

The Okeovers c.1100 - c.1300:  
A Gentry Family and their Cartulary

A thesis submitted for the degree of D.Phil. of the University of Oxford

by Peter Lawrence Watson

Kellogg College, 6th August 2017

## Abstract

### *The Okeovers c.1100 - c.1300: A Gentry Family and their Cartulary*

**Peter Lawrence Watson**

This thesis studies the history of a family whose later generations were to become quintessential members of the gentry and how they managed their lands and lives. It is based on the early-fourteenth century cartulary left by Sir Roger of Okeover. The cartulary was probably motivated by Roger's childhood experience of the disputes over the wardship of himself and his lands. The cartulary is supplemented by cognate sources including the cartulary of the Abbey of Burton upon Trent and original documents. These provide an exceptional record stretching back to the early twelfth century and beyond. Chapter 3 argues that the origins of the Okeovers and their occupation of the manor of Okeover, held from the Anglo-Saxon Abbey of Burton, probably predate the Conquest. The Okeovers held lands from several individuals and institutions. Most of the land probably had origins before the Conquest and was held on a basis that later came to be categorised as socage tenure. This differs from land held by military service, a tenurial practice probably introduced by the Normans. This distinction was particularly important in cases of wardship. Chapter 4 shows that the Okeover's vertical social relationships with local magnates, particularly the Ferrers of Tutbury Castle, varied with the strength of the head of the Ferrers family at the time. Chapter 5 argues that the obligation to pay services in cash and to generate a cash income increased the relative independence of the family. Chapter 6 shows that support of younger siblings was an important objective resulting in horizontal alliances with other local families. Chapter 7 examines the problems of financial over-extension the family faced. This history of the Okeovers makes no claim to have produced results that necessarily apply more generally. It does, however, suggest that it would be productive to undertake further research into early twelfth-century deeds distinguishing tenures by socage from those by military service.

## Long Abstract

### *The Okeovers c.1100 - c.1300: A Gentry Family and their Cartulary*

**Peter Lawrence Watson**

This thesis makes a contribution to gentry studies as an investigation into the history and origins of a family that were to become quintessential members of the English gentry. This is an investigation into the Okeovers managed their lives and their lands in response to the changing context that they faced. Gentry was defined by Peter Coss as a social class that existed between the higher aristocracy and the rest of the population, possessed economic resources largely in the form of land and played a part in governance, largely at a local level. He also specified that the class should be recognised as such at the time arguing that this condition only held after the beginning of the fourteenth century. Whilst accepting the latter proposition, the thesis prefers to see gentry defined in terms of how its members related to their social, economic and legal and administrative context as it changed over time.

The thesis also begins at the start of the fourteenth century with the life of Roger of Okeover who commissioned the Okeover Cartulary, the main source for the thesis. Roger's agenda in setting out to investigate the origins of his lands and the terms on which they were held also sets the agenda for the thesis. Roger's father died in about 1293 when Roger was still an infant. On a number of occasions during Roger's childhood the wardship of some of his lands, and sometimes his person, was disputed in the royal courts. The Okeovers possessed several manors and other land located on both sides of the border between Staffordshire and Derbyshire at the southern end of the Peak District. Each of the manors owed services to different individuals or institutions and in none were the Okeovers tenants-in-chief of the king. There were crucial distinctions in the nature of the services that it was claimed the Okeovers owed for some of their manors and lands. Okeover, their main holding, they held from the Abbey of Burton upon Trent for service that was later to be classified as socage. By contrast, it was claimed that they held the manors of Snelston and Atlow for military service. This distinction was particularly important when the heir was not of age because the arrangements for wardship depended on whether he held by socage or military service. In general when land was held by socage, wardship of

the land and the heir went to relatives of the ward's mother whereas when land was held by military service wardship was claimed by the individual or institution from whom the land was held. Wardship in circumstances where there were multiple holdings and the services for different landholdings were owed to different individuals and or institutions presented particular complications in determining which of the superior holders should take precedence. With long established holdings there were also potential difficulties in establishing precisely when and on what basis land had originally been acquired.

Sir Roger of Okeover's cartulary was created between 1315 and 1335 and contained selected copies of deeds and other documents that recorded transactions of Okeover family land over the previous two hundred years. It is examined in chapter 2. The disputes and related uncertainty surrounding Roger's wardship were probably instrumental in his decision to create what represents an early and exceptional example of a lay cartulary of a gentry family. The records in the cartulary are augmented by the related content of the cartulary of Burton Abbey as well as some of the originals of the deeds of both the Okeovers and the abbey, not all of which were copied in the cartularies. Whilst this material is incomplete it allows us to glimpse the origins of a gentry family as well as allowing an insight into some of the complications that might be involved in the landholdings of such a family, the basis of their place in society.

Chapter 3 looks at the relationship between the Okeovers and Burton Abbey. The earliest Okeover appearing in the deeds is Orm of Okeover who can be dated not earlier than 1086 and not later than 1138. At Domesday Okeover was listed amongst the lands attributed to Burton Abbey but an Eadwulf is identified as holding Okeover *ad censum*. No document provides a direct link between Orm and Eadwulf but it will be argued that contextual evidence provides good grounds for concluding that Orm probably inherited a family holding at Okeover that originated before the Conquest. Burton Abbey, founded by a bequest of Wulfric Spot in c.1004, was one of very few monasteries that owed no military service to the king. It is therefore more likely here than elsewhere that pre-Conquest landholding patterns survived the Conquest and the evidence broadly supports such survival. The later attribution of the Okeover holding as land held by socage would suggest that the practices of socage tenure had their origins before the Conquest even though they were not explicitly described as such at the

time.

The Okeovers were exceptional as tenants of Burton Abbey in that their transactions were witnessed by highly placed tenants of the Ferrers, men with whom the Okeovers probably had their own tenurial links at the time. Furthermore Orm and Ralph of Okeover, with one exception, did not appear as witnesses to the deeds of other tenants of the abbey. This exception was the important agreement that settled the dispute between Abbot Geoffrey of Burton and Robert I de Ferrers. Together these records suggest that, in terms of their status at this time, the Okeovers stood apart from most of the abbey's other tenants, with the single exception of the Gresley family.

Chapter 4 looks at the vertical relationships between the Okeovers and the local magnates. The most important man in the locality was the head of the Ferrers family who held Tutbury castle. After the Conquest, Henry de Ferrers was granted substantial lands in the Appletree Wapentake in south Derbyshire as well as the wapentake itself, and also the castle at Tutbury just over the border of Staffordshire. Orm of Okeover held a carucate of land immediately adjoining Okeover lying within the manor of Mayfield, Staffs. At the time of Domesday the manor of Mayfield was a royal manor but soon after some or all of it must have been granted to Henry de Ferrers who in turn gave it to his newly founded priory at Tutbury around 1090. The first document relating to Orm's holding in Mayfield was a grant by Prior William in the presence of Robert I de Ferrers and dated about 1125. The number and local status of the witnesses for a grant that was of land within a manor rather than a manor is a further indication of Orm's probable importance in the locality. It is likely that his status was based on more extensive family landholdings than were revealed by Domesday. In about 1154 Robert II de Ferrers, who at the time held the wapentake of Wirksworth issued a writ confirming that Ralph, the son of Orm, held Callow, a dependency of Wirksworth. The terms of this grant and a subsequent confirmation by William II de Ferrers suggest that this was also a longstanding Okeover holding. It too was a holding in socage. The Ferrers held the royal manor of Wirksworth along with the wapentake of Wirksworth at farm, though Robert II de Ferrers lost the farm when Henry II became king. It was subsequently recovered by William II de Ferrers in 1203.

Despite the holdings in Mayfield and Callow the Okeovers cannot be said to have been close to the Ferrers throughout this long period of time, though they were close to families who were themselves close the Ferrers. There were times when the Okeovers were

closer to the Ferrers than other times, and in particular during the years of William II de Ferrers (fl. 1190×1247), a loyal supporter of King John. If, as seems likely, the Okeovers had their own semi-independent status in the locality, they may well have made choices about the strength of local connections as the influence of the Ferrers waxed and waned both with the age and personal competence of the head for the time of the family, along with the strength of his relationship with the king.

Chapter 5 turns to the economic background. A family such as the Okeovers relied on the income generated by their lands to maintain their position. The records tell us little about the levels of income generated from land. Some was generated from the cash services rendered by other occupants of Okeover and Ilam. The cash obligations that the Okeovers faced annually, and more occasionally when acquiring land, suggest that they had access to markets from an early date. Apart from Tutbury, where a market existed at the time of Domesday, there is little evidence as to the location of such markets early in the twelfth century. Nor is there any coherent evidence about the balance of agricultural production. The local geography favoured livestock farming but remnants of open fields confirm that arable farming was also practised. This is also confirmed by the importance of mills in the locality. The powerful flow of the River Dove was a major factor but there were also windmills. The existence of mill dues for grain produced confirms that these functioned as corn mills though later evidence of fulling is also some indication of the scale of cloth production. Hugh II of Okeover seems to have been particularly active in increasing the productivity of his land in the middle of the thirteenth century. The most significant economic evidence in the cartulary concerns agreements pertaining to the boundaries between manors and use of land for crop production. Commoning of the land after harvest continued but that would also have provided a benefit in terms of fertility. The concern with such matters is also an indication of the pressure that growth in population was exerting on the increasingly scarce resource of land.

Chapter 6 is concerned with horizontal social relationships and how the Okeovers used their lands to support family members. Choice of marriage partners was an important means by which a family might secure or advance its position. The Okeovers use of their land for this purpose was critical. The choices made impacted on family resources depending on the extent to which younger siblings were provided with land. Okeover itself passed, so far as can be ascertained, to the eldest surviving

son. However, most of the other family lands, whether or not inherited by the heir, were used at one time or another to support either daughters or sons in marriage or adulthood. In generations when a number of children survived to adulthood this resulted in substantial financial pressures on the family

The evidence on the specific choices of marriage partners is incomplete, but there are clues in what survives. In the early twelfth century the choices made leaned towards families that were close to the Ferrers. It is not known whom Orm married, but it is possible that he or a sister may have married a descendant of Saswalo head of a leading family close to the Ferrers. Relationships between the Okeovers with descendants of this family persisted over some generations. Ralph (1138×1180), Orm's son, married first Lettice de Montgomery, whose father held a manor in Snelston to the south of Okeover, though it is possible that the Okeovers had also held land there. It is not known whom Hugh I of Okeover (1180×1220), Ralph's son by a second marriage, married, but his close connections to Bertram de Verdun might indicate that he married a relative of Bertram's. This was a time when the Ferrers star was on the wane and though Bertram was related by marriage to the Ferrers he had strong connections with the Earl of Chester, who also had interests in the locality. Bertram also had his own connections with the king through the role he played in Ireland. Robert I son of Hugh I of Okeover (1220×1135) married, early in the thirteenth century, Sara the daughter of John de Chandos and the heiress of Robert fitz Walkelin another family close to the Ferrers. That marriage involved the manor at Atlow which the Okeovers probably already held from the Walkelins. It was descendants of the Montgomerys and the Walkelins in relation to the Okeover family manors of Snelston and Atlow, both claimed to be held by military service but without surviving documentary evidence to support this, who claimed wardship of the land at the time of Roger's minority.

In chapter 7 we turn to the potential threats to the existence of a gentry family that were hard to anticipate. Examples faced by the Okeovers were first, the impact of their policy of providing for younger siblings when a number reached adulthood. This occurred to Hugh II, exacerbated perhaps by other decisions that he made but resulting in a burden of debt that took a further three generations to clear. Second was the minority of Roger and the threats to family lands resulting from claims to wardship based on possibly false assertions concerning land held by military service. Finally,

the political difficulties Roger faced during the reign of Edward II when the local magnate, Thomas of Lancaster who by now held Tutbury castle was in opposition to the king. Unlike his ancestors in similar circumstances, Roger was unable entirely to steer clear of the problems that this created.

The Okeovers are a particularly interesting family because they had multiple landholdings held from different lords, most being held by socage. The characteristics of socage tenure meant that the lord had less power over the holding than in the case of land held by military service. The multiple holding meant that the power that could be exercised by any one of the lords was weaker. The Okeovers further mitigated the exercise of such power by careful use of marriage to create horizontal alliances that were secured by the use of land to create mutual tenurial obligations.

There is no suggestion based on the work in this thesis that the Okeovers were in any way typical of the gentry as a whole. This can only be determined by further research. Indeed, what this case points to is the possibility that the members of the gentry were in many respects heterogeneous. Whilst they shared a social position based on landholding and an interest in local governance, the members of the gentry may well have differed significantly in areas such as the exact composition of their lands, their cultural origins and their political affiliations. This suggests that the survival of the gentry as a class may have had less to do with their shared characteristics, though ownership of resources would have helped, and more to do with their differences which at any one time equipped some more than others to respond to the changes that they faced both in in their context and as a result of other unexpected events.

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## Preface

The early fourteenth century Okeover cartulary is the key source for this history of the Okeover family in the twelfth and thirteenth centuries. The thesis is organised in chapters each of which examines a different theme relating to the family's history placing it into a wider context. The length of time the thesis covers means that it has been necessary to be selective in the extent of coverage of the secondary literature. The extended time period has also highlighted the variation over time in the form and content of the surviving evidence which results in difficulties when making comparisons over time. Nevertheless, this exceptional early record with the relevant cognate survivals provides a rare insight into the history of a lesser landholding family at this time.

My grateful thanks go to my supervisors Professor Richard Sharpe who helped me to get started and Dr Benjamin Thompson for taking on the mantle and challenging me in completing the work. What has emerged and any errors remain entirely my responsibility. Thank you also to my wife Lisa and the rest of my family for their love, support, interest and encouragement.



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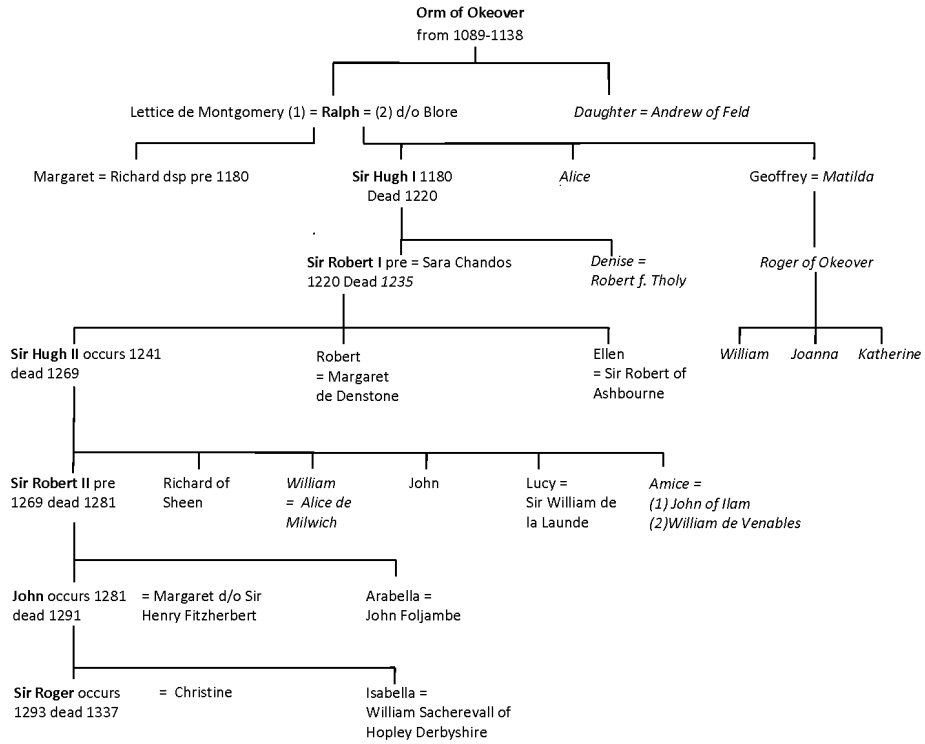
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## List of abbreviations

‘Anglesey’	‘Descriptive Catalogue of the Charters and Muniments Belonging to the Marquis of Anglesey Sometime Preserved at Beaudesert but Now at Plas Newydd, Isle of Anglesey’, ed. I. H. Jeayes in <i>Collections for a History of Staffordshire</i> , third series (1937).
ASW	<i>Anglo-Saxon Wills</i> , Dorothy Whitelock (1930).
‘BC’	‘An Abstract of the Contents of the Burton Chartulary’, ed. George Wrottesley in <i>Collections for a History of Staffordshire</i> , vol. V part 1 (1884).
BL Loan 30	British Library, Loan 30, (Chartulary of Burton Abbey, co. Staff. 13th-15th cent. Lender: the Marquess of Anglesey).
BL Stowe Charters	British Library, Stowe Charters.
<i>Burton Charters</i>	<i>Charters of Burton Abbey</i> , ed. P. H. Sawyer (1979).
‘Burton Surveys’	‘The Burton Abbey Twelfth Century Surveys’, ed. C. G. O. Bridgeman in <i>Collections for a History of Staffordshire</i> , third series (1916).
CCR	<i>Calendar of the Close Rolls Preserved in the Public Record Office</i> (1970).
CFR	<i>Calendar of the Fine Rolls Preserved in the Public Record Office</i> (1911-).
CPR	<i>Calendar of the Patent Rolls Preserved in the Public Record Office</i> (1893-).
CRR	<i>Curia Regis Rolls Preserved in the Public Record Office</i> (1922-2006).
DB 24	<i>Domesday Book 24, Staffordshire</i> , ed. Alison Hawkins, A. R. Rumble, John Morris (1976).
DB 27	<i>Domesday Book 27, Derbyshire</i> , ed. Philip Morgan, Sara Wood, John Morris (1978).
DFF	<i>Derbyshire Feet of Fines</i> , ed. David Crook (Forthcoming).
DRO D231M	Derbyshire Record Office, D231M, (Okeover Family of Okeover).
<i>Geoffrey</i>	<i>Geoffrey of Burton: Life and Miracles of St Modwenna</i> , ed. Robert Bartlett (2002).
‘Golob’	P.E. Golob, ‘The Ferrers Earls of Derby: A Study of the Honour of Tutbury (1066-1279)’ (University of Cambridge Ph.D. thesis, 1984).
IPM	<i>Calendar of Inquisitions Post Mortem and Other Analogous Documents Preserved in the Public Record Office</i> (1904-).
Jeayes	<i>Descriptive Catalogue of Derbyshire Charters in Public and Private Libraries and Muniment Rooms</i> , I. H. Jeayes (1906).
‘Jurisdiction’	J. F. R. Walmsley, ‘Jurisdiction on an Ecclesiastical Estate: The Case of Burton Abbey’, <i>The American Journal of Legal History</i> , 24, no. 1 (1980), 1-21.
<i>Kniveton</i>	<i>The Kniveton Leiger</i> , ed. Avrom Saltman (1977).
<i>Liber Niger</i>	<i>Liber Niger Scaccarii</i> (1774).

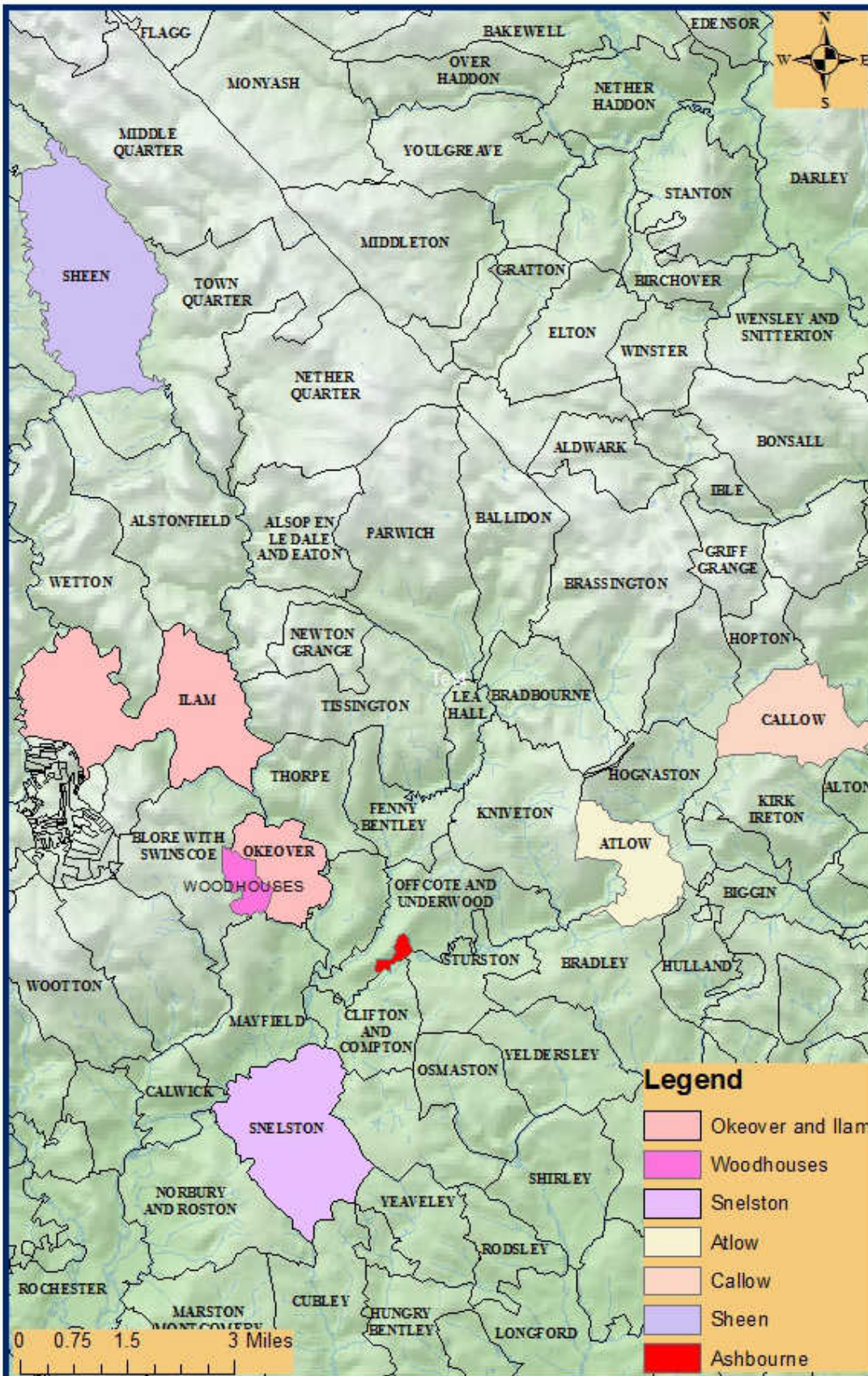
- Martin* C. T. Martin, *The Record Interpreter: A Collection of Abbreviations, Latin Words and Names Used in English Historical Manuscripts and Records* (1976).
- Monasticon* William Dugdale, Bulkeley Bandinel, John Caley, Roger Dodsworth, Henry Ellis, John Stevens, R. C. Taylor, *Monasticon Anglicanum: A History of the Abbies and Other Monasteries, Hospitals, Friaries, and Cathedral and Collegiate Churches, with their Dependencies, in England and Wales* (1970).
- OHLE* John Hudson, *The Oxford History of the Laws of England Volume II: 871-1216* (2012).
- P and M* Frederick Pollock, F. W. Maitland, *The History of English Law Before the Time of Edward I*, in two volumes (1895).
- SRO D603/A/Add Staffordshire Record Office, D603/A/Add, (Records of the Paget Family, Barons Paget of Beaudesert, Earls of Uxbridge and Marquesses of Anglesey: Title Deeds and Related Papers: Estates of the Abbey of Burton Upon Trent).
- ‘SS R and J’ ‘Staffordshire Suits, Extracted from the Plea Rolls, temp. Richard I and King John’, ed. George Wrottesley in *Collections for a History of Staffordshire*, vol. III (1882).
- ‘Tutbury’ ‘The Cartulary of Tutbury Priory’, ed. Avrom Saltman in *Collections for a History of Staffordshire*, fourth series vol. IV (1962).
- ‘Verdun’ Mark Hagger, ‘The De Verdun Family in England, Ireland and Wales, 1066-1316: A Study’ (University of St Andrews Ph.D. thesis, 1998).
- ‘Walmsley’ J. F. R. Walmsley, ‘The Estate of Burton Abbey from the Eleventh to the Fourteenth Centuries’ (University of Birmingham Ph.D. thesis, 1972).
- ‘WO’ George Wrottesley, ‘An Account of the Family of Okeover of Okeover, co. Stafford’, *Collections for a History of Staffordshire*, new series vol. VII (1904).
- ‘Wrottesley’ George Wrottesley, ‘A History of the Family of Wrottesley of Wrottesley, co. Stafford’, *Collections for a History of Staffordshire*, vol. VI part 2 (1903).

Okeover family tree<sup>1</sup>



<sup>1</sup> Follows Wrottesley, p.180 with amendments in italics

Okeover Family Tree.

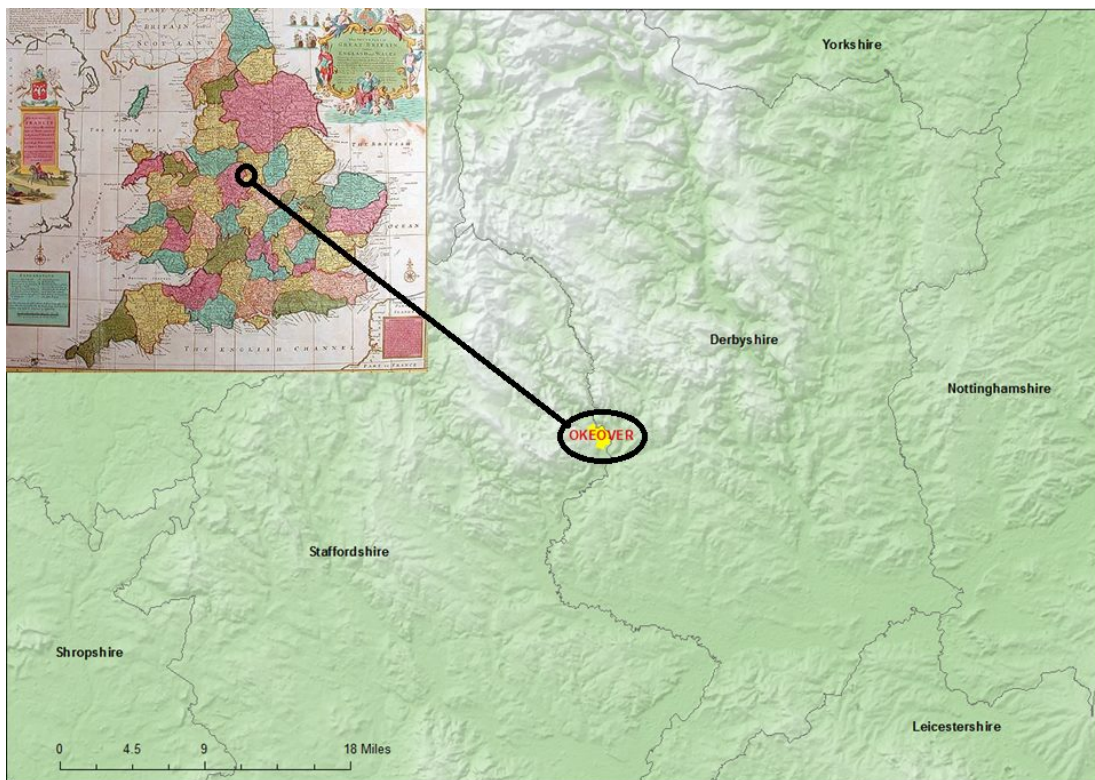


Map of Okeover Family Manors.

# 1 Sir Roger of Okeover and the law.

## 1.1 Introduction.

This thesis is a study of the origins of the Okeover family and of their history over the twelfth and thirteenth centuries. As a history of a landholding family below the level of the higher nobility it is exceptional because written sources touching on such families during those centuries are rare survivals. It makes a contribution to gentry studies as an example showing the origins of one family that became quintessential members of the gentry adding to the understanding of how a family that occupied the social space between the higher nobility and the remainder of the population managed its lands and lives during those centuries.



**Diagram 1. 1 Location of Okeover, Staffs.**

The Okeover family has occupied land at Okeover, Staffordshire, at least since early in the twelfth century. The toponym suggests that from an early date the family's identity was closely associated with their land there.<sup>1</sup> Okeover lies on the edge of rugged country.<sup>2</sup> Today the house and small church of Okeover overlook the Staffordshire bank of the river Dove two miles south of the mouth of Dovedale. The river Dove follows the border between Derbyshire and Staffordshire for much of its length.

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<sup>1</sup> Orm of Okeover appeared as a witness to the *conventio* between Abbot Geoffrey of Burton and Robert I de Ferrers dated to the first quarter of the twelfth century. *Geoffrey*, pp. lii-lv.  
<sup>2</sup> Further information about the geography is given in chapter 5, p. 142 ff.

The starting point for the thesis is the beginning of the fourteenth century and the life of Sir Roger of Okeover. After this it investigates the origins of the Okeovers and their history up to the fourteenth century. I will first explain why I have chosen to present the material in this way rather than as a conventional chronological history of the family starting at the beginning. The primary source for the history is Sir Roger's cartulary, a compilation of selected copies of the records of family land transactions. The investigation therefore begins with an examination of the cartulary's contents and an assessment of its strengths and weaknesses as a basis for the history. It is also relevant to understand Roger's motivation for assembling the entries in the cartulary and it will be argued that this originated during his minority as a result of the legal battles concerning the wardship of his lands and his person. As an adult Roger undertook an exercise the aim of which was to discover the origins of his landholdings and the terms on which they were held. As this study will make clear, these are questions that are not easy to answer. The twelfth and thirteenth centuries saw the development of the practices for producing written records of land transactions. At the start of this time period very few transactions were recorded in writing and so is not possible to rely on such records having been created and, if they were, they did not always survive. Further, the records made were often terse and opaque in their content, and they did not always mention matters that acquired greater significance at later dates. The consequent gaps in the written record in the early years mean that often the only way of proceeding is to start from the surviving written records of transactions in land in a particular location and work backwards, essentially following the same path that Roger followed when he carried out the same exercise. Roger may have had a further advantage in that it is likely that the family had their own memories of their history and origins, a source, whatever unreliabilities it might have involved, that is lost to us. So far as we are concerned, there are instances when it is only possible to surmise from the content of a later document that the family had held a particular interest in a piece of land at an earlier date. If the study were to start at the beginning, and proceed chronologically, it would nevertheless be necessary to keep jumping forward in time towards the end to help establish as much as it is possible to glean from the thinner evidence available at earlier dates. Therefore, the questions that Roger faced in relation to the landholdings in which the family had held an interest provide a framework that directs and guides the investigation of the earlier history. This approach of course carries dangers of assuming too much about an obscure earlier history, but so too does the alternative approach of assuming too readily that the first available written record marks the origin of a particular piece of land.

There is a second reason for an approach that begins at the start of the fourteenth century. This centres on the arguments set out by Peter Coss in defence of his definition of 'gentry', as a 'social formation' whose 'crystallisation' he located as occurring in time during the first

half of the fourteenth century, that is around the time of Sir Roger of Okeover's life.<sup>3</sup> As will be shown below, others argue that a 'gentry' already existed in the late Anglo-Saxon period.<sup>4</sup> Coss argues that there were significant differences between this earlier manifestation and the gentry that emerged in the fourteenth century. The history of the Okeovers over the twelfth and thirteenth centuries is relevant to helping clarify and resolve this apparent disagreement. It is a history that shows how the social, economic and institutional changes over that time affected a single family. This sidesteps a problem that is created by studies that rely on a comparison that is made between populations existing at two dates, namely of finding evidence at each date that is drawn from sampling populations that are comparable. The evidence, particularly at the earlier date, is so thin as to make even the history of a single family a challenge. Furthermore, it must be recognised that conclusions based on a single family cannot be regarded as representative, a point to which I shall return later.

Sir Roger of Okeover lived from c.1290 to 1337 and filled all the criteria that Peter Coss would set out as defining a member of what he described as the 'gentry'.<sup>5</sup> In addition to Okeover, Roger also held the manors of Atlow and Snelston in Derbyshire, as well as other land. He could best be described as a lesser landholder rather than a member of the higher nobility. As such he was a significant member of a local elite. He was a knight who saw service in the Scottish wars of the kings Edward II and Edward III. He was one of the county knights for Staffordshire summoned to Westminster in 1324 and later described himself in a petition to the king as one of the 'king's bachelors'.<sup>6</sup> His successors, more or less ever since, have occupied a similar position in the locality.

When he died Sir Roger left behind him a collection of manuscripts that he had commissioned or created consisting of copies of documents relating to the land transactions of his family covering the twelfth and thirteenth centuries. Today these are bound together in a volume known as the Okeover Cartulary. Lay cartularies are relatively rare, particularly one as early as this.<sup>7</sup>

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<sup>3</sup> P. R. Coss, *The Origins of the English Gentry* (Cambridge, 2003), p. 11 and chapter 10.

<sup>4</sup> See p. 17 ff.

<sup>5</sup> Coss, *The Origins of the English Gentry*, p. 11. For reasons explained below I have chosen to follow Coss in using the word 'gentry' to apply after the beginning of the fourteenth century.

<sup>6</sup> 'WO', pp. 34, 37-38; *The Parliamentary Writs and Writs of Military Summons, Together with the Records and Muniments Relating to ... the King's High Court of Parliament and the Councils of the Realm*, ed. Francis Palgrave (1827), p. 1242 dated 30 May 1324; The National Archives, SC/8/243/12117, Petition by Sir Roger of Okeover.

<sup>7</sup> G. R. C. Davis, Claire Breay, Julian Harrison and D. M. Smith, *Medieval Cartularies of Great Britain and Ireland* (London, 2010), p. 243 ff. provides a list of about 200 secular cartularies less than 10% of which date from earlier than the fourteenth century. Basset #1185A, Beauchamp #1189, Percy #1306 together with the collections of charters in *The Charters of the Anglo-Norman Earls of Chester, c. 1071-1237*, ed. Geoffrey Barraclough (Chester, 1988) and *Charters of the Honour of Mowbray, 1107-1191*, D. E. Greenway (London, 1972) provide some examples of twelfth century deeds for these noble families. For lesser families Hyll #1260, Rede #1310 and Ridware #1310 provide a limited number of twelfth century deeds. Hyll and Rede are both fifteenth century creations whilst Ridware was compiled partly in

Cartularies that contain, as this does, coherent records covering this early period of a family that later became established as gentry, are exceptional.

To the cartulary can be added other surviving sources and together these provide a record of the land transactions of the Okeover family from the start of the twelfth century.<sup>8</sup> The various surviving sources provide the material for an examination of the history of the family. There is, however, no reason to suppose the previous history of the Okeovers was representative of that of the gentry as a whole. Indeed the history of the family, to the extent that the surviving documents reveal it, will suggest good reasons for believing that those who came to form the gentry were an heterogeneous collection of families. What the history does show is the complexity of the world the Okeover family faced. It is also an opportunity to study some of the decisions that they made in the face of that complexity and the unintended consequences of those decisions.

Writers have shown that landholders needed to balance a number of different considerations in the management of their lives and their lands. The main factors are reflected in the way that Christine Carpenter chose to organise her study of Warwickshire.<sup>9</sup> Briefly, these consist of the economic management of the landholdings, the management of discretionary expenditure on family, religious patronage and other obligations, and the interrelationships of families within local social networks vertically up with more powerful local landholders, horizontally with families of similar status and vertically down with their own tenants. Social and tenorial relationships could become entangled. The Okeovers faced particular challenges and opportunities that stemmed from the variety of lands that they held. First, they held land in different locations across at least two counties. Second, some of their landholdings were manors and some were lands held within other manors. Third, the type of service they owed for their holdings differed from holding to holding.<sup>10</sup> Finally, the family owed services for their lands to a number of different individuals and ecclesiastical bodies. Their landholdings, and the obligations that came with them, thus interacted directly with their local social relationships. The potential difficulties that this created are vividly illustrated in the life of Sir Roger of Okeover. As both a child and an adult Roger was involved on a number of occasions, directly or indirectly, in disputes that ended up in courts of law and that hinged on questions concerning the services owed in respect of his lands.<sup>11</sup> These disputes undoubtedly influenced the creation of the cartulary and the form it took. I will therefore use these disputes to tell the story of his

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1308 to 1309, which is interesting given the family's local connections to Tutbury and the closeness of these dates to those for the Okeover Cartulary.

<sup>8</sup> The cartulary and other sources are discussed in chapter 2.

<sup>9</sup> Christine Carpenter, *Locality and Polity: A Study of Warwickshire Landed Society, 1401-1499* (Cambridge, 1992).

<sup>10</sup> See below, p. 24 ff.

<sup>11</sup> The evidence for these disputes is available in the extracts that George Wrottesley transcribed from the plea rolls and published over a number of volumes of *Collections for a History of Staffordshire*. I have not seen the plea rolls directly.

life, and, using this, frame the thesis by identifying the broad themes that I will examine in more detail in the remaining chapters.

## 1.2 Origins of the gentry.

Before proceeding to outline the events of Roger's life it will be helpful to summarise the historiography relating to gentry and their social equivalents through the ages and how the approach in this thesis relates to this literature. In his 'The Origins of the English Gentry' Peter Coss set out in some detail how he had chosen to define the word 'gentry', a word which he uses to refer to what he described as a 'social formation' or a 'construct'.<sup>12</sup> His definition explicitly places his gentry in England, as a lesser nobility, that is occupying a social space between the higher nobility and the rest of the population, and recognised at the time as fulfilling a role as a source of local authority and carrying out a type of local public office. He also sees it as possessing a collective sense of identity as a gentry, meaning that this was a contemporary conception. Coss argued that these characteristics together located gentry, as he defined it, as existing in time only after the the start of the fourteenth century.

Not all writers have accepted Coss's definition insofar as it limited the existence of gentry in time in this way. Some adopt a looser definition emphasising the social and economic space occupied by the gentry with less concern for the precise role that the gentry played in society and speak of a gentry as existing in late Anglo-Saxon England.<sup>13</sup> John Gillingham, on the other hand, argues that an Anglo-Saxon 'gentry' fulfilled a role in society that also embraced their involvement in public office: '... in eleventh-century England there was a gentry ... that below the great lords there were many layers of society whose members shared the interests and pursuits of the great.'<sup>14</sup> Gillingham is also helpful in emphasising that a sufficient economic base was required to provide adequate support for a large enough proportion of the population constituting a recognisable gentry.<sup>15</sup> Beyond this he lists three criteria as crucial: 'participation by local landowners in local public office; the existence of county solidarities; and the participation of some local landowners in national assemblies.' Gillingham goes on to argue for 'much similarity - though not a simple continuity' before and after the Conquest and that 'at this level numerous English land-owners must have survived'.<sup>16</sup>

Gillingham bases his conclusions about the stability of the gentry on a cross-sectional comparison of data of the attributes of members of the population of gentry at two dates. This

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<sup>12</sup> Coss, *The Origins of the English Gentry*, p. 11.

<sup>13</sup> For example John Blair, *Early Medieval Surrey : Landholding, Church and Settlement Before 1300* (Stroud, 1991), p. 160-161 and Rosamond Faith, *The English Peasantry and the Growth of Lordship* (London, 1997), p. 126.

<sup>14</sup> John Gillingham, 'Thegns and Knights in Eleventh-Century England: Who Was Then the Gentleman?', *Transactions of the Royal Historical Society (Sixth Series)*, 5 (1995), p. 129.

<sup>15</sup> Gillingham, 'Thegns and Knights in Eleventh-Century England', p. 130.

<sup>16</sup> Gillingham, 'Thegns and Knights in Eleventh-Century England', p. 131 ff.

approach, as Coss points out, provides no information about changes either in the composition of the population or in the external context within which this gentry existed during the interval between the dates compared. Gillingham himself asserts that such changes as there were were not significant enough to affect his conclusions.<sup>17</sup> Given that one of the intervening events was the Norman Conquest, with a consequent replacement of most of the higher nobility and an unknown proportion of lesser landholders, together with its associated legal and institutional changes, this is a bold statement.

Coss also takes issue with Gillingham at another level. In ‘What’s in a Construct? the “Gentry” in Anglo-Saxon England’ he locates Gillingham’s arguments in what he describes as a discourse that is ‘essentially that of nineteenth-century romantic nationalism.’<sup>18</sup> So far as Coss is concerned the major difficulties are in Gillingham’s underestimation of the strength of vertical social links in pre-Conquest England and his too eager embrace of cross-Conquest continuity. Against these, Coss argues for the importance of understanding both how the role of the gentry changed over time and for taking into account the contemporary awareness of the gentry, not only in their own sense of collective identity, but also in the recognition on the part of the remainder of the population of the gentry’s authority in a locality. Coss emphasises the importance of the changes in the balance between the vertical and horizontal social ties experienced by the men and women in the ‘gentry’ social space, and in this he was surely also alluding to the disruption in social relationships following the Norman Conquest and the resultant replacement of most of the English nobility and a significant proportion of lesser landholders. In addition, and perhaps consequential on the major social disruption of the Conquest, there were legal and institutional changes as well as less obvious changes in what today we conceive of as the boundary between public and private spheres of activity.

It is relevant to consider more carefully the manner in which Coss and, following him, Gillingham fashioned their respective definitions of the word gentry. Both specify three main attributes: social position between a higher nobility and the rest of the population, economic means through possession of land or other comparable sources of income, giving them time to contribute to the wider needs of society, and participation in governance, particularly at a local level. The frames both chose, though distinct, involved defining the word ‘gentry’ on the basis that these attributes were intrinsic to the gentry and, either expressly or by implication, its members.

The differences between Coss and Gillingham relate to how each chose to use the word ‘gentry’ and encompass differences in how they frame their arguments as well as their semantic use of the word. Coss chose to limit the application of the word gentry to a time after the start of

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<sup>17</sup> Gillingham, ‘Thegns and Knights in Eleventh-Century England’, pp. 144 and 153.

<sup>18</sup> P. R. Coss, ‘What’s in a Construct? the “Gentry” in Anglo-Saxon England’, in Ralph Evans (ed.), *Lordship and Learning: Studies in Memory of Trevor Aston* (Woodbridge, 2004), p. 101 ff.

the fourteenth century. His arguments for making this choice was related to the relatively stable role that the English 'gentry' played in local governance after that date and, more importantly, the contemporary recognition of gentry as a class both by its members and by others. He anchors what is a collective noun in terms of its existence in contemporary use. Coss's use of a metaphor, crystallisation, in this context and which he used to emphasise the location of gentry in time, is illustrative of the way in which his framing works. The idea of crystals forming provides us with an image of physical substance, but used in relation to what is an abstract construction. This allows us to think of this attribute as somehow intrinsic.

Gillingham, on the other hand, ignoring the requirement that the use of the word gentry should be based in contemporary use, demonstrated, quite persuasively, using the other attributes of the gentry, the existence, before the Conquest, of families occupying more or less the same social and economic space and who also played an important role in local governance. He, along with others, saw no reason not to call them 'gentry', a term that they define from a nominalist standpoint.

These are both authorial choices and there is no means of resolving such differences simply by reference to the empirical evidence. It is, though, perhaps possible and also helpful to attempt to go further in reconciling or at least understanding the reasons for the different choices they made.

An alternative approach, which is adopted in this thesis, is to start by thinking in terms of defining a gentry, or whatever else we choose to call them at different dates, in terms of the attributes of its members rather than the attributes of the name by which we choose to call them. This is more than pedantry. In doing so we recognise that we are making a definition in which the members themselves are defined relative to a social, economic and legal and institutional context within which they existed and which is changes dynamically over time. To illustrate how this approach differs from a static definition, if we pursue Coss's metaphor of crystallisation further, it is possible to show how the legal and institutional context is relevant when considering the role his gentry played in the governance in a locality. Crystals form from a fluid solution. A reasonable implication of Coss's choice of metaphor within his definition is a perception that prior to the fourteenth century there had been greater fluidity in legal and institutional context and thus in the role played by the earlier equivalents of those whom he chose to call 'gentry'. The role played had changed over time. Coss himself argued that this is what Gillingham had either ignored or understated. Even though explicit consideration of such context lies outside the frame of their definitions, both Coss and Gillingham show that they are more than aware of the importance of such context and that it did change over time, though each has a different emphasis as to the importance of particular changes. Yet neither definition explicitly recognised the assumption embodied in their definition that either their gentry operated within a stable

social and institutional context or that in some way they remained largely immune to such changes.

By locating his gentry in time after the start of the fourteenth century Coss did not circumvent this problem of change in the external context, because, as he himself fully recognises, given events such as the major demographic upheavals of the fourteenth century culminating in the Black Death and the constitutional upheavals of the seventeenth century and other examples, it is difficult to argue that his 'gentry' did operate within a social, legal and institutional context that was indeed stable. How the gentry adapted to these changes and the extent to which they remained immune to them are important questions but are beyond the scope of this thesis.<sup>19</sup> At an earlier time, Gillingham did recognise the upheaval of the Conquest, but argued, but perhaps not entirely persuasively, for continuity in the case of a large number of landholders below the level of the nobility. Again, the more interesting question might be framed not in terms of the continuity of a previous gentry but in terms of the persistence of a class of individuals who occupied this social and economic space between the higher nobility and the rest of the population and as to how its membership had adjusted in response to such external changes. Adjustments would include losses and gains in membership as well as changes in the behaviour of continuing members. Such a dynamic, as opposed to static, model may provide a more fruitful starting point for explanations of developments that took place over time.

Gillingham does effectively establish the existence, in late-Anglo-Saxon times, of a class of individuals immediately below the level of the higher nobility. Gillingham's view was that they persisted over time. Coss, on the other hand thinks that their characteristics changed substantially over time. This suggests a number of questions relevant to this thesis. These centre on the external contexts to which the gentry relate and on which Coss and Gillingham base their definitions of the intrinsic characteristics of gentry. If this class as a whole was indeed relatively stable throughout, how was this achieved? Alternatively, how did they effectively reinvent themselves? On the other hand, if they did grow in importance as a class, how did they achieve this?

These are not easy questions to answer. To start with what it is possible to agree about, there appears to be agreement as to the existence between the higher nobility and the remainder of the population of a class of individuals who were landholders and quasi-professionals. Further, they were able to generate a sufficient economic surplus to allow them to play a formal or informal role in governance at a local level. Superficially, the differences of understanding relate to the extent and the stability of this public role. Probing further, however, there are other questions that might well be posed about the place of this group of individuals in society and the extent

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<sup>19</sup> See P. R. Coss, *The Foundations of Gentry Life: The Multons of Frampton and Their World, 1270-1370* (Oxford, 2010), p. 1.

to which it was stable. These questions are to do with the social, economic and demographic, and legal and institutional factors that affected these landholders.

First, as a social group, they are defined primarily in relation to their position in between a higher nobility and the rest of the population. Over time, this is not necessarily a static relationship and their position in society depends critically on the numbers of the higher nobility themselves, the extent of their landholdings and implicitly on the power that the higher nobility itself was able to exercise. Specifically, the impact of the Conquest and the replacement of most of the higher nobility is highly relevant in this context. It may also be reasonable to expect that the influence of the higher nobility also depends very much on the dispersion of landholding in a particular locality. In his response to Gillingham, Coss's points do in effect relate to the way in which the social, institutional and legal context changed in the time between Anglo-Saxon England and the fourteenth century and after.

Second is the way in which this intermediate class of landholders responded to demographic and other economic changes. As the size of the population as a whole increased during the twelfth and thirteenth centuries, did the numbers of members of the intermediate class increase at the same rate as the population as a whole maintaining a constant proportion of the whole, or were their numbers broadly constant in absolute terms so reducing as a proportion of the whole? Related to this question is how and to what extent their landholdings changed in absolute and proportional terms. Increases in population might reasonably be expected to lead to a scarcity of land and increases in the relative price of land and agricultural produce and a corresponding reduction in the relative cost of labour as population numbers increased. What was the overall impact of this on the intermediate group of landholders?

Third, what was the impact of the legal and institutional changes that took place both as a result of the Norman Conquest and later? These would affect the role played in a locality by intermediate landholders. In addition, land may appear to be a stable given but continued and exclusive enjoyment of it and the income it provides is itself subject to a number of economic, social, and legal and institutional uncertainties. The Conquest and its upheavals is an extreme example of an event that might and in many cases did have a major impact on a significant number of landholders.

Finally we need to consider how the intermediate class managed their estates and their families. These families were at the mercy of the vagaries of reproduction. Given that they did produce male and or female children what policies did they follow with regard to inheritance? To what extent was inheritance limited to the oldest male child and what provision was made for younger sons and for daughters? Such questions were also subject to relevant laws and customs and how these changed over time. Is it possible to tell whether over time these policies contributed to an increase in numbers of this intermediate class of individuals?

Questions such as these are relevant to the history of a family such as the Okeovers over this period of more than two hundred years. The data may be insufficient to answer all or indeed any of them satisfactorily. The Okeovers are an example of a family that, it will be shown, probably did survive as members of the class of people between the higher nobility and the rest of the population, but there can be no implication from this that the Okeovers were in any way typical of the class as a whole. Their history is advanced as a case study as to how such questions might be examined but much more will need to be done to establish how the history of the class as a whole developed during this time period.

So far as terminology is concerned I shall adopt Coss's usage of the word of gentry as a working basis. My reason for doing so is not only that it would be anachronistic to apply the word to centuries before it was in contemporary use, and as such potentially misleading, but also that the Anglo-Saxons had their own adequate nomenclature in the description 'thane'. This choice may sometimes result in a certain amount of circumlocution in describing the families who occupied the social space immediately below the higher nobility but it seems to me that this is worth the greater clarity that results from making this distinction over time. I shall also use the words 'lesser landholders' to describe such families.

### 1.3 Sir Roger's family and childhood.

Sir Roger's father, John of Okeover, who was active between 1285 and 1293, was the son of Robert II of Okeover who was active between 1269 and 1282. Roger's mother Margaret was the daughter of Sir Henry FitzHerbert.<sup>20</sup> The FitzHerberts held the manor of Norbury, a village two miles the south of Okeover and would themselves have been regarded as part of the local gentry.<sup>21</sup> John himself was still a minor when his father died and it seems likely that Henry had obtained the rights to John's wardship and marriage.<sup>22</sup> A surviving original document records that Henry FitzHerbert had given Okeover to John and Margaret and their legitimate heirs to be held in fee and inheritance, probably at the time of their marriage.<sup>23</sup> This is an interesting arrangement in that it appears to be an early example of a jointure, the type of marriage settlement that was to become more widely used in the fourteenth century and later, in which family land was granted to the couple jointly. Henry would only have been in a position to hand to John lands that were John's inheritance because John had previously given them to

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<sup>20</sup> DRO D231M/T9, which I have seen. Also transcribed in 'WO', no. 64 p. 159, from the original. The modern spelling of FitzHerbert is used for *filius Herberti*.

<sup>21</sup> The FitzHerberts owed services for Norbury to the Prior of Tutbury who had 'given' it to William FitzHerbert in 1125. See 'Tutbury', no. 88. The Okeovers also owed services to Tutbury. See below in chapter 4.

<sup>22</sup> Further details relating to John's wardship are to be found in the wider discussion of that subject in chapter 7, p. 213 ff.

<sup>23</sup> DRO D231M/T9. The copy of this document in 'WO' shows 'Margerie' but elsewhere Wrottesley refers to Margaret as the daughter of Henry FitzHerbert.

Henry.<sup>24</sup> This document also contains useful information as to how the families understood the claims that the Okeovers held in relation to the land at Okeover. It set out that the gift was of the whole manor of Okeover, direct confirmation that the family held the manor. It also included the appurtenant lands of the Woodhouses, Coldwall, Ilam and Castern.<sup>25</sup> The omission of certain information is noteworthy. No mention is made of the services that Okeover owed to the Abbey at Burton.<sup>26</sup> Nor is there any mention that the Woodhouses were part of a carucate of land that were part of the next-door village of Mayfield for which services were owed to the Prior of Tutbury.<sup>27</sup>

The document went on to specify how Margaret would be provided for in the event of John's death. If there were no heir, Margaret was to hold the manor for her life. After Margaret's death, Okeover was to descend to John's nearest heirs, whoever they were. There was no specific provision for Margaret in the event, as actually happened, of John dying having produced an heir with her. Ostensibly this would have been unnecessary because Margaret was included as a joint tenant of Okeover. However, because Margaret was later to take action through the courts on two occasions in attempts to secure dower, the security that this joint tenancy had given her is questionable.<sup>28</sup> It is significant that the first named witness of this document was William of Montgomery. The Okeovers held Snelston, one of their other manors, from William and we will hear more of him shortly. Neither the Abbot of Burton nor the Prior of Tutbury witnessed the document.

Roger was born in about 1290. His father was dead by 1293, aged only about thirty. Because Roger was a minor with significant landholdings he and his lands were subject to the rules of wardship during his minority. The legal proceedings to resolve disputes concerning the application of these rules to his wardship and to the custody of his lands go a considerable way towards explaining why Roger came to produce a cartulary record of the family's landholdings. The complex reasons for the disputes also reveal significant information about the landholdings of the Okeover family, posing questions that the thesis will set out to answer. The years of Roger's minority must have been difficult both for him and his mother. In 1293 Margaret sued her father Henry FitzHerbert for her dower of a third of the land of Okeover.<sup>29</sup> Henry responded by vouching to warranty his grandson Roger, the son and heir of John of Okeover who was in

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<sup>24</sup> The reasons for engaging in transactions structured in this way will be examined in chapter 6 below when discussing the marriages made by the Okeover family.

<sup>25</sup> Chapters 3 and 4 will examine how these related to Okeover.

<sup>26</sup> Discussed in chapter 3.

<sup>27</sup> OC57 which is examined in Chapter 4, p. 116 ff. The appendix to the thesis reproduces transcripts of the first 159 documents in the cartulary to which references are made as 'OC' with the relevant number.

<sup>28</sup> See below and p. 29.

<sup>29</sup> The details and those that follow are taken from 'Plea Rolls of the Reign of Edward I A.D. 1293 to A.D. 1307', ed. George Wrottesley, in *Collections for a History of Staffordshire*, vol. VI part 1 (London, 1886), p. 7.

ward to Margaret, and whose land it was said was ‘in the custody of William de Monte Gomery’. This action was a type which Maitland described as ‘voucher of a warrantor’.<sup>30</sup> Henry produced a deed showing that John of Okeover had given Okeover to him.<sup>31</sup>

The ostensible basis of this action, in which Margaret sued her father for her dower, appears to be inconsistent with the arrangement that was entered into on her marriage, which had made her a joint tenant of Okeover. However, as Robert Palmer suggests, the legal validity of such arrangements may not yet have been established.<sup>32</sup> The statement that the lands of Roger, John’s heir, were then in the custody of William de Montgomery may be important to an understanding of the underlying motivation for the case. It was stated that Roger himself was in ward to his mother Margaret. This would have been consistent with the family’s principal land at Okeover having been held on a basis that was categorised as socage because, with socage land, wardship went to a member of the ward’s family with no interest in the succession to the land.<sup>33</sup> It is therefore curious that the case records that Roger’s lands were in the hands of William de Montgomery, without any qualification as to which lands; the subsequent history of the case does indicate that it concerned the land at Okeover. The Okeovers, allegedly, owed military service for their manor at Snelston, two miles to the south of Okeover, to the Montgomery family. The Montgomerys were of Norman origin and themselves tenants, by military service, of Henry de Ferrers of Tutbury and his heirs and successors.<sup>34</sup> The Montgomerys’ main local holdings of land were Cubley, which bordered on Snelston to the south, and the neighbouring Marston Montgomery. Over the years there were a number of legal disputes between the Okeovers and Montgomerys concerning the boundaries and the use of common land between Snelston and Cubley. The first documented evidence, which appears in a legal case in the first decade of the thirteenth century, shows that the Okeover family had held land at Snelston from a date at least as early as second quarter of the twelfth century when Ralph of Okeover married Lettice the sister of Walter de Montgomery.

The following year Margaret and her father were back in court against each other. Henry again vouched his grandson Roger to warranty.<sup>35</sup> Because, the court record of the case stated, Roger was in ward to William de Montgomery:

William now appeared and prayed it might be shown why he should warrant the dower; and Henry stated that John de Acovere had given the said tenements to him with a clause of warranty and he produced the deed. William stated that Henry never was in seisin of the tenements by any gift of the said John because John had died seised of them and he appealed to a jury.<sup>36</sup>

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<sup>30</sup> *P and M*, i p. 659.

<sup>31</sup> See above p. 22 and ‘WO’, p. 23.

<sup>32</sup> R. C. Palmer, ‘Contexts of Marriage in Medieval England: Evidence from the King’s Court circa 1300’, *Speculum*, 59, no. 1 (1984), pp. 57-58.

<sup>33</sup> *P and M*, i p. 302. The nature of socage tenure is examined further below and in chapter 3.

<sup>34</sup> See below chapter 6, p. 201 ff.

<sup>35</sup> See above.

Although Roger was called, it would have been for William, to whom Roger as a minor was allegedly in ward, to answer for him. However, the circumstances of the case and subsequent events suggest that this may have been a collusive action on the part of Henry and Margaret rather than the genuine action of a daughter suing her father.<sup>37</sup> The case may have been designed to show that Montgomery was not in a position to warrant the land in question, that is to show that neither he nor his ancestors had ever held the land of Okeover and so had no claim to the wardship of Roger's person or the land at Okeover. Quite apart from the difficulties of establishing facts that may have involved oral agreements entered into by previous generations, there was an additional problem in that the Okeovers held lands from a number of different parties so that questions concerning the precedence of the different claimants needed to be resolved. Precedence depended on the dates on which land was first acquired in each case, again information that was not easy to establish with any confidence. Here, William's response was to sidestep the issue by claiming that Henry himself had never had seisin of the land, and was therefore not in a position to make a call for warranty.

The next case in the sequence confirms that the underlying issue was the wardship of Roger and the disputes between the parties concerned with it. A second set of interested parties emerged in the autumn of 1294. John son of Henry de Chandos and Robert de Stafford entered a plea against Henry FitzHerbert and his daughter Margaret, together this time, that 'they had deforced Roger the son and heir of John de Acovre'.<sup>38</sup> This claim related to the Okeovers' holding of the manor of Atlow for which they allegedly owed military service to the heirs and successors of Robert fitz Walkelin. Walkelin and his descendants, probably also of Norman origin, had been tenants of Radbourne and Atlow by military service of the Ferrers of Tutbury.<sup>39</sup> The first documented evidence of an Okeover landholding at Atlow dates to a marriage, in this case between Robert I of Okeover and Sara de Chandos, around the end of the twelfth century, the document indicates that this was an older tenancy.<sup>40</sup>

Evidently Henry and his daughter avoided that appearance for they finally appeared in 1295.<sup>41</sup> This case centred on a plea that Henry and Margaret should hand over Roger the son and heir of John of Okeover whose wardship belonged to Chandos and Stafford because John held his land at Atlow of them by 'knight's service (*per servicium militare*)...viz by homage and the service

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<sup>36</sup> 'Plea Rolls of Edward I', Wrottesley, p. 20.

<sup>37</sup> Robert Palmer demonstrated that collusion was a distinct possibility in similar circumstances. R. C. Palmer, *The Whilton Dispute 1264-1380: A Social-Legal Study of Dispute Settlement in Medieval England* (Princeton, N.J, 1984).

<sup>38</sup> 'Plea Rolls of Edward I', Wrottesley, pp. 21-22.

<sup>39</sup> *Liber Niger Scaccarii* (Londini, 1774), p. 219 shows that Robert son of Robert fitz Walkelin held two knight's fees under William de Ferrers. The spelling Chandos is used as standard though Chandoyes sometimes appears in the documents.

<sup>40</sup> OC109. See chapter 7, p. 211 for further details.

<sup>41</sup> By this time they were 'in misericordia for several defaults [of appearance]'. 'Plea Rolls of Edward I', Wrottesley, p. 31 for this and the following extracts.

of one knight and 40s. for a scutage of 40s. when it should fall due and also by the service of 20s. per annum.’ Henry and Margaret had therefore ‘deforced them of the wardship and for which they claimed £20.’ Henry countered by stating that:

...he made no claim to the wardship and Margaret answered for herself and stated she made no claim except as a kind of nurse (*preter quam nutriculum tantum*) and because John the father of Roger held the same manor in socage viz by the service of 11s. annually for all service and not by military service as John and Robert asserted; and she appealed to a jury.

Margaret’s defence that Atlow was not held by military service but by socage is significant. It indicates, first, that claims to wardship depended on the category of tenure into which land fell, in this case whether by socage or military service. Second, the category of a tenure was not necessarily beyond dispute in such cases. Finally the tenants of tenants by military service were not necessarily themselves bound to owe military service. Further details of the Okeover family’s holding in Atlow will also be examined below in chapter 7.<sup>42</sup> It is also curious that this second case concerned the wardship of Roger’s person. As will have been seen from the Montgomery case, though William de Montgomery allegedly claimed the wardship of Roger’s lands, perhaps including Okeover, it is not recorded, at this time, that he had claimed the wardship of Roger’s person, though he certainly did later.

It is not clear from the records exactly how these cases were resolved. Problems must have rumbled on and by 1301,

Roger the son of John de Acovere by Nicholas de St Pierre his custos sued William son of William the Bastard of Montgomerie for one hundred acres of pasture in Snelleston of which Robert of Acovere his grandfather whose heir he is was seised as of fee when he died.<sup>43</sup>

William de Montgomery had also continued to pursue the case for wardship. In the following year, 1302, he appeared against Isabella, formerly wife of William de Birmingham, in a plea that ‘she should give up to him Roger the son and heir of John de Acovre whose wardship belonged to him inasmuch as the said John held his land of William de Monte Gomerie his father by military service’.<sup>44</sup> In the meantime Roger’s wardship had been sold to this Isabella who probably came to live at Okeover. William de Birmingham had been a substantial tenant holding nine knight’s fees under the honour of Roger de Somery, Baron of Dudley.<sup>45</sup>

These cases hinged on the fact that the Okeover family had several landholdings for which they owed services to different parties. Allegedly some of these services fell into different legal categories of tenure. Landholdings were broadly classified according to whether the type of

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<sup>42</sup> See p. 211 ff.

<sup>43</sup> ‘Plea Rolls of Edward I’, Wrottesley, pp. 80-81.

<sup>44</sup> ‘Plea Rolls of Edward I’, Wrottesley, p. 101.

<sup>45</sup> ‘WO’, p. 24.

service they owed was military service, serjeanty, frankalmoign or socage.<sup>46</sup> These distinctions were particularly relevant in determining claims to wardship.<sup>47</sup> In cases where a family held any land that was described as being held by ‘knight’s fee’ or ‘military service’ from the king, all their lands and the wardship of the minor would pass to the king during the minority. In other cases, where a family held land by military service from a single grantor or his heirs or successors, custody of the land and the minor would have fallen to that grantor or his heirs. Where a family held land solely by socage, custody of the land and the minor was generally in the hands of a member of the minor’s family who had no right of inheritance to the land in question and so could not benefit in any way from the minor’s early death. This would often be someone in the mother’s family. Where there were multiple holdings, the custody of any lands held for military service reverted to the respective parties from whom each of the lands was held. The custody of socage lands was dealt with as described above. The custody of the minor apparently lay with the party representing the land that the family had first acquired. If this was land held by socage this would normally be the family member as described above and if this was land held by military service the family to whom the service was owed. However, the situation might well be open to dispute and manipulation as it would often be difficult to find the necessary documentary evidence to determine the order in which holdings were acquired.

The cases involving Roger of Okeover’s wardship were examples of such complexity in which the precise terms on which land was held mattered. Some of their lands were allegedly held by military service and some were described as being held by socage. The category of tenure into which the land fell depended upon agreements entered into either at the time the land was originally acquired or perhaps, if the agreement had been modified, subsequently. Decisions also depended on the timings of the different acquisitions and or agreements that changed the terms of a tenure. Even when they existed, early documents often did not always record a date or specify the category of tenure involved, some of the details being taken for granted by the parties in accordance with practices accepted at the time of the transaction. Thus, at the time of these court cases at the end of the thirteenth century, the task of distinguishing between land held by military service and land held in socage may not always have been certain as the evidence in the court cases make it seem to us in retrospect. What emerges from the cases surrounding Roger’s wardship is that, at the end of the thirteenth century, when a family held land from more than one party, and where some or all of the principal landholdings may not have been held by military service, the legal precedents that determined how the wardship of a minor and his lands were to be allocated in cases of multiple tenures had either not yet been fully worked out or more likely, given that the date of origin of land and the terms on which it was held might be subject to dispute, were open to tactical manipulation in the courts.<sup>48</sup> The

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<sup>46</sup> *P and M*, i p. 218.

<sup>47</sup> See *P and M*, i p. 299 ff.

implications of this, particularly for the understanding of the development of the law relating to wardship will be explored further in chapter seven.

#### 1.4 Relationship with other tenants.

It seems reasonable to suppose that the legal disagreements surrounding Roger's wardship affected his behaviour as an adult. This can be seen in particular in some of the cases he was involved in as an adult. One of the first cases that Roger initiated attempted to address the precise extent of his claims over the appurtenant lands of Okeover in Ilam and Castern. In 1315 Roger sued his neighbours Walter Wither and his wife Joan for 'a messuage, a mill and three hundred acres of pasture in Ilam as his right and inheritance'.<sup>49</sup> By this time Roger would have been in his mid-twenties. As we shall discover, Walter Wither was probably a distant cousin of Roger.<sup>50</sup> This, as will be shown, was probably a speculative action.

The following year, Roger was back in court against Walter and Joan claiming his right to their land as the heir of his great-grandfather Hugh II of Okeover who was 'seised of the tenements' during the reign of Henry III. Walter and Joan objected to the writ because at the date of it Hugh II was 'not seised of all the tenements, the Abbot of Burton holding eight acres of them'.<sup>51</sup> A document dated between 1241 and 1269 and appearing early in the cartulary is a copy of the confirmation that Hugh II of Okeover provided to Henry son of Henry of Ilam, of the lands Henry held in the fee of Ilam.<sup>52</sup> In view of its direct relevance I will quote directly at some length.

... ego Hugo filius Roberti de Acovre concessi et hac presenti carta mea confirmavi Henrico filio Henrici de Ilum pro homagio et servicio suo omnes terras et omnia tenementa cum omnibus pertinenciis suis que Henricus pater eiusdem Henrici vel eiusdem antecessores de antecessoribus meis unquam tenuerunt in feodo de Ilum Tenend' et habend' sibi et heredibus suis sive assignatis in feodo et hereditate quiete et solute cum omnibus libertatibus lib[e]ris communis et asyamentis ad omnia predicta tenementa pertinentibus.<sup>53</sup>

The wording indicates unambiguously that this was an hereditary grant. Further, the holding had previously been held by Henry son of Henry of Ilam's antecessors from Hugh of Okeover's ancestors for some generations before. We will learn below that Walter had himself inherited the land at Ilam from his father.<sup>54</sup> So why was Roger challenging an hereditary claim to this

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<sup>48</sup> See also S. S. Walker, 'Wrongdoing and Compensation: The Pleas of Wardship in Thirteenth and Fourteenth Century England', *The Journal of Legal History*, 9, no. 3 (1988).

<sup>49</sup> 'Plea Rolls of Edward I', Wrottesley, p. 53.

<sup>50</sup> See chapter 3.

<sup>51</sup> 'Plea Rolls of Edward I', Wrottesley, p. 64.

<sup>52</sup> This is OC7, seventh document of the cartulary. In chapter 2 I examine the order of the cartulary and the dates of its creation.

<sup>53</sup> OC7 is heavily gummed and difficult to decipher. Another copy of the grant, somewhat abbreviated, appears in 'BC', p. 99 (folio 118). Much of the extract is taken from the cartulary copy.

land? Given this, how might Hugh II have obtained his seisin? Seisin was a key concept in the law relating to land at the time and it related directly to the occupation and use of land by the person(s) whose land it was as distinct from other less direct claims over the land. Was it actually the case that Hugh II had held the seisin alleged? Unfortunately the court records do not tell us how the case was resolved and so do not provide an immediate answer to the question. It is questionable whether Roger was in possession of a full record of the history of the land at Ilam. In chapter 3 the thesis will investigate in depth, insofar as the information is available today, the history of the land of Okeover, of which Ilam was part, and ask precisely what claims the Okeovers held over that land and the characteristics of the relationship between the Okeovers, the Abbey of Burton and other landholders within what constituted the fee of Okeover.

A further case also shows how Roger understood the legal position with regard to the wardship of the land at Okeover and therefore how the land was categorised legally. In 1317 Roger sued William de Sutton and his wife Margaret, Roger's own mother who had remarried, 'to render an account of the issues of the land etc. in Aquore whilst they were in their custody; the said lands being held in socage and of which they had custody while he was a minor.'<sup>55</sup> The case was based on the claim that the family held Okeover in socage. Roger was acting on an understanding that, for at least a part of his minority, Okeover had been in the custody of his mother Margaret, apparently by then remarried to William de Sutton. This would have been consistent with the description of the land as being held in socage, though not with the joint tenancy she had apparently been granted on her marriage to John of Okeover.

This was to be no easy action for Roger. Eighteen months later, in 1319, his mother countersued: 'William de Sutton of Warrewyk and Margaret his wife sued Christin[e] wife of Roger de Acovere for the manor of Acovere as the right of the said Margaret and they sued the said Roger and Christin[e] for the same.'<sup>56</sup> It is likely that Roger was involved in the Scottish Wars at this time because the Scotch Rolls record him as having been granted a letter of protection in 1319.<sup>57</sup> The disagreements did not end there. Nearly twenty years later, in 1338, William and Margaret sued Christine again, this time for Margaret's dower, following the death of Roger.<sup>58</sup>

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<sup>54</sup> Chapter 3, p. 90.

<sup>55</sup> 'Extracts from the Plea Rolls of the Reign of Edward II, A.D. 1307 to A.D. 1327', ed. George Wrottesley, in *Collections for a History of Staffordshire*, vol. IX (1888), p. 70, also 'WO', p. 24.

<sup>56</sup> 'Extracts from the Plea Rolls of the Reign of Edward II', Wrottesley, p. 76. In this action, Margaret appears to be basing her claim on the grant of a joint tenancy made at the time of her first marriage.

<sup>57</sup> 'Military Service Performed by Staffordshire Tenants (1230-1392)', ed. George Wrottesley, in *Collections for a History of Staffordshire*, vol. VII (London, 1893), p. 40.

<sup>58</sup> 'Extracts from the Plea Rolls, 1 to 15 Edward III.', ed. George Wrottesley, in *Collections for a History of Staffordshire*, vol. XI (London, 1890), p. 83.

## 1.5 Social and political networks.

Other cases that Roger was involved as an adult throw further light both on his character and his relationships with others in the locality. Three aspects stand out. We have already seen that he was a regular presence in the courts both as a litigant and as a defendant. The records also show that he was an active soldier of considerable experience. Third, within the locality, he was a force to be reckoned with.

As a knight Roger served regularly in Scotland. The Scotch rolls record him as having letters of protection relating to his service there in 1319, 1332 and 1334.<sup>59</sup> On 17 October 1325 an order of protection was granted to Sir Roger for one year for staying in Gascony on the king's service.<sup>60</sup> In 1333 Roger was pardoned for a bond of one hundred marks that had been due to Hugh le Despenser, 'in consideration of his services in the present war of Scotland.'<sup>61</sup> Roger died in Scotland at the siege of Stirling in 1337.<sup>62</sup>

Roger's record of military service to the king is in contrast to a what appears to be a rather less enviable record at a local level. For a relatively prominent member of the local gentry such as Sir Roger, the problems of Edward II's reign and in particular the involvement of the Earl of Lancaster, who held the centre of local power at Tutbury Castle, presented particular difficulties as to how he managed this important vertical relationship. Following the disgrace of Robert III de Ferrers in 1266, the castle at Tutbury and most of the Ferrers' lands had passed to Edmund the younger brother of Edward I, and he succeeded in 1296 by his elder son Thomas.

How close the relationship between Roger and the earls of Lancaster was is obscure. Certainly Roger owed services in respect of some of his land to those who themselves owed services to the earl. These included the priory at Tutbury, and the families of Chandos and Stafford for Atlow, Montgomery for Snelston and Roger of Bradbourne.<sup>63</sup> The connections between the Bradbournes and the Okeovers dated back over one hundred years.<sup>64</sup> One of Lancaster's retainers, Thomas Wither, was one of the free tenants of Snellsdale, part of the Okeovers' land for which they owed service to the Prior of Tutbury. Thomas was also the younger brother of Walter Wither, who held Ilam, part of the lands attached to Okeover.<sup>65</sup>

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<sup>59</sup> 'Plea Rolls of Edward I', Wrottesley, p. 50, 1319 against Scots, June 24 1332, p. 52, 10 December 1334 until Feast of Easter and p. 54, June 15 1335.

<sup>60</sup> *CPR*, Edward II, 1324-1327, p. 180.

<sup>61</sup> *CPR*, Edward III 1330-1334, p. 456.

<sup>62</sup> 'WO', p. 40.

<sup>63</sup> J. R. Maddicott, *Thomas of Lancaster, 1307-1322: A Study in the Reign of Edward II* (London, 1970), p. 60, identifies Roger of Bradbourne, from whom Roger of Okeover held land, as a supporter of Thomas of Lancaster. Henry de Bradbourne, Roger's brother, or more probably son, was one of the supporters of Thomas of Lancaster sentenced to death after the battle of Boroughbridge in 1322. *Ibid.*, p. 312.

<sup>64</sup> See chapter 6 p. 191 ff.

<sup>65</sup> Maddicott, *Thomas of Lancaster, 1307-1322*, p. 54. See also the case above. Thomas was probably related to Roger.

Nevertheless, Roger himself does not seem to have been a close follower of the earl and his name does not appear as one of those in the direct service of Earl Thomas recorded by Maddicott.<sup>66</sup> On the other hand, the *curia regis* rolls in 1323 record a fine of £20 against Roger payable to the king in a case in which ‘the jury presented that Roger de Okovere knight ... with many other malefactors in his retinue had insulted beaten and maltreated at Derby Nicholas de Trowell at that time the king’s bailiff in that town.’<sup>67</sup> This attack had apparently taken place in January 1317, coinciding with a time of estrangement between Thomas of Lancaster and the king, and might well suggest that Roger’s sympathies lay with the earl.

Further evidence indicates that Roger’s approach in these troubled times may have been more opportunistic. Following the execution of the Earl of Lancaster Roger was in trouble for taking sheep that had belonged to the earl. As a result his lands and goods were taken into the king’s hands.<sup>68</sup> He was eventually exonerated on the pretext that he had in fact ‘arrested’ the sheep. His actions could be explained as an attempt to keep the sheep out of the king’s hands but he might also have been taking advantage of the breakdown of order in the locality to secure some short term advantage. However, though he did not lose his lands after the defeat of Thomas of Lancaster, he did not escape the displeasure of Hugh le Despenser who extracted a recognizance of one hundred marks from him, though this was subsequently forgiven by Edward III.<sup>69</sup> Despenser was evidently suspicious about Roger’s allegiance to Thomas of Lancaster.

At some time during the troubles Roger must have been in disagreement with the Abbot of Burton who seems to have remained loyal to the king. Roger himself also had occasion to complain about the behaviour of his neighbours. On February 12th 1327 a commission of oyer and terminer was set up on a complaint by Roger of Okeover that

William Abbot of Burton upon Trent, Robert de Brikhill and Henry de Yoxhale monks of his abbey John de Toke parson of the church of Grendon, Ralph de Grendon and others forcibly entered and broke the doors gates and windows of the houses and the hedges within his manor in the county of Suffolk [*sic*] shut up Christin[e] his wife in the same manor carried away his goods and also deer from his park and hares, rabbits, partridges, and pheasants from his warren.<sup>70</sup>

There is no evidence as to when this incident took place or as to how the case was resolved.<sup>71</sup> It should also be noted that in 1322 the abbot himself made a number of complaints about attacks on his lands.<sup>72</sup>

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<sup>66</sup> Maddicott, *Thomas of Lancaster, 1307-1322*.

<sup>67</sup> ‘Extracts From the Coram Rege Rolls and Pleas of the Crown, Staffordshire, of the Reign of Edward II AD 1307 to AD 1327 Translated from the Original Rolls in the Public Record Office’, ed. George Wrottesley, in *Collections for a History of Staffordshire*, vol. X (London, 1889), pp. 26-27.

<sup>68</sup> *CCR*, Edward II 1318-1323, p. 593.

<sup>69</sup> *CPR*, Edward III 1330-1334, p. 456.

<sup>70</sup> *CPR*, Edward III vol. 6 1327-1330 p. 71. From the participants, who came from the nearby village of Grendon, it seems certain that this event took place in Staffordshire rather than Suffolk.

<sup>71</sup> ‘WO’, p. 35.

There was also the long running quarrel between Roger and Laurence of Okeover, to whom he was probably also related.<sup>73</sup> Roger had claimed that Laurence was one of his villeins rather than a freeman. This was despite the fact that Laurence himself had significant holdings of land in Ashbourne and Morley and was married to Marjorie de Audley of Blore.<sup>74</sup> There was a protracted dispute between the two after Laurence claimed that Roger had assaulted him and as a result Laurence obtained substantial damages that were probably never paid. It is not apparent whether this was a political disagreement or merely economic opportunism on Roger's part. There is a possibility that Laurence was a close supporter of Thomas of Lancaster and that Roger and others had entered Ashbourne to distrain Laurence on the king's behalf, though Thomas of Lancaster claimed that it was not subject to the king's writ. Matters must ultimately have been settled between the two because Laurence eventually left his lands at Morley to Roger.<sup>75</sup>

A pair of charters, the first in medieval French, give a tantalising glimpse of another aspect of Sir Roger's life. On October 7th 1330 Queen Isabella the widow of King Edward II made a grant 'a nostre bien ame mons[ieur] Roger de Okovre' of four hundred acres at Fairfield in the forest of the Peak to be held for an annual payment of ten pounds to be made to her during her life.<sup>76</sup> On October 18th 1330 this grant of land was confirmed by the king Edward III, though this grant was to Roger and his heirs for a payment of ten pounds each year in perpetuity.<sup>77</sup> The successful coup against Queen Isabella and Roger de Mortimer took place at Nottingham the following day. The fine was a privy seal order. The keeper of the privy seal was Richard Bury who was close to both Queen Isabella and to Edward III having served him as a counsellor and probably his tutor for a significant time.<sup>78</sup> After the deposition of Mortimer, Bury continued to be an important member of the royal administration eventually becoming chancellor in 1334. It is difficult to say much more about the import of this grant. The timing of the grant and of its confirmation might suggest that it was more than simply a commercial transaction. The involvement of Richard Bury does suggest that Roger may have played a significant part in

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<sup>72</sup> *CPR*, vol. 3 p. 255, vol. 4 p. 378.

<sup>73</sup> Wrottesley suggests that Laurence was a member of the Melwich branch of the Okeover family, 'WO', p. 28 ff. for the following description.

<sup>74</sup> See 'Derbyshire in 1327-1328 Being a Lay Subsidy Roll', ed. J. C. Cox, *Journal of the Derbyshire Archaeological and Natural History Society*, 20 (1908), pp. 46 and 69.

<sup>75</sup> OC163 and the following documents in the cartulary concern Laurence's lands in Morley. These are not included the appendix.

<sup>76</sup> OC158 and OC159. Fairfield lies just to the east of Buxton. An entry on *CCR*, p. 154, for October 7th 1330 notes that 'Roger of Okeover knight acknowledges that he owes to Queen Isabella 10 marks to be levied in default of payment of his lands and chattels in cos Derby and Stafford.'

<sup>77</sup> OC159. The cartulary copy of the grant specifies the area of land as *quadraginta* or 40 rather than 400 acres. However, the amounts to be paid are the same as in the grant by the king's mother. The fine rolls for October 18th 1330 record the grant to Roger of 400 acres of land in Fairfield. *CFR*, vol. 4, Edward III 1327-1337, p. 193.

<sup>78</sup> See the entry for Richard Bury in H. C. G. Matthew and B. Harrison, *The Oxford Dictionary of National Biography* (Oxford, 2004) seen online at <http://www.oxforddnb.com/view/article/4153> on April 11, 2016.

the successful coup. It may not be a coincidence that the king's itinerary for the following year 1331 show that he and the court were close by in the High Peak for some days at the start of September.<sup>79</sup> By 1333 Roger had transferred the land at Fairfield to the abbot and convent of Rocester. On August 6th 1333 the fine rolls note a pardon to the abbot and convent 'for their trespass in acquiring of Roger of Okeover ... without licence 400 acres of land in Fairfield ... notwithstanding the statute of mortmain.'<sup>80</sup> These cases go to show that Roger was not only a significant figure in the locality who was used to exercising a level of personal independence, but also had his own connections with the royal court.

## 1.6 Economic considerations.

The records of three court cases regarding the enclosure of common pasture in Atlow provide another indication as to how Roger dealt at a local level with matters concerning the economic management of his lands.<sup>81</sup> Roger held the manor of Atlow and, from what follows, had attempted to gain control over part of the common land there, depriving others of their common rights over some of this land. In the first of these hearings at Derby before William de Herle and his associates as the king's itinerant justices,

The assize came to consider if Roger of Okeover Richard the Ditcher of Hopton and William Carter of Hopton unjustly etc disseised John de Mestre of common of his pasture in Atlow that pertained to his free tenancy in Bradley [...]. And whence it is questioned whether he was disseised of common of pasture to wit of commoning in a hundred acres of moor and pasture with every sort of his draught animals each year throughout the year etc.

Roger countered by claiming that no more than fifty acres was involved and he had enclosed or cultivated (*appruiavit*) the said pasture as lord of the village leaving John enough pasture for his free tenancy and for exit and entry. An assize was taken and found that John had sufficient pasture for his free tenancy but that the enclosure had restricted the entrance and exit from John's holding. It was therefore found that John should recover his seisin and that Roger should be fined half a mark. Two other cases followed similar lines. The case between Roger and William de Montgomery referred to above adds weight to the suggestion that use of the common land and the boundaries between villages was a significant issue at the time.<sup>82</sup>

Both legal disputes and the documents also point to the importance of what was described as 'park'. Stephen Milesen has studied the medieval park and its relative importance both as an

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<sup>79</sup> See Caroline Shenton, *The Itinerary of Edward III and His Household, 1327-1345* (Kew, Surrey, 2007), p. 77. Writs in the *CFR*, vol. 4 pp. 272-273 were dated at Tideswell on September 3rd and 8th 1331, at Ashbourne on September 5th 1331 and at Castleton on September 8th 1331. Writs in the *CCR*, Edward III 1330-1333 no.s 259-262 and the *CPR*, Edward III no.s 162, 164, 168 from the same places and other places in the area close to Okeover over the same dates.

<sup>80</sup> *CFR*, vol. 4, Edward III, 1327-1337, p. 370.

<sup>81</sup> OC153, OC154, OC155.

<sup>82</sup> See p. 14.

economic resource and as a display of status. It was relatively unusual for landholders below the rank of the nobility to possess a park. In the early thirteenth century, the Okeovers had four. The explanation for this and comparisons with their neighbours, particularly those from whom they held land are of considerable interest.<sup>83</sup>

## 1.7 Conclusion.

From the legal cases which involved Sir Roger of Okeover and his lands it is possible to identify a number of specific questions that pertain to the prior history of a family that were in time to become established members of the gentry. These questions fit broadly into an established framework of gentry studies. Discussion of the evidence relating to the Okeover will also help illuminate some of the ongoing debates in this area and suggest directions for future research. The questions will be addressed in the chapters that follow. Edward II's reign was a tempestuous time and known for aggressive use of the courts by the gentry and others. The court records only contain those actively involved in disputes pursued through the courts and give no direct indication of the proportion of the population this represents. Roger appeared in the court and royal records a number of times. Whilst the number of appearances that he made in court are by no means the greatest that can be found in the records involving a single litigant, at least some of the actions he was involved in suggest an aggressive approach on his part.<sup>84</sup> Whether or not this was typical of men of Roger's position in society is difficult to establish without knowing how many and what proportion resorted to action through the courts. It would not be unreasonable to suppose the existence of a large hidden majority who would have shrunk from the cost and time involved in legal action, though there have been no studies that set out to verify this. If, as seems plausible on the face of it, Roger was a man of somewhat impulsive and perhaps intemperate character even for the time, this would be important when considering the value of the cartulary as a source of historical information, though the fact of its creation does suggest also that Roger was calculating as well.

The relationships that existed between the Okeover family, the lands it held, and other parties with claims that related to the same land are critical. The legal distinction between land held by military service and land held by socage appears to have been of crucial importance in the cases that concerned Roger's wardship. What was the origin of this distinction and the factual basis upon which it stood? A study of the particular holdings may provide some clues as to the answers to this question. And what was the impact or interaction in cases when a family had several landholdings? Furthermore, did the distinction have additional implications for Roger's

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<sup>83</sup> S. A. Miles, *Parks in Medieval England* (Oxford, 2009).

<sup>84</sup> See Caroline Burt, *Edward I and the Governance of England, 1272–1307* (Cambridge, 2012), p. 222 for example, who examines court appearances in Shropshire showing that some individuals appear on many occasions but is concerned with the changes in the levels of litigation over time rather than the proportion of the total population these litigants represent.

ancestors? In economic development, the ability to exploit land depends not only on occupation but also on how secure a tenancy is, inheritance practices and on the freedom to dispose of or pledge land. Finally, what can be learnt from the relationship between the Okeovers and the other tenants in Okeover, Ilam and Castern, the Woodhouses and elsewhere? All of these questions touch on a vital aspect of the legal and institutional context within which the family operated.

Social relationships, particularly the vertical relationships with those from whom land was held and other nobility with interests in a locality, played an important though sometimes problematic part. Roger was a young adult during the somewhat troubled years of Edward II's reign. Thomas of Lancaster, who was a focus of opposition to Edward II, held the local centre of power in Tutbury. The perceived relationship between Roger and Thomas thus assumed considerable importance. Roger's closeness at least to some of those in the retinue of Thomas of Lancaster, if not to the earl himself, would have made it difficult for Roger to dissociate himself entirely from the earl. The earl was the predominant landholder in the locality, even though Roger did not hold any land from him directly and does not appear among the identifiable members of the earl's retinue. Nevertheless, as a result Roger encountered problems particularly with the bond due to Hugh le Despenser, though this was later forgiven by Edward III. The thesis will investigate whether such problems were also typical of earlier generations of the family in their relations with the local community.

The income that could be generated from land holdings depended on the economic uses to which the land was put and any associated problems. The legal cases that Sir Roger faced reveal two types of problem. The first related to the establishment of the boundaries between different landholders. Was this a problem that had become more pressing as the growing population increased demands on the land? The second related to claims to the exclusive use of land that through long-standing custom had been taken to be in common use. What evidence of early enclosure does the cartulary contain? In addition to these particular problem areas the documents of the cartulary may contain pointers to the range of economic usage to which the land was put.

The decisions that successive generations of the Okeovers made in relation to their wider family could have a significant impact on their survival and success as a family and might also result in unanticipated problems for later generations. For marriages a corollary was often some form of tenurial relationship entered into between the families in order to seal the deal. Two twelfth-century marriages involved land at Snelston for one and land at Atlow for the second. Both these holdings, arguably, were at the root of problems concerning the wardship of Roger of Okeover. What is it possible to learn about the history of these holdings? To what extent did the cases reflect uncertainty about the law of wardship as opposed to the difficulties in determining the legal category into which land fitted or the dates that different holdings were acquired? The disputes over Roger's wardship arose in the years immediately after 1290 when the statute *Quia Emptores* was passed. This may have resulted those holders who owed military service to the

king or others adopting a more aggressive stance towards their own tenants. It is, however, possible that the pressures of war and the levels of taxation involved were also a factor in such actions.<sup>85</sup> Alongside the challenge of achieving successful marriages, sometimes involving an important alliance with another local family, went the need to provide for younger siblings that often involved a substantial provision of land.

Before considering these and related questions, it is necessary first to look carefully at the main sources of evidence on which this thesis is based, particularly the Okeover Cartulary.

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<sup>85</sup> Burt, *Edward I and the Governance of England, 1272–1307*, p. 240.

## 2 Sir Roger of Okeover and his cartulary.

### 2.1 Introduction.

Sir Roger of Okeover was about forty-nine years of age at the time of his death in 1337. Amongst the objects he left was a set of manuscripts containing copies of some two hundred documents, mainly deeds and records of court cases, relating to the landholdings of the Okeover family. Either towards the end of his life, or sometime later, these manuscripts were bound together in the form of a cartulary. The cartulary is in the Bodleian Library at Oxford and is part of the collection purchased from the antiquary Anthony Wood toward the end of the seventeenth century.<sup>1</sup> According to the Bodleian catalogue entry it was previously in the library of the antiquary Ralph Sheldon but was listed as missing in 1675. Sheldon's library was catalogued by Anthony Wood.<sup>2</sup> Dugdale's *Monasticon*, c.1655, contains extracts from the Okeover Cartulary attributed to the collection of the antiquary John Vincent.<sup>3</sup> Vincent, who died in 1671 bequeathed his manuscript collection, much of which had had belonged to his father Augustine Vincent (c1584-1626), to Ralph Sheldon.<sup>4</sup> Augustine Vincent had been a member of the College of Arms ending as Windsor Herald. It is reasonable to suppose that either Augustine or his son had previously acquired the cartulary which then passed to Ralph Sheldon.

The most interesting questions about the cartulary relate to the reasons for its creation. Chapter 1 has suggested that Roger of Okeover's childhood experiences go a long way to explain why he would have been interested to discover whatever he could about the legal basis on which his family lands were held. His actions during his lifetime suggest that he had concluded that he also needed to be proactive in asserting what he saw to be his legal rights. But we first need to ask how effective he was in achieving the intentions implicit in the commissioning of a cartulary. The evidence suggests that the cartulary was not fully realised during Roger's lifetime and may only have been collated after his death. Significant documents still in existence today were not included amongst the copies selected. Moreover, the history of some of the family lands pre-dated the time during which it became customary to create written records of transactions involving landholdings. Some of the implications of these limitations in the records available will only emerge in later chapters. The purpose of this chapter is to use the physical structure of the cartulary and its contents to throw light onto the intentions behind its creation, the dates of its creation and also the execution of its creation. It will also discuss the limitations of the cartulary as an historical source.

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<sup>1</sup> Bodleian Library, Wood empt. 6 no. 8594, (The Okeover Cartulary)..

<sup>2</sup> The entry for Ralph Sheldon in *The Oxford Dictionary of National Biography*, seen at <http://www.oxforddnb.com/view/article/25306> 31 August 2016.

<sup>3</sup> See entry for the Abbey of Burton upon Trent, vol. 3 p. 41.

<sup>4</sup> *The Oxford Dictionary of National Biography*.

## Codicology

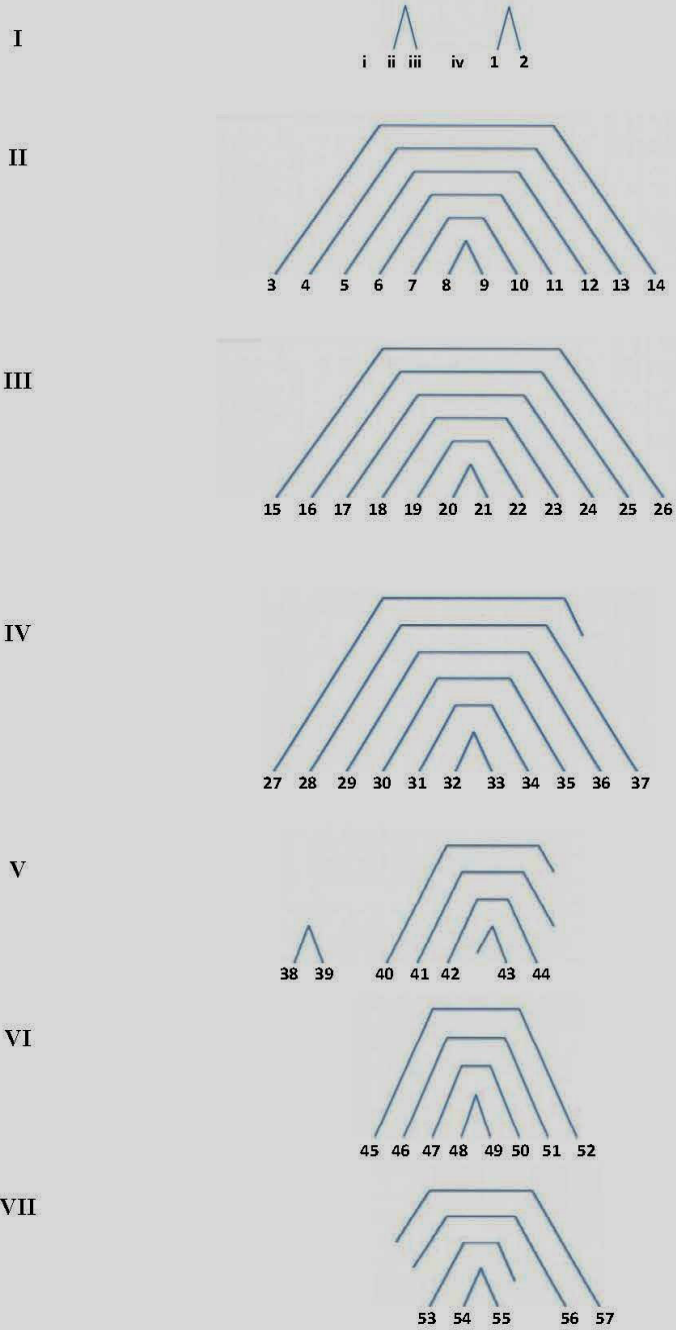


Diagram 2. 1 Foliation of the cartulary as catalogued.

## 2.2 Physical description.

The folios of the cartulary are written on parchment, mainly with a brownish ink, though there is some use of a greyish ink. The folios as they exist today were bound in half-leather covers in the late-nineteenth century. The cartulary can be analysed in a number of different ways, the organisation of the folios in the binding, the geographical organisation of the deeds and the subject matter of the various documents copied into the cartulary. A study of the binding reveals how the different folios that comprise the cartulary have been grouped together. This is shown in diagram 2.1 above.

<b>Quire</b>	<b>Description</b>	<b>Folios</b>
I	Five folios consisting of two bifolia separated by a single folio	ii-iv and 1-2
II	A quire of 12 with a visible thread between folios 8 and 9	3-14
III	A quire of 12 with a visible thread between folios 20 and 21	15-26
IV	A quire of 12 minus the last folio, which was cut off, with a visible thread between folios 32 and 33.	27-37
V	A miscellaneous collation of one bifolium and a quire consisting of a bifolium and three separate folios	38-44
VI	A quire of 8 with visible thread between folios 48 and 49	45-52
VII	A miscellaneous collation of a bifolium, a folio of parchment, a paper stub with a folded roll of accounts attached to it by paste and the end paper flyleaf with a piece of parchment pasted on to it	53-57

Following the front paper flyleaf, marked as folio i, there are seven groupings or quires of folios. There are two distinct numbering systems on the folios. The first, which the Bodleian catalogue entry for the cartulary uses, is at the top right-hand corner of the recto folio. The table above uses this as do the references throughout the thesis. The catalogue notes four introductory folios, numbered Roman i-iv. These numbers, added by the cataloguer, begin on the paper fly leaf inside the front cover. The pages of the three introductory parchment folios (ii-iv) are also marked, in pencil, sequentially, verso and recto, from A to E, starting on the top left-hand corner of the verso of folio ii. The introductory folios are followed by fifty-seven folios continuously numbered with arabic numerals in the top right-hand corner of the recto folio. These markings are in ink, except for that on the nineteenth-century paper end fly-leaf, folio 57, which is marked in pencil. The inked numbers were present before the nineteenth-century rebinding. A set of accounts on a folded roll is pasted onto a paper stub in the bound volume at folio 56 but this was probably not part of the original foliation. A parchment fragment was pasted onto the paper folio 57, presumably at the time that the folios were last rebound.

There are indications of earlier bindings. A second arabic number can be found at the bottom left-hand corner of every recto parchment folio starting with the first which is numbered arabic 1(ii top right). The numbers are continuous until the folio numbered 42(39). What would have been folio 43 of the bottom left enumeration is absent. The numbers continue again from 44(40) to 60(55). The folio numbered 47 bottom left is an empty folio of damaged parchment and is

unnumbered in the top right-hand corner. Folio 60 bottom left is numbered 55 in the top right-hand corner. There is no second number recorded on the bottom of the paper stub, folio 56 in the top right-hand corner, onto which the accounts are pasted. There are also some physical indications of a previous binding in the form of perforations on some of the folios. It is therefore possible to conclude from this that the half-leather binding of the cartulary that was carried out in the late-nineteenth century was not the first. At this rebinding the accounts, and possibly also the document pasted on to the paper folio numbered 57 in the top right-hand corner, were bound in though they may not have been part of the original volume. The folio that would have been numbered 43 in the bottom left-hand corner was probably lost at some stage before the ink numbers in the top right-hand corner were added. It is not possible even to speculate as to when this loss occurred or what the lost folio may have contained. The hand used for the numbering of the folios in the bottom left-hand corner can be dated after the fourteenth century as it is in a later hand to those evident in the text. It is difficult to tell when it was added but the break in sequence noted above makes it earlier than the numbering shown in the top right-hand corner of the recto folios, on which the library catalogue relies. When the arrangement of the content is studied below there will be more to say about the physical form of the cartulary as it was first written.<sup>5</sup>

The arrangement of the contents of the cartulary is set out in table 2.2 below. Quire I is a miscellaneous set of copies relating to different places and dates that will be discussed further below. The cartulary proper begins at the start of quire II with the tenth document and the grants received for Okeover from the abbots of Burton. Quires II to IV probably best reflect the intentions of the cartulary as originally planned, though they are not complete. The basic organization is largely geographic by landholding; final concords and records of pleas and agreements concerning the lands appear separately at the end of quire IV. The order of this part of the cartulary is mostly systematic with the deeds recording transactions for lands held by Roger's ancestors at various points in time arranged in territorial sections for Okeover, Stretton, Sheen, Ilam, Ashbourne, Swinscoe, Parwich, Snelston, Melwich, Bradbourne, Minsterton, Atlow and Callow,<sup>6</sup> appearing first, followed by records of a number of court cases and final concords.<sup>7</sup> This part of the document was completed in a single hand with the exception of about two and a half pages of documents in different places which are in a different hand and make use of a different ink which appears grey in contrast to the brown of the remainder of the documents. Given their positions in the document those in the different hand would appear to have been added later in available spaces, possibly left for the purpose. One of these, apparently later, insertions is of some importance in that it is a copy of the deed recording the land held by Orm of the prior of Tutbury and this is discussed below in the context of the deed.<sup>8</sup>

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<sup>5</sup> See p. 48.

<sup>6</sup> OC10 to OC139.

<sup>7</sup> OC140 to OC147.

<sup>8</sup> OC57 discussed in chapter 4, p. 118 ff.

**Table 2. 2 Arrangement of cartulary content.**

<b>Quire I.</b>		
1-6.	Record of rents and services owing to and owed by Sir Roger.	Fourteenth century.
7.	Grant by Hugh II to Henry son of Henry of Ilam.	1240 × 1269.
8.	Grant by Sir Roger of Okeover to William de Praers.	1330.
9.	Domesday records of Okeover, Atlow and Snelston.	Fourteenth century copy.
<b>Quire II.</b>		
10-13.	Grants by the abbots of Burton re Okeover.	Twelfth to thirteenth century.
14-16.	Grants by the abbots of Burton re Stretton.	Twelfth to thirteenth century.
17-22, 24-26, 53, 56.	Grants re Okeover, Snellesdale, the Woodhouses and Coldwall.	Twelfth to thirteenth century.
23.	Royal grant of free warren.	June 20th 1256.
27-29, 39-42, 54.	Grants re Sheen.	Twelfth to thirteenth century.
30-36.	Grants re Ilam.	Thirteenth century.
37, 38.	Grants re Ashbourne.	Twelfth to thirteenth century.
43-52, 55.	Grants re Swinscoe.	Thirteenth century.
57.	Grant by the Prior of Tutbury of land at Mayfield.	1125 × 1138.
58-65.	Grants re Parwich.	Thirteenth century.
66.	Grant re Alsop.	1241 × 1269.
67-77.	Grants re Snelston.	Thirteenth century.
<b>Quire III.</b>		
78-107.	Grants re Snelston.	Thirteenth century.
108.	Grant re Norbury.	1269 × 1281.
109.	Marriage of Robert I and Sara de Chandos.	1200 × 1220.
<b>Quire IV.</b>		
110-116.	Grants re Milwich.	1241 × 1269.
117-118.	Grants re Bradbourne.	1180 × 1241.
119.	Grant re Minsterton, Leics.	1241 × 1269.
120-121, 123-131, 136.	Grants re Atlow.	Twelfth to fourteenth century.
132.	Marriage of Arabella sister of John of Okeover to John Foljambe.	February 7th 1283.
122, 133-134, 139.	Grants re Callow.	Twelfth to thirteenth century.
135.	Grant to Geoffrey of Okeover re Hayfields.	1217 × 1224.
137.	Grant to Ralph II of Okeover re mill at Edricheshay.	1217 × 1220.
138.	Grant re Wetmore.	1269 × 1281.
140-147.	Final concords.	1203-1272.
<b>Quire V.</b>		
149.	Ecclesiastical court case.	1241 × 1269.
149.	Grant re Calton.	1241 × 1269.
150,151.	Free tenants at Snellsdale and Woodhouses.	Early fourteenth century.
152-157.	Pleas and agreements.	1330.
158-159.	Grants re Fairfield.	1330.
160.	Morley genealogy.	Unknown - later hand.
<b>Quires VI and VIIa.</b>		
160-195.	Documents re Morley.	Thirteenth to fourteenth century.
<b>Quire VIIb.</b>		
197-198	Accounts.	Thirteenth century.
199	Pasted fragment.	Undated.

A space was left at the start of each document for later rubrication, a significant indication of an intention that these copies would be part of a cartulary collection. Quire Va is a bifolium with another miscellaneous collection of copies of documents from different times and places. Quire

Vb contains copies of records of legal cases that Roger was involved in around the year 1330 along with the significant royal charters for Fairfield also dated to 1330. These, along with the deeds for Morley, acquired by Roger from his cousin Laurence in 1332 and contained in quire VI, can be taken as considered additions to the original plan.<sup>9</sup> Quire VII contains some residual Morley copies and the nineteenth century insertions.

The relationship between the quires, the documents they contain and the hand of the scribes is shown in the following table. The variations in the hands reflect the different times at which the documents in the various quires were copied.

<b>Quire</b>	<b>Folio</b>	<b>Document</b>	<b>Content</b>	<b>Hand</b>
Ia	ii-iii	OC1-5	Miscellaneous material: lists of early-C14 tenants at Snelston, services owed by Sir Roger	Mainly hand 1
Ib	iv	OC6	Free tenants of Okeover	Mainly hand 1
Ic	1-2	OC7-9	Thirteenth-century Ilam grant, 1330 grant to de Praers, copy of Domesday extracts	Mainly hand 1
II-IV	3-37	OC10-147	Main part of the cartulary	Hand 2 with minor exceptions
Va	38-39	OC148-151	Ecclesiastical court case, Calton, free tenants at Okeover	Hands may be three including 1/2
Vb	40-44	OC152-161	Pleas and agreements and Fairfield all dated 1330, Morley genealogy	Hands 4 and 5
VI	45-52	OC162-185	Morley	Hand 8
VIIa	53-55	OC186-196	Morley	Mainly hand 8
VIIb	56-57	OC197-198	Accounts and pasted fragment	Hands 6 and 7

There are some significant anomalies in the organisation of the cartulary as we see it today. These relate particularly to quire I and the bifolium, labelled quire Va, that is bound in at the start of quire V. The later inclusion of the accounts roll and fragment at the time of the nineteenth century binding has been dealt with above. The first page of the initial bifolium (ii-iii) in quire I was originally left blank and it now contains a copy of its original catalogue entry ‘Ms. Wood G’ and which must have been inserted after the cartulary was acquired by the Bodleian in the late seventeenth century. The next two pages contain two documents that are early fourteenth-century rent rolls for Snelston setting out the relevant services.<sup>10</sup> The final page contains three documents showing the services owed by Sir Roger to the Abbot of Burton, the Prior of Tutbury and the hundred of Totmonslow.<sup>11</sup> The sixth document is on the recto leaf of the single folio (iv), the verso being blank. This is a record of the free tenants at Okeover at the time of Sir Roger. This appears to consist entirely of the holdings of Sir Thomas Wyther, one of Thomas of Lancaster’s men.<sup>12</sup> The first leaf of the final bifolium is a very faded copy of a transaction between Hugh son of Robert of Okeover and Henry son of Henry of Ilam involving the mill and

<sup>9</sup> See chapter 1, p. 32, for further details of the relationship between Roger and Laurence.

<sup>10</sup> OC1 and OC2.

<sup>11</sup> OC3, OC4, OC5.

<sup>12</sup> See p. 30.

other land in Ilam dated in Hugh's lifetime between 1241 and 1269. Much of the page is gummed and unreadable though enough of it is readable to determine that a copy of the same document also appears in Wrottesley's printed transcript of the Burton cartulary in an abbreviated form without a witness list.<sup>13</sup> This land was the subject of a law case that Roger undertook in 1315 against Walter Wyther and his wife Joan, the heirs of Henry of Ilam.<sup>14</sup> The verso of this folio is blank. The next recto of the bifolium, the eighth document, is a grant by Sir Roger to Adam son of William de Praers of land at the Woodhouses and is dated to 1330.<sup>15</sup> On the verso of this folio, the ninth document, are copied extracts of the Domesday entries for Okeover, and interestingly, Atlow and Snelston.<sup>16</sup> What this description indicates is a lack of any coherent design behind this quire. Unlike quires II-IV, the layout makes no provision for subsequent rubrication. The contents of each of the bifolia and of the separate folio are not obviously related and indeed were not even written at the same time. This gives an impression of these folios having been separate pieces of parchment that were used randomly to make records as required at the time rather than in furtherance of a specific plan. The whole quire appears to be a rather random collation of documents that may even not have been originally intended as part of a cartulary, at least in the form they now appear in it.

The second serious anomaly in the cartulary is the bifolium Va. This consists of copies of three documents, a mid-thirteenth-century ecclesiastical court case concerning tithes and the maintenance of the churches at Okeover and Sheen, a mid-thirteenth-century grant of land at Calton and a faded list of free tenants at Okeover that can be dated to the fourteenth century before the death of William Wyther in 1307.<sup>17</sup>

### 2.3 Date and collation.

These tables provide the basis for an investigation of the selections and the timing of the collation of the cartulary. The question that arises is whether the cartulary as it now exists reflects the intentions at the time the manuscript was written or whether decisions made long after its parts were first written and, perhaps, made at the time it was bound or rebound, have distorted the execution of those intentions. The possible dates that can be attributed to the creation of the various parts of the cartulary are relevant to this question.

The Bodleian catalogue dates the cartulary to the second quarter of the fourteenth century.<sup>18</sup> This, however, gives an impression that the cartulary was compiled as a coherent whole. It is not

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<sup>13</sup> OC7.

<sup>14</sup> This is recorded in 'Extracts from the Plea Rolls of the Reign of Edward II', Wrottesley, pp. 53, 64.

<sup>15</sup> OC8.

<sup>16</sup> The latter entries are discussed in chapter 6, p. 201.

<sup>17</sup> OC149, OC150, OC151. R. F. Bigg-Wither, *Materials for a History of the Wither Family* (Winchester, 1907), p. 5.

<sup>18</sup> Bodleian Library, Wood empt. 6 no. 8594, (The Okeover Cartulary).

difficult to demonstrate that this was not the case. Quire Ic contains copies of three documents. One is a deed dated to 1330 and its appearance early in the cartulary, the eighth document, underlines the cataloguer's attribution. However, the preceding document, the seventh, is a copy of a significantly earlier deed, the thirteenth-century grant to Henry son of Henry of Ilam.<sup>19</sup> This was directly relevant to the Ilam court action that Roger took in 1315 against Walter Wither and his wife Joan and it seems likely that the copy dates to about that time.<sup>20</sup> This case is discussed in chapter 1 above.<sup>21</sup> The sixth document could also date as early as 1315.<sup>22</sup> Thomas Wither, who was the free tenant mentioned in the document, was the brother of Walter Wither. In a document dated June 15th 1313, Roger had secured a quit claim from William de Wilburnham relating to any rights of homage and wardship in respect of land at Snellsdale that had been held by William Wither, Thomas' father, William being already dead by this date.<sup>23</sup> The miscellaneous nature of the documents copied on this bifolium reinforce the interpretation that it was simply a working fold of parchment that was not originally intended as part of the planned cartulary. Variations in the hands and the inks used by the scribes responsible for the early parts of the cartulary are consistent with this suggestion. The first quire is therefore anomalous and its contents are not a reliable guide to the possible dating of the cartulary as a whole.

The three quires II-IV can be identified as the main part of the intended cartulary. These were written predominantly in a single hand that is different from the hands used in the documents of quire I. This could suggest the employment of a new clerk with a more defined purpose as to the record to be compiled. The space left for rubrication at the beginning of each of the documents copied in quires II-IV indicates that they were planned to be part of a production of some quality. The content is arranged more systematically in an order that is more or less determined by the geography of the holdings. A second coherent collation is to be found in quire Vb which contains documents concerning events that took place in 1330. These consist mainly of copies of cases obtained from plea rolls together with the grants related to Fairfield from Queen Isabella and King Edward III.<sup>24</sup> No space was left on these for rubrication suggesting that the original intentions of the cartulary had been forgotten by this time. On the final page of this quire is a genealogical table relating to the holdings of land in Morley which Roger obtained from Laurence of Okeover in 1332.<sup>25</sup> This is in a later hand and it is reasonable to conclude that it was inserted at a later date on the blank leaf at the end of the quire that was arranged to precede the documents that relate to Morley. The Morley documents form the third major collation and comprise section VI, and also a bifolium and leaf (VIIa) that were sewn into quire

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<sup>19</sup> OC8.

<sup>20</sup> OC7.

<sup>21</sup> See p. 28.

<sup>22</sup> OC6.

<sup>23</sup> OC22.

<sup>24</sup> OC158, OC159.

<sup>25</sup> OC160.

VII when the cartulary was rebound at the end of the nineteenth century. This is evident because the outer component of quire VII is a folded slip of contemporary paper providing a paper stub at each end of the quire. The content of the bifolium and leaf labelled VIIa relate to the contents of quire VI and are largely in the same hand. The remaining part of quire VII consists of the folded account roll pasted onto a paper stub and a fragment of parchment pasted onto the recto of the paper end flyleaf. The presence of both of these items as part of the bound cartulary can probably be attributed to the late nineteenth century rebinding and it is likely that previously they would have been kept loose rather than bound into the cartulary. This leaves the quire I and the bifolium labelled quire Va to be explained. These are more problematic and indeed very revealing about the way in which the cartulary was put together and are discussed further below. Before this it will be helpful to investigate the date at which the cartulary may have been written.

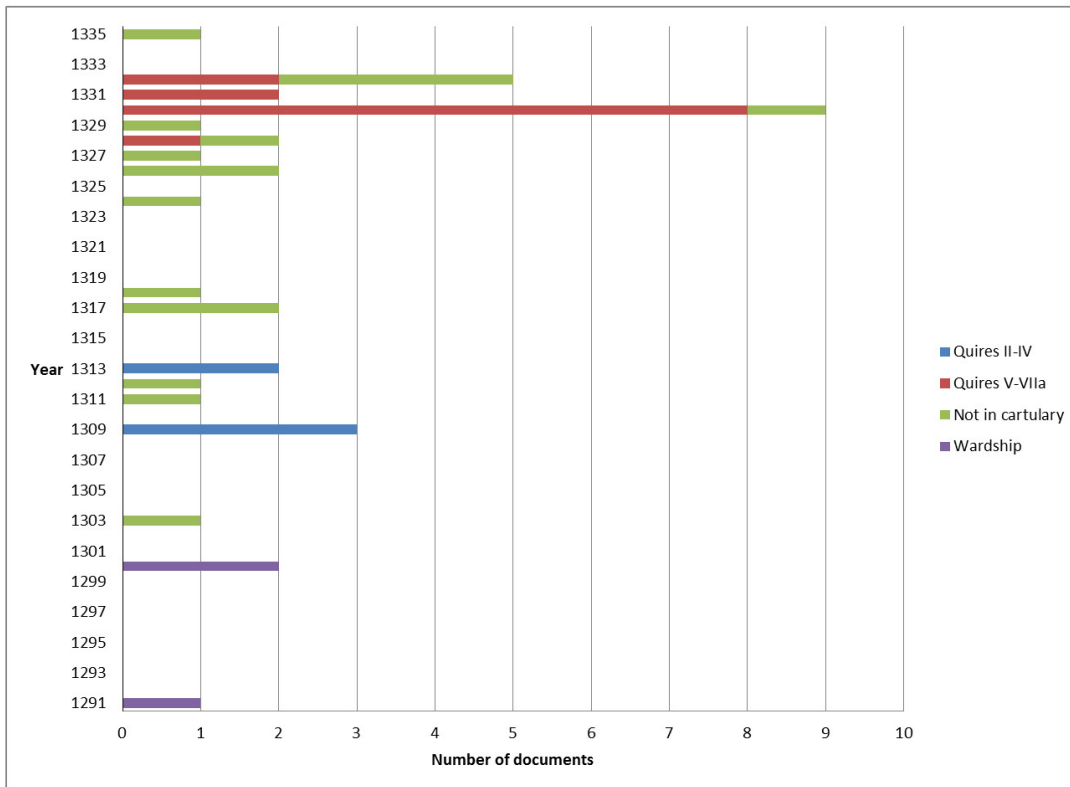
The period of time over which the main parts of the cartulary were produced is not evident in the content and can only be inferred from the wider context both of other material in the cartulary and other contemporary documents. An analysis of the deeds or other documents executed during the life of Roger of Okeover provides an interesting perspective on the dates of the production of the cartulary. Forty of these documents survive, eighteen of which are copied in the cartulary. The remaining twenty two, which survive as originals or copies, were not included.<sup>26</sup> The documents included in the cartulary appear as follows:

<b>Quire</b>	<b>Number</b>	<b>Reference</b>	<b>Date</b>
I	1	OC8	1330
II	1	OC22	1313
III	1	OC92	1313
IV	3	OC128-130	1309
V	8	OC152-5 and 157-9	1330
VI-VIIa	5	OC163-4,168, 194-5	1328-32

The following diagram shows the distribution over time of all the documents that relate to transactions in which Sir Roger was a party rather than a witness:

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<sup>26</sup> These exclude those documents in the cartulary that relate to Morley but do not directly involve Roger himself.



**Diagram 2. 2 Date distribution of Roger's documents.**

This shows that there were two clusters of Roger's documents that were included in the cartulary. The first cluster consists of documents relating to transactions between 1309 and 1313 and these appear in quires II-IV. The second cluster includes documents relating to events between 1328 and 1332 and these appear in quires V-VIIa. The documents represented in green in the diagram do not appear in the cartulary and are distributed reasonably evenly through Roger's active life. Taking the distribution as a whole there are two periods of greater activity and these coincide with the dates of the clusters of documents that appear in the cartulary. This suggests that the cartulary was written in two parts, an earlier part consisting of quires II-IV and a later part consisting largely of quires V-VII. This would be consistent with an examination of the differences in the hand that completed the majority of II-IV and the different hands used in V and after. The first of these collections of quires could not, however, have been started much before 1313 because of the inclusion of a document dated to that year on folio 5, only the twelfth document in the series.<sup>27</sup> In quire V, the bifolium labelled Va consisting of folios 38 and 39 could consist of copies of much earlier documents and could have been written at any time. Vb on the other hand could not have been started before 1330, the year to which all the documents relate. The other main distinguishing feature between II-IV and V is that the scribe responsible for most of the content of quires II-IV carefully left a space for rubrication at

<sup>27</sup> OC22.

the start of each of the documents copied, something that is not a feature of the later quires. This indicates at least that the scribe for II-IV was operating on the basis of an expressed intent that was not necessarily communicated to subsequent scribes and suggests at least the possibility of a significant elapse of time between the writing of the two parts.

This proposition can also be tested by looking at it in the context of the concentrations of activity in the generation of the documents set against Sir Roger's other preoccupations. This is relevant because it supports the idea that there was a significant gap in the creation of the copies that appear in the cartulary and that this gap coincided with times when Roger's attention was on other matters. From the middle of the second decade of the fourteenth century to the early 1320s, Roger seems to have been involved, at least peripherally in the disagreements between Thomas of Lancaster and Edward II.<sup>28</sup> Subsequently we know that he was involved in military activities, possibly in Gascony and elsewhere. In 1328 he went as far as making a grant of the manor of Okeover to William parson of the church of Enfield.<sup>29</sup> This was presumably some sort of protective move in anticipation either of impending military service or some form of legal action against him. His wife Christine was not a party to the transaction indicating that prior to this particular transaction she was not a joint tenant of Okeover with Roger.<sup>30</sup> The importance of this document to the family is indicated by the witnesses who included Richard of Okeover, probably Roger's great uncle, and also Henry de Birmingham. The latter is significant because as a child Roger was the ward of Isabel de Birmingham and it is possible that Roger's wife Christine was in some way related to the Birmingham family. In 1330 Roger was involved in a number of cases of litigation as well as a case of *quo warranto* that was brought against him in respect of his claim to free warren at Okeover. Given that the government was at this time was in the hands of Mortimer and Queen Isabella the timing and motivation for this action is interesting.<sup>31</sup> In 1330 it is also possible that Roger was involved in some way in the coup that ousted Mortimer and Queen Isabella and in also providing some service to Edward III.<sup>32</sup> At the start of Edward III's reign there was a lull in military activities and in September 1331 Edward and the court were hunting in the Peak close to Ashbourne and Okeover and this perhaps places Roger in the area at the same time.

This impression, that the extant cartulary was created in phases over some time and as a result did not as a whole fully represent Sir Roger's original intentions, is reinforced by the second anomalous bifolium that is bound in at the start of quire V. This, as with quire I, consists

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<sup>28</sup> See chapter 1.

<sup>29</sup> DRO D231M/T19.

<sup>30</sup> See 'Extracts from the Plea Rolls, 1 to 15 Edward III.', ed. George Wrottesley, in *Collections for a History of Staffordshire*, vol. XI (London, 1890), pp. 68, 83.

<sup>31</sup> OC152. It would be relevant to know how active the government was at this stage in such proceedings and whether perhaps Roger had been singled out in some way for special treatment. He was still subject to the recognizance imposed on him by Despenser which had passed to Queen Isabella.

<sup>32</sup> OC158 and OC159, see chapter 1, p. 32.

of a fairly random collection of documents copied onto the bifolium at different times and in different hands. OC148 is the record of a mid-thirteenth-century case in the ecclesiastical court concerning tithes and responsibility for costs of worship in the chapels at Okeover and Sheen. OC149 relates to a land transaction involving Calton and again dating to the time of Hugh II. It is unclear when these copies were made.<sup>33</sup> The final document is completely unrelated to these and is a record of free tenants at Okeover, probably dating to Roger's time, and bearing some relation to the similar documents in quire I adding to the impression that the final collation was somewhat haphazard.<sup>34</sup>

This then raises the question as to when the collection that formed the late nineteenth century rebinding was first collated. The design of the material in quires II-IV does indicate a considered intention to produce some form of reasonably presented cartulary. It may not be a coincidence that the document known as the Kniveton Leiger was produced in the first decade of the fourteenth century.<sup>35</sup> Kniveton is located adjacent to Atlow. Deeds show that the Knivetons and Okeovers were well known to each other. The Kniveton Leiger itself was similarly intended as a production of some quality and the main hand is rather finer than in the case of the Okeover Cartulary.<sup>36</sup> The Kniveton family substantially extended their landholdings and influence during the thirteenth century and were not as long established as the Okeovers. There are transactions between Roger and Henry of Kniveton.<sup>37</sup> It seems very likely that the leiger influenced Roger's original intent. However, the form of the cartulary's first quire suggests that early intentions were not fully realised at the time the various quires were collated. Because of the foliations discussed above, it is possible to tell that the collection of documents that forms the current cartulary had been grouped in the same order before they were rebound in the late nineteenth century and reasonable to suppose that this was the order in which they appeared in the seventeenth century when the cartulary was purchased by the Bodleian. Given that all the documents in the cartulary predate Roger's death, with the possible exception of the Morley genealogical information, which is in a later hand and might have been added later on what was a previously blank page, it is certainly possible that the collation was formed in Sir Roger's lifetime. On the other hand, given that Roger's death in Edward III's Scottish campaign in 1337 was probably unanticipated, this may well have interrupted the production of the cartulary. Thus the existing folios and some additional material that appeared to relate to the purpose of the document may well have been collated after his death. The anomalous and rather random nature of the contents of quires I and Va would certainly be consistent with such an attribution.

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<sup>33</sup> Analysis of the different hands is inconclusive.

<sup>34</sup> OC150, very faded.

<sup>35</sup> *The Kniveton Leiger*, ed. Avrom Saltman (London, 1977).

<sup>36</sup> Lincolnshire Archives, Dean and Chapter/A/1/9, The Kniveton Leiger.

<sup>37</sup> OC128, OC130.

## 2.4 Why did Sir Roger produce the cartulary?

So why did Sir Roger commission the cartulary in the first place? His record as a litigant suggests that as a young man he was disposed to take the offensive when establishing his claims to his various landholdings. The main work on the cartulary in quires II-IV was probably done at the time he was undertaking his early litigations. The showy presentation that was planned indicates a desire to impress though the decorative work was not carried through, possibly because of Roger's death at Stirling. It is unlikely that Roger in his later life would have been entirely immune from the uncertainty stemming from his childhood years as a ward subject to disputes with the distant relatives who claimed his wardship. Isabella de Birmingham, in whose custody he ended up, may even have been a powerful friend or perhaps a relative rather than simply a highest bidder, we do not know. But it would be reasonable to suppose that any aggressive tendencies that Roger showed as an adult were exaggerated, if not entirely shaped by his experiences as a child. The later work done on the cartulary, largely in quires V-VII, is more selective. The documents chosen for inclusion give it more of the flavour of a record that supports his reputation as a man of some status and substance leaving out more routine transactions. The deeds recording the grant of land at Fairfield to be held from Queen Isabella lend weight to this.

The importance of the problems of Roger's wardship in his own thinking is underlined by the agreement reached with William de Wilburnham dated June 15th 1313 in which William quit claimed any rights that he might have had in the wardship of Thomas Wither.<sup>38</sup> William was the heir of William de Venables, the second husband of Amicia the daughter of Hugh II of Okeover, great-grandfather of Roger. Thomas Wither, the son of William Wither of Ilam and brother of Walter Wither, was a tenant on Okeover family land at Snellsdale. This land had originally been granted to William de Venables who was to marry Amicia following the death of John of Ilam. William de Venables had then sold this land to William Wither on August 4 1268 for £25.<sup>39</sup> It is difficult to determine whether this was indisputably the same William Wither who was a judge and closely involved with Edmund of Lancaster. This William's son, Thomas, was also to serve Thomas of Lancaster. William Wither the judge was married to Agnes, widow of William of Ipstones and this does suggest a close connection with Ilam.<sup>40</sup> Roger's caution in dealing with this matter is indicated by the fact that this was land the Okeovers held originally from Tutbury Priory and was may porbably not subject to military service, though, as we will

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<sup>38</sup> OC22 and DRO D231M/T47. Despite the early date of these, predating the action Roger started against Walter Wither and his wife Joan, see above p. 28, they appear in the geographically organized sections of the cartulary rather than amongst the early selections.

<sup>39</sup> DRO D231M/E387.

<sup>40</sup> Bigg-Wither, *Materials for a History of the Wither Family*, p. 181. See also CCR, Edward I 1288-1296, p. 434.

see elsewhere, claims to wardship on the basis that land was subject to military service could be wholly speculative.

Whatever Roger's motivations were in commissioning the cartulary, his main aim can be summed up as an attempt to discover as much as he could about the origins of his land to enable him to understand the claims that he had over it and his obligations, but also the claims that others had over him.

## 2.5 Coherence as a source.

This thesis on the history of the Okeover family during the twelfth and thirteenth centuries relies heavily on the copies of documents that formed this early fourteenth century cartulary left by Sir Roger. How complete and reliable are these records as a basis for such a study? There are two angles from which to construct an answer to this question. The first is that even as a record of land transactions these documents are both incomplete and occasionally misleading. There are a number of reasons for this and these will be examined below. The second is to recognise the obvious point that the documents that do survive were not created, nor were they selected, with a view to the production of a balanced history of the family but to record transactions involving landholdings. Matters relevant to a more general history of the family were incidental to the main purpose of the documents. Much of the history of the family during this period was undocumented.

The cartulary is not the only surviving source of information about the Okeovers and relevant documents that survive in cognate archives provide both a basis for identifying and filling in some of the missing gaps in the cartulary and they also supply a wider context which provides further indirect evidence concerning the history of the Okeovers. Additional records of transactions involving Okeover family lands can be found in the following archives: (1) the main collection of original deeds for the Okeover family is now in the Derbyshire Record Office;<sup>41</sup> (2) the Burton cartulary;<sup>42</sup> (3) the original deeds of Burton Abbey in the Anglesey collection now at the Staffordshire Record Office, documents that had passed to Sir William Paget and his successors when he acquired lands of Burton Abbey after the dissolution of the monasteries;<sup>43</sup> (4) the Stowe charters at the British Library;<sup>44</sup> (5) A set of records in relation to an Okeover

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<sup>41</sup> Derbyshire Record Office, D231M, Okeover Family of Okeover.

<sup>42</sup> British Library, Loan 30, Chartulary of Burton Abbey, co. Staff. 13th-15th cent. Lender: the Marquess of Anglesey.

<sup>43</sup> The deeds were deposited by the Marquess of Anglesey a descendant of Sir William Paget; SRO D603/A/Add.

<sup>44</sup> These were originally part of the collection accumulated at Stowe by the Marquess of Buckingham in the first quarter of the nineteenth century, much of which he acquired from Thomas Astle an antiquary and Keeper of the Records in the Tower of London. The Stowe Library was bought by Lord Ashburnham in 1849 and eventually sold to the British Library. See *Catalogue of the Stowe Manuscripts*. (London, 1895-1896), pp. iii-iv.

family holding at Minsteron in Leicestershire.<sup>45</sup> These survivals themselves are a rich source of evidence and add significantly to the evidence in the cartulary. Together the sources provide the basis for as focussed a glimpse into the lives of the Okeovers as is available for any comparable family of the time.

As outlined above the cartulary contains both deeds recording land transactions and records of some disputes concerning the Okeovers and their neighbours. The information about disputes does provide an additional source of information but is an intermittent and unreliable addition to the information contained in the deeds and will not be analysed further here. However, some further discussion of the characteristics of deeds as a source of evidence is necessary. Deeds are a record of transactions in land and agreements related to land. Not all land transactions were subject to written confirmation. During the period of time that this thesis covers there were considerable changes in both the extent and the practices of maintaining such written records. At the beginning of the twelfth century it was rare to create a written record of land transactions and though royal records were created it was a practice that was mainly restricted to ecclesiastical bodies.<sup>46</sup> Written records were regarded at first only as an *aide mémoire* that a transaction had taken place rather than evidence of the transaction.<sup>47</sup> Kaye suggests that no lay cartularies ‘contain copies of non-royal deeds of an earlier date than the late twelfth century.’ The Okeover Cartulary does contain rare examples of non-royal deeds earlier than this but these must be regarded as the exception rather than the rule. Over time the proportion of transactions recorded in writing increased. However, the absence at first of an established practice of recording transactions in writing means that the population, in statistical terms, of deeds available represents only a proportion, growing over time, of actual transactions. It is challenging if not impossible to arrive at an objective measure of the total number of transactions for which records were not created. To this number has to be added the number of records that did not survive

Perhaps the most important implication of this is that it is difficult to determine with any certainty when the Okeover family first held their lands in Okeover and elsewhere because it cannot be assumed that the first surviving record is a record of the origins of the family’s holding of the land in question. An example of this problem is illustrated by an important early document, dated to between 1094 and 1114, that recorded Abbot Nigel’s ‘gift’ of Okeover to Orm.<sup>48</sup> This is a copy recorded in the Burton cartulary but not in the Okeover Cartulary. Its omission from the Okeover Cartulary might be explained either because the compiler missed it, unlikely given that the compiler probably had access to the Burton documents or, more probably,

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<sup>45</sup> These are copied in John Nichols, *The History and Antiquities of the County of Leicester* (1795) and some originals are in the Derbyshire Record Office, see above.

<sup>46</sup> See J. M. Kaye, *Medieval English Conveyances* (Cambridge, 2009), pp. 2-3.

<sup>47</sup> Kaye, *Medieval English Conveyances*, p. 2.

<sup>48</sup> BL Loan 30, fol.17.

because there were other later documents that might have been seen as giving a less ambiguous basis for the claims that the Okeovers had over their land. This is therefore also an example of the unreliability of the cartulary as a record of the date when or terms on which the family first received the grant of any particular landholding and when they first occupied it. This document also illustrates another difficulty with the earlier written records relied on in this thesis. Because this is such an early record, the form of words to be used in creating such documents was not fully developed and the intentions of the parties to the document may therefore be somewhat opaque. In chapter 3 I will look more carefully into this difficulty and also the question as to whether this document, even though it is expressed as a gift, marks the first acquisition of Okeover by the family.

It is very difficult also to arrive at a reliable assessment of the extent of the family's other landholdings, if any, at the start of the twelfth century. This is important because it is relevant to both the established social status of the Okeovers at the time and perhaps also to their cultural origins. From the records that have survived, it can readily be inferred that from at least the start of the twelfth century the family attached some value to obtaining written records of transactions and took some care to preserve the records that were in their possession. This is a very early date particularly for a family who were not magnates. Even amongst Norman magnates the practice of creating written records of their land transactions was rare at the beginning of the twelfth century.<sup>49</sup> This is interesting in itself as an indication of the Okeovers' attitudes to their lands and possibly their origins and sense of identity. However, this is not to say that they saw fit or were able, particularly in the earlier years covered by this study, to arrange for the creation of a written record for each and every transaction, nor that all the records so created survived. For example, surviving documents in relation to the family's land holdings at Snelston and also Atlow indicate that the family probably held land in both locations well before the date of the first surviving documents that relate to each of those holdings. There are no surviving documents that record the original acquisition of this land directly. The first document in the Okeover Cartulary relating to Snelston is a grant by Sir Hugh I of Okeover to his brother Geoffrey, probably dated to the first decade of the thirteenth century. Court records of a dispute between Hugh I and William de Montgomery show that the Okeovers held land in Snelston after the marriage between Ralph the son of Orm and Lettice de Montgomery in the middle of the twelfth century. Whether it is possible to accept this date as the origin of the Okeover's landholding in Snelston will be discussed in detail in chapter 7.

Similarly, the evidence in the cartulary suggests that land was acquired in Atlow as a result of the marriage between Robert I of Okeover and Sara de Chandos around the beginning of the thirteenth century. There are, however, two indications that the Okeover holding in Atlow

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<sup>49</sup> See below p. 107

predated the marriage. The first is an agreement between Hugh of Okeover and Herbert of Morley which to Wrottesley suggests an earlier marriage between Okeovers and Morleys and this would imply that the Okeover landholding in Atlow had a longer history.<sup>50</sup> The second is that the case brought in respect of Roger of Okeover's wardship by Chandos and Stafford as coparceners.<sup>51</sup> Atlow was listed among the lands of Henry de Ferrers in Domesday and was later held from the Ferrers by Walkelin for military service.<sup>52</sup> It became divided between two sisters Margery and Ermentrude, on the death of their father Robert fitz Robert fitz Walkelin. Margery married John de Chandos and was the mother of Sara. Ermentrude married William de Stafford. The fact that the descendants of both sisters laid claims to Roger of Okeover's wardship suggest that the Okeovers had held land at Atlow at least from the time of the father of Margery and Ermentrude if not before. This is also discussed further in chapter 7.

Another example of this difficulty in determining when land was first acquired is the manor of Callow near Wirksworth. The earliest surviving recorded grant was provided by Robert II de Ferrers to Ralph of Okeover by virtue of Robert's holding of the soke and wapentake of Wirksworth. There is no earlier or later indication that Callow was part of the land held directly by the Ferrers themselves. The form of the grant as a writ charter addressed to Robert's men of Wirksworth suggests that he made this grant as holder of the farm of the wapentake. Further details suggesting that Callow was already Ralph's land are discussed below.<sup>53</sup>

Interpreting these examples necessarily involves some speculation. However, in no case is it possible *a priori* to rule out the possibility that the holding had originated at an earlier time at which no written record was created or none survived. A further piece of circumstantial evidence at least consistent with the possibility of an earlier date for the origin of the holdings is that the cartulary contains three extracts from Domesday book: first Okeover and its dependencies, second Snelston and third Atlow.<sup>54</sup> This of course could simply have been the result of an inquiry to see whether Domesday contained anything that was relevant to Roger's quest for information about the origins of his landholdings. It might also have been an exercise in creative imagination or a false story of origin passed down the family. On the other hand, it is possible that memories had been passed down the family from generation to generation. The Derbyshire Domesday lists an Aelfric in both Atlow and Snelston as one of the TRE holders.<sup>55</sup> Aelfric also held Bradbourne and it may just be coincidence that the Okeovers later held land there as well.<sup>56</sup> If we add these pieces of evidence together, there are grounds for supposing that there may have

<sup>50</sup> OC120 and 'WO', p. 135.

<sup>51</sup> See chapter 1.

<sup>52</sup> *Liber Niger Scaccarii* (Londini, 1774), p. 219.

<sup>53</sup> See chapter 4, p. 126.

<sup>54</sup> OC9.

<sup>55</sup> *DB* 27, 6.13, 6.53.

<sup>56</sup> *DB* 27, 6.6.

been longer term holdings in these places. This would not be inconsistent with what this thesis will argue, that Orm and his ancestors were a well to do, literate, and probably English, family with holdings of land in more than one location.

A further problem with any sample of medieval deeds is authenticity. Not all of the surviving documents, nor those selected for inclusion in the cartulary, were necessarily what they appeared to be. On occasions documents were deliberately created *post hoc* not necessarily to deceive but on occasions as an attempt to establish a written record of an earlier transaction or alternatively to emphasise something that had not been recorded explicitly explaining something that the family thought might not be fully reflected in the surviving records or to exclude something, no longer relevant, that the family wished to exclude from the record.

The cartulary copy, OC10, of the grant made by Abbot Robert of Burton to Ralph the son of Orm and his heirs the land of Okeover is an example of such a later confection. This is a document that bears many similarities to another document dated to the time of Abbot Robert which, unlike OC10, is in the Burton cartulary. The Burton record is of a grant to Ralph of the land at Okeover made some time after 1150 but in fee farm and with no mention of heirs.<sup>57</sup> It also reserved to the abbot certain rights to make a grant to the heirs of one Jordan without notice. The abbot had previously granted to this Jordan the services of Ralph, though Ralph retained an hereditary right to Okeover.<sup>58</sup> The document in the Burton cartulary was almost certainly produced when Ralph's services reverted to the abbey probably following the death of Jordan. On the evidence that is to be found only in the Okeover and Burton cartularies, it would be easy to suppose that OC10, the record copied in the Okeover Cartulary, was indeed created in the time of Abbot Robert. Nevertheless, the absence of OC10 from the Burton cartulary at the time it was purportedly granted in the middle of the twelfth century, might arouse suspicions. Remarkably, however, the originals of both these documents have survived and allow a more informed conclusion to be drawn.<sup>59</sup> The Burton original is in a hand that is entirely consistent with the apparent time of its creation that is 1150 to 1160, while the Okeover original appears to be in a hand consistent with it having been created perhaps fifty years or even longer after the purported date. Both documents were apparently witnessed by exactly the same men. The Okeover copy was a later creation or confection which used the witness list of the earlier document to give it added authenticity. As suggested above, the purpose of such an exercise was not necessarily to deceive and in the next chapter I will discuss further the possible motivations and timing for the creation of OC10.<sup>60</sup> It is, nevertheless, necessary to be extremely careful in making use of any of its contents, even though some of the terms it sets out for the services of Okeover are at

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<sup>57</sup> 'BC', fol.20.

<sup>58</sup> See chapter 3, p. 84 for details of this transaction.

<sup>59</sup> The original of OC10 is at DRO D231M/T1 and the Burton original at SRO D603/A/Add/20.

<sup>60</sup> See p. 90.

least consistent with terms by which Roger the creator of the cartulary was holding Okeover at the start of the fourteenth century. I should also note in passing that Round cited this concocted document in his article on the Burton surveys in justification of his hypothesis concerning the conversion leases for lives into hereditary holdings.<sup>61</sup>

The cartulary copy of the deed confirming the grant of land at Mayfield from Tutbury Priory to Orm and his heirs is another whose authenticity arouses at least some suspicion.<sup>62</sup> Here the difficulties are less blatantly obvious but there seems to be at least a possibility that Roger himself had difficulties in finding written confirmation for his holding in Mayfield and might therefore have had to find a way of creating a record.<sup>63</sup> First the cartulary copy is in a different hand and uses a different ink as compared to the surrounding pages of the cartulary, indicating that it was copied in at a different time, perhaps in a space left open for the purpose. Tutbury Priory was a daughter house of the Normandy abbey of St Pierre-sur-Dives. It is a distinct possibility that the priory archive was kept there.<sup>64</sup> Given that there is plausible evidence that the cartulary compiler visited the archive at Burton, copying entries into the margins of the Burton cartulary, and even saw the original of the Domesday book or had access to copies from it, it would not be inconceivable that he might have copied or had copied the original of this document in Normandy. On the other hand there is no copy of this document in the Tutbury cartulary, meaning that either it had not survived to the mid-fifteenth century when the Tutbury cartulary was compiled or was not amongst the documents in the priory archive at the time.<sup>65</sup> There is one document in the Tutbury cartulary whose date suggests that it was created at roughly the same time as OC57 would have been had it been authentic. This is a record of Prior William granting Norbury to William FitzHerbert and his heirs.<sup>66</sup> This was probably a new grant of land, whereas the grant in OC57 was not in that it mentions that the carucate of land in Mayfield was to be held absolutely and quit just as it was held in the days of Henry de Ferrers, suggesting that the land subject to the grant had been held for some time previously. The provisions for payments of feudal incidents are broadly the same in both documents. Both documents require attendance at the meetings of the prior. The cartulary copy of the Norbury grant does not list the witnesses involved. OC57 has an exceptionally long list of witnesses who, so far as it is possible to tell, would all have been alive around the time. They include Henry fitz Saswali and Fulcone, presumably Fulcher, his brother, as well as Jordan, Fulcher's son.<sup>67</sup> These men held Ferrers land as well as being linked to the Okeovers. A number of other Ferrers affiliates also witness. Again, the conditions of the agreement with Tutbury are not in question,

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<sup>61</sup> J. H. Round, 'The Burton Abbey Surveys', *The English Historical Review*, 20, no. 78 (1905), p. 279.

<sup>62</sup> OC57.

<sup>63</sup> See chapter 4, p. 121 for further discussion of this possibility.

<sup>64</sup> 'Tutbury', p. 3.

<sup>65</sup> 'Tutbury', p. 1.

<sup>66</sup> 'Tutbury', no. 88.

<sup>67</sup> See p. 84.

given subsequent transactions involving the priory land and their consistency with information about the terms of the relationship with the priory as understood by Sir Roger recorded in the cartulary at the start of the fourteenth century. Nevertheless some doubt must remain about the authenticity of the document purportedly copied, the only direct confirmation available of the origin of the Okeover entitlement to the land attached to Mayfield. Though the use of the words 'and his heirs' is early, they are also used in the Norbury grant. Nothing else in the diplomatic arouses obvious suspicion.

As the grant by Abbot Nigel to Orm shows, even supposing that a written record of a transaction had been created at the time of a transaction and survived in some form to the time the cartulary was created, it cannot be assumed that it would have appeared in the cartulary.<sup>68</sup> It is evident that the documents included in the cartulary were a selection from those available. There could be various explanations for the documents that were excluded. Where the originals of excluded documents survive today it is possible to be reasonably precise as to the explanation for this.

Approximately fifty original Okeover documents that survive today were not copied in the cartulary. Many of these are for minor holdings. For example, documents relating to land at Swinscoe, probably acquired by Ralph of Okeover on his second marriage, are particularly numerous.<sup>69</sup> Swinscoe was one of the smaller holdings of the family and much had been given to Croxden Abbey by Hugh I of Okeover around the turn of the thirteenth century.

Of greater interest are the more than twenty documents in the Burton cartulary that relate to Okeover and Ilam that do not appear in the Okeover Cartulary. The bulk of these are copies of deed collections for tenants in Ilam that were copied in to the cartulary some time after the original transaction. The scale of these omissions, which necessarily do not include documents that did not survive, is significant. Also, some of the holdings are of significant size.<sup>70</sup> The absence from the cartulary of contemporary records of transactions that relate to other tenants of the land at Okeover, Ilam and Castern is interesting. Where these exist, most of them concern land where an Okeover held a direct interest in the particular land.<sup>71</sup> This would indicate that the Okeovers as holders of the manor of Okeover were not accustomed to keep records of the transactions of other free tenants within the manor when the latter bought and sold or inherited land. Nor does it seem that free tenants at Okeover went to Burton Abbey to carry out their land transactions. The Burton cartulary contains some copies of deeds of such tenants but these were later copies that landholders presumably wished to preserve in a secure registry and give no

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<sup>68</sup> See p. 74 ff.

<sup>69</sup> Of a total of twenty-seven deeds for Swinscoe eleven are in cartulary and sixteen are not.

<sup>70</sup> See chapter 3, p. 90.

<sup>71</sup> For example the arrangements made by Hugh II of Okeover with Henry of Ilam when Hugh's daughter Amicia married John, Henry's son, OC7.

indication that the abbey had been or would normally have expected to have been involved in the making of such grants. The gloss in the Burton cartulary describes this and following documents as copies of the charters of the William Wither who held Ilam late in the thirteenth century.<sup>72</sup> This suggests that, when William obtained this land, the documents that had been held by Turgis and his successors were passed to him and as a precaution he had them copied into the Burton cartulary. So by implication, about the beginning of the thirteenth century, Hugh I of Okeover was issuing written charters to other leading landholders within the boundaries of Okeover and its dependencies Ilam and Castern to authenticate their holdings but, because no originals of such grants survive in the Okeover archive, probably not keeping a copy for his own records. Given the size of this and other holdings and the family's policy towards documentation, the absence from the cartulary of surviving originals of significant grants of land to tenants in Ilam would seem surprising.<sup>73</sup> The possible reasons for this will be investigated further in chapter 3. Furthermore, chapter 4 will make a comparison between the records that have survived for land in Okeover and Ilam with those for land that lay in Mayfield contiguous to Okeover and discuss possible reasons for the differences in practices observed.

Other transactions omitted from the cartulary are of considerable potential importance both with regards the family and social history of the Okeovers and for the light that they may, or may not, cast on the relative tenurial claims of the abbey and the family. A curious transaction between Burton Abbey, Ralph son of Orm of Okeover and Jordan fitz Fulcher appears in the records of Burton Abbey but not in the Okeover Cartulary. The Okeover Cartulary includes a grant of Okeover by Abbot Robert to Ralph, the authenticity of which was discussed above. The omission from the Okeover Cartulary of the grant involving Jordan hid a transaction whereby Abbot Robert granted the services of Ralph son of Orm to Jordan the son of Fulcher whilst preserving Ralph's hereditary rights to Okeover.<sup>74</sup> This document was confirming an earlier grant of the same by Abbot Geoffrey. It is not easy to understand the intentions of the parties to this arrangement and the possibilities will be examined in chapter 3. By the time the cartulary was created these transactions were ancient history and it is likely that they were considered irrelevant and omitted to avoid any possibility of confusion.

Another example of an important transaction omitted from the cartulary, is the document that recorded the grant that Henry FitzHerbert made to John of Okeover on John's marriage to Margaret, Henry's daughter, which survives in the original in the Derbyshire Record Office.<sup>75</sup> In addition, the records of the law case discussed in chapter 1 show that Henry had produced a grant whereby John of Okeover had granted the land of Okeover to him. It is reasonable to

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<sup>72</sup> See above.

<sup>73</sup> See chapter 3, p. 90.

<sup>74</sup> OC10, SRO D603/A/Add/21.

<sup>75</sup> DRO D231M/T9.

suppose that these transactions relate to John's marriage to Margaret. Despite the survival of the original of one half of the transaction to the present day, it was omitted from the cartulary. It is possible that the document was mislaid at the time the cartulary was created, but much more likely that it was judged irrelevant to the purpose of the cartulary which is likely to have been to create for Sir Roger an unambiguous record of his entitlement to his lands.

## 2.6 Methodology.

Only limited parts of the Okeover Cartulary have previously been transcribed.<sup>76</sup> I undertook a transcription of the whole document. The resulting text was digitised by encoding it in XML in accordance with the guidelines of the Text Encoding Initiative.<sup>77</sup> Key entities such as names, places and dates were specially coded and identified within the text. The resulting files were stored in a native database, eXist.<sup>78</sup> Native databases that store data in the form of XML are particularly suited to both the research and use of texts digitised as XML, and the storage of unstructured textual material. The material stored can be queried using the query language XQuery which is tailored for this purpose and can also be used to render the text for publication either digitally or in print. The Okeover Cartulary is available as a pilot website, though only on my laptop rather than in the public domain, and the appendix to this thesis was produced in pdf format direct from the digitised text stored on the database.

In addition to the cartulary separate files of digitised text were prepared of original documents and extant copies of additional transactions both for the Okeovers and Burton Abbey. The calendared material appended to Golob's thesis on the Ferrers was also digitised in the same way as was other relevant material.<sup>79</sup> The files of digitised text were added to the database in eXist.

The benefits of building a database in this form come at various levels. Once stored in the database the material can be listed in various ways using pre-determined formats. The material may be searched either for specific names or places or other coded entities, or using a full text search engine. It can also be browsed on the basis of links automatically inserted into the text rendered in the pilot web version. Further, when appropriate the data can be automatically tabulated. This facility has been used in particular to analyse the witnesses associated with particular individuals. Appendix 1 to this thesis contains relevant samples of the tables produced to allow the reader to make the associations between the text of the thesis and the relevant documents. I also experimented with methods of producing visualisations of witnessing patterns, but though these did illustrate some obvious points they did not add sufficient value to warrant inclusion in the thesis.

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<sup>76</sup> 'WO', pp. 127-164. and *Monasticon*, p. 41

<sup>77</sup> See <http://www.tei-c.org/index.xml>, seen 10 August 2016, for details.

<sup>78</sup> See <http://exist-db.org/exist/apps/homepage/index.html>, seen 10 August 2016.

<sup>79</sup> P.E. Golob, 'The Ferrers Earls of Derby: A Study of the Honour of Tutbury (1066-1279)' (University of Cambridge Ph.D. thesis, 1984).

I wrote the necessary programmes to accomplish the results outlined above mainly using XQuery but knowledge of HTML and CSS was also required.

## 2.7 Conclusion.

There are two broad areas of conclusion. The first area relates to the cartulary as a source of evidence, and the second to its importance as a source that informs the examination of the key themes of this thesis.

Roger of Okeover's childhood experiences as the focus of a number of disputes over the wardship of his lands and himself is important in understanding his behaviour as an adult. As shown this exhibited a mixture of military service coupled with an engagement in litigation that he initiated against his neighbours and relatives and even his mother. The contents of the cartulary provide evidence that it was intended both a tool of litigation as well as a record of some of the legal actions Roger was involved in. So, in understanding its contents, it is important to bear in mind a purpose that was at once both predatory and also perhaps designed to give Roger some of the sense of security concerning his lands and person that was so lacking in his childhood. It is significant that very few cartularies for lay families, particularly below the level of the nobility survive from this time. Given their importance as a record to the families concerned it is reasonable to suppose that few were created. This at least is a mark of Roger's determination in embarking on such an exercise.

On the other hand, despite its limitations, this collection provides perhaps the most complete and coherent set of documents for a family of landholders below the level of the nobility, and, as will be argued, probably of English origin, covering the twelfth and thirteenth centuries. As such its importance is far greater than simply local.

Fortunately there are also a number of cognate collections that both augment and illuminate at least some of the characteristics of the collection that makes up the cartulary and of the documents that were not included. Together the cartulary and the cognate collections provide a rich source of evidence for an exploration of how such a family used its lands and documented its land transactions, how the written records of those transactions developed, and, peripherally, how they lived their lives.

Roger's childhood experience and his own legal adventures as an adult cover a range of issues crucial to the history of the law relating to land in the two hundred or so years after the Norman Conquest. The impact of these on a family such as the Okeovers, and how this affected their ability to manage their lands, make them relevant to the thesis. The court cases concerning Roger's wardship reveal that the disputes arose as a result of two of the family's subsidiary landholdings at Atlow and Snelston, both involved in marriages in previous generations. The right to Roger's wardship rested on claims that the Okeover's held these lands by military

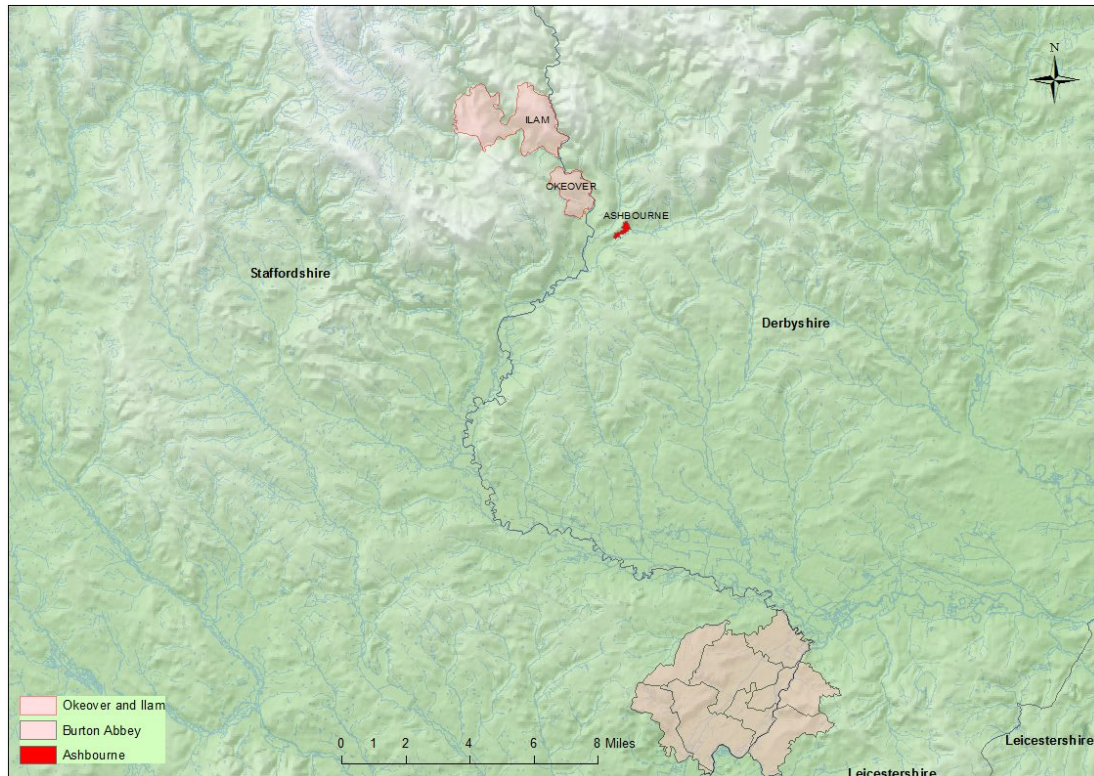
service, a claim that was directly disputed in the case of Atlow. Okeover itself was not held by military service but in socage. The distinction between holding by military service and holding in socage is an important one, as well as being a matter of contention in cases of wardship and is a theme that will be investigated in this thesis.

A further matter of interest is the nature of the relationship between the Okeover family who held both Okeover and Ilam and other tenants particularly in Ilam. What was the basis on which Walter Wither and his wife Joan held their land in Ilam and what was the nature of the interest that the Okeover family retained in this land? Was Roger's action against them speculative, born out of a sense of injustice as to how he had been treated as a child and based on a misreading of the documents or did he have a genuine basis for his claim? The answer to this question is also central to our understanding of the tenurial claims of the Okeovers.

The Okeover's most significant relationship was with the land that gave them their name. For this they owed services to the abbey a Burton upon Trent. It is to achieve an understanding as to how this relationship functioned that we turn next.

### 3 Who were the Okeovers?

#### 3.1 Okeover and the Abbey of St Mary Burton upon Trent.



**Diagram 3. 1 Burton location.**

The evidence of early fourteenth-century court cases that Roger of Okeover pursued tells us that he claimed to hold the manor of Okeover from the Abbot of Burton on a tenure that was described at that time as in socage.<sup>1</sup> His claim to hold the manor is also reflected in the cartulary entry that sets out a what was presumably Roger's understanding of the legal terms of his claim:<sup>2</sup>

*Dominus Rogerus de Acoure tenet manerium de Acovere de Abbate de Burton et successoribus suis adeo libere et pure sicut dominus rex concessit ecclesie de Burtone. Reddend' inde dictis abbati et conventui duas marcas ad festum sancti Martini pro omnibus. Et predictus Rogerus ibit cum predicto Abbate super sumptibus ipsius Abbatis pro negociis domus apud Londonium. Item predictus Rogerus veniet ad curiam de Burtone si fuerit rationabiliter sum[m]onitus ad iudicandum latronem vel si fuerit bellum vadiandum.*

Roger claimed to hold Okeover just as freely as the abbey held it from the king. In parts, the wording of this extract closely follows OC10, a copy of the purported grant by Abbot Robert to Ralph of Okeover, ostensibly dated to between 1150 and 1159. This suggests that Roger or his advisors may have relied on OC10 when setting out this summary of his claims and obligations

<sup>1</sup> Chapter 1, p. 29.

<sup>2</sup> OC3.

in OC3. OC10 was in fact a later confection.<sup>3</sup> It is important therefore to investigate Roger's statement of his claims with care. The category of tenure, socage, and when and how this was established, is of particular significance in this regard.

OC3 states that Roger held the manor of Okeover. The word 'manor' described an entity that is best understood as a composite of different claims over the lands that lay in the location called Okeover and which, in Roger's time, probably included certain rights of administering justice in the locality. The statement refers to Roger, a knight, as *dominus*, even though it was he that held the manor of Okeover from the abbot. This is an indication as to how he saw his social status and also the powers that he himself was able to exercise as holder of the manor. Each year Roger paid two marks to the abbot and convent for all things and was to go with the abbot at the abbot's expense for the business of the house in London and to attend the abbot's court to judge thieves and if there was to be trial by battle. Other evidence confirms that Roger was secure in his holding of Okeover. He is listed in the *Feudal Aids* as the holder of the village of Okeover in 1316.<sup>4</sup>

To understand the social background and the sense of identity of the Okeover family it is necessary to investigate what a tenure that was, at the beginning of the fourteenth century, categorised as 'socage' implied about the relationship between the Okeovers and the abbey. This relationship was, however, only peripheral to the problems of Roger of Okeover's minority. Given that Okeover was the main family land holding this is interesting in itself and contrasts with the problems created by the subsidiary family holdings in Snelston and Atlow where it was claimed that they held by military service. There is nothing to indicate that the abbey either intervened to assert any claim based on Roger's minority or provided any assistance to the family. Nor, in the the previous generation, when John of Okeover gave Okeover to his future father-in-law Henry FitzHerbert in order to receive it back from him, is there any indication that the abbey was involved in the transaction.

Roger's experiences as a ward and the prevailing importance of the question *quo warranto* in matters pertaining to landholdings underlay his own interest as to how and when his ancestors had acquired their claims to Okeover. If, as it appears, it was the case that the abbey in its turn accepted that the land had indeed been held on the basis of a tenure that was categorised legally as socage, this would have been an important factor in determining the relationship between Roger, and probably also his ancestors, and the abbey. For a tenure held in socage, as opposed to for military service, claims that the abbot had over Roger's wardship and marriage would have been limited, and might explain why the abbey played no part in the disputes over Roger's wardship.<sup>5</sup> In this chapter I will look at what can be discovered about the origins of the abbey's

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<sup>3</sup> See chapter 2 p. 54 and also below which look further at the creation of OC10.

<sup>4</sup> *Inquisitions and Assessments Relating to Feudal Aids : with Other Analogous Documents Preserved in the Public Record Office, A. D. 1284-1431* (London, 1899), vol V p. 13.

holding of Okeover from its beginning at the start of the eleventh century and thus establish the context within which the relationship between the abbey and the Okeovers developed over the next three hundred years. Following this I will examine the relationship between the abbey and the Okeovers. It is important to understand when the family's tenure of Okeover might have originated. The characteristics of those tenures that were later to be categorised as by socage would also have been relevant for earlier generations of the family perhaps from the time the tenures originated. Following the investigation of the origins of the tenurial interests that the abbey and the Okeovers held in Okeover I will examine in more detail when and how the legal category of tenure known as by socage was established and the likely origins and general characteristics of tenures that were so categorised.

In investigating these questions, we will also be following Roger's own steps back into the past. Such an approach involves the danger of applying the later language of tenure anachronistically when considering earlier practices. On the other hand, much of the detail of earlier practices of tenure are hidden from us in the absence of comprehensive written records, the imprecision of those records that have survived, and the absence of any codified law relating to tenure at the time.

### 3.2 Burton Abbey and its lands.

The abbey at Burton upon Trent was an Anglo-Saxon foundation established in about 1004 by the will of Wulfric Spot. Walmsley describes its foundation as belonging to the tenth-century monastic reform movement.<sup>6</sup> Until after Domesday Burton was the only monastery north of the Trent. Information about the monastery's early history is limited. By the time of Domesday a significant proportion of its early endowment had either been lost or exchanged, though it is possible that the precise extent and composition of the claims in the various locations included in the will may not have been as great as the number of place names mentioned might indicate.

The dispositions were in a will, indicating that Wulfric was acting in the belief that in making a gift of what he called *lands* to the abbey, he was giving what was his to give. It is difficult to find earlier charter evidence relating to lands disposed of in the will that directly confirm this for any particular place.<sup>7</sup> No specific information about the history of Okeover prior to 1004 survives.

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<sup>5</sup> Not all abbots necessarily observed such restrictions: *P and M*, i p. 301.

<sup>6</sup> 'Walmsley', p.13.

<sup>7</sup> Royal charters relating to Burton are available in *Burton Charters*, no.s 5, 6, 7 and 27. These relate, amongst others to a number of places that Burton Abbey inherited from Wulfric. They show or purport to show that a predecessor to Wulfric held some of the lands involved on an hereditary basis but do not show how or on what terms Wulfric succeeded to these lands. However, not all these charters are authentic. Darlaston was a place that was similar to Okeover in a number of ways and also part of Wulfric's bequest. Sawyer did not accept the authenticity of the late-eleventh-century copy, no. 27,

From the terms of the will we can learn Wulfric's intentions as to how the Abbey was to hold these *lands*. The grant of specified *lands* to Burton Abbey, was coupled with a 'desire' that the king should act as the 'lord' of the monastery and estates.<sup>8</sup> At this time a 'lord' did not necessarily hold a direct claim over the land itself. Wulfric neither granted the lands to the king nor did the king grant them to the abbey. Wulfric was directly asking the king to stand behind or in some way to guarantee what he Wulfric had determined.<sup>9</sup> Wulfric also added an anathema.<sup>10</sup> King Ethelred added a confirmation and eternally freed, *éclice gefreode*, the monastery.<sup>11</sup>

As well as specifying how the abbey was to hold its lands, Wulfric's will sets out the places in which the abbey was given land or other claims. The contents of the will are also useful for what else they can tell us about the extent of the abbey's landholdings and their composition.<sup>12</sup> A number of different descriptions are used in the will and some of these are qualified by different attributes. Most of the bequests are identified by a simple place name. Some are qualified by the addition of the word *land*.<sup>13</sup> Two, as in the case of Okeover include what Whitelock translated as 'what belongs to it'. At Morton there is 'heriot land' and at Acton 'a lease for two lives'. More interestingly, is the case of 'Morton and all the jurisdiction, *socna*, which belongs to it and the land included in it at Pilsley, and Ogston and Wingfield and Snodeswic along with Morton.' Stenton identified this as probably the earliest quotation for the employment of the word *soke* in a geographical sense to denote a group of vill.<sup>14</sup> He suggested also that there is earlier evidence for groups of vill united by common subordination to jurisdictional powers exercised from a central estate. Finally, there are two instances where the bequest at a particular place is qualified as being a hide, presumably meaning a direct claim over land within a vill that was sufficiently strong to allow it to be disposed of by will.<sup>15</sup> These details demonstrate that it is not possible

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though it may have been based on some authentic text. The terms of the charter copy that survives show the grant of Darlaston, purportedly made by King Eadwig in 956 in *aeternam hereditatem*. This demonstrates only that, at the time that copy was created, it was believed that such hereditary occupation or possession had been plausible. This at least is consistent with the disposition of Darlaston in Wulfric's will. *Burton Charters*, p. 27.

<sup>8</sup> 'And I desire that the king be lord (a translation of the Anglo-Saxon *hlaford*) of the monastery which I built and of the estates which I bequeathed to it to the glory of God and the honour of my lord and for my soul; and that Archbishop Ælfric and my brother Ælfhem be protectors and friends and advocates of that foundation against any man born, not as their own possession, but as [belonging] to St. Benedict's order.' ASW, no. XVII. The words 'I desire' are a translation of the Anglo-Saxon *ic wylle*.

<sup>9</sup> Æthelred did confirm Wulfric's arrangement in an endorsement of the will. Presumably the way in which Wulfric specified the involvement of the king would have been different had Wulfric believed that the king had a direct claim over what he Wulfric was granting.

<sup>10</sup> *English Historical Documents: c.500-1042*, Dorothy Whitelock (London, 1996), p. 588.

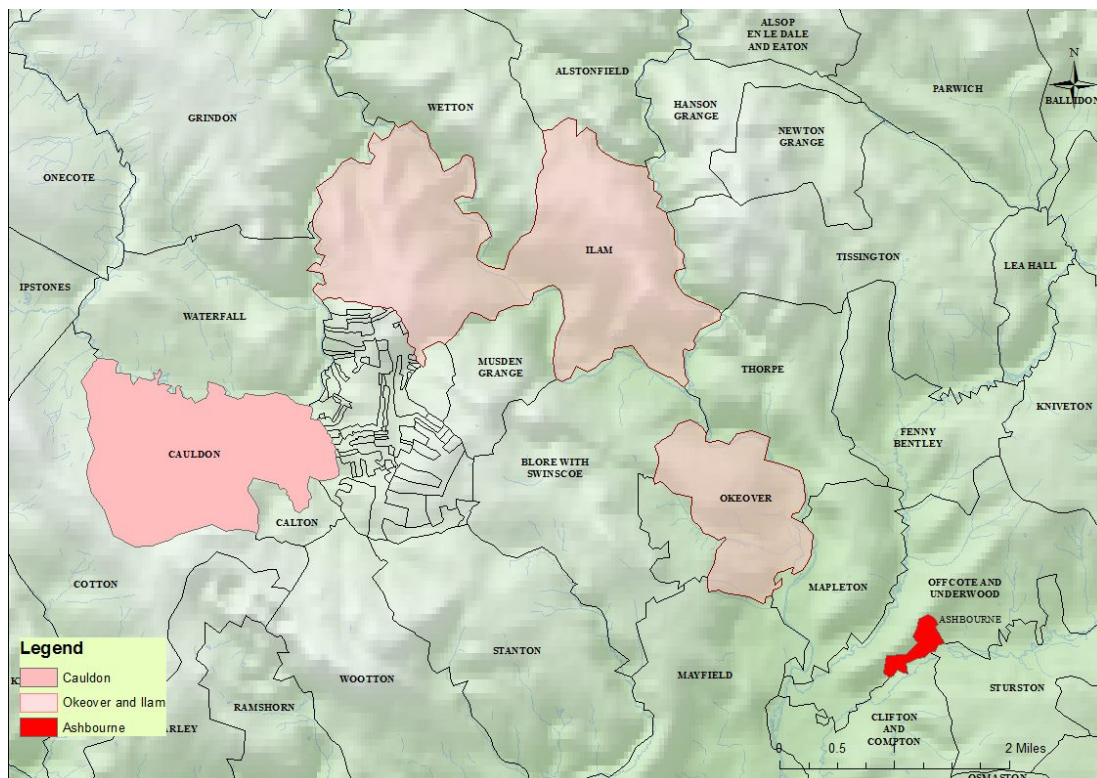
<sup>11</sup> ASW, p. 51.

<sup>12</sup> Some indication of the complexities posed by the question of composition are raised by T. H. Aston, 'The Origins of the Manor in England', *Transactions of the Royal Historical Society*, 8 (1958), p. 63 ff.

<sup>13</sup> ASW, no. XVII translates *land* as estate. *EHD c. 500-1042*, Whitelock, p. 586, does identify the distinction between the estate and its attached *soke* which entailed certain jurisdictional rights.

<sup>14</sup> F. M. Stenton, 'Types of Manorial Structure in the Northern Danelaw', in Sir Paul Vinogradoff (ed.), *Oxford Studies in Social and Economic History* (Oxford, 1910), p. 21.

to assume that the holding of a named place before the Conquest necessarily implied a simple claim over all the land in that place. It is also necessary to be aware that the composition of claims may have differed from place to place and that other occupiers within the extent of a named place may have had their own claims. In Wulfric's will we see the possibility of a number of different compositions: holdings of land with congruous jurisdictional claims; holdings of land held without any appurtenant jurisdictional claims over the land and possibly jurisdictional obligations either in the locality of the land or elsewhere; and perhaps also jurisdictional claims over land without congruous claims over the land itself.<sup>16</sup>



**Diagram 3. 2 Okeover, Ilam and Caudon.**

Amongst a number of other dispositions, Wulfric bequeathed 'Okeover with all that belonged to it Ilam and Caudon and Castern' to the Mynster at Burton; 'what belongs to it' is a translation of *Ácofr[e mid] þam þe þærto hereð*.<sup>17</sup> The map below shows the areas of the 1851 parishes of Okeover, Ilam and Caudon. It is necessary to exercise some caution in assuming that the

<sup>15</sup> Wulfric granted a hide of land at Sheen to the abbey. At Domesday Sheen was a royal manor; *DB 24*, 1.51. The manor was subsequently acquired by Hugh I of Okeover from Bertram de Verdun: OC27. Later evidence shows that the abbey had continued to hold land and also the tithes of the church in Sheen, though not the whole vill. *Monasticon*, vol. 3 p. 42.

<sup>16</sup> S. D. Baxter, 'Lordship and Justice in Late Anglo-Saxon England : the Judicial Functions of Soke and Commendation Revisited', in S. D. Baxter (ed.), *Early Medieval Studies in Memory of Patrick Wormald* (Farnham, Surrey, 2009), p. 392, identifies three forms of pre-Conquest lordship which he names dependent land tenure, soke and commendation. The evidence in Wulfric's will is consistent with the first two but there is insufficient detail to identify the third.

<sup>17</sup> ASW, no. XVII.

geographic extent of the lands devised by Wulfric's will conformed with any precision to the parish boundaries as they were drawn eight and a half centuries later. Nevertheless, an area, rather than a point, on a map gives a better idea or approximation of what Wulfric might have been giving at Okeover. There is no further evidence as to the precise composition and extent of Okeover and its appurtenances but it is nevertheless necessary to keep an open mind with regard to both. It may also be possible, for example, that the relationship of Ilam, Cauldon and Castern to Okeover was part of a claim to a jurisdiction centred on Okeover rather than a claim to the land there. This possibility will be pursued further below.

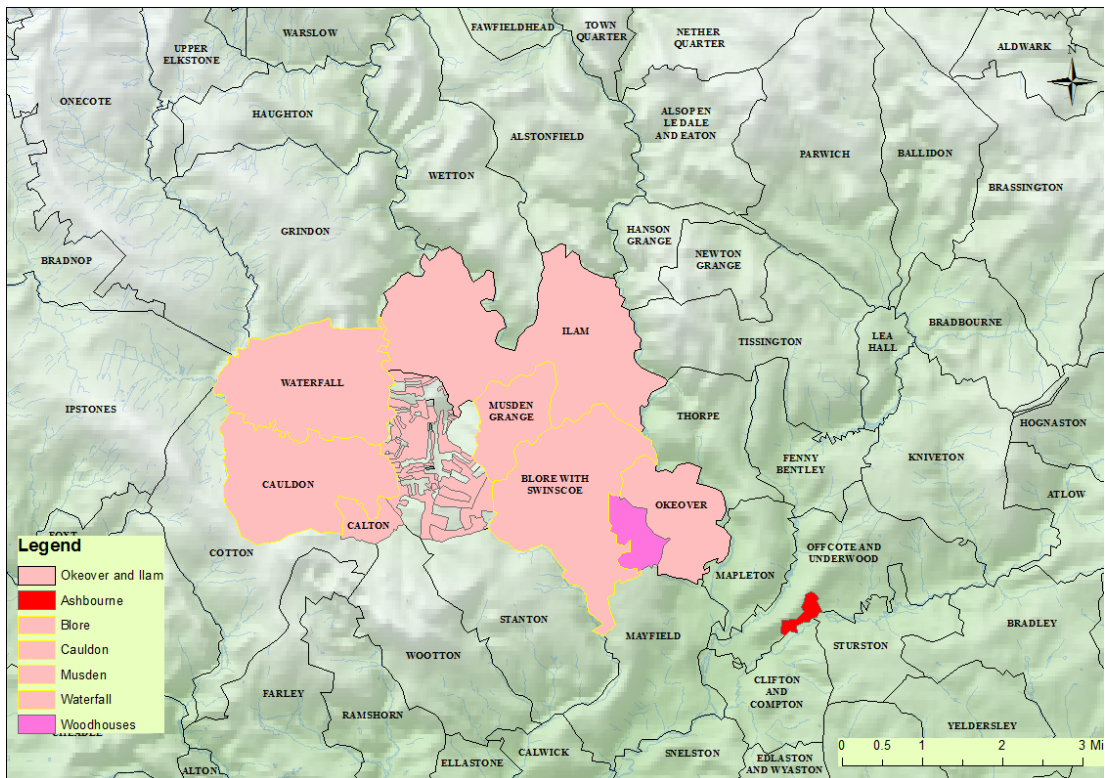
It is possible to discover more from the Burton cartulary about the composition of the abbey's claims over Okeover particularly with regard to Ilam church. In 1185 the abbey obtained a papal bull from Lucius III. Included in the abbey's holdings, specifically recorded as having been part of the gift of Wulfric Spot, were the following:

Illum cum ecclesia et omnibus appendiciis suis; Acofram cum capella; Cathesturne et capellam de Blora cum pertinentiis suis; capellam de Grendon cum pertinentiis suis; capellam de Calfdona, capellam de Scona cum tota decima; decimam de Lintona de terra illa quae pertinet ad feudum de Caldewella cum tota decima; totaque etiam decimam de Truelega, decimam de Mosidene, decimam de Waterfale, de parte illa quae vocatur Hasselbache, cum tertia garba de alia parte.<sup>18</sup>

We can disregard Linton and Caldwell which lie close to Burton near Castle Gresley. All the other places mentioned can be located in the area surrounding Ilam. A map that again makes use of the database of 1851 parish boundaries to approximate the extents of the villis shows the location of the other places mentioned. It is significant that in this document, which records the abbey's perspective, Okeover appears as an appendage to the church at Ilam, the reverse of situation recorded in Wulfric's will, Domesday, and indeed the Burton surveys, where Okeover was identified as the centre of the estate including Ilam. Blore and Grindon along with Okeover and Cauldon were chapelries of the original parish of Ilam. Musden, *Mosidene*, was a separate holding in Domesday. Throwley, *Truelega*, and Castern, *Cathesturne*, lie within the boundaries of the 1851 parish of Ilam. Finally Waterfall was also a chapelry of Ilam. Between Cauldon and Blore lies Calton whose lands in the nineteenth century were divided between the parishes of Waterfall, Blore and Mayfield, with one area belonging to Croxden Abbey which lay five miles to the south. As can be seen from the map, the combined area attributed to the church of Ilam in the bull covers a significant and largely integral area. Taking the geographical coherence of the area together with the information in the papal bull strongly suggests that there was an extensive ancient parish centred on Ilam. This extended Anglo-Saxon parish overlapped the same landscape as the secular jurisdiction of Okeover and Ilam.

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<sup>18</sup> *Monasticon*, vol. III p. 42.



**Diagram 3. 3 The ancient parish of Ilam.**

Some idea of the persistence of these old arrangements may be derived from information in the *valor ecclesiasticus*, an exercise to determine the income of monasteries and similar bodies prior to the dissolution.<sup>19</sup> The record for Burton abbey in 1537 distinguishes temporal from spiritual payments received. The payment of 26s. 8d. received from Okeover and included amongst the temporal income, was exactly the same as was recorded around 1100. Under spiritualia were Ilam church and rectory £8 13s. 4d., Cauldon £2 6s. 8d. and Grendon 13s. 4d.. From earlier records we can discover that the chapel at Blore, also located within the putative old parish of Ilam, had previously reached an agreement as to the amount it should pay annually. These cash sums are all suspiciously round numbers expressible also in marks or indeed *oras*.<sup>20</sup> The income from Grendon one mark is equivalent to ten *oras*, £8 13s. 4d. is thirteen marks or 130 *oras*. The interpretation is speculative, but the fact that the ‘spiritual’ income is recorded in cash at such round numbers set against what I will demonstrate below was an annual payment for Okeover that also originated in Anglo-Saxon times does add to the case that the whole area may have been an ancient ecclesiastical estate in which the constituent parts made payments for tithes commuted into cash. It does also raise a question as to whether what was described as the ‘farm’ for Okeover might possibly have also been a cash commutation of the tithes. This

<sup>19</sup> See *Monasticon*, vol. III p. 49 for the entry pertaining to Burton abbey.

<sup>20</sup> In the earliest surviving document relating to Okeover and in Burton Survey B the annual payment for Okeover is expressed in *oras*. See below p. 80. for further information.

remains only a speculation and requires a wider understanding of the circumstances that lead to commutation of tithes into cash.

### 3.3 How Burton and its holding at Okeover were seen after the Conquest.

In 1114 on his election, Abbot Geoffrey obtained two grants in the form of writ-charters from Henry I one giving the abbey of Burton to Geoffrey *sicut melius*, or ‘as completely’ as any other abbot had held it.<sup>21</sup>

Burton was one of the few abbeys that was not allocated a quota of knights by William I and therefore owed no military service. It therefore does not appear in the *cartae baronum*.<sup>22</sup> Further understanding of the abbey’s legal status can be obtained from the *Book of Fees*. This records that since the early-eleventh century Burton Abbey had been held in free alms.<sup>23</sup> We should be careful to consider whether this twelfth-century description of the abbey’s tenure of its lands used a form of words was anachronistic. The word *elemosina* was in use from the eighth century.<sup>24</sup> The description is also broadly consistent with the history of its foundation by Wulfric Spot when King Æthelred granted the abbey ‘freedom’.<sup>25</sup> It would be reasonable to conclude that as the abbey was not held by military service neither was Okeover because Okeover had been acquired by the abbey before the Conquest.

The Domesday entries for Burton provide some hints as to whether the possible complexities with regard to the composition of landholdings shown by the contents of Wulfric’s will might also have persisted over the intervening sixty or so years and survived the disruption of the Conquest. The entry for Okeover reads ‘Ipsa abbatia tenet Akovre cum appendiciis suis ... Eadwulf tenet ad censum. Ibi est unum molendinum...’<sup>26</sup> The value was twenty shillings. The first point to notice is that the entry contains the name of the abbey’s subtenant Eadwulf. This raises the question of the relationship between Eadwulf and the Okeover family and this will be investigated below. The entry raises three further important issues none of which has an easy or obvious answer: (1) how Eadwulf held the land and in particular the significance of the wording *Eadwulf tenet* that is simply ‘holds’ and not *tenet de* ‘holds **from**’ the abbey. (2) The geographical extent and the composition of the claims to the place called Okeover and the

<sup>21</sup> ‘BC’, two writs issued by Henry I confirming the abbot’s tenorial claims, p. 11 *sicut eam melius tenuit aliquis abbas* and judicial claims, p. 12, the latter expressed in the form ‘*volo et concedo*’ ... ‘the abbot of Burton should have his court free of all incidents and customs’. There also a grant by King Stephen to the abbot of Burton probably involving Coton that is contained in the ‘BC’, p. 11.

<sup>22</sup> J. H. Round, ‘The Introduction of Knight Service into England’, *The English Historical Review*, no. 23 (1891), p. 435.

<sup>23</sup> *Liber Feodorum : the Book of Fees, Commonly Called Testa de Nevill* (London, 1920), vol. 1 p. 149: ‘Abbas de Birton’ tenet totas terras suas quas habet in Derbisir’ in capite de domino rege in elemosina a tempore quo abbacia fundata fuit.’

<sup>24</sup> R. E. Latham, *Revised Medieval Latin Word-List from British and Irish Sources* (London, 2008), p. 162.

<sup>25</sup> See p. 63 above.

<sup>26</sup> *DB* 24, 4.8.

appurtenances attached to it. These questions will be examined below. (3) The meaning of the words *ad censum*: this was a payment made by the holder of Okeover to the abbey; the question is what this payment was for and the extent to which it was understood at the time as constituting what lawyers would later come to understand as a ‘rent’ for land occupied on the basis of some form of ‘lease’ or tenure limited by time, or whether it was understood to have been made for a different purpose. This will be examined in the section that examines the documents relation to Okeover itself.

In Domesday, nine holdings in Staffordshire and seven in Derbyshire were attributed to Burton Abbey. Of these sixteen Burton holdings, Okeover was one of only two that included the name of a tenant. At the other, Whiston, Nawen ‘holds **from** the abbey’.<sup>27</sup> In Darlaston, another location later described as a manor, two unnamed men hold ‘from’ the abbey.<sup>28</sup> The question to ask is whether these differences in wording indicate actual differences between the terms on which land was held or merely imprecision on the part of the clerks. In practice Domesday shows considerable variation in the formulae that were used to describe a situation where there was more than one holder of a claim involving the same named place. Both Stephen Baxter and David Roffe suggest that the differences in the descriptions used may well have reflected actual differences. The compilers of the survey and the book faced problems in trying to place quite a complex reality within a simplified recording structure and chose their words with care. Baxter has used the different descriptions applied to holdings at the time of Edward the Confessor as a basis for reconstructing the possible relationships that existed between lord and tenant before the Conquest.<sup>29</sup> Roffe points to the desirability for a similar exercise to be carried out for cases where pre-Conquest sub-tenants remained on the same land after the Conquest.<sup>30</sup>

The use of the description ‘holds’ as opposed to ‘holds from’ can be found in other Staffordshire Domesday entries. Of particular note are the two separate entries covering the Bishop of Chester’s lands at Lichfield. The first entry identifies five ‘members’ all of which were waste and no tenant was named.<sup>31</sup> The second entry identifies a further thirteen members belonging to the manor of Lichfield. All of these have a named sub-tenant each of whom ‘holds’, as in *tenet*, the respective land.<sup>32</sup> The entries for the king’s thanes provide further examples of the use of the descriptions *tenet* and *tenet de*. There are twenty holdings for king’s thanes.<sup>33</sup> Of these

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<sup>27</sup> *DB 24*, 4.9.

<sup>28</sup> *DB 24*, 4.6. It is also worth a footnote that in the Derbyshire entries for Burton, the operative verb is *habet* rather than *tenet*.

<sup>29</sup> See for example S. D. Baxter, ‘The Making of Domesday Book and the Languages of Lordship’, in E. M. Tyler (ed.), *Conceptualizing Multilingualism in Medieval England, c.800-c.1250* (Turnhout, 2011), though this is largely restricted to Domesday circuit III.

<sup>30</sup> David Roffe, *Decoding Domesday* (Woodbridge, 2007), p. 164 n. 111.

<sup>31</sup> *DB 24*, 2.16.

<sup>32</sup> *DB 24*, 2.22.

<sup>33</sup> *DB 24*, 17.1-17.20.

four TRW are described as *tenet de rege* and the remaining sixteen simply as *tenet*. Possible explanation for this variation are (1) it represents an actual distinction in the type of tenure described or (2) it is a result of a random choice of the words used and recorded in the inquest and copied by the clerks without any intention to indicate a distinction in the type of tenure or (3) the differences are a result of clerical errors in compiling the text of Domesday. If (2) or (3) were the correct explanation it would be reasonable to expect the variation in the description to be randomly spread over all the entries in Staffordshire. In fact the variations in description are clustered together in the entries for the bishop of Chester, Burton Abbey, and the king's thanes. In all the other entries the description used where there is a sub-tenant is overwhelmingly *tenet de*. There is a reasonable explanation for this and that is for the large majority of the other entries the tenant-in-chief of the land was a Norman newcomer. The exceptions to this were ecclesiastical holdings, of which the Bishop of Lichfield's and Burton Abbey's are the main examples, and the king's thanes. These are the groups of holdings in which it would be reasonable to expect to find more examples of continuity of tenure over the Conquest.

Even if the distinction between *tenet* and *tenet de* was intentional, it is more difficult to determine what it meant in terms of the differences between tenures so described. Baxter's analysis of pre-Conquest tenures in circuit III of Domesday was able to rely on the fuller descriptions of pre-Conquest tenants. As a result he was able to propose 'a flexible formulaic convention which enabled [the commissioners of circuit III] to distinguish between commendation, dependent land tenure, and soke, and the various possible combinations of these forms'.<sup>34</sup>

An alternative explanation for the difference between the wordings *tenet* and *tenet de* is that it identifies a distinction between those tenants who held the whole vill and those who held land within a vill and therefore held that land from the lord of that particular vill. This possibility is discussed by Palmer.<sup>35</sup> Palmer's evidence is from Domesday circuit III. It cannot be used as conclusive support for the universal applicability of this distinction but it does significantly strengthen the case for saying that Eadwulf held the vill or manor of Okeover.

Most of the Domesday entries for Burton Abbey contain no information about the holder TRE. Those that do involved specific changes to the abbey's holdings. None provides information about changes in sub-tenants. Only two entries name sub-tenants TRW. The omission in these cases of the TRE sub-tenant might well mean that there had been no change. Alternatively there had been a change which was disregarded or overlooked. It is not possible to say definitely which of these possibilities is correct.

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<sup>34</sup> Baxter, 'The Making of Domesday Book and the Languages of Lordship', p. 307. Lack of information here prevents any serious application of that formula.

<sup>35</sup> J. J. N. Palmer, 'The Domesday Manor', in J. C. Holt (ed.), *Domesday Studies* (Woodbridge, 1987), p. 143.

A further example, directly relevant to this study is to be found in the entry for Snelston, Derbyshire, three miles south of Okeover.<sup>36</sup> Snelston later emerges as a location where the Okeovers also held land and, eventually, the manor. Snelston was listed in Domesday amongst the holdings of Henry de Ferrers; there one Ralph *tenet*. The Snelston entry also provides additional evidence that more complex bundles of claims over land still existed at the time of Domesday. Half a carucate of *soca* in Snelston was attributed to Mickleover, three bovates *soca* to Rocester and five bovates and two parts of two bovates belonged to Norbury. The manor of Mickleover was one of the holdings attributed to the Abbey of Burton.<sup>37</sup> It will also be suggested below that the Domesday interest in Snelston that is attributed to the Abbey of Burton and the interest of the Okeover family that emerges in later documents may be more than just a coincidence.<sup>38</sup>

The archives of Burton Abbey provide some further information about the extent and composition of its lands in the early years of the twelfth century. Abbot Geoffrey of Burton, 1114-1150, left behind him a significant collection of deeds and also carried out two surveys of abbey lands. The first of these surveys, known for reasons of history as survey B, dates to 1114 the first year of Geoffrey's rule as abbot, and the second, survey A, to the mid 1120s. Both surveys contain considerable amounts of information about Okeover and Ilam. The land was divided between inland and warland, showing that the underlying Anglo-Saxon land structures were still present. Okeover and Ilam were recorded as being held by Orm for twenty *oras* a year.<sup>39</sup> However, the abbey itself held the church at Ilam and there were other tenants listed as holding land within both Okeover and Ilam. There was sufficient inland for one ploughland and Orm presumably held this. Lewin held a carucate of warland for service and had two men under him. The other carucate of warland at Okeover was divided into two-bovate units with three units being held for an annual cash payment of fifteen pence each with the fourth *in dominio*. In Ilam, apart from the carucate and other land around the church held by the abbey, there were sixteen bovates of warland divided between seven named individuals for cash payments per annum totalling fourteen shillings. Survey A, some ten years later, contained a largely similar if more abbreviated record. It recorded Orm as paying 26s. 8d. a year, the exact equivalent of twenty *oras* for a holding now described as *ad firmam*.

A particular point of interest here is the church at Ilam. Survey B recorded that the abbey held the church at Ilam and the land attached to it. This was confirmed in survey A from which I will quote directly: '[i]tem - in Ilam we have the church and the land that is attached to it that is one carucate of land and besides this eighteen acres in three crofts and in addition the piece of

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<sup>36</sup> *DB* 27, 6.53.

<sup>37</sup> *DB* 27, 3.1. The Mickleover entry records a claim of *soca* over twelve bovates in Snelston, as opposed to the half carucate in the Snelston entry.

<sup>38</sup> See chapter 7, p. 201.

<sup>39</sup> Information from the surveys is taken from 'Burton Surveys', here, p. 225.

land called Hagenley.’ So, though Orm held Okeover and Ilam from the abbey, the abbey itself held some of the land there. We may wonder what precisely was the relationship between the church in Ilam and the land associated with it and the remainder of the land of Okeover and Ilam, when this relationship had been established and finally what it adds to our understanding of the relationship between the abbey and Orm. The point is that the church at Ilam, with its separately identified carucate of land within the extent of Okeover and Ilam, appears as subsidiary to Orm’s holding of Okeover and Ilam from the abbey rather than Orm’s holding being subsidiary to the abbey’s holding with its demesne round the church. This may seem to be a nicety but at the same time it seems unlikely that the abbey would have put it this way if the result was to understate its actual claims over Okeover. Further, it would also suggest that this separation was already established by the time Wulfric gave Okeover to the abbey. The reason for arguing this is as follows. For the purpose of the argument we can imagine two possibilities.<sup>40</sup> Either Wulfric gave the abbey some form of claim over Okeover and Ilam within which the church at Ilam, which he also gave to the abbey, was already separately established or he gave the abbey a direct claim over the land of Okeover and Ilam including the land that was later used to establish the church. If it was the latter possibility, the abbey would then have needed to make grants of its land in order to establish the other tenants whilst retaining the church and the land around it. It would also have had to make a grant of the farm of the vill of Okeover and the appurtenant lands that came to be held by Eadwulf and subsequently Orm. As the abbey itself would have held this land directly in order to be able to do this it seems unlikely that the survey would have then expressed its interest in the church, which would have been in effect part of its *dominio*, as a separate entity. And under these circumstances, why would it then have wished to farm out the remainder of Okeover whilst at the same time retaining its own agent in Ilam? More reasonable possibilities are either that a previous holder of the land had established the church at Ilam and provided it with an endowment of land or that the church itself had occupied its land since time beyond memory. Evidence presented above suggests that Ilam was indeed the centre of an extensive ancient parish, probably predating the establishment of Okeover as a secular estate. If this train of reasoning is correct it also suggests that the secular estate of Okeover was itself already established as a separate entity at the time Wulfric gave the abbey its claim over Okeover. This would have important implications for the claims of a secular holder of Okeover as against the claims of the abbey.

This investigation of the claims that Burton Abbey held over its lands has shown that they were significantly rooted in their Anglo-Saxon origins. Wulfric’s will showed the compositions of landholding that were possible at the start of the eleventh century. The Burton surveys a hundred years later, at the beginning of the twelfth century, show the existence of a well-established group of occupiers holding land within a structure which showed these Anglo-Saxon

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<sup>40</sup> There are other possibilities but two are sufficient for the argument.

origins. Whilst it is not possible to prove conclusively that this structure dated to before the time that Burton acquired its claims to Okeover under Wulfric's will, the possible compositions of landholding at that time certainly do not rule this out. Whether it is possible to draw any conclusions about the continuity or otherwise of the Okeover family holding of Okeover is pursued in the next section.

### 3.4 Documents relating to Okeover itself.

The presence in the cartulary of a copy of the Domesday entry for Okeover, as well as those for Snelston and Atlow demonstrate the extent of Roger's inquiries.<sup>41</sup> This accurate extract from Domesday is intriguing in itself. It tells us that Roger knew about and was able to gain access to either the original or a good copy of the relevant parts of Domesday. It is also relevant to consider whether this could be seen as demonstrating that Roger may have had the thought that the Domesday entry was in some way relevant to the questions that he was trying to address because there was a transmitted memory of the origins of the family's land. This is a question that cannot be resolved by reference to the evidence. It would not be unreasonable to suppose that a family that had demonstrably occupied the same land for two hundred years would transmit some memory as to how they had acquired it. The presence of the copies of the Domesday entries is at least consistent with a transmitted memory that the family claims to Okeover descended from the Domesday holder though it does not prove conclusively either that there was such a transmitted memory, or that the memory was accurate.

No other documentary evidence survives that directly confirms or denies the possibility that subsequent holders of Okeover were descendants of the Domesday holder Eadwulf. The absence of documentary evidence that records the disposition of Okeover by Eadwulf is unremarkable because documents recording lay transactions in land in the years after Domesday are extremely rare.<sup>42</sup> It is nevertheless important to continue to maintain an open mind about the possibility that the Okeover family were direct descendants of Eadwulf. This is potentially relevant to an understanding of the relationship between the Okeovers and the abbey concerning the terms on which the family occupied Okeover. The next known holder of Okeover was named Orm. We know little about him as an individual. He emerged at the turn of the twelfth century, though it is possible, and relevant below, that he may have held land in Little Ireton at the time of Domesday.<sup>43</sup>

A number of contextual factors that relate to Orm both support and question the possibility of his descent from Eadwulf. Orm appears with the toponym 'Okeover' in an important *conventio*

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<sup>41</sup> OC9. The significance of the latter two entries, which both relate to manors held by the Okeovers at the start of the fourteenth century, will become apparent later in the thesis, see chapter 7.

<sup>42</sup> Sally Harvey, 'The Knight and the Knight's Fee in England', *Past and Present*, 49, no. 1 (1970), p. 31.

<sup>43</sup> See below p. 85.

between Abbot Geoffrey of Burton and Robert I de Ferrers.<sup>44</sup> He also appears in the Pipe Rolls as follows: ‘Orm de Acovra debet xiiij marcas argenti quiq retinuit homines Regis injuste’. This is not only a possible indication that he was already well associated with the location because of the toponym, but the nature of the entry also indicates that he was also established as a man of some authority in the locality to have been in a position to detain some of the king’s men.<sup>45</sup> This adds to the case for supposing that Orm had inherited Okeover, though it is not conclusive.<sup>46</sup>

The earliest surviving document recording a transaction between the abbey and the Okeovers is dated between 1094 and 1114. Abbot Nigel is recorded as having ‘give[n]’ the land of Okeover to Orm.<sup>47</sup> Orm can be shown to have been the direct ancestor of Roger of Okeover. This document is one of the earliest surviving post-Conquest English records of a transaction of land involving a lay tenant. Because of its importance, it is relevant to quote from it at some length:

Ego frater Nigellus ....dedi in capitulo nostro .....terram de Acovere Orme hac conventione ut unoquoque anno nobis xx oras persolvat, et perinde factus est homo noster super quattuor Evangelia iurando se nobis fidelitatem servaturum..... Cum autem mortuus fuerit, deferre ad nos se faciet cum tota pecunia sua ad sepeliendum, quo sepulto, filius eius in capitulum nostrum veniet daturus pro relevatione ipsius terre tantum pecunie quantum nobilis homo dare debet pro tali terra jurando similiter sicut pater eius juravit, donando sicut pater eius donavit et tenendo sicut pater eius tenuit.<sup>48</sup>

It is difficult to determine the precise date of this document, the intentions of the parties, the extent and composition of the ‘land’ that the abbot was ‘giv[ing]’ and whether the composition was the same as it had been, between eight and twenty-eight years previously, at the time of Domesday. I will first concentrate on the intentions of the parties and the following are the main possibilities: 1) it was a gift by Abbot Nigel to Orm when Orm acquired Okeover from the abbey for the first time; (2) it was a confirmation granted by Abbot Nigel on his accession as abbot to confirm a pre-existing holding of Okeover by Orm; (3) it was a transaction endorsed by Abbot Nigel transferring Okeover to Orm from a previous holder of the land; (4) it was a confirmation granted by Abbot Nigel when Orm inherited the land from his father or another family member; (5) it was a confirmation issued by Abbot Nigel to Orm to alter the terms on which Orm held Okeover; (6) it was a confirmation issued by Abbot Nigel in response to a request by Orm, who already held the land, to clarify arrangements for his burial at the abbey and the succession to the land on his death. Behind these possibilities lies the question as to whether or not Okeover was already the hereditary land of the Okeover family, a question relevant to (2), (4), (5) and (6).

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<sup>44</sup> *Geoffrey*, pp. lii-lv.

<sup>45</sup> *The Great Roll of the Pipe for the Thirty First Year of the Reign of King Henry I, Michaelmas 1130*, ed. J. A. Green (London, 2012), p. 59.

<sup>46</sup> J. C. Holt, ‘Politics and Property in Early Medieval England’, *Past and Present*, 57, no. 1 (1972), pp. 7-8 sees toponyms as ‘provid[ing] a very rough and ready minimal measure of inherited estate.’

<sup>47</sup> A copy of this grant is in the Burton cartulary: BL Loan 30, fol. 17.

<sup>48</sup> BL Loan 30, fol. 17.

Looking first at the secondary literature, because of the rarity of such early documents dealing with lay land transactions, several historians have used this one as evidence to support their interpretations of the history of law as it related to landholding in Anglo-Norman England. However, there appears to be little agreement amongst them as to what it implied about the intentions of the parties and relationship between them. In 1895, Maitland suggested, in tentative language that reflected his understanding of the difficulty of using modern terminology to describe such a document, that it could be an instance of a quasi will or *post obitum* gift:

The vague conception that prevailed as to the nature of these transactions can be illustrated by certain dealings which are characteristic of the Norman age. We hardly know how to describe them. The result of them is to be that after a certain person's death a church will take the whole, or some aliquot share, of his chattels. If we call them testaments we say too much; if we call them present gifts we say too much; if we call them covenants to give, again we say too much.<sup>49</sup>

This would have placed the intentions in possibility (6) above. Particularly telling for Maitland were the arrangements made contingent on Orm's death for his burial and the relief to be paid by his son. Burial normally took place in the local church of the deceased and an arrangement to be buried at the abbey is a significant indication of the status of the grantee as well as a potential source of income for the abbey. There are other examples of this type of stipulation in the Burton cartulary.<sup>50</sup> Sheehan in his study of medieval wills agreed with Maitland.<sup>51</sup> If Orm had indeed been in a position to make arrangements as to the disposition of the land he occupied, this would have suggested that he was relatively secure relative to the abbey in his occupation of Okeover and ability to dispose of it as he chose.

Whilst Maitland used tentative language, the clear implication is that he understood these documents as recording some sort of disposition to take effect on the death of the grantee, option (6) above. The disposition appears to have involved a gift or relief of an appropriate part of the *pecunia* of the deceased to be paid to the abbey. The use of the word *relevatione* mirrors Henry I's Coronation Charter.<sup>52</sup> On payment of the relief it appears that Orm's son would 'swear as his father swore, give as his father gave and hold as his father held.' In effect then, this document also provided a written confirmation that after Orm's death Okeover would be granted to his son.

If this document was indeed the record of a disposition by Orm, then it would have followed that he was disposing of that which he believed was his. The absence of an explicit statement to this effect in the document cannot necessarily be read as denying heritability as this is something that could have been taken as understood by both parties in this early document. The abbot then

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<sup>49</sup> *P and M*, ii, p. 322 n. 2.

<sup>50</sup> Darlaston and Andrew, Orm's son-in-law at Field and Leigh: *Geoffrey*, no. 8 pp. 1-li, no. 14 pp. lvii-lviii, no. 12 p. lvi, no. 13 pp. lvi-lvii.

<sup>51</sup> M. M. Sheehan, *The Will in Medieval England: From the Conversion of the Anglo-Saxons to the End of the Thirteenth Century* (Toronto, 1963), p. 111 n. 16.

<sup>52</sup> 'Henry I Coronation Charter', ed. Richard Sharpe, in *Early English Laws*, [www.earlyenglishlaws.ac.uk/laws/texts/hn-cor/view/#edition,1/translation,1](http://www.earlyenglishlaws.ac.uk/laws/texts/hn-cor/view/#edition,1/translation,1) (London, Accessed 16 May 2016).

acted to signal his agreement with the transaction. The document contained no specific provision for the reversion of the land on the death of Orm's son, a provision that would be expected in grants limited to a life or lives. The involvement of the church could be seen as providing a formal authentication, with a religious blessing, of the transaction concerning a holding of land that effectively belonged to its occupier. It is likely that the abbey also played a role in ensuring that the chattels of the deceased were properly administered.

On the other hand, Garnett, writing in 2007, used this same document as evidence in support of the proposition of 'reversion to the lord on the death of a subtenant'.<sup>53</sup> Hudson also sees this as providing an example of feudal homage.<sup>54</sup> Garnett and Hudson do not consider the possibility that this was heritable land. If it was the case that Okeover was, in effect, the abbey's land and Abbot Nigel could have withheld his agreement to Orm's request that his son succeed to the land, then Orm's security in his holding would have been rather more precarious relative to the abbey's claims.

In determining which of these diametrically opposite interpretations is the more persuasive, my approach will be based on a study of the document in its local context as opposed to attempting to interpret the words of the document as if they had been determined within a generally understood legal context. The key is to understand whether, and if so when, the land of Okeover might have become heritable, in the sense that it was Orm's to dispose of. Connected to this question is the inverse question as to the composition of the holding of Okeover that was attributed to Burton Abbey in Domesday and in the years that followed. Maitland tacitly accepts that Okeover may have been heritable land. Garnett espouses the view that after the Conquest all land holdings could be traced back to the king and that therefore Burton Abbey must itself have held Okeover in a composition that included a claim to the land within its extent that it was able to pass on to Orm.

The depth of this disagreement is explicable at two levels. First, the practice of documenting such transactions was at this time at a very early stage of development. The document was only intended as a record that an agreement had been entered into. As such was only a confirmation that such a transaction had taken place and did not have its own legal dispositive force at this time. The implication of this is that the parties to the document did not necessarily foresee that the wording that was chosen might later come to be taken by a court of law as a precise statement of the terms agreed between them. They may well have been describing part of the ceremonial process by which the parties marked their agreement. This document does not

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<sup>53</sup> Possibilities (1), (2) and (4). George Garnett, *Conquered England: Kingship, Succession and Tenure, 1066-1166* (Oxford, 2007), p. 95.

<sup>54</sup> Possibilities (1), (2) and (4). John Hudson, *The Oxford History of the Laws of England Volume II: 871-1216* (Oxford, 2012), p. 336.

necessarily provide a precise statement of the respective claims that Orm and the Abbey of Burton held over the land at Okeover.

The second explanation relates to the use of surviving documents as evidence from which to make general inferences about the framework of laws, rules or established practices that were assumed to have determined the choice of the words used in the documents. Leaving aside the circularity of this reasoning, there is another difficulty caused by the assumptions that may be implicit in this approach. This is the supposition that a single set of practices existed and the surviving documents can be taken to be an homogeneous sample of examples of the application of that set of practices. The evidence touching on the Burton context has pointed to a local landscape steeped in its Anglo-Saxon origins. This is not in itself a matter of surprise as the number of Norman colonists in England after the Conquest probably amounted to rather less than one percent of the existing population of England. What the Burton evidence also suggests is the likelihood that some of the Anglo-Saxon practices in relation to landholding did survive the Conquest in this locality. It is therefore reasonable to envisage a situation, familiar in other acts of colonisation of already well occupied lands, where the newly-introduced practices of the arriving colonisers existed side by side with already well-established local practices, each shaping the other over what may have been a lengthy period of time.<sup>55</sup> Under such circumstances, if the earliest surviving Okeover ‘gift’ was in fact a reflection of local Anglo-Saxon practices, as it probably was, to interpret it as if it were an example of newly-introduced Norman practices is inherently fallacious. In order to avoid this difficulty it is necessary to study documents in their local context and I will therefore examine the contents of this document by comparing it with more or less contemporary documents concerning other lands associated with Burton Abbey.

The question of particular interest is whether the study of extant documents might reveal anything about the continuity of holdings. Is there anything that we can learn from the practice used by the abbey when it decided to include a reference to the previous holder when executing a grant? Two documents survive from the time of Abbot Nigel (1094×1114), the Okeover document and a grant of land to Geoffrey de Clinton and this will be dealt with below. Twenty-two documents survive recording acts of Abbot Geoffrey (1114×1150) involving abbey tenants.<sup>56</sup> Sixteen of the twenty-two documents specifically identify the previous holder of the land in question. The grantee succeeded his father or brother in eight of the sixteen and another named individual in the other eight. The importance that the abbey attached to identifying when the deed involved a transfer of land to a new tenant rather than to a successor by inheritance is indicated by the example of the transfer of Gamel’s land at Stretton to William of St Albans.

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<sup>55</sup> A. H. M. Jones, ‘In eo Solo Dominivm Popvli Romani est vel Caesaris’, *The Journal of Roman Studies*, 31 (1941), pp. 26-31, for example shows the complexities that arose from the interactions in Roman colonies between Roman and local laws in relation to land.

<sup>56</sup> See *Geoffrey*, pp. xlv-lxxi for the documents of Geoffrey of Burton.

Subsequent documents concerning this land referred to its origin as Gamel's land for getting on for the next fifty years.

Of the remaining six cases where the previous holder was not directly identified, three can be dated to after c.1130 when Edwin succeeded Suegnus as prior. As a result it can be established that all three related to land held within one of the manors that was held directly by the abbey and where the individual concerned, or his father, had held land there at the times of surveys B and A. They were therefore already known as tenants of the abbey and had probably held some of the lands involved in the grant. There are three remaining transactions in respect of which it is not possible to establish the name of the previous holder either from the document or the surveys. All three cases involved the grant of a manor. The distinction between the holding of a manor and holding land within a manor may in itself be significant and this will be examined next.

Looking at the transactions involving a manor, seven of the twenty-two documents of Abbot Geoffrey included in this sample granted what can be definitely established as having been a manor. In the four of these transactions already considered, the grant was in a form that established that the grantee was succeeding his father, one of the cases having been explicitly a life grant and the others being some form of hereditary grant. The question to be answered therefore is whether there is an explanation as to why the other three grants of a manor did not specify the previous holder.

Examining the three other transactions where the previous holder was not identified, in case (A) it is possible to establish that Orm of Darlaston already held Darlaston at the time that Abbot Geoffrey made the recorded grant to him and that this was therefore a confirmation, possibly also involving a change in the annual payment to be made to the abbey, to a known tenant of a known landholding.<sup>57</sup> In case (B) the grant of Potlock to Geoffrey of Potlock, it is more difficult to be sure of the chain of events. In survey B, 1114, Nigel of Repton held Potlock for 4s. By the time of survey A, c.1126, Geoffrey held Potlock for 40s. and also the mill there for a further 50s. and an appropriate gift of fish. In Abbot Geoffrey's grant, the payment for Potlock was 40s., the same as survey A, but no rent for the mill was specified though five hundred eels were to be given to the abbot every year. The information in the document does not make it possible to determine whether its date was before or after survey A in c.1126. There therefore remains some uncertainty as to whether this was a confirmation. In case (C), the grant of the whole manor of Leigh was made to Robert fitz Uvietus after 1130 for a payment of 100s. each year. Previously, after survey A in c.1126, part of Leigh had been granted to Andrew, the son-in-law of Orm of Okeover, for 60s. each year. We do not know what had happened to Andrew. In surveys B and A, Leigh was recorded as held at farm for 100s. It is possible, though not certain,

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<sup>57</sup> In survey B, 1114, Orm held Darlaston for 40s. By the time of survey A he held for 60s., 'Burton Surveys', p. 227-228. *Geoffrey*, no. 14 pp. lvii-lviii dates the deed between the two surveys but it is possible that it was dated later.

that Robert fitz Uviet was the son of one of the other occupiers of Leigh and therefore already well-known to the abbey. It may or may not be a coincidence that during the time of Hugh I of Okeover an Uviet held land at the Woodhouses from Hugh.<sup>58</sup> This might just indicate a family connection with the Okeovers and be the explanation as to why Robert followed Orm's son-in-law Andrew as tenant of Leigh.

The records of these transactions as a whole make it possible to identify some of the factors that may have been relevant to their production. In particular, in nineteen of the twenty-two cases it was possible to identify the previous holder either directly from the deeds themselves or from the surveys where there was a confirmation of an existing holding. This would have allowed those who were present to witness the grant to identify the land subject to the grant. In the absence of a description of the bounds of any land, the identity of the previous holder would provide an indication to those present as to what land was involved.<sup>59</sup> In the case of land that lay within a village, it might in any case have been difficult to specify the land on the basis of its location or bounds, if for example it consisted of strips of land spread across open fields. Where the grant was of a manor, the name of the manor would probably be sufficient to identify the claims and obligations subject to the grant. Where the grant of a manor did not include a reference to the previous holder it may be reasonable to suppose that the transaction would usually have been a confirmation of an existing holding. In all twenty-two of the documents in this collection of grants by Abbot Geoffrey, there was also some reference to the basis of the tenure that had been granted. In seventeen cases the grants included words indicating that the grants were of land that was in some way hereditary. In three of the other cases the grant was in fee farm with no limitation specified as to a term of years. In one case the grant was on the same terms as enjoyed by the previous unrelated tenant and in the final case the grant was in fee farm for a term limited to the life of the grantee.

Applying the information gleaned from Abbot Geoffrey's deeds to the gift by Abbot Nigel to Orm may help us understand rather better the implications of what was and was not included in it. Whilst this document is the earliest surviving written record of a transaction involving the occupiers of the land at Okeover and it was described as a 'gift', we should be careful in reading it literally as either a new gift of land by the abbot to Orm or an acquisition of land by Orm from a third party as in options (1) and (3) above. There is no indication in the document of the previous holder of the land. Relying on the comparison with other abbey documents for abbey practices this probably indicates that Orm was already known to hold the land and that the document was not produced to record an occasion when Orm first succeeded to or acquired the land ruling out possibilities (3) and (4) above. Nor is there any indication in any of the surviving

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<sup>58</sup> DRO D231M/E191.

<sup>59</sup> A description of the bounds is available only in the case of Dodds Leigh to be found at *Geoffrey*, no. 6 p. xlix.

documents that it was the abbey's practice to provide written confirmations to its tenants on the succession of an abbot, ruling out possibility (2). Eliminating these possibilities leaves (5) and (6), that the document records either a confirmation by Abbot Nigel, possibly with a change in the terms of the terms of occupation, or some sort of disposition by Orm.

There are other reasons for discounting the possibility that the document recorded Orm's first occupation of Okeover. First, the annual payment that Orm was to pay to the abbey was specified in *oras* a Scandinavian unit of account that was, by the beginning of the twelfth century, 'a mere customary survival'.<sup>60</sup> It seems very unlikely that a new gift of land would have been made with the payment specified in an obsolete unit of account. The payment made for Okeover was still specified in *oras* as late as 1114 in survey B, undertaken by Abbot Geoffrey on his accession. There were two other instances of the use of *oras* in survey B.<sup>61</sup> In the case of Bedinton a son succeeded to land his father had occupied where the payments that the father had made had been specified in *oras*. The grant to his son specified payments in shillings, but the amount of the payment involved was changed and the grant was specifically for the life of the son.<sup>62</sup> Thus it cannot be taken that it was necessarily the practice to restate payments that had previously been made in *oras* into shillings when a son inherited land. The one other surviving deed where Abbot Nigel was the grantor did not use *oras*, so the use of *oras* in the Orm deed was not general abbey practice in Nigel's time thus increasing the likelihood that its use pointed to the pre-Conquest origins of this tenure.<sup>63</sup>

Other aspects of the *conventio* with Orm might be seen to reinforce the view that the gift by Abbot Nigel to Orm was a confirmation of an existing holding or a disposition by Orm. The use of the word *daturus* in relation to the payment of relief by Orm's heir suggests either that it is less of an exaction than a social expectation based on an agreement involving mutual giving or that Abbot Nigel chose to use the word 'give' in preference to the available alternatives.<sup>64</sup> In contrast, Abbot Geoffrey only used the word 'give' on one occasion when 'giving' Field, which had been held previously by Erneuius, to Andrew. This was evidently a new grant as the pipe roll recorded that Andrew paid a fine to the king in order to obtain the land.<sup>65</sup> Finally, the reference to the expectation that Orm's heir should give as much as a 'noble' man should give is

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<sup>60</sup> Pamela Nightingale, 'The Ora, the Mark, and the Mancus : Weight-Standards and the Coinage in Eleventh-Century England: Part 1', *Numismatic Chronicle*, 143 (1983), pp. 256-257.

<sup>61</sup> References to 'Burton Surveys': Stretton-in-Dunsmore, p. 247 and Bedinton, pp. 228-229. There were no references to *oras* in survey A by c.1126.

<sup>62</sup> *Geoffrey*, pp. xlix-l.

<sup>63</sup> An agreement made between Abbot Nigel and Geoffrey de Clinton. This transaction would have taken place before Abbot Nigel's death in 1114; this was some time before 1120 by which time Geoffrey de Clinton had become the king's chamberlain, though he is identified as *camerarius regis* in the deed: SRO D603/A/Add/4.

<sup>64</sup> The suggestion of mutual giving is given greater credence by the use of the word 'give' to describe the annual payments that Geoffrey de Clinton was to make.

<sup>65</sup> *Pipe Roll 31 Henry I*, Green, p. 58.

also a probable mark of the family's established status. Crouch suggests a possible connection between such an acknowledgement of the status of a man as and the role of advocate to a monastery.<sup>66</sup> He suggests that it may only have been later that the word *nobilis* may have been used to describe a knight.<sup>67</sup> There is no direct evidence that the Okeovers played the role of advocate but it could have been consistent with the later evidence concerning the duty of the Okeovers to attend the abbot's meetings in London. Looking at other documents to determine how the abbey handled matters of status, an agreement with Geoffrey de Clinton, for example, contains no acknowledgement of noble status despite Geoffrey's relative closeness to the king. An agreement concerning Darlaston acknowledges the status by birth of the wife of Orm of Darlaston.<sup>68</sup> It seems unlikely, though not entirely impossible, that the gift to Orm of Okeover involved an act by which Abbot Nigel was also deliberately conferring the status of nobility on a family which had not already possessed such distinction.

The *concessum* by Abbot Nigel to Geoffrey de Clinton also provides relevant information by way of comparison. This was evidently a grant made when Clinton first obtained from the abbey the land that was the subject of the agreement. The document refers to the fact that Geoffrey *requisivit* land at Stanton, indicating directly that Geoffrey was receiving the land for the first time. He had also obtained a *breve* from the king to authorise the transaction. Unlike the grant for Okeover it includes a specific statement of the basis on which the land was to revert *liberam et quietam* to the abbey on his death and the basis on which the land might be passed to his heir to have and hold. Whilst the wording of the agreement with Geoffrey de Clinton is somewhat idiosyncratic, it does exhibit at least some characteristics that might be expected of a record of a disposition of land by the abbey as opposed to the confirmation of an existing hereditary holding.

There is one piece of evidence that may point to there having been a change in the tenure of Okeover. This is the difference between the Domesday *valet* of twenty shillings and the farm of two marks payable by Orm and subsequent holders of Okeover. The crucial question is whether the *valet* equated to the annual payment to be made by Eadwulf to Burton Abbey at the time of Domesday. If this were the case it would imply that the payment to be made to the abbey had subsequently increased and might well imply other changes in the tenure. Discovering whether this was the case is not as simple as it may seem. To state the obvious, asking for a measure of the 'value' of some land is not the same as asking how much was paid. In some Domesday entries an explicit distinction is made between the *valet* and a *reddit*.<sup>69</sup> Where a payment is made it is likely to be either a matter of record or verifiable by a direct memory of a transaction. A value, however, is a matter of appraisal or assessment. As such is not only subjective in the sense that

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<sup>66</sup> David Crouch, *The Image of Aristocracy in Britain, 1000-1300* (London, 1992), p. 331.

<sup>67</sup> Crouch, *The Image of Aristocracy in Britain, 1000-1300*.

<sup>68</sup> *Geoffrey*, no. 8 pp. l-li.

<sup>69</sup> Sally Harvey, *Domesday : Book of Judgement* (Oxford, 2014), pp. 202-204.

different individuals may arrive at different conclusions, but it also raises a number of additional questions. These include what is to be valued, for whom, by whom and for what purpose. As both Harvey and Roffe set out, the answers to these questions in relation to Domesday values are a long way from obvious.<sup>70</sup> The first point to note is that the values in Domesday are intended as an estimate of an annual yield related in some way to a particular place. The intention of requesting this figure was, one might suppose, to obtain some sort of estimate of the potential base on which taxes could be raised. Following this we need to know the notional recipient of the yield and what is to be included or excluded in assessing the amount. There are also, for example, differences between a royal vill, vills held directly by a tenant-in-chief and vills that are held by a man who is a sub-tenant of a tenant-in-chief. In relation to an annual payment for a farm or rent, the question would arise as to whether or not this represented something close to an economic rent or yield, or alternatively was an historical figure bearing little relation to current values. There are also questions as to whether or not the value of any non-cash services should be included and whether some of the land should be excluded as exempt from any assessment to taxation. Finally, a scan of the figures recorded in Domesday suggests the possibility that in many cases they had been rounded. There is thus no general rule that we can apply in coming to an answer to this question. Thus, in the specific case of Okeover, neither possibility can be ruled out, that the *valet* equated to the annual payment that Eadwulf was to make to the abbey, or that the figures might have differed.

There is, nevertheless, one immediate line of investigation involving surviving records of Burton Abbey that might provide a rather more definite conclusion. This is a manuscript fragment that appears to be a working document for the preparation of Abbot Geoffrey's survey B of the lands of the abbey undertaken in 1114 nearly thirty years after Domesday.<sup>71</sup> This also contains a list of the lands of the abbey containing details of the geld assessments and *valets* for each location. This is described as being 'as is written in the king's book.' On first impressions this appears to be extracted from Domesday. It is not, however, a direct copy of Domesday because much detailed information is omitted. Also, in the case of three locations, the recorded *valet* differs from the figure in Domesday. Walmsley raises the possibility that these values were obtained from some other source independent of Domesday. This would accord with Sally Harvey's hypotheses concerning the likely existence of an additional set of royal records kept at Winchester from which much of Domesday was derived.<sup>72</sup> Walmsley is at pains to point out that it is not possible to be sure whether the list of values was copied at the same time as the

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<sup>70</sup> Harvey, *Domesday*, chapter 7 and David Roffe, *Decoding Domesday* (Woodbridge, 2007), pp. 240-250 and David Roffe, 'From Thegnage to Barony: Sake and Soke, Title, and Tenants-in-Chief', *Anglo-Norman Studies XII*, 12 (1990), p. 171.

<sup>71</sup> SRO D603/A/Add/1925. This is the subject of an article by J. F. R. Walmsley, 'Another Domesday Text', *Mediaeval Studies*, 39, no. 1 (1977).

<sup>72</sup> Sally Harvey, 'Domesday Book and Its Predecessors', *The English Historical Review*, 86, no. 341 (1971).

survey material as it appears between the entries for two different places recorded in survey B. However, careful investigation of the roll indicates that Walmsley was being too cautious here. The roll consist of three separate pieces of parchment stitched together but the content that is a copy of survey B and that which is a possible extract from the ‘king’s book’ overrun the joins between the pieces. The implication is that the pieces of the roll were sewn together before the content was written on to the roll and the entries into the roll were made sequentially and by implication at about the same time. An entry relating for the survey is followed by the list of values which in turn is followed by another entry for the survey. Thus it is rather more likely that the contents of the list of *valets* was contemporaneous with the survey. If so, this record would positively confirm that the Okeover *valet*, recorded as twenty shillings in this list, was different to the annual payment for the farm which was recorded as twenty *oras* at the time of survey B.

To summarise the evidence concerning Orm and the possible earlier origins of a family holding in Okeover, there is no direct reference in any document to confirm that Orm of Okeover, who is the first directly identifiable member of the family we meet, was a descendent of the Eadwulf who held the land at the time of Domesday.<sup>73</sup> Nevertheless there are good reasons for supposing that Eadwulf was Orm’s ancestor. The English names and contextual information suggest that the family may well have held the land of Okeover since before the Conquest. The first document that records Orm’s holding of Okeover refers to his son and by implication to Orm himself as a noble man.<sup>74</sup> Orm’s status in the locality is confirmed by the arrangements that are recorded in the document for his burial at the abbey in Burton upon Trent, his appearance as a witness to the document that settled a disagreement between Robert de Ferrers and Abbot Geoffrey, and a fine levied on him and recorded in the pipe roll. The annual payment that Orm was required to make for Okeover was at first specified in *oras* a currency that survived from Anglo-Saxon times, as opposed to the marks or shillings that were generally used after the Conquest. This is one of very few Burton landholdings for which the *ora* was the unit of account, also suggesting that Orm’s tenancy of Okeover had older origins. In subsequent deeds, the payment was recorded at the equivalent value in marks or shillings and the amount to be paid was unchanged until the dissolution of Burton Abbey more than four hundred years later. There is no mention of the previous holder in the earliest surviving grant of Okeover to Orm. The normal practice in the Burton records was to identify the name of the previous holder when land changed hands. When there is no mention of the previous holder it is probable that the document involves either some sort of confirmation of an existing holding or a similar transaction. The Burton cartulary also provides evidence of the status the abbey accorded to the Okeover family where the deeds that related to their holdings in both Okeover and Stretton, a second holding to be investigated below, appear first amongst those glossed in the cartulary as being amongst

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<sup>73</sup> DB 24, 4.8.

<sup>74</sup> BL Loan 30 fol. 17.

free tenants and tenants by military service. The difference between the Domesday *valet* for Okeover and the farm payable by Orm might suggest that there had been a change in tenure, but this is contradicted by evidence in a roll that contains extracts from survey B in 1114 which also includes a probably contemporaneous record of *valets* that show Okeover as being worth twenty shillings at a time the farm was twenty *oras* or two marks. None of this evidence on its own is as conclusive as would be a document that directly linked the names of Orm and Eadwulf to show definitively that Orm was of English or, possibly, Scandinavian origin. On the other hand there is nothing in the record that suggests Orm was a Norman receiving a new grant of land from an abbey perhaps in need of his protection. Added together this evidence is significantly weighted towards Orm and his land at Okeover having had Anglo-Saxon origins.

### 3.5 Ralph of Okeover.

Orm was succeeded by his son Ralph of Okeover in approximately 1138. Ralph's time illustrates both the challenges faced by surviving Anglo-Saxon families for a hundred or more years after the Conquest and the problems that the surviving sources present for those constructing histories of medieval landholding families. Details concerning the life of Ralph of Okeover are almost as sketchy as were those for his father Orm. What we do know from documents that survive is that Abbot Robert (1150×1159) granted the service of Ralph of Okeover to Jordan the son of Fulcher. At the same time Jordan agreed never to disinherit Ralph or his heirs. The date of this grant was probably closer to 1150 as the document is a confirmation of the grant made by Abbot Robert's predecessor Abbot Geoffrey. The dates fall within the troubled reign of King Stephen. The original document survives in the Burton archive and is not copied in the Okeover Cartulary. In turn, Jordan swore homage and fidelity to the abbot the church and the monks and promised to serve the abbot and the monks as his lords with his brothers and friends and to pay the abbey two marks each year. It should be noted that the amount of this payment was the same as the payment Orm of Okeover had previously made to the abbey.<sup>75</sup> The effect of the transaction was to interpose an additional party into a chain of relationship between the abbey and Ralph of Okeover.

This document is important not only for the light that it may throw on the relationship between the Okeover family and the abbey but also on the history of the family itself. On its own, Abbot Robert's confirmation to Jordan might well give the impression that the Okeover family's tenure of Okeover may have been insecure but before reaching this conclusion it is important to study the wider context and this suggests that the position is perhaps more complex than it might appear to be at first sight. The relevant issues are the terms of the tenure that Ralph himself

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<sup>75</sup> See SRO D603/A/Add/19. The originals of this grant together with its successor, SRO D603/A/Add/20 are in the Anglesey collection in the Staffordshire Record Office and calendared in 'Anglesey', nos 19 and 20. Neither document is copied in the Okeover Cartulary; the second document is copied in the Burton cartulary, BL Loan 30, fol. 17.

had over Okeover and the possibility that there might have been a direct relationship between the Okeovers and the family of Jordan based either on tenure or marriage, or, perhaps, both. In order to understand this transaction we therefore need to look further into the background of its creation. Jordan's father, Fulcher, and uncle Henry, Fulcher's brother, held between them nine knight's fees from Robert II de Ferrers, which made their family one of the most significant of those owing service to the Ferrers, the predominant magnate family in the locality.<sup>76</sup> Fulcher and Henry were sons of Saswalo, probably a Norman associate of Henry de Ferrers.<sup>77</sup> Jordan was the heir of Henry.

A result of the assignment of Ralph's services to Jordan and the consequent interpolation of Jordan between the abbey and Ralph, the abbot acquired the direct support of a powerful local Norman family. Otherwise, the exact intentions of the parties to this grant are difficult to make out. Nor do the documents indicate who initiated the transaction, or for what reason. There are various possibilities: (1) abbots Geoffrey and Robert may have been exercising what they saw as their legal rights in a troubled time in order to obtain more powerful local support from the son of an influential Norman who held land from Robert de Ferrers; (2) the families of Ralph and Jordan may have had reasons for wishing to establish a closer relationship either for mutual reasons or for the benefit and protection of either Jordan or Ralph. This might have involved an alliance or marriage between the Okeover family and that of Jordan and his forebears and or another tenurial relationship; or (3) Jordan's family as powerful Normans might have been attempting to gain control over the Okeovers' lands.

The requirement that Jordan should not disinherit Ralph is consistent with the attribution that Ralph had indeed inherited Okeover and so also provides corroboration directly that by now the Okeover family occupied their land there on an hereditary basis and also indirectly for Maitland's interpretation of Abbot Nigel's gift to Orm as being confirmation of a will. Following Jordan's death before 1160, Abbot Robert then provided a grant of Okeover to Ralph, though he did take the precaution of stipulating that he could hand Okeover to the heirs of Jordan if required.<sup>78</sup> This might imply either a continuing assertion of the abbey's claims over Okeover, or alternatively, a cautious attitude to the possibility of further claims to Okeover by Jordan's heirs, whom he might not have wished to offend. Amongst the witnesses to this second grant was Ralph de Montgomery, another Norman owing services to the Ferrers, and to whose daughter Ralph of Okeover was either married at the time or was married later.

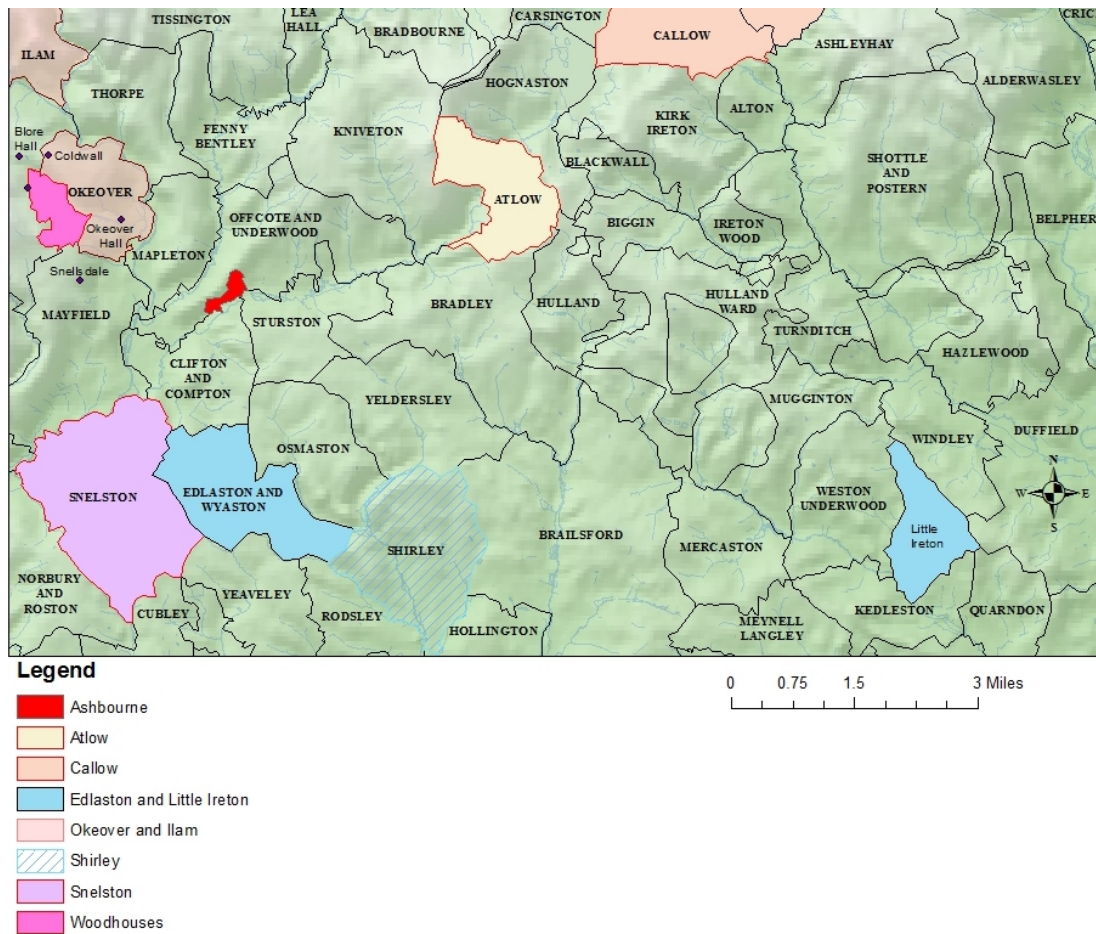
The possibility that there were other tenurial or family ties between the Okeovers and Jordan's family needs to be considered. Both Jordan and his descendants held Little Ireton.

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<sup>76</sup> See 'Golob', pp. 88-89.

<sup>77</sup> E. P. Shirley, *Stemmata Shirleiana* (Westminster, 1873), p. 5, a history of some of the descendants of Saswalo suggests that Saswalo may have been Anglo-Saxon but Golob discounts this possibility.

<sup>78</sup> SRO D603/A/Add/20.



**Diagram 3. 4 Edlaston and Little Ireton.**

In Domesday, Little Ireton, listed amongst the lands held by Henry de Ferrers, had been held by a man called Orm.<sup>79</sup> A man named Orm is recorded in the Tutbury cartulary as having given the tithes of Ireton to the priory and Saltman identifies this man as Orm of Okeover.<sup>80</sup> Though this attribution appears to rest on the assumption that the same name appearing more than once as a tenant of the Ferrers is the same person, it is not impossible and Orm of Okeover was himself associated with Tutbury Priory through his land in Mayfield. There is no record in the Okeover Cartulary indicating that the Okeover family held land either in Little Ireton or in Wyaston. Stathum disagrees with Saltman and suggests that it was a different Orm, whom he calls Orm of Wyaston, who also held Ireton from Henry de Ferrers at the time of Domesday.<sup>81</sup> The fact that an

<sup>79</sup> DB 27, 6.92 identifies this as Little Ireton giving a map reference for Ireton farm on the edge of Kedleston Park.

<sup>80</sup> 'Tutbury', no. 52, p. 65 n. 34. K. S. B. Keats-Rohan, *Domesday People: A Prosopography of Persons Occurring in English Documents, 1066-1166* (Woodbridge, Suffolk, 1999), follows Saltman and also links this attribution of Orm of Okeover's identity to the Orm who also held Wyaston and Edlaston at the time of Domesday. DB 27, 6.59.

<sup>81</sup> S.P.H. Stathum, 'Notes on the Domesday Tenants and Under-Tenants in Derbyshire', *Journal of the Derbyshire Archaeological and Natural History Society*, New Series Vol. I part 1 (1925), p. 189. H. M. Thomas, 'The Significance and Fate of the Native English Landholders of 1086', *The English Historical*

Orm was a named subtenant who held as in *tenet*, rather than held ‘from’ Henry de Ferrers does suggest that he was a man of some importance and probably held both manors. This in itself does not mean that he was Orm of Okeover but it would be a coincidence to have two influential Orms in the locality. So geographical proximity adds some weight to the possibility that the Orm who held Edlaston and Wyaston at the time of Domesday might have been Orm of Okeover. Diagram 3.4 shows that Wyaston lies between Snelston, where the Okeovers are later found to have held land, and Shirley, held by the successors to Saswalo. Shirley was not recorded as being held by Saswalo in the Domesday Survey. Jordan fitz Fulcher subsequently held Little Ireton. Golob suggests that Saswalo’s descendants increased the family’s holdings by advantageous marriages but without any specific evidence of the actual liaisons.<sup>82</sup> After Jordan’s death the *conventio* between his brothers Sewall and Henry, the sons of Fulcher, mentions Okeover which is identified as being part of the dower of Jordan’s wife. Under this agreement Sewall gave Ireton to his elder brother Henry.<sup>83</sup> Little Ireton became the seat of Henry’s successors who later adopted Ireton as their surname.<sup>84</sup> The appearance of Ireton, first in the Domesday Book as being held by a man called Orm, and later as being held by Jordan and then being part of his wife’s dower, added to the fact of the grant of Ralph’s services to Jordan, comes tantalisingly close to establishing a reason for the links between the families. It also supports the attribution that it was indeed Orm of Okeover who held Little Ireton at the time of Domesday but there is no document that establishes a more definitive basis for this connection. At the time of Domesday Orm would have been at most a young man. Given that he died just over fifty years later that would have made him around eighty years old at his death, a considerable age in those days, but not impossible. It is not easy to imagine a scenario connecting the families that completely fits the facts. One possibility is that Orm was married first to a sister of Fulcher and Henry. She died leaving a child, Jordan, who was then adopted by his uncle Henry, who was otherwise childless, as his heir. This is entirely speculative and at odds with one document that describes Jordan as the son of Fulcher and another that describes him as the brother of Henry and Sewall, Fulcher’s sons. On the other hand it is an explanation that consistent with the subsequent relationship that existed between the families and would have made Jordan and Ralph of Okeover half-brothers.

The services that Jordan was to render are also a relevant consideration. From numerous charters we know that a payment of two marks each year was owed in respect of Okeover, and this is also the service that Jordan apparently owed the abbey. Jordan also gave his homage to the abbey promising to serve them as his lords and to serve with his brothers and friends. According

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*Review*, 118, no. 476 (2003), p. 313, suggests that this Orm must have received these lands by way of a grant, presumably from Henry de Ferrers, rather than by inheritance, but does not provide specific evidence that supports this attribution.

<sup>82</sup> ‘Golob’, p. 89.

<sup>83</sup> *The Cartulary of Darley Abbey*, ed. R. R. Darlington (Kendal, 1945), vol. 2 no. K72.

<sup>84</sup> Shirley, *Stemmata Shirleiana*, p. 325.

to the charter granted by the abbey to Ralph after Jordan's death Ralph owed the abbey services involving attendance at court and the provision of horses for the abbot's attendance at the king's council and court.<sup>85</sup> The grant by the abbot to Jordan is silent on these.

The services that the Okeover family owed to the abbey might indicate how the relationship changed over time. Apart from the twenty *oras* paid annually to the abbey, Abbot Nigel's gift did not spell out any other services that Orm, who had sworn to be the abbey's man, owed. In early Burton documents there are a number of cases of men swearing themselves or their bodies to the abbey. The documents became more explicit about the services due as time went on. Ralph, Orm's son, was required to provide horses when the abbot went to the court or the council of the king in London as well as attending the abbot's 'pleas'.<sup>86</sup> However, this document also records that Ralph was required to provide same services as had been required of his father Orm thus implying that there had been no change.

The assignment of the service of Ralph to Jordan probably took place during the reign of Stephen. It is difficult to establish the local effects of this civil war with any precision. Other than the Ferrers, the earls of Chester and Leicester were the most important figures with competing interests in the North Midlands.<sup>87</sup> Robert II de Ferrers remained broadly if not enthusiastically supportive of the king. The major problem for Robert was Ranulf Earl of Chester's designs on the lands of William Peverell II. Robert was married to William's daughter and had expectations of inheriting William's lands on his death. Golob describes the considerable care that the Ferrers took in securing alliances with other relatively powerful families in the locality. However, Ranulf seems to have been more adept in his political manoeuvrings following the arrival of Henry in England in 1153. Robert II de Ferrers's castle at Tutbury was besieged by the royal army and the earls of Chester and Leicester. Given the local ambitions of Ranulf of Chester it would have been important for the abbot of Burton to be confident of having reliable support in the locality, hence the advantage of having the additional support of Jordan and his brothers and men with their proximity to the Ferrers. Equally, the Okeovers themselves might well have seen the benefits of being tied more closely to the Ferrers at this time. In particular, Ranulf of Chester was in dispute with Norman de Verdun who had lands at Alton which was close to Okeover.<sup>88</sup>

If the abbey had initiated the transaction with Jordan to secure for itself the support of him and his powerful family, it would be reasonable to expect Jordan to have been involved in a range of Burton activities. Instead, what we see is Jordan and the members of his family witnessing documents involving the Okeovers' land, both Okeover itself and Stretton but no other documents.<sup>89</sup> It is also interesting to note the number of Jordan's family who were

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<sup>85</sup> SRO D603/A/Add/20.

<sup>86</sup> See SRO D603/A/Add/20.

<sup>87</sup> 'Golob', pp. 113-142 for this and what follows.

<sup>88</sup> 'Golob', pp. 121-125.

witnesses of the Tutbury priory deed in relation to the Okeover family holding at Mayfield.<sup>90</sup> If this deed dating from the 1120s was authentic then this was a considerable show of support that included Jordan himself as well as his father and three uncles. This also suggests that the original relationship between the families was already well-established during the life of Orm. Even if the Tutbury document is not authentic, it would nevertheless seem to demonstrate the belief of the Okeovers that they would have been able to rely on the support of Jordan's family. What is therefore apparent is the closeness between Jordan and members of his family and the Okeovers. Is it possible to tell whether this was on a friendly basis involving marriage or similar contractual arrangement, for example as Jordan's seneschal, or a rather more hostile move by a more powerful Norman family on a family of English origin? We shall never know for certain. The documents that survive are silent on this and we can only look to the context for possible explanations. Following Jordan's death there appears to have been no attempt by his successors to re-establish a hold over the Okeover services. The documents of Jordan's family maintain a record of the interest in the services of Okeover for some years after Jordan's death, '...et servicium de Acovere salvo iure heredum Radulfi filii Orm...' but eventually any reference disappears.<sup>91</sup> This in itself suggests that Jordan as an individual was central to this relationship and the involvement of his father and uncle previously suggests that this was more than an opportunist grab for the lands of a less powerful local family in troubled times.

Furthermore, in subsequent generations there appear to have been friendly relationships between the families. The evidence of later witness lists attached to a number of Okeover family documents reveal a continuing relationship between the Okeovers and the putative descendants of Jordan in particular, and to a lesser extent Stephen of Ireton, a descendant of one of Jordan's brothers, participating as a witness to no fewer than thirteen Okeover deeds suggesting that this was a relationship based on kinship or friendship. Okeovers also witnessed for the descendants of Jordan's brothers.<sup>92</sup> The nature of the original arrangement as an assignment of service also indicates some of the hallmarks of agreements with regard to service in the fourteenth century. Writers such as Crouch have observed that such agreements were not unknown to the twelfth century.<sup>93</sup> As will be explained in later chapters, the Okeovers also held land from and owed services to a number of other individuals and institutions. An assignment of services such as this may well have resolved problems of divided loyalty. The multiplicity of tenurial lords also made the Okeovers more secure against the over enthusiastic attentions of any one of them.

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<sup>89</sup> The one exception was the earlier agreement between Abbot Geoffrey and Robert de Ferrers see above p. 73.

<sup>90</sup> OC57.

<sup>91</sup> Shirley, *Stemmata Shirleiana*, see appendix p. 350 no. XIX and p. 357 no. XXXIII.

<sup>92</sup> Shirley, *Stemmata Shirleiana*, see appendix p. 355 no. XXIX.

<sup>93</sup> David Crouch and D. A. Carpenter, 'Bastard Feudalism Revised', *Past and Present*, no. 131 (1991), pp. 168-169.

The Okeover Cartulary itself contains no document that touches on the claim that Jordan or his family held with regard to the service of Ralph of Okeover. The first document chronologically that relates to Okeover is the copy of what purports to be a grant by Abbot Robert to Ralph of Okeover apparently dated before 1160.<sup>94</sup> This can be shown to be a later confection, though it probably set out the terms of the tenure reasonably faithfully. The list of witnesses to this document is identical to that for the document that Abbot Robert provided to Ralph after Jordan's death. As the terms of the two documents are contradictory, and it is highly unlikely that they would have been created at the same time, the identical witness lists would seem to be more than coincidence.<sup>95</sup> Interestingly the originals of both these documents survive so it is possible to test this suspicion. Comparison of the palaeography and hands of both documents with other documents in the Burton archive leave no doubt that the document in the Burton archive is authentic. The hand is entirely consistent with its dating. The document in the Okeover archives is in an entirely different hand and was evidently produced significantly later, probably before the end of the twelfth century. The cartulary contains a copy of a confirmation provided by Abbot Roger to Hugh I of Okeover and his heirs made in fee and inheritance and dated to between 1177 and 1182.<sup>96</sup> Unlike OC10, the original of this deed does not survive, nor is there a copy of it in the Burton cartulary. The list of witnesses, almost all of whom were other tenants of the abbey, would be consistent with the document having been concluded on the occasion of a meeting of the abbey's court. Unlike some of the earlier Okeover documents there seems to have been no attempt to reinforce the witness list with more powerful friends of the Okeovers, a fact that tends to reinforce the conclusion that this was the copy of an authentic original. The document leaves no doubt about the heritability of the land of Okeover at this time, though as previous discussion suggests it cannot be taken that the heritability of this land was newly established by this grant. Once this authentication had been received there would have been no need to concoct OC10, which must therefore have been created by Hugh I of Okeover late in the twelfth century. Whoever created OC10 must have had access to the grant by Robert to Ralph, which was a cyrograph, in order to obtain the names of the witnesses. The reason for creating OC10 would have been mainly to eliminate the names of Jordan and his family from the record of the tenure of Okeover.

### 3.6 Relationship with other occupiers.

Another important perspective on the relationship between successive generations of the Okeover family and the abbey at Burton is provided by the way in which the Okeovers relate to other occupiers of land within the extent of Okeover and Ilam. The contents of surviving records of transactions between the Okeovers and other landholders provide information about

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<sup>94</sup> OC10 and its original DRO D231M/T1.

<sup>95</sup> The latter is SRO D603/A/Add/20, see above.

<sup>96</sup> OC11. The dates are determined by Roger's abbacy.

this. Apart from the Burton surveys, the earliest written records are of transactions from late in the twelfth century but these survive mainly as later copies. About that time Hugh I of Okeover made a grant of fourteen bovates of land in Ilam to Turgis of Ilam for an annual payment of fourteen shillings, a rate of one shilling per bovat. This was an hereditary grant made ‘Turgilio et heredibus suis quas antecessores su[i] de antecessoribus meis tenuerunt.’<sup>97</sup> Turgis had paid Hugh two and a half marks for the grant made to him and his heirs. The reference to the antecessors, in the plural, of both parties to the document is an indication that Turgis’s family had held at least some of this land previously over involving at least two previous generations from at least two generations of Okeovers. This would take the relationship back at least as far as Orm, if not further. The Burton survey B, dated 1114, shows that there were sixteen bovates of land at Ilam with seven identifiable holders, not including the abbey’s carucate attached to the church. The amount payable per bovat varied between eight pence and one shilling per bovat, the latter rate being the same as the amount to be paid per bovat by Turgis. Turgis or his antecessors had presumably acquired additional holdings since the time of the surveys.<sup>98</sup> The fact that the annual payments for some of the bovates remained unchanged between survey B and this confirmation is at least *prima facie* evidence that the terms of the tenure of this land were largely unchanged over this period of time. If the payment of two and a half marks was for an extension of the claims that Turgis held over the land there is no indication of this. The payment, which amounted to the equivalent of more than two year’s annual payments, may have been made to obtain a first written confirmation of the holding. The possibility that this confirmation was made when Turgis succeeded to the land cannot be entirely dismissed, though Turgis’s probable age at the time and the reference to Turgis’s antecessors rather than to his father makes this a less likely explanation.

The grant contains further information implicitly confirming that the Okeovers held the manor at Okeover. The grant to Turgis specifies that he could also be required to attend the court of Okeover. A very similar grant by Hugh I to Robert son of Robert of Castern also includes a requirement for attendance at the court of Okeover.<sup>99</sup> The witness list in this second grant concludes with ‘et totâ curiâ meâ de Hachoure,’ suggesting at least that this document had been witnessed on the occasion of a court, if not as part of the formal proceedings. A later confirmation, dated to the middle of the thirteenth century, by Hugh II of Okeover to Henry son of Henry of Ilam, the grandson of Turgis, spelt out more fully Henry’s obligations for attending the court at Okeover in the following terms:

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<sup>97</sup> BL Loan 30, fol. 118<sup>r</sup>. The copy in the Burton cartulary shows *suos*. This is an abbreviated copy in the Burton cartulary with a rubric indicating that it was one of a number of documents attributed to William Wither, who held land in Ilam in the last quarter of the thirteenth century. These documents were copied into the Burton cartulary many years after their creation.

<sup>98</sup> See above p. 71 ff.

<sup>99</sup> BL Loan 30, fol. 118<sup>r</sup>. The document relating to Castern BL Loan 30, fol. 118<sup>r</sup>.

...nunquam sequendo curiam meam vel heredum meorum apud Akovere nisi bis per annum per rationabiles summonitiones usque ad proximam curiam post festum Sancti Michalis et ad proximam curiam post Pascham et quando breve Domini Regis venerit in curiâ meâ ac predictus H. vel heredes sui faciant sequela ad curiam meam secundum legem terræ quousque illud breve in curiâ meâ deducatur.

The precise terms might have changed over the intervening years but indicate that the obligation related to special occasions rather than the more routine regular days on which the court met.

The late-twelfth-century documents are the first that refer directly to the existence of a court at Okeover. This does not necessarily mean, however, that the court was newly established at this date. No other document reveals when the Okeovers had first acquired or assumed a claim to hold a court at Okeover. However, a number of factors indicate that this claim was not new at the time of the grant to Turgis. Turgis's holding was confirmed on the same basis as his ancestors had held, and by implication this basis included the obligations to attend court. The annual payments that were due on the bovates at Ilam did not change significantly over the course of the twelfth century, nor did the payment for the farm of Okeover change over that time, which is some indication that there had been no major extension to the claims which the Okeover family could exercise over their land. The absence from the records of any inquiry into the right of Okeover to hold a court suggests that such rights were acquired beyond the limits of memory whether by formal grant or gradual accretion.

This evidence is circumstantial rather than direct but taken together it further undermines the proposition that the abbey had previously held the land at Okeover and it was then acquired by Orm. This view is also weakened by the presence in Okeover and Ilam of other tenants on the land. The fee farm that Orm held presumably included the amounts he collected from other tenants for the amounts they owed for their lands. At least one of those tenants, Turgis of Ilam and his antecessors, held his land on an hereditary basis and had done so at least from the days of Orm. We do not know how Turgis's ancestors had come by their own hereditary grants but Turgis's family had subsequently been acquiring additional land, all of which was also apparently hereditary, suggesting that it had been acquired from yet others who had previously held on the same basis. It is by no means inconceivable that the holder of a farm of a manor would hold on a more restricted basis than other tenants. For example, in survey B, Leigh was held by Orm, we do not know whether this was Orm of Okeover, for a term of sixteen years. Within Leigh were a number of *censarii* holding bovates for a cash payment of one shilling per bovate with no recorded limitation on the term of their holding. It would be most unlikely that the farmer himself would be in a position to make grants of land held *in dominio* within the farm that were more extensive than the terms of the grant relating to the farm itself. In the case of a farm for a term of years the reasonable presumption would have to be that such other tenants had acquired their claims before the commencement of the farm and that the farmer was acting in effect as some sort of agent on behalf of the abbey. In the case of Okeover, the most

plausible explanations for the existence of extensive free tenants are either that the Okeovers' farm, and probably the manor itself, was held on an hereditary basis or the establishment of the free tenancies pre-dated the Okeovers' acquisition of the farm.

At least until the mid-thirteenth-century marriage between Henry son of Henry of Ilam and Amicia, the daughter of Hugh II of Okeover, a transaction in which Hugh had a direct interest, it is likely that the earlier Okeovers did not see the grants that they made to other free tenants in Okeover or Ilam as involving even a residual claim of occupation over the land involved. No documents survive in the Okeover archive or cartulary that pertain to such land. Given that the family was careful to retain written records concerning their claims over land, if they had understood that they had any claim of occupation over the lands granted to Turgis's ancestors it would seem likely that some records would have survived. Given Roger's concern to identify the claims he had over land it is difficult to see that he would have left them out of the cartulary. We will also find that the practices followed with regard to the tenants of Okeover and Ilam was in direct contrast to the land at the Woodhouses and Snellsdale that was part of the Mayfield carucate where a number of deeds survive, of which some at least are in the cartulary.<sup>100</sup> It is also significant that the Okeovers issued charters for this land, which was part of Mayfield, on their own authority rather than seeking approval of the court at Mayfield, a practice that is perhaps explained by their having at least a residual interest in the occupation of this land. It may also be relevant that both Okeover and the Mayfield carucate were held in socage as opposed to military tenure.

It is now possible to arrive at some interim conclusions about the relationship between the Okeovers and Burton Abbey concerning what came to be called the manor of Okeover. There are three key aspects: the likely presence at the time of the Burton surveys of other holders with hereditary rights over their lands, the presence of the abbey itself as one of the other holders of land associated with the church within the overall extent of Okeover and Ilam, and finally the existence of a court. Taken together these suggest that at the time of the surveys at the start of the twelfth century there was already a well-developed manorial structure centred on Okeover.<sup>101</sup> No evidence survives to suggest that the abbey was ever directly involved in the administration of Okeover itself at a local level, though a later document indicates that it did have an agent in Ilam in relation to the church holding of land there.<sup>102</sup> The Burton cartulary contains no records of grants made by the abbey to holders of land within the farm of Okeover and Ilam other than to the Okeover family. This on its own cannot be taken as conclusive because the records that have survived are most likely to be incomplete. But if it had been the case that the abbey had

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<sup>100</sup> See chapter 4.

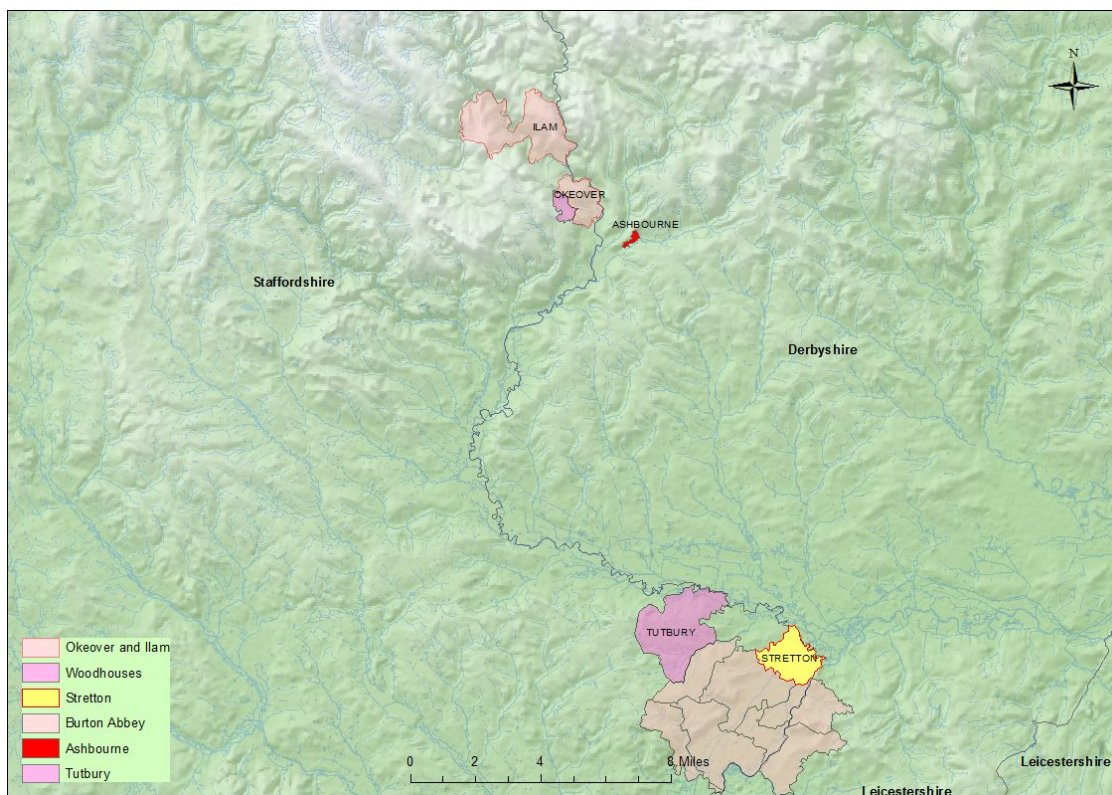
<sup>101</sup> This would be consistent with the views on this possibility set out by Aston, 'The Origins of the Manor in England'. Rosamond Faith, *The English Peasantry and the Growth of Lordship* (London, 1997) summarises the arguments, p. 57 ff.

<sup>102</sup> OC12.

held what it regarded as a claim to all the land within the extent of Okeover it is at the very least a matter of surprise that no documents have survived that record grants to holders other than the Okeovers.

### 3.7 The Okeover family holding of Burton Abbey land at Stretton.

The Okeovers also held land from Burton Abbey at Stretton, one of the villages in the area surrounding Burton, no more than two miles away from the abbey. This provides the basis of a useful comparison with Okeover itself. As with Okeover we need to understand the relationship between the abbey, the Okeovers and the land they occupied at Stretton.



**Diagram 3.5 Burton, Tutbury and Stretton.**

Stretton differed from Okeover in that the abbey not only held land there *in dominio* but also held the manor itself and managed other landholders there directly. Domesday showed land for two ploughs, of which one was held *in dominio*, and with nine villagers and a smallholder who together had a further five ploughs. The Burton surveys of c.1114 and c.1126 listed the names of the occupiers and the amount of land each held.<sup>103</sup> There were eighteen *villani* who each held two bovates and a further ten *censarii* who held varying amounts of land that was divided between *inlanda* and *warlanda* for varying cash rents and *consuetudines* ‘of a more

<sup>103</sup> ‘Burton Surveys’, pp. 217-218, survey B.

noble and responsible nature'.<sup>104</sup> The survey makes a distinction between inland and warland, as was also the case in Okeover, indicating a pattern of occupation that had been established in Anglo-Saxon times. It seems likely that the nine villagers and a smallholder in Domesday would have been the equivalent of the ten *censarii* recorded in the survey.

The Okeover holding in Stretton was amongst those of the *censarii*. Survey B, c.1114, listed Steinchette, described as the man of Orm of Okeover, as holding four bovates of warland and two of inland for an annual payment of six shillings. Some ten years later, in survey A, Andrew, whom we know to have been Orm's son-in-law, held the same land that Orm *habuit*, 'has had', that is four bovates of warland and two of inland, together with an additional two bovates of warland, for a total of eight shillings.<sup>105</sup> Shortly after 1130, a document recorded the confirmation by Abbot Geoffrey to Orm and his heir, singular, in fee and inheritance, of six bovates of land at Stretton.<sup>106</sup> The document also included a direct reference to the earlier occasion when Abbot Nigel 'concesserat ... ei in feudum et hereditatem', dated 1094×1114.<sup>107</sup>

Walmsley discusses the social status of the *censarii* of the abbey whom he describes as having 'sokeman and hence "free" characteristics'. He argues that they would have been present at the time of Domesday but that the record did not include sufficient detail to identify them individually.<sup>108</sup> The indications of the Anglo-Saxon origins of the abbey's land in Stretton suggest that some of these holdings in Stretton may well have had their origins there before the Conquest. Furthermore, some of those who were described as *censarii* in survey B were described as holding *ad malem* in survey A. The origins of this term are obscure but it is linked to tenures that involved payment of rents rather than day works and may well have predated the Conquest.<sup>109</sup> Whether or not the ancestors of the Okeovers themselves were amongst them is unknown but this cannot be ruled out. What Stretton does show more clearly than Okeover is that the pattern of occupation described in terms that indicate an Anglo-Saxon origin can be traced further back through the description of Stretton in the Domesday Book. It is relevant that the Okeovers were the only *censarii* of the abbey who also held what was or became a manor for which they owed services to the abbey, another mark of their status within the abbey community.

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<sup>104</sup> J. F. R. Walmsley, 'The "Censarii" of Burton Abbey and the Domesday Population', *North Staffordshire Journal of Field Studies*, 8 (1968), p. 77.

<sup>105</sup> Andrew is named as Orm's son-in law in the list of witnesses to the agreement settling the dispute between Abbot Geoffrey and Robert de Ferrers. Later, Andrew was a tenant of the abbey first at Field and then at Leigh at which point he gave back the holding at Field: *Geoffrey*, no.s 12 and 13, pp. lvi-lvii. The use of the word *habuit* rather than *tenuit* may or may not be significant. It points towards the early origins of this landholding. Its use getting on for thirty years after Domesday suggests that local usages persisted for some time.

<sup>106</sup> OC14. There is no doubt about authenticity as the original of the document survives, British Library, Stowe Charters no. 102, and there is a copy in BL Loan 30, fol. 37.

<sup>107</sup> The years between which Nigel was abbot.

<sup>108</sup> Walmsley, 'The "Censarii" of Burton Abbey and the Domesday Population', p. 77.

<sup>109</sup> H. E. Hallam, *The Agrarian History of England and Wales*, vol. II (Cambridge, 1967), pp. 16-18.

What Stretton also provides is a reported example of the words used by Abbot Nigel when making a grant of land within a manor, in this case to Orm. If this was, as seems likely, land that was held by one of the *censarii* at the time of Domesday then it follows that either the land had been held previously by an ancestor of Orm or it had been held previously by someone else on a similar basis. The differences in the words recorded between this grant and the *conventio* relating to Okeover does suggest that the intentions of the parties to the latter were quite different.

As with the *conventio* between Abbot Nigel and Orm concerning Okeover, the grant of land at Stretton by Abbot Geoffrey to Orm has been used as evidence by writers interested in Anglo-Norman land laws. Abbot Geoffrey made the grant of land at Stretton to Orm *et heredi eius*. Round took the use of the words ‘and his heir’ in the singular as being a limitation on the term of years intended by the grant meaning that this grant must have been limited to a lease for two lives. However, the grant was also expressed as being made in ‘fee and inheritance’ and also included a reference to an earlier grant made by Abbot Nigel to Orm, alone, in fee and inheritance, indicating heritable land that could be passed to the holders heirs.<sup>110</sup> Most would now agree that this was in fact an hereditary grant.<sup>111</sup> This early example of a document that uses the word *feodum* is in itself of significant interest. This is a grant of bovates within a vill. The abbey of Burton did not have a quota for military service under the *servicium debitum*. So the presence of the word *feodum* either contradicts the proposition that the word fee was applied specifically for grants by military service or is a very early example of the spread of the use of the word to a wider context.

The uses to which the Okeovers were able to put the land at Stretton are consistent with this being land over which they were able to exercise some control, a reasonable expectation if the land was indeed hereditary. At various times the land at Stretton was assigned to Steinchette

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<sup>110</sup> The use of the word *feodum* in the context of this land is also significant. See P. R. Hyams, ‘Notes on the Transformation of the Fief into the Common Law Tenure in Fee’, in Susanne Jenks, Jonathan Rose, Christopher Whittick (eds.), *Laws, Lawyers and Texts: Studies in Medieval Legal History in Honour of Paul Brand* (Boston, 2012), p. 25 who notes that the use of this word that appears only after the Norman Conquest is in any case rare.

<sup>111</sup> This juxtaposition of words indicating a grant to a man and his heir singular as a grant in fee and inheritance is not unique and cannot be taken as a mistake. Similar wording appears in a grant by Henry I to Roger the nephew of Hubert 1114 × 1123 that is made ‘sibi et heredi in feodo et hereditate’ *Regesta Regum Anglo-Normannorum, 1066-1154*, ed. H. W. C. Davis, R. J. Whitwell, Charles Johnson, H. A. Cronne (Oxford, 1913), vol. 2 Appendix p. 340 no. 1256. *Regesta Regum Anglo-Normannorum : the Acta of William I (1066-1087)*, ed. David Bates (Oxford, 1998), no. 213, *Regesta Regum Anglo-Normannorum, 1066-1154*, Davis, Whitwell, Johnson and Cronne, vol. 2 no. 1389, *Ibid.*, vol. 3 no. 415. Both J. C. Holt, ‘Politics and Property in Early Medieval England: A Rejoinder’, *Past and Present*, no. 65 (1974), p. 131 and John Hudson, *Land, Law, and Lordship in Anglo-Norman England* (Oxford, 1997), p. 97 n. 154 have suggested that the use of the heir singular cannot necessarily be taken as implying a lease of land for two lives only. They rely in particular on absence of any mention of arrangements for reversion at the end of a putative term of two lives making it unlikely that the words should be taken as implying a lease. The Burton deeds do contain examples of transactions where the grants which were limited by time or which did specifically exclude heritability: *Geoffrey*, no. 7 pp. xlix-mlx and no. 5 pp. xlvi-xlviii.

the man of Orm,<sup>112</sup> Andrew, Orm's son-in-law,<sup>113</sup> and Alice the daughter of Ralph of Okeover.<sup>114</sup> Thus, on two occasions at least, the holding at Stretton appears to have been granted to a daughter or her husband, probably on the occasion of a marriage. These transactions might suggest that the Okeovers had considerable freedom to deal with this land as they chose, albeit that they would probably have had to pay the abbot for the privilege and this would have been consistent with the land being held on an hereditary basis. Alternatively, as they were the only tenants of the abbey who, so far as the records show, made use of land in this way, the family had considerable influence with the abbot or considerable resources to persuade him to provide the confirmations they desired. The case of Gamel whose land was granted to William of St Albans, Gamel being released of his obligations to the abbot, might be read as indicating that the *censarii* were not in fact free, or alternatively that the obligations they undertook to serve the abbey were themselves taken as serious commitments.<sup>115</sup>

A comparison between the collection of Burton grants for Okeover with those for the land the Okeovers held at Stretton reveals no clear pattern that applied to both sets of records. Orm received grants in relation to both holdings from Abbot Nigel though a documentary record survives for only one. There are then no further surviving grants for Okeover until after 1150 when Abbot Robert's documents record the grant of Ralph's services to Jordan and the grant of Okeover to Ralph and his heir. However, there are more regular grants in relation to Stretton for specific transactions involving family members or other associates of the Okeovers.

This comparison between Okeover and Stretton does, as much as it is possible to read into the transactions, reveal a significant difference in the intentions of the Okeover family with regard to the two holdings. With Okeover, the main family seat, the thrust seems to have been to try to obtain a clean title to the land following the interpolation of Jordan into the record of the holding. I looked at this in more detail above and will argue further below, from a consideration of the pattern of witnessing of the Okeover and other Burton land transactions, that Jordan came into the record by reason of some relationship between him and his family and the Okeovers as opposed to having been inserted by Burton. With Stretton the land seems to have been used by the family in successive grants to daughters, probably on their marriage. More generally, hereditary tenure was practised by the abbey before the death of Abbot Nigel in 1114 at the latest, with a strong probability that it was well-established at the time of Domesday. Okeover and Stretton seem to have been understood by both the Okeovers and the abbey from the start of the record to have been the heritable land of the Okeovers. There seems to be no association of such

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<sup>112</sup> 'Burton Surveys', p. 218, survey B.

<sup>113</sup> 'Burton Surveys', p. 218, Survey A.

<sup>114</sup> OC016 records the return of Stretton to Hugh I from Alice. The composition of the witness list to this document is interesting in view of the participation of some higher level clerics. This indicates that Hugh was taking some care to establish the legitimacy of the transaction.

<sup>115</sup> *Regesta Regum Anglo-Normannorum, 1066-1154*, Davis, Whitwell, Johnson and Cronne, pp. xlvi-xlviii.

hereditary tenure with military service, at least insofar as it was understood in post-Conquest grants to tenants-in-chief made by William I and his successors. It also adds further credibility to the likelihood that the tenure of Okeover was an example of what was later categorised as a socage tenure that had pre-Norman origins. If this was the case, then we might well ask about the abbey's role in the transactions concerning Okeover. Was this more that of the authenticator of the transactions through its court than any ownership interest in the land itself, at least as it was perceived at this time? Even so the abbey may have had some continuing interest in a reversion in the case of failure of heirs. No doubt the abbey was rewarded for acting to record and authenticate the transactions determined by the family.

### 3.8 Comparison with other Burton holdings.

Further information about the standing of the Okeover family amongst the tenants of Burton Abbey can be gained by reviewing the documents for Okeover and Stretton in the context of deeds relating to other Burton lands. I have restricted the comparison mainly to locations for which a number of twelfth-century documents survive and there are ten of these including the Okeover family holdings.

Before proceeding to investigate these ten holdings it will be helpful to introduce information contained in sixteenth-century *valor ecclesiasticus* which recorded Burton's lands about the time of the dissolution of the monasteries. It divided the holdings into four main categories of landholding: *terra et tenementa* (16 instances), *capitalis redditus* (10 instances), *mannerium* (3 instances) and *terra dominicale* (3 instances). The payment due from Okeover was described as *capitalis redditus* and the payments received from Stretton, another location in which the Okeovers held land from the abbey, as *terrae et tenementa*. The instances of *terrae et tenementa* all appear to be located close to Burton and presumably under the direct control of the abbey and its court. In most of these locations there were free as well as customary and other tenants. The instances of the description *mannerium* all apply to Micklover, together with Littleover, and Findern and Potlock, which were described in Domesday as the attached outliers of Micklover. These were annotated as a single manor in Domesday and there may have also been a single manor court under the abbey's control. All of the instances described as *capitalis redditus*, with the exception of Ticknall, were distant from Burton. This group included Okeover. The description of the annual payment as head rent is consistent with the Okeovers having been holders of the manor. This on its own does not prove that this was the position throughout the time covered by this study and the arguments for and against this possibility are discussed further below.

These ten landholdings for which sufficient twelfth-century documents survive can be divided into two groups. The first group of five were largely farmed out to a single holder. All of these later appear in the records for Burton in the sixteenth-century *Valor ecclesiasticus*

described as *capital redd.*, ‘head rents’.<sup>116</sup> They consist of Okeover, Darlaston, Potlock, Leigh and Pillatonhall. The sixteenth-century classification appears to be consistent with the twelfth-century documents. The second group of five holdings involved villas with a number of landholders more directly managed by the abbey and described as *terra et tenementa* ‘land and tenements’. These were similar to Stretton and include a second landholder in Stretton together with Branston, Stapenhill and Winshill. All of these latter villas are located close to Burton.

With the holdings later classified as head rents, the longevity of the annual payment of service is noteworthy and adds weight to the attribution made above that the terms of the holding at Okeover were determined at an early date, perhaps before the Conquest. The two marks paid annually recorded for Okeover was unchanged between the grant by Nigel around 1100 and the *Valor ecclesiasticus* in the sixteenth century. The same was true for Leigh at five pounds. Darlaston owed sixty shillings at the time of Geoffrey and £2-11s. according to the *Valor ecclesiasticus*. Potlock owed forty shillings at the time of Geoffrey and did not feature in the *Valor ecclesiasticus* and Pillatonhall twenty shillings in Geoffrey’s time falling to sixteen shillings. In no case did the annual sum owed in respect of these holdings increase over a period of some four hundred years. With the four villas classified as land and tenements, the figure in the rents collected were total figures for all land holders and cannot be reconciled to the figures paid by individual holders as specified in earlier deeds. There were a mixture of holders within the villages including those holding in fee and inheritance, as was the case for most of those to whom written documents were issued, and the rest of the ‘men’.

Amongst the holdings classified as head rents, the closest comparator to Okeover was Darlaston. There, Orm of Darlaston and his son ‘Robert by name’, received the grant of Darlaston from Abbot Geoffrey for sixty shillings each year in a document dated between 1114 and 1126.<sup>117</sup> Orm owed services requiring him to entertain and assist the abbot and also accompany him or his men when necessary, presumably a form of military escort. Finally Orm and his heir were to be buried at Burton with great honour and bring with them ‘*tota pars eorum pecuniae quantacunque habuerint*’. These requirements are similar in a number of ways to the grant of Okeover to Orm by Abbot Nigel.<sup>118</sup> The next grant relating to Darlaston is one by Abbot Geoffrey to Robert, Orm’s son, and his heir dated between 1130 and 1133.<sup>119</sup> The grant was for a payment of thirty shillings each year and the same services as owed by his father though these are specified more carefully as requiring Robert to accompany the abbot or the monks when they go to Chester or Wich for any market. The grant included arrangements for the burial at Burton with honour of Robert or his wife should he have one, and required for Robert ‘*afferri*

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<sup>116</sup> *Monasticon*, vol. III p. 49.

<sup>117</sup> This was a different Orm. *Geoffrey*, no. 8 pp. 1-li.

<sup>118</sup> Maitland coupled the grant of Darlaston with that for Okeover as having some of the characteristics of a will or *post obit* gift. *P and M*, ii p. 322.

<sup>119</sup> *Geoffrey*, no. 14 pp. lvii-lviii.

cum illo dimidia pars tocius substancie eius in omnibus rebus quas habuerit in Derlauestona'. The next grant concerning Darlaston was made by Abbot Geoffrey to Ralph of Darlaston on the same terms as the preceding grant. Darlaston eventually passed by marriage to the Gresley family, one of the leading families in the locality below the Ferrers.

As discussed above, during Geoffrey's abbacy it was quite usual for the abbey to produce documents that recorded the succession to a landholding on the death of a tenant, though Okeover was an exception. Both groups of documents contain examples that address the recipient of the grant and his heir singular. For example from the group of lands classified as head rents, the grant to Orm of Darlaston and his son Robert by name and the subsequent grant to Robert and his heir in fee farm and that to Geoffrey of Potlock and his heir in fee farm.<sup>120</sup> The grant of Leigh to Andrew and his heir in fee farm used the same words.<sup>121</sup> The use of these particular words did not occur throughout. The grant of Ticknall was made to Robert de Ferrers and his heirs and the grant to Edwin of Pillatonhall, which his father had held from the church at farm, was made for his life.<sup>122</sup> In the second group of villis, those classified as land and tenements, in Stretton, William of St Albans and his heir were granted land in fee farm and in Branston Godwin and his heir were granted land in fee farm freely and quit.<sup>123</sup> The documents that record these successions appear mainly in Burton cartulary. It is therefore significant that no record in the cartulary of a document relating to the succession of Ralph to Okeover following the death of his father Orm. This could be because the original document did not survive until the cartulary was created or it was not selected for inclusion in the cartulary. Alternatively it could reflect the fact that the Okeovers understood Okeover to be their own heritable land and at this time they did not yet see a need for documentary confirmation of a succession. This would be consistent with the interpretation of the earlier document when Abbot Nigel gave Okeover to Orm as a will.

The services owed in respect of the various lands provide other information about the relationship between the abbey and those who held land from it. In the case of land that the abbey held the held for a head rent the specification of other services required varied. The grant by Abbot Robert to Ralph of Okeover required that Ralph should come to the *placita* 'pleas' of the abbot, presumably his court, and 'should provide help from his horses when the abbot has to go to the council or court of the king.'<sup>124</sup> Other holders of land from the abbey also owed attendance at the abbey's court, for example Ralph fitz William of Anslow was required to attend the abbot's pleas in Staffordshire wherever the abbot wished as long as he had been previously summoned and unless excused either by illness or in the service of his lord Robert de Ferrers.<sup>125</sup>

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<sup>120</sup> *Geoffrey*, no. 7 pp. l-li, no. 14 p. lviii.

<sup>121</sup> *Geoffrey*, no. 11 pp. lv-lvi, no. 13 pp. lvii-lviii

<sup>122</sup> *Geoffrey*, no. 3 p. xlvi, no. 7 pp. xlix-xlx.

<sup>123</sup> *Geoffrey*, no. 5 pp. xlvi-xlviii, no. 17 pp. lx-lxi.

<sup>124</sup> SRO D603/A/Add/20.

Other landholders had to provide the services of their body and Ralph son of Urvoi in Hampton was also required to attend the pleas of the abbot in Staffordshire whenever he has been notified before. In other cases land holders were required to entertain the abbot and to escort him and his men when they visited.

For the other group of villis the variety of services is perhaps greater including annual payments as well as agricultural services and forms of military service. The military services owed by Orm of Branston as set out in survey B involving attendance at *exercitus* have been studied by Hollister.<sup>126</sup> Godwin and his heir who were granted one bovate and an acre of inland and four bovates of warland in Branston paid five shillings annually.<sup>127</sup> In Stretton, William of St Albans and his son Reginald held land previously held by Gamel. Their services involve homage and a money rent and apparently no other customary services.

The requirements for tenants to provide some military services should not be taken as implying that these would have been classified as tenures by military service. These probably represented an older set of practices. There is little doubt that such support was sometimes necessary for an abbey, which was sometimes vulnerable to attacks on its lands by other major landholders. In the life and miracles of Saint Modwena, ten knights of the Abbey of Burton fought with the men and knights of Count Roger in a dispute concerning two villagers of Stapenhill who ran away to neighbouring Drakelow.<sup>128</sup> These then were not entirely one-sided relationships. The abbot needed his military supporters possibly as much as they needed him.

On January 23 1546 a deed and bargain of sale was sealed recording the lands of the ‘colledge of Burton upon Trent’ that Sir William Paget acquired from King Henry VIII for the service of a twentieth of a knight’s fee and various rents.<sup>129</sup> This documents the king’s manors, lands etc., which included Okeover, separately from its lands, which included Okeover and Ilam, and from the king’s granges, houses etc., which also included Ilam. This would seem to indicate a distinction between a manor, the land that lay within the manor and the parish. The deed also specified ‘all chapels, glebe lands, tithes etc. in the parishes’ that included amongst others Ilam, Cauldon, Sheen, Grendon and Blore. This is evidence of the persistence of ancient parish structures discussed above.

So far as this comparison is concerned, no clear conclusions emerge though nothing here is inconsistent with previous findings about the origins of the Okeover family lands at Okeover or the status of the family.

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<sup>125</sup> *Geoffrey*, no. 9 pp. li-lii.

<sup>126</sup> C. W. Hollister, *The Military Organization of Norman England* (Oxford, 1965), p. 244.

<sup>127</sup> *Geoffrey*, no. 17 pp. lx-lxi.

<sup>128</sup> *Geoffrey*, p. 193.

<sup>129</sup> ‘Anglesey’, no. 776.

### 3.9 Tenure by socage

The tenurial practices in locality of Okeover and of Burton upon Trent have a direct bearing on the history of the Okeovers and how they were able to manage their lands and therefore on this thesis. This may be the most significant finding to emerge from it. The Okeover family landholdings lay within a relatively small area that overlapped the border between Staffordshire and Derbyshire. This does raise an important question as to how representative the Okeovers were and this will be discussed further below. Burton Abbey, to which the Okeovers owed services, was an Anglo-Saxon foundation and one of the few abbeys that owed no military service to the king after the Conquest. If Anglo-Saxon tenurial practices survived the Conquest, and persisted alongside the practices introduced by the Normans, Burton Abbey would be an obvious place to find examples that would confirm that this was indeed what happened.

Okeover was understood at the start of the fourteenth century to be held by socage tenure. Over time it transpired that a number of the other Okeover landholdings were also categorised as being held by socage. These included the Mayfield land at the Woodhouses and, almost certainly, the holding at Callow in the royal manor of Wirksworth.<sup>130</sup> With Snelston and Atlow, the holdings that created the disputes during the minority of Sir Roger of Okeover, the category of tenure into which they fell was part of the dispute.<sup>131</sup> Twelfth-century documents did not specify a category into which tenures fell and it is unlikely that any of the formal legal distinctions that categorised tenures had yet been drawn. This absence of categorisation does not mean, however, that there were no underlying differences in tenurial practice at this time. The category of tenure into which some at least of these early Okeover family lands later fell may also be a useful pointer to the origins of the holdings. There is evidently a danger here of reading back anachronistic distortions into the earlier records so some further discussion of the possible origins of so called socage tenures is relevant before looking at the Okeover instances.

The word socage as applied to a tenure placed the tenure in a particular category, one of a number of legal categories that began to appear later in the twelfth century. These categories enabled general distinctions to be made between different types of tenure on the basis of the type of service required of a tenant. For example, Glanville distinguished between those holding land for military service and free sokemen: ‘Cum quis ergo hereditatem habens moriatur ... tunc distinguitur utrum ille fuerit miles sive per feodum militare tenens, an liber sochmannus.’<sup>132</sup> Maitland suggests that at this time the scheme of categorisation did not yet exist in its final form.<sup>133</sup> Broadly the different categories were frankalmoin, military service, serjeanty and

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<sup>130</sup> See chapter 4.

<sup>131</sup> See chapter 7.

<sup>132</sup> *The Treatise on the Laws and Customs of the Realm of England, Commonly Called Glanvill*, Ranulf de Glanville, G. D. G. Hall (London, 1965), p. 75 [VII, 3].

<sup>133</sup> *P and M*, i p. 218.

socage.<sup>134</sup> In subsequent writings socage tenure was, as Maitland described it, defined in negative terms as the ‘great residuary’ category of tenure.<sup>135</sup> Any free tenancy that was not held by frankalmoin, military service or serjeanty was included in the category of socage tenure. Thus socage tenure was defined not by a set of defined characteristics that could be found for each socage tenure but on the basis that the tenure did not exhibit the characteristics that would have included it in one of the other categories of tenure. An implication of this is that the specific instances of tenure within the category of socage were not necessarily homogeneous. Maitland described the large variety of practices and the implied relationships that were included within the category of socage tenure.<sup>136</sup>

The development of a legal framework for tenure that was based on the services required of tenants did not necessarily imply any significant changes in underlying tenurial practices. It is likely that the developments that were taking place in the legal system led to attempts to introduce ways of handling the enormous complexity that characterised the existing range of tenurial practices.

This chapter has examined the origin of the Okeover family’s tenure of Okeover, later described as a tenure in socage. It has demonstrated both that it is probable that the family tenure of Okeover, and the tenurial practices on which the tenure was based, predated the Conquest, and that it is likely that the terms of the tenure did not subsequently change in a significant way. Because direct documentary evidence was only available from 1094 × 1114 this was argued indirectly from contextual evidence. In order to describe more generally the origins of at least some of the tenurial practices that were included in the category of socage tenure it is therefore necessary to move back in time.

Commonsense would lead us to suppose that the origins of at least some of these diverse tenurial practices lay back before the Conquest. The Normans brought with them their own ideas about tenurial practice and also introduced novel practices based on military service. These may have developed further in response to the exigencies of the situation facing William and his followers after the Conquest. Such a pattern of change and development would be consistent with other examples of colonisation where new colonial practices and pre-existing local practices coexisted for many years.<sup>137</sup> It would therefore not be a surprise to find amongst the constituents of the later categories examples of practice that were remnants of pre-Conquest Anglo-Saxon practice.

Accepting that at the highest level tenure the old English aristocracy had been largely superseded, Ann Williams provides evidence of the greater number of English tenants below

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<sup>134</sup> *P and M*, i p. 218.

<sup>135</sup> *P and M*, i p. 275.

<sup>136</sup> *P and M*, i p. 276.

<sup>137</sup> See above p. 77.

this level who survived the Conquest.<sup>138</sup> Dalton discusses evidence relating to Yorkshire.<sup>139</sup> Gillingham asserted the continuity of an ‘institutional framework ... both before and after the Conquest’.<sup>140</sup> It is difficult to provide even an approximate count of the number of English who retained their lands. Domesday did not supply reliable data concerning either the existence or names of subtenants. There is support for the view that the numbers were substantial but what proportion of the total this represents is unknown. What can be asserted with reasonable confidence is that it would not be unusual to find examples of Old English tenures after the Conquest and that many of these that still survived would later have been included in the category of socage.

Milsom also acknowledges the continuity of pre-Conquest tenurial customs at least at the lowest level

...it is likely that the Conquest brought no general break, and that the conditions of land-holding within the existing economic and jurisdictional units continued to be governed by the varying local customs of Old English society.<sup>141</sup>

Neither Hudson, nor indeed Maitland, are primarily concerned with the origins of the instances of tenure that constituted the members of the different categories of tenure that later developed. Hudson, summarising the history of land tenure between the Conquest and the year 1135, noted the absence of any formal categorisation of tenures but found evidence for the existence of the following types of lay free tenure: knight service, fee farm, lands associated with office and other free tenures. Hudson dealt separately with ecclesiastical tenures which were later to be included in the category of frankalmoin. Maitland does provide us with some broad hints or indications about the origins of tenures that later were included in the different categories. A particular form of tenure based on military service was introduced after the Conquest as William distributed land amongst those of his followers who became tenants-in-chief.<sup>142</sup> However, not all land was allocated in this way and from the time of the Conquest William had men who held from him by tenures that would later be described as in frankalmoin, serjeanty and socage. There is no direct indication as to the origins of the practices involved, though there was nothing to indicate that these were necessarily newly created tenures or that they or the practices on which they were based could not have originated from before the Conquest.

So far as this thesis is concerned the most important distinction in relation to tenurial services is that between military service and socage. The differences affected the relationship between

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<sup>138</sup> Ann Williams, *The English and the Norman Conquest* (Woodbridge, 1995), chapter 4.

<sup>139</sup> Paul Dalton, *Conquest, Anarchy and Lordship: Yorkshire, 1066-1154* (2002), p. 119.

<sup>140</sup> Gillingham, ‘Thegns and Knights in Eleventh-Century England’, p. 137.

<sup>141</sup> S. F. C. Milsom, *Historical foundations of the common law* (London, 1969), p. 90.

<sup>142</sup> *P and M*, i pp. 236-237.

the tenant occupying the land and his or her lord, the person or institution, or their antecessors, who had originally granted them the land, assuming that this was even known. This had an effect on matters related to succession with more specific consequences when the male heir to the land was a minor or where there was no male heir but only one or more daughters. In the case of land held by military service, the land would revert to the family of the lord who originally granted the land during the minority or until a marriage or marriages had been arranged. In the case of tenants-in-chief, the land would revert to the king and might either be managed on his behalf or the rights to manage the land during the wardship be sold. The temporary loss of control of the land represented a serious threat to the family. In the case of a family holding in socage, the arrangements for wardship might depend on local customs but would generally be exercised by a member of the family as described in chapter 1 above.<sup>143</sup>

Given the experiences of Roger of Okeover as a ward the impact of this distinction was still important at the beginning of the fourteenth century. It would be reasonable to suppose that the differences between the claims that a superior holder could exercise in the event of wardship in the case of a tenure by military service as compared, for example, to a tenure by socage would have had a significant effect on the balance of the relationship between the superior tenant and the tenant on the ground. There may also have been other differences in the wider practices applied to the inheritance of land.

The description of tenure shown above demonstrates the complexity and multiplicity of possible situations. It also allows for the possibility of different practices. The richness and the granularity that is allowed for in this description is absent from models that fuse tenure and lordship.

This is important because it allows for the possible interaction of a wide variety of tenures with different patterns of social relationship at a local level. Treating all tenures as effectively equivalent and as fitting into a pre-defined social hierarchy effectively constrains the possibilities. It ignores the impact of differences such as that between a man who holds five manors by military service from one tenant-in-chief and another man who holds five manors in socage from a number of different tenants-in-chief. In the first case, the tenant, whilst relatively powerful because of the resources at his command is nevertheless dependent on one man for all his manors and his family may be particularly vulnerable in the event of the wardship of a minor or absence of a direct male heir requiring the lands to be divided amongst daughters. In the second case, the allegiance owed to different tenants-in-chief necessarily reduces the power that any one of them can exercise on him except in the unlikely event that the tenants-in-chief all collude. Alternatively, when, for example, Henry de Ferrers holds land in one of the manors

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<sup>143</sup> See p. 26.

of Robert of Stafford he is hardly in the same position of a freeman who holds the same amount of land in the same manor.

When an historical investigation concerns what is happening in England as a whole these possible differences at a local level assume much less significance. For the politics of the kingdom, it may be the case that the relationship between the king and his major Norman tenants-in-chief is all that really matters so that refinements to a model of tenure based largely on Norman practices are unnecessary. However, later, when the king came to make use of his relationships with lesser landholders in order to curb the power of his nobles, such matters may have become of greater importance. And at a local level, surely such differences are of substantial importance to the calculations of all landholders and so cannot simply be ignored.

### 3.10 Social standing of the Okeovers in the abbey community.

Much of this chapter has concentrated on exploring the tenurial relationship between the Okeovers and Burton Abbey. This is important because the balance of this mutual relationship was vital in determining the constraints that the Okeovers would face in the management of their lands. It also reflects the limitations of the evidence that survives. To restate the obvious, most of the surviving sources concern transactions related to land. The earlier the source, the more likely it is to concern a high level tenure. In order to make best use of the surviving documents, and extend the range of information that it is possible to draw from them, it is useful to explore them in their local context. One area of potential study that can be approached in this way is the social networks in which the Okeovers moved as revealed by the lists of witnesses attached to the deeds to which they were party or indeed witnessed themselves. This line of investigation is also helpful in demonstrating the extent of the involvement of the Okeovers in abbey business.

In order to study this area, the participants mentioned in documents in respect of which lists of witnesses survived were cross-tabulated against each other. The resulting tables are included in appendix 1. The discussion that follows is based on the information gleaned from the tables.

The evidence from Orm's time is thin but some points do stand out. First, there are indications that the Okeovers were at this time close at least to leading adherents of the Ferrers at Tutbury, if not to the Ferrers themselves. One of these documents, the *conventio* between Abbot Robert and Robert I de Ferrers, was not an Okeover document. Nevertheless Orm's presence as a witness along with his son-in-law Andrew does indicate that he was of some status in the locality. The number of witnesses well-placed in relation to the Ferrers who appear on the occasions of Orm's transactions is also significant. The possibility of a direct relationship, either tenurial or by marriage, between the Okeovers and the descendants of Saswalo was discussed above and is supported by this evidence. Descendants of Saswalo appear regularly in the witness lists, Fulcher in all three, his brothers Henry and Hugh, a chaplain of the earl, two each and another brother

Ralph together with Fulcher's son Jordan one each.<sup>144</sup> Robert fitz Walkelin also witnessed two of Orm's documents.<sup>145</sup> One of his descendants later married Robert I of Okeover and chapter 7 will argue that there was a pre-existing tenurial relationship between the families in Atlow, which is, again, supported by this evidence. The Okeover deed of Abbot Nigel dated to before 1115, was witnessed by the Abbot of St Pierre-sur-Dives, mother house of Tutbury Priory from which Orm held land at Mayfield to be investigated in chapter 4, suggesting both the probability that at the time that this transaction took place Orm already held this land and also perhaps underlining the importance both men attached to this connection.<sup>146</sup>

It is possible to obtain a different perspective on Orm's importance by looking at the witnesses for the deeds of Robert I de Ferrers and Abbot Geoffrey.<sup>147</sup> Only five of Robert I de Ferrers charters survive of which three have lists of witnesses appended. These include the Mayfield deed and the *conventio* with Abbot Geoffrey, both of which involved Orm and so have already been discussed. The third deed is Robert I's confirmation of his father's foundation of Tutbury Priory, dated by Saltman to c.1110.<sup>148</sup> There are only five witnesses to this document, the most notable of which for the purposes of the thesis is Walkelin of Radbourne, father of Robert fitz Walkelin.<sup>149</sup> Walkelin is the first named witness after Bishop Robert and William the chaplain, confirming Walkelin's importance as a tenant of Robert I. What shows up remarkably by comparison is the number of socially well-placed witnesses to the deed confirming Orm's holding of the Mayfield carucate. This deed lists an exceptional twenty-four witnesses and for a transaction that did not even involve a manor. If this was not a later confection it does seem to say something about the social status accorded to Orm by those present. If it was a later confection, it may say much about the Okeovers' sense of their own importance.

By way of contrast and demonstrating the importance of a monastery in the early production of written records, twenty-five deeds of Burton Abbey dating to the time of Abbot Geoffrey survive, including the *conventio* with Robert I de Ferrers. Seven of these survive with a list of witnesses.<sup>150</sup> For most documents the witnesses were either monks or tenants of the abbey. Orm was exceptional as the only one of the abbey's tenants whose transactions were witnessed by men who were not amongst the monks or tenants of the abbey.<sup>151</sup> This is a strong indication of his social status in the local community. It is also significant that Orm witnessed no other abbey

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<sup>144</sup> See diagram A.1, p. 227.

<sup>145</sup> OC14 and OC57.

<sup>146</sup> BL Loan 30, fol. 17.

<sup>147</sup> Geoffrey's charters were collected together in *Geoffrey* and the Ferrers charters were calendared in 'Golob', vol. 2.

<sup>148</sup> 'Tutbury', no. 103, 'Golob', vol. 2 no. 2".

<sup>149</sup> See above.

<sup>150</sup> See diagram A.6, p. 232. In a further thirteen, the name of the prior is included.

<sup>151</sup> Shown by inspection of the full list of witnesses included in the Geoffrey charters listed in diagram A.6, p. 232.

transaction apart from the *conventio* showing that either he did not have a regular obligation to attend the abbey court or was able to ignore it with impunity, except perhaps when it suited his interests to be present. With one exception, the abbey tenants who witnessed held significantly smaller areas of land than the Okeovers. The one exception was William fitz Nigel, son of the Domesday tenant-in-chief Nigel of Stafford, from whom the Gresley family descend.<sup>152</sup> The Burton Abbey survey A c.1126 shows William fitz Nigel to have held forty-eight bovates that is six carucates, of land in Caldwell, Derbyshire, from the abbey. Caldwell lies next to Drakelow, listed as held by Nigel of Stafford at the time of Domesday. William fitz Nigel was remarkable as probably the abbey's largest landholder who must also have had a very close relationship with the abbey given the number of times he acted as witness. This might be explained by the close proximity of his lands to Burton. Orm's record as a witness is in stark contrast to that of William who witnessed five out of the seven Geoffrey deeds that list witnesses.<sup>153</sup>

A broadly similar picture emerges in relation to the six surviving deeds concerning Ralph of Okeover. One of these was a later confection and is not considered.<sup>154</sup> Of the remaining five, four contain lists of witnesses.<sup>155</sup> Of the four, the donor in three of them was Abbot Robert of Burton and in one, Robert II de Ferrers in relation to Callow. Two of the three Burton documents relate to Jordan fitz Fulcher and Okeover and the other to Stretton. Most witnesses were the monks and minor tenants of the abbey. The exceptions to this were similar to those in Orm's time. William fitz Nigel witnessed twice, once for an Okeover deed and once for Stretton.<sup>156</sup> One man, William FitzHerbert witnessed the deed executed by Robert II de Ferrers and one of those by Abbot Robert. William was a close neighbour of the Okeovers in Norbury, adjacent to Snelston.<sup>157</sup> William, who held Norbury from the prior of Tutbury, had also appeared as a witness on two occasions during the time of Orm.<sup>158</sup> William is not recorded as having been a tenant of Burton Abbey and it is reasonable to explain his appearance as a witness to deeds involving the Okeover family to a relationship based on friendship between two close neighbours, though a closer relationship cannot be ruled out. It is also significant that the names of Montgomery (two deeds), descendants of Saswalo (four deeds), and Walkelin (one deed) appear in Ralph's transactions. On the occasion that each of these deeds was sealed one or more of the men from these families was present. This again is evidence that is consistent with the existence of a long term tenorial relationship between the Okeovers and these families but this alone is unlikely to

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<sup>152</sup> Nigel of Stafford is listed in Domesday as holding eleven manors in Derbyshire. His descendant Robert also held four knight's fees from William I de Ferrers: *Liber Niger* p. 202.

<sup>153</sup> Diagram A.6, p. 232.

<sup>154</sup> OC10, which in any case has identical witnesses to SRO D603/A/Add/20, see the discussion in this chapter above.

<sup>155</sup> See diagram A.2, p. 228.

<sup>156</sup> See above.

<sup>157</sup> In Domesday, part of Snelston was in the soke of Norbury, a fact that may or may not be relevant.

<sup>158</sup> Once for the *conventio* between Robert I de Ferrers and Abbot Geoffrey and once for Orm's land at Stretton.

explain their presence which seems more likely to be an indication of the social importance of the Okeovers in the locality.

As a check on this interpretation, comparison with the deeds of Abbot Robert of Burton and Robert II de Ferrers are relevant. The Burton deeds show, as in the case of Orm his father, Ralph was exceptional as a tenant both in the status of the men he brought to witness his transactions and in his absence as witness to other abbey transactions. The names of the witnesses were appended to five deeds that Abbot Robert issued.<sup>159</sup> Three of these related to Okeover holdings involving Ralph of Okeover. Of the other two Ralph de Montgomery was a witness to one of these in relation to Leigh, the only other occasion on which he witnessed a Burton document. It may or may not be relevant that Leigh had previously been held by Andrew the son-in-law of Orm. A number of members of the Gresley family also witnessed both documents, probably relatives of William fitz Nigel, as before the most reliable and significant of the Burton tenants who acted as witnesses. As in the case of Orm, Ralph does not appear as a witness to any other of the Burton documents.<sup>160</sup>

The deeds of Robert II de Ferrers further underline the local importance of some of the Okeover witnesses. Twenty-seven of the deeds of Robert II de Ferrers survive of which fifteen have the names of witnesses appended.<sup>161</sup> Of the names mentioned only twenty-three out of 120 (20%) occur in more than one deed. Only twelve (10%) appear in three or more. The list of multiple appearances is headed by William FitzHerbert (8/17), Henry fitz Saswalo (7), Robert de Livet (7) and William fitz Nigel (5). A further three men appear in five deeds. Three out of the four top ranking names are men who were among those who appeared as witnesses for the Okeovers. It is difficult to know quite what to make of this. Amongst the witnesses to a single Okeover charter, appear the names of Walkelin, once, and Montgomery, twice.<sup>162</sup> As with Burton, Ralph of Okeover himself did not appear independently as witness to deeds of Robert II de Ferrers to which he was not a party.<sup>163</sup> Nevertheless the Okeover deeds and subsequent history indicate that Ralph probably had close relationships with a number of those men who themselves were close to Robert II de Ferrers. The nature of Ralph's connections with Jordan fitz Fulcher have been discussed above. It seems unlikely that so many men who were prominent tenants of the Ferrers would turn up to witness charters for Ralph unless he himself was a man of some reasonable weight, thus making it less probable that Ralph was a subservient party in the relationship with Jordan. In two out of three cases, Walkelin and Montgomery, it will be

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<sup>159</sup> See diagram A.6, p. 233.

<sup>160</sup> For the Leigh document two witnesses, Richard fitz Ralph and Robert fitz Ralph could conceivably have been sons of Ralph of Okeover. Ralph did have a son called Richard but, apart from the family's previous interest in Leigh, there is no other evidence that confirms these possible connections.

<sup>161</sup> Diagram A.4, p. 230.

<sup>162</sup> Robert and Walter de Montgomery.

<sup>163</sup> Only OC134 re Callow is relevant.

demonstrated in chapter 7 that there was a later marriage including a close tenurial tie, but a tie that probably predated the relevant marriages. In the third case, Jordan fitz Fulcher, it cannot be demonstrated directly that there was either a previous tenurial or marriage tie, though other indirect evidence does point in one or both of those directions.<sup>164</sup> The proximity of all these three families to the Ferrers itself strengthens the case for a more formal relationship in the third case. The role of the Ferrers in the locality and the relationship between them and the Okeovers is the main subject of chapter 4.

### 3.11 Conclusion.

Documentary evidence concerning the land transactions of the laity is fragmentary at the beginning of the twelfth century. It is not possible to assume that the first document that occurs in relation to any landholding marks the origin of a tenure by the beneficiary. Nor is it possible to interpret the wording of any document as having been derived from a coherent and universal set of tenurial practices. The uncertainty that results from this indeterminacy is great. It is tempting to conclude that it is impossible to arrive at anything like firm conclusions. Nevertheless, if the various pieces of information that do survive are collated, it may be possible to arrive at a reasonable understanding of the underlying relationships by at least excluding what seems unlikely.

Burton Abbey obtained much of its endowment from Wulfric Spot's will. The will does not indicate the precise extent or composition of the various *lands* and named places that Wulfric left to the abbey. The possibility that some of those lands came with existing tenants on the ground cannot be ruled out. It is therefore possible that the abbey had never held a claim to the demesne of the whole of the area of land that was called Okeover. In particular, the relationship of the church at Ilam, with its associated land, to Okeover, to which Ilam was attached, probably predated Wulfric's will. Much of the abbey's income from Ilam and the surrounding villas was in the form of tithes specified as cash payments. The area over which these claims for tithes were distributed suggests the existence of an earlier and larger parish structure centred on Ilam. More tentatively it may also indicate that the abbey's claims in Ilam were originally based on this tithe income, possibly associated with an ecclesiastical jurisdiction over the area.

Probably as a result of its origins, Burton was one of the few abbeys that did not owe military service to the king. It is therefore likely that its lands escaped much of the upheaval that followed the Conquest. By the time of Domesday it is likely that some of the holders of abbey lands, including at Okeover, already held their lands on an hereditary basis and the possibility that the origin of their claims had predated Wulfric's will cannot be ruled out. The Burton surveys of 1114 and c.1126 provide strong evidence of occupation in Okeover dating from Anglo-Saxon times and a likelihood that there were other landholders besides the Okeovers with heritable

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<sup>164</sup> See above.

land there. This would be consistent with the conclusions about the possible compositions of the places given to the abbey by Wulfric.

The earliest surviving deed for Okeover is drawn in a form that makes it likely that Orm already held the land there at the time. It is not possible to prove conclusively that Orm had inherited this land from the Domesday holder Eadwulf because there is no document that directly attests to this. There are, however, contextual indications of an earlier origin to Orm's holding. The annual payment that Orm made to the abbey was specified in *oras*, a unit of account that originated from Anglo-Saxon times and which had become largely obsolete by the start of the twelfth century. This strongly suggests that this was already a longstanding obligation almost certainly predating the Conquest. In the same document Orm and Ralph are referred to as 'noble' and, in the context of the other evidence speaking to their social connections, it is reasonable to take this attribution at face value. The inclusion in the deed of the right for Orm to be buried at the abbey rather than locally is a further measure of his social position as this was a privilege that depended upon high status.

Nothing in the documents rules out the possibility that Orm inherited the land that Eadwulf had held at the time of Domesday. The silence of the documents on this issue is relevant in itself as comparison with documents for other landholdings of the abbey shows that they normally indicated the previous holder when a succession had taken place. Nor is it impossible that Orm had newly acquired Okeover from Eadwulf or after Eadwulf's death on similar terms. However, the absence of any information to this effect, together with payments specified in *oras* would suggest that it is more likely that Orm had acquired the land by succession from an ancestor.

An implication of this continuity of tenure, by succession and on similar terms, is that at least some socage tenures, as the tenure of Okeover was categorised at the start of the fourteenth century, had origins that predated the Conquest. Other writers confirm that Anglo-Saxon tenurial practices survived the Conquest though no assessment has been made of the numbers or proportion of such survivals. Socage tenures were also created after the Conquest. The fact that none of the documents of the time spelt this out is unremarkable, as the importance of this distinction for future legal disputes was as yet unanticipated. At Burton they were continuing to do what they had always done. The documents included as much as was required to meet the needs of the parties at the time. The category into which a tenure fell was important for families particularly when the holder died.

The recognition given to Orm's social status suggest that he was a person with an established position locally and his status is very likely to have had its roots in landholdings. The annual payment made by Orm for Okeover did not change for the next four hundred years. This is consistent with the Okeover family holding having been that of the vill or manor. The existence of other probably free tenants in Okeover and Ilam at the time of the Burton surveys also supports

the proposition that the occupation of the land at this time was already well established. The evidence from Stretton also supports the existence of hereditary holdings. Comparisons between Okeover and Stretton and other Burton deeds suggests some difference in the practices that applied as between the holding of a manor and the holding of land within a village.

Patterns of witnessing of the abbey documents also reveal that Orm and Ralph of Okeover were also exceptional amongst abbey tenants in the composition of the witness lists of their deeds. With one exception, Leigh, which had its own connection to the Okeovers through Andrew, Orm's son-in-law, the Okeovers were the only tenants whose deeds were witnessed by men outside the immediate circle of monks, servants and other tenants of the abbey. Further these outside witnesses were men of established status close to the Ferrers at Tutbury. Later documents show that the Okeovers had tenurial and family relationships with the families of two of these and it is possible that this was also true for a third, though the time of origin of these relationships is difficult to determine. These connections show not only that the Okeovers were held in high regard but also that they were possibly more extensive landholders than the surviving documentary records from early in the twelfth century showed. Orm and Ralph were also conspicuous by their absence as witnesses to abbey deeds for other tenants and it is likely that this shows that they were able to be absent with impunity, another indication of their status within the abbey community. Subsequent chapters will explore the possible extent of these other holdings and their tenurial basis. This will begin with the next chapter which explores links with the Ferrers at Tutbury.

## 4 Relations with local magnates.

### 4.1 Introduction.

Chapter 3 looked at the relationship between the Okeovers and Burton Abbey, an important centre of power in the locality. The families that came to form the ranks of the gentry would naturally have been equally concerned about relationships with the more powerful magnate families in their locality. It is reasonable to envisage that, apart from social considerations, there might have been a tenurial connection as well as implications for their security. The chapter examines these vertical relations, and in particular those between the Okeovers and the Ferrers who held Tutbury Castle, the main local centre of power. Tutbury lies fifteen miles south of Okeover.

There are several aspects to this relationship. The earliest to be documented was tenurial and concerned a carucate of land held by the Okeovers centred on the Woodhouses and held from Tutbury Priory which was founded by Henry de Ferrers. This holding will be examined in some depth. Ralph of Okeover held land located at Callow for which he received a writ-charter from Robert II de Ferrers. Callow lay within the royal manor of Wirksworth, which the Ferrers held at farm from time to time. Callow is another instance where there is a question as to whether the first surviving document provides evidence of the date the holding was first acquired. Callow also involves exploration of the distinction between different claims over the land as between occupation and use, and the holding of claims of manorial justice or other similar claims over land and the implications these distinctions had for the power that could be exercised through a tenurial link. Junior members of the Okeover family also had close ties with the Ferrers and it seems likely that some may have served as household knights. In the later-twelfth and early-thirteenth centuries the Ferrers or their seneschals were regular witnesses for Okeover land transactions. Close family relations were established between the Okeovers and Robert of Ashbourne and Robert of Thorpe, both sometime seneschals to the Ferrers, and both of whom married Okeover brides and were given Okeover land. Finally, as the Burton evidence has suggested, the Okeovers had close relationships involving both tenures and marriages with a number of the leading families associated with the Ferrers.

For nearly two hundred years after the Conquest the Ferrers were the most powerful family in a locality that covered most of the Appletree Wapentake of southern Derbyshire but which extended into Staffordshire where the castle of Tutbury lay. There are 101 Domesday entries listed under Henry de Ferrers in Derbyshire and a further ten listed in Staffordshire.<sup>1</sup> With the lands in Derbyshire came the farm of the Wapentake of Appletree, possibly associated with the manor of Sutton, and in which most of the lands listed lay.<sup>2</sup> The extent and concentration of

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<sup>1</sup> *DB 27* and *DB 24*.

the Ferrers lands in the south of Derbyshire made them the most significant power in the wider locality.<sup>3</sup> They also held lands in a number of other counties. In the locality, only Robert of Stafford with sixty-eight holdings listed under his name in Staffordshire came close to rivalling the Ferrers in terms of the number of manors held.<sup>4</sup> Roger of Montgomery, Earl of Shrewsbury, had thirty-two entries listed under him in Staffordshire two of which, Alstonfield and Basford were close to Ilam.<sup>5</sup> However, Roger's main seat of power was further west in Shropshire.<sup>6</sup> Earl Hugh of Chester, to whom William I had first granted Tutbury Castle, also exercised some continuing influence in the locality.<sup>7</sup> The bishop of Chester held land in twenty-two manors though these included Lichfield, Staffordshire, from time to time the centre of the bishopric.<sup>8</sup>

Golob identifies the Okeovers as one of the minor families within the Ferrers sphere of interest. Golob's assessment of the place of the Okeovers in the locality is limited because he did not take into account the evidence of the cartulary itself.<sup>9</sup> The early Okeovers only appear sporadically in the Ferrers records, though Orm of Okeover was one of the witnesses to the document that recorded the settlement of the dispute between Robert I de Ferrers and Geoffrey Abbot of Burton concerning rights over a wood in c.1120.<sup>10</sup> Orm's son-in-law Andrew was also a witness to the same document.

The links between the Okeover family and the Ferrers evident in the surviving records varied over time and would appear to have been at their strongest during the lives of Hugh I and Robert I of Okeover in the fifty-five years between 1180 and 1235. However, this impression may be affected by the significantly greater survival of documented land transactions from this time compared with earlier times. The documents concerning the Okeover family also add to the work done by Peter Golob on the Ferrers in order to show the interplay between the power that the Ferrers could exercise as a result of their extensive tenures, power exercised through their holding of claims over justice through wapentakes and their associations with the officers of local justice.

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<sup>2</sup> 'Golob', p. 59. Golob's 1984 thesis is an important source of information about the history of the Ferrers in the twelfth and thirteenth centuries.

<sup>3</sup> 'Golob', p. 43, suggests that this was a deliberate attempt by William I to achieve control in this area as well as a defensive position against trouble wider afield.

<sup>4</sup> *DB 24*.

<sup>5</sup> *DB 24*.

<sup>6</sup> See 'Golob', p. 53.

<sup>7</sup> 'Golob', p. 55. Earl Hugh held the manor of Markeaton with its berewicks of Kniveton with Mackworth and Allestree part of one of which lay in Henry de Ferrers' manor of Ednaston. *DB 27*, 4.1 and 4.2.

<sup>8</sup> *DB 24*.

<sup>9</sup> See above. The cartulary does not appear in the bibliography.

<sup>10</sup> *Geoffrey*, no. 10 pp. lii-lv. See also chapter 3.

## 4.2 The Ferrers connection.

It would be a serious mistake to suppose that the dominant figures in a locality necessarily exercised a power that remained constant over time. To prepare the ground for discussion of the potential for fluctuations in power it will be helpful to set out, in outline, the relevant background. Okeover bordered directly on the wapentake of Appletree, Derbyshire, and the Okeovers are later shown to hold lands at Atlow and Snelston that were within Appletree and amongst the lands attributed to Henry de Ferrers in Domesday. Chapter 7 will investigate when these holdings may have been acquired.<sup>11</sup> Over time, however, the fortunes of the Ferrers fluctuated markedly for a variety of reasons, partly due to the age or character of the incumbent, partly as a result of the strength of their relationship with the king of the time and partly due to changes in the nature of their relationships with other nobles who had interests in the locality.

The Ferrers were in a weak position for most of the second half of the twelfth century during the reign of Henry II. Robert II de Ferrers who had been broadly loyal to King Stephen was slow to switch his allegiance at the end of Stephen's reign and was caught in a trap sprung by his regional rivals, the earls of Leicester and Chester. In 1153 Tutbury Castle was besieged by them and Henry's army. Subsequently Robert lost the earldom of Derby and the wapentake of Wirksworth, and possibly also Appletree. His son William I fared little better and did his own cause no favours by joining the barons revolt in 1173-1174, though both the earls of Chester and Leicester made the same mistake. All were in a weak position in the remaining years of Henry II's reign. At such times lesser landholding families would have had to calculate quite carefully whether their interests were compatible with those of local magnates and might well try dissociate themselves from what they saw to be risky attachments.

The strength of an earl in a locality also depended on his relationships with and the strength of other nobles with their own interests touching on the locality. William II de Ferrers who succeeded to his lands in 1190 was married in 1192 to Agnes the sister of Ranulf Earl of Chester, providing tenurial and political benefits and presumably reducing the likelihood of tensions between them.<sup>12</sup> Robert IV de Beaumont Earl of Leicester died in 1204. His two sisters succeeded to his estates though King John held the land of the earldom of Leicester himself. In 1215 Ranulf Earl of Chester became keeper of these lands in and they were only recovered in 1230 by Simon de Montfort, who had married Amice, one of the sisters of Robert de Beaumont.<sup>13</sup>

In contrast to their relative weakness under Henry II, the earls of Derby and Chester were amongst the loyal supporters of King John and the young Henry III, following the lead of

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<sup>11</sup> See p. 201.

<sup>12</sup> 'Golob', pp. 174-178.

<sup>13</sup> *The Oxford Dictionary of National Biography*, <http://www.oxforddnb.com/view/article/2716>, seen 24 May 2017.

William Marshall. Neither earl perhaps wished to repeat the mistakes he may have perceived his father to have made. William II de Ferrers, 1190×1247, was a powerful figure in the locality for much of the first half of the thirteenth century.<sup>14</sup> Ranulf Earl of Chester died childless in 1232 and his estates were divided between his four sisters, one of whom was the wife of William II de Ferrers though it is not clear precisely what lands passed to her.<sup>15</sup> The earldom of Chester itself was later in the hands of the king between 1237 and 1264.

After the death of William II de Ferrers in 1247, his son William III was already elderly and infirm. He died in 1254 when his son Robert III was still a minor. This was a time when the Ferrers influence was less active. It became weaker still as Robert III de Ferrers was a hotheaded supporter of Simon de Montfort Earl of Leicester in the barons war of 1263-1264 and fell out with the future King Edward I. Though he survived, his lands passed to Edmund Crouchback, younger brother of Edward I, along with the lands of the Earl of Leicester. The earldom of Chester, which had been taken into custody by Simon de Montfort in 1264 reverted to the king a year later. Edmund became Earl of Lancaster. For most of the time the attention of the earls of Lancaster lay outside the locality and, as Susan Wright describes for a later period, their lands were mainly managed for them by local men.<sup>16</sup> However, during the reign of Edward II, when Thomas of Lancaster was a focus of opposition to the king, he may have had a greater interest in cultivating the support of the men of the locality. These variations in the strength of the position of the Ferrers and others were potentially of significant importance in the locality as will be shown later in this chapter and in chapter 6.

### 4.3 The Mayfield carucate.

Having set the scene I will now examine the apparent tenurial connections between the Ferrers and the Okeovers. The Okeover family held a carucate of land that ‘pertains, [*attinet*], to the manor of Mayfield’ for which they owed services to the Prior of Tutbury.<sup>17</sup> This was land that had been given to Tutbury Priory by Henry de Ferrers.<sup>18</sup> Direct evidence about the extent of this land and how it related to Mayfield is limited. Its approximate location, which was contiguous to the land at Okeover itself, is shown by the map below. Although this is based on the nineteenth-century parish boundaries there can be little doubt that the area shown is broadly indicative of the medieval boundaries as it includes the farmstead called the Woodhouses, still extant today, which was regularly mentioned in the cartulary and other contemporary deeds. The area of land in Mayfield held by the Okeovers was extended further at a later date as a result

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<sup>14</sup> See D. A. Carpenter, ‘The Second Century of English Feudalism’, *Past and Present*, 168, no. 1 (2000), pp. 58-59.

<sup>15</sup> *The Oxford Dictionary of National Biography*, <http://www.oxforddnb.com/view/article/47202>, seen 24 May 2017.

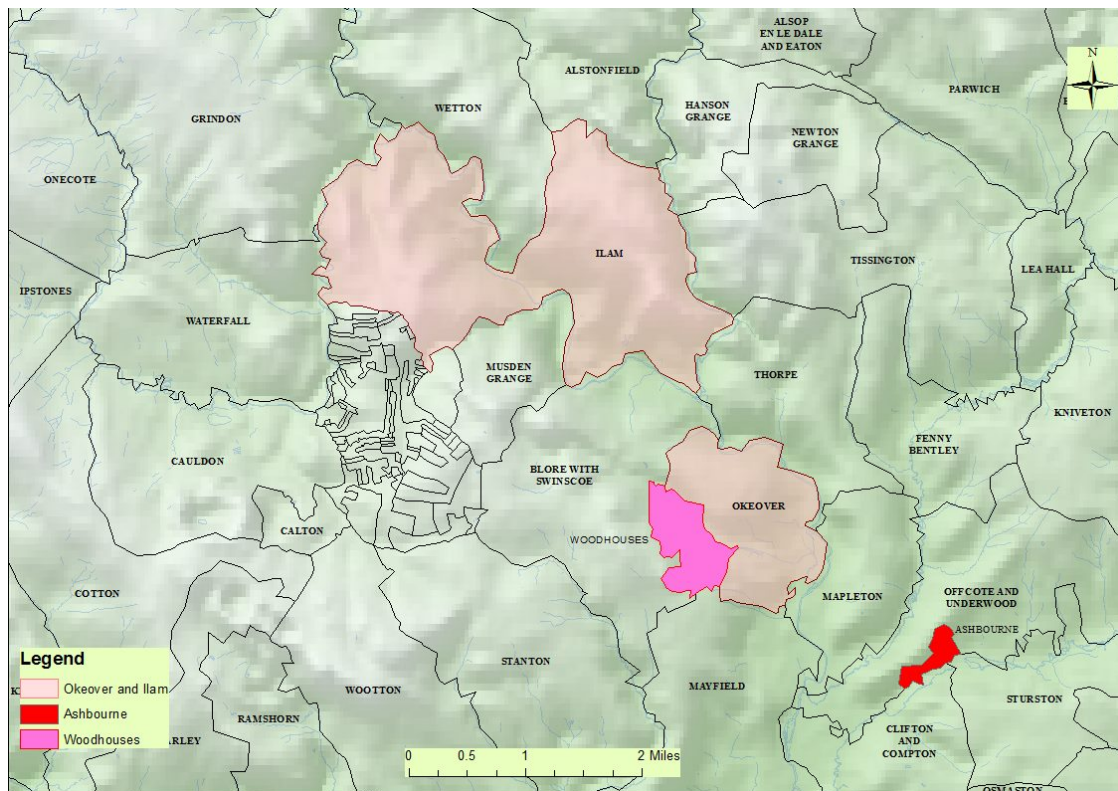
<sup>16</sup> S. M. Wright, *The Derbyshire Gentry in the Fifteenth Century* (1983), pp. 62-63.

<sup>17</sup> OC57.

<sup>18</sup> ‘Tutbury’, no. 51; OC57.

of a land exchange between the priory and the Okeovers allowing the latter to extend their park in exchange for land that had been part of Snelston.<sup>19</sup>

Tutbury Priory was founded by Henry de Ferrers before Domesday.<sup>20</sup> It was a dependency of the Benedictine Abbey of Saint Pierre-sur-Dives in Normandy.<sup>21</sup> Domesday records Mayfield and its dependencies under the king's holdings, though only one of the twelve ploughs was held in demesne.<sup>22</sup> If so, this would place the date of the gift of the relevant part of Mayfield to the priory between 1086 and the latest date for the death of Henry de Ferrers in 1100.<sup>23</sup>



**Diagram 4. 1 Okeover and the Mayfield carucate.**

<sup>19</sup> OC17.

<sup>20</sup> 'Tutbury', p. 5.

<sup>21</sup> *The Victoria History of the County of Stafford*, William Page, L. M. Midgley, J. G. Jenkins, M. W. Greenslade, D. A. Johnson, N. J. Tringham (London, 1908-), vol. 3, p. 331.

<sup>22</sup> *DB 24*, 1.23. There is no record of a grant of the village or manor to Henry de Ferrers though the priory did later hold the manor. There is no reference to the priory or Mayfield in the entry covering the *Inquisition Post Mortem* of Edmund of Lancaster. See *Calendar of Inquisitions Post Mortem and Other Analogous Documents Preserved in the Public Record Office* (London, 1904-), pp. 288-321.

<sup>23</sup> The number of surviving charters of William II recording grants to secular beneficiaries is very small. Absence of charter does not equate to absence of grant. The closeness of Henry's relationship to William II is unknown but there is no evidence that he was amongst the rebels of 1088. See Richard Sharpe, '1088 - William II and the Rebels', in John Gillingham (ed.), *Anglo-Norman Studies*, XXVI (Woodbridge, Suffolk, 2004) for a detailed study of the chronicle and charter evidence. Henry was one of the ten greatest lay magnates under William II and witnessed three of his charters: C. W. Hollister, 'Magnates and Curiales in Early Norman England', *Viator*, 8, no. 1 (1977), p. 72.

There is only one surviving record of a transaction between the priory and a member of the Okeover family concerning this carucate and this is a copy in the Okeover Cartulary of the grant by Prior William to Orm of Okeover.<sup>24</sup> This can be dated to between c.1125, when William was first recorded as Prior though this could have been earlier, and before Orm's death in c.1138.<sup>25</sup> Robert I de Ferrers, who is recorded as having been present and having approved the transaction granting the carucate to Orm, died in 1139. The document stated that

Willelmus Prior Tutt' et omnes monachi eiusdem loci concesserunt Ormo de Acovre et heredibus suis unam quadracatam terre que attinet ad manerium de Malefeld solutam et quietam sicut tenuit in diebus Henrici de Ferr(aris) et Engnulphi filii eius et Roberti de Ferraris et in diebus Herberti et Rad(ulph)i et Willelmi priorum.<sup>26</sup>

The document thus indicates that Orm held this land as far back as the time of Henry de Ferrers. It does not say directly that Orm had held it from Henry de Ferrers. The precise date at which Henry de Ferrers acquired a claim to Mayfield is unknown, but it was after Domesday at which time Mayfield was held by the king.<sup>27</sup> Henry de Ferrers' foundation charter for the priory records that he gave it, amongst other gifts, '... ecclesiam de Math' [Mayfield] cum decima et quicquid ad ecclesiam pertinet cum homine uno et Norbur' eodem modo...'<sup>28</sup> The man was not named but the details given are consistent with this being Orm who made his annual payment to the priory and whose occupation of his Mayfield carucate dated back at least to this time. The phenomenon of a church with a man attached to it was by no means unusual.<sup>29</sup> In many places the grant included a *villano* as opposed to a *homine*. Lennard identifies the villeins in these grants as tithe collectors. The amount of land that these men held varied between a few acres and two virgates. Orm held a carucate in Mayfield and this, together with the description of the man granted with the tithes of Mayfield as a *homo* rather than a *villanus* would be consistent with the duties that Orm provided in accompanying the prior.<sup>30</sup> Though other possibilities cannot be ruled out completely, it does seem very probable that Orm had once held his Mayfield carucate from Henry de Ferrers, albeit briefly and perhaps even before but also that his land had been in some way associated with the church in Mayfield.

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<sup>24</sup> OC57.

<sup>25</sup> William was first recorded as prior in a document dated 1125, a grant of Norbury to William FitzHerbert, 'Tutbury', no. 88. Norbury is located just south of Snelston and was one of the manors listed under Henry de Ferrers at the time of Domesday when a man named Henry held it (*DB* 27, 6.57). Henry was also a family name of the FitzHerberts so it is possible that they had held this land before. Henry de Ferrers had granted Norbury to Tutbury Priory some time after Domesday, recorded in the foundation grant of the priory, 'Tutbury', no. 51. There is no other evidence to date William's appointment as prior.

<sup>26</sup> OC57.

<sup>27</sup> *DB* 24, 1.3.

<sup>28</sup> 'Tutbury', no. 51. Math' is the short form of Mathelfeld or Mayfield and Norbur' for Norbury. The latter was amongst Henry de Ferrers lands in Domesday, see above.

<sup>29</sup> Reginald Lennard, 'Peasant Tithe-Collectors in Norman England', *The English Historical Review*, 69, no. 273 (1954), pp. 585-586.

<sup>30</sup> See below.

The grant of the Mayfield carucate was addressed to Orm *et heredibus suis*, the earliest date that these words, indicating heritability of the land, appear in the Okeover documents, though it did not include the phrase in *feudo et hereditate*. The next time the former words occurred in the cartulary was in a grant by Abbot Geoffrey to Orm of six bovates at Stretton dated 1130×1138, though this indicated that there had also been a previous grant by Nigel 1094×1114 made in ‘fee and inheritance’.<sup>31</sup> The words *heredibus suis* do, however, also appear in the grant of Norbury by William Prior of Tutbury to William FitzHerbert dated to c.1125.<sup>32</sup>

The deed concerning the Mayfield carucate is interesting for a number of other reasons. An element of the services required involved accompanying the prior to his meetings in Derbyshire and Staffordshire. This requirement is broadly similar to the services Orm’s successors owed to the abbot of Burton. William FitzHerbert of Norbury owed a similar service whereby he was to travel with the prior for his courts and meetings within the province of Tutbury.<sup>33</sup> Orm’s own participation was to be subject to his obligations to *aliis dominis suis*, ‘his other lords’. The use of the plural recognises that, apart from the prior of Tutbury, he had a lord or lords in addition to the abbot of Burton, to whom we know that he also owed services. This is also an example of a tenurial relationship that included a specific reference to a man and his *dominus* or ‘lord’.

The grant also contained details concerning the services Orm might owe if the lord of Tutbury was captured, married his eldest daughter, acquired land or had to recover the friendship of the king:

Et si dominus Tutesburie captus fuerit et Prior ad eum redimendum invenerit tantum dabit Orm de sua quadricata quantum ut una alia de feodo ecclesie simili modo ad maritandam primogenitam filiam domini et ad emendam terram et ad recuperandam amicitiam regis si amiserit.<sup>34</sup>

These requirements bear more than a passing resemblance to what later came to be known as ‘feudal’ dues or incidents. William FitzHerbert of Norbury faced similar obligations:

Et si dominus Tutesbir’ de capcione corpus suum redimerit vel primogenitam filiam maritaverit vel honorem suum reemerit et prior Tutesbir’ ad hec predicta ei auxilium concesserit, tunc Willelmus aut heres ejus priori competens auxilium secundum feodum suum exhibebit.<sup>35</sup>

What is significant about these requirements is the rather open ended commitment to provide a contribution to the expenses of the Ferrers in the specified circumstances. However, despite the similarity that the services bore to feudal incidents, we should not necessarily read into this the conclusion that this meant that the land was also subject to military service to the king. Tutbury Priory itself, as a post-Conquest foundation, had no *servicium debitum*. Whether Henry

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<sup>31</sup> OC14.

<sup>32</sup> ‘Tutbury’, no. 88.

<sup>33</sup> ‘Tutbury’, no. 88.

<sup>34</sup> OC57.

<sup>35</sup> ‘Tutbury’, no. 88.

de Ferrers held Mayfield by military service is unknown, but it is possible that he did and that this obligation could have passed to the priory with the land. The fact that both documents were silent on this point and on claims to wardship could be read either way. Nevertheless, when towards the end of the thirteenth century the Okeovers experienced problems with wardships, the earls of Lancaster, who had succeeded to the estates of the Ferrers, were not involved in the contest over the wardship of Roger of Okeover as would have been expected if this had been a grant for military service. This is anomalous; the origins of the holding and the annual rental suggest that it was a tenure that would later have been categorised as by socage, but the provision for payments of quasi feudal obligations to the tenant-in-chief are more akin to a tenure by military service. The foundation was confirmed under the *auctoritatem* of King William II.<sup>36</sup> The absence of any claim to later wardships by the priory would also be consistent with this land being then understood to be held by socage tenure. The early-fourteenth-century record in the cartulary contains what must have been Roger's understanding of the services he owed to the prior of Tutbury and recorded them as follows:

Item si dominus castri de Tottesbury fuerit inprisonatus ita quod redimi debeat vel eyneciam filiam suam maritaverit et petat ausilium de predicto priore tunc idem Rogerus talliabitur pro una carucata terre sicut et cetere carucate terre de feodo dicti prioris et ecclesie de Tottebur' talliantur.<sup>37</sup>

The terms are similar though possibly more limited with regard to the improvement of land and recovering the friendship of the king. This shows that these obligations still persisted at the beginning of the fourteenth century. However, there is no mention of these services in the extensive record of the 'Inquisition Post Mortem' into the estates of Edmund of Lancaster.<sup>38</sup>

A remarkable feature of OC57 is the composition of the list of those who were recorded as having witnessed it. This was a grant of a carucate of land within a village, not the manor, and as such cannot be regarded as having been a matter of significant importance. The list of witnesses, however, belies this impression. The first named was Robert de Ferrers I himself followed by a number of members of his family, including his son. This suggests that the transaction took place in or at the time of Robert's court. In total twenty-nine witnesses were listed.<sup>39</sup> Included amongst these were two generations of the descendants of Saswalo, his sons Hugh, a chaplain of Robert de Ferrers, Henry, Fulcher (named as Fulco in this document) and Ralph, as well as Fulcher's son Jordan.<sup>40</sup> The generations of this family crossed in only one other surviving charter when Abbot Geoffrey of Burton granted the services of Ralph son of Orm of Okeover to Jordan, a document in which Jordan's uncle Henry was named as the first witness after the monks, an indication of his importance. This latter document was dated between 1150 and 1159. Apart

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<sup>36</sup> 'Tutbury', no. 51.

<sup>37</sup> OC4.

<sup>38</sup> See above p. 117.

<sup>39</sup> 'Golob', p. 32.

<sup>40</sup> See previous chapter p. 84.

from the present document, Jordan did not appear as a witness to any of the charters of Burton Abbey or the Ferrers before 1150 and he would therefore have been a young man at this time. In addition, Robert fitz Walkelin, whose family held Atlow, later held by Robert I of Okeover, and William FitzHerbert of Norbury, also witnessed, as did other major tenants of Robert I de Ferrers, for example Robert de Livet and Walter de Somerville.

No other document issued by Robert I de Ferrers contains such a witness list though presumably not all survived. What is the explanation for the apparent level of interest in what was, on the face of it, a relatively unimportant transaction for what Golob rated as a minor family within the Ferrers sphere of influence? Is it possible that the Okeovers were of greater importance locally than is immediately apparent? Before considering this possibility we must first investigate the authenticity of the copy included in the cartulary.

Apart from the unusual composition of the witness list of OC57, there are other issues that this document raises. No original survives and the Tutbury Cartulary does not include a copy of it. The Okeover Cartulary copy is in a different hand and written with a different coloured ink to the documents that precede and follow it. It appears to have been copied at a later time either in a place specifically left for it, or in an inadvertent gap that had been left between sections, as this document does not relate to the preceding and following documents geographically or in any other discernible way.<sup>41</sup> The diplomatic in the document also raises questions particularly in respect of the use of *et heredibus suis* at such an early date; although the same words are included in the Norbury grant, 'Tutbury' no. 88, the wording of the documents differ substantially. The absence of other similarities between the wording of the two documents rules out the possibility that this early authentic document might have been used as a model for a later confection. The differences in the diplomatic could be explained if the Mayfield grant had been produced for the court of Robert de Ferrers rather than for the priory itself.

If it were the case that OC57 was a later confection, it would have been an attempt to provide written evidence in support of the history of the family's actual occupation of the land. There are many surviving documents that provide evidence that the Okeovers did hold land at the Woodhouses and elsewhere from Tutbury Priory.<sup>42</sup> The fifteenth-century Tutbury Cartulary shows that Robert II of Okeover was an established free tenant of the priory in the second half of the thirteenth century.<sup>43</sup> The statement provided by Roger of Okeover confirms the broad terms of the occupation as set out later in the Tutbury Cartulary. But did Sir Roger go further and confect OC57? A number of arguments suggest that we should be cautious before reaching this conclusion. First, OC57 is a far more elaborate document than OC10. For the latter, the creator

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<sup>41</sup> See diagram 2.1, p. 38. The document appears on the verso of folio 12 which is part of the third bifolio of quire 2.

<sup>42</sup> DRO D231M/E191, DRO D231M/T43.

<sup>43</sup> Extent of the priory's lands; 'Tutbury', p. 222.

relied on the witness list of an extant contemporary grant and merely set out to restructure some of the key terms that touched on the heritability of the land and to eliminate the possibility of the descendants of Jordan being reinserted into the tenorial chain. To create the list of witnesses in OC57, many of whom can be identified, would have required a detailed knowledge of the early-twelfth century, unlikely some two hundred years after the event. No surviving document of the time provides a basis for the selection of the names. The presence of families with known close associations with the Okeovers is not implausible.<sup>44</sup> If OC57 had been a confection, the construction of such a witness list as a fiction could be regarded as rather lacking in subtlety if compared to OC10, probably concocted earlier than the fourteenth century, which was based on an extant document modified only to a limited extent. The later insertion of OC57 into the cartulary text could be explained by the fact that the family did not have a copy of the original. As Saltman explains it is quite likely that the original deeds relating to Tutbury Priory were located in Normandy.<sup>45</sup> Given that Roger went to the trouble of obtaining copies of entries from Domesday we cannot rule out the possibility that he did the same for his Mayfield land. The Tutbury Cartulary itself was not created until the mid-fifteenth century at least a hundred years after Roger's death and it is possible that the original had been lost or damaged in the meantime.

The documentary practices followed by the Okeover family with regard to dispositions of land at the Woodhouses, part of the Mayfield carucate, are also instructive. There is a medieval copy of a grant made by Hugh I of Okeover, 1182×1220, to Roger of Okeover, perhaps his son or brother, of land at the Woodhouses previously held by Uviet.<sup>46</sup> This grant was made in the court of Okeover with witnesses such as Turgis of Ilam who were contemporary. The existence of a court at this time has already been demonstrated.<sup>47</sup> What is instructive here is that Hugh I was making use of his court at Okeover in order to make a transfer of land that lay within the extent of Mayfield. Reasons as to why he was able to do this are explained below when I examine the place of the Woodhouses in the wider landscape of the area. Later land transactions towards the end of the thirteenth century demonstrate that the Woodhouses did indeed lie within the manor of Mayfield though the transactions themselves were still executed by Roger of Okeover himself rather than involving the court at Mayfield or obtaining the approval of the chief lord of the fee. This may suggest a connection between the Okeover family and the contiguous land of the Woodhouses that may well predate the administrative arrangements in place at the end of the eleventh century as set out in Domesday. These transactions are examples of what would later come to be called sub-infeudation.

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<sup>44</sup> The same families were witnesses to Okeover family deeds recording transactions with Burton Abbey, see chapter 3, p. 106 ff.

<sup>45</sup> 'Tutbury', p. 3.

<sup>46</sup> DRO D231M/E191.

<sup>47</sup> See chapter 3, p. 90.

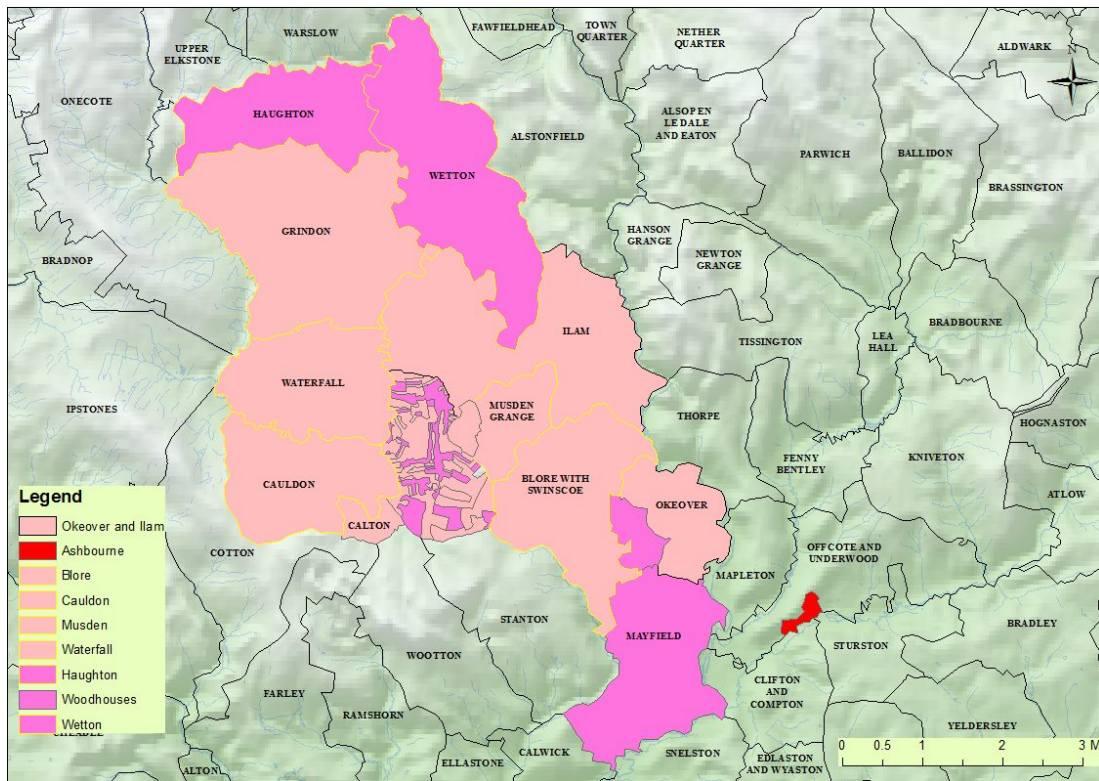
A comparison of the deeds for the Mayfield land of the Okeovers, held from Tutbury priory, with those for the land in Okeover and Ilam held from the Abbot of Burton reveal some interesting differences. There is a difficulty with this comparison created by the contiguity of the two areas of land and this necessitates an element of caution. However, in a number of deeds granting the Tutbury land it is possible to see the impact of Edward I's legislation *Quia Emptores* which required that the land be held from the chief lord of the fee. Even before the legislation, Tutbury land in Mayfield was granted on the basis that the grantees would be responsible for paying their share of the services due to the prior.<sup>48</sup> The grants relating to the land the Okeovers held from Burton Abbey provide no examples that require the grantee to provide services directly to the abbey. A reasonable explanation for this divergence in practice is that the Tutbury land pertained to a manor, Mayfield, that was held by the priory even though, probably for reasons of history, transactions in that land did not take place through the court at Mayfield or with the approval of the prior. The land at Okeover and Ilam was within the jurisdiction of the court at Okeover which was held by the Okeover family who were themselves the chief lords of that fee.<sup>49</sup>

It is possible that by taking the study of the landscape around Okeover and Ilam one stage further, and without unduly stretching its credibility, we might be able to see more clearly how the Okeover's occupation of the Woodhouses and the way they dealt with the land there might have fitted into a larger picture.

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<sup>48</sup> OC18, OC20.

<sup>49</sup> It is instructive that the heading inserted into the cartulary on the page containing OC57 refers to it in the context of the *mence* of Okeover.



**Diagram 4. 2 Mayfield and the parish of Ilam.**

The map shown as diagram 4.2 shows the putative area of the parish of Ilam as previously identified in diagram 3.3. The area of the parish of Mayfield, located immediately to the south of Okeover, and its chapelries, is identified on this map by the areas coloured bright pink. Mayfield had two chapelries at Wetton and at Haughton, within which lay Butterton. Both are located directly to the north of what has been previously identified as the probable ancient parish of Ilam. The map also shows that parts of Calton, other areas of which belonged to parish of Ilam, pertained to the parish of Mayfield. It takes little imagination to see from this map how Mayfield and Ilam together could have been parts of a larger coherent area within which lay Okeover and the contiguous area of the Woodhouses. An exercise of this sort is necessarily speculative and there is probably no way that we can discover how the underlying secular and ecclesiastical administrative structures were formed and later broken up. It does, however, add weight to the view that at the start of the twelfth century the association of the Woodhouses with Okeover was not necessarily of recent origin. If this whole area had indeed been a larger parish or estate, we do not know where its centre was or indeed where the church would have been but there are certainly well-known Anglo-Saxon remains at Ilam, whereas the church at Mayfield is more certainly of Norman origin.<sup>50</sup> Geographically, Ilam is also notable for its location in the valley of the river Manifold where it is protected by the surrounding valley sides. The one level

<sup>50</sup> Chapter 3 presents the case for the early establishment of the church and its attached land at Ilam.

approach up the Manifold from the south-east is narrow in parts and the river itself provides further protection. Ilam is a remote and spectacularly well protected location.

So what is it that we learn from the history of the Mayfield carucate? It is very difficult to establish the prior history of this holding with any certainty. We cannot rule out the possibility that the family held this land before the Conquest.<sup>51</sup> The possibility that the Mayfield carucate held by the Okeovers had been previously connected with the church in Mayfield must be considered. Lennard's article on tithe collectors does not consider the possibility that they could have been a more ancient legacy rather than being established by the Normans. Orm's holding in Mayfield probably predated the grant by Henry de Ferrers founding Tutbury Priory and may well have had its origins before the Conquest. The statement in the Abbot Nigel grant of Okeover to Orm which includes a reference to a 'noble family' supports the impression that Orm was a man with an already established status in the locality.<sup>52</sup> The possibility that, after the death of Eadwulf, Henry de Ferrers could have arranged with Burton to provide Orm with both Okeover and the Woodhouses as contiguous lands cannot be entirely ruled out. But if this had been the case, surely some indication in the written documents or at least a memory that the family's land had originated in this way would have survived. On the other hand, the contiguity of the Mayfield carucate and Okeover together with the possible tie between the carucate with the church in Mayfield, and also the speculation that the annual payment for Okeover itself was somehow connected with commuted tithes opens up other avenues of thought. Is it possible that the Okeover family had played some long term role in the protection of the church in the locality? It is only possible to speculate as only the remnants of ancient arrangements can be glimpsed in the sources that remain. But they are no more improbable than the thought that the Normans were responsible for creating them. It also remains interesting that Hugh I disposed of his land in the Woodhouses, part of the Mayfield carucate, with his own grants indicating that he managed the whole area as one unit suggesting that whoever had held the land before may have done the same. It is difficult to infer from this any sense of the existence of a common and coherent set of practices with regard to the disposition of land. There also remains a question mark over the authenticity of OC57 which, though it seems more likely that it was authentic, cannot be decisively resolved. If the witness list is taken at face value, the number and status of those listed might be taken as indicating that Orm was an important figure in the locality. Even if OC57 is not authentic it might well be taken as showing the family's own assessment of its social position and this would be supported by the marriages that they made.<sup>53</sup> This is certainly consistent with the impression gathered in the previous chapter. At Burton, Orm and

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<sup>51</sup> Earl Algar held Mayfield before the Conquest.

<sup>52</sup> BL Loan 30, fol.17.

<sup>53</sup> See later chapter 6.

Ralph were alone amongst the other tenants in the status of the individuals who were present to witness documents recording their land transactions.

#### 4.4 The case of Callow.

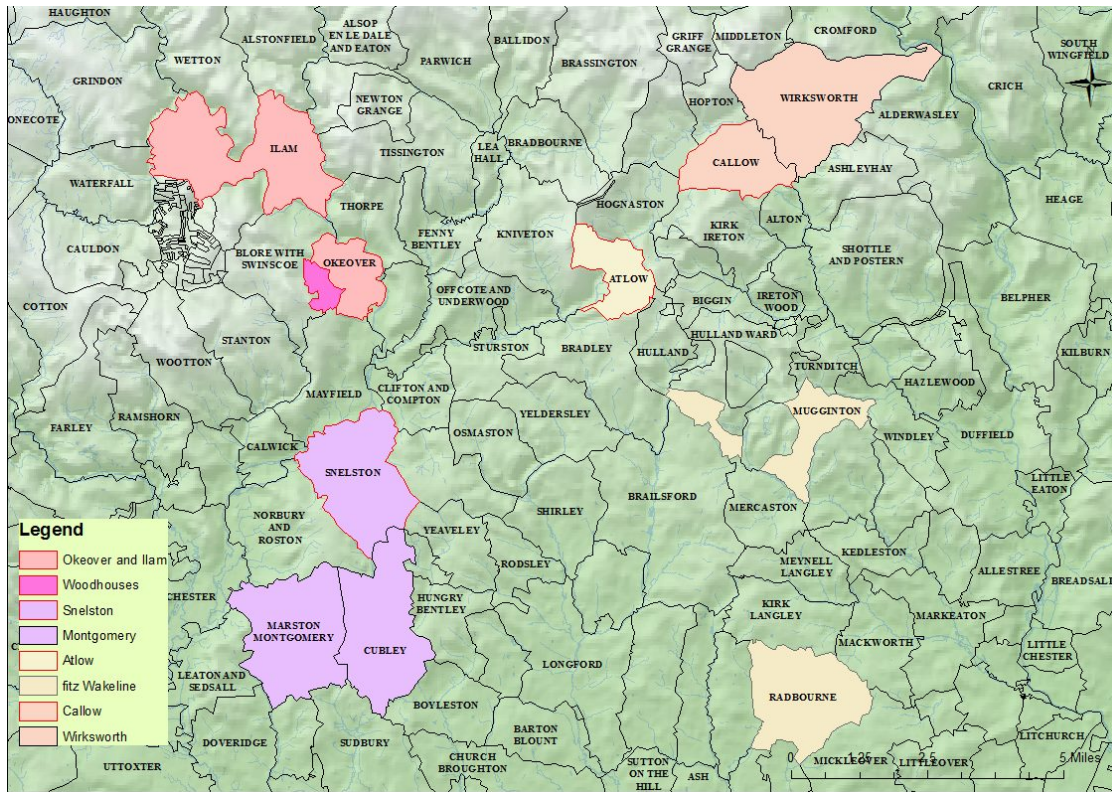


Diagram 4.3 Okeover family manors.

The Okeovers were also associated with the Ferrers in relation to land the Okeovers held at Callow. The earliest surviving record copied in the cartulary that concerns Callow is a writ-charter of Robert II de Ferrers stating that he had granted, *concessisse*, Callow to Ralph of Okeover. This transaction is difficult to date precisely but probably occurred before 1155.<sup>54</sup> In order to untangle the basis for this holding it is necessary to explore the geographical and administrative background. Callow, was located approximately seven miles to the east of Okeover and was an attachment of the royal manor of Wirksworth as shown in diagram 4.3. Wirksworth was also the centre of a soke and of one of the Derbyshire wapentakes and was listed in Domesday as a royal manor with Callow as one of its dependencies.<sup>55</sup> By 1129 Robert I de Ferrers held Wirksworth together with its soke and wapentake at farm.<sup>56</sup> The Pipe Rolls indicate

<sup>54</sup> See OC134.

<sup>55</sup> *DB* 27, 1.13.

<sup>56</sup> Robert I held the soke of Wirksworth in 1129/30 for £80 though presumably this may have continued. *Pipe Roll 31 Henry I*, Green, p. 7. Robert I died in 1139 and was succeeded by his son Robert II who died in 1159: 'Golob', p. 32. Robert was referred to as earl in the writ charter OC132.

that Robert II lost Wirksworth early in the reign of Henry II.<sup>57</sup> By 1155 it was in the hands of Robert de Piro sheriff of Derbyshire, though at this date it was not yet part of county farm. The writ for the holding at Callow must therefore have been issued before Robert de Ferrers lost the farm of Wirksworth in 1155. Robert de Piro was also incidentally the earl's seneschal another indication of the closeness of the Ferrers to the county governance.<sup>58</sup>

Earl Robert de Ferrers addressed his writ to ‘...omnibus hominibus et amicis suis Francitis et Anglis et omnibus hominibus de soka Wyrk[esworth]...’ stating that that he has granted Callow in chief to Ralph and his heirs. There is no indication of the circumstances under which this grant, the first recorded reference to this holding, was made.

It is relevant to understand what this grant may tell us both about the origins of the Okeovers and about relationship between the Okeovers and the Ferrers. The question to be answered is whether this was a new grant of land, as opposed to the confirmation of an existing holding. To determine this it will be necessary to consider the authority upon which Robert may have been acting. Was he disposing of land that he himself held on his own account or was he acting as the holder of the farm of Wirksworth?

As a dependency of Wirksworth, Callow would have been part of the soke. Most of Robert II de Ferrers's charters were issued in the form of a writ. Here, the address including the men of Wirksworth suggests that this was a grant related to the soke or jurisdiction of Wirksworth rather than to a holding of land that had previously been in the hands of Robert de Ferrers himself. Wirksworth was not one of Robert II's permanent possessions and he lost the farm shortly after Henry II became king. Most of the lands known to be held by the Ferrers themselves can be found listed amongst the possessions of Edmund Earl of Lancaster in 1297.<sup>59</sup> Even though Robert issued a writ concerning Callow, Callow does not appear in the list of manors or other holdings belonging to the honour of Tutbury later held by Edmund. There is one holding in Caldelowe, Callow, amongst Edmund's other holdings but this is for a rent of two pence and so is very unlikely to be for the Okeover manor there.<sup>60</sup> There is only one reference to a holding in Wirksworth and this is not the farm of the manor or wapentake.<sup>61</sup> This may have been an omission, but it would have been unusual for a manor granted in chief to be overlooked. Further, during Roger of Okeover's minority there was no attempt by the Earl of Lancaster to get involved in his wardship, again an indication that Callow was probably not amongst lands held from the earl for military service and on which he held a claim. Compared to other charters issued by Robert II de Ferrers, the Callow writ-charter is conspicuous by its brevity. There is

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<sup>57</sup> ‘Golob’, p. 166.

<sup>58</sup> Robert de Piro was one of the witnesses to the writ-charter. ‘Golob’, vol. 2 p. 413, gives his dates as seneschal as 1155×1162. Earl Robert II was dead by 1159.

<sup>59</sup> *IPM*, vol. 3 pp. 288-321.

<sup>60</sup> *IPM*, vol. 3 p. 291.

<sup>61</sup> In relation to ‘1/20 of a knight's fee held by Robert Cortemaunche’. *IPM*, vol. 3 p. 313.

no reference to a previous holder of the manor at Callow. There is no indication that this was a grant from Robert's fee. There is no indication that the land was to be held from the earl himself.<sup>62</sup> There is no mention of a price paid for the acquisition of the land. Further there are no other indications that Ralph of Okeover was otherwise close to the Ferrers. The previous chapter showed indeed that Ralph's services had been held by Jordan fitz Fulcher, the latter himself being a tenant of the Ferrers. Ralph did not witness any surviving Ferrers charters, which it would have been reasonable to expect if the grant of Callow had been a reward for services he had rendered directly to Robert de Ferrers. No one of these omissions is conclusive on its own, but none suggest that Robert II was making a first time grant to Ralph of Okeover in return for his services. It is reasonable to suppose that holders of land in the soke of Wirksworth could have looked to Robert II, as holder of the farm of the soke, for written confirmation of some of the landholdings within the soke. On the face of it, it seems most likely therefore that Ralph was concerned to obtain a written record confirming an existing holding, perhaps in view of the fact that Robert II was about to lose the farm.

The next document in the cartulary relating to Callow is a confirmation grant of the vill of Callow to Hugh I of Okeover, Ralph's son, which was made by William II de Ferrers and can be reliably dated after 1203 when King John granted William II the manor of Wirksworth and its wapentake in fee farm, which had been lost by his grandfather.<sup>63</sup> The opening words of this grant are as follows:

Sciant omnes presentes et futuri quod ego Willelmus de Ferraris comes Derby concessi et hac carta mea confirmavi Hugoni de Acoure et heredibus suis totam villam de Caldelowe cum omnibus pertinenciis suis sine omni diminucione et detrimento. Tendend' de me et heredibus meis sibi et heredibus suis iure hereditario libere quiete et integre. Reddendo inde annuatim mihi et heredibus meis .xx<sup>ti</sup>. sex solidos firme albe et unam marcam argenti de cremento de denario numero.<sup>64</sup>

Again we need to understand the basis of what was expressed as a confirmation and that William's authority for making it was ostensibly based on his holding the farm of Wirksworth. This deed sets out the services owed for the land in much greater detail. The grant of land was made by hereditary right for the service of a cash payment. The payment of twenty pence a year to be quit of contributions to defects in the walls in the wapentake is of particular interest. It is likely that an obligation for such dues pre-dated the Conquest. The Anglo-Saxon *Rectitudines Singularum Personarum* specifies that a thane should, amongst other requirements, 'be liable for the building and repair of town walls'.<sup>65</sup> This provides a basis for believing that the tenure of

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<sup>62</sup> 'Golob', vol. 2 no. 18 is an example of such a grant for military service.

<sup>63</sup> *Rotuli Chartarum in Turri Londinensi Vol.1, pt.1: ab anno MCXCIX ad annum MCCXVI*, ed. T. D. Hardy (1837), p. 108.

<sup>64</sup> OC133.

the manor of Callow was of ancient origin and was originally held by a man of thegnly status. It is impossible to tell if this was an ancestor of the Okeovers but this possibility cannot be ruled out. Hugh was liable for mill dues and suit of court in Wirksworth. He also had to attend one ploughing and one sowing except in respect of his own carucates. Finally, he was to pay half a mark towards the cost when the king raised a tallage on his own manors.

What were the claims that William de Ferrers held over the land that he was granting? On the face of it one might assume that a person who was making such a grant would be disposing of that which was his to grant. The starting point for answering the question is, again, an examination of the administrative structures. As the holder of the farm of Wirksworth William de Ferrers was responsible for making an annual payment to the county for the revenues in the form of annual payments for service and other taxes and levies raised from the occupants of this royal manor and wapentake.<sup>66</sup> What claims did the holder of the farm have over the manor of Callow? The inclusion of the king's right of tallage in the payments due from the holder of Callow indicate that Wirksworth remained a royal manor. Other men who held land within the manor would in turn have rendered services, similar to those required from Hugh, that contributed to the farm paid. Holding the farm did not necessarily imply that William de Ferrers had a claim, even a residual one, to occupy and use any of the land that fell within the boundaries of Wirksworth, its soke or its wapentake. We have already seen that King Henry II had been able to remove the farm of Wirksworth from Robert II de Ferrers and the farm then reverted to the county farm collected by the sheriff. As mentioned above, neither Wirksworth, nor any of the lands lying within its boundaries that had been the subject of grants by the Ferrers during the time that they held Wirksworth, can be found amongst the holdings of Edmund of Lancaster. From this it is reasonable to infer that the claims held by the Ferrers over the manor of Wirksworth as a consequence of the grant to them of the farm did not necessarily include what was conceived to be an interest in the demesne over all land within the manor, though they might have attempted to take whatever advantage they could from the position they occupied.

Golob, whose thesis studied the Ferrers and who also considered this question, held an alternative view which he reasoned as follows. In 1251, William III was granted free warren on all his demesne in Derbyshire.<sup>67</sup> Golob continued: 'Free warren was granted in all four manors of Wirksworth soke...' He therefore concluded that

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<sup>65</sup> 'Rectitudines Singularum Personarum', ed. Thom Gobbitt, in *Early English Laws*, <http://www.earlyenglishlaws.ac.uk/laws/texts/rect/view/#edition,1/translation,1> (Seen 12 August 2016), section 1, The law of the thegn.

<sup>66</sup> In King John's time the render for Wirksworth with Ashbourne was £80 annually; *The Rolls of the 1281 Derbyshire Eyre*, ed. Aileen Hopkinson (Chesterfield, 2000), p. 183 n. 3.

<sup>67</sup> 'Golob', p. 64.

William III's demesne in these can only refer to that he and his father held at fee farm by the 1203 charter. Thus the extent of that grant was such that it included not just the two largest manors or the wapentake court but the lordship of the entire wapentake.<sup>68</sup>

Golob does not define what he means by 'lordship' here but seems to imply some claim over the whole of the land of the soke, which was, it must be remembered related to a royal manor. However, the terms of King Henry's grant are somewhat unclear. What was granted was free warren in his demesne lands in various specified manors and to read this as implying that all the land in the manors was his demesne is stretching the meaning of the text.<sup>69</sup> This interpretation of Golob's implied definition of lordship here is also consistent with his assertion that the Okeovers, amongst others, 'suffered in the loss of the Wirksworth soke.'<sup>70</sup> The suggestion that the Okeovers lost Callow when the Ferrers lost the soke can only be taken to mean that Golob saw the original grant of Callow to Ralph and the subsequent grant to Hugh I as examples of tenurial patronage, rather than as an exercise of local jurisdictional power in relation to an existing Okeover hereditary holding. This is an important distinction.

Later events further confirm what has been argued above, that the position was not as clear as Golob suggested. It is also important to be aware that the answer to the question as to the composition of the claims of the holder of the farm may not necessarily have been entirely clear to the participants at the time. Amongst the suits recorded in the rolls of the 1281 Derbyshire eyre is one presented by the twelve jurors of Wirksworth concerning the 'feoffees of the Earl de Ferrers and his ancestors in the county of Derby which the earl held in chief of King Henry'.<sup>71</sup> Subsequent entries attempt to explain the position of these so-called 'feoffees' of the earl who may well have received grants similar to the grant of Callow to Hugh I of Okeover. It was confirmed that Edmund of Lancaster held the wapentake of Wirksworth. In a parallel example of similar complexity, a further case examines Edmund's interest in Spondon, a 'king's manor in ancient time', now held by him. Edmund confirmed that he 'held nothing in demesne in that vill but in fee and service of freemen, also liberties, namely view of frankpledge, assize of bread and ale, gallows, waif, infangthief and blood-shedding.'<sup>72</sup> From these explanations it is apparent that Edmund held claims to exercise, and presumably profit from, certain rights of taxation and other jurisdictions. We can also see clearly that he made no claim to hold any demesne in Spondon. But he did claim to hold the fees and the services of freemen in the vill. He therefore seems to be making a distinction between a claim to ownership of the the land, the demesne, and a claim to receive the payments, services and other obligations owed by freemen occupying land. The record notes '[t]here is to be *discussion with the king.*'

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<sup>68</sup> 'Golob', p. 64.

<sup>69</sup> *Calendar of the Charter Rolls Preserved in the Public Record Office* (London, 1903), vol. 1 pp. 373-374.

<sup>70</sup> 'Golob', p. 173.

<sup>71</sup> *The Rolls of the 1281 Derbyshire Eyre*, Hopkinson, no. 716.

<sup>72</sup> *The Rolls of the 1281 Derbyshire Eyre*, Hopkinson, no. 720 and no. A55.

A further test as to whether the grant of Callow was of land over which William de Ferrers held claims beyond those of the services specified would be to examine the terms of the grant to Hugh I and to consider the composition of Hugh's claims to Callow, which were described as both hereditary and 'libere quiete et integre'. A more careful look at the context of the holding at Callow reveals the existence of a final concord dated April 21 1203 that may also be helpful. This recorded an agreement between Peter son of Ralph and his wife Alice and Hugh I of Okeover and concerned sixteen bovates of land at Callow.<sup>73</sup> The parties agreed as follows:

... quod predictus Hugo recognovit totam predictam terram cum pertinenciis esse jus et hereditatem ipsius Alicie et pro hac recognicione et iure et concordia predicti Petrus et Alicia concesserunt predicto Hugone et heredibus suis predictam terram cum pertinenciis Habendam et tenendam de eis et de heredibus Alicie annuatim reddendo unum sperverum sor(um) vel duos solidos ad festum sancti Jacobi pro omni servicio salvis domini regis serviciis et consuetudinibus que terra illa debet et solet facere ad manerium de Wirkewoade que prefatus Hugo et heredes sui aquietabunt versus dominum Regem pro predicta Alicia et heredibus suis.<sup>74</sup>

A number of interesting points emerge from this record. The first is that, in contrast to the confirmation of Callow that Hugh I received from William de Ferrers, this document is a fine recorded in the *curia regis*. Sixteen bovates, equivalent to two carucates was a relatively substantial area of land. The construction of the agreement confirms in two distinct ways that what Hugh of Okeover held at Callow was what we might understand as the manor together with claims to manorial justice. This is consistent with the earlier grant of Callow to Hugh's father Ralph *in capite*. Hugh explicitly recognised Alice's hereditary claims to the land in question, which makes reasonable sense if he himself held the claims of justice over the land. The person who held the land itself had an obligation for services and customs due to the king in respect of the manor of Wirksworth and, in taking over the land itself, Hugh was to acquit Alice and her heirs of this obligation. Hugh having confirmed Alice's claims to the the land, Peter and Alice then granted the land to Hugh to be held from themselves for the annual payment of an unmewed hawk or two shillings. This transaction therefore strongly suggests that the parties were acting on the basis that they understood that there was a distinction between a claim to an area of land lying within the manor and the claim to manorial justice over the same land. If it had been the case that Hugh, as the holder of the manor, had been regarded as having a residual claim to occupy any land that formed part of the manor, why would it have been necessary to confirm this transaction in such a convoluted way? Under such circumstances he would simply have been reacquiring land that was his anyway. The confirmation was also necessary to validate the claim to Hugh's annual service in respect of the land.

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<sup>73</sup> It is not known whether Peter son of Ralph and Alice were related to the Okeovers in some way. The fact that Alice was joined in the action suggests that the holding may have descended through her family interest. Ralph of Okeover had a daughter Alice who was the sister of Hugh I but there is no other evidence to show specifically whether this was the same Alice. (OC16)

<sup>74</sup> OC141.

What is interesting about this transaction is that we see at the level of the manor of Callow the same distinction between claims to justice over land and claims to occupy and use the land itself that appear to have been operating in relation to the wider soke of Wirksworth, though we do need to bear in mind the possibility that the niceties of these distinctions were not necessarily observed scrupulously at all times by all parties.

We can learn a little more about the grant that William II de Ferrers made to Hugh I by comparing it with grants by William II to other members of the Okeover family. Between 1217 and 1224 he made a gift, grant and confirmation to Geoffrey of Okeover, brother of Hugh I, and his heirs for their homage and service of Great and Small Hayfield.<sup>75</sup> The word ‘gift’ did not appear in the grant of Callow suggesting that Hayfield was a new grant of land. Significantly also this gift was for the service of a fifteenth part of a knight’s fee. This would appear to indicate that William in turn owed military service on this land and so had at some time held the land himself. This deed also sets out in some detail the boundaries of the land involved again an indication that this may have been a new arrangement.

Similarly between 1217 and 1220 William II made a gift, grant and confirmation to Ralph of Okeover and his heirs for his homage and service of the mill at Idridgehay with some associated land, again for the service of a fifteenth part of a knight’s fee.<sup>76</sup> The location of the land was described as, in this case, were the identities of the previous occupants of the land. This was therefore a new grant to Ralph of land over which William II held a direct interest.<sup>77</sup> This Ralph was probably another son of Ralph of Okeover and brother to Hugh I and Geoffrey or alternatively a son of Hugh I.<sup>78</sup> Both Geoffrey and Ralph were witnesses to at least one other charter of William II de Ferrers and so may well have served him directly, a reasonable position for younger sons to have been in. Indeed, as will be shown later, Geoffrey was much more closely involved with the Ferrers interest.

Thus the grants to Geoffrey and Ralph by William II de Ferrers were for their homage and service and were for military service. There was a careful specification of the lands involved.

<sup>75</sup> OC135.

<sup>76</sup> *Derbyshire Feet of Fines, 1323-1546*, ed. H. J. H. Garratt (Chesterfield, 1985), no. 716 records that Joan widow of John de la Launde acknowledged that a mill at Hedricheshay [Idridgehay] along with the manor of Callow to be the right of Richard son of Richard Foljambe and Elizabeth his wife. Elizabeth was Joan’s daughter. ‘Extracts from the Plea Rolls of Edward III and Richard II, A.D. 1360 to A.D. 1387’, *Collections for a History of Staffordshire. Volume XIII* (London, 1892), p. 188. In the middle of the thirteenth century Callow had been given by Hugh I of Okeover to William de la Launde and Hugh’s daughter Lucy on their marriage. See chapter 6.

<sup>77</sup> Idridgehay appears in the IPM of Edmund of Lancaster amongst the holdings belonging to the honour of Tutbury: *IPM*, p. 300. There is no mention of Hayfield.

<sup>78</sup> Ralph of Okeover turns up witnessing some charters relating to the earl of Chester in Lincolnshire at about this time. *The Charters of the Anglo-Norman Earls of Chester*, Barraclough, no.s 442-444 dated between 1233 and 1252, the lateness of these dates suggesting that this Ralph was more likely to have been a son as opposed to a brother of Hugh I.

They were expressed as gifts as well as grants. In the case of Ralph the deed identified the previous holders of the land he was given. All the circumstances suggest that the gifts to Geoffrey and Ralph were new and in return for their service to William II as knights or in some other way, whilst the grants of Callow to Ralph [I] and Hugh I were of land that the family had held previously. Wrottesley thought that this was land held in socage. All the indications are that he was correct in this attribution.<sup>79</sup> As in the case of Okeover and the land at Stretton there are also indications that this land originated from a pre-Conquest holding. There is no documentary evidence to prove that the Okeovers held Callow before the Conquest but the contextual evidence, particularly the obligation to pay for the maintenance of the walls, is consistent with their having done so.

A point that needs to be considered is the choice that landholders such as the Okeovers were able to make as to whom to turn in order to authenticate their landholdings in writing at a time when it was becoming more and more important to be able to produce such written confirmations. Possibly this was a particular problem with land held within a royal manor. Robert II de Ferrers himself may have been seen as carrying more weight than the court in Wirksworth, which is perhaps why we see his writ and the confirmation of his grandson.

#### 4.5 Charter witnessing.

The previous sections have shown that with the Mayfield carucate and Callow the relationship between the Okeovers and the Ferrers may not have involved direct tenurial links in the sense that these were probably not grants of land that the Ferrers had held directly themselves. An additional method that can be used to gauge the closeness of the relationship between the Okeovers and the Ferrers is to identify the number of occasions on which the Ferrers or their officials were involved in Okeover transactions either as grantors or as witnesses and conversely the number of times Okeover family members witnessed Ferrers transactions.

The Ferrers themselves were involved in ten of the deeds recorded in the Okeover Cartulary. Robert I de Ferrers was party and witness to the grant made by William Prior of Tutbury to Orm of the carucate in Mayfield.<sup>80</sup> Robert II de Ferrers issued a writ confirming that Ralph, Orm's son, held Callow as described above.<sup>81</sup> William II de Ferrers was party to eight deeds, in four of which he was the grantor and in the other four the first witness. William II confirmed Hugh I of Okeover's holding of Callow, gave Hayfield to Geoffrey of Okeover, Hugh's younger brother, for a fifteenth of a knight's fee, and the mill at Idridgehay to Ralph, another of Hugh I's relatives, again for a fifteenth of a knight's fee, and later provided a quit claim excusing Robert I of Okeover from the court services he owed at Sutton. This related to the court of the

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<sup>79</sup> 'WO', p. 9.

<sup>80</sup> OC57.

<sup>81</sup> OC134.

Appletree Wapentake and arose from Robert I's holding at Atlow.<sup>82</sup> The four deeds that William II de Ferrers witnessed all related to Snelston: the deed in which Hugh I granted Snelston to his brother Geoffrey, which we will see had been the subject of a dispute between Hugh I and William de Montgomery, one of the leading holders of Ferrers lands;<sup>83</sup> an exchange of land in Mayfield between the prior of Tutbury and Hugh I;<sup>84</sup> a grant by Geoffrey of Okeover of land in Snelston;<sup>85</sup> and a quit claim by Robert of Stanton in favour of Geoffrey in relation to woods in Snelston.<sup>86</sup> It is not clear precisely why William II was involved as witness to these deeds. The Montgomerys held Snelston by military service from the Ferrers.<sup>87</sup> However, the position at Snelston was complex. As we will discover in chapter 7 Hugh I had been in dispute with William de Montgomery concerning his holding there. The Ferrers involvement may have been designed to defuse a disagreement between two families close to their power base. The date of these Snelston transactions during the reign of King John may also be significant. Alternatively it is possible that the initiative came from Hugh I himself in an attempt to invoke the authority of the earl in sealing the arrangements made with regard to Snelston. In this regard it is important to be aware of the closeness between the Okeover family and some of the officials of the Ferrers, which will be outlined below.

Okeover family members were only occasional witnesses to Ferrers charters. Hugh I, Geoffrey and Ralph II did participate occasionally in the court or household.<sup>88</sup> As with the Ferrers participation in Okeover deeds this involvement centred on the time of William II de Ferrers. The participation of the Okeover family was infrequent as compared to other families. In other generations of the Okeovers, only Orm, who witnessed the agreement between Robert I de Ferrers and Abbot Geoffrey of Burton, can be found. In this case he may well have been present as a tenant of the abbey rather than one of the men of Robert I.

With two exceptions, only William II de Ferrers was directly involved in Okeover deeds, either making grants or witnessing. On the one hand this involvement may add support to Carpenter's view, which he based very much on Golob's thesis on the Ferrers, that this was evidence for what he described as a second century of English feudalism.<sup>89</sup> There seems little doubt that William II was a powerful and respected figure in the locality and his participation in Okeover deeds may well have reflected an exercise of that power. On the other hand it must be questionable whether his participation, or that of his court, was on each occasion necessarily

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<sup>82</sup> OC136.

<sup>83</sup> OC94. See below in chapter 6 for further details.

<sup>84</sup> OC17.

<sup>85</sup> OC94.

<sup>86</sup> OC104.

<sup>87</sup> *Liber Niger*, p. 219.

<sup>88</sup> 'Golob', vol. 2 no.s of calendared deeds for Hugh I: 94, 101, 142. Geoffrey: 94, 168. Ralph II: 181.

<sup>89</sup> Carpenter, 'The Second Century of English Feudalism'.

the result of any direct tenurial interest he held in the landholding that was subject to the transactions, though as noted above there were cases when there was such an interest. It is important to remember that this was a time when the practice of creating written records of secular transactions in land was still developing and was gradually becoming more common. It is reasonable to hypothesise that landholders were working out the most effective way to obtain a reliable written authentication of their lands and land transactions. Further, at this formative stage, we should not assume that the use of local legal practitioners was established. The evidence shows that Hugh I was prepared to make use of other means of establishing the authenticity of a transaction using for example enrollment in feet of fines, as in the case of his acquisition of land at Callow.<sup>90</sup> So his use of the court or perhaps the administration of William de Ferrers may have reflected the ability of that court to offer the necessary services, perhaps coupled with the thought that the authority it provided might also be helpful in his attempt to sort out his disagreements with William de Montgomery.<sup>91</sup> Further support for the argument in favour of reasons based on availability, convenience and authority, as opposed to any 'feudal' obligation are provided by the close relationships that the Okeovers developed over time with men who acted as seneschal to the Ferrers.

#### 4.6 The earl's Seneschals.

Robert of Ashbourne was seneschal to the Ferrers. Golob suggests the approximate dates of his service were between 1231 and 1232.<sup>92</sup> As steward, Robert witnessed only two of the charters that William II de Ferrers granted to members of the Okeover family, a quit claim excusing Robert I of Okeover from the court services he owed to the wapentake of Appletree for his holding at Atlow and a quit claim of Robert of Stanton in favour of Geoffrey of Okeover.<sup>93</sup> This, however, does not give any real impression of Robert of Ashbourne's involvement with the Okeover family. Altogether he witnessed seventeen of the charters copied into the Okeover Cartulary. Further, there was a strong tenurial link between Robert of Ashbourne, who came to hold the manor of Bradbourne, with the Okeovers who held four bovates of land there. Finally, Robert of Ashbourne married Ellen the daughter of Robert I of Okeover and the couple were given the manor of Callow, so Robert also became a tenant of the Okeovers.<sup>94</sup>

It is possible to find further clues about the relationship between Robert of Ashbourne and the Okeovers and the extent to which it was based on his close ties to William II de

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<sup>90</sup> OC136.

<sup>91</sup> An alternative view could be that it was William II who took the initiative in sorting out a dispute between two substantial local figures. We cannot be sure where the initiative for such dispute resolution would come from.

<sup>92</sup> 'Golob', vol. 2 pp. 412-414, bases this on charters in which there was a clear indication that Robert acted in the role of steward but he was close to the Ferrers for longer than this.

<sup>93</sup> OC136, OC104.

<sup>94</sup> OC139.

Ferrers from an examination of the deeds that Robert witnessed for the Okeovers. Of these seventeen deeds, Robert witnessed one for Hugh I, eleven deeds in the time of Robert I, four for Hugh II and finally one for Matilda de Grendon the widow of Geoffrey of Okeover, Hugh I's younger brother. This indicates that Robert's involvement mainly centred on Robert I of Okeover appearing as witness to eleven of the twenty-four deeds for which witness lists survive during the time of Robert I. We should wonder whether Robert of Ashbourne's involvement reflected a possible assertion of tenurial power by the Ferrers. This can be tested by looking at the geographic distribution of the seventeen deeds he witnessed. Fourteen relate wholly or partly to land that was located in Derbyshire, which was where the majority of the Ferrers's holdings lay. Of these, six relate to a variety of smallish holdings acquired in Parwich by Robert I and Hugh II. Parwich was a royal manor at the time of Domesday and was not known as land in which the Ferrers had a direct interest. Five deeds were for land in Snelston and these involved Geoffrey of Okeover, younger brother of Hugh I, or Geoffrey's wife. The Montgomerys held a mesne interest in Snelston from the Ferrers. One of the deeds involved is very instructive. This involved the transfer of claims to common held by Matilda de Grendon, the widow of Geoffrey of Okeover, to her son Roger of Okeover. The first witness to the quit claim was lord William of Montgomery reflecting his interest in Snelston and the second was lord Robert of Ashbourne. More significantly the final witness was William Morell, as the bailiff of the hundred of Appletree.<sup>95</sup> This strongly suggests that the deed was produced on the occasion of a meeting of the hundred court. The Ferrers did hold the hundred, or wapentake, of Appletree but it is significant that it was the local hundred court, rather than the honorial court of the Ferrers, that was chosen for carrying out this transaction. The final Derbyshire holdings were Atlow, where the descendants of Robert fitz Walkelin were mesne tenants of the Ferrers, and Ashbourne. The three holdings that lay outside Derbyshire related to land in Staffordshire. These are: a deed relating to Sheen, land held from the Verdun family, to which Robert of Ashbourne as the earl's steward was the first witness;<sup>96</sup> a grant made by Hugh II of land at Okeover to William de Venables for which Robert of Ashbourne was again the first witness; and an agreement between Hugh II and Laurence of Burton dated 1247 in relation to the tithes and necessaries in the territories of Okeover and Sheen settling a case in the ecclesiastical court.<sup>97</sup> The second of these Staffordshire deeds related to land that the Okeovers held from the prior of Tutbury and this might just explain why Robert of Ashbourne, with his connections to the Ferrers, was involved. Overall, however, given that Robert's participation was primarily during the time of Robert I of Okeover, it seems far more likely the relationship had a different basis.

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<sup>95</sup> OC82.

<sup>96</sup> OC40.

<sup>97</sup> OC148.

Who was this Robert of Ashbourne? Saltman suggest that Robert was the son of Leuenald of Ashbourne.<sup>98</sup> This, however is only one possible conclusion to be drawn from these surviving documents. There is, however, a possibility that he succeeded the rector of Bradbourne.<sup>99</sup> Later he acquired land at Bradbourne and the manor. His career suggests that he had studied the law and became an early professional lawyer. He witnessed numerous charters besides those in the Okeover Cartulary.<sup>100</sup> He was witness to seventeen surviving Ferrers charters. In an early one of these he appears as the last witness identified as Robert of Ashbourne, clerk. In six Ferrers charters he is the first witness and in five of these he is named as seneschal.<sup>101</sup> He also acted as a local justice. In 1237, the fine rolls record in relation to Nottinghamshire ‘Cecilia of Edingley gives the king half a mark for the amercement in which she was amerced before Robert of Ashbourne and his associates, justices, concerning a tenement in Edingley.’<sup>102</sup> Robert of Ashbourne served as a junior justice in the *curia regis* in a number of cases in the absence of two others on the Somerset eyre in 1243.<sup>103</sup> He was also involved in the governance of the county serving as under-sheriff of Derbyshire and Nottinghamshire.<sup>104</sup> Robert of Ashbourne married Ellen the daughter of Robert I of Okeover. He was succeeded by his nephew Henry of Ashbourne.<sup>105</sup> Henry’s son was known as Roger of Bradbourne.

Taken together the evidence suggests that Robert of Ashbourne was an early example of a professional lawyer.<sup>106</sup> Whilst Robert had strong connections with the Ferrers family this does not entirely explain his importance in the locality. He bridged the gap between the honour and local justice and administration, eventually becoming involved as a minor justice of the king’s court. He was evidently of significant use to William de Ferrers and though he held Bradbourne from the Ferrers he was not wholly dependent on them. So far as the Okeovers were concerned, it seems that Robert acted as the family lawyer for Robert I and ended up as a family friend

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<sup>98</sup> ‘Tutbury’, no.s 129, 153 and 229.

<sup>99</sup> Reasons for this unusual possibility are explored in chapter 6, p. 192 which provides further information on his history.

<sup>100</sup> See indexes of *Kniveton*, ‘Tutbury’, *The Cartulary of Dale Abbey*, ed. Avrom Saltman (London, 1967), *The Cartulary of Darley Abbey*, ed. R. R. Darlington (Kendal, 1945).

<sup>101</sup> ‘Golob’, vol. 2 no. 181.

<sup>102</sup> *CFR*, Henry III 21/204, 22 July 1237.

<sup>103</sup> *CRR* vol XVII 1242-1243, p. xii.

<sup>104</sup> *CFR*, 313 3 June 1236. Marwell. ‘Because the king has been given to understand that Robert of Ashbourne, who was the [under-]sheriff of Ralph fitz Nicholas for the counties of Nottinghamshire and Derbyshire, is so infirm that he cannot personally come to render his account, order to the barons of the Exchequer to receive Hugh le Bel and William of Darley, clerks of the aforesaid Ralph, for this.’

<sup>105</sup> ‘Tutbury’, no.185.

<sup>106</sup> See Paul Brand, ‘The Origins of the Legal Profession’, *Law and History Review*, 5 (1987), pp. 36 ff., for a discussion of the development of professional lawyers which he locates to the reign of Henry III. Brand’s main interest centres on the royal courts; he found little evidence of the development of professional lawyers outside London until the reign of Edward I (*ibid.*, p. 40). This then is an early counter example.

and his son-in-law. Whilst tenurial ties played a part in these relationships they were only a part of the story.

Robert of Thorpe was another seneschal of William III de Ferrers. He was married to Hawisa of Okeover, probably the sister of Hugh II and the couple were given land in Swinscoe.<sup>107</sup>

#### 4.7 Conclusion

This chapter has examined the evidence that touches on the vertical links between the Okeovers and the Ferrers, the most powerful local family. Chapter 6 will study in more detail the horizontal relationships between the Okeovers and other families closely associated with the Ferrers. It should be noted that the available evidence is in relation to or incidental to transactions involving tenures. It is also necessary to bear in mind that the instances of such transactions are not evenly distributed over time and become more frequent as time goes on as practices that incorporated the creation of a written record of such transactions became more routine. Nevertheless some general, if tentative, conclusions can be drawn from this evidence. Relations with the Ferrers were important to the Okeover family, but over time they were also quite variable, complex and nuanced.

The intensity of the relationships varied from generation to generation. This impression is more than just a result of the uneven distribution over time of the surviving documents. A magnate would need to establish and maintain mutually advantageous relationships with leading families in a locality in order to manage his position both in relation to the king and with other competing magnates with interests in the same locality. For a family such as the Okeovers, who can be shown to have significant local landholdings, such variations in the intensity of the relationship with the Ferrers might imply either that they could exercise a degree of choice in the extent to which they associated with local magnates or that the focus of attention of magnates to matters in the locality varied over time. Hugh I and Robert I of Okeover and William II de Ferrers were probably closer than was the case in other generations. William, a strong figure locally, remained loyal to King John and subsequently to Henry III. For much of the time William was the predominant magnate locally with both the earldoms of Chester and Leicester in abeyance or eclipse for at least part of this time. William was in any case married to a sister of the Earl of Chester. This suggests that there may have been a mutual interest in establishing a close relationship at this time. Following the death of William II there is less evidence of regular contact between the Okeovers and his elderly son William III or the unpredictable Robert III.

Carpenter has attributed the strength of the Ferrers in the hundred years after 1166 to feudal power that is power emanating from their holdings of land and the associated control that this gave them over the men who held land from them.<sup>108</sup> This attribution is based on the assumption

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<sup>107</sup> OC50, OC51.

<sup>108</sup> Carpenter, 'The Second Century of English Feudalism', p. 30 ff.

that a tenurial relationship provided a magnate with an element of social control over his tenants. This might have been associated with either the arrangements for succession involved in tenure by military service or a sense of obligation resulting from the patronage exercised by the magnate or his predecessors in granting the land in the first place. This chapter has suggested that the power that a magnate could exercise was also contingent on his relations with the king and with other magnates with interests in a locality, not to mention the importance of a viable male heir. It also provides evidence indicating that it is also possible to over-estimate the role that tenure itself might have played in the exercise of power through vertical relationships. Tenure itself involved considerable complexities. In the case of the Okeover lands at the Woodhouses, part of the manor of Mayfield, and Callow, a dependency of the royal manor of Wirksworth, both seem to have been inherited and so did not come with any obligations of gratitude for past patronage. Both Mayfield and Callow were, or were associated with, royal villages where the Ferrers had been granted a farm over the village. In both cases, the origin of the holdings, so far as the Okeovers were concerned, was most probably pre-Conquest. Their service obligations were of a kind that would later be classified as socage being largely in the form of cash payments. Established tenures of land by socage in a royal vill involved different relationships between the parties to the tenure than did holdings by military service as there were different considerations with regard to succession and particularly wardship.

Some of the practices and procedures for recording transactions were still being worked out. At a time when it was becoming important for landholders to be able to produce written authentication of their claims they were also experimenting in how to obtain the required documentary evidence. The category and origin of the landholding also played a part in this and also in determining relationships between holders on the ground and those they might look to to authenticate their holdings. Similarly, as holders of the farm to a royal village, the Ferrers were in principle in a different relationship to the village than if they had held it as a manor in demesne. In practice of course, this is a distinction that may not always have been scrupulously observed. Nevertheless, the position of the manorial lord in relation to such socage holdings was jurisdictional rather than proprietary. It is reasonable to suppose that this distinction was important not least in shaping the expectations of the Okeovers, as the holders of the land on the ground, with regard to the working of the relationship. From their point of view, they would have been engaged in an exercise to obtain written confirmation of what they regarded as rightfully theirs and the important question would have been how to achieve this. As holders of the farm, the Ferrers might possibly have been disposed to decline such a request on whatever grounds, legitimate or otherwise, they could find. In the case of both the Mayfield and Callow holdings this does not seem to have been the case. In any case the legal reforms of Henry II made it more difficult for magnates to resist the claims of free men who now had recourse to the *curia regis*. We do not know of course how much the Okeovers had to pay for their written confirmations.

The document for the Mayfield land at least suggests that the confirmation was made with some ceremony with wide support from other associates of the Ferrers.

A family like the Okeovers with multiple landholdings with differing origins would also have different priorities to take into account in the management of their lands. The Okeovers did not use the Ferrers connections exclusively for their land transactions. Arguably their main connection with Tutbury was not even with the Ferrers themselves but with Robert of Ashbourne who, though he was close the Ferrers and acted as their seneschal for a time, also acted widely as an early professional lawyer in the locality. Robert eventually became a minor king's justice. He also married the daughter of Robert I of Okeover. These implications will be studied further in chapters 6 and 7 which look at the issues the Okeovers faced in providing for family members, the wider social networks in which they participated and the implications of family alliances for the power that could be exercised by a local magnate.

## 5 Managing resources.

### 5.1 Introduction.

In this chapter I will examine, insofar as the evidence allows, the economic factors that were relevant to the Okeover family in the management of the resources available to them. The particular question to be addressed is what the Okeover as lesser landholders ‘expected to get out of their estates and how they expected to do it.’<sup>1</sup> The period of time covered by the cartulary also raises the question as to how the economic activities changed over time and the extent to which these changes were consistent with wider economic changes noted over the same period of time. I first look at the local geography of Okeover and Ilam, which is far removed from that found further to the south on the Midland plain, and investigate any evidence that may indicate the extent to which this affected the patterns of agriculture in Okeover and its locality.<sup>2</sup> At the beginning of the twelfth century, Orm of Okeover operated in a locality where fee-farms and services designated in money were well established. I will set the scene in terms of the external income that the Okeovers and others in the locality might have received to provide the money they needed to meet these service payments.<sup>3</sup> Some of the income the Okeovers required was generated in the form of payments they received from other landholders in Okeover and Ilam. I will also investigate the type of agriculture that would best be sustained in the locality. Apart from crops and animal husbandry, the family had a variety of other activities that could be used to generate income: there is evidence of mills, fishponds and deer parks, but despite holding the manor of Callow near Wirksworth, no direct evidence that they were involved in lead mining. There is some limited evidence concerning the operation of the field structures but this is not sufficient to allow any comparison between the manors. It will also be relevant to look for evidence as to economic development during the twelfth and thirteenth centuries. Previous authors have been much concerned with the related questions as to the policies of major ecclesiastical landholders with regard to farming out their manors as opposed to managing them directly. Okeover and Burton have provided evidence used in this debate and this evidence is re-evaluated with greater weight placed on the local context. For the Okeovers an important question is if and how they went about increasing their income and how they might have taken produce to market in exchange for money. The documents in the cartulary span the two hundred years of the twelfth and thirteenth centuries. To what extent do they provide useful examples of

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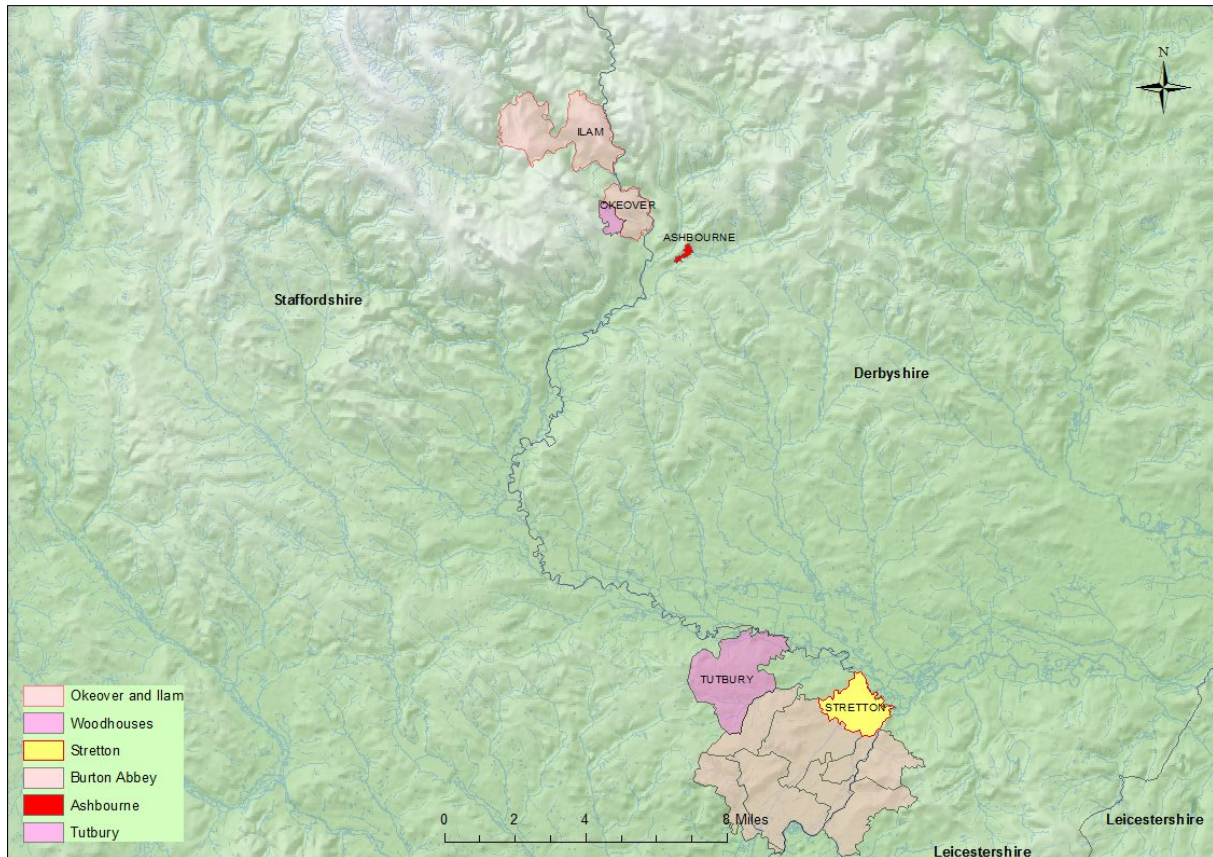
<sup>1</sup> Carpenter, *Locality and Polity: A Study of Warwickshire Landed Society, 1401-1499*, p. 153. Coss in his study of the Multons of Frampton addresses a similar question: Coss, *The Foundations of Gentry Life*, chapter 5, p. 75 ff.

<sup>2</sup> Mark Bailey, ‘Beyond the Midland Field System: the Determinants of Common Rights over the Arable in Medieval England’, *Agricultural History Review*, 58, no. 2 (2010) for example explains the important distinction in terminology between the open fields and rights of common.

<sup>3</sup> Bruce M. Campbell and Ken Bartley, *England on the Eve of the Black Death: An Atlas of Lay Lordship, Land and Wealth, 1300-49* (2006) are concerned with the fourteenth century and beyond but provide a useful basis for categorising the different sources of seignorial income.

how seignorial agriculture developed over that time? The evidence is somewhat erratic but does show a fairly consistent interest in increasing agricultural output in the examples of assarting, enclosure, newly ploughed land and marling. Some of this evidence also indicates an increasing pressure on the available land, probably as a result of the increases in population and this is also supported by the regular boundary disputes that appear in the records.

## 5.2 Local geography.



**Diagram 5. 1 Location map of Okeover.**

Okeover, Staffordshire, lies on the western side of the fast-flowing River Dove about two miles from where the river emerges from the steep sides of Dovedale at the southern end of the Peak District. For some miles north and south the river forms the border between Staffordshire and Derbyshire to its east. To the north lie the rugged hills and deep river valleys of the white peak. To the west is high and sparsely occupied moorland. To the south and east the hills gradually ease towards the Trent valley. This is a land of dispersed settlements rather than the nucleated villages that characterise the open fields of the Midland plain. Though the land favours animal husbandry it is nevertheless possible to see widespread evidence of arable farming in the remnants of areas of ridge and furrow ploughing and strip lynchets both in the valleys but

also on quite steep hillsides.<sup>4</sup> The closest town to Okeover is Ashbourne, a royal manor at the time of Domesday.<sup>5</sup>

We can learn something about the agricultural structure at Okeover and Ilam from the early-twelfth-century surveys of the land of the abbey of Burton upon Trent.<sup>6</sup> The surveys were undertaken on behalf of Abbot Geoffrey and they do tell us considerably more about the underlying occupation of the abbey lands than was available in Domesday approximately thirty years before. The second Burton survey, A, c.1126, described Orm as holding Okeover and Ilam, except for land pertaining to the church, at farm. There was a carucate of inland at Okeover and a further two bovates of warland was held *in dominio*, making approximately 150 acres altogether, and not untypical for the size of a demesne.<sup>7</sup> The remainder of the warland was occupied as follows: a carucate held by Lewin for his service and six bovates occupied in two-bovate units by three other tenants, each paying fifteen pence per annum, a total of 3s. 9d. There were also three cottagers in Okeover each owing one day's service weekly. The miller in Okeover paid four shillings each year. In Ilam apart from the land attached to the church there were sixteen bovates held as follows:

<b>Name</b>	<b>Bovates</b>	<b>Payment pa.</b>
Tedwi	2	24d.
Lewinus Gup	2	16d.
Other Lewin	2	16d.
Ulwardus faber	1	16d.
Huningus	1	12d.
Griffin	1	12d.
Bertrich	7	6s.
Total	16	14s.

The miller in Ilam paid ten shillings a year. The payments listed for all the villagers in Okeover and Ilam amounted to 31s. 9d. and this amount was presumably payable to Orm.

According to the measurements given in the surveys, the land area recorded at Okeover amounted to three carucates plus the land of three cottagers. At Ilam there were three carucates and a further eighteen acres in the three crofts that were held by the church. This amounted to a total of six carucates and eighteen acres. It is useful to compare these recorded areas with the areas of the 1851 parishes of Okeover and Ilam which were 833 acres and 2,898 acres respectively.<sup>8</sup> A carucate was the equivalent of approximately 120 modern acres and a

<sup>4</sup> See W. E. Wightman, 'Open Field Agriculture in the Peak District', *Journal of the Derbyshire Archaeological and Natural History Society*, 81 (1961). The examples cited include the Okeover manors of Atlow and Callow.

<sup>5</sup> *DB 27*, 1.14.

<sup>6</sup> 'Burton Surveys'.

<sup>7</sup> See Coss, *The Foundations of Gentry Life*, p. 78 where he discusses the size of the demesne farm of the Multons. Demesne farms averaged 150 acres in the first half of the fourteenth century.

<sup>8</sup> The amounts have been obtained by measuring the areas of the polygons provided by the 1851 parishes database and using ArcGIS software for the measurement.

bovate fifteen acres. In terms of actual areas, Okeover covered the equivalent of just under seven carucates and Ilam just over twenty-four carucates. Taken at face value these figures suggest that at the start of the twelfth century less than 30% of the land area of Okeover and only 13% of that in Ilam were directly attributed to landholders. These areas do not include woodland. By way of comparison, the Domesday record for Okeover and its dependencies showed land for two ploughs and woodland half a league long and three furlongs wide. Taking a league as three miles, this woodland would have measured as 360 acres or exactly three carucates. The total area of land recorded in Domesday thus amounted to five carucates. Comparing the two carucates of cultivated land shown in Domesday with the six carucates and eighteen acres shown in survey B indicates either that substantially more land had been occupied in the twenty-eight years between Domesday and the date of survey B, 1114, or that the Domesday figures were significantly understated. If both the Domesday and the survey areas were correct and measured on a comparable basis, then it would indicate that about four additional carucates had been occupied over this time. There was little recorded change in the ten years between surveys B and A.

A number of factors might go to explain the difference between the figures for land occupation in the twelfth century and the measurements of land area based on 1851 parish boundaries. The 1851 parish boundaries can only be taken as a very approximate indication of the boundaries that had existed over seven hundred years before, some of which may not even have been agreed. We should not take these units of measurement used in the eleventh and early in the twelfth centuries as being exact. They may have reflected variations in the quality of the land in terms of its suitability for different agricultural uses. The parish of Ilam in particular is cut by the deep and steep-sided river valley of the Manifold. The hill-top sites of Throwley and Castern are much more exposed and inhospitable terrain with limestone outcrops in Throwley and merging into moorland at Castern. In addition not all of the land would have been occupied or cultivated. Later in the chapter we will be looking at the boundary disputes that showed how neighbouring landholders beginning to push up against each other into areas that may well have been previously unoccupied or woodland lightly grazed and hunted over.

The point of this exercise is not, however, to attempt to provide precise numbers for the areas of land occupied at the time. On the contrary, what the large differences between the various sets of figures show is that the sources touching on land occupation in the twelfth century provide extremely imprecise data. The comparison based on the use of the 1851 parish boundaries serves to demonstrate that a considerable proportion of the actual area of land was not directly accounted for in the early records. It reinforces the view that it is not yet possible at this time to think of land in terms of precisely measured areas in undisputed ownership.

The dispersed settlements within the area attributed to Okeover and the size of some of the holdings relative to the Okeover inland and land held *in dominio* must be taken into account

when considering how the Okeovers went about the management of their lands. The amount of land at Okeover attributed directly to the Okeovers was not significantly greater than that held by Lewin, one of the other landholders there, though, as is shown elsewhere in the thesis, Okeover was not the only place where the Okeover family held land. The total of a hundred and fifty acres that the Okeovers occupied themselves is not enormous in modern terms though it would, presumably have been sufficient to produce a reasonable surplus, particularly bearing in mind the quantity of land in the vicinity that was not accounted for and which might reasonably be expected to have been available for grazing or other forms of exploitation. It is important to recognise also that, at the time, some of the other men who held land within the extent of Okeover and Ilam were relatively substantial free men. We have heard of men such as the families of Turgis of Ilam and Robert son of Robert of Castern who both owed suit of court to Hugh I in Okeover in the latter half of the twelfth century.<sup>9</sup> The Meverels of Throwley, which also lay within the parish of Ilam, were another substantial family and regular witnesses of Okeover charters.<sup>10</sup> No documents have survived that indicate directly whether this witnessing might have been connected with their attendance at the court of Okeover, though this is a possibility. A feature or consequence of the dispersed pattern of settlement was that the free men who occupied the dispersed farmsteads were, relative to the Okeovers who held the farm of Okeover, perhaps more independent and powerful than might have been the case within the confines of a nucleated village. The obligation to pay money renders as opposed to labour services would also have increased the sense of independence.

Further information about the field systems where fields were not enclosed or parked is relatively sparse. As mentioned the landscape today certainly shows the remnants of open field farming.<sup>11</sup> No systematic survey is available but for example, the valley floor in Ilam shows such remains but they also appear on more exposed hillsides. The exchange of land between Hugh I and the prior of Tutbury mentions the *campos* or open fields of the next door village of Mayfield.<sup>12</sup> A deed by which William of Grendon granted Hugh II of Okeover twenty-six and a half acres from his demesne in Snelston is exceptional in the detail that it contained. The twenty-six acres were dispersed in eleven small packages ranging in area from three rods to five acres. There is, however, no uniformity in the areas of the various locations. The pertinent common rights, liberties and easements within Snelston were included.<sup>13</sup> What is particularly relevant here is that it was demesne land that was so dispersed.

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<sup>9</sup> BL Loan 30, fol. 118<sup>f</sup>.

<sup>10</sup> OC13, OC29, OC30, OC36, OC44, OC47, OC51, OC52, OC101, OC103, OC110, DRO 231M/T11, DRO 231M/T42.

<sup>11</sup> John Barnatt, 'Chatsworth: Archaeological Landscapes and Local Distinctiveness Through Time', *Archaeological Journal*, 166, no. 1 (2009), pp. 128 and 139, indicates that open field farming was widely practised in the Peak District.

<sup>12</sup> OC17.

<sup>13</sup> OC75.

### 5.3 Sources of income.

Later in this and the next chapter I will discuss the obligations for both annual services and other purposes that the Okeovers needed to settle by means of money payments. The Okeovers would have needed to generate the money required to meet such payments. Some of their requirement for money would have been met from the payments that other landholders in Okeover and Ilam were obliged to make to them. The Burton surveys indicate that annual payments to Orm from the occupants of Okeover and Ilam that amounted to 31s. 9d., more than enough to meet the annual obligation payable to Burton Abbey for Okeover itself.<sup>14</sup> This, however, is to beg a further question as to how these tenants obtained the money to meet their own obligations. Additionally, if other occupants of land in Okeover, and indeed other tenants of Burton Abbey, were generating some money income to meet their own obligations, it seems very unlikely that the Okeovers were not doing the same. With a carucate of inland and a further two bovates of land *in dominio* it is certainly possible that there would have been surplus production. Together, this would suggest that the Okeovers and other larger tenants were making use of local markets or customers to exchange some of the surplus for money. The possible location of such markets will be discussed below.

There is limited evidence at this early date of the quantities, mix and price of the agricultural output produced. The documents in the cartulary contain some information pointing towards the type of activities that the Okeovers were engaged in. It is, however, subject to serious limitations. Any such evidence is only a by-product of the main purpose of the documents concerned. There is no way of knowing the extent to which it is representative of the overall economic activity at any particular time. It provides even more limited evidence of changes over time because the available recorded instances over time rarely relate to the same activity or location, making any comparison difficult.

With these limitations in mind it is nevertheless possible to gain at least an impression as to how the local economy may have worked. We have seen that, though the landscape around Okeover and Ilam is likely to have favoured animal husbandry rather than arable production, there is significant evidence of arable farming. Direct evidence that would indicate how far the actual balance of outputs of arable crops and animal husbandry favoured the latter is limited. In 1278 Robert II of Okeover owed to Letitia the widow of Alexander the merchant of Ashbourne three sacks of wool, a debt significant enough to be secured by a pledge of four bovates of land.<sup>15</sup> This does indicate both a significant level of wool production and also engagement in trade in wool. There were local fulling mills in both Okeover and Snelston, an indication that

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<sup>14</sup> See above. Sawyer, 'The Wealth of England in the Eleventh Century', p. 153.

<sup>15</sup> OC126, original D231M/T135. Though it would not have been unusual for products such as wool to have been sold forward on a routine basis, the existence in this case of security in the form of a pledge is probably an indication of financial distress. See chapter 7 p. 200.

there was significant cloth production, probably from the local wool.<sup>16</sup> The Okeovers were not the only sheep farmers locally. In 1322 Roger of Okeover was in trouble for taking the sheep of the Earl of Lancaster.<sup>17</sup> Earlier evidence is scarcer. There is also evidence that pigs were grazed in the woodland at Snelston.<sup>18</sup> However, we should not take this evidence too far. There was evidently arable production as well. The remnants of strip field farming patterns are visible particularly at Ilam and even on the edge of the semi-moorland at Castern. Further, where documents concerning boundaries touch on grazing rights, these specify that such rights obtain only after the harvest has been brought in, indicating that there was mixed arable farming and animal husbandry.<sup>19</sup>

The documents in the cartulary provide an indication of the importance of mills in the local economy. There was corn milling, which also implies arable farming. The River Dove, which is fed from the hills of the Peak District, provides a considerable and generally reliable source of power. Domesday makes mention of a mill at Okeover and thirty years later there were mills at both Okeover and Ilam.<sup>20</sup> Some twenty-five of the cartulary documents concern or make mention of mills. These relate to the establishment, location, function and enforced use of mills for corn milling.

One document provides quite detailed information about the acquisition of land, easements and rights of mill dues for the establishment of a water mill at Snelston.<sup>21</sup> This concerns land in Snelston that William of Grendon granted to Hugh II of Okeover, 1241×1269.<sup>22</sup> By this deed Hugh acquired a piece of land called Mulnestead located on the River Dove. The name of the place suggests that it may have previously been used as a site for a mill. On the land acquired, Hugh was permitted to construct a mill and a house for the miller. He was also allowed to construct a mill pond and connect the pond to the River Dove through whatever part of William's *dominico* he chose. At this time William must still have been lord of a manor in Snelston, a right he later also sold to Hugh's son Robert II.<sup>23</sup> The document also recorded the establishment of the right to access the mill via a road that would allow carts and wagons. The deed specified that the occupants of seven virgates of land would be required to owe their dues to the mill and

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<sup>16</sup> OC93 and D213M/E7.

<sup>17</sup> 'WO', p. 33.

<sup>18</sup> OC144, a final concord between Geoffrey of Okeover and his wife Matilda and William de Montgomery 25 June 1231.

<sup>19</sup> OC145.

<sup>20</sup> Burton surveys B and A. See Richard Holt, *The Mills of Medieval England* (Oxford, 1988) and John Langdon, *Mills in the Medieval Economy : England, 1300-1540* (Oxford, 2004) who provide figures for the distribution of mills early in the fourteenth century but it is difficult to see these as reliable when it comes to Staffordshire.

<sup>21</sup> OC78.

<sup>22</sup> OC78. This is one of a series of transactions between Hugh and William which are considered in more detail in chapter 7 p. 201 ff.

<sup>23</sup> OC90.

also mill their grain at a cost of one-sixteenth of the grain milled. Along with this went a right to distraint those who failed to observe the obligations to make use of the mill. Finally, William undertook that neither he nor his ancestors would build any water or wind mill nor do anything else that would impede Hugh's rights to the mill dues.

This was a remarkably full description of the arrangements for establishing the rights to build and profit from the construction of a water mill. The document is an interesting example of restrictions placed on trade within a manorial community and also on an attempt to create a local monopoly. Some virgate holders at least were required to make use of the mill though we should certainly not assume that this obligation applied to all the local landholders. The total area of the 1851 parish of Snelston was 2,216 acres. Seven virgates would only have accounted for a nominal 210 of these acres or roughly 10%. A number of factors might have accounted for this difference. First, the medieval boundaries may have differed from the 1851 parish boundaries. Whilst there were disputes about the boundaries between Snelston and Cubley in particular, the order of magnitude of this difference is such as to rule out the possibility that it is even largely explained by subsequent adjustments to the boundaries. Second, not all the land was necessarily under cultivation and there is evidence of both woodland and a park though the areas involved are unknown. Third, some of the land was open to common grazing, though there is evidence that some at least of this became enclosed over time. Fourth, not all of the land in the village may have been subject to mill dues. Snelston does not seem to have been a typical nucleated village. It consisted of three manors at the time of Domesday and chapter 7 will show that the complications which this implied probably persisted.<sup>24</sup> The attempt to create a local monopoly was perhaps of greater relevance to other local landholders, though the power of the waters of the Dove almost certainly meant that there were other mills within reasonable distance. References to the dues to the mill at Snelston persist both in later charters and in the list of rentals for Snelston compiled for Roger of Okeover.<sup>25</sup>

This was not the first mention of a mill at Snelston. When in c.1207 Hugh I transferred all his land at Snelston, with certain minor exceptions, to his brother Geoffrey, the site of a mill and a mill pond was included.<sup>26</sup> Geoffrey, however, was to compensate Hugh if he suffered any damage because the mill or pond caused the field next to the mill to flood.

The existence of restrictions on freedom of choice as to the use of mills was a feature of the medieval economy. However, we should not be too quick to take the arrangements made between Hugh II and William of Grendon as a representative example. Chapter 7 will explore further the complex relationship between Hugh II and William and the history of the land that the Okeovers held in Snelston.<sup>27</sup> Hugh II was a man of some considerable power in the locality

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<sup>24</sup> See p. 208 ff.

<sup>25</sup> OC85, OC1.

<sup>26</sup> OC99.

and by this time was or had been sheriff of Stafford and Shropshire. For reasons that are difficult to determine, William of Grendon's position was probably weak. This arrangement might well reflect some of the disparity in power between these two men.

This careful and detailed agreement in relation to the mill at Snelston does perhaps suggest that Hugh II was actively engaged in increasing the economic output of his lands. Another possible indication of this is the marriage of his daughter to John the son of Henry of Ilam and the relation of this to the mill at Ilam.<sup>28</sup> Later, John and Amicia granted the mill in Ilam to Hugh.<sup>29</sup>

The rate of mill dues varied from place to place. Whilst the rate for the mill at Snelston stood at one-sixteenth of the grain milled, Hugh I's mill for land that lay in the Mayfield carucate charged one-twentieth of the grain as did Hugh's mill located at Sheen.<sup>30</sup> The differences in the rates charged would be one good reason for efforts made to enforce the obligations on occupants of land where the charges were greater than elsewhere. The rate charged at Snelston itself also varied as Hugh II granted a virgate of land in Snelston to John the clerk for which the rate to be charged for corn milled was one-twentieth of the grain. The reason for this variation is difficult to determine.<sup>31</sup> It is possible that John who was witness to a number of Okeover charters was given a favourable rate. Alternatively Hugh might have discovered that over-charging in relation to his other mills was counter-productive.

Despite the presence of the River Dove with its powerful flow not all the mills in the locality were water powered. Indeed the deed that established Hugh II's right to build a mill at Snelston specifically excluded any competition that would be created as the result of building a windmill in Snelston. An exchange of land between Hugh II and Hugh of Coldwall showed that there was a windmill at Coldwall which is located close to Okeover.<sup>32</sup> The windmill at Coldwall, within the extent of Okeover and Ilam, also shows that a mill was not necessarily the prerogative of the manorial lord, in this case Hugh II himself. It is not possible to arrive at any sensible estimate of the distribution of mills around the countryside. Certainly the Okeovers had mills at their manors of Okeover, Snelston, Atlow and Sheen and a mill relating to the Mayfield carucate. On the other hand the manor of Callow owed mill dues to the nearby royal manor of Wirksworth.<sup>33</sup>

The function of water mills also varied. We know that by the start of the fourteenth century at least the mill at Okeover functioned as a fulling mill.<sup>34</sup> This does not feature in Carus-Wilson's

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<sup>27</sup> See p. 199.

<sup>28</sup> OC33.

<sup>29</sup> OC32.

<sup>30</sup> OC18, OC29.

<sup>31</sup> OC93.

<sup>32</sup> OC25.

<sup>33</sup> OC133.

<sup>34</sup> DRO D231M/E7.

list of fulling mills.<sup>35</sup> It is also a relatively early example of a fulling mill operated by a lesser landholder as opposed to a royal or monastic manor.

Ponds for fish provided another potential economic output. In an agreement dated 1207×1220 Herbert of Morley and his wife Margaret released any right to common in Hugh I's woods of Winnedun and Mulneclif at Atlow to allow Hugh to create a fishpond or park.<sup>36</sup> An agreement between Hugh II and William son of Deyn of Haycot, at Sheen, allowed Hugh to make and restore his fishpond and park there.<sup>37</sup> Hugh II also had a fishpond at Snelston.<sup>38</sup> There are no documents that refer to the presence of fishponds at Okeover, though they can be found on a modern map, and the river and mills would have provided a potential location for fish. When Hugh II acquired land at Milwich, which he then gave to his son William, the construction of a fishpond was a part of the plans.<sup>39</sup>

A park was an important perquisite for a medieval nobleman or even a lesser landholder. Mileson discussed the question as to whether a park was likely to be more of a status symbol than an economic asset suggesting that they may have been 'mainly leisure assets'.<sup>40</sup> Crouch suggests that:

...knights created parks as part of their self-conscious assertion of aristocratic credentials in the later twelfth and thirteenth century, providing them with places to hunt in emulation of greater lords in their wide forests.<sup>41</sup>

Mileson is clear that the possession of parks was concentrated amongst the baronage and that only a small minority of lesser landholders were likely to have a park.<sup>42</sup>

It is against this background that we should consider the parks that are recorded as existing on the land of the Okeovers. By the end of the thirteenth century they had parks at Okeover, Atlow, Snelston and Sheen, every one of their manors with the exception of Callow.<sup>43</sup> The earliest dated reference was to a park at Atlow during the time of Hugh I, shown by his agreement with

<sup>35</sup> E. M. Carus-Wilson, 'An Industrial Revolution of the Thirteenth Century', *The Economic History Review*, 11, no. 1 (1941), pp. 48-50.

<sup>36</sup> OC120. The probable location of the park just to the east of Atlow Winn is shown in Mary Wiltshire and Sue Woore, *Medieval Parks of Derbyshire* (Ashbourne, Derbyshire, 2009), p. 25.

<sup>37</sup> OC41.

<sup>38</sup> OC93.

<sup>39</sup> OC110, OC112, OC116.

<sup>40</sup> S. A. Mileson, 'Landscape, Power and Politics : the Place of the Park in Medieval English Society, c. 1100-c.1535' (University of Oxford D.Phil. thesis, 2005), p. 104.

<sup>41</sup> David Crouch, *The Image of Aristocracy in Britain, 1000-1300* (London, 1992), pp. 309-310.

<sup>42</sup> Mileson, 'Landscape, Power and Politics', p. 150: in Oxfordshire by the end of the thirteenth century only one in seven knightly families can be identified as having a park. See also S. A. Mileson, *Parks in Medieval England* (Oxford, 2009).

<sup>43</sup> Callow is known to have had its own park at a later date but there is no evidence to suggest that it originated as early as the thirteenth century. See Wiltshire and Woore, *Medieval Parks of Derbyshire*, p. 205.

Hugh and Margaret of Morley, and at Snelston, where Geoffrey, Hugh's younger brother, had a park.<sup>44</sup> Parks at Okeover and Sheen were first mentioned in the time of Hugh II, though they may well have been established earlier. So it is difficult to tell whether Hugh's four parks partly reflected an attempt to underline his status in the locality, or was largely a result of inheritance in which case they would underline the historic status of the family. Jean Birrell suggests that the possession of parks in Staffordshire was heavily concentrated amongst larger landholders. It would therefore have been quite unusual for a family that were amongst the lesser landholders to have four.<sup>45</sup> Hugh II was sheriff of Staffordshire and Shropshire and he may have considered this a position that he needed to live up to. He certainly set out to establish his right to maintain the boundaries of his parks.<sup>46</sup>

However, the number of Hugh II's parks might also be a result of inheritance. They could also have been less to do with a conscious attempt to demonstrate his status and more to do with increasing the economic output of his estates. Mileson mentions the association between parks and fishponds and this is certainly true with Atlow and Sheen and possibly also Okeover and Snelston.<sup>47</sup> In 1256, while he was sheriff, Hugh II also obtained a right of free warren over his demesne lands of Okeover, Swinscoe, Sheen and Atlow from king Henry III.<sup>48</sup> It seems distinctly possible that there was a potential commercial benefit to this in enabling Hugh to diversify his activities.<sup>49</sup>

Some idea of the use of Hugh's park at Okeover may be inferred from the agreement that he reached with his neighbours in Blore in relation to his alleged right to hunt over their park, a right he agreed to forego in return for an annual gift of venison. This does suggest that hunting was one of the uses to which parks were put. It should, however, be noted that the land areas involved in these parks was not enormous and the thought that, in the minds of their owners, they represented something to rival the open spaces available to powerful aristocrats may be fanciful. Production of venison as another food source could well have been desirable in its own right for a lesser landholder and, as we have seen, Hugh II in particular seems to have set out to diversify his outputs. Later we know that Sir Roger used his park and warren to produce deer, hares, rabbits, partridges and pheasants.<sup>50</sup>

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<sup>44</sup> See above for Atlow and OC79 for Snelston where in 1231 Prior Nicholas of Tutbury granted Geoffrey land to add to his park in Snelston.

<sup>45</sup> Jean Birrell, 'Deer and Deer Farming in Medieval England', *The Agricultural History Review*, 40, no. 2 (1992), p. 110.

<sup>46</sup> OC18, OC20, OC41.

<sup>47</sup> Atlow OC120, Sheen OC41, Snelston OC79. There are some ponds today next to Snelston park. It is possible that they were added later but the names of two of the ponds, Upper and Lower Dumble, dumble being an obsolete word from the north of England meaning valley or dell would suggest an earlier origin.

<sup>48</sup> OC23; the date of this suggests that it would have been a reward for his service as sheriff.

<sup>49</sup> Mileson, 'Landscape, Power and Politics', p. 110, however, is more sceptical about this motivation in view of the 'disproportionate cost of creating parks.'

<sup>50</sup> *CPR*, vol. 6 1327-1330 p. 71.

## 5.4 Management.

Because of the survival of its early deeds relating to a lay family, Okeover features surprisingly prominently in the history of land tenure. Similarly, the Burton surveys of 1114 and c.1126 are important evidence in some narratives of twelfth-century economic history. Evidence from these surveys is found, in particular, in the series of articles that followed Postan's on the chronology of labour services and the related discussions concerning the choices open to landholders in the management of demesne as between direct management and farming out.<sup>51</sup> Authors addressing such questions face the challenge of finding evidence that allows reliable comparisons to be made over time. In order to demonstrate either changes in management policies with regard to farming out or the substitution of cash rents for labour services or vice versa, the evidence should preferably relate to the same land and demonstrate how and, if possible, why policies in relation to that land changed over time. The availability of such linked time series data is rare. Its absence is reflected in the rather inconclusive series of articles on the subject. Charter or deed evidence presents a further problem, particularly when taken out of context, for two reasons. First, it cannot necessarily be taken that the first appearance of a written record relating to a particular piece of land is either the beginning of or a change in the tenorial relationship between the parties or their families. Secondly the opacity of the earliest documents means that it is sometimes difficult to determine the intentions of the parties to an agreement. The Okeover evidence, patchy and limited though it is, does, taken as a whole and in the context of the evidence relating to Burton Abbey, provide some basis for demonstrating these difficulties and how they have impacted on the literature identified above.

Miller writing as long ago as 1970 characterised the economic difference between the twelfth and thirteenth centuries in terms of the changing policies of landholders with regard to the management of their demesne.<sup>52</sup> His basic hypothesis was that, in the twelfth century, monastic landholders tended to farm out their demesnes at a fixed payment and that these farms were over time converted into hereditary holdings as a result of the growing expectation of successive generations that the family would succeed to the land. In contrast, the thirteenth century was a time when a greater number of monastic demesnes were managed directly. In 2005 Stacy, in discussing the case of Glastonbury Abbey, summarised the developments of this literature insofar as questions had been raised as to the actual extent to which demesne land had been granted out in the twelfth century, but did not mention the Burton evidence.<sup>53</sup> Other writers have certainly understood both the need for greater precision in the handling of the relevant evidence

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<sup>51</sup> M. Postan, 'The Chronology of Labour Services', *Transactions of the Royal Historical Society*, 20 (1937).

<sup>52</sup> Edward Miller, 'England in the Twelfth and Thirteenth Centuries: An Economic Contrast?', *The Economic History Review*, 24, no. 1 (1971).

<sup>53</sup> N. E Stacy, 'The State of the Demesne Manors of Glastonbury Abbey in the Twelfth Century', in Ralph Evans (ed.), *Lordship and Learning: Studies in memory of Trevor Aston* (Woodbridge, Suffolk, 2004).

and the importance of recognising that considerable regional differences existed in the practices followed.<sup>54</sup>

In relation to Burton, Miller claimed that '[o]ther lords seem to have capitulated quietly to pressure, as the abbots of Burton apparently did when early-twelfth-century farms for two lives were transformed into fee-farms in the mid-century.' The manors he named were Okeover, Darlaston and Leigh. Miller's argument is based on two propositions. The first is that early in the twelfth century these manors were held by the abbey as demesne and were farmed for two lives. The second is that these farms were later converted into fee-farms, by which he presumably means that they became hereditary holdings. It has been shown in chapter 3 above that, at the time of the Burton surveys, not only were the manors of Okeover and Darlaston probably already held on an hereditary basis by the respective Orms of Okeover and Darlaston but also that early in the twelfth century much of the land within Okeover was already occupied by other hereditary landholders.<sup>55</sup> At Darlaston, there was inland for two ploughs and warland. The warland was occupied largely on the basis of an annual *censum* or money payment. As Walmsley has explained, the presence of such *censarii*, that is rent paying tenants, was a particular feature of the Abbot of Burton's lands.<sup>56</sup> Thus for Okeover and Darlaston, the later-twelfth-century documents, one of which in any case was a later confection, were confirming established relationships rather than agreeing new terms.<sup>57</sup> Therefore the substance as well as the timing of the transition that Miller claimed are incorrect in these instances. In relation to Leigh, the surveys show that the manor was already being farmed out on a time-limited basis by 1114 and that there were already other established free tenants at Leigh by this date. There were two carucates of inland and twelve carucates and two bovates of warland of which one carucate was quit to the church, three carucates were held for works and five carucates and two bovates held *ad malam* that is for a cash payment.<sup>58</sup> Part of Leigh was granted in fee-farm to Andrew and his heir before 1133 for an annual payment of sixty shillings. It is not clear that this grant also included the manor. The manor of Leigh was then granted to Robert fitz Uviet in fee farm sometime after the grant to Andrew and before 1150.<sup>59</sup> Thus in only one of these cases, that of Leigh, is there incontrovertible evidence that the abbot had converted a lease that was for a limited number of years and which included demesne, into either perhaps a lease for life, or a longer term as was later the case. The background information is insufficient to enable

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<sup>54</sup> See John Hatcher, 'A Diversified Economy: Later Medieval Cornwall', *The Economic History Review*, 22, no. 2 (1969) for a regional perspective on practices of tenure.

<sup>55</sup> See chapter 3.

<sup>56</sup> Walmsley, 'The "Censarii" of Burton Abbey and the Domesday Population'.

<sup>57</sup> OC10 and chapter 3.

<sup>58</sup> Survey B, p. 225-227. H. E. Hallam, *The Agrarian History of England and Wales*, vol. II (Cambridge, 1967), pp. 15-20 discusses the possible origins of tenants who held *ad malam* and *ad censum* without arriving at a firm conclusion, though he did recognise the possibility of an 'ancient origin'.

<sup>59</sup> *Geoffrey*, no. 20, p. lxiii.

us to determine whether this Robert might already have been the hereditary holder of some of the land within the extent of Leigh. It cannot be determined with any certainty whether these changes in the farm were an indication of a general management policy to farm out or a response to local circumstances. Part of the difficulty with these cases is the facile assumption that these lands started out as the abbey's demesne and must therefore have been gradually alienated as a matter of management policy. Whilst this may well have been true in certain instances, the alternative possibility that the abbey's land may have been acquired with some, effectively, freehold tenants already *in situ* cannot be dismissed. It may be that the evidence relating to Burton is exceptional, a conclusion that could only be verified by further research using a larger sample of cases from other abbeys.

Miller provides other specific examples where he claims that leases for restricted terms were converted into hereditary holdings, and undoubtedly there must have been some pressure in that direction. However, the problem faced in generalising these specific instances into a wider narrative within which abbots carelessly disposed of valuable demesne is that there are relatively few sources that provide sufficient detail for it to be possible to determine with any degree of confidence the intentions of the parties to any particular transaction. Even the Burton documents, where the survival of the early-twelfth-century surveys provides an unusual opportunity for corroboration, remain opaque in certain crucial respects. But what the Burton surveys do show is that for the manors concerned, the inland or demesne was only a relatively limited part of the land involved. In the case of the two Orms, of Okeover and Darlaston, we know that they were already in possession of the inland as farmers. In the case of Leigh, we do not know whether Robert son of Uviet might already have been a significant tenant or what he might have paid to obtain the farm of Leigh, or indeed whether it might have been important to the abbot, for reasons perhaps connected with the reign of King Stephen, to obtain Robert's services and support.

Postan's propositions with regard to the substitution of money payments for labour services in the middle years of the twelfth century followed by a reassertion of direct management of demesne in the thirteenth century also relied on Burton evidence. Some of his conclusions have already been dismissed by Bridbury because Postan was mistaken about the date of the second Burton survey which he dated to around 1150 rather than the actual c.1126.<sup>60</sup> There is a further problem with his arguments about the chronology at Burton as a result of comparing different manors at different dates. It was established in chapter 3 that there is considerable evidence of the use of money rents or services paid to Burton Abbey, dating back at least to Domesday.<sup>61</sup> This applied both to land within manors and to some of the abbey's manors themselves. There is little evidence to suggest that the policy adopted towards particular manors changed significantly

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<sup>60</sup> A. R. Bridbury, 'The Farming Out of Manors', *The Economic History Review*, 31, no. 4 (1978), p. 512 n. 3.

<sup>61</sup> See chapter 3, p. 94 ff.

over time. The manors close to Burton that were managed directly in the twelfth century were still under direct management in the fifteenth century. The manors that were held in fee farm early in the twelfth century were still held on that basis in the fifteenth century. The one identifiable exception is Leigh, where there was a change from a grant for a term of years to an hereditary grant some time between 1130 and 1150.<sup>62</sup> It is helpful also to compare these instances of manorial holdings with that of the manor of Magna Oura or Mickleover. Postan identified Mickleover as having been taken back under direct management at the start of the thirteenth century, but there is no evidence that it had ever been farmed out as a whole. Mickleover consisted of land for fifteen ploughs and was a royal manor before the Conquest.<sup>63</sup> At Domesday, the Abbot of Burton held Mickleover of which five and a half of the total of thirteen and a half ploughs were *in dominio* or demesne. Early in the twelfth century tenants *ad malam* held three carucates.<sup>64</sup> The description *ad malam* suggests that these holders or their predecessors were already in place there when William I granted Mickleover to the abbey. At the time of the dissolution the abbot still held the manor of Mickleover and there is evidence that he continued to manage the manor directly during the intervening period of time.<sup>65</sup> The early existence in Okeover and Ilam of other occupants rendering services designated as money payments was not exceptional.

It is relevant to wonder if it is possible to discover whether lesser landholders such as the Okeovers might have also followed similar policies to those attributed to major monastic landholders in their policies of land management. So is there any evidence that the Okeovers farmed out their lands in the twelfth century? Did the lesser landholders behave in the same way as monastic landholders and if not why not? There is little evidence that would serve to resolve these questions but nothing at all that indicates that Okeover itself was farmed out by the Okeovers. As was the case with Burton, we can see that from the start of the twelfth century the bulk of warland within the extent of Okeover was already occupied by holders other than the Okeovers. Any further grants of land that constituted their demesne tended to be to accommodate younger siblings and did not involve the demesne of Okeover itself.<sup>66</sup> Wrottesley argued that Hugh II, under pressure as a result of his shrievalty in the middle of the thirteenth century, was forced to dispose of much of his landholding.<sup>67</sup> This ignores the fact that much of Okeover and Ilam had already been occupied by other tenants at the start of the previous century. I will show in the next chapter that most of this Hugh's land grants were to meet the

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<sup>62</sup> In the *valor ecclesiasticum* Leigh was categorised as a head rent, *Monasticon*, vol. 3 pp. 50-51.

<sup>63</sup> *DB 27*, 3.1.

<sup>64</sup> 'Burton Surveys', pp. 231-236.

<sup>65</sup> See 'Jurisdiction' for details of the abbot's case against the villagers.

<sup>66</sup> The detail of this is to be addressed in the next chapter.

<sup>67</sup> 'WO', p. 19-20.

needs of his children and that in order to meet these needs he also made significant acquisitions of land. No doubt these transactions contributed significantly to his later financial difficulties.

If the cartulary documents are somewhat unhelpful as a source of evidence of changes in seignorial policy on farming out, they do contain a certain amount of more detailed information touching on agricultural development. In a subsequent section I discuss how boundary disputes might suggest pressure on available land as a result of increases in population. The documents resolving apparent disagreements may also be read as evidence that the landholders concerned were setting out to increase the output of their lands by means of enclosure and other improvements and also by increasing the amount of land under cultivation. The agreement between Geoffrey of Okeover and William de Montgomery in 1232 establishing the line of the boundary between their lands in Snelston and Cubley also provided that Geoffrey and Matilda could assart and enclose thirty acres of their common land with a similar dispensation for an unspecified area of William's. The use to which the land was to be put is not indicated.<sup>68</sup> The timing of this agreement is particularly interesting given pressure from large landholders to enclose common land reflected in the Statute of Merton in 1236, four years later. This included a clause permitting landholders to enclose common land under certain circumstances. The Snelston agreement specified that the thirty acres were to be measured by a rod of twenty feet indicating that some care had gone into drawing up the agreement. The specification of the measurements indicates an intention to ensure that the land enclosed could be accurately measured on an agreed basis. Nearly eighty years later in 1313 Roger of Okeover and Walter de Montgomery arrived at an agreement under which Roger quit-claimed any rights that he may have had over land that Walter or his ancestors had enclosed from the waste of Snelston together with a further twenty acres. In return, Walter quit-claimed any rights that he had in the remaining waste which Roger was to be allowed to hold enclosed. Both retained certain grazing rights after the harvest had been brought in.<sup>69</sup>

Similar agreements were reached in other locations. In 1241×1269 Roger of the Woodhouses granted Hugh II of Okeover that he could take, cultivate and assart from his waste and wood in Swinscoe in whatever way he willed: 'possint imperpetuum de wasto suo et bosco suo ubique in feudo de Swyneschouh commodum suum quocumque modo voluerint facere et ad culturam reducere et assartare.'<sup>70</sup> Roger retained rights of common after the harvest. Richard of Swinscoe and his wife Cecilia entered a similar agreement with Hugh II in which their rights of access and limited rights of grazing were retained.<sup>71</sup>

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<sup>68</sup> OC144. *English Historical Documents: 1189-1327*, Harry Rothwell (London, 1975), pp. 344-6.

<sup>69</sup> OC92.

<sup>70</sup> OC46.

<sup>71</sup> OC47.

In 1281 Robert II of Okeover reached an agreement with William Wither in relation to land at Snellsdale, part of the Mayfield land, which provided protection for the boundary of Robert's park against damage caused by ploughing and allowed William to continue to hold his land at Snellsdale enclosed and fenced.<sup>72</sup>

Roger of Okeover was even more active in managing the enclosure of his lands. In doing so he probably went too far in attempting to enclose common land at Atlow. In 1330 he faced a series of legal challenges before the itinerant justices in Derby brought by other landholders in Atlow unhappy with the restrictions that his actions had placed on their access and common rights. It is interesting that the complaints of the plaintiffs related directly to the issues covered in the Statute of Merton, 1236, promulgated nearly a hundred years before.<sup>73</sup> Roger's activities are but one instance though they demonstrate his determination to extend his control over lands within his manor. Whether there were other examples of such behaviour and how these instances were distributed over time is perhaps a subject for further research.

Together these examples show how the Okeovers as lesser landholders set out over a long period of time to bring areas of waste and common under greater control.

Another indicator of development is provided by references in the documents to assarts or assarting, the clearing and enclosure of woodland for cultivation.<sup>74</sup> Seventeen documents in the cartulary include a reference to assarts. Seven of these relate to land in Morley acquired by Roger of Okeover from Laurence of Okeover in the fourteenth century. These are disregarded because Laurence's brother William of Okeover, from whom the land had descended to him, had acquired the land concerned from third parties and so were not part of any Okeover inheritance. Four of the remaining ten relate to Okeover or the Mayfield carucate, three to Snelston, two to Atlow and one to Swinscoe.<sup>75</sup> The earliest three references date to the time of Robert I where Geoffrey of Okeover and Matilda his wife were allowed to assart in Snelston and Robert I of Okeover was restrained from assarting common land in the woods between Atlow and Bradley. Of the remaining references, five date to the time of Hugh II, one to the time of Robert II and one to the time of Roger of Okeover. Such information cannot always tell us precisely when the assarting was taking place because some of the transactions involved already assarted land but it does suggest that it was taking place throughout the thirteenth and on into the fourteenth century.

There is one reference in the documents to agricultural practices and that involved the use of marl. In 1273 Henry Morel of Hognaston agreed with Robert II of Okeover that he would

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<sup>72</sup> OC21.

<sup>73</sup> Miller and Hatcher, *Medieval England*, p. 39.

<sup>74</sup> Mark Gardiner, 'The Quantification of Assarted Land in Mid- and Late Twelfth-Century England', *The Haskins Society Journal*, 21 (2010 for 2009) examines and attempts to quantify assarting taking place in the twelfth century.

<sup>75</sup> OC6, OC19, OC20, OC26, OC46, OC73, OC124, OC142, OC144, OC146.

provide him with up to eight cart loads of marl each year from the assart that he held from Robert in Atlow. The marl was to be used to marl Robert's demesne land and Henry was to carry the marl.<sup>76</sup> This shows that Robert was taking active steps to increase output by increasing the fertility of the land.

## 5.5 Money and markets.

From before 1100 the tenants of Burton Abbey were required to make annual payments specified in money to the abbey. Orm of Okeover and his successors paid the abbot of Burton two marks each year for the farm of Okeover. They also paid the abbot six shillings a year for Stretton and the prior of Tutbury eight shillings for the Mayfield carucate. From the mid-twelfth century, at the latest, they held Callow. The first grant does not specify the services due but by 1203 they were paying over forty shillings a year to the manor of Wirksworth. Besides these annual payments they would have had to make payments on the death of the holder. The grant of Okeover by Abbot Nigel to Orm (1094×1104) required Orm's son to pay from his *pecuniae* as much as a noble man should pay as relief.<sup>77</sup> The Okeovers were also making regular acquisitions of land. Hugh I of Okeover acquired Sheen from Bertram de Verdun in c.1191 for one hundred shillings followed by annual payments of 36s. 8d. Subsequently the Okeovers acquired additional land in Bradbourne, Parwich, Milwich, Snelston and elsewhere, some or all of which must have involved money outlays. Thus from before 1100, at the latest, the Okeovers needed to be able to generate an income from their lands and agricultural activities either in money or in a form that they could exchange for a money equivalent.

It cannot have been unusual in the twelfth century, given the additional requirements to meet payment of royal taxes and levies, for a family of lesser landholders in this locality to have had to operate to an extent within a money based economy. Sawyer suggests that England already had a 'substantial silver currency' but the question still remains as to how the circulation was distributed across England at this time.<sup>78</sup> Domesday records that the manors of Darley, Matlock, Wirksworth Ashbourne and Parwich were to render £40 of pure silver. Allen has linked this render to the local production of silver.<sup>79</sup> It is reasonable to suppose that some of the silver mined circulated in the locality.

As previously established the Okeovers were not alone amongst the landholders of the abbey of Burton upon Trent in making money payments to the abbey for the land they held. Some at

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<sup>76</sup> OC124.

<sup>77</sup> BL Loan 30, fol. 17. The word *pecuniae* may mean also mean chattels in a wider sense but in this context cash seems more likely.

<sup>78</sup> P. H. Sawyer, 'The Wealth of England in the Eleventh Century', *Transactions of the Royal Historical Society*, 15 (1965), p. 153.

<sup>79</sup> Martin Allen, 'Silver Production and the Money Supply in England and Wales, 1086-c.1500', *Economic History Review*, 64, no. 1 (2011).

least of these were not set out in Domesday.<sup>80</sup> Baring and Walmsley discuss the potential impact on population estimates drawn from Domesday numbers given the absence of any record at all of such a significant population. It may be that Burton was not typical, but it is also possible that the absence from the record of numbers of rent paying tenants was more widespread. This would suggest a greater underestimation of the extent of the use of money in the economy.<sup>81</sup>

Economic historians point to the growth of commercial transactions over the course of the later medieval period.<sup>82</sup> The use of money for annual and other payments in the locality has already been highlighted. It is not easy to determine where the Okeovers might have exchanged their produce for money. At the time of Domesday, Tutbury and Derby were established boroughs. The Domesday entry for Tutbury shows that there was a well-established market: '[i]n Burgo circa castellum sunt .XLII. homines de mercato suo tantum viventes et reddunt cum foro .III. libras et .X. solidos.'<sup>83</sup> The Okeovers' links with Burton and Tutbury would suggest that these might have been the locations of choice for trading their goods. Until the middle of the thirteenth century the Okeovers were accustomed to visit Burton at least twice a year to make payment of their farm.<sup>84</sup> However, depending on the route that they took this would have required a journey of between fifteen and twenty miles each way and would taken them close to Tutbury.<sup>85</sup> This, however, would have been a considerable distance to travel with laden carts, though the abbey itself may well have been transporting produce from Ilam where it had a grange and also an agent in the thirteenth century.<sup>86</sup> Derby was approximately the same distance away as Burton. As landholders in Derbyshire the Okeovers had some reasons for doing business there. From the start of the thirteenth century the annual service due for land acquired at Bradbourne was 'unum sp(er)varium sorum' ad nu(n)dinas Derb(y)' that is 'one unmewed hawk at Derby fair'.<sup>87</sup> Bradbourne was located in Derbyshire in Wirksworth wapentake explaining the connection with Derby. There is no other specific evidence to connect the Okeovers directly with Derby apart from their occasional attendance at assizes there. However, given the manors that they held within the county and their obligations to the wapentakes of Wirksworth and Appletree, it would

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<sup>80</sup> See discussions of the absence of any record of them in Domesday: F. Baring, 'Domesday Book and the Burton Cartulary', *The English Historical Review*, 11, no. 41 (1896) and J. F. R. Walmsley, 'The "Censarii" of Burton Abbey and the Domesday Population', *North Staffordshire Journal of Field Studies*, 8 (1968).

<sup>81</sup> Sawyer, 'The Wealth of England in the Eleventh Century', p. 154.

<sup>82</sup> See John Langdon and James Masschaele, 'Commercial Activity and Population Growth in Medieval England', *Past & Present*, 190, no. 1 (2006).

<sup>83</sup> *DB 24*, 10.1.

<sup>84</sup> OC12.

<sup>85</sup> A direct route would have meant crossing the River Dove at two points. The longer route would have followed the western and southern bank of the river which flows into the river Trent just north of Burton. See diagram 5.1.

<sup>86</sup> OC12.

<sup>87</sup> OC117.

not be surprising if they had been there on a regular basis.<sup>88</sup> The absence of surviving records that might confirm this is unremarkable.

Later in the middle ages markets came to be located so that most places lay within six and two-thirds miles of a market.<sup>89</sup> So it also seems more likely that trading would have taken place closer to Okeover. The closest large manor was Ashbourne, only two miles from Okeover, and a royal manor. At the time of Domesday Ashbourne was the centre of a network of six surrounding berewicks and also had a church and priest. Ashbourne's location, attachments, church and later history certainly suggest the possibility that even as early as Domesday it could have been a centre of local trade. Hugh I held land there from the church.<sup>90</sup> The first evidence of the existence of a market dates to 1222, but with a royal manor the early possession of a charter would not necessarily have been essential.<sup>91</sup> Alexander who is referred to as the Merchant of Ashbourne, and who appears as a witness in various charters, was active at the same time and we know that in 1278, Robert II of Okeover was indebted to Alexander's widow Letitia for three sacks of wool.<sup>92</sup> This strongly suggests that Alexander and his wife traded wool for Robert. This later evidence does not rule out the possibility of market trading at an earlier date, though this can only be speculation.<sup>93</sup> Wirksworth, another, and larger, royal manor and centre of the wapentake within which Ashbourne lay, was located some ten miles away. From at least the time of Ralph of Okeover in the mid-twelfth century and probably earlier, the family did have land at Callow, part of the soke of Wirksworth and only two miles distance from it. At the time of Domesday, Wirksworth not only had a church but also three lead mines. It only received a market charter in 1307 though as this reaffirmed what was already established it would have been reasonable to expect that a royal manor that was also the centre of a wapentake would have been a centre for local trade.<sup>94</sup> However, none of this can provide direct evidence about the patterns of local trade before the middle of the thirteenth century.

## 5.6 Pressure on land.

The twelfth and thirteenth centuries saw substantial growth in the population of England. Some of the documents in the cartulary provide evidence of the economic consequences of this.

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<sup>88</sup> OC133, OC136.

<sup>89</sup> R. H. Britnell, *The Commercialisation of English Society, 1000-1500* (Manchester, 1996), p. 83.

<sup>90</sup> OC37.

<sup>91</sup> Gazetteer of Markets and Fairs to 1516 <http://www.history.ac.uk/cmh/gaz/gazweb2.html> seen June 10 2016. R. H. Britnell, 'English Markets and Royal Administration before 1200', *The Economic History Review*, 31, no. 2 (1978).

<sup>92</sup> OC126.

<sup>93</sup> Langdon and Masschaele, 'Commercial Activity and Population Growth in Medieval England', p. 43, discuss the earlier foundations of markets. James Masschaele, 'The Multiplicity of Medieval Markets Reconsidered', *Journal of Historical Geography*, 20, no. 3 (1994) is also relevant, see particularly p. 260 on the idea of an hierarchy of markets.

<sup>94</sup> Britnell, 'English Markets and Royal Administration before 1200'.

Those agreements settling disputes or recording understandings about the claims to possession and use of the land and the boundaries between landholders are a measure of the economic importance of land and how priorities may have changed over time. Documents concerning boundaries come in a number of guises. First they concern the boundaries between villages or landholders. The most notable concern the Okeovers' land at Snelston and its relationship to Cubley, the neighbouring village that was held by various generations of the Montgomery family. In the records of the *curia regis* is a case in relation to a dispute concerning claims to Snelston following a failure of heirs to Richard of Okeover, the son of Ralph of Okeover and Letitia de Montgomery.<sup>95</sup> This is but the first in a series of cases that took place over the next century and beyond. When Hugh I of Okeover successfully established the Okeover family's claim to land in Snelston, he passed most of it to his brother Geoffrey in the first decade of the thirteenth century. Geoffrey and his wife Matilda were themselves subsequently in dispute with William de Montgomery over the boundaries between their land in Snelston and William's land in Cubley. A final concord copied in the cartulary, a copy of which also survives in the feet of fines for Derbyshire, records the agreement between the parties dated June 25 1232.<sup>96</sup> The agreement was complex and detailed. Geoffrey and Matilda had complained 'quod predictus Willelmus plus traxit ad feodum suum quam ad eum pertinebat.' The agreement acknowledged the rights of Geoffrey and Matilda and set out a detailed description of the boundary between Snelston and Cubley. It also specifically permitted Geoffrey and Matilda to assart and also enclose 'pro voluntate sua' thirty acres to be measured at twenty feet to the perch. William also relinquished any common rights that he and his heirs had in the thirty acres. However, William and his heirs and his men from Cubley would continue to enjoy their rights to common pasture throughout the manor of Snelston outside the parkland that was enclosed on the day of the agreement. They would have rights of pannage for their pigs in the unenclosed woods without agistment. They would also retain common rights in the thirty acres for as long as they were not enclosed. In return William was permitted to assart and enclose that part of land on the other side of the boundary. Geoffrey and Matilda and their men retained corresponding rights on the land in Cubley outside the enclosed park as at the day of the agreement. The agreement took into account the interests of the villagers who had been accustomed to take their animals to graze the land that lay between the villages of Snelston and Cubley. They suggest that, previously, there had been little formal attempt to define the boundary precisely and each set of villagers retained some grazing rights over land in the other village. However, we should also bear in mind the possibility that this and the following disputes concerning the boundary of Snelston might suggest that the Montgomeries continued to resent the fact that they had lost the land to Hugh I and to make use of suitable opportunities to attack the claims of the Okeovers to the land.<sup>97</sup>

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<sup>95</sup> Details of this case are also discussed in chapter 7.

<sup>96</sup> OC144 and 'Golob', vol. 2 no. 111.

<sup>97</sup> These issues are discussed in greater detail in chapter 7.

Some eighty years later Roger of Okeover reached another agreement with his contemporary, Walter Montgomery the lord of Marston and Cubley, concerning the ‘waste’ of Snelston.<sup>98</sup> Roger granted Walter all the land and tenements that Walter and his antecessors had ‘approuyata de wasto de Snelliston’. Nevertheless Roger and his heirs and their men would retain common pasture over the said ‘newly cultivated’ land after the harvest. Roger also conceded a further twenty acres to Walter to be improved. In return Walter renounced his claim to the remainder of the waste including in a hundred acres that Roger had recovered from William de Grendon. Roger would be permitted to cultivate and enclose the land. Again Walter and his men retained their common rights over this land after the harvest.

The Okeovers also arrived at agreements with other tenants in Snelston. An agreement between Robert II of Okeover and Roger of Wardington, a free tenant and also sometime bailiff of lord Edmund of Lancaster, set out Roger’s common rights in Snelston and granted Roger three pieces of land there.<sup>99</sup> In return ‘Robert et heredes vel assignati sui possunt se appruare de omnibus wastis suis et tenementis in Snelliston sine contradictione et impedimento predicti Rogeri’.<sup>100</sup> Roger of Okeover also entered an agreement with Thomas Larcher and the hospital of saint John of Jerusalem concerning common rights in Snelston.<sup>101</sup>

From time to time the Okeovers also disagreed with their neighbours closer to home. In the early years of the thirteenth century Hugh I of Okeover was involved in a long running dispute with Ralph of Blore, the younger son of Robert of Bore. Blore lies immediately to the north west of Okeover and Ralph of Okeover had obtained land at Swinscoe, formerly attached to Blore and lying immediately west of Okeover as a result of his mid-twelfth-century, second, marriage to the daughter of Robert of Blore. Initially, the disagreement between Hugh and his neighbour, and uncle, Ralph concerned Ralph’s rights to common pasture in Swinscoe. Ralph of Blore claimed that Hugh had unjustly disseised him of his right and the jurors found for Ralph.<sup>102</sup> Subsequently Hugh claimed that Ralph had disseised him of his rights of common pasture in Blore. The jurors said that Ralph had disseised Hugh of his rights with the exception of a small assart and so Ralph was in mercy. However, they also said that Hugh had exercised his rights at a place within the close where he ought to have no common and that he too was in mercy for a false claim.<sup>103</sup> Hugh and Ralph had a further disagreement as to whether Ralph, Hugh’s father, had been seised in his demesne in Swinscoe of eight acres land that he held from Ralph of Blore. The jurors found that Ralph of Okeover had died seised but of only two acres. As a

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<sup>98</sup> OC92.

<sup>99</sup> *The Rolls of the 1281 Derbyshire Eyre*, Hopkinson, case no. 715. Robert had acted as surety for Roger so it is reasonable to suppose that they were on good terms.

<sup>100</sup> OC83.

<sup>101</sup> OC157.

<sup>102</sup> ‘SS R and J’, p. 109.

<sup>103</sup> ‘SS R and J’, p. 109a.

result Ralph of Blore was in mercy, but so too was Hugh as a result of his false claim.<sup>104</sup> Ralph of Blore and Hugh continued to quarrel in court as is shown by a series of records relating to a single acre of land in Swinscoe, and there is no evidence as to how this case was resolved.<sup>105</sup> It is evident from this series of cases that whilst the lack of clear boundaries exacerbated the situation, that personal ill-feelings between the two men also played a major part in this dispute.

On November 22 1247 Hugh II of Okeover, grandson of Hugh I, and William Audley and his wife Clemence arrived at a final concord recording their agreement over Hugh's hunting and common rights over the land at Blore.<sup>106</sup> Clemence was the great-granddaughter of Robert of Blore and had inherited Blore after the death of her father on her marriage to William of Audley.<sup>107</sup> The agreement recorded that Hugh quit-claimed the rights that he had exercised of hunting in the park at Blore and the use of common pasture on the land at Blore. In return William and Clemence granted Hugh annually a fat buck and a doe in season, the right to common pasture after the harvest was completed and a reduction in the rent due from Hugh and his heirs for the land they held in Swinscoe by half a mark from two marks to twenty shillings. William and Clemence also paid Hugh five marks.

Robert II of Okeover also arrived at settlements with his neighbours concerning the boundaries of Okeover. In 1281 he arrived at an agreement with William Wither over their differences.<sup>108</sup> William had acquired from Hugh II various pieces of land in the Mayfield carucate, part of the fee of the Prior of Tutbury. These included two bovates in the vill of Snellsdale for which William Wither had previously paid William de Venables one hundred shillings to acquire.<sup>109</sup> In the agreement dated 1281 between Robert II and William Wither, William granted Robert a piece of land called Briddescroft in the lower part of the vill of Okeover and also agreed that Robert and his heirs could hold the park of Okeover enclosed.<sup>110</sup> For these grants Robert granted that William could hold all the land and tenements that he held in the fee of Mayfield and Okeover enclosed and fenced. William was also granted rights of common of pasture and meadow after harvest and haymaking. The agreement was witnessed by an impressive list of local landholders headed by William of Caverswell who had purchased the farm of the hundred of Totmonslow, in which the land lay, suggesting incidentally that this transaction may have been witnessed at a meeting of the hundred.

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<sup>104</sup> 'SS R and J', p. 120.

<sup>105</sup> 'SS R and J', pp. 120, 121, 128.

<sup>106</sup> OC145 from which the following details are taken.

<sup>107</sup> William was a descendant of Adam of Audley, a tenant of Bertram de Verdun and witness of the grant of Sheen. See 'Verdun', pp. 200-202. The Audleys were also prominent men of the Earls of Chester. See also David Swinscoe, Martine Swinscoe and Anthony Blore, *Swinscoe, Blore and the Bassetts* (Leek, Staffordshire, 1998), p. 148.

<sup>108</sup> OC21.

<sup>109</sup> OC20, dated August 4 1268. William de Venables was married to Amicia, daughter of Hugh II, her second marriage.

<sup>110</sup> OC21.

Robert II also arrived at an agreement with Robert Fichet of Mapleton, a village just across the River Dove from Okeover, concerning common pasture in Okeover. Robert Fichet renounced his rights to common six draft horses, oxes or cows.

Common rights on land lying between villages were also the subject of disagreement between Atlow and Bradley. Robert I of Okeover agreed a final concord with Leger de Dives and his wife Agatha and William of Stretton and his wife Joanna concerning common pasture in the village of Atlow, namely the wood of Rugge between Atlow and Bradley. Robert had apparently assarted in the disputed area and claimed that the complainants had illegally occupied the assarts. The parties arrived a complex agreement concerning their mutual rights and obligations over the disputed land.<sup>111</sup>

## 5.7 Conclusion.

The nature of charter evidence and other evidence gleaned from legal disputes means that it is inevitable that the coverage of this chapter will have been somewhat piecemeal. Charters are generated intermittently on occasions where land is transacted and so do not provide reliable or systematic samples over time nor are the contents of charters consistent over time.

The rugged geography of the area around Okeover favours animal husbandry but there is also widespread evidence of arable farming and it is difficult to determine the extent to which the balance of farming differed from other areas of the country. Evidence shows that in the thirteenth century in particular there were diverse sources of income and efforts to improve agricultural production. Okeover and Ilam were held at farm probably on an hereditary basis from as early as 1100 and a significant proportion of the land within the boundaries was held by other freemen from the same date. Annual services were designated in money terms from an early date and imply that surplus produce was exchanged for cash in local markets. Specific evidence for the early existence of markets is sparse apart from Tutbury whose market is recorded in Domesday but it likely that trade took place at other locations, possibly on royal manors. What emerges strongly from the evidence of the deeds and legal disputes is the importance of the establishment of agreed boundaries between landholders. These were also associated with the enclosure of land though it is interesting to note the importance of maintaining access to lands enclosed for the commoning of animals after the harvest, presumably to provide a source of dung to maintain the fertility of the land.

There are two sides to the concerns over boundaries that were reflected in the disputes and agreements discussed in this chapter. First it reflects an intention to increase the amount of land

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<sup>111</sup> *Kniveton*, p. 305, records Agatha wife of Liger de Dive as the daughter of Serlo de Grendon. Also confirmed by *Dale*, Saltman, p. 15. This is Serlo I and Joanna was also a daughter. These were siblings of William I de Grendon. Serlo de Grendon held Bradley from descendants of Saswalo.

under cultivation and hence the income that can be generated from the family land. Second it reflects a pressure on the available land as a result of increases in the level of population.

So far as the Okeovers were concerned as a family of lesser landholders, the fact that they held most of their land in socage, meaning that the services rendered were largely paid in cash was important. This potentially gave them an independence that was not available to families who had to rely on the patronage of noble and other greater landholders. At the same time, the need to generate cash to meet their obligations may have placed a pressure on the Okeovers to ensure that they also exploited the commercial potential of their lands and this is born out by the evidence to the extent that it is available. To an extent this may also have affected the policies the family followed in support of its children in each generation and this is explored in the next chapter.



## 6 Providing for the family - horizontal social links.

### 6.1 Introduction.

For medieval landholders one vital key to long term success was the control they could exercise and the decisions they made relating to the marriages of their children. The primary concern might be the eldest son and heir, when one existed, but other children could also be important. As Christine Carpenter makes clear, a major commitment for a gentry family was the need to provide for family members other than the male heir.<sup>1</sup> The choices made by families had an important impact on the network of horizontal relationships that the family enjoyed

Orm of Okeover and his direct descendants have held Okeover at least since the start of the twelfth century. This demonstrates a certain amount of good fortune in their ability to produce male heirs over many generations, at least until the twentieth century when, in their absence, Okeover passed to the descendants of the marriage of Ethel Blanche Okeover to Sir Peter Walker. Their son assumed the second name of Okeover by Royal licence in 1956.<sup>2</sup> It also demonstrates their success in generating sufficient resources over time to maintain control over their land at Okeover and indeed, as will be shown, add to their landed resources as well as providing for younger siblings. A cursory study of the Okeover records suggests that over the years covered by this study the family devoted significant resources to the latter end. The purpose of this chapter is to study this aspect of the policies followed by the family in greater depth and contrast it with evidence about the social and legal expectations that may have influenced their behaviour. A question of particular interest is whether it is possible to detect an underlying explanation for the policies that the Okeovers adopted towards younger family members. The choices available ranged from concentrating the inheritance, and thus the family resources, on a single member of the family with primo or, more unusually, ultimo geniture to partible inheritance with lands equitably distributed amongst family members, and many possibilities in between these extremes.

Legal, administrative and customary constraints might limit the choices available to a family. For example Holt expressed the view that a rule of primogeniture was rapidly adopted after the Conquest, at least among the king's lords and barons and probably by implication their tenants.<sup>3</sup> It is not necessarily evident, however, that this was a rule that was scrupulously observed as I will discuss in reviewing a selection of secondary literature. Primogeniture was not the only possible external constraint to the choices made by a family and this depended to an extent on the

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<sup>1</sup> Carpenter, *Locality and Polity: A Study of Warwickshire Landed Society, 1401-1499*, p. 211.

<sup>2</sup> Charles Mosley, *Burke's Peerage, Baronetage and Knightage: Clan Chiefs, Scottish Feudal Barons* (Wilmington, Delaware, 2003), vol. 3 p. 4049, though this was probably not the first time the inheritance passed through a female line see 'WO', p. 114.

<sup>3</sup> J. C. Holt, 'Presidential Address: Feudal Society and the Family in Early Medieval England: I. The Revolution of 1066', *Transactions of the Royal Historical Society*, 32 (1982), p. 199.

category of tenure of the land held. Glanville makes clear that when it came to the application of a policy of primogeniture there were differences between land held by military service and land held by what he calls free sokemen.<sup>4</sup> With the former, ‘the eldest son succeeded to the land of the father.’ With the latter, succession depended on local custom and, depending on the location, might also have encompassed either partible inheritance or *ultimo geniture*. It is also the case that it was possible for families to circumvent the strict application of primogeniture by making life time disposals of land to younger siblings, though it is unclear how far this could have been taken with inherited lands subject to tenure by military service as opposed to land acquired by the then holder or lands held by other types of tenure. Nevertheless, particularly with holdings that were not for military service, there was some latitude for families to make choices that were a balance between concentrating the landed resources with a single male heir and spreading resources more equitably amongst children, with a resulting increase in the number of family links within a horizontal social network.

Because of their long-term survival as lesser landholders, the Okeover family provide an interesting case study of the policies towards succession that such a family followed over the twelfth and thirteenth centuries. The chapter will show that the Okeover evidence is not consistent with a policy of strict primogeniture. The type of tenure by which the Okeovers held their central lands undoubtedly affected the policies they might have followed. The surviving documents are by no means a complete record but they do provide a number of examples as to how younger sons were treated. Further, they also allow some insight into the way that the family dealt with the marriage of its daughters, a closely related issue.

The period covered by this study would have been crucial for lesser landholders as England adjusted to the longer term effects of its colonisation by a largely Norman aristocracy. Coss suggests that the vertical as opposed to the horizontal social links may have dominated in the aftermath of the Conquest.<sup>5</sup> To an extent this idea rests on the putative social control exercised through the tenurial relationships developed by the Normans in tenures for military service, though there is also a possible contribution resulting from the patronage of tenants-in-chief in granting lands to their own men for military service creating some sense of reciprocal obligation on the part of those who received the lands. This study has already shown that one of the results of the Conquest was the existence, in this locality at least, of two broad parallel practices of land tenure, the one based on military service, introduced or significantly modified by the Normans, and the other surviving from Anglo-Saxon England later categorised as holding by socage. The Okeovers are interesting because they held some of their land on the basis of Anglo-Saxon

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<sup>4</sup> For what follows see *The Treatise on the Laws and Customs of the Realm of England, Commonly Called Glanvill*, Glanville, Hall, p. 75 [VII, 3].

<sup>5</sup> See p. 18.

practices and other land from Norman families who held land by military service from the Ferrers of Tutbury.

The policy the family chose to follow may also be relevant as to whether the Okeovers were indeed a family of English origin and could provide additional pointers towards an answer to this conundrum.<sup>6</sup> This would be a matter of some significance from two perspectives, first the possible threats to their position from neighbouring Normans and second the effect of a different cultural heritage on the policies that they followed with regard to marriage and the endowments they provided for younger siblings.

In this chapter I will first review relevant secondary literature before proceeding to examine the Okeover evidence concerning the marriages made by the heirs to Okeover and younger siblings and finally turning to the horizontal social networks in which the family participated.

## 6.2 Secondary literature.

There are two strands in the secondary literature that are relevant to this chapter. The first concerns the legal and institutional framework within which a family made its decisions as to how to provide for children or younger siblings. The most significant question here relates to the extent to which primogeniture was a legal or social requirement. The second involves the horizontal social ties that a family enjoyed, reinforced or created as a result of the decisions it made in contracting marriages.

In questioning Holt's assertion that 'very soon primogeniture became the rule' Crouch and De Trafford suggest that Holt employs a deterministic model and the evidence is not nearly so clear cut.<sup>7</sup> They locate Holt's approach within a wider sociological model they attribute to Durkheim that involved a 'universal "law of contraction"'. This is based on an argument that over time powerful families gradually narrowed down the focus of their policies towards inheritance so that 'the line ... would perpetuate its wealth and influence through time.' Crouch and De Trafford look at evidence concerning the support provided for younger sons and for bastard offspring in the twelfth century. However, when it comes to the evidence Holt himself is rather more nuanced and draws a distinction between what he calls the theory and what actually happened in practice.<sup>8</sup> A strict application of primogeniture would have seen younger

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<sup>6</sup> Holt, for example, suggests that the Anglo-Saxons were accustomed to distribute their lands widely amongst kin. (Holt, 'Presidential Address: Feudal Society and the Family in Early Medieval England: I. The Revolution of 1066', p. 198.) As a generalisation this differs from the position set out in Glanville where, by implication, the customs differed from area to area.

<sup>7</sup> Holt, 'Presidential Address: Feudal Society and the Family in Early Medieval England: I. The Revolution of 1066', p. 199. See also J. C. Holt, *Colonial England, 1066-1215* (London, 1997), p. 4; David Crouch and Claire De Trafford, 'The Forgotten Family in Twelfth-Century England', *The Haskins Society Journal*, 13 (1999), p. 42. Crouch deals with this also in David Crouch, *The Birth of Nobility: Constructing Aristocracy in England and France 900-1300* (Harlow, 2005), p. 313.

sons generally following careers in the church or administration but the reality does not match this simplistic view.

It is important to recognise that Holt's main focus was land that was granted by military service, though this was often implicit in his arguments rather than spelt out in his definitions. He was not unaware of the distinction between tenure by military service and tenure by socage and some of the possible implications.<sup>9</sup> Maitland had also noted this distinction and the different practices that could be associated with land held by socage where land might be 'divided amongst [the free sokeman's] sons'.<sup>10</sup> Whilst arguing that primogeniture became well-established within a generation after the Conquest Holt did, nevertheless, provide examples of the many exceptions in relation to this rule.<sup>11</sup> Some of these could have been because the land was not held by military service.<sup>12</sup> He also suggested that land would have been passed on to younger siblings as sub-tenants of the principal landholder of the family.<sup>13</sup> Holt also argued that until *Quia Emptores* was passed in 1290, subinfeudation was in any case probably the arrangement of choice for transferring it to family members.<sup>14</sup> *Quia Emptores* was designed to protect the position of 'magnatum et aliorum' as 'capitalibus dominis feodorum' in respect of their 'aeschaetas, marritagia et custodias terrarum ...de feodis suis'.

It is also necessary to acknowledge the cultural context within which the Okeovers themselves operated at this time, particularly with regard to tenurial practices. Again the Okeovers provide an interesting case study and rare evidence concerning the decisions made by a family of lesser landholders at this time and allow us to study at least one instance of the length of time that it may have taken for settled practice to emerge. They also raise other questions. One of the corollaries of the proposition of a rapid adaptation of colonisers and colonised towards settled and largely homogeneous co-existence is that it then becomes possible to study the evidence as if the statistical population from which the evidence is drawn was indeed homogeneous, that for example the possible origins of members of the population as Norman or English rapidly became irrelevant. There is a risk of tautology in constructing the argument in this way. In reality, rapid adaptation may or may not have been true but what does the evidence tell us? Some of the evidence suggests that the process of mutual adaptation was neither speedy nor complete. The origins of the Okeovers are not entirely certain but the policies that they

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<sup>8</sup> J. C. Holt, 'Politics and Property in Early Medieval England', *Past and Present*, 57, no. 1 (1972), p. 4.

<sup>9</sup> Holt, 'Presidential Address: Feudal Society and the Family in Early Medieval England: III. Patronage and Politics', p. 17.

<sup>10</sup> *P and M*, ii p. 266.

<sup>11</sup> Holt, 'Presidential Address: Feudal Society and the Family in Early Medieval England: III. Patronage and Politics', pp. 8-9.

<sup>12</sup> Holt, 'Presidential Address: Feudal Society and the Family in Early Medieval England: III. Patronage and Politics', p. 9.

<sup>13</sup> Holt, 'Politics and Property in Early Medieval England', p. 21.

<sup>14</sup> Therefore it would not necessarily follow that the motivation was to maintain feudal control over the lands granted as opposed to the ability to reclaim the land in the event of failure of marriage.

adopted towards their children or siblings may in themselves provide additional evidence as to their cultural background.<sup>15</sup> Whatever their origins the evidence provided by their history gives us an insight as to how they interacted with other local families both of English and Norman origin.

The existence and strength of social networks is a matter of some interest to historians. One approach centres on the question as to the extent to which a county might be seen by its leading residents as the focal point of a social group with shared interests and also loyalties. Christine Carpenter argues cogently against the plausibility of such a focus for analysing gentry behaviour.<sup>16</sup> David Crouch, whilst recognising that counties played a part in the extension of royal powers across the kingdom, is cautious in pushing this argument too far.<sup>17</sup> Crouch notes the work done by Coss on the more contained locality of Coventry c.1180-c.1280 as being the only such example covering this time; this coincides with part of the time covered by this study.<sup>18</sup> Crouch points out the dangers of over-interpreting the coherence of relationships in a locality in that there is a possibility that the choice of a limited area of study may lead to the conclusion that there is greater relative social coherence than can reasonably be justified. In this study I do not want to go further than establishing at least the existence of network of local ties and relationships revealed by the witness lists and to see what indications there are as to how this changed over time. It may also be significant that Okeover lay on the boundary of two counties and that the Okeovers held land in three different hundreds.

### 6.3 Okeover marriages.

Over the two hundred years covered by the documents copied in the cartulary eight generations of Okeovers can be identified. The relationships are shown in the family tree shown shown on page 11.

The table below records the marriages for which information is available. I will look first at the marriages of the holders of Okeover and then of the younger siblings. Documentary evidence survives for only four of the eight heirs to Okeover: Ralph, Robert I, John and Roger. We have no direct evidence about the wives of Orm, Hugh I, Hugh II and Robert II. There are two ways in which we may look at the evidence to try to identify the families of wives where it is not possible to identify directly. The first is to look at acquisitions of land to see whether this provides any

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<sup>15</sup> That is if it possible to say anything firm about the patterns of Anglo-Saxon family policy before the Conquest.

<sup>16</sup> Christine Carpenter, 'Gentry and Community in Medieval England', *The Journal of British Studies*, 33, no. 4 (1994), p. 345 ff.

<sup>17</sup> David Crouch, 'From Stenton to Mcfarlane: Models of Societies of the Twelfth and Thirteenth Centuries', *Transactions of the Royal Historical Society*, 5 (1995), pp. 187-192.

<sup>18</sup> P. R. Coss, *Lordship, Knighthood and Locality : A Study in English Society c.1180-c.1280* (Cambridge, 1991)

clues and the second is to look at witness lists for each generation to see whether the families who acted as witnesses to multiple deeds might indicate a connection through marriage.

**Table 6. 1 Table of marriages.**

<b>Okeover</b>	<b>Spouse</b>
Orm	Family of Saswalo??
Daughter of Orm	Andrew of Leigh
Ralph	Lettice de Montgomery
Ralph	Blore
Richard	Marjorie of the Waterhouses
Hugh I	Verdun???
Geoffrey	Matilda of Boylestone
Robert I	Sara de Chandos
Robert I	Misterton
Denise	Robert f. Tholy
Hugh II	??
Robert	Denstone
Ellen	Robert of Ashbourne
Robert II	??
Lucy	William de la Launde
William	Alice de Milwich
Avice	Robert of Thorpe
Amicia	John of Ilam
Amicia	William de Venables
John	Margaret FitzHerbert
Arabella	John Foljambe
Roger	Christine
Isabella	William Sacherevall

Orm, the first of the Okeovers mentioned in the cartulary, was active between about 1100 and 1138. There is no record of his marriage. Records of Orm's land-holdings at Okeover, Mayfield and Stretton survive. Chapter 4 showed the close relationship between the Okeovers and the descendants of Saswalo.<sup>19</sup> It is possible that there was a marriage alliance behind the links between the families and, though this can only be speculation, this might have involved Orm.

Witness lists for charters may also provide indirect evidence of possible family marriages. Apart from the descendants of Saswalo, Robert fitz Walkelin of Radbourne witnessed on two occasions for Orm and on one occasion for Ralph, Orm's son.<sup>20</sup> Robert I of Okeover later married Sara de Chandos, the grand-daughter of Robert fitz Robert fitz Walkelin.<sup>21</sup> Ralph de Montgomery witnessed on one occasion for Ralph, Orm's son, who married Lettice de Montgomery.<sup>22</sup> Both the Walkelins and the Montgomerys were relatively prominent Norman families holding land from Henry de Ferrers and his successors. The Okeovers held land from each of these families following the respective marriages, in Snelston from the Montgomerys and in Atlow from the descendants of Walkelin.<sup>23</sup> The question is whether lands at Snelston

<sup>19</sup> See p. 84.

<sup>20</sup> See diagram A.1 p. 227 and OC15.

<sup>21</sup> See diagram A.3 p. 211.

<sup>22</sup> SRO D603/A/Add/22.

<sup>23</sup> These relationships are investigated at greater length in chapter 7.

and Atlow were acquired as a result of the respective marriages or whether the Okeovers had previously held land in these locations. In both these cases the marriage involved the eldest son and therefore the heir of the Okeovers. The traditional arrangement at this time might have involved the provision by the bride's family of land in the form of a 'maritagium'.<sup>24</sup> It would be reasonable, however, to suppose that in each case the Okeovers would have needed to make a significant contribution of resources to secure a marriage to a relatively powerful Norman family. The presence of earlier generations of these families as witnesses to Orm's charters is consistent with the possibility that the relationships between the families did predate the marriages. Their presence would be best explained by a tenurial connection between them and the Okeovers. The facts relating to both instances are complex they will be investigated in greater depth in chapter 7 when I also consider the longer term implications of the tenures involved in these marriage alliances. The point is that one of the ways in which Norman families may have attempted to extend their control over lands that lay within their manors but were held by English families would have been through marriage.

Ralph of Okeover's second marriage was to a daughter of his neighbour Robert of Blore and the couple received land in Swinscoe, a part of Blore that bordered on the Okeover lands at the Woodhouses. At the time of Domesday, Blore was amongst the lands of Robert of Stafford. Whether this marriage represented a conscious move away from the Ferrers connections or was an opportunity available at the time is unknown, but it is likely that this marriage took place at a time when the Ferrers' star was on the wane following the end of Stephen's reign in 1154.

Richard, the son of Ralph and Lettice de Montgomery, married Marjorie the daughter and joint heiress of Waterfall, a moorland manor to the west of Okeover, and also land at Butterson.<sup>25</sup> This marriage must have taken place in the middle years of the twelfth century, perhaps early in the third quarter. Richard was granted Snelston.<sup>26</sup> Ralph, Richard's father was still alive at the time though it may well be that his mother Lettice was already dead and Ralph had already married his second wife. Hugh I, who eventually inherited Okeover, was a son of this second marriage. Marjorie of Waterfall was one of the five co-heiresses of Robert fitz Adam of Waterfall. His other daughters married respectively Turgis of Ilam, Robert of Castern, William of Butterson and William of Wrottesley. Turgis and Robert both held land that lay within the area of jurisdiction of the manor of Okeover and for which they owed services to the court of Okeover and both later received deeds executed by Hugh I of Okeover dated 1180 x 1220.<sup>27</sup>

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<sup>24</sup> See for example Coss, *The Foundations of Gentry Life*, pp. 190-192 and Joseph Biancalana, *The Fee Tail and the Common Recovery in Medieval England, 1176-1502* (Cambridge, 2001), pp. 51-52. The use of the *maritagium* was not limited to the family of the bride. See *The Treatise on the Laws and Customs of the Realm of England, Commonly Called Glanville*, Glanville, Hall, p. 92 [VII, 18]; any free man may give any part of his land to any man in marriage with any woman.

<sup>25</sup> Marjorie is the name identified in 'Wrottesley', p. 25 though she is referred to as Margareta in 'SS R and J', p. 130.

<sup>26</sup> 'SS R and J', p. 130.

Richard was marrying a woman who was or was to be the sister-in-law of two men who might be regarded as tenants of his father. Whatever the precise status of Turgis and Robert, and it is reasonable to suppose that they were themselves freeholders of land held on the basis of Anglo-Saxon practices, Richard does not appear to have been making a marriage that would have been brought great social advantages, though at least Marjorie was bringing with her an inheritance of land in located in Waterfall and Butterson. The other point to be made is that this marriage took place at a time, probably after 1154 when Henry II became king, when the influence of the Ferrers family was at a low ebb.<sup>28</sup> The land at Waterfall fell partly within the influence of the earl of Chester, and the choice of marriage partner might also reflect the Okeover family priorities at the time as to the importance attached to their different local alliances.<sup>29</sup> This, however, cannot be taken too far because the manor of Butterson, was a detached part of the parish of Mayfield, held of the Priory of Tutbury founded by Henry de Ferrers. Also the monks of Burton held two bovates at Waterfall.<sup>30</sup> It can be seen therefore that the patterns of landholding in the area were extremely complex, presenting a family such as the Okeovers with a challenge when it came to balancing their different interests, but at the same time possible opportunities for playing one local magnate off against another.

Similar considerations may perhaps have been relevant to Hugh I who must have married at some time in the last quarter of the twelfth century. We do not know directly whom he married so it is only possible to speculate on the basis of contextual evidence. In this respect transactions in land are possibly relevant. The most significant acquisition was the land he acquired at Sheen from Bertram de Verdun.<sup>31</sup> The grant was confirmed, after Bertram's death at Acre the following year, by Bertram's son Nicholas de Verdun after he had succeeded his brother Thomas.<sup>32</sup> This grant specifically excluded Hugh I from any obligation to pay scutage, which is consistent with a service to be paid in cash and probably explains why the Verduns made no subsequent claims to wardship of Okeover heirs. However, the obligation to attend the Verdun court at Alton remained in place.<sup>33</sup> The Okeover family continued to hold Sheen for many years. It was amongst the lands for which they received a grant of free warren from Henry III in 1256.<sup>34</sup> Hugh II gave Sheen to his son Richard.<sup>35</sup> There are various conceivable explanations for this acquisition none of which can be entirely dismissed. At Domesday Sheen was held by the king, though Burton

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<sup>27</sup> 'Wrottesley', p. 25 ff. See also BL Loan 30, fol. 118r. They were not known to hold land elsewhere.

<sup>28</sup> 'Wrottesley', p. 30.

<sup>29</sup> 'Wrottesley', p. 30.

<sup>30</sup> 'Wrottesley', p. 30.

<sup>31</sup> OC27. Hugh I paid Bertram one hundred shillings and a palfrey and owed a service of thirty six shillings and eight pence annually and also suit at Bertram's court with reasonable notification.

<sup>32</sup> OC28.

<sup>33</sup> OC147.

<sup>34</sup> OC23.

<sup>35</sup> OC147, 'WO', p. 116.

Abbey held some land there connected with the church. It is unlikely that Hugh I's acquisition of Sheen was just a commercial transaction. The Verduns seem to have steadily acquired land at this time and used it carefully in supporting family members.<sup>36</sup> Nor is it likely that Bertram was rewarding Hugh I for his past service.<sup>37</sup> It is possible that Bertram was raising funds before he left to join Richard I on crusade.<sup>38</sup> Alternatively, it might have been that he was making appropriate arrangements for his family before leaving and it is at least conceivable that this would have involved arranging for the marriage of a daughter. There is nothing directly in the documents to suggest that this was a marriage gift. There is no direct evidence on the Verdun side to suggest the existence of such a daughter, though no detailed genealogical information is available. The possibility of a connection by marriage is supported by the patterns of witnessing of Hugh I's deeds as both Henry of Denstone, a tenant of the Verduns near to Alton, and William of Ipstones, son of Bertram's brother Hubert, were regular witnesses. The evidence is slender but a marriage rather than an exercise to raise money would seem to provide a more compelling reason as to why Bertram transferred his manor at Sheen to Hugh I. Given the eclipse of William I de Ferrers at the time, the family of Bertram de Verdun would have provided an attractive alternative source of local support and influence. His main seat in Staffordshire was close to Okeover and Bertram also held land at Musden close to Ilam and also the Woodhouses.<sup>39</sup> Bertram was a significant figure in the king's administration of Ireland.<sup>40</sup> Bertram was 'high in the king's favour' after the baron's revolt of 1173-1174.<sup>41</sup> Bertram had also been close to Hugh II Earl of Chester, though the latter was also out of favour with the king.<sup>42</sup> It should also be noted, however, that Bertram had been related by marriage the Ferrers having been married first to Matilda the sister of William I de Ferrers.<sup>43</sup>

The Okeovers continued to have close links to some of the successors of Bertram de Verdun. William of Ipstones, son of Bertram's brother Herbert, and his descendants witnessed numerous Okeover charters. For example when Hugh granted Robert Ruffo of Throwley and his heirs a bovate of land at Sheen for his homage and service, William of Ipstones was the first named witness.<sup>44</sup> However, it is not possible to conclude that because the land at Sheen had been acquired from the Verdun family, of whom the Ipstones were junior descendants, their

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<sup>36</sup> 'Verdun', p. 246.

<sup>37</sup> Hugh I was only an occasional witness of Verdun charters. See 'Verdun', p. 207.

<sup>38</sup> 'WO', pp. 10-11.

<sup>39</sup> 'Verdun', p. 5. Croxden Abbey located close to Alton and founded by Bertram de Verdun in 1176 subsequently held the land at Musden as a grange.

<sup>40</sup> 'Verdun', p. 33 ff. There is no evidence to connect Hugh I of Okeover to Ireland.

<sup>41</sup> 'Verdun', p. 10, *The Charters of the Anglo-Norman Earls of Chester*, Barraclough, p. 90 identifies him as justiciar.

<sup>42</sup> Bertram witnessed a number of charters for Hugh Earl of Chester: *The Charters of the Anglo-Norman Earls of Chester*, Barraclough, nos 171, 180, 188, 194.

<sup>43</sup> 'Golob', p. 4.

<sup>44</sup> OC29.

participation as witnesses of Sheen charters was a direct tenurial requirement. Not all Sheen deeds were witnessed by an Ipstones.<sup>45</sup> Hagger suggests that the former wife of William of Ipstones married Richard of Okeover who had been granted Sheen by his brother Hugh II.<sup>46</sup> In the late-thirteenth century, William of Ipstones, a direct descendant of Bertram's brother Herbert, held a moiety of Castern from John Lord of Okeover by homage and service suggesting an earlier marriage between the families of Ipstones and Castern.<sup>47</sup> The Okeover family also had close family ties to Henry of Denstone, a tenant of the Verduns at Denstone, close to Alton. Henry witnessed fourteen Okeover charters for Hugh I and Robert I.<sup>48</sup> These included the confirmation made by Nicholas, Bertram's son, of the original grant of Sheen. The composition of the witness list of this charter is particularly interesting and suggests that it was confirmed on the occasion the meeting of a Verdun court.<sup>49</sup> In the next generation, Robert of Okeover, shown by the family tree to be a younger brother of Hugh II, married Margaret the daughter and heiress of Henry of Denstone.<sup>50</sup> It is also worthy of note that the abbot of Burton held some land in Sheen.<sup>51</sup> Further Hugh II of Okeover renounced the rights of advowson in respect of the chapels of Ilam and Sheen to the abbot of Burton.<sup>52</sup>

Both of these cases are examples of when two families tie themselves together in mutually reinforcing relationships where each family holds land either of the other or of their close relatives. The participants in such a close network of relationships would gain advantages in their dealings with the more powerful local families. With the Ipstones and Denstones, both with close ties to the Verduns, the wider connections of the latter, including a previous family alliance with the Ferrers and a close tenurial relationship with them, as well as links to the Earls of Chester, brought significant potential benefits.

Robert I of Okeover, Hugh I's son and successor, married Sara de Chandos, a return to the Ferrers connection. The marriage would have taken place early in the thirteenth century and at a time when the Ferrers had regained their influence in the service of King John and his son Henry III. In any case the marriage of Robert I to Sara Chandos represented a different balance with a family that was also associated with Stafford in addition to Ferrers. Sara's mother Margaret was

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<sup>45</sup> The first named witness of OC40 was Robert of Ashbourne, seneschal, suggesting perhaps that this deed may have been produced with the assistance of the Ferrers administration.

<sup>46</sup> 'Verdun', p. 234.

<sup>47</sup> 'Verdun', p. 17, *IPM*, vol. III no. 126 and *IPM*, vol. II no. 813.

<sup>48</sup> See chapter 7 below.

<sup>49</sup> The witnesses were William Panton, Ralph son of Jordan, Robert of Campan, William of Ipstones, Henry of Denstone, Henry of Witon, Elya the Clerk, Milo Verdun, William of Warwick, Thomas of Stanton, see OC27.

<sup>50</sup> See above.

<sup>51</sup> OC13. In exchange of land between Hugh II and John Abbot of Burton for the accommodation of the chaplains of the chapel of Okeover Hugh II relieved the abbot of his obligation to pay four shillings a year for the tithes of pasture, peat and heath: OC13.

<sup>52</sup> BL Loan 30, fol. 29.

the daughter of Robert fitz Robert fitz Walkelin who held land from the Ferrers at Radbourne and Atlow. Margaret's sister married William de Stafford. The marriage between Robert I of Okeover and Sara was connected with land at Atlow and this aspect is investigated in further detail in chapter 7.

Later Robert I also acquired land at Misterton, in the south of Leicestershire, probably as a result of a second marriage.<sup>53</sup> Robert appears from time to time as a juror or knight of the shire.<sup>54</sup> Royal records also show that Robert participated as a collector of scutage.<sup>55</sup> Robert appears to have been dead by 1235.<sup>56</sup>

Turning to Hugh II and his son Robert II, it is much more difficult to identify any pattern in the witnessing of deeds or acquisitions that provides a clear hint as to which families they might have married into. There is no document to indicate that either might have married a daughter of one of the more important families in the neighbourhood. In the time of Robert I, when Hugh II his son might have married, there was a systematic acquisition of land in Parwich that is otherwise unexplained, and this might conceivably be connected with a marriage, but there is no evidence about the subsequent history of this land that might indicate either the reason it was acquired or the name of any family member that might have been given the land there. The patterns of witnessing of Okeover family charters during the times of Hugh II and Robert II leant towards the use of local men as witnesses, often men who were also tenants of the Okeovers.<sup>57</sup> It is possible that the politics of the middle two quarters of the thirteenth century made the making of a prestigious marriage for the heir of Okeover less of a priority. Indeed Hugh II was himself a man of some status in the area as shown by his term of office as sheriff of Staffordshire and Shropshire.<sup>58</sup> The power of the Ferrers was waning towards the middle of the thirteenth century and the de Montfort revolt and subsequent eclipse of Robert III de Ferrers came towards and after the end of Hugh II's life. Hugh largely managed to avoid being caught up in these problems, though legal cases he brought in 1265 concerning alleged attacks on his land and goods suggest that he was under some pressure locally.<sup>59</sup>

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<sup>53</sup> A case in *CRR*, vol. XII pp. 140, 408, 409 in 1225 and 1226 refers to Robert of Okeover and his wife Amicia. The other names mentioned make it plain that this was Robert I and the inference to be drawn is that his first wife Sara had died. There may well have been another connection here with the Verduns who held the manor of Misterton, see 'Verdun', p. 32 and the Abbot of Croxden, an abbey founded by the Verduns is mentioned in one of the hearings.

<sup>54</sup> See *CRR*, vol. XV 1233-1237 p. 2 no. 4, p. 217 no. 1020.

<sup>55</sup> *CCR*, 1234-1237 p. 190.

<sup>56</sup> *CCR*, 1234-1237 p. 190, *Liber Feodorum : the Book of Fees, Commonly Called Testa de Nevill* (London, 1920), p. 529.

<sup>57</sup> See diagrams A.12 and A.13, pp. 239 and 240.

<sup>58</sup> See chapter 7.

<sup>59</sup> 'Plea Rolls, Temp. Henry III: Suits Affecting Staffordshire Tenants, Taken from the Plea Rolls of the Reign of Henry III, and Abstracted into English', ed. George Wrottesley, in *Collections for a History of Staffordshire*, vol. IV (London, 1883), p. 159.

Later John of Okeover, the son of Robert II, married Margaret, the daughter of his Snelston neighbour Henry FitzHerbert. The family of Christine, wife of Roger of Okeover is not known.

#### 6.4 Marriages of younger siblings.

The marriages of Okeover daughters and younger male siblings also demonstrate that a number of different considerations might have been relevant to the decision. These ranged from the purely economic to the more obviously political and from the very local to a wider area. The priorities varied over time and also, presumably, with the characteristics of the individuals involved and the opportunities available.

**Table 6. 2 Provision for younger siblings.**

Okeover	Relationship	Name	Place	Reason
Orm	Daughter		Stretton	Marriage
	Son	Ralph	Snelston	Marriage
Ralph	Daughter	Alice	Stretton	Marriage?
Ralph	Daughter	Alice	Callow?	Marriage?
Hugh I	Brother	Geoffrey	Snelston	
	Son?	Roger	Woodhouses	
	Son	Robert I	Atlow	Marriage
Robert I	Daughter	Ellen	Callow	Marriage
	Daughter	Denise	Bradbourne	Marriage
	Son	Robert	Stretton?	
Hugh II	Brother	William	Milwich	
	Son	Richard	Sheen	
	Daughter	Lucy	Callow	Marriage
	Daughter?	Avice	Woodhouses	Marriage
		Avice/Amicia	Misterton	
	Daughter	Amicia	Woodhouses	Marriage
Robert II	Son	John	Atlow	
John	Sister	Arabella	Snelston	Marriage

Little is known about the marriages of the female and younger male children of Orm and, with one exception, Ralph. During the time of Hugh I and Robert I, the evidence confirms that the emphasis was redirected towards relationships surrounding William II de Ferrers. Geoffrey, Hugh I's younger brother, married Matilda of Boylestone, a family with land connected to the Ferrers.<sup>60</sup> There were also marriages to Robert of Ashbourne and Robert of Thorpe, both men who acted at times as the earl's seneschal.<sup>61</sup> There were, however, more local alliances as when Denise, daughter of Hugh I married Robert fitz Tholy, a neighbour at Atlow, who held other land nearby around Kniveton and was a descendant of an English family. Hugh I gave the land at Bradbourne to Robert and Denise. Stenton noted that a number of those of native origin who were of local importance including 'above all Robert son of Toli of Kniveton, were obviously of more distinguished standing than the peasants whose charters form the bulk of [his] present

<sup>60</sup> *CRR* vol. 3, p. 73; *DB* 27, 6.55.

<sup>61</sup> Ellen daughter of Robert I married Robert of Ashbourne and Hawisia of Okeover, not identified in the family genealogy, married Robert of Thorpe. The connection with Robert of Ashbourne is discussed in more detail in chapter 4 above.

collection.<sup>62</sup> After the death of Robert fitz Tholy, Denise sold back her interest in Bradbourne to her brother Robert I of Okeover for the sum of five marks so it is reasonable to suppose that this marriage bore no children.<sup>63</sup>

As the thirteenth century progressed the emphasis changed. The marriage of Robert, the younger son of Robert I, to the heiress of Henry of Denstone, Denstone being partly Verdun land, shows the continuing links with that family. By this time William II de Ferrers may have been ageing and the strongest links to him personally had in any case been connected with Hugh I. If Robert I leant towards Verdun interests this might also make more sense if it had indeed been the case that his mother was a Verdun. It would be reasonable to suppose that blood relationships well as politics would have played a part in the complexities of the web of alliances that the Okeovers wove across the locality. So we see, on the other hand, that Robert continued to be close to Robert of Ashbourne who was for a time the earl's seneschal. For the remainder of the thirteenth century, marriages of younger siblings seem to have been rather more opportunistic, suggesting that the pressure of managing the vertical relationships with the more important figures in the locality had become less important at this time. The local influence of the Ferrers weakened after the death of William II and completely disappeared after 1265 with the disgrace of Robert III. Ranulf of Chester died childless in 1232 and his lands passed to his sisters. The earldom of Chester reverted to the crown in 1237 and remained there, apart from a brief revival in the hands of Simon de Montfort. Hugh II acquired additional land in Milwich to facilitate the marriage between his brother William and Alice heir to Milwich.<sup>64</sup> Lucy, Hugh's daughter married William de la Launde, whose main lands were in Lincolnshire, but who also held or was granted land in Snelston. They were also given the manor of Callow. Amicia another of Hugh's daughters married first John the heir of Henry of Ilam, representing a much more local interest and second William de Venables whose family allegiance was to the Earl of Chester.<sup>65</sup> In subsequent generations, John of Okeover married his sister Arabella to John Foljambe, a family with interests in North Derbyshire and Nottinghamshire, and they were given land in Snelston, an equal amount being contributed by the brother of the bride and the father of the groom. The latter purchased the necessary land from Roger of Wardington another landholder in Snelston.<sup>66</sup> Later Isabella, the sister of Roger was married to William Sacherevall, a member of another established Derbyshire family.

The other dimension of the choices the family made in the selection of marriage partners was the cost. The resources required in securing a good marriage involved either land already

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<sup>62</sup> F. M. Stenton, *The Free Peasantry of the Northern Danelaw* (Oxford, 1969), p. 23.

<sup>63</sup> OC118.

<sup>64</sup> See diagram A.11, p. 238.

<sup>65</sup> See *The Charters of the Anglo-Norman Earls of Chester*, Barraclough, though at the time Chester was in the hands of the king.

<sup>66</sup> OC132, *Derbyshire Feet of Fines*, ed. David Crook (Chesterfield, Forthcoming), no. 352.

in the family's possession or money possibly to acquire land for the purpose or as a gift. There is no evidence of money gifts, if these were provided at the time of marriages. The use made of different Okeover landholdings in providing for the marriages and other endowments made for younger siblings is shown in the table at the end of this paragraph. The evidence is revealing. Glanville set out the rules for inheritance on the death of a landholder distinguishing the different rules that might apply to holders of land by military service as opposed to lands held by free sokemen. To an extent, however these rules could be varied during the lifetime of a holder. Holt explained the situation with regard to land held by military service, that any lands inherited would be passed on intact to the next heir but that acquired land might be passed on to younger siblings.<sup>67</sup> Different customs applied to land held by other services and the customs varied in different parts of England. So far as the Okeover evidence is concerned, the core holding at Okeover always descended to the heir of the holder. However, this core did not include land that formed part of the Mayfield carucate held from Tutbury Priory or indeed the land at Stretton that Orm had held from Burton Abbey. Orm's use of these lands in providing for his younger children may have differed from the practices applicable to land held by military service, though this could have depended on the definition of what constituted the military fief. It is likely that the fact that much of the Okeover family's landholdings were held in socage reduced any constraints as to how the land was distributed within the family. It is also conceivable that Orm may not have acquired these lands by inheritance. The question as to how these lands came into Orm's hands is inextricably linked with the broader question of the origins of the Okeover family. Unless it is possible to answer this question categorically it is not possible, in the absence of other evidence, to arrive at a clear answer as to whether Orm himself followed the policy that Holt suggested. What is apparent is that subsequent generations did not. Land, excluding Okeover itself, given in marriage was often given conditionally and returned on the failure of a marriage to produce heirs. In the early twelfth century Orm gave his daughter the six bovates at Stretton on marrying Andrew.<sup>68</sup> Later Andrew returned Stretton to Orm, probably about the time Andrew was granted Leigh, again from the abbey.<sup>69</sup> The Stretton land, inherited by Ralph, Orm's son, was later given by Ralph to his daughter Alice.<sup>70</sup> At the start of the thirteenth century, Hugh I gave four bovates that he had acquired at Bradbourne to his daughter Denise on her marriage to Robert fitz Tholy and this was later returned to her brother Robert I.<sup>71</sup> The first mention of the

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<sup>67</sup> Holt, 'Politics and Property in Early Medieval England', p. 12.

<sup>68</sup> Andrew is identified as the son in law of Orm in *Geoffrey*, no. 10, pp. lii-lv.

<sup>69</sup> See OC14 and *Geoffrey*, no. 13, p. lvi-lvii. In the earlier Burton survey B, c.1115, Leigh was listed as being held in farm by an Orm, but at this time Burton Abbey had three different Orms amongst its leading tenants and it is not possible to determine which Orm this was.

<sup>70</sup> Chapter 3 above establishes that both Orm and Ralph held Stretton in fee and inheritance.

<sup>71</sup> The first reference to Bradbourne is a deed of Geoffrey de Causers(Caux) giving and granting four bovates in Bradbourne to Hugh I of Okeover (1180×1220). The use of the word *dedi* together with the identification of the previous occupants of the two pieces of land involved does suggest that this was a new acquisition, though there is no indication of the payment of a purchase price. (OC117).

manor of Callow was associated with Ralph, who had probably inherited it, and he may have given it to a daughter, Alice, on her marriage.<sup>72</sup> Hugh I therefore inherited his interest there. Robert I, his son, gave Callow to his daughter Ellen on her marriage to Robert of Ashbourne. She later returned it to her brother Hugh II after Robert's death and he then gave it to his daughter Lucy when she married Sir William de la Launde. Avice, probably a daughter of Robert I, was given two bovates at Swinscoe, on her marriage to Robert of Thorpe and this was later returned.<sup>73</sup> Hugh II did acquire land in Milwich to secure a marriage for his son William to Alice the heir to the manor. Amicia another of Hugh II's daughters was given land at the Woodhouses when she married William de Venables and later land at Misterton in Leicestershire.<sup>74</sup> John of Okeover gave five bovates and five acres in Snelston to secure the marriage of his sister to John Foljambe and William Foljambe, and William, John's father, purchased the same amount to give to the couple. In these cases, the arrangements involved, including provisions for the return of the land provided when no heir was produced meant that some of the lands were used more than once.

<b>Place</b>	<b>Person</b>	<b>Reason</b>
Atlow	Robert I	Chandos marriage
	Robert II	Mortgaged
	John	Two bovates
Snelston	Ralph	Montgomery marriage
	Geoffrey	
	Hugh II	Reacquired
	Avice de Grendon?	
	Arabella	Foljambe marriage
Bradbourne	Denise	Tholy marriage
Callow	Alice?	Peter?
Callow	Ellen	Robert of Ashbourne
Stretton	Lucy	William de la Launde
		Andrew
	Alice	
Misterton	Robert?	
	Avice	
	Amicia	
Woodhouses	Roger	
	Amicia	
Swinscoe	Avice	
Sheen	Richard	
Milwich	William	

From this evidence it is difficult to conclude that the policy followed by the family was consistent with any formal set of rules that precluded the use of inherited land. Holt did argue

<sup>72</sup> See above chapter 4.

<sup>73</sup> Ralph of Okeover acquired Swinscoe in the mid-twelfth century on his second marriage and it was then inherited successively by Hugh I and Robert I.

<sup>74</sup> The Woodhouses was part of the Mayfield carucate and Misterton had been acquired by Robert I probably as a result of a second marriage and therefore passed as an inheritance to Hugh II. It is possible that Avice was a step-sister of Hugh II as a product of this second marriage

that the practice of passing such land on the basis of subinfeudation meant that these gifts of land were not absolute and therefore remained under family control.<sup>75</sup> Alternatively this could have been a result of gifts made in the form of a ‘maritagium’, a form of conditional gift. It is certainly true that there are a number of examples where land was returned to the holder of Okeover when a marriage failed to produce heirs. However, there are other examples where there were heirs where subsequent attempts to reassert control over land previously given in marriage failed. A later attempt by Sir Philip of Okeover in 1383, perhaps on the basis of a claim that the land had been granted in tail male, failed.<sup>76</sup>

Direct provision for younger sons was more varied. Hugh I gave Snelston to his younger brother Geoffrey in the first decade of the thirteenth century.<sup>77</sup> Hugh I also gave Roger of Okeover, probably either a brother or a son, land at the Woodhouses part of the land he had inherited in the Mayfield carucate.<sup>78</sup> Either Hugh II or Robert II gave the manor of Sheen, which they had inherited, to Richard the son of Hugh and brother of Robert. Finally, Robert II gave his brother John two bovates at Atlow, but not the manor. However, by this time Robert II was heavily in debt.<sup>79</sup>

Thus, with the exception of the core of the manor of Okeover and the manor of Atlow, all the other identifiable family lands were used at some time as marriage gifts for daughters or to provide for younger sons.

The Okeover evidence is an example showing the policies followed by an English family with much of its land held in socage rather than by military service. This differs substantially from a model suggesting rapid adoption of primogeniture or indeed a practice of granting only acquisitions to younger siblings.

To emphasise the point, what was distinctive about much of the Okeover land was that it was held in socage. The core Okeover lands were held in socage, and as will be argued below this was possibly also true of their holdings at Atlow and Snelston. Socage land was not subject to the same burdens of escheat and wardship as land held by military service. Further the sale of land held by socage may not have been as restricted by the requirement to gain approval of the chief lord of the fee. The provisions made for younger children could be described as generous, at least until the time of Robert II in the last quarter of the thirteenth century, and he, as will become apparent, was in some financial trouble at the time. Even after this John of Okeover made a significant provision for his sister Arabella. What the Okeover evidence points to is a

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<sup>75</sup> Holt, ‘Presidential Address: Feudal Society and the Family in Early Medieval England: III. Patronage and Politics’, p. 18 n. 75.

<sup>76</sup> ‘WO’, pp. 44-45.

<sup>77</sup> This is a complex story and is expanded in chapter 7.

<sup>78</sup> See above.

<sup>79</sup> See below.

need for wider research into the possible impact that the different categories of tenure had had and the extent to which the application of the rules of primogeniture were limited to land held by military service, which is certainly what Glanville suggests.<sup>80</sup> This would potentially provide a fuller explanation for the apparent differences between the rules of primogeniture and the wider variations in behaviour already noted by Holt.

## 6.5 Witness lists: problems with the evidence.

Chapters 3 and 4 examined the vertical social and tenurial relationships between the Okeovers and the abbey at Burton upon Trent and the Ferrers at Tutbury. This chapter has so far looked at how providing for family members and the relationships created with other families through marriage interplayed with tenure. In this and the next section I will look more closely at the network of mainly horizontal social relationships and their geographic distribution based on the study of the witnesses listed in Okeover deeds and how these relate to the marriage alliances described above. Before proceeding, however, it is necessary to turn to the limitations of the available sources for such an investigation.

The main source of information for the social relationships formed by the Okeovers, apart from the parties to and the business of the individual transactions, comes from the lists of those who witnessed the transactions, where these are recorded in the surviving copies. The cartulary as a whole contains copies of only 200 documents, an average of only one per year over a 200 year period, rather less if the Morley deeds are excluded. These must therefore be approached with some care as they only provide evidence of occasional association between the witnesses listed. Indeed, it might well not be the case that all the witnesses listed were present together at the time a document was witnessed.<sup>81</sup> Nor do the documents often indicate when the various individuals named as witnesses may have been together for other reasons. Nevertheless, as long as the associations are not over-interpreted, they do provide the most reliable indication available of the social network of which the Okeovers were part. Given that the Okeover records are also an exceptional survival from this time of a record relating to the previous history of a gentry family they provide at least a tantalising glimpse into a past that is otherwise inaccessible.

The survival of witness lists depends both on the survival of original documents and on the practices of the compilers of the cartularies. The witness lists are usually appended to the deeds copied in the Okeover Cartulary and are generally faithfully recorded as can be verified from cross checking with originals where these survive. Neither the Burton nor the Tutbury cartularies include appended witness lists as a matter of practice. Fortunately the number of surviving originals for Burton Abbey fills this gap to some extent. There are, however, further problems

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<sup>80</sup> *The Treatise on the Laws and Customs of the Realm of England, Commonly Called Glanvill*, Glanville, Hall, p. 75 [VII, 3].

<sup>81</sup> Davit Broun, 'The Presence of Witnesses and the Writing of Charters', in Davit Broun (ed.), *The Reality Behind Charter Diplomatic in Anglo-Norman Britain* (Glasgow, 2011), p. 236 ff.

because of the nature of the witness list evidence. Practices for recording land transactions developed significantly over the time covered by this study. There are two distinct aspects to these changes, first the steady increase in the number of transactions for which records were generated and the proportion of those that survive and second the reducing number and social position of the individuals or other bodies involved in the production of records as the process became more routine. As a result, the composition of the witness lists, and thus the samples that provide the evidence of the social connections of the family, changed significantly over time. The implication of this for this chapter is that there are distinct problems when making comparisons over longer periods of time.

During the time of Orm, the only surviving written records available are from monastic sources. Four documents survive that name Orm in some capacity, only three of which carry lists of witnesses.<sup>82</sup> Of the four, three relate to Burton Abbey and one to Tutbury Priory. By way of comparison, only one document relating to Henry de Ferrers, who died before 1100, survives and that is his foundation grant to Tutbury Priory and this survives only as a fifteenth-century copy.<sup>83</sup> Five documents survive from the time of Henry's successor Robert I de Ferrers, c.1100 to 1138, two relating to Burton Abbey and three relating to Tutbury Priory, both ecclesiastical bodies.<sup>84</sup> Of the five, only three have witness lists. Two of these are also included in the number of transactions in which Orm appears. The number of surviving documents that include the name of Orm in some capacity does suggest that he was a relatively prominent figure, though Burton Abbey did record transactions with some of its other lay tenants.<sup>85</sup>

Records that were created by members of the laity begin to appear from the time of Ralph, the son of Orm. Five authenticated transactions survive from the time of Ralph, c. 1138 to 1180.<sup>86</sup> Four of these relate to land Ralph held from Burton Abbey. The fifth is a writ from Robert II de Ferrers, dating about 1155, relating to land Ralph held at Callow, an attachment of the royal manor at Wirksworth. The witnesses to this writ are consistent with it having been executed in Robert's court.<sup>87</sup> The significant increase in the number of surviving grants from Robert II de Ferrers, 1139 to 1159, twenty-three over twenty-one years, fifteen with witness lists, and his son William I, 1159 to 1189, fifty-seven over thirty-one years show not only that the Ferrers had developed an administration for the production of documents but also that the annual rate of production of documents doubled between the times of Robert II and William I.<sup>88</sup>

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<sup>82</sup> See diagram A.1, p. 227.

<sup>83</sup> 'Tutbury', no. 51 pp. 61-62.

<sup>84</sup> See diagram A.3, p. 228.

<sup>85</sup> See *Geoffrey*.

<sup>86</sup> See diagram A.2, p. 228.

<sup>87</sup> OC134.

<sup>88</sup> Inspection of the documents calendared by Golob, vol. 2, show that many of the grants of Robert II and William I de Ferrers are in the form of writ charters indicating that they emanate from their

From the time of Hugh I of Okeover, 1180 to 1220, there is an increase in the production of documents in the records of the Okeover family. Twenty-three documents with witness lists survive from the time of Hugh I, produced over some forty years, a rate of a document approximately every other year.<sup>89</sup> It is noteworthy that Hugh's documents were produced in a variety of locations or institutions. Apart from Burton Abbey and the Ferrers, Hugh had his own chaplain and some of the documents relate to the court at Okeover, though these survive as later copies.<sup>90</sup> He also received two grants that emanated from the court of Bertram de Verdun or his successor and also made use of the royal court recording transactions on feet of fines and the local court of Ashbourne.<sup>91</sup> The point is that the increase in the use of written records of transactions went hand in hand with an increase in the alternatives available for producing and authenticating records of transactions.

In subsequent generations, a further increase in the average number of written records surviving for each year can be observed, though the number produced also depended on the number of underlying transactions. So for example when Robert II of Okeover was experiencing severe financial difficulties the average number of transactions recorded not unreasonably declined. A gradual reduction in the number of witnesses for each document can also be observed. It is likely that the formal approval of such records on the occasion of a court became less important and the whole process more routine with greater importance attached to the document itself sealed in the presence of witnesses.<sup>92</sup>

It is important to bear in mind these changes in practice when using witness lists as a source of information about the social connections with regard to both the reduction in the average number of witnesses per transaction and the change in the underlying population from whom the witnesses were drawn. The effects of this will be considered in relation to the detailed evidence to be presented.

## 6.6 Evidence concerning social connections.

The approach adopted here is to use the names of those who appeared as witnesses to a number of deeds as potentially representing members of the horizontal social network surrounding the Okeovers. Table 6.4 provides an analysis of the men who witnessed four or more documents for Hugh I of Okeover who was active for about forty years from 1180 to

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administration. See diagram A.4, p. 230 for Robert II. The number for William I is derived from a count on a database constructed from the calendared entries from 'Golob', vol. 2.

<sup>89</sup> See table A.5, p. 231.

<sup>90</sup> DRO D231M/E241 has Hugh the Chaplain as the second witness though there is no way of knowing whether he produced the document.

<sup>91</sup> OC37.

<sup>92</sup> Kaye, *Medieval English Conveyances*, p. 4 sees '[t]he drawing up of non-royal documents [was] a matter for uncontrolled free enterprise, left to clerks of varying degrees of literary competence and technical knowledge.'

1220. Overall there are twenty-three surviving documents from this time that have witness lists appended, twelve in the cartulary and a further eleven from other sources. Whilst this total is substantially greater than that of the previous eighty or so years covering the lives of Orm and Ralph, the evidence is still thin, averaging little over a charter every two years over Hugh's life. What stands out from this is that three-quarters of the 208 names mentioned in the documents only appear in a single document. This is partly a reflection of the fact that many witnesses to particular documents were locals in the sense of being residents in the village concerned. This, together with the fact that the documents cover ten separate villages and the relative infrequency of the documents goes some way towards explaining this aspect of the distribution of witnesses.<sup>93</sup> The proportion of single witnesses in the total of those witnessing for Hugh I is also not dissimilar to the comparative figure for Robert II de Ferrers suggesting that it is not necessarily atypical. Over the forty years there is only one location, Swinscoe, where there are more than three surviving documents. In addition we need to consider whether the sample of names selected may be biased as a result of the distribution of deeds by location. There were nine transactions of land at Swinscoe and these largely concerned gifts of land there made to the abbey at Rocester. The possible impact of this is considered further below.

**Table 6. 4 Principal witnesses for Hugh I deeds.**

<b>Person</b>	<b>Tot</b>	<b>w</b>	<b>b</b>	<b>d</b>	<b>m</b>	
Hugh I of Okeover	23	4	9	10	0	
Henry of Denstone	9	9	0	0	0	Holds from Verdun, daughter marries a Robert of Okeover
Church of St Mary Rocester	8	0	8	0	0	Chester connection
Geoffrey of Okeover	7	6	1	0	0	Brother of Hugh
Ralph son of Jordan	7	7	0	0	0	Possible Jordan f. Fulcher connection
Philip of Draycot	6	6	0	0	0	Local, moorlands
Hugh chaplain of Okeover	5	5	0	0	0	Hugh I's chaplain
Richard of Bentley	5	5	0	0	0	Local
Robert Ward	5	5	0	0	0	Unknown, local Swinscoe
Roger of Okeover	5	3	2	0	0	Brother of Hugh
Geoffrey of Bec	4	3	0	1	0	Swinscoe local connection
Philip of Burton	4	4	0	0	0	Rocester witness
Robert of Thorp	4	4	0	0	0	Local, Ferrers seneschal, marries an Okeover
William of Ipstones	4	4	0	0	0	Descendant Bertram de Verdun

Key: tot = total, w = witness, b = beneficiary, d = donor, m = mentioned.

Thirteen names, 7% of the total, appear four or more times in deeds that also included Hugh I and these names are taken as possible candidates for membership of an horizontal social network around the Okeovers. Of these thirteen possibly four names can be eliminated as being linked specifically to the transactions at Swinscoe.<sup>94</sup> Of the remaining nine, two are Okeover family

<sup>93</sup> See table 7.2 below.

<sup>94</sup> Rocester Abbey itself, Philip of Draycott holder of Draycott in the Moors to the west of Swinscoe, Robert Ward and Philip of Burton.

members, one the chaplain of Hugh at Okeover,<sup>95</sup> two are relatives or tenants of Bertram de Verdun,<sup>96</sup> and two are local to the area.<sup>97</sup>

The remaining two names, Ralph fitz Jordan and Geoffrey de Bec require slightly more explanation. Ralph fitz Jordan witnessed seven charters, and only Henry of Denstone, nine, of which six related to gifts to Rocester Abbey, witnessed more.<sup>98</sup> The connection with this Ralph is difficult to establish. There is a reasonable possibility that he was a son of the Jordan fitz Fulcher who held the services of Ralph of Okeover.<sup>99</sup> The evidence for this is only circumstantial. It cannot be ruled out as implausible because of the dates involved. Jordan fitz Fulcher, a contemporary of Ralph of Okeover, Hugh's father, died c.1160 and therefore his son might well be only slightly older than Hugh I. Stathum cites charter evidence that places Ralph fitz Jordan close to both Henry fitz Sewall, who would have been his first cousin, and also to William I de Ferrers.<sup>100</sup> The number of times and the range of deeds that Ralph fitz Jordan witnessed also put him close to Hugh I, reinforcing the possibility of an earlier family tie or at least a close friendship. This evidence is suggestive but inconclusive. Geoffrey de Bec was granted land in Swinscoe but was a member of the de Bec family who held land in Hilton.<sup>101</sup> The family also held land from the Ferrers by military service.<sup>102</sup>

Further analysis of Hugh's transactions has shown how the evidence may be distorted by transactions in one location.

<b>Place</b>	<b>Hugh I</b>	<b>Robert I</b>
Ashbourne	1	-
Atlow	1	3
Bradbourne	1	2
Callow	3	1
Mayfield	3	-
Okeover	3	-
Parwich	-	7
Sheen	2	3
Snelston	1	5
Stretton	1	1
Swinscoe	9	4

The Okeovers had acquired land in Swinscoe when Ralph of Okeover married his second wife, a daughter of Robert the holder of Blore the village immediately to the west of Okeover.<sup>103</sup>

<sup>95</sup> Hugh the chaplain acted explicitly as Hugh I's clerk DRO 231M/T43.

<sup>96</sup> Henry of Denstone and William of Ipstones.

<sup>97</sup> Richard of Bentley and Robert of Thorpe.

<sup>98</sup> Geoffrey of Okeover, Hugh I's brother, witnessed six.

<sup>99</sup> S.P.H. Stathum, 'Later Descendants of Domesday Holders of Land in Derbyshire', *Journal of the Derbyshire Archaeological and Natural History Society*, New Series vol. II part II, no. XLIX (1927).

<sup>100</sup> Stathum, 'Later Descendants of Domesday Holders of Land in Derbyshire', pp. 264-5. See *Jeayes* no. 134. The other evidence comes from but the charters cited are not amongst those calendared by 'Golob'.

<sup>101</sup> 'Tutbury', no. 336.

<sup>102</sup> *Liber Niger*, p. 221.

Swinscoe was the southern part of Blore and lies immediately west of the Okeover's Mayfield carucate less than half a mile from the Woodhouses. It lies nearly a thousand feet above sea level some six hundred feet up Swinscoe Hill from the valley of the Dove. Compared to the land in the valley it is unpromising hilltop land bordering on sparsely inhabited moorland. Swinscoe is not mentioned in Domesday and was probably part of Blore which is listed amongst the lands held by Robert of Stafford.<sup>104</sup> The nature of the land may well reflect the use made of it by the Okeovers as reflected in the records.

Only a third of the surviving deeds relating to Swinscoe feature in Sir Roger's cartulary. Transactions involving Swinscoe took place during the lives of each of the subsequent generations of the family, with the exception of John of Okeover late in the thirteenth century. In the time of Hugh I the abbey at Rocester became closely associated with the land at Swinscoe partly or largely as a result of Hugh's gifts to it. The abbey was founded by Richard Bacon a nephew of the Earl of Chester.<sup>105</sup> Rocester Abbey was the beneficiary of six separate grants recorded in seven deeds. In four of these Hugh I was the grantor of various bovates of land together with the mill dues for fourteen bovates.<sup>106</sup> For the other grants involving Henry of Wetton and Margaret the widow of Ernald de Bec, Hugh I appeared as the first witness.<sup>107</sup> However, the Okeovers continued to retain control over at least some of the land.

As with other Okeover land away from the core holding at Okeover, land at Swinscoe had been used to secure marriages for younger children. Hawisia (Avice), the widow of Robert of Thorpe, held two bovates in Swinscoe which she returned to Hugh II. Robert of Thorpe was another of the seneschals of the Earls de Ferrers. His detailed history is more obscure than that of Robert of Ashbourne. Nevertheless he was witness to twenty Okeover deeds, including seventeen in the cartulary, dating between the end of Hugh I's time and Hugh II. The documents do not state directly whether this was the same Hawisia who subsequently married an Andrew de Grendon and was eventually given land in Misterton by Hugh II but the existence of the gift would support this connection.<sup>108</sup>

Hugh himself was a very occasional witness of the deeds of William II de Ferrers witnessing three out of the surviving 136 deeds of William II.<sup>109</sup> This is in stark contrast to other witnesses.

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<sup>103</sup> Robert of Blore held one and a third knight's fees in Blore and Grindon from the honour of Stafford. See *Liber Niger*, p. 137.

<sup>104</sup> *DB* 24, 11.41.

<sup>105</sup> *The Victoria History of the County of Stafford*, William Page, L. M. Midgley, J. G. Jenkins, M. W. Greenslade, D. A. Johnson, N. J. Tringham (London, 1908-), from p. 247 at <http://www.british-history.ac.uk/vch/staffs/vol3/pp247-251#h2-0001> seen on 22 July 2016.

<sup>106</sup> OO42, OO43, OO44, and OO46; see key to diagram A.5 p. 231.

<sup>107</sup> OO37, OO38, OO39; see key to diagram A.5 p. 231.

<sup>108</sup> See DRO 231M/T36, OC68, OC103, OC119, OC51, OC52, D231M/E652. It is certainly possible that Avice was the daughter of Robert I's second marriage as a result of which he received land at Misterton.

<sup>109</sup> See 'Golob', vol. 2 no.s 94, 101, 142.

In addition to Robert fitz Walkelin, who appeared in twenty-two of William II's deeds, second only to William of Rideware who was for a time the earl's seneschal, thirty-one, Thomas of Edensor, a descendant of Saswalo, appeared in nineteen deeds. The witnessing records suggest that Geoffrey, the younger brother of Hugh I, was closer to the circle around William II de Ferrers appearing in a total of nine deeds which also involved William II.<sup>110</sup> Hugh was also only an occasional witness of the charters of Burton Abbey.

Overall, the evidence relating to Hugh I suggests that the focus of his social connections shifted away from Burton and the Ferrers towards Chester and the Verduns. This is also consistent with his acquisition of Sheen from Bertram de Verdun and a strong relationship with Henry of Denstone a tenant of the Verdun's and also Hugh's patronage of Rocester Abbey with its connections to the Earl of Chester with whom Bertram also had strong connections.<sup>111</sup> During the first part of Hugh's tenure of Okeover William I de Ferrers, largely out of favour with Henry II, was reaching the end of his life. The deeds of Hugh I are perhaps notable for the absence of significant involvement of the families of Saswalo, with the possible exception of Ralph fitz Jordan, though this connection is uncertain, Montgomery and Walkelin, all major figures in the Ferrers court. Robert fitz Walkelin witnessed a single charter.<sup>112</sup> The attribution of these shifts in interest to a conscious policy on the part of Hugh rather than to the reduced esteem in which he was held in the Ferrers camp is reinforced by the support from William II de Ferrers that Hugh later received in his dispute with William de Montgomery concerning Snelston.<sup>113</sup> It is also possible, however, that their absence also reflected the changes in practice for the production of documentary records whereby the process became more routine rather than a major meeting of the court or an occasion to which important friends might be invited.

Robert I of Okeover was active between 1220 and 1235.<sup>114</sup> He appeared in twenty-four surviving deeds with surviving witness lists over fifteen years as compared to his father's twenty-three over forty years. Depending on whether there was any significant change in the proportion of documents produced that survive this does suggest a significant increase either in the number of transactions or of the proportion of the transactions that were recorded.

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<sup>110</sup> 'Golob', vol. 2 no.s 94, 162,168 and OC17, OC94, OC99, OC104, OC144, OC135.

<sup>111</sup> See above.

<sup>112</sup> Robert fitz Walkelin witnessed the confirmation of Callow, OC133, but this may well have been due to his connection to William II de Ferrers, for whom he witnessed on twenty-two occasions, rather than the tenurial link to the Okeovers in Atlow.

<sup>113</sup> See chapter 7. The Montgomerys held four knight's fees from the Ferrers. *Liber Niger*, p. 219.

<sup>114</sup> CCR 1234-1237, p. 190 in 1235.

**Table 6. 6 Principal witnesses for Robert I.**

<b>Person</b>	<b>Tot</b>	<b>w</b>	<b>b</b>	<b>d</b>	<b>m</b>	
Robert I of Okeover	24	6	18	0	0	
Robert of Ashbourne	11	11	0	0	0	Local, TIC Bradbourne, earl's seneschal, married Robert's daughter
William of Ley	11	10	0	1	0	Local Lea
Roger of Wednesley	10	10	0	0	0	Local Mapleton
Henry of Alsop	9	9	0	0	0	Local Alsop
Robert of Thorp	9	9	0	0	0	Local, earl's seneschal, married Avice Okeover
Roger of Woodhouses	9	9	0	0	0	Brother of Hugh I
Jordan of Snitterton	7	7	0	0	0	Son of Ralph f. Jordan?
Henry of Mapleton	6	6	0	0	0	Local Mapleton
Thomas of Ednesour	6	6	0	0	0	Descendant of Saswalo
Geoffrey of Okeover	5	1	3	1	0	Brother of Hugh I
Henry of Ilam	5	5	0	0	0	Local, tenant
Henry of Denstone	4	4	0	0	0	Tenant of Verdun, daughter marries Robert of Okeover
Richard of Draycott	4	4	0	0	0	Tenant of Verdun, possible tenant of Okeovers
Robert of Wednesley	4	4	0	0	0	Local Mapleton

Overall eighty-nine named individuals acted as witnesses in the twenty-four documents, less than half the number that witnessed the same number of Hugh I's deeds. The practice of producing deeds was becoming still more established and routine.<sup>115</sup> This is reflected in the more than halving of the number of witnesses participating. This was partly a result of a reduction in the total number of witnesses per charter and partly of a decrease in the proportion who witnessed only one charter from 75% to 62%. The latter may also be the result of the shorter period of time over which the charters were produced. Thirteen individuals witness four or more deeds each, approximately the same number for the same number of deeds as Hugh I. However, because the same number of deeds was generated over less than half the time, it is difficult to determine the extent to which this indicates an increase in the size of the group that Robert I regarded as core witnesses as compared to his father.

The distribution of Robert I's transactions by location shows seven deeds relating to the acquisition of land in the village of Parwich. There was one further acquisition by his son Hugh II. Parwich is a significant village two miles across the hills to the north west of Bradbourne. At the time of Domesday Parwich, was held by the king but it was subsequently granted to Henry de Ferrers.<sup>116</sup> The holdings acquired in Parwich were comparatively small amounting to two quarters of a bovate, further eighth of a bovate and the homage of two men by Robert I and a third part of a quarter of a bovate by Hugh II.<sup>117</sup> No indication has been found of the precise location of this land or the use to which it was put. The deeds were witnessed mainly by a small group with limited variations in the composition. An explanation for this would be that

<sup>115</sup> Kaye, *Medieval English Conveyances*, p. 3.

<sup>116</sup> *DB* 27, 1.15. The grant to Henry does not survive.

<sup>117</sup> OC58, OC59, OC60, OC61, OC62, OC63, OC64, OC65.

the transactions took place over a relatively limited span of time. Henry of Alsop witnessed all eight charters, Roger of Wednesley, Robert of Thorp and William of Ley witnessed seven of the eight and Robert of Ashbourne and Jordan of Snitterton witnessed six. The identity of the witnesses and the toponyms indicate without exception that the witnesses were either from the near locality or were related to the Okeovers or both. The transactions in Parwich do show that the choice of witnesses was affected by the location that was the subject of the transaction.

In terms of the other reasons that might explain the choice of witnesses, there are similarities but also some subtle changes. There were two family members in the list: Geoffrey of Okeover and Roger of the Woodhouses, probably Robert's uncles.<sup>118</sup> There were six men who could be classified as local: Roger of Wednesley and Henry of Mapleton from the next door village of Mapleton, Henry of Alsop, William of Ley and finally Henry of Ilam, who held his land from Robert. Henry of Denstone, who held some of his land from the Verduns, and was the most frequent witness for Robert's father Hugh, also witnessed for Robert on six occasions. Thomas of Edensor, a descendant of Saswalo, and Jordan of Snitterton, possibly a descendant of Ralph fitz Jordan and therefore Jordan fitz Fulcher are possible representatives of the families with whom the Okeovers may have had longer standing tenurial or marital ties, though Jordan of Snitterton's participation might be better explained by his own connections with Parwich.<sup>119</sup> The final two names are Robert of Ashbourne and Robert of Thorpe. Both have landholdings in the locality. As discussed above in chapter 4, both these men were for a time seneschals to the Ferrers and both married daughters of the Okeovers. Their participation in the authentication of Okeover transactions might be explained by their Ferrers connections, but it seems likely that their legal knowledge and their relationship to the Okeovers by friendship and marriage may have been more relevant though their proximity to the earl would have been a further advantage.

A further insight into the interplay between social relationships and tenure can be provided by the land the Okeovers held at Bradbourne from the early 1200s. The relationship between an occupier of land within a manor and the lord who held the manor were not necessarily determined simply by their position in an assumed tenurial hierarchy. Added to this are the complications of determining the category of tenure to which a landholding belonged. At Domesday Bradbourne was listed under Henry de Ferrers. There were four carucates TRE when it was held by Aelfric.<sup>120</sup> Two ploughs were *in dominio* with twelve villagers and four smallholders having four ploughs. Hugh I of Okeover had received a grant of four bovates of land at Bradbourne from Geoffrey de Caux early in the thirteenth century, shortly before

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<sup>118</sup> Roger of the Woodhouses may have been a first cousin: see the grant by Hugh I to Roger of Okeover DRO D231M/E191. Geoffrey's involvement was mainly on his own account.

<sup>119</sup> It can be shown that descendants of this Jordan of Snitterton held Ible which was the holding that Jordan fitz Fulcher gave to his illegitimate son Simon, though how it descended to Jordan of Snitterton cannot be traced directly. See *IPM*, vol IV p. 204 no. 301.

<sup>120</sup> See chapter 7 in relation to Aelfric's possible connection with Snelston and Atlow.

Geoffrey's death.<sup>121</sup> Geoffrey held his land from the Ferrers.<sup>122</sup> The gift and grant by Geoffrey was to Hugh and his heirs for their homage and service. Hugh was to render the service of an unmewed hawk annually at Derby market. There is no mention of military service and the nature of the service specified suggests that this was a socage tenure. Geoffrey added his warranty to the transaction, but there is no indication that this was demesne land that had previously in his occupation. It is more likely that Hugh I was acquiring this land for the first time as the charter indicated that the land had previous occupants, two of the bovates in the lower village had been held by Born and two in the upper village held by a Geoffrey, there is no indication that this was the same Geoffrey de Caux. On the other hand, Geoffrey was disposing of other interests in Bradbourne. In 1205 he granted Bradbourne to Godard de Bradbourne.<sup>123</sup> He also granted the church and its advowson to Dunstable Priory.<sup>124</sup> It is thus also conceivable that Hugh I was taking the opportunity to get written confirmation of a pre-existing holding before the manor changed hands.

The history of the manor in the years after Geoffrey disposed of it is somewhat confusing. A Robert of Bradbourne witnessed the deed of Geoffrey de Caux granting Hugh I of Okeover his four bovates at Bradbourne and also an agreement between Hugh I and Herbert of Morley and his wife Margarita in relation to Atlow dated between 1207 and 1220.<sup>125</sup> In 1215 the priory at Dunstable took action against the incumbent clergy at Bradbourne including one Robert the son of the previous rector Godfrey on the basis that he was 'incontinent'.<sup>126</sup> Robert himself was found guilty of incontinence, deprived of his office and fined five marks. Subsequently the priory had problems extracting the debt due from Robert. With the intervention of the dean of Ashbourne a settlement was reached under which Robert was relieved of one mark of the debt and agreed to pay the balance. In the event of his failure to pay the dean of Ashbourne was to retain the amount due from a moiety of the tithes of the other Bradbourne paying any balance that was due to Robert. Subsequently Bradbourne was held by Robert of Ashbourne the sometime seneschal of the Ferrers. In about 1230 Robert of Ashbourne, knight, provided a quit claim granting Dunstable Priory the church and patronage of Bradbourne and all its chapels as in the charter of Geoffrey de Caux.<sup>127</sup> This quit claim shows that he had at some time succeeded to or acquired some landed interest in Bradbourne. In 1238 Robert of Ashbourne purchased the manor of Bradbourne.<sup>128</sup>

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<sup>121</sup> OC117.

<sup>122</sup> 'Golob', vol. 2 no. 111.

<sup>123</sup> J. C. Cox, *Notes on the Churches of Derbyshire* (Chesterfield, 1875), vol. II p. 427. Confirmed 'Golob', vol. 2 no. 111.

<sup>124</sup> 'A Digest of the Charters Preserved in the Cartulary of the Priory of Dunstable', ed. G. H. Fowler, in *The publications of the Bedfordshire Historical Record Society*, vol. X (Aspley Guise, 1926), p. 78 no. 239.

<sup>125</sup> OC117, OC120.

<sup>126</sup> 'A Digest of the Charters Preserved in the Cartulary of the Priory of Dunstable', Fowler, no. 391 p. 129.

<sup>127</sup> 'A Digest of the Charters Preserved in the Cartulary of the Priory of Dunstable', Fowler, no. 544 p. 166.

<sup>128</sup> *Derbyshire Feet of Fines*, ed. David Crook (Chesterfield, Forthcoming), no. 159.

The existence of two individuals associated with Bradbourne sharing the name Robert and living at about the same time raises the question as to whether they were in fact the same man. The potential confusion is increased by the similarity of the names of Godard, to whom Geoffrey de Caux is supposed to have granted the lordship of Bradbourne and Godfrey the father of Robert the rector. Against the men being the same is another source of evidence that Robert of Ashbourne's father was named Lewenald.<sup>129</sup> It is not beyond the bounds of possibility that Robert of Ashbourne had been adopted by the rector of Bradbourne as his son but this just adds an extra layer of conjecture. Also the arrangements made in respect of the non-payment of the fine due from Robert the rector suggest that the latter had retained an interest in the tithes of what the document describe as the 'other Bradbourne'. This evidence is all circumstantial not to say confusing so the question as to the common identity of the two men must remain unanswered.

Subsequent to the death of Robert of Ashbourne Bradbourne descended to his nephew Henry. Later, Henry of Asbourne bought out a mesne tenant by acquiring the claim to a third of the moiety of a knight's fee in Bradbourne paying thirty marks of silver for this.<sup>130</sup> On Henry's death, Roger his son succeeded to Bradbourne.<sup>131</sup> Roger, who had adopted the toponym of Bradbourne owed military service of half a knight's fee for Bradbourne to Edmund of Lancaster the king's brother.<sup>132</sup>

It is not easy to trace the subsequent history of the Okeover landholding in Bradbourne though the Okeovers almost certainly retained an interest. A deed in the Okeover collection dated September 1 1303 records the transfer of two messuages and four bovates of land in Bradbourne from Henry of Mapleton resident in the fee of Bradley to Syman Colle of Bradbourne.<sup>133</sup> The presence of the deed and the area of land, four bovates, suggests that it may have been the same land as originally acquired by Hugh I. Mapleton is a village just across the Dove from Okeover. Various generations of Mapletons witness Okeover charters but there is no evidence to suggest whether they were related to the Okeovers by marriage rather than merely close neighbours.

Roger of Bradbourne had made no claim to the wardship of Roger of Okeover. However, when Sir Roger of Okeover died in 1337 leaving a son under age, his land at Bradbourne was in the custody of John son of Roger of Bradbourne, suggesting that it was held by military service.

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<sup>129</sup> 'Tutbury', no.s 129, 153, 229.

<sup>130</sup> *Derbyshire Feet of Fines*, ed. David Crook (Chesterfield, Forthcoming), no. 290. Henry made the payment to Robert le Huceyss, probably a descendant of Geoffrey de Caux. Richard of Harthill and his wife Ellen had called Henry to warranty. Given the date and the fact that Richard and Ellen held land in Bradbourne it is certainly possible that Ellen was the sister of Hugh II of Okeover and former wife of Robert of Ashbourne.

<sup>131</sup> *Calendar of the Cases for Derbyshire from Eyre and Assize Rolls Preserved in the Public Record Office*, ed. C. W. Luard (Barnston, 1938), p. 109.

<sup>132</sup> *Calendar of Inquisitions Post Mortem and Other Analogous Documents Preserved in the Public Record Office* (London, 1904-), vol. xx p. 331.

<sup>133</sup> DRO D231M/T138.

This is somewhat surprising as the first surviving deed in relation to this holding did suggest that it was held by socage. By this time the arrangements for wardship seem to have been much more settled. In a court case brought by Christine, Roger's widow, relating to her dower we learn also that their son Thomas was in the custody of his mother. His land at Snelston was in the custody of Walter de Montgomery, Atlow in the custody of Edward de Chandos and Thomas of Rolleston and Reina his wife, the heiress of Robert of Stafford.<sup>134</sup> The use of the word *custos* and the division of the Okeover lands between several parties does suggest that these arrangements had been reached by agreement. The involvement of John of Bradbourne in this might well suggest that he had been involved in bringing this about.

There are thus layers of complexity in the relationships between the various families and their lands. The horizontal social relationships and the tenurial relationships are inextricably entangled. The critical questions here relate both how we should interpret the deed recording the transfer of land and whether this implied the grantor could exercise social power and to what extent it would have been soft or hard. In particular, what happened to the relationship between Hugh I and Geoffrey de Caux and his successors when the latter transferred Bradbourne to Godard of Bradbourne.<sup>135</sup> It is by no means clear how much direct power Geoffrey de Caux and his successors would have been able to exercise over Hugh I and his successors as a result of the tenurial relationship that existed between them, so long as Hugh I and his successors rendered the required annual service. The Okeovers later held their land in Bradbourne from Robert of Ashbourne, who had acquired the manor there. The evidence shows a strong relationship between him and the Okeovers. This went beyond the tenurial and he himself was eventually allied to the Okeovers by marriage and in his turn held land from them *in maritagium*.<sup>136</sup> Both Henry of Ashbourne and Roger of Bradbourne appear several times as witnesses of Okeover charters, Henry on six and Roger on five.<sup>137</sup> The relationship between the Okeovers and Robert of Ashbourne and his descendants thus persisted over several generations.

## 6.7 Conclusion.

A number of considerations played a part in the choices that the family made in their marriages but it is difficult to determine any predominant factor. The first related to the influence of the Ferrers, the dominant family in the locality. This relationship was not primarily tenurial as for much of the time the Okeovers did not hold land directly from the Ferrers, though they

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<sup>134</sup> The participation of Chandos and a descendant of Stafford in relation to Atlow is discussed further in chapter 7. See also 'WO', p. 42. See also 'Extracts from the Plea Rolls of the Reign of Edward II', Wrottesley, pp. 91-92.

<sup>135</sup> 'A Digest of the Charters Preserved in the Cartulary of the Priory of Dunstable', Fowler, no. 239 p. 78.

<sup>136</sup> OC131, OC117.

<sup>137</sup> Henry: OC67, OC69, OC70, OC71, OC72, OC78, OC107 between 1253 and 1262, all relating to Snelston; and Roger: OC77, OC87, OC92, OC128 and OC 130 between 1282 and 1313 three relating to Snelston and two to Atlow.

did hold from leading tenants of the Ferrers, from Tutbury Priory founded by the Ferrers and from the royal manor of Wirksworth which was held by the Ferrers at farm from time to time. There were at least two marriages of the heir to Okeover into families who were leading tenants of the Ferrers. Arguably these could also have had a tenurial explanation and been attempts by these families to gain closer control of land that lay within their manors. Second the balance of local politics also played a part in the choices made. The Okeovers seem to have balanced their allegiance to the Ferrers with marriages that leant either to connections with the Earls of Chester, a powerful influence in the locality in the middle years of the twelfth century, or to more independent local barons such as the Verduns. The choices that they made might also have reflected the political fortunes of the Ferrers in their relationship with the king or the age, character and power of the particular individuals at the time. A third factor in the marriages made was proximity as many of the marriages were with families in the neighbourhood. Some of these depended on opportunities available at the time and resulted in the acquisition of land as a result of the absence of a male heir, as for example in the case of in the marriage of Richard son of Ralph of Okeover to Margaret of Waterfall as she potentially brought land into the family, an arrangement that did not succeed owing to the early death of Richard. Others required land to be purchased to secure the marriage.

With regard to the policies followed by the Okeovers in providing support for their younger children there is little indication of movement towards the application of a rule of primogeniture. Over time significant resources continued to be devoted to younger siblings at least during their lifetimes. Nor did the Okeovers follow a rule that in each generation the eldest male heir would inherit all the land inherited by his father. Both younger sons and daughters were given significant gifts on marriage, including on occasions inherited land. Indeed, the policies followed leant towards a reasonably equitable distribution of land amongst children even it did not approach a policy of partible inheritance. Apart from Okeover itself, which always passed to the eldest son or heir, all the family's lands were used at some time to support a younger sibling. One factor in the policies followed may well have been the fact that much of the Okeover's land was categorised as held by socage. As such, dispositions depended more on the particular local customs to be observed than on more general rules. Though the policies followed are closer to Anglo-Saxon practices, in the absence of comparable evidence it is difficult to determine whether these choices made reflected the particular cultural inheritance of the family, the type of tenure on which they held much of their land or just the singular nature of the choices that they made.

Analysis of the social connections of the Okeovers as demonstrated by the witnesses recorded on land transactions tends to reinforce the conclusions drawn from evidence concerning marriages. In particular, the strength of links with the Ferrers or their tenants varied over time and broadly mirrored the strength of the Ferrers at the time and particularly how close they

were to the king at the time. Particularly in the middle years of the twelfth century after the succession of Henry II, alliances favoured connections with the earls of Chester and barons such as the Verduns and their leading tenants. Relations with the Ferrers resumed during the long ascendancy of William II de Ferrers though the predominant relationship was with one of his seneschals Robert of Ashbourne. The relationship between him and his successors and the Okeovers persisted over several generations.

## 7 Challenges and threats faced by the family.

### 7.1 Introduction.

Previous chapters have looked at the how the Okeover family managed within the social, legal and economic spaces within which they lived. In setting out the framework for this study I observed that the space within which the gentry and their predecessors existed was by no means static over time. Not all the potential difficulties could necessarily be anticipated and in this chapter I turn to some examples of the particular threats and challenges that might arise, how these affected them and how they reacted to them. In general terms, landholders at this time might encounter a number of threats to their existence over which they little direct control and to which they could only react as they occurred. Some of these difficulties were problems related to the vagaries of reproduction, for example absence of heirs, heirs under age and, for a family whose policy on succession was to provide for all children, larger than normal numbers of children surviving to maturity. In addition there was a number of potential external threats. First there were threats that could be described broadly as political depending on the astuteness of the king for the time and problems caused by conflicts both civil and external. Second, there were problems that were caused by changes in the legal and administrative constraints faced by a landholding family. Finally, there were economic and demographic changes.

In constructing this chapter I will look briefly at how the secondary literature deals with these matters. I will then look at some examples of the particular difficulties that the Okeover family faced and ask how these fitted into the wider framework outlined. The examples include the financial problems faced by the family in the latter half of the thirteenth century, the baais of the problems that faced the family during the wardship of Roger of Okeover and the problems that Roger himself faced during the troubled reign of Edward III. There were other difficult times, for example the arrival of the Normans and the conflict during the reign of King Stephen that directly affected the family. They seem also to have managed to avoid being dragged into the problems of King John and the rebellion of Simon de Montfort, despite their proximity to Robert III de Ferrers, though again the evidence is too slim for a detailed review.

At the root of the problems the family faced during the minority and wardship of Roger of Okeover at the beginning of the fourteenth century were the terms on which they held some of their land. One important question that remains open is whether the relevant holdings in Snelston and Atlow had originated in grants made by the Norman families or whether at least a part of the holdings had pre-dated the arrival of the Normans. This question relates closely to marriages made in the twelfth century and will be investigated in greater detail in this chapter, though definitive answers may still prove elusive.

## 7.2 Secondary literature and the transformation of the knightly class.

Coss investigated the suggestion that the thirteenth century may have been a time of crisis for knights and small landowners as a result of the pressure that their status placed on their resources.<sup>1</sup> Carpenter in his studies of Oxfordshire knights provided a more nuanced view based on a wider if relatively localised sample showing that only a proportion of the knights were under pressure.<sup>2</sup> In 2003 Peter Coss summarised the literature that had investigated the effects of thirteenth-century developments on the ‘knightly class.’<sup>3</sup> I will not repeat what he said there but his conclusion was that in the thirteenth century a transformation had taken place the result of which was that by the end of the century the knightly class had become ‘more exclusive’ members of the lesser nobility. Elsewhere he discusses the greater social stratification that had developed amongst the lesser landholders as a whole. This identifies the transformation as being internal within the lesser landholders as a whole. This contrasts with the framework within the original idea of a decline in the knightly class was formulated as being the result of the impact of changes in the external social, legal and administrative, and economic context within which lesser landholders existed. Whilst accepting that the case for a decline in the knightly class as a whole has not been proved, it still remains an interesting question as to how knights and other lesser landholders responded to potentially challenging changes in their external context.

## 7.3 Pressure on resources.

During much of the time covered by this thesis the Okeovers systematically acquired additional lands. Lands that can be identified as new acquisitions included Sheen and Bradbourne acquired by Hugh I, Parwich largely acquired by Robert I and Milwich and parts of Snelston acquired by Hugh II.<sup>4</sup> The ability to make these acquisitions are a comment on the ability of the family to generate significant a surplus of income from their landholdings. However, much of the land acquired was used as a means of support when younger or female siblings married and a considerable fraction of their resources was devoted to this purpose.

Wrottesley noted signs that by the second half of the thirteenth century the Okeover family was under significant financial pressure. His evidence for this was the extent to which what he saw to be the family lands had largely been alienated by the time of Hugh II and Robert II.<sup>5</sup> He attributed this to the result of Hugh II’s shrievalty in 1255-1257 which had coincided with the Welsh rising of Llewellyn ap Gruffud in 1256 resulting in considerable disturbances

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<sup>1</sup> P. R. Coss, ‘Sir Geoffrey de Langley and the Crisis of the Knightly Class in Thirteenth Century England’, *Past and Present*, 68, no. 1 (1975).

<sup>2</sup> D. A. Carpenter, ‘Was There a Crisis of the Knightly Class in the Thirteenth Century? The Oxfordshire Evidence’, *The English Historical Review*, 95, no. 377 (1980).

<sup>3</sup> Coss, *The Origins of the English Gentry*, chapter 4.

<sup>4</sup> Parwich is located in Derbyshire to the north east of Okeover and Milwich in Staffordshire to the south.

<sup>5</sup> ‘WO’, p. 19.

throughout Wales. Wrottesley records that Hugh, as sheriff of the counties of Staffordshire and Shropshire, the latter being a border county, was very much involved in dealing with the repercussions. There is little in the public record to verify Hugh's precise involvement in Wales. However, at the end of his shrievalty, Hugh II was left owing the exchequer the considerable sum of £67-7s.-11d.<sup>6</sup> It may well have been that the Welsh uprising made Hugh's shrievalty less profitable than it might have been, but as will be suggested below it may still have provided opportunities for gain. The debt that Hugh II left owing to the exchequer later caused his son Robert II substantial problems. However, Wrottesley's explanation of the situation is incomplete in significant ways. It has already been shown above that at a date early in the twelfth century a considerable area of the land at Okeover and Ilam was already occupied by others, including some free, tenants.<sup>7</sup> So it cannot be claimed that these were alienations necessitated by financial pressures.

What is perhaps most significant about Hugh II in particular is the accumulation of demands placed on the family resources by the provisions that he made for his children and siblings. He acquired land at Milwich to enable his brother William to marry Alice of Milwich, transferred Callow to his daughter Lucy on her marriage to Sir William de la Launde and gave land at the Woodhouses and probably Misterton to his daughter Amicia on her marriage to William de Venables. He also exercised a policy of making substantial re-acquisitions of land in Snelston that may have been lost following the death of his great-uncle Geoffrey when Geoffrey's widow Matilda remarried Andrew de Grendon. Much of this land was acquired from William de Grendon, the son of Andrew. There is thus a significant possibility that in order to meet these demands Hugh had voluntarily arranged his affairs using his debt to the exchequer as a temporary means of funding the acquisitions of land. The recording the transactions do not systematically record the cost of the acquisitions of land so it is not possible to reconstruct an accurate account of his receipts and payments.<sup>8</sup>

It is also possible that Hugh II's sense of his social status played a part in this over-commitment of resources.<sup>9</sup> A son of Robert I he was perhaps the most notable of the medieval Okeovers, at least judging by his appearances in public records. Despite having purchased in 1253 an exemption for life from being made sheriff, coroner, escheator, verderer or agister against his will, on November 2 1255 he was appointed as the sheriff of the counties

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<sup>6</sup> 'WO', p. 17 and *Calendar of the Fine Rolls Preserved in the Public Record Office* (London, 1911-), 43 Henry III.

<sup>7</sup> See chapter 3 above.

<sup>8</sup> See OC143 for an example that does record a payment made to acquire an uncontested title to land: in January 1258 Hugh paid 45 marks, £30, to Nicholas de Werth and his wife Johanna, one of two grand-daughters of Geoffrey of Okeover, for a quit-claim in respect of three carucates of land fifty acres of wood and a mill in Snelston.

<sup>9</sup> Coss, *The Origins of the English Gentry* discusses the phenomenon of indebtedness amongst landholders in chapter 5 particularly p. 84 ff.

of Shropshire and Staffordshire as well as the castellan of the castles at Bridgnorth and Shrewsbury.<sup>10</sup>

Appointment during pleasure of Hugh de Acovre to keep the counties of Salop and Stafford and the castles of Shrewsbury and Bruges; and answering at the exchequer for the profit of the said counties £126 13s. 4d. and keeping the said castles at his own cost, and perfecting the corpora of the said counties, and being allowed in the said farm so much as the king receives of certain hundreds of the said counties, and of the hundreds placed to them at farm at the time Robert de Grendon was sheriff.<sup>11</sup>

He served as sheriff until September 25 1257. The public records indicate that a sheriff had to play a significant role in the provisioning of the royal household on the road. The liberate rolls contain a number of orders concerning matters such as the purchase of oxen and wine as well as the transport of the king's pavilion from Tamworth to Chester.<sup>12</sup> Hugh appears regularly as a witness of the charters of other individuals in particular those appearing in the Kniveton Lieger.<sup>13</sup>

In 1269 Hugh's son Robert II inherited most of his father's debt to the exchequer and never managed to rid himself of the problem that this created. First he borrowed money from local merchants. In 1273 Letitia the widow Alexander the merchant of Ashbourne issued him with a quit claim in relation to four bovates of land that she held as security against a debt of three sacks of wool.<sup>14</sup> This was because he had started to borrow from more highly placed lenders. The first named witness to this document was William de Hamilton. William was at the time the king's clerk and appears many times in royal records as clerk to the chancery, the king's confidential clerk. He was successively archdeacon and Dean of York. He eventually served as the King's Chancellor between 1305 and 1307.<sup>15</sup> William also lent money. He appears many times in the royal records in documents that acknowledge a debt owed to him.<sup>16</sup> Robert II had also borrowed money from Jewish money lenders. The records of the Exchequer of the Jews include an acknowledgement from Robert that

he owes the same Aaron 200 sums of wheat payable at the feast of St Martin next to come or the value of the same wheat. Aaron also acknowledged that Sir William de Hamilton had paid him what he was due on this debt.<sup>17</sup>

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<sup>10</sup> *CFR*, 1247-1258, p. 446.

<sup>11</sup> *CFR*, C60/53, 40 Henry III (1255-1256) membrane 22 no.31, seen at [http://www.finerollshenry3.org.uk/content/calendar/roll\\_053.html#it031\\_022](http://www.finerollshenry3.org.uk/content/calendar/roll_053.html#it031_022) on 1 August 2016.

<sup>12</sup> 'Liberate Rolls, Henry III Relating to Staffordshire. from the Transcripts of the Wm. Salt Library', *Collections for a History of Staffordshire* (1911), pp. 18-19.

<sup>13</sup> See index of places in *Kniveton* under Okeover, dom. Hugo of, kt. See also *The Cartulary of Darley Abbey*, ed. R. R. Darlington (Kendal, 1945), no.s 557, 561.

<sup>14</sup> OC126.

<sup>15</sup> *CCR*, 1302-1307 p. 33.

<sup>16</sup> See R. H. Bowers, 'From Rolls to Riches: King's Clerks and Moneylending in Thirteenth-Century England', *Speculum*, 58, no. 1 (1983), pp. 60-71 who identifies William as one of a number of royal officials who were most active in the business of money lending.

<sup>17</sup> *Calendar of the Plea Rolls of the Exchequer of the Jews Preserved in the Public Record Office* (London, 1905-) vol. 3 p. 278.

William de Hamilton is on the record as having purchased one such debt and this may have enabled him to exercise some pressure on Robert. A number of transactions between Robert II and William de Hamilton appear in the records. On 7 November 1278 ‘Robert of Okeover acknowledged that he owed to William de Hamilton six marks to be levied in default of payment on his lands and chattels in counties Derby and Stafford.’<sup>18</sup> There is a similar acknowledgement in respect of a debt of six marks dated 1 December 1278.<sup>19</sup> In order to obtain these loans Robert had also provided William with security in the form of pledges on part of his lands in Snelston. In 1279 Sir William provided Robert with a quit claim in respect of a mill, twenty acres of land and two marks of rent in Snelston.<sup>20</sup> However, William had already taken alternative security, from at least the previous year, in the form of a twenty year lease of the manor of Atlow.<sup>21</sup> It is likely that this transaction was connected with the quit claim of Letitia widow of Alexander the merchant later in 1278 when William took over this debt. William also secured an acknowledgement enabling him to transfer this lease to his heirs or other assigns.<sup>22</sup> Subsequently in 1286, after the death of Robert II, William de Hamilton demised the lease he held on the manor of Atlow for his life to Sir Henry de Brailsford, knight.<sup>23</sup> A measure of the debt that Robert II had accumulated, or perhaps the rapacity of William de Hamilton, is given by the £30 Henry was to pay William each year. William de Hamilton died in 1307, over twenty years later, by which time Roger of Okeover had or was about to have achieved his majority.<sup>24</sup> In the mean time William would have received over £600 from the lease of Atlow. Given the problems that Robert’s debt must have presented it is not surprising that Robert did not actively acquire additional land. He was able to make modest provision for his brother John of two bovates at Atlow but at a rent of six shillings and eight pence each year.<sup>25</sup> Nevertheless, Robert did acquire from William de Grendon his moiety of the manor of Snelston.<sup>26</sup>

#### 7.4 Unintended consequences.

I noted above the distinction between land held by military service and land held by socage. One important implication of this distinction is to be found in what may appear to be the unintended consequences for later generations of the marriage arrangements involving land that were made by their ancestors. This is exemplified in the difficulties that Roger of Okeover faced during his minority in relation to the lands that he held at Snelston and Atlow. Land in

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<sup>18</sup> *CCR*, 1272-1279 p. 512.

<sup>19</sup> *CCR*, 1272-1279 p. 550.

<sup>20</sup> OC105.

<sup>21</sup> DRO D231M/T132, dated 20 May 1278.

<sup>22</sup> DRO D231M/T134.

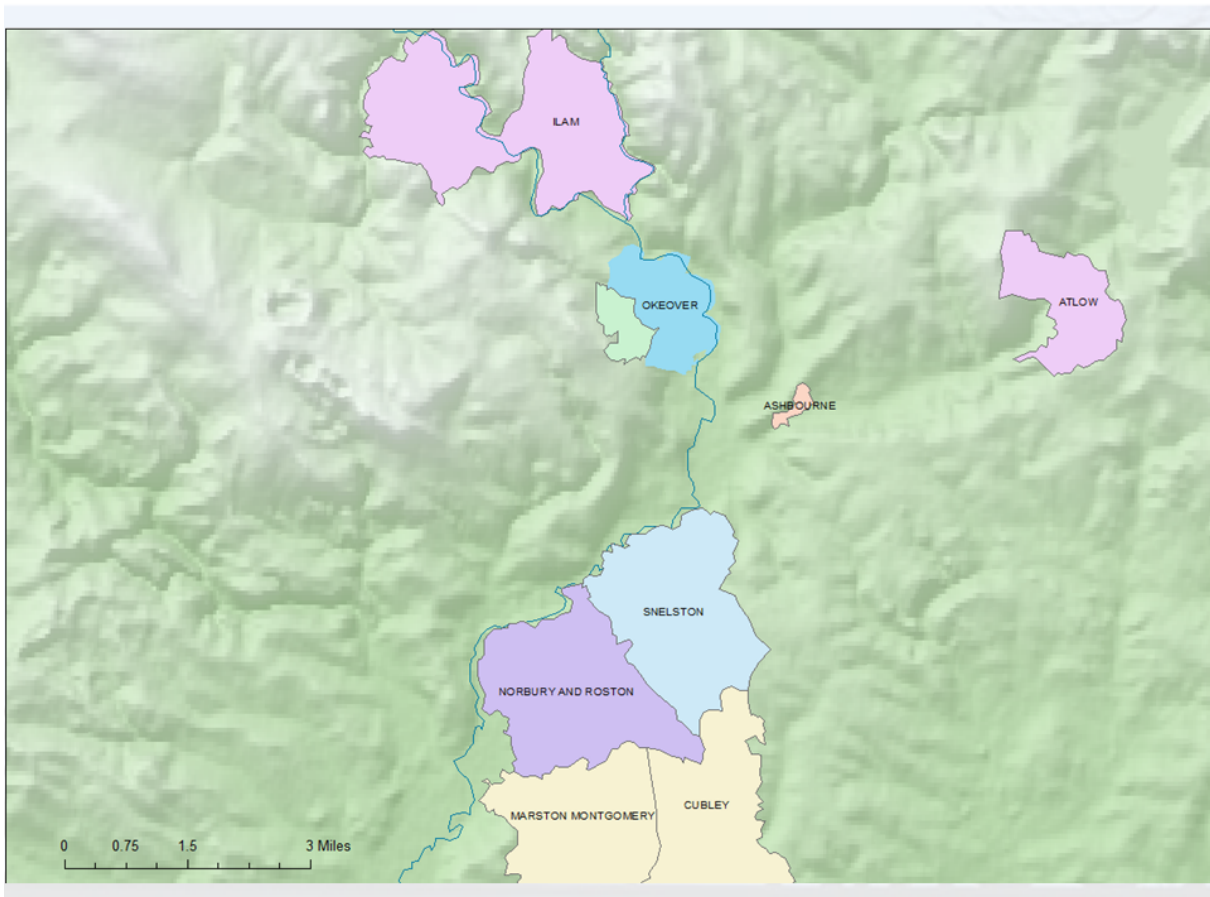
<sup>23</sup> Brailsford is located 5 miles south-west of Ashbourne. *CCR*, 1279-1288 p. 439.

<sup>24</sup> E. B. Fryde, *Handbook of British Chronology* (Cambridge, 1996), p. 85.

<sup>25</sup> OC129. This is dated June 1 1278, very close to the date at which Robert leased Atlow to William de Hamilton.

<sup>26</sup> OC90.

both of these manors had been a part of marriage settlements involving his ancestors, Ralph in the case of Snelston and Robert I in the case of Atlow. I will also suggest that the difficulties involved as a consequences of these marriage settlements were compounded by the problems involved in applying the relevant law. The problem was the absence of written records of early land transactions and the resultant need to rely on memory. In addition, the implications for future disputes of the interactions of the different practices that applied to land held by military service and land held in socage were probably unanticipated. This means that where there was a dispute, the category of service required was often in question and the order of the date of origin of the land unknown. The lands at Snelston and Atlow are most relevant here and to pursue this line of inquiry each of these holdings will be examined separately in some detail to illustrate the problems that were faced.



**Diagram 7. 1 Snelston and the Montgomerys.**

**Table 7.1 Key events relation to Snelston.**

1086	Ralph holds; listed under Henry de Ferrers.
Mid C12th	Ralph of Okeover marries Lettice de Montgomery.
1207	Hugh I of Okeover v. William III de Montgomery.
After 1207	Hugh I gives Snelston to brother Geoffrey.
June 1232	Final concord between Geoffrey and Matilda and William of Montgomery re boundaries.
Late C13th	Roger's wardship.
1301	Roger of Okeover v. William V de Montgomery.
1313	Roger agrees with Walter de Montgomery.

By the third quarter of the thirteenth century it is possible to verify that Robert II of Okeover held the manor of Snelston.<sup>27</sup> There is no direct documented evidence that points to the date when the Okeovers first held either the manor or other land there. The earliest dated evidence in the cartulary referring to Snelston dates to 1207 × 1210 when Hugh I gave and granted all his land at Snelston with minor exclusions to his brother Geoffrey.<sup>28</sup> The importance that Hugh attached to this document can be gauged by the fact that it was witnessed by William II de Ferrers and his steward and this suggests that it was executed on the occasion of one of the earl's courts at Tutbury. The document indicates that this land had been held by the Okeovers for some time. Hugh's step-brother Richard had previously held but the document granting it to Geoffrey stated that he was to hold it 'cum omnibus pertinenciis suis et libertatibus sicut antecessores mei melius eam tenuerunt'. The use of the plural of ancestors is noteworthy. Hugh was asserting that his family had held this land at least as far back as his grandfather Orm. This assumes, not unreasonably, that Hugh did not regard his step-brother Richard as an ancestor. Given this was being transacted before witnesses, including the earl and his seneschal, it is reasonable to suppose that they were comfortable with the basis of this assertion. Whilst this indicates that Snelston had been held by the family from the time of Orm in the first quarter of the twelfth century it still does not provide direct evidence as to either when they first held Snelston, whether as land or as a manor, or the category of service they owed. A possible hint that the holding was acquired even earlier is provided by Hugh's assertion in an earlier court case that Snelston had been held by his father Ralph and his, that is Ralph's ancestors, and, taking the plural of ancestors literally, this would have taken the holding of Snelston back before the time of Orm, Ralph's father.<sup>29</sup>

<sup>27</sup> OC90, dated 1269×1281. Prior to that the Okeovers and William de Grendon had each held a moiety: 'Plea Rolls of Edward I', Wrottesley, pp. 80-81.

<sup>28</sup> OC99.

<sup>29</sup> See below, p. 204.

**Table 7. 2 Montgomery family.**

Ralph	Domesday
William I	Early C12
Ralph, Robert	Burton charters
Walter	1166
William II	
William III	
William IV	1242 Book of Fees
William V d. 1303	1284 Book of Fees
Walter	

In the first decade of the thirteenth century, before he gave Snelston to Geoffrey, Hugh had been involved in a dispute with William de Montgomery concerning his, Hugh I's, claim to land in Snelston. The Montgomerys held Cubley and Marston Montgomery just south of Snelston and also had some claim over Snelston.<sup>30</sup> Hugh I had sued William III de Montgomery to demand that he accept his homage and reasonable relief for his free tenancy in Snelston. The manner in which Hugh's claim was worded is of interest. There are several possibilities as to its meaning. If the land had originally been granted, say to Orm, by a Montgomery ancestor, it might have been held by military service. In that case there needs to be an explanation as to why such a grant would have been made, given that Orm already held land from Burton at Okeover and Henry de Ferrers at the Woodhouses. Alternatively, if Orm had inherited the land which was held on the basis of an historical practice, the claim to be able to make homage seems to represent a crossover from historical practices to Norman practices. The subsequent use of the Ferrers court for the transfer to Geoffrey and the language used in the deed does suggest that Hugh's view was that he held this as a free tenant.

In the absence of documentary evidence we do not know what service Hugh was required to make for the land. Hugh claimed that his father Ralph had given the land at Snelston to his son Richard to support him on the occasion of his marriage. William de Montgomery counter-claimed that his grandfather Walter de Montgomery had given Snelston as a *maritagium* when Hugh's father Ralph married Walter's sister Lettice.<sup>31</sup> Ralph and Lettice had a son Richard who married Margaret de Waterfall.<sup>32</sup> However, Richard died before they had conceived a child and as the marriage had failed to produce an heir William claimed that the land ought to revert to him.<sup>33</sup>

<sup>30</sup> See diagram 7.1 above. *Liber Niger Scaccarii* (Londini, 1774), p. 219 records Walter as holding four fees in 1166 but does not identify them.

<sup>31</sup> 'SS R and J', p. 130.

<sup>32</sup> See above.

<sup>33</sup> Excerpts of these were transcribed and published in 'SS R and J', p. 130: '... apud Lichefeld Derebi Hugo de Akoure petiit versus Willelmum de Mungumerie, quod capiat homagium et rationabilem relevium suum de libero tenemento suo quod de eo tenet et tenere clamat in Snelleston, et Willelmus venit et dicit quod Hugo non tenet tenementum illud et ideo ad hoc breve, ut ei videtur, non vult ei respondere. Et Hugo venit et dicit quod ipse est in seisina illius tenementi, ut ille qui est warrantus Margaetae uxoris Rogeri Putrel, cuius dos pars tenementi illius est, ex dono Ricardi fratris ipsius Hugonis, quondam viri ipsius Margaretae, quia tenementum illud fuit jus et hereditas patris ipsius Hugonis et antecessorum

The dispute was eventually resolved by an assize that ruled on the question as to whether Richard had been seised of the land in question on the day he died and found in his favour ruling that Walter de Montgomery, who warranted the land to William de Montgomery, to be in misericordia.<sup>34</sup> The note that Wrottesley appended to his transcript suggests this was a remarkable outcome to the suit with a bearing on the history of the common law.<sup>35</sup> The question that this would have raised was whether Ralph of Okeover could have succeeded to the land as the heir of his son and hold in fee because Ralph had granted the land to Richard in the first place. Common law would later have excluded this possibility. Wrottesley suggested that some of the traditions of old Saxon law lingered in the country and there was possibly similar case involving Bertram de Verdun.

Wrottesley, in his history of the Okeovers, expressed the belief that the Okeover interest in the land was acquired at the time of the marriage between Ralph son of Orm and Lettice de Montgomery, some time in the middle of the twelfth century.<sup>36</sup> He based this belief on the claim that William de Montgomery made to the land, which he took at face value.<sup>37</sup> Wrottesley did not consider the alternative possibility that the two carucates of land that were given to Ralph and Lettice could have been land the Okeover family already held in Snelston. A number of lines of argument would support this possibility. The first is that the Montgomeries were uncontentionally of Norman origin and held their land directly from the Ferrers by military service. William was close to the Ferrers as during the time the dispute between William and Hugh was proceeding through the courts, William delayed its consideration on two occasions because he was on military service with William II de Ferrers. The local politics involved in a marriage between a relatively powerful Norman family and a possibly less powerful local family would have been

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suorum, ita quod pater ipsius Hugonis fecit inde homagium Waltero de Mungumerie, avo ipsius Willelmi, et ipsemet Hugo fecit inde homagium Willelmo patri predicti Willelmi. Dicit etiam Hugo quod Ricardus frater suus de alia uxore, duxit in uxorem predictam Margaretam per concessum patris sui, ita quod pater suus dedit eidem Ricardo ad se sustendandum totum predictum tenementum, et ipse dotavit eam de tertia parte illius tenementi ..... quod Ricardus obiit prius quam pater suus, et uxor eius Margareta tenuit se in totum tenementum, et pater eiusdem Hugonis perquisivit breve do ..... Convenitur inter eos quod ipsa haberet in dotem tertiam partem et duas partes teneret de eo reddendo per annum dimid: marc: ita quod illam dimidiam marcam patri suo reddidit tota vita sua et post ....eidem Hugoni qui heres est patris sui, et ideo ipse est in seisinam ipsius tenementi, et Willelmus dicit quod tenementum illud debet ad eum reverti pro defectu heredis, sicut illud quod avus suus Walterus dedit in maritagium Radulpho patri ipsius Hugonis cum Letitia sua sorore, ex qua habuit filium, scilicet predictum Ricardum, qui sine herede de corpore suo obiit, et petit magnam assisam domini regis ut recognoscatur utrum ipse majus jus habeat ..... Dies datus est ..... a die de Paschae in iij septimanis apud Westmonstarium .....Rogerus Putrel et Margareta uxor eius ..... the rest is illegible. m.4, dorso.'

<sup>34</sup> 'SS R and J', p. 140 roll no.33, 29 September 1207 Derebi - 'Assisa venit recognitura si Ricardus frater Hugonis de Acoure, seisitus fuit in dominico suo et de feodo, de ij carucatis terrae cum pertinentiis in Snelleslund die quo obiit, etc., quam terram Walterus de Mungumerie tenet, quem Willelmus de Mungumeri vocavit ad warantum. Juratores dicunt quod ita obiit Ricardus seisitus, et ideo Walterus in misericordia pro injusta detentione, et Hugo habeat seisinam suam.'

<sup>35</sup> 'SS R and J', p. 140.

<sup>36</sup> 'WO', p. 9.

<sup>37</sup> See above.

complex in the middle of the twelfth century. Whilst it would not be unusual for a daughter to marry into a family of possibly lower status it is surely more reasonable to suppose that the major contribution of land came from the Okeovers and that Walter de Montgomery was attempting, by means of a marriage alliance with the heir to the Okeover lands, to secure greater control over land that was, as Hugh I asserted, freely held within the bounds of the manor that Walter held by military service. This would be more consistent with the facts. It was Hugh who initiated the dispute against a man who was apparently close to William de Ferrers in order to require William de Montgomery to acknowledge his, Hugh's, homage. If the free tenement had been Okeover land in the first place and granted to Ralph and Lettice and the heirs of both conditionally then it could presumably have reverted to Ralph without question when the marriage failed to produce heirs and without any conflict with what later came to be accepted under the common law.<sup>38</sup> It would have been much more consistent with the decision that the court eventually came to than if the land had originally been given to the couple by Walter Montgomery as a *maritagium*. Finally, in the circumstances of the recent dispute between Hugh I and William de Montgomery, the very obvious support that William II de Ferrers provided for Hugh by witnessing the grant to Hugh's brother Geoffrey adds further weight to the argument. It seems very unlikely that William de Ferrers would have involved himself in this way if there had been any possibility that the land in question had originally been provided by Walter de Montgomery

It is also by no means impossible that Walter de Montgomery had been a party to the formal arrangement used in granting the land to Ralph and Lettice. An example of the granting of patrimonial land via a grant of land to the father of the bride who then re-grants it to the couple is provided by the later marriage of one of Ralph's distant descendants, John, to the daughter of Henry FitzHerbert of Norbury where the land of Okeover inherited by John was first granted by John to Henry, the father of the bride, who then granted it back to John and his, Henry's, daughter. Indeed, as we have already learnt, Henry subsequently made use of the document recording the grant made to him by John producing it in court as an indication of his own right to the land in a case against his daughter, by then the widow of John.<sup>39</sup> This may have been a tactical move on Henry's part, but it is certainly possible in the earlier case that William de Montgomery was attempting to use a grant that was part of a marriage settlement as a way to get his hands on land that had originally been held by the Okeovers. If a grant and grant back had been used to formalise the transfer of land that was given to Ralph and Lettice on their marriage it would be an early example of such a use but it cannot be entirely ruled out for this reason as survival of any written evidence of lay grants from this early date is very limited.

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<sup>38</sup> It was possible for the father of the groom to make a grant in *maritagium*, see *The Treatise on the Laws and Customs of the Realm of England, Commonly Called Glanvill*, Glanville, Hall, p. 92 [VII, 18].

<sup>39</sup> See above chapter 2.

There is one further comment that suggests Wrottesley's reasoning is questionable. Had it been the case that the land granted to the couple had originally been land that Walter de Montgomery had held himself and granted to the couple, then as a Norman holding land by military service, any possibility of the applicability of Anglo-Saxon land practices would surely be questionable. The names of the jurors in the assize are not given but would presumably have consisted of a sufficient number of those familiar with both Norman and Anglo-Saxon practices to understand the distinction.

The proposition that the Okeovers had occupied a free tenement in Snelston at an earlier date is also consistent with the presence of Ralph de Montgomery as a witness to the grant by Abbot Robert of Okeover to Ralph of Okeover following the death of Jordan fitz Fulcher.<sup>40</sup> This grant was made before 1159 when Robert ceased to be abbot of Burton. Because the witness was Ralph de Montgomery, who predated Walter, it suggests that the interest of the Montgomerys in the Okeovers predated the marriage of Ralph of Okeover to Lettice, who was it was alleged given land by her brother Walter, and would be consistent with an earlier tenurial link between the families. Similarly, Robert de Montgomery was one of the witnesses of the confirmation issued by Robert II de Ferrers to Ralph of Okeover in respect of Callow before 1155.<sup>41</sup>

In weighing the evidence that might resolve whether or not the Okeovers had held a free tenement in Snelston before the marriage of Ralph to Lettice de Montgomery there are other pointers. The evidence is sketchy, but then we are dealing with a period of time, between Domesday and the middle of the twelfth century, where the survival if not the creation of written records is a comparative rarity, particularly for families below the level of the nobility.<sup>42</sup> Absence of such direct written evidence at this time cannot be read as absence of continuity of holding any more than it can be read as continuity of holding. The indirect evidence can only provide, to a greater or lesser extent, a rough indication. The cartulary provides one interesting pointer in the early entry consisting of copies of the Domesday entries for Okeover, Snelston and Atlow. We may reasonably ask why Roger would have chosen to include Snelston and Atlow alongside Okeover. This might have been just an exercise of imagination on his part but it could indicate that there was a memory of the origins of these lands transmitted from generation to generation. We cannot know definitely what was in Roger's mind but it is possible to be reasonably certain that in commissioning the cartulary Roger was trying to discover answers to questions about the origin of the family lands and the terms on which they were held. It therefore seems unlikely that he would have included these entries unless he had at least some reason for believing that they were directly relevant to his purpose. If the family did have some transmitted memories

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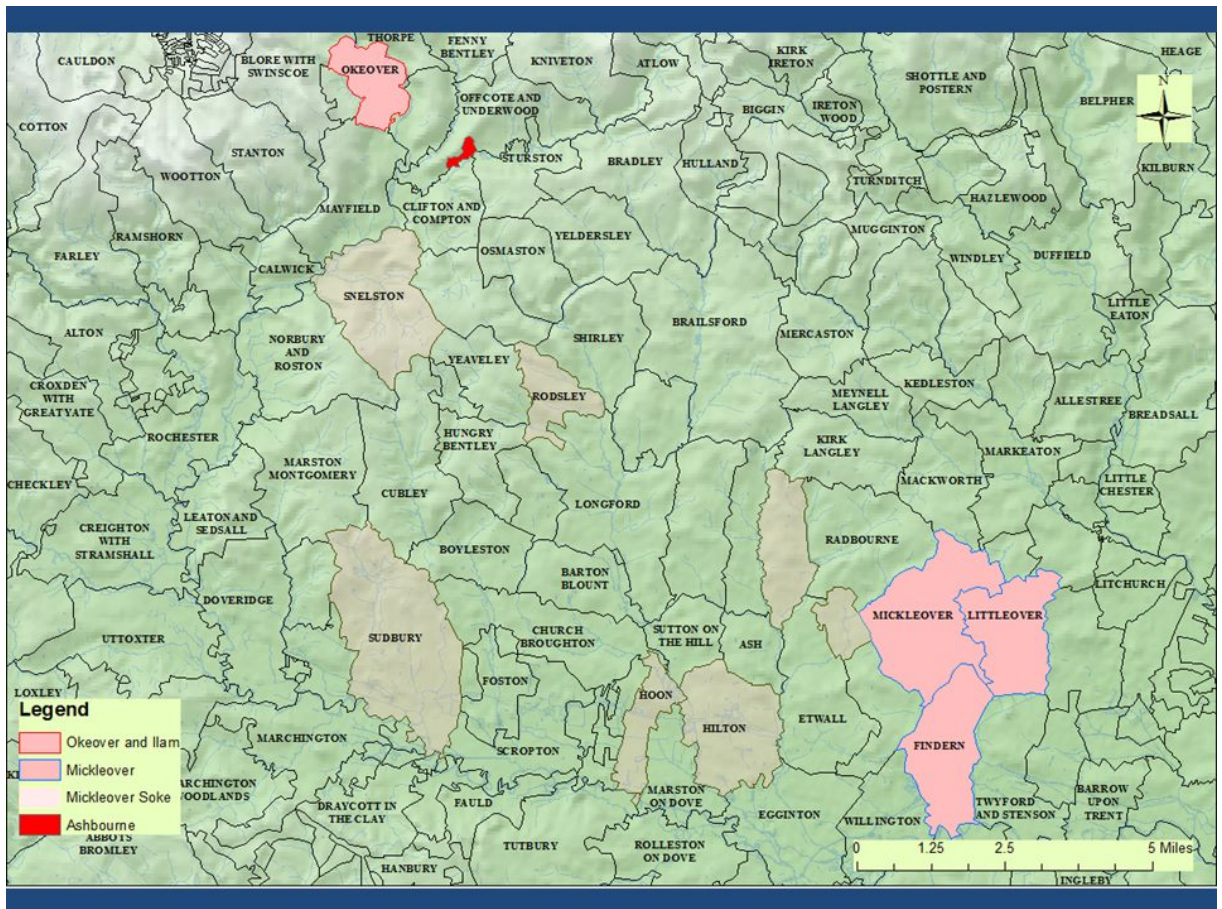
<sup>40</sup> SRO D603/A/Add/20.

<sup>41</sup> OC134. Robert does not appear as witness to any other of the charters of Robert II de Ferrers, suggesting that the most likely reason for his presence here was his relationship with Ralph of Okeover.

<sup>42</sup> See for example Holt, 'Politics and Property in Early Medieval England', pp. 80-81.



on the other hand it is not impossible either that one or more of the three men who held part of Snelston TRE held his manor within Mickleover soke or that there was disagreement as to which land was in the Mickleover soke. It is safe then to say that, at the time of Domesday, the lord who was recorded as holding the manor of Snelston did not have undisputed judicial authority over all the land within the vill. Furthermore, given the connections between the Okeovers and Burton it is at least open to question as to whether the attribution of a part of Snelston as being within the Mickleover soke listed under the holdings of the Abbot of Burton was more than a coincidence.



**Diagram 7.3 Mickleover soke lands.**

Again, the only point I would make at this stage is that the reality on the ground was far more complex than is indicated by the attribution of a place-name to a person. Neither Henry de Ferrers nor the holder on the ground had undisputed jurisdiction over all of Snelston nor did they occupy all the land there. It is very probable that there were other holders on the ground with what they considered to be a well established history of occupation. The Domesday entry for Snelston itself indicates that one Ralph *tenet*, as in the case of Okeover there is no *de*, but no *censum* either. Domesday provides no details of the terms of the tenurial relationship between

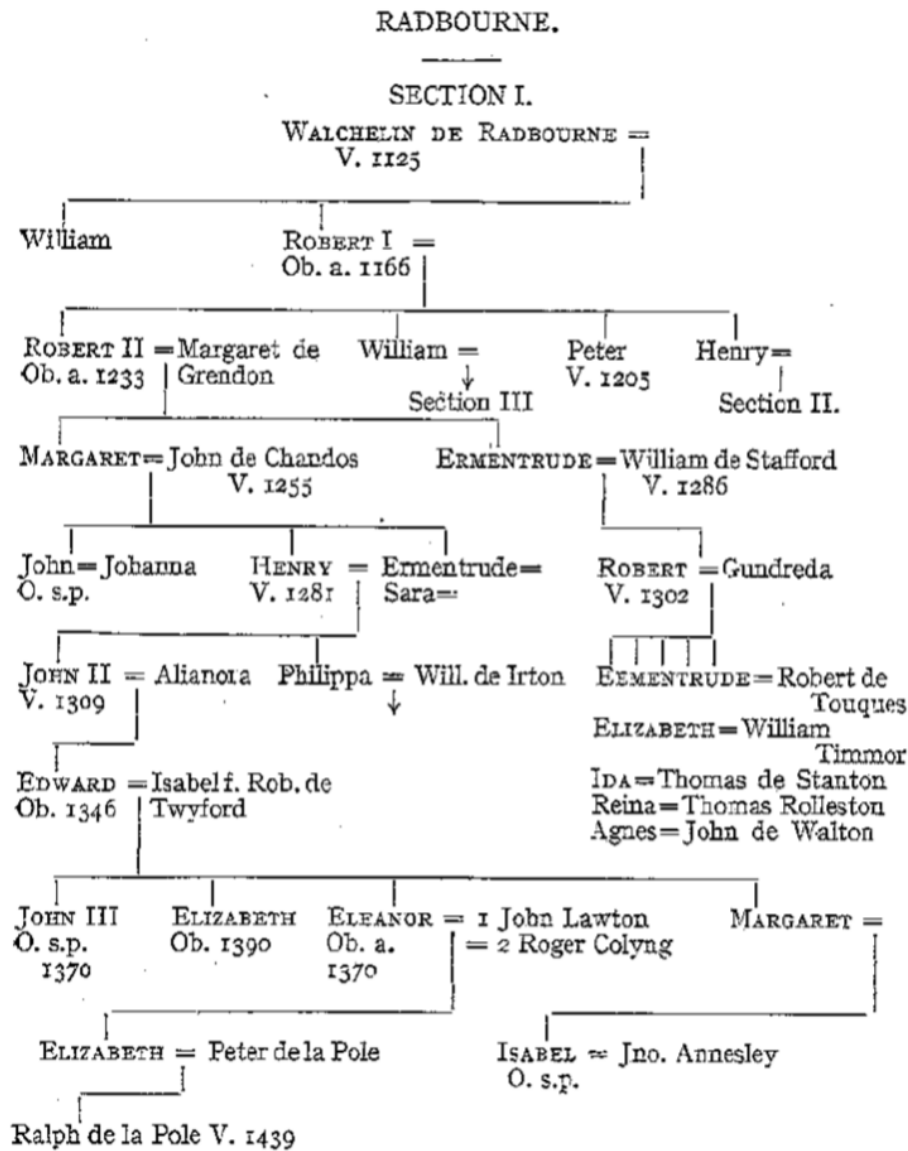
this Ralph, thought to be the ancestor of the Montgomerys, and Henry de Ferrers or between Ralph and any of the other possible pre-existing holders of land or free tenements in Snelston.<sup>43</sup>

Whether one of the TRE holders of land in Snelston was an ancestor of the Okeovers may only be speculation, but the information in Domesday does not rule it out. There is one other possible reason for concluding that the Okeovers may have been tenants in Snelston at the time of Domesday and before and that is the link that may exist between Snelston, Atlow, another Okeover manor, and Bradbourne where the family are later documented as holding land. An Aelfric is named as a tenant of all three places TRE. The notes to the Hull online Domesday not only attribute the name 'Aelfric of Bradbourne' to this one man but suggest that a number of other holdings in the locality can be attributed to him including some that are part of the lands of Burton Abbey.<sup>44</sup> These gossamer threads seem hardly strong enough to provide the basis for a conclusive argument that part of Snelston was occupied by an ancestor of the Okeovers from Domesday or before. On the other hand there are enough threads to suggest a web of connections that goes beyond coincidence and therefore makes very it difficult to conclude not only that the first interest that the Okeovers had in Snelston resulted from the marriage between Ralph of Okeover and Lettice de Montgomery in the middle of the twelfth century, but also even that it only originated with Orm.

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<sup>43</sup> Not all agree that this Ralph was necessarily the ancestor of the Montgomery family that did hold Cubley and Marston to the south of Snelston - see the notes produced in support of the online edition of the Phillimore Domesday at <https://hydra.hull.ac.uk/resources/hull:534> seen 8 January 2016, p. 71.

<sup>44</sup> Morgan et al. speculate that this man might have been Aelfric of Bradbourne. An Aelfric was Henry de Ferrers' predecessor in eleven estates. See notes at <https://hydra.hull.ac.uk/resources/hull:534> seen 8 January 2016, p. 50.



**Diagram 7. 4 Family tree of Walkelin, (from Stathum).**

The land that the documents show the Okeovers as holding in Atlow exhibits similar problems as those found with Snelston. The earliest direct indication of the family's interest at Atlow is an agreement dated 1207 × 1220 between Hugh I of Okeover and Herbert of Morley and his wife Margaret which indicated that Hugh had given Herbert and Margaret their land in Atlow.<sup>45</sup> The document identifies Hugh as the lord of Atlow and thus by implication the holder of the manor.<sup>46</sup> Hugh held Atlow from the descendants of Walkelin of Radbourne, who in turn held it as

<sup>45</sup> OC120. The date not before is based on the presence of a witness identified as Geoffrey of Snelston. This was presumably Hugh's brother, who was not given Snelston until after the court case between Hugh I and William de Montgomery, see above.

<sup>46</sup> The document is drawn up to deny Herbert and Margaret rights of common *in bosco domini Hugonis* in the event that Hugh wished to construct a park or fishpond.

mesne tenants, by military service, from the Ferrers.<sup>47</sup> Also early in the thirteenth century Robert I of Okeover, Hugh's son, married Sara de Chandos the daughter of John de Chandos and his wife Margaret. Margaret was the daughter and joint-heiress of Robert fitz Robert fitz Walkelin, the grandson of Walkelin of Radbourne, from whom she had inherited Atlow with her sister Ermentrude as co-parcener.<sup>48</sup> This then was a marriage between Robert, the heir to Okeover, and the daughter of the mesne tenants of the Ferrers from whom Hugh I of Okeover held the manor of Atlow. The agreement also provides direct evidence that the Okeovers had previously held Atlow from at least the days of Orm. John and Margaret granted Robert and Sara ten shillings of rent in respect of Atlow that Hugh I and his 'predecessors' had been accustomed to pay them, and other rents.<sup>49</sup> Robert of Okeover is shown later to have held the manor himself when he obtained from William II de Ferrers the right to excuse himself from the suit of attending the Appletree wapentake court at Sutton, a duty that went with the holding of the manor.<sup>50</sup> This history of the Okeover holding at Atlow is indirectly confirmed in the legal cases concerning Roger of Okeover's wardship as the case was brought by both John de Chandos and Robert de Stafford, descendants of Robert fitz Robert fitz Walkelin's daughters Margaret and Ermentrude.<sup>51</sup>

Further confirmation that the links between the Okeovers and the descendants of Walkelin of Radbourne were established at least from the time of Orm may be found in the witness lists of Orm and his son Ralph of Okeover. Robert fitz Walkelin was amongst the witnesses to both Prior William's confirmation of the Mayfield carucate to Orm and the confirmation by Abbot Geoffrey of Stretton to Orm both before 1138.<sup>52</sup> Robert fitz Walkelin also witnessed Abbot Robert's confirmation of Stretton to Ralph of Okeover.<sup>53</sup> The Okeovers were the only tenants of Burton Abbey to bring with them witnesses that were from outside the tenants of Burton Abbey. The presence of these witnesses is consistent with the Okeovers already owing either fealty or homage to them for land they held from them. Roger of Okeover also included the Domesday entry for Atlow in the cartulary and similar arguments apply as in the case of Snelston.<sup>54</sup> Domesday shows that in the time of Edward the Confessor that Atlow and part of Snelston each had a holder named Aelfric.<sup>55</sup> The parallels between the histories of Snelston and Atlow are striking.

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<sup>47</sup> *Liber Niger*, p. 219.

<sup>48</sup> See diagram 7.4, copied from S.P.H. Stathum, 'Later Descendants of Domesday Tenants in Derbyshire', *Journal of the Derbyshire Archaeological and Natural History Society*, New Series vol. V, no. LII (1931), p. 27.

<sup>49</sup> OC109: '...decem solidos anni redditus in villa de Attelowe quod percipere solebamus de predicto Hugoni suisque predecessoribus...'

<sup>50</sup> OC136.

<sup>51</sup> See diagram 7.4. Also OC109 where Margaret is identified as *Margeria*.

<sup>52</sup> OC57 and OC14.

<sup>53</sup> OC15.

<sup>54</sup> See above.

<sup>55</sup> See above.

The origins of the Okeovers' holdings in Snelston and Atlow become particularly important when considering the problems faced during the wardship of the infant Roger of Okeover. It was a relevant question for these proceeding as to how, when and on what terms the Okeovers came to hold their land in these places. Had they first acquired the lands by grants for military service from the Norman tenants of the Ferrers or were they possibly already established in their lands when the Normans arrived? It has been shown that there can be no conclusive answer to this question as written records of relevant transactions either do not survive or more probably were never created in writing in the first place. Both places were amongst the lands listed under Henry de Ferrers at the time of Domesday. In 1166 Walter de Montgomery and Robert fitz Robert fitz Walkelin respectively held Snelston and Atlow of William I de Ferrers for military service. At that time, the Okeovers very probably already held land in Snelston and almost certainly held the manor of Atlow both holdings from men who were mesne tenants holding from the Ferrers. The absence of written confirmations not only created a problem for today's historian but also for families at the time, as the law relating to land developed and the different claims and obligations that came with different tenorial practices became economically significant. In the case of Atlow at least, the claim at the time of Roger's wardship that the Okeovers held by military service was contested. Henry FitzHerbert claimed that the land was held by socage for a rent of eleven shillings, a claim that is broadly consistent with the terms of the marriage gift to Robert I and Sara de Chandos.<sup>56</sup> A service that was in the form of a cash payment would certainly be more consistent with a holding that was in socage rather than for military service. Nevertheless, the absence of written records provided opportunity later for possibly profitable speculative legal actions where the outcome depended on whose interpretation of memories passed down through generations was to be believed. I shall return to the question as to the origins of these holdings later in the conclusion to the thesis when I draw together the implications of the various relationships pertinent to the Okeovers' different landholdings.

It is interesting to note that Roger was not the first ward in the family. His father John was in the same position though he had been older when his father died. Henry de Chandos and Robert of Stafford took action to secure the wardship of John who was in the hands of his uncle Richard of Okeover.<sup>57</sup> His wardship may subsequently have been acquired by his neighbour Henry FitzHerbert of Norbury, or perhaps Henry had purchased the marriage of John to his daughter. In any case protracted litigation had been avoided. The legislation of Edward I passed in the 1290s, particularly *Quia Emptores* created a situation which had strengthened the position of those who held tenorial interests in manors. This would have been reinforced by the king's campaign to establish legal entitlements to claims of what were deemed to be royal rights

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<sup>56</sup> 'Plea Rolls of Edward I', Wrottesley, p. 31. The annual rent that Hugh I paid had been ten shillings and Robert and Sara were to pay twelve pence, equivalent to one shilling for the grant of this rent.

<sup>57</sup> 'Plea Rolls of Edward I', Wrottesley, p. 126.

through the *quo warranto* proceedings. It may also be seen as an assertion of power on the part of the king's tenants-in-chief in response to the inroads that he had made on their possessions. This can also be seen as a time when surviving differences in tenurial practices of the Normans and Anglo-Saxons became further forged together. This contrasts with Wrottesley who saw the problems of wardship as an unintended consequences of earlier marriages entered into without consideration of the implications of acquiring land encumbered by the obligations relating to wardship that were attached to land held by military service.

Furthermore, the cartulary and associated cases would seem to indicate that the categorisation of land as between land held by military service and land held by socage was by no means certain. In part this was due to the fact that early tenures were either not documented or if documented the parties did not think that it was necessary to spell out the tenurial practices that had been applied at the time. Secondly, in order to gain a hold on profitable wardships, claims might be made as to the classification of land as being of 'knight's fee' which were not apparently born out by the documents that survive. For example neither Okeover itself with its attachments of Ilam and Castern nor the Mayfield land appear ever to have been held on the basis of military service. Nevertheless, both were subject to cases involving wardship where members of the Okeover family claimed that tenants held by military service.<sup>58</sup> It is possible that wardship was a matter of dispute within families even without the confusion of the categorisation of the land involved where different branches of a family competed between themselves for the privilege. Whether this was a result of a mistaken understanding based on confusion as to the categorisation of a particular piece of land, deliberate obfuscation with a view to pecuniary advantage or a gradual change over time in social customs and behaviour must be an open question, and one to which the answer may differ from case to case.

Records showed that the recorded category of tenure into which land fell changed over time. The feudal aid of 1431 recorded that Thomas Okeover held Snelston by half a knight's fee and Atlow by the service of quarter of a knight's fee.<sup>59</sup> An Inquisition taken on 29 September 1538 following the death of Humphrey of Okeover in relation to his lands in Staffordshire he was found to have been seised in his demesne as of fee of the manor of Okeover.<sup>60</sup> The jurors said that the manor of Okeover and other lands in Oker, Overcastern, Ilam and Nethercastern were held

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<sup>58</sup> 'Extracts from the Plea Rolls, A.D. 1272 to 1294', ed. George Wrottesley, in *Collections for a History of Staffordshire*, vol. VI part 1 (London, 1885), p. 49. Wolverhampton before Ralph de Hengham 55 HIII Sunday before Gules of August Staff. An assize if Swane le Prester, William de Conegeston and Robert de Acovere had unjustly disseised Robert son of Sweyn of his free tenement, viz., of two bovates of land in Qcovere. Robert de Acovere, who held the tenement, answered for all the defendants, and stated that he claimed nothing but the custody of the land with the wardship of Alice, daughter and heir of the said William of Conegeston, who was dead, and who had held the land of him by military service; and as the said Alice, who is under age, was not named in the writ, the suit was dismissed, and Robert is in misericordia for a false claim. His fine was afterwards remitted because he is under age. m3

<sup>59</sup> 'WO', p. 55.

<sup>60</sup> 'WO', pp. 63-64.

of the Abbot of Burton on Trent in socage by fealty and a rent of 26s 8d and are worth by the year a clear £30 and the messuages etc in Woodhouses and Swinscoe held of the prior of Tutbury in socage by fealty and a rent of 25s. An inquest on 24 September 1538 found that in Derbyshire he was seised in his demesne as of fee of the manors of Snelston and Atlow.<sup>61</sup> The manor of Snelston was held of William Basset knight of his manor of Grendon in socage by fealty only and the manor and lands in Atlow were held of an heir of John Chandos as of his manor of Moggington in socage and by service of rent. Whether these changes were brought about as a result of tenants buying out the obligation to military service or changes in understanding about the categorisation of the services it is not possible to say.

## 7.5 Political problems.

Major political events could always threaten the position of lesser landholders, particularly if they were closely associated with a local magnate who fell out with the king. Evidence as to particular difficulties is fairly thin, though from time to time as discussed earlier in this thesis we see examples of occasions where the family's interests may have been threatened. If it is the case that the Okeovers were survivors of the Norman Conquest, the most serious threat to their existence was probably the Conquest itself. It is possible to see only the shadows of the problems that they face from the records that survive. But in particular, the relationships with other families close to the Ferrers, notably the descendants of Saswalo, the Montgomerys of Cubley and Walkelin of Radbourne, figure large in the record of the twelfth century. The closeness between Ralph and Jordan the son of Fulcher which dated primarily to the years of the reign of King Stephen might, amongst other possible explanations, indicate a need for reliable allies at that time. During the reign of Henry II, William I de Ferrers was largely out of favour with the king and it is probably significant that during that time the Okeovers largely distanced themselves from the Ferrers connection. With the succession of William II de Ferrers, who was not only a force in the locality but also a strong supporter of King John and Henry III, the Okeovers returned to the Ferrers fold particularly with their associations with two of the Ferrers' seneschals. Hugh II of Okeover, who was sheriff of Staffordshire and Shropshire between 1255 and 1257, remained loyal to the king during the de Montfort rebellion and must have been sufficiently independent locally to avoid being tied to Robert III de Ferrers. His loyalty was not entirely without cost. Hugh II subsequently came to court on September 9 1265 to complain that John of Audley, the son of William and Clemence, and who had inherited Blore from them, has 'on the occasion of the late disturbances in the kingdom the said John had taken and carried away his goods and chattels from Okeover.'<sup>62</sup> This was in the aftermath of Simon de Montfort rebellion and was probably a settling of local scores.

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<sup>61</sup> 'WO', pp. 66-69.

Thus for most of two centuries the Okeovers seem successfully to have navigated the formidable political shoals. Of the Okeovers, only Sir Roger seems to have attracted serious disapproval as was outlined in chapter 1. He did face a particularly difficult situation with the opposition of Thomas of Lancaster to Edward II, Lancaster having succeeded to the lands of the Ferrers centred on Tutbury. He was not as closely associated with Lancaster as one of his tenants Thomas Wither and also the Bradbournes with whom the Okeover held a close relationship over several generations. On the basis of the evidence advanced in chapter 1 he may also have been of a rather more confrontational disposition than some of his predecessors. Perhaps as a result of this he came to the attention of the younger Despenser and was landed with a recognisance of 100 marks. Later this passed to Queen Isabel. Roger evidently rendered significant service to the young Edward III and was eventually forgiven.

## 7.6 Conclusion.

The Okeovers were in no way unusual in the difficulties that they faced. Furthermore, these examples provide only a small sample of the possible threats to the survival of families of lesser landholders. So the information assembled here cannot be taken to be in any way representative of a more general experience amongst lesser landholders. On the other hand, what it can do is to emphasise the point that the long term survival of any individual family of lesser landholders was dependant not only on the resources that the family possessed and the skill with which those resources were managed, but also on the unexpected problems they were faced with and how they were able to respond to them. If we are to learn anything of general application from the experience of the Okeovers it is perhaps that the variety of different landholdings with different service obligations to different lords gave them a degree of independence and with this a degree of flexibility that was perhaps not available to every lesser landholder.

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<sup>62</sup> 'Plea Rolls, Temp. Henry III: Suits Affecting Staffordshire Tenants, Taken from the Plea Rolls of the Reign of Henry III, and Abstracted into English', Wrottesley, p. 238

## 8 Conclusions.

This thesis set out to explore the origins and history of a family that by the early-fourteenth century would have, undoubtedly, been regarded as members of the gentry class.<sup>1</sup> It is based on documentary records, mainly concerning their landholdings, that cover two hundred years from c.1100 to c.1300. The rarity of such records, particularly those surviving from the early part of this time span, mean that this study is exceptional. There are few studies of families of lesser landholders who occupied, in the years that followed the Conquest, the economic and social space of those men and women who in later times we choose to call the gentry. For example, Peter Coss's study of Coventry and its locality begins from 1180.<sup>2</sup> The absence of other equivalent studies is readily explained by the absence of the relevant records. The survival of the Okeover cartulary, some of the originals copied into it, and the early date of some of the records it contains, together with the archives of Burton Abbey from whom the family held Okeover, is a rare conjunction that allows some glimpses into the history of the family over this period of time.

Nevertheless, this study is not without its difficulties. The main source for the study are written records of land transactions. Records of early land transactions are incomplete. Written records were either not produced in the first place or they did not survive. Their content is limited, the meaning is often obscure and they were not intended as a record of family history. The survival of cognate records mitigate these difficulties to an extent, allowing some examination of the context in which the documents were produced, but do not remove the problems altogether. Though, for example, the early evidence makes a cumulatively compelling case for the likelihood that the origins of Orm and his lands were to be found in Anglo-Saxon times, this is still not certain. Other uncertainties remain about the timing of the original acquisitions of the family's land particularly in Callow, Snelston and Atlow and possibly elsewhere. An associated difficulty is in determining the practices on which the tenures of the family's various landholdings were based and thus the legal category of tenure into which they eventually fell.

The thesis, began with the life of Sir Roger of Okeover, a member of the early-fourteenth-century gentry. The reasons for starting with Roger, as opposed the beginnings of the family in a conventional chronological arrangement, are that Roger's cartulary is the key source of evidence for this study. Roger's childhood, unsettled by disputes over his wardship, almost certainly provided the motivation for his creation of the content of the Okeover Cartulary. The problems he faced in his childhood posed the questions as to the origins of his lands and family that he was

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<sup>1</sup> Coss, *The Origins of the English Gentry* defines gentry and places the origin of a gentry class in the fourteenth century.

<sup>2</sup> P. R. Coss, *Lordship, Knighthood and Locality : A Study in English Society c.1180-c.1280* (Cambridge, 1991)

seeking to answer. The disputes centred on allegations that two of the family's manors, those at Snelston and Atlow, were held by military service on the basis of which the superior tenants of those manors claimed wardship of them during Roger's minority. In creating the cartulary he was searching for clarity as to the origins of his lands and the terms on which they were held.

Roger was only partially successful in his endeavour as the cartulary was probably unfinished at the time of his death and collated afterwards from the papers he left behind. Not only the absence of documentary evidence of the initial acquisition of many of his lands but also the fact that the cartulary was also only a selection of documents considered relevant at the time, as can be verified by the survival of some original documents that were not included in the cartulary, mean that it is incomplete as a history of his landholdings. The missing pieces of the jigsaw, together with the opacity of early documents that were never intended to be a record of the family history, mean that the evidence on which the history of the family is based is even more limited. But the problems that Roger faced also provide a guide as to the directions that the investigations in this study needed to take. Because the creation of the cartulary indicates how important questions relating to tenure were to Roger they are also of great interest to us. Though the findings are sometimes speculative, a reasonably clear picture of the Okeover family emerges.

The family's main holding at Okeover, held from the abbey at Burton upon Trent, was at the time of Roger, categorised as being land held by socage. The context and composition of the lands of this Anglo-Saxon foundation, one of very few abbeys to owe no military service, were studied in order to discover the possible origins of tenures that came to be categorised as being held by socage. This suggested that the landscape within which many of the abbey's lands lay predated the Conquest. Many of the lands still held by the abbey, including Okeover and Ilam, were received from its founder Wulfric Spot in the first decade of the eleventh century. It is not possible to determine the exact composition of these lands at the time the abbey received them but the possibility that there were already hereditary tenants in place cannot be ruled out. The existence in Ilam at the beginning of the twelfth century, within the extent of the manor held at farm by Orm, of the church and a carucate of land that were both held directly by the abbey, strongly suggest that the basic pattern of occupancy of Okeover on the ground was probably already established by the time the abbey received Okeover from Wulfric.

Orm of Okeover was probably a descendant of the Domesday holder of Okeover, Eadwulf. The earliest surviving document relating to Orm's holding of Okeover specifies the services owed in terms of an obsolete pre-Conquest unit of account, the *ora*, strongly suggesting that the tenure itself pre-dated the Conquest. The early-twelfth-century Burton surveys show that by this time there were other established free tenants within the extent of Okeover. The Anglo-Saxon terms used in the description of the land at Okeover, and the English names of the tenants suggest that some at least of these other tenures had also originated before the Conquest. The

exceptional relationship between Orm and the abbey, added to the men who came to witness his deeds, suggest a man of well-established and, as he and his son were described in the grant of Okeover to Orm given by Abbot Nigel, 'noble' status in the locality. The arrangement for Orm to be buried at the abbey is a further confirmation of this. Later chapters examine the connections between the Okeovers and the leading local Normans who came to the abbey to witness for them and suggest strongly that they were already linked to the Okeovers by tenurial connections in the time of Orm. Taking this evidence together it is reasonable to conclude that even at this early time the Okeovers may already have been extensive landholders with multiple holdings of land held from different men and institutions.

In a wider context, what the evidence from Burton Abbey and Okeover in particular also indicates is that, in relation to Thomas' estimates of English survivors in the forgotten middle, Domesday may be an unreliable guide to both the numbers of English survivors and the amount of land they held.<sup>3</sup> In this case the understatement comes from two factors, first a general tendency to omit under-tenants and second, the omission of multiple holdings of land that was held within manors as opposed to manors themselves, which it is almost impossible to identify without other contextual evidence. Multiple holdings from different lords might have acted as a counterbalance to the simple hierarchical model of social control.<sup>4</sup> Thomas recognises the possibility of concealment but not of multiple holdings. He is talking about mainly about smaller landholders.<sup>5</sup> Okeover is but one counter example and may be exceptional, but this can only be confirmed by further research.

Given that the origins of the lands the Okeover family held in Okeover can be traced back to Domesday and probably before, the fact that this tenure was later amongst those categorised as being held by socage makes it reasonable to suppose that this category consisted of, amongst other tenures newly created on a similar basis, such ancient tenures. The distinction between socage tenure and the form of tenure by military service introduced by the Normans was important because of the difference it implied about the relationship between the tenant on the ground and those from whom the land was held. These differences show up most clearly in the practices that governed succession to the land and in particular the rules of inheritance and what happened in cases of wardship. With land held by military service, land descended to the eldest son and wardship rested with those from whom the land was held in the first place. In the case of socage tenures, land was devised according to local practices and wardship rested with a member of the family that held the land. The greater control that the family itself had over

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<sup>3</sup> H. M. Thomas, 'The Significance and Fate of the Native English Landholders of 1086', *The English Historical Review*, 118, no. 476 (2003)

<sup>4</sup> Thomas, 'The Significance and Fate of the Native English Landholders of 1086', p. 308 'As one would expect, the named English landholders tended to be poor on an individual level as well. The manors and holdings of the English were generally small, and many surviving landholders held only one.'

<sup>5</sup> Thomas, 'The Significance and Fate of the Native English Landholders of 1086', p. 323.

its land in the case of land held by socage was also likely to have resulted in a greater sense of independence on the part of the holder on the ground. Where, as was the case with Okeover, services were rendered in the form of a money payment, this would, except when the holder was in a state of financial distress, have been more akin to the payment of a tax on land than the payment of rent.

As tenants of the abbey at Burton the Okeovers were fairly independent. This is indicated by both the relatively light obligations for their attendance at the abbey's court and the fact that they very rarely witnessed abbey deeds. Their own importance in the locality is also confirmed by the status of the men who came to witness abbey grants to the Okeovers. The Okeovers were the only abbey tenants to bring such important outsiders as witnesses. Whilst the Okeovers looked to the abbey for authentication of their landholdings in Okeover this was not a one sided relationship. It is entirely reasonable to suppose that the abbey relied on the protection, as well as the patronage, of leading men in the locality, particularly in times of political conflict. This is possibly underlined by the arrangement whereby the services of Ralph of Okeover were reassigned to Jordan the son of Fulcher who in turn with his men undertook to protect the abbey during the fractious reign of King Stephen.

Chapter four examines the vertical relations between the Okeovers and the predominant local magnate family, the Ferrers, who held the castle at Tutbury. It is important to recognise that such relationships were not necessarily stable or consistent over time and depended not only on the age and competence of the Ferrers incumbent for the time being but also on the state of his relationship both with the king and with other magnates with interest in the locality. Furthermore men such as the Ferrers with lands in other counties were not resident locally at all times.

The exercise of power by a magnate in a locality may best be thought of in relative rather than absolute terms. The power that he could exercise depended partly on the extent of the lands held by those over whom he claimed or aspired to exercise some authority. Broadly, the larger the landholding of his affiliates the less direct power the magnate would be able to exercise. Lesser landholders might also mitigate the power of a magnate by forming of alliances between themselves. A strong alliance with a shared purpose would weaken the control of a greater landholder, who would be less able to exercise his will on any one of the lesser landholders. A magnate depended on others for the effective exercise of power. Particularly in Tutbury until at least the fifteenth century, the agents of the greater landholder were generally local men with their own strong ties in the community.<sup>6</sup> The earl would therefore normally have relied on his seneschal in helping to maintain support in the locality. It is therefore significant that there were occasions when the Okeovers secured marriage alliances between a daughter and the

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<sup>6</sup> S. M. Wright, *The Derbyshire Gentry in the Fifteenth Century* (1983), p. 84.

earl's seneschal. This could reasonably have been expected to increase the strength of their own position with the earl as well as giving access to his administration.

The Okeovers did not, during the time with which this investigation is concerned, hold land directly from the Ferrers. They held land at the Woodhouses, contiguous to Okeover, that was part of Mayfield, a manor that was given to the priory at Tutbury by Henry de Ferrers, who had founded the priory. Orm had held this land, since before it was given to the priory, at one time probably from Henry de Ferrers himself and it is likely before that. A study of the wider landscape suggests that Okeover may originally have been part of an older and larger secular and ecclesiastical estate of which both Okeover and the Woodhouses were part.

The family also held a manor at Callow which was an attachment of the royal manor of Wirksworth. This was another holding that was probably in the hands of the family before the Conquest. Written confirmation of the holding was obtained first by Ralph from Earl Robert II de Ferrers in the form of a writ charter and second by Hugh I from William II de Ferrers. From time to time the Ferrers were responsible for the farm of the manor and wapentake of Wirksworth and it seems likely that the confirmations they provided were given in this capacity. A tenurial relationship that was jurisdictional rather than proprietary would have given the holder on the ground a greater sense of his independence and entitlement.

The landholding at the Woodhouses, along with the holding at Callow are further confirmation of the extent of the lands already held by the Okeovers from at least the time of Orm. The terms on which Callow was held also provide a hint as to the family's pre-Conquest thegnly status. However, there are few indications that the main branch of the Okeovers were close to the household or court of the Ferrers and they rarely appear as witnesses to Ferrers deeds. Geoffrey and Ralph, probably younger brothers of Hugh I, may have been more closely associated, perhaps as household knights, though any evidence for this is indirect.

Relationships with the Ferrers, in as far as it is possible to ascertain, did fluctuate over time, probably with the strength of the Ferrers relations with the king. William I de Ferrers was out of favour throughout the reign of Henry II. His father had not only had to relinquish control over at least the wapentake of Wirksworth, but also William's opposition to the king in the barons' rebellion gave lesser landholders in the locality pause of thought as to whether their interests were served by supporting him rather than the king or vice versa. It is reasonable to suppose that the king might also have considered obtaining the direct support of lesser landholders. For example, royal policy whereby Henry II provided access for freemen to the royal courts for dispute resolution decreased the dependence of lesser landholders on local courts. In turn, lesser landholders might or might not support royal policy when they deemed this against their own best interests. During the time of William I de Ferrers there is a notable loosening of the contacts between the Okeovers and the Ferrers that probably reflected the weakness of William's position

with the king. William's son William II de Ferrers was loyal to King John and the young Henry III and there is evidence that during this time the Okeovers were much closer to the Ferrers, though it is possible that this relationship was mediated through one or two of the seneschals of the Ferrers, particularly Robert of Ashbourne who was also active in the locality as an early lawyer.

A further factor was the problems a local magnate might encounter from competition with other magnates with an interest in a locality. A part of problems faced by William I de Ferrers lay in the difficulties that his father Robert II had experienced with the ambitions of the neighbouring earls of Chester and Leicester at the end of Stephen's reign.

Finally, the extent of the territories of a magnate and his other interests might well affect the extent of his presence in and the attention that he could direct to a particular locality. Towards the end of the thirteenth century, when the former lands of the Ferrers became part of the estates of the earls of Lancaster, the more extensive lands held by these earls and their greater involvement in royal politics and policy provided a competing demand for their attention that is likely to have reduced the time they spent locally.

The economic background is studied in chapter five. It first looks at the literature that sees the twelfth century as a time when ecclesiastical landholders tended to farm out their holdings and observes that in the case of Burton Abbey much of the land concerned, including Okeover, was probably already in the hands of free men by the time of the Conquest. It then looks particularly at how the Okeovers would have gone about raising the cash required to make the annual payments they owed for the lands they held and more irregular payments for taxes, relief on succession and acquisitions of land. Some of the cash would have come from payments to them by other occupants of land in Okeover and their other manors but they would have almost certainly have also needed to sell the surplus produce from their lands in local markets. Whilst the requirements to pay cash services may have put them at risk if they failed to make payments when due, it also gave them a measure of independence, particularly when coupled with the fact that the payments were owed to a number of different individuals or institutions.<sup>7</sup>

One of the key aspects of a family's policy was the way in which it planned for succession to their lands through marriage of the male heir as well as his siblings together with the provision for younger siblings in the form of land. This also provided opportunities for establishing useful alliances with other local families. In this regard, the bearing of such alliances on the family's relationship with the Ferrers, the predominant family of magnates in the locality, was a consideration. The pattern of marriage partners chosen indicate that the importance of this relationship in the family calculations also changed over time and this is indirect confirmation

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<sup>7</sup> During the time of Hugh II and Robert II the family's resources were indeed over committed as is shown in chapter seven.

of the variations in the power exercised in the locality by different generations of the Ferrers. Through the first half of the twelfth century, key marriages established links with Norman families who were leading affiliates of the Ferrers and who held land in the locality. The evidence supports the proposition that the Okeovers held land in Snelston and Atlow, villages that the Montgomerys and the Walkelins respectively held as mesne tenants from the Ferrers. It was the descendants of these families that were involved in the disputes over Roger's wardship. It was claimed later that the Okeover had held their land by military service. There is no compelling evidence that would directly either confirm or deny this. It is possible, however, that the Okeovers held at least some of this land in Snelston and Atlow before the arrival of the Normans. If this was the case, then the basis of tenure by military service would have been established later, if at all. It was certainly the case that demonstrably false claims as to tenure by military service were made, not least by the Okeovers in respect of land that was held by ancient and therefore socage tenure.

This management of the balance between vertical and horizontal relationships was crucial. In arguing against the presence of a gentry earlier than the fourteenth century, Coss alludes to the likelihood that in the years after the Norman Conquest that is is likely that vertical tenurial relationships were stronger than at later dates. Apart from the hierarchical organised but incomplete information of Domesday the early sources provide little data about horizontal relationships to enable this proposition to be tested. The Okeover evidence indicates that from at least as early as the beginning of the twelfth century they were a family who held a number of tenures from different sources, none of which, apart from, temporarily, the carucate held in Mayfield, were held directly from the Ferrers. This is indicative of the strength of their horizontal relationships at this date. From the viewpoint of the Okeovers, the requirement to provide services to a number of lords, as is confirmed in the grant of the Mayfield carucate, would result in a looser relationship with any one of those institutions, individuals and local wapentake courts. This might happen for different reasons. The different tenurial obligations may have been to parties who had their own competing interests and this could have presented opportunities to play one against another. In many cases the tenurial relationship was reinforced by a family relationship through marriage and again it would be reasonable to expect this to have an effect on the balance of relationships. On the other hand, it has been shown that a family relationship did not necessarily have a uniform effect because there was always a possibility that relatives might not get on.

The alliances that the Okeover and other families established through marriages, sometimes also established reciprocal tenurial arrangements, and would themselves have further undermined the strength of hierarchical relationships and would tend to mitigate the power that a local magnate could exercise. The reason for this is the reasonable proposition that it would potentially harder for a magnate to suborn a group of his affiliates linked by shared interests

than it would be to control a group who were entirely independent of each other, the situation implied by the idea of social control exercised through the operation of a strict hierarchy. Some of the links that the family established were deep and complex. That with Robert of Ashbourne is one example of the carefully constructed mutual obligations that might be involved. Robert was an attorney who acted for a time as seneschal to William II de Ferrers but eventually became a minor royal justice. He was also lord of Bradbourne where the Okeovers held four bovates. He married Ellen the daughter of Robert I of Okeover and by virtue of that marriage held the manor of Callow from Robert. So in this case the tenurial relationships ran in both directions and were reinforced by a marriage between the families. In addition Robert probably acted as the Okeover's attorney. We do not, of course, know how typical the example of the Okeovers was in these respects. Nevertheless, this does raise questions that would be a fruitful area for future research.

A related issue is the extent to which the family adopted a policy of primogeniture in providing for succession. Crouch made it clear that there was no general adoption of primogeniture before the fourteenth century. Glanville indicates that it would have been normal for the successor to a tenure by military service to be the eldest son, but for succession to land held in socage was determined on the basis of local practice. Certainly the Okeover evidence shows that they made reasonable provision in the form of land for younger siblings, both male and female, though Okeover itself always descended to the eldest male child. Their ability to provide in this way reflects their own cultural practices as well as their relative independence as holders of multiple lands. There were both benefits and potential costs to such a policy. With limited numbers of children, the concentration of lands in a restricted number of hands coupled with strong alliances with other local families brought a double benefit. Where marriages of younger siblings failed to produce heirs, lands usually reverted to the family. On the other hand, where, as in the case of Hugh II, a number of children survived to adulthood and produced children of their own, the pressure on family resources was potentially disastrous.

Chapter six also used the evidence contained in the lists of the witnesses to deeds to provide additional information about the horizontal social connections of the Okeovers. The length of time covered by this study presents considerable difficulties with regard to this source of evidence. During the two hundred years there were substantial changes in the practices of recording land transactions. At the beginning of the period of time records were mainly generated by ecclesiastical institutions. As the twelfth century progressed lay magnates and barons began to generate their own documents. Hugh I of Okeover in the final years of the twelfth century was probably producing his own records and well as using a range of other means for obtaining written records of his transactions. By the end of the thirteenth century records were ubiquitous. An implication of this is that caution is required when using these early documents as evidence of changes in social networks because the composition of the sub-group

of their connections from which the Okeovers chose their witnesses changed as the practices became more routinised. The evidence as a whole suggests that the social connections of the Okeovers remained relatively unchanged over the period covered by the thesis.

Thus far the thesis has looked at how the Okeovers managed their lands within the social, economic and legal and administrative constraints that they faced as these varied over time. The survival of such families were also threatened by unexpected and unpredictable events and chapter seven looks briefly at some examples faced by the Okeovers. A further consequence of the policies the family adopted to marriage was arguably the significant financial distress suffered by Robert II towards the end of the thirteenth century. The pressures that Hugh II faced and passed on to his son were exacerbated by the number of Hugh's children who survived to adulthood and needed to be provided for, perhaps his own enhanced sense of social status as sheriff of Stafford and Salop and the effect of the Welsh campaigns on the profits that he might otherwise have expected as sheriff. But there seems little doubt that he made the situation worse by his own actions in adding to his landholdings. The minority of Roger of Okeover left the family open to the threat of depredations as a result of actions to take control of the family lands during his minority. These actions may have been speculative but the threat was real. Finally, political problems such as the opposition of Thomas Earl of Lancaster to King Edward II created awkward choices for Thomas's tenants and other associates.

Despite the difficulties Hugh II and his successors faced, the Okeover family survived with its main manors of Okeover, Atlow and Snelston more or less intact. After the difficulties of his childhood Roger himself became a considerable figure in the locality. He was a successful soldier on the fringes of the royal court as evidenced by his status as a royal bachelor. The land at Fairfield Queen Isabella granted him hints at a more significant role in her service.

It is evident that the findings of this thesis in relation to the Okeovers cannot be taken in any way as a representative example of the wider population of 'pre-gentry' families. The very survival of the documents on which the thesis is based is in itself exceptional and may itself be an indication that the Okeovers were an unusual example of their kind. They also held their main landholding from an Anglo-Saxon abbey that largely escaped the impact of the Conquest and owed no military service to the king. These were ideal conditions to expect a landscape dominated by Anglo-Saxon land practices to persist, as even Round himself acknowledged.<sup>8</sup>

Nevertheless, the thesis raises questions that have wider relevance. It has provided evidence for a fourteenth-century gentry family whose earlier origins and that of their lands were grounded in Anglo-Saxon tenurial practices that probably did largely survive the Conquest here. Second, that the level of detail in Domesday is insufficient to arrive at an accurate picture of the complexities of the occupation of land on the ground. Third, the gradual emergence of written

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<sup>8</sup> J. H. Round, 'The Burton Abbey Surveys', *The English Historical Review*, 20, no. 78 (1905), p. 289.

records of land transactions may not tell us with any precision when particular land tenures were established or on what terms. Study of tenures in this locality has emphasised the importance of clarity with regard to the details of the composition of different tenures. This was suggested by Roger's interest in the subject evidenced by the fact that he commissioned the cartulary and confirmed by detailed study of the family manors. This suggests the need for a wider study of early post-Conquest lay land charters and deeds with a view to analysing more carefully the extent to which the population of surviving instances may indeed be regarded as homogeneous in terms of the tenorial practices that they represent. As the work in this thesis has shown this is not necessarily an easy task but it is surely relevant to a more complete understanding of the impact of the Conquest, and consequent establishment of a largely Norman nobility, on the practices of land tenure.

More generally, there are three directions for future research suggested by the evidence in this thesis. The first is in relation to the different categories of tenure and the extent to which differences in the arrangements for succession affected the relative independence of the holder of land on the ground. The second relates to the effect on the power of a magnate of the horizontal alliances formed between lesser landholders. Evidently this was not simply dependent on formal structures of reciprocal tenures but also on continuing mutual understanding between the families involved. Examples of relationships sustained over generations such as between the Okeovers and the descendants of Robert of Ashbourne and perhaps Saswalo, or the Ipstones are countered by the rockier example of the Montgomerys. What emerges from this record is that clear evidence for the existence of some at least of these relationships were formed quite early in the twelfth century, the earliest date for which relevant written evidence can be obtained. This indicates at least a possibility that strong horizontal social links may have existed from quite an early date. The third direction relates to the reasons underlying the long term resilience of members of a class of lesser land holders exercising some sort of role in local governance, a question raised by Peter Coss at the start of his study *The Foundations of Gentry Life*. I make no claim in this thesis that the particular experiences of the Okeovers can be taken as in any way as typical of the gentry as a whole. There is no general evidence that would tell us how many of the families of the early fourteenth century gentry could trace the origins of most of their landholdings back before the Conquest. What may be important, though, is the likelihood that the class that came to be known as the gentry was diverse. If the Okeovers are anything to go it was characterised by heterogeneity. A possible implication of this is that, whilst as a class not all its members were successful all the time, at any one time there were sufficient members in a position to adapt successfully to the particular circumstances. Thus, the strength of the gentry, apart from the control that its members as a whole exercised over land, may have lain in this very diversity. The history of the Okeover family is perhaps a testament to this.

## Appendix 1: Tables of Witnesses

Analysis of witnesses.				
Document	.	<u>OC057</u>	<u>BG012</u>	<u>OC014</u>
Year not before	.	1125 × 1138	1114 × 1117	1130 × 1138
Place	.	<u>Mayfield</u>		<u>Stretton</u>
Total	54	30	23	12
<u>Fulcone his brother</u>	<u>3</u>	w	w	w
<u>Orm of Okeover</u>	<u>1</u>	b	w	b
<u>Andrew his son in law</u>	<u>2</u>	-	w	w
<u>Durand monk</u>	<u>2</u>	-	w	w
<u>Henry son of Saswali</u>	<u>2</u>	w	w	-
<u>Hugh son of Saswali</u>	<u>2</u>	w	w	-
<u>Ralf son of William</u>	<u>2</u>	w	w	-
<u>Robert de Ferrers</u>	<u>1</u>	w	d	-
<u>Robert son of Walchini</u>	<u>2</u>	w	-	w
<u>William fitz Herbert</u>	<u>2</u>	-	w	w
<u>William fitz Nigel</u>	<u>2</u>	-	w	w
<u>William of Stretton</u>	<u>2</u>	-	w	w
<u>abbot Geoffrey</u>	<u>0</u>	-	b	d

Diagram A. 1 Witnesses for deeds to which Orm was a party.

Key to diagram A.1

BG012 = SRO D603/A/Add/10, printed *Geoffrey* no.10 p.lii-lv

The grant by Abbot Nigel to Orm 'WO', no.1, p.127 from 'BC' p.30 has no witness list.

Analysis of witnesses.					
Document	.	<a href="#">OC134</a>	<a href="#">BG021</a>	<a href="#">BG022</a>	<a href="#">OC015</a>
Year not before	.	1155 × 1159	1150 × 1159	1150 × 1159	1150 × 1159
Place	.	<a href="#">Callow</a>	<a href="#">Okeover</a>	<a href="#">Acoura [Ok</a>	<a href="#">Stretton</a>
Total	38	11	14	9	13
<a href="#">Ralph son of Orm</a>	0	b	m	b	b
<a href="#">Briennius</a>	3	-	w	w	w
<a href="#">Jordan Fulcherii filio</a>	1	-	m	m	w
<a href="#">Jordan the Prior</a>	2	-	w	w	
<a href="#">Robert, Abbot of Burtone</a>	0	-	d	d	d
<a href="#">Godwin de Brantest</a>	2	-	-	w	w
<a href="#">Hubert</a>	2	-	w	-	w
<a href="#">Nicholas Cocus</a>	2	-	w	-	w
<a href="#">Will. de Sancto Albano</a>	2	-	w	w	-
<a href="#">William fil. Nigelli</a>	2	-	w	-	w
<a href="#">William fitz Herbert</a>	2	w	-	-	w

**Diagram A. 2 Witnesses for deeds to which Ralph was a party.**

Key to diagram A.2

BG021 = SRO D603/A/Add/19

BG022 = SRO D603/A/Add/20

*Geoffrey* no.20 names only the prior as witness and is omitted as is OC10, a later confection.

Analysis of witnesses.				
Document	.	<a href="#">GO2</a>	<a href="#">OC057</a>	<a href="#">BG012</a>
Year not before	.	c. 1110)2	1125 × 1138	1114 × 1117
Place	.		<a href="#">Mayfield</a>	
Total	54	5	30	23
<a href="#">Robert I</a>	1	d	w	d
<a href="#">Fulcone his brother</a>	2	-	w	w
<a href="#">Henry son of Saswali</a>	2	-	w	w
<a href="#">Hugh son of Saswali</a>	2	-	w	w
<a href="#">Orm of Okeover</a>	1	-	b	w
<a href="#">Ralf son of William</a>	2	-	w	w

**Diagram A. 3 Witnesses for deeds to which Robert I de Ferrers was a party.**

Key to diagram A.3

BG012 = SRO D603/A/Add/10, printed *Geoffrey* no. 10 pp.lii-lv

'Golob' vol.2 GO3 and BL Loan 30 fol.38 printed in *Geoffrey*, no.4 pp.xlvii to xlviii have no witness lists.

Analysis of witnesses.	GO5	GO6	GO9	GO10	GO12	GO13	GO17	GO18	GO20	GO22	GO23	GO26	GO336	OC134
Document	Dated 26th September, 1139	1139 × 1141	c.1147	c.1144	1139 × 1158	1139 × 1155	1139 × 1158	1139 × 1158	1139 × 1158	1139 × 1158	1139 × 1158	1151 × 1157	1139 × 1158	1155 × 1159
Year not before														
Place														Callow
Total	105 24	4	9	8	4	9	3	27	9	5	9	11	12	11
Robert II	0	d	d	d	d	d	d	d	d	d	d	d	d	d
Willelmo filio Herberti	6	w				w					w		w	w
Henrico filio Savval'	4	w		w							m		w	
Roberto de Livet	5	w	w	w		w	m	m				m	w	
Radulfo de Seile	4	w			w				w					
Roberto de Bachepez	3	w								w		w		
Roberto de Piro dapifero	5								w	w	w	w		w
Willelmo filio Nigelli	5	w	w	w									w	
Ansketillo clerico	3	w			w								w	
Hugone filio Savval'	3	w		w									w	
Maurice fitz Geoffrey	0	b					b	b						
Ricardo capellano	3	w		w									w	
Willelmo de Seile	3	w	w			w								

Diagram A. 4 Witnesses for deeds to which Robert II de Ferrers was a party.

Key to diagram A.4

GO references items calendared in 'Golob' vol.2.

GO7, GO8, GO11, GO14, GO15, GO16, GO19, GO24, GO25, GO27, GO28, GO337, GO338

have no witness lists.

GO21 duplicates OC134.

Analysis of witnesses.	OC027	OC028	OC099	OC133	OC121	OC122	OC117	OC120	OC011	OC016	OC017	OC001	OC002	OC037	OC038	OC039	OC041	OC042	OC043	OC044	OC046	OC047	OC037
Document	1182 x 1190	1200 x 1210	1207 x 1210	1203 x 1210	1180 x 1220	1180 x 1220	1180 x 1220	1207 x 1220	1182	1214 x 1216	1200 x 1220	1182 x 1220	1182 x 1220	1180 to 1220	1180 to 1220	1180 to 1220	1180 to 1220	1180 to 1220	1180 to 1220	1180 to 1220	1180 to 1220	1182 x 1220	
Place	Shern	Shern	Shern	Stadon	Callow	Callow	Bradbourne	Allow	Okeover	Street	Mayfield	Woodhouses	Woodhill	Swinscoe	Swinscoe	Swinscoe	Swinscoe	Swinscoe	Swinscoe	Swinscoe	Swinscoe	Swinscoe	Ashbourne
Total	174	15	10	14	6	7	18	12	16	13	13	12	12	11	10	8	11	9	10	10	5	10	14
Hugh I of Okeover	b	b	d	b	b	d	b	b	b	b	d	d	d	w	w	w	d	d	d	d	d	d	b
Henry of Denstone	-	w	-	-	-	-	-	-	-	w	-	w	w	-	w	w	w	w	w	w	w	w	-
the church of St Mary, Ricester	-	-	-	-	-	-	-	-	-	-	-	-	-	b	b	b	b	b	b	b	b	b	-
Geoffrey of Okeover	w	-	b	w	-	-	w	w	-	w	-	-	-	-	-	-	-	-	-	-	-	-	-
Raf son of Jordan	-	w	-	-	-	-	w	-	-	-	-	w	w	-	-	-	-	-	-	-	-	-	-
Philin of Dawson	-	-	-	-	-	-	-	-	-	-	-	-	w	w	w	w	w	w	w	w	w	w	-
Hugh then chaplain of Okeover	-	-	-	-	-	-	w	-	-	-	-	w	-	-	-	-	-	-	-	-	-	w	w
Richard of Bentley	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	w
Robert Ward	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	w	-
Roger of Okeover	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	-
Geoffrey of Bec	-	-	-	w	-	-	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	d	-
Philip of Barton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	w
Robert of Thorp	-	-	-	w	-	-	w	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
William of Istones	-	w	-	-	-	-	-	-	-	-	-	-	w	-	-	-	-	-	-	-	-	-	-
Alan the clerk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Geoffrey Savage	-	-	-	w	-	-	w	-	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Henry of Witon	-	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	d	-
Peter Portano	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	-
Raf of Prestwood	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	-
Robert son of Hugh	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	-
William Fede Ferrers	-	-	-	w	d	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
William of Grenson	-	-	-	w	-	-	-	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
William of Stanton	-	-	-	-	-	-	-	w	-	-	-	w	-	-	-	-	-	-	-	-	-	-	-

Diagram A. 5 Witnesses for deeds to which Hugh I of Okeover was a party.

Key to diagram A.5

OO001 = DRO D231M/E191 printed 'WO' no.17, p.138.

OO002 = DRO D231M/T43 printed 'WO' no.18, pp.138-139.

OO037 = 'WO' no.S2, p.173

OO038 = 'WO' no.S4, p.175

OO039 = 'WO' no.S5, p.176

OO041 = 'WO' no.S7, p.176

OO042 = 'WO' no.S8, p.176

OO043 = 'WO' no.S9, p.177

OO044 = 'WO' no.S10, p.177

OO046 = 'WO' no.S12, p.177-178

OO047 = 'WO' no.S13, p.178

Hugh I also appeared as witness in GO94, GO101 and GO142 calendared in 'Golob' vol.2.

Four items OC141, BL Loan 30 fol.118r, grants to Turgis of Ilam Robert of Castern, and OC43 have no witnesses listed.

Analysis of witnesses.								
Document	BG009	BG010	BG011	BG012	BG056	BG058	OC014	
Year not before	1130 × 1150	1130 × 1150	1130 × 1150	1114 × 1117	1132	1133	1130 × 1138	
Place	Stapenhill	Branston	Burton		Wulfrichet	Wulfriston	Stretton	
Total	93	26	16	12	23	20	26	12
Willelmus de Stretton	7	w	w	w	w	w	w	
abbot Geoffrey	0	d	d	d	b		d	d
Edwin the prior	5	w	w	w	-	-	w	w
William fil Nigelli	5	w	-	w	w	w	-	w
Durand	4	-	w	-	w	-	w	w
Fromund de Horninglow	4	w	w	-	-	w	w	-
Godwin de Brantestona	2	w	b		-	-	w	-
Herbert the abbot's nephew	3	-	w	-	-	-	w	w
Ralf priest	3	w	-	w	-	-	-	w
Theodric	3	-	w	-	-	-	w	w
William	3	w	w	-	-	-	w	-
Ailwin the priest son of Ailwin	1	b	-	-	-	-	w	-
Alric the cook	2	-	w	-	-	-	w	-
Andrew his son in law	2	-	-	-	w	-	-	w
Ascelinus	2	-	-	-	-	w	w	-
Briennius	2	w	-	-	-	-	w	-
Edric monk	2	-	w	-	-	-	w	-
Engelram	2	w	-	-	-	-	w	-
Ernal d his son	2	-	w	-	-	-	w	-
Fulcher brother of Henry Sawali	2	-	-	-	w	-	-	w
Hubert	2	w	-	w	-	-	-	-
Jordan the subprior	2	w	-	-	-	-	w	-
Martin	2	w	-	w	-	-	-	-
Orm of Okeover	1	-	-	-	w	-	-	b
Water de Wineshulla	2	w	-	w	-	-	-	-
William fitz Herbert	2	-	-	-	w	-	-	w

**Diagram A. 6 Witnesses for deeds to which Abbot Geoffrey was a party.**

Key to diagram A.6

BG009 = SRO D603/A/Add/7, *Geoffrey* no.16.

BG010 = SRO D603/A/Add/8, *Geoffrey* no.17.

BG011 = SRO D603/A/Add/9, *Geoffrey* no.18.

BG012 = SRO D603/A/Add/10, *Geoffrey* no.10.

BG056 = SRO D603/A/Add/11, *Geoffrey* no.25.

BG058 = BL Stowe charters 103, *Geoffrey* no.27.

BG012 = BL Stowe charters 102, *Geoffrey* no.19, OC14.

*Geoffrey* numbers for eighteen charters with two or fewer witnesses:  
3,4,5,6,8,9,11,12,13,14,15,20,21,22,23,24,26,28.

Analysis of witnesses.						
Document		<a href="#">BG019</a>	<a href="#">BG020</a>	<a href="#">BG021</a>	<a href="#">BG022</a>	<a href="#">OC015</a>
Year not before	.	1150 × 1159	1150 × 1159	1150 × 1159	1150 × 1159	1150 × 1159
Place	.	<a href="#">Leigh</a>	<a href="#">Stanton</a>	<a href="#">Okeover</a>	<a href="#">Acoura [Ok</a>	<a href="#">Stretton</a>
Total	40	16	11	14	9	13
<a href="#">Jordan the prior</a>	4	w	w	w	w	
<a href="#">abbot Robert</a>	0	d	d	d	d	d
<a href="#">Briennius</a>	4	-	w	w	w	w
<a href="#">Hubert</a>	3	w	-	w	-	w
<a href="#">Jordan Fulcherii filio</a>	1	-	-	m	m	w
<a href="#">Martin</a>	3	w	w	w	-	-
<a href="#">Raf de Acoura and de Hylum</a>	0	-	-	m	b	b
<a href="#">William fil Nigelli</a>	3	w	-	w	-	w
<a href="#">Wm de Sancto Albano</a>	3	w	-	w	w	-
<a href="#">Geoffrey de Bachepiz</a>	2	w	-	-	w	-
<a href="#">Godwin de Brantest</a>	2	-	-	-	w	w
<a href="#">Nicholas Cocus</a>	2	-	-	w	-	w
<a href="#">Raf de Muntgomeri</a>	2	w	-	-	w	-
<a href="#">Raf presbiter de Stapenhill</a>	2	w	-	-	-	w
<a href="#">Reginald de Sancto Albano</a>	2	w	-	-	-	w
<a href="#">Robert the presbiter</a>	1	-	b	-	-	w
<a href="#">Thomas</a>	2	w	-	w	-	-
<a href="#">Umfridus de Thoca</a>	2	w	-	-	-	w
<a href="#">William de Wineshill</a>	2	-	w	-	w	-

**Diagram A. 7 Witnesses for deeds to which Abbot Robert was a party.**

Key to diagram A.7

BG019 = SRO D603/A/Add/17

BG020 = SRO D603/A/Add/18

BG021 = SRO D603/A/Add/19

BG022 = SRO D603/A/Add/20

For the five deeds omitted see BL Loan 30 fol.21r.

Analysis of witnesses.		OC054	OC058	OC059	OC060	OC094	OC097	OC136	OC138	OC061	OC062	OC063	OC065	OC081	OC118	OC042	OC079	OC014	OC109	OC035	OC039	OC040
Document	Year not before	1220 × 1241	1220 × 1241	1220 × 1241	1220 × 1241	1210 × 1230	1231 × 1232	1226 × 1231	1220 × 1241	1220 × 1241	1220 × 1241	1220 × 1241	1220 × 1241	1230 × 1241	1220 × 1241	1220 × 1241	1220 × 1241	1231 × 1232	1200 × 1220	1220 × 1241	1220 × 1241	1220 × 1241
Place	Sheen	Parwich	Parwich	Parwich	Parwich	Snelston	Snelston	Wetmore	Wetmore	Parwich	Parwich	Parwich	Parwich	Snelston	Bradbourne	Bradbourne	Snelston	Snelston	Atlow	Ilam	Sheen	Sheen
Total	69	7	7	7	7	6	6	8	7	7	7	6	7	8	8	8	6	7	7	7	9	7
Robert I of Okeover	6	b	b	b	b	w	w	b	b	b	b	b	b	w	b	b	w	w	b	b	b	b
Robert of Ashbourne	11	-	-	w	w	-	w	-	w	w	w	w	w	w	-	-	w	w	-	-	-	w
William of Ley	10	w	w	w	w	-	-	w	w	w	w	w	w	-	-	-	w	-	-	w	-	d
Roger of Wednesley	10	w	w	w	w	-	-	w	w	w	w	w	w	-	-	-	-	-	-	w	-	w
Henry of Alsop	9	w	w	w	w	-	-	-	w	w	w	w	w	-	-	-	-	-	-	w	-	w
Robert of Thorp	9	w	w	w	w	-	-	-	w	w	w	w	w	-	w	-	-	-	-	-	-	w
Roger of Woodhouses	9	w	w	w	w	-	-	w	-	-	-	-	-	-	-	w	-	-	-	w	-	-
Lordan of Snitterton	7	w	w	w	w	-	-	-	w	w	w	w	w	-	w	-	-	-	-	-	-	-
Henry of Mapleton	6	-	-	-	-	-	-	-	-	w	w	w	w	-	w	-	-	-	-	w	-	w
Thomas of Edensor	6	w	w	w	w	w	w	-	-	-	-	-	-	w	-	-	w	w	-	-	-	-
Geoffrey of Okeover	1	-	-	-	-	d	b	-	-	-	-	-	-	-	-	-	b	-	-	-	-	-
Henry of Ilam	5	w	w	w	w	-	-	-	w	-	-	-	-	-	-	w	-	-	-	-	w	w
Henry of Denstone	4	w	w	w	w	-	-	-	-	-	-	-	-	-	-	w	-	-	-	-	w	-
Richard of Dravcott	4	w	w	w	w	-	-	-	-	-	-	-	-	-	-	w	-	-	w	-	w	-
Robert of Wednesley	4	-	-	-	w	-	-	-	-	-	-	-	-	-	w	-	-	-	-	-	-	w

Diagram A. 8 Witnesses for deeds to which Robert I of Okeover was a party.

Key to diagram A.8

OO014 = 'WO' no.46, p.152

OO026 = DRO D231ME241, printed 'WO' no.58, p.156

'WO' no.S1, p.174

OO050 = 'WO' no.S1, p.174

Robert was witness to 'Golob' vol.2 GO67 for William II de Ferrers. He also witnessed three deeds in his father's time: 'WO' no.S4, p.175, 'WO' no.S6, p.176, 'WO' no.S10, p.17.

OC140 and OC142 have no witnesses listed.

Analysis of witnesses.	OC093		OC095		OC098		OC067		OC068		OC069		OC070		OC085		OC086		OC071		OC072		OC074		OC075		OC076		OC078		OC080		OC101		OC102		OC103		OC107				
	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston			
Document	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston	1241 × 1269	Snelston			
Year not before	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269	1265	1269				
Place	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston	Snelston			
Total	51	6	7	7	7	7	7	7	7	7	7	6	9	10	6	6	5	5	5	5	5	5	5	5	7	6	6	9	11	5	6	6	6	6	6	6	6	6	6				
Hugh II of Okeover	0	d	b	b	b	b	b	b	b	b	b	b	b	d	b	b	b	b	b	b	b	b	b	b	b	b	d	b	b	b	b	b	b	b	b	b	b	b	b	d			
William of Grendon	5	-	d	d	d	d	d	d	d	d	d	d	d	-	w	w	w	w	w	w	w	w	w	w	w	d	b	b	d	-	w	w	w	w	w	w	w	w	w	w	b		
lord William fitz Herbert	13	-	w	w	w	w	w	w	w	w	w	w	w	w	-	-	-	-	-	-	-	-	-	-	-	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w		
Stephen of Ireton	9	-	w	w	w	w	w	w	w	w	w	w	w	w	-	-	-	-	-	-	-	-	-	-	-	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	-		
Henry of Ashbourne	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	
Roger of Wardington	7	-	w	w	w	w	w	w	w	w	w	w	w	w	-	-	-	-	-	-	-	-	-	-	-	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	
Thomas Henry	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Mathew of Kinveiton	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	
William of Okeover	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	
Richard of Harthill	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
John Saul	3	-	w	w	w	w	w	w	w	w	w	w	w	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Robert Fichet	4	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Robert of Wednesley	4	-	-	-	-	-	-	-	-	-	-	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w
Thomas of Mapleton	4	-	-	-	-	-	-	-	-	-	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
William of Hulton clerk	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
William of Okeover son of Roger	4	-	-	-	-	-	-	-	-	-	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Diagram A. 9 Witnesses for Snelston deeds of Hugh II of Okeover.

Analysis of witnesses.		OC051	OC052	OC044	OC045	OC046	OC047	OC048	OC050	OC003	OC004	OC005	OC011	OC048
Document		1241 × 1269	1241 × 1269	1182 × 1220	1241 × 1269	1241 × 1269	1241 × 1269	5 April 1254	1241 × 1269	Monday 11 November 1241	1241 × 1269	Palm Sunday, April 5 1256	1240 to 1269	1240 to 1269
Place		Swinscoe	Swinscoe	Swinscoe	Swinscoe	Swinscoe	Swinscoe	Huttlesdal	Swinscoe	Swinscoe	Swinscoe	Swinscoe	Swinscoe	Swinscoe
Total	46	6	9	6	9	5	5	6	9	7	9	6	8	8
Hugh II of Okeover	0	b	b	b	b	b	b	b	b	d	d	b	d	d
William Meverel	9	-	w	-	w	w	-	w	w	w	w	w	-	w
Henry of Ilam	7	w	-	-	w	w	-	-	w	w	w	-	-	w
Roger of Woodhouses	5	-	-	-	w	d	-	-	w	w	w	-	-	w
William of Ipstones	5	-	-	-	w	-	w	-	w	-	w	-	w	-
lord William of Audley	4	-	-	-	w	-	-	-	w	w	w	-	-	-

**Diagram A. 10 Witnesses for Swinscoe deeds of Hugh II of Okeover.**

## Key to diagram A.10

OO003 = 'WO' no.24, p.141-142

OO004 = DRO 231M/T36, printed 'WO' no.27, p.142-143

OO005 = 'WO' no.30, p.144

OO011 = 'WO' no.36, p.147

OO048 = 'WO' no.S14, p.178

Analysis of witnesses.								
Document		<a href="#">OC111</a>	<a href="#">OC112</a>	<a href="#">OC113</a>	<a href="#">OC114</a>	<a href="#">OC115</a>	<a href="#">OC116</a>	<a href="#">OC110</a>
Year not before	.	1241 × 1269	1241 × 1269	1241 × 1269	1241 × 1269	1241 × 1269	1241 × 1269	1241 × 1269
Place	.	<a href="#">Milwich</a>	<a href="#">Milwich</a>	<a href="#">Milwich</a>	<a href="#">Milwich</a>	<a href="#">Milwich</a>	<a href="#">Milwich</a>	<a href="#">Milwich</a>
Total	27	8	8	10	8	4	9	7
<a href="#">Hugh II of Okeover</a>	0	b	b	b	b	b	b	b
<a href="#">William Justice</a>	7	w	w	w	w	w	w	w
<a href="#">Walter son of Orm of Milwich</a>	5	w	w	w	w	-	w	-
<a href="#">William of Okeover</a>	4	w	-	w	w	-	-	w
<a href="#">lord Philip of Ley</a>	4	w	-	w	w	-	-	w

**Diagram A. 11 Witnesses for Milwich deeds of Hugh II of Okeover.**

Analysis of witnesses.		OC148	OC149	OC023	OC029	OC030	OC139	OC064	OC066	OC119	OC041	OC013	OC018	OC019	OC020	OO009	OC106	OC031	OC032	OC033	OC034	OC036	OC038
Document		OC148	OC149	OC023	OC029	OC030	OC139	OC064	OC066	OC119	OC041	OC013	OC018	OC019	OC020	OO009	OC106	OC031	OC032	OC033	OC034	OC036	OC038
Year not before		1241 × 1269	1241 × 1269	1241 × 1256	1241 × 1269	1241 × 1269	1253 × 1269	1241 × 1253	1241 × 1269	1241 × 1269	1241 × 1269	1241 × 1260 × 1269	1241 × 1253	1241 × 1269	1241 × 1269		1241 × 1269	24 July 1267	1241 × 1269	1241 × 1269	11 November 1257	Sunday 19 August 1256	1241 × 1253
Place		Okeover	Calton	Okeover	Sheen	Ilam	Callooy	Parwich	Alsop	Misterton	Sheen	Okeover	Okeover	Okeover	Snalsidal	Okeover	Longmore	Ilam	Ilam	Ilam	Ilam	Ilam	Ashbourne
Total	103	9	11	9	10	7	7	6	5	8	7	10	7	7	9	7	4	6	7	9	4	7	10
Hugh II of Okeover	0	b	d	b	d	d	b	b	b	d	b	b	d	d	d	d	b	b	b	b	d	b	b
Robert of Wednesley	11	-	-	-	-	w	w	w	-	w	-	w	w	w	w	b	w	w	-	-	w	w	w
Henry of Ilam	5	-	-	-	w	b	-	w	-	-	-	-	w	w	w	-	-	d	-	-	-	-	-
William of Ipstones	8	-	w	-	w	w	-	-	-	-	w	-	-	w	-	-	-	-	w	-	-	w	-
lord William de Venables	2	w	w	-	-	-	w	-	-	-	-	-	b	b	b	-	-	-	-	-	-	-	-
John the clerk	5	-	-	-	-	w	-	-	-	-	-	-	-	-	-	-	-	-	w	-	-	w	-
Robert Fichet	5	-	-	-	-	-	-	-	-	w	-	-	-	-	-	w	-	w	-	-	w	-	-
Roger of the Woodhouse	5	w	-	-	-	-	-	-	-	-	-	-	w	w	w	-	-	-	-	-	-	-	w
lord Robert of Ashbourne	4	w	-	-	-	m	w	-	-	-	-	w	w	-	-	-	-	-	-	-	-	-	w
Hugh of Beresford	4	-	-	-	w	w	-	-	-	-	w	-	-	-	-	-	w	-	-	-	-	-	-
Robert of Thorp	4	w	w	-	-	-	w	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w

**Diagram A. 12 Witnesses for other deeds to which Hugh II of Okeover was a party.**

Key to diagram A.12

OO009 = DRO D231M/T8

Analysis of witnesses.		OC053	OC021	OC024	OC026	OC091	OC096	OC100	OC123	OC124	OC125	OC126	OC127	OC129	OC083	OC084	OC088	OC090	OC049	OC013	OO015	OO017	OC105	OC108
Document		1269 × 1281	Thursday 24 July 1281	1269 × 1281	1269 × 1281	1269 × 1281	1269 × 1281	1269 × 1281	1269 × 1281	5 October 1273	1269 × 1281	10 August 1278	1269 × 1281	1 June 1278	1280	1269 × 1281	1269 × 1281	1269 × 1281	Swinscoe	1269 to 1281	1269 to 1281	1269 to 1281	8 September 1279	1269 × 1281
Place		Okeover	Okeover	Coldwall	Okeover	Snelston	Snelston	Snelston	Snelston	Allow	Allow	Allow	Allow	Allow	Snelston	Snelston	Snelston	Snelston	Woodhouses	Okeover	Snellsdale	Snelston	Snelston	Norbury
Total	867	8	13	8	8	7	7	7	7	6	7	10	6	8	7	5	6	7	5	7	9	5	5	5
Robert II son of Hugh of Okeover	1	b	d	b	b	b	b	b	b	b	b	b	d	d	d	b	d	b	d	b	w	w	b	b
Roger of Waddington	6	-	w	-	w	w	w	w	w	-	w	-	-	-	b	d	-	w	-	-	-	-	-	d
Richard of Okeover	7	w	w	w	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	-	-	-	-
Ralf of Munroy	6	-	-	-	w	-	-	-	w	-	w	-	-	w	-	-	-	-	-	-	-	-	-	-
Robert of Wednesley	6	w	w	-	-	-	w	w	w	-	w	-	-	-	-	-	-	-	-	-	-	-	w	-
Roger his son	6	w	w	-	w	-	-	w	w	-	-	-	-	-	-	w	-	-	-	-	-	-	-	-
Thomas Henry in Ashbourne	6	-	-	-	w	-	-	w	-	-	-	w	-	w	-	-	w	-	-	-	w	-	-	-
William of Okeover	5	-	-	-	-	w	-	-	-	-	-	-	-	-	-	w	b	-	-	-	-	-	w	-
William of Hulton clerk	5	-	-	-	-	w	-	-	-	-	w	-	-	w	-	w	w	-	-	-	-	-	-	-
William son of Andrew of Grendon	3	-	-	-	-	-	-	w	-	-	-	-	-	-	-	-	w	d	-	-	-	-	-	w
lord William Widher	1	w	b	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	b	d	b	-	-	-
John Saul	4	-	-	-	-	-	-	-	-	-	-	-	-	-	w	-	w	-	-	-	-	-	-	-
Mathew of Kainton	4	-	-	-	-	-	-	-	w	-	-	w	-	w	-	-	-	-	-	-	-	-	w	-
Robert of Woodhouses	3	-	-	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	-	d	-	-	-
Thomas of Mapleton	4	-	-	-	-	-	-	-	-	-	w	-	-	w	w	-	-	-	-	-	-	-	-	-
William Covne	4	w	w	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	w	-	w	-	-	-

**Diagram A. 13 Witnesses for deeds to which Robert II of Okeover was a party.**

Key to diagram A.13

OO013 = 'WO' no.45, p.152

OO015 = DRO D231M/T11, printed 'WO' no.47, p.152

OO017 = 'WO' no.49, p.153



**Diagram A. 14 Witnesses for deeds to which Roger of Okeover was a party.**

Key to diagram A.14

OC163 = fol. 46r(i)

OC168 = fol. 47v(i)

OO021 = 'WO' no.53, p.154

OO029 = DRO D231M/T52, printed 'WO' no.66, p.160

OO030 = DRO D231M/T18, printed 'WO' no.67, p.161

OO032 = DRO D231M/T19, printed 'WO' no.69, p.161-162

OO034 = 'WO' no.72, p.164



## Appendix 2: The Okeover Cartulary 1 - 159.

- 1 Record of the farm owed by tenants of Roger of Okeover on the waste of Snelston. Early fourteenth century

CARTULARY COPY: OC folio ii<sup>v</sup>.

*Firmar' wasti de Sneleston.*

Rogerus de Rossinton tenet \ad terminum vite sue et Emme uxoris sue et comm(unem) habet/ decem et septem acras et unam rodam de wasto et reddit per annum .xvij. solidos et .iij. denarios ad duos anni terminos videlicet medietatem ad festum nat(ivitatis) sancti Johannis baptisti et medietatem ad festum sancti Martini epi(iscopi) et faciet sectam ad molendinum in Snelleston si ibidem perendinacionem fecerit.

Rogerus de Ulnefinca capellanus et Johannes de Lyttelton tenent \ad vita(m) eorumdem/ tres acras de eodem wasto. Et reddent per annum .iij. solidos ad eosdem terminos et facient sectam ad curiam et ad molendinum.

Johannes filius Johannis Tyrry de Snelleston et Johanna uxor eius tenent ad terminum vite eorum .viij. acras et dimidiam de eodem wasto. Et reddent per annum .viij. solidos et .vj. denarios ad eosdem terminos et facient sectam ad curiam et ad molendinum ad .xxiiij.<sup>l<sup>um</sup></sup> granum.

Dominus Thomase le Walour tenet .vj. acras terre de eodem wasto et reddit per annum .vj. solidos et faciet sectam ad curiam et ad molendinum.

Willelmus de Asschelade et Alicia uxor eius tenent .iiij. acras terre et reddent per annum .iiij. solidos ad eosdem terminos et facient sectam ad curiam et ad molendinum.

Simon de Aula et Agnes uxor eius tenent .iiij. acras terre de eodem et reddent per annum .iiij. solidos ad eosdem terminos et facient sectam ad curiam et ad molendinum.

Willelmus de Asschelade et Alicia uxor eius tenent .vij. acras terre de wasto de Snelleston \ad terminum vite eorum/ iacentes subtus Henacre et reddent per annum .vij. solidos ad eosdem terminos et facient sectam ad curiam mea(m) de Snelleston' et ad molendinum.

- 2 Record of the farm owed by tenants of Roger of Okeover on the hide land in Snelston. Early fourteenth century

CARTULARY COPY: OC folio iii<sup>r</sup>.

*Firmar' de Snelston de hydat'.*

Simon de Aula et Agnes uxor eius et Henricus filius eorumdem tenent u[n]um mes(uagium) .xx. acras terre tres acras et dim(idiam) prati et reddent per annum ad totam vitam ipsius Simonis .xx. solidos et post eius decessum .xxiiij. solidos. Et facient sectam ad curiam et ad molendinum.

Simon caractarius manens in magna Clifton tenet unam culturam terre in Snelleston que vocatur le Nethereside et reddet per annum quatuor solidos et octo denarios et Christiane matri mee duos solidos et quatuor denarios nomine dotie et faciet sectam ad molendinum ad .xxiiij.<sup>um</sup> granum.

- 3 Terms by which Roger of Okeover holds the manor of Okeover from the abbot of Burton. Fourteenth century

CARTULARY COPY: OC folio iii<sup>v</sup>(i).

PRINTED: *Monasticon*, vol.3 p.41.

Dominus Rogerus de Acovre tenet manerium de Acovere de Abbate de Burton et successoribus suis adeo libere et pure sicut dominus rex concessit ecclesie de Burtone. Reddend' inde dictis abbati et conventui duas marcas ad festum sancti Martini pro omnibus. Et predictus Rogerus ibit cum predicto Abbate sumptibus ipsius Abbatis pro negociis domus apud Londonium. Item predictus Rogerus veniet ad curiam de Burtone si fuerit rationabiliter sum[m]onitus ad iudicandum latronem vel si fuerit bellum vadiandum.

- 4 Terms by which Roger of Okeover holds land of the prior of Tutbury. Fourteenth century

CARTULARY COPY: OC folio iii<sup>v</sup>(ii).

COPY: Sixteenth century, DRO D231M/E51.

PRINTED: *Monasticon*, vol.3 p. 41.

Item idem Rogerus tenet de priore de Tottebur' omnes terras et tenementa infra has divisas subscriptas videlicet inter le Urlesweye dessendendo in le Morwall et sic in Brisewall et de Brisewell per rivulum quod vocatur Mersich usque Douve in longitudine. Et in latitudine se extendit de aqua de Douva

usque ad altam viam subtus parcum directe usque acquam de Lortebourne et de Lortebourne assendendo usque Blorewalle. Faciend(o) servic(io) subscript(o) videlicet reddendo .xxij. solidos per annum videlicet ad festum sancti Martini .xj. solidos et ad festum nativitatis Johannis baptisti .viiij. solidos et ad festum sancti Michaelis .iiij. solidos. Et debet arare in quadragesima cum tribus caruc(at)is per unum diem ad cibum dicti prioris et valet opus cuiuslibet caruc' .iiij. denarios. Item inveniet .xvj. homines ad metend' per unum diem et valet opus cuiuslibet hominis .j. d. ob'. Et bene liciat domino de Acovre aut facere illud servicium aut reddere .ij. solidos et .ix. denarios pro predicto servicio. Idem Rogerus et heredes sui venient ad consilium dicti prioris infra comit(at)us Derbeye et Staffordie si fuerint rationabiliter sum[m]oniti nisi per alios dominos suos alibi contigeri(n)t summoniri. Set si extra predictos comitatus laboraverit dictus prior sibi et hominibus suis et equis in omnibus inveniet. Item si dominus castri de Tottesbury fuerit inprisonatus ita quod redimi debeat vel eyneciam filiam suam maritaverit et petat aucsilium de predicto priore tunc idem Rogerus talliabitur pro una carucata terre sicut et cetere carucate terre de feodo dicti prioris et ecclesie de Tottebur' talliantur.

5 Services owed by Roger of Okeover to the hundred court of Totmonslow

CARTULARY COPY: OC folio iii<sup>v</sup>(iii).

Item dominus Rogerus faciet sectam ad hundredum de Tatemondeslowe de tribus septimanis in tres septimanas.

Hec sunt servicia que debentur de manerio de Acovre

6 Services of all the free tenants of at Okeover. Fourteenth century

CARTULARY COPY: OC folio iv<sup>r</sup>.

*Hec sunt servicia omnium liberorum <tenementorum de> Acovre.*

Dominus Thomas Wyther tenet totam terram cum toto mesuagio quod Ricardus Albus quondam tenuit. Reddend' inde per annum domino priore de Tottesbury pro dominis de Acovre et heredibus eorum .vj. solidos. Et etiam dictis dominis de Acovre .xij. denarios ad festum pur(ificationis) beate Marie pro omnibus salva secta molendini de Acovre et molet ad vicesimum <gr>anum et salvo forincec servicio.

Item idem Thomas tenet unam partic(u)lam terre subtus Wodehul et iacet inter viam et le Oldeflat quam Robertus de Snellesdal' quondam tenuit. Habend' et

tenend' pro homagio et servicio suo et reddit per annum unum par cirotecarum albarum ad festum sancti Johannis baptisti.

Item idem Thomas tenet .ij. bovas terre pro homagio suo in villa de Snellesdale quas Matilda que fuit uxor Roberti de Snellesdale quondam tenuit et reddit per annum unum [solidum] ad festum sancti Martini. Et faciet servicium priori de Tottebur' pro dominis de Acovre scilicet baggeberre et plousehier.

Item idem Thomas tenet .ij. placias terre scilicet Briddescroft et Briseleyston et reddit per annum .ij. d. ad festum sancti Johannis baptisti et ad festum sancti Martini.

Item idem Thomas tenet totum man(erium) cum tota terra citra le Mersiche et . reddit per annum dominis de Acovre .j. denarium quod solebat reddere hered(ibus) Willelmi de Venables.

Item predictum Thomas tenet unam placiam que vocatur le Buldeneflat et reddit per annum .xij. denarios.

Item idem Thomas [---] culturam pro omnis salvo [---]<sup>1</sup>

7 Hugh II grants to Henry son of Henry of Ilam in fee and inheritance all the lands and tenements that his father Henry held in Ilam. 1241 × 1269

CARTULARY COPY: OC folio 1<sup>r</sup>; BL Loan 30, folio 118.

PRINTED: 'BC', p. 99.

Sciant presentes et futuri quod ego Hugo filius Roberti de Acovre concessi et hac presenti carta mea confirmavi Henrico filio Henrici de Ilum pro homagio et servicio suo omnes terras et omnia tenementa cum omnibus pertinenciis suis que Henricus pater eiusdem Henrici vel eiusdem antecessores de antecessoribus meis uncquam tenuerunt in feodo de Ilum Tenend' et habend' sibi et heredibus suis sive assignatis in feodo et hereditate quiete et solute cum omnibus libertatibus liberis communis et asyamentis ad omnia predicta tenementa pertinentibus. Uncquam tamen sequendo curiam meam vel heredum meorum apud Akovere nisi bis per annum per rationabiles summoniciones videlicet .. [usque ad proximam curiam post Pascham et quando breve Domini Regis venerit in curia mea ac predictus H vel heredes sui faciant sequela ad curiam meam secundum legem terrae quousque illud breve in curia mea deducatur, reddendo inde annuatim mihi et heredibus meis .xviij. s. argenti ad festum Sancti Martini etc.]<sup>2</sup>

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<sup>1</sup> The remainder of this entry is very faded and unreadable.

- 8 Roger of Okeover grants to Adam son of the lord William of Praers and Agnes of Huford and the heirs of Adam's body a plot of land in the Woodhouses in fee and inheritance for a rent of three pence. On the failure of heirs the land reverts successively to Adam's brother John, and then his sisters Letitia and then Joanna, and the heirs of their bodies and finally to lord William of Praers. 1330

ORIGINAL: DRO D231M/T52.

CARTULARY COPY: OC folio 2<sup>r</sup>.

*Cartam Rogeri de Okovre factam Ade de Praers [filio] domini Willelmi Praers et Agneti de Huford de quadam placea terre in le Wodehowse.*

Sciant presentes et futuri ego Rogerus de Quecovre miles dedi concessi et hac presenti carta mea confirmavi Ade de Praers filio domini Willelmi de Praers et Agneti de Huford quamdam placeam terre jacentem inter terram Henrici filii Roberti de la Wodehouses ex una parte et terram quam fuit quondam Magote Here ex altera parte Habend' et tenend' totam predictam placeam terre cum suis pertinenciis predictis Ade et Agneti et heredibus predicti Ade de corpore suo procreatis libere quiete bene pacifice. Reddendo inde annuatim tres denarios in festo sancti Johannis Baptisti pro omni servicio exactione et demanda. Et si contingat quod predictus Adam in facta [*sic*] decesserit sine herede de corpore suo procreato tota predicta placea terre Johanni fratri predicti Ade et heredibus de corpore suo procreatis remanebit. Et si contingat ipsum Johannem sine heredibus de corpore suo mori predicta placea terre Letitie sorori sue et heredibus de corpore suo revertet. Et si contingat predictam Letitiam sine herede de corpore suo mori predicta placea terre Johanne sorori predictae Letitie et heredibus de corpore suo revertet. Et si contingat Johannam sine herede corporis sui mori tota predicta placea terre cum omnibus suis pertinentibus domino Willelmo de Praers rectori ecclesie de Erusall per [...]³ et heredibus suis et assignatis remanebit.<sup>4</sup> Et ego predictus Rogerus et heredes mei predictam placeam terre contra omnes mortales imperpetuum warantuabimus [*sic*] et defendemus. In cuius rei testimonium presenti carta [*sic*] sigillum meum apposui. Hiis testibus Henrico filio Roberti de la Wodehouses Willelmo fratre eius Ranulfo de Snellesdale de la Wodehouses Henrico Anot'<sup>5</sup> et aliis dat' apud [Aco]ver die lune in crastino sancti Otoran<sup>6</sup> maritiris anno domino M tresentesimo tresimo.

<sup>2</sup> This part is largely unreadable in the Okeover Cartulary and the text is taken from the Burton Cartulary.

<sup>3</sup> Unreadable

<sup>4</sup> Derbyshire Record Office, D231M, Okeover Family of Okeover/T16 identifies William de Praers as parson of the church of Erslowe. Here, Erusall is the best that can be made of the text.

<sup>5</sup> Uncertain.

- 9 Copies of the Domesday entries for Okeover, Atlow and Snelston.  
Fourteenth-century copies for Roger of Okeover.

CARTULARY COPY: OC folio 2<sup>v</sup>.

*Domusday terra abbatia Burtone super Trenam*

Ipsa abbatia tenet Aucovre ibi .iii. v. terre cum appendiciis suis terra est .ii. car. Radulphus [*sic*] ten' ad censum . ibi est unum mol(end)in(um) silva dimi lenu lg et .iii. q[a]rent lat'.

Socagii.

*Domusday terra Henr de Ferraris*

In Etelawe habet Fluric .iiij. car terre ad gld . terra .ii. car ibi .iiii. ac(ras) prati silva past' dimi leu' lg et .iii. qar' lat' silva min tantundem TRE valet .xx. sol. modo .ii. sol.

Quart(am) partem feodi milit(is).

*Domesday terra Henr de Ferraris*

In Snellestone h(a)b(ent) Leuenot Elfric et Saulf .ii. car' terre et .ii. bov. et tertiam partem .ii. bov ad gld'. Ibid dimid. car. terre soca in Ouere et .iiij. bov' terre soca in Roucestre et .v. bov terre et duas partes .ii. bov' quae pertinent ad Nordebery Tra' .iiii. car int' totu' . Ibi modo .ix. vill' et .ix. bord' et .i. serv' habent .iii. car et .l. acras prati . Silva past' .i. lenc' lg' et dim' lat' TRE valet .viiij. libros modo .xl. solidos Radulphus ten.

Medietat(em) unius feodi milit(is).

- 10 Purported grant by Abbot Robert to Ralph son of Orm and his heirs of the whole land of Okeover with appurtenances for two marks each year. Ralph is to accompany the abbot to the king's court at the expense of the abbot and to attend the abbot's court to judge thieves and trial by battle. 1150 × 1159

ORIGINAL: DRO D231M/T1 has half of the letters of the word CYROGRAPHUM at the top of the document but does not show the indents of a cyrograph though it is much restored. A tongue is cut across the bottom of the document for a seal but no seal is present.

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<sup>6</sup> Alternatively Ocoran or conceivably Storan.

CARTULARY: OC fol. 3<sup>r</sup>(i); BL Loan 30 fol.20 This is an early fourteenth century copy inserted in the margins of the earlier text.

PRINTED: *Monasticon*, p. 41 [ex vet. Cod. MS. penes Joh. Vincent gen. fol. 3 a.]; ‘WO’, no.6, pp.130-131, [from the purported original: a facsimile of this is also included].

*Carta Abbatis de Burton et conventus eiusdem loci facta Radulpho filio Ormi de Acovre de tota terra de Acovre et que pertinent ill[i]<sup>7</sup> predicte terre.*

Sciant omnes tam presentes quam futuri quod ego Rodbertus<sup>8</sup> Abbas Burton et totus conventus eiusdem loci concessimus et confirmavimus Radulpho filio Ormi et heredibus suis totam terram de Acovre cum omnibus pertinenciis que pertinent ille [*sic*] predicte terre tenendam de nobis et de ecclesia Burton’ tam libere et tam quiete quam dominus rex noster concessit ecclesie nostre Burton’ Reddendo nobis annuatim duas marcas argenti ad festum sancti Martini pro omni servicio. Sed sciendum est quod predictus Radulphus et heredes sui debent ad curiam regis ire cum Abbate pro negocio dom(us) super expensam Abbatis. Et Radulphus predictus et heredes sui ad curiam Abbatis venire debent causa iudicandi latronem si sit captus vel causa iudicandi bataille. Et ad hoc faciendum Radulphus predictus et heredes sui debent rationabiliter summoneri. Testes sunt hii primum ipsum capitulum ecclesie Burton scilicet Jordanus prior Briennius Willelmus de Sancto Albano et ceteri monachi ecclesie predicte. Deinde Galfridus de Bachepiz Radulphus de Mungumerie Galfridus de Tatinhil Willelmus de Winshil Godwinus de Brantistun et Leifincus et plures alii.

11 Grant by Abbot Roger to Hugh son of Ralph of Okeover and his heirs of the land and tenure of Okeover in fee and inheritance as his father had held for a rent of two marks every year. 1180 × 1182

CARTULARY: OC fol. 3<sup>r</sup>(ii).

PRINTED: *Monasticon*, p. 41 [ex vet. Cod. MS. penes Joh. Vincent gen. fol. 3 a.]; ‘WO’, no.8, p.132 [from OC].

*Carta Rogeri Abbatis de Burton et conventus eiusdem loci facta Hugoni filio Radulphi de Acovre de terra et tenura.*

Sciant presentes et futuri quod ego Rogerus Abbas Burton’ totusque conventus eiusdem loci concessimus et presenti carta confirmavimus Hugoni filio Radulphi de Acovre sibi et heredibus suis terram et tenuram suam quam habet in Acovre

<sup>7</sup> The cartulary shows *illo* but this is clearly a mistake; *ille* is found below, and arguably it should also be *illi*.

<sup>8</sup> Cartulary copy shows *Robertus*.

in feudo et hereditate de nobis tenendam ita libere et quiete sicut Radulphus eius pater tenuit. Reddendo nobis annuatim duas marcas argenti ad festum sancti Martini. Testes Willelmus Decanus de Tatenhull Robertus de Stapenhull Ailwinus capellanus Robertus de London Galfridus Salvagius Radulphus filius Radulphi Richerus eius frater Robertus de Greseleia Henricus frater eius Henricus de Lega Nicolaus filius Johannes de Wilintone Ricardus de Lega Reginaldus de Sancto Albano Simon Pugil Matheus frater eius Jordanus de Pouele et multi alii.

- 12 Laurence Abbot of Burton grants to Hugh of Okeover that henceforth he may pay the farm due for the vill of Okeover with Ilam and Castern to wit two marks every year to the abbot's attorney at Ilam. 1256 at Burton.

ORIGINAL: DRO D231M/T7; small parchment indenture much restored, folded bottom with no evidence of the seal.

CARTULARY: OC fol. 3<sup>r</sup>(iii).

PRINTED: 'WO', no.31, p.144.

*Scriptum Laurencii Abbatis de Burton et conventus eiusdem loci factum domino Hugoni de Acovre et heredibus quod ipsi persolvant apud Ilum attornato suo firmam suam quam pro villa de Acovre et Ilum et terra Casturn solvere tenentur.*

Omnibus Christi fidelibus hoc scriptum visuris vel audituris Laurentius permissione divina Abbas Burton et eiusdem loci conventus salutem in domino sempreternam. Noveritis nos concessisse pro nobis et successoribus nostris domino Hugoni de Acovre et heredibus suis quod ipsi decetero persolvant apud Ilum attornato nostro firmam nostram quam nobis pro villa de Acovre et de Ilum et terra Casturn solvere tenentur scilicet duas marcas singulis annis in die sancti Martini sicut solvere consueverunt apud Burton sine difficultate. In cuius rei testimonium huic scripto sigillum capituli nostri est appensum. Dat' apud Burton anno gracie millesimo ducentesimo quinquagesimo sexto.

- 13 Gift and grant by John Abbot of Burton and the chapter to Hugh of Okeover of a messuage plot that used to be occupied by the chaplains of the chapel at Okeover, excepting the path by the church, in exchange for another plot in the vill. 1260 × 1269

ORIGINAL: DRO D231M/T6; parchment indenture with neat script much restored. There is a folded bottom with slits for the insertion of two ribbons for seals.

CARTULARY: OC fol. 3<sup>v</sup>(i).

PRINTED: 'WO', no.31, p.144.

*Pro capella de Acovre. Carta Johannis Abbatis Burton' et conventus facta domino Hugoni de Acovre de una placea in qua capell(an)i de capella de Acovre soleba(n)t habitare.*

Omnibus Christi fidelibus presens scriptum visuris vel audituris Joh(annes) permissione divina Abbas Burton' et eiusdem loci conventus salutem in domino sempiternam. Noverit universitas vestra nos dedisse concessisse et presenti carta nostra confirmasse domino Hugoni de Acovre militi unam placiam<sup>9</sup> in villa de Acovre illam scil(icet) in qua habitare solebant capellani capelle de Acovre servientes que pertin(er)e solebat ad dictam capellam salva via versus ecclesiam sine aliqua diminucione vel deterioracione in escambium<sup>10</sup> unius placie in eadem villa in qua habitare solebant Symon clericus Gilbertus Bercarius et Walterus Carectarius et quatuor solidorum annuorum quos eis solvere consueveram apud Scona(m) nomine decime pro pastura et terbaria et brueria.<sup>11</sup> Tenend' et habend' de nobis et successoribus nostris dicto domino Hugoni de Acovre et heredibus suis vel assignatis et eorum heredibus libere et quiete cum omnibus pertinenciis suis imperpetuum. Et nos vero et successores nostri dictam placeam cum omnibus libertatibus suis et asyamentis<sup>12</sup> et omnibus pertinenciis suis dicto domino Hugoni et heredibus suis vel assignatis et eorum heredibus contra omnes homines warantizabimus adquietabimus et in omnibus defendemus imperpetuum. Ut autem hec nostra donacio concessio et carte huius confirmacio atque warantizacio robur firmitatis optineant imperpetuum huic scripto sigilla nostra apposuimus. Hiis testibus Johanne de Aldetheleya domino de Blora Matheo de Kniveton Thomaso Meverel de Troweleya Henrico de Casturna Johanne filio Henrici de Ilum Roberto Fichet de Mapelton Ad(ame) de Ylum Thomaso Meverel de Mapelton Rogero de eadem villa Nicholao filio Symonis de Ylum et aliis.

- 14 Abbot Geoffrey of Burton confirms a grant by his predecessor Nigel of six bovates in Stretton to Orm and his heir in fee and inheritance for six shillings each year. 1130 × 1138

ORIGINAL: BL Stowe Charters, Ch.102.

CARTULARY: OC fol. 3 <sup>v</sup>(ii); BL Loan 30, fol. 37 only gives the first witness.

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<sup>9</sup> Original.

<sup>10</sup> Cartulary *excambium*.

<sup>11</sup> This looks questionable but *consueveram* is correct. The first person indicates that it was the abbot who was paying.

<sup>12</sup> Original *aysamentis*.

PRINTED: 'WO', no.2, pp.127-128 from 'BC' p.31 [with witnesses from the original in the British Library]; *Geoffrey* no.19, p.lxii.

*Scripto G Abbas et monachi Burton' facto Ormo et heredi eius de .vi. b. in Strattona pro .vj. s.*

Ego G Abbas et monachi Burtonie mecum concedimus huic Ormo et heredi eius in feudum et hereditatem .vi. b(ovatas) in Strattona per .vi. solidos quoque anno et per consuetudines pertinentes ad tantundem terre<sup>13</sup> in eadem villa et ita concedimus ei sicut ei concesserat Abbas Nigellus concedente capitulo in feudum et hereditatem antequam ego G venissem ad abbatiam. Huius concessionis testes sunt primum ipsum capitulum idest Edwinus prior Hedricus Durandus Theodricus et ceteri monachi deinde Willelmus filius Herberti Willelmus filius Nigelli Fulcherius filius Sasuuali Rodbertus filius Walchelini Willelmus de Stratton Herbertus nepos Abbatis Andreas de Lega et Radulphus pr(esbiter) de Stap(enhul) et plures alii.

15 Abbot Robert confirms to Ralph son of Orm and his heir in fee and inheritance the grant of six bovates in Stretton for a rent of six shillings every year and customary services. 1150 × 1159

ORIGINAL: DRO D231M/T295. Seal directly attached to tag cut across the bottom though not much of the seal remains.

CARTULARY: OC fol. 3<sup>v</sup>(iii); BL Loan 30 fol.20.

PRINTED: 'WO', no.7, p.131, from the original deed at Okeover; 'BC', pp.34-47.

*Concessio et confirmatio Roberti Abbatis Burton' facta Radulpho filio Ormi in Strattona.*

Ego Robertus Abbas Burtonie concedo et confirmo donacionem quam Gaufridus predecessor meus bone memorie Abbas et monachi concesserunt huic Radulpho filio Ormi. Scilicet in Strattona .vj. bovatas in feufirmam per .vj. solidos quoque anno et per consuetudines pertinentes ad tantundem terre in eadem villa. Concedimus in quam ei et heredi ipsius in feudum et hereditatem illam terram in Strattona quam tenuit Ormus pater eius et sicut eam tenuit et eodem servicio et eisdem consuetudinibus et sicut testatur cyrographum ipsius Ormi. Unus terminus firme est ad festum sancti Johannis. Alius ad festum sancti Martini. Huius concessionis et convencionis testes sunt primum ipsum capitulum ide(o) Jordanus prior Briennus subprior Hubertus et ceteri monachi. Deinde Willelmus filius Nigelli Willelmus filius Herberti Jordanus filius Fulcheri Robertus filius Walchelini Unfridus de Tok Radulphus Presbiter Robertus

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<sup>13</sup> Cartulary *terre*. Original is only partly legible.

filius eius Ailwynus presbiter Reygnaldus de Sancto Albano Nicholaus cocus Godwynius de Brandestona et plures alii.

- 16 Abbot Roger of Burton grants Hugh son of Ralph of Okeover and his heirs in fee and inheritance six bovates at Stretton that his sister Alice held free and quit of all services for six shillings every year. 1214 × 1216

CARTULARY: OC fol. 4<sup>r</sup>(i).

PRINTED: 'WO', no.16, p.138.

*Scriptum Rogeri Abbatis Burton' facto Hugoni filio Radolphi de Acovre de .vj. bovatis terre in Stretton.*

Universis sancti matris ecclesie filiis ad quos presens scriptum pervenerit Rogerus dei gracia Abbas Burton et totius eiusdem loci conventus salutem. Noverit universitas vestra nos unanimi assensu et pari voluntate concessisse et hac presenti carta confirmasse Hugoni filio Radulphi de Aucovre et heredibus suis sex bovatas terre in Stretton cum omnibus pertinenciis suis quas Aelicia soror sua tenuit in eadem villa de Stretton'. Tenendas et habend(as) de nobis et successoribus nostris illi et heredibus suis in feodo et hereditate libere et quiete ab omni servicio et consuetudine ad nos pertinente. Reddendo nobis inde annuatim sex solidos ad duos anni terminos videlicet ad festum sancti Johannis Baptisti tres solidos et ad festum sancti Martini tres solidos. Hiis testibus Bartholomeo Tuye priore Tuttesbiry Herberto canonico Lichefeld Willelmo de Vernun tunc seneschallo domini comitis de Ferraris Gaufrido de Acovre Roberto de Touka Willelmo Burgenum Nicholao de Hulton Radulpho de Fes Thoma Sutton Roberto de Bersicote Radulpho de Wychemere Henrico Tyson Roberto de Syyele et multis aliis.

- 17 Agreement between Bartholomew Prior and the chapter of Tutbury and Hugh I of Okeover and his heirs under which the Prior exchanges a field and three selions of land in Mayfield next to Okeover for a field between the mill at Snelston and the open field of Mayfield. 1200 × 1220

ORIGINAL: DRO D231M/T2. Parchment with two greenish wax seals attached to bottom by two straps inserted through folded up bottom through cuts. Indentures at the top survive. Palaeography less angular but not yet as rounded as in the cartulary. On the back 'hec indenture inter prior de Tutesbur et Hugo de Acovre'.<sup>14</sup>

CARTULARY: OC fol. 4<sup>v</sup>(i).

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<sup>14</sup> In writing similar to that of the cartulary.

PRINTED: 'WO', no.19, pp.139-140.

*Hec est indent' inter B Priorem et conventum eiusdem loci de Tutesbury ex una parte et Hugonem de Acovre ex altera de una cultura quod est in dominico suo ultra pontem pendentem.*

Hec est convencio facta inter B priorem et conventum de Totesbiry ex parte una et Hugonem de Auovre et heredes suos ex altera videlicet quod predicti prior et conventus dederunt et imperpetuum possidendam concesserunt predicto Hugoni et heredibus suis totam culturam suam que est de dominico suo ultra pontem pendentem versus Auovre inter viam que ducit a Maafelt ad Auovre et Douvam cum tribus sellionibus incrementi contiguus predicte culture in parte(m) versus Auovre. Et predictus Hugo dedit et imperpetuum possidendam concessit Deo et ecclesie beate Marie et monachis ibidem deo servientibus totam culturam suam que est inter molendinum de Syleneston et campos de Maafeld<sup>15</sup> ex utraque parte Douve quam scilicet ipse retinuit in proprio dominico suo de terra quam ipse dedit Gaufrido fratri suo in Syleneston. Et sciendum est quod predicti Prior et monachi predictam terram prefato Hugoni et heredibus suis contra omnes homines warrantizabunt et defendent. Et ut hec convencio rata et inconcussa ex utraque parte perseveret ut(ri)que videlicet prior et monachi et predictus Hugo presentem paginam sigillorum suorum appositione roboraverunt. Hiis testibus domino Willelmo comite Derby Raginald de Kard Dap(ifero) Stephano capellano Johanne capellano Henrico de Braillefort Willelmo de Grendon Gaufrido de Acovre Nicholao de Cauveland Roberto de Syrefort Roberto de Bec Roberto de Lee Henrico de Daneston Willelmo de Ypestanes et multis aliis.

- 18 Deed in which Hugh II of Okeover grants William de Venables and his heirs in fee and inheritance land with a messuage and buildings in Okeover formerly held by Richard White, excepting his enclosures of Pincheney and the Oldflat and his park, for a rent of six shillings every year to be paid on Hugh's behalf to the prior of Tutbury. 1241 × 1253

ORIGINAL: DRO D231M/T5. Parchment, no seal or strip though cut through folded bottom.

CARTULARY: OC fol. 4<sup>v</sup>(ii).

PRINTED: 'WO', no.23, p.141, extracts only.

*Cart' Hugonis de Acovre filii Roberti fact' Willelmo de Venables.*

Sciant presentes et futuri quod ego Hugo filius Roberti de Acovre dedi et concessi et hac presenti carta mea confirmavi Willelmo de Venables et heredibus suis

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<sup>15</sup> Original *Maafelt*.

sive assignatis pro homagio et servicio suo totam terram cum toto mesuagio cum edificiis et cum virgulto et haya et cum omnibus pertinentiis suis quam Ricardus Albus tenuit de me in villa de Acovere. Tenend' et habend' de me et heredibus meis sibi et heredibus suis sive assignatis in feodo et hereditate libere et quiete cum omnibus libertatibus et liberis communis tante terre pertinentibus. Salvis mihi et heredibus meis defensis meis scilicet Pyncheney et le Oldeflat et parco meo de Akovere. Solvendo inde annuatim pro me et heredibus meis priore de Tuttesbury et eius successoribus sex solidos ad duos anni terminos scilicet ad festum sancti Martini tres solidos et ad festum sancti Johannis baptiste tres solidos m(ihi) d(omin)o et heredibus meis duodecim denarios ad purificationem beate Marie pro omnibus mihi et heredibus meis pertinentibus salva secta molendini mei de terra illa ad vicesimum granum et salvo forinseco servicio. Ego vero et heredes mei predictum tenementum cum omnibus pertinentiis suis dicto Willelmo et heredibus suis sive assignatis contra omnes homines imperpetuum warrantizabimus. In cuius rei testimonium presenti carte sigillum meum apposui Hiis testibus Roberto de Esseburne Roberto de Lea Serlone de Munioye<sup>16</sup> Roberto de Wednesle Willelmo de Lega Henrico de Ilum Rogero de Wodehouses et aliis.

- 19 Hugh II of Okeover grants William de Venables and his heirs or assigns, excepting men of religion, an assart in the territory of Okeover in fee and inheritance for the payment of a pair of silver spurs annually. 1241 × 1269

ORIGINAL: DRO D231M/T4.

CARTULARY: OC fol. 5<sup>r</sup>(i).

PRINTED: 'WO', no.40, pp.148-149.

*Cart' Hugo de Acovre domino W de Venables de uno assarto territorio de Acovre.*

Sciant presentes et futuri quod ego Hugo de Acovre dedi concessi et hac presenti carta mea confirmavi domino Willelmo de Venables pro homagio et servicio suo unum assartum in territorio de Acovre subtus Wodul quod iacet inter viam et le Longflat quod scilicet Robertus de Snellesdale tenuit. Tenend' et habend' in feodo et hereditate de me et heredibus meis sibi et heredibus suis sive assignatis exceptis viris religiosis et burgencibus libere et quiete integre plenare cum omnibus pertinentiis suis. Solvendo inde annuatim mihi et heredibus meis unum par albarum cyrotecarum ad festum sancti Johannis Baptisti pro omni servicio consuetudine et demanda. Ego vero et heredes mei predictam terram cum pertinentiis dicto Willelmo de Venables et heredibus suis sive assignatis exceptis

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<sup>16</sup> Original *Mugoie*.

viris religiosis et burgensibus contra omnes homines warrantizabimus. In cuius rei testimonium presenti carte sigillum meum apposui. Hiis testibus Roberto de Wednesley Rogero de Wodehouse Willelmo de Ippeston Roberto de Casterne Henrico de Ilum Hugone de Koldewalle Henrico de Huncindone clerico et aliis.

- 20 Hugh II of Okeover grants William de Venables and his heirs or assigns, excepting men of religion, two bovates in the vill of Snells[dale] in fee and inheritance for a rent of one penny. 1241 × 1269

ORIGINAL: DRO D231M/T273.

CARTULARY: OC fol. 5<sup>r</sup>(ii).

PRINTED: 'WO', no.39, p.148.

*Cart' Hugo de Acovre fact' W de Venables de .ij. b. terre in Snelles[dale].*

Sciant presentes et futuri quod ego Hugo de Acovre dedi concessi et hac presenti carta mea confirmavi Willelmo de Venables et heredibus suis sive assignatis et eorum heredibus exceptis religiosis burgensibus<sup>17</sup> et judeis pro homagio et servicio suo duas bovatas terre cum omnibus pertinenciis suis in villa de Snellisdale illas scilicet quas Matilda quondam uxor Roberti de Snellesdale tenuit. Tenend' et habend' de me et heredibus meis sibi et heredibus suis sive assignatis et eorum heredibus exceptis predictis in feudo et hereditate libere quiete integre et plenarie cum omnibus libertatibus liberis communis et asyamentis<sup>18</sup> ad eandem terram pertinentibus. Salvo le Oldeflat et parco de Acovre Faciendo inde annuatim pro me et heredibus meis idem servitium capitalibus dominis dicti feodi quod pro predicta terra eisdem reddi solebat et debebat. Et reddendo inde annuatim mihi et heredibus meis unum denarium ad festum sancti Martini pro omnibus ad me vel ad heredes meos pertinentibus. Ego vero et heredes mei predictas duas bovatas terre predicto Willelmo et heredibus suis sive assignatis sicut predictum est contra omnes imperpetuum warrantizabimus. Ut autem hec mea donacio et concessio rata et stabilis permaneat huic presenti carte sigillum meum apposui. Hiis testibus Thomas de Edinsoure Jordano de Snitterton Hugone de Menul Serlon de Mungay<sup>19</sup> Roberto de Andewero Roberto de Mapulton Henrico de Ilum Rogero de Wodehous Roberto de Wednisley et aliis.

- 21 Agreement between Robert II of Okeover and William Wither whereby Robert and William settle all differences between them.

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<sup>17</sup> Original says Burgunsibus.

<sup>18</sup> Original.

<sup>19</sup> Original.

William grants to Robert and his heirs a plot of land called Briddescroft formerly held by lord William de Venables and agrees that Robert may hold his park enclosed without trespass. Robert agrees to allow William to hold his land in Snellesdale in the fees of Okeover and Mayfield enclosed. Thursday 24 July 1281

CARTULARY: OC fol.5<sup>v</sup>(i).

PRINTED: 'WO', no.45, p.152, heavily abbreviated.

*Convencionem inter dominum Robertum de Acovre ex una et dominum Willelmum Wyther ex altera de omnibus contencionibus.*

Noverint universi presentes literas inspecturis vel auditoris quod die Iouis in vig(ilia) sancti Jacobi apostoli anno regni regis Edwardi filii regis Henrici nono. Ita convenit inter dominum Robertum de Acovre ex parte una et dominum Willelmum Wyther ex altera videlicet quod omnes contenciones et lites inter eos h(ab)ite(nt)<sup>20</sup> an(te)<sup>21</sup> dictum diem Iouis sunt r(e)misse pace super (e)isd(em)<sup>22</sup> fide prefata r(e)for(m)ata in hunc modum. Scilicet quod predictus Willelmus pro se et heredibus suis concessit predicto Roberto et heredibus suis unam placeam terre cum pertinenciis que vocatur Briddescroft quo(n)dam circum fossatam quam dominus Willelmus de Venables aliquando tenuit inferiori parte ville de Acovre. Concessit etiam predictus Willelmus pro se et heredibus suis predicto Roberto et heredibus suis quod imperpetuum habeant et teneant totum parcum de Acovre cum pertinenciis in eodem statu inclusum quo fuit dicto die Iouis sine calumpnia seu impedimento ipsius Willelmi aut heredum suorum. Concessit etiam predictus Willelmus pro se et heredibus suis predicto Roberto et heredibus suis imperpetuum quod totam terram suam abutantem super predictum parcum de Acovre et iuxta parcum arabit directe modo solito sine forera. Et quod via ibid(em) extra predictum parcum semper remaneat integra et impedita [*sic*]. Preterea concessit predictus Willelmus pro se et heredibus suis et omnino quietum clamavit predicto Roberto et heredibus suis totum jus suum et clamium quod habuit vel habere potuit in terris et tenementis in Snelliston [*sic*]. Unde placitum motum erat inter eos per brevem domini regis coram justiciar(iis) apud Westmonasterum. Pro quibus vero concessis prenomatis predictus Robertus pro se et heredibus suis concessit predicto Willelmo et heredibus suis ut omnes terras et tenementa sua cum edificiis suis apud Snellesdale in feodo de Acovre et Mathelfeld inclusas et indefenso teneant et habeant imperpetuum sicut idem Willelmus pleni(us) ea tenuit dicto die Iouis una cum quadam parva placea terre subtus fontem de Snellisdale sicut

<sup>20</sup> *Martin*, p.60.

<sup>21</sup> *Martin*, p.7.

<sup>22</sup> Uncertain; though super can take the ablative.

prius fuit inclusa qua iacet inter gardinum eiusdem Willelmi et communem viam iuxta Briselamtone temporibus singulis includendis salva via ibid usitata. Et quod idem Willelmus et heredes sui possint habere liberam chasiam in loco competenti ad omnimoda averia sua pascenda et aquanda in tempore aperto post blada et fena asportata in terris pascuis et pasturis. Un(a) contencio inter partes predictos fiebat iuxta aquam de Douve subtus parcum de Acovre versus aust(rum). Et ad maiorem huius rei securitatem presentibus scriptis ad modum cyrograffi confectis partes alternatim sigilla sua apposuerunt. Hiis testibus domino Willelmo de Cauvereswelle Willelmo de Stafford Roberto Basset Henrico filio Herberti Roberto Chetilton militibus Jordan de Snitterton Roberto de Wednisley Ricardo de Acovre Roberto de Denston Rogero de Wednisley Willelmo Coyne Rogero de Wardinton Waltero clerico et multis aliis.

- 22      Quit claim by William de Wilburnham heir of William de Venables in favour of Roger of Okeover remising any rights to the homage and wardship of Thomas son and heir of lord William Wither in respect of land that William Wither held of William de Venables in Snellesdale.  
15 June 1313

CARTULARY: OC folio 5<sup>v</sup>(ii).

*Quietum clamium Will' de Wilbirham fact' domino Rogero filio Johannis de Acovre de homag' servic' red' ward'.*

Omnibus Christe fidelibus hoc presens scriptum visuris vel auditoris Willelmus de Wilburham heres domini Willelmi le Venables militis salutem in domino sempiternam. Noveritis me remisisse relaxasse et omnino pro me et heredibus meis imperpetuum quietum clamasse domino Rogero filio et heredi Johannis de Acovre totum jus et clamium quod habui vel aliquo modo habere potui vel decetero habere potero in homagiis serviciis redditibus wardis releviis et eschaetis Thome filii et heredis domini Willelmi Wyther que dominus Willelmus Wyther pater predicti Thome aliquando facere consuevit pro tenementis que de domino Willelmo le Venables tenuit in Snellsdale. Ita videlicet quod ego Willelmus de Wilburham nec heredes mei nec aliquis nomine nostro in predictis homagiis serviciis et redditibus wardis releviis et eschaetis cum suis prosicuis et pertinenciis aliquid iuris vel clamii decetero exigere poterimus seu quoquomodo vindicare debemus. Scilicet ab omni actione aliquid petendi in predictis cum suis pertinenciis in d(o)m(ini)co seu in servicio per hoc presens scriptum imperpetuum sim(us) exclusi. In cuius rei testimonium huic presenti scripto sigillum meum est appensum. Dat' apud Acovre die veneris proxima ante festum sancti Barnabe apostoli anno regni regis Edwardus filius regis Edwardus incliti sexto.

- 23 King Henry III grants Hugh of Okeover free warren in his demesne lands of Okeover, Swinscoe and Sheen in Staffordshire and Atlow in Derbyshire. 20 June 1256

CARTULARY: OC fol. 6<sup>r</sup>(i).

*Cart(a) H regis Angl' de warennam fact(a) Hugone de Acovre.*

Henricus dei gracia rex Angl' dominus Hybern' dux Normann' Aquitann' et comes And' episcopis abbatibus prioribus comitibus baronibus justiciis forestariis vicecomitibus propositis ministris et omnibus ballivis et fidelibus suis salutem. Sciatis nos concessisse et hac carta nostra confirmasse dilicto et fideli nostro Hugoni de Acovre quod ipse et heredes sui imperpetuum habeant liberam warennam in omnibus dominicis terris suis de Acovre Swynesco Shene in comitatu Staffs et de Attelawe in comitatu Dereb' dumtamen terre ille non sint infra metas foreste nostre. Itaque nullus intret terras illas ad fugandum in eis vel ad aliquid capiendum quod ad warennam pertineat sine licencia et voluntate ipsius Hugonis vel heredum suorum super forisfacturam nostram decem librarum. Quare volumus et p(er)mit(tere) precipimus pro nobis et heredibus nostris quod predictus Hugo et heredes sui in perpetuum habeant liberam warennam in omnibus dominicis terris suis de Acovre Swinesco Schene in comitatu Staffs et de Attelowe in comitatu Derb' dumtamen terre ille non sint infra metas foreste nostre. Ita quod nullus intret terras illas ad fugandum in eis vel aliquid capiendum quod ad warennam pertineat sine licencia et voluntate ipsius Hugonis vel heredum suorum super forisfacturam nostram decem librarum sicut predictum est. Hiis testibus Johanne priore de Novo Burgo Symone capello elemosinario nostro Walkelino de Arderne Albrico de Fuscann' Willelmo de sancta Ermina Willelmo de Trublewill Bartholom' le Bigot Willelmo de Chabeneys Patricio de Cadurcus et aliis. Dat' per manum nostram apud Gildeford vicesimo die Iunii anno regni nostri quadragesimo.

- 24 A quit claim by Henry of Thorp in favour of Robert II son of Hugh II of Okeover and his heirs in respect of the land Henry held in Coldwall. 1269 × 1281

ORIGINAL: DRO D231M/T10. Small square parchment, folded one slit with strip, no seal remains, no indent.

CARTULARY: OC fol. 6<sup>v</sup>(i).

*Quiet' clamium Henrici de Thorp factum Roberto filio Hugonis de Acovre de terris et tenementis in Coldewall.*

Sciant presentes et futuri quod ego Henricus de Thorp concessi relaxavi et quiete clamavi Roberto filio Hugonis de Acovre et heredibus suis sive assignatis et heredibus eorundem totum jus et<sup>23</sup> clameum quod habui vel habere potero in omnibus terris et tenementis cum omnibus pertinenciis suis que tenui in villa et territorio de Caldewell que fuerunt aliquando Orm de Caldewell. Ita tamen quod nec ego Henricus nec heredes mei nec aliquis nomine nostro aliquod jus vel clamium in predictis terris et tenementis cum pertinenciis de cetero exigere poterimus vel vindicare. In cuius rei testimonium ego Henricus sigillum meum apposui isti carte. Hiis testibus Ricardo de Wednisleg Ricardo de Acovre Willelmo Meverel Roberto de Wodehous' Thomas de eadem Roberto de Clifton Johanne de Acovre Willelmo clerico et aliis.

25 Agreement between Hugh II son of Robert I of Okeover and Hugh of Coldwall whereby Hugh of Coldwall granted and quit claimed all the land he held at Coldwall in exchange for twenty-eight acres of land in the territory of Woodhouses. 1245 × 1246

ORIGINAL: DRO D231M/T3. Parchment, no indenture. Indications that this is cut from a larger piece because of marks at the top of the document suggesting writing above. Seal missing. Seal strip inserted through cuts through folded bottom.

CARTULARY: OC fol. 6<sup>v</sup>(ii).

PRINTED: 'WO', no.25, p.142.

*Convencio inter Hugonem filium Roberti de Acovre ex una et Hugo de Coldiwall <ex altera>.*

Hec est convencio facta inter Hugonem filium Roberti de Acovre ex una parte et Hugonem de Coldewall ex altera. Videlicet quod predictus Hugo de Coldewall concessit et quietum clamavit dicto Hugoni de Acovre totam terram quam tenuit in Coldewall cum pertinenciis pro escambia viginti et octo acrarum terre quas dictus Hugo de Acovre dedit Hugoni de Coldewall in territorio de Wodehouses salva vestura totius terre de Coldewall et maiori orto dicto Hugoni de Coldewall vel suis assignatis excepto prato. Anno regni regis Henrici filii Johannis t(ri)cesimo.<sup>24</sup> Et salva etiam vestura terre predicte de Wodehouses dicto Hugoni de Acovre eodem anno excepto prato. Ita scilicet quod dictus Hugo de Coldewall vel heredes sui nullum jus aut clamium in predicta terra de Coldewall cum pertinenciis habere vel exigere pot(eru)nt.<sup>25</sup> Nec idem Hugo de Acovre vel heredes sui nullum jus aut clamium in predicta terra cum pertinenciis de Wodehouses habere vel exigere

<sup>23</sup> Cartulary.

<sup>24</sup> Original.

<sup>25</sup> Original; cartulary *poterint*.

pot(eru)nt.<sup>26</sup> In huius rei testimonium huic scripto dictus Hugo de Coldewall sigillum suum apposuit. Hiis testibus.

- 26 Quit claim by Roger son of Richard of Thadinton and Isolde and Petronella daughters of William of Conniggston in favour of Robert II son of Hugh II of Okeover in respect of a toft and croft with buildings and two bovates of land at Okeover with three assarts. 1269 × 1281

CARTULARY: OC fol. 6<sup>v</sup>(iii).

*Quietum clamium Rogeri filii Ricardi de Thadinton et Isolde filie Willelmi de Conniggiston et alii factum Roberto filio Hugonis de Acovre de quodam tofto et crofto cum edificiis in Acovre.*

Omnibus Christi fidelibus hoc scriptum visuris vel audituris Rogerus filius Ricardi de Thadinton Ysold filia Willelmi de Conniggiston Johannes filius Ricardi et Petronilla filia Willelmi de Conneggston uxor eius manentes in Chelmerdon salutem in domino. Sciatis nos remississe et omnino quietum clamasse pro nobis et heredibus nostris et assignatis Roberto filio Hugonis de Acovre et heredibus suis et assignatis totum jus et clamium quod habuimus vel aliquo modo habere poterimus de jure hereditario descend(o) de quodam tofto et crofto cum edificiis suprastantibus et de duabus bovatis terre cum omnibus pertinentiis in villa et in territorio de Acovre et de tribus assartis in eodem ca(m)po<sup>27</sup> iacentibus de illis quidem bovatis quas Swanus capellanus de domino Hugone de Acovre quondam tenuit. Quorum quidem assartorum unum vocatur Schukeleg quod Ricardus filius Orm quondam tenuit. Aliud assartum iacentem a Pyncheneyclif et ultimum assartum quod vocatur Hennefalch. Ita quod nec nos nec heredes nostri vel assignati vel aliquis nomine nostro in dicto tofto et crofto cum edificiis suprastantibus et in dictis bovatis cum omnibus suis pertinentiis et similiter in predictis assartis prout supra dictum est aliquod jus vel clameum exigere vel vindicare decetero aliquo modo poterimus. In cuius rei testimonium huic quieti clamacioni sigilla nostra apposuimus. Hiis testibus Domino Galfrido de Deneby Jordano de Snitterton Radolpho de Monjoye Ricardo de Acovre Rogero de Wednesley Johanne de Beveresford Willelmo Meverel de Ilum et Thomas Hervy in Esseburn et aliis.

<sup>26</sup> Original.

<sup>27</sup> Text shows *capo* with a bar over the *ap*.

- 27 Charter of Bertram de Verdun granting all the land of Sheen to Hugh I of Okeover and his heirs excepting men of religion at a rent of 36s 8d every year, for a payment of one hundred shillings. 1180 × 1190

CARTULARY: OC fol. 7<sup>r</sup>(i).

PRINTED: 'WO', no.13, p.135-136, from OC.

*Carta Bertrami de Verdun facta Hugone de Acovre de terra de Schene.*

Bertram de Verdun omnibus hominibus suis et amicis tam presentibus quam futuris salutem. Sciatis me concessisse et hac presenti carta mea confirmasse Hugoni de Acovre et heredibus suis totam terram de Schene cum omnibus pertinentiis suis in bosco et plano in pratis et pascuis in viis et semitis in aquis et in moris et in communis et in omnibus locis et rebus ad eandem terram pertinentibus. Ad tenend' de me et de heredibus meis liberam solutam et quietam ab omni exactione et servicio mihi et heredibus meis pertinente. Reddendo inde annuatim mihi et heredibus meis triginta sex solidos et octo denarios pro omni servicio ad duos terminos scilicet decem octo solidos et quatuor denarios ad pascha floridum et decem octo solidos et quatuor denarios ad festum sancti Michelis. Concessi autem eidem Hugoni et heredibus suis hanc libertatem tali condicione quod nullos homines religionis neque averia hominum religiosorum recolligent in terra sua de Schene sine consensu meo vel heredum meorum. Retinu(i) vero michi et heredibus meis wartperry et peterspeny de predicta terra. Et quod idem Hugo et heredes sui venient ad efforciammentum curie mee sine c(aus)a ad meam rationabilem summonicionem vel senescalli mei. Idem autem Hugo dedit mihi pro hoc fine libertatis huius quam ei concessi et heredibus suis centum solidos et unum palefridum. Hiis testibus Thomas Abbate de Valle Sancti Marie de Crokesdena Adam de Aldetlega Roberto de Verdon Ernaldo senescallo meo Adam filio Adam de Alditleg Henrico de Prayers Rogero Bagot Willelmo Panton Willelmo de Ippistan Willelmo filio Radolphi Herberto fratre Willelmi de Ippistan Milone de Verdon Normanno Panton Galfrido de Acovre Henrico de Witon et multis aliis.

- 28 Nicholas de Verdun confirms the grant of Sheen to Hugh I of Okeover and his heirs for a rent of 36s. 8d. every year in accordance with the charter of his father Bertram de Verdun and acquits Hugh and his heirs of any scutage or scutage taxes. 1200 × 1220

CARTULARY: OC fol.7<sup>r</sup>(ii).

PRINTED: 'WO', no.15, p.137, from OC.

*Carta Nicholai de Verdun facta Hugone de Acovre de terra in Schene.*

Sciant omnes presentes et futuri quod ego Nicholaus de Verdun concessi et presenti carta mea confirmavi Hugoni de Acovre et heredibus suis totam terram de Schene cum omnibus pertinenciis. Habend' et tenend' de me et heredibus meis sibi et heredibus suis. Reddend' inde annuatim triginta sex solidos et octo denarios ad duos terminos scilicet ad pasch(a) floridu(m) .xviij.s. et .iiij.d. et ad festum sancti Michelis .xviij.s. et .iiij.d. pro omni servicio et exactione mihi vel heredibus meis pertinente. Et cum omnibus libertatibus et liberis consuetudinibus sicut carta domini patris mei Bertram le Verdun testatur. Et preterea ego Nicholaus de Verdun et heredes mei quiete clamavimus et adquietabimus predictum Hugonem de Acovre et heredes suos ab omnibus scutagiis et ab omni exactione scutagii predictae terre pertinentibus. Hiis testibus Willelmo Panton Radolpho filio Jordani Roberto de Campan Willelmo de Ippistan' Henrico de Denston Henrico de Witton Elya clerico Milone Verdun Willelmo de Warewic Thomas de Stanton et multis aliis.

29 Hugh II son of Robert I of Okeover grants to Robert Ruffo of Throueley and his heirs a bovate of land in Sheen for six pence every year and suit of court, and warrants Robert and his heirs against all men. 1241 × 1269

ORIGINAL: DRO D231M/T327 - Folded at the bottom. No cut for seal tag.

CARTULARY: OC fol. 7<sup>v</sup>(i).

PRINTED: 'WO', no.23, p.141, extracts only.

*Carta Hugonis de Acovre facta Roberto Ruffo de Throeleg de una bovata terre in Schene.*

Sciant presentes et futuri quod ego Hugo filius Roberti de Acovre concessi et hac presenti carta mea confirmavi Roberto Ruffo de Throeleg et heredibus suis pro homagio et servicio suo unam bovatom terre cum pertinenciis in territorio de villa de Chene illa scilicet quam Robertus de Thorp aliquando de me ad terminum tenuit et totam croftam integram ad eandem dictam bovatom terre pertinentem cum totali fossa et unam placeam terre me[e] de villa de Schene que vocatur Koufold. Tenend' et habend' de me et heredibus meis sibi et heredibus suis exceptis viris religiosis Burgensibus et Judeis in feodo et hereditate libere quiete bene et in pace solute et honorifice cum omnibus liberis communis et asyamentis in viis et semitis planis et aquis et in defensis infra villam et extra cum omnibus libertatibus ad tantam terram pertinentibus salvo bosco meo de villa de Chene. Reddendo inde annuatim mihi et heredibus meis sex denarios ad annunciacionem beate virginis pro omni servicio et consuetudine ad me et

heredes meos pertinentibus salvo forinceco servicio et salvo quod idem Robertus et heredes sui sequelam ter annuatim ad curiam meam de Chene facient. Et ad hoc faciend(um) idem Robertus et heredes sui rationabiles summoniciones h(ab)ebunt et salvo etiam quod predictus Robertus et heredes sui sequelam ad molendinum meum facient ubi moletur ad vicesimum granum. Ego vero et heredes mei predictam terram cum pertinentiis predicto Roberto et heredibus suis contra omnes homines imperpetuum warrantizabimus. Ut hec mea donacio concessio et carta confirmacio rata et stabilis imperpetuum permaneat in huius aute(m) rei testimonium presentem cartam sigilli mei munimine duxi roborandam. Hiis testibus Willelmo de Hyppstones Willelmo Meverel de Throeleg Henrico de Ylum Hugo de Beveresford Willelmo de Boterdon<sup>28</sup> Willelmo de Gouseword Roberto Puterel Henrico de Hyddelesdal<sup>29</sup> Gilberto de Longenore<sup>30</sup> Roberto clerico et aliis.

- 30 Hugh II of Okeover grants to Henry of Ilam for his life land in Ilam that used to be Henry Wodegrim's for a rent of four shillings annually.  
1241 × 1269

CARTULARY: OC fol. 7<sup>v</sup>(ii).

*Scriptum Hugonis de Acovre factum Henrico de Ilam de terra de Ilum que fuit Henrici Wodegrym.*

Omnibus presens scriptum visuris vel audituris Hugo de Acovre salutem. Noveritis me dimisisse et concessisse Henrico de Ilum totam terram cum pertinentiis in Ilum quam perq(ui)sivi de Henrico Wodegrym. Tenendam et habendam in tota vita ipsius Henrici. Reddendo inde annuatim mihi et heredibus meis quatuor solidos argenti ad festum sancti Martini. Et ego vero et heredes mei totam predictam terram cum pertinentiis predicto Henrico quamdiu vixerit contra omnes homines warrantizabimus. Ita quod ipsa terra cum pertinentiis statim post decessum ipsi Henrici mihi vel meis heredibus revertatur. In cuius rei testimonium huic cyrograffo sigilla nostra apposuimus. Hiis testibus Willelmo de Ippstones Willelmo Puterel Henrico de Casterne Th Meverel Hugone de Beveresford Roberto de Stansop Johanne clerico et aliis. Preterea predictus Henricus ipsam terram vel aliquam partem ipsius terre non dabit nec vendet aut assedebit nec aliquo alio modo alienabit sine assensu et bona voluntate mea.

<sup>28</sup> Original *Butterdun*.

<sup>29</sup> Original possibly *Myddelesdal*.

<sup>30</sup> Original.

- 31 Quit claim by Henry of Ilam in favour of Hugh II of Okeover relating to debts, charges and arrears owed by Hugh to him concerning land at Ilam. 24 July 1267

CARTULARY: OC fol. 8<sup>r</sup>(i).

PRINTED: 'WO', no.40, pp.148-149.

*Quietum clameum Henrici de Ilum factum Hugone de Acovre <de exactionibus et omnimoda arreragibus et debitis>.*

Anno regni regis Henrici filii regis Johannis quinquagesimo primo. Vicesimo quarto die Julii. Ego Henricus de Ilum pro me et heredibus meis et etiam executoribus meis penitus relaxavi et imperpetuum quietum clamavi Hugoni de Acovre et heredibus suis omnes exactiones debita et omnimoda arreragia que versus eum habui vel ab eo exigere potui de toto tempore transacto usque ad hunc diem. Ita videlicet quod nec ego nec heredes mei neque aliquis nomine nostro aliqua debita vel arreragia de toto tempore predicto versus predictum Hugonem vel heredes suos decetero exigere poterimus. Scilicet quod omnes convenciones contente in scripto inter me et predictum Hugonem de terra de Ilum confect(o) decetero fideliter observentur et teneantur. Pro hac aute(m) relaxacione et quieta clamacione dictus Hugo mihi pacavit duas marcas argenti. In cuius rei testimonio huic scripto sigillum meum apposui. Hiis testibus Radolpho de Monioye Rogero de Mapulton Roberto Fichet Roberto de Matherfeld Roberto de Wednisleg Thomas clerico et aliis.

- 32 Charter of John son of Henry of Ilam and Amicia granting to Hugh II of Okeover for a rent of two marks every year the land and mill in Ilam which they received by the grant of Henry of Ilam. 1241 × 1269

CARTULARY: OC fol. 8<sup>r</sup>(ii).

*Cartam Johan' filii Henrici de Ilum et Amicie uxoris eius factam Hugone de Akoure de terra Ilum et j molendino.*

Omnibus presentem cartam visuris vel audituris Johannes filius Henrici de Ilum et Amicia uxor sua salutem. Noveritis nos dedisse concessisse et hac presenti carta nostra confirmasse Hugoni de Acovre pro servicio suo totam terram cum pertinenciis in Ilum quam habuimus de dono Henrici de Ilum concessimus etiam eidem Hugoni molendinum nostrum de Ilum cum secta molta et omnibus aliis pertinenciis quod quidem molendinum habuimus de dono eiusdem Henrici. Tenend' et habend' de nobis et heredibus nostris sibi et heredibus suis in feodo

et hereditate [[sibi et heredibus suis in feodo et hereditate]]<sup>31</sup> adeo libere et quiete sicuti predictus Henricus inde nos feofavit. Reddendo inde nobis per annum duas marcas argenti ad duos anni terminos scilicet unam marcam ad festum sancti Michelis et unam marcam ad Pasch' pro omnibus salvo forinseco. Et nos vero et heredes nostri omnia predicta cum pertinenciis predicto Hugoni et heredibus suis contra omnes homines inperpetuum warrentizabimus. In cuius rei testimonium huic carte sigilla nostra apposuimus. Hiis testibus Willelmo de Ippestanes Willelmo Puterel Henrico de Casterne Roberto de Stansop Roberto Wodegrim Thoma de Schepole Johanne clerico et aliis.

- 33 Henry of Ilam grants to Hugh II of Okeover that if Hugh survives John the son of Henry and Amicia the daughter of Hugh, Amicia dying without issue, Hugh will have for his life the land and mill at Ilam that Henry has granted to John and Amicia. 1241 × 1269

CARTULARY: OC fol. 8<sup>r</sup>(iii).

*Quod convencio(nem) et quietam clamacio(nem) Henrici de Ilam factam Hugone de Acovre de terra in Ilum et de j molendino.*

Sciant presentes et futuri quod ego Henricus de Ilum concessi Hugoni de Acovre quod si idem Hugo supervixerit Joh(ann)[i] fili[o] meo [sic] et Amicie fili(e) eiusdem Hugonis. Ita quod iidem [sic] Johannes et Amicia obierint sine herede ex ipsa Amicia procreato predictus Hugo habebit totam terram cum molendino et cum omnibus pertinenciis in Ilum quam dedi eisdem Johanni et Amicie pro homagio et servicio eorum. Tenend' eidem Hugoni libere quiete toto tempore quo idem Hugo vixerit pro eodem servicio quod predicti Johannes et Amicia inde facere solent. Concessi etiam eidem Hugoni quod ego nec dabo neque vendam neque aliquo modo alienabo terram meam in Ilum neque aliquam partem ipsius terre cum pertinenciis sine assensu et voluntate predicti Hugonis et Johannis et si fecero statim volo quod iidem Hugo et Johannes intrent et seysient predictam terram et seysinam cuiuslicet inpediant sine omni contradictione vel reclamacione mei vel meorum. Scilicet si vite(m) habuero ipsam terram terram vel partem vendere predicti Hugo et Johannes ipsam terram pro<sup>32</sup> omnibus aliis habebunt sal(va)m rationabile for'.<sup>33</sup> In cuius rei testimonium huic scripto sigillum meum apposui. Hiis testibus Ricardo de Herthul Ricardo de Draycote Nigello de Longeford Willelmo de Chetilton Willelmo de Ippestanes Willelmo de Acovre Roberto fratre eius Thoma Huy Johanne clerico et aliis.

<sup>31</sup> Repeated in the text.

<sup>32</sup> Uncertain.

<sup>33</sup> Possibly *for(is)factura*.

- 34 Grant of Richard son of Roger of Ilam to Hugh II of Okeover confirming that he Richard cannot sell the two plots of land in Ilam which he holds for a term of eighteen years from Henry of Ilam. 11 November 1257

CARTULARY: OC fol. 8<sup>v</sup>(i).

*Concessio Ricardi filii Rogeri de Ilum facta Hugone de Acovre.*

Anno regni regis Henrici filii Johannis quadragesimo secundo. In festo sancti Martini ego Ricardus filius Rogeri de Ilum concessi Hugoni de Acovre quod expletis ottodecim annis proximo sequentibus ego vel heredes mei aut aliquis nomine nostro aliquod ius vel clamium in duabus placiiis quinque acras et dimidiam terre cum pertinenciis in Ilum quas habui ad id terminum de Henrico de Ilum unde habeo confirmationem Hugon(is) de Acovre nullo modo postea vendicare poterimus. Scilicet quod predicta terra cum pertinenciis statim expleto predicto termino predicto Hugoni vel suis assignatis revertatur. In cuius rei testimonium huic scripto sigillum meum apposui. Hiis testibus Henrico vicario ecclesie de Ilum Adam de Ilum Roberto de Wednesley Roberto Fichet Johanne clerico et aliis.

- 35 Grant and quit claim by William son of Robert of Castern in favour of Robert I of Okeover concerning the homage and service of Adam son of Thurgis of Ilam concerning four bovates in Ilam which he had granted in exchange for three bovates in Wedinton. 1220 × 1235

CARTULARY: OC fol. 8<sup>v</sup>(ii).

*Cart' et quiet' cl' Will' fil' Roberti de Casterne fact' Roberto de Acovre de homagio Adame fil' Thurgis de Ilum.*

Sciant omnes presentes et futuri quod ego Willelmus filius Roberti de Casterne dedi concessi et quietum clamavi et hac presenti carta mea confirmavi Roberto de Acovre et heredibus suis homagium Ade filii Thurgis de Ilum et heredum suorum cum toto servicio quod dictus Adam vel heredes sui mihi facere debuerunt de quatuor bovatis terre in villa de Ilum quas ego dedi predicto Adame pro homagio et servicio suo in excambium pro tribus bovatis terre in villa de Wedinton. Scilicet quatuor solidos et quatuor denarios ad festum sancti Martini. Ita quod ego nec heredes mei de predicto homagio vel servicio necque imperpetuum exigere poterimus. Omni pro hac donacione et quietam clamacionem dedit mihi predictus Robertus duas marcas argenti. Ut autem hec mea donacio et quietam clamacio rata et stabilis imperpetuum permaneat presentem cartam sigilli mei munimine roboravi. Hiis testibus Johanne capellano de Acovre Rogero de Wednisleg Roberto filio suo

Henrico de Alsop Henrico de Mapulton Rogero de Wodehous Willelmo de Lee et aliis.

- 36 Quit claim by Richard son of Margerie of Thorp and William Marshall of Ashbourne in favour of Hugh II of Okeover in respect of half a bovate of land in Ilam. Sunday 19 August 1256

CARTULARY: OC fol. 9<sup>r</sup>(i).

*Quiet' clam' Ricardi filii Margerie de Thorp et Willelmi Marrescall factam Hugone de Acovre de una dimidia bovata terre in Ilum.*

Omnibus presens scriptum visuris vel audituris Ricardus filius Margerie de Thorp et Willelm(us) Marrescall de Esseburn salutem. Noveritis nos penitus relaxasse et imperpetuum quietum clamasse de nobis et heredibus nostris Hugoni de Acovre et heredibus suis unam dimidiam bovatom terre cum pertinenciis in Ilum. Un(de) idem Hugo nos implacitavit in comitatu Stafford per l(ite)re(m) de r(ac)io(ne).<sup>34</sup> Ita videlicet quod nec nos nec heredes nostri necque aliquis nomine nostro aliquod ius clamium seu demandam in predicta terra cum pertinenciis aliquo iure seu aliquo alio modo decetero exigere poterimus. Sed ut predictus Hugo et heredes eius vel eorum assignati et eorum heredes habeant et teneant imperpetuum in feodo et hereditate libere et quiete totam predictam terram cum p(er)tin(enciis) sine omnimoda reclamacione nostri vel nostrorum. In cuius rei testimonium huic scripto sigilla nostra apposuimus. Hiis testibus Willelmo de Ippestan' Roberto de Wednisleg Thomas Meverel Rogero de Mapulton Willelmo de Acovre Rogero H(er)vy Johanne clerico et aliis. Dat' apud Acovre die dominica proxima post festum assu(m)pce(o)nis beate Marie Anno regni regis Henrici filii regis Johannis quadagesimo.

- 37 Brother Nicholas rector of the church in Ashbourne grants Hugh I of Okeover and his heirs a toft in Ashbourne for a pound of incense every year on the altar of the church. 1180 × 1220

CARTULARY: OC fol. 9<sup>r</sup>(ii).

*Carta Nicholai rectoris ecclesie de Asheburne facta Hugone de Acovre de una tofta in Assheburne.*

Omnibus sancte matris ecclesie filiis Nicholaus rector ecclesie de Esseburn salutem. Sciant tam presentes quam futuri me dedisse concessisse et presenti carta mea confirmasse Hugoni de Acovre et heredibus suis unam toftam in Esseburn

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<sup>34</sup> Uncertain.

illam quam Petrus Albus herbergavit ex vasto medietatem videlicet tofte qu(am) Galfridus Vinctarius tenuit. Tenend' de curia de Esseburn iure hereditario libere et quiete et solute ab omni servicio et consuetudine et seculari exactione. Reddendo annuatim altare prefate ecclesie unam libram incensi in festum sancto Oswaldi et mihi vel p(arson)e duodecim denarios sex in festo sancti Johannis baptisti et sex in festo sancti Martini. Communionem vero tam in aquis quam in viis et pascuis qu(am) ecclesia et sui liberi homines habent in eadem villa et extra eidem Hugoni et heredibus suis concessi. Pro hac e(ade)m donacione et confirmacione prenomiatus Hugo dedit mihi unam dimidiam marcam argenti ad ingressum et homagium suum fecit mihi et ecclesie. Hiis testibus Henrico et Willelmo tunc capellanis de Esseburn Hugone tunc capellano de Acovre Rogero de Wednisl Ricardo de Bentleye Willelmo de Clifton Roberto filio Toly Johanne filio Ketel Willelmo filio Harald Galfrido filio Willelmi Roberto de Seggessal Adam de Esseburn Henrico de Mattelak magistro Stephano et multis aliis.

38      Quit claim by John of Lea and Idoma his wife in favour of Hugh II of Okeover in respect of a toft in Ashbourne which they had held of Hugh. 1241 × 1253

CARTULARY: OC fol. 9<sup>r</sup>(iii).

PRINTED: 'WO', no.41, p.150.

*Quiet' cl' Johannis de Lea et Idome uxoris sue fact' Hugone de Acovre de uno tofto in Esseburn.*

Sciant presentes et futuri quod ego Johannes de Lea et Idoma uxor mea penitus relaxavimus et imperpetuum quietum clamavimus Hugoni de Acovre et heredibus suis vel assignatis et eorum heredibus totum jus et clamium quod habuimus vel habere potuimus in uno tofto cum pertinenciis quod tenuimus aliqu(ando) de eodem Hugone in villa de Esseburn. Illud toftum scilicet quod est inter toftum quod fuit aliquando Ricardi Pyry et toftum quod fuit aliquando Ricardi de Folour. Ita videlicet quod nec nos nec heredes nostri aliquod jus vel clamium in predicto tofto cum pertinenciis decetero exigere poterimus. Pro ista relaxacione et quietam clamacione predictus Hugo duas marcas argenti nos premanibus pacavit. Et ut ista relaxacio et quietam clamacio firma et stabilis permaneat huic scripto sigilla nostra apposuimus. Hiis testibus domino Roberto de Esseburn Roberto de Weddenisley Johanne de Oftecote Roberto de Thorp Henrico de Alsopp Thomas de Esseburn Henrico de Mapulton Rogero del Wodehous Willelmo Pouel Johanne clerico et aliis.

- 39 Peter son of Robert of Withul resigns and quit claims a bovate of land at Sheen to his lord Robert I of Okeover for which Robert paid twelve marks. 1220 × 1235

ORIGINAL: DRO D231M/T329.

CARTULARY: OC fol. 9<sup>v</sup>(i).

PRINTED: 'WO', no.57, p.155.

*Donatio ac quiet' cl' Petri filii Roberti de Withul facta Roberto de Ocovre de una bovata terre in Schene.*

Sciunt presentes et futuri quod ego Petrus filius Roberti de Withul concessi et quietum clamavi et hac presenti carta mea confirmavi et in manu domini mei Roberti de Acovre resignavi unam bovatom terre in villa de Schene cum omnibus pertinenciis suis illam scilicet quam de eo tenui quietam de me et heredibus meis sibi et heredibus suis imperpetuum. Ita quod ego nec heredes mei aliquod jus vel clamium in predicta bovata cum pertinenciis decetero exigere poterimus. O(m)ni autem pro hac concessione et quiet(a) clamacione et confirmacione et resignatione dedit mihi dictus dominus meus Robertus de Acovre duodecim marcas argenti ad ingressum. Et in huius rei testimonium huic presenti scripto sigillum meum apposui. Hiis testibus Henrico de Deneston Ricardo de Draycot Henrico de Ilum Willelmo de Yppestanes Willelm[o] Meverel Johanne de Beveresford Roberto de Casterne Adam de Russ(e)t Rogero de Wodehous et aliis.

- 40 William of Ley grants Robert I of Okeover all his lands at Sheen for which Robert paid a hundred shillings. 1220 × 1235

ORIGINAL: DRO D231M/T328. - Folded with seal tag inserted through slit and surviving seal.

CARTULARY: OC fol. 9<sup>v</sup>(ii).

PRINTED: 'WO', no.44, p.151, abbreviated.

*Quiet' cl' \et carta/ Will' de Leya facta Roberto de Acovre de tota terra sua in Schene.*

Sciunt omnes presentes et futuri quod ego Willelmus de Leya concessi et quietum clamavi Roberto de Acovre et heredibus suis totam meam terram de Schene quam de eo tenui cum omnibus pertinenciis suis in pratis in terris et in omnibus locis infra villa de Schene et extra liberam et quietam de me et heredibus meis illi et heredibus suis imperpetuum pro centum<sup>35</sup> solidis quos mihi pacavit. Ut autem

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<sup>35</sup> Original shows *cetu* with bar over *u*, so no *n*.

hec mea concessio et quieta clamacio et confirmacio rata et stabilis permaneat imperpetuum huic presenti scripto sigillum meum apposui. Hiis testibus domino Roberto de Esseburn tunc Seneschall Rogero de Wednisl(eg)<sup>36</sup> Roberto filio suo Henrico de Alsop Roberto de Thorp Henrico de Mapulton Henrico de Ilum et aliis.

- 41 Agreement of William son of Deyn of Hencot with Hugh II of Okeover to allow Hugh to make and repair his park and requiring that William should not sell or assign his bovate in the vill of Sheen without the agreement of Hugh or his heirs. 1241 × 1269

CARTULARY: OC fol. 9<sup>v</sup>(iii).

*Script' Will fil Deyn de Hehncoto fact' Hugone de Acovre.*

Universis Christi fidelibus hoc presens scriptum visuris vel audituris Willelmus filius Deyn de Hehncot salutem in domino. Noveritis me concessisse et per hoc scriptum confirmasse pro me et heredibus meis vel assignatis et eorum heredibus imperpetuum domino Hugoni de Acovre et heredibus suis vel assignatis et eorum heredibus quod ipsi possint facere et reperare parcos et vivaria quacumque et quibuscumque locis voluerint infra feodum de Schene sine calumpnia vel impedimento vel contradictione vel sine aliquo iure vel clamio libertatis mei vel heredum meorum vel assignatorum. Ita scilicet quod nec ego nec heredes mei vel assignati nullum ius vel clamium nec libertatem aliquam in predictis parcis et vivariis seu communie numquam decetero exigere nec vindicare poterimus. Preterea concessi pro me et heredibus meis vel assignatis predicto domino Hugoni et heredibus suis vel assignatis quod illa [*sic*] bovata terre cum pertinenciis qu(am) Willelmus de Threweleg quondam tenuit []<sup>37</sup> in villa de Schene de qua predictus Hugo me feoffavit numquam dare vendere assignare seu aliquo modo alienare nullate(nus) poterimus aliquibus sine \licentia et/ consensu predictorum domini Hugonis et heredum suorum. Eciam scilicet si predictus Hugo vel heredes sui mihi et heredibus meis tantum pro illa bovata terre nobis dare voluerint quantum alii pro ea nobis optulerint. Et si ego vel heredes mei predictam bovatom terre cum pertinenciis aliquibus sine licencia predictorum domini Hugonis vel heredum suorum aliquo modo alienemus bene licebit eidem Hugoni et heredibus suis illam bovatom terre cum pertinenciis intrare et tenere in feodo et hereditate. Ita scilicet quod ipse pro ea et heredes sui nobis respondeant de tanto quantum alii pro ea nobis dare debe(a)nt. Et ut hec mea concessio et presentis scripti confirmacio firma et stabilis imperpetuum permaneant huic scripto sigillum meum apposui. Hiis testibus Hugone de Beuerford Willelmo Poutrel Willelmo de Ipestanis Willelmo

<sup>36</sup> Original.

<sup>37</sup> Text repeats *tenuit*.

de Goutheswoth Johanne filio eius de Narebedal Henrico de Hethcote Ricardo de Parcis et aliis.

- 42 Quit claim given by Alice widow of Robert Wythul in favour of Robert I of Okeover in respect of her dower of a bovate of land in Sheen for which Robert paid her four marks. 1220 × 1235

CARTULARY: OC fol. 10<sup>f</sup>(i).

*Quiet' clam' Alicie relicte Roberti de Wythul fact' Roberto de Acovre de dota sua.*

Sciunt presentes et futuri quod ego Alicia relicta Roberti de Wythul concessi et quietum clamavi et hac presenti carta mea confirmavi totam dotem meam unius bovate terre in villa de Schene q(ue) fuit dicti Roberti domini mei de Withul domino Roberto de Acovre et heredibus suis quietam de me omnibus diebus vite mee. Ita quod ego nullam partem dotis terre illius in tota vita mea exigere potero. Omni pro hac concessione et quietam clamacione dedit mihi dictus Robertus de Acovre quatuor marcos argenti. Et in huius rei testimonium presentem cartam sigilli inpressione roboravi. Hiis testibus Henrico de Deneston Ricardo de Draycot Henrico de Ilum Willelmo de Ippestanes Willelmo Meverel Roberto de Casturn Adam de Rustan Rogero de Wodehous et aliis.

- 43 Agreement between the abbot of Rocester and Hugh I of Okeover concerning a gift he made to the church of Rocester of the land of Adela Keshul in Swinscoe. 1180 × 1220

CARTULARY: OC fol. 10<sup>f</sup>(ii).

*Hec est convencio facta inter Abbatem et conventum Rocester' et Hugonem de Acovre.*

Hec est conventio facta inter Abbatem et conventum Roucestri et Hugonem de Acovre. Scilicet si Radulphus de Blore vel heredes sui predictum Hugonem vel heredes suos causa n(ec) de dono quod fecit ecclesie beate Marie de Roucestro et canonicis ibidem deo servientibus de terra de Adela Keshul quod Abbas iam dicti loci et conventus predictum Hugonem et heredes suos cum consilio et auxilio illorum versus Radulfum de Blore et heredes suos amissione defendent.

- 44 Quit claim by Mabilia daughter of Ralph Arblaster in favour of Hugh I of Okeover in respect of two bovates of land in Swinscoe granted to her by Hugh. 1180 × 1220

CARTULARY: OC fol. 10<sup>f</sup>(iii).

*Swynesco Quiet' clam' Mabilie filia Radolphi Arblastar fact' Hugone de Acovre.*

Omnibus ad quos presens scriptum pervenerit Mabilia filia Radolphi Arblastar de Ellesmere salutem in domino. Noveritis me relaxasse et omnino quietum clamasse pro me et heredibus meis Hugoni de Acovre et heredibus suis vel suis assignatis totum jus et clamium meum quod habui vel aliquo modo habere potui in duabus bovatis terre quas quidem dictus Hugo mihi dedit pro homagio et servicio meo in villa et territorio de Swyniscou. Ita videlicet quod nec ego nec heredes mei nec aliquis nomine meo aliquod jus vel clamium decetero in predictis duabus bovatis terre cum pertinenciis exigere vel aliquo modo vendicare poterimus. In cuius rei testimonium presens scriptum sigilli mei munimine roboravi. Hiis testibus Thomas Meverel de Thruereg Roberto filio Henrici de Mapulton Thomas Meverel de Mapulton Hugone Her' Thomas Hervy Johanne de Esseburn clerico et multis aliis

45      Quit claim by which William Mossell places two bovates of land in Swinscoe into the hands of his lord Hugh II son of Robert of Okeover.  
1241 × 1269

ORIGINAL: DRO D231M/T35.

CARTULARY: OC fol. 10<sup>v</sup>(i).

PRINTED: 'WO', no.26, p.142.

*Cart' Will' Mossel et quietum cl' fact' Hugone de Acovre filio Roberti.*

Sciant omnes presentes et futuri quod ego Willelmus Mossel concessi et quietas clamavi et in manu domini mei Hugonis de Acovre filii Roberti de Acovre resignavi duas bovatas terre in Swynescocum cum omnibus pertinenciis suis in villa et extra. Illas scilicet quas de eo tenui. De me et heredibus meis sibi et heredibus suis ita quod ego nec heredes mei aliquod jus vel clamium in predictis duabus bovatis terre cum pertinenciis decetero exigere poterimus. Ut autem hec mea concessio quietas clamacio et resignatio dicto Hugoni de Acovre et heredibus suis de me et heredibus meis rata et stabilis imperpetuum permaneat huic presenti scripto sigillum meum apposui. Hiis testibus domino Willelmo de Aldetl' Roberto de Thorp tunc senescallo Willelmo Meverel Willelmo de Ipestan' Rogero de Wodehous Willelmo de Leya Henrico de Ilum Roberto de Casturne Henrico Wodegrim et aliis.

- 46 Roger of Woodhouses grants to Hugh II of Okeover that he may make fields and assart in Swinscoe saving Roger's common of pasture. 1241 × 1269

ORIGINAL: DRO D231M/T39.

CARTULARY: OC fol. 10<sup>v</sup>(ii).

PRINTED: 'WO', no.42, pp.150-151.

*Cart' Rogeri de la Wodehouses fact' Hugoni [sic] de Acovre de wasto et bosco.*

Sciant presentes et futuri quod ego Rogerus de Wodehouses concessi pro me et heredibus meis Hugoni de Acovre militi et heredibus suis sive assignatis et eorum heredibus quod ipsi [sic] possint imperpetuum de wasto suo et bosco suo ubique<sup>38</sup> in feudo de Swyneschouh commodum suum quocumque modo voluerint facere et ad culturam reducere et assartare salva mihi et heredibus meis communa pasture ad terram quam tenui in Swyneschouh pertinente post blada asportata et fena levata in feudo de Swyneschouh. In cuius rei testimonium presenti scripto sigillum meum apposui. Hiis testibus Willelmo Meverel Willelmo le Mareschal Henrico de Ilum Nicholao de eadem Willelmo de Hult(on) et aliis.

- 47 Quit claim by which Richard of Swinscoe and his wife Cecilia grant that Hugh II of Okeover may improve land from the waste and woods in Swinscoe with specified exceptions. 1241 × 1269.

CARTULARY: OC fol. 10<sup>v</sup>(iii).

*Quiet' cl' Ricard' de Swynescou et Cecilie uxoris sue factam Hug' de Acovre quod possit se approuiare.*

Omnibus ad quos presens scriptum pervenerit Ricardus de Swynescou et Cecilia uxor sua salutem in domino. Noveritis nos concessisse pro nobis et heredibus nostris domino Hugoni de Acovre et heredibus suis quod po(s)sunt se approuiare quoquo modo voluerint de omnibus wastis terris suis in Swyniscou et etiam quod possunt i(n)claudere boscum de Swiniscou ad commodum et voluntatem suam. Salva nobis et heredibus nostris sufficient(e) pastur(a) ad terram nostram pertinent(e) extra predictum boscum quando claus(um) fuerit. Et etiam salvo nobis et heredibus nostris rationabil(e) exitu et introitu ad tenementum nostrum et salvis nobis quatuor plaustu(ris) ad clausturam annuatim in bosco de Swynescou et etiam salvo nobis herbagi(o) in predicto bosco du(m)m(od)o dictum est declausum et etiam salva nobis et heredibus nostris rationabile parte qua pertin(er)e voluit

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<sup>38</sup> Original.

duabus bovatis terre nostre de antiquis terris friscis que antiquo tempore colite fuerunt et frussat(a) si dictus Hugo et heredes sui dictam terram friscam colerit de predictis frisc(is). In cuius rei testimonium presenti scripto sigilla nostra apposuimus. Testibus domino Willelmo de Cheltilton Willelmo de Ippestan Thomas Meverel de Troweleg Willelmo Putrel Henrico de la Forde et aliis.

48 Quit claim by Henry of Bec in favour of Hugh II of Okeover in respect of the homage and service of Richard of Swinscoe and of his men of Huttlesdale. 5 April 1254

ORIGINAL: DRO D231M/T34.

CARTULARY: OC fol. 11<sup>r</sup>(i).

*Quiet' cl' Henrici de Becco facto Hugone de Acovre de homagio et servicio Ricardo de Swynescou.*

Omnibus presens scriptum visuris vel audituris Henricus de Becc' salutem. Noveritis me penitus relaxasse et imperpetuum quietum clamasse de me et heredibus meis Hugoni de Acovre et heredibus suis vel assignatis homagium et servicium Ricardi de Swineschou et heredum suorum que<sup>39</sup> idem Ricardus mihi facere consuevit pro duabus bovatis terre quas de me tenuit in Swinescow et homagia et servicia omnium hominum meorum de Huthlesdale et heredum suorum et etiam omnimoda commoda que ratione predicte terre et predictorum homagiorum et serviciorum accidere possint<sup>40</sup> sine aliquo retenemento. Ita videlicet quod nec ego nec heredes mei neque aliquis nomine nostro aliquod jus vel clamium seu demandam in predictis terris homagiis et serviciis aut in aliquo commodo ex eis p(er)veniente<sup>41</sup> decetero exigere poterimus. In cuius rei testimonium huic scripto sigillum meum apposui. Hiis testibus Ricardo de Draycote Willelmo Meverel Roberto de Becc Willelmo Marescall' de Stanton Matheo de Kniveton Johanne clerico et aliis. Dat die palmarum anno regni regis Henrici filii Johannis tresimo octano.

49 Quit claim by Robert II of Okeover in favour of Thomas of the Woodhouses in respect of six pence annual rent for his tenement in Swinscoe. 1269 × 1281

ORIGINAL: DRO D231M/T45.

CARTULARY: OC fol. 11<sup>r</sup>(ii).

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<sup>39</sup> Original.

<sup>40</sup> Original. Cartulary *possunt*.

<sup>41</sup> Original.

PRINTED: 'WO', no.56, p.155.

*Convencio inter Robertum de Acovre ex una parte et Th de la Wodehouses ex altera.*

Hec est convencio facta inter Robertum de Acovre ex parte una et Thomas de Wodehous' ex altera videlicet quod dictus Robertus relaxavit et quietum clamavit dicto Thomas et heredibus suis sex denarios annui redditus quod dictus Robertus exigebat de dicto Thomas pro quod(am) tenemento in Swinescove Ita scilicet quod dictus Robertus nec heredes sui nec aliquis per eos nec nomine eorum aliquod jus vel clamium in predictis sex denariis annui redditus poterit vel poterint clamare aut vindicare vel exigere quousque dictus Robertus vel heredes sui tenementum de Swynescho quod Abbas et conventus Roucestri tenent in eadem de dono Hugonis patris dicti Roberti impetraverint Et si contingat ipsum vel heredes suos dictum tenementum impetr(ari) ex tunc dictus Thomas et heredes sui dicto Roberto et heredibus suis predictos sex denarios annuatim reddere tenen(tur) prout dictus Thomas Hugoni de Ocovre patri predicti Roberti reddere consuevit. In cuius rei testimonium utroque suo scripto sigillum suum apposuit. Hiis testibus Willelmo Coyne Roberto de Wodehous' Rogero Her' de eadem Johanne le Hyne la dame Rogero de Bromsulfe clerico et aliis.

50      Hawisia of Okeover grants to Hugh II of Okeover that if Cecilia wife of William Morsel outlives her husband and claims dower on two bovates of land that Hawisia holds from Hugh in Swinscoe there will be no warranty from Hugh through Hawisia. 1241 × 1269

ORIGINAL: DRO D231M/T37.

CARTULARY: OC fol. 11<sup>r</sup>(iii).

PRINTED: 'WO', no.28, p.143.

*Scriptum Hawisie de Acovre factum Hugone de Acovre.*

Sciunt omnes presentes et futuri quod ego Hauwisia de Acovre concessi et presenti scripto confirmavi domino meo Hugoni de Acovre et heredibus suis pro me et heredibus meis sive assignatis quod si conting(er)it quod Cecilia uxor Willelmi Morsel dictum virum suum s(upe)rvixerit et tertiam partem illarum bovatarum terre quas de Hugone de Acovre teneo in villa de Swinescou nomine dotis exigerit ego et heredes mei sive assignati dicte Cecilie plenam dotem vel cum ea pacem faciemus s(i)n(e) aliqua warantizacione a dicto Hugone de Acovre vel heredibus suis per me vel heredes meos sive assignatos de illa tertia parte exigenda. In cuius rei testimonium huic scripto sigillum meum apposui. Hiis testibus domino

Willelmo de Aldithl(eg) Roberto de Thorp tunc senescallo Willelmo Meverel  
Willelmo de Ippestan Henrico de Ylum Rogero de Wodehous Willelmo de Leya  
Roberto de Casterne Henrico Wodegrim et aliis.

- 51 Quit claim by Hawisia of Thorpe in her independent widowhood in  
favour of Hugh II of Okeover in respect of two bovates of land in  
Swinscoe that she held there previously for homage and service. 1241  
× 1269

ORIGINAL: DRO D231M/T40. Rather faded, slit for seal tag.

CARTULARY: OC fol. 11<sup>v</sup>(i).

PRINTED: 'WO', no.32, p.145.

*Quiet' clam' Hauwisie de Thorp fact' Hug' de Acovre de duabus bovatis terre in  
Swyneschou.*

Sciunt presentes et futuri quod ego Hauwysia de Thorp in ligia viduitate mea  
relaxavit et omnino quietum clamavi pro me et heredibus meis imperpetuum  
domino Hugoni de Acovre et heredibus suis vel assignatis duas bovatas terre  
cum pertinenciis in villa de Swynesco. Illas scilicet quas ego de ipso Hugone  
tenui prius in eadem villa pro homagio et servicio. Ita scilicet quod nec ego nec  
heredes mei nec aliquis nomine meo nullum jus nec clamium in predictis bovatis  
terre cum pertinenciis numquam decetero exigere nec vindicare poterimus. Et  
ut hec relaxacio et quieta clamacio mea rata et stabilis imperpetuum permaneant  
presenti scripto sigillum meum apposui. Hiis testibus Roberto de Wednesleg  
Thom Meverel Roberto Fichet Hugone de la Coldewall Henrico de Ilum Ricardo  
de Parcis et aliis.

- 52 Quit claim by Nicholas of Willeby and Margery his wife in favour of  
Hugh II of Okeover in respect of the homage and service of Roger  
of Woodhouses for one bovate of land in Swinscoe and Ivo son of  
Richard of Bradbourne for one bovate of land in Swinscoe. 1241 ×  
1269

CARTULARY: OC fol. 11<sup>v</sup>(ii).

*Quietum clamium Nicholai de Wilheby et Margerie uxoris eius factum Hugone de  
Okover de homagio et servicio Rogeri del Wodehouses.*

Sciunt presentes et futuri quod nos Nicholaus de Wilheby et Margeria uxor  
mea concessimus relaxavimus et quietum clamavimus pro nobis et heredibus  
nostris Hugoni de Acovre militi et heredibus suis sive assignatis et eorum

hered(ibus) totum jus et clamium quod habuimus vel habere potuimus in homagio et servicio Rogeri de Wodehouses et hered(um) suorum de una bovata terre cum pertinenciis quam idem Rogerus de nobis tenuit in Swynescow et homagium et servicium Iuonis filii Ricardi de Bredbur(n) et heredum suorum de una bovata terre cum pertinenciis quam idem Ivo de nobis tenuit in eadem villa cum omnibus libertatibus liberis communis asyamentis exchaetis et omnimodis commoditatibus que nobis ratione dictorum homagiorum et serviciorum accidere poterunt sine aliquo retenemento Ita quod nos nec heredes nostri aliquod jus vel clamium in predictis homagiis et serviciis cum pertinenciis decetero exigere vel vindicare poterimus In cuius rei testimonium presenti scripto sigilla nostra duximus apponenda Hiis testibus Willelmo le Mareschal de Stanton Willelmo Meverel Ricardo de la Forde Thomas Meverel Willelmo de Hulton clerico et aliis.

53      Quit claim by Robert Fichet of Mapleton in favour of Robert II son of Hugh of Okeover in respect of common of pasture in Okeover for six oxen or cows. 1269 × 1281

CARTULARY: OC fol. 11<sup>v</sup>(iii).

*Quiet' cl' Roberti Sichet [sic] de Mapilton fact' Roberto filio Hugonis de Acovre de co(mmun)a pasture a feodo de Acovre.*

Sciant presentes et futuri quod ego Robertus Fichet de Mapulton concessi relaxavi et omnino pro me et heredibus meis imperpetuum quiete clamavi Roberto filio Hugonis de Acovre et heredibus suis vel assignatis suis et eorum hered(ibus) totum ius et clamium meum quod habui vel unquam habere poterō in communa pasture de feodo de Acovre per totum et in omnibus locis videlicet ad sex averia boves vel vacc(as) Ita scilicet quod ego nec heredes mei necque aliquis nomine nostro aliquod iuris vel clamei in predicta communa pasture ad tanta averia predicta numquam decetero exigere vindicare nec aliquo modo habere poterimus In cuius rei testimonium huic presenti quieti clamacioni mee sigillum meum apposui. Hiis testibus Domino Willelmo Wyther Roberto de Wednesleg Rogero filio suo Henrico de Casterne Ricardo de Acovre Willelmo Coyne Ricardo de P(re)z et aliis.

54      Roger son of Adam of Norton confirms to Robert I of Okeover that he will not give sell or commit his land in Sheen to anyone. 1220 × 1235

CARTULARY: OC fol. 12<sup>r</sup>(i).

*Cart' Rog' fil' Ade de Norton.*

Sciant presentes et futuri quod ego Rogerus filius Ade de Norton concessi et hac presenti carta confirmavi domino meo Roberto de Acovre et heredibus suis quod

ego terram meam in villa de Schene quam de eo teneo nulli dabo nec vendam nec aliquo modo de manu mea committam nec n(ec)rriet<sup>42</sup> ipso et heredibus meis vel dicto domino meo Roberto de Acovre vel heredibus suis pro tali p(re)cio quod alii mihi dare voluerint si illam vendere volueri(m) Concessi aut quod heredes mei post me teneant totam dictam convencionem dicto domino meo Roberto de Acovre et heredibus suis In huius rei testimonium presentem cartem sigilli mei munimine roboravi Hiis testibus Henrico de Deneston Ricardo de Draycot Henrico de Ilum Willelmo de Ipestanis Willelmo Meverel Johanne de Beueresford Roberto de Casterne Adami de Russet Rogero de Wodehous et aliis.

- 55 Royal writ of mort d'ancestor in favour of Robert II of Okeover in respect of twenty acres of land, three acres of meadow, twenty acres of wood and £6 6s. 7d. of rent against the Abbot of Rocester in Swinscoe.  
27 April 1279

CARTULARY: OC fol. 12<sup>r</sup>(ii).

*Brevem de Swinescou.*

Edwardus dei gracia Rex Angl' dominus Hiberni et dux Acquitanni dilectis et fidelibus suis Radolpho de Hengham et Rogero de Burghill salutem. Sciatis quod constituimus vos justicios nostros una cum hiis quos vobis assoc' ad assisam mortis antecessoris capiend(am) quidem Robertus de Okovre arram(avit) coram vobis per brevem nostrum versus Abbatem de Rosse de viginti acris terre tribus acris p(ra)ti viginti acras bosci et sex lib(ra)tis sex solidatis et septem denariis redditus cum pertinenciis in Swynseschou. Et ideo vobis mandam(us) quod ad certos diem et locum quos ad hoc p(ro)inderitis<sup>43</sup> assisam illam capiatis f(or)sf(ac)turi inde quod ad justic(ium) pertinet sid(ictu)m<sup>44</sup> legem et consuetudinem regni nostri et salvis nobis amerciamentis inde provenientibus mandavimus enim vici comiti nostro Stafford quod ad certos diem et locum quos ei scire fac' assisam illam coram vobis venire fac'. In cuius rei testimonium has literas nostras fieri fecimus patentes Teste me ipso apud Westminster xxvij<sup>o</sup> die April Anno regni nostri septimo.

- 56 Unknown grants John son of Thomas of Woodhouses a lease for his life of two acres of the waste of Woodhouses. Date late thirteenth century

CARTULARY: OC fol. 12<sup>r</sup>(iii).

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<sup>42</sup> Uncertain.

<sup>43</sup> Uncertain.

<sup>44</sup> Uncertain.

Johannes filius Thomas de le Wodehouse cepit de domino ij acras et j roda terre de wasto de le Wodehouse per cartam non dentat(am) tenendi' [*sic*] ad terminum vite dicti Johannis Reddendo per annum .xv. denarios et post mortem dicti Johannis tota dicta terra dicto domino seu heredibus suis revertatur.

- 57 William Prior of Tutbury grants to Orm of Okeover and his heirs a carucate belonging to the manor of Mayfield completely and peacefully just as in the days of his predecessors and of Henry de Ferrers for a rent of eight shillings each year, customary services and services accompanying the prior to his meetings in Derbyshire and Staffordshire, and elsewhere at the expense of the Prior. Orm is to contribute to payments the Prior makes for the release of the lord of Tutbury if captured, for the marriage of his eldest daughter, for improving his land and recovering the friendship of the king if it is lost. 1125 × 1138

CARTULARY: OC fol. 12<sup>v</sup>(i).

PRINTED: 'WO', no.3, p.128.

*Eco est la chartre quarecce et samiz[?] scal[?] de la mence de Acovre*

Willelmus Prior Tutt' et omnes monachi eiusdem loci concesserunt Ormo de Acovre et heredibus suis unam quadracatam terre que attinet ad manerium de Malefeld solutam et quietam sicut tenuit in diebus Henrici de Ferr(aris) et Engnulphi filii eius et Roberti de Ferraris et in diebus Herberti et Rad(ulph)i et Willelmi priorum per octo solidos redditos per annum ad festum sancti Martini et singulis annis debet invenire tres quadricas ad arandas semel et una die ad Machelfeld et hoc erit in libitu prioris vel in yeme vel in quadragesima et in Augusto sexdecim homines una die ad metend' segetes sine victu et si prior eum submonu(er)it de negociis suis in Staffordshira vel in Derbyschira ibit nisi prior summonitus fuerit ab aliis dominis suis. Et si Prior eum mittere voluerit vel ducere eum extra nominatas provincias ipse et homines et equi sui ibunt cum procuracione Prioris. Et si dominus Tutesburie captus fuerit et Prior ad eum redimendum invenerit tantum dabit Orm de sua quadricata quantum ut una alia de feodo ecclesie simili modo ad maritandam primogenitam filiam domini et ad emendam terram et ad recuperandam amicitiam regis si amiserit. Et si aliquis vicin(us) calumpniaverit terram dictam Orm vel eius h(e)res disrationabit terram manutencione Prior(is). Et si non poterit Prior ei non restaurabit nec servitium suum amittat. Et si Prior vel aliquis ex eius hominibus calumpniaverit eum quatinus curiam habeat plusquam debet sit inde ius in curia Prioris disicuti tenebat in tempore predicto. Et pro hac

pactione confirmandi dedit ipse Orm viginti solidos Priori et monachis. Et hec pact(i)o fit concessu Roberti de Ferraris et ipso teste et etiam filio suo et Hugone de Ferraris et Philipo et Hugone filio Saswalon et Henrico sacerdote et [Pagano]<sup>45</sup> sacerdote et Henrico filio Saswalon et Phulcone fratre eius et Radolpho fratre eius et Willelmo filio Henrici et Roberto de Livet et Roberto filio Walkelini et Roberto del Bec et Radolpho filio Willelmi et Waltero de Semerville et Engelu' filio Rogeri et Roberto de Trusell et Jordano filio Phulconis et Ricardo filio Willelmi filii Roberti de Ansel et Roberto de Cambrige et Osberno eiusdem ville et Rogero et Hugone et Pagano nepote Prioris et Fulco Coco et Gilberto de Foston et Radolpho filio Erw' et Orm accipitricem et Solmer de Northb(urie) cum multis aliis.

- 58 Henry the son of Geoffrey of Parwich grants to Robert I of Okeover and his heirs the homage and service of Robert son of Henry of Parwich of eight pence annually for the homage and service of Robert and two pence annually. 1220 × 1235

CARTULARY: OC fol. 13<sup>r</sup>(i).

*Cart Henr' fil' Galfr' de Peuerwich fact' Roberto de Acovre \de/ homag' Roberti fil Henr'.*

Sciant omnes presentes et futuri quod ego Henricus filius Galfridi de Peuerwich dedi et concessi et hac presenti carta mea confirmavi Roberto de Acovre et heredibus suis pro homagio et servicio suo homagium \Roberti filii/ Henrici de Peuerwich cum toto servicio quod mihi reddere consuevit s(cilicet) cu(m) servicio .viij. denari(or)um). Tenend' et habend' de me et heredibus meis sibi et heredibus suis pro duobus denariis annuatim m(ihi) et heredibus meis solvend' scilicet ad festum sancte Mar(ie) in marcis unum denarium et ad festum sancti Mi(chaelis) unum denarium pro omnibus. Ut au(t) hec mea donacio et concessio rata et stabil(is) permaneat imperpetuum huic presenti scripto sigillum meum apposui. Hiis testibus Thomas de Ednesou' Jordano de Snitterton Rogero de Wednesley Roberto de Thorp Henrico de Alsop Willelmo de Leya Rogero de Wodehous et aliis.

- 59 Geoffrey son of Ralph of Parwich grants Robert I of Okeover an eighth part of a bovate of land and the moiety of a toft in Parwich for a rent of one penny for which Robert paid him three marks. 1220 × 1235

CARTULARY: OC fol. 13<sup>r</sup>(ii).

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<sup>45</sup> WO but the word is in the gutter and difficult to decipher.

*Cart' Galf' fil Ranulphi de Peuerwich fact' Roberto de Acovre de octaua parte unius bovate terre.*

Sciant presentes et futuri quod ego Galfridus filius Ranulphi de Peuerwich dedi et concessi et hac presenti carta mea confirmavi Roberto de Acovre et heredibus suis sive assignatis et eorum heredibus pro homagio et servicio suo octauam partem unius bovate terre in villa de Peuerwich cum omnibus pertinenciis suis illam scilicet quam Robertus filius Ede tenuit et medietatem illius tofte quam idem Robertus tenuit in villa de Peuerwich. Illam scilicet medietatem que est propinquor aquilon(i). Tenend' et habend' de me et heredibus meis sibi et heredibus suis sive assignatis et eorum heredibus in feodo et hereditate libere et quiete cum omnibus libertatibus et liberis communis et asyamentis ad tantam terram pertinentibus. Solvendo inde annuatim mihi et heredibus meis unum denarium ad festum sancti Michaelis pro omnibus ad me vel ad heredes meos pertinentibus. Salvo forinceco servicio. Ego vero et heredes mei predictam terram cum omnibus pertinenciis suis prefato Roberto de Acovre et heredibus suis sive assignatis et eorum heredibus contra omnes imperpetuum warantizabimus. Pro hac autem donacione et concessione predictus Robertus de Acovre dedit mihi tres marcos ad ingressum. Ut aut hec mea donacio et concessio rata et stabilis permaneat presentem cartam sigilli mei munimine roboravi. Hiis testibus Rogero de Wednesleg Roberto filio Hugonis Roberto de Thorp Henrico de Alsop Rogero de Unsundon Willelmo de Leya Rogero de Wodehous et aliis.

60 Henry son of Geoffrey of Parwich grants Robert I of Okeover a croft for his homage and service and a rent of one penny annually for which Robert paid him half a mark to enter. Parwich 1220 × 1235

ORIGINAL: DRO D231M/T369. Folded with cut for seal tag but no tag. Probably a cyrograph but cut back.

CARTULARY: OC fol. 13<sup>r</sup>(iii).

*Cart' Henr' fil' Galf' de Peuerwich fact' Roberto de Acovre de crofto super le Halleclufe.*

Sciant presentes et futuri quod ego Henricus filius Galfridi de Peuerwich dedi et concessi et hac presenti carta mea confirmavi Roberto de Acovre et heredibus suis sive assignatis pro homagio et servicio suo totum croftum meum super le Halleclif in quo fons est inter aut hostium meum proximum toftum Rogeri filii Joce cum omnibus pertinenciis suis. Tenend' et habend' de me et heredibus meis sibi et heredibus suis sive assignatis in feodo et hereditate libere et quiete cum omnibus libertatibus et liberis communis ad eandem terram pertinentibus.

Solvendo inde annuatim mihi et heredibus meis unum denarium ad festum sancti Jacobi apostoli pro omnibus. Ego vero et heredes mei predictum toftum cum pertinenciis predicto Roberto de Acovre et heredibus suis sive assignatis contra omnes imperpetuum warrantizabimus. Pro hac autem donacione et concessione prefatus Robertus de Acovre dedit mihi dimidiam marcam argenti ad ingressum. Ut autem hac mea donacio et concessio rata et stabilis permaneat presentem cartam sigilli mei munimine roboravi. Hiis testibus Roberto de Esseburn Jordano de Snitterton Rogero de Wednesley Henrico de Alsop Roberto de Thorp Roberto de Wednesley Willelmo de Leya et aliis.

- 61 Ralph son of Peter son of Haylward of Parwich grants Robert I of Okeover quarter of a bovate of land in Parwich for a rent of two pence annually for which Robert paid him four marks. 1220 × 1235

ORIGINAL: DRO D231M/T368. Folded with cut and seal tag and seal.

CARTULARY: OC fol. 13<sup>v</sup>(i).

*Cart' Rad' fil' Petri fil' Hailward de Peuerwich fact' Roberto de Acovre de quarta parte unius bovate terre in Peuerwich.*

Sciant presentes et futuri quod ego Radulphus filius Petri filii Haylward de Peuerewich dedi et concessi et hac presenti carta mea confirmavi Roberto de Acovre et heredibus suis pro homagio et servicio suo quartam partem unius bovate terre in villa de Peuerewich cum omnibus pertinenciis suis. Illam scilicet quam predictus Petrus p(ate)r me(us) tenuit de Henrico filio Rogeri de Peuerewich. Tenend' et habend' de me et heredibus meis sibi et heredibus suis in feodo et hereditate libere et quiete cum omnibus libertatibus et liberis communis et asyamentis predicte terre pertinentibus. Solvendo inde annuatim mihi et heredibus meis .ij. denarios ad festum sancti Jacobi apostoli pro omnibus salvo forinceco servicio. Ego vero et heredes mei predictam terram cum pertinenciis suis predicto Roberto de Acovre et heredibus suis contra omnes imperpetuum warrantizabimus. Omni pro hac donacione et concessione predictus Robertus de Acovre dedit mihi quatuor marcas ad ingressum. Ut autem hec mea donacio et concessio rata et stabilis permaneat huic presenti scripto sigillum meum apposui. Hiis testibus Roberto de Esseburn Jordano de Snitterton Rogero de Wednesley Henrico de Alsop Roberto de Thorp Henrico de Ilum Willelmo de Leya et aliis.

- 62 William son of Roger of Parwich grants Robert I of Okeover quarter of a bovate of land in Parwich for an annual rent of four shillings for which Robert paid him two and a half marks. 1220 × 1235

CARTULARY: OC fol. 13<sup>v</sup>(ii).

*Cart' Will' fil' de Rogeri de Peuerwich fact' Roberto de Acovre de quarta parte unius bovate terre in Peuerwich.*

Sciunt presentes et futuri quod ego Willelmus filius Rogeri de Peuerwich dedi et concessi et hac presenti carta mea confirmavi Roberto de Acovre et heredibus suis pro homagio et servicio suo quartam partem unius bovate terre in villa de Peuerwich cum omnibus pertinenciis suis. Illam scilicet quam Gamellus Rufus tenuit de Henrico filio Rogeri de Peuerwich. Tenend' et habend' de me et heredibus meis sibi et heredibus suis in feodo et hereditate libere et quiete cum omnibus libertatibus et liberis communis et asyamentis predicte terre pertinentibus. Solvendo inde annuatim mihi et heredibus meis quatuor solidos argenti ad festum sancti Jacobi apostoli pro omnibus mihi et heredibus meis pertinentibus salvo forinceco servicio. Ego vero et heredes mei predictam terram cum pertinenciis suis predicto Roberto de Acovre et heredibus suis contra omnes imperpetuum warrantizabimus. Omni pro hac donacione et concessione Robertus de Acovre dedit mihi duas marcas et dimidiam argenti ad ingressum. Et ut hec mea donacio et concessio rata et stabilis imperpetuum permaneat huic presenti scripto sigillum meum apposui. Hiis testibus Roberto de Esseburn tunc seneschallo Jordano de Snitterton Rogero de Wednesley Henrico de Alsop Roberto de Thorp Henrico de Mapulton Willelmus de Leya et aliis.

63 Henry son of Roger of Parwich grants Robert I of Okeover the quarter bovate of land in Parwich subject to the grant by his brother William son of Roger of Parwich. 1220 × 1235

CARTULARY: OC fol. 14<sup>r</sup>(i).

*Cart' Henr' fil' Rogeri de Peuerwich fact' Roberto de Acovre de quarta parte unius bovate terre.*

Sciunt omnes presentes et futuri quod ego Henricus filius Rogeri de Peurrewich concessi et hac presenti carta mea confirmavi Roberto de Acovre et heredibus suis quartam partem unius bovate terre cum omnibus pertinenciis suis in villa de Peuerwich illam scilicet quam Willelmus filius Rogeri fratris mei dedit predicto Roberto de Acovre et heredibus suis pro homagio et servicio suo. Tenend' et habend' imperpetuum sicut carta quam habet de predicto Willelmo filio Rogeri testatur. Si vero Willelmus filius Rogeri predictam terram cum pertinenciis dicto Roberto de Acovre et heredibus suis warrantizare non poterit. Ego et heredes mei predictam terram cum pertinenciis dicto Roberto de Acovre et heredibus suis contra omnes homines imperpetuum warrantizabimus. Et ut hec mea concessio et confirmacio rata et stabilis imperpetuum permaneat huic presenti carta sigillum meum apposui. Hiis testibus Roberto de Esseburn tunc seneschallo Jordano de

Snitterton Rogero de Wednesley Henrico de Alsop Henrico de Mapulton Willelmo de Leya et aliis.

- 64 Agnes widow of Ralph of Parwich grants to Hugh II son of Robert of Okeover the third part of a quarter part of a bovate in Parwich which is her dower for which Hugh pays her eighteen shillings. 1241 × 1253

CARTULARY: OC fol. 14<sup>r</sup>(ii).

*Quiet' clam' Agneti relict' Radi de Peuerwich fact' Roberto [sic] de Acovre.*

Sciant presentes et futuri quod ego Agnes relicta Rad(olph)i de Peuerwich concessi et quietum clamavi de me et heredibus meis Hugoni filio Roberti de Acovre et heredibus suis totum jus et clamium quod habui vel habere potui in tercia parte quarte partis unius bovate in Peuerwich illam scilicet que mihi accidit nomine dotis de Rad(olph)o quondam viro meo. Tenend' et habend' dicto Hugoni et heredibus suis imperpetuum. Ita scilicet quod nec ego vel aliquis nomine meo aliquod jus vel clamium in predicta tercia parte quarte partis dicte bovate terre decetero habere vel de iure exigere poterō. Pro hac autem concessione et quieta clamacione dictus Hugo dedit mihi octodecim solidos argenti. In huius rei testimonium huic sigillum meum apposui. Hiis testibus Roberto de Esseburn Willelmo de Audele Roberto de Wednisley Henrico de Alsop Roberto de Thorp Henrico de Ylum et aliis.

- 65 Charter of Henry son of Roger of Parwich with Robert I of Okeover by which the homage and service that Robert son of Henry son of Levenad in Parwich owes to Roger is sold to Robert of Okeover. 1220 × 1235

CARTULARY: OC fol. 14<sup>r</sup>(iii).

*Cart' Henr' fil' Rogeri de Peurerwich fact' Roberto de Okovre de homagio Roberti fil' Henr' fil' Leuenad [Hokinaston, later writing]*

Sciant omnes presentes et futuri quod ego Henricus filius Rogeri de Peuerwich vendidi et quietum clamavi et hac presenti carta mea confirmavi Roberto de Acovre et heredibus suis de me et heredibus meis homagium Roberti filii Henrici filii Levenad de Peurrwich et heredum suorum de tota terra quam de me tenuit vel tenere debuit in villa de Peuerwich et extra et in villa de Hokenaston et extra cum omni servicio quod mihi vel heredibus meis facere debuit. Scilicet quinque denarios annuatim solvendo dicto Roberto de Acovre et heredibus suis ad festum sancti Jacobi apostoli. Ita quod nec ego nec heredes mei homagium nec aliquod servicium de predicto Roberto filio Henrici filii Levenad nec de heredibus suis nec de predicto tenemento suo imperpetuum exigere poterimus. Ego vero

et heredes mei dictum homagium cum dicto servicio prenominato Roberto de Acovre et heredibus suis contra omnes imperpetuum warrantizabimus. Pro hac autem vendicione et quieta clamacione et confirmacione predictus Robertus de Acovre dedit mihi unam marcam argenti ad ingressum. Et ut hec mea donacio et quieta clamacio et confirmacio rata et stabilis permaneat presentem cartam sigilli mei munimine roboravi. Hiis testibus Roberto de Esseburn tunc seneschallo Jordano de Snitterton Rogero de Wednesley Henrico de Alsop Roberto de Thorp Henrico de Mapulton Willelmo de Leya et aliis.

66 Geoffrey de Bether grants all his land of Alsop that he holds from William the Vavasour to Hugh II of Okeover for his homage and the service of a pair of white gloves annually. 1241 × 1269

CARTULARY: OC fol. 14<sup>v</sup>(i).

*Alsop. Carta.*

Sciant presentes et futuri quod ego Galfridus de Bether dedi concessi et hac presenti carta me confirmavi Hugoni de Acovre pro homagio et servicio suo omnes terras et tenementa quas tenui aliquo modo de Willelmo le Vavasour in villa et territorio de Alsop cum omnibus redditibus homagiis wardis eschaetis et releviis libe(rorum) tenenciu(m) et cum omnibus villenagiis et villanis cum suis catall(is) et sequel(is) et cum omnibus aliis rebus que mihi aliquo iure accidere possent vel me contingere de predictis omnibus sine aliquo retenemento. Tenend' et habend' predicto Hugoni et heredibus suis sive assignatis et eorum heredibus de me et heredibus meis in feudo et hereditate imperpetuum libere quiete pacifice integre et solute cum omnibus libertatibus liberis communis asyamentis et omnimodis commoditatibus ad omnia predicta terras et tenementa et alia pertinences infra villam et extra. Reddendo inde annuatim mihi et heredibus meis unum par albarum cyrotecarum die nativitatis beati Johannis baptisti pro omni servicio secta curie et demanda ad me vel ad heredes meos pertinentibus. Alia vero servicia ad predictam terram et tenementa pertinencia facient predictus Hugo et heredes sui vel assignati capitalibus dominis feudorum. Ego vero Galfridus et heredes mei omnia predicta terras et tenementa cum homagiis redditibus wardis eschaetis releviis libe(rorum) tenenciu(m) et etiam omnibus villenagiis et villanis cum catallis et sequelis suis et cum omnibus rebus serviciis et omnibus pertinentiis que mihi vel heredibus meis de predictis terris et tenementis poterint aliquo modo accidere vel nos contingere predicto Hugoni et heredibus suis sive assignatis et eorum heredum contra omnes gentes imperpetuum warrantizabimus et defendemus per servicium supradictum. In cuius rei rob(orem) et testimonium ego Galfridus sigillum meum apposui. Hiis testibus Willelmo de la Launde Ricardo de Herthul Galfrido Martel Ricardo de Caldelowe Willelmo de Hulton clerico et aliis.

- 67 William of Grendon grants Hugh II of Okeover a piece of land called Flaxhomes in the fee of Snelston in fee and inheritance for the render of a rose annually. 1241 × 1269

CARTULARY: OC fol. 15<sup>r</sup>(i).

*Carta de Flaxholmes. Also a marginal note Grendon.*

Sciant presentes et futuri quod ego Willelmus de Grendon dedi concessi et hac presenti carta mea confirmavi Hugoni de Acovre pro homagio et servicio suo unam placeam terre que vocatur le Flaxholmes in feodo de Snelliston cum omnibus pertinenciis suis quequidem mihi hereditarie descendabat per Andream patrem meum. Habendam et tenendam de me et heredibus meis predicto Hugoni et heredibus suis vel suis assignatis et eorum heredibus seu cuicumque vel quibuscumque et quocumque dare legare vendere vel assignare voluerit in feodo et hereditate libere quiete pacifice integre solute plenarie sine aliquo retenemento cum omnibus libertatibus liberis communis et asyamentis ad predictam terram pertinentibus infra villam de Snelliston et extra. Ita videlicet quod dictus Hugo et heredes sui vel sui assignati et eorum heredes possint facere de predicta terra cum omnibus pertinenciis suis totum commodum suum et in omnibus omnem voluntatem suam sine aliqua contradictione mei vel meorum. Reddendo inde annuatim mihi et heredibus meis unum florem rose ad festum nativitatis beati Johannis baptisti pro omnibus serviciis secularibus demandis et exactionibus ad me vel heredes meos pertinentibus. Ego vero et et heredes mei totam predictam terram cum omnibus pertinenciis suis ut predictum est predicto Hugoni et heredibus suis vel suis assignatis et eorum heredibus seu quibuscumque vel cuicumque dare legare vendere vel assignare voluerit contra omnes homines imperpetuum warantizabimus adquietabimus et defendemus. Ut aut hec mea donatio concessio et huius carte mee confirmacio rata et stabilis et inconcussa imperpetuum permaneat presenti carte sigillum meum apposui. Hiis testibus Willelmo fitz Herberti Ricardo de Herthul Roberto de Perres militibus Henrico de Esseburn Stephano de Irton Matheo de Kniveton Johanne de Esseburn clerico et aliis.

- 68 William son of Andrew of Grendon grants Hugh II of Okeover for his homage and service the twelve acres in Snelston of the dower of Hawisia formerly the wife of lord Andrew his father for a rent of twelve pence annually. 1241 × 1269

CARTULARY: OC fol. 15<sup>r</sup>(ii).

*Carta de la heze.*

Sciant presentes et futuri quod ego Willelmus filius Andrei de Grendon concessi dedi et hac mea presenti carta confirmavi domino Hugoni de Acovre pro homagio et servicio suo duodecim acras terre cum pertinenciis suis in Snelliston de dote domine Hauwysie quondam uxor domini Andrei predicti patris mei scilicet in quadam placea qua vocatur le Heeth. Habendam et tenendam sibi et heredibus suis vel eorum assignatis de me et heredibus meis libere quiete et hereditarie cum omnibus communis libertatibus et aisyamentis infra villam et extra. Reddendo inde annuatim mihi et heredibus meis sex denarios tantum post obitum domine Hauwisie predicte ad festum sancti Martini pro omnibus consuetudinibus et rebus universis ad predictam terram pertinentibus. Et ego predictus Willelmus et heredes mei vel mei assignati predictam terram cum omnibus pertinenciis suis domino Hugoni predicto et heredibus suis vel eorum assignatis contra omnes gentes warantizabimus defendemus et acquietabimus imperpetuum. In cuius rei testimonium huic scripto sigillum meum apposui. Hiis testibus domino Willelmo filii Herberti Matheo de Kniveton Stephano de Irton Thome Hervi Rogero de Wardinton Willelmo de Tokeby Roberto apud Grena et aliis.

- 69 William of Grendon grants Hugh II of Okeover two bovates of land with toft and buildings in fee and inheritance that Richard of Burgulim formerly held in Snelston for a rent of twelve pence annually. 1241 × 1269

CARTULARY: OC fol. 15<sup>v</sup>(i).

*Carta Ricard' Burgolo Snelliston.*

Sciant omnes presentes et futuri quod ego Willelmus de Grendon dedi concessi et hac presenti carta mea confirmavi Hugoni de Acovre pro homagio et servicio suo duas bovatas terre in Snelliston cum tofto et edificiiis superstantibus et gardino quod iacet proximo iuxta toftum quod Willelmus de Landa tenuit de Albe de la Wale. Illas scilicet bovatas terre quas Ricardus de Burgulim aliquando tenuit in eadem villa. Habend' et tenend' de me et heredibus meis predicto Hugoni et heredibus suis vel suis assignatis in feodo et hereditate libere et quiete bene et in pace integre et solute cum omnibus libertatibus liberis communis et asyamentis ad predictam terram pertinentibus. Reddendo inde annuatim mihi et heredibus meis duodecim denarios argenti videlicet ad festum sancti Martini sex denarios et ad festum nativitatis sancti Johannis baptisti sex denarios pro omnibus serviciis consuetudinibus sectis et demandis ad me vel heredes meos pertinentibus salvo forinceco servicio. Ego vero et heredes mei totam predictam terram cum omnibus pertinenciis suis ut predictum est predicto Hugoni et heredibus suis vel suis assignatis contra omnes homines imperpetuum warantizabimus adquietabimus et defendemus. Ut autem hec mea donatio concessio et huius carte mee confirmacio

rata et stabilis imperpetuum permaneat presenti carte mee sigillum meum apposui. Hiis testibus domino Willelmo filio Herberti de Northbury Matheo de Knyveton Henrico de Esseburn Thomas de Mapulton Roberto de Wednisleg Willelmo de Acovre filio Rogeri et aliis.

70 William son of Andrew of Grendon grants Hugh II of Okeover in fee and inheritance a field called Holteflat in his demense in Snelston and an acre of land called Alleynes acre for a pair of white gloves annually. 1241 × 1269

CARTULARY: OC fol. 15<sup>v</sup>(ii).

*Carta de le holteflat.*

Omnibus hominibus presens scriptum visuris vel audituris Willelmus filius Andrei de Grendon salutem in domino. Noveritis me concessisse et dedisse et hac presenti carta mea confirmasse domino Hugoni de Acovre et heredibus suis vel eorum assignatis unam culturam terre de dominico meo in Snelliston que vocatur Holteflat jacentem int(er) terram domini Willelmi de la Launde ex una parte et terram de bovatis que homines mei de me tenent in eadem villa ex altera parte et unam acram terre in eadem villa que vocatur Aleynesacre et abuttat super viam qua ducit versus Kosynton et aliud capud super culturam de l'holt et unam placeam terre in eadem villa que se extendit a marlera ad Fleylelowe et extendit ad culturam de l'holt cum marlera predicta. Habend' et tenend' predictas terras sibi et heredibus suis vel eorum assignatis pro homagio et servicio suo de me et heredibus meis libere quiete in feudo et hereditate cum omnibus pertinentiis suis in bosco in plano in pratis pascuis et pasturis et cum omnibus aliis pertinentiis suis infra villam predictam et extra ad predictas terras pertinentibus. Reddendo inde annuatim mihi et heredibus meis unum par albarum cerotecarum ad pascha [*sic*] pro omnibus serviciis consuetudinibus et demandis et secta curie salvo forinceco servicio. Et ego et heredes mei predictam terram cum omnibus pertinentiis suis predicto Hugoni et heredibus suis vel suis assignatis et eorum heredibus warrantizabimus defendemus et contra omnes gentes de omnibus serviciis consuetudinibus et demandis imperpetuum acquietabimus. In cuius rei testimonium huic presenti scripto sigillum meum apposui. Hiis testibus domino Willelmo filio Herberti domino Ricardo de Herhhel Stephano de Irton Haumundo de Saperton Matheo de Cnyveton Henrico de Esseburn Thomas de Mapelton Thomas Hereui Rogero de Wardinton et aliis.

- 71 William son of Andrew of Grendon grants to Hugh II of Okeover land in Snelston in fee and inheritance. 1241 × 1269

CARTULARY: OC fol. 16<sup>r</sup>(i).

*Carta de terra in Thifiel forloniz que extendit ad o'tilad .j. fab.*

Sciant presentes et futuri quod ego Willelmus filius Andrei de Grendon dedi concessi et hac presenti carta mea confirmavi Hugoni de Acovre pro homagio et servicio suo totam terram illam sicut fossatum se extendit cum fossato eodem et aliis pertinenciis suo in feodo de Snelliston quam Andr' pater meus tenuit aliquando ibidem scilicet totam illam terram sicut fossatum predictum se extendit infra et extra pertinentem ad fossatum extra usu[?]so croftorum meorum que s(un)t [*sic*] de dominico meo inter viam que extendit se a domo mea versus Northbury. Scilicet totam illam predictam terram inter predictum fossatum et crofta[m] que Willelmus de Montegomerie tenuit ad terminum de Andre patre meo aliquando. Tenend' et habend' predicto Hugoni et heredibus suis sive assignatis et eorum heredibus de me et heredibus meis in feodo et hereditate libere quiete integre pacifice et solute cum omnibus libertatibus liberis communis asyamentis et omnibus commoditatibus ad omnia predicta tenementa pertinentibus infra villam et extra super terram et subtus terram. Reddendo inde annuatim mihi et heredibus meis unum pomum ad festum nativitatis beate Marie virginis pro omnibus secularibus exactionibus et demandis. Ego vero Willelmus et heredes mei predicto Hugoni et heredibus suis sive assignatis et eorum heredibus totam predictam terram cum pertinenciis sicut predictum est contra omnes gentes imperpetuum warantizabimus defendemus et adquietabimus pro servicio supradicto. In cuius rei testimonium ego Willelmus sigillum meum apposui huic carte. Hiis testibus Willelmo de la Launde Willelmo filio Herberti de Northbury Ricardo de Herthul Henrico de Esseburn Thoma Hervy Willelmo de Acovre Willelmo de Hulton clerico et aliis.

- 72 William son of Andrew of Grendon grants Hugh II of Okeover two acres of land on Daleside in Snelston in fee and inheritance for a rose annually. 1241 × 1269

CARTULARY: OC fol. 16<sup>r</sup>(ii).

*Carta de .ii. acras super depe daleside.*

Sciant presentes et futuri quod ego Willelmus filius Andrei de Grendon dedi concessi et hac presenti carta mea confirmavi Hugoni de Acovre pro homagio et servicio duas acras terre cum pertinenciis in feodo de Snelliston que jacent proximo iuxta terram que fuit aliquando filii Engonulfi de Snelliston propinquiores

scilicet descendentes a terra que fuit ipsius Hugonis usque depedale et que jacent super depedaleside. Tenend' et habend' predicto Hugoni et heredibus suis sive assignatis et eorum heredibus de me et heredibus meis in feudo et hereditate libere quiete et solute cum omnibus libertatibus liberis communis asyamentis et omnibus commoditatibus ad dictam terram pertinentibus. Reddendo inde annuatim mihi et heredibus meis unam rosam ad festum nativitatis beati Johannis baptisti pro omnibus salvo forinceco servicio pertinente. Ego vero Willelmus et heredes mei predicto Hugoni et heredibus suis sive assignatis et eorum heredibus predictam terram cum pertinenciis contra omnes gentes imperpetuum warantizabimus pro servicio supradicto. In cuius rei testimonium ego Willelmus sigillum meum apposui huic carte. Hiis testibus Henrico de Esseburn Stephano de Irton Willelmo de Acovre Roberto de la Grene Adam de Hildulinston Roberto Fichet Willelmo de Hulton et aliis.

- 73 William of Grendon grants Adam Forester and his wife Margery and son William two acres of land in Snelston by hereditary right for six pence annually. Approximately 1250 × 1280 depending on life of William of Grendon

CARTULARY: OC fol. 16<sup>v</sup>(i).

*Carta ad forestar Snelston.*

Sciant presentes et futuri quod ego Willelmus de Grendon dedi concessi et hac presenti carta mea confirmavi Ade Forestario de Snelliston Margerie uxori sue et Willelmo filio suo pro homagio et servicio suo duas acras terre cum pertinenciis in territorio de Snelliston iacentes simul in Tumburhulhaln inter Tumburhuldich ex una parte et boscum de wasto ex altera parte etiam extendent se in longitudine ab assarto Matilde de Thorp versus le Muribronc secundum longitudinem de Tumburhul. Tenend' et habend' de me et heredibus meis et assignatis meis predictis Ade Margerie et Willelmo filio suo et eorum heredibus et assignatis imperpetuum iure hereditario libere quiete solute et integre bene et in pace cum omnibus libertatibus liberis communis asyamentis iuribus et commoditatibus videlicet ad predictam terram pertinentibus. Reddendo inde annuatim mihi et heredibus meis et assignatis meis sex denarios argenti ad duos anni terminos videlicet tres denarios ad annunciacionem beate Marie et tres denarios ad festum sancti Michelis pro omnibus salvo forinceco servicio tanto tenemento pertinente. Ego vero Willelmus de Grendon predictus et heredes mei et assignati mei totam predictam terram cum omnibus suis pertinenciis sicut predictum est predictis Ade Margerie et Willelmo filio suo et eorum heredibus vel assignatis et eorum heredibus contra omnes gentes imperpetuum per predictum servicium warantizabimus acquietabimus et defendemus. In cuius rei testimonium

huic carte sigillum meum apposui. Hiis testibus J Saule Roberto de Walur Henrico de Thorp Ricardo filio Ricardi Bronnimo J Terry W del hul J le cu clerico et aliis.

- 74 William son of Andrew of Grendon grants Hugh II of Okeover four acres of land in Snelston in fee and inheritance for a pair of spurs or three pence annually. 1241 × 1269

CARTULARY: OC fol. fol. 17<sup>r</sup>(i).

*Carta W fil Andr \de/ Grendon facta Hug' de Acovre de quatuor acras terre in feodo de Snelliston.*

Sciant presentes et futuri quod ego Willelmus filius Andrei de Grendon dedi concessi et hac presenti carta mea confirmavi Hugoni de Acovre pro homagio et servicio quatuor acras terre cum pertinenciis in feodo de Snelliston. Que quidem iacent proximo inter terram que fuit Willelmi de Landa et terram que fuit Petri de Deneby que descendunt a via regia usque ad ductum acque de Snelliston. Tenend' et habend' predicto Hugoni et heredibus suis sive assignatis et eorum heredibus de me et heredibus meis in feodo et hereditate libere quiete integre pacifice solute cum omnibus libertatibus liberis communis asyamentis et omnimodis commoditatibus ad predictam terram pertinentibus. Reddendo inde annuatim mihi et heredibus meis unum par calcarium vel tres denarios ad festum beati Jacobi apostoli pro omnibus sectis curie secularibus exactionibus et demandis. Salvo forinceco servicio ad predictam terram pertinente. Ego vero Willelmus et heredes mei predicto Hugoni et heredibus suis sive assignatis et eorum heredibus predictam terram cum pertinenciis contra omnes gentes imperpetuum warantizabimus pro servicio supradicto. In cuius rei testimonium ego Willelmus sigillum meum apposui huic carte. Hiis testibus Willelmo filio Herberti Willelmo de Acovre Johanne Saule Petro de Deneby Willelmo de Hultun et aliis.

- 75 William of Grendon grants Hugh II of Okeover twenty six and a half acres of land from his demesne in Snelston in fee and inheritance for a penny annually. 1241 × 1269

CARTULARY: OC fol. 17<sup>r</sup>(ii).

*Carta W fil Andr de Grendon in Snelleston facta Hugone de Acovre de .xx. et .vj. acras terre et dimidiam.*

Sciant presentes et futuri quod ego Willelmus filius Andre de Grendon in Snelliston dedi concessi et hac presenti carta mea confirmavi domino Hugone de Acovre pro homagio et servicio suo viginti et sex acras terre et dimidiam de dominico meo cum omnibus pertinenciis suis in feodo de Snelliston. Quarum una

dimidia acra terre iacet in le Fermes et due acre in Baggethorp et dimidia terre et prati in eodem loco et dimidia acra terre apud parcum<sup>46</sup> pratum et una acra iacet iuxta Oxedale et tres rode terre inter Oxedale et aquam. Et tres rode terre supra Netherewatercroft et quinque acre terre iacent inter Asseslade et le Coppedegrene et tres acras super toftum Ricardi le Leepere. Et una acra et dimidia in Tymberhull et dimidia acra marliata apud Fulsichehened. Et quinque acre in medio flatu supra superiorem aulam. Et tres acre et dimidia marliate in Ledlaweflat. Tenend' et habend' de me et heredibus meis predicto domino Hugone et heredibus suis vel assignatis in feodo et hereditate imperpetuum libere et quiete bene et in pace cum omnibus asyamentis et libertatibus et liberis communis infra feodum de Snelliston et extra pertinentibus. Reddendo inde annuatim mihi et heredibus meis ipse et heredes sui vel assignati unum denarium argenti ad Natale Domini pro omnibus rebus salvo tunc forinceco servicio. Et ego Willelmus et heredes mei predictas viginti et sex acras terre cum omnibus pertinenciis suis ut predictum est predicto domino Hugoni et heredibus suis vel assignatis et eorum heredibus contra omnes gentes imperpetuum warantizabimus. Ut hec au(tem) mea donacio concessio et presentis carte mee confirmacio firmitatis robur optineant imperpetuum huic presenti carte mee sigillum meum apposui Hiis testibus domino Willelmo filio Herberti Willelmo de Longeford Stephano de Irton Johanne le Foun Ricardo Fitini Johanne Saule Rogero de Wardington et aliis.

76 Hugh II of Okeover grants William son of lord Andrew of Grendon two bovates of land in Snelston called Pykotesland from year to year at will for eight shillings rent annually. 1241 × 1269

CARTULARY: OC fol. 17<sup>v</sup>(i).

*Covenaunce inter Sir Huwe de Acovre et William de Grendon.*

Omnibus hominibus presens scriptum visuris vel auditoris Hugo de Acovre salutem in domino. Noveritis me tradidisse Willelmo filio domini Andrei de Grendon duas bovata terre cum pertinenciis in Snelliston. Scilicet illas duas bovatas terre que vocatur Pykoteslond. Habend' et tenend' de anno in annum pro voluntate mea quamdiu mihi placuerit. Ita scilicet quod idem Willelmus nec aliquis per se predictas duas bovatas terre possint alicui tradere vel invadiare seu aliquo alio modo alienare nec aliquod jus ratione dicte tradicionis mee in eisdem bovatis terre habere vel vendicare. Reddendo inde mihi per annum dum terram illam in for(m)a predicta tenuerit octo solidos ad duos terminos scilicet ad festum sancti Martini quatuor solidos et ad festum Sancti Johannis Baptisti quatuor solidos salvo forinceco servicio. In cuius rei testimonium predictus Willelmus

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<sup>46</sup> Uncertain.

huic scripto cyrographaco sigillum suum apposuit. Hiis testibus Domino Willelmo filio Herberti domino Ricardo de Herthul Stephano de Irton Thomas de Mapelton Thomas Heruy Rogero de Wardinton et aliis.

- 77 Hugh son of William of Grendon to all his free tenants in the manor of Snelston stating that he has enfeoffed William fitz Herbert and John of Okeover. 1282 × 1293

CARTULARY: OC fol. 17<sup>v</sup>(ii).

*Carta de homagio et servicio.*

Universis libere tenentibus ac nativis et aliis quibuscumque tenentibus suis de manerio meo de Snelleston Hugo filius Willelmi de Grendon salutem in domino eternam. Quam dominum Henricum filium domini Willelmi filii Herberti de Norbury militem et Johannem de Acovre de omnibus terris et tenementis tam liberorum tenencium ac nativorum quam aliorum quorumcumque tenencium meorum in manerio predicto per cartam meam feoffamenti quam quietam clamacionem de me h(abe)t feoffavi. Vos rogo et per presentes literas specialiter vobis mando quod dicto domino Henrico et Johanni de Acovre et heredibus vel assignatis eorum de omnibus serviciis et consuetudinibus decetero sitis intendentes et respondentes. In cuius rei testimonium presentes literas sigilli mei impressione roboravi. Hiis testibus Stephano de Irton Rogero de Bradeburn Thomas de Mapelton Willelmo de Holond Willelmo Hert et aliis.

- 78 William son of Andrew of Grendon grants Hugh II of Okeover land in Snelston called the Mulnested and the right to construct a mill with pond, connections to the river Dove and access roads with rights to mill dues over seven bovates, for his homage and the service of an arrow annually. 1241 × 1269

CARTULARY: OC fol. 18<sup>r</sup>(i).

*Carta Will' fil' Andr' de Grendon facta Hugo' de Acovre de le Mulneste de s(upe)r acq(uam) de Douve et de diversis partibus terre.*

Sciant presentes et futuri quod ego Willelmus filius Andrei de Grendon dedi concessi et hac presenti carta confirmavi Hugoni de Acovre pro homagio et servicio suo unam placeam terre in feodo de Snelliston que vocatur le Mulneste super aquam que vocatur Douve. Que quidem placea terre extendit se in longitudine a dominico prato meo de Baggethorp descendendo [*sic*] per totam latitudinem unius culture terre qua vocatur le Schutefurlong ad i(n)f(er)i(us) capud usque in dictam aquam de Douve [*sic*]. Cum tota insula et cum una rationabili

placea terre de predicta cultura de Southefurlong super quam placeam idem Hugo et heredes sui possunt quoddam molendinum et domum ad dictum molendinum construere. Et etiam unam placeam rationabilem extra dictam domum super quam placeam possunt bladum farrinam et bracium ventare et inundare. Ita videlicet quod dictus Hugo et heredes sui possint molendinum cum omnibus pertinenciis in dicta placea levare et construere et stangnum facere et dictum sta[n]gnum suum attachiare u(bi)cumque voluerit ibidem in dominica terra mea ex utraque parte predictae aque de douve. Preterea dedi etiam et concessi et hac presenti carta mea confirmavi predicto Hugoni et heredibus suis pro homagio et servicio unam sellionem terre que iacet proximo iuxta terram quam Johannes de le Hul aliquando tenuit ad unam viam faciendam usque dictum molendinum. Et etiam unam viam ad plaustrum et carectam ab capite dicte selionis per inferius capud dicte culture usque ad sedem dicti molendini. Preterea dedi concessi et hac presenti carta mea confirmavi predicto Hugoni et heredibus suis pro homagio et servicio suo totam sectam ad dictum molendinum suum de septem virgatis terre in Snelliston ad molandum totum bladum ad sextumdecimum granum. Videlicet sectam de illa virgata terre quam Willelmus de Thorp aliquando tenuit et etiam sectam de illa virgata terre quam Lewynus aliquando tenuit. Et etiam sectam unius virgate terre quam Ricardus Faber aliquando tenuit. Et etiam sectam unius virgate terre quam Johannes Carectarius aliquando tenuit. Et etiam sectam unius virgate terre quam Robertus Faber aliquando tenuit. Et etiam sectam unius virgate terre quod Johannes de le Hul aliquando tenuit et etiam sectam unius virgate terre quam Symon Peket aliquando tenuit. Et etiam sectam unius placee terre quam Symon Molendinarius aliquando tenuit cum pertinenciis. Et etiam sectam unius tofti et sectam unius crofti quam Willelmus Punine aliquando tenuit. Et etiam sectam unius placee terre cum pertinenciis et cum secta unius acre terre et dimidie quam Rogerus Corunarius aliquando tenuit. Et etiam sectam unius placee terre quam Thomas Roke aliquando tenuit cum pertinenciis. Et etiam sectam unius placie terre et unius dimidie acre cum pertinenciis quam Willelmus de Ifley aliquando tenuit. Et etiam unam placiam et dimidiam acram terre quam Symon le Leppere aliquando tenuit. Quod faciant sectam ad dictum molendinum suum. Ita quod molant bladum suum ad sextum decimum granum. Concessi etiam pro me et heredibus et assignatis meis predicto Hugoni et heredibus suis vel assignatis suis liberam potestatem ad distringendum omnes tenentes predicta tenementa quicumque fuerint pro tempore et etiam dicta tenementa ad dictam sectam ad dictum molendinum plenarie faciendam ad sextumdecimum granum sicut predictum est. Et etiam ad emendas capiendas de illo qui sectam non fecerit adeo plenarie sicut et ego vel aliquis antecessorum meorum capere potuimus. Concessi etiam pro me et heredibus meis predicto Hugoni et heredibus suis quod nec ego nec heredes mei nec aliquis nomine nostro unquam aliquod molendinum

ventale nec aquatiquum leuabimus per quod aliqua secta pertinentes ad dictum molendinum impediri poterit. Habendas et tenendas de me et heredibus meis predicto Hugoni et heredibus suis imperpetuum in feodo et hereditate libere et quiete bene et in pace integre et solute cum omnibus libertatibus liberis communis et asyamentis ad dictum molendinum et dicta tenementa pertinentibus. Reddendo inde annuatim mihi et heredibus meis unam sagittam barlatam cum flicka ad festum sancti Johannis Baptisti pro omni servicio seculari exactione et demanda ad me vel heredes meos pertinente. Ego vero et heredes mei totam predictam placeam cum insula et cum predicta selione et cum omnibus placiis predictis viis et stangno et aqua et cum tota secta prenominata et cum omnibus aliis pertinenciis suis sicut predictum est predicto Hugoni et heredibus suis contra omnes homines imperpetuum warrantizabimus adquietabimus et defendemus imperpetuum. Ut autem hec mea donacio concessio et huius carte mee confirmacio rata et stabilis imperpetuum permaneat presenti carte sigillum meum apposui. Hiis testibus domino Willelmo filio Herberti domino Ricardo de Herthul Henrico de Esseburn Stephano de Irton Matheo de Knyveton Thoma de Mapulton Thoma Hervy Alexandro Mercatore de Esseburn Johanne filio Elie clerico de Esseburn et multis aliis.

79 Deed of Nicholas Prior of Tutbury granting a rod of the wood of Littlewood to Geoffrey of Okeover to add to his park at Snelston for a pound of pepper annually at Christmas. 1231

ORIGINAL: DRO D231M/T159. Folded with tag and seal.

CARTULARY: OC fol. 18<sup>v</sup>(i).

PRINTED: 'WO', no.20, p.140.

*Lytelwood cart' Nicholai prioris de Tutesbury factam Gaufrido de Okovre de una roda bosci de Lytelwode.*

Universis Christi fidelibus hoc scriptum visuris vel audituris Nicholaus prior Tutesbury et eiusdem loci conventus eternam in domino salutem. Noveritis nos dedisse et hac presenti carta nostra confirmasse Gaufrido de Acovre et heredibus suis pro homagio et servicio suo unam rodam bosci nostri in Litulwode ad parcum suum augmentandum. Illam scilicet que est inter fontem et sepe(m) suum. Reddendo \nobis/ inde annuatim unam libram cumini ad Nathale pro omnibus. Et ut hec nostra donacio et confirmacio robur firmitatis optineat presentem cartam sigillo nostro duximus roborand'. Hiis testibus Domino Roberto de Esseburn sen(eschallo) domini comitis de Feraris Roberto de Acovre Thoma de Edinsou(r)e Johanne filio Herberti Olivero le Foun Willelmo filio Herberti et aliis.

- 80 Quit claim by Nicholas of Breydeston son of Hugh of Breydeston and Joanna his wife in favour of Hugh of Okeover in respect of the land in Snelston that was formerly Roger of Okeover's. 1241 × 1269

CARTULARY: OC fol. 19<sup>r</sup>(i).

*Carta Nicholai de Breydeston.*

Sciant presentes et futuri quod ego Nicholaus filius Hugonis de Breydeston et Johanna uxor mea relaxavimus et quietum clamavimus domino Hugoni de Acovre et heredibus suis totum jus et clamium quod habuimus vel habere potuimus in tota terra et toto tenemento que fuit quondam Rogeri de Acovre in Snelliston sine aliquo retenemento. In qua nec habuimus nec nomine custodie Katerine filie et heredis predicti Rogeri. Ita scilicet quod nec ego Nicholaus nec Johanna uxor mea nec heredes nostri decetero aliquod jus vel clamium in predictis terris et tenementis sine aliquo retentemento exigere vel demandare poterimus. In cuius rei testimonium huic scripto sigilla nostra apposuimus. Hiis testibus domino Willelmo de Mungomery domino Willelmo de Morteyn domino Willelmo filio Heberti domino Willelmo de Mungumery iuvene domino Johanne tunc vicar(io) de Esseburn Rogero de Wardintona domino Willelmo de la Launde Willelmo de Esseburn Willelmo de Acovre Roberto fratre suo Willelmo de Thurletton clerico et aliis.

- 81 Matilda of Grendon grants all her hereditary lands in Snelston to her son Roger of Okeover for a pair of white gloves annually. 1230 × 1241

ORIGINAL: DRO D231M/T160. Parchment. Slit for a seal tag but no tag or seal. Note on back in the hand of the compiler of the cartulary.

CARTULARY: OC fol. 19<sup>r</sup>(ii).

PRINTED: 'WO', no.63, p.158.

*Carta Matild' de Grendone.*

Sciant omnes presentes et futuri quod ego Matilda de Grendona in viduitate et in legali potestate mea dedi concessi et hac presenta carta mea confirmavi Rogero de Acovre filio meo et heredibus suis totam terram illam de hereditate mea que extendit in longitudine a crofta Radolphi filii Willelmi tunc tenentis ad fossatum quod dividit duas culturas quod extendit a via regis usque ad Luttlewodebroc<sup>47</sup> et in latitudine a dicta via regis usque ad Luttlewodebroc cum toto prato ad dictam terram pertinente. Tenendam et habendam sibi et heredibus suis de me et heredibus

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<sup>47</sup> Original.

meis libere hereditarie solute et quiete cum omni integritate et omnibus aisiamentis et communis infra villam et extra ad dictam terram pertinente. Scilicet in bosco et plano et pascuis et omnibus aliis aisiamentis sine aliqua contradictione vel reclamacione mei vel heredum meorum in posterum.<sup>48</sup> Reddendo inde annuatim mihi et heredibus meis de ipso Rogero et heredibus suis unum par albarum cyrotecarum vel unum denarium ad pascha [*sic*] pro omni servicio et exactione et demanda ad me vel ad heredes meos de dicta terra pertinente. Et ego Matildis et heredes mei dictam terram cum omnibus pertinenciis et libertatibus dicto Rogero et heredibus suis contra omnes homines warantizabimus. Ut autem hec mea donacio rata sit et stabilis imperpetuum presens scriptum cum sigilli mei appositione roboravi. Hiis testibus domino Roberto de Acovre domino Willelmo de Mungomery domino Roberto de Esseburn domino Thoma de Ednesoure domino Richardo de Ednesoure Olivero le Foun Ranulfo<sup>49</sup> de Weston Henrico le Foun et multis aliis.

82      Quit claim by Matilda of Grendona in favour of her son Roger of Okeover in respect of common rights in Littlewood. 1241 × 1253

CARTULARY: OC fol. 19<sup>v</sup>(i).

*Quietum clamium Matild' de Grendon facta Rogero de Acovre filio suo de Lytelwode.*

Sciant omnes presentes et futuri quod ego Matilda de Grendon in viduitate et in legali potestate mea relaxavi et omnino quietum clamavi de me et heredibus meis domino Rogero de Acovre filio meo et heredibus suis totum jus meum et clamium quod habui vel habere potui nomine commune vel communis pasture in bosco de Luttlewode ita quod licet domino Rogero prenominato et heredibus suis omnibus modis pro voluntate sua commodum suum facere et placitum sine aliqua contradictione vel reclamacione mei vel heredum meorum de dicto bosco in posterum.<sup>50</sup> Et ut hec mea donacio relaxacio et quieta clamacio de me et heredibus meis sibi et heredibus suis rata et stabilis permaneat presentem cartam cum sigilli mei munimine roboravi. Hiis testibus domino Willelmo de Mungomery domino Roberto de Esseburn domino Willelmo de Picheford domino Galfrido de Bakepuz domino Radulpho de Snittertona Radulpho de Grendon Johanne filio Herberti Willelmo filio Herberti Willelmo Morello tunc ballivo Hundredi de Apeltre et aliis.

<sup>48</sup> Original.

<sup>49</sup> Original, cartulary *Ranulpho*.

<sup>50</sup> See OC081.

83 Agreement between Robert II of Okeover and Roger of Wardinton concerning common rights in the park of Snelston. 1280

CARTULARY: OC fol. 19<sup>v</sup>(ii).

*Hec convencio inter Robertum de Acovre ex una et Rogerum de Wardinton ex altera de parco de Snelleston.*

Anno ab incarnatione domini m cc octogesimo Ita convenit inter Robertum de Acovre ex parte una et Rogerum de Wardinton ex parte altera videlicet quod predictus Rogeris relaxavit et imperpetuum quietum clamavit pro se et heredibus suis vel assignatis suis totum jus et clamium quod habuit vel aliquo modo habere potuit in parko de Snelleston. Preterea predictus Rogerus relaxavit et imperpetuum quietum clamavit pro se et heredibus suis vel assignatis suis predicto Roberto et heredibus suis vel assignatis suis totum jus et clamium quod habuit vel aliquo modo habere potuit in Seygnoria de Snelliston quam habuit ratione donacionis seu tradicionis predicti Roberti de terris et tenementis de dominicis de Snelliston. Preterea predictus Rogerus relaxavit et imperpetuum quietum clamavit pro se et heredibus suis vel assignatis suis predicto Roberto et heredibus suis vel assignatis suis unam placeam terre in Snelliston ale Shortehaseles inter terram parsonie de Northbury et terram dicti Roberti. Ita tunc quod nec predictus Rogerus nec heredes sui nec assignati sui in predicto parco seu in predicta seygnoria vel in predicta placea terre aliquod ius vel clamium seu demand(um) decetero exigere seu habere vel vindicare poterunt. Salvis predicto Rogero et heredibus suis vel assignatis libertatibus communibus et aysiamenis ad bovatas suas pertinentibus in eadem villa sicuti libere tenentes in eadem villa de iure habere debent. Et salva s(ibi) communa pasture in eadem villa pertinente ad terram et tenementa que habuit de dominico extradicione predicti Roberti. Ita quod predictus Robertus et heredes vel assignati sui possunt se appruare de omnibus uastis suis et tenementis in Snelliston sine contradictione vel impedimento predicti Rogeri vel suorum ratione predictorum vel tenementorum dominico. Pro hac autem relaxacione et quietam clamacionem predictus Robertus concessit et tradidit predicto Rogero tres placeas terre in Snelliston cum pertinenciis suis ad terminum vite sue vel ad terminum undecim annorum et quindecim septimanarum a confexione isti(us) scripti proximo sequ(ente) cuius si infra terminum predictus Rogerus obierit. Quarum una placea iacet inter terram que vocatur le Hondredelont ex una parte et le Mulnecroft ex altera prope Al Weneas et habuitat s(upe)r regiam viam que ducit versus Esseburn ex altera parte et terram que vocatur le Welaker et terram dicti Rogeri ex altera parte. Et alie due placee iacent super le Mulneclif et Potteresflat ex utraque vie regie predicte ex parte oriental molendini de Snelliston. Tenend' et habend' predicto Rogero et heredibus suis vel assignatis suis predictas

tres placeas terre cum pertinentiis suis sicut predictus est usque ad finem vite predicti Rogeri vel ad finem undecim annorum et quindecim septimanarum si predictus Rogerus infra illum terminum predictum obierit libere quiete solute et integre cum omnibus libertatibus liberis atque communis aysyamentis ad predictas tres placeas terre pertinentibus Et post decessum predicti Rogeri vel post finem termini predicti si predictus Rogerus infra illum terminum obierit omnia predicta terra et tenementa cum pertinentiis suis predicto Roberto et heredibus seu eorum assignatis revertentur sine impedimento predicti Rogeri vel heredum suorum. Et predictus Robertus et heredes sui et assignati sui totas predictas tres placeas cum pertinentiis suis predicto Rogero et heredibus suis vel assignatis suis contra omnes gentes usque ad finem vite ipsius Rogeri vel predicti termini ut predictum est warrantizabunt et defendent. In cuius rei testimonium presentibus scriptis ad modum cyrographi sigilla percuius sunt apposita alternatim. Hiis testibus domino Radolpho de Monioye Stephano de Irton Ricardo fratre domini Roberti de Acovre Johanne Saule Galfrido Martel Thoma de Mapulton Waltero le Veer clerico et aliis.

- 84 Quit claim by Roger of Wardington in favour of Robert II son of Hugh of Okeover in respect of his moiety in Baxtercroft in Snelston. 1269 × 1281

CARTULARY: OC fol. 20<sup>r</sup>(i).

*Carta Rogeri de Wardintone f[acta] Roberto filio H(ugonis) de Acovre in de Baxesterscroft.*

Universis ad quos presentes litere pervenerint Rogerus de Wardinton salutem Noveritis me remississe et quietum clamasse Roberto filio Hugonis de Acovre totum ius et clamium quod habui vel habere potui in medietate terra que vocatur Baxsterescroft in villa de Snelliston. Ita quod nec ego nec heredes mei nec aliquis nomine nostro aliquod ius vel clamium in dicta medietate decetero exigere vel vindicare poterimus. In cuius rei testimonium presentibus literis sigillum meum apposui. Hiis testibus Rogero de Weddesley Thoma de Mapulton Symone de Clifton Willelmo de Acovre Johanne Glus et multis aliis

- 85 Hugh II of Okeover grants John the clerk of Ashbourne a virgate of land in Snelston in fee and inheritance for a payment of ten shillings annually. 1241 × 1269

CARTULARY: OC fol. 20<sup>r</sup>(ii).

*Cart' Hug de Acovre fact Joh' clerico de una virgata terre in Snelleston.*

Sciant presentes et futuri quod ego Hugo de Acovre dedi concessi et hac presenti carta mea confirmavi Johanni clerico de Esseburn pro homagio et servicio suo unam virgatam terre cum pertinenciis in Snelliston quam Thomas Propo(s)it(us) aliquando tenuit Tenend' et habend' de me et heredibus meis sibi et heredibus suis vel assignatis et eorum heredibus imperpetuum in feodo et hereditate libere et quiete cum omnibus libertatibus liberis communis et aysiamentis ad predictam terram pertinentibus. Reddendo inde per annum mihi et heredibus decem solidos argenti ad duos anni terminos scilicet quinque solidos ad festum sancti Martini et quinque solidos ad festum nativitatis beati Johannis Baptisti pro omnibus salvo forinceco servicio. Et salvo quod bladum crescens super ipsam terram quod molere voluerint molent ad molendinum meum de Snelliston ad vicesimum granum. Et ego vero et heredes mei totam predictam terram cum pertinenciis predicto Johanni et heredibus suis vel assignatis et eorum heredibus contra omnes homines imperpetuum warantizabimus Sed si idem Johannes ipsam terram dare vendere assedere vel assignare aut alienare voluerit ego ero p(rius) omnibus aliis propinquior ad ipsam terram habendam secu(n)d(um)<sup>51</sup> ratione(m) valoris terre ultra predictum servicium. In cuius rei testimonium huic scripto sigillum meum apposui. Hiis testibus Willelmo filio Herberti Andreo de Grendon Stephano de Irton Ricardo Phytu' Ham' de Saperton Symone de Clifton Thomas H(er)vy Willelmo de Acovre Ad' de Thorp Johanne clerico et aliis.

86      Quit claim by Stephen son of Henry in favour of Hugh of Okeover in respect of a virgate of land in Snelston. 1241 × 1269

CARTULARY: OC fol. 20<sup>v</sup>(i).

Omnibus hominibus presens scriptum visuris vel audituris Stephanus filius Henrici salutem in domino. Noveritis me pro me et heredibus meis concessisse et imperpetuum quietum clamasse totum jus et clamium quod habui vel habere potui in illa virgata terre cum edific(io) et tofto et cum omnibus aliis pertinenciis suis quam emi de Thoma Russel in villa de Snelliston domino Hugone de Acovre et heredibus suis Ita quod nec ego Stephanus nec heredes mei unquam in predicta virgata terre nec in predictis pertinenciis suis aliquod jus vel clamium exigere poterimus. In cuius rei testimonium huic presenti scripto sigillum meum apposui. Hiis testibus Willelmo de Grendon Roberto apud Grena Thomas H(er)vy Willelmo filio domino Rogeri de Acovre Ricardo le clerk de Salt Willelmo filio Andrei et aliis.

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<sup>51</sup> Uncertain.

- 87 Quit claim by Hugh son of William of Grendon in favour of Henry fitz Herbert of Northbury and John of Okeover in respect of the service and homage that Henry or John used to do in the vill and territory of Snelston for the service of one penny annually. 1282 × 1293

CARTULARY: OC fol. 20<sup>v</sup>(ii).

*Grendon de homagiis et serviciis.*

Omnibus Christi fidelibus Hugo filius Willelmi de Grendon salutem in domino Noverit universitas vestra me quietam clamacionem Willelmi patris mei de Grendon in h(ac) n[--]ba<sup>52</sup> inspexisse Sciant presentes et futuri quod ego Hugo filius Willelmi de Grendon dedi concessi et relaxavi et quiete clamavi pro me et heredibus meis imperpetuum domino Henrico filio Willelmi filii Herberti de Northbury et Johanni filio Roberti de Acovre et heredibus eorum sive assignatis et eorum heredibus totum ius et clamium quod habui vel habere potero in omnibus serviciis et homagiis cum omnibus pertinentiis suis que idem Henricus seu Johannis de Okoure et heredes sui mihi Hugoni de Grendon seu heredibus meis facere debent aliquo modo de omnibus terris et tenementis et rebus aliis quibuscumque cum omnibus pertinentiis suis que de me Hugone de Grendon sive patre meo quocumque modo tenuerunt in villa et territorio de Snelliston et alibi ubicumque Salvo tunc mihi Hugoni annuo servicio unius denarii argenti ad festum beati Michelis pro omnibus terris et tenementis homagiis et serviciis de quibus mihi seu heredibus meis aliquo modo attingere potuerunt. Ita tamen quod nec ego dictus Hugo nec heredes mei nec aliquis nomine nostro in predictis serviciis et homagiis cum omnibus pertinentiis suis aliquod ius vel clamium decetero exigere poterimus nec unquam aliqualiter vendicare. In cuius rei testimonium ego dictus Hugo huic quiete clamacioni sigillum meum apposui. Hiis testibus domino Rogero de Merche(n)ton Stephano de Irton Rogero de Bradeburn Willelmo de Holont Roberto clerico de Northbury et aliis.

- 88 Robert II son of Hugh of Okeover grants William son of Roger of Okeover an acre and a rod of land in Snelston in fee and inheritance for one penny annually. 1269 × 1281

CARTULARY: OC fol. 21<sup>r</sup>(i).

*Carta Roberti filii Hugonis de Acovre facta Willelmo filio Rogeri de Acovre de una acra terre et una roda in Snelleston.*

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<sup>52</sup> Difficult to decipher.

Sciant presentes et futuri quod ego Robertus filius Hugonis de Acovre pro me et heredibus et assignatis meis concessi et tradidi imperpetuum Willelmo filio Rogeri de Acovre pro servicio suo unam acram terre et unam rodam terre cum pertinenciis in feudo de Snelliston qu(e) terra vocatur Snape Tenend' et habend' predicto Willelmo et heredibus suis sive assignatis suis et heredibus eorundem exceptis viris religiosis et judeis de me Roberto et heredibus meis in feudo et hereditate libere quiete et solute cum omnibus libertatibus liberis communis et asiamentis ad tantam terram pertinentibus Reddendo inde annuatim mihi Roberto et heredibus meis ad nativitatem domini unum denarium argenti pro omnibus ad dictam terram pertinentibus salvo forinceco servicio ad tantam terram pertinente In cuius rei testimonium ego Robertus sigillum meum apposui isti scripto Hiis testibus Willelmo filio Andrei de Grendon Johanne Saule Willelmo de Langeford Thomas H(er)uy Ricardo de Thorp Willelmo de Hulton clerico et aliis.

89 John son of Robert of Okeover grants William Hert of Norbury and his wife Alicia half an acre of land in Snelston for a silver halfpenny annually. 1 February 1290

CARTULARY: OC fol. 21<sup>r</sup>(ii).

*Carta Joh'is fil' Rob'i de Acovre fact Willo Hert de una dimidia acra terre.*

Sciant presentes et futuri quod ego Johannes filius Roberti de Acovre dedi concessi et hac presenti carta mea confirmavi Willelmo Hert de Northbury et Alicie uxori sue et heredibus eiusdem Willelmi exceptis quolibet assignatis unam dimidiam acram terre in Oxedale inter terram Willelmi Foleiambe ex una parte et terram eiusdem Willelmi Hert ex altera et unam aliam placeam terre super le Mulnehul inter terram Willelmi de Axchelade ex una parte et terram Willelmi Hert ex altera et tres buttas terre que iacent in Caldewall inter terram Willelmi Bromnomina<sup>53</sup> ex una parte et terram Matilde de Acovre ex altera. Tenend' et habend' de me et heredibus meis vel assignatis dictis Willelmo et Alicie q(ua)mdiu vixerint et heredibus eiusdem Willelmi excepto quolibet assignato libere integre solute bene et in pace cum omnibus libertatibus liberis q(uibus)<sup>54</sup> communis et asiamentis. Reddendo inde annuatim mihi et heredibus meis vel assignatis dicti Willelmus et Alicia et heredes eiusdem Willelmi unum ob' argenti ad nativitatem beati Johannis Baptisti pro omnibus. Et ego vero dictus Johannes et heredes mei vel assignati dictis Willelmo et Alicie et heredibus eiusdem Willelmi excepto quolibet assignato totum predictum tenementum cum omnibus suis pertinenciis ut predictum est contra omnes mortales war(antizabimus) acqu(ie)tabimus et pro predicto servicio

<sup>53</sup> Uncertain.

<sup>54</sup> Uncertain.

imperpetuum defendemus. In cuius rei testimonium huic presenti carte sigillum meum est appensum. Hiis testibus Roberto le Walni de Snelliston Johanne Tyrri de eadem Henrico de Thorp de eadem Ricardo filio Ricardi Brounesino<sup>55</sup> de eadem Willelmo filio Ricardi de eadem Nicholao filio Radolphi de eadem Th Fabro de Rossenton et aliis. Dat' in vigilem purificationis beate Marie anno gracie m<sup>o</sup> cc<sup>oo</sup> nonagisimo.

90 William son of Andrew of Grendon grants the manor of Snelston to Robert II of Okeover. 1269 × 1281

CARTULARY: OC fol. 21<sup>v</sup>(i).

*Carta m(aneri)i [cap]itali de Snelleston.*

Sciunt presentes et futuri quod ego Willelmus filius Andrei de Grendon dedi concessi et hac presenti carta mea confirmavi Roberto filio Hugonis de Acovre pro servicio suo totum manerium meum de Snelliston cum omnibus pertinenciis suis exceptis capitali manso meo curtilagio et gardino sicut eadem includunt Housbote et haybote rationabiliter ad liberacionem forestarii ipsius Roberti et heredum suorum et Furbote in Byrchewode qua(bus) ebdomad' de una carectata bosci per liberacionem forestarii predicti et except' mihi et heredibus meis servicio unius ob(oli) per annum cum pertinenciis de Johanne Saule et heredibus suorum de tenementis que de me Willelmo tenuit in Snelliston et molt(ur)a ad molendinum de Snelliston sicut mole(re) consuevi Et si servicium dicti Johannis aliquo modo adipisci potero dedi illud servicium eidem Roberto et heredibus suis cum omnibus pertinenciis suis et salva mihi Willelmo et heredibus meis communa pasture ad propria animalia nostra in feodo de Snelliston nut[ri]ta<sup>56</sup> ad terram ipsius Willelmi pertinentibus. Nullis aliis nec exceptis mihi Willelmo et heredibus meis in predicto manerio retentis. Tenend' et habend' predicto Roberto et heredibus suis sive assignatis suis et heredibus eorumdem de me Willelmo et heredibus meis in feodo et hereditate cum omnibus homagiis wardis relevis eschaetis dotibus accidentibus serviciis liberorum hominum consuetudinibus nativorum cum eorum sequela et catall(o) pratis boscis aquis piscariis viis planis semitis moris mariscis terbariis brueriis marleriis quadrariis curiis amerciamentis do(m)i(n)ac(i)o(n)ibus potestatibus<sup>57</sup> et cum omnibus libertatibus pasturis liberis communis asyamentis commoditatibus et juribus ad omnia predicta tenementa pertinentibus ubicumque super terram et sub terra infra villam et extra. Reddendo inde annuatim mihi et heredibus meis ad festum beati Michelis p(ri)mi<sup>58</sup> unum denarium et faciendo pro

<sup>55</sup> See note 53.

<sup>56</sup> Uncertain.

<sup>57</sup> C. T. Martin, *The Record Interpreter: A Collection of Abbreviations, Latin Words and Names Used in English Historical Manuscripts and Records* (Dorking, 1976), p.37.

me Willelmo et heredibus meis capitalibus dominis feodi dicti manerii quod pro parte tanti manerii debe(tur) terminis consuetis et forincecum servicium ad tantam terram pertinentes pro omnibus. Ego vero Willelmus et heredes mei et assignati mei omnia predicta tenementa cum omnibus pertinenciis suis predictis sicut predictum est predicto Roberto et heredibus suis sive assignatis suis et heredibus eorumdem contra omnes gentes imperpetuum warantizabimus defendemus et adquietabimus pro servicio prenotato. In cuius rei testimonium ego Willelmus sigillum meum apposui isti carte. Hiis testibus Rogero de Wardinton Johanne Saule Willelmo de Acovre Ricardo de Thorp Willelmo filio Andre Ad le Forrester Willelmo de Hulton et aliis.

91      Quit claim by William son of Andrew of Grendon in favour of Robert II son of Hugh of Okeover in respect of the homages and services that Robert owes William in Snelston. 1269 × 1281

CARTULARY: OC fol. 22<sup>r</sup>(i).

*Cart(a) [\_\_\_]sinal<sup>59</sup> de quiet'clamac' in ac' dicti servic'.*

Sciant presentes et futuri quod ego Willelmus filius Andrei de Grendon dedi concessi et relaxavi et quiete clamavi pro me et heredibus meis imperpetuum Roberto filio Hugonis de Acovre et heredibus suis sive assignatis suis et eorum heredibus totum jus et clamium quod habui vel habere potero in omnibus serviciis et homagiis cum omnibus pertinenciis suis que idem Robertus et heredes sui mihi Willelmo seu heredibus meis facere debent aliquo modo de omnibus terris et tenementis et rebus aliis quibuscumque cum omnibus pertinenciis suis que de me Willelmo quocumque modo tenuerunt in villa et territorio de Snelleston et alibi ubicumque salvo tamen mihi Willelmo et heredibus meis annuo servicio unius denarii argenti ad festum beati Michelis pr[i]m[i]<sup>60</sup> pro omnibus terris et tenementis homagiis et serviciis et rebus aliis de quibus ego Willelmus feoffavi predictum Robertum et heredes suos et assignatos suos in villa et territorio de Snelliston et alibi extra secundum forma(m) carte eidem Roberto confecte de omnibus in eadem carta contentis. Ita tunc quod nec ego Willelmus nec heredes mei nec aliquis nomine nostro in predictis serviciis et homagiis cum omnibus pertinenciis aliquod ius vel clamium decetero exigere poterimus nec unquam aliqualiter vendicare. In cuius rei testimonium ego Willelmus sigillum meum apposui isti carte. Hiis testibus Henrico de Mapulton Rogero de Wardinton Johanne Saule Willelmo de Acovre Richardo de Thorp Ad' le Forester' Willelmo de Hulton clerico et aliis.

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<sup>58</sup> Uncertain.

<sup>59</sup> Uncertain.

<sup>60</sup> Uncertain.

- 92 Agreement between Roger son of John of Okeover and Walter of Montgomery concerning their boundaries and the waste of Snelston.  
22 September 1313

CARTULARY: OC fol. 22<sup>v</sup>(i).

*Convencio Walteri de Mo(n)tegomery def' et Rogero de Acovre petente.*

Pateat universis tenor(is) presentis indentura quod cum contenciones mote fuerunt et placita in curia domini Regis inter Rogerum de Acovre filium et heredem Johannis de Acovre petentem ex parte una et Walterum de Montegomerie dominum de Marchenton et Colbeleye ex altera deforcientem de vasto de Snelliston tandem placitam conquieverunt in hunc modum. Ita videlicet quod predictus Rogerus concessit remisit et quietum clamavit pro se et heredibus suis omnes terras et tenementa per predictum Walterum et antecessores suos approuyata de vasto de Snelliston' usque ad diem confectionis presenciu(m) predicto Waltero et heredibus suis imperpetuum. Ita quod predictus Rogerus nec heredes sui aliqu(od) ius vel clamium in predicto app(ro)uyamento decetero exigere vel vendicare poterunt imperpetuum. Salva predicto Rogero et heredibus suis et hominibus suis de Snelliston communa pasture post bladum et fenum levatum et apportatum in predicto approuyamento. Preterea predictus Rogerus concessit remisit et quietum clamavit pro se et heredibus suis predicto Waltero et heredibus suis viginti acras terre regales de predicto wasto de Snelliston in seysina dicti Walteri die confectionis presentiu(m) existentes. Ita quod bene liceat predicto Waltero et heredibus suis illas viginti acras approuyare et approuyata tenere una cum toto approuyamento prius per se vel antecessores suos approuyatis de vasto predicto de Snelliston sine contradictione predicti Rogeri vel heredum suorum imperpetuum. Salva predicto Rogero et heredibus suis communa pasture in predicto approuyamento ut predictum est. Pro hac autem concessione remissione et quiet(a) clamacione predictus Walterus reddidit remisit et quietum clamavit pro se et heredibus suis predicto Rogero et heredibus suis totum jus et clamium quod habuit in toto residuo wasti predicti de Snelliston et in centum acras quas idem Rogerus recuperavit versus Willelmum de Grendon per breve de domino<sup>61</sup> in curia domini regis. Ita quod bene liceat predicto et heredibus suis illas centum acras una cum toto residuo wasti predicti approuyare et approuyata tenere sine contradictione predicti Walteri vel heredum seu tenencium suorum imperpetuum. Salva predicto Waltero heredibus et hominibus suis de Colbeley communa pasture in predicto approuyamento post bladum et fenum levatum et apportatum. Preterea partes unce<sup>62</sup> concesserunt pro se et heredibus et hominibus

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<sup>61</sup> Uncertain.

<sup>62</sup> Uncertain.

suis quod s...unce<sup>63</sup> post sint con[---]icare<sup>64</sup> usque in utroque manerio de Colbeleye et Snelliston post fenum et bladum levatum et apportatum exceptis parcis maneriorum predictorum. In cuius rei testimonium huic scripto indentato partes alternatim sigillo apposuerunt. Hiis testibus dominis Rogero de Bradburn Johanne de Bakepuz militibus Willelmo de Wothdeleys tunc senescallo Tutt' Radolpho de Braylesford Johanne fitz Herbert Henrico de Hambury Willelmo de Bentley et aliis. Dat' apud Esseburn die sabatti proxima post festo Sancti Mathei apostoli anno regni Regis Edwardi filii Regis Edward septimo

93 Grant by Hugh II of Okeover to John the clerk of a piece of land in Snelston for a rent of six pence annually. 1241 × 1269

CARTULARY: OC fol. 23<sup>r</sup>(i).

*Carta Hug' de Acovre fact' Johi clerico de una placea terre in Snelleston.*

Sciant presentes et futuri quod ego Hugo de Acovre dedi concessi et hac presenti carta mea confirmavi Johanni clerico pro homagio et servicio suo una[m] placeam terre cum pertinenciis in Sneliston quam Willelmus Bercarius de me tenuit et iacet propinquior terre eiusdem Johannis. Tenend' et habend' de me et heredibus meis sibi et heredibus suis vel suis assignatis et eorum heredibus in feodo et hereditate et imperpetuum libere et quiete cum omnibus libertatibus liberis communis et asyamentis ad ipsam terram pertinentibus. Salva mihi inde q(ua) coopera(tur) ex effluente aqua tanquam de refullo ex vivario meo quod fecero extra ipsam terram. Ita quod habeam ipsam partem terre que cooperta fuerit ut predictum est in defenso sine omni contradictione predicti Johannis vel suorum. Reddendo inde per annum mihi et heredibus meis sexdecim denarios ad duos anni terminos videlicet octo denarios ad festum Nativitatis beati Johannis baptisti et octo denarios ad festum sancti Martini pro omnibus q(uod) ratione dicti tenementi exigere poterunt. Salvo forinceco regis servicio. Et ego vero et heredes mei totam predictam terram cum pertinenciis predicto Johanni et heredibus suis vel suis assignatis et eorum heredibus contra omnes homines et feminas imperpetuum warantizabimus. In cuius rei testimonium huic carte sigillum meum apposui. Hiis testibus Willelmo de Cavereswell Roberto Fichet Roberto de Lag(er)ne Ad' de Hildriston Richardo clerico de Salt Ad' de Thorp et aliis.

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<sup>63</sup> As note above.

<sup>64</sup> Uncertain.

- 94 Grant by Geoffrey of Okeover to Margery daughter of Nigel of Prestwood of two bovates of land in fee and inheritance in Snelston for a pound of pepper. 1210 × 1230[?]

CARTULARY: OC fol. 23<sup>r</sup>(ii).

*Carta Margerie de Prestwode.*

Sciant presentes et futuri quod ego Galfridus de Acovre dedi et concessi et hac presenti carta mea confirmavi Margerie filie Nigelli de Prestwode et heredibus suis pro homagio et servicio suo in feodo et hereditate duas bovatas terre cum pertinentiis in villa de Snelliston de hereditate mea illas scilicet quas Hugo tenuit qu(e) manebat sr'eum[-]<sup>65</sup> sub domo Roberti filii dd<sup>67</sup>. Tenend' et habend' de me et heredibus meis illi et heredibus suis libere et integre in bosco in plano in pratis in pascuis in villa et extra villam in viis in se(mit)is et communis et cum omnibus asyamentis et libertatibus predictis duabus bovatis terre pertinentibus. Reddendo inde annuatim mihi et heredibus meis unam libram cumini ad Nativitatem domini pro omni servicio et consuetudine ad me vel ad heredes meos pertinente salvo forinceco servicio. Et quam volo ut hec mea donacio permet<sup>68</sup> et stabilis imperpetuum perseveret ea(m)<sup>69</sup> presenti carta et sigilli mei impressione confirmavi. Hiis testibus domino Willelmo de Ferraris comite Derby domino Willelmo filio suo Galfrido de Greseley tunc Seneschale Rogero de Ridewar Thomas de Ednesour Roberto de Acovre et aliis.

- 95 Hugh II of Okeover grants John Saul a croft in Snelston for a rent of six pence annually. 30 September 1265

CARTULARY: OC fol. 23<sup>v</sup>(i).

*Carta Johannis Saule.*

Sciant presentes et futuri quod ego Hugo de Acovre dedi concessi et hac presenti carta mea confirmavi Johanni Saule pro homagio et servicio suo unum toftum cum pertinentiis in Snelliston quod iacet iuxta croftum quod fuit Agathe de Tutesbury unde idem Johannes tenuit unam partem et Willelmus Bercarius alteram partem. Tenend' et habend' de me et heredibus meis sibi et heredibus suis vel suis assignatis in feodo et hereditate et imperpetuum libere quiete et integre cum omnibus libertatibus liberis communis et asyamentis ad dictam terram pertinentibus. Reddendo inde per annum mihi et heredibus meis sexdecim

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<sup>65</sup> Uncertain.

<sup>67</sup> Uncertain.

<sup>68</sup> Uncertain.

<sup>69</sup> As read, tam would make more sense.

denarios argenti ad duos anni terminos videlicet octo denarios ad festum sancti Martini et octo denarios ad festum nativitatibus sancti Johannis Baptisti pro omnibus salvo forinseco servicio domini regis. Et ego vero et heredes mei predictam terram cum pertinentiis predicto Johanni et heredibus vel suis assignatis contra omnes homines et feminas imperpetuum warantizabimus. In cuius rei testimonium huic carte sigillum meum apposui Hiis testibus Willelmo de Grendon Willelmo de Acovre Willelmo de Tokeby Willelmo filio Andrei Roberto Fichet Petro de Doneby et aliis Dat' apud Snelliston trecesimo die Septembris anno regno regis Henrici filii regis Johannis quadragesimo nono.

- 96      Quit claim by Henry of Darley in favour of Robert II son of Hugh of Okeover in respect of of three acres and a rod of land above the Moxflat in Snelston for which Robert paid him in full beforehand.  
1269 × 1281

CARTULARY: OC fol. 23<sup>v</sup>(ii).

*Carta Henr' de Derley.*

Omnibus ad quos presens scriptum pervenerit Henricus de Derley in Snelliston salutem in domino. Noveritis me relaxasse ac imperpetuum de me et heredibus meis omnino quietum clamasse Roberto filio Hugonis de Acovre et heredibus suis vel assignatis totum ius et clamium quod habui vel habere potero in tribus acris et una roda terre cum pertinentiis super le Moxflat in feodo de Snelliston iacentes inter terram quam Rogerus de Wardinton tenuit ex una parte et altam viam versus Rossinton ex altera et quam quidem tenui de eodem Roberto per cartam ipsius Roberti de dominicis terris suis. Ita videlicet quod nec ego dictus Henricus nec heredes mei nec aliquis nomine nostro aliquod ius nec clamium in predictis tribus acris et una roda terre cum pertinentiis decetero exigere vel vindicare poterimus. Pro hac autem relaxacione et omnino quietam clamacionem dictus Robertus mihi totam pecuniam pre manibus pacavit. In cuius rei testimonium huic presenti quiete clamacioni sigillum meum apposui Hiis testibus Rogero de Wardinton Johanne clerico de Snelliston Willelmo de Acovre Johanne filio Hugonis de eadem Galfrido Martel Johanne le Blount Roberto clerico et aliis.

- 97      Quit claim by William of Stanton in favour of Geoffrey of Okeover in respect of seven acres of land in Snelston and common rights in Littlewood for which Geoffrey agreed to pay three shillings annually.  
1231 × 1232

CARTULARY: OC fol. 23<sup>v</sup>(iii).

*Carta Will'i de Stanton.*

Sciant omnes presentes et futuri quod ego Willelmus de Stanton dedi concessi et quietum clamavi de me et heredibus meis Galfrido de Acovre et heredibus suis totum jus et clamium quod habui vel habere potui in terram quam clamavi versus illum in villa de Snelliston per bre(ve) de nova disseysina scilicet septem acras terre que iacent inter fossatum de Snelliston et campum de Clifton et unam acram et dimidiam que iacet iuxta Sladeweie et unam acram et dimidiam iuxta Redeweie. Preterea concessi et quietum clamavi eidem Galfrido totum ius et communionem quam habui vel habere potui in bosco de Lidlewode Ita quod nec ego nec heredes mei de predicta terra vel de predicto bosco aliquod decetero exigere poterimus. Ita tunc quod predictus Galfridus predictum boscum ita includet quod predictus Willelmus nec homines illius pro defectu in claustris dampnum vel laborem habeant. Pro hac autem concessione et quieta clamacione dedit mihi predictus G et heredes sui mihi et heredibus meis tres solidos annuatim desynia videlicet octodecim denarios ad festum sancte Marie in marcio et octodecim denarios ad festum sancti Michelis. Et ut hac mea donacio concessio et quieta clamacio rata et stabilis permaneat eam sigilli mei appositione roboravi. Hiis testibus Roberto de Esseburn tunc Senescallo domini comitis Roberto de Acovre Thoma de Edensoure Olivero le Foun Nicholao de Caulont Johanne filio Herberti et aliis.

98 Charter by which William son of Andrew of Grendon grants various lands and rents in Snelston to Hugh II of Okeover for his life for his homage and service and an annual rent of thirty shillings paid in four installments annually. 1241 × 1269

CARTULARY: OC fol. 24<sup>r</sup>(i).

*Grendon carta de homag' et servic'.*

Sciant presentes et futuri quod ego Willelmus filii Andrei de Grendon in Snelliston dedi concessi et hac presenti carta mea confirmavi domino Hugoni de Acovre pro homagio et servicio suo duas acras terre et dimidi(am) cum pertinenciis in territorio de Snelliston scilicet in Suthfurlong. Et tres acras terre cum pertinenciis in eodem territorio scilicet in Thystel forlung. Et unam placeam terre iuxta le Coppedogrove in eodem territorio. Et homagium Johannis Saule et redditum ipsius scilicet quinque denarios per annum pro tenementis et terris que idem Johannes de me tenuit in Snelliston Et homagium Willelmi filii Andreas et redditum ipsius scilicet t(erti)u(m)<sup>70</sup> denariorum per annum pro tenemento suo quod tenet in eadem. Et homagium Petri de Denoby et redditum ipsius scilicet sexdeci(m)<sup>71</sup> denariorum per annum pro tenemento suo in eadem. Et homagium Johannis Tyrri

<sup>70</sup> See *Martin*, p.144 for suggestions (*t'u'*), though *trium* would also be possible.

<sup>71</sup> This might be a clerical error repeating *den*.

et redditum ipsius scilicet octo denariorum per annum pro tenemento suo in eadem. Et homagium Alicie<sup>72</sup> de Ednesoure et redditum ipsius scilicet sex denariorum per annum pro tenemento suo in eadem. Et homagium domini Nicholi vicari de Matherfeud et redditum ipsius scilicet duodecim denariorum per annum pro Middelhull. Et homagium domini Willelmi de la Launde et redditum ipsius scilicet duorum denariorum per annum pro tenemento suo in Snelliston. Et homagium Ricardi filii Roberti de la Grene et redditum ipsius scilicet duodecim denariorum per annum per le Weteflath. Et homagium domini Roberti capellani et redditum ipsius scilicet unius denarii per annum pro Douvecroft in feodo de Snelliston. Et firmam quinque solidorum et quatuor denariorum per annum de Willelmo fratre Ricardi clerici de Sauth ad terminum ottodecim annorum. Et firmam Johannis de Hull scilicet duorum solidorum per annum pro tenemento suo in eadem quod tenet ad terminum viginti et duorum annorum. Et si predicti Willelmus frater clerici et Johannes de Hull infra terminos suos obierint volo et concedo pro me et heredibus meis quod predictus dominus Hugo et heredes sui vel assignati habeant terras ipsorum Willelmi et Johannis quas tenuerunt pro predicta firma. Concessi etiam et relaxavi predicto domino Hugoni et heredibus suis vel assignatis redditum viginti et unius denariorum quos mihi reddebat pro Middelhull et alio tenemento in eadem villa de Snelliston. Tenenda et habenda hec omnia predicta ad terminum vite ipsius domini Hugonis cum omnibus rebus ad dicta pertinentibus. Reddendo inde annuatim mihi et heredibus meis triginta solidos argenti ad quatuor anni terminos videlicet ad festum sancti Michaelis .vij.s. et .vi.d et ad purificatione beate Marie .vij.s. et .vj.d. et ad pascham .vij.s. et .vj.d. et ad nativitatem beati Johannis baptisti .vij.s. et .vj.d. pro omnibus rebus salvo forinseco servicio. Et ego Willelmus et heredes mei hec omnia predicta sicut prescripta sunt predicto domino Hugone et suis ut predictum est usque ad terminum vite ipsius domini Hugonis contra omnes gentes warrantizabimus. In cuius rei testimonium utrumque nostrum alternatim scripto in modum cyrograffi confecto sigillum suum apposuit. Hiis testibus domino Willelmo filio Herberti Willelmo de Langeford Stephano de Irton Johanne le Foun Ricardo Fitini Johanne Saule Rogero de Wardington et aliis.

99 Hugh I of Okeover grants his brother Geoffrey all his lands in Snelston except for the land of Robert of Stanton and a field next to the mill for a rent of ten shillings annually. 1207 × 1210

CARTULARY: OC fol. 24<sup>v</sup>(i).

PRINTED: 'WO', no.14, pp.136-137, from OC.

*Carta Hug' de Acovre fact' Galfr' fratri suo.*

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<sup>72</sup> Uncertain.

Sciant presentes et futuri quod ego Hugo de Acovre dedi concessi et hac carta mea confirmavi Galfrido fratri meo pro homagio suo et servicio totam terram meam in Snelliston qua fuit Richardi fratris mei cum omnibus pertinenciis suis et libertatibus sicut antecessores mei melius eam tenuerunt excepto quod in manu mea et heredum meorum retineo servicium Roberti de Stanton de terra quam Colbanus tenuit in eadem villa cum omnibus pertinenciis et libertatibus ad eandem terram pertinentibus et culturam iuxta molendinum que est inter douvam et veterem cursum duve salva semper sede et stangno molendini cum parva insula predicto G et heredibus suis tenendam de me et heredibus meis. Et si forte predicta cultura per predictum molendinum vel stangnum ad detrimentum meum vel heredum meorum innun[*d*]at(ur)<sup>73</sup> per visum legalum virorum ex utraque parte mihi vel heredibus meis emendetur Hanc vero terram concessi predicto G et heredibus suis tenend' de me et heredibus meis in feudo et hereditate libere et quiete et honorifice ab omni servicio et consuetudine ad me vel ad heredes meos pertinente salvo forinceco servicio. Reddendo inde annuatim mihi et heredibus meis decem solidos argenti ad festum sancti Martini Si au(t) contigerit predictum G sine herede de carne sua exiente abiisse tota terra memorata cum omnibus pertinenciis ad me vel ad heredes meos revertetur. Ut autem hec mea donacio et concessio et confirmacio processu temporis locum firmitatis optineant presentem cartam sigilli mei munimine roborare dignum duxi. Hiis testibus Willelmo Comite de Ferraris Willelmo de Ridewar tunc Senescall Galfrido Salvagio Jordano de Tolka Rogero de Rideuar Galfrido de Costentin Radolpho filio Jordani Roberto de Appelby Willelmo de Grendon Radolpho filio Nicholai Johanne filio Herberti Henrico de Breillisford Nicholao de Caulond Eytrop de Ossemundeston et pluribus aliis.

- 100     Quit claim by Agatha of Ashbourne in favour of Robert II son of Hugh of Okeover knight in respect of five acres of land in Snelston that she recovered from Robert before the justices at Sandiacre and which she will hold for her life after which they revert to Robert. 1269 × 1282

CARTULARY: OC fol. 25<sup>r</sup>(i).

*Carta Agatha de Esseburne fact' Roberto de Acovre.*

Omnibus Christi fidelibus hoc scriptum visuris vel auditoris Agatha de Esseburn salutem in domino. Noveritis me relaxasse pro me et heredibus meis imperpetuum quietum clamasse Roberto filio Hugonis de Acovre militi et heredibus suis vel assignatis totum jus et clamium quod habui vel habere potero in quinque acras terre cum pertinenciis in feodo de Snelliston quas recuperavi de dicto Roberto

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<sup>73</sup> Uncertain.

coram justiciis apud Sandiacre. Ita videlicet quod nec ego dicta Agatha nec heredes mei nec aliquis nomine nostro aliquod ius et clamium in predictis quinque acras terre cum pertinenciis decetero exigere vel vendicare poterimus. Salvis predictis quinque acris terre cum pertinenciis mihi in tota vita mea et post terminum vite mee dicte quinque acre cum pertinenciis dicto Roberto et heredibus suis vel assignatis quiete et solute sine aliqua contradictione heredum meorum vel assignatorum imperpetuum revertent. In cuius rei testimonium huic scripto sigillum meum apposui. Hiis testibus Roberto de Wednisleye Rogero filio suo Thomas Huy Roberto Fichet Willelmo de Grendon in Snelliston Willelmo Andr' Arnaldo de eadem Roberto clerico et aliis.

- 101 Charter of Richard of Edensor acknowledging to Hugh II of Okeover his mill dues and associated rights of distraint in Snelston. 1241 × 1269

CARTULARY: OC fol. 25<sup>r</sup>(ii).

*Carta Ricardi de Edensour fact' Hug' de Acovre de molta ad .xvi. granum.*

Notum sit omnibus presens scriptum visuris vel auditoris quod ego Ricardus de Ednesore et heredes mei tenemur domino Hugoni de Acovre et heredibus suis in mot(ur)a ad .xvj. granum pro duabus bovatis terre de quibus Willelmus de Grendon' me feoffavit in villa de Snelliston imperpetuum quas Lewlinus quondam tenuit ibidem Ita scilicet quod si ego de dicta motura cessavero vel heredes mei bene licebit predicto domino Hugoni et heredibus suis me et heredes meos distringere ad plenam sectam illius moture faciendam sine ulla contradicione mei vel meorum. Et hec ad molendinum predicti domini Hugonis ubicumque sittum fuerit infra feodum de Snelliston. Et ad maiorem huius rei securitatem huic presenti scripto sigillum meum aposui. Hiis testibus Roberto de Wednisleye Thomas Meverel Willelmo de Grendon Willelmo de Acovre in Snelliston Ricardo de P'z et aliis.

- 102 Quit claim by Thomas Russell of Okeover in favour of Hugh II of Okeover in respect of two bovates in Snelston. 1241 × 1269

CARTULARY: OC fol. 25<sup>r</sup>(iii).

*Carta Rossel fact' Hug' de Acovre.*

Sciant presentes et futuri quod ego Th' Russel de Acovre concessi relaxavi et imperpetuum quietum clamavi pro me et heredibus meis Hugoni de Acovre militi domino meo et heredibus suis sive assignatis totum jus et clamium quod habui vel habere potui in duabus bovatis terre cum pertinenciis quas tenui in villa et feodo de

Snelliston de feodo predicti domini mei Ita quod nec ego Th' nec heredes mei nec aliquis nomine nostro in predicta terra cum pertinenciis aliquod ius vel clamium decetero exigere poterimus nec imperpetuum aliquo modo vendicare In cuius rei testimonium ego Thom' sigillum meum apposui huic carte Hiis testibus Thoma filio Herberti Ricardo filio Herberti Willelmo filio Andrei de Snelliston Roberto de la Grene de eadem Adam filio Radolphi de Hildulinstun Willelmo de Hulton clerico et aliis.

- 103 Notification that Richard of Edensor holds a moiety in respect of eight shillings annual rent for two bovates of land in Snelston from Hugh II of Okeover during the life of lady Hawisia former wife of Andrew of Grendon. 1241 × 1269

CARTULARY: OC fol. 25<sup>v</sup>(i).

PRINTED: 'WO', no.29, pp.143-144.

*Carta Ricardi de Edensor.*

Notum sit omnibus presens scriptum visuris vel auditoris quod ego Ricardus de Ednesoure et heredes mei tenemur domino Hugoni de Acovre et heredibus suis vel assignatis in octo solidatos annui redditus. Scilicet medietatem in festum nativ(itat)is beati Johannis baptisti et aliam medietatem in festum sancti Martini in tota vita domine Hawysie quondam uxoris domini Andrei de Grendon pro duabus bovatis terre cum pertinenciis in villa de Snelliston. Faciendo in super forinceca servicia ad predictam terram pertinenca Et si contigerit me vel heredes meos de predicta firma deficere aliquibus terris supradictis volo et concedo pro me et heredibus meis quod predictus dominus Hugo et heredes sui in illo feodo interent ad distrigendum quoquo modo voluerint donec de predicta firma eisdem fiat plena sol(ummod)o. Et notand' quod eandem terram tenuit cum pertinenciis prius Lewlnius de Grendon. In cuius rei testimonium huic presenti carte sigillum meum apposui. Roberto de Wednisleg Willelmo filio Andrei de Grendon Th Meverel Roberto Fichet Willelmo de Acovre in Snelliston Ricardo de Prez et aliis.

- 104 Quit claim by Robert of Stanton in favour of Geoffrey of Okeover in respect of common rights in Littlewood, Snelston, for which Geoffrey paid Robert. 1231 × 1232

CARTULARY: OC fol.25<sup>v</sup>(ii).

*Carta Roberti de Stanton.*

Sciant omnes presentes et futuri quod ego Robertus de Stantonassensu et voluntate Isabelle uxoris mee relaxavi et omnino quietum clamavi domino Galfrido de Acovre et heredibus suis de me et heredibus meis totum jus et clamium quod habuimus vel habere potuimus in bosco de Luttelwode no(m)i(n)e<sup>74</sup> commune vel communis pasture sine aliqua contradicione vel reclamacione mei vel heredum meorum imperpetuum. Pro hac aute(m) relaxacione et quietam clamacione dedit mihi sepe<sup>75</sup> dictus G pre manibus dimidiam marcam argenti Ita scilicet quod licebit dicto G et heredibus suis dictum boscum includere et omnibus modis de eo commodum suum facere sine aliqua contradicione mei vel uxoris mee vel heredum nostrorum imperpetuum In huius rei testimonium presentem cartam sigilli mei munimine roboravi. Hiis testibus Domino Willelmo de Ferraris comite Derby Domino Willelmo filio suo Domino Roberto de Esseburn tunc Seneschall domino Roberto de Acovre domino Thomas de Edneshoure et aliis.

- 105 Quit claim by William Hamilton clerk in favour of Robert II of Okeover in respect of a mill, twenty acres of land and two marks of rent in Snelston. 8 September 1279

CARTULARY: OC fol. 25<sup>v</sup>(iii).

*[Indecipherable.]*

Noverint universi quod ego Willelmus de Hamulton clericus remisi et omnino quietum clamavi pro me et heredibus meis domino Roberto de Acovre heredibus et assignatis suis totum jus et clamium quod unquam habui vel habere potui in uno molendino viginti acris terre et duabus marcatis redditus cum pertinenciis in Snelliston que habui ex feoffamento eiusdem Roberti Ita quod nec ego nec heredes mei nec aliquis nomine nostro aliquod ius vel clamium in predictis molendino terra et redditu vendicare vel exigere poterimus imperpetuum In cuius rei testimonium huic scripto sigillum meum apposui. Hiis testibus dominis Willelmo de Cavereswell Rad(ulph)o de Mu(n)ioye Matheo de Kniveton Rob(ert)o de Wednisley Ric(ard)o de Cavereswell et aliis Dat' apud Kniveton die Nativitatis beate Marie anno domini m<sup>o</sup> cc<sup>o</sup> lxx<sup>o</sup> nono.

- 106 Grant by Richard son of John of Bentley to Hugh II of Okeover in respect of his meadow at Longnore at the annual rent of a halfpenny for which Hugh paid him forty shillings beforehand. 1241 × 1269

CARTULARY: OC fol. 26<sup>r</sup>(i).

<sup>74</sup> It reads *noie* with a bar over *oie*. Alternatively, *ncne* giving n(e)cne.

<sup>75</sup> Reads as *sepe*.

*Longenoure.*

Sciant presentes et futuri quod ego Ric(ardu)s filius Joh(ann)is de Benetleg dedi concessi et hac presenti carta mea confirmavi domino Hugoni de Acovre totum pratum meum de Longenoure scilicet quod vocatur Chesefford et iacet inter pratum Alberis de Co(m)bernire ex una parte et pratum Walteri filii Joh(ann)is de Longenore ex altera Habend' et tenend' de me et heredibus meis sibi et heredibus suis vel suis assignatis et eorum heredibus vel cuicumque illud dare vendere vel assignare voluerint imperpetuum libere et in pace cum omnibus pertinenciis suis Reddendo inde annuatim mihi et heredibus meis unum obolum ad festum sancti Oswaldi pro omni servicio secta curie et demanda et omni exactione seculare Pro hac au(tem) donacione dedit mihi pre manibus predictus Hugo quadraginta solidos. Ego vero predictus Ric(ardu)s et heredes mei totum predictum pratum cum omnibus pertinenciis suis predicto Hugoni et heredibus suis vel suis assignatis sicut predictum est per predictum servicium contra omnes gentes imperpetuum warantizabimus et defendemus. Hiis testibus Rob(ert)o de Wednesl(eg) Hug(one) de Bentleg Rob(ert)o de Thorp Will(elm)o de P(re)stwode Hug(one) de Bev(er)sford et aliis.

107 Agreement between Hugh II of Okeover and William of Grendon concerning two bovates of land in Snelston and the payment of the money due by Hugh to William. Not after 29 September 1262

CARTULARY: OC fol. 26<sup>r</sup>(ii). The hand is different to OC106 using grey rather than brown ink.

*Carta de terra Burgilim. Grendon.*

Hec est convencio facta inter Hugonem de Acovre ex una parte et Willelmum de Grendon ex altera. Videlicet quod cum dominus Hugo tenetur predicto Willelmo in duobus marcis argenti et quinque solidis argenti pro terra quam dictus Willelmus eidem Hugoni dedit et homagium suum recepit et ipsum in plenarias seysinas inposuit. Scilicet de duabus bovatis terre in Snelliston quas Ricardus le Burgilum aliquando tenuit in eadem villa Dictus Hugo concessit quod si non solvat plenar(e) predicto Willelmo predictas duas marcas et quinque solidos ad festum sancti Michelis anno regni regis Henrici filii regis Johannis quadragesimo sexto quod tota predicta terra sine aliqua contradicione dicto Willelmo revertatur Et quod carta quam dictus Willelmus fecit predicto Hugone de feoffamento illius terre que carta in equa manu tradita est et per consensum amborum percuius.<sup>76</sup> Scilicet in custodiam Alex(andri) Mercator(is) de Esseburn predicto Willelmo sine aliqua condicione delibentur. Et concessit etiam quod dictum homagium nullum sit

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<sup>76</sup> Uncertain.

nec seysina nulla s(it) omnino infecta. Et quod dictus Willelmus quiete habeat duas marcas et quinque solidos quos in principio huius convencionis dictus Hugo eidem Willelmo pacavit. Nec habeat predictus Hugo potestatem dictas duas marcas et quinque solidos exigendi nec pecendi. Scilicet si predictus Hugo dictas duas marcas et quinque solidos ad predictum terminum plenare persolvat dictus Willelmus concessit quod quiete rescipiat predictam cartam et eidem Hugoni pacifice delibetur et quod habeat et teneat dictam terram bene et in pace et quod dictum homagium tunc in stabilitate et quod dicta seysina bona sit et plenare. Et ad maiorem istius convencioni[s] securit(atem) faciend(am) partes alternatim presentibus scriptis in modum ciregraffati confectis sigilla sua apposuerunt. Hiis testibus domino W(illelmo) filio Herberti H(e)nr(ico) de Essheburn Matheo de Kneveton Rogero de Wardinton Rob(e)rto de Wedenislegh Johanne de Essheburn clerico et aliis.

- 108 Quit claim by Roger of Wardington in favour of Robert II son of Hugh of Okeover in respect of a piece of land in Norbury and Rossington. 1269 × 1281

CARTULARY: OC fol. 26<sup>v</sup>(ii).

*Carta de le Ringh.*

Omnibus Christi fidelibus ad quos presens scriptum pervenerit. Rogerus de Warenton<sup>77</sup> salutem in domino sempiternam. Noveritis me concessisse et omnino imperpetuum quietum clamasse de me et heredibus meis sive assignatis Roberto filio domini Hugonis de Acovre totum jus et clamium que habui vel habere potui in una placia in territorio de Northbury et Rossinton iacentem iuxta Douva(m) aque(m)<sup>78</sup> vocatur le Ringh. Ita quod nec ego Rogerus nec heredes mei nec aliquis alius nomine nostro aliquod jus vel clamium in predictam placiam terre decetero exigere habere vel vendicare poterimus. In cuius rei testimonium huic presenti scripto sigillum meum apposui Hiis testibus Henrico filio Herberti domino de Northbury Willelmo de Grendon Willelmo de Acovre manente in Snelliston Ricardo clerico de eadem Reginaldo forestario de Rossinton et multis aliis.

- 109 John of Chandos and Margery his wife grant to Robert the son of Hugh I of Okeover and Sara their daughter and to the heirs of Sara in free marriage ten shillings annual rent in Atlow that Hugh of Okeover used to pay them and ten shillings annual rent from the land of Hugh

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<sup>77</sup> Possibly Wardington,

<sup>78</sup> Uncertain.

Besing in Eginton. If Robert and Sara die without heirs the rents revert to Hugh of Okeover for his life if he is still living. 1200 × 1220

CARTULARY: OC fol. 26<sup>v</sup>(ii).

PRINTED: 'WO', no.21, pp.140-141.

*Atlow Carta Joh(ann)is de Cha[[nd]]oys [[et]] Marg[[erie]] ux(or)is eius facta Roberto fil Hug' de Acovre de .x. so(lidos) anni reddi(tus).*

Sciant presentes et futuri quod ego Joh(ann)es de Chandoys et Margeria uxor sua dedimus concessimus et hac presenti carta nostra confirmavimus Roberto filio domini Hugonis de Acovre in liberum maritagium cum Sarra filia nostra decem solidos anni redditus in villa de Attelowe quod percipere solebamus de predicto Hugoni suisque predecessoribus et decem solidos anni redditus de terra Hug(onis) Besing in Eginton quocunque eam tenuit. Tenend' et habend' sibi et heredibus suis de predicta Sarra exeuntibus in feodo et hereditate. Reddend' inde annuatim nobis et heredibus nostris duodecim denarios. Quod si humanit(us) ante mortem dicti Hugonis predicto Roberto contigitur predictus redditus predicto Hugoni omnibus diebus vite sue quiete remanebit qua finita nobis et heredibus nostris absolute reddebit. Volimus etiam ut liceat dicto Hugoni pro firma sua predictam terram et heredibus suis distringere cum opere fuerit. Nos v(er)o et heredes nostri predictum redditum predicto Roberto ut predictum est contra omnes homines warantizabimus. Et ut hac donacio concessio et confirmacio rata et stabilis permaneat huic carte sigilla nostra apposuimus. Hiis testibus Domino Rogero de Chandoys Ric(ard)o de Draycote Will(elm)o de Venables Rob(er)to de Bek Galfr(ido) de Bek Mag(ist)ro Johanne de Weston Will(elm)o de Bek et aliis.

110 Grant by Robert of Milwich to Hugh II of Okeover of a piece of land in Milwich called Tuttlecroft on which he can build a fishpond. 1241 × 1269

CARTULARY: OC fol. 27<sup>i</sup>(i).

*Melewiz Cart' Roberti de Melewich fact' Hugone de Acovre de una plac' terr' in Melewich.*

Sciant presentes et futuri quod ego Robertus de Melewiz dedi concessi et hac presenti carta mea confirmavi Hugoni de Acovre pro homagio et servicio suo unam placeam terre cum pertinenciis in Melewiz que vocatur Tuttlecroft sine aliquo retenemento et totam partem meam in valle de Wolgaresmore sine aliquo retenemento cum pertinenciis ibid(em) Ita quod dictus Hugo vel heredes sui sive sui assignati post sint quemcumque et quocumque tempore voluerint infra

predictum tenementum facere vivarium et levare stangnum et totum commodum suum facere sine impedimento vel contradictione mei vel heredum meorum Tenend' et habend' de me et heredibus meis sibi et heredibus suis vel suis assignatis et eorum heredibus in feodo et hereditate totum predictum tenementum cum cooperacione aque super predictam terram de parte mea libere et quiete cum omnibus libertatibus liberis communis et asyamentis ad predictum tenementum pertinentibus Reddendo inde annuatim ipse et heredes sui vel sui assignati mihi et heredibus meis tres solidos argenti scilicet ad festum sancti Martini pro omnibus Et ego vero et heredes mei totum predictum tenementum cum omnibus supradictis predicto Hugoni et heredibus suis vel assignatis suis et eorum heredibus contra omnes homines et feminas imperpetuum warantizabimus In cuius rei testimonium huic carte sigillum meum apposui Hiis testibus Philippo de Leya Thomas de Bromesulf Rob(ert)o de Biston Thomas Meverel Will(elm)o de Acovre Will(elm)o Justice Johanne clerico et aliis.

- 111 Matilda daughter of John son of Ralph of Milwich grants to Hugh II of Okeover her part of a bovate of land in Coton in the fee of Milwich for an annual rent of six pence to be paid to the capital lord of the fee. 1241 × 1269

CARTULARY: OC fol. 27<sup>r</sup>(ii).

*Cart' Matilde fil' Joh' fil' Rad'i de Melewich fact' Hugo de Acovre.*

Sciant presentes et futuri quod ego Matilda filia et heres Johannis filii Radolphi de Melwich in pura viduitate et ligia potestate mea dedi concessi et hac presenti carta mea confirmavi pro me et heredibus meis imperpetuum domino Hugoni de Acovre et heredibus suis vel assignatis vel cuicumque et quibuscumque quemcumque dare vendere assignare vel legare voluerint et heredibus eorum in feodo et hereditate totam partem meam unius dimidie virgate terre cum omnibus pertinenciis suis sine aliquo retenemento mei vel meorum in villa de Cotene in feodo de Mulewiz cum omnibus eschaetis qu(e) ratione illius terre eidem possint accidere Tenend' et habend de me et heredibus meis predicto Hugoni et heredibus suis vel assignatis sicut predictum est imperpetuum in feodo et hereditate libere et quiete bene et in pace cum omnibus aysiamentis et libertatibus et liberis communis ad predictam terram pertinentibus Reddendo inde annuatim ipse et heredes sui vel assignati sicut predictum est pro me et heredibus meis sex denarios argenti capitali domino feodi ad duos anni terminos videlicet ad festum sancti Michaeli .iij.d. et ad Pascham .iij.d. pro omnibus que ratione illius terre poterunt demandari Et ego Matilda et heredes mei vel assignati predictam partem meam totam cum omnibus pertinenciis predicto Hugoni et heredibus suis vel assignatis sicut predictum est contra omnes gentes imperpetuum warantizabimus adquietabimus et defendemus

Ut hec autem donacio mea concessio et carte mee confirmacio firmitatis rob(ur) optineant imperpetuum huic scripto sigillum meum apposui Hiis testibus domino Ph[ilipp]o de Leya, Willelmo de Acovre, Waltero filio Orm de Mulewiz, Willelmo Justice, Ricardo filio Ricardi le Wafen<sup>79</sup> de Cotenn, Waltero le Roer de eadem Gaya clerico de Mulewiz Ricardo de Parcis clerico et aliis.

112 Henry of Hecstall grants Hugh II of Okeover a piece of land in Milwich called Wolgarsmoor on which he may build a dam and make a fishpond and connect to the water for a rent of twelve pence annually. 1241 × 1269

CARTULARY: OC fol. 27<sup>v</sup>(ii).

*Cart' Henric' de Hecstall fact' Hug' de Acovre de Wolgeresmore.*

Sciant presentes et futuri quod ego Henricus de Hecstal dedi concessi et hac presenti carta mea confirmavi Hugoni de Acovre pro homagio et servicio suo totam partem meam cuiusdem placie terre que vocatur Wolgarismor in feodo de Mulewiz cum omnibus pertinenciis suis Ita quod predictus Hugo et heredes sui sive assignati sui possint de predicta parte mea de Wolgarismor et in eadem stagnum levare et vivarium facere et stagnum attachiare inter Sherthul et Stonhed Et insuper eidem Hugoni dedi totam partem terre mee ibidem quem ad me pertinet et que poterit ibidem aqua cooperiri occasione dicti vivarii ad commodum suum faciend' sicut melius et liberius fieri pot(erit) Tenend' et habend' dicto Hugoni et heredibus suis de me et heredibus meis in feudo et hereditate libere quiete integre et solute cum omnibus libertatibus liberis communis et asyamentis et commodatibus ad predicta tenementa pertinentibus Reddendo inde annuatim mihi et heredibus meis duodecim denarios ad festum sancti Michaelis pro omni secta curie secular(is) exactionibus et demandis Ego vero Henricus et heredes mei totam predictam terram cum pertinenciis sicut predictum est predicto Hugoni et heredibus suis sive assignatis et eorum heredibus contra omnes gentes imperpetuum warantizabimus pro servicio supradicto In cuius rei testimonium ego Henricus sigillum meum apposui huic carte Hiis testibus Willelmo de Caveriswalle Willelmo de Ippeston' Willelmo de Chetilton Roberto de Melewiz Roberto filio suo Waltero filio Orm Willelmo Justice Willelmo de Hulton clerico et aliis.

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<sup>79</sup> Uncertain.

- 113 Robert son of Robert of Milwich grants Hugh II of Okeover a messuage with garden in Milwich for a rent of five pence annually. 1241 × 1269

CARTULARY: OC fol. 27<sup>v</sup>(ii).

*Cart' Robert' fil' Roberti de Melewich fact' Hug' de Acovre de uno mesuagio cum gardino in Cotene.*

Sciant presentes et futuri quod ego Robertus filius Roberti de Melewiz dedi concessi et hac presenti carta mea confirmavi Hugoni de Acovre pro homagio et servicio suo unum mesuagium cum gardino et cum omnibus aliis pertinenciis in Cotene quod quidem mesuagium cum gardino emi de Willelmo le Turner Tenend' et habend' de me et heredibus meis sibi et heredibus suis vel suis assignatis et eorum heredibus in feodo et hereditate libere et quiete cum omnibus libertatibus liberis communis et asyamentis ad predictum tenementum pertinentibus Reddendo inde per annum mihi et heredibus meis quinque denarios argenti ad festum sancti Martini pro omnibus Et ego vero et heredes mei totum predictum tenementum cum pertinenciis predicto Hugoni et heredibus suis vel suis assignatis et eorum heredibus contra omnes homines et feminas imperpetuum warantizabimus defendemus et adquietabimus pro predicto servicio In cuius rei testimonium huic carte sigillum meum apposui Hiis testibus Philippo de Leya, Johanne filio Philippi, Magistro Ricardo de Penc' Roberto de Wednislew, Willelmo de Acovre Waltero filio Orm Ph(ilipp)o fratre eius Willelmo Justice Waltero Carpentario Johanne clerico et aliis.

- 114 Agnes the daughter of John son of Ralph of Milwich grants Hugh II of Okeover her total share of a half virgate of land in Coton in the fee of Milwich for a rent of six pence annually payable on her behalf to the chief lord of the fee. 1241 × 1269

CARTULARY: OC fol. 28<sup>r</sup>(i).

*Cart' Agnes fil' Joh' fil' Rad' de Melewich fact' Hug' de Acovre.*

Sciant presentes et futuri quod ego Agnes filia et heres Johannis filii Radolphi de Melewiz in pura viduitate et ligia potestate mea dedi concessi et hac presenti carta mea confirmavi pro me et heredibus meis imperpetuum domino Hugoni de Acovre et heredibus suis vel assignatis vel cuicumque vel quibuscumque et quemcumque dare vendere vel assignare vel legare voluerint et eorum heredibus in feodo et hereditate totam partem meam unius dimidie virgate terre cum omnibus pertinenciis suis sine aliquo retenemento mei vel meorum in villa de Cotene in feodo de Melwiz cum omnibus eschaetis que ratione illius terre eidem

possint accidere Tenend' et habend' de me et heredibus meis predicto Hugoni et heredibus suis vel assignatis sicut predictum est in feodo et hereditate libere et quiete bene et in pace cum omnibus asyamentis et libertatibus et liberis communis ad predictam terram pertinentibus Reddendo inde annuatim ipse et heredes sui vel assignati sicut predictum est pro me et heredibus meis capitali domino feodi sex denarios argenti ad duos anni terminos videlicet ad festum sancti Michaelis .iij.d. et ad Pascham .iij.d. pro omnibus que ratione illius terre poterunt demandari Et ego Agnes et heredes mei vel assignati predictam totam partem cum omnibus pertinenciis suis predicto Hugoni et heredibus suis vel assignatis sicut predictum est contra omnes homines et feminas warantizabimus adquietabimus et defendemus Ut hec autem donacio mea et concessio et carte mee confirmacio firmitatis rob(ur) optineant imperpetuum huic scripto sigillum meum apposui Hiis testibus domino Philippo de Lega Willelmo de Acovre Waltero filio Orm de Mulewiz Willelmo de Justice Ricardo filio Ricardi le Warenn de Coten Waltero le Roer de eadem El' clerico de Mulewiz Ricardo de Parcis et aliis.

- 115 Ralph son of Julian of Fotisbroke notes the grant and release to Hugh II of Okeover of a messuage, its curtilage and three acres he held at term from Robert the lord of Milwich. 1241 × 1269

CARTULARY: OC fol. 28<sup>r</sup>(ii).

*Hec Rad'i fil' Gyliane de Fotisbrok fact Hugo de Acovre.*

Notum sit omnibus presens scriptum visuris vel auditoris quod ego Radolphus filius Gyliane de Fotisbroke concessi et relaxi pro me et heredibus meis Hugoni de Acovre et heredibus suis sive assignatis et eorum heredibus unum mesuagium cum curtilagio et t(ribu)s acris terre cum omnibus suis pertinenciis quam tenui in Melewiz ad terminum de Roberto domino de Melewiz In cuius rei testimonium ego Radolphus sigillum meum apposui huic scripto Hiis testibus Willelmo Justice Waltero del Hul Johanne le Roer de Cotene Willelmo de Hulton clerico et allis.

- 116 John of Grendon grants Hugh II of Okeover his part of Wulgarsmoor in Milwich allowing Hugh to raise a dam, make a fishpond and attach it to Serthul and Stonet for twelve pence annually. 1241 × 1269

CARTULARY: OC fol. 28<sup>r</sup>(iii).

*Cart' Joh' de Grendon fact' Hug' de Acovre de W[o]lgeresmore.*

Sciant presentes et futuri quod ego Johannes de Grendon dedi et concessi et hac presenti carta mea confirmavi Hugoni de Acovre totam partem meam de W[o]lgarsmor in feodo de Mulewiz cum omnibus suis pertinenciis Ita quod dictus

Hugo possit de predicta parte mea de W[o]lgarsmor stagnum levare vivarium facere et stagnum attachiare inter Serthul et Stonhet melius et liberius faciend' Tenend' et habend' de me et heredibus meis sibi et heredibus suis vel suis assignatis et eorum heredibus in fedo [*sic*] et hereditate libere et quiete cum omnibus libertatibus et asyamentis dicte parti[s] mee de Wulgarsmor pertinentibus Reddendo inde annuatim mihi et heredibus meis duodecim denarios ad festum sancti Michaelis pro omni servicio et seculari demanda et pro secta curie mee et heredum meorum Et ego vero Johannes et heredes mei totam predictam partem meam de Wulgarsmor cum omnibus suis pertinenciis et libertatibus suprascriptis prenominato Hugoni et heredibus suis vel suis assignatis et eorum heredibus imperpetuum contra omnes homines et feminas warrantizabimus In cuius rei testimonium huic presenti scripto sigillum meum apposui His testibus Willelmo de Kavereswalle Willelmo de Ippeton Willelmo de Chetilton Roberto de Melewiz Roberto filio eius Waltero filio Orm de Melewiz Waltero super Montem de eadem Henrico de Hexstal Willelmo le Justice et aliis.

- 117 Geoffrey de Caux grants Hugh I of Okeover four bovates of land in Bradbourne for the rent of a hawk annually. 1180 × 1220

CARTULARY: OC fol. 28<sup>v</sup>(i).

*Cart' de G' de Causes fact' H' de Acovre de .iiij. bovatis terre in Bradeburn.*

Sciant tam presentes quam futuri quod ego G de Causers dedi et concessi et hac presenti carta mea confirmavi Hugoni de Acovre et heredibus suis pro homagio et servicio suo .iiij.<sup>or</sup> bovatas terre in Bradeb(ur)ne cum omnibus pertinenciis suis .ij. bovat[as] terre in inferiore villa quas s(cilicet) Born(us) tenuit et alias duas in superiori forences usque molendinum quas s(cilicet) G(alfridus) tenuit Tenend' de me et heredibus meis sibi et heredibus suis libere et quiete et solute ab omni servicio et consuetudine et seculari exactione in bosco et plano in pratis et pascuis in aquis et in omni libera communione salvo forensi servicio domini Regis Reddendo annuatim mihi et heredibus meis unum sp(er)varium sorum' ad nu(n)dinas Derby Ego siquidem et heredes mei prefato Hugoni et heredibus suis hanc terram imperpetuum warrantizabimus Hiis testibus Hugone tunc Capellano de Acovre Galfrido Salvagio Willelmo de Cropis Radulpho filio Jordani Nigello filio eius Johanne filio Herberti Fulchero filio Henrici de Yrton Herberto de Tissington Willelmo filio suo Galfrido de Acovre Galfrido de Mutton Rodberto de Bradburne Dic Lunetot Rodberto de Bray Rogero Coco Rodberto Albo de Tissenton Ricardo Despensario de Alveton Galfrido del Bec et multis aliis.

- 118 Sale by Denise former wife of Robert fitz Tholi to her brother Robert I of Okeover of four bovates of land in Bradbourne that her father Hugh

gave her in free marriage. Robert paid her five marks beforehand.  
1220 × 1235

CARTULARY: OC fol. 28<sup>v</sup>(ii).

PRINTED: 'WO', no.60, pp.156-157 from OC.

*Carta Dionisie uxoris Roberti filii Tholi facta Roberto de Acovre fratre suo de .iiij. bovatis in Bradeburn.*

Sciant presentes et futuri presens scriptum visuris et audituris quod ego Dionisia quondam uxor Roberti filii Tholi in vidualitate mea et ligea potestate mea vendidi Roberto de Acovre fratri meo et heredibus suis quatuor bovatas terre cum omnibus pertinenciis suis in territorio de Bradeburn. Illas scilicet quas Hugo pater meus dedit mihi in lib(er)u(m) maritagium Habend' et tenend' de me et heredibus meis sibi et heredibus suis libere et quiete plene et pacifice Reddendo inde annuatim mihi et heredibus meis de se et de heredibus suis unas [sic] albas cyrothecas ad nativitatem domini pro omni servicio et exactione ad me vel ad heredes meos pertinente Salvo forinceco servicio Pro hac autem vendicione prefatus Robertus dedit mihi premanibus quinque marcas argenti Et ego Dionisia et heredes mei predictas quatuor bovatas terre cum omnibus pertinenciis suis predicto Roberto et heredibus suis contra omnes homines warantizabimus Et ut hec vendacio rata et inconcussa permaneat presens scriptum sigilli mei apposcione munivi Hiis testibus Philippo de Tok Galfrido de Acovre Jordano de Snitterton Johanne capellano de Acovre Radolpho de Acovre Roberto de Wednisleg Roberto de Thorp Radolpho clerico de Peuerwico Henrico filio Johannis de Mapulton et aliis.

119 Quit claim by Hugh II of Okeover in favour of Richard Parent in respect of two bovates of land in Misterton which Richard held from Hawisia of Thorp for one mark annually. 1241 × 1269

CARTULARY: OC fol. 29<sup>r</sup>(i).

*Quiet' clam' Hug' de Acovre fact' Ricardo Parent de .ij. bovatis terre in Monesterton.*

Omnibus Christi fidelibus presentes literas inspecturis vel audituris Hugo de Acovre miles salutem in domino Noveritis me concessisse et per hoc scriptum confirmavisse Ricardo Parent et heredibus suis vel assignatis duas bovatas terre cum pertinenciis in Monesterton Illas scilicet quas predictus Ricardus tenet de Hawysia de Thorp in eadem villa de Monesterton pro una marca argenti quam sibi reddere debet scilicet ad Pascham dimidiam marcam et ad festum sancti Michaelis dimidiam marcam pro omnibus salvo forinceco servicio Ita scilicet quod nec ego

nec heredes mei in predictis duabus virgatis terre cum pertinentiis nullum jus nec clamium in omni vita ipsius Hauwysie exigere nec vindicare poterimus Et post decessum ipsius Hauwysie predicta marca argenti annua mihi et heredibus meis vel assignatis revertetur Et quod volo quod hec mea concessio presentis scripti confirmacio firma et stabilis permaneant imperpetuum huic scripto sigillum meum apposui Hiis testibus Roberto de Wednisleg Rogero de Wardington Willelmo de Acovre in Snelliston Roberto Fichet Roberto de Lucelos de Walcote Ricardo de eadem Hugoni Noel Roberto filio Ad de Monesterton Ricardo de Parcis clerico et aliis.

- 120 Herbert de Merle and Margarita his wife undertake that they and their heirs will demand no common in the wood of Hugh I of Okeover called Winnedun or in the Mulneclif Atlow and will allow Hugh to make a fishpond or park. 1207 × 1220

ORIGINAL: DRO D231M/T131.

CARTULARY: OC fol. 29<sup>v</sup>(i).

PRINTED: 'WO', no.12, pp.134-135. Reference to the absence of seal indicates that Wrottesley saw the original.

*Quiet' clam' Herberti de Merle et Margaret uxoris eius fact' H' de Acovre de Winnedun et Milneclif.*

Sciant omnes presentes et futuri quod ego Herbertus de Merle et ego Margarita uxor eiusdem Herberti de Merle et heredes nostri in bosco domini Hugonis quod vocatur Winnedun et in Mulneclif nullam omnino poterimus exigere communam neque tempore predicti Hugonis neque temporibus heredum suorum vivarium vero vel parcum facere si voluerunt Idem Hugo vel heredes sui nos Herbertus scilicet et Margarita et heredes nostri eis nullo modo prohibere poterimus talerum facta fuit convencio quam terram de Attelawe de dono domini Hugonis recepimus Et ut hoc firmum sit et stabilis imperpetuum ego Herbertus de Merle hanc cartam sigilli mei munimine confirmavi hiis testibus Gervasio capellano Roberti de Ferraris Henrico de Brailesford Roberto de Stanton Willelmo de Stanton Gaufrido de Snelliston Willelmo de Grendon Radolpho de Bakepuz Rogero de Wednisleg Ranulpho de Alsop Jordano de Snitterton Roberto de Bradeburn et Willelmo de Tissenton clerico Roberto de Thorp et multis aliis.

- 121 Hugh of Besing acknowledges that the ten shillings rent he pays on the land he holds from John of Chandos and Margery his wife is to be paid to Hugh I of Okeover for his life and then to Robert his son

and Sara his wife and is subject to distraint if he fails to make the payments when due. Atlow 1180 × 1220

CARTULARY: OC fol. 29<sup>v</sup>(ii).

*Carta Hugonis Besing. Scrynton*

Universis Christi fidelibus presens scriptum visuris vel auditoris Hugo de Besing et Matilda uxor sua pro se et heredibus suis salutem Noveritis nos teneri domino Hugoni de Acovre in decem solidatos annuo reddito Reddendo ad duos anni terminos scilicet quinque solidos ad festum annunciationis beate Marie virginis et quinque solidos ad festum sancti Michaelis de nostro libero tenemento quod tenuimus in Ostrynton de domino Johanne de Chandos et Margeria uxore sua Ita videlicet quod predictus Hugo de Acovre in tota vita sua habeat et teneat totum predictum redditum de nobis vel de quocumque qui dictum tenementum tenuerit un(de) bene liceat predicto Hugoni in tota vita sua si nos vel qu(i) tenementum ipsum aliquo tempore tenuerit defecerimus in solutione dicti redditus terminiis predictis destringere nos vel ipsum q(ui) tenementum predictum tenuerit pro predicto redditu et insuper pro emendis quas nos faciemus dicto Johanni de Chandos et Margerie uxori sue occasione retenementi predicti redditus Scilicet etiam post decessum predicti Hugonis de Acovre totus predictus redditus cum predictis distrinctionibus ut predictum est revertatur Roberto filio predicti Hugonis et Sarre uxori sue si ipse Robertus habuerit heredem de predicta Sarra alioqu(e) revertatur dicto Johanni de Chandos et Margerie uxori sue In cuius rei testimonium huic scripto ego Hugo de Besing pro Matilda uxore mea et heredibus meis sigillum meum apposui Hiis testibus Johanne vicaro ecclesie de Esseburn Roberto de Esseburn Ricardo de Draycote Roberto de Bek Roberto de Wednesley Roberto de Thorp Johanne clerico et aliis.

122 Hugh I of Okeover grants to Henry of Erlaston and his wife Margerie and the heirs they procreate six acres at Callow in fee and inheritance for two pence annually. 1180 × 1220

CARTULARY: OC fol. 30<sup>f</sup>(i).

*Carta Hugo de Acovre fact' Henricus de Herlaston et Margeria uxor eius de .vj. acras terre Caldelowe.*

Sciant presentes et futuri quod ego Hugo de Acovre dedi concessi et hac presenti carta mea confirmavi Henrico de Erlaston et Margerie uxori sue pro homagio et servicio suo sex acras terre cum pertinenciis in feodo de Caldelowe quas Radolphus de Ardena aliquando de me tenuit Iacentes iuxta terram quam ipse Henricus aliquando tenuit versus Toppeshow Tenend' et habend' de me et

heredibus meis ipsis Henrico et Margerie et eorum heredibus quos ipse Henricus procreaverit de dicta Margeria in feodo et hereditate libere et quiete cum omnibus libertatibus liberis communis et asyamentis ad dictam terram pertinentibus Ita quod si dictus Henricus nullum procreaverit heredem ex ipsa Margeria ipsa terra revertatur mihi et heredibus meis post decessum ipsorum Henrici et Margerie Reddendo inde annuatim mihi et heredibus meis duos denarios in die sancti Jacobi apostoli pro omnibus Ego vero et heredes mei predictis Henrico et Margerie et eorum heredibus quos ipse Henricus procreaverit ex dicta Margeria predictam terram cum pertinenciis contra omnes homines imperpetuum warantizabimus In cuius rei testimonium huic carte sigillum meum apposui Hiis testibus Domino Sampson capello de Wyrk(esworth) Roberto de Wedneslegh Hugoni de Bentley Nicholao filio Walteri de Wyrk(esworth) Roberto filio Gilberti de eadem Richardo le Poxt de Caldelowe Johanne clerico et aliis

- 123 Grant and quit claim by Roger of Marchington in favour of Robert II of Okeover in respect of the land and tenements in Atlow that were formerly Henry of Perton's. 1269 × 1281

CARTULARY: OC fol. 30<sup>r</sup>(ii).

*Carta quiet' clam' Rogeri de Marcinton fact' Roberto de Acovre de terra que fuer(a)t Henr' de Perton.*

Sciant presentes et futuri quod ego Rogerus de Mercinton pro me et heredibus meis concessi relaxavi et quiete clamavi imperpetuum Roberto de Acovre et heredibus suis sive assignatis suis et heredibus eorum totum ius et clamium quod habui vel habeo vel habere potero in omnibus terris et tenementis cum edificiis supstantibus et cum omnibus pertinenciis suis sine aliquo retenemento que fuerunt aliqu(ando) Henrici de Perton in villa et territorio de Attelowe Ita quod nec ego Rogerus nec heredes mei nec aliquis nomine nostro in predictis terris et tenementis cum pertinenciis a(liquo)d iuris vel clamii decetero exigere poterimus nec unquam aliqualiter vendicare In cuius rei testimonium ego Rogerus sigillum meum apposui isti carte Hiis testibus Rogero de Wardinton Mattheo de Kniveton Henrico de Mapulton Roberto de Wednislegh Radolpho de Munjoy Rogero de Wednislegh Willelmo clerico et aliis.

- 124 Henry Morel of Hokenaston grants to Robert II of Okeover that he may take and have marl from the assart that Henry holds from Robert in Atlow and that Henry will carry the marl. 5 October 1273

CARTULARY: OC fol. 30<sup>r</sup>(iii).

Die Jovis proxima post festum sancti Michelis anno gracie m<sup>o</sup> cc<sup>mo</sup> lxx<sup>mo</sup> tertio Henricus Morel de Hokenaston concessit pro se et suis Roberto de Acovre et heredibus suis quod ipsi habeant de quibus licet sex carris marle quas vendiderit vel donaverit atque aliquo modo concesserit de assarto quod idem Henricus tenuit de predicto Roberto in Attelowe unum diem toto tempore quo idem Henricus vel sui ipsum assartum tenuerint et sic eodem modo de octo carracatis marle. Concessit vero predictus Henricus pro se et suis quod predictus Robertus et sui capiant et habeant marlam de predicto assarto ad terram suam dominicam marlandam pro voluntate sua et predictus Henricus cariabit marlam de predicto assarto ad terram suam propriam quamcumque voluerit In cuius rei testimonium partes presentibus scriptis inter eas confectis alternatim in modum cyrographi sigillum suum apposuerunt Hiis testibus Rogero de Mapulton Johanne clerico de Snelliston Radolpho Sparwat de Esseburn Willelmo de Schene in Attelowe Adam filio Waryni de Hokenaston Rogero et aliis.

- 125 Grant and quit claim by Henry son of Henry of Perton in favour of Robert II son of Hugh of Okeover in respect of all the lands and tenements with buildings on them that were formerly Henry's father's in Atlow. 1269 × 1281

CARTULARY: OC fol. 30<sup>v</sup>(i).

*Atlow Cart' Henr' fil' Henr' de Perton et quiet' clam' fact' Roberto de Acovre*

Sciunt presentes et futuri quod ego Henricus filius Henrici de Perton concessi relaxavi et quiete clamavi imperpetuum totum ius et clamium pro me et heredibus meis Roberto filio Hugonis de Acovre et heredibus suis et assignatis suis et heredibus eorum quod habui vel habeo vel habere potero in omnibus terris et tenementis cum edificiis supstantibus et cum omnibus aliis pertinenciis suis que fuerunt aliquando Henrici patris mei predicti in villa et territorio de Attelowe sine aliquo retenemento Ita tunc quod nec ego Henricus nec heredes mei nec aliquis nomine nostro in predictis terris et tenementis cum pertinenciis aliquod iuris vel clamii decetero exigere poterimus nec unquam aliqualiter vendicare In cuius rei testimonium ego Henricus sigillum meum apposui isti carte Hiis testibus Rogero de Wardington Henrico de Mapulton Rogero de Mercinton Radolpho de Munioy Roberto de Wednislegh Rogero de Mapilton Willelmo de Hulton clerico et aliis.

- 126 Quit claim by Letitia widow of Alexander the merchant of Ashbourne in favour of Robert II of Okeover in respect of four bovates of land

in Atlow in which she was infeoffed by way of a pledge for a loan.  
10 August 1278

ORIGINAL: DRO D231M/T135.

CARTULARY: OC fol. 30<sup>v</sup>(ii).

Sciant presentes et futuri quod ego Leticia relicta Alexandri Mercatoris de Esseburn in m(od)a viduitate mea et in ligia potestate relaxavi et imperpetuum pro me et heredibus meis omnino quietum clamavi Roberto filio Hugonis de Acovre et heredibus suis sive assignatis et eorum heredibus totum jus et clamium quod habui vel habeo vel aliquo modo habere potero in quatuor bovatis terre et redditu cum pertinenciis per eundem Robertum feoffatis fui nomine pignoris pro tribus saccis lane in quibus idem Robertus m(ihi) tenebatur ita videlicet quod nec ego Leticia nec heredes mei nec aliquis nomine nostro aliquod iuris vel clamei in predictis quatuor bovatis redditu cum pertinenciis ut predictum est nec in predictis tribus saccis lane nec in aliquo alio debito in quo idem Robertus aliquo tempore m(ihi) tenebatur a principio mundi usque festum sancti Laurentii martiris anno domini m<sup>o</sup> ducentisi<sup>mo</sup> .lxx.<sup>mo</sup> octavo decetero poterimus exigere vel aliquo modo vindicare In cuius rei testimonium huic presenti quieti clamacione sigillum meum apposui Hiis testibus domino Willelmo de Hamilton clerico Waltero de Eylisbury Matheo de Knyveton Thomas de Mapulton Roberto de Fenton Johanne le Foun Olivero le Foun Olivero de Coulond Henrico de Coulond Thomas Heruy et aliis.

127 Grant by Robert II son of Hugh of Okeover to Walter son of Gamil of Atlow and to a single assign of a toft and croft in Atlow for two shillings annually the land reverting to Robert and his heirs after the deaths of Walter and his one assign. 1269 × 1281

CARTULARY: OC fol. 30<sup>v</sup>(iii).

*Script' Rob' fil' Hug' de Acovre fact' Waltero fil' Gamil Atlow.*

Omnibus hoc scriptum visuris vel audituris Robertus filius Hugonis de Acovre salutem in domino sempiternam Noveritis me dimisisse concessisse et hoc presenti scripto confirmasse Waltero filio Gamil de Attelowe de quo homagium nomine liberatis recepi unum toftum et croftum quod Hugo filius presbiteri aliquando tenuit in villa de Attelowe et unum croftum quem Robertus filius Gamil tenuit in eadem villa cum edificiis supstantibus Tenend' et habend' eidem Waltero et unico assignato cuicumque idem Walterus voluerit assignare libere quiete pacifice et integre cum omnibus libertatibus liberis communis et asiamentis ad dictam terram pertinentibus infra villam de Attelowe et extra et etiam cum

housbote et haybote in bosco meo Reddendo inde annuatim mihi et heredibus meis sive assignatis meis ipse et assignatus suus duos solidos argenti ad duos anni terminos videlicet ad festum beati Johannis Baptisti .xii. denarios et ad festum sancti Martini .xii. denarios pro omnibus secularibus serviciis exactionibus consuetudinibus sectis curie et demandis salvo forinceco servicio domini Regis ad tantam terram pertinentibus Et est sciendum quod dictus Walterus et assignatus suus molet ad molendinum de Attelowe ad sextum decimum granum Ego vero Robertus et heredes mei sive assignati mei totam dictam terram dicto Waltero et unico suo assignato cui idem Walterus assignare voluerit contra omnes homines warrantizabimus adquietabimus et per predictum servicium defendemus post mortem vero dicti Walteri et unius sui assignati tota dicta terra mihi et heredibus meis sive assignatis meis sine aliqua contradictione libere revertatur In huius rei testimonium alter alterius scripto in mod(o) cyrograffi confecto sigillum suum apposuit Hiis testibus Galfrido Marcel Roberto de Seldeford in Murkaston Johanne le Bo de Bradelye Roberto le Parker Gilberto de Holand Rogero clerico et aliis.

128 Henry of Kniveton knight grants to Roger son of John of Okeover a field in Atlow called the Rouhelowflat to be held from the capital lord of the fee for the services pertaining. 20 September 1309

CARTULARY: OC fol. 31<sup>r</sup>(i).

*Cart' Henrici de Kneveton[n] fact' Rogero filii Johannis de Acovre de Rouheloweflat*

Sciant presentes at futuri quod ego Henricus de Kneveton miles dedi concessi et hac presenti carta mea confirmavi Rogero filio Johannis de Acovre unam culturam terre cum pertinenciis in Attelowe que vocatur le Rouheloweflat sine aliquo retentemento. Quam quidem culturam terre tenui de hereditate ipsius Rogeri Habend' et tenend' dicto Rogero et heredibus et assignatis suis de capitalibus dominis feodi per servicia que ad predicta tenementa pertinent imperpetuum Et ego vero predictus Henricus et heredes mei dicto Rogero et heredibus seu assignatis suis predictam culturam terre cum pertinenciis contra omnes gentes warrantizabimus imperpetuum In cuius rei testimonium huic presenti carte sigillum meum apposui hiis testibus domino Rogero de Bradebourne milite Johanne le Sawvage Radolpho de Monnioye Thomas Adam Nicholao de Clifton et aliis Dat' apud Esseburn die Sabiti in vigilo Sancti Mathei apostoli anno regni regis Edwardi filii Regis Edwardi tertio.

129 Grant by Robert II of Okeover to his brother John and the heirs of his body of two bovates of land at Atlow for a rent of 6s. 8d. annually.  
1 June 1278

ORIGINAL: DRO D231M/T133.

CARTULARY: OC fol. 31<sup>r</sup>(ii).

PRINTED: 'WO', no.59, p.156.

*Cart' Rob' de Acovre fact' J' fratri suo de duabus bovatis terre.*

Sciant presentes et futuri quod ego Robertus filius Hugonis de Acovre dedi concessi et hac presenti carta mea confirmavi Johanni fratri meo pro homagio et servicio suo duas bovatas terre cum edificiis supstantibus cum toto crofto prato et cum omnibus pertinenciis suis in feudo de Attelowe que omnia Adam filius Johannis de Attelowe de me Roberto tenuit aliquando Tenend' et habend' predicto Johanni et heredibus suis ex corpore suo legitime procreatis et heredibus eorum de me Roberto et heredibus meis in feodo et hereditate libere quiete integre et solute cum omnibus libertatibus liberis communis asyamentis et commoditatibus ad predicta tenementa pertinentibus ubicumque infra villam et extra Reddendo inde annuatim mihi Roberto et heredibus meis sex solidos et octo denarios sterlingorum ad duos anni terminos videlicet ad festum beati Michelis p'nn<sup>80</sup> tres solidos et quatuor denarios et ad festum annunciationis beate Marie virginis tres solidos et .iiij. denarios pro omnibus salvo tamen forinceco servicio ad predictam terram pertinente p[---]t'<sup>81</sup> fu[---]ti<sup>82</sup> pleggiagium quod solebat ad eandem terram p(ar)cui' e<sup>83</sup> et salvis tunc mihi Roberto et heredibus meis in ista don(aci)o(n)e defensis in parco et le Milneclif et alibi in locis consuetis et secta ad molendinum de Attelowe ad vicesimum quartum granum de blado cerstente super predictam terram libere et quiete Et si idem Johannes obierit sine herede ex corpore suo legitime procreato predicta tenementa cum pertinenciis ad me Robertum et ad heredes meos revertent Ego vero Robertus et heredes mei et assignati mei predicto Johanni et heredibus suis ex corpore suo legitime procreatis sicut predictum est contra omnes gentes predicta tenementa cum pertinenciis warantizabimus pro servicio antedicto In cuius rei testimonium predictus Johannes sigillum suum apposuit isti carte Hiis testibus Matheo de Kneveton Radolpho de Munjoy Roberto de Fenton Thomas de Mapulton Thomas H(er)vy Johanne Blundo de Munkaston Henrico de Knyveton

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<sup>80</sup> Expansion uncertain.

<sup>81</sup> Uncertain.

<sup>82</sup> Uncertain.

<sup>83</sup> Uncertain.

Willelmo de Hulton et aliis Dat' in crastino beate Petronille virginis anno gracie m<sup>o</sup> cc<sup>o</sup> lxx<sup>o</sup> octano.

- 130 Surrender and quit claim by Henry of Kniveton in favour of Roger of Okeover in respect of the field called Rouheloweflat in Atlow which he held by hereditary right from Roger. 20 September 1309

ORIGINAL: DRO D231M/T139.

CARTULARY: OC fol. 31<sup>v</sup>(i).

*Cart' Henrici de Kniveton fact' Rogero filio J' de Acovre de le Rouheloweflat.*

Sciant presentes et futuri quod ego Henricus de Kneveton miles sursum reddidi Rogero filio Johannis de Acover unam culturam terre cum pertinenciis in Attelowe que vocatur le Rouheloweflat quam quidem culturam terre tenui de hereditate ipsius Rogeri Remisi etiam et imperpetuum quiet(e) clamavi de me et heredibus meis eidem Rogero et heredibus et assignatis suis quibuscumque totum jus et clameum quod habui vel aliquo modo habere potui in tenementis predictis Ita quod nec ego nec heredes mei in predictis tenementis jus vel clameum decetero exigere poterimus vel vendicare In cuius rei testimonium huic reddicioni et quiete clamacioni mee sigillum meum apposui Hiis testibus domino Rogero de Bradebourne milite Johanne de Sauvagio Radolpho de Monjoye Thomas Adam Nicholao de Clifto et aliis. Dat' apud Essebourne die sab(at)i in vig(ile) sancti Mathei apostoli anno regni regis E filii Regis Edwardi tertio.

- 131 Henry of Kniveton appoints his brother William as his attorney to deliver siesin to Roger of Okeover in respect of a field in Atlow called the Rouhelowflat. 20 September 1309

CARTULARY: OC fol. 31<sup>v</sup>(ii).

Omnibus Christi fidelibus ad quos presentes litere pervenerint Henricus de Kneveton miles salutem in domino Noveritis me attornasse loco meo Willelmum de Kneveton fratrem meum ad tradend' et lib(er)and' Rogero filio Johannis de Acovre seisinam unius culture terre in Attelowe qua vocatur le Rouheloweflat secundum tenorem carte s(ue) inde confect(e) In cuius rei testimonio has literas meas s(ibi) fieri feci patentes Dat' apud Esseburn die sabati in vigile sancti Mathei apostoli anno regni Regis Edwardi filii regis Edwardi tertio.

- 132 Agreement between John son of Robert of Okeover and William Foljambe in which John agrees to the marriage of his sister Arabella to John son of William. Both agree to provide five bovates and five acres

of land in Snelston each to the couple and the heirs they procreate between them with arrangements for reversion on failure of heirs. 7 February 1283

CARTULARY: OC fol. 31<sup>v</sup>(iii).

PRINTED: 'WO', no.65, pp.159-160.

*Hec convencio facta inter J' fil' Roberti de Acovre et Willelmum Foleiaumbe ex altera.*

Anno domini m<sup>o</sup> cc<sup>o</sup> octogesimo tertio die dominica proxima post purificationem beate Marie virginis facta fuit hec convencio inter Johannem filium Roberti de Acovre et Willelmum Foleiaumbe ex altera parte videlicet quod dictus Johannes de Acovre concessit dare Orabile sorori sue et Johanni filio Willelmi Foleiaumbe in libero maritagio quinque bovatas terre et quinque acras cum pertinenciis suis de suis bovatis terre in feodo de Snelliston in loco competenciore Et si sue bovate terre non sufficient ad quantitatem quinque bovatarum et quinque acrarum terre concessit quod defectus tante terre sit captus et mensuratus de dominicis suis in eodem feodo bono loco et competenti Et predictus Willelmus Foleiaumbe concessit patrare eisdem Johanni et Orabile quinque bovatis et quinque acras terre et omnia illa edificia cum omnibus pertinenciis suis in feodo de Snelliston de quibus finalis concordia facta fuit in curia domini Regis inter Willelmum Foleiaumbe ex una parte et Rogerum de Wardington ex altera parte Et dicte quinque bovate et quinque acre terre de dono Johannis de Acovre erunt de quantitate et mensura illarum quinque bovatarum et quinque acrarum terre que sunt de dono Willelmi Foleiaumbe Habend' et tenend' de dicto Johanne de Acovre et heredibus suis dictis Johanni et Orabile et heredibus suis legitime inter eos procreatis Et si contingat quod dicti Johannes et Orabilia absque herede inter se procreato obierint q(uod) predicte quinque bovate et quinque acre terre et omnia illa edificia illo tempore existencia que habent ex dono Willelmi Foleiaumbe post mortem ut(ri)usque dicto Willelmo Foleiaumbe et heredibus suis sine contradictione seu impedimento dicti Johannis de Acovre vel alicuius revertentur Et si aliquis de predictis Johanne de Acovre et Willelmo Foleiaumbe se retraxerit an(ne)cxat(a) plena seisina de singulis bovatis et acris terre et edificiis in forma predicta dictis Johanni et Orabile facta fuerit concessit viginti libros sterlingorum domino Edmundo fratri regis Anglie solvendo pro forisfactura In cuius rei testimonium uterque illorum alterius scripto ad modum cyrograffi confecto sigillum suum apposuit Preterea quinque bovate et quinque acre quas habent de dono Johanni de Acovre post mortem utriusque Johannis et Orabile si absque herede inter de decesserint dicto Johanni de Acovre et heredibus suis

sine calumpnia vel impedimento alicuius \ruptal/<sup>84</sup> revertent Hiis testibus Rogero Kokeyn Stephano de Irton Rogero de Wednesley Henrico de Knyveton Henrico de Mapulton Roberto de Tydewall et aliis.

- 133 Charter of William de Ferrers II confirming to Hugh I of Okeover and his heirs the vill of Callow by hereditary right for a rent of twenty six shillings blanch farm, one mark of counted money and other services.  
1203 × 1220

CARTULARY: OC fol. 32<sup>v</sup>(i).

PRINTED: 'WO', no.9, p.132, from OC.

CALENDAR: 'Golob', no.166.

*Cart' Willi' de Ferar' comes Derb' fact' Hugo' de Acovre de vill de Caldelow.*

Sciunt omnes presentes et futuri quod ego Willelmus de Ferraris comes Derby concessi et hac carta mea confirmavi Hugoni de Acovre et heredibus suis totam villam de Caldelowe cum omnibus pertinenciis suis sine omni diminucione et detrimento Tendend' de me et heredibus meis sibi et heredibus suis iure hereditario libere quiete et integre Reddendo inde annuatim mihi et heredibus meis .xx<sup>ti</sup>. sex solidos firme albe et unam marcam argenti de cremento de denario numero Et praeterea .xx<sup>ti</sup>. denarios per annum ut ipse Hugo et heredes sui et omnes sui quieti sint de omnibus defectibus in murariis de Wapintak'. Scilicet unam medietatem totius illius firme ad Pascham et aliam medietatem festo sancti Michelis Et faciendo sectam molendini de Wyrkeswrth et sectam de Wapintak' de Wyrkesworth ad quelibet placita rationabilia de Wapintak sicut antiqito fieri sol(et) Et unam arruram per annum de omnibus carucis de villa de Caldelawe ad cibum meum salvi s(i)t quieto prefato Hugoni et heredibus suis propriis carucis suis et unam seuram per annum similiter ad cibum meum. Qu(ando) vero dominus Rex talliabit sua dominica et maneria per Angliam predictus Hugo vel heredes sui persolvent mihi vel heredibus meis dimidiam marcam argenti pro omni tallagio et tali exactione Concessi etiam eidem Hugoni et heredibus suis libertatem emendandi villam de Caldelawe omnibus modis ad maiorem profectum sui et heredum suorum. Hiis testibus Roberto filio Walclini Roberto de Ferraris Willelmo de Staunton Galfrido de Acovre Waltero de Ridewar Rogero de Wednisleg Rondulpho de Alsop Galfrido de Bec Roberto de Thorp Jordano de Snitterton Hugoni de Meleb[uri] Ricardo de Benetley Hugoni Morel Roberto de Hunced[on] et multis allis.

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<sup>84</sup> Uncertain.

- 134 Robert II Earl de Ferrers addresses all his men and friends French and English in the Soke of Wirksworth to tell them that he has granted Callow to Ralph son of Orm to hold from him in capital. 1155 × 1159

CARTULARY: OC fol. 32<sup>v</sup>(ii).

PRINTED: 'WO', no.4, p.129.

CALENDAR: 'Golob', no.21.

*lr' conces<sup>85</sup> Comit' Roberti de Ferrar'*

Robertus comes de Ferraris omnibus hominibus et amicis suis Francis et Anglis et omnibus hominibus de soka Wyrk(esworth) salutem. Sciatis me concessisse Radolpho filio Orm et heredibus suis tenere Caldelawe de me et heredibus meis in capite per servicium quod pertinet terre predictae Teste hoc Alberto et Radolpho Cunestablo Roberto de Pir(ario) dap(ifero) et Willelmo filio Herberti Radolpho Feom Roberto de Montegomerie et Baldwin Builot Gilberto de Summervilla et Alano de Faleisa et Rogero capellano et Durando filio Letardi et aliis pluribus et ut sui domini aratra ab omnibus serviciis sint quieti.

- 135 Charter of William II de Ferrers granting Geoffrey of Okeover Great and Small Hayfield for the service of one fifteenth of the service of one knight. 1217 × 1224

ORIGINAL: DRO D231M/T375. Writ small document folded at the bottom with a seal tag inserted but without the seal.

CARTULARY: OC fol. 32<sup>v</sup>(iii).

CALENDARED: 'Golob', no.162, from OC.

*Carta W' de Ferrar' fact' Galf' de Acovre de Magna Heyfeld et Parva Heyfeld.*

Sciant omnes presentes et futuri quod ego Willelmus de Ferraris comes Derby dedi et concessi et hac presenti carta mea confirmavi Galfrido de Acovre et heredibus suis pro homagio et servicio suo magnam heyfeld et parvam heyfeld cum omnibus pertinenciis suis cum communa pastura inter has divisas scilicet inter rivulum de Kunderwodebroc et Kunderwodebrocheshenet<sup>86</sup> et a Holmewodebroc usque Holmewodebrocheshenet et husbota et haybota infra has divisas per visum forestariorum meorum Et boscum quod est inter duas heyfeldes dedi predicto Galfrido et heredibus suis ad faciendum inde parcum ad voluntatem suam Tenend'

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<sup>85</sup> WO says litera concessionis

<sup>86</sup> Original.

de me et de heredibus meis ille et heredes sui libere et quiete et solute. Faciendo inde mihi et heredibus meis quindecimam partem servicii feodi unius militis pro omni servicio ad me vel ad heredes meos pertinente Hiis testibus Ranulpho filio Nicholai tunc seneschalli Acelin de Tichemers Roberto de Campan' Rogero de Rideware Waltero de Ridewar Henrico filio Nicholai Galfrido Selueyn et multis aliis.

- 136 Quit claim by William II de Ferrers in favour of Robert I of Okeover in respect of the suit of court Robert owes the hundred of Sutton for his vill of Atlow. 1226 × 1231

CARTULARY: OC fol. 33<sup>r</sup>(i).

*Quiet' clamac' Willelmi de Ferrar' fact' Roberto de Acovre de iudic' ad hundred de Sutton.*

Sciunt presentes et futuri quod ego Willelmus de Ferraris comitus Derby quietum clamavi Roberto de Acovre et heredibus suis de me et heredibus meis imperpertuum iudicem quem mihi debuit ad hundredum meum de Sutton de villa sua de Attelowe Ita quod ego nec heredes mei de predicto Roberto nec de heredibus suis predictum iudicem decetero exigere non poterimus Et ut hec mea quieta clamacio firma sit et stabilis huic scripto sigillum meum apposui Hiis testibus Nicholao priore tunc Tutesbury Roberto de Esseburn tunc seneschalo Norman Paunton Leodeg de Diva Willelmo de Stretton magistro Connard de Etewell Roberto de Munthay Roberto clerico et aliis.

- 137 William II de Ferrers grants Ralph II of Okeover the mill at Edricheshay and other land for a fifteenth part of the service of one knight. 1217 × 1220

CARTULARY: OC fol. 33<sup>r</sup>(ii).

CALENDAR: 'Golob', no.163.

*Cart' W' de Fer' fact' Radolpho de Acovre de molend' de Edricheshay.*

Sciunt omnes presentes et futuri quod ego Willelmus de Ferrers comes Derb(y) dedi et concessi et hac presenti carta mea confirmavi Radolpho de Acovre et heredibus suis pro homagio et servicio suo molendinum de Edricheshay cum pertinenciis suis et cum tota sequela sua de Alton et de Edricheshay et quatuordecim acras terre quas Robertus filius Omet tenuit et novem acras quas la Walquem tenuit super terram quam Robertus filius Omet tenuit et decim acras que iacent inter terram Roberti filii Omet et le Hurst super Riwlum qui descendit

de Kardelowe Tenend' et habend' de me et heredibus meis illi et heredibus suis in feodo et hereditate libere pacifice et solute. Faciendo inde mihi et heredibus meis servicium quintedecime partis servicii unius militis pro omnibus ad me vel ad heredes meos pertinentibus Hiis testibus Bartholomeo tunc Priore Totsbury Radolpho filio Nicholai tunc Senescallo meo Roberto de Campana Hugone de Meleburn Serlone de Grendon Rogero de Ridewar Roberto filio de Onerardi Willelmo Basset Galfrido de Becko et aliis pluribus.

- 138 Ralph son of Philip of Rocester grants Robert I of Okeover three acres of meadow in Wetmore for the rent of a penny a year and for which Robert paid him four marks. 1220 × 1235

CARTULARY: OC fol. 33<sup>r</sup>(iii).

*Cart' Rad'i fil' Philippi de Roucestr fact' Rod' de Acovre de tribus acris prati territorio de Wihmer.*

Sciant omnes presentes et futuri quod ego Radolphus filius Philippi de Roucestr' concensu et assensu Cecilie uxoris mee dedi et concessi et hac presenti carta mea confirmavi Roberto de Acovre et heredibus suis sive assignatis tres acras prati in territorio de Wihmere cum omnibus pertinentiis suis Illas scilicet quas cepi in libero maritagio cum dicta Cecilia uxore mea per easdem divisas per quas dictum pratum tenui pro homagio et servicio suo. Tenend' et habend' de me et heredibus meis sibi et heredibus suis sive assignatis in feudo et hereditate libere et quiete cum omnibus libertatibus et liberis communis dicto prato pertinentibus. Solvendo inde annuatim mihi et heredibus meis unum denarium ad festum sancti Oswaldo pro omni servicio et consuetudine et seculari exactione mihi vel heredibus pertinente Salva decima dicti prati sancte ecclesie pertinente Ego vero et heredes mei totum dictum pratum cum pertinentiis dicto Roberto de Acovre et heredibus suis sive assignatis contra omnes imperpetuum warrantizabimus Om(ni) pro hac donacione concessione et confirmacione dedit mihi predictus Robertus .iiij<sup>or</sup>. marcos argenti ad ingressum. Ut autem hec mea donacio et concessio rata et stabilis imperpetuum permaneat presentem cartam sigilli mei munimine roboravi Hiis testibus Rogero de Wednisl' Willelmo de Leya Rogero de Uudeh' Gilbert de Stretton Willelmo de Melebu(m) Radolpho de Wytemere Hugone Gulloc et aliis.

- 139 Elena former wife of Robert of Ashbourne grants Hugh II her brother the vill of Callow which Hugh had granted to her in free marriage. 1253 × 1269

CARTULARY: OC fol. 33<sup>v</sup>(i).

PRINTED: 'WO', no.40B, pp.149-150 from OC.

*Quiet' clam' Elene quondam uxoris Roberti de Esseburn fact' Hugone de Acovre de Caldelowe.*

Omnibus presens scriptum visuris vel audituris Elena quondam uxor Roberti de Esseburn salutem in domino Noveritis me in viduitate mea et ligia potestate mea relaxasse et quietum clamasse de me et heredibus meis Hugoni de Acovre fratri meo et heredibus suis villam de Caldelowe cum omnibus pertinenciis suis sine aliquo retenemento quam villam predictus Hugo dedit me in liberum maritagium cum Roberto de Esseburn Ita scilicet quod nec ego nec heredes mei nec aliquis nomine meo in predicta villa de Caldelowe cum omnibus pertinenciis sicut predictum est pro aliquo i(ur)e vel clamio quod habui vel habere potui in ea decetero ad exigere poterimus In cuius rei testimonium huic presenti scripto sigillum meum apposui Hiis testibus domino Willelmo de Apporteyn domino Willelmo de Venables Henrico de Alsop Roberto de Wednisleg domino Sampson capellano de Wyrkesworth Hugone de Bentleg Roberto de Fenton et aliis

140 Final concord between Hasculf Cernet and Robert I of Okeover concerning six bovates of land in Stretton by which Hasculf quit claimed the land to Robert who paid him twelve marks. 1227

CARTULARY: OC fol. 33<sup>v</sup>(ii).

*Hec est final' concordia inter Hascalphum Cervet pet' et Robertum de Acovre ten' de sex bov' terre in Stretton.*

Hec est finalis concordia facta in curia domini Regis apud Westmonsterium die Pasche in quindecim dies anno regni Regis Henricus filius Regis Johannis undecimo coram ipso domino rege Huberto de Burgo comite de Kanc tunc justiciario Anglie Martino de Patishall Thoma de Hayden Willelmo de insula iusticiariis et aliis domini regis fidelibus tunc ibi presentibus inter Hasculfum Cernet petentem et Robertum de Acovre tenentem de sex bovatis terre cum pertinenciis in Stratton un(de) placitum fuit inter eos in eadem curia Scilicet quod idem Hasculfus remisit et quietum clamavit de se et heredibus suis eidem Roberto et heredibus suis totum jus et clamium quod habuit ut habere potuit in tota predicta terra cum pertinenciis imperpetuum et pro hac remissione quieta clamancia fine et concordia predictus Robertus dedit eidem Hasculfo .xii. marcos argenti.

141 Final concord between Peter son of Ralph and Alice his wife petitioners and Hugh I of Okeover defendant whereby Hugh recognised sixteen bovates in Callow as being the right of Peter and

Alice who granted the said land to Hugh for an unmewed hawk or two shillings annually. 21 April 1203

CARTULARY: OC fol. 34<sup>r</sup>(i).

CALENDAR: *DFE*, no.23.

*Hec est final' concord' inter Petrum fil' Rad'i et A' uxorem suam pet' et Hugonem de Acovre ten' de .xvj. bovatis terre in Caldelowe.*

Hec est finalis concordia facta in curia domini Regis apud Westminster a die pasche in quindecim dies anno regni Regis Johannis quarto coram G filio Petri Ricardo de Hened Simone de Pateshill Eustac de Fantillege Johanne de Gefthinges Godofrey de Insulis Waltero de Merping justiciariis et aliis baronibus domini Regis tunc ibi presentibus inter Petrum filium Radolphi et Aliciam uxorem suam petentem per Willelmum de Dufftun positum loco eorum ad lucrandum vel perdendum et Hugonem de Acovre tenentem de sexdecim bovatis terre cum pertinenciis in villam de Caldelawe un(de) placitum fuit inter eos in prefatam curiam scilicet quod predictus Hugo recognovit totam predictam terram cum pertinenciis e(ss)e jus et hereditatem ipsius Alicie et pro hac recognicione et iure et concordia predicti Petrus et Alicia concesserunt predicto Hugone et heredibus suis predictam terram cum pertinenciis Habendam et tenendam de eis et de heredibus Alicie annuatim reddendo unum sperverum sor(um) vel duos solidos ad festum sancti Jacobi pro omni servicio salvis domini regis serviciis et consuetudinibus que terra illa debet et solet facere ad manerium de Wirkeworde que prefatus Hugo et heredes sui aquietabunt versus dominum Regem pro predicta Alicia et heredibus suis.

142 Final concord between Robert I of Okeover and Ligerius of Dive and Agatha his wife and William of Stretton and Joanna his wife concerning common pasture in the wood called the Rough lying between Atlow and Bradley. 4 May 1226

CARTULARY: OC fol. 34<sup>r</sup>(ii).

PRINTED: *Kniveton*, no.5.

CALENDAR: *DFE*, no.70.

*Hec concordia inter Robertum de Acovre qr' et Ligerium de Diva et alios de communa pasture in Atelowe.*

Hec est finalis concordia facta in curia domini Regis apud Westm(inster) a die Paschi in quindecim dies anno regni Regis Henrici filii Johannis decimo coram

Martino de Paterhill Thoma de Mileton Thoma de Herden Roberto de Leyinton Galfrido le Sauvage Warino filio Joel justiciariis et aliis domini regis fidelibus tunc ibi presentibus inter Robertum de Acovre querentem et Ligerium de Diva et Agatham uxorem eius et Willelmum de Stratton et Johannam uxorem eius per Johannem de Ome ponitum loco ipsius Agathe ad lucrandum vel perdendum et Walterum de Seyton \[----]/<sup>87</sup> ponitum loco ipsius Johanne ad lucrandum vel perdendum de communa pasture in Attelowe scilicet in illo bosco de Ruggé qui est inter Attelowe et Bradelegh unde idem Robertus questus fuit quod predicti Ligerus et Agatha Willelmus et Johanna iniuste occupaverunt predictam pasturam in Attelowe desicut idem Robertus nullam communam habuit in terra eorumdem Ligeri et Agathe Willelmi et Johanne in Bradelgh nec servicium ei fecerunt quare communam habere debuerint et unde placitum fuit inter eos in eadem curia S(cilicet) quod predictus Robertus quantum ad eum et heredes suos pertinet recognovit et concessit predictis Ligeri et Agathe Willelmo et Johanne predictam communam pasture in predicto bosco de Ruggé qui est inter Attelowe et Bradelgh quam ipsi clamaverunt versus eum exceptis quatuor insulis qui sunt super Sculebroc in quibus ipsi Ligerus et Agatha Willelmus et Johanna vel heredes ipsarum Agathe et Johanne nullam communam habebunt Ita quidem Ligerus et Agatha Willelmus et Johanna et heredes ipsarum Agathe et Johanne et omnes homines eorum de Bradelegh libere et quiete habeant communam herbagii et pessone in predicto bosco et estonaria rationabiliter ad edificandum et comburendum et ad sepes claudendas per visum proprii forestarii ipsorum Ligeri et Agathe Willelmi et Johanne et heredum ipsarum Agathe et Johanne quamvis forestarii ipsius Roberti vel heredum suorum presentes non fuerint Salva eidem Roberto et heredibus suis et omnibus hominibus suis de Attelowe tota communa sua in eodem bosco eodem modo quo predictum est per visum forestarii ipsius Roberti et heredum suorum quamvis forestarii eorumdem Ligeri et Agathe Willelmi et Johanne et heredum suorum presentes non fuerint Et pro hac recognicione concessione fine et concordia predicti Ligerus et Agatha Willelmus et Johanna concesserunt et quietum clamaverunt de se et heredibus ipsarum Agathe et Johanne ipsi Roberto et heredibus suis totum residuum bosci de Ruggé quod se extendit versus Folwode infra metas et divisas subscriptas scilicet a ducto qui vocatur Merebroc ascendendo per Uleclogh in Rigweye et de Rigweie descendendo per quercum que vocatur Schutok usque in rivulum descendentem propinqui(us) in Schulbroc subtus molendinum de Attelowe Ita quod bene licebit eidem Roberto et heredibus suis de toto eodem bosco dare et vendere infra ipsas divisas et omnimoda commoda sua facere sine aliquo impedimento vel contradictione Salva predictis Ligeri et Agatha Willelmo et Johanna et heredibus ipsarum Agathe et Johanne communa pessone et herbagii

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<sup>87</sup> Unreadable.

in eodem bosco et in tota illa landa qua vocatur Smetheholaunde in illa landa propinquore Wildismarerfolde versus Attelowe sicut fossata condonant exceptis terris Walteri Coco et Henrici de Attelowe que sunt infra easdem divisas et in quibus ipsi Ligerus et Agatha Willelmus et Johanna vel heredes ipsarum Agathe et Johanne nullam communam habere deb(e)nt Ita tunc quod predictus Robertus vel heredes sui predictum boscum claudere vel assartare non poterunt.

- 143 Final concord between Hugh II of Okeover and Nicholas de Vernon of Southworth and Joanna his wife concerning a market three carucates of land fifty acres of wood and a mill in Snelston whereby Nicholas and Joanna resigned and quit claimed all the holdings to Hugh who paid them forty-five marks. 21 January 1258

CARTULARY: OC fol. 34<sup>v</sup>(i).

CALENDAR: *DFE*, no.279.

*Hec est concord' fact' inter Hug' de Acovre qu' et Nich' de Vernun de Swerth et Joh' uxorem eius de fore de .iij. car' terre et .L. acr' bosci et .j. molendino.*

Hec est finalis concordia facta in curia domini Regis apud Derbi in Octabum sancti Hilarii anno regnis Regis Henrici filii Regis Johannis quadraginta secundo coram Johanne Abbate de Burgo Sancti Petri Petro de Percy Johanne de Winll iusticiariis itinerantibus et aliis domin(o) reg(i) fidelibus tunc ibi presentibus inter Hugonem de Acovre querentem et Nicholaium de Wernun de Swrth et Johannam uxorem eius de foro de tribus carucatis terre quinquaginta acris bosci et uno molendino cum pertinenciis in Snelliston unde placitum omne(m) co(ntencion)is su(m)mo(nit)is fuit inter eos in eadem curia Scilicet quod predicti Nicholaius et Johannes [*sic*] remiserint et quietum clamav(er)int de se et heredibus suis predicto Hugoni et heredibus suis totum jus et clamium quod habuerunt in predictis tenementis cum pertinenciis imperpetuum Et pro hac remissione et quiete clamacione fine et concordia idem Hugo dedit predictis Ricardo et Johanne quadraginta et quinque marcas argenti Et sciendum quod predicti Nicholaus et Johanna omnia munim(ent)a que ipsi habuerunt de predictis tenementis reddiderunt predicto Hugoni in eadem curia.

- 144 Final concord between Geoffrey of Okeover and his wife Matilda and William of Montgomery concerning boundaries and common rights between Snelston and Cubley. 25 June 1232

CARTULARY: OC fol. 35<sup>r</sup>(i).

*Hec est concordia inter G' de Auovre et M' uxorem eius qr' et Will' de Mungomery def' de rationabilibus divisis.*

Hec est finalis concordia facta in curia domini Regis apud Notingham in crastino sancti Johannis Baptisti anno regni Regis Henrici filii Regis Johannis sextodecimo coram Stephano de Segane Adam de novo Mercato Willelmo de Eboraco Willelmo Basset li<sup>88</sup> Roberto de Schardlawe magistro Rogero de Rancelupo et Willelmo de Insula iusticiariis itinerantibus et aliis domini regis fidelibus tunc ibi presentibus inter Galfridum de Acovre et Matildam uxorem eius querentes et Willelmum de Mungumery impediendum de rationabilibus divisis faciendis inter terram predictorum Galfridi et Matilde in Snelliston et terram predicti Willelmi in Culbeleye unde iidem Galfridus et Matilda questi fuerunt quod predictus Willelmus plus traxit ad feodum suum quam ad eum pertinebat habendum Et unde placitum fuit inter eos in eadem curia scilicet quod tota terra cum pertinenciis omnibus in boscis in planis infra metas et divisas sub scriptas versus manerium de Snelliston remanet eisdem Galfrido et Matilde et heredibus eorum scilicet de Caldewelli per ductum aque descendente iuxta boscum Johannis filii Herberti usque ad Steneriford et de Steneriford usque ad Achewodebroc ascendendo usque ad trenchyam quam idem Willelmus ibidem fieri fecit et per illam trenchyam usque ad quercum amputatam que est divisa inter eosdem Galfridum et Matildam et Willelmum et de illa quercu per trenchyam qua incepta est ad fossandum usque ad Holiwellesiche ascendendo propre Windrohc et de Wyndroc per trenchiam usque ad Holdeyclouhened Ita quod ipsi Galfridus et Matilda et heredes eorum assartare poterunt et claudere pro voluntate sua triginta acras terre mesuratas per perticatam .xx. pedum infra easdem divisas de quibus contencio fuit inter eos et predictum Willelmum sine aliqua communa quam ipse Willelmus vel heredes sui in eisdem triginta acris terre habere possunt. Salva tunc eidem Willelmo et heredibus suis et hominibus suis de Cubbeleg communa sua pasture per totum manerium de Snelliston extra parcum quem habuit clausum die quo hec concordia facta fuit. Et salvis eidem Willelmo et heredibus suis et hominibus predictis de Culbeleg porcis eorum de proprio incremento de Culbeleg quietis de pannagio in boscis de Snelliston extra parcum de Snelliston clausum die quo hec concordia facta fuit sine agistamento Et si forte contigerit quod ipse triginta acre terre incolte iacerunt vel non fuerint clause quamdiu sic iacuerunt habebunt iidem Willelmus et heredes sui et homines predicti ibidem comunam suam in tota terra cum omnibus pertinenciis ex alia parte predictarum divisarum que est versus Culbeleg in boscis et planis remanet eidem Willelmo et heredibus suis quietam imperpetuum Ita quod ipse Willelmus et heredes sui assartare poterunt et claudere pro voluntate sua totam illam partem ex alia parte ipsarum divisarum unde contencio fuit inter

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<sup>88</sup> Uncertain.

eos Salva eisdem Galfrido et Matilde et heredibus eorum et hominibus eorum de Snelliston communa sua pasture usque in manerio de Culbeleg extra parcum de Culbeleg clausum die quo hec concordia facta fuit Et Salvis eisdem Galfrido et Matilde et heredibus eorum et hominibus predictis de Snelliston porcis eorum de proprio incremento suo de Snelliston quietis de pannagio in boscis de Culbeleg extra parcum clausum die quo hac concordia facta fuit sine agistamento Et si forte contigerit quod illa pars terra que iacet ex alia parte ipsarum divisarum versus Culbeleg de qua contencio fuit inter eos et que ipsi Willelmo et heredibus suis remanet inculta iacerit vel clausa non fuerit iidem Galfridus et Matilda et heredes eorum et homines predicti de Snelliston habebunt ibidem communam suam quamdiu sic iacuerint.

- 145 Final concord between Hugh II of Okeover and William of Audley and Clemence his wife concerning Hugh's right to free chase in the park at Blore and free common on the land of William and Clemence. 22 November 1247

CARTULARY: OC fol. 35<sup>v</sup>(i).

*Hec est final' concord' facta inter Hug' de Acovre cur' et Will' de Aldedeleye et Clemenciam uxorem eius def' de libera chasia in parco de Blore. (Duo dame in Blore park)*<sup>89</sup>

Hec est finalis concordia facta in curia domini Regis apud Lichfeld in crastino purificationis beate Marie anno regni regis Henrici trecesimo secundo coram Rogero de Thurkelby Gilberto de Preston Simon de Wanton et Johanne de Colleham justiciariis itinerantibus et aliis domini regis fidelibus tunc ibi existentibus inter Hugonem de Acovre querentem et Willelmum de Aldedeleye et Clemenciam uxorem eius deforc(ientes) per Robertum de Waterfal positum in loco ipsius Clemencie ad lucrandum vel perdendum de libera chasia quam idem Hugo clamabat habere in parco ipsorum []<sup>90</sup> [Willelmi] et Clemencie in Blore Et inter eundem Hugonem quer(erentem) et predictos Willelmum et Clemenciam deforc(ientes) de communa pasture quam idem Hugo clamabat habere ubique in pastura et in terra ipsorum Willelmi et Clemencie in eadem villa et unde placitum fuit inter eos in eadem curia. Scilicet quod predictus Hugo remisit et quiet(e) clamavit de se et heredibus suis predictis Willelmo et Clemencie et heredibus ipsius Clemencie totum jus quod habuit exigendi jus et clamium quod habuit in predicta chasia quam exigebat habere in predicto parco imperpetuum Et praeterea Hugo rem(isit) et quiete clamavit de se et heredibus suis predictis

<sup>89</sup> Appears written in a later hand at the head of fol. 36<sup>r</sup>.

<sup>90</sup> Manuscript Hug(onis).

Willelmo et Clemencie et heredibus ipsius Clemencie totum jus et clamium quod habuit exigendi aliquam communam pasture in terra ipsorum Willelmi et Clemencie Et similiter idem Hugo remisit et quiet(e) clamavit de se et heredibus suis predictis Willelmo et Clemencie et heredibus ipsius Clemencie totum jus et clamium quod habuit exigendi aliquam communam pasture in terris ipsorum Willelmi et Clemencie in predicta villa que frussite fuerunt die quo hec concordia facta fuit praeterquam post fena levata et blada asportata in quibus idem Hugo et heredes sui tunc habebunt communam pasture imperpetuum Et pro hac remissione et quiete clam(acione) predicti Willelmus et Clemencia concesserunt pro se et heredibus ipsius Clemencie quod predictus Hugo et heredes sui sine contradictione vel impedimento ipsorum Willelmi et Clemencie et heredum ipsius Clemencie decetero quolibet anno possint capere in predicto parco unam damam in fermisona inter festum sancti Martini et pur(ificationem) beate Marie et unum damum in pinguedine inter festum sancte crucis in Mayo et festum sancte crucis in Septembri imperpetuum Ita quod predictus Hugo et heredes sui intrabunt in predictum parcum ad predictas bestias capiendas cum tribus arcubis et duobus canibus sine contradictione vel impedimento predictorum Willelmi et Clemencie et heredum ipsius Clemencie Ita quod qualemcumque bestiam tempore pinguedinis vel fermisone bersaverint vel cum predictis canibus ceperint illa bestia eis remanebit et si fit in fermisona allocabitur eis pro dama et si fit in pinguedine allocabitur eis pro damo et quamcumque bestiam ibidem bersaverint bene licebit eis eam sequi quousque illam ceperint Et non licebit eisdem Willelmo et Clemencie vel heredibus ipsius Clemencie bestias suas in predicto parco destruere quominus idem Hugo et heredes sui possint capere predictas bestias sicut predictum est imperpetuum. Et praeterea predicti Willelmus et Clemencia concesserunt pro se et heredibus ipsius Clemencie quod predictus Hugo et heredes sui et homines sui de Swinescho habeant communam pasture ad omnia et omnimoda averia sua ubique in pastura ipsorum Willelmi et Clemencie in Blore et similiter in terris arrabilibus et parcis suis in eadem villa post fena levata et blada asportata Ita quod non licebit predictis Willelmo et Clemencie vel heredibus ipsius Clemencie decetero a(liquo)d de pastura in eadem villa frissur<sup>91</sup> sine licensia et voluntate predicti Hugonis et heredum suorum nec licebit eidem Hugoni vel heredibus suis aliquam partem pasture decetero frussire vel excolere sine licensia et voluntate predictorum Willelmi et Clemencie imperpetuum Et praeterea predicti Willelmus et Clemencia rem(iserunt) et quiete clam(averunt) de se et heredibus ipsius Clemencie predicto Hugoni et heredibus suis dimidiam marcam annui redditus quem redditum predicti Willelmus et Clemencie prius percipere solebant de predicto Hugone de medietate feodi unius militis quam de predicto Willelmo et Clemencia tenet in predicta villa de Swinescho Ita quod idem Hugo et heredes sui decetero nunc reddant per annum

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<sup>91</sup> Latin *frussire*.

predictis Willelmo et Clemencie et heredibus ipsius Clemencie pro predicto tenemento n[ec] viginti solidos per annum pro omni servicio consu(e)tudine exactione ut prius reddere solebat duas marcas per annum Et praeterea predicti Willelmus et Clemencia dederunt predicto Hugoni quinque marcas argenti.

- 146 Final concord between Nicholas son of Hugh of Brediston and Joanna his wife with Baldwin of Brediston and Katherine his wife concerning three carucates, fifty acres of wood and a mill in Snelston whereby Baldwin and Katherine recognised these to be the right of Nicholas and in return Nicholas granted Baldwin and Joanna a carucate of the land he held in Charlardeston. 8 July 1254

CARTULARY: OC fol. 36<sup>v</sup>(i).

CALENDARED: *DFE*, no.246.

*Snelleston Hec est concord' inter Nich' fil' Hugonis de Breydeston et Johannam uxorem eius quer' et Baldwynum de Breydeston et Katerinam uxorem eius imped de .iii. car' terre et .L. acris bosci et uno molendino in Snelleston.*

Hec est finalis concordia facta in curia domini regis apud Westm(inster) a die sancti Johannis baptisti in quindecim dies anno regni Regis Henrici filii Regis Johannis trecesimo octavo coram Rogero de Thurkelby Gilberto de Preston magistro Symon de Wanton Alano de Watsaund Egidio de Erdington et Willelmo Trussel justicariis et aliis domini Regis fidelibus tunc ibi presentibus inter Nicholaum filium Hugonis de Bredyston et Johannam uxorem eius quer(entem) et Baldewynum de Breydeston et Katerinam uxorem eius imped(imentem) de tribus carucatis terre quinquaginta acris bosci et uno molendino cum pertinenciis in Snelleston unde placitum warante carte summonitum fuit inter eos in eadem curia Scilicet quod predicti Baldewynus et Katerina recogn(overunt) predicta tenementa cum pertinenciis ut iudicamentis homagiis serviciis liberorum hominum villenagis wardis releviis escaetis boscis pratis pasturis assartis aquis molendinis et omnibus aliis rebus ad predicta tenementa pertinentibus sine aliquo retenimento esse jus ipsius Nicholai ut illa qua idem Nicholaus et Johanna hab(ueru)nt de dono predictorum Baldewyni et Katerine Habend' et tenend' eisdem Nicholao et Johann[e] et heredibus ipsius Nicholai de predictis Baldwyno et Katerina et heredibus ipsius Katerine imperpetuum faciendo inde capitalibus dominis feodi illius pro predictis Baldewyno et Katerina omnia servicia que ad predicta tenementa pertinent Et predicti Baldewynus et Katerina et heredes ipsius Katerina warant' predictis Nicholao et Johann[e] et heredibus ipsius Nicholai predicta tenementa cum pertinenciis per predicta servicia contra omnes homines imperpetuum Et pro hac recognicione war(anticione) fine et

conc(essione) idem Nicholaus dedit et concessit predictis Baldewyno et Katerine unam carucatam terre cum pertinenciis cum prato in Chalardeston. Scilicet quicquid idem Nicholaus ten(uit) in eadem villa die quo hec concordia facta fuit sine aliquo retenemento Habend' et tenend' eisdem Baldewyno et Katerine et heredibus quos idem Baldewynus de predicta Katerina procreaverit de Nicholao et heredibus suis imperpetuum. Faciendo inde capitalibus dominis feodi illius pro predicto Nicholao et heredibus suis omnia servicia que ad predictam terram pertinent que eis per istum finem remanet Et predictus Nicholaus et heredes sui warant' predictis Baldewyno et Katerine et heredibus quos idem Baldewynus de predicta Katerina procreaverit predictam terram cum pertinenciis que eis per istum finem remanet per predicta servicia sicut predictum est contra omnes homines imperpetuum Et si ita conting(erit) quod predicti Baldewynus et Katerina obierint sine herede quem idem Baldewynus de predicta Katerina procreaverit predicta terra cum pertinenciis in Charladeston post decessum ut(riu)sque ipsorum Baldewyni et Katerine revertet(ur) ad predictum Nicholaum et heredes suos quiet(e) imperpetuum.

- 147 Final concord between Richard of Okeover and his brother Robert II of Okeover concerning the suit of court owed to John of Verdon in respect of the free tenancy Richard holds at Sheen whereby Robert quits Richard of the service owed and Richard pays Robert twelve marks of silver. 19 July 1272

CARTULARY: OC fol. 36<sup>v</sup>(ii).

*Hec est final' concord' inter Ricardum de Aucoure et Robertum de Acovre de servicio.*

Hec est finalis concordia facta in curia domini Regis apud Lichefeld a die sancte Trinitatis in unum mensem anno regni Henrici filii Regis Johannis quinquagesimo sexto coram Radolphi de Hengham Henrico de Monteforti Thoma Trenet et Waltero de Hopton justiciariis itinerantibus et aliis domini regis fidelibus tunc ibi presentibus inter Ricardum de Acovre quer(entem) et Robertum de Acovre de hoc quod idem Robertus acquietet ipsum Ricardum de servicio quod Johannes de Verdon ab eo exigit de libero tenemento suo quod de predicto Roberto tenet in Schene Scilicet de medietate manerii de Schene Et unde idem Ricardus questus fuit quod pro defectu ipsius Roberti distringebatur quod faceret sectam ad curiam ipsius Johannis apud Auueton de tribus septimanis in tres septimanas pro dicto tenemento de qua secta idem Robertus qui medius est inter eos ipsum acquietare debet Et unde placitum fuit inter eos in eadem curia scilicet quod predictus Robertus recognovit et concessit pro se et heredibus suis quod ipsi decetero acquietabunt et defendent predictum Ricardum et heredes suos de predicta secta

imperpetuum Et pro hac recognicione concessione fine et concordia idem Ricardus remisit et quiete clamavit de se predicto Roberto omnia dampnia que dicebat se habuisse occasione predictae distrincionis usque ad diem quo hec concordia facta fuit Et praeterea idem Ricardus dedit predicto Roberto duodecim marcas argenti.

- 148 Agreement between Laurence abbot and the convent of Burton and Hugh II of Okeover concerning the tithes and necessaries to be provided in the territories of Okeover and Sheen whereby Hugh agrees to pay four shillings annually and he and the parishioners would provide help with the necessaries. 16 April 1247

CARTULARY: OC fol. 38<sup>v</sup>(i).

PRINTED: 'Anglesey', no.103, pp.42-43.

Cum literis esset mota inter Laurencium abbatem et conventum Burton ex una parte et Hugonem de Acover militem ex altera coram precentore[m] et supprior[e] ecclesie Cathedralis \gerentibus vices archid' de Coventr/ et priorem de Roucestr iudicu' a domino Fi'<sup>92</sup> delegatorum super decimis turbarie bruarie nec non et pasture vendite in territorio de Schena et Akov(er)a et super eo eidem dicti Abbas et conventus dicebant quod prefatus Hugo miles debet huic iur(i) nessessaria in capellis dictarum villarum videlicet libros vestimenta et cetera ornamenta ad divinorum ministracionem pertinentem operiendo etiam naves et cancella dictarum capellarum Tandem l(ite)ris amicabiliter conquieverit Scilicet prenominatus Hugo miles et heredes sui pro dictis decimis turbarie bruarie nec non et pasture vendite vel vendende in territoriis de Schene et Acovre quatuor solidos annuatim persolvent imperpetuum predictis abbati et conventui ad duos anni terminos videlicet in ascensione domini duos solidos et in purificatione beate Marie duos solidos. Ita scilicet quod dicti Abbas et conventus et eorum successores a domino Hugone milite seu eius successoribus pro dictis decimis turbarie bruarie nec non et pasture vendite vel vendendi in territoriis dictarum villarum plusquam dictos quatuor solidos numquam exigere memoratur etiam Hugo et heredes sui nec non et ceteri parochiani navi dictarum villarum suvenient libros vestimenta et alia ornamenta ad divinorum ministracionem nessessaria in dictis capellis et naves et cancella operient ad hec igitur omnia fideliter imperpetuum observanda in sigilla percuus una cie signis predictorum iudicum scriptis huic inde confectis alternatim sunt appensa. Hiis testibus magistro Rad(olph)o de Chadd archideacon' Cestrie Joh(ann)e Rector ecclesie de Aschborne domino Roberto Aschebourne domino Willelmo de Venables magistro Reginaldo de Tene Thom' rectore ecclesie

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<sup>92</sup> Uncertain.

de Thorp Willelmo vic' de Bromleye Roberto de Thorp Rogero de Wodehouses  
Henr(ico) vic' de Ilum et aliis . Actum anno gracie m cc quadragesimo septo die  
marc .xx. post annunciationem beate virginis.

- 149 Hugh II of Okeover grants Richard of Draycott all his lands enclosed  
in the vill of Calton for the rent of a penny at Pentecost for which  
Richard paid him twenty marks beforehand. 1241 × 1269

ORIGINAL: DRO D231M/T322.

CARTULARY: OC fol. 39<sup>r</sup>(i).

PRINTED: 'WO', no.37 pp.147-148.

*Calton carta Ricardi de Draycote.*

Sciant presentes et futuri quod ego Hugo de Acovre dedi concessi et hac presenti  
carta mea confirmavi Ricardo de Draycote et heredibus suis sive assignatis et  
eorum heredibus pro homagio et servicio suo totam terram quam habet in villa de  
Calton cum hominibus et omni eorum sequela et omnibus pertinenciis suis infra  
predictam vill(am) et extra Habend' et tenend sibi et heredibus suis sive assignatis  
et eorum heredibus in feodo et hereditate libere quiete pacifice honorifice integre  
plenary cum om(ni)b(us) pertinenciis suis libertatibus aysiamenis et communis  
et omnibus persicuis ad predictam terram pertinentibus. Redd' inde annuatim  
michi et heredibus meis ipse et heredes sui vel assignati vel eorum heredes unum  
denarium ad pent' pro omni servicio exac(tione) et demanda ad me vel ad heredes  
meos pertinentibus Salvo servicio forinceco domini Regis Et sciendum est quod  
predictus Ricardus nec heredes sui nec assignati nec eorum heredes aliquam  
sectam facient ad curiam meam de Acovre racione dicte terre Pro hac autem  
donacione concessione dedit mihi predictus Ricardus [----]<sup>93</sup> viginti marcas argenti  
premanibus Ego vero et heredes mei predicto Ri(cardo) et heredibus suis sive  
assignatis et eorum heredibus predictam terram cum omnibus pertinenciis suis  
contra omnes homines et feminas warantizabimus acquietabimus et defendemus  
imperpetuum In cuius rei testimonium huic scripto sigillum (meum) apposui hiis  
t(estibus) et c(etera).

- 150 Record of land held by William Wither at Snellesdale in the territory  
of Mayfield held from Tutbury Priory. Fourteenth century

CARTULARY: OC fol. 39<sup>r</sup>(ii).

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<sup>93</sup> Unreadable.

Dominus Willelmus Wyther tent' quoddam wastum quod est inclusum fossata de wasta domini quod cepit statim post festum sancti Johannis baptisti anno regni regis E .xxii. qddm scriptum sirograffat inter ipsum et priorem et coventum in absencia prioris Barth[olome]i qui fuit in partibus transmarinis ad sol [-----]<sup>94</sup> per annum apud Tutt ad festum beati Michaelis.

Item Idem Willelmus tenet unum mes' et quatuor bovatis terre quod Robertus de le Wodehous quondam tenuit in Snellesdale pro .vij. solidos per annum vide[licet] [ad] festum annunciationem beate Marie .iiij. solidos et .vj. d et ad festum sancti Michaelis [.iiii. solidos et] .vj. d. Idem arrabit cum .j. caruc per .j. diem in yeme et per .j. diem in [----]<sup>95</sup> et valet opera cuiuslibet caruc' per diem .iiij. d. p[rae]t[er] cibum. Idem metet per .j. diem cum .ii. homines cum prandio et valet .ij. d. ob pt cibum. Item faciet secta de tribus in tres sept'.

- 151 Continuation of holdings of William Wither very faded. Early fourteenth century.

CARTULARY: OC fol. 39<sup>v</sup>(i).

- 152 Plea of quo waranto against Roger of Okeover concerning his claim to have free warren in his demesne lands of the manor of Atlow as a result of which his rights were confirmed. 2 July 1330

CARTULARY COPY: OC folio 40<sup>v</sup>(i).

Placita de quo waranto coram Willelmo de Herle et sociis suis justiciis domini Regis itinerantibus in comitatu Derb' die lune proxima post festum apostolorum Petri et Pauli. Anno regnis regis Edwardi tertii a conquestu quarto Ro. .v.<sup>96</sup>

Rogerus de Acoure summ(onitus) fuit ad respondend' domino Regi de placito quo waranto clam(at) habere liberam warennam in omnibus dominicis terris suis in manerio de Attelowe et cetera.

Et Rogerus per Willelmum de Donecastre attorn(atum) suum venit et dicit quod dominus Henricus quondam rex Angl' proavus domini regis nunc per cartam quam concessit et confirmavit cuidam Hugoni de Akouere proavo ipsius Rogeri cuius heres ipse est quod ipse et heredes sui imperpetuum habeant liberam warennam in omnibus dominicis terris suis de Attelowe in com(itatu) isto dum tamen terre ille

<sup>94</sup> Faded.

<sup>95</sup> Faded.

<sup>96</sup> Side note: *Warrant pro Atlow*.

non sint infra metas foreste Regis. Ita quod nullus intret terras illas ad fugandum in eis vel ad aliquid capiend(um) quod ad warennam pertineat sine licencia et voluntate ipsius Hugonis vel heredum suorum super forisfacturam Regis decem libr(arum). Et profert cartam predicti E(dwardi) [*sic*] quondam Rex et c(etera) que premissa testatur in forma predicta et c(etera) Cuius dat' est vicesimo die Junii anno regni sui quadragesimo Et eo waranto clam(at) ipse warennam predictam et c(etera).

Et Willelmus de Denum qui sequitur pro rege petit quod inquiretur qualiter predictus Rogerus et antecessores sui a tempore concessionis predictae warene habend' et c(etera) usi sunt warena illa et cetera Jurati dicunt super sacramentum suum quod predictus Rogerus et antecessores sui bene usi sunt warena predicta a tempore concessionis predicti in omnibus prout ad warennam requiritur. Ideo predictus Rogerus quoad warennam predictam ad presens sine die salvo iure Regis et cetera.

153 Plea before the itinerant justices of the King at Derby to investigate whether Roger of Okeover Richard Ditcher and William Carter disseised John de le Mester of his common of pasture in Atlow. 2 July 1330

CARTULARY COPY: OC folio 40<sup>v</sup>(ii).

Placita coram Willelmo de Herle et sociis suis justic' domini Regis itinerantibus apud Derby die lune proxima post festum apostolorum Petri et Puali Anno regni Regis Edwardi tercii a conquestu quarti Ro. .clxvii.<sup>97</sup>

Assisa ven(it) recognoscere si Rogerus de Okovre Ricardus le Dycher de [Hop]ton et Willelmus le Cart de Hopton iniuste et cetera disseis(averunt) Johannem de le Mestre de co(mmun)ia pasture sue in Attelowe que pertinet ad liberum ten(ementum) suum in Bradleye post p(rima)m et cetera. Et unde queritur quod disseisaverunt eum de communia pasture sue scilicet communandi in centum acris more et pasture cum omnimodis averiis suis singlis annis per totum annum et cetera. Et Rogerus venit et alii non ven(erunt) Et de predictis Ricardo et Willelmo man[datur] vic[ecomes] quod non s(u)nt inventi nec aliquid habent et cetera nec habent ballivos et cetera Ideo assisa capiatur versus eos per defaltam et cetera Et Rogerus dicit quod pastura in visu posita non est nisi quinquaginta acre pasture t(otu)m Et dicit quod predictus Johannes injuste tulit assisam ista[m] versus eum. Dicit enim quod ipse est dominus ville de Attelowe in qua ipse clam[at] predictam communiam et cetera. Et quod ipse ratione dominii sui predicti appruavit se de

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<sup>97</sup> Marginal annotation *Derb.*

predicta pastura salvend' predicto Johanni sufficient(em) pasturam pertinentem ad liberum tenementum suum predictum cum libero ingressu et egressu de libero tenemento suo ad pasturam illam Et hoc paratus est verificare et cetera unde petit iudic[amentum] et cetera Et Johannes dicit quod non habet sufficientem pasturam pertinentem ad liberum tenencium suum predictum cum libero et sufficienti ingressu et egressu sicut predictus Rogerus asserit Et hoc petit quod inquiratur per assisam Et Rogerus similiter Ideo capiatur assisa recogn[icionis] de consensu partium Electi dicunt super sacramentum suum quod predictus Johannes habet sufficientem pasturam pertinentem ad liberum tenementum suum predictum set dicunt quod predictus Rogerus et omnes alii per appruimentum predictum artaverunt et retrinxerunt ingressum et egressum ipsius Johannis de libero tenemento suo predicto ad predictam pasturam. Ita quod ipse non habet liberum et sufficientem ingressum et egressum ad communiam predictam Ideo consideratum est quod predictus Johannes recuperet inde seisinam suam per visum recognicionis assise predicte et dampna sua que taxant(ur) per eosdem ad dimidiam marcam Et predictus Rogerus et omnes alii in misericordia et cetera.

Dampna di' marc'.

154 Plea before the itinerant justices of the King to investigate whether Roger of Okeover Richard Ditcher and William Carter had disseised William son of Mathew of Kniveton of his common rights in Atlow.  
2 July 1330

CARTULARY COPY: OC folio 41<sup>v</sup>(i).

Placita coram Willelmo de Herle et sociis suis justic domini Regis itinerantibus apud Derby die lune proxima post festum apostolorum Petri et Pauli anno regni Regis Edwardi tercii post conquestu quarto Ro. .Lx. .vij.<sup>98</sup>

Assisa venit recognoscere si Rogerus de Okovre Ricardus le Dycher de Hopton et Willelmus le Carter de Hopton injuste et cetera disseis(averunt) Willelmum filium Mathei de Kneveton de communia pasture sua in Attelowe que pertinet ad liberum tenementum suum in Bradeleye post p(rima)m et cetera et unde queritur quod disseisaverunt eum de communia pasture sua scilicet comunandi in centum acris more et pasture cum omnimodis averiis suis singlis annis per totum annum et cetera. Et Rogerus venit et alii non venerunt Et de predictis Ricardo et Willelmo le Charter mandatur vicecomes quod non sunt inventi nec aliquid habent et cetera nec habent ballivos et cetera Ideo capiatur assisa versus eos pro defalto et cetera Et Rogerus dicit quod pastura in visu posita non est nisi

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<sup>98</sup> Marginal note *Derb Atlowe comon for Bradley* [something overwritten].

quingenta acris pasture t(otu)m Et dicit quod predictus Willelmus filus Mathei iniuste tulit inde assisam istam versus eum. dicit enim quod ipse est dominus ville de Attelowe in qua ipse clamavit predictam comuniam et cetera Et dicit quod ipse ratione domini sui predicti appruavit se de predicta pasture Salva predicto Willelmo filio Mathei sufficientem pasturam pertinentem ad liberum tenementum suum predictum cum libero ingressu et egressu de libero tenemento suo ad pasturam illam et cetera. Et hoc paratus est verificare et cetera unde petit iudicamentum et cetera Et Willelmus filius Mathei dicit quod ipse non habet sufficientem pasturam pertinentem ad liberum tenementum suum predictum cum libero et sufficiente ingressu et egressu sicut predictus Rogerus asserit Et hoc petit quod inquiratur per assisam Et Rogerus similiter Ideo capiatur assisa recognicionis de consensu partium Electi dicunt super sacramentum suum quod predictus Willelmus filius Mathei non habet sufficientem pasturam pertinentem ad liberum tenementum suum predictum. Et dicunt quod Rogerus et omnes alii per appruamentem predictum artaverunt et restrinxerunt ingressum et egressum predicti Willelmi filii Mathei de libero tenemento suo ad predictam pasturam Ita quod ipse non habet liberum ingressum et egressum ad comuniam predictam. Ideo consideratum est quod predictus Willelmus filius Mathei recuperet seisinam suam per visum recognicionis assise predicte et dampna sua que taxantur per eosdem ad quadraginta solidos Et predictus Rogerus et omnes alii in misericordia et cetera.

Dampna .xl.s.

155 Plea before the itinerant justices of the King to investigate whether Roger of Okeover Richard the Ditcher and William the Carter deseised Roger the Chaplain of Bradley of his common rights in Atlow. 2 July 1330

CARTULARY COPY: OC folio 42<sup>r</sup>(i).

Derb. Assisa venit recognoscere si Rogerus de Okovre Ricardus le Dycher de Hopton Willelmus le Carter injuste et cetera disseisaverunt Rogerum le Chapeleyn de Bradeleye de communia pasture sue in Attelowe que pertinet ad liberum tenementum suum in Bradeleye post p(rima)m et cetera Et unde queritur quod disseisaverunt eum de communia pasture sue scilicet comunandi in centum acras more et pasture cum omnimodis averiis singlis annis per totum annum et cetera Et Rogerus de Okovre venit et alii non venit Et de predictis Ricardo et Willelmo mand(atur) vic(ecomes) quod non sunt inventi nec aliquid habent nec habent ballivos et cetera Ideo assisa capiatur versus eos pro defalto et cetera Et Rogerus de Okovre dicit quod pastura in visu posita non est nisi quingenta acris pasture totum Et quod predictus Rogerus le Chapeleyn injuste tulit assisam

istam versus eum dicit eum quod ipse est dominus ville de Attelowe in qua ipse clamavit predictam communiam et cetera Et dicit quod ipse ratione domini sui predicti appruavit se de predicta pastura salva predicto Rogero sufficienti pastura pertinente ad liberum tenementum suum predictum cum libero ingressu et egressu de libero tenemento suo ad pasturam illam Et hoc paratus est verificare Unde petit indicamentum et cetera Et Rogerus le Chapeleyn dicit quod ipse non habet sufficientem pasturam quantum pertinet ad liberum tenementum suum predictum cum libero et sufficienti ingressu et egressu et cetera sicut predictus Rogerus de Okovre asserit Et hoc petit quod inquiretur per assisam Et Rogerus de Okovre similiter Ideo capiatur assisa recognicionis de consensu partium Electi dicunt super sacramentum quod predictus Rogerus le Chapeleyn habet sufficientem pasturam quantum pertinet ad liberum tenementum suum predictum set dicunt quod predictus Rogerus de Okovre et omnes alii per appruamentum predictum artaverunt et retrinxerunt ingressum et egressum ipsius Rogeri Chapeleyn de libero tenemento suo predicto ad pasturam predictam Ita quod ipse non habet liberum ingressum et egressum ad communiam predictam. Ideo consideratum est quod predictus Rogerus le Chapeleyn recuperet inde seisinam suam per visum recognicionis assise predicte Et dampna sua que taxantur per eosdem ad unam marcam Et predictus Rogerus de Okovre et omnes alii in misericordia et cetera.

Dampna .j. marc’.

156 Plea of the crown concerning the land of Adam the Forester who abjured the kingdom. Snelston, 1330

CARTULARY COPY: OC folio 42<sup>v</sup>(i).

Placita corone coram Willelmo de Herle et sociis suis justiciis domini Regis itinerantibus apud Derb’ anno regni Regis Edwardi tertii a conquestu quarto Anno regni Regis Edwardi avi domini Regis nunc .xiiij. Adam Forestarius de Snelleston posuit se in ecclesiam de Snelleston et ibidem coram coronatore cogn[oscere] se inter fecisse Ranulphum filium Bernardi Jon in parco de la Dale et abiur[asse] regnum Cat’ eius .vij.s. .vj.d. unde j. Bret’ vic . r . Item habuit quamdam partem unius curtelagii et valet per annum .vj.d. unde exitus medij temp(or)is .xxij.s. quam terram Ricardus Foleiaumbe modo tenet ut de iure uxoris sue successione hereditarie post decessum Willelmi de la Launde qui terram illam primo occupavit post abiur[ationem] predictam Ideo respond’ ille . habuit ea[sdem]<sup>99</sup> otto acras terre que valent per annum .viiij.d. et quas tenuit ad terminum vite sue de quodam Roberto de Okovre unde exitus medii temporis .xvij. libr. .xij.s. unde Rogerus de Okeovre qui terram illam modo tenet respond’.

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<sup>99</sup> Uncertain - in the gutter between the pages..

- 157 Indenture of agreement between brother Thomas Larcher and the brothers of the hospital of saint John of Jerusalem and Roger of Okeover concerning rights of commoning in Snelston. 12 August 1330

CARTULARY COPY: OC folio 43<sup>r</sup>(i).

*Hec est indentura inter Fratrem Thomam Larcher priorem hospitalis sancti J' Ierlm et quiet' clam' fact' Rogero de Okovre.*

Hec indentura testatur quod frater Thomas Larcher prior hospitalis sancti Johannis Jer[usa]lem in Anglia et eiusdem domus fratres unanimi consensu relaxaverunt et quietum clamaverunt Rogero de Okovre et heredibus suis imperpetuum totum ius et clamium que habuerunt communandi cum omnimodis animalibus in omnibus terris et tenementis per predictum Rogerum vel antecessores suos de communa pastura approata in Snelleston ante diem confectionis presentis excepta semper et salva dictis priori et fratribus et eorum successoribus comuna sua temporibus quibus predicta terre et tenementa warectata vel frisca et inculta [----]<sup>100</sup> iacebunt. Et pro ista relaxacione et quieta clamantia predictus Rogerus pro se heredibus et assignatis suis concedit et per hanc indenturam confirmat predictis priore et et fratribus et successoribus suis quod ipsi imperpetuum habeant predictam comuniam pasture ad omnimoda averia et animalia in supradictis terris et tenementis quolibet anno tam post blada inde unita quam post blada abinde carriata quousque eadem terre et tenementa iterum seminentur ac etiam singulis annis imperpetuum per totum annum integrum quando eadem terre et tenementa warectata vel frisca et inculta iacere contigerint In cuius rei testimonium sigillum co(n)vent)e dictorum prioris et fratrum et dicti domini Rogeri sigillum huic indenturo mutuo sunt appensa. Dat' apud fontem clericorum iuxta London die .xij. mensis Augusti anno regni Regis Edwardi tercii post conquestum quarto.

- 158 Grant by Queen Isabel the mother of King Edward III to Roger of Okeover of four hundred acres of land at Fairfield in Peak Forest for his life at a rent of ten pounds a year. 7 October 1330

CARTULARY COPY: OC folio 43<sup>v</sup>(i).

Isabelle p(ar) la grace de dieu Reine d'Aengleterre Dame Dyrland et contesse de Pontif a touz ceaux a qi ces lettres vendront salutez Sachetez nous avoir grante tant com en nous est a nostre bien ame mons[ieur] Roger de Okovre quatre centz acres de terre cue les apurtenanyz en Fayrefeld de dains nostre foreste de Peeke la quele terre Johannes de Lutrinton et Johannes de Danyel tenoient de nous avaunt

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<sup>100</sup> There is a hole in the parchment.

ces hures per arrentement nad guerres fait a les cheqe [----] <sup>101</sup> tres ch[er] seignur a qi dieu fates mercy a tenere de nous a tute nostre vie en la manere qe les avaunt ditz Johannes et Johannes [----] <sup>102</sup> la soleint tenir avautes ces hures Dendaunt a nous per an ou a nostre eschequer dis Lyvers de sterlinges as termes de Pasches et de la seint Michael pro ouelles portionns sicomme appertient Et vouloms a grantoms per ces nos lettres qe le dit monsieur Roger ces herres ne ses executours qe les arrerages ne altres dettes deuues de la dite terre du temps passe il ne soient destreins empechez ne greves per nous ne per nos ministres en nulle maniere En tesmoignance de ceste chose nous avons fait faire ces nos lettres patentes Done a Doncastre le vij ioure d'ottobre l'an du reigne le Roi nostre tres ch(er) fitz quart.

- 159 King Edward III confirms the grant of forty [*sic*] acres of land at Fairfield in Peak Forest made by his mother for her lifetime to Roger of Okeover and grants the land to Roger and his heirs at the same rent of ten pounds each year. 18 October 1330

CARTULARY COPY: OC folio 43<sup>v</sup>(i).

Edwardus dei gracia Rex Angl Dominus Hiberni et Dux Aquit omnibus ad quos presentes litere pervenerint salutem. Sciatis quod cum Isabella regina Anglie mater nostra carissima per litteras suas patentes concesserit dilecto et fideli nostro Rogero de Okovre quadringenta acras terre cum pertinenciis in Fayrefeld infra forestam nostram de Peck quas Johannes de Lutrington et Johannes Danyel prius tenuerunt per arentacionem nuper factam ad scaccaricam domini Edwardi nuper Regis Anglie patris nostri Habend et tenend ad totam vitam ipsius matris nostre eodem modo quo iidem Johannes et Johannes eas tenuerunt. Reddendo inde per annum eidem matri nostre decem libras ad terminos Pasch et sancti Michaelis per equales portiones pro ut in litteris ipsius matris nostre predictis plenius continetur. Nos concessionem ipsius matris nostre in hac parte de gracia nostra speciali acceptantes ac volentes ub(---)iorem<sup>103</sup> gra[---]ni<sup>104</sup> prefato Rogero facere in primissis volumus et concedimus pro nobis et heredibus nostris eidem Rogero quod ipse habeat et teneat terram predictam cum pertinenciis sibi et heredibus suis Reddendo inde eidem matri nostre dum vixerit et nobis et heredibus nostris post mortem nostris matris ad scaccariam nostram decem libras per annum ad terminos predictos imperpetuum In cuius rei testimonium has litteras nostras fieri fecimus patentes Testo me ipso apud Notingham decimo octavo die Octobre anno regni nostri quarto.

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<sup>101</sup> Hole.

<sup>102</sup> Hole.

<sup>103</sup> Uncertain.

<sup>104</sup> Uncertain.



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