

**The Contract of Marriage: The *Maritagium* from  
the Eleventh to the Thirteenth Century**

by

Claire de Trafford

Submitted in accordance with the requirements for the degree of Ph.D.

University of Leeds, School of History

March, 1999

The candidate confirms that the work submitted is her own and that appropriate credit has been given where reference has been made to the work of others.

## ACKNOWLEDGEMENTS

As with any work a number of acknowledgements are due. In particular I would like to thank my supervisors, Prof. David Crouch and Dr Wendy Childs. They have both been unfailingly helpful and instructive and drawn my attention to many details which I would otherwise have omitted. David has provided me with many advance copies of articles which have provided a wealth of information, and I feel sure that, in the course of training for the priesthood, he has provided spiritual assistance as well. I must also acknowledge the support of the British Academy, which provided the funding which made the thesis possible.

I must also thank the staff of the Brotherton Library, the staff of the Huntingdon Library, California (who allowed me to borrow an umbrella when it unseasonably poured with rain during my visit), and the staff of the Public Record Office. In particular Mr Adrian Jobson provided aid in deciphering one or two of the more faded charters and eyre rolls and made me feel welcome. Dr Paul Brand generously agreed to look at my chapter on the legal material and made many useful comments, in addition to lending me a copy of a paper he had presented at the NYU Legal Colloquium, of which I have shamelessly utilised one particular example. Any errors with this material are, of course, entirely my own. Dr Nicholas Vincent also lent me (via David Crouch), a copy of a forthcoming article which I have also been able to utilise. My thanks also go to my colleagues at Trinity College, Dublin, particularly Aidan Breen and Bernadette Williams. Susan Isherwood at Leeds also provided invaluable aid in checking one or two of the more obscure citations in the Brotherton Library whilst I was in Dublin, taking the time from her own research into Turkey during the Cold War.

Finally I would like to thank my friends and family. My family often thought that I would be an eternal student and I'm sure that it was with great relief that they viewed the draft of the thesis at Christmas. Without their support, not least the adoption of my cat for the duration of my stay in Leeds, I doubt that I would have

been able to finish the thesis. I have already acknowledged the academic support of Susan Isherwood, but she has also provided me with coffee, beer, and a spare bed when I needed them, and took the thesis to the binders whilst I was in Dublin. My thanks go also to my fellow postgraduates and friends at Leeds, in particular Aarti Aggarwal and Philip Bentley.

Finally this thesis is dedicated to David Turner, who despite an engineering background, has pretended an interest in the subject of medieval marriage, and the academic world in general, providing an ear for my thoughts, ravings and rantings in the course of the last two years.

## ABSTRACT

The *maritagium*, or marriage portion, was the gift of land or rents given by a father on the occasion of his daughter's marriage. Using the evidence of the surviving charters, printed and archival, which detail the terms and conditions of this grant, in combination with those charters made by the donees or their heirs which refer to the *maritagium*, and other evidence such as law suits and administrative records (again printed and manuscript), my thesis examined the actual grant and enjoyment of the *maritagium* in England. It will be shown that the custom of the *maritagium* was widespread, if not universal, and penetrated all ranks of society. Furthermore *maritagia* seem to have been given to more than one daughter, and even, on occasion to illegitimate daughters, when the family could afford to do so. This indicates that medieval society, in this period, did not concentrate its resources in the hands of one heir but distributed land within the family, in contrast to previous work which has emphasised the growing concentration of land in the hands of the male heir. The mechanism and method of granting the portion remained remarkably similar over time, varying only in the amount of land, or rent, given as a portion.

In particular the thesis examines the *maritagium* in relation to the lives of women; the charter and legal evidence had strongly indicated that the *maritagium* was accounted part of the lands of a woman. Examining the *maritagia* charters it was evident that the charter language changed over the period to reflect this fact, changing from a gift made from a man to a man with a woman, to a gift made to a couple. This change occurred over the course of the twelfth century but, regardless of who the donee was in the original charter, or what the language used seemed to signify, from the earliest period widows were found in control of their *maritagium* lands. This fact had important ramifications for the position of women within society; for those women who were not heiresses marriage gave a claim to lands which they could utilise in their widowhoods. Furthermore, and unlike dower, the *maritagium* resembled inherited land in that it could be permanently alienated by a widow if she so desired. These findings were reinforced by the customs to be found written in



the works attributed to Glanvill and Bracton, and by the surviving law suits recorded at the eyres of medieval England. In these cases the rights of women to their *maritagia* were asserted by widows and reinforced by the courts. In this period the ability to own and alienate land conferred power, and the *maritagium* gave many women the right to lands and powers which they would otherwise have lacked. This was the case until the enactment of the statute *De Donis* in 1285 which barred both men and women from alienating the *maritagium* away from their heirs, or from preventing the reversion to the donor's heirs should they prove childless. This statute, which forms the upper date limit of my thesis, thus had a major impact on the rights of women over their property, and also on the customary arrangements made by families with regard to their lands.

The *maritagium* was not, however, only of relevance to women. It did form an important part of the lands of women who were not heiresses, indeed the practice was linked to female inheritance customs, but during marriage the *maritagium* was controlled and utilised by the husband. In this way men also participated in the gift. In addition because the *maritagium* involved the passing of land from one family to another the *maritagium* enabled marriage to be used as a means of dispute settlement or alliance, political, social or economic. By making prudent marriages a family could also accumulate land near the centre of the patrimony whilst disposing of outlying land as *maritagia* in turn. The *maritagium* gift thus played a major role in medieval society.

## CONTENTS

<b>Acknowledgements</b>	i
<b>Abstract</b>	iii
<b>Contents</b>	v
<b>Figures</b>	viii
<b>Abbreviations</b>	ix
<b>Chapter One: Introduction</b>	1
1.1: Sources	
<b>Chapter Two: The Medieval Idea of Marriage</b>	12
2.1: The Christian Concept of Marriage in the Middle Ages	
2.2: Marriage in Practice	
2.3: Marriage in Medieval Literature	
2.4: Women and Marriage	
2.5: Conclusion	
<b>Chapter Three: The Earliest Evidence for the <i>Maritagium</i></b>	44
3.1: Normandy before 1066	
3.2: England before 1066	
3.3: England, 1066-1200	
3.4: Norman and Continental <i>Maritagia</i> , 1066-1204	
3.5: Reconstructing Early English <i>Maritagia</i> , 1066-c.1150	
3.6: Conclusion	
<b>Chapter Four: <i>Maritagia</i> in Law</b>	77
4.1: Norman Customs	
4.2: English Royal Legislation, 1066-1215	
4.3: English Legal Theory and Practice in the later Twelfth and Thirteenth Centuries	

- 4.4: Women, *Maritagia* and the Law
- 4.5: Borough Customs
- 4.6: The Later Thirteenth Century: The Statute *De Donis*
- 4.7: Conclusion

**Chapter Five: The Grant of the Marriage Portion** 116

- 5.1: The Charters
- 5.2: Charter Protocol
- 5.3: Donors in the Charters
- 5.4: The *Dispositio*
- 5.6: Entailing the Land
- 5.7: Reversion Clauses
- 5.8: *Liberum Maritagium* versus *Maritagium*: Tenure of the Marriage Portion
- 5.8: Warranting the *Maritagia*
- 5.9: Purchasing a Marriage Portion
- 5.10: The Size of the *Maritagium*
- 5.11: The Thirteenth Century and Beyond
- 5.12: Conclusion

**Chapter Six: The Contract of Marriage** 162

- 6.1: Strategies of Marriage
- 6.2: Heirs and Other Children
- 6.3: Wards and Widows
- 6.4: Marriage *Conventiones*
- 6.5: Conclusion

**Chapter Seven: *Maritagia* and Men** 197

- 7.1: The Donors or their Heirs
- 7.2: Confirming the Gift
- 7.3: A Husband's Use of the *Maritagium*
- 7.4: Sons

7.5: Conclusion	
<b>Chapter Eight: Women and their <i>Maritagia</i></b>	<b>224</b>
8.1: The <i>Maritagia</i> of Sisters	
8.2: The <i>Maritagia</i> of Nuns?	
8.3: Bastard Daughters	
8.4: <i>Maritagia</i> and Parcenry	
8.5: Women's Land	
8.6: Married Women	
8.7: Widows	
8.8: Conclusion	
<b>Conclusion</b>	<b>257</b>
<b>Appendix One</b>	<b>264</b>
<b>Appendix Two</b>	<b>277</b>
<b>Bibliography</b>	<b>280</b>

## FIGURES

Figure One: Donors in all <i>maritagia</i>	121
Figure Two: Relationship of donors to donees	124
Figure Three: Recipients of the <i>maritagia</i>	132
Figure Four: Entail on the <i>maritagia</i>	138
Figure Five: Chart showing the relationship between the type of <i>maritagium</i> and the service it owed	146
Figure Six: Family Tree of Muriel Jaunvers	243



## ABBREVIATIONS

- Beauchamp* *The Beauchamp Cartulary: Charters 1100-1268*, ed. E. Mason, Pipe Roll Society new series 43 (1980)
- Book of Fees* *Liber Feodorum: The Book of Fees, Commonly called the Testa de Nevill*, ed. H.C. Maxwell-Lyte (HMSO, 1920-31)
- Bracton* *Bracton on the Laws and Customs of England*, ed. G. Woodbine (Cambridge Mass., 4 vols., 1968-77)
- B.I.H.R.* *Bulletin of the Institute of Historical Research*
- C.Ch.R.* *Calender of Charter Rolls Preserved in the Public Record Office* (6 vols., London, 1903-27)
- Cal. Inq. Miscellaneous* *Calendar of Inquisitions Miscellaneous* (London, 1916-)
- Cal. Inq. Post Mortem* *Calendar of Inquisitions Post Mortem and Other Analogous Documents Preserved in the Public Record Office* (London, 1914-)
- Cirencester Cart.* *The Cartulary of Cirencester Abbey, Gloucestershire*, ed. C.D. Ross (2 vols, Oxford, 1964), and M. Devine (Oxford 1977)
- Complete Peerage* G.E. Cockayne, *The Complete Peerage of England, Scotland, Ireland, Great Britain and the United Kingdom*, ed., V. Gibbs (13 vols., London, 1910)
- C.R.R.* *Curia Regis Rolls* (London, 1922-)
- Earls of Chester* *Charters of the Anglo-Norman Earls of Chester c. 1071-1237*, ed., G. Barraclough, Lancashire and Cheshire Record Society 126, (1988)

- Early Cheshire Charters* *Facsimiles of Early Cheshire Charters*, ed., G. Barraclough, Lancashire and Cheshire Record Society 14 (1957)
- E.R.M.C.* *Early Records of Medieval Coventry*, ed. P. Coss (London, 1986)
- E.Y.C.* *Early Yorkshire Charters*, ed., W. Farrer (3 vols., Edinburgh, 1914-16) and C.T. Clay (vols., 4-12, Yorkshire Archaeological Society extra series, 1935-65)
- Fitznells Cart.* *Fitznells Cartulary: A Calendar of Bodleian Library MS. Rawlinson B 430*, ed., C.A.F. Meekings and P. Shearman, Surrey Record Society 26 (1968)
- Formulare Anglicanum* *Formulare Anglicanum*, ed., T. Madox (London, 1702)
- Furness* *The Coucher Book of Furness Abbey*, ed., J.C. Atkinson and J. Brownbill, 6 vols., Chetham Society new series 9, 11, 14, 74, 76, 78 (1886-1919)
- Glanvill* *The Treatise on the Laws and Customs of the Realm of England commonly called Glanvill*, ed., G.D.G. Hall, (London, 1965)
- Glastonbury Cart.* *The Great Chartulary of Glastonbury*, ed., A. Watkin, 3 vols., Somerset Record Society 59, and 63-4 (1947-56)
- Hatton's Book* *Sir Christopher Hatton's Book of Seals*, ed., D. Stenton and D. Loyd (Oxford, 1950)
- Haughmond Cart.* *The Cartulary of Haughmond Abbey*, ed., U. Rees (Cardiff, 1985)
- Holt, 'Heiress and the Alien' J. Holt, 'Feudal Society and the Family: IV The Heiress and the Alien' in *T.R.H.S.* 5<sup>th</sup> Series 35 (1985), 1-28
- Hungerford Cart.* *The Hungerford Cartulary. A Calendar of the Earl of Radnor's Cartulary of the Hungerford Family*, ed., J.L. Kirby,

- Wiltshire Record Society 49 (1994)
- Mowbray* *Charters of the Honor of Mowbray, 1107-1191*, ed., D.E. Greenway (London, 1972)
- Orderic Vitalis* *The Ecclesiastical History of Orderic Vitalis*, ed. M. Chibnall (6 vols., Oxford, 1968-80)
- Oseney Cart.* *The Cartulary of Oseney Abbey*, ed., H.E. Salter, 6 vols., Oxford Historical Society 89-91, 97-98, 101, (1929-36)
- Percy Cart.* *The Percy Chartulary*, ed. M.T. Martin, Surtees Society 117 (1911)
- Pollock and Maitland, *History of English Law* F. Pollock and F.W. Maitland, *The History of English Law before the time of Edward I* (2 vols., 2<sup>nd</sup> edn., Cambridge, 1968)
- Pudsay Deeds* *The Pudsay Deeds*, ed., Col. R. Pudsay Littlejohn, Yorkshire Archaeological Society Record Series 56, (1916)
- Red Book* *Liber Rubeus de Scaccario*, ed., H. Hall, 3 vols., Rolls Series (1896)
- Redvers* *Charters of the Redvers Family and the Earldom of Devon, 1090-1217*, ed., R. Bearman, Devon and Cornwall Record Society 37 (1994)
- R.R.A.N.* *Regesta Regum Anglo-Normannorum, 1066-1154*, 4 vols., vol.1 ed., H.W.C. Davis, vol.2 ed., C. Johnson and H.A. Cronne, vols. 3-4 ed., H.A. Cronne and R.H.C. Davis (Oxford, 1913-69)
- R.C.R.* *Rotuli Curia Regis*, ed., F. Palgrave for Record Commission (2 vols., London, 1835)
- Rotuli Dominabus* *Rotuli de Dominabus et Pueris et Puellis de XII Comitatus*, ed., J.H. Round, Pipe Roll Society 35 (1913)

- St Denys* *The Cartulary of the Priory of St Denys near Southampton*, ed., E.O. Blake, 2 vols., Southampton Record Series 24-5 (1981)
- St Frideswide* *The Cartulary of the Monastery of St Frideswide at Oxford*, ed., S.R. Wigram, Oxford Historical Society 28 (1894)
- Sibton Cart.* *Sibton Abbey Cartularies and Charters*, ed., P. Brown, 4 vols., Suffolk Record Society, Suffolk Charters 7-10 (1985-88)
- T.A.C.* *Le Tres Ancien Coutumier*, ed. E.J. Tardiff (Paris, 1881)
- Thurgarton* *The Thurgarton Cartulary*, ed., T. Foulds (Stamford, 1994)
- T.R.H.S.* *Transactions of the Royal Historical Society*



## CHAPTER ONE: INTRODUCTION

Marriage was one of the most fundamental influences on the lives of medieval women; most women were expected to marry and most did so at the orders of their family.<sup>1</sup> Indeed a woman's status was primarily defined through and by her family and husband rather than by other factors. Even entering a convent, which was an acceptable alternative to secular marriage, united women with a spiritual bridegroom in the form of Jesus Christ.<sup>2</sup> Marriage was crucial to women both socially, in terms of how society viewed her, but also economically; in a system where inherited property only passed into women's hands in default of male heirs, and where women were largely excluded from positions of power and authority, marriage gave women or, more specifically widows, a claim to lands, rents and chattels of their own.<sup>3</sup> This arose from two customs which accompanied the ceremony of marriage: dower and the *maritagium*. Dower was a grant made by the husband from his possessions to provide for his wife should she survive him; the *maritagium*, the marriage portion, was customarily passed from the bride's family to the couple and, it will be argued, also served to provide for the widow. Indeed one could make a strong case for stating that the most important function of a marriage was to transfer property.<sup>4</sup> In the legend of Fulk fitzWarin, for example, the niece of William Peverel, Melette, stated that she desired only to marry a brave and noble knight to which William replied, 'Fair niece, you have spoken well, and I will do my best to procure you such as husband. And I shall give you Blaunchetour with all its appurtenances and the entire honor. For the woman who has land in fee is always more desirable'.<sup>5</sup> The transfer of property on marriage even has a parallel with the gift that women were

---

<sup>1</sup> Georges Duby, however, suggested that many women in the eleventh century did not wed and remained in the family home: this was based on a study of one region of France, the Maçonnais; G. Duby, *Medieval Marriage* (Baltimore, 1975).

<sup>2</sup> For the imagery of marriage in the ceremony of the consecration of nuns see P.D. Johnson, *Equal in Monastic Profession: Women Religious in Medieval France* (London, 1991) p.63.

<sup>3</sup> I will be primarily discussing customs in England. The practice of granting a gift upon marriage, either as a marriage portion or as dower, or both, was a pan European custom. Ruth Macrides, for example, has traced some marriage portions in later medieval Constantinople and the practice there has remarkable parallels with that of England; R. Macrides, 'Dowry and Inheritance in the Late Period: Some Cases from the Patriachal Register' in D.Simon, ed., *Ehrecht und Familiengut im Antike und Mittelalter* (Munich, 1992), 89-98. I use the term *maritagium* rather than dowry for two reasons: primarily because this is the term used for the gift in the sources; and secondly because it is, and has been, easy to confuse the term dowry with the gift of dower proper.

<sup>4</sup> As Loengard states, 'marriage and property, property and marriage'; J. Senderowitz Loengard, "'Legal History and the Medieval Englishwoman'" Revisited: Some New Directions' in J.T. Rosenthal ed., *Medieval Women and the Sources of Medieval History* (Athens, 1991), 210-36 at p.218.



expected to bring to the convent upon entering the religious life, which was also designed to provide for the nun.

This thesis investigates the practice of the *maritagium* grant upon marriage in order to determine its purpose and also to shed further light on the lives of medieval women. Its focus, therefore, is primarily on women and how the marriage portion was relevant to their lives although the grant is also discussed in a wider context. Despite the fact that in this period marriage and the marriage portion were so strongly linked that the same word, *maritagium*, was used to denote both in the Latin sources the gift has received comparatively little study.<sup>6</sup> Of the two gifts granted at marriage dower has received more attention, perhaps partly because dower has been perceived to be more relevant to women; the wording of many *maritagia* grants seem to show that the gift was made from the bride's family to her husband, bypassing the woman.<sup>7</sup> I intend to comment on dower in passing but the main thrust is upon examining the *maritagium*. This gift has often been commented on in passing or linked with inheritance practices but no survey has been made of all the available material.<sup>8</sup> It is the intention of this thesis to present and interpret this evidence.

*Maritagia* are apparent from the earliest verifiable period and thus were almost certainly a continuation of a more ancient practice; marriage portions in one form or another continued to be granted in England into the modern period. The starting date for this investigation is therefore the eleventh century when *maritagia* first become visible in the sources. The bulk of the thesis, however, concentrates on the twelfth and thirteenth centuries due to the bias of the available evidence towards the later period. The reign of Edward I has been chosen for the terminus for two reasons:

---

<sup>5</sup> *Radulfi de Coggeshall Chronicon Anglicanum*, ed., J. Stephenson (Rolls Series, 1875) pp.288-9.

<sup>6</sup> Dominique Barthélemy suggested that the marriage portion was the symbol of the creation of marriage before it became common to record the marriage in writing, hence the use of the same word for both; D. Barthélemy, 'Note sur le <*maritagium*> dans le Grand Anjou des XIIe-XIIIe Siècles' in J. Dufournet, A. Jouris and P. Toubert, ed., *Femmes, Mariages, Lignages XIIe-XIVe Siècles. Melanges Offerts à Georges Duby* (Brussels, 1992), 9-24 at p.15.

<sup>7</sup> For works on dower see for instance: J. Senderowitz Loengard, 'Of the Gift of Her Husband: English Dower and its Consequences in the Year 1200' in J. Kirshner and S. Wemple, ed., *Women of the Medieval World* (Oxford, 1985); and J. Senderowitz Loengard, 'Rationabilis Dos: Magna Carta and the Widow's "Fair Share" in the Earlier Thirteenth Century' in S. Sheridan Walker, ed., *Wife and Widow in Medieval England* (Ann Arbor, 1993), 59-80

<sup>8</sup> A typical mention of the *maritagium* can be found in the introduction to the *Cartulary of Dale Abbey*: 'the marriage portion, or *maritagium*, granted by a father to his daughter on marriage and held



Edward's reign has been commonly held to form a boundary between *maritagium* proper and the gift known as jointure, a gift of money made to the couple. Hence McFarlane stated that, 'the practice of granting a *maritagium*, a marriage portion in land, practically died out before the end of the thirteenth century. Thenceforward the portion took the form of a sum of money'.<sup>9</sup> It was also under Edward that the statute known as *De Donis* was passed which altered the customs relating to the practice of the *maritagium*.<sup>10</sup> The scope of the thesis has also been generally limited to England and, apart from a discussion of early Norman custom and some charter and chronicle evidence, I have not consulted Norman material. Although English women could, and did, hold their *maritagia* in Normandy, or in Normandy and England until 1204, this practice was probably confined to the very richest landowners in the Anglo-Norman and Angevin world, or those women whose family held the bulk of their lands in Normandy. Even immediately after the Norman Conquest, for example, many nobles seem to have divided their lands in English and Norman holdings and apportioned them to different sons with the elder often receiving the Norman lands and the younger the English holdings.<sup>11</sup> Nor can we be certain that the customs and practices of the two areas were identical.

The thesis is divided into two sections: the first examines the gift in practice; the second examines the effect of the gift. Chapter two provides an overview of marriage in the medieval period and what effect marriage had upon women, giving a context to the gift of the *maritagium*. The three following chapters then discuss the *maritagium*: chapter three sets out the evidence for the gift from the earliest verifiable period using a variety of sources; chapter four examines legal customs and practice relating to the *maritagia*; and chapter five scrutinizes the evidence of the charters which granted the marriage portions. It will be argued that the practice originated in Normandy and was imported into England with customs already attached. It will also be argued that the *maritagium* grant was more widespread than has been recognized; we can see evidence, particularly for the thirteenth century, for the gift of the marriage portion at different levels of society and wealth. The

---

by his son-in-law in 'free marriage' or by curtesy'; *The Cartulary of Dale Abbey*, ed. A. Saltman, Historical Manuscripts Commission JP 11 (1967) p.42.

<sup>9</sup> K.B. McFarlane, *The Nobility of Later Medieval England* (Oxford, 1973), at p.64.

<sup>10</sup> This will be discussed in chapter four.

evidence also shows that the grant of the *maritagium*, and its accompanying customs, was similar regardless of date or location or the wealth of the donor, with the exception of some of the customs of a number of boroughs. This in itself suggests that the practice was transferred in a fairly advanced state to England. The second section then turns to the impact of the *maritagia* grants at a social and personal level: how *maritagia* played a social, economic and political role. Chapter six thus discusses the role of the *maritagium* grant in the decision for two families to make a marital alliance. The final two chapters examine how men and women utilized the *maritagium*. It will become clear that the grant was primarily intended to provide for a couple and their heirs but that, perhaps as a secondary aspect of this provision, the *maritagium* was counted as part of the woman's lands, enabling her to make use of the gift in her widowhood. It will also be argued that the gift in effect served to provided daughters with a share of the family inheritance which raises interesting implications for inheritance practices in general in this period.

The thesis, however, has the proviso that it has generally been confined to women of the nobility or merchant classes; for the earliest period it is the nobility who are most visible but the scope gradually widens throughout the twelfth and particularly thirteenth centuries when it is possible to see grants being made at the lower end of the tenorial scale, generally consisting of smaller parcels of land, such as a couple of acres, or a messuage and its appurtenances. Again the customs of the *maritagia* grants seem to have stayed remarkably similar, although the size and importance of the grant naturally varied. Peasants were also given gifts on marriage but they were unlikely to have recorded them on charters prior to the later thirteenth century.<sup>12</sup> Some of the later charters do therefore provide evidence for the gift of a marriage portion at a villein level; for example in 1261 Ralph the Marshal of Bicester had a charter made recording his recognition that he held half an acre of land in Stratton St Margaret, Wiltshire, in villeinage from Roger, abbot of Cirencester, *quam dimidiam acram terre Willelmus Buvetun villanus predicti abbatis et conventi michi tradidit*

---

<sup>11</sup> See for example the policy of Robert, count of Meulan, with regard to his twin sons; D. Crouch, *The Beaumont Twins: The Roots and Branch of Power in the Twelfth Century* (Cambridge, 1986).

<sup>12</sup> Peasants portions can be shown to exist from the court rolls and seem chiefly to have consisted of chattels or a small money gift. E. Searle, 'Seigneurial Control of Women's Marriage: the Antecedents and Function of Merchet in England' in *Past and Present* 82 (1976), 3-43 at p.19.



*quando Leciam filiam suam desponsavi.*<sup>13</sup> For similar reasons the survey is confined to gifts of lands or rents which were recorded in charter form; chattels were almost certainly given as *maritagia* on many occasions but have left no trace in the sources used.

### 1.1: The Sources

The marriage portion was a grant – a conveyance of land or rent from one owner to another; as such the exchange was either announced verbally to witnesses, transferred by symbolic means such as a sod of earth or a knife, witnessed by a charter, or a combination of all three. In the eleventh century laymen and most monks generally gave their lands without any written proof of the gift.<sup>14</sup> In the latter cases, however, the transfer would have left some physical trace and where there is no remaining evidence the chronicle sources occasionally make reference to the *maritagia* of the high-born, as do a variety of other sources such as financial records. It is thus possible to trace some of the earlier *maritagia* and, in addition, later charters and detailed surveys of land holding in medieval England help to recreate retrospectively some of the marriage portions of the eleventh century where charters were either never made or have been lost over time.

Many of the twelfth, and particularly later twelfth and thirteenth-century marriage portions, however, were almost certainly accompanied by a written document. These charters constitute the major source for an examination of the *maritagium* grant. The charters followed the fortunes of their land, passing from owner to owner until some came to rest in archives which have survived into the present day. Some have been deposited at the Public Record Office in London, or the British Library, others remain in local or private archives.<sup>15</sup> Some of these charters are undated and belong to men and women at the lower ends of the tenorial scale but are still of value.<sup>16</sup> Still further charters became part of a monastic archive when *maritagium* land was

<sup>13</sup> *Cirencester Cart.* vol.3 no.784 (14 Jan 1261).

<sup>14</sup> M. Clanchy, *From Memory to Written Record: England, 1066-1307* (2 edn., Oxford, 1993 ) p.53.

<sup>15</sup> Some indeed have become more widely scattered than their medieval creators could have dreamt. I have located a handful of *maritagia* grants residing in the Huntingdon Library, San Marino, California.

<sup>16</sup> The majority of the undated charters from the Public Record Office were of thirteenth century appearance; in addition the gift of the *maritagium* changed so little over this period that dating is not perhaps as crucial as it would be for other fields of inquiry.

transferred to a monastery, and were registered in the cartulary of the monastery. Such documents have, in many cases, preserved the charters where the originals have been lost or destroyed. Cartularies (oddly considering the monastic source for many) form a valuable resource for researchers into the institution of marriage. Many have been published in the original Latin either fully or in a calendared form by societies such as the publications of the British Academy, the Pipe Roll Society, or the Surtees Society.<sup>17</sup> For a researcher with time and financial limits these have proven inestimable as a means of locating the maximum number of charters possible either recording the initial gift or bearing witness to a previous grant; they have thus formed my major source. The cartulary source has both advantages and disadvantages. It provides a means of locating a large number of charters, however the overwhelming majority of cartularies are monastic rather than secular compilations. Hence one must bear in mind that although it may seem that many marriage portions ended up in the hands of the Church, an unknown number did not.

These charters in the main refer to lands, rents or services and not to chattels; in only a handful of charters are the stock that went with the land, or the villeins who worked the land, visible and yet they too must have been often transferred with the change of seisin. William of Takeley (Essex) and his wife Deudaune for instance, in the early thirteenth century, received *Arnoldum Berard hominem meum et totam terram suam ... et cum tota secta sua*, in addition to other lands from Deudaune's father, William de Hauville, in marriage.<sup>18</sup> The magnate William Brewer at about the same time granted a marriage portion of the manor of Foston (Leics.), to William Percy with Joanna his daughter which included, *tres virgatas terre et dimidiam de villenagio meo... quas Willelmus Paynot, Adam Steyn, Willelmus Palmer, Walterus Grene, Galfridus Nold, Ricardus filius Johannis et Matildis relicta Ricardi tenuerunt, cum eisdem tenentibus et cum tota sequela eorum. Dedi eciam eidem Willelmo unam toftam quam Matildis Ordwis tenuit et unam croftam que vocatur Gaggiscroft cum tenentibus earum et sequela sua.*<sup>19</sup> This invisibility of stock in charters or leases appears to have been a commonplace in medieval records, and hence the possibility

---

<sup>17</sup> Many editions were themselves prepared as doctoral theses.

<sup>18</sup> *Hatton's Book* no.157 (beginning of the thirteenth century). William de Hauville seems to have been a member of the de Hauville family, holders of Dunton, Norfolk.

<sup>19</sup> *Percy Cart.* no. 461 (undated).



that land given in *maritagium* was stocked, adding to the apparent value of the grant, ought to be considered.<sup>20</sup>

It is possible that a donee may have been given different grants in marriage on several occasions: indeed two thirteenth-century charters provide evidence for this. In one charter, dated to around, 1260 Ralph de Eston gave John son of Ranulf de Hyde eight acres of arable land in Little Tew (Oxon.), and half an acre of meadow in the same village in free marriage with his daughter Helen; in another charter John received a solar with two acres of arable land and half an acre of meadow there from Ralph, again in free marriage with Helen.<sup>21</sup> One charter may have been intended to replace the other, perhaps due to altered circumstances within the family, but it is equally plausible that one was meant to supplement the other. The second example also dates from the mid-thirteenth century: Philip le Jofne of Ewell (Surrey) granted rents and a meadow to William de Pirelye and Cecily in marriage in one charter; in another he granted them a load of hay from what seems to have been the same meadow.<sup>22</sup> Was the meadow insufficient and hence Philip granted the couple additional hay, or was the hay the original grant? We do not know and cannot say. In other cases several members of the family may have donated land to the couple in marriage from their individual holdings, of which only one grant may now survive. Simon son of Simon Bertulmeu and Robert his brother, for instance, each granted land to Simon son of Hugh in marriage with their sister Alice. Simon granted the couple two half acres in Hatton and Robert granted them a rood of land there.<sup>23</sup> Such charters have implications for the total *maritagium* a woman might expect to receive but do not substantially alter the conclusions drawn here.

Other charters survive which make reference to the grant of the *maritagium* and these fall into several categories: they could be gifts or sales of the *maritagium* made by the husband and, or, his wife; many others are grants or sales made by the widow

---

<sup>20</sup> 'It is from surveys and not from actual leases that we learn how common it was in the early twelfth century for stock to be provided by the landlord'; R.V. Lennard, *Rural England, 1086-1135* (Oxford, 1959) p.190.

<sup>21</sup> *Oseney Cart.* vol.4 nos.166 A and B (both c.1260)

<sup>22</sup> *Fitznells Cart.* no.44 and no.49. In the former the meadow is described as 'my meadow of Westfield' from which William and Cecily were to carry, or cause to carry, the hay by the the gate towards Ebbesham; in the latter the meadow is that 'called Rithe in Westfield' and again the hay is to be removed via the Ebbesham gate.

<sup>23</sup> P.R.O. E40/6392 (Simon) and E40/11179 (Robert).

from her lands; others are confirmations of the grant made by the lord of the fee or by the heir of the donor; others still were made by the descendants of the original donor or donees.<sup>24</sup> All such charters provide valuable additional evidence for the widespread practice of the gift of the marriage portion particularly because, when taken as a whole, such charters testifying to a grant already made outnumber the actual surviving grants. These charters can be found in a number of locations but the most easily accessible are again to be found in the cartularies and the same reservations must be borne in mind as with the *maritagium* charters. These charters which refer back to a *maritagium* grant are also slightly more problematical than the original gifts: we cannot assume that the land referred to in a later charter as *maritagium* was the total original grant. For example two mid-twelfth-century charters survive which refer to the *maritagium* of Emma de Gant: one was a gift made by Emma herself to the canons of Bridlington of one carucate of land in Wold Newton; the other was a grant made by her son, Walter de Percy, of two carucates there which had come to him from his mother's marriage portion.<sup>25</sup> How large then can we assume Emma's original *maritagium* was in total – three carucates? In fact we know from other charters that the Percy family held twelve carucates in Wold Newton from the Gant fee and three carucates in Ganton and six carucates in Saxton, all of which must have come to them with Emma in marriage.

The second difficulty with these charters is that land is not always referred to consistently as being *maritagium* land. At the end of the twelfth century Simon Tuschet confirmed the gift which Hugh Dun gave in marriage to Fulcher son of Henry of Ireton with Matilda, his sister, of six bovates in Macworth (Derbys.), three bovates in Allestree (Derbys.), and a third of one assart. Matilda and Fulker subsequently gave two of the bovates in Allestree to Darley Abbey, and Matilda alone, in her widowhood, granted the third away; none of these charters noted that the land was held *in maritagium*.<sup>26</sup> Similarly in the mid-thirteenth century land in Badingham (Suffolk) was donated to Eye Priory by one Ranulf Joseph and Alice (*recte* Albreda), his wife which land, *Willelmus Purcaz et Herbertus filius eius*

<sup>24</sup> These will be discussed in later chapters.

<sup>25</sup> *E.Y.C.* vol.2 nos.1203 (1140x75) and 1201 (1142x54).

<sup>26</sup> *The Cartulary of Darley Abbey*, ed., R. Darlington (2 vols., Kendal, 1945) K38 (late twelfth century); K57 (early thirteenth century), a grant by Fulcher and Matilda of two of the bovates in



*dederunt et confirmaverunt dicte Alicie in liberum maritagium*, but other charters by the same donors which seem to refer to the same land do not mention this fact.<sup>27</sup> An early fourteenth-century example can be found in the cartulary of Oseney Abbey where we note that Henry son of William de Brampton and Isolda, daughter of John de Dodford, were granted a tenement in Oxford in marriage, only to later grant it to John of Loughborough in marriage with their daughter with no mention of how the land had initially come to them.<sup>28</sup> Hence there may be other charters which actually refer to marriage land but which do not make this explicit.

The charters show how the marriage portion was given, what was given and to whom, and also what became of the grant after the initial donation, but the legal records which survive form a valuable source for the history of the *maritagium*. The cases recorded on the rolls made by the courts, the final concords, and the occasional surviving judgment all provide evidence for the everyday conflicts and disputes which accompanied the gift. They show who brought suits concerning the marriage portion and for what purposes, who was seised of the land, and what compromises were made over the gift. Such cases also help relate the evidence of the charters to the emerging Common Law of England during the twelfth and thirteenth centuries; comparing the two provides reminders that custom was still flexible during this period and that the legal tracts do not necessarily relate the final word on a given practice. Like the cartularies, many legal sources have been edited and published in collections such as the *Curia Regis Rolls*, or in various Feet of Fines; other, as yet unpublished rolls, reside at the Public Record Office.<sup>29</sup> The common law itself can also be glimpsed in the legal works ascribed to Glanvill and Bracton and these also provide comments on the gift of the marriage portion at this time. One of the major disadvantages with using the legal cases, however, is that often cases disappear from the rolls without leaving record of either agreement or resolution, or at times a judgement may be noted with no surviving background. Again the terminology used when referring to the marriage portion may not have been used consistently leading

---

Allestree; and K58 (*temp.* Henry III), Matilda granted the remaining bovate in Allestree and confirmed the previous grant.

<sup>27</sup> *Eye Priory Cartulary and Charters*, ed., V. Brown, Suffolk Record Society, Suffolk Charters 12-13, (1992-4) vol.1 no.264 and no.263 (both *c.*1240).

<sup>28</sup> *Oseney Cart.* vol.2 nos.875 (13 January 1296) and 877 (30 October 1316).

<sup>29</sup> The rolls do continue to be published; cf. P. Brand, *Curia Regis Rolls XVIII: 27, Henry III to 30, Henry III* (Rochester, 1998).

to cases concerning *maritagia* being overlooked. Despite such frustrations, however, the legal records provide an additional, and vital, dimension to the study of the *maritagium*.

Once these sources have been exhausted there still remains evidence of the marriage portion in a number of other resources, all of which again provide collaborative evidence for the widespread practice of *maritagia* grants. Particularly with reference to the earliest period of Norman rule in England, administrative and financial sources become vital where charters have not survived or were never written. One of the most important sources for the eleventh century is Domesday Book which, despite limitations, provides early mentions of the marriage portion.<sup>30</sup> Other sources also survive from this period onwards which again fill in gaps in the charter record: these include the *Rotuli de Dominabus et Pueris et Puellis* and the Pipe Rolls (of which the first surviving roll dates from the reign of Henry I). Other printed collections of material such as the *Calendars of Inquisitions Post Mortem*, or *Inquisitions Miscellaneous*, the *Patent, Close and Fine Rolls* provide evidence for the continuing use of the *maritagium* grant and insights into how the portion worked in practice. Such sources also show the indivisibility of marriage from social and economic life during this time. It is due to such records that we are able to acquire knowledge of the many *maritagia* whose charters do not survive, and allow us to glimpse the complex web of marital property and often of marital litigation. In conjunction with these sources the monastic chroniclers also give us some evidence for *maritagia*, particularly valuable for the earliest period. The chroniclers often noted the marriages of the aristocracy and royalty and occasionally noted the portions which were given. The *Gesta Normannorum* of William of Jumièges, and the chronicle of Orderic Vitalis are notable here, and provide examples dating back to the start of the eleventh century.

Finally I must acknowledge the work of eminent historians whose research I have been able to draw upon. One of the first resources, for example, that a historian can turn to is the *Complete Peerage* which provided initial pointers to the marital connections of the eleventh, twelfth and thirteenth-century aristocracy and also gave

---

<sup>30</sup> This is considered in chapter three.



details of some marriage portions. Similarly for information on a particularly county and its major landowners or tenants the *Victoria County History* series provides a wealth of information and detail.<sup>31</sup> Other *maritagia* have been uncovered by painstaking research into the lands of a family, vital particularly for the earliest period of Norman rule in England. Such methodical research has provided yet more evidence for the widespread practice of the gift of the marriage portion and a wealth of prosopographical detail.

---

<sup>31</sup> Again work is continuing in this series.



## CHAPTER TWO: THE MEDIEVAL IDEA OF MARRIAGE

This chapter provides an overview of the development of the Christian concept of marriage, how marriage actually worked in practice, and customs associated with matrimony. The concept of a Christian contract of marriage and marriage ceremony originated in early medieval Europe and continued to develop slowly over the Middle Ages into a fifteenth-century form recognisably similar to a modern 'traditional' marriage. This involved the evolution of a religious doctrine of marriage and an accompanying shift from the Roman and early Christian custom of private and secular contracts between two families to a religious ceremony joining the couple in the eyes of God in the more public forum of the church.<sup>1</sup> Marriage has proven a popular subject amongst historians because it impinges on a variety of historical interests: for example, canon law historians have concentrated on the development of marriage as a religious institution; legal historians have focused on the legal aspect of marriage and marriage litigation; whilst historians interested in women study the role of marriage in a woman's life.<sup>2</sup> There is therefore a large historiography of marriage both in monograph form and also, and more plentifully, in detailed articles on particular aspects of marriage.<sup>3</sup> As a result historians have information available on both a general overview of marriage and on specific aspects of marital practices.

### 2.1: The Christian Concept of Marriage in the Middle Ages

The major change to the process of marriage during the early Middle Ages was its removal from the secular to the religious sphere. This shift was not an automatic process consequent on Christian belief but was a gradual one as theological doctrines

---

<sup>1</sup> See for an introduction to medieval marriage: C.N.L. Brooke, *The Medieval Idea of Marriage* (Oxford, 1994); Duby, *Medieval Marriage*; and G. Duby, *The Knight, the Lady and the Priest*, trans. B. Bray (New York, 1983). Duby provides a good introduction to the period, particularly to some of the foibles of the twelfth-century aristocracy, but it is important to remember that his work, based on a small region of France - the Mâconnais - may well not be applicable in a wider context and many historians recognise the need to modify Duby's conclusions as a result of their own regional studies.

<sup>2</sup> Some of the earliest academic works on marriage were, for instance, developed by canon historians: see C.N.L. Brooke, 'Gregorian Reform in Action: Clerical marriage in England, 1050-1200' in *Cambridge Historical Journal* 12-13 (1956-7), 1-21.

<sup>3</sup> Such as M. Sheehan, 'Marriage Theory and Practice in the Conciliar Legislation and Diocesan Statutes of Medieval England' in *Mediaeval Studies* 40 (1978), 408-60; P. Ariès, 'The Indissoluble Marriage' in *Western Sexuality. Practice and Precept in Past and Present Times*, eds. P. Ariès and A. Béjin, trans. A. Forster (Oxford, 1985), 140-57



began to accumulate. Roman law had held that marriage was a secular concern, conducted within the confines of the household, and most early Christians operated within the boundaries of Roman law with this regard. Gradually, however, theologians turned their attention towards developing a Christian form of matrimony and began to formulate a doctrine of marriage. Agreeing on a consensus on what this doctrine should involve was in itself a lengthy process. Theologians initially disagreed over the level of involvement that the Church should have in marriage, or even if it should be concerned with such a secular matter at all.<sup>4</sup> The consensus amongst canon law historians is that towards the end of the Carolingian period various theologians agreed that marriage was a holy sacrament and a sacred institution and, as such, should be indissoluble and governed by the Church.<sup>5</sup> Up till this point most of secular society (certainly the landed nobility and possibly the peasantry although evidence for this group is not forthcoming), had continued to arrange marriages in their traditional secular manner. Marriage in this fashion was primarily a vehicle for the procreation of legitimate heirs, but also valuable as a method of alliance or dispute settlement. If a wife could not produce children, or if the alliance was no longer profitable, or the couple were completely incompatible, or if a younger bride became more appealing, no stigma was attached to repudiating a wife and taking another. It was not in the interests of the propertied classes to alter their matrimonial strategies and their members resisted any change detrimental to their interests.

From the end of the Carolingian period until approximately the thirteenth century the two opposing secular and ecclesiastical concepts of marriage naturally began to conflict with one another; the Church attempted to impose its new concept of indissolubility and the aristocracy wanted to keep its traditions.<sup>6</sup> Thus for much of the early Middle Ages the concept of marriage was in flux, shifting, according to the influence of the Church at the time. One of the first major clashes between the two

---

<sup>4</sup> Many of the early clergy were opposed to marriage due to its carnal nature, and the amount of sin necessarily inferred in a marital relationship; however, eventually those who saw marriage as a *remedium animae* were able to win out; Ariès, 'The Indissoluble Marriage', p.44.

<sup>5</sup> *Women's Lives in Medieval Europe. A Sourcebook* ed. E. Amt (London, 1993) collects many of the primary sources relating to marriage. For example this provides excerpts of Gratian's writings on marriage, pp.79-83.

<sup>6</sup> It is primarily this clash between two systems that Duby describes in *Medieval Marriage*, and also in *Love and Marriage in the Middle Ages* (Cambridge, 1994).

systems was the dispute between the papacy and Philip, king of France, over Bertrada, wife of Fulk of Anjou and concubine, or wife (depending on your point of view) of Philip. In 1095 Pope Urban II first excommunicated Philip for his cohabitation with Bertrada and for the next twenty or so years Philip alternatively repudiated and reclaimed Bertrada, was welcomed back into the faith, or re-excommunicated.<sup>7</sup> The Church was finally victorious in 1104 when Philip and Bertrada were reconciled with the Church and forswore any future companionship. There was not, however, total acquiescence to a Church sponsored concept of matrimony until Philip's great-grandson Philip Augustus was also eventually forced to return to his legal wife Ingeborg of Denmark in 1213, whom he had repudiated in 1196.<sup>8</sup> This capitulation of a king, forced by the disapproval of the papacy to his marital antics, signalled the last resistance of landed society to the ecclesiastical model of marriage. Philip may only have returned to Ingeborg once his succession was assured by the birth of his grandson but nevertheless he did reinstate her as his legal queen. In contrast to the struggle between the aristocracy and the Church, however, Ariès has investigated marriage in rural society during the same period, concluding that peasants seem to have accepted the concept of indissolubility with less resistance than the aristocracy, if indeed there was any conflict between the peasantry and the Church at all.<sup>9</sup>

With a sacramental and indissoluble form of marriage generally accepted by the laity the eleventh and twelfth centuries saw the development of other theological concepts in marriage. These concepts were incorporated into the newly created body of canon law marked by the production of Gratian's *Decretum* c.1140 which sparked papal interest in collecting papal decrees. The development of a body of canon law also paved the way for a revival of Roman jurisprudence in Europe and also provided a further foundation for the imposition of theological models of marriage. One such new idea, which was as radical, and revolutionary for the aristocracy as the theory of indissolubility, was the theory of the mutual consent of both the groom and the bride.

---

<sup>7</sup> Duby, *Medieval Marriage*, pp.29-45.

<sup>8</sup> *Ibid.* pp.75-9.

<sup>9</sup> Ariès suggests that the most probable reason for this is that rural communities already regarded marriage in this light and hence had no argument with the Church's new idea; Ariès 'Indissoluble Marriage', pp. 48-50.



Gratian for instance wrote in about 1140 that, 'a father's oath cannot compel a girl to marry one to whom she has never assented'.<sup>10</sup> The Church's stance on consent may not have been widely applied as some form of coercion, subtle or otherwise, probably ensured that most marriages went ahead as planned by the respective families, irrespective of the feelings of the couple. The Church's insistence on consent nevertheless marked an important watershed in the rights of men and particularly of women. The life of Christina of Markyate, who was forced into a marriage despite a stated desire to enter a convent, and who had to appeal through several layers of ecclesiastical courts in order to be released from her marriage vows, is illustrative of both the difficulties faced by women who wished to assert their rights of consent, and of the reluctance of the Church to go against the wishes of parents who sought to make marriages for their children, even if the children had been subjected to coercion. It also shows the Church's eventual support (however grudging) for women who resisted their parents' plans.<sup>11</sup>

Consent came to form the bedrock of the Church's teaching on marriage. Not only did both parties have to agree to the marriage but it was the act of speaking the consent which made the marriage. This position was again formulated in the twelfth century, after much debate on the role sexual intercourse played in making a marriage valid. In 1141 Gratian had perceived that there were two current theories of the creation of a marriage - consent to the marriage followed by sexual intercourse, or consent alone - as part of the same process. In France, however, by the 1150's, the theologian Peter Lombard concluded that consent alone made a marriage valid. For several generations the papacy oscillated between these two positions: in 1181 Alexander III had stated that present consent, that is the stated desire to wed at that precise moment, made a marriage, while future consent constituted a betrothal, but future consent followed by copulation again created a valid marriage. Innocent III,

---

<sup>10</sup> Cited in J. T. Noonan, 'The Power to Choose' in *Viator* 4 (1973), 419-34, at p.420. See also C. Donahue, 'The Canon Law on the Formation of Marriage and Social Practice in the Later Middle Ages' in *The Journal of Family History* 8 (1983), 144-58.

<sup>11</sup> See Brooke, *Medieval Marriage*, pp.144-8, and C. Moule *The Entry into Marriage in the Eleventh and Twelfth Centuries* (unpublished Cambridge Ph.D., 1983) pp.51-8, for the history of Christina. Christina's marriage also illustrates the difficulty people had in understanding exactly what made a valid marriage; in the eyes of the church Christina's consent had married her, her parents, however, seem to have repeatedly tried to make Christina have intercourse with her husband, clearly believing that this was necessary to seal the marriage.

however, finally decided that present consent was the deciding factor; a marriage made by present consent, even one not consummated, took precedence over a later marriage consummated by the sexual act. From the thirteenth century it was verbal consent which created matrimony.

Despite the insistence on consent, not intercourse, creating a valid marriage, sex within marriage was perceived by the Church as a debt which each partner owed the other, and which neither husband nor wife could deny their spouse.<sup>12</sup> This theory, which followed the teachings of St Paul had many ramifications, not least for the creation of the concept of the impossibility of rape within marriage, but one interesting implication for crusaders in particular was discussed by James Brundage. Prior to Innocent III various popes had decreed that, if crusaders had not sought the consent of their wives' before going to the Holy Land, they could not fault their wives for having affairs when left at home, and had to accept any children presented to them on their return, as the crusaders had unreasonably denied their wives their conjugal rights.<sup>13</sup> William I was also reputed to have been forced to allow some of his knights to return to Normandy after the Conquest in order to satisfy the demands of their wives.

The Church also made a judgement on the legality of marriages between relatives: the incest prohibition. Although a proscription against incest is common to most cultures, the degree of relationship forbidden varies from permitting such marriages as uncle-niece to much wider bans.<sup>14</sup> In the late eleventh century the Church, under the influence of Peter Damian, began attempting to impose his conception of incest prohibitions, and ruled that people should not marry within seven degrees of kinship of each other, where brothers and sisters would be related in the first degree. For an aristocracy whose marriages often involved marrying cousins (cognate marriage), this was another radical step by the Church which seemed to be aimed at preventing traditional marital strategies. Indeed the prohibition on such a broad spectrum of

---

<sup>12</sup> See J.A. Brundage, 'Sexual Equality in Medieval Canon Law' in *Medieval Women and the Sources of Medieval History*, 66-79. This has a bibliography referring to many other works on this topic.

<sup>13</sup> J.A. Brundage, 'The Crusader's Wife: A Canonistic Quandary' in *Studia Gratiana* 12 (1967), 241-41.



cognates was found to be unworkable due to the limited number of partners available. At the Fourth Lateran Council, in 1215, the incest restriction was reduced to four degrees, or descent from a common great-great grand-parent. This narrower prohibition was eventually accepted by lay society.<sup>15</sup> One final development in the theory of marriage that also deserves to be mentioned is the fact that the Church championed the right of marriage as a universal sacrament, available to the poor and the unfree as well as the free and well off. The application of this concept in medieval life delineated serfdom and villeinage in this period from classical slavery; the bulk of the medieval peasantry may well have been tied to its land but villeins could not be separated from their families by their lords. Indeed charters often refer to grants of land being made along with the villein who worked the land and his *sequela* or family.<sup>16</sup>

Medieval marriage was not, however, only a secular concern; the clergy too had an interest in the subject. The early church had not banned married clergy, there were married bishops in Roman and post-Roman Europe, but from the fifth century at least higher ranks of the clergy were forbidden to marry; custom, however, did much to mitigate this law and hereditary clerical benefices were commonplace. Around the year 1000, however, as part of the general reformation and revitalisation of religious life the reform movement (of which the papacy was part), began to consider clerical celibacy as a means of separating the clergy from the laity. At first restrictions were placed on the rank a married cleric could reach, and eventually the papacy introduced a blanket ban on married clergy even in the lower ranks of the Church. Here again the hardening attitude of the Church appeared in twelfth century, illustrated by the ill-fated romance of Abelard and Heloise which took place at the turn of the twelfth century.<sup>17</sup> Abelard was a canon who fell in love with, and married, Heloise, herself the niece of a canon raised in the cloisters of Paris cathedral in the early twelfth

---

<sup>14</sup> See for example, R. Fox, *The Red Lamp of Incest* (London, 1980) p.2.

<sup>15</sup> See: C. Brooke, 'Aspects of Marriage in the Eleventh and Twelfth Centuries' in *Proceedings of the Fifth International Congress on Medieval Canon Law* (Rome, 1980), 333-44; and Sheehan, 'Marriage Theory and Practice'. See also Donahue, 'The Canon Law on the Formation of Marriage and Social Practice in the Later Middle Ages'; Moule, *The Entry into Marriage*; and Noonan, 'The Power to Choose'.

<sup>16</sup> M. Sheehan 'Theory and Practice: Marriage of the unfree and the poor in medieval society' in *Mediaeval Studies* 50 (1988), 457-87.

<sup>17</sup> See Brooke, *Medieval Idea of Marriage*, chapter five for a discussion of Heloise and Abelard.



century. When they wed Abelard held the rank of a canon and, at that time as a canon it was illegal for him to contract a marriage but having done so the marriage was considered valid; soon after, however, the wedding of a cleric of this rank was declared invalid as well as illegal and such marriages summarily annulled.

The emergence of a theological and legal concept of marriage also had implications for property holding and inheritance. Once it had been accepted that marriage could only be created under the terms defined by the Church, it was not a large step to the acceptance that only children born in legal, that is, church-sponsored marriages could be considered legitimate: that is lawful and hence able to inherit. Furthermore a distinction was also created on the Continent between types of bastards: those who were 'natural', and those who were canonically unnatural. In England, however, all types of bastards were treated identically.<sup>18</sup> By the thirteenth century canon law had defined three groups of bastards, whose treatment varied according to which category they fell into.<sup>19</sup> Children could be termed natural if they were born of parents who were free to marry at the time of conception: this group could be treated fairly leniently. Although they were forbidden to enter the priesthood or succeed their father in an ecclesiastical benefice natural children could receive papal dispensation to do both.<sup>20</sup> Natural children could also be legitimated by the pope, even if their parents did not marry later, or they could be legitimated by the subsequent marriage of their parents and thereafter, in ecclesiastical eyes and continental law, would stand with the post marital children as heirs. The second group of bastards were those born of adultery, or adulterine bastards; and the final group, was that of children born of incestuous relationships. These were treated more harshly; according to Bracton these children, of persons who could not marry were, '*spurii* who are fit for nothing'.<sup>21</sup> These categories had again resulted from the gradual accumulation of ecclesiastical thought on matters matrimonial and again illustrate the twelfth century as a period of change. When Pope Alexander III had declared that bastards could be legitimated by the Church, probably around 1179, he did not confine this to natural

---

<sup>18</sup> This is discussed further in chapter eight.

<sup>19</sup> See the *Dictionnaire de Droit Canonique* ed. R. Naz (7 vols., Paris 1935-65) under 'batard'.

<sup>20</sup> Joanna, the daughter of King John and wife of Llywelyn Fawr of Gwynedd was legitimated in this way in the early-thirteenth century.

<sup>21</sup> *Bracton* vol. 2, p. 187.

children alone; he made no distinction.<sup>22</sup> To subsequent popes, however, it became clear that the retroactive legitimising power of marriage had definite limits. The question was posed that if a union was uncanonical in its nature, for example adulterous or incestuous, could even subsequent marriage remove this taint from the child? The answer, after the pontificate of Innocent III was clearly no: marriage after the birth of a child was unable to legitimise a child whose birth contradicted canon law. Canon law was also to harden further on this point; at the end of the twelfth century, although the Church declared all children of adulterous unions to be *spurii*, the ignorance of one of the parents was held to excuse the child who could hence be legitimised by decree - by the thirteenth century this was no longer the case.<sup>23</sup> Bastardy had been defined by, and many bastards had been excluded by, the fusion of marriage and religious sacrament.

By the late-twelfth and early-thirteenth century the aristocracy had, by and large, accepted the idea of marriage as a holy sacrament which was indissoluble and prohibited between people who were too closely related. Other changes, however, also accompanied the linking of marriage and religion; notably the conduct of the actual ceremony itself. Marriage in Roman law and early medieval custom was solely a family affair with no clerical participation and conducted within the private sphere of the house. Gradually over the early Christian era the Church insinuated itself into the union of bride and groom: the priest's first role in the nuptial ceremony and festivities was in blessing the bed, a role with connotations of fertility rights. Over the centuries the priest came to assume more importance in the ceremony until eventually it was the priest who formalised the marriage rather than the bride's father, whose role became limited to escorting her to her husband and the priest.<sup>24</sup> The giving of the bride could evidently also be accomplished by a nominated stand-in: one of the witnesses to a charter of the marcher lord Baderon de Monmouth was Walter de Clare, brother of

---

<sup>22</sup> The dating of the decretal is extremely difficult to ascertain: see L. Mayali, 'Note on the legitimization by subsequent marriage from Alexander III to Innocent III' in *The Two Laws* eds. L. Mayali and S. Tibbetts (Washington, 1990), 55-75. p.61. Kogler, cited by Mayali dates the decretal to after the third Lateran council.

<sup>23</sup> *Ibid.* p.66.

<sup>24</sup> H. Leyser, *Medieval Women: A Social History of Women in England, 450-1500* (London, 1995) contains a photograph of a late medieval font in Gresham church, Norfolk, depicting precisely this scene.



Baderon's wife, Rohaise de Clare, and younger brother of Gilbert fitz Gilbert, earl of Hertford, *qui ipsa die loco consolis uxorem meam michi dedit.*<sup>25</sup> Jean-Baptiste Molin and Protais Mutembe's seminal book, *Le Rituel du Mariage en France*, investigated the development of the rites and customs of marriage in Northern France from the twelfth century but their findings are also applicable to England.<sup>26</sup> They traced the union of the rituals of marriage into a single rite similar to the modern concept of a religious marriage, and the removal of the ceremony from the private domain of the house to the more public forum of the churchyard, hence progressing, via a ceremony at the church door, to the inside of the church itself. This shift to the church has also been linked to changes in the architecture of churches during this period, notably the development of porches in which to conduct the weddings sheltered from the weather but in public view from the fourteenth century.<sup>27</sup> A handful of the surviving *maritagia* provide evidence for this shift to the public sphere of the local church in England by the twelfth century including one of the earliest charters such, dating from c.1138.<sup>28</sup> In this charter Henry de Arden, a major tenant of the earl of Warwick, stated that he granted a marriage portion (*dedisse in franco matrimonio*), *ad ostium ecclesie* when his daughter Letice was wed; this phrasing also occurs as *ad hostium ecclesie*.<sup>29</sup> Indeed the priest who married the couple also appears in one charters as a witness to the gift of the *maritagium* as *Bernardo sacerdote qui desponsavit eos*.<sup>30</sup>

## 2.2: Marriage in Practice

Marriages in the twelfth and thirteenth centuries hence took place against this backdrop of developing sacramental marriage governed by canon law. The impact of these rules can be seen not only in the lives of the kings of France but also within the

<sup>25</sup> *Formulare Anglicanum* no.400. (1139x47). For the dating of this charter see D. Crouch, 'The Marches and the Welsh Kings' in *The Anarchy of King Stephen's Reign* ed. E. King (Oxford, 1994), 255-89 at pp.280-1.

<sup>26</sup> Jean-Baptiste Molin et Protais Mutembe, *Le Rituel du Mariage en France du XIIe au XVIe Siècle* (Paris, 1974)

<sup>27</sup> The celebration of marriage outside the church door seems to have led to the creation of the church porch in the late-thirteenth and fourteenth century. See Brooke, *Medieval Marriage*, ch.10; and also T.P. Smith 'Three Medieval Timber-Framed Church Porches in West Kent: Fawkham, Kemsing and Shoreham' in *Archaeologia Cantiana* 101 (1984), 137-63.

<sup>28</sup> *The Stoneleigh Leger Book*, ed., R.H. Hilton, Dugdale Society 24, (1960) p.8 (c.1138).

<sup>29</sup> P.R.O. C146/1757 (an undated charter of thirteenth-century appearance); This also appears as, *ad ostium ecclesie de Solihull*, P.R.O C146/2560 (probably thirteenth century).

<sup>30</sup> *E.Y.C.* vol. 2 no. 650 (1145x54).



aristocracy. In 1162-3 for example, Agnes daughter of Henry of Essex was betrothed to Aubrey de Vere, earl of Oxford (despite having previously been intended for Aubrey's brother, Geoffrey); by 1163, however, Henry of Essex had fallen from the king's favour and as a consequence Agnes became a much less desirable marriage partner.<sup>31</sup> Aubrey then attempted to detach himself from Agnes but, despite being imprisoned by Aubrey, with the backing of the Church Agnes fought to complete her marriage, and in 1172 the Pope ordered the Bishop of London to ensure that the marriage took place and was consummated within twenty days. Nevertheless in reality marriage did not necessarily conform to the standards set by theologians. Indeed the Church itself had already recognised the need to compromise some of the more radical theological implications of sacramental marriage as we have seen. The aristocracy, out of whose ranks the majority of the clergy were drawn, and the clerics shared many familial and social interests and it was not desirable to make changes too radical.

Firstly the incest prohibition was lowered from seven degrees to a more practical four in 1215.<sup>32</sup> Even this degree of kinship, however, was open to interpretation, papal dispensation for incestuous marriages could often be gained by those who sought it in both the twelfth and thirteenth centuries: Eleanor of Aquitaine's first marriage, for example, was dissolved on the grounds of consanguinity, her second held to be valid despite a nearly equal degree of kinship. The existence of prohibitions on incestuous marriages or forced marriages, and the need for a valid consent also resulted in the creation of what amounted to divorce. Although the Middle Ages had no conception of modern divorce (except on the grounds of female adultery in the early period) marriages could be annulled: this was known as divorce from bed and board (*mensa et thoro*), on the canonical ground that the marriage was not valid. Marriages were, for example, occasionally discovered to be consanguineous after the marriage (perhaps years after), and dissolved by papal decree to allow the parties involved to remarry, and it is hard to escape the suspicion that some people at least married in the knowledge of an incestuous relationship. Marriages could also be dissolved on the

---

<sup>31</sup> C.N.L. Brooke, 'Marriage and Society in the Central Middle Ages' in *Marriage and Society. Studies in the Social History of Marriage* ed. R.B. Outhwaite (London, 1981), 17-34 at p.31.

grounds of one partner's impotence as the aim of marriage was procreation.<sup>33</sup> The Church also conceded that marriages contracted for the purpose of solving a political dispute need not wait for the two parties concerned to give their consent, or to even reach the age of consent, before taking place. Again the life of Christina of Markyate, and the negative reaction she faced from the clergy when she sought to assert her right of consent illustrates that the Church did not always practice what it preached.

Another example of the dichotomy between reality and theory is that of the celibacy of priests. Although the Gregorian reform movement had attempted to eradicate clerical marriage, even this move may not have entirely stopped clerical marriage or concubinage; recent work has challenged the view that after the time of Abelard the clergy was by and large celibate, or at least was fairly discrete. There is documentary evidence that, even though officially celibate, relatively high ranking clergy could support mistresses and provide for their children with no sanctions or hindrance to their careers.<sup>34</sup> Several of the marriage charters illustrate priests granting gifts of a marriage portion to a female relative who in a number of cases is referred to as daughter; in others the term used is niece or *nepte* which is occasionally to be translated as grand-daughter but may also be a polite euphemism for illegitimate daughter.<sup>35</sup>

Furthermore, despite the overall shift towards public and religious ceremonies, the Church could not actually compel people to marry in this way although it did make various attempts to.<sup>36</sup> The stress laid by the Church on the importance of consent

---

<sup>32</sup> See above p.17. It has been suggested that the change arose from a re-evaluation of how degrees were calculated rather than a radical change.

<sup>33</sup> Impotence trials which were conducted by respectable women exposing their breasts in an attempt to arouse the man, must have taken on a surreal and nightmarish quality for the accused.

<sup>34</sup> For an example of this see N. Vincent, 'New Light on Master Alexander of Swerford (d.1246): The Career and Connections of an Oxfordshire Civil Servant' (forthcoming *Oxoniensis*), pp. 13-15 of the document. I owe this reference to Dr Vincent who kindly sent me an advance copy of his article. This discusses the evidence presented by surviving documents for the existence of mistresses and children of court clergy in the reign of Henry. For a more traditional view of the effects of the Church reforms, focusing on England, see Brooke 'Gregorian Reform in Action'.

<sup>35</sup> Alexander del Castel, a chaplain, for example, gave William de Pesem and Alice, his daughter, a tenement in Smithfield, London, in free marriage. *The Cartulary of St Bartholomew's Hospital*, ed. N. Kerling (London, 1973), no.136 (c.1180).

<sup>36</sup> Various councils had asserted that a valid marriage required a priestly blessing (Rouen in 1072 and Winchester in 1076) but later councils such as the 1102 Council of Westminster placed the

alone in making a valid marriage had resulted in the concession that the consent of the wedding couple alone was all that was necessary to make a valid marriage.<sup>37</sup> Not even the presence of a cleric was required so long as consent was exchanged between a couple. As a result a couple could choose to wed clandestinely, with either one or two witnesses and a priest, or even with no other participants at all. The phenomenon of the secret wedding, with its attraction for all manner of people who hoped to conceal a wedding, such as secret lovers, or bigamists has proven to be a rich area of study: both as the phenomenon itself, and the legal ramifications and challenges to the secret wedding.<sup>38</sup>

Consent, however, needed to be expressed in the present tense, and the bind was what was considered to be present consent by ecclesiastical lawyers. A swift reflection on the uses of "I will" in the English language is enough to make one appreciate that it can be extremely difficult to differentiate between the intent of present or future consent. Indeed it is clear from the evidence from law suits that clandestine marriage was a legal minefield; consent did indeed make a marriage but it was difficult for all concerned to interpret which particular type of consent had been utilised at the ceremony. Nor were clandestine marriages a problem only for the laity; James Brundage discussed the difficulty that medieval canon lawyers found in distinguishing between concubinage and clandestine marriages in a society where both were fairly common.<sup>39</sup> It is also difficult to evaluate how far lay society would have absorbed ecclesiastical doctrines on marriage. It is debatable how much men and women in the twelfth and thirteenth centuries would have been aware of the exact position of the Church on marriage although by the fourteenth century the evidence provided by marital litigation in York suggests that knowledge that words alone could make a marriage was widespread in society: William Bridesall, who was a mentally retarded

---

emphasis on witnesses and even here the Church was to give way; Moule, *The Entry into Marriage* p. 242-3.

<sup>37</sup> Although the Church could not invalidate a clandestine marriage, it did try to make them illegal; for instance the Council of Westminster, in 1175, stated that a true marriage could only be created by a *public* blessing by a priest; Moule, *The Entry into Marriage*, p.247.

<sup>38</sup> C. Donahue, 'English and French Marriage Cases. Might the difference be explained by the differences in the property systems?' in L. Bonfield, ed., *Marriage, Property and Succession* (Berlin, 1992), 339-66, and R. H. Helmholz, *Marriage Litigation in Medieval England* (Cambridge, 1974).



beggar, was aware that a private exchange of vows could marry a couple, for example.<sup>40</sup> Nevertheless, as the litigation shows, at least one party in the suit was unaware of the correct form these words should take and was unable to force a vow of present consent, and thus a valid marriage, from the would-be spouse. Furthermore despite this emphasis on consent, it is evident that many lay persons considered that the fact of sexual intercourse played a large role in creating a valid marriage despite the long acceptance within the Church of the theory of consent alone.

Once the ceremony had been conducted, then as now, festivities and merry making took place. These are naturally better documented for the highest ranks of society. The marriage of William the Lion of Scotland to Ermengard of Beaumont in 1186 was celebrated with a mass, then the wedding party retired to the palace of Woodstock where Henry II provided all the necessities for the festivities which continued for four days.<sup>41</sup> The wedding then being completed William handed over his new bride to the bishop of Glasgow and the barons who had accompanied him to journey to Scotland while William and Henry retired to Marlborough. The wedding of William's descendant, Alexander III of Scotland, to Margaret daughter of John in 1251 seems to have been even more lavish.<sup>42</sup> Preparations began in July for the acquisition of beasts to be pastured in York for the post Christmas celebration including 200 deer, swans, peacocks and salmon in addition to 148 tuns of wine. A twelfth-century charter provides a glimpse of the more sober events that could surround a marriage: the marcher lord Baderon de Monmouth donated tithes from Monmouth to the Prior of Monmouth on the day that he wed Rohais de Clare at Chepstow (Strigoil), and this gift was later followed with the symbolic gift of a knife

---

<sup>39</sup> J. Brundage, 'Concubinage and Marriage in Medieval Canon Law' in *The Journal of Medieval History* 1 (1975), 1-17.

<sup>40</sup> F. Pedersen, 'Did the Medieval Laity Know the Canon Law Rules on Marriage? Some Evidence from Fourteenth Century York Cause Papers' in *Mediaeval Studies* 56 (1994), 111-52 at p.151. C. Duggan also gives a few examples of the problems people had with the marriage laws in 'Equity and Compassion in Papal Marriage Decretals in England' in W. Van Hoecke and A. Welkenhuysen, ed., *Love and Marriage in the Twelfth Century* (Leuvan, 1981), 59-87; see pp.70-2 for example.

<sup>41</sup> *Gesta Regis Henrici Secundi Benedicti Abbatis* ed., W. Stubbs, (2 vols., Rolls Series 49,1867), vol.1 p.351.

<sup>42</sup> K. Staniland, 'The Nuptials of Alexander III of Scotland and Margaret Plantagenet' in *Nottingham Mediaeval Studies* 30 (1986), 20-45.

at the altar.<sup>43</sup> In literature too the wedding ceremony was accompanied by a feast: in the *Legend of Fulk fitzWarin* William Peverel tint une feste mout riche a les esposayles and after the feasting the groom, Guaryn or Warin, took his wife and his company to Blauncheville (incidentally the bride's marriage portion) and remained there for forty days.<sup>44</sup>

Festivities also took place at a less exulted level, and some weddings could also become more riotous, or even dangerous (perhaps as a result of all the feasting), as two examples from thirteenth-century inquisitions show. In 1268 John de Octon was ordered to enquire into the death of one Adam de Auwerne and the events surrounding this death provide a fascinating window into the wedding customs of one particular area. A unnamed man referred to as a stranger, being newly wed, was taking his wife and the wedding party to one end of the town of Byram (N.R. Yorks.), when a certain William Selisaule asked for a ball which it was the custom to give (presumably after a wedding, for a local game of football). The party, perhaps being strangers and unaware of the custom of the town, did not have ball but instead gave him a pair of gloves as pledge for the eventual presentation of the ball. Afterwards, continuing towards their destination, other men of the town approached the party and asked for a ball but were also denied one on the grounds that a pledge had already been given for one. 'And so there arose a dispute and the wedding party being slightly drunk assaulted the men of Byrun with axes and bows and arrows and wounded very many'.<sup>45</sup> At another wedding ceremony or celebration at the house of John Julian in 1301 two of the guests became involved in a quarrel (no mention this time of alcohol, however), and after leaving the house as a consequence, one guest, Neal le Roser, was attacked by another, Thomas Attegrene, only then to kill him in self defence.<sup>46</sup>

---

<sup>43</sup> *Formulare Anglicanum* no. 400.(1139x47).

<sup>44</sup> Stevenson, *Radulfi de Coggeshall*, p. 293.

<sup>45</sup> This did not however in itself produce the inquisition. The inquiry, which one cannot help but feel is being slightly economical with the true facts, stated that the unfortunate William Selisaule hearing the noise rushed to the fray thinking that it was for the ball for which he had a pledge: he 'ran with a stick to appease the dispute'. On arrival at the scene he was attacked by a certain William son of Ralph de Rotil and attacking him in self defence mistakenly hit Adam de Auwerne instead, who died of his wounds. *Cal. Inq. Miscellaneous* vol. 1, no. 359.

<sup>46</sup> *Cal. Inq. Miscellaneous* vol.1 no. 2407.



Marriages thus did not inevitably comply with Church regulations. Nor did everyone in society grasp the importance of marriage as the Church would have desired. Here I refer to the large numbers of children born outside of marriage, whose parents then married after their birth (sometimes many years after the birth), despite the bastardy legislation, not to mention those whose parents never wed at all. This was not confined to the rich and powerful who could evade the consequences, or to the servile who might not have cared, but was widespread throughout society. The timing of a marriage was more pressing in England than on the continent as English law did not permit subsequent marriage to legitimise children born out of wedlock as ecclesiastical and continental law did.<sup>47</sup> Despite all the pressure to have children within a lawful marriage, or even to conduct sexual relations within a lawful marriage, the evidence provided by English civil or criminal cases, or the ecclesiastical courts is proof that many people did not feel obliged to marry before the birth of a child, even to make that child legitimate. In 1200, for example, Roger son of Gilbert and Alice his sister were given a day to hear the result of a plea of bastardy brought by William le Verre, Basilia his wife, Thomas and Maria, Thomas's great-aunt (*matertere*); Alice was eventually proved to be legitimate but Roger was deemed to have been born before the marriage of their parents and hence not able to inherit under English law.<sup>48</sup> In the 1244 inquiry as to the heir of Ralph de Fetherestan, the sheriff of York declared that Olive, his daughter was heir, 'because he kept a certain woman named Emma for ten years before he married her and begot of her Richard his son, and after their marriage he begot of her the said Olive'.<sup>49</sup>

### 2.3: Marriage in Medieval Literature

As one would expect, given the importance of marriage to most of medieval society, marriage was one of the main themes of medieval literature, either overtly as the subject of the piece or taken for granted. The hagiography of female saints, although removed from the lives of secular women, also often contained marital imagery as a

---

<sup>47</sup> The barons of England specifically stated that *nolumus mutare leges Anglie*, when the bishops attempted to make common law comply with canon law on this point.

<sup>48</sup> *C.R.R.* vol.1 p.334. In 1221 in Derbyshire one Henry son of Luke came before the court and denied the allegation of bastardy made against him but admitted that he had been conceived before the marriage of his parents (*genitus antequam mater sua esset patri suo desponsata*): *C.R.R.* vol.10 pp. 246-7.

<sup>49</sup> *Cal. Inq. Post Mortem* vol. 1. no. 32.

metaphor for nuns' lives; female saints or holy women had to deliberately reject men and earthly marriage for a union with Christ. The image of women as mother, a role inseparable from marriage, was also featured in hagiography where this role was expressed through the Christ-child. Men too had to renounce women for their God but they were not wedded to Christ with quite the same overt symbolism that nuns were. We can use the literature, therefore, as a guide to attitudes towards marriage when the work was written. Although the study of medieval literature is a vast field it is possible to summarise some general conclusions concerning medieval marriage.<sup>50</sup>

The views of marriage presented by literature provide a counterbalance to those presented by the historical evidence. They supply emotional texture and colour to the often dry and unemotional picture conveyed by charters and *conventiones* and provide a reminder that marriage cannot be disentangled from emotional response; 'what emerges from these texts is the importance of marriage, not only as an economic and social convention, but also as a field of emotive ideals'.<sup>51</sup> However, despite being overtly concerned with romantic love, medieval literature tacitly reinforced the view that practical considerations, such as the wealth and status of a partner, led to a fulfilling marriage, (in other words the type of partner likely to be selected by a parent). In *Ruodlieb*, for example, a poem first written down in the later-eleventh century, the eponymous hero encountered the 'Old Husband' who selected his bride for personal reasons without considering her suitability to run a household leading to disaster and unhappiness.<sup>52</sup> A wise marriage, on the other hand, was shown to be similar to that made by the 'Young Husband'; he married the widow of his lord, a woman with proven skills and also high status and lived happily. When *Ruodlieb*'s kinsman also decided to wed the poet narrated that, 'when they [the couple] saw that her mother approved, and that the families of the couple were well matched in importance and wealth, they carefully investigated whether they would suit each other'.<sup>53</sup> In other words a proper, and hence happy, marriage here, as in other romances, is really predicated on comparable lifestyles. In literature the bride, or

---

<sup>50</sup> In order to do this I have drawn heavily upon N. Cartlidge, *Medieval Marriage. Literary Approaches 1100-1300* (Cambridge, 1997). The conclusions are, however, my own.

<sup>51</sup> Cartlidge, *Medieval Marriage* p.73.

<sup>52</sup> *Ibid.*, p. 36.

<sup>53</sup> *Ruodlieb* XIV. 60-3, trans., Cartlidge, *Medieval Marriage* p. 37.



romantic heroine, is always well-born and beautiful, her suitor of comparable status, or penniless but enriched by his prowess and noble bearing. The qualities necessary in a successful marriage are thus evident.

In other works, such as the *Owl and the Nightingale* or Chaucer's *Canterbury Tales*, which present a more realistic account of marriage, it is evident that the husband and wife have been married more for practical than romantic reasons and the marriages are often arranged. In her twelfth-century *lais* Marie de France presented marriages which were arranged, lacking the true consent of the woman and thus legitimising a romance outside of marriage.<sup>54</sup> In the *lai Milun*, for instance, Marie showed a girl falling in love with a landless knight but the two never consider marriage which will be arranged for her by her father.<sup>55</sup> Again such marriages are presented as the most suitable option for a couple; even the nightingale in the *Owl and the Nightingale*, whilst defending women and romantic love, stating that it was natural for young girls to 'fall', declared that 'such love [youthful infatuation] does not last long'. The role of the family in gaining the bride's consent to such a marriage is detailed in the *Hali Meithad*, when the poet warned women that their family, 'eggs you on to marriage and a husband's embrace, telling you how delightful it is, what ease and splendour is enjoyed by married ladies, and how much good may come about through your children'.<sup>56</sup> It was perhaps this type of arranged marriage that Heloise railed against when she claimed that she would rather be Abelard's lover than his wife; he later recalled, *quam sibi carius existeret mihi que honestius amicam dici quam uxorem ut me ei sola gratia conservaret, non vis aliqua vinculi nuptialis constringeret*.<sup>57</sup> It is clear from these works that marriages were arranged or heavily influenced by the families of the couple.

Although it is romantic love outside of matrimony which is extolled in much of the medieval literature, perhaps because most medieval marriages were arranged and lacked spontaneous passion, it is nevertheless clear that marital partners could and did

---

<sup>54</sup> B. Williams, "Cursed be my Parents": A View of Marriage from the *Lais* of Marie de France' in C. Meek and K. Simms, ed., *The Fragility of Her Sex? Medieval Irishwomen in their European Context* (Dublin, 1996), 73-86.

<sup>55</sup> Williams, "Cursed be my Parents" p.79.

<sup>56</sup> Quoted in Cartlidge, *Medieval Marriage*, p. 148.

feel affection for one another. Indeed in *Le Petit Plet* one of the narrators mourns his wife and her loss as 'the greatest grief in the world' and defends her against the cynical views of the other character. In the romance of *Erec et Enide* the love of the married couple is often obscured by other factors but never really in doubt, they are made for each other.

The medieval literature thus presented a varied view of medieval marriage ranging from the romantic to the practical. It recognised that men and women could have a variety of experiences of marriage ranging from portraits of an adulterous wife or a violent husband, but the happily married couple were also presented in literature. It is clear from the literature that most marriages were arranged for practical purposes even when the principle of mutual consent had been introduced by the Church. This may have led to romantic feelings being expressed outside the sphere of marriage, but it is also evident from the literature that there was an expectation that proper marital affection (which differed from the excesses of romantic love), could only grow between partners who were socially equal. In other words, between people whose marriages would have been approved by their parents.

#### 2.4: Women and Marriage

The study of marriage is particularly pertinent to a study of medieval women;<sup>58</sup> this is the result of the fact that a woman's life was affected by the consequences of her marriage in a way that a man's was not.<sup>59</sup> Marriage affected both how a medieval female was perceived in society and her legal rights; women's powers and status were chiefly derived through the family and also through the medium of marriage and they were not expected to work to support a family.<sup>60</sup> In charters whilst men are usually

---

<sup>57</sup> *Ibid.* pp.64-5.

<sup>58</sup> See for example, Mavis Mate, *Daughters, Wives and Widows after the Black Death: Women in Sussex 1350-1535* (Woodbridge, 1998). Note the implication of the title, that women were primarily defined by being daughters or wives.

<sup>59</sup> Duby, *Medieval Marriage*, illustrates how men could also be confined by marriage; he shows how, for the Maçon region of France in the twelfth century, marriage was confined to a small percentage of aristocratic men. As a result only married men had superior status, others were perceived as *juvenes*. Nevertheless the *juvenes* did have the opportunity to support themselves and eventually amass enough wealth or patronage to enable them to wed.

<sup>60</sup> J.A. McNamara and S. Wemple 'The Power of Women, 500-1000' in M. Erler and M. Kowaleski, ed., *Women and Power in the Middle Ages* (Georgia, 1988), 83-101, pp.6-7. This is, of course, not to say that women did not work.



referred to as someone's son, or by a toponym or trade description, women are almost invariably known as the wife (or daughter occasionally) of a man and the expectation was that women would wed and that this would be their primary role.<sup>61</sup> It is true that women of the nobility could enter convents rather than marry, but even prior to the Reformation the numbers of female religious were a fraction of that of monks, and it is also debatable how far women were able to choose religion rather than have religion imposed on them.<sup>62</sup> Peasant women's marital choices were probably limited by their financial status rather than any other consideration, but here too the majority would have been expected to wed; convents were not even an option for those unable to finance an entry gift.<sup>63</sup> An unmarried woman was extraordinary, or at least remains invisible in our sources (presumably not all women did wed, and these remained within the family, perhaps as a nurse for elderly parents or other relatives). Hence even general works on women such as *The English Noblewoman*, or collections of sources devoted to women, for example *Women of the English Nobility and Gentry*, therefore include material on marriage in order to give a full account of the lives of medieval women.<sup>64</sup>

One of the reasons why marriage was so central to women's lives were the restrictions placed upon women by medieval society which limited their powers of action. Literary and theological models inherited from Rome, or Roman law,

---

<sup>61</sup> In times of economic crisis, for example, female employees suffered from restrictions on their employment before the jobs of men were affected.

<sup>62</sup> J. Burton, *Monastic and Religious Orders in Britain* (Cambridge, 1994), chapter five. Nunneries were a convenient place in which to dispose of unwanted or inconvenient females such as younger sisters who might share in inheritance, or in which to rest politically sensitive women - Gwenllian, daughter of Llywelyn ap Gruffydd and Eleanor de Montfort, was placed in a nunnery shortly after the conquest of Wales; J. Maddicott, *Simon de Montfort* (Cambridge, 1994) p.371.

<sup>63</sup> The choices of women are discussed by Noonan, 'Power to Choose', p.33; and E. Power 'The Position of Women' in G.C. Crump and E.F. Jacob ed., *The Legacy of the Middle Ages* (Oxford, 1926), 401-34, at pp.11-14. Despite the fact that women supposedly had the option of choosing the veil, the story of Christina of Markyate shows that many families were unhappy about a woman exerting even this limited option.

<sup>64</sup> J. Ward *English Noblewomen in the Later Middle Ages* (London, 1992). J. Ward, ed. and trans., *Women of the English Nobility and Gentry 1066-1500* (Manchester, 1995). An easy introduction to these aspects of marriage can be found in books such as *Wife and Widow in Medieval England*, which collect articles or papers given by historians who have an interest in the history of women: S. Sheridan Walker, ed., *Wife and Widow in Medieval England* (Ann Arbor, 1993). This is one of the more recent collections of articles and contains work on a variety of aspects of marriage, such as re-marriage of widows and dower. Other similar books include: Leyser, *Medieval Women*; R. Thee Morewedge, ed., *The Role of Women in the Middle Ages* (Albany, 1975); D. Baker and R. Hill, ed., *Medieval Women* (Oxford, 1978).



presented an image of women as physically, mentally and morally inferior to men; women were prone to irrational behaviour and obsessed with sex. These models were reinforced by accepted medical opinions based on Greek authors, which also classified women as subordinate to men: the majority of women were dominated by cold, wet humors, as opposed to a masculine predominance of hot, dry humors, predisposing them to irrational thoughts and susceptibility to emotion; and their wombs were prone to wander causing hysterical behaviour.<sup>65</sup> This made females unfit to act rationally or independently. Religious examples did little to counter this negative view. Damagingly it was Eve who had been responsible for the Fall of humanity from grace and the Church saw Eve's daughters' subordination to Adam's sons to be a result of this action. The image of Mary as mother only served to reinforce the message that a woman's role was in the home. These images and models contributed to the inferior position of women in medieval society and expectation created experience; women were perceived both as childlike, making irrational decisions, and as a danger to society and largely denied the opportunity to prove themselves. In short they needed the guidance or control of a man to protect both themselves and society.

Legally a woman was in the custody of her father until she married and upon marriage she fell under the guardianship of her husband; from the late-thirteenth century married women were therefore known as *femmes couvertes*. This subordinate status extended to many aspects of a woman's life such as her inability to testify in court, but for our purposes its main implication was for a woman's seisin of property. Upon marriage the husband became the joint owner of his wife's property and any legal actions concerning the land had to be undertaken jointly, but if he wanted to lease, sell or grant her lands for the duration of the marriage he was able to do so alone and the transaction was valid for his lifetime.<sup>66</sup> The wife's only recourse to such actions was to bring a writ in her widowhood to regain her lands. A wife could not exercise the same rights as her husband whilst he lived, and any grants or sales she made while

---

<sup>65</sup> See for example, S. Rubin, *Medieval English Medicine* (London, 1974) p.191, or R.S. Gottfried, *Doctors and Medicine in Medieval England, 1340-1530* (Princeton, 1986), pp.193-5.

<sup>66</sup> R.M. Smith 'Women's Property Rights Under Customary Law: Some developments in the thirteenth and fourteenth centuries' in *T.R.H.S.* 5<sup>th</sup> series 36 (1986), 165-94, at 182-5. Medieval court records, however, are not always as full as one would like and it is possible that these cases also involve the land of the woman although not explicitly mentioned as such.



married were invalid.<sup>67</sup> Her ability to protect her chattels was even more limited, they became the property of her husband during the marriage, and the widow was left with only one half or a third of the residue.<sup>68</sup> The consent of the wife to donations concerning her lands (including dower lands) was necessary in order to make the husband's transaction permanent, and hence sought by donors either in the form of a joint grant at the time of the transaction or a later confirmation. The right of a wife to refuse consent was also protected by the Church and by the courts although this did not rule out the possibility of coercion.<sup>69</sup> The joint grants or later confirmations made by widows subsequently provides clues to female land holding. This did not of course mean that women had little or no interest in their lands indeed the evidence from both pleas to restore seisin, and the land grants/sales show that women must have needed an intimate knowledge of their land. It is clear that, whatever their legal status, women did not necessarily hand over all knowledge and control of their lands to their husbands. However husbands are often described as acting as their wives' attorneys in cases concerning the property of the woman, and it remained a fact that, however capable, a married women could not go to law in her own name. On the other hand it is debatable to what extent many men, despite being free to act at law, were personally involved in legal cases; Sue Sheridan Walker points out that as the process of the law became increasingly more complex as a result of the twelfth-century legal reforms it was more and more necessary to employ a professional to act as attorney who may or may not be noted as such in the legal records.<sup>70</sup>

A widow, in contrast to a wife, was a different legal entity (known as a *femme sole* from the later-thirteenth century), and widows gained full seisin of her lands with the ability to reclaim lands granted from her by her husband. This ability was limited to the period of her widowhood and hence charters made by women are at pains to

---

<sup>67</sup> Indeed Bracton cites a writ for the purpose of reclaiming land which had been illegally granted by a wife: *quam clamat esse jus et hereditatem suam jus et maritagium ipsius mulieris rationabilem dotem de rationabili dote ipsius mulieris quam habuit de dono talis quondam viri sui, et in quam predictus talis non habet ingressum nisi per predictam talem mulierem que illud ei dimisit sine assensu et voluntate predicti talis viri sui ut dicit*; Bracton vol.4 p. 35.

<sup>68</sup> Pollock and Maitland, *History of English Law*, vol.2 p. 427.

<sup>69</sup> This will be discussed in chapter four on law.

<sup>70</sup> S. Sheridan Walker, 'Litigation as Personal Quest: Suing for Dower in the Royal Courts, circa 1272-1350' in *Wife and Widow in Medieval England*, ed. Sue Sheridan Walker, (Ann Arbor, 1993) 81-108, at p.99.

stress that the grant was made *in ligia potestate et viduitate* of the donor. Technically a single woman might have the same ability once she came of age but I have found no examples of such women; even abbesses had come increasingly under pressure during the twelfth century to submit to the guidance of men in the running of their nunneries.<sup>71</sup> As most women married at some stage in their lives, some repeatedly so, many passed much of their lives in the custody of their husbands along with their property, and only a fraction of the female population was able to act independently of male control.

The rights of women to own or control property in the first place were also closely bound up with the fact of their femininity and hence with their marriages. A woman, theoretically incapable of performing military service personally, could have no claims on her father's lands where and if land was held by personal military service.<sup>72</sup> The gradual commutation of personal service to the provision of men to do that service, however, allowed women a claim in default of male heirs who could take precedence over her and it is clear that women could inherit land by the twelfth century in default of male heirs. Daughters or sisters were even preferable to uncles or cousins if a man had no sons by this period. Holt concluded that this was the result of a pragmatic approach to lineage: 'a woman inherited not because of any title...but because, in the absence of male heirs in the same generation, she was the only means of continuing the lineage'.<sup>73</sup> Unlike a male heir, however, who inherited his land individually, women with an equal degree of descent, again at least from the twelfth century onwards, became co-parceners; in other words the inheritance was shared between all females of the same degree of kinship.<sup>74</sup> This practice was almost certainly connected with the custom of giving more than one daughter a *maritagium*.<sup>75</sup> Here too we see that the period 1100-1300 was one of great change: in the twelfth century, although partition seems to have been the customary practice, an equal division of land was not

---

<sup>71</sup> Holt too concluded that 'no spinster can be found in enjoyment of her inheritance'; Holt, 'Heiress and the Alien', p.4.

<sup>72</sup> This was despite the fact that Norman and English history was littered with amazons such as Mabel de Bellême who was eventually murdered in her bed, the Empress Matilda, and Queen Matilda, Stephen's wife, who was responsible for the recapture of Dover from the Angevin forces.

<sup>73</sup> Holt, 'Heiress and the Alien', p.3.

<sup>74</sup> *Ibid. passim*.

<sup>75</sup> See also chapter eight.



necessarily always achieved; by the mid-thirteenth century nearly all cases of female inheritance were divided relatively equally and smoothly. This change in practice has been linked to the growth of a bureaucratic monarchy by Waugh, who traced the influence of royal justice to enforce partition, and royal officials to act as partitioners on female inheritance, but it also fits with the shift from custom to law over this period.<sup>76</sup>

Although women could inherit land control over the land was, as we have seen, exercised by their husbands and this fact, combined with the vestiges of the personal performance of military service owed for lands, resulted in the claim, and exercise of that claim, of the lord of the fee to supervise the marriage of a woman, particularly that of an heiress, or a widow in order that her husband might be a suitable tenant. Fatherless children whose land was held by socage tenure became the wards of their nearest kin, who acted as foster parents; in contrast heirs to land held by military tenure fell to the guardianship of their lord (the king if the heir held any lands in-chief). It also became accepted custom that guardian could then sell the custody of the heir and lands, and/or their marriage to whoever he pleased or use the marriage as patronage or to further his own lands. The marriages of orphaned or fatherless heiresses and heirs consequently a highly sought commodity. As Walker states, 'feudal wardship was a lucrative right for the guardian enjoyed the profits of the fief and was entitled to the value of the lord's marriage'.<sup>77</sup> This latter point has been made clear by Waugh's examinations of the profits of royal wardships and marriages but we can also apply his conclusions to other guardians.<sup>78</sup> Not only could the crown benefit fiscally from selling the marriages (sometimes with, sometimes without, the custody of the ward), but marriages of heiresses in particular could be used as patronage, to reinforce crown policies in particular areas, or to provide for other

---

<sup>76</sup> S. Waugh, 'Women's Inheritance and the Growth of Bureaucratic Monarchy' in *Nottingham Mediaeval Studies* 34 (1990), 71-92.

<sup>77</sup> S. Sheridan Walker, 'The Feudal Family and the Common Law Courts: the pleas protecting rights of wardship and marriage c.1225-1375' in *Journal of Medieval History* 14 (1988), 13-31, at p.14.

<sup>78</sup> S. Waugh, 'The Fiscal Uses of Royal Wardships in the Reign of Edward I' in P.R. Coss and S.R. Lloyd ed., *Thirteenth Century England I* (Woodbridge, 1986)53-60, is a detailed account of how Edward used the resources available to him owing to royal rights of wardship; and S. Waugh, *The Lordship of England: Royal Wardships and Marriages in English Society and Politics 1217-1327* (Princeton, 1988)

members of the royal family.<sup>79</sup> The rights of both the ward and the guardian regarding marriage have been exhaustively discussed by Walker. Amongst the points she discussed was that pleas of ravishment brought before the court mainly concerned suits by people who claimed that they were the legal guardian and had the right to the ward's marriage, rather than by the ward him/herself. Wards seem generally to have married the person chosen for them without protest; indeed a guardian lost all rights to the marriage of a ward if a match had not been arranged by the time that the heir came of age. This is not to state, however, that no ward married without permission, and those that did had to pay a fine for the privilege, but that consent to the arranged marriage does not seem to have been at issue for most wards.

It is clear that, like wards, aristocratic widows could also be, and probably often were, compelled to marry; the Coronation Charter of Henry I, for example, stated that widows would be able to remarry according to their own will, making it clear that this had not invariably been the case previously. The fact that over a century later both Magna Carta, and the Charter of the Barons, restated this point shows that widows were still not entirely free to choose whether or not to marry despite legislation. Richard I, for example, was able to compel the widowed Hawise, countess of Aumale, to marry William de Forz by seizing her goods worth £115 from her and selling them against her will.<sup>80</sup> After the reign of John, however, evidence can be found of widows purchasing licenses to marry where they will in the rolls. This gave them some measure of surety and may have been a departure from the position of widows before the thirteenth century.<sup>81</sup>

In addition to the lack of choice a woman had in whether to marry at all or not, it is debatable how much control women had over whom they married. Coercion was often employed by families: even where physical punishment was omitted,

---

<sup>79</sup> J. Lally, 'Secular Politics at the Court of King Henry II' in *B.I.H.R.* 49 (1976), 159-84.

<sup>80</sup> *Pipe Roll 6 Richard I*, ed., D.M. Stenton (*Pipe Roll Society new series* 5, 1928) p.163.

<sup>81</sup> S. Sheridan Walker, 'Feudal Constraint and Free Consent in the Making of Marriage in Medieval England: Widows in the King's Gift' in *Canadian Historical Society Papers* 97 (1979). Widows could always marry without licence, risking the king's displeasure, and pay a fine after the event; one of the best examples of remarriage without consent is that of Joanna countess of Clare, daughter of Edward I, who remarried a member of her husband's entourage invoking the displeasure of her father who had planned an entirely weightier match for her.



psychological pressures could be brought to bear. Duby gives an example of a man handing his wife a girl who would not wed to change her mind. Even where a woman was given a choice in marriage it was often confined to choosing one out of a selection of potential husbands. Peasant women are often perceived to have had more choice over their partner; even here, however, most seem to have been guided by their families. According to Hanawalt, 'while most young [peasant] women had marriages arranged for them, one third may have had free choice in selecting husbands'.<sup>82</sup> With regard to the marriages of peasant women it is also worth noting the debate over *merchet* originally proposed by Scammell as a payment for marriage which became used as a test of status to mark freemen from the unfree.<sup>83</sup> This idea has come under attack from Searle who saw *merchet* as a method of controlling land tenure on the part of the lord, and a tax on the dowries of peasant girls who might be lost to the lord if they married outside the manor.<sup>84</sup> This latter idea of *merchet* as a method of control seems to have prevailed over Scammell's concept, and also dovetails with the control of the marriages of wards. The existence of these fines and controls on marriage, and their seeming acceptance in society, again suggests that medieval men and women had few problems with the concept of limited marital choice.

Marriage however, provided women not only with a position in society, and perhaps the chance to exercise some measure of independence within the home, but also with an endowment. The vast majority of women could not expect to inherit land from their parents (if twenty percent of households are statistically likely to produce no male heir in each generation, leaving one or more heiresses, conversely the remaining eighty percent of households would be inherited by a man), but marriage actually provided an opportunity for women to gain some form of lands or chattels. The

---

<sup>82</sup> B. Hanawalt, *The Ties that Bound. Peasant Families in Medieval England* (Oxford, 1986), p.201. Hanawalt discusses peasant marriage at pp.197-204. The above conclusion has been reached by studying *merchet* fines for marriage; she concluded also that the women paying their own *merchet* had accumulated wealth through a job of some description, and that they probably came from the poorer peasant families.

<sup>83</sup> J. Scammell, 'Freedom and Marriage in Medieval England' in *Economic History Review* 27 (1974), 523-37, originally proposed this interpretation of *merchet*. See also her, 'Wife-Rents and *Merchet*' in *Economic History Review* 29 (1976), 487-90, for a reply to criticism of this idea.

<sup>84</sup> E. Searle, 'Freedom and Marriage in Medieval England: An alternative hypothesis' in *Economic History Review* 29 (1976), 482-6; E. Searle, 'Seigneurial Control of Women's Marriage: The antecedents and functions of *merchet* in England' in *Past and Present* 82 (1979), 3-43. This debate



endowments made upon marriage were intended to provide security for a woman in her widowhood; again like her inheritance she could only exercise her seisin of land once she became a widow. Marital customs in the Middle Ages in both England and the continent included two gifts at marriage: dower, from the husband to his wife; and *maritagium*, a gift from the bride's family to the husband.<sup>85</sup> Glanvill refers to both types of gift with the same term *dos* even though the term *maritagium* was already in use in the twelfth century to refer to the marriage portion reserving *dos* for dower.<sup>86</sup> Glanvill explained, 'in Roman law the word *dos* has a different meaning: there *dos* is properly used for that which is given with a woman to her husband, which is commonly called *maritagium*, a marriage portion'. Both gifts were given at the church door, probably after the ceremony in our period, the charters cited above show that the marriage portion was indeed granted at the ceremony at the church, but were almost certainly extensively discussed prior to the wedding.<sup>87</sup> Again both were of benefit to a widow but whereas a marriage portion was only granted once a woman could acquire any number of dowers as the literary wife of Bath, or the twelfth-century widows in the *Rotuli de Dominabus* testify. Marriage, therefore, denied a woman control over land she already possessed, but granted her seisin of property beyond that allowed her by inheritance laws.

Of the two gifts the marriage portion seems, as we shall see from the surviving legal evidence and charters, to have been the more straightforward grant; dower rules altered throughout the twelfth and thirteenth centuries and these changes could disadvantage women. As a result of the uncertainty which could arise from dower provision a vast amount of litigation is recorded on the rolls; perhaps the highest proportion of female participation in medieval legal cases as dower cases necessarily had to involve the widow, although if she re-married her spouse had to join the plea

---

has been joined by other historians; for example see P.A. Brand and P.R. Hyams, 'Seigneurial Control of Women's Marriage' in *Past and Present* 99 (1983), 124-48.

<sup>85</sup> L. Bonfield, 'Property Settlements on Marriage in England from the Anglo-Saxons to the Mid Eighteenth Century' in *Marriage, Property and Succession*, 287-308; this discusses marital gifts in English law in the Middle Ages.

<sup>86</sup> *Glanvill* bk. vi, 1 (for *dos* as dower) and bk. vii, 1 (for the marriage portion). We also find *douarium* in use for dower proper: *ego Edith...de duario meo de Weston dedi*; *The Thame cartulary* ed. H.E. Salter, Oxford Historical Society 25, (1947) no. 2 (1137).

<sup>87</sup> See above, p.20.



for dower rights.<sup>88</sup> When Glanvill, for example, postulated that dower was granted at the church door the inference was that a woman not so dowered had no claim to lands in her widowhood. Some women may therefore not have received dower at all. For example in 1224 Isabella, widow of Robert son of Geoffrey, claimed one messuage in Walton from Robert's son Geoffrey who denied the claim on the grounds that she already held a third of his father's lands in marriage and held that unjustly as Isabella had not been dowered at the door of the minster church (*ad hostium monasterii*).<sup>89</sup> Geoffrey claimed that this was so because Robert had been found in a room with Isabella and been forced to wed her (in the struggle Robert had lost his nose –*ita quod omnisit nasum*). Geoffrey's claim was upheld and Isabella denied her dower on the grounds that she had not been dowered in the proscribed manner. Even after the rule that women could only be dowered with lands that the husband possessed on his marriage was relaxed women continued to use the wedding day seisin of their husbands in dower claims until the mid-thirteenth century.<sup>90</sup> Dower could also be retracted if the marriage was dissolved on the grounds of consanguinity, and also, in this period, if the marriage was dissolved on the grounds of female adultery. This could leave women in a precarious financial position. Furthermore dower also only created a life estate for the woman, hence she could not permanently alienate the land and the heir could challenge any misuse of her dower lands; the dower portion was not to include any strategic castles or the chief messuage of the demesne.

Dower rules also varied depending on how the land was itself held. The dowager of a holder by socage tenure was entitled to a half of her husband's lands and was also entitled to freebench, that is the right to dwell in her husband's house for as long as she pleased. The widow who held by military tenure was only entitled to a third of her husband's lands but her dower may have been more secure than dower from other types of land; there is evidence that gavelkind and other customary examples of dower such as socage land were taken from a widow who remarried or who bore an illegitimate child.<sup>91</sup> Until the mid-thirteenth century dower granted from land held by

---

<sup>88</sup> See Sheridan Walker, 'Litigation as Personal Quest, 1272-1350'. Many a court case was defeated by technicalities about entry, or lack of entry, of a person on the writ summoning the case.

<sup>89</sup> C.R.R. vol. 11, no. 2271.

<sup>90</sup> Senderowitz Loengard, '*Rationabile Dos*: Magna Carta and the Widow's "Fair Share" p.66.

<sup>91</sup> Pollock and Maitland, *History of English Law*, vol.2 p. 421.



military tenure could be given in two ways, the lady could be dowered at the church door with specific property, or she could be given a third of the lands which her husband held on the day they wed.<sup>92</sup> Either option held perils for the widow.<sup>93</sup> In the first instance, which was probably the more popular option, a woman could not legally claim any more than the nominated lands from her husband's family, even if her husband subsequently inherited a much greater portion of land than anticipated; furthermore if she accepted nominated dower and dower was not then duly nominated, or if the land was inadequately assigned, that is if it had not been the donor's in the first place, then again the widow had no claim to dower.<sup>94</sup> The second option could be even more problematical: a widow would have to be certain, and able to prove, which lands her husband had indeed held on the day they wed if she were to have a claim.<sup>95</sup>

The dowering of a wife with one third of lands held on the day of marriage could be preferable for women marrying elderly men of property, but men whose fathers were still alive would have little land of their own with which to dower a wife. Indeed we can see, in some of the marital contracts, provision being made for the father of the groom to grant his son land with which to dower the bride: for example according to the contract drawn up between Sewal son of Henry and Simon of Walton (probably the Simon of Walton who was later bishop of Norwich), Simon assigned his son,

---

<sup>92</sup> A good general introduction to the history of English dower is: Senderowitz Loengard, 'Of the Gift of her Husband: English Dower and its Consequences in the Year 1200'. This also includes references to a great number of other works on dower.

<sup>93</sup> Eleanor, sister of Henry III, and wife of firstly William Marshal, and secondly Simon de Montfort, for example, suffered from the ineffectual negotiations of her brother Henry concerning her dower and she and her second husband spent much of their married life attempting to gain a fair settlement from the Marshal family and their heirs. See Madicott, *Simon de Montfort, passim*; Madicott saw this as an example of Henry's poor negotiating skills but it is possible that Henry was anxious to make the match and willing to make concessions.

<sup>94</sup> In a Suffolk case from 1220 Alexandra, widow of Reginald Burdun, son of Burchard Burdun, was found to have no claim to dower as, when she was married, her father Ranulf le Waleis asked Burchard how Reginald would be able to dower Alexandra. Burchard replied that this would be as he himself had dowered his wife; in other words that dower was not specifically nominated. When her husband then died in the lifetime of his father he was found to have no lands with which to dower her; *C.R.R.* vol.9 p.60.

<sup>95</sup> For example when William de Diva dowered his wife Alice with 100 shillings worth of land and stated that *siquid ei desit de tertia parte totius mee terre quam tenui quando mihi desponsata fuit. heres meus ei in eodem feudo plenarie perficiat*, Alice would have had to have knowledge of his lands and enforce this on William's heirs; Bodleian Library, ms Dugdale 17 p.72 (1168x85). I owe this reference to Prof. D. Crouch.



John, land in Warwickshire *ad dotandam Elizabetham uxorem [Johanni]*.<sup>96</sup> By the end of the thirteenth century, however, the wife was in a much more favourable position: non nominated dower had expanded to encompass a third of the total of the lands held by the husband during his lifetime; an addition to the 1217 version of Magna Carta seems to have been the basis of this claim. The impact of this change should, however, be treated with caution, one third was the maximum provision permissible in the thirteenth century an uxorious man could not grant all of his lands to his widow. The widow of a son who died before he could claim his inheritance, or the widow of a man whose lands were encumbered, perhaps with other dowered relatives, could end up with a relatively small endowment. There is also evidence that many people assumed that a widow would be dowered with one third, not of the total of a man's holdings, but with one third of his lands on the day of his death.<sup>97</sup>

How well a widow fared in reality hence depended on a variety of factors including her social class and her initial marital portions but even if a woman had little or no provision it is unlikely that many were left to starve. The Church in particular played a role in ensuring the dower rights of women were not abused: for example in the event of a divorce the Church had made provision for women to regain control of any land granted to them on marriage, provided the woman was an innocent party in the suit.<sup>98</sup> The Church also seems to have some steps to ensure that marriage portions were initially granted to a couple: in 1206, for example, Pope Innocent III ruled that Hugo, a poor Genoese, should be loaned a small portion of his wife's marriage portion which her father was reluctant to grant to him, in order to provide for her bodily needs.<sup>99</sup> These measures prevented some hardship for widows. Not all

---

<sup>96</sup> London, College of Arms ms. Vincent 113 p.82. In 1252 Richard de Clare assigned 200 librates of land to Alice daughter of Hugh count of la Marche for her dower which she was to retain if her fiancé Gilbert de Clare died in Richard's lifetime, but if Gilbert survived his father she was to be dowered in the usual fashion: *C.Ch.R* vol.1 pp.438-9. Similarly Ralph de Tosny was to give his son Roger forty librates of land in Carnanton and Helstone with which to dower his new bride: *Beauchamp* no. 379. This is also testified by a settlement recorded in a legal case from 1243: Simon and Elias agreed that Henry son of Elias would marry Sibyl daughter of Simon and dower her with the manor of Roppeford 'if he outlives his father or not'; *C.R.R.* vol.17 no.1514.

<sup>97</sup> Loengard, "*Rationabile Dos: Magna Carta and the Widow's "Fair Share"*", p. 65.

<sup>98</sup>M. Sheehan 'The Influence of Canon Law on the Property Rights of Married Women in England' in *Mediaeval Studies* 25 (1963), 109-24 at p.110.

<sup>99</sup> C.M. Rousseau, 'The Spousal Relationship: Marital Society and Sexuality in the Letters of Pope Innocent III' in *Medieval Studies* 56 (1994), 89-109 at p.96. This again shows that the English *maritagia* were part of an European tradition.



widows, however, may have been able to enjoy the favourable circumstances that a woman called Aldeth was able to extract from the abbot of Reading at the end of the twelfth century. The abbot promised to provide Aldeth with a cow, and pasture it for her, a house, clothes, food and heating in her widowhood.<sup>100</sup>

Women could, of course, acquire land in a variety of ways, not just through inheritance or marriage. Women could be left land by relatives even if they were not heiresses, although the purpose of the land was probably to attract a potential spouse. Aelina de Rullos, for instance, gave some of her inheritance to her younger daughter who appears to have been unmarried and relatively old.<sup>101</sup> Henry de Carville granted his daughter Agatha one virgate of land in Bruton (Somerset), with no mention of marriage and another charter records his gift of land in Wincanton marsh to Henry Archer with her in marriage.<sup>102</sup> Grants were also given to a couple jointly which entitled the surviving partner to hold the land for his or her lifetime and such gifts did not have to be granted at marriage. Herbert, bishop of Norwich, granted the church of St Edmund at Hoxne, the land of one villein and two acres next to the church, c.1110-19, to Ralph *dapifero de Sancto Edmundi* and Edith his wife. This grant did not mention marriage and only created a life tenancy but the charter noted that, *si autem Editha supervixerit Radulpho similiter Editha tenebit ecclesiam et terras nominatas quamdiu vixerit.*<sup>103</sup> Henry Picot, at the end of the thirteenth century, granted both John de Roquesle and Lucy his wife *et heredibus dicte Lucie de eadem legitime procreatis*, a tenement in 'Schaldeford in the parish of Ewelle' without mention of marriage.<sup>104</sup> It is possible that some of these grants were intended to form a supplement to the nominated dower of the wife: for example Ivo son of Ivo le Breton granted (or sold as he received a *gersum* for the grant) lands and rents in Willoughby to Ralph Bugge and his wife Margery, as did John son of Geoffrey but

---

<sup>100</sup> C.F. Slade, 'Whitley Deeds of the Twelfth Century' in *A Medieval Miscellany for Doris Mary Stenton*, Pipe Roll Society new series 36 (1960), 235-46. Charter no.8 (c.1180-99).

<sup>101</sup> 'Facsimiles of Early Charters', ed. F.M. Stenton, Northamptonshire Record Society 4, (1930) pp.82-3.

<sup>102</sup> *Two Cartularies of the Augustinian Priory of Bruton and the Cluniac Priory of Montacute in the County of Somerset*, ed., members of the Council, Somerset Record Society 8, (1894): *Bruton Cartulary* nos.28-9 (early-mid-thirteenth century).

<sup>103</sup> B. Dodwell, 'Some Charters Relating to the Honour of Bacton' in *A Medieval Miscellany for Doris Stenton*, 147-65, no. 5 (c.1110 x 1119).

<sup>104</sup> *Fitznells Cart.* no. 112 (1279-86)



another grant/purchase of eight acres from the same Ivo was made to Ralph alone.<sup>105</sup> Women could also receive land as grants made to themselves for a number of reasons: King William I, for example granted Edith a half virgate in Holnecote *in puram et perpetuam elemosinam quia vir suus occisus fuit in servicio domini regis*.<sup>106</sup> One could also expect a royal mistress or her family to benefit in some ways from her service to her king; a family tradition repeated by Gilbert de Gant in the thirteenth century stated that Henry I had seduced a sister of Walter de Gant and taken an estate from him in order to provide for his mistress for life.<sup>107</sup> David Crouch has speculated that land appearing in the Gay family from the royal demesne may be the evidence of a gift from the then prince, and future Henry I, to a lover.<sup>108</sup> Aveline daughter of Richard de Montfichet, of Stanstead Montfichet (Essex) probably received a suitable marriage rather than just land; the fact that the inheritance of William de Forz II in 1214 was made conditional on his marriage to Aveline by John. The fact that Aveline had been a royal ward since 1203, and that she was renowned for her beauty, strongly suggests that she had been John's mistress and was being provided for by this match.<sup>109</sup> Nevertheless despite these alternative arrangements the most common way for women to obtain land or goods must have remained marriage.

## 2.5: Conclusion

The period from the eleventh to the thirteenth centuries was one of transition for many customs and practices not least marriage. Pressure from theologians and reformers had transformed a secular contract of marriage into a religious, formal, and permanent institution under the sway of the Church. This change was also accompanied by legal and bureaucratic developments which regulated the creation and dissolution of marriage to an unprecedented degree - if marriage had always formed one of the foundations of medieval society, the shift to a sacramental union buttressed

---

<sup>105</sup> J.C. Holt, 'Willoughby Deeds' in *A Medieval Miscellany for Doris Stenton*, 167-87, no.12 (1226-48), no. 16 (1240) and no. 13 (1226-48). It is possible that Ralph's wife had died by the time of this grant but the suspicion that these lands were a supplement for his wife is reinforced by Holt's finding that the purchased lands in Willoughby eventually formed the inheritance of Ralph's younger son; younger sons and widows were often provided for with acquired or marginal lands.

<sup>106</sup> *Book of Fees* vol.1 p.83.

<sup>107</sup> J. H. Round, 'An Unknown Mistress of Henry I' in *English Historical Review* 5 (1890), 745-6.

<sup>108</sup> D. Crouch, 'Earl Robert of Gloucester and Sexual Politics in Norman Oxfordshire', in *B.I.H.R.* (forthcoming, 1999).

<sup>109</sup> B. English, *The Lords of Holderness 1086-1260* (Oxford, 1979), p.38.

that foundation. These changes all had a profound impact on society; inconvenient or barren marriages could no longer be set aside lightly, the couple were bound for life. On the whole women must have benefited from this change, the indissolubility of Christian marriage gave women more security from changing circumstances, and the Church also acted to secure the property rights of women within and after marriage. The concept of marriage as a sacrament may also have enabled more younger sons or brothers to marry. The emphasis placed on consent also decreased somewhat the influence of the *paterfamilias* or lord to arrange marriages and again may have benefited women, allowing them the possibility of declining a suitor. For some women, however, choices may have become more restricted after these changes: for example, if the twelfth century Bertrada of Anjou could chose to leave her husband, a thirteenth century Bertrada would have been forced to remain with Fulk or risk losing all her lands.

Marriage and married life remained central to the lives of medieval women throughout this period for social and economic reasons, and more peripheral to men's lives. The expectations of society forced most women to act only within the sphere of the home and those women who were employed outside of the house were usually paid less than men for comparable occupations. Notwithstanding the importance of marriage to women, it should also be remembered that in wedlock, as in medieval society in general, the balance of power remained to men. This was reinforced by custom and law. The husband was master within his house, and had the power to chastise his wife for any actual, or perceived, misdemeanours. Economic control over joint holdings or wives' lands remained firmly in the hands of husbands. The Church's concept of marriage had benefited women to a certain extent but they remained, as they had always been, of secondary importance to their men. It is ironic that, despite removing the ability of a woman to act without the consent of her husband, marriage also gave women a form of seisin over chattels, lands, rents or a mixture of the three which many would have been denied without the endowments provided when they wed.



### CHAPTER THREE: THE EARLIEST EVIDENCE FOR THE *MARITAGIUM*

*Maritagia* were granted throughout the eleventh, twelfth and thirteenth centuries but the evidence for the gift of the marriage portion is extremely patchy before the mid-twelfth century, and any study is thus necessarily biased towards the late twelfth and thirteenth centuries. There is therefore a danger of reading assumptions backwards into the eleventh century from later evidence. This chapter is intended to redress the balance by utilising the available non-charter evidence for the early history of the marriage portion up to the end of the twelfth century from both Norman and English sources such as chronicles, legal material and the administrative records. Some charter evidence is discussed in this chapter, notably those dating from the reigns of Henry I and Stephen, but the majority of English charter evidence has been excluded simply because it begins to amass only in the later twelfth century, and it is the background to these later twelfth century charters that I wish to discuss here.

#### 3.1: Normandy before 1066

One of the first questions that must be considered is the issue of the origin of the *maritagium*. Was it an English custom adapted by the Normans after 1066, or already present in Normandy. Evidence can be gathered either from the available legal codes, which may, or may not mention the marriage portion, or from the few surviving charters, which may at least mention that land had been given in *maritagium* and hence provide evidence for the existence of the practice. Luckily much of the groundwork on early Norman property transactions has already been completed by Emily Zack Tabuteau.<sup>1</sup> In her study Prof. Tabuteau sought out as many of the relevant charters as possible surviving mainly in the cartularies of the ecclesiastical communities beginning in the 960's with admittedly scanty material and continuing until 1106 due to the increasing availability of charters towards the end of the eleventh century. Many of the charters are undated but as the balance is weighted towards the end of the eleventh century much of the evidence produced should be considered to be the product of the period around the time of the Norman Conquest. This leaves the material open to the charge of contamination from England but Prof. Tabuteau

---

<sup>1</sup> *Transfers of Property in Eleventh Century Normandy*, E. Zack Tabuteau (Chapel Hill, 1988).

considered this to be relatively slight for the period prior to the start of the twelfth century.<sup>2</sup> Again we could ask how relevant late-eleventh-century material is to the earlier part of the century, and the honest answer would have to be that we do not know, but the evidence of some of the charters, referring back to parents, implies that customs and practices current in the second half of the eleventh century followed from that of the earlier period almost certainly predating written charter evidence. Tabuteau hints at a possible Scandinavian influence over Norman marriage customs but it is more likely that Normandy by this period was influenced by French customs; by the late-eleventh century it certainly seems to be the case that the customs of Normandy were French rather than Scandinavian.<sup>3</sup> Indeed the transfer of lands upon marriage was already the most important consideration in Frankish matrimonial alliances.<sup>4</sup> In 960, for example, Robert, count of Troyes, gained the counties of Chalon-sur-Saône and Beaume on his marriage to Adelaide, daughter of Gilbert of Dijon. These counties remained under the control of Adelaide and she in turn passed them to her daughter, Adelaide, who married Lambert, count of Autun.<sup>5</sup> It is probable, therefore, that the custom of the *maritagium* owed more to Frankish practices than to Scandinavian ones.

From the evidence uncovered by Prof. Tabuteau it is clear that there was indeed such a thing as the gift of the marriage portion in eleventh-century Normandy. There are three surviving charters which provide evidence for the practice; the number is very low but considering the general scarcity of charter evidence for this period it is fortunate that even three have survived. These charters suggest that there was at least a custom of marriage portion gifts in Normandy, however we cannot state if this was a general practice or not: in the evidence provided by Prof. Tabuteau's study all three cases come from the cartulary of the monastery of St Martin of Sées. In addition as the monastery was only founded in c.1055 the charters must post-date the foundation and therefore this evidence must date from the mid-eleventh century; the charters,

---

<sup>2</sup> *Ibid.* p.4.

<sup>3</sup> *Ibid.* p.5. For a discussion of the origins of the customs of the Normans see *Normandy Before 1066*, D. Bates (London, 1982) p.21.

<sup>4</sup> It is perhaps also worth noting here that the Celtic Gauls' marriage customs included a contribution from both sets of in-laws, held jointly by the couple and being held by the survivor of the marriage. The parallels with the later marriage portion are intriguing.

<sup>5</sup> R. McKitterick, *The Frankish Kingdoms under the Carolingians, 751-987* (London, 1983), p.324.



however, do refer back to the previous generation and hence the gift of the marriage portion can probably be back dated to the early-eleventh century if not before.

In the first charter land had been sold to the monastery by Bigot de Sainte-Scolasse; this land had formed part of his mother's marriage portion which Bigot's father had mortgaged to William Judas at some stage after the marriage. William Judas had then granted the land to the monastery which was seeking confirmations from all concerned parties.<sup>6</sup> In the second charter a woman, whose name is not recorded, had been given half of a set of tithes as a marriage portion; this grant, however, was only to be effective prior to her father becoming a monk, at which time the tithes would be given to the monastery. Hubert, her father, had indeed joined the monastery and taken the tithe with him, prompting the monks to seek confirmation from his sons and daughter (her husband was unable to attend the confirmation ceremony due to illness but had registered his consent also).<sup>7</sup> The final reference to the *maritagium* comes from yet another confirmation; land had been given to St Martin and confirmation had been sought from the lords of the fee and their sister. Her consent was necessary because the land had been granted specifically to her, or at least that is the implication, 'to whom her father ... had given them [the lands] as a marriage gift (*maritatum*)'. There is no mention of her husband in this charter and we can assume that he was deceased by this time. Interestingly the woman further promised the monks that she would bind whichever of her children to whom she chose to give her *maritatum* also to confirm the gift.<sup>8</sup>

What then does this tell us about eleventh-century marriage portions? It is clear that some women received a gift on their marriage, and that this gift could be either land or rent. It is also probable that this early grant was not recorded in charter form, but announced in the presence of witnesses: in the eleventh century laymen, and most monks, gave their land without any written proof of the gift.<sup>9</sup> Later charters, however, provide further evidence for the grants of marriage portions in pre-Conquest

---

<sup>6</sup> Tabuteau, *Transfers* p.100. The charters appear in the order they do in *Transfers*; as none of them are dated this is an arbitrary decision.

<sup>7</sup> *Ibid.* p.174.

<sup>8</sup> *Ibid.* p.174.

<sup>9</sup> Clanchy, *Memory to Written Record*, p.53.

Normandy; for example a charter of Hugh Paynel to St Etienne de Caen, dating from 1089-91, mentions that his mother Lesceline, then still alive, had a *maritagium* which must surely have been granted prior to the Conquest.<sup>10</sup> We can also assume that the *maritagium* passed to the heir on at least one occasion: in the first example Bigot de Sainte-Scolasse stated that he was heir to the marriage portion land, even though his father had mortgaged the land to William Judas: the expectation here is obviously that the *maritagium* would descend to a woman's heirs in normal circumstances. The second example, by way of contrast, illustrates a situation where the marriage portion is clearly not intended to be hereditary, or even to last for the lifetime of the donees; of course this may represent a portion of a larger, unrecorded, *maritagium*. The fact that the consent of the woman to the grant of her *maritagium* tithes was sought does, however, suggest that, even if the grant had been explicitly made for a term only, she was felt to have some claim (however tenuous) on ownership of the tithes. The final example does nothing to clarify the situation presented by the first two but is, in many respects, the most interesting of the three. The marriage land had been given to the monastery by a third party and confirmed by the lords of the land who happen to be the brothers of the *maritatum* recipient. What exactly had been passed to the monastery, however? The woman and/or her husband had been granted the land in *maritagium*, and seem to have continued to exercise control over the land; furthermore they expected that they would pass on the land, or their rights in that land, to their children, so presumably they had some kind of seisin after the grant. It is therefore not clear exactly what rights were conveyed either by the initial grant in *maritatum* or by the later grant to the monastery: a thirteenth-century interpretation would presume that either the land had been given in marriage by a third party and that only the donees had the right to convey the land permanently to the monastery, or that once donated to the monastery the woman had no rights in the land to pass on to her children in turn. Even more interestingly the woman stated that she would seek to bind whichever of her children she chose to grant the land to, male or female.<sup>11</sup> In other words she obviously felt free, in custom if not in law, to select which of her

---

<sup>10</sup> E. Zack Tabuteau, 'Law in the Succession to Normandy and England, 1087' in *Haskins Society Journal* 3, (1991), 141-69 p. 163 note 101. Lesceline almost certainly had at least one brother and hence this cannot have been a reference to her inheritance.

<sup>11</sup> Donations made by women to children from their *maritagia* with relation to twelfth and thirteenth-century England will be discussed in chapters seven and particularly eight.



children would inherit the marriage portion; it did not necessarily pass with the lands of her husband. Finally the fact that this charter stated that the land had been given to the woman, and made no mention of her husband, strongly suggests that the land involved devolved to the widow after the death of her husband; in other words that it was considered to be her land.

There is no way of knowing, however, how common this latter situation was (indeed how common any of the three situations recorded above were), or if these charters noted special circumstances for reasons unknown to us. As Tabuteau herself stated of land transfers at this period in time, 'the rules were undoubtedly not entirely fixed', and nor can we state that any custom prevailed over Normandy as a whole; indeed the general impression that one can glean from the charters is that Norman practice was fairly flexible in terms of property disposal.<sup>12</sup> 'The final impression left by the charters is that any transaction mutually acceptable to the parties involved was legal'.<sup>13</sup> This conclusion is reinforced by the work of David Bates who concluded that the search for regular inheritance practices and, by extrapolation, also the search for dower and *maritagium* practices, is destined to failure for pre-1066 Normandy, and that even in the early-twelfth century customs were still fluid.<sup>14</sup>

The chronicle sources for pre-Conquest Normandy also mention gifts from the family of the bride to the husband which are in reality grants in *maritagium* although they are not always called so explicitly. This evidence, which focuses exclusively on the doings of the aristocracy, expands the charter evidence available prior to 1066. In one of the earliest mentions of a gift in marriage Eudes, count of Chartres, married Matilda, the sister of Duke Richard II prior to 1005; 'the duke gave him as dowry half the castle of Dreux with the adjacent land on the River Avre'.<sup>15</sup> Matilda subsequently predeceased her husband without having borne any children and, 'after her death the duke demanded that the land be restored to him'. The demand for the return of land in situations where the wife did not leave an heir is exactly parallel to the practice of

---

<sup>12</sup> Tabuteau, *Transfers* p.225.

<sup>13</sup> *Ibid.* p.229.

<sup>14</sup> Bates, *Normandy* p.119.

<sup>15</sup> *The Gesta Normannorum Ducum of William of Jumieges, Orderic Vitalis and Robert of Torigni* ed. and trans. E.M.C. Van Houts (2 vols, Oxford, 1992-95), vol.2 p.23.

the later twelfth and thirteenth centuries.<sup>16</sup> This also suggests that, even by the turn of the eleventh century, customs regarding the gift of the *maritagium* were in existence, one of which was the return of land unless a child had been born of the marriage. The process of recovery did not prove to be straightforward, however, as Eudes was reluctant to surrender such a valuable castle and began, 'a series of counter-moves': this may be taken to suggest that it was not customary to return the marriage portion in default of heirs but it is more probable that Eudes did indeed wish to cling to the strategic castle and lands. Indeed the tussle over the return of the marriage gift led to a major war between Richard and Eudes in 1013-14, which illustrates some of the more drastic problems which could accompany the gift of a marriage portion in politically advantageous matches - who gains the advantage over whom? Here it is clear that this marriage was advantageous for Eudes as he had acquired a valuable castle as a result of his marriage. This example also provides a useful reminder that custom and law needed to be reinforced with might on occasion in this period.

Orderic Vitalis recorded the gift of a marriage portion in pre-Conquest Normandy on several other occasions. In 1051, for example, Robert de Grandmesnil, who had become a monk at St Évroul, paid his mother, Hawise, sixty pounds in order to gain possession of her *maritagium* which consisted of lands in Le Noyer-Menard, Vieux-Mesnil, La Tanaisie, and Le Mesnil-Dode which he subsequently transferred to the abbey of St Évroul.<sup>17</sup> Here again the suggestion is that the *maritagium* passed to the widow. Just prior to the Conquest, in 1059-61, Baudri de Bocquence gave his sister, Elizabeth, in marriage to Fulk de Bonneval with a marriage portion of the church of St Nicholas, and the lands adjoining the church.<sup>18</sup> This church had been built by their father and was later used by Fulk as a gift to the abbey of St Évroul, when their son, Theodoric, became a monk there. There is also evidence that William d'Aubigny married the sister of Grimald de Plessis and received Danvou and Bougy [dép.

---

<sup>16</sup> As we shall see in the work ascribed to Glanvill, dating from the late-twelfth century, the position stated, with regard to the land of a woman, was that if that woman died without having given birth to a child that was heard to cry 'within four walls', her husband was not entitled to custody of her lands (later known as curtesy), which lands included her marriage portion. Such lands would then return to the donor or his heirs. *Glanvill*, book vii, 18.

<sup>17</sup> Orderic Vitalis, vol.2 p.40: *Haduisae nanque matri suae datis lx libris Rodomensium, subripuit mariagium suum.*

<sup>18</sup> *Ibid.*, vol.2 p.85.



Calvados] in *maritagium* with her; this must have occurred before 1048 when Grimald's estates were confiscated.<sup>19</sup> We can therefore assume that the gift of a marriage portion was a fairly common event, even if we are unable to conclude that it was universally practised in Normandy in this period.

Given this evidence we can therefore conclude that the gift of a *maritagium* was practised in pre-1066 Normandy, and probably already governed by particular customs such as the eventual return of the gift, in default of an heir to the couple, and possibly the seisin of such land by widows in their widowhood. Charter evidence, however, for this period is scarce, particularly for the earliest period and what evidence there is confined to the upper ranks of society. It is therefore impossible to state how common the gift of a marriage portion was, whether it was felt to be obligatory or not, and how the gift worked in practice; nor can we say how far this practice penetrated to the free and unfree peasantry.

### 3.2: England before 1066

Similarly, little in the way of charter evidence survives from Anglo-Saxon England, and the majority of the surviving documents come from kings and bishops; as a result issues relating to women prior to 1066 are open to interpretation.<sup>20</sup> Anglo-Saxon England, and Germanic societies in general, have, however, been portrayed by some historians as a 'golden age' for women, a time when women enjoyed a position of equality socially and tenurially; a world brought to an end by the Norman Conquest and the imposition of Norman laws and customs which relegated women to a 'position honourable but essentially unimportant'.<sup>21</sup> One of the factors cited in the 'degradation' of the position of women is the shift from the morning gift, unknown in

---

<sup>19</sup> *Complete Peerage*, vol.9 p.366.

<sup>20</sup> Clanchy, *Memory to Written Record* p.28. Less than 2,000 writs and charters actually survive from this period.

<sup>21</sup> D.M. Stenton, *The Englishwoman in History* (London, 1957) at p.348. Lady Stenton took the position outlined whereby the golden age of female rights was closed by the Normans: for a discussion of the debate over the position of women pre and post Conquest see P. Stafford, 'Women and the Norman Conquest' in *T.R.H.S.* 6th Series 4, 1994, pp.221-49; where Stafford argues that the position of women in Anglo-Saxon England has been overstated as a 'golden age'. Marc Meyer argues that the huge estates of some women prior to the conquest was an unusual situation and owed much to the uncertainty of the political situation; M.A. Meyer 'Women's Estates in Later Anglo-Saxon England: The Politics of Possession' in *Haskins Society Journal* 3 (1991) 111-29 at pp.111-

Norman society, to the *maritagium*; the morning gift being the gift given to the new bride by her husband, a gift of either land, rents or chattels or a combination of all three. In this scenario the *maritagium* is seen as a Norman introduction and associated with the low status of women post Conquest.<sup>22</sup> It has, however, subsequently become evident that this rosy view of Anglo-Saxon, and indeed Germanic, womanhood is not necessarily accurate. Pauline Stafford, for example, has argued that, 'a cursory view of a range of evidence from either side of the 1066 divide casts immediate doubt on the idea of a brutal Norman ending of the Golden Age'. In fact Stafford points out that the morning gift in tenth and eleventh-century England may not have been as free as many historians would like to believe and hence cannot be held up in contrast with an 'unfree' *maritagium*. The clearest statement to the effect that the morning gift was free comes from an early-tenth century Fonthill case in which a woman asserted her freedom to sell her morning gift; it is not, however, clear, as Stafford points out, if the woman involved was a wife or a widow, and it is possible that it may well have suited the grantee to state a, possibly illegal or uncustomary, freedom in order to bolster his possession of the land.<sup>23</sup> Indeed Stafford goes on to state that, 'it is not clear that tenth-century morning gift and twelfth-century dower are as different as a desire for a 1066 transition would make them'; suggesting that in fact the supposedly 'free' morning gift had begun to resemble the more tightly controlled dower possibly as early as the tenth century.<sup>24</sup> In this situation the *maritagium* may well have been welcomed by Anglo-Saxon women as being less restrictive.

We can see the various customs of the Anglo-Saxon kingdoms with regard to widows in the law codes which were laid down at different periods, and in different kingdoms. The laws of Aethelberht of Kent, which date from the early-seventh century, are the first to mention the rights of widows to land: these stated that if a woman had borne a living child she was entitled, in her widowhood, to half the goods left by her husband; if she had not borne a child, '[her] father's relatives should have her goods, and the

---

12. This debate is in turn part of a more general debate on the impact of the Normans on Anglo-Saxon society which in turn dates back to Selden and Spelman in the seventeenth century.

<sup>22</sup> Presumably this scenario assumes that women had no rights in their marriage portions; the land passing from one male to another over the head of the woman involved.

<sup>23</sup> Stafford, 'Women and the Norman Conquest' p.238.



'morning gift'.<sup>25</sup> By the time of Cnut, in the early-eleventh century, the custom, which presumably applied to the whole kingdom by this period, was as follows: a widow had to remain unmarried for a year, 'if then within the space of a year she chooses a husband, she shall lose her morning gift and all the property which she had from her first husband, and his nearest relatives shall take the land and all the property which she had held'.<sup>26</sup> Again there is no mention of a marriage portion or dowry here, although it is possible that this was meant by the phrase, 'property which she had held'.

It is clear, however, that some grants were given in Anglo-Saxon England which resembled the *maritagium* in that land, rent or goods, were given by the wife's family to the husband. The will of Thurketil of Palgrave spoke of land that he received with his wife; a tenth-century bishop of Durham gave his daughter to a certain Uhtred with lands of St. Cuthbert; and Eadgifu, the daughter of a Kentish ealdorman, may possibly have brought dowry land in Kent to her husband in marriage.<sup>27</sup> It is, however, difficult to establish how this custom worked in practice, how widespread it was, and what rules governed it, and it cannot, therefore, be assumed that English dowry was identical, or even similar, to Norman *maritagium*. The practice does not appear in the surviving laws of the Anglo-Saxon kings that have been passed down from this period unlike the morning gift, and it therefore seems possible that the practice was not widespread throughout England. These laws are not, however, infallible guides to Anglo-Saxon laws and customs; Hall, for instance, categorised them as 'at worst ... catalogues in which the items are tenuously linked, ... at best these laws resemble a criminal statute'.<sup>28</sup> It can only be stated that there was already an expectation in pre-Conquest English society that the husband would receive something with his wife, and

---

<sup>24</sup> *Ibid.* p.238.

<sup>25</sup> F.L. Attenborough, *The Laws of the Earliest English King* (Cambridge, 1922), p.15 nos.78 and 81. The position of Anglo-Saxon women with regard to the law is discussed by A.L. Klink in, 'Anglo-Saxon Women and the Law', *Journal of Medieval History* 8 (1982), 107-23. She concludes that there was more real change from the earliest period to just prior to the Conquest than from before and after 1066. She also notes that there was variation between different kingdoms – the earliest surviving laws are from Kent, the next from Wessex and so on – and that women may well have been more generously treated in reality than that allowed in the laws. There is little hint of a 'golden age' for women in this article.

<sup>26</sup> A.J. Robertson, *The Laws of the Kings of England* (Cambridge, 1925), p.211 no.73A.

<sup>27</sup> *Ibid.* p.239; P. Stafford, *Queen Emma and Queen Edith* (Oxford, 1997) p.134.

<sup>28</sup> *Glanvill* pp.xiii-xiv.

that after 1066 this type of gift may have become more widespread. Indeed there are mentions of dowry land in the Domesday Book, and after 1066 the former queen, Edith, gave land in Chesham, Shortley and Shipton (Bucks), to Aelfsige as dowry with Wulfweard the White's daughter.<sup>29</sup> Aethelgyth, who in her widowhood controlled an estate of sixty hides, probably brought Shimpling with her on her marriage to Thurstan.<sup>30</sup>

In summary it is possible that there was a practice of granting a marriage portion in Anglo-Saxon England with customs very similar to that of the Norman *maritagium*, but it seems more probable that the *maritagium* was indeed a Norman introduction to England. This custom may have been introduced into England after the Conquest, or may well have been practised in England immediately before 1066; Normans had settled in pre-Conquest England and there had been marital links between the two countries, notably the marriage of Emma to Athelred 'Unready', and then to Cnut, which may have occasioned the grant of a *maritagium*.

### 3.3: England, 1066-1200

Following the Conquest the custom of the marriage portion in England becomes easier to follow as evidence becomes more copious, particularly for the twelfth century. Documents such as the *Pipe Rolls*, and those registered in the *Red Book of the Exchequer* (to name but two sources), mention the existence of the marriage portion, and provide clues as to the customs governing the gift, and by the end of the twelfth-century legal tracts survive which document how those involved in forming the Common Law viewed the marriage portion. Charters too survive, in increasing numbers particularly from the twelfth century, which record the gift of the *maritagium* and conditions attached to that gift, and also those charters which record the fate of that gift after its original donation.<sup>31</sup>

---

<sup>29</sup> *Buckinghamshire Domesday Book*, ed. and trans. J. Morris (Chichester, 1978), 56.2. Stafford, *Queen Emma and Queen Edith*, p.126.

<sup>30</sup> Meyer, 'Women's Estates in Later Anglo-Saxon England' p.119.

<sup>31</sup> These charters are discussed in chapter five as they lie mostly outside the scope of this chapter which is concerned with recording the very earliest, and most tenuous, evidence.



The earliest post-1066 evidence for the existence of the marriage portion in England or Normandy is provided by the Domesday Book, which attempted to survey those land holders who held directly from the king in post-Conquest England. The Domesday Book is a valuable source of information for Anglo-Norman land tenure, although far from a comprehensive one, and it does indeed provide information about some female land holders and their tenure. Compiled in 1086 the evidence in Domesday makes it clear that the practice of the *maritagium* had crossed the channel by this date; there are a number of mentions of land being held in marriage and the marriage portion is already referred to as *maritagio* and dower as *dos*, a distinction which Glanvill also later noted. It is not possible to state whether all the *maritagia* noted in Domesday had been given with Norman women but it would seem probable that the majority were.<sup>32</sup> The most interesting of the notices of *maritagia* land is that belonging to Azalina, widow of Ralph Taillebois, sheriff of Bedfordshire.<sup>33</sup> In addition to the other lands that Azalina was recorded as holding in Bedfordshire in 1086, four pieces of land were reported as being of her marriage portion: in Eyeworth, Biggleswade Hundred, one Brodo held one hide from her, *hanc terra est de maritagio*; Roger held two hides from her marriage portion in Stanford, Wixamtree Hundred; and Walter the Monk held half a hide from her in Old Wardon in the same hundred. In addition to these sub-tenants Azalina herself held five hides and one and a half virgates in Cockayne Hatley, Wenslaw Hundred *de maritagio*.<sup>34</sup> This land is specifically contrasted to Azalina's dower land which is also mentioned in Domesday. In addition Ralph Taillebois not only seems to have received land as a marriage portion with his wife but also to have donated land *in maritagio*: he held ten hides and one and a half virgates of the land that Alwin of Gotton had held in Stansted, Braughing Hundred, and, *de his dedit Radulfus tailgebosc Rannulfo cum nepte sua in maritagio*.<sup>35</sup> This evidence makes it clear that by 1087, if not before, a man could

---

<sup>32</sup> English women married to Normans may well have held their inheritance as *maritagium* land. See chapter eight for a discussion of heiresses and *maritagium*.

<sup>33</sup> Azalina held the estates of Cockayne Hatley and Stondon, both of which had belonged to Wulfmaer of Eaton Socon in 1066. Azalina's unknown father must presumably have received a portion of Wulfmaer's estates after the Conquest.

<sup>34</sup> *Bedfordshire Domesday Book*, ed. and trans. J. Morris (Chichester, 1977), 55.5-8.

<sup>35</sup> *Hertfordshire Domesday Book*, ed. and trans., J. Morris (Chichester, 1976), 25.2. This donee was Ranulf brother of Ilger.

grant land to any kinswoman who was not his daughter, as indeed he was entitled to do so by the twelfth and thirteenth centuries.

Azalina is, however, the only woman noted as holding her own marriage land; in the remaining examples the land was in the possession of men and their wives are not named. It is possible that some of these women were English but this would not, in itself, show that the *maritagia* had been granted prior to the Conquest; the Normans may well have extended their marital customs including *maritagia* to their English wives. The most prominent Englishwomen in Domesday, such as Edith Swan-Neck are not noted as possessing *maritagia*. In Bedfordshire one Picot held four hides and the third part of one hide from Nigel d'Aubigny in Flitt Hundred and he also held *iii hidas de maritagio suae feminae*.<sup>36</sup> Picot the sheriff also held land in Cambridgeshire as his wife's marriage portion; in Swavesey, Papworth Hundred, he held one hide, *de roberto gernan in maritagio feminae suae*.<sup>37</sup> In Suffolk Robert Malet was in the process of attempting to reclaim six acres of land in Darsham, *quas dedit quidam suus hominus cum filia sua quam duxit hominum Roberti Bigot tempore regis Willelmi*.<sup>38</sup> This raises a number of points: here the issue may have been that the daughter had died without children and the husband was proving reluctant to return the land, the tenant may not have been adequately seised of the land, and hence unable to grant it in marriage, or the chosen spouse may have been unacceptable to Robert. In any case this is evidence for the subinfeudation of land through marriage after the Conquest. Also in Suffolk the surveyors noted that Edmund the priest, under the patronage of St Etheldreda's, held Brandeston before 1066, *et terram quam cepit cum uxore eius de Brantestuna et de Cloptuna misit in ecclesia concedente muliere* in such a way that Edmund could neither sell the land or grant it away from the church.<sup>39</sup> In Carshalton (Surrey) a man called Wesman held six hides from Geoffrey son of Count Eustace; Geoffrey in turn had received this land from the magnate Geoffrey de Mandeville - *hanc terram dedit ei Goisfridus de Mannevil cum filia sua*.<sup>40</sup>

<sup>36</sup> *Bedfordshire Domesday Book*, 24.18.

<sup>37</sup> *Cambridgeshire Domesday Book*, ed. and trans. A. Rumble (Chichester, 1981), 21.9

<sup>38</sup> *Suffolk Domesday Book*, ed. and trans., A. Rumble (Chichester, 1986), 7.36.

<sup>39</sup> *Ibid.* 47.3.

<sup>40</sup> *Surrey Domesday Book*, ed. and trans., J. Morris (Chichester, 1975), 25.2.



There are other mentions in Domesday of land which would appear to be marriage portion land but are not referred to explicitly by that term. There were seven circuits of surveyors, one of which included East Anglia, another the counties of Buckinghamshire, Hertfordshire, Bedfordshire, and Cambridgeshire, and they did not necessarily record matters uniformly.<sup>41</sup> As the examples given above are clustered in the Home Counties, or East Anglia, and the examples below come from outside this area the apparent difference between the two groups may be due to differing scribal practices. In Gloucestershire, for example, one Ansfrid was recorded as holding five hides in Winstone, and one hide and two and a half virgates in Duntisbourne which he had received from Walter de Lacy, *cum eius neptem accepit*.<sup>42</sup> Similarly in Hampshire William Percy had acquired Hambleton in Meonstoke Hundred '*cum femina sua* [Emma de Port] *accepit*'.<sup>43</sup> Also in that county Guy held South Warnborough from Hugh son of Baldric in Hoddington Hundred '*cum filia ejus*';<sup>44</sup> William, son of Manni, held one hide in Newton Stacey, Barton Hundred, '*cum femina*';<sup>45</sup> and Fatherling held Woodcott from William Bellet '*cum sua filia*'.<sup>46</sup> In Somerset William de Falaise held Woodspring with King William's assent; this was land that '*Serlo Borci dedit ei cum sua filia*'.<sup>47</sup>

Domesday Book does then provide evidence for grants of marriage portions in post-Conquest England, although only one woman is reported as holding her own land in her widowhood. This suggests that the practice of granting *maritagia* may not have been widespread: even if the *maritagium* were a recent introduction to England we might still expect to see a few more women appearing as widows, and hence as possessors of *maritagia* twenty years after the initial conquest even allowing for the remarriage of eligible widows. However Domesday is not as straightforward a source as it appears, for a number of reasons, and it is probable that it is even more problematical as a source for women's history. Domesday is essentially a record of

<sup>41</sup> See H.C. Darby, 'Domesday Book and the Geographer' in J.C. Holt ed., *Domesday Studies* (Woodbridge, 1987) 101-119.

<sup>42</sup> *Gloucestershire Domesday Book*, ed. and trans., J.S. Moore (Chichester, 1982), 68.13.

<sup>43</sup> *Hampshire Domesday Book*, ed. and trans., J. Munby (Chichester, 1982), 25.1.

<sup>44</sup> *Ibid.* 44.4.

<sup>45</sup> *Ibid.* 48.1.

<sup>46</sup> *Ibid.* 52.1.

<sup>47</sup> *Somerset Domesday Book*, ed. and trans., C. & F. Thorn, (Chichester, 1980), 27.3.



the new grants made by the Conqueror to his followers and only in very special cases - such as William's queen Matilda- were grants made to women at this time; it may well be that Domesday was too close to the original conquest for the appearance of female heirs or many widows.<sup>48</sup> Domesday was also a huge undertaking, compiled from the various surveys of the counties of England, and from the surviving original records of these counties such as the 'Exeter Domesday' it is clear that the 'Great Domesday' which survived summarised the information provided from the counties, probably including some women's names.<sup>49</sup> In addition to this Domesday also displays great concern over the rights of the king in England and royal officials; according to Stafford about a third of the women listed in Domesday Book as tenants-in-chief were the wives, widows, or daughters of sheriffs - royal officials. She argues that these women may have been noted because of the concern that they might have been provided with royal land for their dower or marriage portion.<sup>50</sup> In other words many more women could have been holding land or other rights in their widowhood but were of no concern to the king, and hence went unrecorded; their lands subsumed in those of their husbands or sons who stood to inherit. Two omissions lend this credence: the first is the mention of Beatrice Malet's land of Redlingfield; the Domesday entry merely states that William of Arques held this manor from Robert Malet's honor of Eye. William must, however, have held it as a *maritagium* with Beatrice, his wife, as Beatrice was Robert Malet's sister.<sup>51</sup> Secondly Roger de Ivry must have held Cotesford in marriage; though it is not explicitly stated as such in Domesday he is recorded as holding the land from Hugh de Grandmesnil who we know was his father-in-law.<sup>52</sup> It is also possible, as Stafford suggests, that the sheer newness of the English lands may have, 'produced a reluctance to leave land in the

---

<sup>48</sup> See P. Stafford, 'Women in Domesday' in *Reading Medieval Studies* 15 (1989), pp.75-91 for a discussion of the difficulties associated with the study of women's history through Domesday Book.

<sup>49</sup> Stafford, 'Domesday' p.79. The Exeter Domesday is the surviving record of the survey of the counties of the South-West before they were collated into Great Domesday.

<sup>50</sup> Stafford, 'Domesday' p.79.

<sup>51</sup> C. Hart, 'William Malet and his family' in *Anglo-Norman Studies* 19 (1997) p.161. See also *Eye Priory Cartulary and Charters* vol.2 p.5 and note 12. Beatrice herself later granted this land to the priory for the souls of her brothers Robert and Gilbert; *Eye Priory Cartulary and Charters* vol. 1 n.2 (late 1080's; 1087x c.1092 according to Hart); although this latter again does not explicitly call the land her marriage portion.

<sup>52</sup> *Northamptonshire Domesday Book*, ed. and trans., F. & C. Thorn (Chichester, 1979), 23.16. Later Adelina de Grandmesnil gave this manor to the Abbey of Bec, with several other manors which comprised her marriage portion; her sister, Rohais wife of Robert de Courci, gave Bec another manor



hands of women; Norman land, as family land, may have been preferred for endowments'.<sup>53</sup>

Other than Domesday Book the evidence for eleventh-century *maritagia* is difficult to locate for England. It is clear that grants in marriage continued to be made at least at an aristocratic level; the cartulary of Thetford Priory, for example, noted that Hugh de Hosdenc and Matilda his wife made donations to Thetford Priory in the late eleventh century which included part of Matilda's *maritagium*.<sup>54</sup> Thetford also benefited from the land of Muriel, wife of Hubert de Munchensy; they had married in 1086 and in her widowhood she donated her land of Rushworth to the abbey.<sup>55</sup> Hawise, the daughter of Richard de Reviers and wife of William, count of Roumare, gave land from her marriage portion to Twynham which she presumably received in the late-eleventh century as she died in 1107.<sup>56</sup> Once into the twelfth century, however, there is a gradual increase in the evidence available which makes grants of land in *maritagium* much easier to trace.

It is clear, therefore, that the *maritagium* was already a custom in England soon after 1066. The first references to the marriage portion in law codes, however, do not come until the start of the twelfth century. The earliest surviving post-Conquest law tract, the 'laws of William I' make no mention of marriage but this is very miscellaneous in its nature and was probably a compilation of various legal enactments of the Conqueror rather than a statement of customs. The first mention of the marriage portion in an English legal tract appeared in 1100 in the document known as the Coronation Charter of Henry I. This charter, undoubtedly referred back to the practices (and abuses) of both William I, and William Rufus, and we can therefore assume that references to the *maritagium* also date back to the eleventh century. In this document Henry stated that, 'a widow who had no children should have her dower and her marriage portion', and in the following clause that, 'a widow

---

she held by marriage there also: T. Forrester, *The Ecclesiastical History of Orderic Vitalis* (London, 1854) vol.2 p.256 n.4.

<sup>53</sup> Stafford, 'Domesday', p.90.

<sup>54</sup> *Complete Peerage* vol.9 p.579. This is a continuation of note c. from the previous page.

<sup>55</sup> *Complete Peerage* vol. 9 p.412 note c. The grant was confirmed by her two sons, her brother Roger de Valoignes and his son Piers.

<sup>56</sup> *Complete Peerage*, vol.4, p.311.

with children should also have her dower and marriage portion, whilst she keeps her body chaste'.<sup>57</sup> This again makes it clear that a widow could expect to receive her marital land. No further details on the marriage portion were included, however, although by this date it is probable that the wife's consent was necessary to secure grants from her marriage portion, hence the joint grant made by Hugh de Hosdenc and Matilda to Thetford. In addition to the Coronation Charter a collection of law from later in the reign of Henry I also survives; this is entitled the *Leges Henrici Primi* and is believed to date from c.1115, although the earliest surviving manuscripts date from the thirteenth century. This collection also referred to the rights of a widow although this tract appears to cite both Anglo-Saxon law and Norman customs. In one section, for instance, the document is clearly referring to earlier Anglo-Saxon tracts: a widow, 'shall remain without a husband for twelve months', 'if within the space of one year she takes a husband, she shall lose her morning gift, and all the property which she had from her first husband'.<sup>58</sup> A later paragraph, however, does mention the marriage portion:

*Si sponsa virum suum supervixerit, dotem et maritacionem suam cartarum instrumentis vel testium exhibitionibus ei traditam perpetualiter habeat et morganginam suam et tertiam partem de omni collaboratione sua preter vester et lectum suum.*<sup>59</sup>

This would seem to suggest that a widow, at the turn of the twelfth century, was potentially capable of possessing a substantial amount of land (if all the settlements were indeed in land); she could not only possess her dower and morning-gift, but her marriage portion. The author of the *Leges*, however, was unfortunately overly ambitious in his aims and the tract as it stands is often a confused mixture of Anglo-Saxon and Norman practices; hence we cannot rely on it for evidence of customs in the twelfth century. Alternatively it could be argued that the *Leges* accurately recorded the process of change after the Conquest as the marriage portion began to replace the morning gift. Its evidence does, however, suggest that by the twelfth

<sup>57</sup> *Select Charters and other Illustrations of English Constitutional History* ed., W. Stubbs (9th edn, Oxford, 1913) pp.4-5.

<sup>58</sup> *Leges Henrici Primi*, ed. and trans., L.J. Downer, (Oxford, 1972) p.113 nos., 11-13 and 11-13a.

<sup>59</sup> If a wife survives her husband she shall have in permanent ownership her dowry [recte *dower*] and her *maritagium* which had been settled on her by written documents or in the presence of witnesses and her morning-gift and one third of all their jointly acquired property in addition to her clothing and her bed. Downer, *Leges*, 70;22.



century it was beginning to be customary to record the gift of the marriage portion and dower in charter form, indeed this takes precedent in the list over the older form of witnessed giving, and indeed it is from the twelfth century that evidence for the practice of the marriage portion begins to amount.

The number of charters that survive increase dramatically from the twelfth century, particularly those issuing from the royal chancery, and hence it is possible to examine a handful of early twelfth-century marriage contracts. In 1123, for example Henry I married Richard Basset to Matilda, daughter of the *curialis* Geoffrey Ridel. Richard had the custody of Matilda's brother and his lands until he came of age and then Richard was then to receive twenty librates of land in *maritagium* from the king's demesne, and four enfeoffed knights.<sup>60</sup> Henry I also confirmed the marriage of Payn Peverel's daughter, Matilda, in c.1129; in the surviving charter Henry notified the bishop of Salisbury and the tenants in Berkshire that he had permitted the marriage of Matilda to Hugh son of Fulbert of Dover with the gift of the manor of East Shefford as her marriage portion.<sup>61</sup> King Stephen also confirmed, in the 1230's, the seisin of the lands of the marcher lord Payn fitz John for Roger, son of Miles of Gloucester, and Cecily his wife, Payn's daughter; this confirmation included all the lands which Payn had held on his death and also all the, *maritagium quod predictus Paganus dedit filie sue de honore Hugone de Laceio in terris et militibus*.<sup>62</sup> It is therefore possible to see evidence of *maritagia* grants even if these were not accompanied by a charter at this time, or where the charter has been lost. 1140's?

The existence of royal rights over widows and their remarriages, and the desire by the king, or his administration, to keep checks on land holding in England has also provided traces of the earliest gifts of marriage portions again for the nobility of England. The one surviving pipe roll from the reign of Henry I (31 Henry I) has several mentions of land held in *maritagio* and *maritagium*.<sup>63</sup> In some of these cases

<sup>60</sup> *R.R.A.N.* vol.2 no.1389.

<sup>61</sup> *Ibid.* vol.2, no.1609.

<sup>62</sup> *Ancient Charters, Royal and Private, Prior to A.D. 1200*, ed., J.H. Round (*Pipe Roll Society* 10, 1888) no. 21. *De maritagio: Buterlegam et Ailenetonam, et In Wicha xx librates terre. De militibus: Willelmum filium Herem' cum feod' v militum. et Herem' de Egeward cum i milit'. et Anfridum de Cuilardvilla. ii milit'. Et feodum Hugone Puher de ii milites si eos debet.*

<sup>63</sup> *Magnum Rotulum Scaccarii 31 Henry I*, ed. J. Hunter for Record Commission (London, 1833).

men rendered money for the possession of this land: William Mautravers paid £100 for the wife of Hugh de Laval and her dower and marriage portion; Hamo de Sancto Claro, rendered 135 marks for his wife and her *dote et maritagio suo*; and more modestly Mainer de Waipredea paid ten marks for Cecily, daughter of Alan fitz Eudo, with her dower and marriage portion.<sup>64</sup> This shows the desirability of widows with both dower and *maritagia* lands. At the same time widows were recorded as owing money for their lands, paying not to remarry at the king's will: Agnes, wife of Geoffrey Talbot, owed two marks for her marriage portion and dower; Matilda, wife of Reginald de Argenteom, rendered £8 10s. 8d., having already paid 60 shillings and still owing 110s. 8d. for her obviously substantial lands; and in London Ingendolda wife of Roger, the nephew of Hubert, paid two marks of gold to have her *maritagium et dotem et res suas*.<sup>65</sup> It is notable that women appear here with both dower and *maritagium*. These latter examples appear to be a form of entrance fee similar to that paid by an heir on possession of his inheritance. The pipe rolls of Henry II also show women paying to have their *maritagia*. In 1181-2, for instance, Lezelina, the mother of Bertram de Verdun, paid twenty-five marks for her judgement on her marriage portion.<sup>66</sup> In general the occurrence of *maritagium* land in these later pipe rolls, however, seems to result from men who have married widows paying for the right to possess the marriage lands of their new spouses. One such case, however, dates back to the earlier twelfth century; in 1178-9 William son of Ulger owed 100 shillings for marriage land which was disseised unjustly from his parents in the anarchy of Stephen's reign. By 1181-2 he still owed the money but had died in the meanwhile, and in 1185-6 he was still recorded as owing money for the land, although it was noted that John son of William owed the king 19d. for the unjust disseisin.<sup>67</sup>

The *Cartae Baronum* of 1166 also noted several landholders as possessing *maritagium* land such as William Parchet, who held one knight's fee in

---

<sup>64</sup> *Ibid* p.34; p.139 and p.43. William son of Richard rendered the treasury £52 11s. and 8d. for the widow of Fulbert de Doura with her dower and marriage portion, p.158; and Henry son of Goscelin gave a good samict' for the right of the marriage portion of his wife, p.148.

<sup>65</sup> *Ibid* p.67; p.95; and p.147.

<sup>66</sup> *Lezelina redd. comp. de xxv m. pro judicio suo de maritagio suo; Pipe Roll 28 Henry II*, ed., J.H. Round, Pipe Roll Society 31, (1910) p.125.

<sup>67</sup> William appeared in *Pipe Roll 25 Henry II*, Pipe Roll Society 28, (1907) p.42; *Pipe Roll 28 Henry II* p.22; and *Pipe Roll 32 Henry II*, Pipe Roll Society 36, (1914) p.55.



Buckinghamshire, *apud Boveneiam ... de maritagio Annae*.<sup>68</sup> Most of the marriage portions recorded in the Red Book are fairly straightforward notices of land held in this fashion, but there are one or two of interest. William de Earley held one knight's fee and a certain *maritagium* for which, *dicit non adhuc debere servitium*; presumably this was within the three generations for which no service was due.<sup>69</sup> William of Eton also held one knight's fee, *de maritagio Anne uxoris patris sui*: in other examples where men hold their own mother's marriage land it is recorded as such, so it seems likely that Anne was William's step-mother. Perhaps Anne had granted it to William for a term, as he would have had no legal claim to her land.<sup>70</sup> Geoffrey de Coutances held two and a half knight's fees from Hubert son of Ralph, *quod feodum cepit cum sorore ipsius Huberti, quod factum fuit coram Rege*; the wording here strongly suggests a dispute settlement, perhaps over the marriage portion land, sealed by a marriage.<sup>71</sup> Hamo Peche had also received land with the sister of William Peverel and this had been given, *in franco maritagio quiete*; of this land three parts of one knight were later held by Adam de Periers but the remainder was then granted by Hamo to Baldwin of Rochester with his daughter.<sup>72</sup> Finally, on at least one occasion, two sisters in this period received a marriage portion each: the two sisters of Hugh de Bayeux received a marriage portion, as he noted that, *inde tenent de me in maritagio Willelmus de Ver et Gilbertus de Sancto Laudo cum duabus sororibus meis ... et ego inde servitium feci*.<sup>73</sup> These cases suggest that some *maritagium* land, at least, was utilised as 'women's land' during this period, and reused as marriage land in the next generation.

The final notable administrative document with relevance to the practice of the gift of a marriage portion in this period is the *Rotuli de Dominabus et Pueris et Puellis de*

---

<sup>68</sup> *Red Book* vol.1 p.315.

<sup>69</sup> *Ibid.* p.217.

<sup>70</sup> *Ibid* p.315.

<sup>71</sup> *Ibid* p.344.

<sup>72</sup> *Ibid* p.367. *Et preterea Willelmus Paverel dedit [mihi] in franco maritagio quiete cum sorore sua feoda ij militum ... remanentium dedi Baldewino de Rovecestria cum filia mea in maritagio.* Hamo's wife was Alice, daughter of Robert Peverel. Hamo and Alice's daughter was called Matilda and she appears in the *Rotuli Dominabus*. Matilda, in 1185, had been widowed three times and was in the king's gift; her heir was Ralph de Rochester. The lands mentioned in the *Rotuli Dominabus* are in Haslingfield and are not explicitly stated as her marriage portion but came from the above fee and hence can only have formed the *maritagium* given with her to Baldwin.

<sup>73</sup> *Red Book* vol.1 p.388

*XII Comitatus*; a survey of the lands of widows and heirs in the king's gift in twelve counties, dating from 1185.<sup>74</sup> Not every widow in the roll is recorded as possessing a marriage portion, indeed only a small fraction are stated as such, which may again suggest that not every woman received a *maritagium* from her family. On the other hand many of the women recorded as possessing marriage land do not appear to have received dowers. These women noted as possessing only *maritagium* land held land in a variety of values: in Maltby (Lincs.), Elizabeth widow of Robert son of Hugh of Tattershall, had 100 shillings rent each year from her marriage portion of the fee of her father William son of Walter.<sup>75</sup> The wife of Walter Furnage, daughter of Thomas Nevill, held four bovates of land and one plough in Snitterby worth twelve shillings as her marriage portion from her father's fee.<sup>76</sup> Matilda de Beaverio held the manor of Cratfield worth £10 in *maritagio*.<sup>77</sup> It may be that, as with Domesday, the explanation lies in the purpose of the survey which is still under debate, or that the men who were asked to provide the information did not know how the land was held: for example Juliana daughter of Ralph de Cahaignes is simply noted as having land in Barton worth £4 with good stock worth 100 shillings or more; in fact this land was almost certainly her marriage portion rather than dower as her grandfather, William, is recorded as holding the land in Domesday Book.<sup>78</sup> More simply it is probable that the land held by the widow as *maritagium* (or dower), was not covered in the surviving survey which only notes twelve counties. Maria, widow most recently of Guy l'Estrange, for instance, had been married three times; she is recorded as having dower from him worth £18 in North Runcton but it was also noted that, *dotes ejus et maritagium sunt in diversis comitatibus*, which were not covered elsewhere in the roll.<sup>79</sup>

---

<sup>74</sup> There are nine descriptions of the *maritagia* of widows in the King's gift, plus a further two entries which report that the widow in question did possess land *in maritagium*: in one case *maritagium et dos ejus sunt ultra mare, et ideo nesciunt juratores quid valeant*; and in the other *Dotes ejus et maritagium sunt in diversis comitatibus*. Notice that the jurors distinguished between dower and marriage land.

<sup>75</sup> *Ibid.* p.11.

<sup>76</sup> *Ibid.* pp.17-18.

<sup>77</sup> *Ibid.* p.63. Alda, daughter of Hugh Beauchamp and widow of William Maubanc held Roxton as her marriage portion worth £9 unstocked and £12 with stock; pp.30-1. Matilda Malherbe held a moiety of Hockliffe in marriage from her brother along with a plough team, unstocked it was worth £4.15s.4d, and with 100 sheep it would be worth 115s.4d; p.33.

<sup>78</sup> *Rotuli Dominabus* p.85.



Other widows either had both *maritagium* and dower or held other lands in addition to their marriage portions: Isolda, widow of Stephen Beauchamp, and daughter of Robert, earl Ferrers held ten librates worth of land in Barnwell All Saints (Northants.), from her father's fee but is also noted as holding other lands in Northamptonshire which she held from the king.<sup>80</sup> Emma, widow of Hugh son of Robert and daughter of Henry Tiart, was in her second widowhood, aged forty, and had both dower in Oxfordshire from her first husband Robert worth fifty shillings per annum and a *maritagium* in Brington worth sixty-three shillings per annum with stock; she also had a dwelling in Northampton worth £8 in dower from her first husband.<sup>81</sup> She was said to hold this latter in dower by gift of Robert but was given to her second husband with the dwelling holding from the king for two shillings per annum. Bertrada, daughter of the count of Evreux and widow of Hugh, earl of Chester, also had both marriage portion and dower but held them overseas and the local jurors did not know how much they were worth.<sup>82</sup> Bertrada may have preferred to have been assigned her dower in her homeland where her *maritagium* would have been located in order to return in her widowhood.

In other cases land in the *Rotuli* is not mentioned as explicitly *maritagia* land, but from other evidence must have been held as such: for example Hamo, son of Hamo was a nephew of William Mauduit by his mother and was noted as holding Fyfield; this must have been his mother's marriage portion as Fyfield had been part of the Mauduit fee.<sup>83</sup> Another sister of William Mauduit also seems to have received a marriage portion; Alice de Bidune appears on the roll as holding land in Morcott worth £10 which again must have formed her *maritagium* as this was also part of the Mauduit fee.<sup>84</sup> Juliana, widow of Hugh Bigod was also noted as holding land that

---

<sup>79</sup> *Ibid.* p.53.

<sup>80</sup> *Ibid.* p.25. Aubrey Harwecurt, also known under her married name of Trussebut, held land in Braunston as her *maritagium* worth £14 with stock in addition to four virgates from the king; p.27.

<sup>81</sup> *Ibid.* pp.22-3.

<sup>82</sup> *Ibid.* p.15.

<sup>83</sup> *Rotuli Dominabus* p.39 note 1.

<sup>84</sup> *Ibid.* p.45 note 2. Alice also appears in the roll as the Lady of Lathbury where she was holding dower lands worth £7 unstocked and £8 stocked; p.43. In neither case is the land noted as dower or *maritagium*. Other examples are the lands of Roese de Bussey in Essendine, which must have been marriage land as it came from her father's fief; p.45.n1. Clemencia, the grandmother of William de Lanvallei held land in Weston in the roll which a charter of William's proves was actually her marriage portion; p.66 note 3.

was not explicitly called her marriage portion but which had been transferred from her de Vere relatives to the Bigods.<sup>85</sup> Round, the editor of the roll, considered that the land in question was actually Ingledesthorpe in Earl's Colne, Lexden hundred, which was held of the manor of Dovercourt which we know was Juliana's marriage portion; a tenuous connection but one which fits the facts. Clementia, widow of Hubert de Sancto Claro was noted merely as having land in Weston; Round cited a charter of her grandson which stated that, *Clementia ... predictis monachis pro anima matris mee Gunnore de maritagio suo in Westone donaverat.*<sup>86</sup> Again these examples illustrates that the marriage portion was a customary gift in the twelfth century. More importantly it is clear that the practice was more widespread than the surviving evidence shows as it is clear that the marriage portion was not always noted as such in our sources.

### 3.4: Norman and Continental *Maritagia*, 1066-1204

As we would expect, the granting of a *maritagium* continued to be practised in Normandy after the conquest. Normandy and England were linked until 1204 and hence the greatest magnates, who formed a cross-channel aristocracy, granted their daughters land in marriage in either or both England and Normandy, or indeed from whichever territory they held land in. At least two of Henry I's bastard daughters, for example, held *maritagium* land in England despite being married to continental landowners. Maud, for example, married Rotrou count of Perche in 1103 and her marriage portion seems to have consisted of the manors of Aldbourne and Wanborough in England;<sup>87</sup> and Constance espoused Roscelin de Beaumont, vicomte of Maine before 1135 and held the manor of South Tawton (Devon) as her *maritagium*.<sup>88</sup> The converse was also true, we have seen in the *Rotuli de Dominabus* that Bertrada, countess of Chester, held her *maritagium* overseas which was the reason why her lands were not noted on the roll; her portion must have been located around Evreux where her father was count. At the time of the loss of Normandy many women must still have held marriage lands there and, although their lands may

---

<sup>85</sup> *Ibid.* p.71 note 1.

<sup>86</sup> *Ibid.* p.66.

<sup>87</sup> K. Hapgood Thompson, 'Dowry and Inheritance Patterns: Some examples from the descendants of king Henry I of England' in *Medieval Prosopography* (17, 1996), 45-62 at p. 53. This was traced through the cartulary of Lewes Priory.



have been too small for such women to have been greatly affected by the need to choose which king to follow (or for their husbands to take this into account), nevertheless the events of 1204 must have had ramifications for women who remained in England. Loretta, countess of Leicester, was one such woman; the daughter of William de Briouze lord of Bramber, Brecknock and Gower, Loretta received *maritagia* in Couvert in the Bessin as well as the manor of Tawstock in Devon at the end of the twelfth century: she was widowed in 1204. Her gifts from her *maritagium* of the Couvert made to the Abbey of Lyre, in Normandy, were confirmed by Philip Augustus in 1208.<sup>89</sup> The majority of women, however, who did not belong to such exalted levels would almost certainly have held their *maritagia* in only one country.

The chronicle of Orderic Vitalis also provides evidence a number of *maritagia* grants made in Normandy after 1066. In 1089-90 Orderic noted that Robert Curthose gave an illegitimate daughter in marriage to Helias of Saint-Saens with Arques, Bures and all the neighbouring country for her marriage portion.<sup>90</sup> He also recorded that Helvise, the sister of William Pantulf, gave all her *maritagium* in Aubri-le-Pantou to St Peter in c.1077, presumably in her widowhood; a gift which William Pantulf then confirmed.<sup>91</sup> Orderic was even willing to put a speech in the mouth of Malcolm, king of Scotland, proclaiming that he had received the county of Lothian from king Edward when he married Edward's niece, Margaret, in 1068 which again suggests that it was accepted that eleventh-century marriages could be accompanied by *maritagia*.<sup>92</sup> It is also possible to reconstruct at least one of these early twelfth-century Norman *maritagia*. For example, it is likely that the honor of Elbeuf (Seine-Maritime) was the marriage portion of Elizabeth, daughter of Hugh of Vermandois and mother of Waleran count of Meulan, and Robert earl of Leicester. This honor was certainly in Elizabeth's possession during her second marriage, and she continued to hold the land after 1138 when her second husband died; after her own death the honor was inherited by Waleran as her heir although she had children from her second

---

<sup>88</sup> *Ibid.* p. 51.

<sup>89</sup> *Complete Peerage*, vol. 7 p. 535. See also, F.M. Powicke, 'Loretta, Countess of Leicester' in J.G. Edwards, V.H. Galbraith and E.F. Jacobs, ed., *Historical Essays in Honour of James Tait* (Manchester, 1933), 247-72 for further details.

<sup>90</sup> *Orderic Vitalis*, vol.6 p.93.

<sup>91</sup> *Ibid.*, vol. 3 p.157.

<sup>92</sup> *Orderic Vitalis*, vol.3, p.10.

marriage.<sup>93</sup> This strongly suggests that the honor formed Elizabeth's original marriage portion given to her about, or before, the turn of the twelfth century.

By the end of the twelfth century studying the customs of both Normandy and England becomes clearer: the legal history of the *maritagium* will be discussed in the next chapter but it is worth noting a few points here.<sup>94</sup> The collection of the customary laws of Normandy known as *Le Très Ancien Coutumier* is the earliest source to discuss the *maritagium* relatively comprehensively. Pollock and Maitland referred to the two treatises which comprise the *Coutumier* as 'younger and slighter than Glanvill', to which work the collection forms a rough parallel; however, it contains much that is relevant to the marriage portion.<sup>95</sup> The editor of the *Coutumier* estimated it to have been written around the end of the twelfth century, and believed it to refer to practices current in mid to late twelfth-century Normandy.<sup>96</sup> This supports the evidence that the practice of the *maritagium* was already governed by its own customs by this period. It is also, however, probable that the customs of this period, and particularly of the early-twelfth century were more flexible than the *Coutumier* suggests. An initial marriage settlement may not, for example, necessarily have included land which was later designated as *maritagium*; land could be added to the portion for political reasons and not, evidently, always by the donor. Waleran of Meulan, for example, wed Agnes, the elder sister of Simon of Evreux c.1141; the initial marriage settlement was initially fairly modest and included some lands near Bolbec and £30 in revenue from the honor of Gravenchon. At a later date, however, Louis VII of France transferred Simon's honor of Gournay to Waleran and seems to have used the marriage as his excuse; after Waleran's death Agnes had possession of the honor as her marriage portion until her own death in 1181.<sup>97</sup>

---

<sup>93</sup> Crouch, *The Beaumont Twins* pp.10-11. David Crouch uses Waleran's inheritance of this honor as one of many proofs that Waleran was the elder twin.

<sup>94</sup> Henceforth, despite debates on their authorship, the works ascribed to Glanvill and Bracton will generally be referred to as if these men had indeed written them. The English Common law was not based on Roman law (although again the influence of Roman law upon English practice is a subject debated by legal historians), but on custom and tradition; hence I refer to legal custom. The study of Roman law itself was only revived on the continent in the early part of the twelfth century with the publication of Gratian's *Decretals*.

<sup>95</sup> Pollock and Maitland, *History of English Law*, vol.1, p.65.

<sup>96</sup> T.A.C.



The *custumal* contains obvious references to England, not least because the work refers to the king's court, and to the king throughout, and the customs recorded may well serve to shed light on English custom as well as the Norman; in general, however, the practices described should be taken as referring only to Normandy. Also in the later-twelfth century the tract noting the emerging common law of England, attributed to Ranulf Glanvill, was written and this also included some of the customs, or laws, governing the marriage portion. Glanvill, as we shall see, contains less detail on the marriage portion than the *Coutumier*, a fact which may, or may not be significant. This may be due to the particular aims of the author of Glanvill, or it may be due to emerging variations in English and Norman Common Law. It is, unfortunately, unclear to what extent customs in England were similar to, or divergent from, those in Normandy: Pollock and Maitland, for example, when describing the *maritagium* stated that, 'whether the Norman rule that he [a father] could give but one-third of his land away in *maritagia* ever prevailed in this country we do not know'.<sup>98</sup> The 'cross-channel' aristocracy may have helped to standardise customs between the two areas but we cannot assume this. Ralph de Gael of Brittany, for example, affianced his daughter Amicia to Richard, an illegitimate son of Henry I, and gave with her Breteuil, Glos, and Lire along with the whole of the honor which he held in Normandy.<sup>99</sup> Alternatively the meeting of different customs may have stimulated change in one area and may possibly have provided the impetus for written marital contracts to ensure that both parties were clear on their rights and responsibilities. Customs may also have varied according to each particular cross border marriage; Orderic Vitalis, for instance, stated that when Henry I married his daughter to the German emperor he 'bestowed with his daughter a dowry of 10,000 marks besides royal gifts to his son-in-law' but when she later wed Geoffrey of Anjou she seems to have been given some of the castles along the border of Anjou and Normandy as a marriage portion.<sup>100</sup> If this was the case, and not simply a convenient excuse for the subsequent dispute which arose over these castles, a money portion may have been considered suitable for Matilda's German marriage (perhaps in order

---

<sup>97</sup> Crouch, *Beaumont Twins* pp.52-65.

<sup>98</sup> Pollock and Maitland, *History of English Law*, vol.2, p.15.

<sup>99</sup> *Orderic Vitalis*, vol. 6 p.295. In fact Amicia, the daughter, eventually married Robert, earl of Leicester; Henry I had arranged the match and gave Robert her marriage portion with her, p.59.

<sup>100</sup> *Ibid.* vol.6 p.444 and Chibnall, 'Women in Orderic Vitalis' p.114.

to purchase lands there) as land in Normandy or England would have been too distant to appeal to the emperor, but to secure the Anjou match Henry needed to provide a landed endowment in order to attract Geoffrey. In addition there were also substantial numbers of lesser landowners, even relatively soon after the Conquest, who held land only in England and whose marital customs may have become fossilised and distinct from those of Normandy. Recent surveys of land holders in England in the eleventh and twelfth centuries, for example, have shown that the new Norman recipients of land merged into English society and formed local loyalties from a surprisingly early date.<sup>101</sup> All that we can state is that it is evident that by the end of the twelfth century, and probably even by the mid-twelfth century, the *maritagium* was governed by a reasonably standardised code of practice in Normandy. This in turn suggests that the grant was common enough by this period for such customs to have arisen.

The granting of *maritagia*, which almost certainly originated in Normandy, continued after the Conquest. Some of the greatest noblewomen held land in both England and the Normandy, or in other continental lands. This would not, however, have been the experience of the majority of women, either Norman or English, and nor can we state if the customs surrounding the grant remained the same in both areas or began to diverge even so soon as immediately after the Conquest.

### **3.5: Reconstructing Early English *Maritagia*: 1066-c.1150**

It is possible to reconstruct the original eleventh or early twelfth-century marriage grant, or at least some of the original marriage grant, from later charters such as donations of *maritagium* land to a monastery, or by the simple fact of the appearance of land in one family which had belonged to another.<sup>102</sup> These 'resurrected' *maritagia* date mostly from the early-twelfth century but several do hint at an eleventh-century date; regardless of their date they provide still more evidence of the gift of the marriage portion and, more importantly, suggest that many marriage settlements, whose documentation has been lost, still await rediscovery. Rohese wife of Richard,

---

<sup>101</sup> See D. Bates, 'The Rise and Fall of Normandy c.911-1204' in *England and Normandy in the Middle Ages* ed. D. Bates and A. Curry (London, 1994) at p.30.

<sup>102</sup> This method will be also used in later chapters. Some of the following charters were pointed out to me by Prof. D. Crouch to whom I am grateful.



lord of Clare, for example held the manors of Standon and Eynesbury (Suffolk), in her widowhood, and it is probable that they were her *maritagium* rather than dower as she granted Eynesbury to St Neot's priory in 1113.<sup>103</sup> A comparable, but better documented, *maritagium* is that given to Geva, illegitimate daughter of Hugh I, earl of Chester. The original charter, if indeed there ever was a charter, does not survive but there is a charter from c.1135-8 issued by Ranulf II, earl of Chester, confirming that the manor of Drayton Basset was Geva's land, and this manor is specifically noted as her *maritagium*.<sup>104</sup> Earl Hugh I died in 1101 and thus this is the latest date on which he could have granted a marriage portion.<sup>105</sup> Similarly Richard fitz Pons granted his daughter to Elias Gifford with a marriage portion in about 1127; this manor, however, had belonged to Richard's wife, Matilda, as her marriage portion - *que suum erat matrimonium*. The fact that their daughter was marriageable suggests that Matilda had originally received the land around the turn of the century.<sup>106</sup> Here we not only have evidence of an early-twelfth-century *maritagium* grant but also of a late eleventh-century one which was being reused as women's land in the next generation. A final marriage portion which may date from the eleventh century was that granted to Alice mother of Richard le Franc; according to one entry in the Book of Fees, Richard held Wimborne All Hallows, *quam Walterus Mobert dedit Alicie ... in liberum maritagium, quam Willelmus Rex dedit Waltero Mobert in incrementum feodi sui*.<sup>107</sup> It is possible that either William I or William Rufus could have given land which had subsequently been granted to a daughter who proved to be a long lived dowager and who finally died and passed her inheritance onto her son only later in the twelfth century.

Evidence for the early twelfth century is more plentiful, and it is clear that the gift of a marriage portion was widely practised. Adeliza, sister of Ranulf II, earl of Chester, for example, received a marriage portion in the early part of the twelfth century which

---

<sup>103</sup> R. Mortimer, 'The Beginnings of the Honour of Clare' in *Anglo-Norman Studies* 3 (1980), 119-41 at p. 123.

<sup>104</sup> *Earls of Chester* no.39 (c.1135x38)

<sup>105</sup> A similar confirmation was issued by Simon de St Liz III, earl of Leicester, c.1158-74 who confirmed the marriage portion given to Isabel his sister, and William Mauduit by Simon de St Liz II (died 1153). This consisted of land in Grendon and its church, plus the service of 3 knight's fees and land in Othorpe of the fee of Simon de Foxtona; *Beauchamp Cartulary* no. 177.

<sup>106</sup> Round, *Ancient Charters* no. 12.

<sup>107</sup> *Book of Fees* vol. 1 p. 92. The enquiry dates from 1212.

was described as three ploughlands in Tathwell (Lincs.).<sup>108</sup> Robert II de Ferrers seems to have granted Bertram de Verdon four knight's fees in Staunton Harold and elsewhere on his marriage to Matilda, Robert's daughter around 1139-58.<sup>109</sup> The *maritagia* of three generations of the brides of the Aubigny family can also be traced spanning the twelfth century: Nigel d'Aubigny received lands in the honor of Mowbray with his first wife, Matilda de l'Aigle in 1107 and his brother William married Matilda Bigod, daughter of Roger Bigod with ten fees as her portion; Nigel's son Roger de Mowbray married Alice de Gant, sister of Gilbert, in 1142-43 with the manor of Empingham (Rutland) as her marriage portion; and Nigel, Roger's son, married Mabel, possibly the daughter of William Patri, before 1170 with the manor of Banstead (Surrey).<sup>110</sup> The history of Matilda de l'Aigles's marriage portion also reminds us that in England, as in Normandy, the customary law was not set in stone in the eleventh and twelfth centuries, particularly for influential men: Nigel was able to keep Matilda's *maritagium* land despite repudiating her and marrying Gundreda de Gournay; eventually Matilda's lands passed to his children by Gundreda rather than Matilda's heirs.<sup>111</sup> Returning to the Beaumont family Hawise, daughter of Robert of Leicester, married Earl William of Gloucester in 1147-48, as part of the peace between Robert and William which was created during the Anarchy of Stephen's reign.<sup>112</sup> In this settlement Hawise was to have been given some estates in Dorset as her *maritagium*, estates which Robert had only recovered as part of the peace settlement: these lands included the Leicester share of the borough of Wareham, and the manors of Pimperne, Woodlands and one of the Wimbornes. These lands subsequently passed into the hands of the Gloucester family. This settlement appears in part to have been used to legitimise a *de facto* possession of land, and this was almost certainly a common solution to land debates. In another example of a marriage

---

<sup>108</sup> Adeliza was the wife of Richard fitz Gilbert de Clare who was killed in 1136; their son was Roger de Clare. *The Chartulary, or Register, of the Abbey of St Werburgh, Chester*, ed. J. Tait, Chetham Record Society new series 79, (1920) p. 140.

<sup>109</sup> M. Jones, 'The Charters of Robert II de Ferrers, earl of Nottingham, Derby and Ferrers' in *Nottingham Mediaeval Studies* 24 (1980), 7-26 at pp.14 and 26. The charter which recorded this seems to be no longer extant.

<sup>110</sup> *Mowbray* pp.xviii, xxviii, and xlv. Matilda de l'Aigle had previously been married to Roger de Mowbray with, presumably, the same marriage portion; after their divorce Nigel kept Matilda's lands and called his son Roger de Mowbray.

<sup>111</sup> *Mowbray*, p.xviii-xix.



portion being granted for a similar reason Roger of Warwick seems to have come to terms with Earl Hugh Bigod, who had seized Roger's manor of Bungay (Suffolk), during Stephen's reign, by marrying his daughter, Gundreda, to the earl and detailing Bungay as part of her *maritagium*; after Hugh's death Gundreda remained in possession of Bungay and founded a convent there from her *libero maritagio*.<sup>113</sup>

Grants to monasteries which were later registered in cartularies similarly provide a clue to early marriage portions which may never have been written down at the time of their gift. A donation to Blythburgh Priory, dated 18 October 1154, for instance, recorded the gift to the priory of six acres in Darsham (Suffolk), of the marriage portion of Matilda, wife of Walter, made by husband and wife.<sup>114</sup> Towards the end of the reign of Henry II Roger son of Ralph of Derby gave three burgages near the market place in Derby to Darley Abbey with the consent of Jolenta his wife, and Walkelin of Derby and Goda his wife (who was almost certainly Jolenta's sister) in return for one mark. This land was that, *que Alexander Hauselin dedit mihi in franco maritagio cum sorore sua Jolenta*.<sup>115</sup> The monks of Darley Abbey also recorded the descent of another marriage portion which eventually came into their possession: the cartulary noted that Roger de Burun, who succeeded his father Hugh in c.1155, had given the mills of Copecastle in Derby to Peter de Sandiacre *in liberum maritagium* with his daughter (*recte* sister), Alina. Peter then gave the mills *in liberum maritagium* with his daughter, Albreda, who later granted these to her younger son, Richard.<sup>116</sup>

Finally the legal records lend additional weight to the existence of *maritagia* whose charters have been lost, or which were never granted. The earliest surviving legal records date from the very end of the twelfth century but in some cases the litigants

---

<sup>112</sup> This marriage seems to have taken place by 1149 when William appears in Robert's treaty with the earl of Hereford; Crouch, *The Beaumont Twins* p.85. Prof. Patterson dated the match to soon after 1147.

<sup>113</sup> For this see D. Crouch *King Stephen* (Longman, 1999, forthcoming) appendix 1.

<sup>114</sup> *The Cartulary of Blythburgh Priory*, ed., C. Harper-Bill, 2 vols., Suffolk Record Society, Suffolk Charters 2-3, 91980-81) vol.1 no.214.

<sup>115</sup> Darlington, *Cartulary of Darley Abbey*, vol. 1 B9 (late Henry II) pp. 111-2. Although the grant refers to the concession and gift of the donor the canons gave Roger and Jolenta one mark for their donation.

<sup>116</sup> *Ibid.* p. 45.

produced evidence of past generations. In one of the earliest cases Mabel de Mowbray attempted to assert her rights to her lands at the end of the twelfth century; she claimed dower land from Robert de Mowbray bolstering her claim with letters from the king and the Archbishop of Canterbury stating that she should have her dower and her *maritagium* as they had been granted to her, free from any gifts that her husband, Nigel de Mowbray had made.<sup>117</sup> Her *maritagium* was not stated in this case as only the dower was under dispute here was not stated but we know that Matilda also claimed *maritagium* land from the Prior of Southwark. This was stated to be two carucates of land and the advocacy of a church which her father had given her when she wed Nigel.<sup>118</sup> In a case which dates from 1194-5 Reginald son of Norman defended his right to thirty-six acres of land from a claim by Robert de Gai. Reginald stated that Norman had distrained Robert's guardian over the same land as that which had been given to Reginald's mother in free marriage; Robert could not deny this and Reginald remained in seisin of the land.<sup>119</sup> In another case from this date Robert Morel claimed a half knight's fee (also referred to as three hides of land) as land which had been granted to his grandfather, another Robert, in marriage by the grandfather of the claimant Emma de Peri.<sup>120</sup> Robert further stated that this land had then been held by his grandfather and his father for sixty years prior to Emma's claim; the case was put to an inquiry and no judgement is recorded.<sup>121</sup> Again it is clear that marriage portions were being granted in more cases than the actual charter evidence would allow and that families were keeping track of individual parcels of land, and had knowledge of their claims to that land over a period as long as sixty years, if Robert Morel can be trusted.<sup>122</sup>

---

<sup>117</sup> *Ibid.* p.7.

<sup>118</sup> The roll from which the transcription was made is damaged and the name of the village in which Mabel claimed land is illegible. Mabel, however, confirmed the grant of one virgate to the canons of Southwark in the town of Banstead, Surrey and Nigel granted the advocacy of the church there to Southwark, *quod cum uxore mea in matrimonium accepi*; it seems likely therefore that the case referred to the same town; *Mowbray*, nos. 269 and 267.

<sup>119</sup> *Three Rolls of the King's Court: Richard I 1194-5*, ed. F.W. Maitland, Pipe Roll Society 14, (1891) p. 68.

<sup>120</sup> *Ibid.* pp. 25-6.

<sup>121</sup> The case was complicated by the fact that Robert was not claiming to be the tenant but was acting for his father who had been incapacitated for fifteen years according to his narrative. Emma claimed that Robert held the land and had done homage and made relief for the land to Henry Dol.

<sup>122</sup> The legal evidence will be discussed in chapter four.



### 3.5: Conclusion

It is clear, therefore, that already by the early-twelfth century the gift of the marriage portion was well established, at least amongst the aristocracy. Unfortunately in many cases the original contract does not survive, if it was ever written down in the first place, but it is possible to resurrect these marriage settlements from later documents and draw some conclusions from them. This method also suggests that there are many more early marriage settlements waiting to be investigated at a later date.<sup>123</sup> It is worth reiterating here, however, the problems of the sources utilised: although these later charters and legal cases do indeed show that *maritagia* were being granted throughout the twelfth century we cannot draw firm conclusions about the amount of land or rent that was given in total from the surviving evidence. As we have seen, for instance, two charters survive which relate to the marriage portion of Emma, daughter of Gilbert de Gant I and wife of Alan de Percy, but only one specifically stated that the land had been given in marriage: one charter records the gift of one carucate of land in Wold Newton to the canons of Bridlington by Emma from her marriage portion; the other is a gift by Walter de Percy, Emma's son, to Hernis son of Besing of two carucates in Wold Newton, which land Emma had given to Walter and we know was actually from her *maritagium*.<sup>124</sup>

The *maritagium*, in the form that it appears in the earliest legal codes, is a Norman custom brought into England probably around the time of the Conquest; although

---

<sup>123</sup> For other evidence of twelfth-century *maritagia* see: *E.Y.C.* vol. 1 nos. 241 (William son of Ralph de Aldefeld granted land in York which he, *cepi in maritagio cum Alicia sponsa mea* –1186x1203) and 275 (Abbot Savary of St Mary's, York, gave land to Serlo Brown which included that toft Rodmund gave Daniel in marriage with his daughter - c.1150x61); vol. 2 nos. 695 (The grant of Hawise de Cogan 1170x80), 794 (The feoffment of land including that carucate which Stephen son of Durand had obtained with Berleta his wife, 1161x84), and 1241 (Walter son of Ivo confirmed the gift made by his parents to Edgar, son of Earl Gospatric with Alice his sister in free marriage, 1150x62); vol. 3 nos. 1607 (Leonius son of Ralph to the hospital of St Peter, York, of land from his mother's *maritagium*, 1160x66), 1613 (Basilia de Day grants her *maritagium*, 1180x1200) and 1756 (Randolph de Neufmarché quitclaimed all the land given in marriage with his grandmother, 1185x1205); vol. 5 no. 356 (Clement, abbot of St Mary, York, confirming to Thomas de Holtby land which Thomas had been given with the daughter of Abraham, *ante* 1184); vol. 9 no. 98 (Burga, wife of William de Vescy granted some of her *maritagium* to the canons of Malton, 1169x83); vol. 10 no. 108 (Robert de Meaux granted land which was given to Alice by her brother Hugh Camin in marriage, 1190x96); vol. 11 no. 114 (A notification made by Theobald Walter that Robert le Vavasour retained the advowson of some churches when he gave land *in maritagio* with Matilda his daughter, 1189-1205), and vol. 12 no. 85 (A confirmation by Hugh de Tranby to his nephew of the gift his sister made of her *maritagium*, 1192x1218).

<sup>124</sup> *E.Y.C.* vol. 2, nos. 1203 (1140x75) and 1201 (1142x54).



1066 almost certainly did not mark a complete cut off between one system and another. It is clear that some women and their husbands in the early-eleventh century, at least in one particular area of Normandy, received a marriage portion of land, rents, or property, and also clear that, from the earliest appearance of the marriage portion in the records, there were already customs governing its ownership, control and descent. It seems likely that the practice can, therefore, be dated to the late-tenth century at the very latest. What is not obvious, however, is how widespread this practice was, either in England or Normandy nor exactly when it appeared due to the lack of early written evidence. Nor is it apparent if the customs governing the gift were the same in both areas, or if customs diverged in the two countries, and if they did indeed diverge, when they did so. There may also be the matter of differing patterns of practice between those men who held land in more than one country and those who did not, and were hence not exposed to the same variety of customs. It is also possible that the very existence of 'cross-border' marriages, for example between a family primarily based in Normandy and one based in England, stimulated the need to state and note customs and marriage gifts in order to ensure that a marriage did not deprive anyone of their rights.

Domesday Book provides evidence for the practice in England almost immediately after the Conquest, and from the twelfth century onwards evidence for the practice of *maritagia* grants becomes much fuller. In addition the evidence which can be gained from other sources, and the fact that on a number of occasions *maritagium* land was not noted as such, suggests that the gift of a marriage portion was more widespread than is immediately apparent from the surviving evidence. How widespread the practice was is open to debate but the grant seems to have been common enough that a *maritagium* was customary rather than extraordinary. It is also possible to draw a number of conclusions about the *maritagium* in this early period. By the start of the twelfth century we can perceive that there was an expectation that the *maritagium* would usually pass to the widow to hold after the death of her husband along with her dower portion, and we can see that some widows then granted their *maritagia* away, often to religious houses. This suggests that the land was perceived to be the property of the woman and treated similarly to her inherited lands. That widows held their *maritagia*, even in Normandy around the time of the Conquest, and the fact that



it also seems to have been common to return the *maritagium* of a childless, deceased, wife to the donor at this time, suggests that the practice was well established in the eleventh century. This in turn suggests that the roots of the *maritagium* actually lie hidden in early eleventh, or tenth-century Normandy. Finally it also appears that even in this early period more than one sister could receive a marriage portion, and even that an illegitimate daughter could receive a portion. The next chapter will examine the legal history of the *maritagium* to further illustrate how the customs that governed the gift were established.

## CHAPTER FOUR: *MARITAGIA* IN LAW

The historical evidence has shown that the practice of granting a marriage portion was introduced into England after the Conquest. We have also seen that the first mention of this gift in a legal context in both England and Normandy occurred at the turn of the twelfth century in the Coronation Charter of Henry I, but that it is not possible to examine the *maritagium* in law until the end of this century in any great detail.<sup>1</sup> The legal history of the *maritagium* in eleventh-century Normandy and in England, on which this chapter concentrates, is thus largely a mystery. The first detailed and useable summary of the legal customs of Normandy came in the customal known as the *Le Très Ancien Coutumier* in the late-twelfth century followed slightly later by the legal work ascribed to Glanvill which was written c.1187-89 and which detailed the emerging common law of England.

It is clear from both tracts that, in contrast to the majority of legal disputes concerning matrimony which were handled by the ecclesiastical courts, *maritagium* suits were often conducted through the civil courts. The author of the *Coutumier* noted that:

If questions need to be asked about the marriage portion the choice of court is dependent on the type of gift; if the gift was of chattels then the ecclesiastical court will determine the outcome, if anything else then it will be in the king's court.<sup>2</sup>

Glanvill noted a different distinction between the two courts:

When anyone claims land as the marriage portion of his wife, or when the woman herself or her heir claims it, a distinction is drawn according to whether the land is claimed against the donor or his heir, or against a stranger.

If it is claimed against the donor or his heir, then the defendant can chose whether he will sue in an ecclesiastical or a secular court... On the other hand if the land is claimed against a stranger, then the plea shall be determined in a lay court in the same manner and order as is customary...<sup>3</sup>

Indeed Helmholtz, in his investigation of marriage litigation in the English ecclesiastical courts, found only a scant handful of cases relating to the marriage portion.<sup>4</sup> Thus the cases which provide evidence for the legal history of the marriage

---

<sup>1</sup> For the text of the Coronation Charter see Stubbs, *Select Charters* pp.117-19.

<sup>2</sup> *T.A.C.* p.83.

<sup>3</sup> *Glanvill*, pp.93-4

<sup>4</sup> Helmholtz, *Marriage Litigation in Medieval England*, p.110



portion are, for the most part, part of the secular civil litigation. Such surviving cases can be found on the *Curia Regis Rolls* and on the *Eyre and Fine Rolls*, the earliest of which dates only from the end of the twelfth century, although the cases might refer back to the earlier-twelfth century.

The earliest surviving plea rolls date from the reign of Richard I and become plentiful from the start of the thirteenth century. These legal records show that *maritagia* disputes only formed a fraction of the total secular litigation but were far from uncommon. This in itself again suggests that the gift was a fairly widespread practice. It is therefore possible to identify which aspects of the *maritagium* were most likely to cause contention and result in legal action. It is the intention of this chapter to discuss the marriage portion both in legal theory and in practice, as the two were not necessarily identical. This allows us to discuss the grant of the *maritagium* from the point of view of the law in the twelfth and thirteenth centuries; where it conflicts with social norms we can also glimpse something of the reality of thirteenth-century practice. It is also clear from the records of civil litigation that, when compared to the legal suits concerning dower, the disputes over the *maritagia* were outweighed by the former perhaps by a third or more.<sup>5</sup> Indeed dower cases form the bulk of legal cases in which women were involved as one of the principal suitors. It is not clear why this should be so but the explanation must be either that there were less grants *in maritagium* than in dower and hence less dispute as a reflection of this, or that the gift of a marriage portion was less contentious than that of dower.

#### 4.1: Norman Customs

Legal practice in eleventh-century Normandy is as opaque as that of England; the earliest surviving source dates from the end of the twelfth century, roughly contemporary with Glanvill. From the information contained in *Très Ancien Coutumier* it is apparent that there was already a comprehensive body of custom controlling the *maritagium*, which is referred to in that terminology, by the middle of the twelfth century.<sup>6</sup> In reality, like the evidence of the eleventh-century Norman

---

<sup>5</sup> For a swift comparison consult the indexes of the calendared legal material.

<sup>6</sup> 'When something shall be given out of the share of the woman to her husband, which is commonly called the *maritagium*' *T.A.C.* pp.83-4.

charters, it is unclear to what extent the customs narrated in the *Coutumier* were in practice in Normandy as a whole although we know that the gift of the *maritagium* was practised in Normandy during the eleventh and twelfth centuries. Indeed the *Coutumier* provides as many questions as it answers: does it provide a 'snapshot' of twelfth-century Normandy; are the customs it refers to in decline; are they customs prevalent only in one area; or have these customs recently arisen? Nevertheless the tract provides an invaluable window into twelfth-century, and possibly eleventh-century Normandy.

According to this collection of customary law there was a protocol to be followed when disputes over the marriage portion went to law: only if a dispute concerned goods or chattels then the suit was to be heard in the ecclesiastical courts otherwise the dispute would be resolved in the king's court.<sup>7</sup> This shows that there were links between Norman and English custom. Furthermore the custom noted that if a woman reached the age of discretion without her brother or kinsman providing a reasonable marriage portion [*matrimonio competenti*] she could choose to bring an action in the king's court in order to remedy this defect.<sup>8</sup> If her kinsman still failed to provide the marriage portion it was to be the job of the justiciar to supply the portion from their inheritance. A precise amount of land was also specified as the correct portion that the justiciar was obliged to obtain for the girl's *maritagium*: if she was an only daughter she was entitled to one third of the inheritance land, or the equivalent percentage of that third if she had sisters depending on how many. The male heir to the land did, however, have grounds for dispute if the allocated *maritagia* comprised over a third of the available land:

*sed heredes sui revocabunt post mortem donatoris quicquid datum est ultra terciam partem hereditatis de qua debet maritari; et hoc si unica sit filia vel soror. Si autem plures sint, illi maritate nec heredibus suis remanebit nisi portio tercię partis, que eam contingit, quia omnes sorores non possunt habere nisi terciam partem simul inter se dividendam.*<sup>9</sup>

This precision suggests that the custom was firmly fixed and that every girl was entitled to a marriage portion.

---

<sup>7</sup> Late twelfth-century testimonial practice was that chattels were disposed of by will but land, apparently, was not. Thus chattels could come under the Church's view, as testaments were enforced in ecclesiastical courts.

<sup>8</sup> *T.A.C.* p.84.



The custumal makes reference to the marriage portion where inheritance was divided between sisters. In this situation 'if there are three or four sisters, or more, and one or two are married and the others not, if the married sisters want to have a share with their sisters they have to return their *maritagia*'.<sup>10</sup> Later this is reiterated, 'sisters shall share, but if one wife had a marriage portion she can choose to add it to the estate, so that other sisters receive their shares with the inheritance; and so the *maritagia*, for greater or lesser, shall be placed in share with the inheritance'.<sup>11</sup> It appears that this only referred to land or rents, and not to chattels which should not be re-partitioned because, 'anyone can give his goods to anyone he wants'.

The situation with regards to the ultimate seisin of marriage portion in Normandy is clear. According to the custumal the *maritagium* land belonged to the woman; her husband may have been able to use it during his lifetime, and make grants and other provisions from that land but once he died all his grants were nullified and she reclaimed her seisin. This principle is explicitly stated later in the collection:

*Et quamdiu fuerit sine viro, potest de terra disponere sicut mares. Si autem duxerit virum, durante matrimonio non valet aliquis contractus factus de terra mulieris, immo revocabitur in irritum post mortem mariti, et tenetur heres illius ad excambium, si habet unde.*<sup>12</sup>

There is no mention in this custumal of the woman's consent to the grant or sale serving to make her husband's contract valid in perpetuity. Indeed it would seem that, according to Norman custom, very little could affect a woman's landed endowment whilst married. Even if a man was convicted of a felony and exiled, or fled the realm prior to sentencing his wife's land could not be taken from her; *mulier pro delicto viri non amittit hereditatem*. As she was still legally a wife, however, and hence unable to control her own property, she was not able to reclaim this land, or to benefit from it, whilst her felon husband remained alive; only on his death was the wife able to enter her own land.<sup>13</sup> In the meanwhile her land would remain in the

---

<sup>9</sup> *Ibid.* p.84.

<sup>10</sup> *Ibid.* p.9.

<sup>11</sup> *Ibid.* p.13-14.

<sup>12</sup> *Ibid.* pp. 84-5 Whilst single, she [any woman] can dispose of land as men do. If she marries, however, he [her husband] cannot make contracts concerning her land, indeed anything can be revoked after his death, and his heir is bound to make exchange if he has the wherewithal to do so.

<sup>13</sup> *Ibid.* p.85.

hands of the king, both the land itself and its profits (*non erit in possessione hereditatis sue, nec habebit fructus illius*).

Widows were well treated in Norman law; as a result of their seisin of the *maritagium* they were to receive both their dower and their *maritagium* after the death of their husbands. Even if the husband had mortgaged or sold the marriage portion the widow was to have it, *integra sic[ut] ei data fuerunt ante ostium ecclesie*.<sup>14</sup> This allows us to conclude that by this date it was the custom in Normandy, as it was in England, to grant the *maritagium* at the time of the wedding outside the church. Furthermore the custom makes provision for complications arising over the return of the marriage portion to the widow which suggests that these may have been fairly common. For example, if a father used his wife's marriage portion in order to provide a dower for his new daughter-in-law, and the son predeceased his father who then also died, the mother would receive her marriage portion back from her daughter-in-law without any retention by the latter, and the daughter-in-law had to settle for an exchange of land. If no other land was then available for the daughter to be dowered from she had to wait until the death of the mother-in-law in order to reclaim her dower.<sup>15</sup> Prudent girls or their families would therefore have been wise to enquire into the exact provision and provenance of their dower lands.

Another collection of Norman law also survives from the twelfth or thirteenth century but contains less detail with regards to the marriage portion. This is known as the *Summa de Legibus Normannie* and it also deals with the *maritagium*.<sup>16</sup> This collection has been variously dated from 1180 to 1285 but the consensus of opinion is that it dates either from the reigns of Philip Augustus, St Louis, or Philip III. This repeats some of the rules concerning the marriage portion noted in the *Coutumier*, adding only that a widow had a year and a day within which to bring her suit before she lost her claim to her land.<sup>17</sup>

<sup>14</sup> T.A.C. p.3.

<sup>15</sup> *Ibid.* p.4. *Si aliquis uxorem habebit et liberos et, ipsis viventibus, unus de liberis uxorem ducat, et in dote[m] ei partem dederit vel totum maritagium matris sue, et pater et filii obierint, mater habebit totum maritagium quietum suum.*

<sup>16</sup> *Coutumiers de Normannie II. La Summa de Legibus Normannie.* ed. Ernest-Joseph Tardif (Paris, 1896).

<sup>17</sup> Tardiff, *Summa de Legibus*, pp.244-5.

non sequitur .

1180, 1285.



It would seem, therefore, in addition to the charter evidence that by the end of the twelfth century a Norman woman was entitled to a marriage portion of no more than a third of her father's lands. This allowance of one third was shared between sisters if more than one married and constituted the female share of the inheritance. Indeed the author of the *custumal* referred to the marriage portion as, 'something ... given out of the share of the woman to her husband'.<sup>18</sup> During her married life a woman could not exercise seisin over the *maritagium*, but after her husband's death she reclaimed her seisin. She also could retrieve such of her lands as her husband had granted away from her without her consent, possibly with the proviso that she acted within a year and a day of his death, and her seisin took precedence over anything else the marriage portion may have been used for.

#### 4.2: English Royal Legislation, 1066-1215

The first mention of the *maritagium* in a legal sense in England came with the Coronation Charter of Henry I, written about 1100 which we have seen noted that a widow was entitled to her *maritagium* along with her dower. The collection known as the *Leges Henrici Primi* also touched upon the *maritagium* later in the reign of Henry I.<sup>19</sup> In a similar fashion, John's great charter to his barons described the position in law of the marriage portion at the beginning of the thirteenth century. These latter documents took the same position: a widow was to be allowed her marriage portion. This is also identical with the position stated in the later twelfth-century Norman *custumal*, and we can thus assume from this that the marriage portion probably also belonged to a early-twelfth-century Norman widow. We can also surmise, however, from both Henry's concession of a widow's rights, and John's reiteration of this concession, in charter form that a widow may not, in reality, have found it quite so easy to secure her *maritagium* or her dower after her husband's death at this time. Aside from the fact of a woman's seisin, however, these tracts are uninformative as to any other customs which may have governed the *maritagium*. There is, for example, no mention of how the gift was given nor who gave the gift. According to the 'Coronation charter' a woman was to have her *maritagium* only if

---

<sup>18</sup> *T.A.C.* pp.83-4.

<sup>19</sup> Its editor, L.J. Downer, dated the *Leges* to between 1113 and 1118.

she kept herself chaste (probably referring to the king's rights over her remarriage), but this is not mentioned in either the *Leges* or in Magna Carta. The 1225 reissue of Magna Carta does indeed refer to the widow remaining single but this is concerned with the rights over her remarriage: *nulla vidua distringatur ad se maritandam, dum vivente voluerit sine marito, ita tamen quod securitatem faciet quod se non maritabit sine assensu nostro, si de nobis tenuerit, vel sine assensu domini sui, si de alio tenuerit.*<sup>20</sup>

From the fact that the Coronation Charter was supposed to correct abuses which had occurred under William I and William Rufus, we can also conclude that a widow's seisin of her *maritagium* had been the ideal situation in the later-eleventh century. We can therefore also assume that an eleventh-century Norman widow should have been able to retain her *maritagium* after the death of her husband as the custom was imported into England from Normandy. Whether or not widows did regularly regain the seisin of their *maritagia* in this period, however, we again do not know, although again extrapolating from the Coronation Charter it would appear that a number of widows had not been able to do so; how customs during this period were enforced is still a matter for debate. It is possible that many people, particularly women, had no legal recourse other than through their lord and that customs were easily influenced by that lord, and particularly by the king, in order for that man to extract the maximum benefit from the circumstances. This view has, however, been modified by historians such as Paul Brand who see royal interference preventing lords having a free choice over the observation of custom, providing more security to tenants.<sup>21</sup> Nevertheless it seems plausible that the *maritagium* given to, or received by, the widow varied according to the circumstances in the eleventh and early twelfth centuries, and even that, on occasion, a widow would receive no marriage portion at all. The evidence does not, however, permit any firm conclusions.

#### **4.3: English Legal Theory and Reality in the Later Twelfth and Thirteenth Centuries**

The Common Law of England, which had been taking shape throughout the twelfth century starts to become clear towards the end of the twelfth century in the work

<sup>20</sup> Clause 7, Magna Carta 1225, in J.C. Holt *Magna Carta* (2nd edn., Cambridge, 1992)

<sup>21</sup> P. Brand, *The Making of the Common Law* (London, 1992) p.221 and chapter nine.



commonly ascribed to Ranulf Glanvill.<sup>22</sup> The *maritagium* appears here under the writ of *dos unde nihil habet* which the author divided into two forms: dower, or the share of her husband's lands that a widow was entitled to after his death, which is the subject of book six; and dowry, or the marriage portion, a gift given upon marriage, which begins and ends book seven, and which Glanvill used as an example to discuss gifts and alienations generally. The thirteenth-century collection of legal cases and commentary attributed to Bracton also discussed the marriage portion, expanding Glanvill's statements on the gift of the *maritagium* and drew upon actual cases that had been heard in the king's court. By comparing the two works, and examining the disputes which arose from the grant of the *maritagium*, it is thus possible to gain an impression of the marriage portion at law.

The *maritagium* in both tracts, like the custom of Normandy and the evidence for the custom of Henry I's reign, was plainly considered to be the property of the wife and this is the basis of both Glanvill and Bracton's discussion of the marriage portion. It is plausible that this was a reflection of a wider western European position regarding *maritagia* type grants. The fact that the *maritagium* was the property of the wife is also apparent from the law suits of the period; there are many cases in the rolls which prove that, although the *maritagium* was under the control of the husband during his lifetime (as indeed was any land belonging to his wife such as inheritance or dower), seisin returned to the widow after his death. In fact in one case from 1224, Reginald of Bathealton went so far as to state that with regard to the marriage portion of his wife in the counties of Dorset and Somerset, *inde non habet nisi custodiam cum ea*, even during her lifetime.<sup>23</sup> It is also clear from both Glanvill, Bracton, and the legal cases that there was little or no regional variation; the disputes, arising from the gift are similar regardless of where the eyre was held. Judgements, where we can see them, were also broadly similar. The exceptions to this rule are some of the boroughs which varied on a few points from the Common Law, and these will be discussed separately; however other boroughs, notably Coventry, seem to have treated the *maritagium* in accordance with the Common Law. Nor did the treatment of the

---

<sup>22</sup> There has been much speculation on the author of 'Glanvill' without conclusive proof being offered by any historian. See, for example, R.V. Turner, *Judges, Administrators and the Common Law in Angevin England* (London, 1995) chapter five.

marriage portion in law appear to alter with time in our period; Bracton gives more details with regard to the marriage portion but this may reflect the differing aims of Bracton and Glanvill rather than significant changes in customs during the period between the two authors.

Both Glanvill and Bracton stated with regard to the marriage portion that the gift could be made, but in neither does it appear that the gift was obligatory on marriage. The language used is takes the form that the gift could be, rather than should be, made. Although the evidence suggests, as we shall see in more detail, that the gift was widely practised, at best it would seem that there was only a moral, not a legal, obligation on the behalf of parents to grant a *maritagium* with their daughters. Glanvill noted that:

Every free man who has land can give a certain part of his land with his daughter, or with any other woman as a marriage portion, whether he has an heir or not, and whether the heir if he has one is willing or not, and even if he is opposed to it and protests.<sup>24</sup>

Glanvill here takes the position which we can see in the Norman customs; that an heir may not oppose the gift that the father chooses to make to his sister. Bracton added to this position:

It is clear that land sometimes (*aliquando*) is given before espousals and because of marriage, by the father or other relative of the woman to the husband with such a woman, or, which has the same effect, to them both together, that is, to such a man and his wife and their heirs, or to a woman to facilitate her marriage, or simply and without mention of marriage, a gift such as may be made to anyone.<sup>25</sup>

Both the charter evidence - charters giving land in *maritagium* were made by men and women who were not specifically noted as relatives of the bride - and the cases recorded on the rolls support the fact that anyone could grant a marriage portion. In the London eyre of 1244, when seisin of a parcel of land was investigated, it was stated that that land had been given by William de Wrotham to Joscelin son of Peter in

---

<sup>23</sup> *C.R.R.* vol.11, no. 1712

<sup>24</sup> *Glanvill*, p.69. In the 1227 Essex eyre the jurors stated that William Thorel had given the land in question with his daughter Joanna in marriage but Joanna herself and her husband Gilbert de Camera stated that William was her grand-father; P.R.O. JUST 1/229 m.4d.

<sup>25</sup> *Bracton*, vol.2 p.77



marriage with a kinswoman (*cum parente*).<sup>26</sup> In a 1208 Yorkshire fine Stephen of Upton confirmed the marriage portion which he had given to Agnes daughter of Gamel who may have been a niece, or a more distant relative, or even no relative at all.<sup>27</sup> There is ample evidence to show that women were also able to give land in *maritagium* and this is supported by a case in the 1246 civil pleas.<sup>28</sup> In a dower plea concerning a moiety of a toft in Whitby (N.R. Yorks.), the defendant, Roger de Flore, did not deny that Alice widow of William Colt, the plaintiff, had been dowered with this land at the church door. Instead he based his claim to the land on the fact that Alice had later asked her husband that it be used as *maritagium* for her kinswoman Isabella in marriage with the said Roger, and had instead received chattels worth five marks from his share of chattels in addition to the share she could expect anyway. The defendant lost his claim because he was unable to deny that Alice had indeed been given the land as dower in the first place and she could therefore do nothing to harm this provision; the jury did not state that it was implausible that Alice would arrange to give her kinswoman a marriage portion.

According to Bracton land could also be given in marriage in other ways:

As where the donor says, 'I give to such a one, my daughter, so much land for her marriage (*ad se maritandam*)'. It is apparent, since no mention is made of heirs, that the gift is only a free tenement, not a fee, and does not extend to heirs.<sup>29</sup>

The evidence of the charters, however, shows that where land was given in this fashion a clause was often added entailing the gift onto the heirs of the woman; this suggests that, regardless of Bracton's stance, donors who used this phrase intended to create a hereditary fee rather than a temporary grant.<sup>30</sup> For example in the mid-thirteenth century Adam de Grefholme granted land on Ramshead to Christina daughter of Henry the Painter of Kirkby in Kendal, *ad se maritandam Ade filio de Boueltona*, but specified in a later clause that the land was to be warranted to *predictis Ade et Cristiane et eorum heredibus*.<sup>31</sup> Also in the mid-thirteenth century

---

<sup>26</sup> *The London Eyre of 1244* ed. H.M. Chew and M. Weinbaum, London Record Society 6, (1970) no.279.

<sup>27</sup> *Pedes Finum Eboracensis Regnante Johanne*, ed., W. Brown, Surtees Society 94, (1897) no.337

<sup>28</sup> P.R.O. JUST 1/1045 m.24d.

<sup>29</sup> *Bracton* vol. 2. p.79

<sup>30</sup> This is discussed more fully in the following chapter.

<sup>31</sup> *Furness* vol.2 part 2 p.103 (c.1240).

William son of William Richer granted his daughter Cecily ten acres in Essex *in liberum maritagium*; she and her heirs or assigns were to hold this land.<sup>32</sup> In Coventry in the late 1270's Beatrice the widow of Richard le Mastlingbeter, in her donation of a messuage there to her daughter Maria *ad se maritandam*, specified that the land would descend to Margery, daughter of Alice the grantor's sister, in the event of Maria dying childless.<sup>33</sup>

The gift of a marriage portion, unlike that of dower, was almost certainly only given once at the first marriage of a woman, although neither Glanvill nor Bracton states this explicitly. At least two suits, however, attempted to allege that land could be given to a woman on a second marriage: in 1251-2 Peter, son of Peter Gylot, claimed twenty acres of land and five acres of meadow as the heir to Amicia de Methel, who had died in seisin, from John son of Henry de Kayley.<sup>34</sup> John defended his tenancy by saying that Peter was Amicia's son by her second marriage, and he was her son by her first marriage, and hence was the nearest heir to any of Amicia's inheritance. Peter then countered that the land had been given to Amicia as a marriage portion on her second marriage to Peter Gylot by her father William Everard and to her heirs of that marriage and should therefore descend to him, and offered a charter in proof. In the event this charter proved to be irrelevant as John claimed in turn that William had died in seisin and the jury agreed with him and no judgement was pronounced on which marriage had occasioned the grant. It is worth noting that John did not deny the validity of the charter which may suggest that Amicia had received the land on her second marriage but it is more probable that John was confident of the fact that his grandfather had died in seisin. In another case the jury were asked to decide which one of a woman's two marriages had actually occasioned the gift of her marriage portion.<sup>35</sup> In 1196 Robert son of Brian claimed half of the vill of Rackham (Sussex), against John of Rackham. John claimed the land as the *maritagium* of his grandmother Alice who had been given the land when she married Walkelin de

---

<sup>32</sup> *The Cartulary of the Knights of St John of Jerusalem in England, secunda camera*, ed., M. Gervers (Oxford, 1996) no.55 (1240x1255).

<sup>33</sup> *E.R.M.C.* no 303 (1270's).

<sup>34</sup> P.R.O. JUST 1/1046 m1d

<sup>35</sup> *C.R.R.* vol.1 p.30; see also *C.R.R.* vol.3 p.120.



Ickehull in the reign of Henry II; Robert claimed that the land had been given as a *maritagium* when she wed Brian, her second husband. No judgement survives.

Nor is there any clear evidence that the marriage portion in England was, like dower or like the *maritagium* in Norman custom, limited to a certain percentage of the donor's land. There is a suggestion in Bracton that this rule did not prevail but this can only be extrapolated from the comment, 'suppose that one gives half of his land to another in marriage with his daughter', and there is no definitive statement.<sup>36</sup> In one case, dating from 1199, William of Cowley did claim that his sister, Alice, had been given five virgates of land in Oxfordshire as her marriage portion by their father, to his disinheritance as that was all the land which their father held (*desicut non plus tenuit*).<sup>37</sup> William then asked the court to consider, *utrum pater suus potuit totam terram suam dare in maritagium filie sue ad exhereditacionem suam*. Unfortunately for us Alice claimed that she did not hold all the land stated, and also that their father had other lands which William had inherited and no judgement was passed on the legality of a gift in *maritagium* to the disinheritance of an heir. Glanvill, in other circumstances, seems to suggest that a man could not favour a daughter or a younger son over the eldest son: when talking about alienations with regard to the inheritance of sons he states, 'if a man has only inheritance he can give a certain part of that inheritance to any stranger he chooses. However, if he has several legitimate sons he can hardly give any part to the younger without the heir's consent'.<sup>38</sup> The implication by extrapolation is that the gift of the marriage portion was indeed limited to an unknown percentage of a man's lands.

The grant of the *maritagium* at the church door then had to be followed by full seisin of that land.<sup>39</sup> The couple had to be seen to enjoy full possession of their new lands or rent (or whatever else the gift comprised), or the grant and even the charter conveying the grant, was worthless. Glanvill stated that:

---

<sup>36</sup> *Bracton* vol.2 p.152.

<sup>37</sup> *C.R.R.* vol.1, p.87

<sup>38</sup> *Glanvill* bk. vii, 1 p.70.

<sup>39</sup> *C.R.R.* vol.2 p.309 mentions that the gift was given *die qua eam desponsavit*; *C.R.R.* vol.14 no.1750 mentions the *maritagium* being granted at the church door as does P.R.O. JUST 1/229 m.4d.

If seisin follows the gift, the land will remain forever with the donee and his heirs, if it was given heritably; however, if no seisin follows such a gift, then after the donor's death nothing can be claimed in reliance on such a gift against the will of the heir, because, according to the interpretation customary in the realm, it is deemed to be a naked promise rather than a true gift.<sup>40</sup>

The issue of whether seisin did follow the gift of the *maritagium* was mentioned in a number of cases.<sup>41</sup> In a plea from 1205 Henry de Billing and Wimarca his wife were summoned to warrant Richard of Higham of one virgate, eight acres, half a toft and half a croft in Rushden (Northants.). They denied the warrant, which was for half of her late father's land, claiming that it had been assigned as her marriage portion. According to the charter which her father, Warin the Falconer, had made *medietatem haberet in vita ejusdem Warini et aliam medietatem* [that land which is claimed here] *post decessum ejus sicut heres suus*.<sup>42</sup> Their claim was disallowed because they had never had seisin of that land and Warin had subsequently granted it to Richard. In 1214 Gundreda de Warenne and Reginald de Mortimer successfully kept a virgate of land in Lockleys (Herts.), from Peter de Weston and Eva his wife.<sup>43</sup> The jurors did not deny that the land had been given to Peter and Eva as a marriage portion *ad hostium ecclesie*, but that Peter and Eva, who had only occupied the land for two or three days at most after the death of Adam, had incomplete seisin. They lost their case. Even where seisin was established disputes could later arise if the land was leased, particularly back to the donor or his heir. In a 1268 Yorkshire case William de Oskelby and Margaret his wife claimed land from William le Blund as Margaret's inheritance; they stated that William only had a right to the land through one Simon of Oltoft (actually Margaret's cousin) to whom Adam and Agatha, Margaret's grandmother, had leased the land for Agatha's lifetime.<sup>44</sup> William le Blund called Stephen son of Simon to warrant his seisin, who said that the basic facts were correct but Agatha and Adam had not leased the land as William, Simon and Agnes's father,

<sup>40</sup> *Glanvill*, bk. vii, 1 pp.69-70

<sup>41</sup> For example P.R.O. JUST 1/1046 m9. In 1251-2 Robert de Burgo claimed four acres of land and half an acre of meadow in various villages from Robert de Billeburg and Margaret his wife. The defendants, Robert and Margaret, produced a charter showing that her father William had given her that land as a marriage portion. Margaret's brother, another Robert, replied that the charter was genuine but nevertheless William had died seised. The jurors disagreed and Robert son of William was in mercy for a false claim.

<sup>42</sup> *C.R.R.* vol.3, p.267

<sup>43</sup> *C.R.R.* vol.7, p.177

<sup>44</sup> P.R.O. JUST 1/1050 m3d. See also JUST 1/1045 33d for a similar case.



had previously leased the land to them and they had returned it to Stephen. William and Matilda counter-claimed that William had given the land to Adam and Agnes and only then had it been leased. The jurors swore that William had indeed given the land to Adam and Agnes in *maritagium* and that Agnes had been seised for more than thirty years so William and Margaret were able to recover their seisin.

According to Glanvill in order to keep her dower a woman was supposed to remarry with the consent of her warrantor; with regard to inheritance or *maritagium*, however, the consent of her chief lord was sufficient.<sup>45</sup> It is also clear that once a marriage portion was given the donor had no further rights over the land. In a 1236 Lincoln plea William de Mortimer and Matilda his wife claimed that Matilda's father, another William, had disseised them of their tenement, meadow and wood in Lobthorpe (Lincs.).<sup>46</sup> The jurors stated that Matilda had been granted the land by William in marriage with her first husband and that, because she had remarried against his will, he had taken the land; Matilda and her husband recovered the land and her father was placed in mercy and owed two marks in damages. Even *maritagia* land held in villeinage seems to have had certain rights attached. In 1229 Ralph de Hodeng of Castle Hedingham (Essex), was impleaded to restore the *maritagium* of his villein, Alditha. During the case it emerged that Ralph had granted Alditha, his villein, the land for her marriage before going on a pilgrimage and, evidently disgusted with her choice of husband, had reclaimed the land on his return and held on to it until security was given to him that they would remain on that land and no other.<sup>47</sup> Ralph had not, however, attempted to permanently reclaim the land until the couple lived on another fee and in her widowhood Alditha claimed it should be returned to her; unfortunately no judgement is recorded.

The land given in marriage could be given free of service or not, in *maritagium* or *liberum maritagium*. According to Glanvill the difference between the two depended on the service that the land owed:

It is called frank marriage when a free man gives some part of his land to another with a certain woman on condition that the land shall be free of all service, which shall be

---

<sup>45</sup> *Glanvill* bk. vii, 12 p.86.

<sup>46</sup> *C.R.R.* vol.15 no.1932.

discharged by the donor and his heirs to the chief lord. The land shall remain free in this way until the third heir.

Sometimes, however, land is given in marriage saving and reserving to the lord the service due, in which case the woman's husband and his heirs are bound to do service but without homage until the third heir.<sup>48</sup>

Bracton, or a revision of Bracton, altered this position somewhat:

*A maritagium may be completely free, where it renders no service of any kind. It may be burdened by every service, that is where none is remitted. It may be partly free and partly burdened, where in the gift some service is reserved and some remitted, as where one gives a free tenement in marriage saving the forinsec.*<sup>49</sup>

At least one case also blurred the distinction between the two types of *maritagium* as late as the mid-thirteenth century. In 1251-2 William Constable and his wife Cecily summoned Robert Tweng, Cecily's brother, to acquit them of service to the archbishop of Rouen from their tenement in 'Kyllum' which they claimed to hold in *liberum maritagium*.<sup>50</sup> Robert came and acknowledged that they held that land in free marriage, *set dicit quod predicti Willelmus et Cecilia debent facere ... archiepiscopo ... omnia servicia ...* He then offered a charter which stated that his father, Marmeduke, had given one bovate in 'Kyllum' and the service of six carucates in free marriage, *salvo servicio archiepiscopi*. William and Cecily could not deny this and were in mercy for a false claim. The latter rule of Bracton would perhaps account for the failure of the charters to follow a clear cut distinction between free marriage and no service, and free marriage and service. Nevertheless this does not seem an entirely satisfactory explanation. To further complicate the relationship of *maritagium* and service, a later paragraph in Bracton states that:

*a maritagium may not be called free so long as service of any kind and in any amount is done therefrom, but it may nonetheless be called such if the common payments that belong not to the lord of a fee but to the king are made.*<sup>51</sup>

We shall see that this does not entirely tally with the charter evidence, nor does it fit with the evidence of the royal administration which draws its distinction between land held free from all military service to the king, or held with service to the king as *maritagium*.

---

<sup>47</sup> *C.R.R.* vol.13, no.1760

<sup>48</sup> *Glanvill* bk. vii, 18 p.92.

<sup>49</sup> *Bracton* vol.2 p.78.

<sup>50</sup> P.R.O. JUST 1/1046 m51.

<sup>51</sup> *Bracton* vol.2 p.79. This is probably a later addition to the text of Bracton.



Like the amount of land that could be granted in *maritagium* Glanvill does not state any restrictions on the service which could be attached to the marriage portion. One case from 1199 seems to suggest that if the land was merely given in *maritagium* then it had to bear the full service owed. Jordan son of Gilbert acknowledged that land had been given with his sister Helewise to Geoffrey for the service of one eighth of a knight.<sup>52</sup> His claim was not on the gift of the land *per se* but was based on the fact that he believed that the land had previously been held by their father for the service of one fourth of a knight and asked judgement whether his father could give the land for less. This claim was denied because Jordan could not prove that the land had been held by this service and not that it was indeed possible for his father to grant land at a lower service. When Bracton wrote, however, he was more clear on the matter:

One may give land more freely than he himself holds, [that is], by less service, as where he [B] is bound to forinsec to his chief lord and feoffor [A], he may enfeoff over another [C] free of forinsec service, [enfeoffing him] of the whole or some part.<sup>53</sup>

Claims for the acquittal of service were, however, generally brought from land which was held in *liberum maritagium*. These were occasionally brought before the justiciars. In 1256 William de Longchamp and his wife Isabella asked that Jordan de Esseby should acquit them of the services claimed by William Longespée on land which they held from Jordan<sup>54</sup> Jordan acknowledged that the land was Isabella's free marriage which he had granted them, free of service to the fourth heir and that even then only foreign service in scutage should be owed. This evidently followed Bracton's calculation of descent:

The degrees are to be computed from the first donee to and including the third heir, so that the donee is the first, his heir the second, the heir of the heir the third, and the heir of the second heir the fourth, who shall be held to service.<sup>55</sup>

In 1221 Roger son of Hamo was called to warrant William Mail and Muriel his wife of a messuage and one acre plus appurtenances in Wenlock (Salop).<sup>56</sup> Muriel, who

---

<sup>52</sup> *R.C.R.* vol.2 p.90.

<sup>53</sup> *Bracton* p.78.

<sup>54</sup> *Final Concords of the County of Lincolnshire 1244-72* ed. C.W. Foster, Lincolnshire Record Society 17, (1910) no.56 p.146.

<sup>55</sup> *Bracton* p.77.

<sup>56</sup> *Rolls of the Justices in Eyre, Being Pleas and Assizes for Gloucestershire, Warwickshire and Staffordshire, 1221-1222* ed. D.M. Stenton, Seldon Society 59, (1940) no.1134.

was Roger's sister, claimed to hold the land from him as land which their father had given her. Roger tried to evade the claim for the performance of service on her marriage portion by claiming that it had been their mother's *maritagium* and asking if this land could be granted away by his father, but was forced to concede that the service due should be performed by him and warranted the land for them. Cases could also be brought demanding that heirs accept the service due from a marriage portion, signifying their acceptance of the grant. One of the earliest surviving cases, from 1197, is a case brought by a woman demanding recognition of her *maritagium* and the service due from the land by her mesne lord.<sup>57</sup> The case was concluded when Richard de Specteshale agreed that the land known as Gunolfeshace in Suffolk was Matilda de Bellet's marriage portion and gave her five marks, and she agreed that she would pay him 4s. 2d. rent and 1lb pepper per annum.

Many of these disputes were almost certainly related to a reluctance on the part of the mesne or demesne lord to accept grants which could diminish his powers. This certainly seems the case in a 1249 Wiltshire claim of disseisin brought against William de Coleville.<sup>58</sup> The jurors stated that William had enfeoffed a certain Agnes de Sithwood of a meadow, later she gave the land in marriage to William de Bromhull, who brought the suit, with her daughter Agnes. William de Coleville ejected the couple from seisin as he claimed that they had refused to do service to him; the jurors stated that, as Agnes de Sithwood had been performing the service for them, William de Coleville could claim nothing there except the service and was in mercy. In another case it was the tenant from whom the rent was due who was unwilling to shift his service: when a rent of ten marks per annum which had been given as a *maritagium* was claimed by John de Claris Vallibus and his wife, Christina (also called Matilda), Harvey de Stanho, the tenant of the land from which the rent was due, stated that he held from her brother Gilbert Passelawe.<sup>59</sup> Gilbert was in court and acknowledged the grant and Harvey was then ordered to render the rent and arrears to John. The performance of homage by the third heir could also be a cause for

---

<sup>57</sup> *Feet of Fines of the Ninth Year Richard I, A.D. 1197 to A.D. 1198*, Pipe Roll Society 23, (1898) no.85 (15 November 1197).

<sup>58</sup> *Civil Pleas of the Wiltshire Eyre, 1249* ed. M. Clanchy, Wiltshire Record Society, 26, (1970) no. 52.

<sup>59</sup> *C.R.R.* vol.11 no.1452.



contention. In 1222 Osbert de Wachesham claimed homage from William son of Hugh, from a free tenement in Tattingstone (Suffolk), which his ancestors gave to William's ancestors in *liberum maritagium*, where William was the third heir.<sup>60</sup> William did not deny this but stated that he was under age and in the king's custody so homage was delayed, *et Osbertus interim adquietet terram illam de servicio illo*.

The marriage portion was also not an outright alienation by the donors; it had a string attached. A man was only entitled to custody of his wife's lands after her death if they had had a child, even if it had not survived and this also complicated the reversion of the marriage portion. This right came to be known as the curtesy of England and was not limited to the first husband of a woman. Glanvill stated that:

When anyone receives land as a marriage portion with his wife and has by that wife an heir, whether son or daughter, who is heard to cry within the four walls, then, if the husband survives his wife, he shall keep that marriage portion for the rest of his life, whether the heir survives or not; after the husband's death it shall revert to the donor or his heirs immediately. But if he had at no time any heir by his wife, then the marriage portion reverts to the donor or his heirs immediately on the death of the wife.

If the woman has a second husband, the same rule applies to him as was given above for the first one, whether the latter left an heir or not.<sup>61</sup>

And Bracton that:

[If a woman dies then the maritagium passes to her heirs] provided that the land remains for life by the law of England to her first or second husband.<sup>62</sup>

The fact that the marriage portion only became heritable on the birth of children led Plucknett to comment that, 'it would be quite easy for the husband to get the impression that as far as he was concerned the gift only became a really valuable one upon the birth of issue'.<sup>63</sup> This is indeed a plausible comment but it must be remembered that the marriage portion would also have provided a source of income, or could have been temporarily alienated by the husband whilst his wife was alive,

---

<sup>60</sup> *C.R.R.* vol. 10 p.318. In other cases it is easy to see how heirs could be confused as to who owed homage for land: in 1203 Richard of Mashbury claimed a knight's fee against Hugh the Burgundian and Margaret his wife (*C.R.R.* vol.3 p.12.) They called Roger Scales to witness as heir to Robert who had given them the land in *maritagium*. Roger appeared and offered a cirograph between Peter, Richard's uncle, and Robert whereby Peter gave Robert the land for the service of one knight. Faced with this evidence Richard was forced to take Roger's homage and wait for Hugh and Margaret's third heir to take his homage.

<sup>61</sup> *Glanvill*, bk. vii, 18 p.93

<sup>62</sup> *Bracton*, vol. 2. p.80 and see also vol.4 p.360.

<sup>63</sup> T.F.T. Plucknett, *A Concise History of the Common Law* (London, 5th edn., 1956) p. 548

even in default of children. This rule also serves as a reminder of the fact that the *maritagium* was considered the rightful property of the wife: neither Glanvill nor Bracton state that a widow's ability to claim her portion and alienate it was dependent on the fact that she had borne children. Indeed by the mid-thirteenth century this had become a cause of contention, in 1258 a complaint was issued by the barons of the realm specifically against this practice.<sup>64</sup>

If the marriage was indeed childless the marriage portion would thus revert to the donor or his heirs on the death of the woman unless specifically stated otherwise; the portion would similarly revert if heirs failed before homage was made for the land. It was therefore important for both donor and donees to keep track of such transactions in order to know how the land was held, or from whom, and what services or homage were due from the land and when. The reversion of land could, however, be complicated by the various remarriages of both men and women; the medieval family unit often extended itself to include a network of step-mothers or step-fathers, and half siblings, all of whom could potentially pose claims to the inheritance of the marriage portion. One 1203 case revolved around whether Stephen, father of Robert Malluvell, recently deceased, had held seven bovates of land and appurtenances in Rampton (Notts.), in right of curtesy of his wife Gundreda des Musters- in which case it should revert to the donor's heirs in default of children from her first marriage - or as of inheritance, in which case his son, Robert, by another marriage was entitled to claim the land.<sup>65</sup> In a similar case illustrating the tangles that serial marriages could lead to it was claimed in 1221 that a dwelling in Freston (Suffolk), had been held by William de Braham from his first wife's *maritagium* after the death of this wife and their son, and that his second wife should not therefore hold the land after his death either as dower or as her son's inheritance.<sup>66</sup> This claim was brought as a result of the actions of William's brother-in-law, William son of Eitrop, who was attempting to reclaim what he claimed was his rightful land. In both of these cases the land had been out of the hands of the rightful heirs (or was so claimed) and the land was in the process of being absorbed by another family. It was clearly in the interests of people

---

<sup>64</sup> See chapter five for more details on this, p.142.

<sup>65</sup> *C.R.R.* vol.3, p.66.

<sup>66</sup> *C.R.R.* vol.10, pp.73-5. (1221).



to keep track of land in which they might lay a potential claim and to place that claim promptly: in the latter case William son of Eitrop did not know when William had died and this was held to count against the validity of his claim. A 1224 Essex case, however, shows that some people could perhaps be too eager to place a claim in land. Robert de Tillebir claimed ten acres of land and appurtenances in East Tilbury (Essex), as land which his grandfather, Bartholomew had been seised in the time of Henry II; Bartholomew had given this land with his daughter Alice as a *maritagium* and it should now revert to the heir as Alice had died without an heir.<sup>67</sup> Peter acknowledged that his wife had died without children but stated that Alice had a sister, Geva, whose son William was still alive and was thus the nearest heir to the land.

It is also clear from the pleas, of which there are many, that the curtesy rule was not mere theory; hence the heir to the land, either from her first marriage or to the reversion, would often seek to reclaim the marriage portion from her surviving husband only to be met with his counter claim to hold in right of children of that marriage. For example, in a case dated to 1198, Hamo claimed that land should not revert immediately to the heir of the donor as he had received it in free marriage with Margaret, sister of Martin the claimant, and held it in custody with their son.<sup>68</sup> In 1200 Richard of Brocherst claimed that he held his wife's marriage portion of one carucate and appurtenances in Aston (Warks.), in custody as they had sons (*habet terram illam in custodia cum illis pueris*), which would have denied her heir the land for his lifetime.<sup>69</sup> In 1201 the two made an agreement by fine. Similar cases continued to be recorded throughout the thirteenth century: Alice daughter of Thomas, and aunt of Adam de Durregelby, died seised of one toft and four bovates of land prior to 1251-2 to which Adam was the nearest heir.<sup>70</sup> Alice, however had married twice; after her first marriage the land remained her property as it was her

---

<sup>67</sup> *C.R.R.* vol.11, no 1435. Peter claimed that his wife had a nephew to whom the land should revert and Robert denied this.

<sup>68</sup> *R.C.R.* vol. 1 p.213.

<sup>69</sup> *C.R.R.* vol.1 p.182. For the fine see p.452. *C.R.R.* vol.6, p.333: in 1212 Henry Breton de Messingham brought a plea of disseisin against his wife's heir by her first marriage; because he had children with her the land was returned to him for his lifetime; In 1224 a plea bought by the two brothers, Hugh and Roger was dismissed because their step-father was proved to have children by their mother: *C.R.R.* vol.11 no. 2633.

<sup>70</sup> P.R.O. JUST 1/1046 m56d.

marriage portion and she took her seisin with her to her second husband, Robert. Robert then proceeded to survive Alice and held the land by virtue of a having had a son with Alice who had died young; establishing Robert's tenancy of the land for his life. Robert then sold the land to William de Bredd from whom Adam was forced to recover the land when Robert eventually died. If the original charter had been worded, however, as a gift to Alice and her heirs, the survival of her children from this second marriage would have denied Alice's nephew the land altogether.

In the normal course of events the land would then pass to its heirs. The *maritagium*, however, differed from inherited land and from dower in this regard. Land inherited from either parent passed to the heir of that parent, the son of a first marriage would take precedence over the children of a second marriage, conversely the son of a second marriage would have priority over daughters of a first marriage; dower land in contrast returned to the heir of the husband, regardless of whether this was the child of the wife holding the dower or not. *Maritagia* though, although generally accounted the land of the mother, were a type of gift and, as such, the grant could be entailed, at the wish of the donor, to either the heirs of the man, the heirs of the woman, or to the joint heirs of the couple; this will also be seen in the charter evidence. Bracton notes this peculiarity with regard to a woman taking priority over a brother:

As [where] a daughter by a first husband excepts against a legitimate brother by a second that he cannot be heir, since he is, so to speak, a stranger to the succession [that is], to the maternal inheritance ... because the maternal inheritance was given in *maritagium* to her first husband and heirs issuing from both ... Let a grand assize proceed between them by these words, 'whether she who is tenant has greater right in that land, as land which was given in *maritagium* to such a one, the first husband, with such a one, the common mother, and the heirs of their two bodies issuing, than such a one, the brother by a second husband who claims, has in it as land which was given in *maritagium* with such a one, the common mother, and the heirs of the mother.'<sup>71</sup>

In one of the earliest surviving pleas, from 1200, a woman named Galiena claimed one hide of land in Morland (Essex), which her brother, William, had held and which another brother, William Torell, now held.<sup>72</sup> William Torell claimed the land as his

<sup>71</sup> Bracton vol.3 pp.312-3.

<sup>72</sup> *Select Civil Pleas* vol. 1 ed. W. Paley Baildon, Seldon Society 3, (1889) no.1.



right but Galiena claimed that the land descended to her from the side of her mother and not from the father of William Torell. The jurors stated that the land ought to descend to Galiena, *ex parte matris sue cui data fuit in maritagio*. Similarly, in the 1227-9 case brought at the Essex assize to determine whether Thomas Lock, father of Christina, wife of Hugh Alibi, and Custancia, wife of Robert de Brunfeld, had been seised of a rent of ten shillings in Stratford (Essex), the jurors upheld the right of the mother's heirs where land had been given in *maritagium* to the mother not to the couple.<sup>73</sup> Christina and Custancia claimed the rent from John de Faucilon and Sabina his wife, and their mother, who held the rent. John and Sabina defended themselves by stating that the mill from which the rent was paid had been given in *maritagium* to Thomas Lock, late husband of Sabina, by charter of her parents, Richard son of Ralph and Hawise. This charter, which was cited in the case, stated that the mill was given to the couple and should descend to Sabina's heirs whence Sabina and John stated that they had sons. As a consequence it was decided that John and Sabina should go *sine die* and that her sons were the nearer heirs. Other cases do not record a judgement but it is clear that, as with other technicalities relating to *maritagia* descent, this rule could be cited by those who wished to establish a claim to the land regardless of whether this was how the land was actually held. In 1231 Joanna de Bosco, for example, claimed a carucate in Gazeley (Suffolk), from her step-father, Ralph de Bray, as land which was given in *maritagium* to William de Bosco, Alice and their heirs.<sup>74</sup> Ralph stated that regardless of the outcome he should hold the land in curtesy, but that the land was not given to William, Alice and their heirs but to William, Alice and her heirs which were his children by Alice.

#### **4.4: Women, *Maritagia*, and the Law**

The legal records show that many of the cases involving the *maritagium* were not brought by or against women, roughly half concern the marriage portion after the death of the woman; generally disputes over the inheritance or reversion of the portion. Those cases which did directly concern women and their marriage portions

---

<sup>73</sup> P.R.O. JUST 1/229 m.10.

<sup>74</sup> C.R.R. vol. 14 no. 1067. Similarly in 1242 Richard son of Alan and his wife Matilda claimed land from her half brother William son of Alexander as land which had been given to Henry and Emma, Matilda's parents and their heirs in marriage. William countered that the land had been granted to



fall generally into two categories: the larger group of suits revolved around the principle that the *maritagium* was almost identical to inheritance; a woman brought such land to her marriage but could not control her property whilst married.<sup>75</sup> In her widowhood, however, she could reclaim land granted by her husband from her marriage lands without her consent. In a 1225 Surrey plea Cecily, widow of Jordan Coleman claimed that she was being impleaded by Michael de Polsted of a house in London which was her *maritagium*.<sup>76</sup> Michael replied that he had held that house from Cecily and her husband and that after Jordan's death she had reclaimed the house and taken his chattels; in fact it was for the return of these chattels for which he had impleaded her and the two agreed that Cecily would return Michael's goods. The writ which generally served the purpose of reclaiming the *maritagium*, and which was introduced c.1212, was known as the writ of entry *cui in vita sua contradicere non potuit* (whose will she was unable to oppose in his life) and could also be used for the recovery of dower lands and lands which had been granted to a woman.<sup>77</sup>

The impression conveyed by many of these cases is that widows often had to struggle to reclaim lands which had been granted away but this may well be deceptive. It is probable that in many cases the tenant had decided to retain possession of the disputed land until the last possible minute but then surrendered the land without needing to hire a lawyer to present his (insufficient) defence; or that there was an argument presented in court which had been rejected without any issue having to be presented to a jury. Where the defendant made no defence to the widow's claim it may also have been the practice to use the courts as a legal record of a return of land.<sup>78</sup> Indeed in cases where judgement survives the majority of women had their

---

Emma's heirs and that she had remarried after Henry's death leaving him as her heir: *C.R.R.* vol. 16 no.1962.

<sup>75</sup> *Bracton* vol.2 p.97, 'if the husband makes a gift of his wife's property it will never be revoked during the life of the husband, since a wife may not dispute her husband's acts'.

<sup>76</sup> *C.R.R.* vol. 12 no. 279.

<sup>77</sup> An example of the writ can be found in *Bracton*, vol.4 p.30

<sup>78</sup> For example: P.R.O. JUST 1/1045 m.18, Olivia, widow of Thomas son of Andrew, claimed two acres and one rood, plus one acre and half a rood as her *jus et maritagium* from William son of Peter and William son of Ralph which they cannot deny and she recovered her seisin; admittedly this is only a small piece of land and the other cases that she brings are contested by the defendants. JUST 1/1045 m18, Alice widow of Ralph Calumbe claimed one toft and two bovates in Grisethorp as her *jus et maritagium*, William son of Walter and William son of Robert agreed to a final concord stating that it is her land and returned it to her, and they are also recorded as paying for a licence to concord.



claims upheld or a concord was reached.<sup>79</sup> Other judgements show that the claim was denied because the widow brought the plea against the wrong person. In 1251-2 Ermelina and Richard le Ostreyveyn claimed four acres in Pontefract (W.R. Yorks.), from Thomas son of Richard as Ermelina's *maritagium* that her first husband, Simon le Pelater, had demised *cui in vita*.<sup>80</sup> Thomas called Walter son of Robert of Pontefract, his brother, to warrant the land; Walter came and said that Thomas had entry through him and he had seisin from his father who had been feoffed by Ermelina and Simon. Ermelina and Richard could not deny this were placed in mercy for a false claim but brought another suit which concluded in an unrecorded agreement.<sup>81</sup> In 1268 Matilda, widow of William de Neueby had to appear three time (at least) at the eyre before she could reclaim her *maritagium*. She seems to have originally claimed, through the writ of *cui in vita*, three bovates in Appleby from Simon son of Matilda Gangy who she stated to have entry through Simon de Laton to whom William, her husband, had demised the land; Simon stated that he had entry through his mother and not through Simon, and Matilda retracted her plea.<sup>82</sup> She is then noted several membranes later claiming the land by another writ which was proved to be wrong and was again in mercy; finally she correctly claimed the land as that which had been given to Matilda Gangy by William *cui in vita*.<sup>83</sup> Simon called Matilda to warrant, who called John, William's son and heir to warrant, and John gave Matilda her land: *ideo habeat seisinam suam*.

The second main group of legal suits which concerned women and their *maritagia* was where the initial grant of the marriage portion was disputed, or where the land had been seized by another person. In many of these cases the other party to the suit was a close relative, often the heir of the grantor, and thus often the brother of the donee. The most obvious explanation for this is that heirs resented land being granted

---

JUST 1045 m27d, Agnes widow of Osbert son of Nicholas recovered five and a half acres in Drax from John le Chaunceler who acknowledged that the land was her *maritagium*.

<sup>79</sup> See for example P.R.O. JUST 1/1045 m.18 *bis* (the first, however, only relates to a small parcel of land and in other cases which the widow brought her claim was contested), and 27d.; C.R.R. vol.13 no.1044 and 2751; C.R.R. vol.16 no. 244. In C.R.R. vol.15 no.404 the widow claimed from a number of people and met with a variety of responses which ranged from the return of her land to a claim that it was not her land.

<sup>80</sup> P.R.O. JUST 1/1046 m.19.

<sup>81</sup> P.R.O. JUST 1/1046 m.42.

<sup>82</sup> P.R.O. JUST 1/1050 m.31d.

away from their inheritance, and attempted to reclaim in at all costs, as they similarly tried to evade doing service for *maritagium* land. This seems to be the case in a 1200 Yorkshire suit: after the death of a woman named Sibyl, her brother, Robert son of Pagan, claimed six bovates in Tickhill from her grandson Geoffrey Clarel.<sup>84</sup> Geoffrey in turn claimed that the land was Sibyl's *liberum maritagium* which Robert had previously impleaded his father, William, for, and offered a charter of Jordan, the elder brother of Sibyl and Robert, in confirmation. Robert then claimed the charter was false and that it was never made by Jordan and that it was made six years after his death. There is no recorded judgement but the fact that Robert waited until after Jordan's and Sibyl's deaths to claim the land suggests that his claim would not have withstood their evidence.<sup>85</sup> One of the earliest cases in the rolls, from Leicestershire in 1198, also illustrates this point: John and Rohese de Sancto Laudo brought a plea of intrusion against Rohese's brother, Miles de Sancto Mauro, who had allowed Walter de Foleville to enter Rohese's *maritagium* of one carucate in Saxby. Miles was forced to concede that the land had indeed been granted as her *maritagium* after their father's charter was produced in court along with the concession charter of their elder brother.<sup>86</sup> This reluctance to accept the grant is hardly surprising as the *maritagium*, if the gift was proven, passed from the main line and into a cadet branch, and it was by no means a certainty that the land would be returned even in default of children. Other explanations for these cases include a means of registering title through the courts, perhaps in the event of a second marriage, or an entry fee paid to the heir levied by means of a court case. In 1198, for example, Walter de Burhont acknowledged that his father had given land to Emma, his sister, as a marriage portion; in return for this concession Emma and her husband Ralph gave Walter five marks.<sup>87</sup> In another case from 1239 an element of blackmail may have been involved in the Yorkshire baron William de Percy's confirmation of his sister's, Joanna's, *maritagium*.<sup>88</sup> William conceded that the five bovates which their father had held in

---

<sup>83</sup> P.R.O. JUST 1/1050 m.35 and m.56d.

<sup>84</sup> C.R.R. vol.1, p.296

<sup>85</sup> For other examples of this type of dispute see: C.R.R. vol.6 p.175; and vol.3 p.318.

<sup>86</sup> C.R.R. vol.1, p.41

<sup>87</sup> *Feet of Fines of the Tenth Year Richard I, A.D. 1198 to A.D. 1199*, Pipe Roll Society 24, (1900) no.169.

<sup>88</sup> *Feet of Fines for the County of York 16-30 Henry III* ed. Col. J. Parker, Yorkshire Archaeological Society Record Series 67, (1925) no.811 (13 October 1239).



'Friton' and the homage and service of Hugh of Howthorp was Joanna's *maritagium*, and in return for this William de Furneys, the husband of Joanna, released seventy marks due to William from the will of his father. In other cases it was the actual donor of the land who was forced to admit his grant in court: in a York case from 1208 Stephen of Upton acknowledged that one carucate of land in Upton was the marriage portion of Agnes daughter of Gamel, which he had given her. In return for this she gave him twenty marks.<sup>89</sup> Again there are a number of reasons why a donor would seek to deny his grant such as the need to reclaim the land.

The *cui in vita* cases, and one in particular, make it clear how vulnerable a married woman's lack of legal rights could make her. In the 1246 Yorkshire eyre Emma, wife of Thomas Barry, claimed land as her marriage portion in what she claimed was her widowhood, from William Clerk and from Alexander son of Lawrence, as that which her husband, Thomas, had demised to them.<sup>90</sup> William's and Alexander's defence was that Thomas was still alive and living in Amiens but neither plaintiff nor defendant could produce any proof as to Thomas's status and they were given another date in court to produce evidence. On that day Emma could bring no other proof than her two sons by Thomas, and who also had an interest in proving Thomas dead; these men claimed that their father had died at Saintes four years ago. When questioned as to the circumstances and details of his death, the two were unable to agree under what circumstances, in which hour, when he was buried and at which monastery. William and Alexander, on the other hand produced four men, two of whom had seen him at Angers on the Sunday before Palm Sunday and ate with him, and two merchants from Flanders who had seen Thomas at Amiens in Easter week. As a result the justices believed William and Alexander who went without a day, and Emma was in mercy, and was recorded as a pauper (possibly the decision of the court to act leniently and not amerce her). From the lack of claims that the land was Thomas's inheritance, it is probable that the land was indeed Emma's marriage portion, but whilst Thomas was still alive, even if he had abandoned her, she was unable to resort to the law in order to recover it, even in her necessity.

---

<sup>89</sup> Brown, *Pedes Finium Ebor*, no. 337.

*Cui in vita* cases often turned on the consent of the wife to her husband's sale of the land, or her lack of consent, and hence it was important that buyers secured this at the time of any transfer of property. If the consent was given freely and her consent was recorded, after a separate examination, in a final concord, or solemn enrollment in certain towns, then she had no later recourse to law. Hence the occurrence of items on the eyre rolls such as the notice of a sale of Agnes's *maritagium* of two bovates in Merkelet, agreed between Hamo de Driffield and Agnes his wife, and John of Preston, for a certain sum of money on the 1251-2 eyre roll.<sup>91</sup> This would have served to provide John with evidence that Agnes was a party to the transaction should she choose to dispute his claim in the future and was presumably more valid than an unsupported document, as the court would have taken care to ensure that Agnes was not coerced into agreement. This ruling also meant that transactions involving widows used the formula *in ligea potestate et viduitate mea* in order to prove that the woman was acting on her own and could not later retract her consent; for example in 1251-2 Avicia, widow of Robert le Telur claimed a messuage from Gemel le Telur which had been granted by Robert *cui in vita* and was met with the counter claim from the defendant that she had remitted and quit-claimed the land in *ligea viduitate sua*. The defendant did not subsequently turn up in court to defend his position which may have been collusive, and Avicia reclaimed the land through his default.<sup>92</sup>

The fact that widows were entitled to both dower of their husbands' lands, and to seisin of their *maritagium* also led, in a number of cases, to litigation when land was confused as one form when it was held as another, either deliberately or accidentally. The difference between the two lay in the fact that in the event of the widow dying, her dower land returned to the nearest heirs of whichever husband had endowed her, whereas the marriage portion would revert to her heirs or to her father or his nearest heir. The confusion of the two forms was the crux of several pleas including one of the earliest extant pleas, dating from 1200: William de Soulesdon and William of Baddlesmere disputed land which had been held by Dionisia of Whitfield, in Whitfield (Kent); William of Baddlesmere was the heir if the land had been held in *maritagium*,

---

<sup>90</sup> P.R.O. JUST 1/1045 m36 . See appendix one no. 11 for details of this case.

<sup>91</sup> P.R.O. JUST 1/1046 m. 63.

<sup>92</sup> P.R.O. JUST 1/1046 m53d.



William de Soulesdon was heir to Dionisia's dower lands. After an inquiry of local men it was determined that the land was *maritagium*, and hence William of Baddlesmere was assigned seisin.<sup>93</sup> A widow was entitled to a maximum of one third of her husband's lands in dower and the *maritagium* she held could also be confused with this total again leading to litigation. In 1208 Alice de Lundresford was accused, by her husband's sister and heir, of having two pieces of land in Holbeanwood (Sussex) too many in dower, but was able to successfully claim, by producing a charter that the excess land was in fact held as her marriage portion.<sup>94</sup> A later Huntingdonshire case from 1224 was almost exactly the same: Simon de Hales attempted to claim land back from Alice de Amundeville because she had been assigned too much as dower; Alice, however, claimed that this was her marriage portion and, as Simon was not able to disprove this, she kept seisin of the land.<sup>95</sup> In a slightly different case from 1221, Avicia widow of William, who seems to have been recently widowed, claimed assignment of one third of a messuage and appurtenances in Stamford, Lincolnshire, as dower only to be met with the claim from her husband's heir that she already had dower there; a jury was to be called to decide if she held this land as dower or as her *maritagium*, which suggests that Avicia rebuffed the counter claim with the affirmation that the other land was her *maritagium*.<sup>96</sup> Unfortunately we do not know the outcome of this case.

In the Common Law, as in the Norman customal, the rights of the widow to her marriage portion overrode a daughter-in-law's claims to dower. In 1223 Ernald of Chester and Gunwara, his wife, claimed dower from her first marriage from a number of defendants.<sup>97</sup> These defendants appeared and stated that she had been dowered by John with two shillings rent and no more to which Ernald and Gunwara replied that her nominated dower was this rent and a third of all the lands which were able to descend to John, that was one messuage in Worcester. The defendants retorted that, *mesagia illa fuerunt maritagium matris ejusdem Johannis et ipsa illa tenuit tota vita sua, ita quod Johannes obiit antequam ipsa mortua esset et nunquam habuit inde*

---

<sup>93</sup> C.R.R. vol.1, p.281.

<sup>94</sup> C.R.R. vol.5, p.289.

<sup>95</sup> C.R.R. vol.11 no.2835.

<sup>96</sup> C.R.R. vol. 10 p.238.

<sup>97</sup> C.R.R. vol.11 no.833.

*seisinam in vita sua*. Ernald could neither deny this nor bring suit against it and the defendants were quit. From this plea it is clear that if an heir (here a son) died whilst the mother still had seisin of her marriage portion that heir had had no claim to that land even though it would have descended to him in due course, and hence his widow could not claim dower from that land which instead passed directly to the next heir. In 1230 Joanna, widow of Roger de Lenham, was able to prove that her mother-in-law had died six months before her husband, entitling her to claim a share of her *maritagium* in dower from her brother-in-law Hugh de Polstede.<sup>98</sup> Similarly there was a hierarchy of dower: in 1224 Reginald of Bathealton denied his daughter-in-law's claim to dower in some of the lands which she claimed in Somerset and Dorset.<sup>99</sup> He stated that half of the land which she claimed in Frome (Somerset), was held in *maritagium* with his wife, and hence illegible for dower and the other half of that land was the nominated dower of his wife and again that she could have no claim there. They agreed to dower her from the remainder of the land which she claimed in Bathealton and Polehill. It also appears that, although a widow was entitled to dower from her husband's lands, she had no claim in the marriage lands of his previous wife, and many heirs used this against their step-mothers. In 1224, for example, Nicholas of Saltfleetby met the claim of his step-mother, Agnes, to have dower of forty three acres in Saltfleetby (Lincs.), with the assertion that Hugh, his father, had taken that land in marriage with his first wife, Nicholas's mother.<sup>100</sup> Agnes acknowledged that this was the case and was in mercy.

The fact that the *maritagium* was accounted the land of the woman meant that, in the event that a couple had their marriage annulled then it would appear that the marriage portion returned to the woman, presumably so that she could make another match. This is not explicitly stated but is evident from the legal cases. In 1208, for instance, Ranulf son of Adam claimed that a free tenement in Northampton had been alienated by his wife without his consent during a journey overseas but during the case it emerged that in fact the couple had previously been divorced by the bishop after it was discovered that there was a prohibited degree of kinship between them. This had

---

<sup>98</sup> *C.R.R.* vol.13 no.2430.

<sup>99</sup> *C.R.R.* vol.11 no.1712.

<sup>100</sup> *C.R.R.* vol.11, no 2249



enabled the wife to recover her *maritagium*, and hence her ability to grant away her land, in the face of fierce opposition from her husband who even called upon the pope (*appellavit presenciam domini pape*), in an attempt to prevent the divorce.<sup>101</sup> No judgement was recorded but the fact that the woman was exercising rights over the land after their separation suggests that she had a claim to the land. Fulk son of Eudes claimed that the messuage in Westminster which he held from William Bucavaunt had been quit-claimed to William by his wife, Matilda, after their divorce despite being her *maritagium*. Naturally Matilda denied this and a jury was summoned but again no judgement was recorded.<sup>102</sup> In a 1231 Essex suit, in defence of his plea, Gervase de Aldermannebi said that a certain Roger de Sumery gave land at Chrishall and £100 to Hamo father of Hamo with Agnes his daughter. In time they divorced and Hamo returned the land to Agnes *ut maritagium suum*, but did not have the money so bound himself and his heirs to render £20 each year to Agnes until the total was repaid and Gervaise showed a charter to prove this.<sup>103</sup>

In a similar vein, if a man committed a felony his property was confiscated but that of his wife, such as her inheritance and her marriage portion, was returned to her. This resembled the Norman custom but, unlike the custumal, which stated that the land would be returned on the death of the husband and did not set a limit for reclamation of lands, English custom seems to have allowed a woman restitution only up to a year and a day after the formal outlawing of her husband. Bracton cited a writ for this purpose; the example given uses land which had been given to a daughter in *maritagium* from her mother's inheritance.<sup>104</sup> Again we can see that this was practised: in 1248 it was recorded that Robert the Tailor of Berkshire had killed Thomas and had been exacted and outlawed. His chattels worth forty-eight shillings had also been confiscated. His wife then made a fine of ten shillings to have her marriage portion in peace.<sup>105</sup> This right is also recorded in the rolls of inquisitions made by the sheriffs. In 1244 the sheriff of York was ordered to enquire whether six bovates of land in Knapeton, which Henry de Merston, a fugitive for a robbery, held,

---

<sup>101</sup> *C.R.R.* vol.5, pp.250-1

<sup>102</sup> *C.R.R.* vol.16 no. 2411.

<sup>103</sup> *C.R.R.* vol.14 no.1387.

<sup>104</sup> *Bracton* vol.2 p.365.

were his inheritance or the marriage portion of his wife.<sup>106</sup> The inquiry returned that the land was Agnes's. Similarly in 1248 the sheriff of Essex was to determine if Avicia, widow of William Chaumpenois who had been hanged for robbery, held thirty acres and a messuage as her free marriage.<sup>107</sup> It was duly noted that her father, Terold the priest, had bought the land and given it to her for her marriage, 'so that the said Avicia ought not to lose the land for aught done by the said William'. If, however, a woman committed a crime such as murder then naturally her lands would be confiscated. In a plea of disseisin at the 1227-29 Essex eyre the defendants, William de Tykeho and Eleanor his wife, and Helewise widow of Gilbert son of Adam, claimed that a certain Gilbert of Lavenham, had held seventy acres in Stenington (Suffolk), in *maritagium* with his wife Dilhota.<sup>108</sup> She had killed him, fled, and been outlawed and hence her land had been taken into the king's hand for a year and a day. William and Eleanor had then made a fine for the land. A charter was produced which stated that this land had indeed been given to Dilhota in marriage and the plea of Gilbert's heir, Lucy, to the land was overridden.

Women were not, of course, above bringing suits which exaggerated or even invented land which had been given to them as a marriage portion. In 1248 Nichola, widow of Philip de Freston, claimed eight acres in Kent at the Essex eyre from the tenant William Byssop through a *cui in vita* plea.<sup>109</sup> William denied this, claiming that his ancestors had always held the land from Gerald de Hakenham, Nichola's brother, by the service of forty pence and one warrepenny and stated that it was the service which Gerald had given Nichola not the land itself. Nichola retorted that they had held the land in villeinage but the jurors swore that William had held freely and that Nichola and Philip had only held the service; William went *sine die* and Nichola was adjudged to have only the rent from him. In a 1268 suit which records a judgement Agnes, widow of Henry son of Walter, claimed a messuage in Hedon as her *maritagium* from Eda, widow of John le Schipman, and John her son which she claimed her husband

---

<sup>105</sup> *The Roll and Writ File of the Berkshire Eyre 1248* ed. M.T. Clanchy, Seldon Society 90, (1973) no.580.

<sup>106</sup> *Cal.Inq. Miscellaneous* vol.1 no.17.

<sup>107</sup> *Cal.Inq. Miscellaneous* vol.1 no.54.

<sup>108</sup> P.R.O. JUST 1/229 m.10d.

<sup>109</sup> P.R.O. JUST 1/231 m.13.



had demised *cui in vita*.<sup>110</sup> William, son of Jordan, who appeared for the defence stated that Henry had never demised the land as Agnes had enfeoffed Jordan prior to her marriage. The jury agreed that this was the case and judgement went against Agnes. In a case of disseisin at the 1271-2 Lincolnshire eyre Agnes daughter of Richard of Coleby claimed that Herbert Peche had taken her tenement in Coleby (Lincs.), that is half a bovate of land there.<sup>111</sup> The jurors agreed that Herbert had disseised her of five roods as that land was indeed her *liberum maritagium*, and Henry was in mercy for this. Alice, however, was also placed in mercy for a false claim as the jurors said that Herbert had not disseised her of the remainder of the land because his father had indeed died seised of the rest as he claimed. Some at least of these cases seem though to have been occasioned by necessity: Ismania of Bramham for instance, lost her *cui in vita* case over one toft in Harewood (W.R. Yorks), in 1251-2 against the prioress of Harewood because she herself had given a confirmation charter in her widowhood and was placed in mercy, but it was noted that, *pardonatur eius misericordia pro paupertate*.<sup>112</sup>

#### 4.5: Borough Customs

Some medieval towns enjoyed a different status from other villages or manors: that of a chartered borough. These towns had been granted a charter either by a lord, or by the king, which entitled the town special privileges, and most boroughs also had their own laws and customs which varied from town to town. In her work on borough customs Mary Bateson suggested that these customs preserve archaic forms of law, but whether this is the case with the marriage portion or which borough preserved the oldest form of the custom it is impossible to know.<sup>113</sup> Borough customs are known from a variety of sources such as the survival of the original charter, a mention in Domesday Book, or notes on a court roll explaining the decisions taken in a particular case, but not all customs have survived nor have all the customs which potentially survive been located by historians. For many boroughs there may have been little

---

<sup>110</sup> P.R.O. JUST 1/1050 45d.

<sup>111</sup> P.R.O. JUST 1/483 m5.

<sup>112</sup> P.R.O. JUST 1/1046 m.39d. See also, JUST 1/1046 m.71 and JUST 1/699 m.15 for other examples.

<sup>113</sup> M. Bateson, *Borough Customs*, 2 vols., Seldon Society 18 and 21, (1904 and 1906). See the second volume for a discussion of the origins of borough custom.

difference between borough law and the Common Law with regard to the *maritagium*. With regard to the marriage portion the custom of the borough of Northampton in approximately the year 1190, stated that:

When a man has lands by inheritance and by purchase, and has one daughter or two, or more, he may give a piece of his land with one of his daughters in frank-marriage, and the lord of the fee cannot withsay it provided his service be saved, nor can the son or the next of kin withsay it.<sup>114</sup>

The charter of Waterford (Ireland) which dates from the turn of the fourteenth century confirmed that a citizen could grant a marriage portion and also noted that it could revert to the donor:

If a citizen gives his daughter land in frank marriage, and the daughter dies, the said land will return to the said citizen or to his heirs if she has no heir of her body, and if the land be not given to her husband for his life.<sup>115</sup>

The custom of these two boroughs resemble those noted in Bracton and Glanvill.

In some cases, however, we can see that the borough law varied on a few points from the position of the Common Law. The borough of Northampton, for instance, having stated that men could give their daughters a marriage portion then limited the right of donees, both male and female to sell the marriage portion, as did the custom of the borough of Lichfield in 1221 but in a different respect. According to the custom of Northampton a man and his wife could sell the *maritagium* but only in deepest poverty, 'by reason of poverty a man and wife can sell the marriage portion but they cannot sell it as long as they have any other land which they can sell'.<sup>116</sup> In Lichfield the marriage portion could not be sold at all, 'the town of Lichfield says that the custom of their town is such that no-one can sell his wife's marriage portion'.<sup>117</sup> In Winchester, however, a man could evidently sell his wife's *maritagium* and she was entitled to no redress in her widowhood. In a case from 1228 it is specifically noted that, following the custom of Winchester, a man can permanently alienate his wife's dower, inheritance and *maritagium*. Joanna, widow of Joscelin son of Richard claimed dower from his heir but, concerning this plea, the balliffs of Winchester came and said, *quod terra illa est in suburbio ville sue et consuetudo semper extitit in*

<sup>114</sup> Bateson, *Borough Customs* vol. 2 p. 92.

<sup>115</sup> *Ibid.* vol.2 p.111.

<sup>116</sup> *Ibid.* vol.2 p.102.



*eadem villa talis quod vir poterit vendere dotem uxoris sue et maritagium et hereditatem et totam terram quam habuerit ex parte uxoris sue sine clamio quod inde habere possit.*<sup>118</sup> Another Winchester plea to reclaim dower in the same year was denied for the same reason although the plaintiffs, Gervaise Gaubert and his wife Eufemia, claimed that she had registered her disapproval of the sale of her land in the civic court.<sup>119</sup> In yet another Winchester case Christina, widow of Ailric, and Richard of Windsor came to an agreement over a shop in the suburbs of Winchester which she claimed as her *maritagium*.<sup>120</sup> Richard claimed that under Winchester customs she had no right/the land as it had been sold but Christina countered that the shop was outside the Liberty of Winchester. Richard was summoned to reply to her claim but agreement was reached probably because the disputed property was located on the border of the borough and neither had an unshakeable claim to the land. York also seems to have had a similar custom as a decade earlier Juliana widow of Robert of Cawood claimed a toft in York as her *maritagium* which her husband had demised *cui in vita* from Robert of Louth, Sarah his wife, and Robert son of Sarah.<sup>121</sup> The latter claimed that according to the custom of York if two people wed, whether the woman brought all the land to the marriage or not, half belonged totally to the husband, and moreover he could sell her inheritance and *maritagium* in her lifetime. No judgement either way was recorded. The custom of Grimsby seems to have been kinder to widows, giving them a year and a day after the death of their husbands in which to reclaim any land which had been sold by him. In a plea of *cui in vita* brought in 1247 over a messuage and appurtenances in Grimsby the defendant, Ralph de Solventby, stated that, *talis est consuetudo ville de Grimmesby quod...si aliquis de predicta villa vendat terram uxoris sue vel maritagium et ipsa infra annum (et diem) post mortem viri sui non appositum clamium suum ipse qui terram illam emerat semper tenebit.*<sup>122</sup> No judgement was recorded although space was left for one.

---

<sup>117</sup> *Ibid.* vol.2 p.103.

<sup>118</sup> *C.R.R.* vol. 13 no.829.

<sup>119</sup> *C.R.R.* vol.13 no.1153.

<sup>120</sup> *C.R.R.* vol.13 no.1154. This is also cited in Bateson, *Borough Customs* vol.2 p.103.

<sup>121</sup> *Rolls of the Justices in Eyre for Yorkshire*, ed., D.M. Stenton, Seldon Society 56, (1937) no.292. Hawise and Roger had previously claimed the land in no.267.

<sup>122</sup> P.R.O. JUST 1/614B m.49d. See appendix one no.12.

Other boroughs varied from the Common Law with regards to the rights of a second husband over the marriage portion. In a curtesy case from Worcester in 1243 the court noted that, 'the custom of the borough of Worcester is that the second husband, although he had children by his wife, cannot have her marriage portion or her inheritance'.<sup>123</sup> In Northampton a wife who remarried could take her marriage portion to her second husband but their ability to use that land was limited if she already had children, 'if ... the woman should marry again, having had children by the first husband, she and her second husband cannot sell that marriage portion or give it in fee or gage it in any valid way'.<sup>124</sup> This suggests that in Northampton the marriage portion was considered the rightful land of the heir and a woman's rights in it were *usefruct* only.

In other boroughs a money portion rather than land may have been the customary form of *maritagia*. In 1221 a woman called Hawise and her second husband, Roger the Smith of Stanton Lacy, claimed half a messuage in the town of Ludlow as her marriage portion from one Wimund son of Wimund.<sup>125</sup> Nicholas Bum, Hawise's brother, who was called to warrant by Wimund stated that Hugh, their father, had given her and her first husband one mark; following the law of Breteuil he pledged the half messuage in question until he would be able to pay them the mark promised. The jurors stated that Nicholas, as Hugh's heir, had paid them the mark and that Hawise and Roger therefore had no further claim to the land.

It is evident, therefore, that *maritagia* grants were given in at least some of the boroughs, and commonly enough to be noted in the customs of that town. It is thus probable, given the difficulty with examining borough customs, that the majority also allowed their citizens to give marriage portions. How this land was regarded, however, varied from borough to borough. Some allowed the widow to reclaim land alienated by her husband, others put restrictions on this, and Lichfield did not <sup>allow</sup> a husband to sell the *maritagium* at all.

<sup>123</sup> Bateson, *Borough Customs* vol.2 p.115. See also *C.R.R.* vol.17 no.138 for this case.

<sup>124</sup> *Ibid.* vol.2 p.102.

<sup>125</sup> Stenton, *Rolls of the Justices in Eyre, Gloucestershire, Warwickshire and Staffordshire* no.1127.



#### 4.6: The later Thirteenth Century: The Statue *De Donis*

In 1285 legislation was passed which had a bearing on the marriage portion and which seems to have radically influenced how men and women could control the *maritagium*. The relevant clause, which has become known as *De Donis*, formed part of the Statute of Westminster II. This clause prevented, or attempted to prevent, the land given in *maritagium* from passing from the hands of the donees before the heir could inherit, or, failing the birth of children, from failing to revert to the donor, although it did not apply to alienations made prior to the statute even if the cases were brought before the courts after 1285.<sup>126</sup>

Our lord the King perceiving how necessary and useful it is to appoint a remedy in the aforesaid case, has established that the will of the donor according to the form manifestly expressed in the charter shall henceforth be observed, in such wise that those to whom a tenement is thus given upon condition shall not have power of alienating it and preventing it from remaining to their issue after their death, or else to the donor or his heir if issue shall fail, either by reason that there was no issue at all or if there were, that the heir of such issue had failed.<sup>127</sup>

In other words this statute attacked the ability of both men and women to alienate the *maritagium* which was to pass intact to the heir or revert to the donor.<sup>128</sup> This provides evidence that, although the *maritagium* was accounted the land of the woman, one of the main purposes of the gift, at least as it was seen in the second half of the thirteenth century was to provide for the heirs of the couple. This had been eroded by the rights of the donees to sell or grant the gift as they pleased. The statute, which in effect created the fee tail form of inheritance, is part of a late-thirteenth-century shift towards more restrictive land holding practices and, as such, forms a boundary to the earlier customs governing the *maritagium*. That such a move hampered the ability of widows to control their own lands may not have been intentional but *De Donis* also marked a decline in the powers of women.

<sup>126</sup> McFarlane, *Nobility of Later Medieval England*, p. 63.

<sup>127</sup> *English Historical Documents* vol.3. p. 7.

<sup>128</sup> Mason cited the case of Petronilla de Lacy, wife of Ralph de Tony, who granted her *maritagium* of Britford manor away from her heir in 1278 to show that *De Donis* met a real need on the behalf of heirs; E. Mason, 'Maritagium and the Changing Law' in *B.I.H.R.* 49-50 (1976-7) 286-9.

#### 4.8: Conclusion

The legal tracts show that by the late-twelfth century the customs of Normandy and England resembled each other with regards to many aspects of the *maritagium*. For the later twelfth and thirteenth centuries it is also evident, from the law presented by Glanvill and Bracton, that within England itself, with the exception of differences over some points in the customs of some boroughs, the *maritagium* was governed uniformly with no regard for local or temporal differences. We can also see, in the legal evidence, the *maritagia* of those women of lesser wealth and status, again, except with regard to the size of the portion, no distinction seems to have been drawn. The legal evidence provides further proof that women had real control over their *maritagium*; seisin was considered vested in the woman even during the lifetime of her husband, who can thus generally be regarded, with the exception of citizens of some of the boroughs, as merely a life tenant of the land. Women received their marriage portions after a divorce or if their husband had committed a felony as they would any land which they had inherited. Nor could a donor later retract his grant of land in marriage, or an heir protest the gift, once given he lost all rights to his land save that of reversion. These facts were accepted by the plaintiffs and defendants who could claim land as a *maritagium* of their female kin, or deny that it was such, as they pleased, depending on whether a claim was being advanced or denied. This acceptance in itself reinforced the general theory that women had the right to their marriage portion during their widowhood. One exception to this rule may have been that a widow was denied seisin of stolen property, however innocently she had received it as *maritagium*: the theft of a mare was the subject of one Hertfordshire enquiry from 1220, and it was found that the stolen horse had then been given to a certain Philip le King in marriage with his wife.<sup>129</sup> Two points relating to the *maritagium* in law worth noting in particular: land given to a girl *ad se maritandam* according to Bracton was a life grant only but, as we shall see more fully in the following chapter, donors in reality often chose to add a clause entailing the land to the girl's heirs. The relationship between freedom from service and the use of the terminology *liberum maritagium* also remains unclear, again as we shall see the legal

---

<sup>129</sup> C.R.R. vol.8, p.277.



evidence does not mesh fully with the charter evidence. This suggests that the definition of free marriage was either evolving at this time, or undergoing change.

The right of women to keep their marriage portion and to pass control of this on to their second, or even third, husbands must also be considered in the context of the heir, whose landed inheritance must have been substantially depleted by this custom in addition to the widow's assignment of dower (although the heir was perhaps able to regain some of this lost ground with his own wife's *maritagium*). A long widowhood, coupled with curtesy could conceivably have kept the marriage portion out of the control of the next heir for forty or fifty years. In addition, unlike dower, a widow could alienate her *maritagium* permanently until at least 1285 and her heirs had no legal recourse to her actions. It is hardly surprising, therefore, that the majority of disputes concerning the *maritagium* involved curtesy rights or disputed inheritance of that land.

Finally it is notable that, with regard to the marriage portion, the evidence suggests that most women went to law in order to reclaim their land which had been granted away by their husbands. This was a natural consequence of the rights of both husband and wife over the *maritagium*. After her husband's death a woman merely gained legal rights over her seisin, all a widow needed to prove was that the land was her marriage portion and then reclaim it, and this was often aided by the existence of a charter granting the land. Dispute only arose when the tenant of the marriage portion land sought to hold the land for as long as possible before being forced to return it. Where the *maritagium* had not been granted away it must have been a relatively simple matter for a widow to take her land back into her hand, and, although some heirs attempted to prevent this, the majority of *maritagia* would seem to have passed back to the widow peacefully. In contrast a woman's title to dower rested solely through her husband and her dower lands had to be claimed and proved to be dower after his death from his family (indeed one of the principal disputes over dower was how much land had actually been assigned, if at all, to the woman in the first place). If the dower land assigned to the widow had been granted away during the marriage she then had also to go to law to reclaim this. It is this difference between *maritagium* and dower which I believe accounts for the greater proportions of dower

claims on the rolls; women simply found it easier to reclaim *maritagium*. A second wife also seems liable to have been met with the claim that land claimed in dower was, in fact, the *maritagium* of the first wife and thus unobtainable; again this needed to be proved or invalidated. It seems probable, therefore, that the difference between the number of law suits concerning the marriage portion, or those concerning dower, were due to differing perceptions of the land. The *maritagium* was accepted to belong to the woman and was merely reclaimed, dower lands belonged to the man and had to be requested.



## CHAPTER FIVE: THE GRANT OF THE MARRIAGE PORTION

We have seen that marriage portions were being granted in the eleventh century, evidence being provided by later charters which mention the gift in passing, or by chronicle sources or administrative records, or simply by tracing the descent of land from one fee to another where marriages occurred between two families. These very early *maritagia* raise a number of interesting issues which can probably never be answered: for example, how common was this type of grant; what, if any, conditions were attached to the gift; and who was intended to benefit from the gift. Although we can see the practical effect of these grants in later donations or land tenure, there are no surviving charters recording the gift of a marriage portion for the eleventh century that I have been able to locate. Indeed these eleventh-century *maritagia* may never have been granted with a formal, written document but given in an oral ceremony witnessed by a select group of neighbours, lords, and priests. Use of charters to mark property transactions within the aristocracy developed slowly over the course of the eleventh century and twelfth century; charters only started to come into use to prove tenancy in the twelfth century by laymen, initially for their gifts to religious houses.<sup>1</sup> During the late twelfth and thirteenth centuries the practice of using charters to convey property became common and by the end of the thirteenth century the use of this type of documentation even extended down to a peasant level in some cases. As the evidence becomes fuller it is therefore possible to broaden the scope of the thesis and examine the *maritagia* of those women below the level of the greatest magnates, as we can do also from the legal evidence. This chapter will examine the language or diplomatic of the earliest surviving charters in order to answer some of the questions posed above.

The language of the twelfth-century charters does not conform to a standard style for the most part although a general pattern is evident; a formal or rote standard, so evident in the thirteenth-century charters and so bland in manner, was only slowly being created by the increasing usage of charters in the twelfth-century and a

---

<sup>1</sup> Clanchy, *Memory to Written Record*, p. 53.

corresponding growth in scribal numbers and formal training.<sup>2</sup> This transition was first felt in the charters produced for the royal chancery, gradually reaching the scribes employed by the nobility. The evolution of language and form in marital charters suggests that the practice of the marriage portion was either in the process of becoming standard in the twelfth century, or that the documenting of the gift had only recently become customary, or, more probably, that a combination of these factors was at work. To quote Duby, 'from these [early] texts we can isolate an entire social vocabulary which is introduced into them [the charters] belatedly only to be crystallised in the language of professional scribes'.<sup>3</sup> In the case of these early more idiosyncratic marriage contracts it is therefore possible to see beneath the thirteenth-century style and investigate the intentions of the donors. Each twelfth-century charter is slightly different in character, although there is a definite shift towards a standard style towards the end of the century, a standard style which then continued into the thirteenth century and beyond.

The development of this more formalised thirteenth-century style is also of interest, and this chapter will also examine the later twelfth and thirteenth-century charters; additional material in the later charters reveals what was found to be necessary to include in charters, and omissions in thirteenth-century charters the opposite. The thirteenth-century charters, due to their surviving numbers reveal more about the nature of the marriage grant, and are more open to statistical analysis; in this chapter they have been considered after those charters from the twelfth century and only those charters of interest have been specifically noted. Although the sample is comparatively small, it is broad-ranging and comprehensive spatially and temporally, and thus, I believe, provides a relatively accurate representation of the broader trends of the *maritagia* which may have existed in total by the end of the thirteenth century. Small changes are open to differing interpretations but the larger changes in the marriage portions are surely not the result of any incidental bias in the group. This chapter will also examine the charters in the light of the legal evidence paying attention to any

---

<sup>2</sup> Teresa Webber, studying the earldom of Chester charters concluded, 'even in the early thirteenth-century, it is difficult to speak of anything as formal as a writing office, still less a chancery'; M.T.J. Webber, 'The Scribes and Handwriting of the Original Charters' in A.T. Thacker, ed., *The Earldom of Chester and its Charters. A Tribute to Geoffrey Barraclough*, *Chester Archaeological Society Journal* 71 (1991), 137-52 at p.147.



discrepancies between the reality of the charters and the legal evidence, particularly to the two points previously noted.

### 5.1: The Charters

The number of marital charters increases in the thirteenth century, but they are still comparatively scarce when compared to documentation surviving from later centuries; the twelfth-century evidence is thinner but very probably proportionally reflects the total number of charters actually written down in the period fairly accurately. I have so far located sixty-eight charters which can be dated to the twelfth century, (or at least to the earliest years of the thirteenth), which mention that land or some other gift is being transmitted through marriage.<sup>4</sup> The very earliest charters are confined for the main part to the greater nobility, the magnates. The crucial word in all the charters is some form of the word *maritagium*; this can be in the ablative *maritagio* or, more usually, in the accusative form *maritagium* (and various alternative spellings such as *mariagium*), *matrimonium* also appears as a term denoting a marital gift.<sup>5</sup> The difference between the use of the accusative or nominative forms may simply be that the former translates as a gift given on or at marriage, the latter as a gift given for the purpose of marriage; given the identification between marriage and the marriage gift (both *maritagium*), the nominative form may even signify that the gift created the marriage in one respect. This term may or may not be accompanied with the phrase *liberum*. One late twelfth-century charter did not mention this phrase but the donor, Robert de Stuteville, noted instead that *hanc vero concessionem feci ei die quo disponavit Hawisiam neptem meam*.<sup>6</sup> Other charters also record grants to either to a couple or to a woman, which resemble the *maritagia* charters: in one, for example, Ralph Deyncourt of Potter Newton (Lincs.), a younger

---

<sup>3</sup> G. Duby, *The Chivalrous Society*, trans. C. Postan (Berkeley, 1977), pp.84-5.

<sup>4</sup> More charters survive which provide evidence for the gift of the marriage portion, these will, however, be discussed later. This number can be compared to the roughly 750 royal charters which survive in the original, but also to the quote of the issue of less than one charter *per annum* for four of the great magnates in the twelfth-century; Clanchy, *Memory to Written Record* p. 56. This figure is not totally accurate as on occasion one person made two grants to the same donees; charters which are future contracts of marriage, or arranged by an overlord, or similar charters have been assigned to another category and do not feature in this tally.

<sup>5</sup> *Sibton Cart.* vol. 3 no. 934 (late-twelfth or early-thirteenth century). *Cirencester Cart.* vol. 3 no. 616 *in frango mariago*.

<sup>6</sup> *E.Y.C.* vol. 9, no. 16 (1170x83).

son of the East Midland tenant-in-chief Ralph Deyncourt, Matilda his wife, and William and Robert his sons, granted land to John clerk of Mere and his heirs by Basilia, Ralph's daughter, but the charter did not mention that the land had been given in marriage.<sup>7</sup> It cannot, however, be assumed that these charters were identical to the *maritagia*. We have seen that *maritagia* formed a distinctive legal entity with certain rules attached to them, indeed several of the twelfth and early-thirteenth-century charters do mention that the land is to be held, *sicut aliquod maritagium liberius aut quietus dari possit*.<sup>8</sup> In addition in at least one case a distinction was drawn between the *maritagia* grants and other types of land, including those charters which resembled them: where an inheritance was to be partitioned between sisters, for instance, the text of Bracton shows that *maritagia* needed to be taken into account when division was made, whereas land given to a couple by other means did not.<sup>9</sup>

This sample, despite the small number of charters extant (234 in total), does provide important clues to the actual practice of the gift of the marriage portion during the twelfth century, particularly on the phrase *in liberum maritagium* which has been assumed to mean free and quit of all services as opposed to land given in *maritagium* and burdened with services.<sup>10</sup> Dating also poses some problems for the use of manuscript charters, although the majority are almost certainly thirteenth rather than twelfth century.

## 5:2 Charter Protocol

The earliest surviving charters used a variety of protocol forms.<sup>11</sup> The charter mentioned above, by Roger earl of Warwick, which dates from between 1137-1138,

<sup>7</sup> *Thurgarton* appendix no. 25 p.ccxix (mid-twelfth century).

<sup>8</sup> *The Lanercost Cartulary*, ed., J.M. Todd, Surtees Society 203, (1997) no. 112 (1185x1210) and no. 115 (by the brother of the donor of 112 and dated to the same time); *Early Cheshire Charters* no. 17 (1195-1205); *E.R.M.C.* no 240 (c.1291) is an example of a later thirteenth-century charter using approximately the same phraseology: *sicut aliquod maritagium liberius teneri poterit*.

<sup>9</sup> See chapter eight under partition for a fuller explanation of this.

<sup>10</sup> Again this will be discussed below, drawing a parallel between the phrasing *in liberum maritagium* and *in liberum elemosinam*.

<sup>11</sup> For charter protocol generally see A.Giry, *Manuel de Diplomatique* (Paris, 1894). For English charters see P. Chaplais, *English Royal Documents: John-Henry VI* (Oxford, 1971) or H. Hall, *Studies in English Official Documents* (Cambridge, 1908).



has the *intitulatio*, *Rogerus ...omnibus suis baronibus et amicis...*<sup>12</sup> Similarly the next chronological charter also uses this form of protocol and begins: *Rogerus de Molbrai omnibus hominibus...* and is addressed to Roger's men, *francis et anglis*.<sup>13</sup> Similar forms continued to be used throughout the century with nine charters in total addressing the grant in this fashion; the final two examples from this period dating to c.1190, and to 1182-1210 respectively.<sup>14</sup> The latter charter addresses the *probis hominibus* of Robert rather than merely *hominibus*. The *intitulatio* could appear either at the start of the *inscriptio*, hence for instance, *Willelmus de Bray omnibus hominibus*, or towards the end of this address clause.<sup>15</sup>

This early form of charter style makes a distinction between the protocol and the text which other charters fail to make. Another early charter omits the *superscriptio* altogether and begins, *hoc est maritagium quod Robertus de Brus dedit*.<sup>16</sup> Along a similar line, the charter of Gilbert Foliot, dating from between 1185-1188, commands, *notum sit tam presentibus quam futuris quod ego Gilbertus Foliot dono* and continues with the disposition of the land.<sup>17</sup> The most common form in the twelfth-century charters, however, with various minor variations of style, combined the *intitulatio*, the *inscriptio* and the *dispositio* and began 'let all know that ...', or *sciant omnes presentes et futuri quod...*<sup>18</sup> It was this form of combined address and disposition clause, which first appears in the marriage grants in the mid-twelfth century, which continued in popular usage throughout the twelfth century and formed the standard style in the thirteenth century as, *sciant presentes et futuri quod ego...*<sup>19</sup> The earliest surviving appearance of this style, in 1174, used the variation *omnes tam presenti quam futuri* which remained in usage throughout the century; shortly after

<sup>12</sup> *Beauchamp* no. 285 (Nov. 1137x Dec. 1138). For the dating of the charter see, D. Crouch, 'Geoffrey de Clinton and Roger, earl of Warwick: New Men and Magnates in the Reign of Henry I' in *B.I.H.R.* 132 (1982) 113-24 at p. 121.

<sup>13</sup> *Mowbray* no. 374 (1138x1148).

<sup>14</sup> In addition to the two mentioned above the other charters are: Hilton, *Stoneleigh Leger Book* p.8 [+ 1138]; *Thurgarton* appendix no. 24 [1168x1183]; *Redvers* no.15a [1170x1175]; *E.Y.C.* vol.9 no.16 [1170x1183]; *E.Y.C.* vol.11 no. 262 [late-twelfth century]; Todd, *Lanercost Cartulary* no. 113 [1182x1210]; *Oseney Cart.* vol.5 no. 579a [c.1190].

<sup>15</sup> *Oseney Cart.* vol.5 no. 579a.

<sup>16</sup> *E.Y.C.* vol.2 no. 650. This charter was originally dated by its editor to the mid-twelfth century but in a later volume the date was reassessed to 1125x1135.

<sup>17</sup> *Redvers* no.19 91185x1188).

<sup>18</sup> The remainder of the early charters fall into this category.



this charter, however, the more common *presentes et futuri*, made its first appearance in the marriage charters. There is little or no variation with location for this phrasing, as we have seen with the legal evidence, which suggests that a rote form, possibly set by one chancery, was soon available to the majority of the charter scribes.

### 5.3: Donors in the Charters<sup>20</sup>

The majority of the charters, no matter what style was used to notify those in the present and in future of the grant, recorded only a single donor of the land (see Figure 1: Donors in all *maritagia*). This donor was, almost without exception in the twelfth century, and only slightly less commonly in the thirteenth century, a man, and a man who was a kinsman of the woman being granted in marriage, although there are female donors of the marriage portion. Overwhelmingly this male donor was the father of the bride, or if not her father then her brother; if the donor was female, then she was usually the mother of the bride (see Figure 2: Relationship of donors to donees).

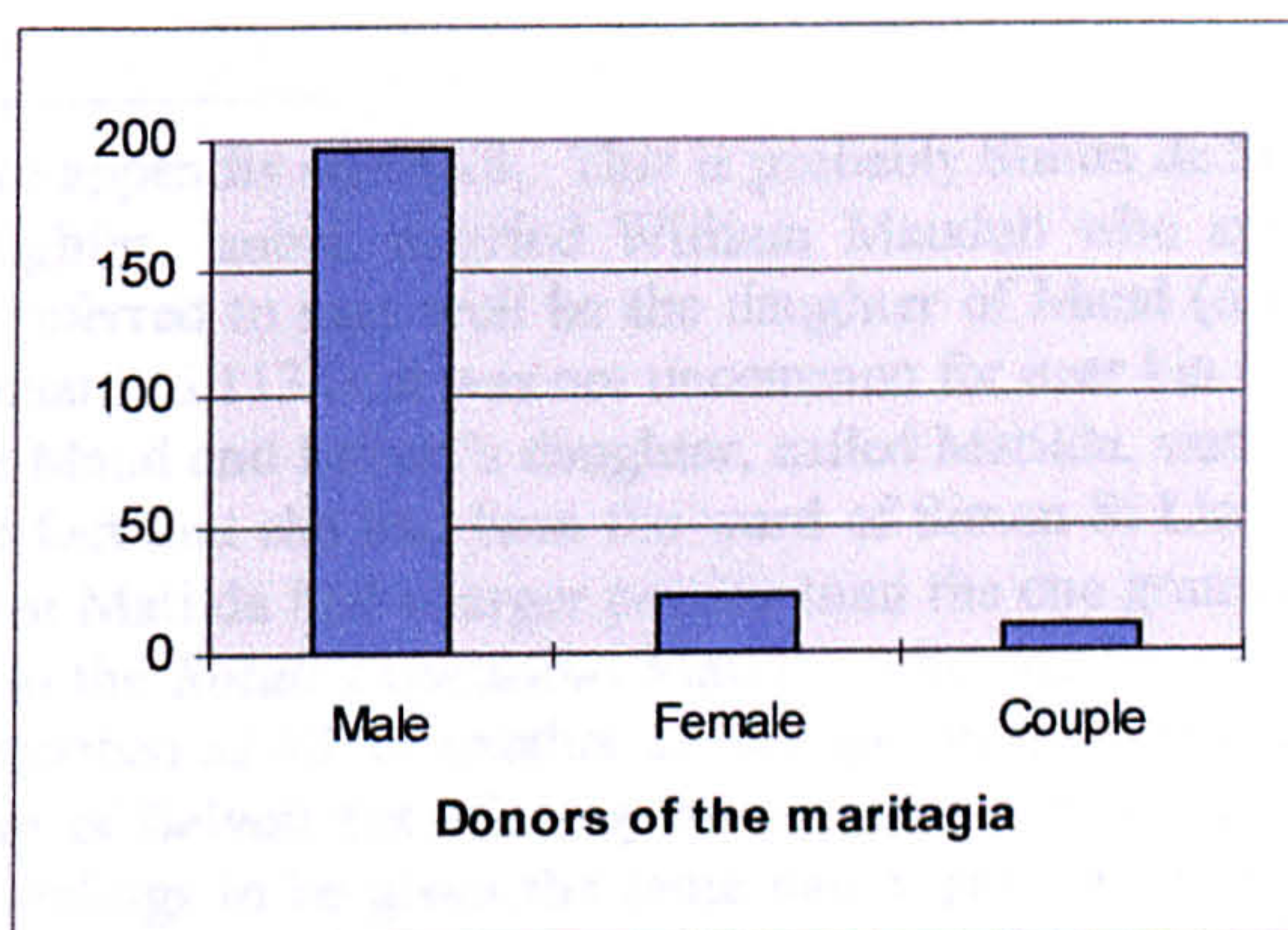


Figure 1: Donors in all *maritagia*

Brothers giving marriage portions may, or may not, have already inherited from their fathers; one *maritagium* of a virgate in Frampton (possibly Frampton Cotterell, Gloucs.) and a rent of twelve shillings per annum was granted by William de Bladis with his sister Matilda, and the grant was made with the assent and consent of their father.<sup>21</sup> Uncles of the bride appear in several cases donating land to their nieces in

<sup>19</sup> The first appearance of this phrase in the *maritagia* grants is in *E.Y.C.* vol.6 no. 147 (4 August 1174).

<sup>20</sup> See appendix two for more details of tables.

<sup>21</sup> *The Spillman Cartulary*, ed., C.E. Watson, Transactions of the Bristol and Gloucestershire Archaeological Society 61, (1939) no. 14g. See below for another such case.



marriage: in the twelfth century, for example, Earl Simon St Liz gave a marriage portion of ten librates of land in Exton (Rutland) to Robert son of Walter de Well with Matilda his niece.<sup>22</sup> Aunts appear in two charters, in one charter donating the land and in the other being only mentioned in the grant.<sup>23</sup> Another charter provides evidence for the gift of a marriage portion with an aunt: Reginald, earl of Cornwall, made a charter of confirmation for William Boterell of, amongst other items, the lands at Crackington and Beeny (Cornwall) which William's father, William, had received in *maritagium* with Reginald's aunt, Alice Corbet.<sup>24</sup> One other charter of similar form to the *maritagia*, c.1176, also noted the grant of what may be a marriage portion made by Baldwin Wake to Robert de Vere with Margaret, Baldwin's aunt: *Notum sit vobis me dedisse et concessisse Roberto de Vere cum Margareta avita mea totam villam meam de Trapestun cum pertinenciis suis.*<sup>25</sup> There are unusual features in this gift, however, which may be a confirmation of a grant rather than an initial donation.<sup>26</sup>

---

<sup>22</sup> PRO C146/1174. See appendix one no.3. This is probably Simon de St.Liz II, earl of Huntingdon (d.1153). Simon's daughter, Isabel, married William Mauduit who appears as a witness to this charter. The Matilda referred to may well be the daughter of Maud (d.1140), Simon's sister, who married Robert fitz Richard (d.1134); it was not uncommon for near kin to become guardians of their relatives. Furthermore Maud and Robert's daughter, called Matilda, was known as Matilda 'Seinliz' which may refer to the fact that she had been the ward of Simon St Liz; *Rotuli Dominabus* p.1 and p.63. If this was so then Matilda had a larger portion than the one granted here as the lands are not the same. According to the *Rotuli Dominabus* Matilda, who was between 40 and 50 years in 1185 (in one entry she is described as 40, in another as 50; ages in the *Rotuli* in any case are unreliable) was married to William of Belvoir but this may have been a second marriage. Alternatively it was also not unknown for siblings to be given the same name, particularly half or illegitimate siblings, which may account for the difference in spouse. Robert is probably the brother of William son of Walter de Well who received the sister of Gilbert de Gant in marriage; J. Green *The Aristocracy of Norman England* (Cambridge, 1997) p. 355.

<sup>23</sup>*The Cartulary of Daventry Priory*, ed., M.J. Franklin, Northamptonshire Record Society 35, (1988) no.823 and *Sibton Cart.* vol.3 no.596. Although aunts do not appear as donors in the charters except in these two cases they may have granted nieces land in other ways: Loretta, countess of Leicester, for example, donated her marriage portion of Tawstock manor to her niece on her retirement to a hermitage near Canterbury; Powicke, 'Loretta, Countess of Leicester' p. 262.

<sup>24</sup> Redvers no. 15b (1171/2x1175).

<sup>25</sup>Stenton, 'Facsimiles of Early Charters' p.86. Stenton notes that *avita* is an unusual form for *amita*. Possibly *amita* was reserved for patrilineal kin, or Margaret may only have been related to Baldwin's mother, Emma, through their mother and hence Margaret and Baldwin did not share a mutual male ancestor.

<sup>26</sup> In a charter also calendared by Stenton the manor had previously been donated to Margaret by her mother Aelina; Stenton, 'Facsimiles of Early Charters' p.85. Taken with the unusual nature of the gift, and the use of the word *avita* it may well denote that the descent of the land had been in debate between Margaret and Baldwin and this was a mutually acceptable settlement. Inherited land was not supposed to travel upwards between generations where homage had been received, as no man (or woman) could be lord and tenant.



Gifts could also be made by joint donation, and not only by a man and his wife. In a charter dating from the twelfth century two brothers, Ralph son of Ascelin and Joseph the priest, granted a joint marriage portion of a messuage to Christopher with their niece, Matilda, which had belonged to their sister Eve (who must have been Matilda's mother), and her husband Joseph.<sup>27</sup> In another later thirteenth-century charter siblings also appear to have banded together to make a joint grant to their sister's husband: John Ringstan, Walter Ringstan the Chaplain, Michael Ringstan, brothers, and Margery their sister, gave three acres of land, *in liberum maritagium Willelmo de Portesmuth burgensi Suth' cum Alicia sorore nostra*.<sup>28</sup> This latter is slightly puzzling as Margery should not have had a claim to land whilst her brothers were alive, perhaps the others were establishing their claim to the land.

Nor was the donor inevitably a relative of the woman, he (or theoretically she) could be a relative of groom: William le Westryn of Flintham granted six and a half acres of arable land, one acre of meadow, half a rood and four pieces of land in Flintham (Notts.), *Roberto filio meo et Alicie filie Galfridi Freman in liberum maritagium*.<sup>29</sup> Robert of Everley in the late-thirteenth century also granted his son, John, and Matilda daughter of John Neville, a messuage and appurtenances in Nafferton (E.R. Yorks) in free marriage.<sup>30</sup> Roger de Lacy gave Gilbert de Lacy ten and a half bovates of land and the third part of another half bovate with Agnes, daughter of John de Himerum.<sup>31</sup> Providing additional evidence in the early-thirteenth century Matilda, daughter of Michael de Valescines a London citizen, granted land to John her eldest son which, *Robertus Bruner pater dicti Arnaldi viri mei ipsi Arnaldo contulit quando me desponsavit*.<sup>32</sup> This land may be dower but it is not referred to as either type of grant and may equally well be a grant of a marriage portion.

---

<sup>27</sup> *Formulare Anglicanum* no. 146 (twelfth/thirteenth century). For other examples of uncles granting land to nieces see: P.R.O. E40/7029 William granting land to Robert with Agnes his niece; C146/3660, Richard to Ralph with Alice his niece;

<sup>28</sup> *St Denys* vol.1 no. 140 (thirteenth century probably 1260's).

<sup>29</sup> P.R.O. E40/5601. See appendix one no.8.

<sup>30</sup> *Percy Cart.* no. 510 (probably late -thirteenth century).

<sup>31</sup> *Book of Fees* vol.1 p.212.

<sup>32</sup> P.R.O. E40/2241 (pre 1237). The *Book of Fees* vol.1 notes that *Rogerus de Laci dedit Gilberto de Laci cum Agneta filia Johannis de Himerum in maritagio x bovatas terre et dimidiam et terciam partem dimidie bovate per xxs*: p.212.



Gifts could also be made by joint donation, and not only by a man and his wife. In a charter dating from the twelfth century two brothers, Ralph son of Ascelin and Joseph the priest, granted a joint marriage portion of a messuage to Christopher with their niece, Matilda, which had belonged to their sister Eve (who must have been Matilda's mother), and her husband Joseph.<sup>27</sup> In another later thirteenth-century charter siblings also appear to have banded together to make a joint grant to their sister's husband: John Ringstan, Walter Ringstan the Chaplain, Michael Ringstan, brothers, and Margery their sister, gave three acres of land, *in liberum maritagium Willelmo de Portesmuth burgensi Suth' cum Alicia sorore nostra*.<sup>28</sup> This latter is slightly puzzling as Margery should not have had a claim to land whilst her brothers were alive, perhaps the others were establishing their claim to the land.

Nor was the donor inevitably a relative of the woman, he (or theoretically she) could be a relative of groom: William le Westryn of Flintham granted six and a half acres of arable land, one acre of meadow, half a rood and four pieces of land in Flintham (Notts.), *Roberto filio meo et Alicie filie Galfridi Freman in liberum maritagium*.<sup>29</sup> Robert of Everley in the late-thirteenth century also granted his son, John, and Matilda daughter of John Neville, a messuage and appurtenances in Nafferton (E.R. Yorks) in free marriage.<sup>30</sup> Roger de Lacy gave Gilbert de Lacy ten and a half bovates of land and the third part of another half bovate with Agnes, daughter of John de Himerum.<sup>31</sup> Providing additional evidence in the early-thirteenth century Matilda, daughter of Michael de Valescines a London citizen, granted land to John her eldest son which, *Robertus Bruner pater dicti Arnaldi viri mei ipsi Arnaldo contulit quando me desponsavit*.<sup>32</sup> This land may be dower but it is not referred to as either type of grant and may equally well be a grant of a marriage portion.

---

<sup>27</sup> *Formulare Anglicanum* no. 146 (twelfth/thirteenth century). For other examples of uncles granting land to nieces see: P.R.O. E40/7029 William granting land to Robert with Agnes his niece; C146/3660, Richard to Ralph with Alice his niece;

<sup>28</sup> *St Denys* vol.1 no. 140 (thirteenth century probably 1260's).

<sup>29</sup> P.R.O. E40/5601. See appendix one no.8.

<sup>30</sup> *Percy Cart.* no. 510 (probably late -thirteenth century).

<sup>31</sup> *Book of Fees* vol.1 p.212.

<sup>32</sup> P.R.O. E40/2241 (pre 1237). The *Book of Fees* vol.1 notes that *Rogerus de Laci dedit Gilberto de Laci cum Agneta filia Johannis de Himerum in maritaggio x bovatas terre et dimidiam et terciam partem dimidie bovate per xxs*: p.212.

Richard del Broc of Chesham, noted, *ego Matilda filia Ricardi del Broc de Cestresham dedi et concessi et hac presenti carta mea confirmavi Waltero filio Johannis de Eversholt carpentario in liberum maritagium cum Roysia filia Hugonis ad Stratam de Cestresham.*<sup>37</sup> The fact that the charter also noted that the land had been given to Matilda in marriage by her father provides circumstantial evidence that Rohese was Matilda's daughter. At the end of the thirteenth century Walter son of Atherard the Painter (*pictoris*) of Coventry granted John son of William the Painter a parcel of land in Cheylesmore Lane, Coventry, in *maritagium* with Wymarkia daughter of Geoffrey the Girdler; about the same time Robert de Esscheby and Margery called la Leche, also of Coventry, gave a messuage in Spon St, Coventry, to Reginald son of Thomas and Margery daughter of Alice la Leche.<sup>38</sup> Here there may have been some form of guild provision on marriage but, much more plausibly, these were relatives following the same trade.<sup>39</sup>

In a very few charters the bride was a relative of the donor's wife rather than of the donor; the husband was still responsible for granting the gift but he was not related to either donee. These are sufficiently unusual to be mentioned in more detail. In the majority of these charters one of the donees is the step-daughter of the donor; this gift of marriage portions to step-children was not found in the twelfth century which we might perhaps expect to have been more flexible in donations, but can be found in the thirteenth century: for example, in the thirteenth century Richard, barber of Oxford gave land to Richard and Marion daughter of Basilia, *uxoris mee*, in *libero maritagio*.<sup>40</sup> In 1243 Adam de Harewell granted a marriage portion to William le Roir and took a more roundabout way to describe his stepdaughter Joanna, *que filia fuit Ade le Forestir aliquando viri Matilde uxoris mee*.<sup>41</sup> Perhaps Joanna was Matilda's step-daughter and Adam's step-step daughter. William Wythepype and

---

<sup>37</sup> P.R.O. C146/5698.

<sup>38</sup> *E.R.M.C.* no. 68 (c.1270); *E.R.M.C.* no. 500 (late 1280s/early 1290s).

<sup>39</sup> The fact of a kinship link between the Painters is reinforced by a charter of Alice, daughter of Geoffrey the Saddler, giving land at Broadgate and Cheylesmore which had been her marriage portion to Atherard the painter and Margery his wife, and to William son of John the painter and Christine his wife; *E.R.M.C.* no. 44 (late 1240's). The fact that this land was Alice's marriage portion strongly suggests that Margery and Christine were Alice's daughters and hence Walter and John would have been first cousins; if so this would be the only example of cousin grants of *maritagia* that I have located.

<sup>40</sup> *St Frideswide* vol.1 no. 588 (no given date).



Juliana his wife, granted one acre and one rood in 'Northwotton' (probably North Wootton, Norfolk), to Eustace son of Thomas with Matilda the daughter of Juliana in 1293.<sup>42</sup> Two charters, however, note a more unusual donation: around 1230 Norman son of Hamo granted three acres in Peasenhall (Suffolk) to Robert Snou of Dunwich, *in maritagium cum Beatrice nepte uxoris mee*.<sup>43</sup> Secondly in the reign of Henry III Wyard, parson of Karreu, gave one bovate there to Rhys *in liberum maritagium cum Elena alumpna mea*; here foster daughter may be a euphemism for natural daughter.<sup>44</sup>

The overwhelming number of male donors in these charters is hardly surprising given the limitations placed upon female property owners, and their subservience to male control in the middle ages.<sup>45</sup> Only three marriage charters survive from the twelfth century which noted the grant of land in marriage by a woman. The earliest of these charters, dated by its editor to the latter half of the century, recorded the gift made by Christina daughter of Reginald of a half virgate of land in West Haddon (Northants.), to Gilbert son of Richard with Godith, Christina's niece.<sup>46</sup> The grant was not, however, seemingly made out of generosity alone; Christina stated that the land was given not only for Gilbert's homage and service but *pro xl solidos quod in mea maxima necessitate dedit premanibus*. Furthermore Gilbert was not to have or hold the land from Christina herself, but *de Matilda sorore mea primogenita et de heredibus suis*. Was Matilda the mother of Godith, and was the settlement of service upon Matilda forced from Christina in return for a loan of money to an impoverished sibling? Some form of pressure, either financial or familial, certainly seems probable as Christina, despite her obvious need for cash, did not reserve the annual rent of two shillings to herself but granted it to her sister. This charter is also unusual as of the twenty-three surviving marriage grants made by women, only three in total were made with a woman who was not the daughter of the donor.<sup>47</sup>

---

<sup>41</sup> *St Denys* vol.1 no. 70 ( 5 July 1243).

<sup>42</sup> P.R.O. E40/3107.

<sup>43</sup> *Sibton Cart.* vol.3 no 596 (c.1230).

<sup>44</sup> P.R.O. E210/1015 (Henry III).

<sup>45</sup> For the legal rights of women see: R.M. Smith 'Women's Property Rights Under Customary Law: Some developments in the thirteenth and fourteenth centuries' in *T.R.H.S.* 5<sup>th</sup> series 36 (1986), 165-94.

<sup>46</sup> Franklin, *Cartulary of Daventry Priory* no. 823 (late-twelfth century).

<sup>47</sup> P.R.O. E40/6865 and C146/5698 being the remaining two charters.



The second charter, which is almost certainly twelfth or very early-thirteenth century, recorded the gift of one and a half hides of land in Barford St Michael (Oxon.), made by Dionisia de Chesney, widow of Hugh, to Warin de Plaiz with Alice, her daughter, almost certainly, though not explicitly, made in Dionisia's widowhood.<sup>48</sup> The third twelfth-century charter refers to a gift of *maritagium* of one virgate made by Letice, daughter of Gilbert de Hadenhale, in her widowhood, which land, *ego in manu mea tenui quando Nigellus Banastr' maritus meus obiit de qua ipse maritus meus Nigellus moriens me requiesiverit ut eam predictae Alicie filie nostre concederem.*<sup>49</sup> Indeed the majority of marital donations by women were made in their widowhood, with a daughter in marriage. Donations which specify that the donor is a widow are also apparent in the slightly more common thirteenth century or undated charters, for example at the start of the thirteenth century Golderon, daughter of Osbert of Hanworth, granted a half bovate in Morton (Notts.), *in viduitate mea* to Robert son of Swain of Kelham with her daughter, Cecilia.<sup>50</sup> In one charter from the reign of Henry III, Joanna who granted four acres in Barforth (Yorks.), to Geoffrey son of Benedict of Barforth with Isabella her daughter neglected to mention her marital status and was only described as Joanna daughter of Geoffrey Norays.<sup>51</sup> In 1285-86, however, an assize was summoned to ascertain if Ralph, Joanna's (previous) husband had been seised of the land; Geoffrey and Isabella then produced this charter as evidence of seisin only to find it queried on the grounds that if the charter was real it

---

<sup>48</sup> P.R.O. E40/7056 (1166x1204 according to various dates given by H.E. Salter) See appendix one no.1. See also H.E. Salter, 'The Chesney Family' Appendix One, *The Cartulary of the Abbey of Eynsham* vol.1, Oxford Historical Society 49, (1907). Hugh de Chesney died in 1166 and Alice, who was the niece of Robert de Chesney, bishop of Lincoln, remarried Robert de Eston in 1204. The surviving charter is one of three made on the same sheet and was probably collated as part of a legal suit or defence.

<sup>49</sup> *Haughmond Cart.* no. 507 (1182-1201)

<sup>50</sup> *Thurgarton* no. 99 (c.1212x34); Golderon also appears in other charters as Juliana. See also: *The Cartulary of Blyth Priory*, ed., R. Timpson, Historical Manuscripts Commission JP 17, (1973) no.84 (c.1240x1260) Beatrice daughter of Beatrice Parole grants a toft and a rent of twelve pence to Elias son of Hubert with Alice her daughter; *Cirencester Cart.* vol.3 no. 253 (probably mid-thirteenth century) Isabella widow of John Mag' to Henry son of Walter Dendon with Matilda her daughter; *Cirencester Cart.* vol. 3 no 616 (later-thirteenth century) Margery Comyn to Walter de Bissopsden with Juliana her daughter; *The Cartulary of Carisbrooke Priory*, ed., S.F. Hockey, Isle of Wight Records Series 2, (1981) no. 92, Cristina to Robert with Alice her daughter; *Pudsey Deeds* no. 325 (early Henry III) Eva, daughter of Brian de Berford, to William son of Geoffrey with Hawise her daughter; *Pudsey Deeds* no. 332 (Henry III) Joanna to Geoffrey with Isabella her daughter; *St Frideswide* vol.1 no.437 (c.1220x30) Matilda, widow of William Crompe, to Richard son of Henry with Juliana her daughter; P.R.O. E40/8558 Mahaut de Treedenec to Hervey the carpenter with Mabel her daughter.

<sup>51</sup> *Pudsey Deeds* no. 332 (Henry III).



must have been produced whilst Joanna was married to one Elias de Undreston. This illustrates the importance in a widow, or single woman, stating exactly how she held the land and how she was able to grant land in her charters, in order for the donation to avoid later legal challenges. Only one sister participated in the grant of a *maritagium* with her sister and this, as we have seen, was in a joint grant with her brothers.<sup>52</sup>

A further handful of charters noted the consent of the wife to the marriage grant made by her husband in the opening clause; three twelfth-century charters and six thirteenth-century charters.<sup>53</sup> In one early thirteenth-century charter the actual marriage portion was granted by a man, Walter son of Hugh, but the gift was made with the consent of his mother, Avicia.<sup>54</sup> The presence of the wife of a donor in charters, usually signifies that the land or rent donation was the property of the wife, either her dower, inheritance or marriage portion, although rarely noted as such.<sup>55</sup> The assent of the wife, unnecessary where she had no claim to land being given or sold, was needed to ensure that the alienation of land was valid even in her widowhood as we have seen that a widow was entitled to recover all her personal property including her assigned dower, that her husband had granted without her consent.<sup>56</sup> This fact casts new light on an early charter by Richard fitz Pons, described by its editor as being interesting mainly for its genealogical data.<sup>57</sup> In about 1127 notification was given by Richard to his men that, *ego Ricardus donavi Mathildi uxori mee in matrimonium Lechiam pro excambio Olingewiche que suum erat matrimonium.*<sup>58</sup> The latter manor of Ullingswick (Hereford), had been granted by

---

<sup>52</sup> *St Denys* vol.1 140 (1260s).

<sup>53</sup> *Glastonbury Cart.* vol.2 nos. 398 and 399 (both c.1180); *E.Y.C.* vol.5 no. 203 (c.1175x1210).

<sup>54</sup> *St Denys* vol.2 no.397 (before 25 August 1232).

<sup>55</sup> For example 'the only indication of what might have been Elizabeth's marriage portion or inheritance are documents which join her name with Matthew's. In a fine of 1281 Matthew and Elizabeth were joint defendants in Dalbury': Saltman, *The Kniveton Leiger*, p. viii. Similarly P.R.O. E40/11853 is a sale of land by Robert and Celest of one acre which they hold from Celest's father, for which Robert received eight shillings and Celest three shillings; E40/11847 records the gift of this acre to Robert with Celest in marriage. The appearance of women in charters of their husbands certainly denoted land to which they had a special claim in the French Pays de Coutumes: R. Hajdu, 'Noblewomen in the Pays de Coutumes, 1100-1300' in *Journal of Family History* 5 (1980), 122-44 at p. 127.

<sup>56</sup> For the status of widows see: The ability of widows to reclaim their lands will be discussed with relation to the marriage portion below in chapter eight.

<sup>57</sup> Round, *Ancient Charters* no.12.

<sup>58</sup> Leach, Gloucestershire and Ullingswick, Herefordshire.



Richard, with Matilda's consent, to Elias Giffard *in matrimonium [sic] cum filia mea Berta*. Richard plainly felt that it was necessary to replace Matilda's *maritagium*; the land here must have been perceived to be Matilda's land and her consent must therefore have been needed to secure a grant made from it in the event of Matilda surviving Richard and being in a position to reclaim her own lands. If Matilda had not been entitled to control her marriage portion during her widowhood there would have been little reason for Richard to replace any land taken from the *maritagium*, as their heir would have inherited all his father's property on his death.<sup>59</sup> William Pastural, a tenant of the abbot of Glastonbury, in a late twelfth-century charter gave one messuage in Glastonbury to Walter Porter of Glastonbury with his daughter Gillian with the assent and favour of his wife Eve in return for an annual rent of twelve pence, payable to the abbot of Glastonbury.<sup>60</sup> The charter also stated that in addition to this land, the donor granted two acres of land and one acre of meadow in Edgarley free from all service. It may well be that the distinction between the messuage held from the abbot of Glastonbury and the land in Edgarley signified that the latter portion was Eve's property although not explicitly mentioned as such; the former was certainly the property of William which he had bought from Harvey the Marshal.

Joint grants by husband and wife, rather than with the wife's consent were also made with a daughter in marriage and again similarly suggest that the land involved was the property of the wife.<sup>61</sup> For example, c.1195-1205, Bertram the Chamberlain and his wife Mabel daughter of William Fleming made a grant to William son of Bernard with Alice their daughter of three bovates in Great Meols (Cheshire). This land, although not mentioned as such in the charter, was actually that land granted upon Mabel's

---

<sup>59</sup> Round stated that 'Simon's [the heir of Richard and Matilda] consent, of course, was needed to Leach being thus settled, as it would otherwise have descended to him immediately on his father's death'; *Ancient Charters* p.23. My point is that a gift *in maritagium* would have been subject to its own rules regardless of when, where, or who, donated it. Simon's consent was necessary because the gift had the potential to diminish his patrimony for the lifetime of his mother, or beyond should she then re-grant the land.

<sup>60</sup> *Glastonbury Cart.* vol.2 no. 398 (c.1180).

<sup>61</sup> See for example: P.R.O. E40/3107, William Wythepype and Juliana his wife; C146/3032, Sager de Feryngge and Eustacia; C146/3646, Hugh son of Hugh and Emma; E40/11662 (32 Edward I), Simon de Thornhull and Margery; E40/11681 (Henry III) Ernald de Godrunelane, London, and Matilda daughter of Michael de Valescines; C146/5067, Simon Lynne and Agnes his wife.



marriage to Bertram by Earl Hugh II of Chester.<sup>62</sup> In one of these charters, mentioned above, the joint grant was made to the daughter of the wife, not the husband.

Although comparatively scarce compared with donations made solely by a man, or even by a woman, grants of any type made with the assent of the wife of the donor are by no means uncommon in this period, nor in the thirteenth century, primarily due to the need to protect the grant from any later claims by the widow. The consent of the heir to grants made by a man, however, is generally far more unusual and has been linked to the ability of men to alienate their land freely and the heritability of that land.<sup>63</sup> It was the custom in the eleventh and twelfth centuries to record the consent of the heirs to a gift in a form known as the *laudatio parentum* but this practice was in decline by 1100 in France, and in England mention of the heirs' consent largely disappears from charters from the second half of the twelfth century.<sup>64</sup> It is interesting therefore to note that eleven of the *maritagia* charters in total recorded the consent of an heir to the donation, and these eleven spanned the twelfth and thirteenth centuries when the heir's consent was dying out.<sup>65</sup> One gift of a *maritagia* was given jointly by a husband and wife, William Hose and Letice, but the consent of Letice's heir William to the grant was also noted; Letice had also previously given land there in her widowhood to her daughter Alice.<sup>66</sup> In addition one charter which does not include the wife's consent but does note that of the heir.<sup>67</sup> One charter was even more unusual, as we have seen William de Bladis granted his sister a marriage portion with the assent of his father, a twist on the normal theme.<sup>68</sup>

One of the most interesting of these charters is that of William Pasturel, the tenant of Glastonbury Abbey mentioned above, which recorded the consent of (presumably) all his sons, Matthew, William, Alexander and Richard; the other charters mention only

---

<sup>62</sup> *Early Cheshire Charters* no. 17. Mabel's marriage grant can be found in Ryland charters no. 1274.

<sup>63</sup> For a fuller discussion see chapter seven.

<sup>64</sup> J. Hudson, *Land, Law and Lordship in Anglo-Norman England* (Oxford, 1994) p. 204.

<sup>65</sup> All but one of the charters which record the consent of the wife also include the consent of the heir/s; the exception is *St Denys* vol.1 no.219 (28 October 1267x 27 October 1288).

<sup>66</sup> *Haughmond Cart.* no.508 (c.1200); see no.507 for the prior grant.

<sup>67</sup> *Percy Cart.* no. 435 (undated).

<sup>68</sup> Watson, *Spillman Cartulary* 14g (1240x55).

the consent of one heir. A charter of Matthew Pasturel, the eldest son of William, is also registered in the same cartulary; this recorded Matthew's separate confirmation of the grant to his sister, including the consent of his wife and his brothers mentioned above, but which also included a grant of more land.<sup>69</sup> This suggests that the presence of family members in some charters could be sign of family affection, rather than merely being connected with the heritability or reversion of lands. To further bear this out around the turn of the thirteenth century Anketil son of Robert and his brother John each granted a *maritagium* to a certain Eustace with their sister Agnes. Anketil granted nine acres and John gave his land of 'Pirihou'.<sup>70</sup> Similarly Simon son of Simon Bertulmeu and Robert, his brother, separately granted land to Simon son of Hugh as a marriage portion with their sister Alice. Simon granted the couple two half acres in Hatton and Robert granted them one rood there.<sup>71</sup> It is also worth noting that the confirmations of male heirs in these charters signifies that marriage portions were given to women who were not expected to inherit land as heiresses, as does the granting of marriage portions by brothers.<sup>72</sup>

The majority of the donors were therefore male relatives of the bride. Of these the majority were the fathers of the bride (or groom), then followed by the brothers of the bride, with a much smaller percentage of men to be found donating land to a niece or step-daughter. Women can be found granting land in marriage, overwhelming during their widowhood with their daughters. Another small fraction of donors granted land to donees who cannot be demonstrated to be relatives but this is very unusual and may be due to an omission by the scribe. These donors - fathers, mothers, brothers and uncles - I would suggest, formed the limits of the practical family in terms of social bonds and working relationships and has implications for the study of the family. Uncles (discounting the suspicion that some 'uncles' may in fact be the father of the bride, particularly in clerical charters), and aunts, in two cases, seem to have formed the limits of the family in terms of a willingness to donate marital gifts, with the majority of the donors falling within the 'nuclear family' structure. No cousins were specifically noted as granting *maritagia* which suggests cousin relationships

<sup>69</sup> *Glastonbury Cart.* vol. 2 no. 399.

<sup>70</sup> Todd, *Lanercost Cartulary* no.115 (John) and no.112 (Anketil). Both are dated 1185x1210.

<sup>71</sup> P.R.O. E40/6392 (Simon) and E40/11179 (Robert).



were not particularly strong in the twelfth and thirteenth centuries in at least this regard

#### 5.4: The Dispositio

The main clause of the charters is that containing the disposition of the gift. It is this disposition clause that includes the phrase *maritagium*, although the location of this word or phrase is not standardised throughout the charters. In the majority of charters this clause takes the form that A (the donor - male or female) granted a specified amount of land to X (the groom) *cum* Y (the bride) *in maritagium*: for example the charter of Humphrey de Veilli, ... *ego Hunfridus de Villi dedi et concessi et hac presente carta mea confirmavi Hugoni filio Walteri in liberum maritagium cum sorore mea Roais ...* provides a typical dispositive clause (see Figure 3:Recipients of the *maritagia*).<sup>73</sup> The woman involved in the marriage portion is nearly always named in the charter and given some form of identifying tag such as *sorore mea* or *filia mea*. As we have seen the relative of the donor did not have to be female, nor did the donee have to be a relative of the donor. In one charter Richard de la Cornere granted a messuage with a croft in Solihull in free marriage to one Juliana daughter of Edith le Walkere, which land Richard had bought (*emi*) from William, lord of the fee.<sup>74</sup> Reading further into the charter, however, it becomes clear that the donee is in fact the bride of the donor as the charter specified that Juliana was to hold the land, *sibi et heredibus suis de corpore meo*.

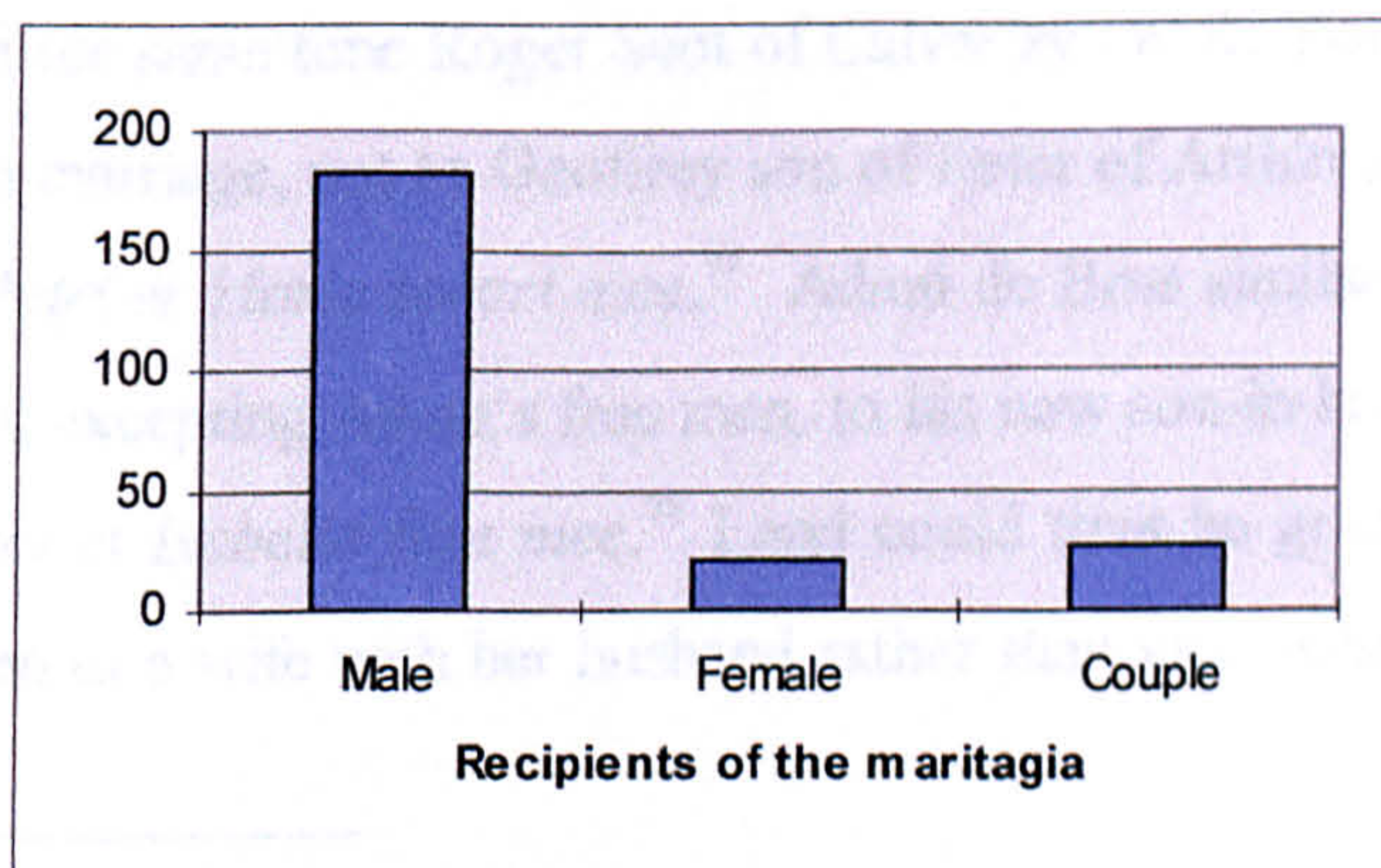


Figure 3:Recipients of the *maritagia*

<sup>72</sup> This will be discussed in more detail in chapter eight.

<sup>73</sup> *E.Y.C.* vol.3 no 1585 (1180x95).

<sup>74</sup> P.R.O. C146/2560. See appendix one no.5. This is unprecedented, however, and I feel is not a true representation of the gift of the marriage portion in general.



The style of the majority of the dispositive clauses in the charters, from a man to a man with a woman in marriage, might lead one to conclude that the grant of marriage land was from the bride's family to the groom, bypassing the bride who served merely as the agent of the transaction. As we have seen, however, from the legal evidence a woman had more than a passing interest in her *maritagium* land. Indeed this wording, whilst being utilised in the majority of the charters, was not the only form that the disposition clause could take. The charters with a slightly different form of disposition are more common in the twelfth century, which would be expected if the charter language was becoming formalised only in this period, but also exist in the thirteenth century. These charters illustrate that, even if the intention of the *maritagia* were to give seisin to the husband, not all marriage portions bypassed the woman in this fashion. The first group of such charters have disposition clauses which gave the *maritagium* as a joint grant. In one of the earliest *maritagia* grants, dating from the early-twelfth century, the charter of the Yorkshire landowner Robert de Brus granting the manor of Elwick-in-Hartness (Durham), stated: *hoc est maritagium quod Robertus de Brus dedit Agathe filie sue in liberali maritagio quando eam Radulpho Ribaldi filio dedit.*<sup>75</sup> Roger, son of Richard Touche similarly confirmed his donation of the manor of Over Shitlington, made in the late-twelfth century to his daughter with her husband: *Rogerus filius Ricardi Touche militis dedi, concessi et hac presenti carta mea confirmavi Matilde filie mee in liberum maritagium cum Rogero de Birkyn.*<sup>76</sup> About the same time Roger Scot of Calverley (W.R. Yorks.), granted half a carucate there in marriage, not to Geoffrey son of Peter of Arthington *cum* Marie but, *Gaufrido filio Petri et Marie sorori mee.*<sup>77</sup> Adam de Brus similarly granted the ville of Kirklevington, excepting Adam's free men, to his new son-in-law and his daughter: *Henrico de Perci et Isabelle filie mee.*<sup>78</sup> Land could thus be granted to a couple in marriage, or even to a wife with her husband rather than vice versa.<sup>79</sup> The thirteenth

<sup>75</sup> E.Y.C. vol.2 no 650 (1125x35).

<sup>76</sup> E.Y.C. vol.3 no. 1748 (1189x90)

<sup>77</sup> E.Y.C. 3 no. 1654 (1190-c.1205). One Godard similarly gave land to Alan and Lucy, E40/3487. John of Coventry gave a marriage portion to John and Agnes, his sister; C146/224.

<sup>78</sup> *Percy Cart.* no. 435 (Pre 1196).

<sup>79</sup> See also: P.R.O. E326/376 Thomas vicar of Belton to Geoffrey son of Robert Sallowe and to Felicia his wife. Land could also be donated to a couple with no reference to marriage, and again the land would often be held jointly (under the control of the husband whilst alive) and the surviving partner would be in seisin of the land during the remainder of their life. For example: *Sciant presentes et futuri quod ego Matheus de Knyveton' dedi concessi et hac presenti carta mea*



century also saw donations made to a husband and his wife, as indeed did the fourteenth century, and it is clear that although this practice was uncommon a significant minority chose to record their grants in this fashion.

In addition a number of dispositive clauses did not note the presence of a husband at all, instead the donors granted land solely to a female donee. Again this practice can be found from the later-twelfth century: Stephen, rector of Thorner, granted his daughter, Agatha, a carucate of land in Arthington (W.R. Yorks) in *liberum maritagium*; Adam son of Ori granted a messuage in Glastonbury to Christine his daughter, *ad se maritandam*.<sup>80</sup> Letice, daughter of Gilbert de Hadenhale, in her widowhood also granted a virgate of land to Alice her daughter *ad se maritandam*.<sup>81</sup> In these examples the charter refers to a gift made to the daughter alone, but when Adam de Grefholme granted Christina daughter of Henry the Dyer land for her marriage to Adam son of Gilbert in the mid-thirteenth century he did so, *ad se maritandam Ade filio Gilberti*.<sup>82</sup> Land could thus be granted to a woman for a marriage which, presumably, was yet to be arranged. There may have been a difference in circumstances between land given *ad se maritandam* and land given in free marriage; however when Fulk de Hottot granted his youngest daughter, Isabella, a rent worth one mark he did so *in libero maritagio ad se maritandam*.<sup>83</sup> In the 1170's Reginald, earl of Cornwall, had given his sister, Rohais de Pomeroy, the manor of Roseworthy (Cornwall), in *liberum maritagium* alone with no mention of it being given *ad se maritandam*; similarly in the mid-thirteenth century William son of William Richer granted ten acres in Tolleshunt d'Arcy, (Essex), to his daughter Cecily *in liberum maritagium*.<sup>84</sup> Again it is clear that a marriage portion could be granted to a woman alone, without any reference to her husband, indeed at the time of the gift

---

*confirmavi Henrico filio et heredi meo et Isabelle filie Nicholai Meverel de Gayton totum manerium meum... Tenendum et habendum de me et heredibus meis predictis Henrico et Isabelle et heredibus de predicta Isabella per predictum Henricum procreatis libere...Et si contingat predictum Henricum sine herede de corpore suo de predicta Isabella procreato in fata decedere, predicta Isabella teneat totum predictum manerium cum pertinenciis in tota vita sua; Saltman, *The Kniveton Leiger*, no. 125.*

<sup>80</sup> E.Y.C. vol.6, no.147 (1174); *Glastonbury Cart.* vol.2 no.432 (1195).

<sup>81</sup> *Haughmond Cart.* no. 507 (1182x1201).

<sup>82</sup> *Furness* vol 2 part 1 p.103 (c.1240).

<sup>83</sup> P.R.O. E326/4016.

<sup>84</sup> Redvers, no. 15a (1170x75); Gervers, *Cartulary of the Knights of St John, Secunda Camera* no.55 (c.1240x12550. See also P.R.O. E40/9750 (undated); William to Isolda his daughter *in libero maritagio*; Gervers, *Cartulary of the Knights of St John, Prima Camera* no. 80 (c.1246) and no.81.

the donee may not even be planning an immediate marriage. In the charter previously mentioned Letice daughter of Gilbert de Hadenhale had given her daughter a virgate in Haston (Salop) for her marriage but a later charter registered in the same cartulary shows the same Letice, now with a husband, William Hose, granting more land this time to one Roger son of Peter with Alice her daughter.<sup>85</sup>

The charters could therefore take a number of forms; they were not exclusively gifts made to the husband but could be donations to husband and wife, or to a woman who may not even have been of a marriageable age, or for whom no marriage had yet been arranged. Such charters are a further indication that the marriage portion was not the sole province of the husband to do with as he pleased.

### 5.5: Entailing the land

Many of the twelfth-century charters did not place any constraints on the descent of the *maritagium*; those which did generally noted that the land should be held by the donee and his heirs. In the thirteenth century the majority of the *maritagia* had come to contain some form of entail on the grant; again this applied equally to the charters of both greater and lesser tenants. There are several possibilities for the appearance of the entail in the charters: the most plausible of these is concern by the donor that the land should only be inherited by his direct descendants not by the children of another marriage. The entail also reflect the increasing desire that the grant should actually be passed on to the heirs. This concern was reflected, in the later-thirteenth century, in the statute known as *De Donis* which attempted to ensure that the marriage portion either passed to the heirs of the donees or reverted to the donors. The entail was most commonly positioned in the clause which either began or contained the phrase *habendum et tenendum* which specified how the donee held the land from the donor and his heirs, and which heirs could inherit the land, and was generally located towards the end of the charter. Incidentally it would appear that the heir to the land could be either male or female, only one charter stated that the heirs

---

<sup>85</sup> *Haughmond Cart.* nos.507 (1182x1201) and 508 (c.1200)



should be *pueri*.<sup>86</sup> An entail could also be located in the disposition: a charter of the Lincolnshire tenant Fulk de Oyry made at the beginning of the thirteenth century, for instance, granted the *maritagium* to Robert Constable with his daughter Ela, *illi scilicet et heredibus suis qui de exhibunt de predicta Ela filia mea*.<sup>87</sup> In this charter the later *habendum et tenendum* clause only noted that heirs who were to hold would be Robert's.

Although the majority of the twelfth-century charters did not entail the gift, those charters which granted land to a couple, or to a woman alone, did do so. In the case of a gift to a man and woman the suggestion of the dispositive clause, that the land was intended to be a joint gift, or a gift to the woman, is borne out by the entail clause. For instance Geoffrey son of Peter of Arthington and Maria, *et heredibus suis* were to hold the land in perpetuity. In contrast Adam de Brus's charter was worded so that Henry de Percy's heirs by Isabella were to inherit. The *maritagium* granted by Roger son of Richard Touche, was to go only to *Matilde et rectis heredibus ipsius Matilde*, so that despite the *maritagium* being granted to Matilda on her marriage to Roger, only her heirs, who may, or may not, have been his heirs were to inherit. As we have seen from the legal evidence this ability of donors to entail the land on a specific heir was upheld at law. Similarly those grants made solely to women for their marriage were entailed to her heirs; the undated, probably thirteenth-century, charter for example, made by Fulk de Hottot to his younger daughter Isabella, noted, *habendum et tenendum dicte Ysabelle et heredibus suis de corpore suo exeuntibus*.<sup>88</sup> Even Christina daughter of Henry, who had been given land for marriage to Henry the Dyer was granted land, *sibi et heredibus suis*.<sup>89</sup> This suggests that, if land granted *ad se maritandam* had indeed come to signify only a life tenancy for the donor by the time of Bracton as is suggested by that work, donors nevertheless intended that form

---

<sup>86</sup> Roger son of Robert of Sprotton specified that his grant in marriage was to be held *sibi et pueris inter ipsos procreatis*: P.R.O. E40/8869 (undated). In contrast *Thurgarton* no.25, whilst not strictly a marriage grant entailed the land, *heredibus suis filiis aut filiabus*.

<sup>87</sup> K. Major, *The D'Oyrys of South Lincolnshire, Norfolk and Holderness 1130-1275* (Lincoln, 1984) appendix II no. 1 (c 1200-1204). Ralph to Henry with Matilda his sister *et heredibus suis quos de ea generint*; E40/11379.

<sup>88</sup> P.R.O. E326/4016.

<sup>89</sup> The warranty clause specified *Ade et Cristiane et eorum heredibus*.

of grant to be heritable and took steps to ensure that it was so by inserting this clause into the charters.

The *habendum et tenendum* clauses can also be amongst the most revealing of the clauses in the charters: for example it was the entail in the charter of Richard de la Cornere, mentioned above, which revealed that the donor and donee were actually man and wife. Another entail which also serves to shed light on the purpose of the donor was contained in the charter of John the Chaplain who granted his niece, Letice, a messuage, meadow and lands in free marriage with no mention of any husband.<sup>90</sup> This was land which John had bought from John de Graffenton and the charter then noted that the *maritagium* was entailed to *Letice et heredibus suis de se et de prenominato Johanne [the vendor] procreatis*. In other words John had bought land from his niece's fiancé and granted it to her as a marriage portion.

Furthermore, in the majority of all charters, even those where the gift, from the disposition, would appear to be a straightforward grant to a man, the entail actually specified that the land was only to be inherited by the donee and his heirs by the woman mentioned in the charter (see Figure 4:Entail on the *maritagia*). This form of entail became increasingly common from the twelfth century until it became the dominant form in the thirteenth-century charters, replacing the previously common entail on the male donee and his heirs alone. Typical forms of this entail are: *ei et suis heredibus de ista Amfelise exhibunt;*<sup>91</sup> *Hugoni et heredibus suis quos de ipsa Roais sorore mea habuerit;*<sup>92</sup> *illi et heredibus suis, siquos heredes de uxore sibi deponsata habuerit;*<sup>93</sup> or *heredibus suis ex predicta filia mea procreatis.*<sup>94</sup>

In addition the entails of two charters specifically noted that the land was to be held by the heirs of the woman either of the marriage for which the portion had been granted or by a later marriage. In the early to mid-thirteenth century the marriage

<sup>90</sup> P.R.O. E40/5832 (undated). See appendix one no.6.

<sup>91</sup> *E.Y.C.* vol.5 no. 262 (c.1175). Similarly *E.Y.C.* vol.5 no.203 (c.1175x1201); Timpson, *Cartulary of Blyth Priory* no. 84), *sibi et suis heredibus de ipso et dicta Alicia*.

<sup>92</sup> *E.Y.C.* vol.3 no.1585(1180x95). See *E.Y.C.* vol.11 no. 134; *Formulare Anglicanum* no. 145.

<sup>93</sup> *Redvers* no. 81.

<sup>94</sup> *E.Y.C.* vol.11 no.202 (?c.1155x65); *Thurgarton* no. 99 (c.1212x34), *sibi et heredibus suis de Cecilia filia mea generatis*.



portion of rents in Cirencester and various parcels of land and pasture granted by Richard de Aqua to Humphrey de la Barre with his daughter Alice was given with the condition that, *si eciam contingat quod predicta Alicia post decessum dicti Hunfridi alium virum habuerit qui de eadem Alicia heredes genuerit, omnia predicta heredibus ipsius Alicie...imperpetuum remanebunt*.<sup>95</sup> Margery Comyn, the donor of her daughter's *maritagium* of two virgates in Salperton (Gloucs.), and pasture in her demesne for two oxen and a horse, also seems to have had a similar idea: she noted in her charter that, *si ita contingat quod predicta Juliana decesserit sine herede de legitimo sponso suo genito tota...revertetur michi*; although the gift was worded from Juliana's mother, Margery, to Walter with Juliana the implication of the clause is that the land was for Juliana and her heirs regardless of the father.<sup>96</sup> Again these entails place their emphasis on the fact that the heirs should be blood descendants of the donor.

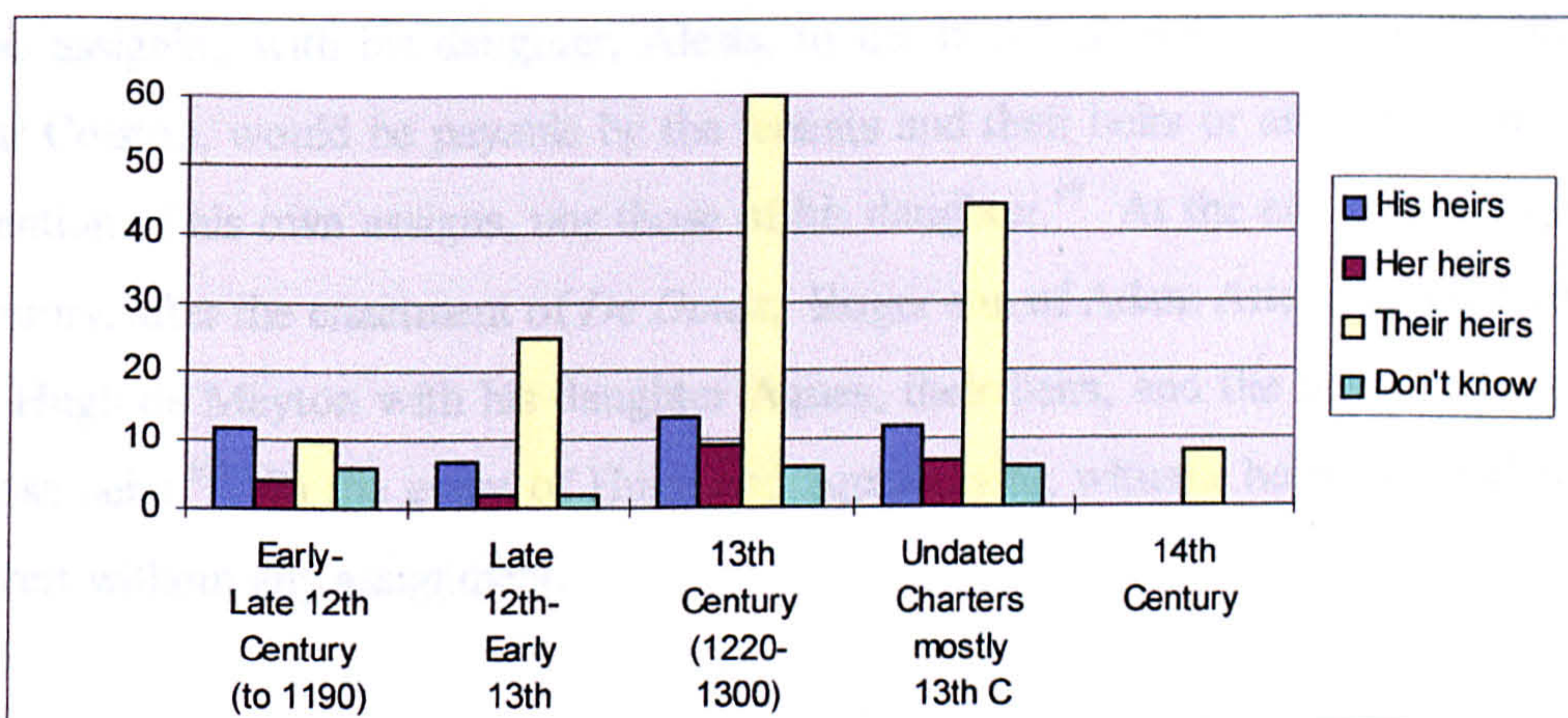


Figure 4: Entail on the *maritagia*

The donors' concern that the land granted in the marriage portion be inherited by blood relatives is also the most likely explanation for the striking lack of provision for assignment of the land in the charters. Assignment, the ability of the tenant to dispose of land to non relatives, was apparently first instituted for 'the provision of bastards', according to Bracton, but had become a common feature in charters by the thirteenth century. The *maritagia*, however, are overwhelmingly entailed only on the couple

<sup>95</sup> *Cirencester Cart.* vol. 3 no. 215 (1220x50).

<sup>96</sup> *Cirencester Cart.* vol. 3 no 616 (late-thirteenth century).



and their blood heirs without mention of assignment: only seventeen out of the total of 234, that is seven percent, entail the marriage portion to the donees, their heirs or assigns.<sup>97</sup> Of these just under half are dated and come from the latter half of the thirteenth century or early-fourteenth century which suggests that remaining nine charters also come from this later period. In other words it is likely that assignment of the *maritagia* only became incorporated into charter language (and only into a very few at that), in the decades immediately prior to the enactment of the statute *De Donis* and the changes this brought. Furthermore a number of charters note that the marriage land granted is to be held from the donor, his or her heirs or assigns, but only by the donees and their heirs legitimately procreated not their assigns: for example in his confirmation of his father's charter in the early thirteenth century, Robert son of Robert of Fiskarton ensured that only Ivo's heirs by Beatrice his sister, could inherit; if they died childless, however, then the land would revert to Robert's heirs or assigns.<sup>98</sup> In a charter of c.1250-82 Robert de Burstall noted that the rent he was assigning with his daughter, Alesia, to her husband, William son of William of Car Colston, would be payable by the tenants and their heirs or assigns but made no mention of his own assigns, nor those of his daughter.<sup>99</sup> At the end of the thirteenth century, after the enactment of *De Donis*, Roger son of Adam Attegrene granted land to Hugh de Meyton with his daughter Agnes, their heirs, and the heirs or assigns of those heirs.<sup>100</sup> In the event of Hugh and Agnes dying without heirs the land was to revert without any assignment.

The *habendum et tenendum* clause thus provides us with further insight into the intentions of the donors. The marriage portion was intended to make provision for the children of the marriage, the grandchildren of the donors, whilst providing for the couple in their lifetime and it was this that the donors wanted protecting by *De Donis*.

---

<sup>97</sup> Saltman, *The Kniveton Leger* no.253 (c. 1280); *St Frideswide* no.672 (c.1330); *Oseney Cart.* vol.1 no.127 (c. 1250); *E.R.M.C.* no.643 (c.1290-97); P.R.O. E40/ 270 (14thC); P.R.O. C146/1732 (undated); P.R.O. E40/3107 (1293); P.R.O. C146/224 (undated); P.R.O. E210/672 (undated); P.R.O. E40/6392 (undated); P.R.O. E40/11179 (undated); P.R.O. E40/11347 (undated); P.R.O. E40/11847 (undated); P.R.O. E40/11662 (1304-5); P.R.O. C146/5368 (undated); P.R.O. C146/5698 (undated); C146/5719 (c. 1294)

<sup>98</sup> *Thurgarton* 96 (early-mid-thirteenth century).

<sup>99</sup> *Thurgarton* 122 (1250x82). The Burstall family held one third of a knight's fee from the Archbishop of York in Nottinghamshire. William son of William of Car Colston held a half fee in that place; *Thurgarton* pp.cxxi-cxxiv.



Whether the fact that the *maritagium* was accounted the woman's land was a deliberate or accidental result of the grant of the *maritagium* is impossible to state. Assignment was resisted by the donors of *maritagia* because assignment of land outside the family defeated the purpose of the grant. This is not, however, to say that the clause was honoured, and that no marriage portion was ever sold or assigned (later chapters will illustrate this point) but the majority of donors hoped that their gift would be inalienable. Even before the entail was formally incorporated into law donors were attempting to limit the alienation of their gift in an attempt to ensure that the land remained within the kin. The gift of the marriage portion, and the 1285 statute *De Donis* itself, can thus be seen within the context of friction between the desire to keep property intact within the family, and the wish by individuals to alienate their property in response to their own needs or desires.

### 5.6: Reversion Clauses

Clauses specifically stating that the land should revert to the donor or his heirs in the event of the donees dying without children appear in only a handful of the charters from both the twelfth and the thirteenth centuries. One explanation for this clause may be a simple statistical anomaly, many of the charters come from the Coventry area and this may be a scribal peculiarity to this area tilting the statistics due to the survival of a larger number of charters from late-thirteenth-century Coventry. Alternatively there may be a connection with borough custom as many do seem to refer to property held in a town or city although no surviving evidence suggests this. They took a number of slightly different forms which may be explained by differing circumstances but the most common form was: *si ita contingat quod predicta [woman] absque herede corporis sui obierit predictae acre terre cum predicto tofto ... remanebunt quietas michi et heredibus meis sine contradictione.*<sup>101</sup> The reversion clause in nearly all the charters which contain it thus hinged on the death of the bride without children regardless of how the *dispositio* was worded. Indeed Robert of Everley who granted a marriage portion to his son and wife in the late-thirteenth

---

<sup>100</sup> *E.R.M.C.* no.643 (c.1290x97).

century, gave the land with the reservation that, *si sine herede inter eosdem legitime procreato obierint, post mortem dicte Matilldis ...michi ...revertatur*; in other words Matilda was entitled to enjoy the gift of her father-in-law in her widowhood.<sup>102</sup> This again suggests that the primary function of the marriage gift was to provide for the family newly created by the marriage, rather than for the husband's benefit alone.<sup>103</sup>

It would appear from the Coronation Charter of Henry I that a widow who had not born children was, unlike a childless widower, entitled to full seisin of her *maritagium* although only two charters specifically referred to this scenario. In a twelfth-century charter Earl Simon St Liz stated that if his niece, Matilda, survived her husband, Robert son of Walter de Well, but had no children by him, only half of the land given to Robert at the time of the wedding was to remain with Matilda as her *liberum maritagium*; the other half was to go to Robert's heirs (although they were liable for the performance of the service, not Matilda).<sup>104</sup> If Matilda died before she had children by Robert, however, her half was to revert immediately to the donor or his heirs. Only if Robert and Matilda had an heir would the entire grant remain to them. At the end of the thirteenth century Henry the Clerk, brother of Alice stated that if Stephen the Marshal, the donee, was to die without heirs legitimately begotten between him and Alice then the various pieces of land in Coventry which had been granted as *maritagium* should remain with Alice as long as she lived, then revert to the rightful heirs.<sup>105</sup>

---

<sup>101</sup> Taken from *The Chartulary of the Augustinian Priory of St John the Evangelist of the Park of Healaugh*, ed., J.S. Purvis, Yorkshire Archaeological Society Record Series 92, (1936) p. 98 (undated). This was picked at random as a typical example.

<sup>102</sup> *Percy Cart.* no.510 (probably late-thirteenth century).

<sup>103</sup> The two exceptions are the charter of Fulk d'Oyry (c. 1200x1204) which reads, *si quod absit forte contingerit quod predictus Robertus Constabularius moriatur et heredes suos qui exerient de predicta Ela similiter moriantur*; Major, *The D'Oyrys* appendix no.1.; and the charter of Roger son of Robert de Sprotton which noted that if Edmund de Watforde died without sons of Emma, the daughter of the donor, then the land would revert to the donor and his heirs; P.R.O. E40/8869 (undated).

<sup>104</sup> P.R.O. C146/1174. *Ita quod si dictus Robertus premoriatur antequam de predicta M uxore sua heredem suscipiat medietas predicti tenementi remaneat predictae M ut liberum maritagium.*

<sup>105</sup> *E.R.M.C.* no.74 (early 1290's). We see Stephen the Marshal, who appears to be the same man, return lands to Robert in le Hurne which Robert had given him in *maritagium* with Alice; *E.R.M.C.* no.491 (6 May 1296). Stephen may therefore have received lands from both Robert and Henry or perhaps Henry had merely confirmed the grant.



By the mid-thirteenth century, however, the ability of a childless widow to control, and more pertinently, to alienate her land thus denying the reversion of lands to the donor, had apparently become a contentious issue. The 1258 document known as the Petition of the Barons, a list of grievances, contained a complaint specifically against this:

The barons pray remedy concerning the alienation of *maritagia* in such cases as this: If one give a carucate of land with his daughter or sister in marriage to have and to hold to them and the heirs issuing of the said daughter or sister in such wise that if the said daughter or sister die without heir of her body the land shall wholly revert to the donor or his heirs, although the said gift is not absolute but conditional, yet women after the death of their husbands give or sell the said *maritagium* during their widowhood and make feoffments thereof at their will although they have no heirs of their body, nor have such feoffments so far been in any way revocable (by the donor). Wherefore the barons pray remedy that out of the equity of the law there be provided a remedy to recall such feoffments by reason of the said condition either by a writ of entry or in some other competent manner and that in such cases there should be judgement for the demandant.<sup>106</sup>

This complaint, which implied that the *maritagium* should be treated as a life estate only like a widow's dower, can again be traced to the conflict between the wishes of donors to control the descent of lands and the desire of donees to freely alienate lands ✓ apparent in the growth of the entail and lack of provision for assignment.

In the remaining charters it is far easier to examine the rationale behind the reversion clause. Some merely specified the heir to whom the land was to revert: one of the earliest *maritagia*, the grant made by Roger son of Richard Touche, noted, *ita tamen quod si dicta Matilda obierit sine herede de se exeunte totum Agneti sorori mee [Matilda's aunt] tunc et heredi, et Henrico de Touke filio et heredi ejusdem Agnetis, remaneat imperpetuum.*<sup>107</sup> Similarly Beatrice widow of Richard le Mastlingbeter, in her donation of a messuage and curtilage in Gosford St, Coventry, made to her daughter Maria, *ad se maritandam*, specified that the land would descend to Margery, daughter of Alice the grantor's sister, in the event of Maria dying childless.<sup>108</sup> Likewise Alice's father, Nicholas Longespée, reserved her marriage portion of a messuage and a carucate to her brother Nicholas if Alice had no children, then to her

<sup>106</sup> Stubbs, *Select Charters*, clause 27.

<sup>107</sup> *E.Y.C.* vol.3 no. 1748 (1189x90).

<sup>108</sup> *E.R.M.C.* no.303 (late 1270's).

sister Isabella if Nicholas had no heirs, and only reverting to the donor in default of Isabella's heirs.<sup>109</sup> Another charter gives insight into the difficulties pilgrims faced and the problem they could cause their families who wanted to be clear who would inherit what: Henry son of Jacob of Glastonbury granted a virgate in Wrington (Somerset), to Thomas son of Roger de Bourn with Christina, daughter of Clarisa his sister, with the following proviso; *ita tamen quod si Hawysia soror mea a peregrinacione terre sancte redierit medietas illius virgate terre cum pertinenciis redeat predicte Hawysie sorori mee possidenda.*<sup>110</sup> Plainly the family needed to make arrangements on the understanding that Hawise may, or may not, return from the Holy Land to make a claim to family lands.

Other charters were obviously designed to allow a man to hold the land as a widower even if he had no children of the marriage. This was contrary to the custom of curtesy - the right of a husband to hold his wife's lands after her death if a child had been born that 'had been heard to cry within four walls'.<sup>111</sup> The presence of this type of reversion in charters where the man would appear to be the primary donee, again suggests that the land was not simply perceived to be a grant to a man (as he would not need to be granted a concession for his seisin of his own land after the death of his wife), but that the general purpose of the marriage grant was to provide for the couple and their children. In some charters this reversion took the form that if the couple should die without heirs then the land would revert to the donor: for example, *si vero quod absit predictus Hunfridus de predicta Alicia heredes non habuerit, totam...ad me vel ad heredes meos post decessum ipsorum Hunfridi et Alicie...revertetur.*<sup>112</sup> The vagueness of this wording suggests an either/or situation, whoever should outlive the other will remain in seisin until their death, reinforced in this case by the fact that the charter also informs us that Alice will retain seisin for her heirs if she remarries. Similarly John son of Richard in la Lane was to hold the half a messuage in Dorney

---

<sup>109</sup> P.R.O. E40/2411. See appendix one no.7. Similarly Robert Wandard, who granted land to Robert of Plumpton with the consent of Isabella his wife and his eldest son, specified that the land was to revert to the donor, or to his wife, or to their heirs; *Hatton's Book* no. 261 (Henry III before 1240). John, son and heir of Richard de Fonte noted that reversion was to himself or to Richard his brother; *E.R.M.C.* no.560 (mid-late 1270's).

<sup>110</sup> *Glastonbury Cart.* vol.2 no. 1017 (c.1220).

<sup>111</sup> *Glanvill* bk. vii, 18.

<sup>112</sup> *Cirencester Cart.* vol.3 no. 215 (1220x50). Richard de Aqua to Humphrey de la Barre. This was chosen at random.



and the other lands and rents which he had been granted in marriage for his lifetime if Matilda his wife died, or Matilda if John died by concession of Nicholas son of Richard the merchant.<sup>113</sup> Other charters are more specific; the husband was to hold the land for his lifetime after the death of his wife. A typical format is that taken from the 1220's: *et si predicta Alicia priusquam ipse Robertus absque herede obierit, idem Robertus tenebit predictam terram omnibus diebus vite sue per prefatum servicium.*<sup>114</sup> In the mid-thirteenth century Reginald de Leges of Dereham (Norfolk) was more specific in his wishes, 'let it be known that whether my daughter Edith die without heir of her body or not, nevertheless Robert shall hold the land by the said service so long as he live as a layman. But Robert cannot and must not give the land to a house of religion nor pledge it to the Jews nor alienate it in anyway'.<sup>115</sup>

Despite the conclusion that most *maritagia* grants were intended to provide for the family two charters were obviously designed for the advantage of the male donee alone. These, however, are atypical in that in at least one case it is probable that the male donee and not the female was the relative of the donor, and therefore it would be expected that the grant was so worded. In the late-thirteenth century Walter son of Atherard the Painter of Coventry granted John son of William the Painter land in *maritagium* with Wymarkia daughter of Geoffrey the Girdler with a remainder to John and his other heirs should Wymarkia die (*fati munus implere*) without heirs of her body.<sup>116</sup> In the fourteenth century, after the enactment of *De Donis*, the reversion clause of the charter of Thomas vicar of Belton made to Geoffrey son of Robert and Felicia his wife reads, *et si contingat quod dicti Galfridus et Felicie uxori sua sine herede vita se legitime procreato obierunt volo et concedo [terram] rectis heredis dicti Galfridi imperpetuum remaneant.*<sup>117</sup> In these cases we can infer that the gift was intended to provide for a couple, as the assumption is still that they will have children who will inherit, but that in default of issue the donor's aim was to make a gift to the male donee.

<sup>113</sup> P.R.O. E40/109 (undated).

<sup>114</sup> Hockey, *Cartulary of Carisbrooke Priory* no. 92 (c.1220). Grant by Christina daughter of Walter to Robert Russel. Again this was chosen at random.

<sup>115</sup> *The Chartulary of the Priory of St Pancras of Lewes*, ed., L.F. Salzman, 2 vols., Sussex Record Society 38 and 40, (1932-35) vol.2 p. 86 (1240's).

<sup>116</sup> See above p.125 for the probable relationship between the two Painters.

<sup>117</sup> *E.R.M.C.* no.68 (c.1270); P.R.O. E326/376.

The reversion clause therefore again suggests that the primary function of the gift of the marriage portion was to provide for the family created by the marriage. This is reinforced by the evidence of the Petition of the Barons and the statute *De Donis*. The couple were intended to have seisin for their lifetime and their children would inherit the land in turn. The portion may also have had the secondary purpose of providing income for widows, possibly reserving this to widows who had borne children as so many of the reversion clauses focus on the event of the childless death of the wife. Even where the reversion focused on the death of the couple the suggestion of the language is that the surviving partner, childless or not, will have seisin of the gift. Some charters obviously bore a reversion clause to clarify which heirs of the donor would retain the *maritagium*, but many created a lifetime tenancy for a childless widower in defiance of custom.

#### **5.7: *Liberum Maritagium* versus *Maritagium*: Tenure of the Marriage Portion**

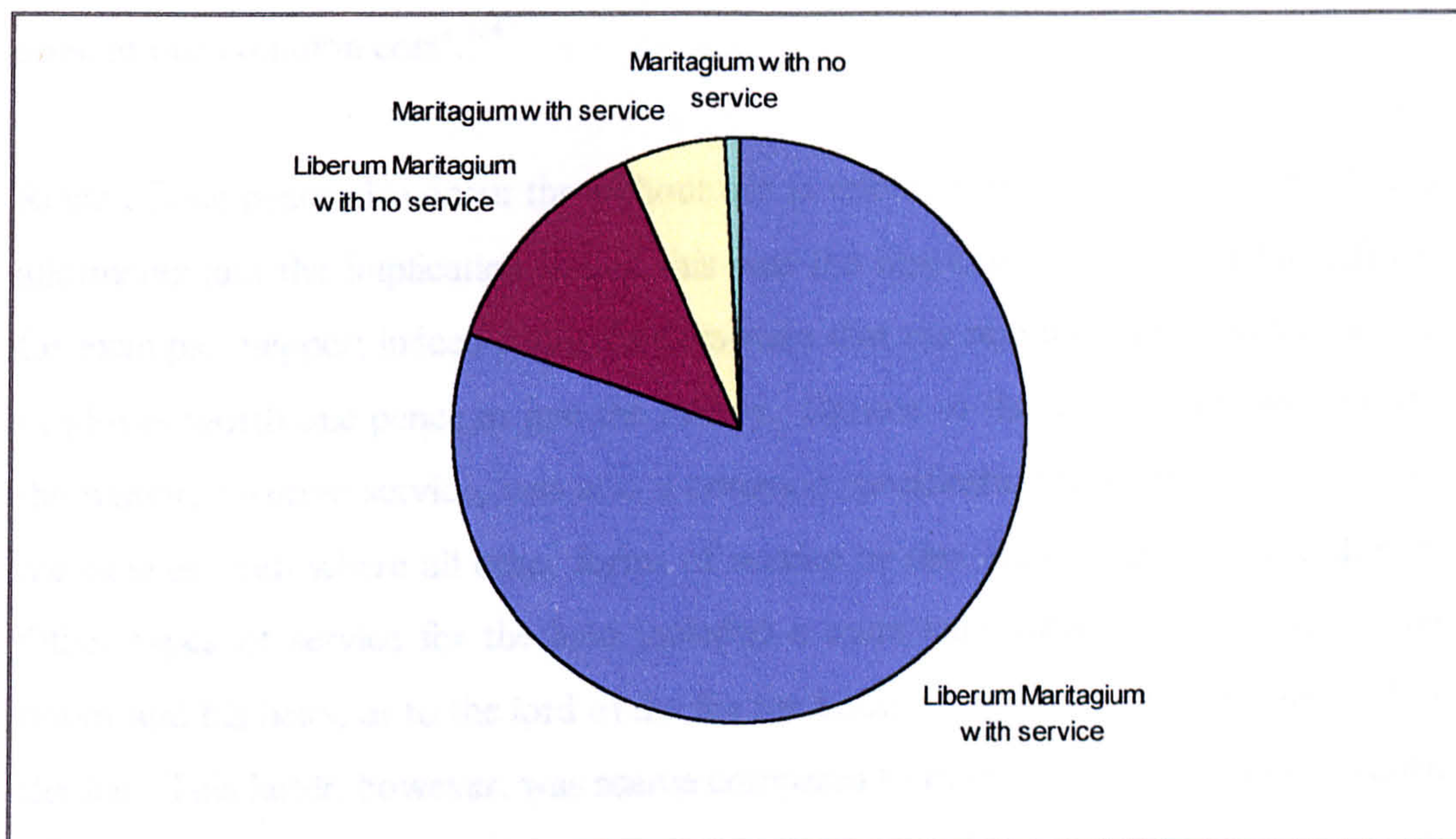
The most common phrasing of the gift given on marriage was that it was given, *in liberum maritagium*. The remainder of the grants were merely given *in maritagium*. There was however, despite the customs portrayed in Glanvill and Bracton, no correlation between the donation of a grant in free marriage, and its actual immunity from service - from being held *libere et quiete* (see Figure 5:Chart showing relationship between ). Some marriage portions were indeed granted *in liberum maritagium* and were free of all services or renders: for example when the manors of Bathcote and Estwood were granted in free marriage they had no additional service attached.<sup>118</sup> In the majority of the charters, however, even grants specifically noted as being in free marriage had some form of service or render attached to them. This service could take the form of a money rent, or a render of goods, and/or service to the king, or the *forinsec* service. Most commonly the land was to be held by payment of a money rent payable either to the donor and his heirs (in the majority of the charters) or to the lord/s of the fee. Nor did the charters which only granted land *in maritagium* need to have any type of service attached to them: the twelfth-century charter of Roger de Newbourg, earl of Warwick, remitting the service of ten knights from a total of

---

<sup>118</sup> Hilton, *Stoneleigh Leger Book* p.8 (+1138).



seventeen was granted *in maritagium* but no additional service (other than that of the remaining seven knights) was imposed on Geoffrey de Clinton.<sup>119</sup>



**Figure 5: Chart showing relationship between the type of *maritagium* and the service it owed**

The type of service most commonly specified in the charters, where mentioned at all, was what is known as ground rent - a minimal rent such as a chaplet of roses<sup>120</sup>; clove gillyflowers<sup>121</sup>; spurs (either gilt or otherwise), spices such as cumin, pepper or less commonly ginger<sup>122</sup>; or gloves (generally white and worth between one pence and one and a half pence) - which signified that the land, although perhaps otherwise free from rent or services, was held from another family. The most unusual form of service in the *maritagia* was that attached to the marriage portion given by Adam de Brus to Henry de Percy and Isabella de Brus, which was detailed in the confirmation charter of Peter, Adam's son: Henry and his heirs were to go to Levington castle on Christmas day, escort the lady of the castle to mass and return to her apartments to take a meal with her, then departing (presumably so as not to overly strain the hospitality of the hosts).<sup>123</sup> Other types of service could be purely practical: when Reginald de Leges of Dereham granted half of his cesspit along with other lands in

<sup>119</sup> *Beauchamp* no.285 (1137-39).

<sup>120</sup> P.R.O. E40/270 (undated).

<sup>121</sup> P.R.O. E40/4059 (Henry III).

<sup>122</sup> P.R.O. C146/3660. A root of ginger.

<sup>123</sup> *Percy Cart.* no. 435 note 1.



marriage in the mid-thirteenth century it was not surprising that he specified that 'if the said cesspit which is common to us needs cleaning out or mending ...[it] shall be done at our common cost'.<sup>124</sup>

Rents of one pence also occur throughout out in reference to a variety of sizes of land allotments and the implication is that this was the financial equivalent of the gift of, for example, pepper; indeed some charters state that the rental is, for example, a pair of gloves worth one pence or just the money. Service to the king, or service outside the manor, *forinsec* service, was also a common specification and could be levied on the donees even where all other forms of service or rent were waived by the donor. Other types of service for the land included a more substantial rent payable to the donor and his heirs, or to the lord of the fee (or both) or military service to the lord of the fee. This latter, however, was scarce compared to money rents even in the twelfth century and suggests that money payments were preferable at this early period. Where the land was actually granted free from service it was specifically noted as being free and quit from all service and secular customs.

What then can we assume that *in liberum maritagium* meant to recipients? The charter usage is in contrast to that of the royal scribes in administrative accounts seems to suggest that land granted in *liberum maritagium* was indeed granted free of all services. These scribes rarely use *liberum maritagium*, most of the land they record was only noted as being *maritagium* and was held by military service.<sup>125</sup> Indeed in an inquisition from the reign of Edward I the scribe noted that the manor of Tonge (Leics.) was held by Alan de la Zouche, 'without service because it was of free marriage'.<sup>126</sup> We can also compare the use of *liberum maritagium* with that of *in liberum elemosinam* in donations to churches. Recent examination of gifts to monasteries in alms has shed light on the use of this latter phrase by donors.<sup>127</sup> By the end of the twelfth century it appears that grantors did not use this phrase to denote land that was held free from all services, but instead that the donors seem to have

<sup>124</sup> Salzman, *Chartulary of St Pancras, Lewes* vol.2 p.86 (1240's).

<sup>125</sup> For example *Ricardus [de Lucy] dedit medietatem eiusdem...in maritagium per servicium quarte partis feodi j militis: Book of Fees* vol.1 p.69. See also *passim* for other examples.

<sup>126</sup> *Cal. Inq. Post Mortem* vol.2 p.173.



meant that the land was granted to the monastery 'as freely as possible' without any additional burden of services attached to the land by the donor.<sup>128</sup> The monastery thus either had to accept and perform the services attached to the land or attempt to buy the gift free from the overlord. The marital charters do not parallel this situation exactly but are similar; many charters specify that the rent is to be paid directly to the lord of the fee, or that the land is to be held by the customary service, that is that due to the lord/s of the fee. As land came to be granted out in marriage so the rent would be passed along with it creating a chain of tenancies.

Other donors, however, seem to have imposed an additional rent, or ground rent, on the property in addition to that owed to the lord of the fee: in the grant of four crofts, one moor and one acre of meadow in free marriage for example, Philip de Tunewrth, who granted a *maritagium* in the reign of Henry III, specified that the land was to be held by the service of six pence to the lord of Woking, but also by the yearly gift of one clove gillyflower to the donor or his heirs.<sup>129</sup> Robert le Blund, a tenant of Reading Abbey, referred to this as an increment in his charter made to John Goldsmith with Clementia his daughter: the messuage in New Street, Reading was to be held by a rent of eight pence to the Abbey, two shillings to Matilda Oakley and her heirs, one pence to Richard of Southcote and his heirs, one pence to Simon Brian and his heirs, and 'to the donor and his heirs as increment one half pence'.<sup>130</sup> This form of additional 'ground rent' may have been previously due from the donor but it seems more probable that the annual renders of roses, gillyflowers, even gloves and spurs, no matter what their actual value, often on a specific day such as the Feast of John the Baptist, were a symbolic means by which the donor showed his original seisin of the land, perhaps necessary in litigation for the reversion of marital land.

That this may have been the case is suggested by a charter from the early to mid-thirteenth century: Anketin de Denton granted a messuage in 'Wudehuse' to Gilchrist son of Richard Brun for a rent of one pence; this land was not specifically noted as

---

<sup>127</sup> B. Thompson, 'Free Alms Tenure in the Twelfth-Century' in *Anglo-Norman Studies* 16 (1993), 221-43.

<sup>128</sup> *Ibid.* p. 238.

<sup>129</sup> P.R.O. E40/4059 (*temp* Henry III).



being *maritagium* but the donor also stated that it was to be held by Gilchrist, his heir William and his heirs by Agnes, daughter of the donor.<sup>131</sup> If William and Agnes did not have children the land was not to revert to the donor but instead was to be held from the donor, *pro idem servicium quo tenere solent antequam matrimonium contractum fuit inter Willelmum et predictam filiam suam*, that is fourteen pence per year. It is difficult to know how the varying services owed by the various layers of donors would have been performed but perhaps the handing over of rents or gifts would have reinforced the ties between the donor and donees.

It is probable, therefore, that *liberum maritagium* was generally assumed to mean only freedom from military service not from other types of service, and this would certainly explain the fact that the royal scribes in the twelfth and thirteenth century records distinguished between land held in *liberum maritagium* and that held merely in *maritagium*. These scribes would primarily have been interested in how the land was held and what services it owed to the king. Hence if land had been granted on without its military service it would be in the king's, and therefore the scribe's, interest to ascertain who granted the land and who, therefore, was responsible for the service. That this definition of *liberum* might have been the case is suggested by a charter of Humphrey de Bohun, earl of Hereford and Essex, from the mid-thirteenth century. This charter granted land in *liberum maritagium* to Roger de Tosny for an annual rent of 100 shillings and the additional clause that, *set cum tempus evenerit post liberum maritagium quod homagium debeat fieri de predictis maneriis, tunc heredes dicti Rogeri facient michi vel heredibus meis dimidiam partem feodi militaris*.<sup>132</sup> If this was indeed the case it is notable that most grants were made in *liberum maritagium* and only a handful of charters note that the land given in marriage owed military service. It is also possible that this arose from the fact that the *maritagium* was regarded as women's land, and women were not expected to perform military service.

---

<sup>130</sup> *Reading Abbey Cartularies* ed., B.R. Kemp, 2 vols., Camden Society 4<sup>th</sup> Series, 31 and 33, (1986-87) vol. 2 no. 993 (?c. 1230x40)

<sup>131</sup> Todd, *Lanercost Cart.* no.114 (c.1210x56).

<sup>132</sup> *Beauchamp* no.380 (1237x54).



Gifts given in free marriage seem therefore to have often been granted with some services already attached to the donation either nominal or substantial. A donor could also add a service to the gift, for example the gift of a rose, to illustrate how the land was held, and who it was held from. In the charters the phrase, *liberum maritagium*, seems to have signified freedom from military service not from monetary service, and this freedom in itself would be only for three generations of donees. Such a definition of a free marriage gift would have certainly placed an additional emphasis on the performance of homage and service made by the fourth heir. Not only would this heir be beyond the limits of the immediate family of the donor, but the *liberum maritagium* land would be transformed by the ceremony into a normal tenancy, one that happened to have merely been created by marriage. Where the land had not been held by military service then the phrase *liberum maritagium* might merely suggest that the land was given as freely as the donor was able to grant it. Whatever the explanation it is evident that the majority of *liberum maritagium* grants were not free in the sense that there were no obligations attached to them; everything had to be paid for eventually.

#### 5.8: Warranting the *maritagia*

Once the location of the land and the service attached to the land (or not as the case may be), were concluded the majority of the twelfth-century charters closed without a warranty clause. This does not, however, imply that the land was only granted out for a lifetime as the warranty clause itself was in the process of developing over the twelfth century. Again the appearance of the warranty has been linked to the increasing heritability of land over the late eleventh and early twelfth centuries but it may simply be due to the slow evolution of an accepted and standard form for charters. Out of the total charters for this century only a handful, dating from the latter half of the century, contained a warranty clause; the earliest dating to 1168-83.<sup>133</sup> Of these charters, most warranted the land *ubique et erga omnes homines*, three did so, *contra omnes homines*.<sup>134</sup> From the thirteenth century, however, the

<sup>133</sup> *Thurgarton* appendix no. 24 p.ccxx.

<sup>134</sup> The three former were: *E.Y.C.* vol.3 no.1657 (c.1180x1201); *E.Y.C.* vol.11 no.134 (c.1190x1207); and *E.Y.C.* vol.3 no.1654 (1190x c.1205) which warranted *ubique erga dominum regem et erga omnes homines*. The latter were: *E.Y.C.* vol.3 no.1585 (1180x95); *E.Y.C.* vol.12 no.3 (c.1200x10) which warranted *in perpetuum*; and *E.Y.C.* vol.7 no.172 (c.1190x1210).



warranty becomes more common and eventually standard; *contra omnes homines et feminas*, and *contra omnes gentes* appear, occasionally with the additional proviso of warranting the land against *tam christianos quam iudeos*. The warranty clause again supports the evidence of the entail clause as the land was most generally warranted to the heirs of the donees not to their heirs and assigns.

### 5.9: Purchasing a Marriage Portion

A handful of charters specify that the donor had received a gift, or sum of money in return for his or her donation. This may well be a reflection of the financial negotiations which we can see recorded in some of the surviving marriage *conventiones*; it is interesting to note that these *maritagia* show the groom paying for his wife's portion.<sup>135</sup> These charters are identically worded to the majority of the *maritagia* grants but contain the additional information detailing the contribution of the groom. In the mid-twelfth century Alexander de Alno, for example, granted Ellis son of Ralph de Wroxale two hides in Rushall (Wilts.), with his sister in free marriage; for this Ellis gave Alexander, his lord, half a mark.<sup>136</sup> In return for a hauberk (*aubergello*) Jordan of Cheadle gave a marriage portion of the land of 'Gomellehs' to Simon son of Gilbert the Chaplain with his wife, Jordan's sister.<sup>137</sup> At least one father also received a sum of money for his grant in *maritagium*: Roger son of Tobias of Chesham, the father of Beatrice wife of Geoffrey son of Baldwin the Medic of Hintlesham, received twenty shillings for the grant of a marriage portion of a messuage with buildings, garden and croft with some services in Chesham (Suffolk), and also received the homage and service of his new son-in-law.<sup>138</sup> At the turn of the thirteenth century Michael of Darley and Matilda his wife, sister of Robert the son of Ward the donor of the gift, gave Robert three silver marks in return for his charter granting Matilda's marriage portion of one bovate in Shirebrook (Derbys.), and the donation was also noted to be *pro humagio et servicio predicti Michaelis*.<sup>139</sup> Slightly later Golderon, daughter of Osbert of Hanworth, also received homage and service

<sup>135</sup> See chapter six for the marital *conventiones*.

<sup>136</sup> *Hungerford Cart.* no.190 (c.1150x60). Alexander also granted Ellis half a hide in return for one bezant in the same charter.

<sup>137</sup> *Early Cheshire Charters* no.14 (1185x1200)

<sup>138</sup> P.R.O. E40/3926 (undated).



for her grant of half a bovate in Morton (Notts.), in free marriage.<sup>140</sup> The performance of homage and service upon reception of the *maritagium* is unusual; although homage for the *maritagium* could be taken at any time it was most commonly done on the entry of the third (or fourth depending on your method) heir so that the land could revert and it is unclear why it was performed at this stage. When Reginald, earl of Cornwall, for instance, confirmed to William de Boterell some of his donations, he made a distinction between the manors which he granted *pro servicio* and those which were granted *sicut maritagium*.<sup>141</sup>

In a few charters the land which was granted as the *maritagium* was itself purchased, or acquired by some other means. These charters, however, form a minority of the total marital charters which suggests that either donors did not record how they had acquired the land in their charters, or more plausibly that donors were happy to grant land from their inheritance to daughters. William Pasturel tenant of Glastonbury Abbey for instance, granted, *illud quod ego emi de Harualdo Marescallo*, as part of his daughter's *maritagium* at the end of the twelfth century.<sup>142</sup> At the same time, in about 1180, the chaplain Alexander del Chastel granted a tenement in London to William de Pesem and his daughter Alice, as her marriage portion, which he had purchased from John the Butler.<sup>143</sup> Also at the end of the twelfth century Nigel de Plumpton gave half a carucate in Tadcaster (N.R. Yorks), with a toft and other grants to Gilbert the Lardiner with Imania his niece, *quam emi de Gilberto monetario*.<sup>144</sup> In the mid-thirteenth century Richard son of Richard Ingram of Nottingham gave William son of Richard of Blyth a third of a toft in Bawtry (W.R. Yorks) with Margaret his sister which land Idonea de Veteri Ponte had given to their father. At the end of the thirteenth century John of Loughborough granted Thomas son of Richard land in Wheelock St, Middlewich (Cheshire), which he had bought from John Craket, a meadow towards the heath brought from Roger Craket, and half a field outside Middlewich brought from Robert de Warihull, as his daughter's

---

<sup>139</sup> *Rufford Charters*, ed., C.J. Holdsworth, 3 vols., Thoroton Society Record Series 29- 30 and 32, (1972-80) vol.1 no. 131 (c.1190x1220)

<sup>140</sup> *Thurgarton* no.99 (c.1212x34).

<sup>141</sup> *Redvers* no.15b.

<sup>142</sup> *Glastonbury Cart.* vol.2 no.398 (c.1180).

<sup>143</sup> Kerling, *Cartulary of St Bartholomew's Hospital*, no.136 (c.1180).

<sup>144</sup> *E.Y.C.* vol.11 213 (late-twelfth century).



*maritagium*.<sup>145</sup> The granting of purchased land does not, however, seem to have been practised at the level of the greater tenants, and this suggests that the practice arose from the desire of tenants with smaller, more compact, parcels of land to conserve the patrimony.<sup>146</sup>

### 5.10: The Size of the *Maritagium*

One final question that the charters can help to answer is that of the size of the marriage portion. The *maritagia* charters suggest that for daughters of the richest nobles and magnates, a typical marriage portion was a manor, or two but the size of the portion seems to decline as we can see from the charters to several carucates for lesser families.<sup>147</sup> Hugh Thomas believes that a typical *maritagium* for middling families in Angevin Yorkshire, those who would later become the gentry, was half to one and a half carucates of land.<sup>148</sup> For the very smallest landholders for which we have evidence many *maritagia* were confined to the grant of a messuage or even just a few acres of land or meadow. Burgess families seem to have assigned a combination of lands and rents and again the scale of the donation drops with the wealth of the family to a single messuage in a town. Some *maritagia* grants may well have been intended to provide a rental income rather than for the donees to have directly exploited the gift, particularly grants relating to borough property and thus the advantages of the portion may not relate directly to the size of the land. The term shop, for instance, could actually imply a small terraced house for letting rather than a commercial property, as it seems to have done in later medieval legacies to tanners' widows.<sup>149</sup> Indeed a grant to the almonry of Reading by Petronilla widow of John le Akatur, around 1258, stated that the rent of one pence was to come from the stall which William Amfrey held from her marriage portion in Shoemaker's Row,

---

<sup>145</sup> *A Middlewich Cartulary*, ed., J. Varley, Chetham Society 105, (1941) part one no.52c (29 September 1287 x 29 September 1288).

<sup>146</sup> I shall discuss the fact that some families seem to have set aside land outside the main patrimony as 'women's land' in chapter eight.

<sup>147</sup> In comparison Hajdu suggested that examples from thirteenth century France suggest that for daughters of castellans and counts the norm was land with a few hundred pounds of annual income: Hajdu, 'Noblewomen' p. 134.

<sup>148</sup> H. Thomas, *Vassals, Vassals, Heiresses, Crusaders and Thugs. The Gentry of Angevin Yorkshire 1154-1216* (Pennsylvania, 1993) at p.121.

<sup>149</sup> D. Keane, 'Tanners Widows 1300-1350' p.17.



Reading.<sup>150</sup> By the end of the thirteenth century it has been alleged that the marriage portion had largely been replaced with a money payment, but the charters that I have studied do not provide evidence for this shift.<sup>151</sup>

Obviously the provision made was dependent on a variety of factors such as the wealth of the donor, the number of daughters he would need to make provision for, and the more intangible question of who desired the marriage the most - the father or the groom? A classic example of these factors is the marital provision for the daughters of the count of Aumale in the early-thirteenth century. Marion and Joanna were heiresses when they were betrothed and the charter survives whereby Joanna, younger daughter of William, count of Aumale, was promised, in 1200, to Hubert de Burgh, a favourite of King John. Under this agreement Joanna's share of the inheritance, which would be her marriage portion, was to be the Isle of Wight and the honour of Christchurch, leaving Marion and her husband the remainder.<sup>152</sup> In the event of a male heir, however, Joanna and Hubert were to receive sixty librates worth of land and ten knights' fees as Joanna's *maritagium*, a substantial amount but not comparable to half of the earldom.<sup>153</sup> Worse was to come for the marital fortunes of the two however, Joan and Marion were indeed displaced by a son and heir and their marriages consequently evaporated. They were finally married to the lesser figures of William Brewer and Robert de Courtenay, and their marriage portions reflected their decline on the marital ladder; Joanna received fifty librates of land in Somerset with the advowson of the church and Marion was granted the remainder of the manor with its chase.<sup>154</sup> Similarly, as part of a concord made between Geoffrey and Matilda Torcard, and William Pite in 1198, Henry the eldest son of William was to wed Alina, daughter of William Pite, *que tunc temporis erat heres prefati Willelmi*.<sup>155</sup> Alina's *maritagium* was to be the third part of William's fee in Hucknall and Lamcote (Notts.), but if William had a son [*heredum masculum*] this was to be reduced, possibly to half of this amount - the roll is damaged, as her *maritagium* after William's death.

---

<sup>150</sup> Kemp, *Reading Abbey Cartularies* vol.2 no. 911 (no later than 1258).

<sup>151</sup> McFarlane, *Nobility of Later Medieval England*.

<sup>152</sup> *Redvers* no.96.

<sup>153</sup> Presumably Marion would have received a equivalent amount.

<sup>154</sup> *Redvers* no. 30 (1205x11).



Two groups of charters at from the start of the thirteenth century show how *maritagia* grants could vary in two generations of lesser landowners. The first group was registered in the cartulary of Carisbrooke Priory. At the turn of the century Walter son of Richard granted William son of Cecily of Northwood thirteen acres on the Isle of Wight on his marriage to Christina, Walter's daughter.<sup>156</sup> For this grant William was to render thrupence for the forinsec service and there also seems to have been a messuage in Carisbrooke included in the grant as William was to pay eight pence for this. About twenty years later we find Christina, presumably a widow, granting one acre of land to Robert Russel (*rufus*) of 'Hope' with her daughter Alice in marriage.<sup>157</sup> Robert was to render half a pence for the forinsec service for this land. The second group comes from the cartulary of Thurgarton Priory and dates to approximately the same period. At the start of the thirteenth century Geoffrey of Desborough, with the assent of his wife Juliana, granted half a bovate of land in Morton (Notts.) to Robert son of Swain of Kelham in *liberum maritagium* with Cecily.<sup>158</sup> Cecily later gave land to Osbert the Miller as a marriage portion with Alice her daughter; this grant included a third of a toft and seven roods in Morton.<sup>159</sup> It may therefore be the case that *maritagia* grants declined in size over the generations; these families may not have been able to acquire a sufficient amount of land between the marriages to lose all of the original *maritagia*; or it may be the case that these daughters had sisters who also needed to be provided for.

In a few cases it is possible to compare the marriage portion with the dower land provided by the husband (although a much married woman could acquire an infinite number of dower allotments but only one gift from her family). Evidence is available from a number of sources but the difficulty lies in ascertaining the value of the respective lands. In the *Rotuli de Dominabus* some women are recorded as holding both *maritagium* and dower, but only that of Emma widow of Hugh son of Robert is

---

<sup>155</sup> *Feet of Fines 9 Richard I* no. 185 (1198).

<sup>156</sup> Hockey, *Cartulary of Carisbrooke Priory* no.91 (c.1200).

<sup>157</sup> *Ibid.* no.92 (c.1220).

<sup>158</sup> *Thurgarton* no.100 (c.1212x34).

<sup>159</sup> *Ibid.* no.101 (c.1234x48).



available for comparison.<sup>160</sup> Emma held dower from her first husband, Robert, in Oxfordshire worth fifty shillings and her marriage portion in Brington which was worth sixty-three shillings per annum along with two ploughs, 100 sheep and three rams<sup>161</sup> At the turn of the thirteenth century Fulk d'Oyry granted Robert Constable half a carucate in 'Neuton' *in liberum maritagium* with Ela his daughter.<sup>162</sup> This land was to be held by a service of one pound of cumin. The charter Robert made endowing Ela, probably issued at the same time, also survives although this does not provide a particularly illuminating comparison; she was to receive all of the vill of 'Hausam' and 'Tarlestorp' and, in addition, 'Grosseb' whilst Hawise de Blosseville lived. Robert's charter also added that, *si predictae terre ad terciam partem totius feudi mei tam empcionis quam adquisicionis non sufficient in aliis terris meis tercia pars eidem... perficientur.*<sup>163</sup> When Ranulf III, earl of Chester, and Llywelyn ab Iowerth made an agreement in 1222 for the marriage of Helen, Llywelyn's daughter, to John the Scot, heir to the Chester lands, Helen was to receive three manors as her marriage portion whilst John was to dower her with 100 librates worth of land.<sup>164</sup> The final comparison comes from the plea rolls: in 1271-2 Isolda widow of John Cordel claimed one acre and another quarter of an acre in *maritagium*, and two and a quarter messuages in total as her dower at the Lincolnshire eyre.<sup>165</sup> It is probable that dower lands were larger than those granted as *maritagia*, and a widow could accumulate more than one dower allotment, but the *maritagium* was alienable permanently and hence had a value disproportion to its size when comparing the two.

### 5.11: The Thirteenth Century and Beyond

It is possible that the *maritagium* grant of land may have been replaced with a money portion by the fourteenth century. McFarlane certainly believed that grants of land was replaced, towards the end of the thirteenth century, with a money gift; furthermore, the *maritagium* itself was replaced by a jointure, 'that is to say, land held in joint tenancy for their lives by the husband and wife and by the survivor alone after

<sup>160</sup> This should not be assumed to be a complete survey but nevertheless provides some comparison.

<sup>161</sup> *Rotuli Dominabus* p. 22.

<sup>162</sup> Major, *The D'Oyrys* appendix 2 no.1 (1200x04).

<sup>163</sup> *Ibid.* appendix 2 no. 2 (1200x04).

<sup>164</sup> *Earls of Chester* no.411 (1222).

<sup>165</sup> P.R.O. JUST 1/483 m9 (for Isolda's *maritagium*) and m.11d (for her dower).



the death of one partner'.<sup>166</sup> This practice of jointure itself, according to McFarlane, dated only from the reign of Edward I. Some royal and aristocratic marriages were certainly accompanied by a lump sum of money for the marriage portion, but this practice dated back to the earlier thirteenth and twelfth centuries if not before: for example the *maritagia* of Matilda the Empress, Isabella sister of Henry III, and the daughter of Richard de Clare who wed the marquis of Montferrat, were money portions.<sup>167</sup> The explanation for such a custom is almost certainly that these marriages involved travelling to another country where land or rents in their homeland would have been useless to the women and their husbands. The money was presumably intended to purchase land in their new home (although whether the money was not simply appropriated by the husbands is, of course, open to debate). The examples which McFarlane cites certainly seem to suggest that money grants were replacing land donations amongst the upper echelons of the aristocracy in the fourteenth century but the evidence for the thirteenth century, and also for the middling ranks of landholders whom one would expect to lag somewhat behind with new trends, is less clear. In addition, from the examples presented here it is evident that joint grants were not unknown in the earlier thirteenth century, and the fact that reversion clauses also appear in the charters from the twelfth century (usually) granting the husband a life tenancy in the marriage portion again illustrates that something very similar to 'jointure land' existed before the reign of Edward I.

The charter evidence disputes the fact that land had been generally replaced by a sum of money by the end of the thirteenth century. Gifts of money instead of land as marriage portions do appear from the thirteenth century but this may well be a result of the increased availability of cash or confined to the boroughs. In a 1230 case, for example, the jurors stated that Eustace, father of Henry and Agnes, had married Agnes to Richard le Moingne and should have given a sum of money with her in *maritagium*.<sup>168</sup> As he had no money at the time, but had a messuage worth more than

---

<sup>166</sup> McFarlane, *Nobility of Later Medieval England* p. 65. This has been followed by, for instance, S. Payling, 'The Politics of Family: Late Medieval Marriage Contracts' in R.H. Britnell and A.J. Pollard ed., *The McFarlane Legacy* (Stroud, 1995), 21-48. This article contains a number of flaws not least that Payling argues that both sets of parents contributed to the *maritagium*; p.26.

<sup>167</sup> For the Empress Matilda see chapter three; for Isabella sister of Henry III see *Book of Fees* vol.1 p.405; and for the sister of Richard de Clare see chapter six.

<sup>168</sup> C.R.R. vol.14 no.207.



the six marks which he had promised, the two men agreed that the message should remain with Richard for six marks so that half the value of the message was a sale and half *maritagium*, although they did not know which half was which. In 1247 Simon de Chickesauud summoned Hugh de Tyuile to pay him ten marks as he said that Ralph, father of Hugh, and Elias, father of Simon, had agreed that Ralph should give Elias ten marks with his daughter Margery in marriage.<sup>169</sup> These cases, which are scarce compared to disputes over land, suggest that the grant of a lump sum instead of land or rents was uncommon in the thirteenth century.

Rental incomes from land are fairly common, often being granted in conjunction with some actual land, throughout the period but this is not what McFarlane meant, and may well have been more beneficial to a widow saving her the cultivation of land. Fourteen charters of the total located which can be shown to date from the mid 1260's until the turn of the fourteenth century, show rents being granted in marriage.<sup>170</sup> The two earliest charters of this selection, both dating from c.1267, shows little alteration to the previous pattern of land donations: John Horn, a prominent Southampton burgess, granted Nicholas Geyse a tenement in Southampton with his wife's daughter, Joanna; John de Lingen provided Richard of Middleton and his sister Isolda with a mixed grant of lands, rents and services.<sup>171</sup> This type of mixed donation remained common in the 1270's and 1280's: a large grant in Coventry in the 1270's from John son and heir of Richard de Fonte, one of Coventry's elite families, to Nicholas son of Geoffrey and Alice, granted the couple John's chief message, his stone house, two further houses and rents from three different tenements in Coventry.<sup>172</sup> Only one charter, from about 1291, granted a rent as the sole marriage portion: Henry Ballard and Agnes gave one mark rent per annum to the Coventry

---

<sup>169</sup> G. Herbert Fowler, ed., 'The Calendar of the Roll of the Justices on Eyre, 1247' in *Bedfordshire Historical Record Society* 21 (1939) no 73. Clement of Hereford also seems to have been a tardy payer: Edmund of Stanton claimed that he had been promised ten marks in *maritagium* with his daughter but it was only when Clement was *in extremis* that he arranged to pay the nine marks remaining of the debt; *C.R.R.* vol.17 no.993.

<sup>170</sup> Admittedly, as the upper date limit of the thesis was the reign of Edward I, I have located less charters for the end of the thirteenth century than survive. Nevertheless I believe that this conclusion holds true.

<sup>171</sup> *St Denys* no. 219 (1267-68); and *Beauchamp* no.1267 (before 1267).

<sup>172</sup> *E.R.M.C.* no.560 (mid-late 1270's).



merchant John Langley on his marriage to their daughter Alice.<sup>173</sup> Christina de la March, on granting her daughter a marriage portion c.1290-1330, seems not to have felt that she should provide a lump sum, but instead gave the couple half a tenement; similarly Robert le Yungge and Matilda his wife endowed John Purewell with two acres of arable land in 'Attewarde' on his marriage to Alice in the early-fourteenth century.<sup>174</sup>

Given this evidence it is not possible to state that the marriage portion of land had died out by the end of the thirteenth century to be replaced with a money portion. The shift in the fourteenth century to a lump sum, if indeed there was such a shift, may well have been due to economic or demographic pressures on landholders; we have already seen that some lesser landowners purchased land for the *maritagium* grant and later land may simply not have been available. Mavis Mate, for instance, concluded that after the Black Death some Sussex landowners continued to endow their daughters with land if they had a sufficiently large holding.<sup>175</sup> Another explanation is that a money sum was one method of circumventing the strictures placed upon the alienation of *maritagia* by the statute *De Donis*. Nor does the shift from *maritagium* to jointure appear to be a radical departure when the thirteenth-century evidence is examined; joint grants were already commonplace. It is entirely possible that jointure grants are a natural development of the older grant of the *maritagium* and that the similarities between the two have been camouflaged by the differing vocabulary.

### 5.12: Conclusion

The language of the *maritagia* is illuminating. The charters do not change substantially over the period, nor do they vary with location (with the possible exception of reversion clauses) which, combined with the evidence of the legal cases, suggests that the gift of a marriage portion was not a new practice even in the twelfth century. The differences in the charters in the twelfth century and shifts in style to the

<sup>173</sup> *E.R.M.C.* no.240 (c.1291).

<sup>174</sup> *St Denys* no. 69; *The Tropenell Cartulary*, ed., J.S. Davies, 2 vols., Wiltshire Archaeological and Natural History Society, (1908) vol.1 p.130.

<sup>175</sup> Mate, *Daughters, Wives and Widows*, p. 25.



thirteenth can most easily be explained by the recent vogue for recording transactions on parchment and the novelty of this form rather than the emergence of an unknown type of gift. Most of the charters were made by the father of the bride to the new husband on the day of the marriage, when the dower was also arranged; the bride was generally mentioned by name but would have appeared to be a passive donee from the *dispositio* of the vast majority of the charters. Most of the gifts appear to have been freely made but it is clear that *maritagia*, like any commodity, could be bought. However the additional clauses of the charters are more revealing and illustrate a gift aimed at providing for the new couple and the family that they will create; the land will be had and held by the heirs of the couple, particularly by the thirteenth century.

The reversion clauses which feature in some of the charters further bear this out, the land is to revert to the donor in default of issue, and more specifically on the childless death of the female donee. The implication is clear: the land was not the province of the husband alone. In some charters the donor has conceded that the man may hold the land for his lifetime even if the woman has died without heirs, but the land must revert on his death without contradiction from any heirs he may have. Only in two cases does the charter state that the man's heirs can hold the land in this situation and these are unusual. The role of the wife is less clear cut but the charter language suggests that she may hold the land in her widowhood, it is her death rather than his that is the motivation for the return of land and the concession to the man for his lifetime in some cases again hints at widows in seisin of their *maritagia*.<sup>176</sup> Further evidence of the special status of the marriage portion is provided by the *Rotuli de Dominabus*, almost certainly collated in 1185, which specifically mentions when a widow can be seen holding land *in maritagium*; land held in marriage must have been noteworthy in some way to have been specifically mentioned as such. We can compare this to dower land which was noted as such because it was governed by rules that differed from straight-forward inheritance laws. Nor was the 'free marriage' necessarily free; in fact it was not free of services in most cases. In parallel with the gift of 'free alms' the donor seems merely to have been implying that there was no additional service attached by him to the gift or that it was free of military service; the

---

<sup>176</sup> See chapter eight under widows.



donees did, however, have to perform all those services, financial or otherwise, already attached to the land.

In summary, the *maritagium* was a gift from the bride's family to provide for her new family made without unduly stressing the resources of the old by placing impossible burdens of service on the donor. The gift had the additional advantage for the donor that should grandchildren fail to appear the grandparents could console themselves with the thought that the land should return to them or their children in time. The appearance of the entail in the thirteenth century, the complaint of the barons in 1258 and the enactment of *De Donis* however, suggests that this intention was increasingly being thwarted by the alienations of marriage land by the couple. Finally action had to be taken through law which altered the character of the *maritagium* grant.



## CHAPTER SIX: THE CONTRACT OF MARRIAGE

Marriage had a role to play in society beyond that of the basic form of social organisation; it was a glue which held society together and indeed created society, but marriage was also an oil which eased social interactions. To understand the role of marriage in a wider social context the two conceptions that underlay the medieval perception of marriage must be reiterated: firstly that marriage was as much a union of two families as of two individuals. The couple were symbolic representatives of their families who also became one through the marriage.<sup>1</sup> One aspect of this perception was that marriages could be used to link harmoniously two families: as marriage was, in theory, a bond of love and affection it was popularly held to create a similar bond between the two families. Indeed Orderic Vitalis stated that after the Conquest, 'The English and the Normans lived amicably together in the villages, towns and cities, and inter-marriages between them formed the bonds of mutual alliance'.<sup>2</sup> One might doubt the accuracy of Orderic's statement but it suggests that marriage was indeed considered to be an ideal way to bind two families. The chroniclers provide evidence of marriages being used in this way in Normandy, for example William of Jumièges noted that, 'Geoffrey [count of the Bretons], seeing how excellently he was treated, reasoned with himself that a marriage to the duke's sister Hawisa would strengthen their bond even more'.<sup>3</sup> This idea meant that disputes were often settled by a marriage, and the available evidence does indeed suggest that treaties or *conventiones* made between men were at their most firm when they involved a marital alliance.<sup>4</sup> In the same way families with shared interests, for example geographical, social or economical, tended to reinforce those common interests with marriage, again because matrimony bound them together. Holt for example concluded that, prior to the reign of Henry II, 'northern administration was a family affair' created by a web of marital alliance.<sup>5</sup>

---

<sup>1</sup> The term family is meant throughout in the abstract sense of lineage but also more directly as the man currently the head and chief representative of that lineage.

<sup>2</sup> *The Ecclesiastical History of Ordericus Vitalis*, trans. T. Forrester vol. 2, p.44.

<sup>3</sup> Van Houts, *Gesta Normannorum Ducum*, vol. 2 p.15.

<sup>4</sup> J. Meddings, 'Conflict Resolution Among Aristocrats in Stephen's Reign' paper delivered at the Leeds International Medieval Conference 1996. Cited with permission of the author.



The second concept was that a wife transmitted all her land rights, actual or potential, to her husband and hence to her children. This in itself was linked to the fact that, although largely patriarchal, medieval society gave women the ability to own and inherit property but limited their ability to exercise that seisin. The *maritagium* of a woman and, if she were an heiress, her inheritance, brought land to her husband without the need for him to purchase or lease <sup>it?</sup> them. Marriage therefore had a tangible benefit for men, granting them tenure of their wives' lands. Furthermore, as land could be inherited through the female line as well as the male, matrimony also gave a husband the possibility of access to his wife's family's lands.

The period following the Norman Conquest provides an example of how these two concepts were used in practice. After 1066 William needed to reward his followers with grants of lands, lands necessarily provided by the English aristocracy.<sup>6</sup> He also, however, intended to rule England as a legitimate successor to Edward, and it was thus essential to provide some justification for this action. The resolution of these seemingly contradictory aims was achieved to some extent through the medium of marriage. Although many of the male English nobility had fallen at Hastings with Harold, the female nobility had remained largely untouched by the Conquest (saving those who removed themselves to political exile). In addition many women were left as heiresses or as wealthy widows, and these women could be granted to the invaders or married to their sons to provide a legitimate entry through marriage to English lands for the newcomers. The daughter of Colswein of Lincoln, relative of the countess Lucy, for example, was wedded to Robert de la Haye and brought him her inheritance. Inheritance could also be diverted to those noble women whose brothers still survived and again into the hands of Norman husbands. Children of such marriages would then combine a blood claim with a military one. Henry I, whose succession to the throne owed more to swift thinking and action than to a clear title to England similarly needed to use marriage to legitimise seisin. He cemented his claim to the throne with a marriage to one of the remaining descendants of the old English

---

<sup>5</sup> J.C. Holt, *The Northerners: A Study in the Reign of King John* (Oxford, 1961) p.202.

<sup>6</sup>E. Searle 'Women and the Legitimation of Succession at the Norman Conquest' in *Anglo-Norman Studies* 3 (Woodbridge, 1980), 159-70, discusses the use of marriage after the Conquest as a method of validating the possessions of the new owners, and also as a mechanism for meshing Anglo-Saxon and Norman society.



royal family, Edith - later to be known by the Norman name of Matilda. This gave the descendants of Henry and Edith-Matilda, the Empress Matilda and her son Henry, a claim to England that came from both the Norman and the West Saxon monarchies.

Given this versatility it should be evident that many, if not all, marriages were contracted for a specific purpose, and that marital strategies were commonly deployed by the head of a family, even if these strategies are not immediately apparent today. Indeed marriages were generally too serviceable to be left to the whim of the parties concerned, instead they were a matter for discussion and negotiation between the head of each family.<sup>7</sup> This chapter thus discusses the strategies behind the formation of a contract of marriage between two families and the role of the *maritagium* in this. It also examines the actual surviving contracts or *conventiones* in which the marital negotiations were written down. The role of the lord of the fee in arranging marriage for wards is also noted. This chapter also examines the marriages of non-inheriting children, particularly daughters, in marital strategies and concludes that these marriages could be as useful to lords as those of inheriting children. Hence in the early 1120's Count Waleran of Meulan could marry his sisters to his political allies in order to bind them more firmly to himself.<sup>8</sup>

### 6.1: Strategies of Marriage

In many ways the aristocracy and royalty shared the same marital aims and strategies. This was hardly surprising as marriage was just as vital to the long term success of a noble house as to a royal one; a good marriage could bring wealth to a family through inheritance or *maritagium*. John's marriage to the heiress of Angoulême, which aroused the hostility of the Lusignan count of La Marche to whom Isabella was previously promised and which contributed to John's loss of Normandy, is as good an example of the importance of marriage as the exceptional territorial gains his father had made when he wed the heiress of Aquitaine.<sup>9</sup> To both royalty and aristocracy the marriage of the heir was of paramount importance for the longer-term future of the

---

<sup>7</sup> Holt, *Northerners* p.69.

<sup>8</sup> Newman, *Anglo-Norman Nobility* p.40; see also p.153 for more marital strategies. Some widows did marry for what appears to have been love, for example Joan of Acre took the opportunity of her recent bereavement to marry one of her husband's household knights.

<sup>9</sup> For John's marriage see Warren, *King John* (London, 1981) pp.67-9 and pp.75-6.



family, but the marriages of other children could be utilised for shorter-term gains. Royal marriages, however, differed in several important ways from aristocratic marriages: the king was much more influential than even the greatest of his subjects and this influence must have eased marriage negotiations. Conversely the growth in influence may well have been accompanied by a decline in actual marital provisions for royal children; a kingdom was far less easily partitioned than a demesne particularly when a child was marrying a spouse in a distant country. Royal marital negotiations were also far more limited in scope than aristocratic ones - royal blood after all was royal blood and could only be demeaned or 'disparaged' so far.<sup>10</sup> Examples have therefore been drawn from both royal and noble marriages but the main focus is on aristocratic marriage. It is also likely that the free peasantry operated marital strategies although these were perhaps confined to the heir and one other child.<sup>11</sup>

It must also be remembered before discussing marital alliances, that marriages were not an infallible method of binding two families together. Marriage only created the link, relations between the families were prey to other considerations such as political or financial benefit: for example Ranulf II, earl of Chester, wed Matilda daughter of Robert, earl of Gloucester, about 1135 but the two earls were on opposing sides in the subsequent struggles between Stephen and Matilda. Despite being married to one of Henry I's illegitimate daughters, Eustace de Breteuil rebelled against him.<sup>12</sup> In addition not all proposed marriages were concluded: Ranulf II of Chester attempted to use another marriage to resolve territorial issues. In 1149 he joined Henry II (then duke of Normandy) and David, king of Scotland, at Carlisle and was said to have finally abandoned his claims to Carlisle in favour of the honour of Lancaster and a marriage alliance between a daughter of Henry of Northumberland, heir to the Scottish throne, and one of Ranulf's sons.<sup>13</sup> This marriage, however, never took place. Nor did a marriage alliance always bring the anticipated benefit - we have seen

---

<sup>10</sup> See, for example, Bouchard's findings on French marriage practices: C. Bouchard, *Strong of Body, Brave and Noble: Chivalry and Society in Medieval France* (Ithaca, 1998) p.91.

<sup>11</sup> Hanawalt, *The Ties that Bound*, chapter twelve (particularly pp. 197-202) discusses peasant strategies and concludes that most peasant marriages were also arranged for practical purposes.

<sup>12</sup> *Orderic Vitalis* vol.6 pp.210-14.

<sup>13</sup> H.A. Cronne, 'Ranulf de Gernons, Earl of Chester 1129-53' *T.R.H.S.* 4th series 20 (1937)103-34, at p. 129.



in chapter two how Aubrey de Vere attempted to free himself, to no avail, from his betrothal after his intended bride's father lost his influence with Henry II.

Although by the mid-twelfth century lay society had largely accepted the new marriage customs, marital objectives had altered very little from those strategies before this period.<sup>14</sup> The primary objective of a marriage (at least of first marriage) was to gain some form of advantage, political or economical, from the match. To achieve these ends, and despite ecclesiastical laws on incest regulations, many marriages, royal or otherwise, continued to be contracted from a relatively small pool of partners. Members of the aristocracy, by definition a restricted group, contracted marriages with cousins on occasions due to both the limited numbers of potential partners and common interests. Amongst the peasantry, free or otherwise, the limitations of everyday life must have restricted choice to the immediate area for the majority. Indeed because incestuous marriages were grounds for annulment it is hard to escape the suspicion that some marriages at least were conveniently 'discovered' to be consanguineous when marriages became unwanted. Louis VII divorced Eleanor on grounds of consanguinity, but this was almost certainly due to her failure to bear sons and an increasingly hostile marriage rather than religious factors alone.<sup>15</sup> Gilbert de Clare, in the thirteenth century, had his marriage annulled in order to marry Edward I's daughter. Children too continued to be betrothed by their parents at a very young age despite limitations placed upon this by the Church: an agreement of a future marriage was made, for example, in 1236 between the daughter of Humphrey de Bohun, earl of Hereford, and a son of Ralph de Tosny when<sup>t</sup> his eldest son of Ralph was one year old at the most.<sup>16</sup> Although these children could deny arranged marriages upon reaching the age of consent it must have been very difficult for them to do so in practice, particularly when they had been brought up in the household of their future spouse. / t

---

<sup>14</sup> Newman discussed the marital alliances of the Anglo-Norman nobility in the twelfth century in her book but its conclusions can be applied, with a few modifications, to the aristocracy in general throughout the Middle Ages.

<sup>15</sup> As Yves Sassier pointed out Louis was related more closely to his subsequent wives than to Eleanor: Y. Sassier, *Louis VII* (Paris, 1991), pp.229-43. No doubt if Eleanor had borne a son the marriage would have remained valid. John of Salisbury attributed the breakdown of the marriage to personal animosity which was irreconcilable even by the pope: *The Historia Pontificalis of John of Salisbury*, ed., M. Chibnall (Oxford, 1956) pp.52-3, 61.

<sup>16</sup> *Beauchamp* no.379 (1236).



A marriage could simply be arranged to strengthen pre-existing ties such as the tenurial bond. In the early-thirteenth century William II de Forz, for example, married the sister of his wife to one of his major tenants, Peter de Fauconberg, and to reinforce the bond provided her with a marriage portion of eleven bovates from his own demesne.<sup>17</sup> <sup>Another?</sup> The magnate Gilbert de Gant similarly married his daughter, Juliana, to Geoffrey son of his chief tenant, Henry de Armenteres, and gave him two of the knights which Henry already owed to Gilbert in service along with their fees.<sup>18</sup> Such marriages served a dual purpose, not only were the bonds between lord and tenant reinforced with additional land or the remission of service but, particularly in the case of the latter example, a lord was able to marry a relative at little cost to himself. Marriages between members of the Welsh Marcher families, particularly those whose lands were predominately concentrated on the border region, could serve to reinforce the solidarity of a frontier group. This was particularly noticeable during the wars of Stephen's reign when c.1139-47, despite Earl Gilbert fitz Gilbert's support for Stephen, he wed his sister Rohese to the pro-Angevin marcher Baderon of Monmouth.<sup>19</sup> David Crouch has suggested, however, that one reason Gilbert's younger brother, Walter, gave the bride away in Gilbert's place was in order to avoid any difficulties caused by the marriage.<sup>20</sup> The same was true for the families on the frontier with Scotland where Judith Green concluded that, 'as time went on families were more strongly rooted in the border region by intermarriage and religious patronage', and also within the lordship of Ireland.<sup>21</sup>

The bond between the bride's and groom's families that marriage was believed to establish meant that weddings could be arranged in an attempt to create good will between two families. Henry I, for example, obviously considered securing the support of the counts of Anjou, positioned strategically between Normandy and France, to be sufficient reason for a marital alliance and arranged for his son William

<sup>17</sup> English, *Lords of Holderness*, p.48.

<sup>18</sup> *Hatton's Book* no.298 (before June 1210).

<sup>19</sup> *Formulare Anglicanum* no.400 (1139-47). See Crouch, 'The Marches' for a discussion of marcher solidarity.

<sup>20</sup> Crouch, 'The Marches' pp.280-1.

<sup>21</sup> J. Green, 'Aristocratic Loyalties on the Northern Frontier circa 1100-1174' in *England in the Twelfth Century* ed. D. Williams (Woodbridge, 1990), 83-100, at p.93.



to wed Matilda, daughter of Fulk of Anjou. Of this marriage Orderic wrote, 'the union of these noble families pleased many people who hoped for peace. Although it lasted only a short while ... still for the present it gave a much needed breathing space to the hostile peoples'.<sup>22</sup> Here Orderic repeats the traditional belief that marriages created cordial relations between two families. When this marriage ended in 1120 with the White Ship disaster Henry took steps to prevent his nephew and rival claimant for Normandy, William Clito, from securing the aid of Anjou. He ended a proposed marriage between William and Sibyl, Matilda's sister on grounds of consanguinity and arranged for the girl to marry another of his sons.<sup>23</sup> Again families on frontiers often used marriage as an attempt to foster cross-border peaceful links between the often hostile groups.<sup>24</sup> At the end of the twelfth century Margaret, the daughter of Robert Corbet, for example, wed Gwenwynwyn, prince of Powys.<sup>25</sup> As a result of this marriage Robert frequently served as a negotiator between Gwenwynwyn and King John, as did Hugh Pantulf, Margaret's maternal grandfather. In Ireland too the Anglo-Norman settlers contracted marriages with the daughters of the local chieftains, particularly in the period immediately after the conquest.<sup>26</sup> Active support or political aid, rather than just passive good will, was often implicit in such marriage alliances. Richard 'Strongbow' de Clare wed the daughter of Dermot MacMurrough, king of Leinster, as part of the terms of his alliance with Dermot to support the king in his bid to regain Leinster. By this marriage Strongbow legitimised his claim to Leinster, possibly also establishing himself in the line of legitimate royal succession according to Irish law. Stephen granted Waleran of Meulan the earldom of Worcester and the promise of marriage to his daughter at the beginning of his reign in order to reward Waleran's support for his kingship.

As a result of the link that marriage supposedly created, a marriage alliance was often incorporated into a peace treaty. When Henry II and Louis VII of France made peace

---

<sup>22</sup> *Orderic Vitalis* vol. 6, p.225.

<sup>23</sup> *Orderic Vitalis* vol. 6, p.165.

<sup>24</sup> R. Frame, *The Political Development of the British Isles 1100-1400* (Oxford, 1990) p.51 also discusses these marital strategies.

<sup>25</sup> J. Meisel, *Barons of the Welsh Frontier: The Corbet, Pantulf and Fitz Warin Families 1066-1272* (1980), p.8.

<sup>26</sup> S. Duffy, 'The Problem of Degeneracy' in J. Lydon ed., *Law and Disorder in Thirteenth Century Ireland. The Dublin Parliament of 1297* (Dublin, 1997), 87-106 gives many such examples.



in 1169 Henry's son Richard became betrothed to Louis's daughter Alice.<sup>27</sup> Later one of the terms of Richard's release from captivity at the hands of the duke of Austria was that he would send his niece, Eleanor, to marry the duke's son.<sup>28</sup> In 1199 John and Philip of France again made peace and a marriage was again part of the terms: Louis, Philip's son, was to marry the daughter of the king of Castille, John's niece, in the absence of legitimate daughters; *cui rex Anglie dedit in maritagium totam terram suam de Berri et Auvernia, castella etiam et honores plurimos tam in Normannia quam in Gasconia et aliis pluribus locis.*<sup>29</sup> In 1222 Llywelyn ab Iorwerth of Gwynedd arranged the marriage of his daughter Helen to John the Scot, heir of Ranulf III, earl of Chester.<sup>30</sup> This marriage, which linked the premier Welsh family with one of the largest English land-owners and leading marcher lord, concluded the peace negotiated between the two made in 1218 and enabled Ranulf to journey to the Holy Land with some degree of assurance. In return for this peace Llewelyn was to provide the manors of Bidford (Warks.), Suckley (Worcs.), and Wellington (Salop), as Helen's *maritagium* and give John 1,000 marks; John was to dower Helen with 100 librates worth of land. Similar settlements seem to have occurred at a less exalted level: Christina, the widow of Geoffrey de Suttone, called a number of men of the Basset family to account for the death of her husband in a plea from 1221.<sup>31</sup> The consensus of opinion in the locality, however, was that peace had earlier been made between the parties, *ita quod per pacem illam filius predicti Roberti [Basset], scilicet Walterus duxit in uxorem filiam mortui et eis dedit j virgatam terre pro pace illa.*

The fact that marriage and property went hand in hand also played a role in marital strategies. Through the *maritagium* land was transferred from one family to another and one family's marginal or acquired lands could be at the heartland of another family's holdings and patrimony. Although it might appear that the grant would always prove detrimental to the bride's family the marital link itself would be of value and in the long term a family would hope to both gain and lose land by marriage.

---

<sup>27</sup> *The Historical Works of Master Ralph de Diceto* ed. W. Stubbs (2 vols., *Rolls Series* 68, 1876) vol.1 p.331.

<sup>28</sup> English, *Lords of Holderness*, p.34.

<sup>29</sup> Stubbs, *Ralph de Diceto* vol.2 p.168.

<sup>30</sup> *Earls of Chester* no.411.

<sup>31</sup> *Pleas of the Crown for the County of Gloucestershire 1221*, ed. F.W. Maitland (London, 1884) no.101.



Hence the gift of a marriage portion could be of benefit to both families. Matrimony could thus provide a means to settle a territorial dispute as land could be ceded as a marriage portion benefiting both donor and donee. The Norman Vexin, for example, had long been a point of contention between Normandy and France and a solution to the dispute was provided when Henry the Young King was married to Margaret, daughter of Louis VII, in 1160. Margaret came with the castle of Gisors and the Norman Vexin as her *maritagium*.<sup>32</sup> After the death of the Young King it was proposed that this marriage portion would pass to Louis's younger daughter Alice, who was engaged to the new heir rather than reverting to Louis. The proposed wedding, however, was never completed and seisin of the land remained a point of contention. At the end of the twelfth century two Yorkshire tenants, Arnold of Upsall and Adam Fossard, also settled what seems to have been a fairly lengthy land dispute (the settlement was negotiated *tandem mediantibus amicis et consanguineis*), over rights of common in a wood and the felling of timber in that wood with a marriage. According to the memorandum that recorded the settlement it was agreed that Arnold would wed Juliana Fossard, Adam's sister, and surrender his rights to Middlemore. In return Arnold and his men of Upsall, would receive, *in augmentum dicti matrimonii* (which is not explicitly stated in the charter), common in the wood of Killingworth, but not the right to fell wood without Adam's permission.<sup>33</sup>

Also around the end of the twelfth century two marriages were arranged which again seem to have been intended to seal a tenancy dispute. These marriages may also have been intended to dispel any lingering ill feelings between two families who evidently had a long mutual history. A concord was recorded between William son of Peter and Thomas Hay of Aughton his lord in which Thomas quitclaimed his right to land in Aughton (E.R. Yorks) and land which William's grandfather, William, had pledged to Roger, Thomas's grandfather.<sup>34</sup> This latter had been reclaimed by William in the time of Emma, Thomas's mother. In return for this quitclaim William's nephew, by his sister, was given six bovates of land in 'Goodmanham' as a marriage portion for Emma, Thomas's daughter. William in turn granted five bovates of land along with

---

<sup>32</sup> Stubbs, *Ralph de Diceto* vol.1 p.304.

<sup>33</sup> *E.Y.C.* vol.9 no.81 (c.1183x1203).

<sup>34</sup> *E.Y.C.* vol.2 no.1130 (1195x1211).



the capital messuage which Emma had held in 'Goodmanham' to Roger eldest son of Thomas in free *maritagium* with Christina, William's niece. With these *maritagia* both families had gained from the settlement of the dispute and the marriages also reinforced the existing ties between them.

A similar agreement could be recorded by the courts as the settlement of a legal dispute. At the start of the twelfth century William de Rocheford, Beatrice his wife, and Herbert de St Quentin, all tenants of the count of Aumale in Holderness, resolved their differences.<sup>35</sup> William and Beatrice gave up their rights to Brandesburton and in return Herbert gave them eighteen bovates in Thirkleby (E.R. Yorks), instead.<sup>36</sup> Another example occurred in 1207 when an agreement was reached between Roger son of Elias and Christina his aunt, and John son of Nigel after a duel had been fought and Roger and Christina had quit-claimed their right to one hide and appurtenances in Harlington (Middx). *Et ipsi conventionem fecerunt de quodam maritagio, ita quod Willelmus filius et heres predicti Johannis ducet in uxorem Margaretam filiam ipsius Rogeri cum medietate predictae hide.*<sup>37</sup> Roger was to have custody of the land with the two while they were under age. In 1211 Helewise of Stainton and Hugh her son conceded a third of one half carucate in Stainton (Lincs.), to Hawise widow of Nicholas of Stainton as dower and Hawise then agreed to grant this land back to Hugh when he married her sister Alice; however she cannily stated that the chirograph testifying to this was not to be made until the marriage.<sup>38</sup> In a plea at Lincoln in 1245, for example, the covenant agreed upon between Geoffrey le Dispenser and Robert le Leu was noted by the court scribe.<sup>39</sup> Robert agreed to give John, son of Geoffrey, all the land to which he had a claim in the manor of Kavenby with his daughter Joanna. Geoffrey then granted Robert the marriage of Ralph Musard to Sarah daughter of Ralph de Crumbwell. The two agreed that if Joanna did not wish to marry John, or was unable to, or died before the two could wed, or even if Robert had other children,

<sup>35</sup> Brown, *Pedes Finium Ebor* no.199 (1202).

<sup>36</sup> This is probably more a dispute over the location of the marriage portion than the initial gift; the main manor of the St Quentin family in Holderness was at Brandesburton and they had other lands in Thirkleby. This suggests that Beatrice was the daughter of Herbert I de St Quentin and brother of the Herbert involved in the suit; English, *Lords of Holderness* pp.149-50.

<sup>37</sup> C.R.R. vol.5, pp.17-8; see also vol.12, no.1330 for another such case.

<sup>38</sup> C.R.R. vol.6 p.172.

<sup>39</sup> Foster, *Final Concords of the County of Lincoln* no.97.



the manor was still to remain in Geoffrey's seisin until Robert paid forty marks for the marriage of Ralph Musard. If John died, however, then Geoffrey could marry Joanna where he wanted, and similarly if Sarah died then Robert had Geoffrey's permission to marry Ralph to whosoever he chose. Again the two men had used marriages to settle their dispute but here, because Robert only had one child, Geoffrey had made use of his rights to the marriage of a ward in order for both men to benefit from the settlement.

Marriage and the *maritagium* could also be used to legitimise the possession of land to which the current holder had a debatable seisin. In Normandy we have the example of Goel de Bréval, who forced his lord to give him his daughter in marriage along with a town as a portion after holding him to ransom.<sup>40</sup> According to the <sup>Orderic</sup> chroniclers at the end of the twelfth century, Goel captured his overlord William de Breteuil and 'William, as the [peace] treaty required gave his daughter, Isabel, in marriage to Goel, and paid 1000 livres for his ransom'.<sup>41</sup> By acting in this fashion Goel presumably felt that he had acquired an acceptable seisin of the land. This method was obviously transferred to England along with the *maritagium* itself; as early as 1068 Malcolm, king of Scots, married the Anglo-Saxon princess, Margaret, and was said to have claimed that her marriage portion could retroactively justify the Scottish possession of Lothian which he had already annexed prior to his wedding.<sup>42</sup> Using the *maritagium* to justify possession of land was a strategy which could be employed by many men, noble or otherwise. During the disorder of Stephen's reign manors often exchanged hands and conflict between rival claimants over these lands could be resolved by marriage. The manor of Bungay (Suffolk), for example, had been seized by Earl Hugh Bigod. Roger, earl of Warwick, who had previously been seised of the manor, seems to have come to terms with Hugh not by attempting to recapture the town but by marrying his daughter, Gundreda, to the earl and detailing Bungay as part of her *maritagium*. By this means Gundreda was provided for, Hugh kept Bungay, and Roger was able to retain some form of claim. After Hugh's death Gundreda remained

<sup>40</sup> Orderic Vitalis vol.4 p.203. } combine

<sup>41</sup> Orderic Vitalis vol.4 p.203 }

<sup>42</sup> Searle, 'Women and the Legitimization of Succession' p.166.



in possession of Bungay and founded a convent there from her *libero maritagio*.<sup>43</sup> The marriage, mentioned above, of Ranulf II, earl of Chester and Matilda, daughter of Robert earl of Gloucester similarly proved useful for the respective earls when in the 1140's Ranulf issued a charter confirming Robert's grant of Chipping Campden (Gloucs.), to Matilda.<sup>44</sup> This appears to be a straightforward confirmation at first glance, but in fact Chipping Campden had been a part of the Chester demesne since 1086. The explanation for the charter must be, as Barraclough concluded, that Robert had similarly taken advantage of the troubles of Stephen's reign to appropriate the manor. A compromise had evidently been reached between the two earls whereby Robert and Ranulf utilised the pre-existing marriage in order to resolve the issue and both ceded the manor of Chipping Campden to Matilda whence it formed part of her *maritagium*, and hence returned to Ranulf's control.

A marriage could also signal the submission of one man to another where the two had been in dispute over pre-eminence in an area.<sup>45</sup> By accepting a *maritagium* the recipient became a tenant of the donor and hence accepted the tenurial superiority of the donor. The donee, however, also benefited by extending his holdings through the marriage and by linking his family with that of the grantor. The following examples certainly suggest that a marriage was a sensible means of settling a dispute when both parties were evenly matched. John Marshal, father of William Marshal and Sibyl, sister of Patrick, later earl of Salisbury, were married to seal a pact between John and Patrick.<sup>46</sup> John became Patrick's man as a result of this marriage and the match seems to have secured his status in Wiltshire. David Crouch has suggested that the earldom may have been awarded to Patrick only after he dealt with John as before the marriage the two men had been rivals for pre-eminence in Wiltshire. Geoffrey II de Clinton, one of Henry I's *curiales*, and Roger, earl of Warwick were rivals for power in Warwickshire when Geoffrey was located in Warwickshire by Henry I at Roger's expense. After the death of Geoffrey's royal patron the two men clashed violently

---

<sup>43</sup> For this see Crouch, *King Stephen* appendix 1.

<sup>44</sup> *Earls of Chester* no.59 (1141-45).

<sup>45</sup> J.C. Holt, 'Feudal Society and the Family: III Patronage and Politics' in *T.R.H.S.* 5<sup>th</sup> series 34 (1984), 1-26 at p.18.

<sup>46</sup> D.Crouch, *William Marshal: court, career and chivalry in the Angevin Empire 1147-1219* (Harlow, 1990) p.9.



when Roger sought to regain dominance in the county, probably in 1138.<sup>47</sup> Again the struggle between them seems to have been fierce enough, and evenly matched enough, to persuade Geoffrey and Roger to settle by means of a marriage between Geoffrey and Agnes, Roger's infant daughter.<sup>48</sup> As a result of this marriage Geoffrey secured the performance of his knights' service at Brandon castle rather than Warwick (Roger's castle), and a firmer hold on Cubbington manor through the service of Henry son of Boscher. Geoffrey also gained the recognition of his rights to the shrievalty which Roger had previously been unwilling to grant. Roger gained Geoffrey's submission and knight service at a neutral venue rather than at Kenilworth castle (Geoffrey's caput). As a result of the marriage the two do not appear to have later been in conflict.

A marriage could have financial benefits for either or both parties. In one charter it is clear that a man could obtain more favourable terms from his landlord if he was wed to a relative: in the thirteenth century Gilchrist son of Richard obtained a messuage and other land in York from Anketin de Denton for one pence per annum but it is evident that Gilchrist had previously held the land for a higher rental. The charter stated that if Gilchrist's son William had no heirs by Agnes, the donor's daughter then, *dictus Gillecris et heredes sui habeant et teneant prenominatas terras...pro idem servitium quo tenere solent antequam matrimonium contractum fuit inter Willelmum et predictam filiam suam, scilicet pro xiiij denariis per annum.*<sup>49</sup> In other charters or *conventiones* it is clear that the marriage itself had been paid for by one party or the other.<sup>50</sup> There are also several suits which illustrate marriages being contracted to provide a means of settling debts; for example in 1200 there is a record noted in the rolls of a *conventio* between Geoffrey Canceis and Alan Martel whereby Geoffrey agreed to give Alan his daughter, Margery, with all his land in Normandy and his land of Dean (Oxon.) in England. In return Alan would pay off Geoffrey's debts, or hold the lands for six years if the alliance did not take place.<sup>51</sup> In a 1251-2 suit Joanna de Pykehul and Laurretta her sister claimed two parts of twenty one acres

---

<sup>47</sup> For a discussion of these events see Crouch, 'Geoffrey de Clinton and Roger, earl of Warwick' *passim*.

<sup>48</sup> The charter is printed in Beauchamp no. 285 and reassessed in Crouch, 'Geoffrey de Clinton'

<sup>49</sup> Todd, *Lanercost Cart.* no.114 (c.1210x56).

<sup>50</sup> For more details see below section four.



in 'Roskeby' from Henry de Thorp and Lucy, his wife and their sister, as land that should be their share of the inheritance of their father, John de Pykehal.<sup>52</sup> Henry and Lucy said that they had no claim as John had given Henry the land in marriage by a charter half a year before he died. Joanna and Laurretta retorted that John died seised and hence the land should be common between them. The jurors swore that John and Henry had agreed that John would give twenty five acres to Henry as a marriage portion with Lucy if Henry would acquit him of twenty five marks owing to the Jews of York. They did not know if Henry had done so, despite the pair setting off for York together, but Henry took possession on their return and John took Henry's homage while he was on his death bed, six days before his eventual demise, and made him a charter of the land. Henry and Lucy went *sine die* and Laurretta and Joan did not recover any land. In 1210 Richard the Sauser also seems to have purchased his wife's marriage portion: William and Hilda the parents of his wife granted him two pieces of land in Luton (Beds.) in *maritagium* for one mark.<sup>53</sup> They disseised him of this tenement because they stated that he owed them 5s.2d. from the mark he promised for the marriage and that they would return the land when he paid them. These transactions appear to grant land and a wife in return for the payment of a debt, but a grant in *maritagium* gave the woman property to dispose of where she wanted in her widowhood, and perhaps the chance of a marriage where one may not have been arranged, whereas if the land had been sold by the debtor his family would have lost all claim to it.

It should also be remembered that, because marriage could be so crucial in determining future wealth and social status (particularly for younger sons and daughters), arranging a suitable marriage could be seen as a sign of affection. Certainly the marriage of Henry II's youngest sons seems to have combined policy with the creation of a patrimony for each.<sup>54</sup> Geoffrey, the third son, was betrothed, and later married, to Constance, heiress of Conan of Brittany, after Conan was deposed by Henry in 1166. This marriage served the purpose of ensuring the support

---

<sup>51</sup> C.R.R. vol.1, p.212; see also C.R.R. vol.8, p.296 for a similar arrangement.

<sup>52</sup> JUST 1/1046 m.50.

<sup>53</sup> C.R.R. vol.6 p.81.

<sup>54</sup> Richard had been assigned the lands of his mother and, had Henry the Young King survived, would have remained Duke of Aquitaine.



of Brittany, hitherto an independent land on the edges of the Angevin empire, and also endowing Geoffrey with a suitable territory. John was also betrothed, in 1172, to the heiress of the county of Maurienne for a dual purpose. Maurienne lay on the southern border of France near Provence, and controlled several of the mountain passes into Italy but the betrothal was probably arranged to neutralise any threatened defection of the counts of Provence to France rather than for Maurienne's location.<sup>55</sup> The terms of this latter marriage survive in the *Gesta Regis Henrici Secundi* and the match was also plainly intended to provide for John 'Lackland'. Humbert count of Maurienne agreed to concede the whole of his lands to John with his eldest daughter Alais if Humbert and his wife had no son.<sup>56</sup> If a son was born, however, then John and Alais were to have Roussillon with a number of other castles and lordships in the mountains. Even if Alais should die before the marriage John was still to benefit as, *quecunque cum primogenita concessit illustris regis Anglie filio, cum secunda filia sua, eadem sicut scriptum est, cuncta concedit*. In the event, and despite having granted 2,000 marks of the total sum to Humbert, Henry withdrew from the marriage.<sup>57</sup> Henry's plans for John then focused on Ireland and in 1185 he was created Lord of Ireland and married in 1189 to Isabella of Gloucester one of the heiresses of William, earl of Gloucester. This marriage provided John with lands on the Welsh Marches to add to his Irish lands.

## 6.2: Heirs and Other Children

In any matrimonial strategy the marriage of the heir was obviously the most vital component, royal or otherwise. His marriage was the primary focus of the family's ambitions as the hope for the next generation and again we can see this most obviously through the marriages of the royal family. Given the focus of marital strategies on the heir it is notable that no marriages of English royal heirs were contracted with the royal, princely, or aristocratic families of the British Isles. From the Conquest onwards royal brides were sought primarily in France reflecting the

---

<sup>55</sup> W.L. Warren, *Henry II* (London, 1973) p.117.

<sup>56</sup> Stubbs, *Gesta Regis Henrici Secundi* pp.36-7.

<sup>57</sup> Warren, *Henry II* p.221.



European, and particularly Norman, focus of the dynasty.<sup>58</sup> King John did seek a marriage in 1209 between Henry and Margaret, sister of the king of Scotland and her *maritagium* was to be the disputed counties of Northumberland, Cumberland and Westmoreland, and 15,000 marks. We can surmise that John was perhaps not entirely serious when the fact that Henry was two at the time and Margaret at least fifteen is taken into account, thus chancing the realm on the fertility of a woman in her late twenties.<sup>59</sup> The exception to this rule was Henry I who married one of the surviving members of the Anglo-Saxon royal house but this marriage was politically motivated and Henry was already king when it was contracted. There is no doubt that England was superior to Scotland or Wales in terms of resources, or that the kings of England considered themselves to be senior to the kings of Scotland or the Welsh princes.<sup>60</sup> In contrast Normandy was both more vulnerable than England and its neighbours more socially prestigious to a euro-centric monarchy. These facts thus suggests that brides were generally sought from families which could provide a tangible advantage to that of the groom.

Marriages of heiresses could be almost as vital as those of heirs, although women were perceived as transmitters of property and blood claims rather than active inheritors.<sup>61</sup> Matilda's second marriage to Geoffrey of Anjou illustrates both the advantages and disadvantages of heiress marriages. With this marriage Henry linked Anjou with England but, by law, Matilda's inheritance, although far larger than that of Geoffrey, passed to the control of her husband and hence to the counts of Anjou. Indeed historians call the descendants of Geoffrey and Matilda 'Angevins' although Geoffrey's lands were a fraction of Matilda's. In this way, although the marriage of an heiress continued the bloodline of a family, her inheritance was, in a very real sense, passed to another family.

---

<sup>58</sup> The Anglo-Saxon royal family rarely sought brides abroad and when they did there were special reasons such as the marriage to Emma of Normandy in order to gain support against other Viking groups.

<sup>59</sup> Margaret was eventually wedded to Roger Bigod in 1225.

<sup>60</sup> The Welsh themselves seem to have also felt this as the term *rex* was replaced with *princeps* when describing Welsh leaders from the later-tenth century.

<sup>61</sup> Hence children generally took the family name of their father rather than their mother. The exception was in the event of the mother's inheritance vastly outweighing that of the father such as the sons of Agnes de Percy and Joscelin de Louvain who took their mother's maiden name when they inherited the Percy lands.



It was, however, precisely because the marriage of the heir was so important that this marriage was more constrained than that of other children. We have seen how marriages were arranged for a variety of reasons and, in for the purpose of an alliance, the marriage of the heir was not necessarily the most useful match available to a man. An alliance, for example, might be considered desirable with a family who would not be considered for the heir.<sup>62</sup> Again this can be shown with regard to the royal family. Royal women were married for policy and where it would most serve the interests of the dynasty, mostly to foster links with continental royal or noble houses. The kings of Scotland were, on occasion, considered suitable to receive a royal bride for such reasons, but even for political purposes the Welsh princes only received illegitimate royal brides, and the various kings of Ireland received no royal women at all. The rationale behind these marriages seems clear: a daughter could be married for practical reasons into families from whom no bride would be sought for an heir, but there was a limit even to the marriages of daughters beyond which no advantage could surmount. Furthermore although marital alliances were generally arranged between men, as the holders of power in medieval society, the alliances had, of necessity, to involve a third, and female, party. Indeed women were more useful for such purposes than sons; non-inheriting sons, in contrast, either needed to be given sufficient land to support a family, married to women who themselves came with a sufficient amount of land, or remain in their brother's households. This could be a daughter, sister, or niece, to give one example Earl Robert II of Leicester married his sister Hawise to William, earl of Gloucester in 1147-48 partly in order to settle a dispute in Dorset.<sup>63</sup>

A family could therefore benefit from having a number of marriageable females, although how many daughters or sisters a man could afford to provide a *maritagium* for primarily depended on his wealth and landed resources.<sup>64</sup> In the mid-thirteenth century Earl Richard de Clare, for example, married his heir to Alice de Lusignan and gained 5,000 marks from her family for this match in return for the provision of land

---

<sup>62</sup> See, for example, Bouchard, *Strong of Body* pp.90-1.

<sup>63</sup> D. Crouch, 'A Norman "Conventio" and the Bonds of Lordship in the Middle Ages' in G. Garnett and J. Hudson ed., *Law and Government in Medieval England* (Cambridge, 1994), 299-324 at p.308.



worth 200 librates (600 marks) for Alice's dower. He also arranged a marriage between a daughter and William, marquis of Montferrat, and for this marriage agreed to provide 4,000 marks for the bride's *maritagium*.<sup>65</sup> As this resulted in a net gain of 400 marks for the earl it is perhaps unsurprising that the latter's two surviving sisters were later married to English nobles who were, presumably, less financially demanding.<sup>66</sup>

The marriages of illegitimate children, particularly daughters, could similarly be used by their families, particularly in the twelfth century when less stigma was attached to the condition of bastardy. Again this was dependent on the wealth of their family. Marriages were arranged for royal bastards into the thirteenth century but most notably for the illegitimate children of Henry I. Of Henry I's bastard daughters Maud married Rotrou count of Perche in 1103;<sup>67</sup> another Maud married Conan III, duke of Brittany, prior to 1113; Alice wed Matthew de Montmorenci, constable of France; and Constance espoused Roscelin de Beaumont, vicomte of Maine before 1135.<sup>68</sup> Another daughter, Sibyl, was married to Alexander I, king of Scotland. In contrast to these marriages, which focused on Norman policy, Henry sought an heiresses for at least one of his illegitimate sons in order to create an inheritance for him: Robert of Caen married the heiress of Robert fitz Hamo and her lands formed the earldom of Gloucester. Henry also sought to wed Amicia, daughter of Ralph de Gael of Brittany, to his son Richard.<sup>69</sup> Reginald, another son, similarly wed Beatrice, daughter and heir of William fitz Richard but not until 1140.<sup>70</sup> It is likely that the marriages of non-royal illegitimate children, if sought at all, were arranged for the same reasons. At least two of the bastard daughters of the earls of Chester were also married to benefit their family: Geva, daughter of Hugh I, was married to the *curialis* Geoffrey Ridel at the end of the eleventh century; and Amicia, daughter of Hugh II, wed Ralph

---

<sup>64</sup> The *maritagia* of sisters is considered in chapter eight.

<sup>65</sup> *C.Ch.R.* vol.2 pp. 3-5. For the marriage of Richard's heir see below p.188.

<sup>66</sup> M. Altschul, *A Baronial Family: The Clares 1217-1314* (Baltimore, 1965), pp. 35-6.

<sup>67</sup> Thompson, 'Dowry and Inheritance Patterns'. Matilda's marriage portion was traced through the cartulary of Lewes Priory and appears to have consisted of the manors of Aldbourne and Wanborough: p. 53.

<sup>68</sup> *Ibid.* p. 51. Constance held the manor of South Tawton, Devon, as her marriage portion.

<sup>69</sup> *Orderic Vitalis* vol.4 p.295.

<sup>70</sup> Given-Wilson and Curteis p.63.



Mainwaring c.1170.<sup>71</sup> For families less wealthy or influential, however, it is entirely plausible that the lack of evidence indicates that illegitimate daughters generally remained unwed.

It was thus in the interests of a family to marry as many children as financially possible, both to provide for those children and to create a network of connections. Brides appear to have been sought from families who were considered superior in some way to the family of the groom; the correlation to this statement is that women, as for example Duby suggested, could be, and often were, married to men who were not as wealthy or as influential as their own fathers. Nevertheless, and perhaps because of this, the marriages of women could be more useful politically than that of the heir, and for some families illegitimate daughters were also useful in the marriage game. The marriages of younger sons, such as Geoffrey or John, in contrast seem to have been arranged in order to provide an inheritance for them, and thus their usefulness was more limited.

### **6.3: Wards and Widows**

A marriage did not, however, have to involve a blood relative in order to be of benefit to the grantor of the bride. If a tenant of a military fee died leaving children who were too young to inherit custody of those children fell to the king (if the land was held in chief), or to the chief lord of the fee. The custodian assumed the position of a surrogate father with subsequent rights to custody of the child's property and also the right to arrange the marriage of the child, or children. The custodian's right to such marriages could also be separated from his or her right to control the ward's property and the marriage used as a reward or sold on for financial benefit. Similarly the right to marry widows also fell to the chief lord of the fee. The marriages of women, rather than men, were particularly valuable because again a lord primarily wished to reward or attract men. Although such marriages did not create a tie of blood between donor and donee they created instead a tie of gratitude and could also create a tenurial bond between the two.

---

<sup>71</sup> Geva's marriage portion was confirmed c.1135-38; *Earls of Chester* no.39. For Amicia see *ibid.*



As these marriages were achieved at relatively little cost to the donor, the marriages of wards was one of the major resources of both the crown and the aristocracy.<sup>72</sup> Widows of tenants-in-chief were also in the king's gift and similarly their marriages too were a valuable resource. Indeed Eleanor, wife of Henry III, seems to have turned the purchase or sale of marriages for financial benefit into a fine art.<sup>73</sup> In 1275, for example, a charter was inspected and enrolled stating that Eleanor had bound herself to pay Humphrey de Bohun the £1,000 which one William de Fenles had promised Humphrey with his sister in marriage.<sup>74</sup> In return for this loan William demised to the queen a manor for two years then another manor for nine years.

Given the advantages of such marriages it is unsurprising that some of the earliest surviving documents relating to marriage are royal grants of marriage. In two charters we can see Henry I using marriage to reward royal officials, or their sons, at little or no cost to himself; both girls were heiresses and it is clear that the marriages are primarily intended to benefit their husbands. Indeed in one of the earliest surviving charters the marriage was arranged despite the bride's father, Bernard of Neufmarché, still being alive: in 1121 a charter noted that Henry I *dedisse et fermiter concessisse Miloni de Gloec' Sibiliam filiam Bernardi de Nouo Mercato cum tota terra Bernardi patris sui.*<sup>75</sup> Miles of Gloucester was the son of one of Henry's officials. In another charter, dating from 1131-33, Henry I, acting this time as the guardian of the daughter of his tenant-in-chief Michael of Hanslope, *dedisse et concessisse Willelmo Maledote ... in feodo et hereditate totum terram Michaelis de Hanslap ... cum Matilde filia ipsius quam eidem Willelmo dono in uxorem.*<sup>76</sup> William Mauduit was Henry's chamberlain of the exchequer and this marriage doubled the extent of his lands. Henry's use of marriages must have been well known for one charter to have been forged. This recorded that Henry had given Juliana, the daughter of Earl Gospatrick, in marriage to Ranulf de Merlay and between them Henry and

---

no.193 (1178x80)

<sup>72</sup> Waugh, *The Lordship of England, passim*.

<sup>73</sup> For Eleanor's use of wardships see M. Howell, *Eleanor of Provence. Queenship in Thirteenth Century England* (Oxford, 1998) p.274.

<sup>74</sup> *C.Ch.R.* vol.2 pp.190-1.

<sup>75</sup> Round, *Ancient Charters* no.6. See also, for example, Book of Fees vol.1 p. 87, *terra datur Radulfo de Kaines in maritagio cum filia Hugonis Maminot per dominum Henricum Regem primum*.

<sup>76</sup> *Beauchamp* no.164 (August 1131x July 1133).



Gospatrick had granted the couple several manors in free marriage.<sup>77</sup> A joint gift is unprecedented in the charters but the forger must have assumed that this unorthodox situation was plausible under Henry I.

Henry's successors similarly continued to use the marriages of heiresses. Henry II provided his servant Osbert with the marriage of Emma daughter of Angot, and the nine bovates of land in Nottinghamshire which Angot had held from him.<sup>78</sup> In 1189 Henry also granted Helewise, daughter and heiress of William of Lancaster, to Gilbert fitz Reinfrid, the son of a royal justice and nephew of William de Coutances, Walter? archbishop of Rouen, who had recently been appointed steward of the royal household, with her inheritance of the barony of Kendal (Westmoreland); the charter also recorded that this grant was made for love of Henry's son Richard.<sup>79</sup> By this marriage Gilbert became the third baron of Kendal, and the marriage served as patronage both for Gilbert, and his family of powerful officials. Richard and John likewise used marriages to reward service. Of the household knights of Richard, William de Forz married Hawise, countess of Aumale; Robert de Turnham was given the marriage of the Fossard heiress and Andrew de Chauvigny married the Châteauroux heiress.<sup>80</sup> William Marshal owed much of his landed fortune to his marriage with Isabella, heiress of Strongbow, and this marriage, which took place during Richard's reign had been promised him by Henry II.<sup>81</sup> John made extensive use of his rights over wards and widows, as the financial accounts of the period testify, both as patronage and as a source of finance.<sup>82</sup> To give a few examples John rewarded his captain Falk de Breauté with the marriage of Margaret, widow of Baldwin fitz Count, and John's associate William de Briouze gained lucrative marriages at preferential rates of repayments. In a 1240 case it appeared that one girl's marriage had been given to King John to arrange even though she was not an heiress and had three brothers.<sup>83</sup> Margery de Rye, widow of Charles de la Wardrobe,

<sup>77</sup> *R.R.A.N.* vol. 2 no.1848 (c.1121x33)

<sup>78</sup> Holdsworth, *Rufford Charters* vol. 3 no.821 (1175x81).

<sup>79</sup> *The Lancashire Pipe Rolls and Chartulary*, ed., W. Farrer (Liverpool, 1902) p.395 (1184x9). Helewise's wardship and marriage had previously been granted to William Marshal; Crouch, *William Marshall* pp.55-6.

<sup>80</sup> English, *Lords of Holderness*, pp.30-1.

<sup>81</sup> Crouch, *William Marshall* p.57.

<sup>82</sup> See for example *Book of Fees* vol.1 p.267.

<sup>83</sup> *C.R.R.* vol.16 no.1293.



claimed land in Yorkshire as her marriage portion and the jurors agreed that, *concessit predicto regi Johanni terram illam et predictam Margeriam ad maritandam cum predicta terra* and that John gave her to Charles. She recovered her seisin.

Nobles similarly took advantage of the marriages of heiresses that fell into their hands to reward followers or to find new tenants acceptable to themselves. A charter of William de Mandeville, earl of Essex, which dates from the later-twelfth century, for example, bears a remarkable resemblance to the royal charters.<sup>84</sup> In this document William granted the land of Philip the son of Godard, in Edmonton (Middx) to Ernald de Rohinges *pro servitio suo ... cum filia predicti Philippi*. Here the aim of the charter is to confer the land upon a new tenant, using the marriage as the medium by which to do this, the girl is not even named in the charter. William even granted his new tenant the extra concession of grazing for forty pigs in his park of Enfield (Middx). In c.1180 Hugh II, earl of Chester, took the opportunity to reward his chamberlain, Bertram, for his loyal service when the marriage of the daughter of William Fleming fell into his hands. He granted Bertram *Mabiliam filiam Willelmi Flamenc cum tota hereditate sua, sicut Moles cum omnibus pertinentibus suis*.<sup>85</sup> The right of the chief lord of the fee to arrange marriages or control the remarriage of widows is also supported by the law suits. When, in 1218-19, one Eudo son of Robert was accused of disseising Ralph Rendun he claimed that Robert de Turnham, the lord of the fee, had had the land for two years or more and gave it to him with a certain woman whom he wed. The judgement was recorded that no disseisin had occurred and so he must have received the land in this way.<sup>86</sup> In 1199 Walter of Stanton was summoned by Almaric the steward to answer by whose gift he had married Albreda, widow of Thurstan, and held her *maritagium*. Walter replied that William Butler, the lord of the fee and brother of Albreda, had given her to him in marriage with her land for ten marks.<sup>87</sup> Almaric, the son of Albreda and Thurstan, denied this and claimed that Walter had taken Albreda. A concord was reached between the two whereby Walter undertook to pay Almaric five marks per annum and

<sup>84</sup> P.R.O. E40/2199. See appendix one no.4. This charter, which has no warranty clause, almost certainly belongs to the first William de Mandeville, earl of Essex, who was earl between 1166-89. See appendix one for this charter.

<sup>85</sup> *Earls of Chester* no.194 (c.1180)

<sup>86</sup> Stenton, *Rolls of the Justices in Eyre, York* no.39



his expenses; later Walter is also noted as stating that he claimed nothing of Albreda's lands except for a term.<sup>88</sup>

The exercising of the lord's right to the marriage of a heir can only have served to reinforce the links between that lord and his mesne tenants. Tenurially it underscored the tenancy of the land, and socially the lord assumed the role of *paterfamilias* of the girl or boy. In 1177-81 Hugh II earl of Chester wed Annabelle, the niece of Alan Sauvage (*recte* Robert), to Alexander with her inheritance of Storeton and Puddington; here Hugh was both rewarding the service of a member of his household - Alexander was tutor to Hugh's son, Ranulf - and utilising social and tenurial rights - Robert Sauvage had been originally granted his land by Hugh's father, Ranulf II.<sup>89</sup> Similarly Ranulf III granted to Geoffrey of Dutton Helen, daughter of Jordan of Cheadle, and her lands which had originally been granted to her relative Robert of Cheadle by Hugh II.<sup>90</sup> With regard to this marriage Ranulf may have been exercising more rights than the law would later allow by creating one sister as heiress not co-heiress: in 1219 Geoffrey and one Ingrid of Cheadle came to an agreement whereby Ingrid granted Geoffrey her dower land of Mercaston (Derbys.), in return for certain rents in Cheadle to bring about a concord between her two daughters.<sup>91</sup> Ingrid was almost certainly Helen's mother and hence Helen had a sister who should have shared in the inheritance.

It is notable that a *maritagium* is not mentioned in the above charters. The probable explanation for this is that, as they had already inherited, these women did not require a marriage portion either to attract a husband or for their widowhood. Heiresses whose fathers were still alive would probably have received a marriage portion if only because a brother might be born to disinherit them. In 1137, for example, Stephen confirmed the lands of the marcher lord Payn fitz John to Cecily his daughter and heiress, and her husband, Roger son of Miles of Gloucester; this included, *omne maritagium quod predictus Paganus dedit filie sue* and gave details of Cecily's

---

<sup>87</sup> R.C.R. vol.2 pp.124-5.

<sup>88</sup> R.C.R. vol.2 p.432.

<sup>89</sup> *Earls of Chester* no.188 (1177x81). Annabelle was Alan's sister's daughter.

<sup>90</sup> *Earls of Chester* no.261 (1191x1203).

<sup>91</sup> *Early Cheshire Charters* p.32.



portion.<sup>92</sup> A marriage did not, however, have to involve a heiress to benefit the grantee. In 1123 Henry I married Richard Basset to the eldest daughter of Geoffrey Ridel, a *curialis* who had died on the White Ship.<sup>93</sup> Along with Matilda Ridel Henry I gave Richard the wardship of her father's lands until her brother Robert came of age (and married one of Richard's sisters), and the marriages of Geoffrey's other daughters. He also granted Richard and Matilda the reversion of the whole of Robert's lands if the said Robert should die without an heir to the detriment of Matilda's sisters. Although not an heiress Matilda's marriage was plainly of great value to her husband in financial terms. The gift of the marriage portion also ensured that women who were not heiresses would be sought after in marriage. In 1255, for example, Richard de Tany purchased the marriages of both John de Ripariis, heir of Maud de Lucy, and John's sister Matilda for the marriage of one of his sons.<sup>94</sup>

As marriage was one of the few options open to women it is clear that marrying well, in terms of finance and status, was of vital importance. It is no surprise, therefore, that women could also be rewarded with a marriage and a marriage portion. In an inquisition from 1269 it was found that at the end of the twelfth century one Scrangia, possibly a member of the Giffard family, who held the manor of Aylesford (Kent), gave a rent of 100 shillings in Ditton (Kent), to a certain William de Duston in free *maritagium* with one of her maid's, to be held without service until the entry of the fourth heir.<sup>95</sup> Adeliza, Henry's second wife, gave land in marriage: in 1154 Henry II, then duke of Normandy, at the request of Stephen confirmed her gift to Millicent, wife of Richard de Camville, the manor of Stanton Harcourt (Oxon), *sicut regina Adelsia illam ei in maritagium dedit*.<sup>96</sup> Matilda, Stephen's queen, must have also given land *in maritagium*. Euphemia, countess of Oxford, received land in Ickleton (Cambs.), c.1143, which came from the honor of Boulogne; as Matilda was the countess of Boulogne in her own rights she must have granted the land.<sup>97</sup>

<sup>92</sup> *R.R.A.N.* vol.3 no.312 (December 1137).

<sup>93</sup> *R.R.A.N.* vol.2 no.1389 (1123).

<sup>94</sup> *C.Ch.R.* vol.1 p.440.

<sup>95</sup> *Cal.Inq. Post Mortem* no.760. See W. Farrer, *Honors and Knight's Fees* (3 vols., Manchester, 1923-5) vol.1 p.226.

<sup>96</sup> *R.R.A.N.* vol.3 no.140 (1154).

<sup>97</sup> *R.R.A.N.* vol.3 no.242. This was Stephen's confirmation dated 1153x54.



#### 6.4: Marriage *Conventiones*

Whatever the reason for the marriage it is clear that it must have been carefully discussed and negotiated. The main points of negotiation would have been the endowments to be granted at the door of the church on the day of the wedding service and these endowments must have been the result of bargaining between the two families or their negotiators prior to the betrothal of the couple. For example Robert le Blund must have discussed the wedding of his daughter to Clemencia to John Goldsmith and the portion that Clemencia could expect because his grant to the couple in marriage stated that he had granted John a messuage in New Street, Reading, 'for his service and in place of the ten marks which Robert had promised John with Clemencia his daughter, whom John had married'.<sup>98</sup> In turn this messuage must have been as valuable or equally as desirable as the sum of money to John Goldsmith in order to have been accepted. Certainly royal marriages would have been discussed at great length: when plans were afoot for Matilda, eldest daughter of Henry II, to wed Duke Henry of Saxony, Reginald<sup>X</sup>, archbishop of Cologne, acted as the groom's negotiator and journeyed to England to accept her and her *maritagium* on behalf of the groom.<sup>99</sup> Similarly in the mid-thirteenth century when a marriage was planned between Constance of Béarn and Henry of Almain representatives of both parties met to discuss the marriage.<sup>100</sup>

As the use of documentation became more widespread many such marriage contracts were written in the form of *conventiones* or agreed settlements between the two families.<sup>101</sup> *Conventiones* were the written settlement of a dispute and took many forms such as enfeoffments, and, of course, marriage settlements. The evidence for such *conventiones* becomes plentiful from the start of the twelfth century and those *conventiones* which recorded marriage alliances remained common into the thirteenth century. It is thus possible to see what was included in the decision for a couple to marry. It is clear from these contracts, for example, as we saw with some of the

<sup>98</sup> Kemp, *Reading Abbey Cartularies* vol. 2, no. 993.

<sup>99</sup> Stubbs, *Ralph de Diceto* vol.1 p.318.

<sup>100</sup> R. Studd, 'The Marriage of Henry of Almain and Constance of Béarn' in *Thirteenth Century England III* (Woodbridge, 1990), 161-80.

<sup>101</sup> On *conventiones* see, for example, E. King, 'Dispute Settlement in Anglo-Norman England' *Anglo-Norman Studies* 14 (1991), 115-30. See also D. Crouch 'A Norman "Conventio"' *passim*.



charters that many marriage negotiations involved a money payment often, although not invariably, from the bride's father to the father of the groom. When Humphrey de Bohun, earl of Hereford, and Ralph de Tosny made arrangements for their children to wed the charter noted that, *pro hac ... conventione... [dedit] dictus Humfredus comes dicto Radulfo de Thony ducentas marcas argenti premanibus.*<sup>102</sup> This payment has been taken as evidence for the decline of the *maritagium* in favour of a money portion but it is by no means clear that this conclusion can be drawn for the thirteenth-century *conventiones*.<sup>103</sup> The *maritagium* was not replaced by a money portion in this period and nor did the bride's father inevitably pay for the marriage which is one of the foundations of the postulated shift to a money portion. On occasion the groom's father paid for the marriage: for the marriage of John his son to Alais, Henry II sent Humbert, count of Maurienne, 1,000 marks with a further promise of 4,000 marks. In other *conventiones* it is hard to tell whether the marriage was the consequence of the loan or payment of money, or *vice versa*. In 1268, for example, Robert de Vere, earl of Oxford, and Roger Mortimer made an agreement whereby the marriage of Robert's eldest son, also called Robert, was granted to Margaret, Roger's daughter, for her marriage.<sup>104</sup> This *conventio* was made in consideration of the 1,000 marks which Roger had released to Robert of the 4,000 he owed for the restoration of his lands. Even the parties to these contracts seem, on occasion, to have been unsure whether the loan and the marriage went hand in hand. In 1221 a plea was recorded at Gloucester between William Marshal, earl of Pembroke, and Thomas Berkeley in which William asked for the 210 marks which he had paid to the earl of Salisbury for Thomas.<sup>105</sup> Thomas denied that he owed this sum and offered a charter which testified that an agreement had been made between the two whereby Thomas would marry (*recipiet in uxorem*) Joanna, William's niece. This was made on the condition that William would cause the king to receive Thomas's homage and return his lands and, *insuper ipsum adquietabit in omnibus versus dominum comitem Sarre*. Payments for marriages in this period at least would seem to be more concerned with

---

<sup>102</sup> *Beauchamp* no. 379.

<sup>103</sup> Payling, 'Politics of Family' used this contract to illustrate the decline of the *maritagium*; p.26. As we shall see, however, a normal *maritagium* charter followed in due course.

<sup>104</sup> *C.Ch.R.* vol.2 p.90.

<sup>105</sup> Stenton, *Rolls of the Justices in Eyre Gloucestershire, Warwickshire and Staffordshire* no.301.



the purchasing of a suitable bride or groom rather than being intended as part of the marital endowment of the couple.

A contract could also be made when the marriage of a ward was arranged or exchanged. Again these served to keep track of the details of the marriage. In the 1255 charter between Philip Basset and Richard de Tany granting Richard the custody and marriage of two wards, the contract stated that, in the event of Matilda, one of the wards, becoming an heiress, Richard was to pay an additional 300 marks to Philip but if John, Matilda's brother, failed to marry one of Richard's daughters then Richard could marry John where he pleased and benefit from the match.<sup>106</sup> Richard and his wife paid Philip for the two marriages with the lease of a manor for ten years, from which Philip was to pay a rent of twelve pence but the charter also noted that if Richard and Margery failed to pay the additional 300 marks due for Matilda's marriage then Philip was to keep the manor for an additional ten years. It is likely, given these financial provisions, that one of the major functions of the *conventiones* was that of a record in the event of either party defaulting on payment.

The *conventiones* set out all the details of the forthcoming marriage in greater or lesser detail. These were concerned with practical issues, primarily the provisions made by the bride's father and those made by the groom's. If a payment was to be made for the marriage, for example, the *conventio* could the terms of that payment. When Richard de Clare granted the marriage of his son and heir, Gilbert, to Aymer <sup>de Valence</sup> and William <sup>de Lusignan</sup> for the purpose of marrying their niece Alice, daughter of Hugh le Brun count of La Marche and Angoulême, their *conventio* contained many clauses regarding the settlement.<sup>107</sup> According to the contract if the marriage failed to take place through the fault of Alice the 5,000 marks owed for the match was still due to Richard, but if Gilbert refused to wed her on attaining his 'ecclesiastical' majority at fourteen then this sum was to be refunded and an additional sum of 2,000 marks paid by way of damages to Aymer, William, and Hylanda, Alice's mother. If, on the other hand, Gilbert refused to wed Alice after the death of Richard she was to retain her

<sup>106</sup> *C.Ch.R.* vol 1 p.440.

<sup>107</sup> Details taken from an *inspeximus* made in 1255; *C.Ch.R* vol.1 p.438.



dower and her relatives would be appeased with land to the value of £300 in compensation.

This particular *conventio* did not make provision for the marriage of either Gilbert or Alice to another relative in the event of the death of either party but this eventuality was also taken into account in other documents. As we have seen John was to marry the younger daughter of Humbert of Maurienne if the elder daughter died, and in the 1236 *conventio* negotiated between Humphrey de Bohun and Ralph de Tosny both children could similarly be replaced by siblings.<sup>108</sup> If Alice, daughter of Humphrey, did not survive until the wedding then he agreed to grant a younger daughter (who may not yet have been born as she is described as, *filia...de legitimo thoro proveniens*), in place of Alice. Roger, Ralph's eldest son, was named as Alice's groom in the contract but again could be replaced by his younger brother, Ralph, if he died.

The main elements of the contract were, however, the marital endowments. The contract negotiated between Sewall fitz Henry de Etindon and Simon of Walton in 1243 is perhaps more typical of most *conventiones* in that this is very nearly all the *conventio* contains.<sup>109</sup> The bride's father was to provide a *maritagium* which may, on occasion, have been included in the money payment given by the bride's relatives; for example the contract between the Lusignans and Richard de Clare does not mention Alice's *maritagium* which is an odd omission. A money *maritagium* would, however, have been more practical for brides travelling to a foreign and distant country. Sewall was to provide his daughter, Elizabeth, with a marriage portion of all his land in 'Hoga'. Humphrey de Bohun agreed to give land in Newton Toney (Wilts.), worth forty librates to Roger, eldest son and heir of Ralph de Tosny, *in liberum maritagium...cum Alicia filia sua*.<sup>110</sup> The document also noted that if this manor did not amount to forty librates then Humphrey agreed to grant extra land elsewhere and also that, *si predictus Rogerus filius Radulfi de Thoney in fata cesserit antequam ad*

---

<sup>108</sup> *Beauchamp* no.379.

<sup>109</sup> London College of Arms, ms. Vincent 113 p.82.

<sup>110</sup> *Beauchamp* no. 379.



*maturam etatem contrahendi pervenerit, dictus Humfredus comes dat et concedit dictas quadragintas libratas terre Radulfo filio dicti Radulfi de Thoney.*

The *conventiones* then noted the provision for dower and it was often incumbent upon the groom's father to make a dower arrangement; this was crucial where the groom had no land of his own until he inherited as, if provision were not made, a bride could be left without dower if her husband died before his father. Richard de Clare and Aymer and William de Valance, for example, agreed that Alice (or her uncles or her behalf), should receive 200 librates worth of land on her arrival in England from Richard as her dower.<sup>111</sup> If Gilbert died within Richard's lifetime then she would retain this land as her dower but would be dowered in the customary fashion if Gilbert died after he had inherited from Richard. Ralph de Tosny was to grant whichever son was to wed a Bohun daughter forty librates worth of land in Carnanton and Helstone, *ad dotandam dictam Aliciam* -the same amount as her marriage portion - and also agreed to make the land up to the value of forty librates if the original provision was insufficient. It is impossible to know if the dower provision Simon of Walton made for his son was identical to the marriage portion due to the difference in descriptions but he too assigned his son land in order to dower the new bride.<sup>112</sup>

One final point of negotiation was the temporary custody of the land involved, and also that of the children involved. The contract between Sewall fitz Henry and Simon of Walton stated that Simon was to have custody of both Elizabeth and John, with their respective lands, until they reached the age of twenty-one. In contrast Humfrey was to keep the *maritagium* land until one of Ralph's sons wed (*legitime contraxerit*) a Bohun daughter and Ralph was to hold the dower lands until the two wed. Both Ralph and Humphrey would only surrender their lands when the two were wed. The charter of Richard de Clare, however, did not mention custody of the children. One legal case illustrates one of the problems which could arise from these custody arrangements.<sup>113</sup> In 1246 Robert, father of William, and Thomas del Estre agreed that

<sup>111</sup> *C.Ch.R.* vol. 1 p. 438.

<sup>112</sup> London College of Arms, ms Vincent 113 p. 82.

<sup>113</sup> P.R.O. JUST 1/1045 m3.



William would marry Thomas's daughter to which end Robert gave William sixteen and a half acres and twelve pence rent in 'Hutton'. William was to be given into Thomas's custody until the pair married. A problem subsequently arose when Thomas died whilst William was still in his custody, and one Andrew de Hutton immediately disseised the young William of this land as he claimed to have a charter of feoffment from Robert. William was eventually able to reclaim the land when he came of age.

A marriage could also be arranged in the course of a law suit to settle the dispute and details of the *conventio* were then noted in the eyre records. Such marriages were plainly arranged to settle a tenorial dispute and the contracts created by these marriages reflect this purpose. They tend to be one sided in order to reach a settlement rather than balancing mutual obligations of dower with *maritagium* as the contracts above do. The land in dispute was transferred by means of a marriage agreed between the plaintiffs and could be used as a marriage portion, as noted above in the 1245 Lincoln case between Geoffrey le Dispenser and Robert le Leu, or as a dower. In 1249 William Beauchamp and Henry Huse came to an agreement over the manor of Tidcombe (Wilts.).<sup>114</sup> William remitted all claim in the manor in return for which Henry granted the marriage of his eldest son, Hubert, to marry William's daughter Margery. Henry also conceded that Hubert might dower Margery with the manor. A reminder of the purpose of both the marriage and the property transfer is, however, provided by the final clause in this *conventio*: if Hubert did not wish to marry Margery on reaching his legal age then Henry also conceded that Margery might enjoy the manor for the whole of her life, reverting to Henry or his heirs only on her death. Similarly in the 1245 Lincoln case just noted if the marriage did not take place, negating the land transfer, Robert became liable for the ward marriage which he had received.

A contract could also be negotiated between more than two parties although this situation must have been unusual, perhaps only necessary where a son was an adult.

The *conventio* was made at the turn of the thirteenth century for the daughter of <sup>which</sup>

---

<sup>114</sup> Clanchy, *Civil Pleas of the Wiltshire Eyre* no.338.



Gilbert de Gant, included Gilbert, Henry de Armenteres, and Geoffrey, Henry's son who was to be the groom.<sup>115</sup> In this agreement Gilbert gave Geoffrey two of Henry's knights with his daughter, Juliana. He also agreed to release Henry from the service of the two knights for his lifetime and to pay him sixty marks in compensation for letting Geoffrey have the fees. Gilbert also agreed to release Geoffrey from his entry fine on Henry's death. In return Henry agreed to grant the manor of Stowe (Northants.), to Geoffrey with which to dower Juliana. Henry was to keep this manor for his lifetime, however, and Gilbert was to support him in the event of Geoffrey and Juliana taking seisin of the manor.

We can contrast a *conventio* with a *maritagium* charter in order to compare the two in the Bohun-Tosny arranged marriage. The *maritagium* charter followed the initial *conventio* by a number of years as Humphrey is also described in the former as earl of Essex - a title which he received in 1237 - and the *maritagium* probably dates from 1251 when Roger de Tosny reached the age of fourteen and was able to wed.<sup>116</sup> In this charter, both Roger and Alice having survived to maturity, Humphrey granted them the promised *maritagium* not only in Newton Toney but also in the manor of East Coulston (Wilts.), presumably having found that the former manor did not amount to forty librates in the intervening period. The *maritagium* charter, however, added that these lands were to be held by Roger and his heirs by Alice for one hundred shillings rent per annum, and the service of half a knight when homage was performed by the third heir; no mention had been made of this in the *conventio*. This land was to revert to Humphrey if Alice died without children. Despite this difference, however, the similarities between the two charters show that the *conventio* probably formed a blueprint for the *maritagium* (and presumably also the dower charter), a method whereby both parties could be sure what had been agreed upon when, perhaps years later, the two came to wed. The contract set out what had been agreed upon at the betrothal but the *maritagium* secured the grant at the marriage ceremony and could also add terms to the agreed contract.

---

<sup>115</sup> *Hatton's Book* p.xxxvii.

<sup>116</sup> *Beauchamp* no.380 (1237x54).



A contract, however, was just that - a promise not a receipt. As such it could be broken prior to marriage. William, count of Aumale, initially arranged to marry his two heiresses, c.1200, to men favoured by John and marital contracts were agreed which endowed them with lavish *maritagia*.<sup>117</sup> The heiresses, however, were disinherited by the birth of a brother and their value on the marriage market subsequently declined. The contracts agreed upon with Hubert de Burgh and Peter de Preaux were never finalised and better matches were found for John's favourites, leaving the two girls to marry others. This alteration in arrangements met with the approval of the king and so it is doubtful that the earl or his daughters received any compensation, or that the grooms were penalised for their failure to wed, but this was not necessarily the case in other circumstances. In the mid-twelfth century Ranulf son of Gedding, a member of Ranulf de Glanvill's household, for example, had arranged to marry his daughter to one William Beaumont of East Anglia. William, however, despite his arrangement with Ranulf, married a daughter of a certain Maurice de Barsham, thus breaking his contract. As a result of this alteration (and perhaps also due to Ranulf's links with the king through Ranulf Glanvill), William was amerced fifty marks and Maurice 100 marks.<sup>118</sup> The difference in the fines between the two men may reflect Maurice's culpability in forestalling the contracted marriage, perhaps by offering more tempting marriage portion. Another case brought over a breach of promise also shows that marriage contracts were taken seriously by the courts. These were generally handled in the ecclesiastical courts but occasionally a dispute spilled over on to the secular records. In 1231 the Prior of Bicester was summoned to discuss why he had allowed a plea between John de Ikeford and Roger Tyrel to proceed in his court.<sup>119</sup> The prior stated that John had a niece, Katherine, whom he had wanted to marry to William son of Ingram. Promises were made between them but William had been lured into marrying Roger's daughter and this could not be dissolved as sexual relations had occurred between the two. John had impleaded Ingram, who had advised his son to make this match, for damages and Roger had

---

<sup>117</sup> *Rotuli Chartarum in Turri Londinensi Asservati* (London, 1837) p.33 for the arranged marriage of Marion to Peter de Préaux and p.52 for Joan's to Hubert de Burgh.

<sup>118</sup> Lally, 'Secular Politics at the Court of King Henry II' p.170. The girl was eventually married because the king allowed that her groom would be released from his debts.

<sup>119</sup> *C.R.R.* vol.14 no.1544.



been drawn into the plea as he had come to Ingram's defense and he promised to pay John ten marks and a sparrow-hawk (*sperverum*) in damages.

Arrangements concerning the marriage endowments on at least one occasion actually continued after the wedding had taken place, perhaps to secure the provisions agreed upon before and again at the marriage. In 1228 an *inspeximus* was made of a contract which confirmed that Roger Bigod, son of Hugh, was to lodge £1000 at the New Temple in London on behalf of Alexander, king of Scots. In addition to this sum Roger was also to deposit a further 500 marks at the Temple from the 1,300 marks which Alexander had lent Roger to pay the fine which Roger had made with the executors of the earl of Salisbury. Alexander had then assigned this money to his sister Isabella, wife of Roger Bigod, and these sums were to be kept within the Temple until lands were purchased as a marriage portion for Isabella.<sup>120</sup> In total Isabella was to receive marital lands to the value of 2,000 marks.<sup>121</sup>

Finally a contract could also be agreed between two men where no bride was specified by name. Walter Russell of Ansty (Wilts.), agreed to grant William Attedonende and his first wife for their lives two and a half acres in the fields of Ansty, and reversion for life to John son of Walter Attedonende (a brother or nephew perhaps) if William never wed.<sup>122</sup> For this grant William paid Walter twenty-nine shillings and a rent of a half pence per annum. Walter and William may however have been in the process of negotiating for a bride when this contract was drawn up, or Walter may have already intended that William should be related to him by marriage, because another charter recorded the grant in *maritagium* of a messuage in Ansty from Walter Russell to one William de la Duneeynde with Matilda, Walter's daughter along with a curtilage and nine acres of arable land.<sup>123</sup>

### 3.5: Conclusion

Marriage in this period formed a contract between two families, one with tangible benefits for both. Marriage was not an infallible method of bringing two families

<sup>120</sup> *C.Ch.R.* vol.1 p.72.

<sup>121</sup> *C.Ch.R.* vol.1 p.73.

<sup>122</sup> Huntingdon Library HAD 2888 (undated). See appendix one no.9.

<sup>123</sup> Huntingdon Library HAD 2889 (undated but probably before 1281). See appendix one no.10.



together but it was one of the most effective techniques open to medieval society. The fact that marriage linked two families could create or strengthen regional or feudal ties.<sup>124</sup> The head of the family therefore often used marriage as a tool in order to create links between themselves and other men for a number of reasons, not merely to provide heirs for a family. Matrimony played an important role in the political, as well as the social, life of the twelfth and thirteenth centuries and marital alliances were not entered upon lightly. William of Poitiers explained the motivation for the proposed marriage of Robert Curthose to Margaret of Maine thus, 'William wished, as a wise conqueror and dutiful parent, to make the best provision for the future of his children ... for that reason he had Herbert's sister brought [to him] and destined her to marry his son'. He then, however, explained that William's real purpose in pursuing the marriage was so that Robert would have a claim to Maine through Margaret.<sup>125</sup> Indeed to benefit from the marriage William was willing to neglect the claims of Margaret's two elder sisters to inherit.<sup>126</sup> Although Holt rightly warned of the dangers of accepting familial links as evidence for political alliance without supporting evidence, the fact that there was almost certainly some motivation for a marriage should always be considered when contemplating the joining of two families. Such marriages were arranged and negotiated, and the result of these discussions were recorded in the form of a *conventio*. This document then formed the basis for the charters such as the *maritagium* created at the time of the actual marriage. The *conventio* itself would be the only record of negotiations until the marriage actually took place and the gifts were exchanged and as such it may have been worthless other than as evidence in any disputes over what had been agreed between the two.

Behind these marriage alliances, however, lies the thorny issue of status and social class within society in the twelfth and thirteenth centuries.<sup>127</sup> Warren, for example, ascribed the continental marriages of Henry II's sons and daughters to Henry's social insecurities because he lacked a pedigree pointing out that the daughters of the king

---

<sup>124</sup> C.A. Newman *The Anglo-Norman Nobility in the Reign of Henry I. The Second Generation* (University of Pennsylvania, Philadelphia, 1988). p.149.

<sup>125</sup> *The Gesta Guillelmi of William of Poitiers* ed. R.H.C. Davis and M. Chibnall (Oxford, 1998) p.63.

<sup>126</sup> F.M. Stenton, *William the Conqueror and the Rule of the Normans* (London, 1908) p.130.



of France had married within the bounds of France.<sup>128</sup> This, however, is a somewhat disingenuous approach to a man who was not only the lord of the greatest territory in western Europe, but who could choose to trace his ancestry through his grand-mother to the Anglo-Saxon royal house. Nevertheless it is logical to assume that marriage alliances were indeed bound up with the perception of relative status, as opposed to social class, because it is evident from negotiations of marital alliances that it was the aim of a man to conduct his own marriage, or that of his children, with as much advantage to himself and his family as possible. This advantage must consequently have entailed marriage with a family which was perceived as more 'prestigious' in some respect, for example with one's lord. A medieval definition of status may only have been an awareness that one family held more land, or could call upon a greater number of men but the marriage alliances illustrate that some feeling of social hierarchy was present even in the apparently uniform class of free tenants.

Furthermore as medieval society primarily revolved around men it is also likely that, paradoxically, women played a key role in marital strategies. Men sought political alliances with other men, and contracting a marriage, either out to another family with a female relative or by a woman marrying into the family, was one of the simplest ways of achieving this. Hence the greater the lord the more chance he would stand of attracting grooms for even poorly endowed daughters due to the benefits which could accrue from such a connection. Only men with extremely limited land must have been unable to marry off even one daughter in order to form links with others. It is one of the ironies of medieval society that, whilst women were legally powerless after marriage being under the power of their husbands, their marriages created the complex network of bonds <sup>upon</sup> which society depended on in order to function. /

---

<sup>127</sup> It is not clear to what extent medieval society had a perception of 'class differences' at this period: see P. Coss, *Lordship, Knighthood and Locality. A Study in English Society c.1180-c.1280* (Cambridge, 1991) for a discussion of this idea.

<sup>128</sup> Warren, *Henry II* pp.222-3.



## CHAPTER SEVEN: *MARITAGIA* AND MEN

As we have seen from the charter evidence, the marriage portion was generally given to a man with a woman. Even in those charters which record the grant of a *maritagium* to a woman, or to the couple, the husband was legally entitled to use of the land, including the right. The donor, in the majority of the charters, was also a man - usually the father or the brother of the bride<sup>1</sup> to temporarily alienate the *maritagium*, during his wife's lifetime without consulting her. If the *maritagia* was not alienated it would then pass to the heir, again the expectation was that the heir would be male, and, if not granted out, eventually merge with the patrimony losing its characteristic nature after the homage of the fourth heir. The marriage portion was thus very much the concern of men and must often have passed from one to another without any intervening female seisin of the gift. This chapter will therefore examine the relationship of men with the marriage portion, as donors or lords, as husbands and also as sons.

### 7.1: The Donors or their Heirs

Once granted by the donor to the couple, the marriage portion passed out of his (or her) hands.<sup>1</sup> We have seen that one attempt in 1236 by William de Benigwirth reclaim his daughter's *maritagium* in Lincolnshire because he disliked her choice of second husband was not permitted at the eyre.<sup>2</sup> Nevertheless it is evident from some of the charters that a donor could retain some control over the *maritagium* and not all the appurtenances of the land had to be granted with the marriage portion land; the advowson of the church, for example, could be retained whilst the remainder of the land was given.<sup>3</sup> Control over the *maritagium* may have also been accomplished by the donor simply remaining on the property after granting the land, perhaps due to illness or poverty, thus denying the couple adequate seisin. In a Lincolnshire plea

<sup>1</sup> This did not stop the donors from attempting to regrant the same land, however. In one 1236 case of disseisin brought against one Simon (the roll was damaged and hence only a fragment of this case remains), the jurors stated that a certain Alan gave the land to John in marriage *longe antequam aliquam terram terram daret predicto Simoni in feodo* and John recovered his seisin; *C.R.R.* vol.15 no.1906.

<sup>2</sup> *C.R.R.* vol.15 no.1932.



from 1202, for example, Alan son of Gunwat claimed land from his uncles Benedict and Godfrey as his mother's marriage portion.<sup>4</sup> Benedict and Godfrey denied this, claiming that after Alan's mother wed she and Gunwat had remained in her father's house, and were therefore never seised of the land. The three came to an agreement, probably that recounted in another roll whereby Benedict and Godfrey conceded two acres and Alan remitted all claim to other lands.<sup>5</sup>

Alternatively the donor could grant the marriage portion but specify that the gift would only take effect after the donor's death. Such post mortem grants could, of course, result in the subsequent claim that the donees were never adequately seised of the land or rent; as two of the examples given here come from boroughs it is possible that post mortem grants could only be made effective where the custom of the borough explicitly permitted them. At the start of the thirteenth century Stephen the Miller, with the consent of his wife and heir, granted Walter baker of Osney and Juliana, daughter of Stephen, his oven (*furnum*) with his house, mill, brewhouse (except twelve feet which his son Alexander was to hold from Walter and Juliana), and lands and rents in Oxford except his capital messuage in marriage.<sup>6</sup> Again, *hec omnia premissa, sicut predivisum est, concessi et liberavi post decessum meum predicto Waltero*. Later Stephen also granted Walter the capital messuage in Turl Street on the condition that if Stephen died first they would take care of Juliana's mother whilst she lived; the two couples were to live together unless they found that they could not do so amicably in which case Walter and Juliana were to leave until after Stephen's death.<sup>7</sup> Robert de la Wylderne, in the mid-thirteenth century, gave a messuage in Southampton with his daughter Edith in marriage.<sup>8</sup> The couple were only to enjoy this gift, however, *post decessum meum et Edithe uxoris mee*. Around this time Eve, daughter of Brian of Barforth granted William son of Geoffrey de

---

<sup>3</sup> For instance Robert le Vavasour retained the advowsons of Narborough and Bolton churches and Narborough chapel when he gave those manors with his daughter in marriage; *E.Y.C.* vol.11 no.114 (1189-1205).

<sup>4</sup> *The Earliest Lincolnshire Assize Rolls A.D. 1202-1209*, ed., D.M. Stenton, Lincolnshire Record Society 22, (1926) no. 414.

<sup>5</sup> *Feet of Fines for the County of Lincoln for the Reign of King John 1199-1216*, ed., M. Walker, Pipe Roll Society 29, (1953) no.98.

<sup>6</sup> *Cartulary of the Hospital of St John the Baptist*, ed., H.E. Salter, 2 vols., Oxford Historical Society 66 and 68, (1914-15) vol.2 no.501 (c.1210).

<sup>7</sup> *Ibid.* vol.2 no.503 (c.1215).



Manfeld two acres in Barforth (W.R. Yorks.), and half of her lands after her death.<sup>9</sup> Also in the mid-thirteenth century at the Surrey assize Walter Marshal stated, in defence of his plea against Lucy the widow of William the Marshal, that he had brought the claim against her because when he married his wife a certain woman called Avicia (who must have been a relative of Lucy or her husband), had promised him four marks in *maritagium* with her.<sup>10</sup> This had been reconfirmed by Avicia on her death bed, *Avicia quando laborat (sic) in extremis condidit testamentum*, but obviously the four marks had not been granted. Eventually, and perhaps because of the problems of such grants, particularly those of women, in this case Walter and Lucy made a concord whereby Walter remitted all claim to the four marks and Lucy gave him one mark.<sup>11</sup>

The marriage portion could also be returned to the donor for his lifetime by the donees. In the mid-twelfth century a charter was made by William, count of Aumale, in which he recorded that after his death his niece, Euphemia, the wife of Robert Brus, was to have the manor of Dimlington.<sup>12</sup> This, however, was land *quam ei dedi in maritagium* when she wed Robert and which she had granted to him for his lifetime for his maintenance and support (*pro adjutorio meo et manutenamento meo*). For this concession William had given Euphemia a gold ring and some pennies. In 1206 Richard of Ickworth and Sibyl, his wife, used the defence that the grantors, Sibyl's parents, had leased a carucate of land in Manston (Suffolk), from her *maritagium* against the claim of Sibyl's brother that the land rightfully belonged to him as inheritance.<sup>13</sup> In 1226 Isabella, widow of William Pirot, (who is also referred to as Sibyl in the suit), and her second husband claimed dower from eleven acres in Monewden (Suffolk), but the defence likewise countered that William had only held

---

<sup>8</sup> *St Denys* vol.1 no.95 (1252-79; probably 1261x63).

<sup>9</sup> *Pudsey Deeds* no.325 (early Henry III).

<sup>10</sup> *C.R.R.* vol. 17 no.1210 (1242-43).

<sup>11</sup> Similarly at the same time Robert of Wyndervill and Olivia his wife brought a similar claim against her brother Hugh stating that *Hubertus Jernegan ... legavit in testamento suo eidem Olive xxij marcas, quas ipsi Roberto promiserat in maritagium cum ipsa Olivia*. They also agreed to remit their claim but for ten marks; *C.R.R.* vol 17 no.838.

<sup>12</sup> *E.Y.C.* vol.3 no.1352 (1150x c.1160).

<sup>13</sup> *C.R.R.* vol.4 p.104.



that land as a lease from Nicholas son of Hugh, husband of William's daughter Letice, *cui terram illam dedit in maritagium*.<sup>14</sup> A jury was called but no judgement recorded.

The donees could also return all claim to the marriage portion to the donor rather than merely leasing it back to him. In the early-thirteenth century Robert, son of Alexander of Dereham, and Edith his wife quit-claimed to Reginald de Leges, Edith's father, the two houses which Reginald had given them in marriage.<sup>15</sup> In return for this Reginald gave them six marks. In 1230-1 Richard de la Launde acknowledged that one carucate and a rent in Kingston (Kent), were the right of Robert d'Aundely and Joanna his wife as his gift to them in free marriage.<sup>16</sup> In return for this concession Robert and Joanna then granted the land to Richard and his heirs to hold from them. Another charter recorded a grant of land by one Emma, widow of Gilbert Lynn, which noted that some of the land being given had previously been granted in marriage to a certain Gerald with Emma's daughter; the couple had subsequently quit-claimed this back to Emma.<sup>17</sup> Some of these grants, like that made to William, count of Aumale, may have been motivated by a wish to provide for the family of the donee. Although this is not explicitly stated in the charter of Richard son of Luke de Ledesbera he granted, with the consent of his wife, to his widowed mother-in-law the land which she and her husband Ralph had given him in *maritagium* with his wife, and she was to give him a robe each year in return.<sup>18</sup>

If the land were leased back to the donor, the terms by which the marriage portion was held could become open to misinterpretation, wilfully or otherwise, in succeeding generations and disputes could arise. In 1246 the court was asked if Henry de Marisco, father of William de Marisco had been seised of twenty acres in 'Skinthorp' as of demesne when he died.<sup>19</sup> Margery, daughter of Henry and sister of William, who held that land came and said that Henry only held that land for the term of his life by concession of Margery and Hugh de Bileham (who must have been Margery's late

<sup>14</sup> C.R.R. vol. 12 no.2527.

<sup>15</sup> P.R.O. E40/2511 (Henry III). For the original gift in marriage see E40/2539 (undated).

<sup>16</sup> *A Calendar of Kent Feet of Fines*, ed., I.J. Churchill, R. Griffin and F.W. Hardman, Kent Archaeological Society Record Branch 15, (1956)p.109.

<sup>17</sup> P.R.O. E40/538 (Henry III).

<sup>18</sup> Tait, *Chartulary of the Abbey of St Werburgh* vol.2 no.664.

<sup>19</sup> P.R.O. JUST 1/1045 m.33d.



husband) and that the land was Margery's marriage portion. Margery also proffered a charter made between them which testified to this and William agreed to come to a concord over the land.

The final method by which the original donor, or his heirs, could regain the land was if the bride died without having given birth to a living child. There are several thirteenth-century charters for which a return under such circumstances is the best explanation, although the reason for the return is not explicitly stated. Robert de la Felde made a charter to Ralph de Baskerville granting all his rights in one virgate of land in Tidpit in Martin (Hants.), which Robert had originally received from Ralph in *liberum maritagium* with Isabella, Ralph's sister.<sup>20</sup> As Isabella is not mentioned in this gift as joint donor it is probable that she had died and the land reverted to the donor of the *maritagium*. Registered in the same cartulary is a charter made around 1265 by Nicholas Cottelegh similarly quitclaiming to Geoffrey Foliot land in Badbury (Wilts.), which he had received with his wife, Joanna, daughter of Gilbert; again reversion of the land would account for this charter.<sup>21</sup> Towards the very end of the century, in 1296, Stephen the Marshal also returned a tenement in Spon St, Coventry, to Robert in le Hurne which Robert had given him in *liberum maritagium* with Alice his daughter.<sup>22</sup>

Any marriage land which had been returned to the donor by any method could then be regranted by the donor or his family and, in at least one case, the land was returned back to the original donee. A marriage portion had obviously reverted after the death of Alina, sister of John son of Geoffrey de Padebur, and wife of Hugh son of Henry, as the charter stated that the land had been held for her lifetime (*ad terminum vite sue*). In return for his homage and service and two marks John then granted the land, which consisted of six acres, a messuage, croft and meadow pertaining to half a virgate of land, back to Hugh and his new wife Matilda.<sup>23</sup> The land was not granted as a marriage portion, as the *maritagia* charters did not generally specify that the

<sup>20</sup> *Glastonbury Cart.* vol.3 no. 1174 (c.1255).

<sup>21</sup> *Ibid.* vol.3 no.1257 (c.1265).

<sup>22</sup> *E.R.M.C.* no. 491 (6 May 1296).

<sup>23</sup> *Luffield Priory Charters*, ed., G.R. Elvey, 2 vols., Northamptonshire Record Society 22 and 26, (1968-75) vol.2 no.628 (1240-50).



*maritagium* was held for homage and service indeed quite the opposite, and Matilda was no relative of John, being the daughter of one Vincent, but the charter specified that, should Hugh predecease Matilda, she was to hold the land for her lifetime. These favourable terms suggest that John was keen to retain Hugh's friendship or goodwill even after the end of John's marital links with the family.

The donor and his heirs, of course, also retained the rights to the reversion of the land in default of heirs until the entry of the third heir who performed homage and service for the land. The rent from the marriage portion if this had been assigned, or the land itself if only a rental income had been granted to the couple in marriage also remained to the donor. These latter rights could then be given to a third party so that the original donor was bypassed in some fashion. From the surviving evidence it seems that most commonly the rent paid by the donees was granted on. At the end of the twelfth century Roger the Engineer, for example, granted Luffield Priory the rent from the land which he had given William son of Gilbert as a marriage portion with Hawise his daughter, and in another, probably later, charter also gave the land *quas dedi filie me Hauus in liberum mariagium* [sic].<sup>24</sup> This latter grant may have been the result of reversion of the marriage portion, however, or the rights to lordship of the land as the donor could not, through later grants, affect his prior grant in marriage.<sup>25</sup> Similarly in the mid-thirteenth century Walter son of Geoffrey the clerk granted Sibton Abbey *homagium et servitium Alicie quondam uxoris Ade Beueriche sororis mee et heredum suorum cum toto tenemento quod dedi eidem Alicie in liberum maritagium*.<sup>26</sup> Walter de Samelhurst, at the same time, gave St Denys a grant which included the pound of cumin his sister and her husband paid from her marriage land.<sup>27</sup> Richard de Hentone granted Roger de Camera the rent of one pound of pepper from the hide of land in Upper Stratton (Wilts.), which had been granted in free *maritagium* with Josia.<sup>28</sup> Lords further up the tenorial ladder could similarly transfer their rights in the marital lands. In the early-thirteenth century Gilbert de Kellet, for example,

<sup>24</sup> *Ibid.* vol. 1 nos. 103-4 (c.1190-c.1200).

<sup>25</sup> A similar grant is that made by Pigot of Bretton to Serlo of Bretton of the land, *quam dederam filie mee Agneti in maritagium in villa de Brettona*; again the suggestion is that Agnes had died and the land had reverted and was granted out again. *The Chartulary of St John of Pontefract*, ed., R. Holmes, vol.2 Yorkshire Archaeological Society Record Series 30, (1902) no.300 (c.1210).

<sup>26</sup> *Sibton Cart.* vol. 2 no.367 (c.1240).

<sup>27</sup> *St Denys* no.387 (early-thirteenth century; after 1234).

<sup>28</sup> *Hungerford Cart.* no.7 (undated).



conceded to Cockersand Abbey six acres of his fee of Clacton which Gospatrick White had given to his daughter Milde and which William, Gospatrick's heir, had confirmed to her.<sup>29</sup>

The various transactions and transfers could easily become complicated. In about 1210 Henry son of Simon consented to the transfer of the tenement of Osbert the Smith which Ailwin Turner had given to Robert son of Waudri with Amicia, his daughter, in marriage.<sup>30</sup> Later, between 1220 and 1226, Henry conveyed the feudal lordship of this land to the hospital of St John, Oxford, and even later, around 1237-38, Amicia the donee, granted the actual tenement itself to the hospital.<sup>31</sup> Around the same time as this latter gift was made the Hospital leased the tenement back to Amicia and her new husband John de Henham; they must have then held the land until the middle of the century when the newly rewidowed Amicia finally surrendered the lease back to the hospital.<sup>32</sup> These transactions may have been some way of getting around conditions of the grant: on Amicia's death, if the land had been granted to her and her heirs by her first husband, then the land would have reverted to the donors leaving John without the land or Amicia may simply have needed the money and sold the land to the Hospital. As a consequence law suits could arise over who had the right to *maritagium* land. In 1211, for example, Saher de Quincy, earl of Winchester, sought judgement over one hide of land in Hempton in Chinnor.<sup>33</sup> Saher claimed that Richard de Vernon had granted that land to Alice his daughter, *que inde fuit seisita ut de maritagio faciendo servicium Waltero de Vernun*. After the king granted Saher that manor she did service to him as Walter's heir. After Alice's death Saher's agents had taken the land as escheat but had been ejected from the land by the sheriff of Oxford who had one Amaury son of Robert, the defendant, in custody. Saher argued that this was done unjustly as Amaury son of Ralph, Amaury's grandfather and who must presumably have been husband of Alice, had quitclaimed all his right in that land to Walter de Vernon and Alice had done likewise leaving Saher as heir.

---

<sup>29</sup> *The Chartulary of Cockersand Abbey*, ed., W. Farrer, 7 vols., Chetham Society new series 38-40, 43, 56-7, 74, (1897-1909) vol.3 part 1, pp.887-8 (1211x36).

<sup>30</sup> Salter, *Cartulary of the Hospital of St John* vol.1 no.275.

<sup>31</sup> *Ibid.* no.275 (1220x6) and no.277 (1237x38)

<sup>32</sup> *Ibid.* no.278 (1237x38) and no.279 (1252x53).



Donors or their heirs could thus retain a degree of control over the *maritagium* even once it had passed from their hands into those of the donors. It was also important for donors to keep track of the land to safeguard their rights, particularly that of the reversion of the land.

## 7.2: Confirming the Gift

The heir of the original donor could also be involved in the gift of the marriage portion. We have seen that, on occasion, the original grant of the *maritagium* recorded the consent of the heir to the gift.<sup>34</sup> The heir could also issue separate charters confirming the grants made by his father, either in the lifetime of his father or after acquiring the inheritance. The purpose of such confirmations is not completely clear but is tied up with the nature and development of land holding in this period. Some legal historians (notably Thorne), argued that before the late-twelfth century an heir inherited his lands free of all the alienations of his predecessor and hence his confirmation was a necessity if the grant was to continue. Maitland stated that to the end of the twelfth century a tenant in fee commonly sought the consent of his heir to the alienation.<sup>35</sup> Confirmations made after the heir inherited would thus be continuation of this tradition. More recently historians such as Holt or Hudson have argued that the evidence available does not support Thorne's position and that the consent of the heir, and hence confirmations made on accession to the inheritance, were not necessarily made in order to secure the grant but were desirable as a result of a combination of factors such as the desire of the grantee to make his seisin as firm as possible. Confirmations could also be given when the donor had outlived the donees. Reginald, earl of Cornwall, issued a confirmation to William de Boterell, which restated his grant of land made to William de Boterell senior including land given to this latter William with Alice Corbet, Reginald's aunt (*cum matertera mea*).<sup>36</sup>

---

<sup>33</sup> C.R.R. vol.6 pp.140-1.

<sup>34</sup> See Hudson, *Land, Law and Lordship* ch.6 and pp.276-7 for a discussion of the participation of heirs in donations or grants. See also S.E. Thorne, 'English Feudalism and Estates in Land' in *Cambridge Law Journal* (1959), 193-209; S.D. White, 'Politics and Property in Early Medieval England: Succession to Fiefs', *Past and Present* 65 (1974), 118-27; S.F.C. Milsom, *The Legal Framework of English Feudalism* (Cambridge, 1976); Holt, 'Feudal Society and the Family: II Notions of Patrimony' in *T.R.H.S.* 5<sup>th</sup> series 33 (1983), 193-220.

<sup>35</sup> Pollock and Maitland, *History of English Law* vol.2 p.13. Charters which noted the consent of the heir were not, however, as common as Maitland estimated.

<sup>36</sup> *Redvers* no.15b (1171x75).



These confirmations were thus recorded for a variety of reasons and it is not necessary to assume that the heir had the power to disallow the original grant even in the twelfth century.

A number of *maritagia* confirmations made by heirs survive ranging from the twelfth to the late-thirteenth century and into the fourteenth century. One of the earliest such charters, dating from the mid-twelfth century, for example, is that of Earl Simon St Liz III which confirmed the lands given in marriage by his father to Isabella, his sister and William Mauduit.<sup>37</sup> Slightly later William Chefre confirmed to Geoffrey de Bleis, *propter homagium et servitium eius*, land which Geoffrey's mother, Agnes, had held from William as her free marriage, that is a meadow, two and a half acres, and one and a half acres on the hill in Walpole (Suffolk).<sup>38</sup> Homage and service for *maritagium* land was not due until the third heir according to the custom of England, and this early performance may have been a special concession for some reason. Like those charters which granted the *maritagium* for homage and service it is unclear why this was given at this stage.

These confirmations also use granting language but most make it apparent that they are not original grants by inserting a clause noting that the land had previously been granted in marriage to the donee. The charter of Lawrence the donor stated that he had conceded and quit-claimed the land, and noted at the end of his charter that, *pro hac concessione...predicta Matilda [his sister] dedit michi dimidiam marcam esterlingorum* which is atypical of *maritagia*.<sup>39</sup> It is also difficult to ascertain when the confirmations were actually made although many would have been made around the time of initial donation. None mention that the confirmation was made at the church door. The cartulary of Thurgarton Priory, for instance, records two versions of the grant which Robert of Fiskerton, one of the priory's free men, made to Ivo son of Richard of Morton in *maritagium* with Beatrice his daughter in the early to mid-thirteenth century, and one charter of Robert son of that Robert giving Ivo, *totam*

---

<sup>37</sup> *Beauchamp* no.177 (1158x74).

<sup>38</sup> *Sibton Cart.* vol.3 no.767 (before c.1212).

<sup>39</sup> *Oseney Cart.* vol.1 no. 127 (c.1250). Similarly in 1330 John the Chaplain granted Adam de Slaydon and Mary his sister a marriage portion for *quandam summam argenti: St Frideswide* vol.1 no.672 (c.1330).



*terram quam Robertus pater meus ei dedit in liberum maritagium*, which we can assume was made at about the same time as the original.<sup>40</sup> It is also evident, as we have seen, that confirmations were often, although not invariably, made in return for a gift and, or a sum of money which may have been a form of counter-gift or a limited compensation for the removal of the *maritagium* from the heir's demesne. Such charters may have been more likely to have been made after the death of the donor.

In the following two charters the confirmations may have been sought because both donees were unmarried when their brothers succeeded, and although Glanvill had stated that an heir could do nothing against the grant of his father a prudent woman would take steps to ensure the co-operation of the heir. William de Solars confirmed that his father had granted Matilda, his sister, two virgates of land which *ei dedit ad ipsam maritandam* and in return she gave him a brooch (*firmaculum*) worth half a mark for this charter.<sup>41</sup> Henry Sad also made a charter of confirmation to his sister, Christine, for land which their father had given her for *ad liberum maritagium* in return for one mark. This charter noted that she was to hold the land from a certain William Wastinel for twelve pence per year and may have been occasioned by the grant of Christine's service to William. Other confirmations may have been necessitated by law suits either brought by the donees themselves or their descendants. One of the earliest surviving fines, for instance, from 1198, recorded the suit brought by Ralph le Ferre and Emma his wife against Walter, who was probably Emma's brother as Ralph and Emma claimed that Walter's father, Herbert, had given Emma half a hide of land as a *maritagium*.<sup>42</sup> Walter acknowledged the land to be Emma's free marriage in court and they gave him five marks. Likewise in 1208 Adam, son of Roger, summoned his cousin Herbert son of Grimbald, to warrant him of a charter made by Grimbald to Roger.<sup>43</sup> This charter, which is cited in the record of the case, noted that Grimbald had given two oxgangs in Elhale and half a carucate of land to Roger and his heirs with his daughter, Sunneva, in frank marriage. Herbert warranted the charter and Adam gave him five marks for this. It is also probable that

<sup>40</sup> *Thurgarton* no.96 (early-mid-thirteenth century).

<sup>41</sup> P.R.O. E326/3054 (undated).

<sup>42</sup> *Feet of Fines 10 Richard I* no. 169.

<sup>43</sup> *Final Concords of the County of Lancashire*, ed., W. Farrer, Lancashire and Cheshire Record Society 39, (1899) pp.26-7.



confirmation charters served as a reminder to all concerned of how the land was held which was necessary if the land was ever to revert to the donor's family or in the event of future disputes. In one charter William, son of Matthew de Craunathe made a confirmation to his nephew Roger son of Robert of one messuage and a salt work in Middlewich (Cheshire) which Matthew had granted to Robert with Ellen, his daughter, in marriage.<sup>44</sup> The charter also stated that the land would devolve to Alice, Roger's sister, if he died without heirs and then revert to William or his heirs if Alice died without children. This charter thus restated the legal pattern of *maritagium* inheritance and reinforced the fact that the land was indeed held as *maritagium* both to Roger and the community at large.

A counter-gift did not have to be given in return for the confirmation charter: Nicholas son of Andrew Lippard, for example, did not receive a fee for his thirteenth-century confirmation to Lucy his sister of the marriage portion granted with her to Roger Falconer by Hugh their brother.<sup>45</sup> In addition to this confirmation Nicholas added the gift of one third of the land on Chester High Street on which their father had lived. The charter also stated that these lands were to be held from Nicholas according to the terms of Hugh's charter, and the confirmation may have been occasioned by the transfer of Lucy's rent from Hugh to Nicholas which had taken place. Alan, lord of Treyndwal (possibly Trenderal, Cornwall), for example, ratified the donation which his father had made to Robert de Brevannek as a marriage portion with Rohaise, Alan's cousin.<sup>46</sup> In addition to this Alan gave William, son of Rohaise and Robert, freedom from their suit of court.

A confirmation charter could also be made by the donor or his family when the donees themselves granted the marriage portion to a third party. Again the reasons behind these confirmations are as varied as the circumstances of the original grants. Grants and their confirmations made to religious houses may, for example, express family solidarity in patronising a favourite foundation. Henry Rudel and Robert Russel, with the assent of Alice, wife of Robert and sister of Henry, made a joint grant to

---

<sup>44</sup> P.R.O. E40/8612 (undated).

<sup>45</sup> P.R.O. C146/3659 (Henry III).

<sup>46</sup> P.R.O. E40/10348 (undated).



Carisbrooke Priory about 1230 of land, including three acres in Clatterford and a messuage in Carisbrooke, which had been granted with Henry and Alice's mother in marriage.<sup>47</sup> This charter was confirmed by William son of Walter, probably Henry Rudel's brother, and Richard his son.<sup>48</sup> Such confirmations were not just made when land was granted on to religious houses: Ingram de Woolford had a charter made noting that he had conceded one virgate of land in Woolford to Walter de Cumthone for his homage and service.<sup>49</sup> This was, according to the charter, land which Geoffrey Brito had held with Isabella, sister of Ingram, and which Isabella had given to Walter in court after the death of Geoffrey. Again this confirmation was issued for a fee, Geoffrey gave Ingram two marks and a cow worth seven shillings and three marks to Isabella. At the end of the twelfth century Robert de Cleasby made a charter for Thomas son of Robert de Barton and Cecily his wife confirming the carucate of land in Scotton and half carucate in Brompton-on-Swale which Harsculf, his father, had given to Ralph the Sheriff in marriage with Oriota, Robert's aunt, and which Ralph and Oriota had given to Thomas in marriage with Cecily.<sup>50</sup> Again these charters would help to secure the grant but would also act as a note of the grant of the land in case the land ought to revert to the donor at some stage.

Confirmations were also sought from, and granted by, the initial donor's lord. For most tenants the lord's participation in the alienation of land was probably a custom rather than a mandatory requirement and with two main functions: to protect the interest of the lord; and to increase the security of the grant.<sup>51</sup> In the twelfth century Clement, abbot of St Mary's, York, confirmed the gift of a carucate in Little Danby, half a carucate in Myton-on-Swale, and a toft in York, which Abraham, the tenant of the abbey, had made to Thomas of Holtby with his daughter from land which Clement had previously assigned to Abraham.<sup>52</sup> Furthermore Clement promised that he would retain Thomas's service not grant it away. For unfree tenants this confirmation would have been more vital due to limitations on the ability to alienate land. Tenants holding in-chief of the crown may also have been in a weaker position than lower tenants with

<sup>47</sup> Hockey, *Cartulary of Carisbrooke Priory* vol.1 no.96 (c.1230).

<sup>48</sup> *Ibid.* no.97 (c.1230)

<sup>49</sup> *Oseney Cart.* vol.6 no.1099 (before 1205 when Walter granted the land on; no.1102).

<sup>50</sup> *E.Y.C.* vol.5 no.204 (c.1175x1201).

<sup>51</sup> Hudson, *Land, Law and Lordship*, p.215.



regards to alienation of their lands for the king was much more powerful than any other lord. The king's confirmation, however, was also particularly desirable as it acted as a barrier to challenge by others. John, for example, confirmed in 1208 that Waleran, earl of Warwick, had given his daughter Alice the manor of Walton as a marriage portion and despite the attempts of Alice's half brother to claim the manor it remained Alice's *maritagium*.<sup>53</sup> Other royal confirmations may have been required because the original donation had been made from the royal demesne. Stephen confirmed the gift of Euphemia, countess of Oxford, to Colne Priory which she had made from the marriage portion which Queen Matilda had granted her.<sup>54</sup> Henry, at Stephen's request, confirmed the manor of Stanton Harcourt to Milicent, wife of Richard de Camville, which Adeliza, Henry I's queen, had granted her in *maritagium*.<sup>55</sup> Again with these confirmations we can see the involvement of the wider community in history of the marriage portion.

Confirmations were thus made for a variety of reasons and resulted from the interaction of social and economic forces on both the confirmer and the donee. These confirmations show the <sup>confirming</sup> ongoing involvement of the donor's family in the marriage portion. At its most simple the reiteration of the terms of the original grant in the succeeding generation, whatever other motivation, can only have served to remind the community at large, as well as the parties involved, of how the land was held. The confirmation could be vital in case of later disputes over the *maritagium* either as direct proof or as an *aide-memoir* for the community on how the land was held. In 1203 Emma of Luddesdown met the claim of her relative (probably nephew) Reginald to a quarter of a knight's fee in Preston (Kent), which she stated to have been given to her *ad se maritandam* with her father William's charter, and confirmations by her brother Reginald son of William, King Henry II, and King John; unsurprisingly Emma regained her land.<sup>56</sup> It is, however, probable that not every heir issued a confirmation; as we have seen, the legal records bear witness to the number of heirs who attempted to reclaim *maritagium* land after the death of the donor (although in some cases this

---

<sup>52</sup> *E.Y.C.* vol.5 no.356 (before 1184).

<sup>53</sup> *Beauchamp* no.289 (30 November 1208).

<sup>54</sup> *R.R.A.N.* vol.3 no.242. This land came from the honor of Boulogne which was Matilda's inheritance.

<sup>55</sup> *R.R.A.N.* vol.3 no.140 (1154).



may have been a legal device to note seisin of the land). Walter de Grancurt was clearly unwilling to confirm his father's gift, and his seizure of his sister's marriage portion was certainly not motivated by an urge to register the grant: in the suit brought against him in 1206 by his nieces the jurors stated that, *Willelmus de Grancurt dedit predictam terram Hugoni de Candos in maritagium cum predicta Ascelina [sister of Walter] ... et dum ipsa jacuit in infirmitate sua unde obiit, xv diebus ante obitum suum venit Walterus cum multitudine gencium et posuit se in terram illam.*<sup>57</sup>

### 7.3: A Husband's Use of the *Maritagium*

With the exception of the practice of some boroughs, and until the enactment of *De Donis*, a husband was entitled to complete control of his wife's *maritagia* lands during his lifetime; this applied equally to a first, second, third or later husband.<sup>58</sup> Temporary gifts, grants, or sales could be made with impunity and many husbands made use of this ability: prior to 1144, for example, Baldwin of Portsea gave land in Portswood (Hants.) which he held from John de Port and Richard de Camville. This land had formed the marriage portion of his wife and he gave Quarr Abbey everything except one virgate which he had granted to his brother Payn.<sup>59</sup> Much of the primary evidence for grants of the marriage portion by husbands comes from the cartularies made by religious houses and it is thus hardly surprising that much of the evidence shows husbands granting their wives' *maritagia* to the church.

Permanent alienations required the freely given consent of the wife, and preferably also her confirmation in her widowhood should she outlive her husband. At least two husbands recognised that their grants were precarious until such a time. Around 1220 Robert son of Simon Clerk of West Hatton (Northants.), sold a house and croft there which was Eva's *maritagium* with the assent of his wife, Eva; his charter noted,

---

<sup>56</sup> C.R.R. vol.2 p.268 and C.R.R. vol.3 p.48 for the conclusion.

<sup>57</sup> C.R.R. vol.4 p.102.

<sup>58</sup> In a suit from 1220 Edelina del Broc denied that she could have granted away her *maritagium*, *quia ipsa nunquam inde seisinam habuit ita quod eam dare posset, quia Stephanus vir suus dedit terram illam in maritagium cum Clementia filia sua Alano de Plugenhay, ...et post eum Waundricus de Curcell' duxit eam in uxorem et habuit eandem terram...; et, defuncto Waundrico, idem Henricus [de Braybof] duxit eam in uxorem et eandem terram cepit cum ea ut maritagium ipsius Clementie;* C.R.R. vol. 8 pp.362-3.

despite registering Eva's consent, that, *si warrantizare non poterimus quia de mariagio uxoris mee est eschambium ad valenciā dicti mansi et crofti ipsi et heredibus suis ego et heredes mei faciemus de terra nos contingit iure hereditario in eadem villa.*<sup>60</sup> Twenty years later a grant by Reginald Ole to Sibton Abbey from his wife's marriage portion, was similarly made *consilio et bona voluntate Alicie uxoris mee*, stated that, *si forte Alicia uxor mea supervixerit me et voluerit alicuius consilio huic donationi mee contradicere concedo ... habeant tantam terram et eadem mansura in crofto meo.*<sup>61</sup> The confirmation by their son William also included a clause to the effect that the land would be replaced if Alice desired to retain it in her widowhood.<sup>62</sup>

Many husbands did act with the consent of their wives and recorded this on their charters to the benefit of all concerned. The cartulary of Oseney Abbey records the charter of Henry son of Guy and Scolastica his wife granting a messuage and other lands to Thomas the Chaplain which had been given as a marriage portion with Scolastica; for this Henry received one mark and Scolastica half a mark.<sup>63</sup> A later charter, made by Scolastica in her widowhood to William, Thomas's assign conceded the messuage which *maritus meus et ego ... vendidimus de maritagio meo* and for this Scolastica received a further eight shillings.<sup>64</sup> The grant was secure and both Henry and Scolastica gained financially. Many joint grants to religious houses, made for the souls of the donors, were almost certainly also a mutual, or mutually acceptable decision. This was made explicit in a charter from the late-twelfth century: Peter de Lacy and Constance, his wife, granted Cirencester Abbey one hide of land in Chesterton which had been given to Peter with Constance by her brother Hasculf Musard, for their souls and those of their parents.<sup>65</sup> The charter also contained a clause registering Constance's consent reading, *ego vero Constancia, non compulsam meque coacta ab aliquo set ex propria et bona voluntate mea, hoc facio et concedo legaliter et firmiter.* Robert II de Vilers, baron of Warrington, with the assent of his

---

<sup>59</sup> S.F. Hockey, *Quarr Abbey and its Lands 1132-1631* (Leicester, 1973) p. 85.

<sup>60</sup> Franklin, *Cartulary of Daventry Priory*, no.792.

<sup>61</sup> *Sibton Cart.* vol.2 no. 392 (c.1240).

<sup>62</sup> *Ibid.* vol.2 no.393 (probably c.1240).

<sup>63</sup> *Oseney Cart.* vol.2 no.822 (c.1220).

<sup>64</sup> *Ibid.* vol.2 no.823 (c.1230).

<sup>65</sup> *Cirencester Cart.* vol.2 p.333 (before 1176).



wife Mary, gave her *maritagium* of four and a half bovates to Thurgarton Priory in the second quarter of the thirteenth century, *pro anima mea et anima Marie uxoris mee* which may show that Mary's consent was genuine.<sup>66</sup> In contrast in the mid-twelfth century William son of Orm granted land from his wife's marriage portion to Furness Abbey *pro salute anime mee et parentum meorum* only, although his wife was alive and received a gold ring from the monks.<sup>67</sup> Peter son of Hugh of Burley, with the consent of his wife Felicity, sold a toft in Derby to the monks of Darley Abbey for four marks in their great need (*magna compulsus necessitate*), which he had received in marriage from Willam de Russale with Felicity and again Felicity's consent was probably genuine.<sup>68</sup> The number of *cui in vita* cases on the rolls, however, show that an equal number of husbands granted or sold the marriage portion without the consent, or freely given consent, of their wives.

More unusually than sales or grants there is evidence that at least two husbands swapped the marriage portion of their wives for more acceptable lands. Both examples come from the twelfth century. Prior to 1157 Eustace fitz John, husband of Agnes the daughter of William, constable of Chester, swapped her marriage portion in Loddington and Hilderthorpe for the town of Watton and then gave it to found a convent.<sup>69</sup> Robert de Daiville also swapped over the *maritagium* of his wife when he rationalised his holdings in Langford (Notts.); he had held half of Langford from Roger de Mowbray in fee and half from Robert de Stuteville in addition to Kilburn in *maritagium* with Juliana his wife, sister of Robert. Robert de Stuteville and Roger de Mowbray agreed to swap Kilburn for half of Langford and must have agreed to do so in such a way that the former marriage land became held in fee and vice versa as Robert de Daiville assigned Juliana dower in Kilburn (which had been her marriage portion) and she was persuaded to quitclaim her dower right in Langford (presumably

---

<sup>66</sup> *Thurgarton* no.601 (1223-32). In 1231-2 Mary's brother, Ralph son of Ralph claimed that Robert had no right to assign this land to Thurgarton as Robert would hold from him as the heir to the land. On 20 August 1232 the three made a concord whereby Ralph was recognised as the rightful owner of the land and then granted it back to the couple. Ralph then assigned the rent which he received from Robert and Mary for the land to Thurgarton. Mary eventually assigned the land in her widowhood on 6 October 1236; *Thurgarton* p.clxx.

<sup>67</sup> *Furness* vol.2 part 1, p.169 (c.1150).

<sup>68</sup> *Darlington, Cartulary of Darley Abbey* vol.1 A42 (thirteenth century); A44 notes the confirmation of this grant by William de Russale.

in return for *maritagium* rights there).<sup>70</sup> It is probable that more husbands acted in this fashion but there is no supporting evidence.

A husband could also, if he so desired, finalise a grant which his wife had made, or wanted to make herself while under his power. In 1154 Walter, the husband of Matilda daughter of Fulcred of Peasenhall, made a charter to Blythburg<sup>h</sup> Priory granting the monks six acres in Darsham (Suffolk), *de libero maritagio Matildis uxoris mee, ea similiter dante et concedante*, on the occasion of Walter and Matilda being accepted as brother and sister of the priory.<sup>71</sup> When, however, William son of Fulcred, Matilda's brother, Beatrice his wife, and John his son and heir, came to confirm this gift they only mentioned that Matilda had made a donation to Blythburgh Priory, *scilicet de Dersam terram quam Fulcredus pater meus dedit ei in liberum maritagium* and did not note William's grant.<sup>72</sup> Early in the thirteenth century William Talun confirmed his wife's gift of twelve pence to Drax Priory which she had made in her will (*uxor mea dimisit eis ad testamentum suum*) from her marriage portion.<sup>73</sup> Around the same time Norman of Peasenhall confirmed the grant of three shillings rent a year to Blythburgh Priory, *quos Amable uxor mea dedit predicte ecclesie et cononicis de libero maritagio suo*.<sup>74</sup> Their son, Ralph, also confirmed this rent, *quem scilicet redditum Amable mater mea legavit predicte ecclesie ... de libero maritagio suo*.<sup>75</sup> Husbands could also take over responsibility for their wife's kin, not just their own. In the thirteenth century, although King John forced William de Forz II to marry Aveline, daughter of Richard de Montfichet, William married Aveline's sister, Margaret, to a tenant Peter de Fauconberg with eleven bovates of his own demesne.<sup>76</sup>

Morally and pragmatically it was also likely that it was the obligation of a husband to maintain the *maritagium* against anything detrimental to it. At the turn of the

<sup>69</sup> E.Y.C. vol.2 no.1109 91150x57): this is a confirmation by Agnes's second husband, Robert fitz Count. See also *Hatton's Book* no.515 for Agnes's confirmation charter.

<sup>70</sup> E.Y.C. vol.9 no. 17 (1154x70).

<sup>71</sup> *Blythburgh* vol.1 no. 214 (18 October 1154).

<sup>72</sup> *Ibid.* vol.1 no.212 (c.1154).

<sup>73</sup> E.Y.C. vol.6 no.36.

<sup>74</sup> Harper-Bill, *Cartulary of Blythburgh Priory* vol.2 no.380 (before 1217).

<sup>75</sup> *Ibid.* vol.2 no. 381 (first third of the thirteenth century).

<sup>76</sup> English, *Lords of Holderness* p. 48.



thirteenth century Ranulf III, earl of Chester, for example, was entangled in a dispute over the marriage portion of his second wife, Clementia de Fougères, soon after their marriage.<sup>77</sup> The manor of Long Bennington, which had been assigned to Clementia in her *maritagium*, was claimed by her great-uncle William de Fougères and William's assent to the grant of Clementia's *maritagium* lands in Normandy was also required.<sup>78</sup> The dispute was settled in 1200 but not, apparently, abided by by William; and with the additional loss, in 1204, of Clementia's lands in Normandy, Ranulf seems to have taken Long Bennington into his hands permanently.<sup>79</sup> Several charters of Clementia's widowhood survive which confirm grants made from her lands of Long Bennington and these illustrate that a combination of Ranulf's actions and William's inability to claim any English lands after the loss of Normandy ensured that Clementia retained a *maritagium*.<sup>80</sup>

The *maritagium* must therefore have been a welcome addition to the resources of a husband; for men who wanted to extend their lands, or gain access to land, the combination of a marriage portion and dower would have made a widow a very attractive proposition. We can see this particularly with regard to Simon de Montfort, earl of Leicester, whose disputes with Henry III over the dower and *maritagium* of Eleanor, the king's sister, show the stress which Simon placed upon gaining control of all the lands to which Eleanor was entitled.<sup>81</sup> The political ramifications of this marriage, the initial rebellion raised by Eleanor's and Henry's brother, Richard of Cornwall, and Simon's increasing hostility towards Henry which resulted from the problems of Eleanor's lands and which played a major role in his part in baronial rebellion, all serve to place further stress upon the importance of marriage and the marital endowments during this period.

---

<sup>77</sup> *Earls of Chester* no.318 (7 October 1200) and 334 (1201x4).

<sup>78</sup> Clementia was the widow of Alan de Dinan and much, if not all of the *maritagium* which passed to Ranulf seems to have been that which had been previously granted to Alan; the agreement between Ranulf and William de Fougères referred to lands which had been granted to Alan in *maritaggio* with Clementia. *Earls of Chester* no.318.

<sup>79</sup> *Ibid.* no.318 (notes to the charter).

<sup>80</sup> *Ibid.* no.442 (1233x35). This shows Clementia confirming the grant of land in Long Bennington for Savigny Abbey.

<sup>81</sup> Maddicott, *Simon de Montfort, passim*.

#### 7.4: Sons

An heir would expect to inherit his mother's marriage portion, either on her death or, if she predeceased her husband, on the death of a surviving husband, if this had not been granted away either by the husband or by the widow. Many of the charters which provide evidence for the gift of the *maritagium* were made by the heirs or descendants of the original donees and show that the marriage portion did indeed pass to the heir. As we have seen the inheritance of the *maritagium* by the heir seems to have been the main aim of the donors, certainly by the mid-thirteenth century and some heirs, even prior to *De Donis*, attempted to deny that their father could grant away their mother's *maritagia*. At the turn of the thirteenth century in a plea of disseisin brought by William son of Walter, Herbert son of Alan called Walter, William's father, to warrant his seisin of the land. Walter stated that he had received the land in question, one hide, with his wife Richenda and had given it to Herbert with his daughter, William's sister, in *maritagium* with William's consent.<sup>82</sup> William denied he had made a confirmation charter and asked the court if his father could grant his mother's lands (here he used *hereditas* although Walter stated that he had received the land *cum uxore sua*). Unfortunately no such judgement was recorded. Also at the start of the thirteenth century Joanna wife of John de Criol claimed one knight's fee in Worthington (Leics.), from her brother, Peter de Goldinton, as her marriage portion, given to her on her marriage to her first husband, William Pantulf.<sup>83</sup> Peter claimed that the land was the marriage portion of their mother and *eidem descendit tanquam recto heredi* and also *quod patri suo non licuit dare terram illam*. This was obviously not a strong defence as, in 1204, Joanna and Peter made an agreement over the land whereby Joanna was given an exchange of lands, but Peter's initial defence may be a reflection of an earlier custom which had fallen out of use by

---

<sup>82</sup> *R.C.R.* vol. 2 pp.202-3. The case is slightly confused by the fact that the scribe seems to refer to William as Walter towards the end of the case.

<sup>83</sup> *C.R.R.* vol. 1 p.163. In 1227 a jury was summoned to see if Emma daughter of Herbert, mother of Richard son of Ranulf had died seised of half a virgate which William Harewold and Cecily hold in 'Karleton'. William and Cecily claimed that Ranulf had given Cecily the land for her homage and service to which Richard claimed that any charter made by his father ought not to harm his interests because the land was the marriage portion of his mother and his father could not give away the marriage portion of his wife. The jurors, however, stated that the land was not *maritagium* but given for homage and service; Herbert Fowler, 'Roll of the Justices in Eyre Bedford, 1227' no.302.



this time.<sup>84</sup> There were no such attempts to claim that a widow could not alienate her *maritagium* which perhaps shows the perception of the woman's rights against those of the man. Unlike dower land, however, which could be neither alienated or damaged by the widow, there were no such controls on the marriage portion being handed on intact by a widow. In 1232 Hugh de Mancetter, for example, brought a plea of waste of dower against his mother, Emma, and her husband claiming that they had pulled down seven houses, rooted up two houses and sold twenty oaks.<sup>85</sup> The couple agreed that they would do nothing which might hinder reversion to Hugh saving only the land which Emma had in marriage. A son could therefore find that his inheritance of the *maritagium* could be diminished or non-existent after the death of his parents.

Some women, however, assigned their marriage portions to their sons during their widowhoods, a practice which occurred in both the twelfth and the thirteenth centuries. Such assignments may possibly have involved some form of coercion, or perhaps, particularly in the twelfth century, sons were able to exert control over their mothers' lands by custom. John de Boscherville, for example, granted seisin of Allextun to his uncle John de Bachevais and only in a late clause did the charter note that this was made with the consent of his mother Alice, *cuius maritagium est terra prefata*.<sup>86</sup> Nor did Alice receive any compensation at that time for the grant, unlike John. A case was brought by Almaric the steward against his step-father Walter of Stanton in 1199 that he had married Almaric's mother, Albreda, without permission.<sup>87</sup> The plea may have arisen from the loss of Almaric's rights over Albreda's remarriage. The fact, however, that the dispute concerned Albreda's *maritagium* of Cropwell (Notts.), that the concord between the two men settled five marks per annum on Almaric as a result of his loss, and the fact that Walter later stated that he only had an interest in the land while Albreda lived, suggests strongly that it was the control of Albreda's *maritagium* and the loss to Almaric after she remarried that was at stake. A charter made by Henry I to Nostell Priory included the information that Adeliza,

<sup>84</sup> C.R.R. vol.3 p.204.

<sup>85</sup> *Warwickshire Feet of Fines vol.1 1195-1284*, ed., F.C. Wellstood, Dugdale Society 11, (1932) no.447.

<sup>86</sup> *Hatton's Book* no.146 (c.1160).

<sup>87</sup> R.C.R. vol.2 pp.124-5.

widow of Ralph Chesney, had given two hides of land in Salden which her son Simon had given her in lieu of her marriage portion, although no further detail is provided.<sup>88</sup> We know that some twelfth-century women did lose control of their rightful lands to men, notably the confiscation of the lands of Matilda de l'Aigle by her husband Nigel de Mowbray after their separation and the by-passing of Beatrice de Say in favour of her sons in the inheritance of William de Mandeville in the late-twelfth century. The most likely and simple explanation, however, for grants to sons is that the gift was made because that son had no other lands either not having yet inherited, or being a younger son. One school of historical thought has argued that the eleventh century saw a shift from inheritance customs involving partition of lands to narrower systems of primogeniture or *parage* and the granting of the *maritagia* by widows to their sons may have arisen from this change.<sup>89</sup> It is also clear that the widow's control of her dower, any joint enfeoffments, and her *maritagium* could considerably affect the size of the heir's inheritance: in a *cui in vita* plea by Richard le Scryneyn and Ermelina his wife over four acres in Pontefract (W.R. Yorks.), Robert son of Simon le Polet, the son of Ermelina's late husband, was called to warrant. When asked if Robert had any land with which to warrant, it was claimed that he had a messuage in Pontefract but Richard and Ermelina claimed that she was in seisin of that land by feoffment and that he had no other land.<sup>90</sup> The grant of the *maritagium* may therefore have been a form of compensation in some cases.

At the end of the twelfth century Matilda of Rimington granted land from her *maritagium* to both a daughter and a son. In what may be the earlier charter Matilda granted William of Whitewell six acres, a messuage and other land in Rimington (W.R. Yorks.), with Alice her daughter from her free marriage portion.<sup>91</sup> She also granted her son Warin, with the consent of Elias her son and heir, the remaining bulk of her marriage portion in Rimington.<sup>92</sup> It is not possible to contrast the two gifts but a crude guide to the comparative value of the two is perhaps provided by the terms on which each gift was held: William and Alice were to pay one pound of pepper in rent

<sup>88</sup> *R.R.A.N.* vol.2 no.1678 (1118x30).

<sup>89</sup> Holt, *The family* no.2 esp. p.211. This belief can be traced back to French sources such as Duby and Schmid but ultimately to Frédéric le Play in the late-nineteenth century.

<sup>90</sup> P.R.O. JUST 1/1046 m.42.

<sup>91</sup> *Pudsey Deeds* no. 10 (temp. Richard I).



yearly whereas Warin was to do service for approximately four carucates of land when called to do so ('doing the foreign service of a third part of the fee of one knight, where twelve carucates of land makes a knight's fee'). At the start of the thirteenth century a confirmation was made by Hugh de Tranby to his nephew Geoffrey Scrope of the toft and land in Tranby which his father had assigned to Hulina, his sister, in marriage.<sup>93</sup> This confirmation was made *petitione et concessu ejusdem Huline*. In the mid-thirteenth century Cecily, widow of Edward of Cornay, gave all her land in 'Quietbec' with appurtenances to her son John: this was land which had been given to her in marriage.<sup>94</sup> At the end of the thirteenth century Alice, widow of Bartholomew of Lepington, in 1298 granted her eldest son, John, half a bovate in Lepington (E.R. Yorks). This was land which she had *de dono et feofamento Stephani fratris mei in libero maritagio*.<sup>95</sup> This land was granted after the enactment of *De Donis* and a donation to the heir may have been one of the few types of alienation permitted.

In many of the charters the son who was granted the *maritagium* by his mother was noted as being a younger son. Basilia de Dai, in the late-twelfth century gave Ralph, *juniori filio meo*, half a carucate in Kirkby Wharfe (N.R. Yorks.), *quam Ascelinus de Day quondam pater meus mihi dedit in liberum maritagium*, and this was to be held from William de Grimston her heir who would have inherited the land had she not made the grant.<sup>96</sup> Also referring back to the twelfth century a note found in the cartulary of Darley Abbey concerning the mills of Copecastle in Derby recorded that Peter de Sandiacre had given the mill to William de Ruston with his daughter Albreda and that, after William's death, *predicta Albreda in libera viduitate sua dedit eadem molendina Ricardo de Ruston filio suo iuniori*.<sup>97</sup> In other cases we know from the pedigree of a family that the son was not the heir: in the mid-twelfth century, for instance, Walter de Percy, the younger son of Emma, benefited from his mother's *maritagium*, she gave him at least two carucates of land in Wold Newton; when he

---

<sup>92</sup> *Pudsay Deeds* no. 9 (temp. Richard I).

<sup>93</sup> *E.Y.C.* vol.12 no.85 (1192x1218).

<sup>94</sup> *Furness* vol.2 part 2 p.552 (1240x1256).

<sup>95</sup> P.R.O. E40/331 (20 May 1298).

<sup>96</sup> *E.Y.C.* vol.3 no.1613 (1180x1200).

<sup>97</sup> Darlington, *Cartulary of Darley Abbey* vol.1 p.45.

subsequently regranted them to one Erneis son of Besing he stated that the lands were those *quas mater mea michi dedit in Neutona de matrimonio suo*.<sup>98</sup>

Alternatively the widow could let her son live on the land whilst she herself kept seisin in her own hands, rather than granting it outright. In 1218-19 Philip Butler claimed land from his uncle, Alan, which he said his father Adam had held; Alan denied this on the grounds that Adam had never been seised in demesne but *re vera terra illa fuit maritagium matris ipsius Ade et Adam fuit in terra simul cum matre sua*.<sup>99</sup> Furthermore Alan stated that Adam had died many years before their mother so that their mother had always been seised as marriage land. The jurors agreed with Alan, and Philip was put in mercy.

It must have been commonplace for a widow to release lands to her younger sons because we can see disputes on the rolls when one brother claimed that the land had been given to him and his brother or family denied the claim. Philip of Stiffkey, for example, claimed in 1220 that his brother, Bartholomew, should warrant him for fifteen librates of land in three Norfolk villages, including Stiffkey, which their brother Peter gave him.<sup>100</sup> Bartholomew claimed that Philip did not hold the lands stated for a variety of reasons including the claim that part of those lands was the *maritagium* of their mother which Philip had held in seisin with her in order to provide for her needs (*que ei invenit necessaria*). Philip retorted that she had demised that land and Peter had given it to him, Bartholomew again denied this but they eventually purchased a licence in order to make a concord.<sup>101</sup> Where one son could produce a charter to prove that his mother did indeed give him the land in her widowhood from her marriage portion, as Everwin of Tintagel could in 1225 when his nephew Gervaise claimed a carucate in 'Hornacott' from him as the heir of the elder brother, the charter could only be countered with two claims: that the land was not held as *maritagium* but as dower, as Gervaise in fact claimed in this case; or that the mother was not legally empowered to grant the land, having remarried.<sup>102</sup> In this case the jurors

<sup>98</sup> *E.Y.C.* vol.2 no.1201 (1142x54).

<sup>99</sup> Stenton, *Rolls of the Justices in Eyre, York*, no. 218.

<sup>100</sup> *C.R.R.* vol.9 pp.67-8.

<sup>101</sup> *C.R.R.* vol. 9 p.221.

<sup>102</sup> *C.R.R.* vol.12 no.348.



found that Matilda had held the land as her marriage portion, not dower as Gervaise claimed, but that she had died seised of the land regardless of her charter, and hence that the land was Gervaise's by right.

As land which was acquired rather than inherited, or perhaps as land which was not central to the family holdings, the marriage portion was also used at times by the men of the family, rather than the widow, to make provision for sons or daughters.<sup>103</sup> In the early-thirteenth century Mauger le Vavasour, for example, granted his son, Robert, land which he had purchased (*de perquisito meo*), and land which he had in Elslack (N.R. Yorks.) of Robert's mother's *maritagium*.<sup>104</sup> At the opposite end of the thirteenth century Walter Collier of Thorougham and Alice his wife granted Alice's marriage portion to their son John and Agnes his wife in return for eight shillings.<sup>105</sup> It was also not unheard of for the heir himself to assign the marriage portion of their mother to a younger brother, or at least for the younger to claim that this was the case. In 1239 Robert son of Henry quitclaimed his younger brother William of those lands which William already held *de hereditate Henrici filii Wulfrici patris nostri et de maritagio Agnetis de Thruham matris nostre* in the manors of Upton in Blewbury (Berks.), and Cliveshale in Bisley (Gloucs.), in return for twenty marks and a horse (*rouncy*) worth forty shillings.<sup>106</sup> This suggests that provision had already been made for William by his parents. It is evident from the legal cases that similar grants were common throughout this period. In 1202 William son of Osbert claimed two bovates of land in Hardwick in Nettleton (Lincs.), and one bovate in Hackthorne in the same county from his brother Thomas as land which was their mother's *maritagium*.<sup>107</sup> He also claimed six bovates in West Rasen (Lincs.), which was their father's inheritance. Thomas countered that whilst they were in the hands of the lord of the fee William had quitclaimed those lands for twenty shillings and twenty sheep which William then denied. No conclusion survives. In 1220 Elias de Beauchamp produced such a claim

<sup>103</sup> The next chapter will examine the possibility of the *maritagium* being used as women's land.

<sup>104</sup> *E.Y.C.* vol.7 no.144 (ante Michaelmas 1219).

<sup>105</sup> *Cirencester Cart.* vol.3 no.588 (late-thirteenth century). This is the actual grant which does not note that the land is actually *maritagium*; registered in the same cartulary, however, we find the charter of William de Pagenhull granting this land to Walter with Alice his daughter in *liberum maritagium*; no. 585 (probably before 1290).

<sup>106</sup> *Ibid.* vol. 2 no.402 (28 July 1239).

<sup>107</sup> Stenton, *Earliest Lincoln Assize* no. 260.

in defence of his seisin of one and a half carucates of land in Worle (Somerset), stating that, *quia idem Elias fuit juvenis sine terra, ipsi Willelmus, Johannes et Andreas* [his older brothers] *concesserunt ei totum jus et clamium*.<sup>108</sup> Elias lost his case but this was evidently a plausible reason for his seisin. In 1226 William, the son of Ennisan le Bret claimed one hide in Berley (Wilts.), from his cousin Agnes and her husband for the same reason: that Ennisan had held the land on his death by gift of his brother.<sup>109</sup> Agnes stated that the land had been her grand-mother's marriage portion which Ennisan had only held as a tenant and ought now to descend to her as the heir. The jurors said that, although the land was *maritagium*, during their mother's lifetime Ennisan had received the land from his brother, William, and died seised, and hence his Ennisan's heir regained the land. The defendants were given permission, however, to bring a another writ because the jurors had also stated that, *de ingressu Willelmi ... nichil sciunt de ingressu illo nec si Agnes mater sua se dimisit vel non, quia ipsa non fuit visa in comitatu illo*. This is almost certainly an example of a son appropriating rights over his mother's marriage portion during her lifetime.

A widow could, of course, grant any land which she held to her sons and it is, on occasion, difficult to perceive precisely how that land was held. In the earlier-thirteenth century Matilda, daughter of Michael de Valescines, burgess of London, and the widow of Arnold Brun, granted her eldest son and heir, John, all the land which Robert Brun *pater dicti Arnaldi ... ipsi Arnaldo contulit quando me desponsavit*, although Matilda was to have residence and free board in the house for the remainder of her life.<sup>110</sup> These lands may have been dower or marriage portion. Emma, widow of Wakelin of Wickenham, was noted on the roll for the 1248 Essex eyre as having given her son Ralph de Gosefeud, for his homage and service and, more importantly, ten marks, forty acres of land which she herself had recovered by plea in Henry of Bath's eyre at Chelmsford; she did not state what claim she had to these lands.<sup>111</sup> Margaret, countess of Warwick, used what appears to have been her

---

<sup>108</sup> C.R.R. vol.8 pp.213-5.

<sup>109</sup> C.R.R. vol.12 no.2522.

<sup>110</sup> P.R.O. E40/2241 (prior to 1231).

<sup>111</sup> P.R.O. JUST 1/231 m17d.



dower to again provide for a younger son in the early-twelfth century.<sup>112</sup> The lordship of Gower passed from Margaret's husband, Earl Henry who died in 1119, to her eldest son, Roger and then to a Henry of Warwick who reclaimed the land from the Welsh. This Henry can be identified with Henry de Neubourg, youngest son of Earl Henry and Margaret, and his claim to rule the land seems to have been based both on his reconquest of the lordship and a claim through Margaret. Using the evidence of two of Margaret's surviving charters, and the fact that Henry's sons did not follow their father in possession of Gower, it is probable that Henry had been seised of Gower by right of Margaret and that Gower constituted part of Margaret's dower lands. Both dower and *maritagium* could thus be utilised by a widow to provide lands for a younger son but the Gower evidence shows the advantage of the marriage portion over dower (at least in the eyes of the son being so provided for): Henry's sons, of which he had at least one, did not follow their father into seisin of Gower which reverted to Earl William of Warwick, Margaret could not permanently alienate her dower lands despite her control over them in her lifetime; had the lands been her *maritagium* Henry's ability to pass the land to his children would have been assured by her grant.

### 7.5: Conclusion

The evidence demonstrates not only male use of the marriage portion but also how involved the wife's family remained after the gift had taken place. This involvement was pragmatic, in order to safeguard rights in the land, but must have also had a strong social element. Both the donor and his heirs continue to play a role in the seisin of the marriage portion; their rights in that land could be transferred to a third party. Confirmation charters of the gift of the *maritagium* could be issued by the heir, although equally the law suits provide evidence of heirs attempting to reclaim the marriage portion of their sisters, and confirmations charters issued when the donees themselves granted on the *maritagium* showed a continuing involvement on the part of the family. The participation of the lord of the fee in confirming grants shows how society beyond the family would have been aware of *maritagia* grants.

---

<sup>112</sup> D. Crouch, 'Oddities in the Early History of the Marcher Lordship of Gower' in *Bulletin of the*

Of course the men who gained most from the gift of the marriage portion were those within the nuclear family. Although in one sense we can regard them as life tenants of the *maritagia*, husbands benefited greatly from the gift no matter what the size of the portion was, the *maritagium* could be added to the patrimony or used for a variety of purposes. As acquired land, husbands may have been predisposed to grant the marriage portion of their wives before other lands but this merely illustrates the usefulness of the *maritagia* for men. The statute *De Donis* altered this by placing restrictions on the alienation of *maritagia* by both men and women. Sons could also benefit and not just the eldest son when he inherited the land. The evidence suggests that it was primarily younger sons, who may not have had a share of the patrimony, who benefited from this; again, as acquired land, the marriage portion may have been ideally suited to creating endowments outside the main inheritance particularly if it lay on the margins or was an isolated holding. *De Donis* may, however, have ensured that only the heir could be given the *maritagium* during the lifetime of his mother with consequences for the position of younger sons.



## CHAPTER EIGHT: WOMEN AND THEIR *MARITAGIA*

The evidence of the charters and the legal pleas have proven that the gift of the *maritagium*, whilst under the control of the husband for the duration of the marriage, was in fact regarded as the property of the wife who regained control over her land in her widowhood. This was evidently recognised from at least the early-twelfth century: when Henry I, for example, notified Roger, bishop of Salisbury that he had permitted Payn Peverel to give his daughter, Matilda, to Hugh son of Fulbert in *maritagium* with the manor of East Shefford he stated that when Matilda received the manor she, not Hugh or Hugh and Matilda, was to hold it with all the customs which Payn had enjoyed.<sup>1</sup> This is confirmed by the language of a charter which recorded the late-twelfth or early-thirteenth-century grants of Dionisia de Chesney, Guy de Diva, and Lucy, granddaughter of Dionisia and wife of Guy.<sup>2</sup> The first charter noted Dionisia's grant of one and a half hides in Barford St Michael (Oxon), in marriage to Warin de Plaiz with Alice in the standard form, *cum Alicia*, but the later two charters, made for Alice, merely referred to land which Dionisia *in libero maritagio ei* [that is Alice] *dedit*.<sup>3</sup> Similarly a 1234 fine made between John son of Ranulf and Margery his wife, and Roger of Preston over a rent of one mark and five bovates in Preston noted that the above were agreed to be, 'the right of Margery, as held by John and Margery of the gift of Adam of Preston ... in free marriage'.<sup>4</sup> We shall see that such possessive language was also utilised by many widows when referring to their *maritagia*, providing further confirmation of the rights of women over their *maritagia*.

We have also seen that in many respects the same customs governed both *maritagia* and a woman's inherited lands, in contrast to dower over which a woman had no rights of permanent alienation. There was, for example, little that a husband could do, with the exception of the custom of certain boroughs, to diminish permanently the *maritagium* of his wife or her inheritance; her consent was required to secure such

<sup>1</sup> *R.R.A.N.* vol.2 no.1609 (c.1129).

<sup>2</sup> For more on the Chesney family see Salter, 'The Family of Chesney'.

<sup>3</sup> P.R.O. E40/7056; see appendix one.

<sup>4</sup> Parker, *Feet of Fines York 16-30 Henry III* no.619 (16 July, 1234).

alienations of *maritagia* as it was for the alienation of her inheritance. A widow could also alienate or waste her *maritagium* (at least until 1285) and her inheritance, to the disadvantage of her heir, if she so pleased; this was not the case with her dower. The link between the *maritagium* and inheritance seems to be very strong, indeed it would appear from the evidence, without ever being explicitly stated, that the marriage portion constituted a woman's share of the family holdings.<sup>5</sup> It is the purpose of this chapter to explore this link between the two, and also to examine the relationship between women and their *maritagia* from marriage to widowhood, including a comparison of the *maritagium* grant with gifts made to convents with daughters which again bear a resemblance to the *maritagia*.

### 8.1: The *maritagia* of sisters

The numerous charters recording the grant of a marriage portion to a woman by her brother, and those charters issued by heirs confirming the *maritagium* grants made to their sisters by their fathers, have shown that the gift of a *maritagium* was not confined to women who were heiresses. In fact it seems logical that the marriage portion grant of an heiress was potentially more complicated than those marriage grants made with other daughters. Whilst her father survived, an heiress could conceivably be displaced by the birth of a male with obvious ramifications for her inheritance. If the *maritagium* of an heiress had been assigned on the basis of her status as heiress and reflected her potential inheritance, then the *maritagium* could need to be adjusted if this status was altered. Indeed we have seen that this eventuality was prepared for in at least two cases, and in both the marriage portion was to be reduced in the event of the birth of a male heir: in the early-thirteenth century Joanna, daughter of William, count of Aumale, was to have her *maritagium* reduced from half the earldom if a brother was born, and indeed <sup>she</sup> did eventually receive a lesser *maritagium*.<sup>6</sup> Similarly Alina, daughter and heiress of William Pite, was to have her marriage portion reduced if a male heir was born, possibly to half the amount specified (the document is unclear), when she was an heiress.<sup>7</sup> Alternatively if an heiress was unwed at the time of her father's death it is probable that a *maritagium*

<sup>5</sup> This point has been noted by many historians including Holt and Waugh.

<sup>6</sup> See chapter five. } pp ??

<sup>7</sup> See chapter five. } pp ??



would not have needed to be assigned at all as the portion would be subsumed in her inheritance. Several of the charters of guardians, notably Henry I, granting heiresses in marriage do not specify *maritagia* and this seems the most likely explanation for this fact.<sup>8</sup> Indeed it seems plausible that the assignment of a marriage portion to an heiress in the first place was made only because she might be displaced, before the death of her father, by a male heir, in which case the *maritagium* would become the only land which the woman would then gain from her family.

Referring back to the daughters of William, count of Aumale, it is clear that if there was more than one heiress and *maritagia* were assigned then each was entitled to a portion. This practice may date to the turn of the twelfth century if not before: Holt, for example, suggested that Adeliza, the younger daughter of countess Judith, probably received the manor of Walthamstow (Essex), as her marriage portion which became her share of Judith's inheritance: her sister, Matilda, claimed the remainder of Judith's lands but must surely also have received a *maritagium*.<sup>9</sup> There are many other examples of sisters receiving *maritagia* each dating back into the twelfth century: in Stephen's reign for instance, Warin Bussel gave *maritagia* to his three daughters.<sup>10</sup> Isabella and Ralph son of Roger de Morsay received five carucates; Gillemichael son of Edward was granted three carucates with his unnamed wife; and Hamo le Butler obtained two carucates with his wife. Isolda and Margery, daughters of Elias de Hoton, each received a marriage portion, although we do not know the size of their lands, recorded when, in their widowhoods when both separately donated their marriage lands to Cockersand Abbey in the early-twelfth century.<sup>11</sup> Towards the end of the twelfth century Alan de Arnford granted a *maritagium* of a bovat of land in Arnford with one daughter, Raganilda, and three bovates in Scosthrop and one in Rimington with another daughter Alice.<sup>12</sup> Adam de Lauton, father of William, granted four bovates with one daughter to Hugh de Haidoc, and two bovates in

---

<sup>8</sup> See chapter six section three.

<sup>9</sup> Holt, 'Heiress and the Alien' pp.8-9.

<sup>10</sup> *Book of Fees* vol.1 p.210. Where it is unclear if the sisters were heiresses or not I have assumed that they were; there is little difference with regard to the conclusions drawn.

<sup>11</sup> Farrer, *Cartulary of Cockersand Abbey* vol.2 part 1 p. 420 (Isolda, 1212x46) and pp.430-1 (Margery, 1218x36).

<sup>12</sup> *E.Y.C.* vol.11 no.134 (Raganilda, c.1190-1207) and vol.7 no.172 (Alice, c.1190-1210).



marriage to Robert son of Siward with another daughter, noted in the 1212 return.<sup>13</sup> The same return, however, noted that Thomas Bardulf seems to have divided his land equally amongst his daughters, he gave *tres partes ville [de Bradewell] tribus filiabus suis in maritagio, scilicet Roberto de Sancto Remigio, Willelmo Bacun et Baldwino de Thoni*.<sup>14</sup> It is perhaps worth noting that here Thomas provided land for three daughters to wed. Also in the earlier-thirteenth century, William Mousorel of West Haddon (Northants), assigned Robert son of Simon Clerk a house and croft for six shillings rent with Eva his daughter, and gave Augustine Giffard half of a house and croft for five shillings rent with Felicia, the other daughter.<sup>15</sup> Another example also suggests that the *maritagia* of sisters did not have to be an equal size: in the 1280's Richard le Brochere gave *maritagia* of land in Coventry with his daughters Margery and Alice; the rent Margery paid on her land came to a total of three shillings, nine and a half pence, whereas Alice's rent was only two shillings and nine pence.<sup>16</sup> Hamo de Sancta Fida in the early to mid-thirteenth century, in contrast, gave his daughters (or at least the daughters for whom we have a record) one virgate of land in Chilton (Bucks.) each; in one case the rent was a pair of gloves (often equivalent to one penny) and in the other case the rent was the actual sum of one pence.<sup>17</sup> It is difficult to state whether the apparent difference in the *maritagia* of sister in some grants is significant or not as drawing conclusions about relative land values in this period, or using different rent assignments as a reflection of value, is extremely difficult. Even where shares appear equal they might not have been so in reality. In the case of the division of the Percy inheritance between heiresses in 1176 for example the portions appeared equal but the younger daughter's portion was more favourable due to its position in the fertile lowlands.<sup>18</sup> It is, however, plausible that the *maritagium* share which each girl received, at least in the early-twelfth century, was dependent on local

<sup>13</sup> *Book of Fees* vol.1 p.217.

<sup>14</sup> *Ibid.* vol.1 pp.120-1

<sup>15</sup> Franklin, *Cartulary of Daventry Priory* nos. 790 (Felicia, c.1220) and 792 (sale by Robert and Eva of this land to Augustine Giffard, c.1220).

<sup>16</sup> *E.R.M.C.* nos.222 (Alice, early 1280's) and 223 (Margery, also early 1280's).

<sup>17</sup> *Early Buckinghamshire Charters*, ed., G.H. Fowler and J.G. Jenkins, Records Branch of the Buckinghamshire Archaeological Society 3, (1939) nos. 2 (Grant in marriage, 1220x1240) and 3 (Grant by Eleanor to her son of land her father gave her in free marriage, c.1240x50).

<sup>18</sup> *Percy Cart.* no.1092. From the information given in this charter, which is damaged, the difference in the portions is not excessive on first glance; however Joscelin received lands situated mostly in the fertile lowlands whereas the portion of Margaret was located in upland areas which

Agnes?



custom or determined by circumstances or political interests, but that over the course of the thirteenth century it became customary to grant *maritagia* of equal sizes to daughters. Such a practice would be equivalent to the available evidence for female inheritance during this period where it has been suggested that the inheritance only came to be divided equally between sisters towards the end of the twelfth century.<sup>19</sup>

The practice of granting *maritagia* to each heiress therefore provides evidence towards a correlation between the marriage portion and female inheritance customs. By at least the mid-twelfth century, it is evident that female heirs, unlike male heirs, inherited land as co-parceners, in other words each sister received a portion of the inheritance, although not necessarily an equal share. The only importance attached to being the eldest daughter was that, until the first half of the thirteenth century, this daughter was expected to undertake the services owed by her and her sisters with her sisters performing homage to her; this was a variant of the inheritance custom known as *parage*. After this period, however, each sister performed her own services. Opinion on the first appearance of the practice of partitioning the inheritance between women varies. Holt believed that the system of *parcenry* can be traced only to about 1130-1140, prior to this date he believed that inheritance descended through only one daughter, generally the eldest; it was only after 1140 that the practice of *parcenry* became widespread.<sup>20</sup> The evidence for this is scarce and it has been argued, notably by Hudson, that *parcenry* may simply have been one of many inheritance customs prior to the mid-twelfth century, becoming the standard only in the later twelfth century. Hudson noted that, for example, the *statutum decretum* which Holt used to bolster his argument referred to sisters dividing their lands equally between themselves, and there is at least one example to suggest that even later in the twelfth century land was not divided strictly equally nor was the eldest sister always favoured over the younger.

In addition, the evidence for both England and Normandy shows that even in families with male heirs, more than one sister could receive a *maritagium*. It is impossible to

---

were less productive. This was probably due to the fact that Agnes's husband Joscelin of Louvain was a *curialis* and the brother of Henry I's second queen Adeliza.

<sup>19</sup> See Holt, 'Heiress and the Alien' *passim*.

state how widespread this practice was, and may well have been dependent on the wealth or holdings of each family, but in Normandy the evidence of the custom when it is noted that women were to divide their *maritagium* allowance of one third of their father's lands between themselves, would suggest that it was commonplace. This provision of *maritagia* for more than one sister was almost certainly a practice dating from the early-twelfth century or perhaps earlier. Orderic Vitalis, for example, recorded that two sisters of Ansold de Maule each received a marriage portion in the early-twelfth century: one sister, Hersende, had already donated her marriage portion of a tithe to St Mary's by delivery of a rod to one of the monks, which gift Ansold then confirmed to the church. Ansold's confirmation granted the monks, 'the tithes also of Maule, which my two sisters hold as their marriage dowry, viz., Eremberge the wife of Baudri de Dreux, and Hersende wife of Hugh de Voisins', on the condition that the monks could obtain the permission of their sons.<sup>21</sup> Interestingly Ansold's confirmation of Hersende's gift included the condition that the land should only belong freely to the church, 'after the death of his nephew Peter'.<sup>22</sup>

There is sufficient evidence to suggest that a sizeable number of English families in our period distributed some land in marriage to more than one daughter.<sup>23</sup> One of the earliest such charters dates between 1133-55 and shows the provision which Ascelin of Waterville, who in 1100 had held fourteen hides in Northamptonshire, had made for the next generation: his sons received his large manors of Marholm and Upton, and his two daughters each had one virgate at the margins of his holdings which must have been intended as their *maritagia*.<sup>24</sup> In contrast at the turn of the thirteenth century the four sisters of Ranulf III, earl of Chester, each received *maritagia* from him which were of varying size. Charters survive which record the marriage portions

---

<sup>20</sup> *Ibid.* p.2

<sup>21</sup> *Orderic Vitalis* vol.3, p.186. In fact Eremberge and her son seem to have been fairly reluctant to part with their moiety; the monks had to grant Eremberge £10 and her son three arpents of vineyard in order to redeem the mortgage on the tithes, and only seem to have gained possession when Eremberge took the veil and the deed of gift was finally placed on the altar.

<sup>22</sup> *Ibid.* vol.3 p.184.

<sup>23</sup> William le Gix granted two acres to his son and three acres divided between his daughters, Matilda and Isabelle, but did not specify that these were granted in *maritagium*; *Formulare Anglicanum* no.606.

<sup>24</sup> E. King, *Peterborough Abbey 1086-1310* (Cambridge, 1973) pp. 38-9.



of three of them and evidence for the fourth portion can also be found.<sup>25</sup> These sisters again seem to have received portions of differing size depending on their birth position in the family: the eldest daughter, Matilda, received land worth £60 and the service of 15 knights; Agnes received land to the value of £10 and five knights' fees; and the youngest daughter, Hawise, received £10 of land and three knights' fees. Matilda of Chester's portion was probably disproportionate when compared to that of her sisters due to her marriage to Earl David, the brother of the king of Scotland, but the discrepancy between the portions of Agnes and Hawise was almost certainly deliberate. Also in twelfth century the two daughters of Ascelin de Dai, who also had three sons, each received a marriage portion. One daughter, whose name is unrecorded, received a mill and six acres attached to it and the other daughter, Basilia, was granted land in Kirkby Wharfe (N.R. Yorks.).<sup>26</sup> The evidence for the equality, or otherwise, of the *maritagia* of women who were not heirs is as unclear as that for potential heiresses even in the thirteenth century. In 1212, for instance, Richard de Lucy was recorded as holding Walkhampstead in chief, and that he had granted half of that manor to Odo de Dammartin with his sister in marriage for the service of a quarter of a knight's fee and the other half to Roger de Sancto Johanne in *maritagium* for the same service.<sup>27</sup> Also in the thirteenth century, however, William Briwerre had given William de Percy the manor of Foston (Leics.), with his daughter Joanna, and William Percy (who died in 1245), in turn gave seventeen virgates there to Eustace de Balliol with Agnes his daughter, and seven virgates to Ralph son of Ranulf with another daughter, Anastasia.<sup>28</sup> Little conclusion can be drawn regarding the size of the portions from their acreage or rental value but again it seems that, at least in the twelfth century, and probably in the thirteenth century, the portion granted with each daughter or sister did not need to be equal.

---

<sup>25</sup> *Earls of Chester* nos. 220 (Matilda, August 1190), 263 (Agnes, 1192), 308 (Hawise, 1199x1200), and 309 (spurious, 1217x18). The only daughter, Mabel, whose *maritagium* charter has not survived was the second sister of Ranulf; she wed the William, earl of Arundel. Although Barraclough stated that there was no evidence for her marriage portion we know that the earl of Arundel, her husband, held four carucates and two bovates in Wyham and Ormsby in *maritagio* from the earl of Chester; *Book of Fees* vol.1 p.154.

<sup>26</sup> The mill and appurtenances were donated to St Peter's, York by Ascelin's grandson, Leonius de Fenton; *E.Y.C.* vol.3 no.1607 (1160x66). Basilia gave her younger son at least some of her *maritagium*; *E.Y.C.* vol.3 no.1613 (1180x1200).

<sup>27</sup> *Book of Fees* vol.1 p.69.



This evidence, if as many daughters as possible were indeed being provided for by their family, suggests that the family unit was more inclusive in terms of property division in the twelfth and thirteenth centuries than has been believed. This may not have been the standard practice, and may well have been coupled with the influence of external factors such as the status of each husband which influenced how much each daughter received, but nevertheless at least in some families more than one daughter was married with a marriage portion. Other daughters may also have received *maritagia* in the form of goods or a lump sum which would not appear in later evidence. It also seems a short step from assigning each sister a marriage portion to dividing the inheritance, however unequally, between sisters even in the very early twelfth century. It is impossible to refute Holt's argument that such partition did not begin until the mid-twelfth century with such limited material but nonetheless it is important to note, as Hudson did, that this is further evidence that the *statutum decretum* was not necessarily a watershed, but one step on the long path to law rather than custom.

### 8.2: The *Maritagia* of Nuns?

Grants of land, which have been called dowry grants, were made on occasion with daughters entering monastic houses. How frequently this occurred is debatable although Janet Burton suggested that in at least some cases these grants were concealed for fear of accusations of simony.<sup>29</sup> This grant with a nun has an obvious parallel with the *maritagium*, not least that the charters granting lands to a convent with a woman bear a striking resemblance to those granting *maritagia*, with the religious foundation replacing the husband, and *in elemosinam* transposed for *in maritagium*. In the twelfth century Theobald son of Uvieth, for instance, with the advice of his heir, *dedi et concessi et hac presenti mea carta confirmavi Deo et ecclesie Sancte Marie de Wicham et santimonialibus ... duas bovatas terre in Martuna ...et unum toftum ...cum filia mea in predicta ecclesia religioni tradita in perpetuam elemosinam.*<sup>30</sup> The charter of John Deyncourt, an east Midlands tenant-in-chief, made towards the end of the twelfth century, acting with the consent of his son,

---

<sup>28</sup> Farrer, *Honors and Knight's Fees* vol.1 p.232.

<sup>29</sup> Burton, *Monastic and Religious Orders*, chapter five. p.?

<sup>30</sup> *E.Y.C.* vol.1 no.383 (1160x76).



Oliver, stated, *dedi, concessi et hac presenti carta mea confirmavi Deo et sancte Marie et conventui de Styk'*[Stixwold Priory] *cum Olivia filia mea in puram et perpetuam elemosinam ... x percatas prati.*<sup>31</sup>

There are a number of reasons why a father would enter his daughter into a convent rather than making a potentially advantageous marriage with her, not least due to religious sentiment: one of the daughters of Jordan de Briset who founded St Mary's, Clerkenwell, became either a nun or a hermit there; her mother, Muriel de Munteni, granted the girl, Rohais, five shillings rent for her clothes from her own marriage portion.<sup>32</sup> Where comparisons are available between the portion granted in *maritagium*, and that given to a convent, however, the evidence also suggests that it was more cost effective to enter a girl into a convent than to arrange a marriage. Katherine Cooke, for example, noted that, in the eleventh century, Serlo de Burci granted one hide in Kilmington worth £2 per annum to Shaftesbury Abbey with one daughter and gave the manor of Woodspring in *maritagium* worth £5 per annum with another daughter, Geva.<sup>33</sup> John Deyncourt, noted above granting ten perches of meadow to Stixwold with his daughter Olivia, married another daughter in the later twelfth century to William de Bella Aqua and gave four librates of land and the service of a half knight with her.<sup>34</sup> In 1190-94, however, Matilda de Ros, daughter of Richard de Camville, granted St Mary's, Clerkenwell, the rent of one mark from the mill of Hildrekesham which was Matilda's own *maritagium* in free, pure and perpetual alms with her daughter Beatrice.<sup>35</sup> Ralph de Holm also sent his daughter to Langley Abbey with a rent of four shillings which seems to have been the entire marriage portion of his wife who also consented to the grant.<sup>36</sup> The greater size of a *maritagium* in comparison to a gift to a convent may also have been a European constant: a marriage contract from fourteenth-century France, for instance, specified that the eldest girl would receive an annual income of £30 on her wedding whilst the

<sup>31</sup> *Thurgarton* Appendix no.21, p.ccxviii (c.1181x83).

<sup>32</sup> *The Cartulary of St Mary's Clerkenwell*, ed., W. O. Hassall, Camden Society 3<sup>rd</sup> series 71, (1949) no. 90 (1173x79). Rohais seems to have been a nun, although not explicitly referred to as one, because she did not share in the partition of Jordan de Briset's inheritance with her sisters.

<sup>33</sup> K. Cooke, 'Donors and Daughters: Shaftesbury Abbey's Benefactors, Endowments, and Nuns c.1086-1130' in *Anglo-Norman Studies* 12 (1989), 29-45 at p.38.

<sup>34</sup> *Thurgarton* Appendix no.24 p.ccx (1168x83).

<sup>35</sup> Hassall, *Cartulary of St Mary Clerkenwell*, no. 24 (1190x94).

<sup>36</sup> *Formulare Anglicanum* no.518 (twelfth century?).

others would become nuns with an income of one hundred sous.<sup>37</sup> Why this disparity should be so is again unclear but the fact that the *maritagium* was at least partly intended to provide for the widowhood of a woman, whereas a nun would be supported by her convent throughout her life and in less pomp, may well have been a contributing factor.

When widows entered convents they also often gave a grant of lands or rental income to the convent as an entry price. For women who were not heiresses their *maritagium* grant provided the ideal donation in these cases because it could be alienated permanently. It is possible, therefore, on a number of occasions to see land which had been given as a marriage portion being granted on to a convent with a widow. A few examples will suffice to illustrate this point. We have already noted, for instance, that in 1154 Walter, the husband of Matilda daughter of Fulcred of Peasenhall, made a charter to Blythburg<sup>h</sup> Priory granting the monks six acres in Darsham (Suffolk), on the occasion of Walter and Matilda being accepted as brother and sister of the priory.<sup>38</sup> Also in the twelfth century Muriel, sister of Roger de Valognes, entered the convent of the Holy Sepulchre, Thetford, as a nun; a charter of her nephew, Peter, made to Thetford stated that he had given the convent the land of 'Rissewordam' (possibly Rushford, Norfolk), *terra videlicet quae fuit liberum maritagium dominae Murielae sororis patris mei quae Muriela facta est sanctimonialis apud Theff*.<sup>39</sup>

### 8.3: Bastard daughters

The 'inclusiveness' of the family with regards to dividing its land, suggested by multiple *maritagia* for daughters and endowments for nuns, is also borne out by the evidence relating to the treatment of illegitimate daughters at least in the twelfth and early thirteenth centuries. Although, unlike continental practice, English Common law did not allow bastards to be legitimated and have the legal status of heirs even with the later marriage of the parents, in most other regards bastards were not isolated

<sup>37</sup> J. Boswell, *The Kindness of Strangers* (London, 1988) p.301.

<sup>38</sup> *Blythburgh* vol.1 no. 214 (18 October 1154).

<sup>39</sup> British Library ms Lansdown 229 fo 146v. I owe this reference to Prof. David Crouch.



from society.<sup>40</sup> According to Maitland, 'bastardy cannot be called a status or a condition. The bastard cannot inherit from his parents or from anyone else, but this seems to be the only temporal consequence of his illegitimate birth'.<sup>41</sup> Indeed there seems to have been comparatively little social stigma attached to the condition of bastardy. It is quite clear that bastards could be, and were, given land in a number of ways which the law had to take note of. Although the author of Glanvill did not make this fact explicit it can be inferred from the following quote:

A bastard can have no heir except an heir born of his body, and this gives rise to a question: if anyone gives land to a bastard for his service, or in some other way, and receives his homage for it, and the bastard dies seised of the land without heir of his body who ought by law to succeed him?<sup>42</sup>

In other words it is clear that by the late-twelfth century, and probably for many years previously, it was legally possible to give a bastard land for his or her lifetime, and for that land to be inherited by the sons or daughters of the bastard (born, of course, in legitimate wedlock). Bracton expanded Glanvill's position: land can be given to a bastard and it will revert for lack of bodily heirs even if the bastard has done homage for the land. Furthermore Bracton mentioned that in certain cases the bastard can pass his land on even if he has no heirs of his body. If land is given to the bastard and his assigns, whether heirs are mentioned or not, then if assignment is made in the correct fashion it will be honoured. Bracton further states that, '*assignment was first instituted for the advantage of bastards*'.<sup>43</sup> Again, despite being legally unable to inherit land, bastards during the early middle ages do not seem to have suffered as a result of their illegitimate status.

Bastard daughters must have been in a slightly different position from their illegitimate brothers; women could only inherit land in the absence of male heirs, and were expected to be supported by their families or husbands. Thus there may not have

---

<sup>40</sup> For more on bastards see: R. Helmholz, 'Bastardy Litigation in Medieval England' in *American Journal of Legal History* 13 (1969), 360-83; L. Mayali, 'Note on the Legitimization by Subsequent Marriage from Alexander III to Innocent III' in *The Two Laws* edd. L. Mayali and S. Tibbets (Washington, 1990), 55-75; and C. de Trafford, 'The Forgotten Family: Bastards in Twelfth Century England' (forthcoming *Haskins Society Journal*).

<sup>41</sup> Pollock and Maitland, *History of English Law* vol.2 p.397.

<sup>42</sup> *Glanvill* bk. vii, 16, p.88.

<sup>43</sup> *Bracton* vol.2, p.75.

been so pressing a need to establish an illegitimate daughter with assigned land. If a daughter were not to remain in the household, however, provision still had to be made for her either to marry or to enter a convent. The fact that the gift of a *maritagium* to a bastard daughter is not explicitly mentioned by Bracton may or may not be significant. It is possible that this was simply not common enough to have been covered by the author of Bracton and that most bastard daughters remained unwed, which is certainly likely. It is also possible that as a man was entitled to give land to any woman in marriage it was felt that there was no need to restate the point with regard to bastards. It is probable that fewer bastard daughters received land compared with bastard sons but it was not impossible for fathers to give bastard daughters land in *maritagium* if they wished to do so.

There is evidence that some fathers at least sought marriages for their bastards, both female and male.<sup>44</sup> The Norman and Angevin rulers certainly made use of their bastards.<sup>45</sup> In 1089-90 an illegitimate daughter of Robert Curthose was married to Helias of Saint-Saens and the county of Arques was given with her.<sup>46</sup> The illegitimate daughters of Robert's brother, Henry I were also married for policy and they seem to have been given a landed provision in the form of marriage portions.<sup>47</sup> At least one of John's illegitimate daughters received a *maritagium*: Joanna who wed Llywelyn, prince of Gwynedd, was granted the manors of Bidford, Wellington and Suckley. Her permission was needed for the land to be subsequently granted in marriage with her daughter. Charters also survive which show two of the earls of Chester providing for illegitimate daughters in precisely this way. A charter of Ranulf II, earl of Chester, dated to c.1135-38, which must refer back to events at the very beginning of the twelfth century if not before, confirmed the grant of the manor of Drayton Basset which Earl Hugh I, who died in 1100, had granted with Geva Ridel, his illegitimate daughter.<sup>48</sup> This manor had been given with Geva in free marriage to Geoffrey Ridel (who drowned on the White Ship) by Hugh, and she may also have been given land in

---

<sup>44</sup> Bracton deals with the *maritagia* of illegitimate men's wives' which may suggest that it was more common for male bastards to wed than female ones; alternatively this situation may have created more difficulties than *vice versa*.

<sup>45</sup> See C. Given-Wilson and A. Curteis, *The Royal Bastards of Medieval England* (London, 1984).

<sup>46</sup> *Orderic Vitalis* vol.6 p.93.

<sup>47</sup> See chapter six.

<sup>48</sup> *Earls of Chester*, no.39.



Tamworth by Hugh as *maritagium* because Geva later donated land there to the church of St Giles. Earl Hugh II of Chester also had an illegitimate daughter, Amicia, and he too made provision for her on her marriage to Ralph Mainwaring c.1170.<sup>49</sup> The charter recording this grant, which is witnessed by Hugh's countess, Bertrada, gave the couple the service of three knights to be held for the service of two knights. In Normandy at the end of the twelfth century Goel de Bréval married the illegitimate <sup>? (ice)?</sup> daughter of his lord, after holding him ransom, in order to gain seisin of the town of Ivry.<sup>50</sup> The marriage of bastard daughters with a *maritagium* was not confined to the higher aristocracy or to the twelfth century however. On a less exalted level, and in the thirteenth century, one Reginald de Cressy enfeoffed his bastard daughter, Isabella, of a messuage when she married Robert le Blund.<sup>51</sup> In 1255 an inquisition found that Ralph de Kancia had received tenements from Ivo de Mortvile with Ivo's daughter, Christina, 'she being a bastard'.<sup>52</sup> The implication of these charters is that many more *maritagia* were granted with bastards and await discovery.

It is thus evident from these charters, and those relating to nuns and the *maritagia* of sisters that some families at least in this period did not seek to retain all land for male offspring, or even all legitimate children, but that land was distributed as widely, if not as equally, as possible. It is certainly that female members of the family were provided for in a number of ways, most particularly with marriage portions or convent endowments.

#### 8.4: *Maritagia* and Parceny

*Maritagia* could therefore be granted with more than one daughter on occasion, certainly if the father or brother so desired, and possibly due to widespread practice. It will be argued that this practice was connected to the system of dividing inheritances between women rather than, as with men, granting the whole to one. The *maritagium* was, however, certainly linked with inheritance practices in another respect: most *maritagia* granted had to be taken into account when the inheritance was divided. At

---

<sup>49</sup> *Ibid.* no.193 (1178x80).

<sup>50</sup> *Orderic Vitalis* vol.4 p.203.

<sup>51</sup> *Cal. Inq. Post Mortem* vol.1 p.166 n550.

<sup>52</sup> *Cal. Inq. Miscellaneous* vol.1 no. 219.

the very humblest levels of society this may not have held true but it is evident that for free tenants this was indeed the situation with regard to inheritance.<sup>53</sup> The relationship between the *maritagium* and inheritance did not fall within the scope of the author of Glanvill, but the subject is mentioned in more detail in the legal tract ascribed to Bracton when the gift of the marriage portion was considered in general.<sup>54</sup>

According to Bracton:

There also falls into the partition land previously given in *maritagium* to one of the sisters and co-heiresses [the land so given her is not to be first deducted [from her share]; she either contributes her marriage portion or departs without any share at all.<sup>55</sup>

In other words the *maritagium* could be either contributed back to the pot for division or it could be taken as a share of the inheritance in itself. Disputes over the marriage portion, and its relationship to the division of female inheritance, were common on the eyre rolls throughout the thirteenth century, and it is apparent, from a number of suits, that the *maritagium* could indeed be, and was, kept as that woman's share of the inheritance without needing to be contributed for partition. In 1221-2 Clementia, her husband William de Tatelinton, and her sister Sibyl, sued Roger de Leyburn (whose relationship to them is unclear) for their share of the manor of Great Berwick (Salop), which was the land of their mother.<sup>56</sup> Roger replied that they had another sister Lucy and that they could not sue without her, hoping to delay the procedure but also acknowledging the principle of parcenry. Clementia and Sibyl, however, replied that they had already made a fine in the king's court with Lucy and she had withdrawn any claim to that manor.<sup>57</sup> Roger then claimed that they had another sister, Felicity, who seems to have died before the suit was brought but who had surviving daughters who were thus entitled to a share through their mother. Sibyl and Clementia admitted that Felicity was indeed their sister but claimed that her daughters regarded themselves satisfied with the land which was given *in maritagio* with Felicity and that Great Berwick had been assigned to them as their share. In other words they claimed that

---

<sup>53</sup> S.F.C. Milsom, 'Inheritance by Women in the Twelfth and Early Thirteenth Centuries' in M.S. Arnold et al ed., *On the Laws and Customs of England* (Chapel Hill, 1981), 60-89 notes this point at p.81.

<sup>54</sup> See also Milsom, 'Inheritance by Women', for a discussion of the relationship between *maritagium* and inheritance

<sup>55</sup> *Bracton* vol.2 p.223. Interpolations from Thorne.

<sup>56</sup> Stenton, *Rolls of the Justices in Eyre, Gloucestershire, Warwickshire and Staffordshire* no 1001.

<sup>57</sup> Unfortunately I have not been able to locate this fine to date.



Felicity's marriage portion had been retained as her share of the total inheritance. Felicity's daughters were to be summoned to see if they claimed any of the manor and Lucy was to be summoned in Surrey. A similar case also used the existence of a sister's marriage portion to deny her any claim to participate in that particular suit. In 1224 one Alwin de Strate was sued by Isabella and William Pecok her husband, Goldcorn and Richard Pecok her husband, and their sister Alice for one ferling of land in Havering (Essex), which had been their father's.<sup>58</sup> Alwin, like Roger de Leyburn, argued that they had another sister, Edith, who needed to be included in the writ to sue for the full amount but, as in the case above, the plaintiffs claimed that Edith had been given to a certain man with sixteen acres *in maritagio* and 'because of this she is not able to have more as her part'. Again it is assumed here that the marriage portion could be equivalent to a share of the inheritance. In a Staffordshire plea from 1238 Petronilla de Brussenhull claimed a third of her brother, Hugh's, lands from her nephew, Ralph de Brussenhull.<sup>59</sup> At first this seems like a straight-forward case of partition, it is only in the last line of the case, perhaps added at a later date, that the scribe noted that, 'Petronilla acknowledged that she has twenty six acres of land in marriage from Hugh's inheritance'; this would not have barred her from sharing the inheritance but it would have needed to be contributed in such a case.

This partitioning of the *maritagium*, or the keeping of that land as a share of the inheritance, suggests that the division of inherited land between females may not have always been equal, even by the thirteenth century. The text of Bracton, for example, which was mostly written in the 1220's and 1230's tacitly acknowledges this when it was stated that one sister could receive a disproportional share of the family lands:

What if a mother in her liege widowhood gives one of her several daughters her whole *maritagium*? What was said above [that is that the grant can be still withheld from partition] will still apply. If a father or mother, or both, give the whole inheritance [to one daughter] in *maritagium* nothing falls into the pot, since nothing remains to be divided among the co-heiresses.<sup>60</sup>

---

<sup>58</sup> C.R.R. vol.11, no. 1743.

<sup>59</sup> C.R.R. vol.16, no.459.

<sup>60</sup> Bracton vol.2 p.224.

Nor could a woman be compelled to contribute her *maritagium* even if she did disinherit her sisters by not doing so.<sup>61</sup> It seems more than probable that a woman would generally only seek to contribute her *maritagium* to the common pot where that land was equal to, or less than, the share which she would receive from the inheritance: in these circumstances it would follow that the partition of inheritance could not be equal.<sup>62</sup> This is also suggested by a Northumberland case from 1269.<sup>63</sup> Robert de Ever, Isabella his wife, and other defendants, contesting their alleged disseisin of William son of Thomas de Creystok and Mary his wife, sister of Isabella, stated that twenty five acres of woodland and ten acres of moorland in Morpeth had been given to William as a marriage portion with Mary but that after the death of their father, Roger, his tenements descended to his three daughters. Isabella and Alice, the third sister, were unmarried at the death of their father and were placed in custody. It is unclear whether the land was partitioned at this time or not but William and Mary kept their marriage portion. Later the youngest daughter died and her part was shared between Mary and Isabella so that, *omnia tenementa que predicta Willelmus tenuerunt de hereditate ipsius Rogeri in proparte ipsius Marie et similiter tenent quod habuerunt de maritagio ipsius Marie commixta fuerunt cum proparte ipsius Isabelle*. And finally partition was made of all the lands between Mary and Isabella and the [lands in dispute] were assigned to Isabella. It would seem that Mary had sensibly only sought to contribute her marriage portion when it became worth her while to do so; it could be argued that she had retained the *maritagium* with other lands after the first partition, but why could she not then retain them after the second partition if this was the case.<sup>7</sup> In a suit from 1242-3 Margery and her husband William de Pyrho claimed half of thirty seven acres in Barnham (Suffolk), from her sister, Matilda and her husband Harvey Bude, as Margery's share of the lands of their father, Fulk de Berham.<sup>64</sup> Harvey and Matilda denied this claim on the grounds that Fulk had

<sup>61</sup> *Bracton* vol.2 p.224.

<sup>62</sup> It is debatable how many women would wish to contribute their large *maritagium*. Even if a woman who held the bulk of the patrimony as her *maritagium* were altruistic enough to want to provide for her sisters then granting them land from her *maritagium*, rather than contributing it to partition, would serve to do this. I am reminded of the start of *Sense and Sensibility* where the new heir intends to provide a settlement for his sisters but is slowly persuaded not to give them any money at all; Jane Austen, *Sense and Sensibility* (London, 1997), pp.5-11.

<sup>63</sup> *Three Early Assize Rolls for the County of Northumberland*, ed., W. Page, Surtees Society 88, (1891) pp.165-6.

<sup>64</sup> *C.R.R.* vol.17 no.1191.



given the land to Harvey in marriage, whereas Margery and William claimed that Fulk had died seised of that land. It is possible that in this case Matilda had managed to retain her marriage portion whilst gaining a share of Fulk's other lands, but it seems more likely that Matilda's *maritagium* was more valuable than Margery's lands, and that Margery was seeking a fairer distribution, or even that Matilda had gained all of Fulk's lands as her *maritagium*. Similarly in the same year, but in a Surrey plea, Alice and John de la Lee her husband claimed a messuage and half of thirty acres and a rent of 9s.1d. in Gomshall from her sister Beatrice and her husband Henry Crok, as Alice's share of their father's land.<sup>65</sup> Henry and Beatrice countered that they had no claim as William had given the land in question to Henry in marriage. As above, Alice and John denied this claim and stated that William had died seised and hence that the land was available for partition. Only when, and if, it became common practice to contribute the *maritagium*, or where the *maritagia* of all sisters was equal, or where the marriage portion was a sufficiently small proportion of the total inheritance, would an equal division be possible. We have seen above that there were a number of cases as late as the mid-thirteenth century where women chose not to contribute their *maritagia*.

The text of Bracton stated:

that [gift] given to the husband and wife [together], or the wife by herself some say ought to be contributed, without distinguishing further, a view I do not approve since no mention is made of marriage, and because what is commonly said [is] that a *maritagium* falls into the pot.<sup>66</sup>

Two schools of thought are apparent here, one (the original text perhaps) which distinguished between gifts made to the husband, which should not have been contributed, and those given to husband and wife, or to the wife, which should have been contributed; the second opinion, which may be due to a later reviser of Bracton, stating that only the *maritagium* needed to be contributed for division. It is evident from the cases cited here that both versions of this rule were utilised by plaintiffs and defendants in inheritance cases. Where, however, the gift was plainly identical to the *maritagium*, even though not explicitly stated as such, it would appear that

---

<sup>65</sup> *C.R.R.* vol.17 no.585.

<sup>66</sup> *Bracton* vol.2, p.79.

consideration was given that the land should be judged as such: in one case from 1227, John Little and Matilda claimed a moiety of a variety of lands in Bedfordshire from Alice, Matilda's sister, and John Blund her husband as their share of the land of William, Matilda and Alice's father.<sup>67</sup> John and Alice claimed that half a virgate had been given to them without any mention of marriage although they admitted that the rest of the land was William's and had been divided. It was decided that 'because the charter says William gave that half a virgate of land ... to the said William [*recte* John] with the same Alice, it is considered that the land falls into share as if it had been a marriage portion'. John and Matilda recovered their share and William and Alice were in mercy. Similarly in 1230 Joanna, daughter of Robert Briton, was sued for four bovates in Brinsworth by Roger de Houton who had a claim through Joanna's late husband, William.<sup>68</sup> In her defence Joanna claimed that the land was not William's, either by gift or inheritance, but was held as her father's inheritance. She claimed that her father had given that land to William as a marriage portion along with a money rent and that, after Robert's death, when the land came to be divided between Joanna and her two sisters, she was left that land, with the rent, as her portion; in other words Joanna kept her marriage portion land and rent as her share of the inheritance. Roger countered that the land had been given to William before the marriage, he could alienate it permanently if he so chose, and hence the land could not be contributed for division between sisters. Unfortunately no judgement was recorded. In 1236 Alice de Plesseto claimed her share of the family inheritance from her sisters.<sup>69</sup> They conceded most of the land that she claimed but Ralph, husband of her sister Matilda, claimed that Alice had no right to the thirty acres in Little Waltham (Essex), as this was his land given by her brother two years before he wed. Alice, however, countered that the land was Matilda's marriage portion and as such should be divided like the remainder of the lands had been. Again no judgement was recorded but it is evident that people were aware what should, and should not, have been contributed for division, and shaped their law suits to fit.

---

<sup>67</sup> Herbert Fowler, 'Justices in Eyre at Bedford 1227', no.243. A moiety of half a virgate and a rood of land plus a messuage and 16d. rent, half the service of half a virgate and half the service of an acre and half (possibly of the service) of an acre.

<sup>68</sup> C.R.R. 13, no. 2286.

<sup>69</sup> C.R.R. vol.15 no.1863.



A final case, however, suggests that some people at least may still have been confused by the relationship between *maritagium* and inheritance, or perhaps over inheritance rules generally. In an Oxfordshire plea from 1243, which clearly refers to earlier events, the marriage portion had been contributed some time before the case and the inheritance apportioned, but now there was a claim that one of the joint parceners had had no right to the land. The family tree that has been constructed below is conjectural but fits the available facts of the case whilst making sense of the arguments used in the case. William de Englefeud, Alan Basset, and Gilbert de Bassevill claimed half a knight's fee, except two carucates in Shiplake (Oxon.), from Robert Jaunvers and Muriel his wife on the grounds that it should not have been apportioned to her after the death of Geoffrey de Dunstanvill.<sup>70</sup> Muriel and Robert defended her right to the land stating that they did not deny that Geoffrey had died seised but that the land had belonged to Muriel, the mother of Muriel, and mother of her half sisters Emma, Alice and Cecily through whom the plaintiffs claimed. She stated that after Geoffrey's death the other claimants had collected Muriel as joint heir and they had all gone to the lord of the fee, Earl Robert, and made relief for the land.<sup>71</sup> After this was done all the land that Muriel had as a marriage portion from her mother, that was to say eight virgates, was placed into the pot with the other land and they all received a share so that Muriel subsequently held nothing of her original marriage portion save one virgate and five acres. Muriel and the others had perhaps thought that choosing to contribute her marriage portion gave Muriel a right to a share she was not, by law, entitled to. In the event the jury could not decide whether the partition had originally been agreed upon or not (rather than whether the *maritagium* should have been contributed in the first place), and the judgement was that Muriel was not entitled to a portion of Geoffrey's land as she was not one of his heirs. The court, however, also found that Muriel had indeed contributed her *maritagium* in return for a share and that this had to be returned to her; a judgement that resulted in much confusion for the sheriff as some of her original *maritagium* had passed into different hands after the division of the inheritance.

---

<sup>70</sup> C.R.R. vol.17 no.1374.

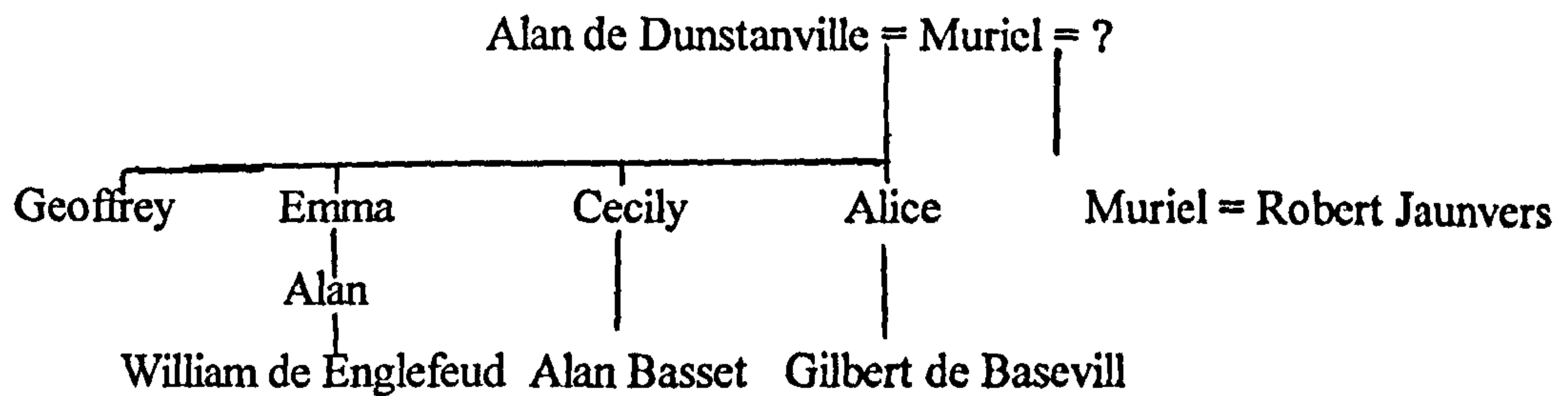


Figure 6: Family Tree of Muriel Jaunvers

The question also arises, why should the *maritagium* and not any other form of grant be contributed towards division at all? The fact that normal gifts of land, for example grants to monasteries, or even grants made to the husband before a marriage was contemplated (even where a subsequent marriage meant that the grant returned to a family member), were not considered to be part of the landed inheritance of a family when a division was made between heirs suggests that the *maritagium* was not perceived as a straightforward alienation of land, but that it served a different purpose. It seems likely, given the emphasis on inheritance of heirs to the *maritagium* and the connection with inheritance patterns, that the marriage portion was intended to be the woman's share of the family lands, assigned at her marriage rather than on the death of the head of the family. It was for this reason that the *maritagium* could be recalled and divided up, but also for this reason that the portion could be kept aside if the woman so desired. Although there are only comparatively few charters which show that the marriage portion was assigned to all, or most, daughters, within a family it also seems probable that this was a standard practice where it could be afforded.

### 8.5: Women's Land

We have seen that some land which was granted out in *maritagium* was purchased or acquired land. In a number of other cases, where evidence has survived to illustrate landholding within a family for several generations, it is also possible to see the marriage portion being recycled as 'women's land'. This was land which had been

<sup>71</sup> The word used in the text is *colegerunt* and I have to thank Mr. I. Moxon for assisting me with the translation of this word in context. The earl in question was probably Robert de Vere, earl of Oxford 1214-1221 which could put the earlier division up to 29 years previously.



obtained in *maritagium* and then immediately granted out again to a daughter or other relative as *maritagium*. The grant could be made by a father, brother or mother.<sup>72</sup> As acquired land the marriage portion was ideal for alienations to other families and to monasteries, and particularly suitable for alienations when the *maritagium* land was isolated from a family's main holdings; such lands may have been continually been regranted until finding a family to whom it was more central and becoming absorbed in the patrimony. Evidence for such chains of grants, unfortunately, is harder to locate after two consecutive generations. The Wakebridge Chartulary records the longest such chain of 'women's land' found: land passed through four generations of women as a marriage portion; Peter of Wakebridge gave four shillings rent and twenty two acres of land to Pagan de Ryley with Edelina his daughter; after the death of Pagan Edelina gave this land to Roger son of William the Clerk with Eva her daughter; Eva in turn granted the land to John of Cheshire and Amicia his wife, who was presumably Eva's daughter.<sup>73</sup> Amicia and John's son inherited the land and one of his descendants granted the land to Wakebridge. Such a practice was evidentially not confined to England; in her article on the shift from brideprice to the marriage portion in medieval Europe, Diane Owen Hughes concluded that, where the *maritagium* consisted of land rather than being a cash settlement, such land came from 'a maternal estate and perhaps constituted a separate class of female, dotal property'.<sup>74</sup>

The practice of utilising land as 'women's land' seems to have been common in both the twelfth and the thirteenth centuries, and hence probably in the eleventh century also, and evidence for it can be found in many cartularies or other sources. In one of the earliest charters referring to the marriage portion, dated 1127, Richard fitz Pons noted that he had given his wife an exchange of land in return for her original marriage portion which he had given to Elias Giffard when he married their daughter,

---

<sup>72</sup> The grants of women to daughters will be mostly discussed below in section 8.7.

<sup>73</sup> *The Cartulary of the Wakebridge Chantries at Crich*, ed., A. Saltman, Derbyshire Archaeological Record Series 6, (1976) no. 99 (undated).

<sup>74</sup> D. Owen Hughes, 'From Brideprice to Dowry in Medieval Europe' in *Women and History* 10 (1985), 13-58 at 34-5. Professor Hughes suggested that in Europe the preference seems to have been for cash dowries but this does not seem to have been the case for England. This theme was further developed by Thompson in her article 'Dowry and Inheritance Patterns'.

Bertha.<sup>75</sup> Another charter which, although dating to 1268, refers to back events in the reign of Henry II, noted that John le Gros, parson of Grittleton (Wilts.), gave ten virgates there to William de Ludyngton with his daughter, and William in turn gave that land to Richard de Dol with his daughter.<sup>76</sup> Also in the mid-twelfth century a grant was made by Elias son of Ralph to Simon de Borehard as a marriage portion when he married his daughter, of that land of Rushall (Wilts.), which he and his wife held as their marriage portion.<sup>77</sup> In 1222 we have seen that Helen, daughter of Llywelyn and Joanna daughter of King John, was married to John the Scot, the heir to the earldom, and her marriage portion included the two manors which John had granted to his illegitimate daughter in *maritagium*.<sup>78</sup> Women also granted daughters their *maritagia* in *maritagium*. Emma the widow of Walter Breton de Stedhowe, for example, gave Cecilia her daughter two bovates along with a toft and croft in Hutton, which Luciana her mother had given to her in *liberum maritagium*.<sup>79</sup>

Many more lands may have descended as women's land to women who were removed by more than a generation from each other, and the majority of these must await more detailed research to be located. To give one example Constance, illegitimate daughter of Henry I, married Roscelin, vicomte of Maine in the mid-twelfth century; her marriage portion was the manor of South Tawton in Devon.<sup>80</sup> This manor remained in the hands of the family until Constance's grand-daughter, another Constance, took it with her as *maritagium* to Roger de Tosny in whose family it remained until 1309. Indeed Kathleen Thompson has suggested that the use of land as 'women's land' was so common that 'where an estate often seems to be isolated or in some way alien to a family's property, it can often be explained as dotal property'.<sup>81</sup>

Land which had been used as dower could similarly be reused in the next generation as *maritagium*. In 1235-6 John le Pecher divided four houses in Oxford between his four daughters, Christina, Emma, Margaret and Galliana which were the houses he

<sup>75</sup> Round, *Ancient Charters*, no.12.

<sup>76</sup> *Glastonbury Cart.* vol.3 no.1202 (1268).

<sup>77</sup> *Hungerford Cart.* no.189 (1151x74).

<sup>78</sup> *Earls of Chester* no.411 (1222). See above also.

<sup>79</sup> Purvis, *Chartulary of Healaugh Park*, pp.147-8.

<sup>80</sup> Thompson, 'Dowry and Inheritance Patterns', p.51.

<sup>81</sup> *Ibid.* p.47.



had dowered his late wife with; the charter stated that, *si contingat quod aliqua dictarum filiarum mearum decedat sine liberis, tres filias meas antedictas superstites dicte domus quatour remanebunt, ut equis porcionibus inter dividant.*<sup>82</sup> The girls do not appear to have been John's heirs, however, as two later charters record John's son Gilbert giving Emma and Margery [Margaret] two messuages each, probably as the surviving sisters.<sup>83</sup> This suggests that the sisters were assigned the houses as their *maritagia*. Incidentally here the land was divided equally between the sisters. Similarly, at the end of the thirteenth century, Walter Walsh gave Gilbert de Chalcore land in Goring (Oxon), in *maritagium* with his sister, *quam Isabella le Waleys mater mea habuit in dotem in villa de Garinges.*<sup>84</sup>

*Maritagia* were thus re-used on occasion to form *maritagia* in the next generation and it is possible that an expectation that daughters had a special claim to the *maritagia* of their mothers arose as a result of such practices. When John son of Henry, for example, granted his mother's marriage portion to Oseney Abbey around 1230 he received five marks but his three sisters also received two shillings each.<sup>85</sup> Such an explanation might also be construed from evidence contained in Bracton in which the question is posed, during the discussion of inheritance and *maritagium*, 'what if a mother in her liege widowhood gives one of her several daughters her whole *maritagium*?'. We might perhaps take this to mean that a widow was generally expected to share her *maritagium* between all her daughters, rather than reserving the whole to one. In other cases we have seen that the marriage portion was granted to a younger son, a similar principle of providing for non-inheriting children, and it should therefore come as little surprise that the *maritagium* was often handed out as the share of a daughter.

### 8.6: Married Women

Married women were unable to exert control over their marriage portions, they were subordinate to their husbands. This is not to say that they had no power over this

<sup>82</sup> *Oseney Cart.* vol.2 no.935 (1235-6).

<sup>83</sup> *Ibid.* vol.2 nos.936 (2 messuages were given to Emma, probably summer 1245) and 937 (2 messuages are to go to Margery, probably summer 1245).

<sup>84</sup> *The Goring Charters*, ed., T.R. Gambier-Perry, Oxfordshire Record Society 13, (1931) no. 60 (1295).

land at all; we have seen that as joint-owners of the *maritagium* the consent of the woman was necessary if the husband was to make any grant permanent. This held true for any land of which a woman was seised such as her inheritance, and it was almost certainly due to the need for the wife's consent to be registered in order for the grant to take hold that joint grants initially arose. Where we see joint grants we can therefore be assured that the wife had a claim on that particular piece of land. There can also be little doubt that some married women at least were able to control, or influence, the fate of, their *maritagia*. We can see two twelfth-century women doing precisely this. Maud, daughter of Count Stephen of Brittany, granted the church of St Andrew to Bridlington Priory in the early-twelfth century. In the charter notifying Archbishop Thurstan of York of the gift it was noted only that she had made the grant *consensu domini mei Walteri de maritagio meo*.<sup>86</sup> Gundreda de Warenne, at the other end of the century does not seem to have granted her own land but instead persuaded her husband to grant the church of Little Fakenham (Suffolk) to St Denys; in her confirmation she noted that the gift was *sicut Galfridus Hosatus dominus meus eis dedit et ad petitionem meam et instanciam domino Iohanni Norewicensi episcopo presentavit*.<sup>87</sup> This may illustrate a shift over the twelfth century from action to petition in relation to wives' control of their lands. Women in the early-twelfth century may similarly have been able to alienate their dowers for religious purposes: for example, in 1137 Edith Forne, wife of Robert d'Oylly, granted thirty five acres in Weston on the Green (Oxon), to Thame Priory which she noted was, *de duario meo*.<sup>88</sup> Both grants were made to religious houses which may have aided the decision of their husbands to consent to the grant.

It is possible that women who were separated from their husbands, particularly if they had wealthy and influential kin, may have been able to control their lands during their separation in certain circumstances. Amicia, countess of Hertford, and daughter of William, earl of Gloucester, for instance founded a hospital in Sudbury *in feodo meo proprio et libero maritagio meo* possibly whilst separated from Richard, earl of

---

<sup>85</sup> *Oseney Cart.* vol.6 no.1063A (c.1230).

<sup>86</sup> *E.Y.C.* vol.5 no.390 (1125x30).

<sup>87</sup> *St Denys* vol.1 no.12 and *Hatton's Book* no.219. Geoffrey's original grant must have been made prior to 1180 when the bishop of Norwich confirmed the gift; this confirmation could date to before his death in 1193 or prior to Gundreda's own death in 1224.



Hertford.<sup>89</sup> She was separated from her husband before 1200 as a court case in that year to find if she disseised her men of Sudbury (Suffolk), noted that, *comitissa dicit quod ipsa, cum per lineam consanguinitatis per preceptum summi pontificis separata fuit a comite de Clar' viro suo.*<sup>90</sup> Unfortunately the evidence for Amicia's seisin prior to the divorce is debatable but there is one 1278 case which shows a woman in possession of her *maritagium* after her husband had left her; in this case she was also allowed to reclaim her property which a strict interpretation of the facts of the case would have denied her.<sup>91</sup> Osanna, who brought the suit did so with the nominal aid of her husband Alexander of Stockton from whom she had separated, had actually had seisin of the land for five years after they separated before the land was taken necessitating the court case; this suggests that other widows could hold some land even where abandoned by their husbands.<sup>92</sup> In the suit Osanna asked for the recovery of a half toft in Linthorpe from Roger le Fraunceys as her *maritagium*; Roger stated that Alexander was not present and asked if he had to reply without his presence, plainly banking on the fact that Osanna would not be able to do so. The details of the case then emerged: Osanna stated that Alexander had left her twenty years ago due to her poverty, and the jury stated that he had left to seek his living as a sailor. She had retained the property which was her *maritagium* until Roger had disseised her of it twelve years ago (the jurors added the twist that this had occurred when she had left to get medicine for her sick sister). She further stated that Roger, who had purchased the other half toft from her brother, had bribed Alexander not to appear. The case was adjourned to enable Osanna to seek her husband and bring him to court. She was unable to do so, although Alexander had been found at Hartlepool, but nevertheless judgement was given for her as she had held the land and Roger had no title.

---

<sup>88</sup> Salter, *Thame Cartulary* vol.1 no.2 (1137).

<sup>89</sup> *Stoke by Clare Cartulary, BL Cotton Appx. xxi*, ed., C. Harper-Bill and R. Mortimer, 3 vols., Suffolk Record Society, Suffolk Charters, vols. 4-6, (1982-84) vol. 1 no.63 (1198-1217).

<sup>90</sup> *C.R.R.* vol.1 p.186.

<sup>91</sup> I have to thank Paul Brand for permission to use this case and for a preview of an unpublished article '*Cui in Vita Sua Contradicere Non Potuit: Husbands and Wives and Power within the Family in Thirteenth Century England*', presented to the NYU Legal History Colloquium 1994.

<sup>92</sup> P.R.O. JUST 1/1238 m.1 (1278 assize session before Reigate and Northborough). Details cited from Brand '*Cui in Vita*'.

### 8.7: Widows

With the exception of women in some boroughs, we have seen that a woman regained full seisin of her marriage portion in her widowhood, even when the land had been confiscated for the crimes of her husband, or had been granted away by him, and almost certainly regardless of whether or not she had born children of the marriage. This land would have helped to make a widow an attractive marital proposition whether she desired this or not; we can see evidence on the pipe rolls of both men rendering money for a widow of her lands, and widows rendering account not to be remarried against their will. Many widows seem to have exercised their seisin freely, although we have seen that, particularly for the twelfth century, some widows may have been under the control of their sons. Furthermore in one charter we find a widow granting her *maritagium* with the consent of her father and mother. In 1263-4 Maria, daughter of William Spicer granted the land with its buildings and appurtenances in the parish of St Peter, Oxford, which William and Gunnora, her mother, had granted to her in *liberum maritagium* to Thomas de Beuerlaco, a citizen of London.<sup>93</sup> This was done, *de expresso consensu dicti Willelmi patris mei et voluntate Gunnore et consensu, uxoris predicti Willelmi, matris mee*. From the wording of the charter it is likely that Maria sought the consent of her parents because the land was her mother's land; Gunnora could have placed a claim to the land in her widowhood, if she survived her husband, and hence the donee would have been concerned to secure her consent in order to secure his claim to the land.

In the majority of the charters made by widows the marriage portion is stated to be that which was given 'to them' in marriage, not as that which was given 'with them'. To give but a few examples: in the reign of Henry III Alice, daughter of Simon Harm of Bricklesworth, granted nine acres of arable land to Ralph Russel for three marks and one pence at Easter, *de terra illa quam meus [pater dedit] mihi in liberum maritagium*.<sup>94</sup> Olive, widow of William son of William Sarpe de Frenge (probably

<sup>93</sup> Salter, *Cartulary of the Hospital of St John the Baptist* vol.1 no.268 (1263x4).

<sup>94</sup> P.R.O. E40/5019 (Henry III). Cecilia widow of Ramis de Purcepole granted two acres to Adam de Basing for four shillings, this being land which Jordan her father, *mihi dedit in libero maritagio*.E326/2347.



Frenze, Norfolk), likewise referred to land which, *habui in maritagio ex dono Radulfi Dawe patris mei*, when she granted three and a half acres and half a rood to Thomas son of William de Hakeford (Hackford, Norfolk).<sup>95</sup> In the case noted above Maria stated that William and Gunnora had, *michi in liberum maritagium dederunt et concesserunt*. Even where charters noted that the *maritagium* had been granted with the woman, it is evident from the context that the widow was exercising the same seisin over her land as the more assertively worded charters showed. In the early thirteenth century Alice, sister of Robert Pigun, for instance, granted a toft in Hopperton to Nicholas Maleverer and his wife, *illud videlicet toftum quod frater suus ... dedit secum in libero maritagio Willelmo de Surais*.<sup>96</sup> Many widows also utilised the possessive phrase, *maritagio meo*, in their charters thus placing a claim in the land and stating their right to be able to freely grant the land.<sup>↓</sup> Alice, widow of William Haverhill, a burgess of London, for example, granted eight shillings of rent, *de libero maritagio meo*, to Sayer fitz Henry for six marks and half a pound of cumin or one pence at Christmas.<sup>97</sup> When later charters were made concerning the marriage portion by people other than the donees again the land was often similarly referred to as being granted to the woman, not with her: when Hugh de Tranby granted a toft and land in Tranby to his nephew at the petition of his sister, at the end of the twelfth century, he noted that this was land which *pater meus dedit Huline sorori mee in maritagium*.<sup>98</sup> Also at the end of the twelfth century Roger the Engineer made one charter granting Luffield Priory a rent from land which he had given as a marriage portion with, *cum*, his daughter; in a later charter he granted the actual land, *quas dedi filie mee*.<sup>99</sup> In other cases, where a number of charters have survived which relate to *maritagium* land, we can see that the land was granted in marriage but that subsequent charters do not refer to the land as *maritagium*. To give one such

<sup>95</sup> P.R.O. E40/5558 (undated).

<sup>96</sup> E.Y.C. vol.2 no.733 (no date). Margery, widow of Henry Cultellani referred to the land *quam Arnaldus Arcenarius pater meus dedit Henrico...mecum in liberum maritagium*; P.R.O. E40/1892 (c.1247). Aveline, widow of Adam of Dodington granted her daughter a rent *quam Ricardus pater meus...dedit mecum in maritagio Ade*; *The Cartulary of Shrewsbury Abbey*, ed., U. Rees (2 vols., Aberystwyth, 1975) vol.1 no.177B (early-thirteenth century).

<sup>97</sup> P.R.O. E40/6249 (1223-5). Agnes, widow of Walter Pruell granted two and a half acres of land to St Mary of Bardsley *de libero maritagio meo*; P.R.O. E326/5554. Scolastica, widow of Henry son of Guy confirmed the sale *de maritagio meo*; *OseneyCart.* vol. 2 no.823 (c.1230).

<sup>98</sup> E.Y.C. vol.12 no.85 (1192x1218). See also Walter to Blythburgh *de libero maritagio Matildis uxoris mee*; Harper-Bill, *Cartulary of Blythburgh Priory*, vol.1 no. 214 (1154).

<sup>99</sup> Elvey, *Luffield Priory Charters*, vol.1 nos.103-4 (c.1190x1200).



example when Walter son of Richard granted thirteen acres of land on the Isle of Wight to William son of Cecily the gift was made, *cum filia mea Cristina in maritagium*.<sup>100</sup> William and Christina subsequently gave six acres of this land to Carisbrooke Priory, which grant was then confirmed by Christina and by Henry their son: none of these grants noted that the land was held as marriage land.<sup>101</sup> Coupled with the evidence of women using possessive language to denote the marriage portion it is possible that in such circumstances there was no need to state how the land was held, it was accepted that the land simply belonged to the woman.

Until at least 1285 it is evident, both from the complaints raised by the barons and the evidence presented here, that widows had the ability to dispose of their *maritagia* even where they had borne no children. We can see evidence for this although, like the grants of men from the marriage portion, much of the evidence for widows' use of their *maritagia* comes from the cartularies of religious houses. There is therefore ample evidence to show widows granting land from their *maritagia* to monasteries. Muriel de Munteni, for example, granted a villein and the land which he held from her marriage portion to St Mary's Clerkenwell, the foundation of her husband Jordan de Briset, in her widowhood.<sup>102</sup> Widows can also often be found confirming the grants which their husbands made from their marriage portions. Agnes, widow of William I de Bleys, confirmed the grants of Geoffrey and William Caper to Sibton Abbey from her marriage portion which William de Bleys had granted to them.<sup>103</sup> A widow could also add a gift to her confirmation: Gundreda de Stoke confirmed the donation she and her husband had previously made to Stoke by Clare Abbey and added the gift of twelve pence rent from two messuages which were her inheritance and marriage portion for the soul of her husband.<sup>104</sup> The Church could also gain *maritagia* in other ways: Alice, daughter of Henry the clerk, for instance, sold her marriage portion of

---

<sup>100</sup> Hockey, *Cartulary of Carisbrooke Priory* no.91 (c.1200).

<sup>101</sup> *Ibid.* nos. 101(c.1205), 102 (confirmation of Christina in her widowhood, c.1240) and 103 (confirmation of their son, c.1240). Similarly *Thurgarton* nos.284 (William son of Alice to Richard son of William Hurle in free marriage with Alice, mid-thirteenth century), 285 (Richard and Alice to Thurgarton, mid-thirteenth century) and 236 (confirmation by Alice in her widowhood, mid-late thirteenth century).

<sup>102</sup> Hassal, *Cartulary of St Mary's* no. 84 (1173-9).

<sup>103</sup> *Sibton Cart.* vol.3 no.770 (early-thirteenth century).

<sup>104</sup> *Stoke by Clare* vol.2 no.233 (late-twelfth century, after 1166).



two acres in Wighill to Healaugh Priory for two marks *quas ...contulerunt michi in maxima necessitate mea.*<sup>105</sup>

There is also evidence to show a wider range of activities by widows which shows that their control over the marriage portion was not limited to pious donations to family foundations. Grants to family members from the *maritagia* were, for example, fairly common. In the early-thirteenth century Margery de Rya, for instance, granted her brother, William son of William, in her widowhood a mill and five shillings rent which their father had granted her in *maritagium*, *hanc autem donationem et quietam clamantiam feci Willelmo pro magnis dampnis et magnis destructionibus quas rex Johannis fecit ei quando Rogerus de Cressi desponsavit Ysabellam filiam meam.*<sup>106</sup> The widow of John Puppington granted her *maritagium* of property in Worcester to her brother John de Felp.<sup>107</sup> In addition we have already seen that sons could benefit from the generosity of their mothers and receive *maritagium* land. Other widows similarly acted to provide land for their daughters from their *maritagia*, as indeed some widows did from their inheritance. Such grants often took the form of *maritagia* grants themselves and this can be linked with the tendency, noted above, to use certain lands as 'women's land'. The charter of Emma daughter of William Aluet, however, merely granted her daughter Agnes her own *maritagium* land, one fore-earth and one acre in Haytesbury, with no mention that the land constituted Agnes's marriage portion.<sup>108</sup> Most of the evidence for grants made in *maritagia* from the *maritagium* of the mother dates from the thirteenth century but we have seen that, towards the end of the twelfth century, Matilda of Rimington granted William of Whitewell six acres, a messuage and other land in Rimington in *maritagium* with Alice her daughter from her own free marriage portion.<sup>109</sup> In addition we know that at least one charter of a widow granting land from her inheritance to a daughter, as opposed to land from her marriage portion, does survive from the twelfth century.<sup>110</sup>

<sup>105</sup> Purvis, *Chartulary of Healaugh Park* p.30 (undated).

<sup>106</sup> *Sibton Cart.* vol. 2 no.159 (after 1207).

<sup>107</sup> *Original Charters Relating to the City of Worcester*, ed., J.H. Bloom, Worcester Historical Society 27 (1909) no. 1391 (no date). The name of the widow has been lost.

<sup>108</sup> *Hungerford Cart.* no.526 (probably late-thirteenth century).

<sup>109</sup> *Pudsey Deeds* no. 10 (temp. Richard I). We have seen that Matilda also granted land to her son from her marriage portion p.217.

<sup>110</sup> *Haughmond Cart.* no.507 (1182x1201).

This suggests that the lack of twelfth-century evidence for women passing *maritagia* on to daughters may be the result of poor survival rates rather than any other factor.

Both widows with and, apparently without, sons granted lands from their *maritagia* to their daughters. At the start of the thirteenth century, for example, Aveline, widow of Adam de Dodington granted twelve pence rent per annum and half of her land in the field of monk's foregate/ from her *maritagium* to Adam son of Adam de Chetwynd with her daughter Hawise.<sup>111</sup> At the opposite end of the century Christina de la March granted half a tenement in Southampton to Michael Balaam with her daughter Alice in *maritagium*.<sup>112</sup> In contrast a charter of Agnes, widow of William de Blanchevil, made with the consent of her son Adam, noted that Agnes granted John Trite all the land, *quam Willelmus de Pesenhall frater meus dedit mihi in liberum maritagium* with the exception of the acre which she had given in *maritagium* to Juliana her daughter.<sup>113</sup> Similarly when Agnes de Percy granted land to her son Richard at the end of the twelfth century she excepted the land *quas dedi Johanni de Daiuill cum filia mea in matrimonio*.<sup>114</sup> Isolde, daughter of Elias of Hutton granted her *maritagium* land in Hutton (Cumb.), to John of Haydock with her daughter, Agnes, in the early-thirteenth century, and when they in turn granted the land to Cockersand Abbey John and Agnes noted that this was, 'known as Isolde's land'.<sup>115</sup> John and Agnes also stated that they had the charter of Elias granting the land in free marriage, that of Isolde granting the land in free marriage, the charter of Richard de Culchet, Isolde's second husband, granting the land in free marriage, and the charter of Agnes's brother Reginald confirming the grant. As the *maritagium* had originally been granted to one Henry son of Gilbert with Isolde it seems that we have here the *maritagium* passing to the daughter of a second marriage. It is not entirely clear why widows with heirs should have granted land to their daughters for their marriage portion: this may have been due to an expectation that the marriage portion should be used as women's land; or, more probably, the daughter had not been endowed by her father before his death and the heir was unwilling or unable, perhaps due to his age, to

<sup>111</sup> Rees, *Cartulary of Shrewsbury Abbey* vol.1 no.177B (early-thirteenth century).

<sup>112</sup> *St Denys* no.69 (c.1290-1330).

<sup>113</sup> P.R.O. E40/3379 (undated).

<sup>114</sup> *E.Y.C.* vol.2 no.84 (1180x1204).



do so. Alternatively these charters could be confirmations of grants made by the husband to which the widow needed to restate her consent, in identical granting language, in her widowhood; in the case of Isolde daughter of Elias, noted above, the fact that her second husband had given the land to John of Haydock with Agnes suggests that this was the case.

Widows also granted or sold their *maritagia* to people outside their families according to whim or need, some examples of which we have already seen. In the mid-thirteenth century Brian of Killingewyk, and Gilbert Quincomers and Isabella, for instance claimed the reversion of two parts of a toft, two bovates and four acres in Catton, which had been granted as a marriage portion from one Alice Aungevin of Catton.<sup>116</sup> Alice stated that Alice de Catton, whose *maritagium* the land was, had feoffed her a year before her death and that there could therefore be no reversion; presumably the original enfeoffment had taken place before the enactment of *De Donis*.<sup>117</sup> The others could not deny this and Alice went *sine die*. Another widow, Matilda widow of Simon de Bradeham, granted four acres of land in Garboldisham and Bradenham (Norfolk), *de libero maritagio meo*, to Michael de Winwerthing in return for fourteen shillings and the service of ten pence per annum.<sup>118</sup> Cecily, daughter of Jordan de Purcepole and widow of Ramis de Purcepole, granted her rights to two acres in the parish of St Pancras, which was her marriage portion, to Adam Basing in return for four shillings.<sup>119</sup>

### 8.8: Conclusion

Many families in the twelfth and thirteenth centuries seem to have been comparatively generous towards their daughters (even illegitimate ones), providing those who wed with *maritagia* of either lands, rents or goods and those who entered convents with a similar form of endowment. In addition to dower, therefore, many women would have possessed a landed *maritagium* to provide for their widowhood. Others may

---

<sup>115</sup> Farrer, *Chartulary of Cockersand Abbey* part two vol.1 p.417. This records the grant made by John of Haydock and Agnes to Cockersand, (c.1240x56).

<sup>116</sup> P.R.O. JUST 1/1046 m.31d.

<sup>117</sup> Mason, 'Maritagium and the Changing Law' cites a case which settled in a compromise for this reason.

<sup>118</sup> P.R.O. E40/5554 (undated).

have received chattels rather than land. How widespread this practice was is impossible to state for certain but the evidence suggests that those families who could afford to cater for more than one daughter did so. This in turn provides additional evidence to support the belief that many families may have been similarly generous towards younger sons, particularly in the earlier period.<sup>120</sup> In 1212, for example, Robert, father of Peter de Stalmin was noted as having granted Siward son of Uck six bovates of land with his daughter in *maritagium* and two bovates to each of his younger sons Henry and Alan.<sup>121</sup> It would appear from these charters that although there was no doubt that one son would inherit the bulk of the family lands in the twelfth and thirteenth centuries, there was a moral obligation to provide for all members of the family.

The similarity between multiple *maritagia* for daughters and inheritance parcenry carries the strong implication that the marriage portion was intended to act as a woman's share of the inheritance. Indeed historians have quite rightly made this assumption. Given that it is possible to trace the custom of granting *maritagia* to more than one sister to the early-twelfth century, with the implication that this was a still older custom, it is also probable that female parcenry of inheritance was similarly an early twelfth, or even an eleventh-century custom. This is not to say that the division between daughters was equal either in their *maritagia* or inherited portions prior to the thirteenth century; a number of factors would have influenced both *maritagia* and inheritance such as political interest, and possibly birth order. Even in the thirteenth century the *maritagia* of sisters may not have been equal. Furthermore the fact that the *maritagium* could be either retained by a woman or contributed towards the partitioning of inheritance must have served to complicate female inheritance practices, and must at least occasionally have resulted in an imbalance between the shares of sisters, even in the thirteenth century.

---

<sup>119</sup> P.R.O. E326/2347 (undated).

<sup>120</sup> Thomas, *Vassals, Heiresses, Crusaders and Thugs*, notes with reference to the middle ranking families of Angevin Yorkshire that, 'a brief survey of four families for which ample evidence does exist strongly suggests that there was a standard practice of providing each and every family member with some share of the family estates' p.122.

<sup>121</sup> *Book of Fees* vol.1 p.213.



Regardless of how many sisters received *maritagia*, however, it is evident that those women who did obtain one regarded the land as their property and their charters reflected this fact. Widows were free to sell, grant or lease this land as they pleased, even to the disinheritance of their heirs and in this respect the *maritagium* was more useful to a widow than the dower assignment. Such grants, however, at least on the part of childless widows, aroused complaints and in 1285 action was eventually taken against alienations from the marriage portion by both male and female recipients of *maritagia*, reducing the *maritagium* to the same status as dower. Until this date though, widows continued to utilise their *maritagia*, many granting their land in turn to their daughters in *maritagium*. Fathers also granted land which they had gained with their wife in *maritagium* to their daughters, the marriage portion was ideal for such a grant being acquired land and often distant from the main family lands; there may even have been an expectation that the *maritagium* should be set aside for daughters. The *maritagium* thus formed a useful resource for both men and women, even if the woman to whom it had been granted did not survive her husband in order to enter her lands *in ligia potestate sua*.

## CHAPTER NINE: CONCLUSION

The first appearance of a *maritagium*, the gift of land or rents, or a mixture of the two, given upon marriage, in the English sources can be found in Domesday Book in 1086; there is no hint in the Anglo-Saxon sources of this particular type of grant. Dower too seems to have been introduced by the Normans but has parallels with the custom of the morning-gift in Anglo-Saxon society. It is, however, possible that immediately prior to the Conquest some Anglo-Saxons had granted a dowry grant which resembled the *maritagium* in that it came from the bride's family or that Anglo-French marriages prior to 1066 had occasioned the gift of a *maritagium*. Malcolm of Scotland, in 1068, was said to have claimed Lothian as the *maritagium* of his wife, the Anglo-Saxon princess Margaret, but this does not, in itself prove that the British used a *maritagium* grant, merely that Malcolm took advantage of this custom. The Norman sources, however, show that grants of land were already being made at marriage by the bride's family, at least at the highest level, at the turn of the eleventh century: when Duke Richard II of Normandy gave his sister, Matilda, in marriage to Eudes, count of Chartres, prior to 1005 he gave her with, 'half the castle of Dreux with the adjacent land on the River Avre'.<sup>1</sup> It is therefore probable that the custom of the *maritagium* was a Norman one brought over to England around the time of the Conquest. It would also appear from the Norman sources that the practice was sufficiently old and well-practised to have had already acquired certain customs before its arrival in England, such as the return of the marriage portion to the donor or his heirs if the woman with whom the *maritagium* had been granted died without having borne children. Indeed the linguistic evidence of the use of the same word, *maritagium*, for both marriage and the marriage portion in the Latin sources in itself suggests that the gift was inseparable from the contracting of a marriage, and widely used as a symbol that a marriage had taken place, as Barthélemy suggested. The presence of the gift in the early eleventh century would certainly explain why the *maritagia* grants, when they begin to survive in any numbers, appear so uniform; excepting minor stylistic details, from the twelfth century onwards, the

---

<sup>1</sup> Van Houts, *The Gesta Normannorum Ducum*, vol.2 p.23.



evidence of the charters, and later the legal cases, shows very little difference in the essentials of the gift, regardless of location, or the wealth of the donor.

In essence the *maritagium* was a grant from the family of the bride; the donor could be male or female, although as would be expected the donor was generally male, usually the father or the brother of the bride. On occasion we find women granting *maritagia*, and when we do, such women are overwhelmingly the mother of the bride. In addition there are a small number of charters which show the gift of a *maritagium* being made from the husband's family, or by the husband himself; this again suggests that the grant had an important place in contracting a marriage. By the thirteenth century the custom of granting a *maritagium* can be shown to have penetrated all ranks of society; it is likely that this was also the case for the later eleventh and twelfth centuries, although the surviving evidence is too slight to support this conjecture. The evidence of the earliest surviving *maritagia* charters from the twelfth century would indicate that the *maritagium* grant passed from the bride's family to the groom, the woman merely acting as the means of transfer; however from the evidence of other charters of the same date, which show widows utilising the *maritagium*, and from the legal evidence, it is clear that this was not in fact the case. Indeed from the earliest evidence, that of Domesday Book, where we find Azalina, widow of Ralph Tallboys, in seisin of her *maritagium*, it is apparent that the *maritagium* resembled the inherited lands of a woman: that is to say, for the duration of a woman's marriage her lands were under the control of her husband, after his death seisin technically returned to her. This right of a widow to hold her *maritagium* and her dower was stated in the 1100 Coronation Charter of Henry I, and lay at the basis of subsequent legal custom. Indeed it is evident from the charters themselves that the language used evolved over the twelfth century to reflect this fact; changing from a gift made from a man to a man with a woman, to a gift made to a couple.

The fact of a widow's seisin of her *maritagium* is reinforced by the customs to be found written in the works attributed to Glanvill and Bracton which date from the late twelfth and early thirteenth centuries, and in Normandy those found in the *Tres Ancien*

*Coutumier*, and also by the surviving law suits recorded at the eyes of medieval England. Again these accept the basic premise that the *maritagium* was accounted the lands of the woman. Women were to receive their marriage portions after a divorce, or if their husband had committed a felony, as they would any land which they had inherited. This seisin in turn was accepted by the plaintiffs and defendants of medieval England, who manipulated the rules governing the *maritagium* as it suited them in order to place or deny a claim to land. Nor could the donor of the *maritagium* later retract his grant of land in marriage, or an heir protest the gift; once given he lost all rights to his land save that of reversion. By the thirteenth century a widow could recover *maritagium* land which had been alienated in the course of her marriage through the writ of *cui in vita*, if it was found that she had indeed not consented to grants which her husband had made from her portion. This was a natural consequence of the rights of both husband and wife over the *maritagium*. After her husband's death a woman regained legal rights over her seisin, all a widow needed to prove was that the land was indeed her marriage portion and that she had not consented to any alienations, then reclaim it, and this was often aided by the existence of the charter which noted the grant of the land. Where the *maritagium* had not been granted away from the other lands of the family it must have been a relatively simple matter for a widow to take her land back into her hand, and, although some heirs attempted to prevent this, the majority of *maritagia* would indeed seem to have passed back to the widow peacefully. In contrast a woman's title to dower rested solely through her husband, the lands were his, not hers, and her dower lands had to be claimed and proved to be her assigned dower after his death from his family (indeed one of the principal disputes over dower was how much land had actually been assigned, if at all, to the woman in the first place). If the dower land assigned to the widow had been granted away during the marriage she then had also to go to law to reclaim her lands. I believe that it is this difference between *maritagium* and dower which accounts for the greater proportion of dower claims to be found on the rolls; women simply found it easier to reclaim *maritagium* without going to law. The *maritagium* was accepted to belong to the woman, dower lands belonged to the husband, and by extension to his heir, and had to be requested.



There is also sufficient evidence to indicate that a *maritagium* grant was given to more than one daughter if a family had sufficient resources to do so, and not only to heiresses; we can even see that on occasion illegitimate daughters received a *maritagium*. This implies that medieval society, in this period, did not concentrate all its resources in the hands of one heir but distributed some land to women, with the implication that younger sons would have received a similar allotment. The granting of *maritagia* to more than one daughter also resembles closely the pattern of female inheritance at this period, whereby women shared in inheritance, in contrast to the male pattern of concentrating resources on one heir. In addition the *maritagium* had a further role to play in inheritance practices; the marriage portion of an heiress had to be taken into account when the division of lands was made. Each heiress who had received a *maritagium* could either contribute her land into the pot, entitling her to share in the division of the total inheritance, or the *maritagium* could be withheld and constitute that woman's share. This was the case even when one woman's *maritagium* consisted of the bulk of the lands of a family and withholding the *maritagium* would have deprived the co-heiresses. No other grant made from the inheritance had to be taken into account in this fashion and this suggests that the *maritagium* grant was regarded as a woman's share of the inheritance, given to her at marriage rather than on the death of her parent. Furthermore the fact that one woman with a large *maritagium* could choose to withhold that land suggests that female inheritance, even in the thirteenth century, was not necessarily as equal as has been suggested, notably by Holt.

The fact that the *maritagium* was accounted the share of a woman did not, however, mean that all widows, particularly in the earliest period, would have been able to control their lands. Almost certainly many widows would have fallen under the guardianship of their adult sons if they had them, or returned to their families; perhaps only the most exceptional, or wealthy, widows in the twelfth century controlled their own lands. Indeed there is evidence from several charters and law suits that adult sons were in actual, if not strictly legal, seisin of their mothers' *maritagia*. Nevertheless the fact of a woman's seisin of the *maritagium* has several important ramifications for the position of women within eleventh, twelfth and thirteenth-century society. The acquisition of a

*maritagium* gave those women who received one a claim to lands which they might not otherwise have gained. At its most basic level the gift must have served to make both unmarried women, and widows, more marriageable. Particularly for widows, who also received a dower from the lands of their deceased husband, the combination of the two gifts must have made many an attractive marital proposition. Perhaps for some widows the combination made them too attractive; in addition to the payments found on the rolls rendered by men seeking wealthy widows we also find payments from widows seeking to enjoy their *maritagia* and dowers in peace. Furthermore, unlike dower, the *maritagium* resembled inherited land in that it could be permanently alienated by a widow, at least until 1285, if she so desired. Until this date widows can be seen utilising their *maritagia* in a variety of ways, including grants and sales of the land and this would have given widows who were not heiresses a measure of independence.

The right of women to keep their marriage portion, and the fact that they could pass control of the *maritagium* on to their second, or even third, husbands as they would inherited land, who in turn could keep the land after the death of the woman if the couple had children, must also be considered in the context of the heir. A long widowhood, coupled with curtesy could conceivably have kept the marriage portion out of the control of the next heir for forty or fifty years. In addition, unlike dower, until 1285 heirs had no legal recourse to the use or misuse to which a woman put her *maritagium*. In 1285, however, the statute *De Donis* stripped the rights of holders of a *maritagium*, both male or female, to alienate that land in such a way that inheritance by the heir, or reversion to the donor, was hindered. This statute illustrates the second, and quite probably the primary, function of the *maritagium*: the land was intended to provide for the heirs of the marriage, and more pertinently, the heirs, often the grandchildren, of the donor. Again this is evident from the *maritagia* charters; over the twelfth and thirteenth century the *maritagium* became entailed on the heirs of the couple, or even the heirs of the woman, rather than merely the heirs of the husband. If the woman died without children born of the marriage the land was to revert to the donor; exceptions were made to this rule but they merely serve to underline the normal course of events. In addition it is only towards the very end of the thirteenth century, immediately prior to



*De Donis*, that the land becomes entailed to the heirs or assigns of a couple, and only in a handful of charters at that. It is clear that the donors intended the land to pass to their descendants; although they were prepared to allow women seisin of the *maritagium* for their widowhoods, the rumblings of discontent evident in the Petition of the Barons illustrate that donors were increasingly unhappy, during the course of the thirteenth century, for the land to be denied the heirs, or denied reversion if there were no heirs. By the end of the thirteenth century donors took recourse in legislation to ensure that the *maritagium* passed to their heirs. It is, however, possible that the shift in the fourteenth century to money portions was the result of the combination of increased pressure on the landed reserves of a family and a desire to circumvent the stipulations of *De Donis*.

The gift of the *maritagium* also contributed to the role of marriage as a political and social tool, creating bonds between two families. Because the grant involved the passing of land from one family to another the *maritagium* enabled marriage to be used in a variety of ways, for example as a means of dispute settlement, particularly over disputed seisin of land. The fact that the *maritagium* entailed a tenurial relationship between donor and donees also ensured that the portion could be used to create or strengthen social bonds. In addition by making prudent marriages a family could also accumulate land near the centre of the patrimony whilst disposing of outlying land as *maritagia* in turn. This outlying land would lie near the patrimony of another family and the *maritagium* could thus be used as a tool to concentrate the lands of a family. There is sufficient evidence to show that many families utilised certain lands as 'women's lands', whereby the women of the family could be provided with land without unduly depriving the heir of his patrimony. In addition we can see the *maritagium* being used to provide land for non-inheriting children, following the principle of providing for children without stripping the patrimony to do so. Not only was the *maritagium* of a woman used, either by herself or her husband, to provide the marriage portion of her daughter but on occasion the *maritagium* was passed to a younger son, to provide him with lands. Coupled with the fact that a husband had control of his wife's *maritagium* during their marriage we can see that the marriage portion was a useful and valuable acquisition for a family regardless of the size of the *maritagium* in relation to the patrimony.

In conclusion the *maritagium* played a varied role in medieval society. It was of use to both men and women, their sons and daughters. It could be used to create an alliance or to settle a dispute. It served to provide women with a share of the patrimony of their family, and husbands with land, and in turn this land was to pass to their heirs; indeed I suspect that the gift originally arose from the provision of land for a couple to use so that they were not directly supported from the lands of their parents. Women may have been able to accumulate more than one dower, and dower may perhaps have been more valuable in terms of revenue to a widow, but a widow's rights over her dower were not comparable to those over her *maritagium*. In terms of personal power the *maritagium* was much more valuable to a widow, until 1285, than her dower. The grant of marriage portions also enabled women who were not heiresses to gain land of their own. No matter how small the *maritagium* grant was in reality, it made women into land owners who, if not legally on a par with men, had nevertheless to be taken into account in both law and in practice where this land was concerned. It may not be too much of an exaggeration to suggest that it was the *maritagium* which gave the majority of women a legal persona of their own.



APPENDIX ONE<sup>1</sup>

## 1

*Dionisia de Chesney grants one and a half hides of land in Bereford (Barford St Michael, Oxon.) to Warin de Plaiz with Alice her daughter in marriage. Description of the land. Holding freely except for forinsec service and doing the service due where five hides equal one knight's fee in that ville.*

*Confirmation by Guy de Dives to Alice de Chesney of the land given to her in free marriage by Dionisia de Chesney. In addition Guy grants Alice one messuage which William the smith held.*

*Confirmation by Lucy de Chesney to Alice de Chesney her aunt of the land which Dionisia de Chesney, her father's mother, granted Alice in Bereford in free marriage. In addition Lucy grants Alice one messuage which William the smith held.*

[1166x1218, but probably 1180x1200]

A.: London, Public Record Office. E40/7056

Endorsed Bereford. 235 x 130. No tag or seal.

Sciunt omnes presentes et futuri quod ego Dionisia de Cheinto concessi et dedi et hac presenti carta mea confirmavi / Garino de Plaiz cum Alicia filia mea in maritagio unam hidam terre et dimidiam in villa de Bereford. Scilicet dimidiam hidam de / villinagio quam Herevicam et Thomam tenuerunt. Et unam hidam de dominico meo ad valentiam taloni quod utiaque dimidia pars illius hidam / tam valeat quantum prior dimidiam hidam de villinagio cum pratis et pasturis et aliis pertinenciis. Hanc autem terram dedi eis et heredibus / suis tenendam de me et heredibus meis libere et quiete cum omnibus libertatibus et liberis consuetudinibus, salvo servitio forinseco. Videlicet / pro servitium inde faciendo de hidam et dimidiam unde v. hidas faciunt unius militis in eadem villa. Hiis testibus.

Sciunt presentes et futuri quod ego Wido de Diva assensu et petitione Lucie uxoris mee concessi et hac presenti carta / mea confirmavi domine Alicie de Cheisni terram de Bereford cum pertinenciis quam Dionisia de Cheisni mater Radulfi de Cheisni / in

<sup>1</sup> These charters are a selection of some of the more interesting unprinted documents. Scribal errors

libero maritagio ei dedit. Et preter hoc dedi unum mesuagium quod Willelmus faber tenuit ad curiam suam essendam / in emendatione pro servitio suo. Ideo volo et precipio quod predicta Alicia de Cheisni habeat et possideat totam terram illam / cum pertinenciis in pratis et pasturis cum omnibus libertatibus sicut carta predictae Dionisie testatur illi et heredibus suis de me et heredibus meis.

Sciunt presentes et futuri quod ego Lucie de Cheisni concessi et hac presenti carta mea confirmavi domine Alicie de / Cheisni matertere mee terram de Bereford cum pertinenciis quam Dionisia de Cheisni mater patris mei Radulfi de Cheisni in / libero maritagio ei dedit. Et preter hoc dedi unum mesuagium quod Willelmus faber tenuit ad curiam suam essendam pro servitio / suo in emendatione. Ideo volo et precipio quod predicta Alicia de Cheisni habeat et possideat totam terram illam cum pertinenciis / in pratis et pasturis cum omnibus libertatibus sicut carta predictae Dionisie de Cheisni testatur ille et heredibus suis de me et heredibus meis / tenendam. Hiis testibus.

2

*Chirograph noting that Alan son of Torfin grants Roger de Arden three carrucates in Burton from Roger de Mowbray's fee with Alan's daughter. He also grants twenty eight acres there of the king's demesne, and two acres of meadow called 'Scletengra' in the same village plus one bovate in 'Blant' which is also of Roger de Mowbray's fee.*

[c.1170]

A: London, Public Record Office.E40/341

Endorsed Burtona and [Ric 1] and ?c.1170. 120 x 170. Half of 'cyrogrape' written upside down on top edge.

Sciunt tam presentes quam futuri quod Alanus filius Turfini concessit / et dedit Rogero de Ardena cum filia sua tres carrucatas terre in Bur/tona que sunt de feodo Rogeri de Mulbr' cum omnibus pertinenciis suis. Et / viginti octo acras in eadem villa que sunt de feodo domini Regis ex quibus / scilicet xx. sunt in Holmis et vii sunt in Scatoreberga et una est sub / domo Hethrie. Et duas acras prati que vocatur Scletengra. Et duas / [next line crossed through but reads, Bovatas terre in Torentana



que sunt de feodo Comitis de Richmund] Et una bovata terre in Blant que est de feodo Rogeri de Molbr' cum / omnibus earum pertinentiis in libero maritagio. Tenendas sibi et here/dibus suis de ipso Alano et de suis heredibus libere et quiete et hono/rifice et integre in omnibus rebus ad easdem terras pertinentibus. Rogerus autem dedit Radolfi filio predicti Alani pro concessione et assensu suo / unum anulum auri. Acta sunt - ad Scaccarium Londonensis coram / Domino Ricardo de Luci et Ricardo archidiacono Pictau'. Guido diacono de Waltham / Reginaldo de Warenn. Ogerio Senescallo. Radulfo Brit. Rogero filio / Reinfri.

## 3

*Charter of Simon de St Liz, earl of Huntingdon, granting ten librates of land in Exton (Rutland) to Robert in free marriage with Matilda, Simon's niece. If Robert dies before he has an heir by Matilda half of that land shall remain Matilda's as her marriage portion and half shall be held by Robert's heirs for the service which Robert holds Paxtun, that is a quater of a knight's fee. If Matilda dies before she has children then half is to return to Earl Simon and half shall be held by Robert and his heirs for that service.*

[Probably before 1153]

A: London, Public Record Office C146/1174

Endorsed Extona. 120 x 120 + 30 fold. Tag no seal.

Comes Simon omnibus hominibus suis Francis et Anglis salutem. Sciatis me dedisse et hac mea / carta confirmasse Roberto filio Walteri de Well cum Matilde nepte mee, uxore sua, in liberum / maritagium x librates terre in Extana. Scilicet duas partes demeniis mei cum domi/nica mansura et quatuordecim virgatas terre et dimidiam cum rusticis et totum boscum de Westlund. Ita quod si dictus Robertus premoriatur antequam de predicta Matilda uxore / sua heredem susceperit medietas predicti tenementi remaneat predicte Matilde ut liberum / mariagium [sic] et heredes Roberti teneant reliquam medietatem pro eodem servitio pro quo tenuit / ipse Robertus terram de Paxtun de me. Scilicet pro quarta parte feodi militis. Si autem / predicta Matilda descedat antequam Robertis de ea heredem habeat una medietas predicti / tenamenti remaneat mei et heredibus meis et reliqua medietas Roberto et heredibus suis pro / predicto servitio. Hiis testatur: Phillipio de Kym. Ricardo de Pech. Willelmo

Mauduit cam/erario. Simone fratre comitis. Johanne filio Roberti. Simone de Kym. et Willelmo fratre eius. Will/elmo de Plumton. Ricardo de Junetof. Thoma de Sumerdbi. Rogero filio Hugonis / Warnerio filio Roberti. Olweric filio Willelmi. Alano de Aven. Petro de Scrembi. Willelmo / de Hacke. - de Barkewordia at aliicis multicis.

## 4

*Charter of William de Mandeville, earl of Essex, granting Ernald de Rohinges, for his service, the land of Philip son of Godard in Edmonton with Philip's daughter. To be held for twenty six shillings a year. In addition he gives Ernald grazing for forty pigs in Enfield park each year.*

[1166x89]

A: London, Public Record Office. E40/ 2199

Endorsed Edelmiton. 180 x 160 + 25 fold. Tag no seal.

Willelmus de Mandavilla Comes Essexie. Omnibus hominibus et amicis suis Francis et Anglis, Clericis et Laicis, presentibus et futuris salutem. / Sciatis me dedisse et concessisse et presenti carta mea confirmasse Ernaldo de Rohinges pro servitio suo totam terram Philippi filii / Godardi in Edelmentona, tam de marisco quam essartibus, cum filia predicti Philippi. Sibi et heredibus suis tenendam de me et heredi/bus meis in feodo et hereditate pro xxvi solidos inde annuatim reddendo pro omni servitis ad quatuor terminos. Et concessi eidem Ernald/do et heredibus suis hereditabiliter unoquoque anno xl porcos quietos pasnagio in parco mea de Enefeld. Quare volo et fermiter precipio / quod iamdictus Ernaldus et heredes sui habeant et teneant terras predictas de me et heredibus meis pro servitium prenominatum cum omnibus perti/nenciis suis in bosco et in plano, in pratis et in pascuiis, in viis et semitis, in aquis, in vivariis et piscariis, et in omnibus aliis locis at aliis / rebus ad eandem terram pertinentibus bene et in pace, libere et quiete, cum omnibus libertatibus et liberis consuetudinibus et xl porcos unoquoque / anno pasnagio quietos in parco meo de Enefeld. Testibus hiis: Radulfo de Berneres, Willelmo de Bovilla, Sawalo de Norvilla / Ricardo de Rochelle, David de Berpanvilla, Johanne fratre suo, Gilberto de Ver, Johanne de Rochelle, Radulfo clerico, Johanne Blundo / Hugone Peverel, Waltero Camerario, Widoe de Adfeld, Huo clerico et pluribus aliis.



5

*Ricard de la Cornere grants a messuage with a croft to Juliana daughter of Edith le Walkere in free marriage at door of Solihull church which he brought from William de Oddengeseles. Location of the croft. Juliana and her heirs by Richard to hold for her life. If she dies without children then the land is to revert to Richard. Paying six shillings rent to William de Oddengeseles and two pence to William the Chaplain. Service and warranty.*

A: London, Public Record Office. C146/2560

Sciatis presentes et futuri quod ego Ricardus de la Cornere dedi et hac presenti carta mea confirmavi Juliane filie Edithe le Walkere in liberum / maritagium ad ostium ecclesie de Solihull quando eam desponsavi unam mesuagium cum uno crofto quod emi de domino Willelmo de Oddengeseles. Videlicet illum / croftum quod jacet propinquior juxta terram domini Willelmi Capelani in latitudine et extendit se in longitudine versus viam que ducit ad le Blakesteda. Habendum et tenendum de me sibi et heredibus suis de corpore meo legitime procreatis omnibus diebus vite sue. Et si ita contingat que ipsa desederat [sic] sine heredibus / de corpore meo volo quod predicta terra heredibus meis integre revertatur. Reddendo inde annuatim domino Willelmo de Oddengeseles sex denarios / et domino Willelmo capelano duos denarios et ad festum Sancti Michaelis sex denarios et ij denarios aliis pro omnibus secularibus servitis exceptis / duobus adventibus per annum curia de Solihul. Et ego predictus Ricardus predictam terram cum pertinenciis predicte Juliane pro predicto scruto ut predictum est / contra omnes homines et feminas warrantizabo aquietabo et defendam imperpetuum. Et [ut] hec mea donatio et confirmacio rata et stabilis [permaneat] presenti [carte sigillum meum apposui]. Hiis / testibus: Willelmo de Sidenhale, Henrico filio Osberti, Johanne le Walbere, Thoma de lynde, Johanne de Sinalbroc et aliis.

6

*John the Chaplain grants Letice his niece a messuage, meadow, and lands which he brought from John de Graffenton in free marriage outside the church. She and her heirs by the said John de Graffenton are to have and hold the land. Paying two pence per year to John de Graffenton and his heirs. Sealing clause.*

A: London, Public Record Office. E40/5832

200 x 85 including 10 fold. Tag and seal: brown wax, fleur de lis motif.

Sciant presentes et futuri quod ego Johannes Capellanus parsona ecclesie de Kernerw dedi, concessi, / et hac presenti carta mea confirmavi, Letitie nepti mee pro servitio suo in liberum maritagium / et in facie ecclesie mesuagium et pratum et terras sine aliquo retenemento quas emi de Johanne de Graffen/ton pro ut melius continetur et plenius in carta quam habui de dicto Johanne et quam cartam similiter eadem tradi/di in facie ecclesie. Tenendum et habendum sui et heredibus suis de se et de prenominato Johanne procreatis libere, / quiete, bene et in pacc. Reddendo inde annuatim predicto Johanne et heredibus suis duos denarios in epiphania / domini pro omnibus servitiis et secularibus demandis. Et quam hoc totum predictum volo ratum et stabilem perpetuo / permaneat huic scripto sigillum meum apposui. Hiis testibus: Willelmo Ratlan, Adam Elis, Willelmo / le Passur, Adam Beneni, Caradac filio Walteri, Johanne Hebt et multis aliis.

7

*Nicholas Longespée grants Geoffrey de Jarpunville with Alice, his daughter, a messuage and a carrucate of land in 'Little Stanmore' (? Herts.). Description of lands. This is to revert to Nicholas, his son, if Geoffrey and Alice have no heirs, then to Isabella, his daughter, if Nicholas has no heirs, and finally to the donor and his heirs. Warranty and sealing clause.*

A: London, Public Record Office. E40/2411

240 x 185 plus 20 fold. Tag, no seal. Endorsed Stanmere.

Sciant presentes et futuri quod ego Nicholaus Lungespee dedi, concessi, et hac presenti carta mea confirmavi Galfrido de Jarpunvilem / in liberum maritagium cum Alicia filia mea, unum mesuagium et unam carucatam terre cum omnibus pertinenciis suis in Parva Stanmore. Que / quidem mesuagium et terra cum omnibus pertinenciis suis quondam fuerit Henrici Boquonite militis. Preterea dedi et concessi et hac presenti / carta mea confirmavi eisdem Galfrido et Alicie quicquid habeo et habere potero in predicta villa ut in homagiis, redditibus, wardis, relevi/is, heriittis, maritagiis, auribus, consuetudinibus, boscis, planis, pratis, pascuis, pasturis, sepibus,



follatis et omnibus aliis servitiis et escha/etis que mihi decetero aliquo modo accidere poterunt vel descendere tam in dolibus quam de aliis sine ullo retenimento. Habendum et tenendum / predictis Galfrido et Alicie et heredibus suis quos legitime adinvicem ex corporibus suis procreaverint in feodo et hereditate libere, quiete / integre, bene et in pace, imperpetuum. Et faciendo capitalibus dominis feodi servitia debita et consueta pro omnibus servitibus, consuetudinibus, auxiliis, sectis / curie mee, secularibus demandis, et rebus cunctis. Et sciendum est quod si dicta Alicia sine herede corporis sui obierit predictum mesuagium et tota / terra cum omnibus pertinenciis prenominatis dicto Galfrido remaneant quamdiu vixerit. Et post decessum eiusdem Galfridi dictum mesuagium cum tota / terra et pertinenciis prenotatis descendat Nicholao filio meo et heredibus suis et si Nicholaus sine heredibus corporis sui obierit descendat Isabelle filie / mee et heredibus suis. Et si eadem Ysabella sine herede corporis sui decesserit revertatur mihi et heredibus meis propinquioribus. Et sciendum est quod ego predictus / Nicholaus vel heredes seu assignati mei aut aliquis per nos vel pro nos nullatenus poterimus nec debemus in predictis mesuagium vel terra cum suis perti/nenciis quicquam habere, exigere, capere in wardis, releviis, herettis, eschaetis, seu aliquibus aliis rebus ad nos aliquo iure spectanti/bus vindicare vel imperpetuum clamare quam predictis denarios per annum termino statuto super dictum tenementum percipiendum ut predictum est. Et ego predictus / Nicholaus et heredes mei vel mei assignati predictum mesuagium et totam terram cum omnibus pertinenciis suis prenominatis dictis Galfrido et Alicie et heredibus suis quos / adinvicem legitime procreaverint per predictum servitium ut predictum est contra omnes gentes christianos et iudcos warrantizabimus, defendemus, et acquietabimus / imperpetuum. Et ut hec mea donatio, concessio, presentis carte confirmacio, warrantisio, defensio, et acquietacio rata et stabilis finabiliter permaneat / uterque unum parti istius carte in modo cyrographi divide penes alium residenti sigillum suum apposuit. Hiis testibus: Domino Davido de Jarpunvil / Domino Ricardo de Oxehaye, Domino Rogero de la Dune, Willelmo de Paris, Godefrido de Bexles, Willelmo le Forest, Hamare filio Constanini, Roberto de Tebe/wrth, Johanne le Rent, Willelmo de Chabeham, Waltero de la Hexge, Ricardo Clerico et aliis.

## 8

*William le Westryn grants his son, Robert, and Alice daughter of Geoffrey six and a half acres of arable land, one acre and half a rood of meadow with four pieces in Flintham (Notts.) in free marriage. They are to render the customary service to John Husee, the lord of the fee.*

A: London, Public Record Office. E40/5601

190 x 115, fold 30. Tag no seal.

Sciant presentes et futuri quod ego Willelmus le Westryn de Flintham dedi, concessi, et hac presenti carta / mea, confirmavi Roberto filio meo et Alicie filie Galfridi Fremen in liberum maritagium sex / acras terre arabile et dimidiam, et unam acram prati et dimidiam rodam cum quatuor placea in villa de / Flintham que quondam fuit Galfridi Fremen. Habendum et tenendum dictis Roberto et Alicie et eorum / heredes vel assignatis libere, quiete, et in pace. Reddendo inde annuatim domino Johanni Husee / capitali domino feodi servitium debitum et consuetum. Et ego dictus Willelmus et heredes mei / vel assignati predictis Roberto et Alicie et eorum heredes vel assignati predictam placeam, terram, et / pratum cum omnibus pertinenciis contra omnes gentes warrantizabimus, acquietabimus, et in perpetuum / defendemus. In cuius rei testimonium presenti carte sigillum meum apposui. Hiis testibus domino / Johanne Husee, Willelmo de Landford, Willelmo Colstan, Willelmo Boli et Roberto aux Ange et / Roberto de Mering, et Rogero de Muston, et multis aliis.

## 9

*Notification by Walter Russel of Ansty that he has granted William Attedonende and his first wife two and a half acres in the fields of Ansty (Wilts.) for the term of their lives; that is one and a half acres lying in 'Anestyhesforlang' between Walter's land and that of Robert Messoris, and one acre in the field known as 'Timstede' which is the middle of Walter's five acres there. This was granted for 29 shillings which William gave him beforehand. William and his first wife to hold the land from Walter and his heirs for the rest of their lives. If it should happen that William dies before he marries the land shall revert to John son of Walter Attedonende for his lifetime.*

[? Before 1261]

A: Huntingdon Library, San Marino, California, HAD 2888



Omnibus Christi fidelibus ad quos presens scriptum pervenerit Walterus Russel de Anestythe salutem in domino. Noveritis me dedisse, concessisse et quietus clamasse pro me et heredibus meis Willelmo Attedonende et prime uxori sue omnibus diebus vite eorum / duas acras terre et dimidiam in campis de Anestyhe quarum una acra et dimidia acra iacent in Anestyhesforlang / inter terram meam et terram Roberti Messoris; et una acra iacet in cultura que vocatur Timstede et est media / acra de quinque acris meis pro xxix solidis argenti quos dictus Willelmus michi pre manibus donavit. Habendas et / tenendas predictas duas acras terre et dimidiam et omnibus pertinenciis suis de me et heredibus meis predictis Willelmo et prime uxore / sue omnibus diebus vite eorum libere, quiete, integre, bene, et in pace cuicumque dare, tradere vel vendere voluerint /. Et si ita contingat quod dictus Willelmus obierit ante quam uxorem aliquam habuerit predicta terra cum pertinenciis Johanni filio / Walteri Attedonende sine impedimento vel contradictione ad totam vitam suam revertatur. Reddendo inde annuatim mei et heredibus / meis predicti Willelmus et uxor eius vel Walterus prenominatus unum obolum ad festum beati Michaeli pro omnibus serviciis, sectis curie, et dem/andis omnibus secularibus. Et ego predictus Walterus et heres mei predictas duas acras terre et dimidiam acram cum pertinenciis / predictis Willelmo et prime uxoris eius vel Johanni prenominato si predictus Willelmus uxor non habuerit per predictam servicium sicut predictum est / ad totam vitam eorum contra omnes mortales warantizare, aquietare et defendere tenemur. Et si ita contingat / quod predictam terram cum pertinenciis suis warantizare non potero volo et concedo pro me et heredibus meis quod predicti / Willelmus et prima uxor eius vel Johannes prenominatus habeant et teneant duas acras terre et dimidiam de terra mea rectum gardinum meum et extendunt se in capite orientali versus gardinium meum omnibus diebus vite eorum sine contradiccione / mei vel alicuius nomine meo. Et ut hec mea donacio, concessio, et quietata clamatio rata et stabilis ad totam / vitam predictorum Willelmi et prime uxoris eius vel Johannis predicti permaneat huic scripto superstito sigilla nostra alternatim apposumus. / Hiis Testibus: Hugone de Aysgore, Henrico Just, Thome Wydemor, Roberto le Messir, Elia Vinsant et aliis.

*Walter Russel grants William de la Duneeynde and Matilda, his daughter, a messuage in Ansty (Wilts.) in free marriage. Description of the location. He also*

*grants a curtilage and nine acres of arable land in the same village. Rendering six pence four times a year. Warranty and sealing clause.*

[? before 1261; Matilda granted her daughter land in 1281]

A: Huntingdon Library, San Marino, California. HAD 2889

Sciant presentes et futuri quod ego Walterus Russel de Ancstyc dedi, concessi, et hac presenti carta mea confirmavi / pro me et heredibus meis Willelmo de la Duneeynde et Matillide filie mee in libero maritagio unum mesuagium in villa / de Ancstyc, videlicet illud quod sita est inter tenementum domine Lucye de Bauncmustyr et tenementum Walteri Russel / cum cepibus, arboribus, et clausis, et omnibus aliis pertinenciis predicto mesuagio pertinentibus. Et unum curtillagium ad capud boriali / predicte ville que iacet inter viam regalem et tenementum Johannis Pinel cum omnibus suis pertinenciis. Et novem acras terre mee / arrabilis in campis de Anesty cum communa pastura ubique cum meis cum omnibus animalibus maioribus et minoribus, videlicet duas acras / iacent inter terram Hawisy Russell et regalem viam que vocatur Sandwey et una acra iacent inter terram predicte Hawysie et terram / Johannis Coci de Hulle, et una acra iacet inter terram predicti Johannis et quinque acras / iacent pariter in occidentali parte gardini mei inter terram meam et terram Walteri Aufrey. Habendum et tenendum predictum / mesuagium cum curtillagiis et cum omnibus predictis pertinenciis et predictam terram cum pertinenciis prenomnatis predicti Willelmus et Matillida / et heredes eorum vel eorum assignatis de me et heredibus meis vel meis assignatis [predicti Willelmus et Matillida et heredes eorum vel / assignati <sup>1</sup>] libere, quiete, honorifice, bene, et integre jure hereditario in perpetuum. Reddendo inde annuatim michi et heredibus meis vel assignatis sex denarios ad quatuor anni terminos, videlicet ad Natale domini unum denarium et obolum / ; ad festum nativitate Sancti Johannis Baptiste unum denarium et obolum; et ad festum Sancti Michaeli unum denarium et obolum pro omni servicio et / seculari exactione querelis et demandis omnimodis. Et ego vero predictus Walterus et heredes mei predictum mesuagium cum curtillagiis / et cum omnibus aliis predictis pertinenciis et predicta terra cum pertinenciis prenomnatis predictis Willelmo et Matillide et heredibus eorum sive assignatis contra omnes homines et feminas tam judeos quam christianos warrantizare aquietare et defendere tenemur inperpetuum. / Et quia volo quod hec mea donatio,



concessio, warantizatio et carte huius confirmatio rata et stabilis inperpctuum /  
permaneat hanc presenti cartam sigilli mei inpressione roboravi. Hiis testibus:  
Domino Johanne de Deverel, Willelmo de / Hwiteclive, Hugo de Asschegore, Thome  
de Wydemore, Elye Vincent, Roberto de Laduneynde, Waltero / de Laduneynde et  
aliis.

11

*Emma, widow of Thomas Barry, claims one toft and three acres in Kirkby from William the Clerk; and three acres from Alexander son of Laurence. Her right and marriage portion in which they have no entry except through Thomas, her late husband, to whom she could not gainsay.*

*William and Alexander say that Thomas is still alive and living in Amiens but do not produce proof, and neither does Emma. They are given a day in the vigil of St John the Baptist.*

*On that day Emma came and could produce no proof other than her two sons who say that he died in Saintes in Poitou four years ago. When asked under what circumstances, and at what time, and when he was buried, and at what church, they could not agree. William and Alexander produced four men: two men - Walter de Brandy and Roger de Odestona - who on returning from Santiago saw him at Anjou this year and ate with him; and two merchants from Flanders - John de la Mare and his brother Thomas - who say that they saw him at Amiens in Easter this year. Therefore judgement is that William and Alexander go without a day and Emma is in mercy. She is a pauper.*

[1246 Yorkshire Pleas]

A: London, Public Record Office. JUST 1/1045 m.36

Emma, que fuit uxor Thome Barry petit versus Willelmum Clericum unum toftum et tres acras terre / cum pertinenciis in Kirkeby in Ispercom'. Et versus Alexandrum filium Laurencii tres acras terre cum pertinenciis in eadem / ville ut jus et maritagium suum et in quas non habent ingressum nisi per predictum Thom' Barri quondam / viri ipsius Emme [qui eas eis dimisit] cui ipsa in vita sua etc..

Et Willelmus et Alexander veniunt et dicunt quod non debunt ei inde ad hoc breve respondere quia dicunt quod / predictus Thomas vir ipsius Emme adhuc vivit et est manes apud Amians set nullam sectam / inde producunt nec ipsa Emma de morte ipsius Thome viri sui. Et ideo datus est eis dies die / sabbati in vigilia sancti Johannis Baptiste. Ad diem illum venit predicta Emma et nullam sectam producit / de morte predicti Thome viri sui nisi tantum duos filios suos qui dicunt quod ipse obiit apud Sayn/tes in Pyctav' iam quatuor anni elapsis, et requisiti de circumstanciis, quo die et

qua hora obiit / et qua hora sepultum fuit, et ad quod monasterium in nullo concordant. Et predicti Willelmus / et Alexander producunt quatuor homines. Scilicet duos homines scilicet Walterum de Brandy et Rogerum de Odesto/na qui venerunt de Sancto Jacobo et viderunt eum apud Angles die dominica proxima ante Dominicam Palmarum / et comederunt cum eo [hoc anno <sup>1</sup>]. Et scilicet duo mercatores de fflandr' scilicet quidam Johannes de la Mare et Thomas frater eius / qui viderunt eum apud Amyens die mercurii in septimana pasche hoc anno. Et ideo consideratum est quod Willelmus / et Alexander inde sine die et Emma in misericordia. Pauper est.

12

***Christine, widow of Ralph de Secerflet, claims a messuage in Grimsby from Ralph de Solventby as her right and marriage portion and in which he has no entry except through Gilbert de Ralburn to whom Ralph, her husband, demised the land cui in vita etc..***

***Ralph comes and denies any injury etc.. He acknowledges that he has entry through Gilbert de Ralburn to whom Ralph demised the land but states the custom of Grimsby. If anyone sells land and their heir, being of full age and on the land, does not place a claim within a year then the land will always belong to the buyer. And if anyone from that town sells the land or marriage portion of his wife and she does not place a claim within a year and a day of his death then the buyer of that land shall hold it without any further claim. His uncle, Gilbert de Ralburn, held that land for twelve years after the death of Ralph without any claim and puts himself on a jury. Christine does likewise. Let there be a jury.***

[1247 Northamptonshire Pleas: Grimsby]

A: London, Public Record Office. JUST 1/614B m.49d.

Cristiana que fuit uxor Radulfi de Secerflet petit versus Radulfum de Solventby unum mesuagium cum pertinenciis / in Grimmesby ut jus et maritagium suum et in quod idem Radulfum non habet ingressum nisi per Gilbertum de Ralburn cui predictus Radulfus quondam vir ipsius Cristiane illud dimisit cui ipsa in vita sua etc..

Et Radulfus venit et defendit vim et injuria quando etc.. Et bene cognoscit quod habuit ingressu per predictum Gilbertum / de Raburn in predictum mesuagium cui predictus Radulfus [ei dimisit] set dicit quod talem est consuetudo ville de Grimmesby / quod si aliquis vendat terram suam et heres suus sit plene estatis et infra terram suam et infra annum non appensum / clamium suum ipse qui terram illam emerit semper tenebit in predicte sine aliquo clamio alicuius. Et si aliquis de pre/dicta villa vendat



terram uxori sue vel maritagium et ipsa infra annum [et dicm<sup>l</sup>] post mortem viri sui non appositum / clamium suum ipse qui terram illam emerat semper tenebit in predicte sine clamio alicuius et quod predictus Gilbertus / de Raburn avunculus suus tenuit mesuagium illud per xij annos post mortem predicti Radulfi viri sui sine clamio / ponit se super jurata ville. Et Cristiana similiter. Et ideo inde jurata.

## APPENDIX TWO

	Early-Late 12th Century (to 1190)	Late 12th- Early 13th Century (to 1220)	13th Century (1220- 1300)	Undated Charters (mostly 13th Century)	14th Century	Overall
Don't know?						
Male	29(91%)	30 (83%)	78 (89%)	57 (83%)	6 (75%)	200 (86%)
Female	3 (9%)	4 (11%)	7 (8%)	9 (13%)	0	23 (10%)
Couple	0	2 (6%)	3 (3%)	3 (4%)	2 (25%)	10 (4%)
Duces?						
Male	27 (84%)	31(86%)	75 (85%)	50 (72%)	3 (37.5%)	186 (80%)
Female	5 (16%)	2 (6%)	5 (6%)	9 (13%)	0	21 (9%)
Joint	0	3 (8%)	8 (9%)	10 (15%)	5 (62.5%)	26 (11%)
His heirs	12 (37.5%)	7 (19%)	13 (15%)	12 (17%)	0	44 (19%)
Her heirs	4 (12.5%)	2 (6%)	9 (10%)	7 (10%)	0	22 (9%)
Their heirs	10 (31%)	25 (69%)	60 (68%)	44 (64%)	8 (100%)	147 (63%)
Don't know	6 (19%)	2 (6%)	6 (7%)	6 (9%)	0	20 (9%)

Table showing the Percentage Breakdown of the Charters

	<i>Liberum Maritagium</i> with service	<i>Liberum Maritagium</i> with no service
All Centuries	172	28
12th Century	24	8
13th Century	95	17
Undated	53	3

Table showing the Relationship between *Liberum Maritagium* and Service

<i>Maritagium</i> with service	<i>Maritagium</i> with no service
12	2
5	0
3	0
4	2

Table showing the Relationship between *Maritagium* and Service



	12th Century	1120-30	Early 12th	1130-40	1140-50	Mid 12th	1150-60	1160-70	1170-80	1180-90	Late 12th	1190-1200	Early 13th
<b>Donors</b>													
Male	2	1	1	3	0	1	3	1	7	10	3	9	7
Female	0	0	1	0	0	0	0	1	0	1	1	0	1
Couple	0	0	0	0	0	0	0	0	0	0	0	2	0
	2	1	2	3	0	1	3	2	7	11	4	11	8
<b>Donees</b>													
Male	2	0	2	2	0	1	3	2	5	10	4	7	7
Female	0	1	0	1	0	0	0	0	2	1	0	2	0
Joint	0	0	0	0	0	0	0	0	0	0	0	2	1
<b>Entail</b>													
His heirs	0	0	0	2	0	0	1	2	0	7	2	3	0
Her heirs	0	0	0	1	0	0	0	0	2	1	0	2	0
Their heirs	2	0	0	0	0	1	1	0	3	3	2	6	7
Don't know	0	1	2	0	0	0	1	0	2	0	0	0	1

Table showing the Chronological Breakdown of the Charters





## SELECT BIBLIOGRAPHY

**Manuscript Sources**

Public Record Office:

E40

E210

E326

C146

JUST 1 JUST 1/229: 1227-29 Essex Pleas

JUST 1/231: 1248 Essex Pleas

JUST 1/482: 1245 Lincolnshire Eyre

JUST1/483: 1271-2 Lincolnshire

JUST 1/614B: 1247 Northamptonshire pleas

JUST 1/696: 1241 Oxfordshire Crown pleas

JUST 1/699: 1247 Oxfordshire Civil pleas

JUST 1/1045: 1246 Yorkshire civil pleas

JUST 1/1046:1251-2 civil pleas for both Yorkshire and other counties

JUST 1/1048: 1252 civil pleas for Yorkshire

JUST 1/1050: 1268 Yorkshire civil pleas

KB 26/135

Huntingdon Library, San Marino, California (USA):

Hastings Deeds (HAD)

**Printed Primary Sources**

*The 1235 Surrey Eyre vol.2*, ed., C.A.F. Meekings and D. Crook, Surrey Record Society 32 (1983)

*An Abstract of Feet of Fines Relating to the County of Sussex, 2 Richard I to 33 Henry III*, ed., L.F. Salzman, Sussex Record Society 2 (1903)

*Ancient Charters, Royal and Private, Prior to A.D. 1200*, ed., J.H. Round, Pipe Roll Society 10 (1888)

'Annales de Theokesberia', ed., H.R. Luard in *Annales Monastici* vol.1 (Rolls Series 36, 1864)

- The Beauchamp Cartulary Charters 1100-1268*, ed., E. Mason, Pipe Roll Society, new series 43 (1980 for 1971-3)
- The Boarstall Cartulary*, ed., H.E. Salter, Oxford Historical Society 88 (1930)
- Borough Customs*, ed., M. Bateson, 2 vols., Seldon Society 18 and 21 (1904-06)
- Bracton On the Laws and Customs of England*, ed. and trans., S.E. Thorne (4 vols., Cambridge, Massachusetts, 1968-77)
- Calendar of Charter Rolls Preserved in the Public Record Office*, 6 vols., (London 1903-27)
- A Calendar of the Feet of Fines for Bedfordshire, Richard I, John and Henry III*, ed., H. Herbert Fowler, Bedfordshire Historical Record Society 6 (1919)
- A Calendar of the Feet of Fines for Buckinghamshire, 7 Richard I to 44 Henry III*, ed., M. W. Hughes, Records Branch of the Buckinghamshire Archaeological Society 4 (1940)
- A Calendar of the Feet of Fines Relating to the County of Huntingdonshire, 1194-1603*, ed., G.J. Turner, Cambridgeshire Antiquarian Society Octavo Series 37 (1913)
- A Calendar of Fines for the County of Derbyshire from Richard I*, ed., W.H. Hart in *Journal of the Derbyshire Antiquarian and Natural History Society* 8 (1886), 15-65.
- Calendar of Inquisitions Miscellaneous*, 2 vols., (London, 1916)
- Calendar of Inquisitions Post Mortem and Other Analogous Documents Preserved in the Public Record Office* (London, 1904-)
- A Calendar of Kent Feet of Fines*, ed., I.J. Churchill, R. Griffin and F.W. Hardman, Kent Archaeological Society Records Branch 15 (1956)
- A Calendar of the Lancashire Assize Rolls preserved in the Public Record Office London, part one*, ed., Col. J. Parker, Lancashire and Cheshire Record Society 47 (1904)
- The Calendar of the Roll of the Justices on Eyre, 1247*, ed., G. Herbert Fowler, Bedfordshire Historical Record Society 21 (1939)
- Cartularium Abbathiae de Rievallie*, ed., J.C. Atkinson, Surtees Society 83 (1889)
- Cartulary of the Abbey of Eynsham*, ed., H.E. Salter, 2 vols., Oxford Historical Society 49 and 51 (1907-8)
- The Cartulary of the Abbey of Old Wardon*, ed., G. Herbert Fowler, Bedfordshire Historical Record Society 13 (1930)



- The Cartulary of Blyth Priory*, ed., R.T. Timson, Historical Manuscripts Commission JP 17 (1973)
- The Cartulary of Bythburgh Priory*, ed., C. Harper-Bill, 2 vols., Suffolk Record Society, Suffolk Charters 2-3 (1980-1) / e
- The Cartulary of Burscough Priory*, ed., A.N. Webber, Chetham Society, 3<sup>rd</sup> Series 18 (1970)
- The Cartulary of Canonsleigh Abbey (Harleian MS. 3660)*, ed., V.C.M. London, Devon and Cornwall Record Society new series 8 (1965)
- The Cartulary of Carisbrooke Priory*, ed., S.F. Hockey, Isle of Wight Records Series 2 (1981)
- The Cartulary of Cirencester Abbey, Gloucestershire*, vols. 1-2 ed., C.D. Ross (Oxford, 1964); vol.3 ed., M. Devine (Oxford, 1977)
- The Cartulary of Dale Abbey*, ed., A. Saltman, Historical Manuscripts Commission JP 11 (1967)
- The Cartulary of Darley Abbey*, ed., R. Darlington (2 vols., Kendal, 1945)
- The Cartulary of Daventry Priory*, ed., M.J. Franklin, Northamptonshire Record Society 35 (1987)
- The Cartulary of Haughmond Abbey*, ed., U. Rees (Cardiff, 1985)
- A Cartulary of the Hospital of St. John the Baptist*, ed., H. E. Salter, 3 vols., Oxford Historical Society 66, 68-9 (1914-16)
- The Cartulary of the Knights of St John of Jerusalem in England*, ed., M. Gervers (2 vols., Oxford, 1996)
- The Cartulary of the Monastery of St. Frideswide at Oxford*, ed., S.R. Wigram, 2 vols., Oxford Historical Society 28 and 38 (1894-98)
- The Cartulary of Oseney Abbey*, ed., H.E. Salter, 6 vols., Oxford Historical Society 89-91, 97-98, 101 (1929-36)
- The Cartulary of the Priory of St Denys near Southampton*, ed., E.O. Blake, 2 vols., Southampton Records Series 24-5 (1981)
- The Cartulary of St Bartholomew's Hospital*, ed., N. Kerling (London, 1973)
- The Cartulary of St Mark's Hospital, Bristol*, ed., C.D. Ross, Bristol Records Society Publications 21 (1959)
- The Cartulary of St Mary's, Clerkenwell*, ed. W. Hassal, Camden Society 3<sup>rd</sup> Series, vol. 71 (1949)
- The Cartulary of Shrewsbury Abbey*, ed., U. Rees (2 vols., Aberystwyth, 1975)

- The Cartulary of the Wakebridge Chantries at Crich*, ed., A. Saltman, Derbyshire Archaeological Record Series 6 (1976)
- The Cartulary of Worcester Cathedral Priory*, ed., R.R. Darlington, Pipe Roll Society new series 38 (1963)
- The Charters of the Anglo-Norman Earls of Chester, c.1071-1237*, ed., G. Barraclough, Lancashire and Cheshire Record Society 126 (1988)
- Charters of the Honor of Mowbray, 1107-1191*, ed., D.E. Greenway (London, 1972)
- Charters of the Redvers Family and the Earldom of Devon, 1090-1217* ed., R. Bearman, Devon and Cornwall Record Society new series 37 (1994)
- The Chartulary of the Augustinian Priory of St John the Evangelist of the Park of Healaugh*, ed., J.S. Purvis, Yorkshire Archaeological Society Record Series 92 (1936)
- The Chartulary of Cockersand Abbey*, ed., W. Farrer, 7 vols., Chetham Society new series 38-40, 43, 56-7, 64 (1897-1909)
- The Chartulary of the Priory of St Pancras of Lewes*, ed., L.F. Salzman, 2 vols., Sussex Record Society 38 and 40 (1932-34)
- The Chartulary or Register of the Abbey of St Werburgh*, ed., J. Tait, 2 vols., Chetham Society 79 and 82 (1920-23)
- The Chartulary of St John of Pontefract*, ed., R. Holmes, 2 vols., Yorkshire Archaeological Society Record Series 25 and 30 (1899 and 1902)
- Civil Pleas of the Wiltshire Eyre, 1249* ed., M.T. Clanchy, Wiltshire Record Society 26 (1971)
- A Collection of Charters Relating to Goring, Streatley and the Neighbourhood, 1181-1546*, ed., T.R. Gambier-Parry, 2 vols., Oxfordshire Record Society 13-14 (1931-2)
- Cornwall Feet of Fines vol. 1 Richard I – Edward III, 1195-1377*, ed., J. Hambley Rowe, Devon and Cornwall Record Society 8 (1914)
- The Coucher Book of Furness Abbey*, ed., J.C. Atkinson and J. Brownbill, 6 vols., Chetham Society new series vols. 9, 11, 14, 74, 76, 78 (1886-1919)
- The Coucher Book, or Chartulary, of Whalley Abbey*, ed. W.A. Hulton, 4 vols., Chetham Society vols. 10, 11, 16, 20 (1847-49)
- Coutumiers de Normandi: I. Le Très Ancien Coutumier de Normandie; II. La Summa de Legibus Normannie in Curia Laicali*, ed., E-J. Tardiff (Paris, 1881-96)



- Crown Pleas of the Wiltshire Eyre, 1249* ed., C.A.F. Meekings, Wiltshire Archaeological and Natural History Society 16 (1961)
- Curia Regis Rolls* (In progress, 1922-)
- A Digest of the Charters Preserved in the Cartulary of the Priory of Dunstable*, ed., G. Herbert Fowler, Bedfordshire Historical Record Society 10 (1926)
- Documents Relating to the Priory of Penwortham*, ed. W.A. Hulton, Chetham Society 30 (1853)
- Domesday Book*, general ed., J. Morris (35 vols. in 40, Chichester, 1975-86)
- Earldom of Gloucester Charters: The Charters and Scribes of the Earls and Countesses of Gloucester to A.D. 1217*, ed., R.B. Patterson (Oxford, 1973)
- The Earliest Lincolnshire Assize Rolls A.D. 1202-1209*, ed., D.M. Stenton, Lincolnshire Record Society 22 (1926)
- The Earliest Northamptonshire Assize Rolls 1202 and 1203*, ed., D. M. Stenton, Northamptonshire Record Society 5 (1930)
- Early Buckinghamshire Charters*, ed., G.H. Fowler and J.G. Jenkins, Records Branch of the Buckinghamshire Archaeological Society 3 (1939)
- Early Records of Medieval Coventry*, ed., P.R. Coss (London, 1986)
- Early Yorkshire Charters*, ed., W. Farrer vols., 1-3 (Edinburgh, 1914-16), and C.T. Clay vols., 4-1, Yorkshire Archaeological Society Record Series extra series 1935-65)
- The Ecclesiastical History of England and Normandy*, trans., T. Forrester (4 vols, London, 1854)
- The Ecclesiastical History of Orderic Vitalis*, ed. and trans. M. Chibnall (6 vols., Oxford, 1968-80)
- Eye Priory Cartulary and Charters*, ed. V. Brown, 2 vols., Suffolk Record Society, Suffolk Charters 12-13 (1992-94)
- 'Facsimiles of Early Charters', ed., F.M. Stenton, Northamptonshire Record Society 4, (1930)
- Facsimiles of Early Cheshire Charters*, ed., G. Barraclough, Lancashire and Cheshire Record Society 14 (1957)
- Feet of Fines for the County of Lincoln for the Reign of King John 1199-1216*, ed., M. Walker, Pipe Roll Society new series 29 (1953)
- Feet of Fines for the County of Norfolk, 1198-1202*, ed., B. Dodwell, Pipe Roll Society new series 27 (1950)

- Feet of Fines for Norfolk, 1201-1215 and Suffolk, 1199-1214*, ed., B. Dodwell, Pipe Roll Society new series 32 (1956)
- Feet of Fines for the County of York, 1218-1231*, ed., Col. J. Parker, Yorkshire Archaeological Society Record Series 62 (1921)
- Feet of Fines for the County of York, 1231-1246*, ed., Col. J. Parker, Yorkshire Archaeological Society Record Series 67 (1925)
- Feet of Fines for Oxfordshire 1195-1291*, ed., H.E. Salter, Oxfordshire Record Society 12 (1930)
- Feet of Fines of the Ninth Year Richard I, A.D. 1197 to A.D. 1198*, Pipe Roll Society 23 (1898)
- Feet of Fines of the Tenth Year Richard I, A.D. 1198 to A.D. 1199*, ed., Pipe Roll Society 24 (1900)
- Final Concords*, ed., G. Wrottesley, William Salt Archaeological Society 4 (1883)
- Final Concords of the County of Lancashire 1196-1307*, ed., W. Farrer, Lancashire and Cheshire Record Society 39 (1899)
- Final Concords of the County of Lincolnshire 1244-72*, ed., C.W. Foster, Lincolnshire Record Society 17 (1910)
- Fines Sive Pedes Finum: Sive Finales Concordiae in Curia Domini Regis: 1195-1214*, ed., J. Hunter for Record Commission (2 vols., London, 1835 and 1844)
- Fitznells Cartulary: A Calendar of Bodleian Library MS. Rawlinson B 430*, ed., C.A.F. Meekings and P. Shearman, Surrey Record Society 26 (1968)
- Formulare Anglicanum*, ed., T. Madox (London, 1702)
- Full Abstracts of the Feet of Fines for the County of Dorset from Richard I*, ed. E.A. Fry and G.S. Fry, Dorset Records 5 (1896)
- The Gesta Guillelmi of William of Poitiers*, ed., R.H.C. Davis and M. Chibnall (Oxford, 1998)
- The Gesta Normannorum Ducum of William of Jumièges, Orderic Vitalis, and Robert of Torigni*, ed., E.M.C. van Houts (2 vols., Oxford, 1992-5)
- Gesta Regis Henrici Secundi Benedicti Abbatis*, ed., W. Stubbs, 2 vols., Rolls Series 49 (1867)
- The Great Chartulary of Glastonbury*, ed., A. Watkin, 3 vols., Somerset Record Society 59, 63-4 (1947-56)
- Historia Pontificalis of John of Salisbury*, ed., M. Chibnall (London, 1956)



- The Historical Works of Master Ralph de Diceto*, ed., W. Stubbs, 2 vols., Rolls Series 68 (1876)
- The Hungerford Cartulary. A Calendar of the Earl of Radnor's cartulary of the Hungerford family*, ed., J.L. Kirby, Wiltshire Record Society 49 (1994)
- The Hylle Cartulary*, ed., R.W. Dunning, Somerset Record Society 68 (1968)
- The Kniveton Leiger*, ed., A. Saltman, Derbyshire Archaeological Society Record Series 7 (1972-3)
- Lancashire Pipe Rolls and Early Lancashire Charters*, ed., W. Farrer (Liverpool, 1902)
- 'The Landwade Chartulary', in W.M. Palmer, 'Landwade and the Cotton Family', *Cambridgeshire Antiquarian Society Proceedings* 38 (1938), 1-49
- The Lanercost Cartulary (Cumbria County Record Office Ms DZ/1)*, ed., J.M. Todd Surtees Society 203 (1997)
- The Langley Cartulary*, ed., P. Coss, Dugdale Society 32 (1980)
- Leges Henrici Primi*, ed. and trans., L.J. Downer (Oxford, 1972)
- Leiston Abbey Cartulary and Butley Priory Charters*, ed., R. Mortimer, Suffolk Record Society Suffolk Charters 1 (1979)
- Liber Feodorum: The Book of Fees, Commonly Called the Testa de Nevill*, ed., H.C. Maxwell-Lyte (2 vols., London, 1920-31)
- Liber Rubeus de Scaccario*, ed., H. Hall, 3 vols., Rolls Series 99 (1896)
- The London Eyre of 1244*, ed., H. M. Chew and M. Weinbaum, London Record Society 6 (1970)
- Luffield Priory Charters*, ed., G.R. Elvey, 2 vols., Publications of the Northamptonshire Record Society 22 and 26 (1968 and 1975)
- Magni Rotuli Scaccarii Normanniae sub Regibus Angliae*, ed., T. Stapleton, (2 vols., London, 1840-4)
- Magnum Rotulum Scaccarii 31, Henry I*, ed., J. Hunter for Record Commission (London, 1833)
- A Middlewich Chartulary part two*, ed., J. Varley and J. Tait, Chetham Society new series 108 (1944)
- Monasticon Anglicanum*, ed., W. Dugdale, rev., J. Caley, H. Ellis, B. Bandinel (6 vols. in 8, London, 1817-30)

- 'Norman and Wessex Charters of the Roumare Family', ed., F.A. Cazel in *A Medieval Miscellany for Doris Stenton*, Pipe Roll Society new series 36 (1962 for 1960), 77-88
- Northumberland Pleas from the Curia Regis Rolls and Assize Rolls 1198-1272*, ed., A. Hamilton-Thompson, Newcastle upon Tyne Records Committee 2 (1922)
- Original Charters Relating to the City of Worcester*, ed., J.H. Bloom, Worcester Historical Society 2 (1909)
- The Oxfordshire Eyre, 1241*, ed., J. Cooper, Oxfordshire Record Society 56 (1989)
- Pedes Finum Eboracensis Regnante Johanne*, ed., W. Brown, Surtees Society 94 (1897)
- Pedes Finum (Commonly Called Feet of Fines) for the County of Somerset, 1196-1307*, ed., E. Green, Somerset Record Society 6 (1892)
- The Percy Chartulary*, ed., M.T. Martin, Surtees Society 117 (1911 for 1909)
- Pipe Roll for 28, Henry II*, ed., Pipe Roll Society 31 (1910)
- Pleas Before the King or his Justices 1198-1202*, vol. 2, ed., D.M. Stenton, Seldon Society 68 (1952 for 1949)
- Pleas of the Crown for the County of Gloucestershire 1221*, ed., F.W. Maitland (London, 1884)
- The Pudsay Deeds*, ed. Col. R. Pudsay Littlejohn, Yorkshire Archaeological Society Record Series 56 (1916)
- Radulfi de Coggeshall Chronicon Anglicanum*, ed., J. Stevenson, Rolls Series 66 (1875)
- Reading Abbey Cartularies*, ed., B.R. Kemp, 2 vols., Camden Society 4<sup>th</sup> Series, 31 and 33 (1986-87)
- Regesta Regum Anglo-Normannorum, 1066-1154*, vol. 1: *Regesta Willelmi Conquestoris et Willelmi Rufi, 1066-1100* ed., H.W.C. Davis with R.J. Whitwell; vol. 2: *Regesta Henrici Primi, 1100-1135*, ed., C. Johnson and H.A. Cronne; vol. 3: *Regesta Regis Stephani ac Mathidis Imperiatricis ac Gaufridi et Henrici Ducum Normannorum, 1135-1154*, ed., H.A. Cronne and R.H.C. Davis; vol. 4: *Facsimiles of Original Charters and Writs of King Stephen, the Empress Matilda and Dukes Geoffrey and Henry, 1135-1154*, ed., H.A. Cronne and R.H.C. Davis (Oxford, 1913-69)
- The Roll and Writ File of the Berkshire Eyre 1248*, ed., M.T. Clanchy, Seldon Society 90 (1973)
- The Roll of the Justices in Eyre at Bedford 1202*, ed., G. Herbert Fowler, Bedfordshire Historical Record Society 1 (1913)

L e 3



- The Roll of the Justices in Eyre at Bedford 1227*, ed., G. Herbert Fowler,  
Bedfordshire Historical Record Society 3 (1916)
- Rolls of the Justices in Eyre, Being Pleas and Assizes for Gloucestershire,  
Warwickshire and Staffordshire, 1221-1222*, ed., D.M. Stenton, Seldon  
Society 59 (1940)
- Rolls of the Justices in Eyre Being the Rolls of Pleas and Assizes for Yorkshire in 3  
Henry III (1218-19)*, ed., D.M. Stenton, Seldon Society 56 (1937)
- Rolls of the Justices in Eyre for Lincolnshire 1218-19 and Worcestershire 1221*, ed.,  
D.M. Stenton, Seldon Society 53 (1934)
- Rotuli Curie Regis: Rolls and Records of the Court held before the King's Justiciars or  
Justices*, ed., F. Palgrave for Record Commission (2 vols., London, 1835)
- Rotuli de Dominabus et Pueris et Puellis de XII Comitatus*, ed., J.H. Round, Pipe  
Roll Society 35 (1913)
- Rotuli de Liberate ac de Misis et Praestitis Regnante Johanne*, ed. T. Duff Hardy for <sup>Leys?</sup>  
Record Commission (London, 1844)
- Rufford Charters*, ed., C.J. Holdsworth, 3 vols., Thoroton Society Record Series 29-30  
and 32 (1972-1980)
- 'The Rydeware Chartulary', ed., I.H. Jeayes and G. Wrottesley, William Salt  
Archaeological Society 16 (1896), 229-302
- The Sandford Cartulary*, ed., A. M. Leys, 2 vols., Oxfordshire Record Society 19 and 22,  
(1937-41)
- Select Charters and Other Illustrations of English Constitutional History*, ed., W. Stubbs  
(9<sup>th</sup> edn., Oxford, 1913)
- Select Civil Pleas vol. 1*, ed., W. Paley Baildon, Seldon Society 3 (1889)
- Sibton Abbey Cartularies and Charters*, ed., P. Brown, 4 vols., Suffolk Record  
Society, Suffolk Charters 7-10 (1985-88)
- Sir Christopher Hatton's Book of Seals*, ed., D.M. Stenton and D. Loyd (Oxford,  
1950)
- 'Some Charters Relating to the Honour of Bacton', ed. B. Dodwell, in *A Medieval  
Miscellany for Doris M. Stenton*, 147-65.
- The Spillman Cartulary*, ed., C.E. Watson, Transactions of the Bristol and  
Gloucestershire Archaeological Society 61 (1939), 50-94
- Stogursey Charters*, ed., T.D. Tremlett and N. Blakiston, Somerset Record Society 61  
(1949 for 1946)

- Stoke by Clare Cartulary, BL Cotton Appx. xxi*, ed., C. Harper-Bill and R. Mortimer, 3 vols., Suffolk Record Society, Suffolk Charters vols.4-6 (1982-84)
- The Stoneleigh Leger Book*, ed., R.H. Hilton, Dugdale Society 24 (1960)
- The Thame Cartulary*, ed., H. E. Salter, 2 vols., Oxfordshire Record Society 25-6 (1947-48)
- The Treatise on the Laws and Customs of England commonly called Glanvill*, ed., G.D.G Hall (Edinburgh, 1965)
- Three Early Assize Rolls for the County of Northumberland*, ed., W. Page, Surtees Society 88 (1891)
- Three Rolls of the King's Court Richard I, 1194-5*, ed., F.W. Maitland, Pipe Roll Society 14 (1891)
- The Tropenell Cartulary*, ed., J.S. Davies, 2 vols., Wiltshire Archaeological and Natural History Society (1908)
- The Thurgarton Cartulary*, ed., T. Foulds (Stamford, 1994)
- Two Cartularies of the Augustinian Priory of Bruton and the Cluniac Priory of Montacute in the County of Somerset*, ed., members of the Council, Somerset Record Society 8 (1894)
- Warwickshire Feet of Fines, vol.1, 1195-1284*, ed., E. Stokes and F.C. Wellstood, Dugdale Society 11 (1932)
- 'Whitley Deeds of the Twelfth Century', ed., C.F. Slade in *A Medieval Miscellany for Doris Stenton*, 235-46
- 'Willoughby Deeds', ed., J.C. Holt in *A Medieval Miscellany for Doris Stenton*, 167-87
- Yorkshire Deeds*, ed., W. Brown, vols. 1-3; C.T. Clay, vols. 4-8; M.J. Hebditch, vol. 9; and M.J. Stanley Price, vol. 10, 10 vols., Yorkshire Archaeological Society Record Series 39, 50, 63, 69, 76, 83, 102, 111 and 120, (1909-55)

### Secondary Sources

- Amt, E., ed., *Women's Lives in Medieval Europe: A Sourcebook* (London, 1993)
- Alschul, M., *A Baronial Family in Medieval England: The Clares, 1217-1314* (Baltimore, 1965)
- Ariès, P., 'The Indissoluble Marriage' in *Western Sexuality. Practice and Precept in Past and Present Times* ed., P. Ariès and A. Béjin., trans., A. Forster (Oxford, 1985)



- \_\_\_\_\_ and Georges Duby, general editors, *A History of Private Life. Vol.2 Revelations of the medieval world* Georges Duby, ed. and trans. Arthur Goldhammer (1988)
- Attenborough, A.J., *The Laws of the Earliest English Kings* (Cambridge 1992)
- Barlow, F., *The Feudal Kingdom of England, 1042-1216* (4<sup>th</sup> edn., London, 1988)
- Barthélemy, D., 'Note sur le <maritagium> dans le grand Anjou des XIIe-XIIIe siècles' in J. Dufournet, A. Jouris and P. Toubert, ed., *Femmes, Mariages-Lignages XIIe-XIVe Siècles. Melanges offerts à Georges Duby* (Brussels, 1992), 9-24
- Bates, D., *Normandy Before 1066* (London, 1982)
- \_\_\_\_\_ 'The Rise and Fall of Normandy c.911-1204' in D. Bates and A. Curry, ed., *England and Normandy in the Middle Ages* (London, 1994)
- Bonfield, L., 'Property Settlements on Marriage in England from the Anglo-Saxons to the Mid Eighteenth Century' in *Marriage, Property and Succession* ed. L. Bonfield (Berlin, 1992), 287-308
- J. Boswell, *The Kindness of Strangers* (London, 1988)
- Bouchard, C.B., *Strong of Body, Brave and Noble: Chivalry and Society in Medieval France* (Ithaca, 1998)
- Brand, P., *The Making of the Common Law* (London, 1992)
- \_\_\_\_\_ *The Origins of the English Legal Profession* (Oxford, 1992)
- \_\_\_\_\_ 'Cui in Vita Sua Contradicere non Potuit: Husbands, Wives and Power within the Family in Thirteenth Century England', Unpublished paper presented to the NYU Legal History Colloquium 1994.
- \_\_\_\_\_ *Curia Regis Rolls xviii: 27, Henry III to 30, Henry III* (Rochester, 1998)
- Brooke, C. N. L., 'Gregorian Reform in Action: Clerical marriage in England, 1050-1200' in *Cambridge Historical Journal* 12-13 (1956-7), 1-21
- \_\_\_\_\_ 'Aspects of Marriage Law in the Eleventh and Twelfth Centuries' in *Proceedings of the Fifth International Congress of Medieval Canon Law* (Rome, 1980), 333-44
- \_\_\_\_\_ 'Marriage and Society in the Central Middle Ages' in *Marriage and Society. Studies in the Social History of Marriage* ed. R. B. Outhwaite (London, 1981), 17-34
- \_\_\_\_\_ *The Medieval Idea of Marriage* (Oxford, 1994)
- Brundage, J. A., 'The Crusader's Wife: A canonistic quandary' in *Studia Gratiana* 12 or *Collectanea Stephan Kuttner* 2 (1967), 66-79.

- \_\_\_\_\_ 'Concubinage and Marriage in Medieval Canon Law' in *Journal of Medieval History* 1 (1975), 1-17
- \_\_\_\_\_ *Law, Sex and Christian Society in Medieval Europe* (Chicago, 1987)
- \_\_\_\_\_ 'Sexual Equality in Medieval Canon Law' in J.T. Rosenthal ed., *Medieval Women and the Sources of Medieval History* (Athens, 1991), 66-79
- Carpenter, D. A., *The Minority of Henry III* (Berkeley, 1990)
- Cartlidge, N., *Medieval Marriage: Literary Approaches, 1100-1300* (Cambridge, 1997)
- Chaplais, P., *English Royal Documents* (Oxford, 1971)
- Chibnall, M., *Anglo-Norman England, 1066-1166* (Oxford, 1986)
- \_\_\_\_\_ 'Women in Orderic Vitalis' in *Haskins Society Journal* 2 (1990), 105-21
- \_\_\_\_\_ *The Empress Matilda Queen Consort, Queen Mother And Lady Of The English* (Oxford, 1991)
- Clanchy, M., *From Memory to Written Record: England, 1066-1307* (2<sup>nd</sup> edn., Oxford, 1993)
- \_\_\_\_\_ *England and Its Rulers, 1066-1272: Foreign Lordship and National Identity* (Oxford, 1983)
- Clark, E., 'The Decision to Marry in Thirteenth and Early Fourteenth Century Norfolk' in *Mediaeval Studies* 49 (1987), 496-516
- Clay, C.T., and Greenway, D.E., ed., *Early Yorkshire Families*, Yorkshire Archaeological Society Record Series 135 (1973)
- Cockayne, G. E., *The Complete Peerage of England, Scotland, Ireland, Great Britain and the United Kingdom* (13 vols., ed. V. Gibbs, London 1910)
- Cooke, K., 'Donors and Daughters: Shaftesbury Abbey's Benefactors, Endowments, and Nuns c.1086-1130' in *Anglo-Norman Studies* 12 (1989), 29-45
- Coss, P., *Lordship, Knighthood and Locality in English Society, c.1180-c.1280* (Cambridge, 1991)
- \_\_\_\_\_ 'Knights, Esquires and the Origins of Social Gradation in England' in *T.R.H.S.* 6<sup>th</sup> series, 5 (1995), 155-78
- Cronne, H.A., 'Ranulf de Gernons, Earl of Chester 1129-53' in *T.R.H.S.* 4<sup>th</sup> series, 20 (1937), 103-34
- Crouch, D., 'Geoffrey de Clinton and Roger, earl of Warwick: New Men and Magnates in the Reign of Henry I' in *B.I.H.R.* 55 (1982), 113-24



- \_\_\_\_\_ 'Oddities in the Early History of the Marcher Lordship of Gower 1107-66' in *Bulletin of the Board of Celtic Studies* 31 (1984), 133-41.
- \_\_\_\_\_ *The Beaumont Twins: The Roots and Branch of Power in the Twelfth Century* (Cambridge, 1986)
- \_\_\_\_\_ *William Marshal: court, career and chivalry in the Angevin Empire 1147-1219* (Harlow, 1990)
- \_\_\_\_\_ *The Image of Aristocracy in Britain, 1000-1300* (London, 1992)
- \_\_\_\_\_ 'A Norman "Conventio" and the Bonds of Lordship in the Middle Ages' in G. Garnett and J. Hudson ed., *Law and Government in Medieval England* (Cambridge, 1994), 299-324
- \_\_\_\_\_ 'The Marches and the Welsh Kings' in E. King ed., *The Anarchy of King Stephen's Reign* (Oxford, 1994), 255-89
- \_\_\_\_\_ 'The Local Influence of the Earls of Warwick 1088-1242: A Study in Decline and Resourcefulness' in *Midland History* 21 (1996), 1-22
- \_\_\_\_\_ *King Stephen* (Longman, 1999)
- \_\_\_\_\_ 'Earl Robert of Gloucester and Sexual Politics in Norman Oxfordshire' in *B.I.H.R.* (forthcoming, 1999)
- Darby, H.C., 'Domesday Book and the Geographer' in J. Holt ed., *Domesday Studies* (Woodbridge, 1987), 101-19
- Davis, G.R.C., *Medieval Cartularies of Great Britain, A Short Catalogue* (London, 1958)
- DeAragon, R., 'The Growth of Secure Inheritance in Anglo-Norman England' in *Journal of Medieval History* 8 (1982), 381-92
- \_\_\_\_\_ 'In Pursuit of Aristocratic Women: A Key to Success in Norman England' in *Albion* 14 (1982), 258-67
- de Trafford, C., 'The Forgotten Family: Bastards in Twelfth Century England' *Haskins Society Journal* (forthcoming)
- Donahue, C. jr., 'The Canon Law on the Formation and Social Practice in the Later Middle Ages' in *Journal of Family History* 8 (1983), 144-58
- \_\_\_\_\_ 'English and French Marriage Cases in the Later Middle Ages: Might the difference be explained by differences in the property systems?' in L. Bonfield ed., *Marriage, Property and Succession* (Berlin, 1992), 339-66
- Duby, G., *Medieval Marriage. Two Models from Twelfth Century France*, trans., Elborg Foster (Baltimore, 1975)

- \_\_\_\_\_ *The Knight, the Lady and the Priest. The Making of Modern Marriage in Medieval France*, trans., B. Bray (London, 1984)
- \_\_\_\_\_ *Love and Marriage in the Middle Ages*, trans., J. Dunnett (Cambridge, 1994)
- Duffy, S., 'The Problem of Degeneracy' in J. Lydon ed., *Law and Disorder in Thirteenth Century Ireland. The Dublin Parliament of 1297* (Dublin, 1997), 87-106
- Duggan, C., 'Equity and Compassion in Papal Marriage Decretals to England' in W. Von Hoeke and A. Welton ed., *Love and Marriage in the Twelfth Century* (Leuven, 1981), 59-87
- Dyer, C., 'Tenants and Cottages in Eleventh Century England' in H. Mayr-Harting and R.I. Moore ed., *Studies in Medieval History presented to R.H.C. Davis* (London, 1985), 91-106
- \_\_\_\_\_ 'Were Peasants Self-Sufficient? English Villagers and the Market, 900-1350' in E. Mornet ed., *Campagnes Medievales: L'homme et son espace* (Paris, 1994), 653-66
- Elkins, S.K., *Holy Women of the Twelfth Century* (Chapel Hill, 1988)
- English, B., *The Lords of Holderness 1086-1260* (Oxford, 1979)
- Farrer, W., *Honors and knights' fees : an attempt to identify the component parts of certain honors and to trace the descent of the tenants of the same who held by knight's service or serjeanty from the eleventh to the fourteenth century* (3 vols., Manchester, 1923-5)
- Fell, C., *Women in Anglo-Saxon England and the Impact of 1066* (London, 1984)
- Gillingham, J., 'Love, Marriage and Politics in the Twelfth Century' in *Forum for Modern Language Studies* 25 (1989), 292-304
- Giry, A., *Manuel de Diplomatique* (Paris, 1894)
- Given-Wilson, C. and Curteis, A., *The Royal Bastards of Medieval England* (London, 1984)
- Goldberg, P.J.P., *Women in England c.1275-1525: Documentary Sources* (Manchester, 1993)
- Goody, J., *The Development of the Family and Marriage in Europe* (Cambridge, 1983)
- Gottfried, R.S., *Doctors and Medicine in Medieval England, 1340-1530* (Princeton, 1986)
- Green, J., 'Aristocratic Loyalties on the Northern Frontier circa 1100-1174' in D. Williams ed., *England in the Twelfth Century* (Woodbridge, 1990), 83-100



- \_\_\_\_\_ *The Norman Aristocracy of England* (Cambridge, 1998)
- Hajdu, R., 'Family and Feudal Ties in Poitou, 1100-1300' in *Journal of Interdisciplinary History* 8 (1977), 117-39
- \_\_\_\_\_ 'The Position of Noblewomen in the Pays de Coutumes, 1100-1300' in *Journal of Family History* 5 (1980), 122-44
- Hall, H., *Studies in English Historical Documents* (Cambridge, 1908)
- Hanawalt, B., *The Ties That Bound: Peasant Families in Medieval England* (Oxford, 1986)
- Hart, C., 'William Malet and his Family' in *Anglo-Norman Studies* 19 (1997), 123-65
- Helmholtz, R., 'Bastardy Litigation in Medieval England' in *American Journal of Legal History* 13 (1969), 360-83
- \_\_\_\_\_ *Marriage Litigation in Medieval England* (Cambridge, 1974)
- Herlihy, D., 'The Family and Religious Ideologies in Medieval Europe' in *Journal of Family History* 12 (1987), 3-17
- \_\_\_\_\_ *Women, Family and Society in Medieval Europe* (London, 1995)
- Hockey, S.F., *Quarr Abbey and its Lands 1132-1631* (Leicester, 1973)
- Holmes, G., *The Estates of the Higher Nobility in Fourteenth Century England* (Cambridge, 1957)
- Holt, J.C., *The Northerners. A Study in the Reign of King John* (Oxford, 1961)
- \_\_\_\_\_ *Magna Carta* (2<sup>nd</sup> edn., Cambridge, 1992)
- \_\_\_\_\_ 'Politics and Property in Early Medieval England' in *Past and Present* 57 (1972), 3-36
- \_\_\_\_\_ 'Feudal Society and the Family: I The Revolution of 1066' in *T.R.H.S.* 5<sup>th</sup> series 32 (1982), 193-212
- \_\_\_\_\_ 'Feudal Society and the Family: II Notions of Patrimony' in *T.R.H.S.* 5<sup>th</sup> series 33 (1983), 193-220
- \_\_\_\_\_ 'Feudal Society and the Family: III Patronage and Politics' in *T.R.H.S.* 5<sup>th</sup> series 34 (1984), 1-26
- \_\_\_\_\_ 'Feudal Society and the Family: IV The Heiress and the Alien' in *T.R.H.S.* 5<sup>th</sup> series 35 (1985), 1-28
- Hudson, J., 'Life-grants of land and the Development of Inheritance in Anglo-Norman England' in *Anglo-Norman Studies* 12 (1989), 67-80
- \_\_\_\_\_ *Land, Law and Lordship in Anglo-Norman England* (Oxford, 1994)
- Hunter, D.G., ed. and trans., *Marriage in the Early Church* (Minneapolis, 1992)

- Jeay, M., 'De L'autel au Berceau. Rites et Fonctions du Mariage dans la Culture Populaire au Moyen Âge' in *La Culture Populaire au Moyen Âge* (Montreal, 1979), 39-62
- Johnson, P.D., *Equal in Monastic Profession: Women Religious in Medieval France* (London, 1991)
- Jones, M., 'The Charters of Robert II de Ferrers, earl of Nottingham, Derby and Ferrers' in *Nottingham Mediaeval Studies* 24 (1980), 7-26
- Keene, D., 'Tanners' Widows, 1300-1350' in C. Barron and A. Sutton ed., *Medieval London Widows 1300-1500* (London, 1994), 1-27
- King, E., *Peterborough Abbey 1086-1310* (Cambridge, 1973)
- \_\_\_\_\_ 'Dispute Settlement in Anglo-Norman England' in *Anglo-Norman Studies* 14 (1991), 115-30
- Klink, A.L., 'Anglo-Saxon Women and the Law' in *Journal of Medieval History* 8 (1982), 107-23
- Knowles, D., Brooke, C. N. L., and London, V., *The Heads of Religious Houses. England and Wales 940-1216* (Cambridge, 1972)
- Kowaleski, M., 'The History of Urban Families in Medieval England' in *Journal of Medieval History* 14 (1988), 47-63
- Lally, J., 'Secular Politics at the Court of King Henry II' in *B.I.H.R.* 49 (1976), 159-84
- Lennard, R.V., *Rural England 1086-1135: a study of social and agrarian conditions* (Oxford, 1959)
- Leyser, H., *Medieval Women: A Social History of Women in England, 450-1500* (London, 1995)
- Leyser, K., 'England and the Empire in the Early Twelfth Century' in *T.R.H.S.* 5<sup>th</sup> Series 10 (1960), 61-83
- Loengard, J. Senderowitz, 'Of the Gift of Her Husband: English Dower and its Consequences in the Year 1200' in J.Kirshner and S.Wemple ed., *Women of the Medieval World* (Oxford, 1985), 215-55
- \_\_\_\_\_ 'Rationabile Dos: Magna Carta and the Widow's "Fair Share" in the Earlier Thirteenth Century' in Sue Sheridan Walker ed., *Wife and Widow in Medieval England* (Ann Arbor, 1993), 59-80
- Loud, G., 'Nunneries, Nobles and Women in the Norman Principality of Capua' in *Annali Canossani* 1 (1981), 45-62



- Macrides, R., 'Dowry and Inheritance in the Late Period: Some Cases from the Patriarchal Register' in D. Simon ed., *Ehrecht und Familiengut im Antike und Mittelalter* (Munich, 1992), 89-98
- Maddicott, J., *Simon de Montfort* (Cambridge, 1994)
- Major, K., *The D'Oyrys of South Lincolnshire, Norfolk and Holderness 1130-1275* (Lincoln, 1984)
- Martindale, J., 'Succession and Politics in the Romance -Speaking World c.1000-1140' in M. Jones and M. Vale ed., *England and her Neighbours 1066-1453* (London, 1989), 19-41
- Mason, E., 'The Resources of the Earldom of Warwick in the Thirteenth Century' in *Midland History* 3 (1975-6), 67-76
- \_\_\_\_\_ 'Maritagium and the Changing Law' in *B.I.H.R.* 49-50 (1976-7), 286-9
- Mate, M., *Daughters, Wives and Widows after the Black Death: Women in Sussex 1350-1535* (Woodbridge, 1998)
- Mayali, L., 'Note on the Legitimization by Subsequent Marriage from Alexander III to Innocent III' in L. Mayali and S. Tibbets ed., *The Two Laws* (Washington, 1990), 55-75
- McFarlane, K.B., *The Nobility of Later Medieval England* (Oxford, 1973)
- McKitterick, R., *The Frankish Kingdoms under the Carolingians, 751-987* (London, 1983)
- McNamara, J., and Wemple, S., 'The Power of Women Through the Family in Medieval Europe 500-1000' in M. Erler and M. Kowaleski ed., *Women and Power in the Middle Ages* (1988), 83-101
- Meddings, J., 'Conflict Resolution Among Aristocrats in Stephen's Reign'. Paper delivered at the Leeds International Medieval Conference (1996)
- Meisel, J., *Barons of the Welsh Frontier: The Corbet, Pantulf and Fitz Warin Families 1066-1272* (Lincoln, Nebraska, 1980)
- Mestayer, M., 'Les Contracts de Mariage a Douai du XIIeme au XVeme Siècle: Reflets du droit et de la vie d'une societe urbaine' in *Revue du Nord* 61 (1979), 353-80
- Meyer, M., 'Women's Estates in Later Anglo-Saxon England: The Politics of Possession' in *Haskins Society Journal* 3 (1991), 111-29
- Milsom, S. F. C., *The Framework of English Feudalism* (Cambridge, 1976)

Legal

- \_\_\_\_\_ 'Inheritance by Women in the Twelfth and Early Thirteenth Centuries' in M. S. Arnold, T. A. Green, S. A. Scully and S. D. White ed., *On the Laws and Customs of England* (Chapel Hill, 1981), 60-89
- Molin, J-B., et Mutembe, P., *Le Rituel du Mariage en France du XIIe au XVIe Siècle* (Paris, 1974)
- Moore, J. S., 'The Anglo-Norman Family: Size and Structure' in *Anglo-Norman Studies* 14 (1991), 153-96
- Mortimer, R., 'The Beginnings of the Honour of Clare' in *Anglo-Norman Studies* 3 (1980), 119-41
- Newman, C. A., *The Anglo-Norman Nobility in the Reign of Henry I. The Second Generation* (Philadelphia, 1988)
- Noonan, J. T., 'The Power to Choose' in *Viator* 4 (1973), 419-34
- Painter, S., 'The Family and the Feudal System in Twelfth Century England' in *Speculum* 35 (1960), 3-16
- Payling, S., 'The Politics of Family: Late Medieval Marriage Contracts' in R.H. Britnell and A.J. Pollard ed., *The McFarlane Legacy* (Stroud, 1995), 21-48
- Pedersen, F., 'Did the Medieval Laity Know the Canon Law Rules on Marriage? Some Evidence from Fourteenth Century York Cause Papers' in *Mediaeval Studies* 56 (1994), 111-52
- Plucknett, T.F., *A Concise History of the Common Law* (5<sup>th</sup> edn., London, 1956)
- Pollock, F. and Maitland, F.W., *The History of English Law: before the time of Edward I* (2 vols, 2<sup>nd</sup> edn., Cambridge, 1968)
- Postles, D., 'Gifts in Frankalmoign, Warranty of Land, and Feudal Society' in *Cambridge Law Journal* 50 (1991), 330-46
- Power, E., 'The Position of Women' in G. C. Crump and E. F. Jacob ed., *The Legacy of the Middle Ages* (Oxford, 1926), 401-34
- Powicke, F. M., 'Loretta, Countess of Leicester' in J. Edwards, V. Galbraith and E. Jacob ed., *Historical Essays in Honour of James Tait* (Manchester, 1933), 247-72
- Reynolds, S., *Fiefs and Vassals. The Medieval Evidence Reinterpreted* (Oxford, 1994)
- Robertson, A.J., *The Laws of the Kings of England* (Cambridge, 1925)
- Rousseau, C.M., 'The Spousal Relationship: Marital Society and Sexuality in the Letters of Innocent III' in *Mediaeval Studies* 56 (1994), 89-109
- Round, J.H., 'An Unknown Mistress of Henry I' in *E.H.R.* 5 (1890), 745-6



- \_\_\_\_\_ *Geoffrey de Mandeville: A Study of the Anarchy* (London, 1892)
- \_\_\_\_\_ 'A Great Marriage Settlement' in *Ancestor* 11 (1904), 153-57
- Rubin, S., *Medieval English Medicine* (London, 1974)
- Salter, H.E., 'The Family of Chesney' in *The Cartulary of the Abbey of Eynsham* (vol.1, *Oxford Historical Society* 49, 1907), appendix one
- Sanders, I. J., *English Baronies: A Study of their Origin and Descent 1086-1327* (Oxford, 1960)
- Sassier, Y., *Louis VII* (Paris, 1991)
- Scammell, J., 'Freedom and Marriage in Medieval England' in *Economic History Review* 27 (1974), 523-37
- \_\_\_\_\_ 'Wife Rents and Merchet' in *Economic History Review* 29 (1976), 487-90
- Searle, E., 'Freedom and Marriage in Medieval England: an alternative hypothesis' in *Economic History Review* 29 (1976), 482-6
- \_\_\_\_\_ 'Seigneurial Control of Women's Marriage: the antecedents and function of merchet in England' in *Past and Present* 82 (1979), 3-43
- \_\_\_\_\_ 'Women and the Legitimisation of Succession at the Norman Conquest' in *Anglo- Norman Studies III* (1980), 159-70
- \_\_\_\_\_ *Predatory Kinship and the Creation of Norman Power, 840-1066* (Berkeley, 1988)
- Sheehan, M., 'The Influence of Canon Law on the Property Rights of Married Women' in *Medieval Studies* 25 (1963), 109-24
- \_\_\_\_\_ 'Marriage Theory and Practice in the Conciliar Legislation and Diocesan Statutes of Medieval England' in *Medieval Studies* 40 (1978), 408-60
- \_\_\_\_\_ 'Theory and Practice: Marriage of the Unfree and Poor in Medieval Society' in *Medieval Studies* 50 (1988), 457-87
- Smith, R.N., 'Women's Property Rights Under Customary Law' in *T.R.H.S* 36 (1986), 165-94
- Smith, T. P., 'Three Medieval Timber Framed Church Porches in West Kent: Fawkham, Kemsing, and Shoreham' in *Archaeologia Cantiana* 101 (1984), 137-63
- Stafford, P., 'Women and the Norman Conquest' in *T.R.H.S.* 6<sup>th</sup> series 4 (1994) 221-49
- \_\_\_\_\_ *Queen Emma and Queen Edith* (Oxford, 1997)
- Staniland, K., 'The Nuptials of Alexander III of Scotland and Margaret Plantagenet' in *Nottingham Mediaeval Studies* 30 (1986), 20-45
- Stenton, D.M. *The Englishwoman in History* (London, 1957)

- Stenton, F.M., *William the Conqueror and the Rule of the Normans* (London, 1908)
- Stubbs, W., *The Constitutional History of England* (3 vols., 5<sup>th</sup> edn., Oxford, 1891)
- Studd, R., 'The Marriage of Henry of Almain and Constance of Béarn' in *Thirteenth Century England III* (1990), 161-80
- Tabuteau, E. Zack, 'Definitions of Feudal Military Obligations in Eleventh Century Normandy' in M.S. Arnold, T.A. Green, S.A. Scully and S.D. White, ed., *On the Laws and Customs of England. Essays in Honour of S.E. Thorne*, (Chapel Hill, 1981), 18-59
- \_\_\_\_\_ *Transfers of Property in Eleventh-Century Norman law* (Chapel Hill, 1988)
- \_\_\_\_\_ 'Law in the Succession to Normandy and England, 1087' in *Haskins Society Journal* 3 (1991), 141-69
- Thomas, H., *Vassals, Heiresses, Crusaders and Thugs. The Gentry of Angevin Yorkshire 1154-1216* (Philadelphia, 1993)
- Thompson, B., 'Free Alms Tenure in the Twelfth Century' in *Anglo-Norman Studies* 16 (1993), 221-43
- Thompson, S., *Women Religious: The Founding of Nunneries after the Norman Conquest* (Oxford, 1991)
- Thorne, S.E., 'English Feudalism and Estates in Land' in *Cambridge Law Journal* (1959), 193 -209
- Van Caengem, R.C., *The Birth of the Common Law* (Cambridge, 1973)
- Vincent, N., 'New Light on Master Alexander of Swerford (d. 1246): The Career and Connections of an Oxfordshire Civil Servant' in *Oxoniensis* (forthcoming)
- Walker, S. Sheridan, 'Feudal Constraint and Free Consent in the Making of Marriage in Medieval England: Widows in the King's Gift' in *Canadian Historical Society Papers* 97 (1979)
- \_\_\_\_\_ 'Free Marriage and Consent of Feudal Wards in Medieval England' in *Journal of Medieval History* 8 (1982), 123-34
- \_\_\_\_\_ 'Common Law Juries and Feudal Marriage Customs in Medieval England: The Pleas of Ravishment' in *University of Illinois Law Review* (1984), 705-18.
- \_\_\_\_\_ 'The Feudal Family and the Common Law Courts: The pleas protecting rights of wardship and marriage c. 1225-1375' in *Journal of Medieval History* 14 (1988), 13-31



- \_\_\_\_\_ 'Litigation as Personal Quest: Suing for Dower in the Royal Courts, circa 1272-1350' in Sue Sheridan Walker ed., *Wife and Widow in Medieval England* (Ann Arbor, 1993), 81-108
- Ward, J., *English Noblewomen in the Later Middle Ages* (London, 1992)
- \_\_\_\_\_, trans. and ed., *Women of the English Nobility and Gentry 1066-1500* (Manchester, 1995)
- Wareham, A., 'The Motives and Politics of the Bigod Family' in *Anglo-Norman Studies* 17 (1994), 223-42
- Warren, W.L., *Henry II* (London, 1973)
- \_\_\_\_\_ *King John* (London, 1981)
- Waugh, S., 'Non-Alienation Clauses in Thirteenth Century English Charters' in *Albion* 17 (1985), 1-14
- \_\_\_\_\_ 'The Fiscal Uses of Royal Wardships in the Reign of Edward I' in P.R. Coss and S.R. Lloyd ed., *Thirteenth Century England I* (Woodbridge, 1986), 53-60
- \_\_\_\_\_ 'Women's Inheritance and the Growth of Bureaucratic Monarchy in Twelfth and Thirteenth Century England' in *Nottingham Medieval Studies* 34 (1990), 71-92
- \_\_\_\_\_ *The Lordship of England: Royal Wardships and Marriages in English Society and Politics 1217-1327* (Princeton, 1988)
- White, S.D., *Custom, Kinship and Gifts to Saints* (Chapel Hill, 1988)
- Williams, B., "'Cursed by my Parents": A View of Marriage from the Lais of Marie de France' in C. Meek and K. Simms, ed., *The Fragility of Her Sex? Medieval Irishwomen in their European Context* (Dublin, 1996), 73-86
- Yver, J., 'Un Aspect de la Divergence Entre Droit Normand et Droit Anglais: le<maritagium>.' in *Revue Historique de Droit Francais et Etranger* 68 (1990), 489-502

#### Unpublished Thesis

- Moule, C. J., *The Entry into Marriage in the Late Eleventh and Twelfth Centuries (c.1090-1181)* (Cambridge, 1983)