

Translation of the Record—*continued.*

And the aforesaid John then waged to him his law etc. thereon that he was never summoned to be here at the aforesaid day three weeks after Easter to answer the aforesaid William on the aforesaid plea and that he did not cause himself to be essoined etc. at that day. And he had a day here for making his law thereon on the quindene of the Holy Trinity next following. And then the same John caused himself to be essoined against the aforesaid William on the same plea. And he had a day here by his essoiner at this day etc. And now come as well the aforesaid William as the aforesaid John by the attorney of him the said William. And the same William asks judgment straightly upon the preceding default, and that seisin be adjudged to him etc.

And John says that by the aforesaid default nothing can accrue to the aforesaid William; for he says that he himself holds the aforesaid messuage of him the said William by fealty and the service of two shillings a year, and well he acknowledges that the aforesaid rent was in arrear to him for two years before the day of the purchase of the writ aforesaid, to wit, on the ninth day of April in the third year of our reign; but he says that he is ready to satisfy him of the arrears before the aforesaid day of the purchase of the writ and after, and to find sufficient security etc. according to the form of the aforesaid statute¹ as the court may award etc.

And William says that the aforesaid Thomas holds the aforesaid messuage of him by fealty and the service of four shillings and eight pence, and that that rent was in arrear to him for six years before he purchased his writ aforesaid thereon, and after the purchase of the same. And this he is ready to aver etc.

And John says that he holds the aforesaid messuage of him the said William by fealty and the aforesaid service of two shillings only, and that those two shillings were not in arrear save only for two years before the day of the purchase of the writ aforesaid. And of this he puts himself upon the country. And William likewise.

Therefore the sheriff is ordered to cause to come here three weeks after Easter twelve etc. by whom etc. and who neither etc. to make recognition etc. because as well etc.

4. HORNEBY v. THE ABBOT OF CROYLAND.

I.

One A. brought his writ of cosinage against the abbot of Croyland, and demanded certain tenements in C.

Toudeby. You have a protection for the abbot. (And he put before

¹ Westminster II (1285), c. 21 and Gloucester (1278), c. 4.

the court the protection¹ which said that the king had received the abbot and all his property into his protection and defence, for he was going with the king's leave beyond the sea, and that meanwhile he was to be quit of all pleas.)

Denham. We pray that the abbot be called; (and he was called etc.).

Denham. We pray judgment of his default.

Toudeby. He cannot make default, for the king writes on his behalf that he is in his protection.

Denham. He ought not to be quit of pleas by this protection; for this is a protection without cause; for the king does not witness that he is beyond the sea either in his service or on the affairs of the realm. And we ask judgment of his default, and pray that you will record it; for the Great Charter² says: 'To no man will we sell or deny etc.'

On another day Denham. We pray judgment of the default of the abbot of Croyland.

Toudeby. You have a protection etc.

Denham. Such a protection ought not to delay our plea, for it is without cause.

BEREFORD C.J. The king, in whose place we are, has sent word to us that the abbot is quit of all kinds of pleas; and if the king had sent word to us that we should not hold any plea here, could we hold pleas against the order of the king? (*as if to say, No*).

And the protection was allowed etc.

II.

A writ of cosinage was brought against the abbot of Croyland. A protection was put forward on his behalf and was read. It stated, that we have taken the abbot of Croyland who of our licence is about to set out for parts beyond the seas and his men lands etc. into our protection and defence.

Denham. There is no reason for adjourning this cause without day by virtue of this protection for the king does not attest by his protection that he is in his service; but he gives him leave to go beyond the sea, and there remain in his service for one year. And that is what the protection said. And 'the new ordinances'³ state that the Great Charter is to be kept in all its points; and it says that 'to no man will we sell or deny right or justice.' But if this cause were awarded to be without day by virtue of this protection, it would be so

¹ See the letters of protection on p. 8. ² *Les noveles Ordinances* (1311), c. 6.

³ *Magna Carta* (1225), c. 29.

awarded without reason, and against the Great Charter. Therefore we pray that you record the abbot's default.

BEREFORD C.J. We will not award the cause to be without day without a warrant. See here the king's writ which is our warrant, and which says that the cause is to remain without day, for he has taken the abbot into his protection. Therefore let it remain without day etc.

Translation of the Record.

For the reference, see opposite.

Thomas of Horneby Thomas of Oterington Robert de Lasceles and Robert of Crakhale by Geoffrey of Fynghale their attorney offered themselves on the fourth day against the abbot of Croyland [on a plea] of one messuage and two carucates of land with the appurtenances in Holbeach of which Conan the son of Ellis the cousin of the aforesaid Thomas Thomas Robert and Robert whose heirs they are was seised in his demesne as of fee on the day on which he died etc. And he did not come and upon this a certain John Makorneys comes and proffers a protection of the lord king for him the said abbot in these words:—

Edward by the grace of God king of England lord of Ireland and duke of Guienne. To all his bailiffs and faithful men to whom these present letters may come [greeting]. Know that we have taken into our protection and defence our beloved in Christ the abbot of Croyland, who of our licence is about to set out for parts beyond the sea, and his men land property rents and all his possessions. And therefore we command you that you maintain protect and defend him the said abbot his men lands property rents and all his possessions not doing or permitting to be done any injury harm loss or hardship. And if any trespass shall have been done to them, do you cause amends to be made to them without delay. In witness whereof we have caused these our letters patent to be made to hold good for one year. We will also that the same abbot in the meantime be quit of all pleas and plaints except pleas of dower *unde nihil habet* and *quare impedit* and assises of novel disseisin and last presentation and except causes which may chance to be summoned before justices journeying in their eyres; these presents not to be valid if it happen that he the said abbot shall not make that journey or shall afterwards return to England from the parts above mentioned within that term. Witness myself at London on the third day of September in the fifth year of our reign.

And the same John asks that the aforesaid cause remain without day until etc.

Therefore it remains without day etc. by the protection before mentioned.