

## NEWMARKET AND ITS MARKET COURT, 1399 – 1413

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THE MARKET COURT of Newmarket was one of four courts of that manor in medieval times, the others being the leet, the general court and the fair court. The rolls of all four have survived for the years 1399 – 1413.<sup>1</sup> The leet, held annually on the feast of St Peter ad Vincula (1 August), dealt with such matters as the view of frankpledge, fining of absent suitors, misdemeanours against the king's peace and nuisances on the king's highway. The general court (elsewhere usually known as the court baron), which met twice a year around Easter and 1 November, was concerned with offences against the lord of the manor, notably breaches of the assizes of bread and ale and infractions of market regulations governing the sale of foodstuffs and other goods. The fair court was also held twice a year, on the occasion of the little summer fair (the 'Petyaestomin' fair) on St Barnabas' Day (11 June) and during the big annual fair which lasted for three days around the feast of St Simon and St Jude (28 October). Here all market stall-holders owed suit of court. The cases presented chiefly concerned the state of the stalls in the market, stall-holders being fined for not keeping their stalls in reasonable repair. This court seems in fact to have functioned in some respects as a general meeting of the market court.

Although market courts must have been held in the numerous market towns of England, few rolls of such courts appear to have survived.<sup>2</sup> The market court rolls of Newmarket manor are therefore especially valuable in providing a picture of the way in which such courts functioned and of how they differed from other manorial courts.

At Newmarket the court was always held on a Tuesday, which was market day there since at least the 13th century. The rolls, which are complete from November 1407 to April 1413, show that during this period the court was held on 102 occasions, meeting on average every two or three weeks. Few courts were held in August or September, doubtless because of the pressures of harvesting. There were courts most weeks in Lent, perhaps because there was little to be done then in the fields, or possibly in order to sell the surplus produce of the previous year. Since, as will be shown, the great majority of cases were for debt, the frequency of sessions at this season may perhaps indicate that by the end of the winter both creditors and debtors were short of cash.

The rolls assume a knowledge of the functions of market courts. One must therefore remember that the record was made by a manorial official whose primary concern was not with procedure but with what amercements were due to the lord of the manor. It is nevertheless clear that, unlike the other Newmarket courts, the market court was not a court in which juries presented cases of fact; it was a civil rather than a criminal court, where, for example, creditors could press for payment of debts. It seems evident, too, that one trader could bring a case against another before a court made up of their fellow-traders. This is shown by the fact that the jury appointed (the means of selection is unknown) to decide a case was made up of stall-holders.<sup>3</sup> There is no indication that stall-holders owed suit of court, but those who had been sworn in to decide a case were fined if they failed to appear in court to give their verdict.

The identity of the court officials is not clear. The steward of the manor (at this time William Cheveley, presumably from the neighbouring village of Cheveley) may have presided. Bailiffs played a prominent part, but it is not clear whether they were manorial officials or simply market bailiffs. They occasionally presented cases to the court, invariably concerned with market discipline, for example the evasion of tolls, and were responsible for enforcing the rulings of the court. As will be seen, they also acted as pledges for both defendant and plaintiff. There was also a clerk of the court who recorded the amercements due to the lord of the manor.

## THE TRADERS AND THEIR WARES

More than 500 items are recorded in the rolls, of which no less than 340 take the basic form *A.B. mercator queritur de C.D. mercatore* (A.B., trader, bring a suit against C.D., trader). Invariably 'mercator' is added to the name of both plaintiff and defendant, an indication that the court was solely for the use of traders. Presumably it was normally intended for traders in the market, but it is clear that in practice others used it. For example, on 15 December 1405 John Maliard of East Dereham brought a plea of debt against John Wynde of Bury St Edmunds. Although each is described as *mercator*, Wynde was in fact Maliard's bailiff, who when his accounts were audited was found to be in arrears to the tune of ten marks, 'due to be paid to the same John Maliard at Newmarket on the Tuesday next after the feast of St Edward the King'.<sup>4</sup> Newmarket was presumably chosen because it was a convenient distance from Bury and East Dereham. At all events the case shows that the town's market court could occasionally be used by so-called traders from elsewhere to settle their differences.

The case of Maliard *v.* Wynde indicates another difference between the market court and other courts. The market court clearly cut across manorial jurisdiction;<sup>5</sup> neither Maliard nor Wynde was a tenant of the manor of Newmarket, and only by a fiction could they have been described as traders in the market of that manor. This transcending of manorial boundaries and jurisdiction is confirmed by the places of origin of plaintiff and defendant, which are often, but by no means always, given. The map (Fig. 17) indicates from how far afield they came. Beyond its range were William of Banbury, Thomas Fyschere of Bedford, John Bocher and John Coteler of Thaxted, Walter Tennison of Newport Pagnell and Thomas Clyff of King's Lynn (then known as Lynn Episcopi). If to this list are added surnames which *may* indicate a place of origin — such as Robert Peterborough, Robert Grantham, Richard Dunmow and Thomas Harlow — the scope and importance of the Newmarket court appears remarkable. Neither defendant nor plaintiff had to attend the court in person; either could appoint a representative, occasionally dignified with the title of attorney. In twenty-five cases the words *ponit suo loco* (he puts in his place) are inscribed above the name of either plaintiff or defendant; these representatives include men who are known to have been bailiffs.

The names of the traders often tell in what they actually traded. Butchers played a dominant role in the market; there were Walter, Agnes, John, Nicholas, William, Thomas, Roger, Stephen, Robert, Alexander and Richard, all surnamed Bocher, as well as John Dowe, expressly described as 'bocher'. Leather-workers also seem to have been prominent; there were for example Nicholas and John Sadeler, Andrew, John, Ralph, Thomas and William Barker (tanner), Thomas Souter (shoemaker) and John Gerthmaker. Metal workers occur with some frequency; there were brasiers, and of course numerous smiths, including John and Thomas, expressly described as ironmongers (*feronarii*), and John Ballone *alias* Bladesmith. The fact however that John Baker was a brasier and not a baker warns us that name and trade cannot automatically be assumed to coincide.

The rolls of the general court for the same period, in addition to their long lists of alewives and bakers in breach of their respective assizes of ale and bread, record that William and John Spysyer, William and John Chaundeler and Thomas Predyton (expressly described as 'chandler') sold tar, oil, flour and bitumen by unsealed measures (*per mensuras non sigillatas*), and that William and Thomas Roper, John Felyp and another Thomas Predyton (described as 'roper') sold ropes and canvas by weight and not by balance (*per pondera et non per balanciam*). They also record that there was much excessive selling of foodstuffs by traders whose names appear in other connections in the rolls of the market court. Details of the leasing of stalls recorded in the rolls show that there were drapery and mercery rows; John Heyham is described as 'merser' and debts are due for the sale of wool and linen. The general picture is therefore of traders in the

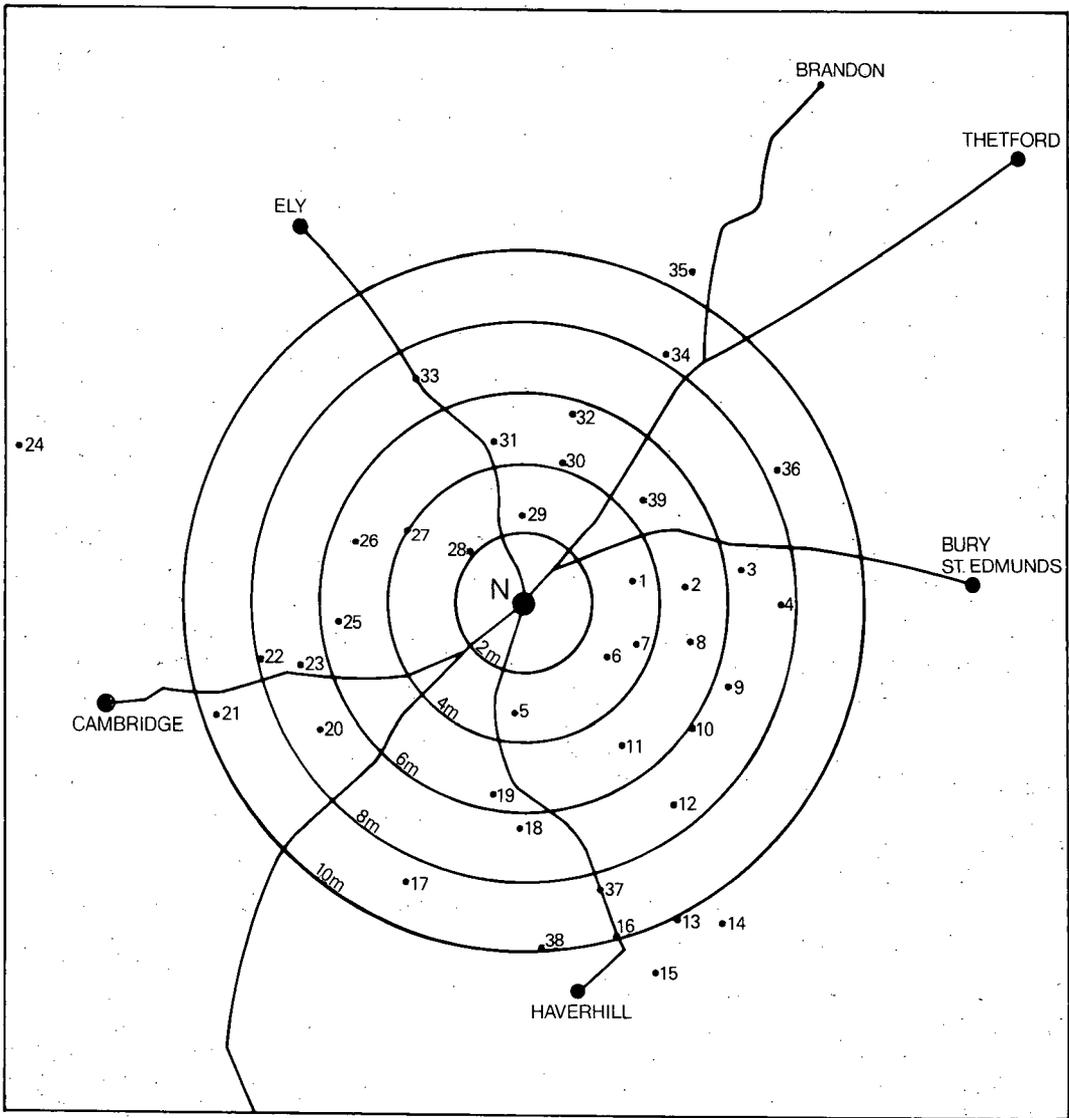


FIG. 17.—Places of origin of traders using Newmarket market courts:

- |                |                  |                |                  |
|----------------|------------------|----------------|------------------|
| 1: Moulton     | 11: Kirtling     | 21: Teversham  | 31: Fordham      |
| 2: Gazeley     | 12: Cowlinge     | 22: Quy        | 32: Freckenham   |
| 3: Higham      | 13: Barnardiston | 23: Bottisham  | 33: Soham        |
| 4: Barrow      | 14: Hundon       | 24: Willingham | 34: Mildenhall   |
| 5: Stetchworth | 15: Kedington    | 25: Swaffham   | 35: Eriswell     |
| 6: Cheveley    | 16: Gt Wrating   | 26: Reach      | 36: Cavenham     |
| 7: Ashley      | 17: Balsham      | 27: Burwell    | 37: Thurlow      |
| 8: Dalham      | 18: Carlton      | 28: Exning     | 38: Withersfield |
| 9: Ousden      | 19: Brinkley     | 29: Snailwell  | 39: Kennett      |
| 10: Lidgate    | 20: Wilbraham    | 30: Chippenham |                  |

From outside the 16-mile radius: Banbury, Bedford, Hoxne, Thaxted, Botesdale, Oxeforth (? Oxford), St Neot's, South Elmham, King's Lynn (Lynn Episcopi), East Dereham, Mendlesham, Feltwell, Grantham, Peterborough, Halesworth, Diss, Dunmow, Bumstead, Newport Pagnell, Sutton.

market serving the local community with the goods essential for everyday living. There is no suggestion of luxury goods being on sale and little indication of a cattle or sheep market.

### THE PLEAS

The basic formula 'A.B., trader, brings a suit against C.D., trader' is usually supplemented by the phrase '*in placito*', followed by the type of plea brought. The type of plea in the period under consideration is actually stated in some 338 cases. The predominant plea is debt (286 cases, or 84.6 per cent). It is unfortunate that details are recorded in only seventy-seven of the pleas for debt, and then for the most part in summary form. Forty-one of these appear to be straightforward cash loans (of amounts ranging from 9d. to £14) for which the creditor now seeks repayment. Following medieval practice the creditor does not ask for interest, but claims (and nearly always receives) damages (*dampnum*) varying from 1d. to 40d.

Of the other thirty-six pleas for debt for which details are recorded, twenty-eight are for cash due for items sold by the plaintiff to the defendant, ranging from horses, sheep, grain and flour to 'coverlytys', linen sheets, saddles and hides. The three biggest debts were probably contracted outside the market, but the creditors used the market court to obtain what was due to them. On 2 August 1412 William Chevele, the steward of the manor, sued William Ray for £6 2s. 6d. and 40s. damages for wool sold to him and John Colyn on St John the Baptist's Day 1411 (a Wednesday, not a market day).<sup>6</sup> On 12 June 1412 Richard Farewel sued Robert Alwarton for £3 and 50s. damages for forty sheep sold to him on All Saints' Day 1410 (a Saturday);<sup>7</sup> and on 26 February 1404 William Tarent, clerk, sued Robert Twerch for 50s. for twenty-five sheep sold to him on St Laurence's Day 1403 (a Friday).<sup>8</sup> Of the remaining eight pleas for debt, three are suits against manor bailiffs (not of the manor of Newmarket) for arrears due on their annual audited accounts;<sup>9</sup> three are suits for rents due on tenements or sub-let stalls in the market.<sup>10</sup> Peter Fydeler, the manor bailiff, sued Richard Tornor on 17 June 1404 for amercements levied on him at the leet at Stetchworth,<sup>11</sup> and on 21 July 1411 Richard, servant of Walter Berd, sued John Beck for 5s. due for services rendered.<sup>12</sup> These cases suggest that the market court would be more aptly termed the traders' court, or even more widely a court of requests, to which creditors from all walks of life could come to obtain their dues.

The second most frequent plea (twenty-one cases, or 6.2 per cent) is of *transgressio*. Although details of only three of these cases are given, they are sufficient to show that *transgressio* could mean more than mere trespass. For instance, on 29 November 1407 Richard Derlyng brought a suit against Thomas atte Hel for selling him a horse guaranteed to be sound in wind and limb (*tubiis et membris sanum*) but which the plaintiff claimed did not merit this description.<sup>13</sup> On 6 November 1408 Laurence Horn sued John Baxtere for damages of 40d. for selling him a brass pot which the plaintiff claimed was made of lead; the jury awarded him damages of only 4d., judging that the pot concerned was of brass but had been badly cast.<sup>14</sup>

Sixteen suits were brought under the heading of breach of contract, of which six are described in detail. For instance, on 12 November 1409 Thomas Clerk sued John Odie, alleging that John had broken an agreement by which he was to sub-let two shops to Thomas for the rent of 8d. a year. Thomas paid his rent but claimed that John had never handed over the shops. The jury found for Thomas in the case of one of the shops and awarded damages of 10s.<sup>15</sup> Other types of plea included nine cases of detention of goods, for which no details are given, sub-letting of stalls (three cases), amercements (two cases) and concealment (one case).

The cases reveal a picture of the affairs of a small market town, its traders and others selling and buying, borrowing and lending, getting into debt and having to resort to their own special court to get what was due to them. These people seem, basically, to have been little different from their 20th-century counterparts.

## THE PLEDGES

After the form of the plea, the next addition to the basic formula is invariably *plegius de prosequendo* (pledge for the prosecution), followed by the name of the pledge. Pledges were important to the lord of the manor because whoever lost the case was required to pay the amercement (4d. or 6d.) due to the lord for the privilege of having the case heard in court. The pledge for the prosecution stood security for the plaintiff that he would pay the amercement due if he was adjudged to have brought an unjust suit and so lost his case, or if the suit was withdrawn. Pledges were apparently drawn from the ranks of fellow-traders or manorial tenants. Of the seventy named pledges six men stand out, all of whom at one time or another were bailiffs in the manor or market. These were Thomas Sowter (on forty-nine occasions), William Godard (thirty-five times), Thomas Pere (twenty-three), Adam Foster (nineteen), Peter Fydeler (nineteen) and John Chaundeler (fifteen). The bailiff (unnamed) stood as pledge on no less than thirty-nine occasions. Clearly this official played an important go-between role in the community, being also responsible for collecting the amercements on behalf of the lord.

## 'ATTACHMENTS'

The third addition to the basic formula of the court roll entry is the item or items by which the defendant was 'attached' as security for payment of his debt and amercement. The attached items, valued by fellow stall-holders, give some indication of the social status and wealth of the defendant. By far the most frequent item was the horse. Ninety-nine defendants (39 per cent) were attached by one horse, eleven by two horses, five by three horses (once including a cart) and nine by four horses (twice with cart). The horse was selected presumably as being the trader's main essential, his means of transport from market to market. After trading at Newmarket on Tuesday he could move to Bury St Edmunds for the Wednesday market, to Ely on Thursday and to Soham or Mildenhall on Friday. Animals other than horses were rarely taken or offered as items of attachment. The next most frequent items of attachment were meat (*carnes*), on twenty-five occasions (10.4 per cent) and leather goods such as hides and saddles (7.5 per cent), reflecting the prominent place taken in the market by both butchers and leather-workers.

The items so far mentioned all suggest that the defendants were *bona fide* market traders, as of course do the four occasions when one or more market stalls were taken as security. Items such as a tunic, tubs, andirons, a 'gredyle', 'pakkes' and '*necessaria hospicii*' (items essential for an inn) suggest however that others besides traders used the market court to recover debts from the ordinary citizen.

## SECURITY HOLDERS

In addition to being valued by stall-holders, attached goods were held as security by various members of the community; the phrase in the court roll formula which follows the name of the items attached runs: *remanens in manibus G.H.* (remaining in the hands of G.H.). Security holders included Thomas Sowter (on twenty-six occasions), William Goddard (eleven times) and Peter Fydeler (eight times), whom we have already met not only as pledges for the prosecution but also as bailiffs; the incumbent bailiff (unnamed) occurs fifteen times, as does John Reder, landlord of the 'Hart' next door to the 'Ram', on the site of the present Rutland Arms. Some seventy people are named as holding the attached goods of the various defendants. On twenty-five occasions the same person acted both as pledge for the prosecution and as holder for the defendant. Attached livestock must have caused problems of accommodation and feeding for their holders; on occasion the difficulty was solved by putting them in the lord's park. Butchers' meat must also have raised problems of storage, especially when, as frequently happened, cases

were deferred to the next meeting of the court a week or two later. Perhaps the phrase 'remaining in the hands of G.H.' sometimes simply meant that the holder pledged himself to produce the equivalent of the attached goods when the court decided the case. In those instances when security holder and pledge were one and the same person, he was of course in theory responsible for producing both plaintiff and defendant in court and was liable to be amerced for failure to do so, though in practice this does not seem to have happened very often.<sup>16</sup>

The reference to security holders completes the formula of the rolls, namely *A.B. mercator queritur de C.D. mercatore in placito [debiti] plegius de prosequendo E.F. Et idem C.D. attachiatus est per [unum equum] precii [xs.] remanentem in manibus G.H.* (A.B., trader, brings a suit against C.D., trader, in a plea [of debt]; the pledge for the prosecution is E.F., and the same C.D. is attached by [one horse] valued at [10s.], remaining in the hands of G.H.). It remains to discuss how the case was decided.

### THE DECISION

The court rolls show various ways in which a decision was reached. Most obviously the defendant could admit his liability at once in court (the latin phrase is *cognovit in curia*). Sometimes he made arrangements in court to meet his obligations; more often however the rolls record *preceptum est levare dictos [xs.] ad opus dicti A.B.* (orders were given to raise the said [10s.] for the use of the said A.B.), A.B. being the plaintiff. The bailiff seems to have been responsible for this, and also for obtaining the due amercement.

Much more usually the defendant admitted his liability and asked, at the initial or a later hearing, for permission to settle with the plaintiff out of court (*ponit se pro licentia concordandi cum A.B.*). In such cases the defendant had to pay an amercement of 3d. to the lord of the manor. If the plaintiff withdrew his case he was responsible for paying the amercement.

Sometimes the defendant denied liability (*defendit vim et injuriam*). There were then two methods of procedure. Firstly the defendant could put himself upon his country (*ponit se super patriam*) and opt for trial by twelve fellow stall-holders. This could happen there and then at a pie-powder court (so called from the French *pieds poudres*, meaning 'dusty feet'). This was naturally convenient for a trader who might have to travel to another market next day, especially if he were an itinerant pedlar who might not appear again for some months. The rolls record fifteen instances of a pie-powder court. For example, on 21 February 1413 Richard Derlyng brought a suit against William Goodlyng of Ousden, a butcher, for 10s. for a horse which he sold to him. William was attached by meat valued at 12d.; those sworn to settle the case there and then decided that William owed 10s. to Richard and awarded him 2d. damages.<sup>17</sup>

It was more usual however for such cases to be decided at a later session of the court; this happened on thirty-seven occasions in the period under discussion. For instance, on 6 November 1403 Roger Smyth of Soham sued Thomas Eustas of Swaffham Bulbeck for 6s. Thomas denied the debt and 'put himself on his country'; twelve stall-holders were sworn in to give their verdict at the next session of the court on 20 November. None of them appeared and each was fined 1d.: ten defaulted again on 27 November, when they were each fined 2d. Six defaulted again on 4 December and only on 11 December did they all appear and say on oath that Thomas Eustas owed and had unjustly detained 6s. from Roger Smyth. Roger's damages were assessed at 6d.<sup>18</sup> Such delays in giving judgement were frequent and were of course beneficial to the lord of the manor, who received the fines.

The other method of deciding a case when the defendant denied liability was by 'oath helping'. The court required either defendant or plaintiff to produce a number of people to swear that his own oath was reliable; the number varied from five to seven. Such a method might be effective when it was a question of one man's word against another's, but obviously the man of

wealth or high social status held an advantage and justice was not always done. For instance, on 10 December 1409 John Bocher of Ely sued John Chedham for 16s. for a woolfell (*pellis lanuta*) with damages of half a mark (6s. 8d.). Chedham was required to attend the next court *cum octava manu*, with seven others besides himself to testify to the reliability of his oath. When he failed to come with his *legemani* on 14 January Bocher won his case.<sup>19</sup> Again, on 21 July 1411 Richard, servant of Walter Berd, sued John Beck for debt for 5s. due apparently for services rendered.<sup>20</sup> Beck denied the debt and was required to come to court at a later date 'with six hands'. On 4 August he 'made his law with six hands'; as he was attached by four horses and a cart, valued at 20s., he must have had a considerable social and economic advantage over Richard.<sup>21</sup>

The final method of reaching a decision was required in those cases (thirty-seven in our period) in which the defendant failed to appear to answer the plaintiff. He was then 'called' (*proclamatus*) on five occasions, either on the same day, or at later sessions of the court. For example, on 2 December 1399 John Magote sued Richard Drover, who was attached by personal belongings valued by two stall-holders at 7s. 4d. He was called five times on that day, but did not appear and so lost his case by default. His goods were handed over to Magote, whose pledges were however required to find 12d. in amercements to the baliff.<sup>22</sup> This case is also incidentally an example of a pie-powder court.

The following table summarises the various ways in which the cases were decided. In over half the cases no decision is recorded; again one must remember that the clerk of the court was primarily interested in amercements.

	<i>Number of cases</i>	<i>Percentage</i>
Defendant admits liability in court	21	8.3
Defendant asks for permission to settle privately	87	34.5
Plaintiff does not prosecute	46	18.3
Defendant denies liability		
(a) decision by jury	52	20.6
(b) decision by oath helping	9	3.6
Defendant does not appear	37	14.7
	<hr/> 252	<hr/> 100

#### PRIVATE SETTLEMENT OUT OF COURT

A second formula occurring very frequently in the court rolls runs *C.D. mercator* [defendant] *ponit se pro licentia concordandi cum A.B. mercatore* [plaintiff] (C.D., trader, applies for permission to settle privately with A.B., trader). On ninety-five occasions this formula occurs with no indication of any previous hearing or suit; a debtor comes to court and asks permission to settle privately with his creditor, the initiative apparently being taken by the debtor, who pays the amercement. On eighty-seven occasions the formula occurs in its abbreviated form (*ponit se*) above the name of the defendant, at a hearing of the suit brought by the plaintiff; the court then agrees that the case may be settled privately. The formula also occurs thirty-eight times in its full form at a session of the court held a week or so after the initial hearing. It is difficult to discover the precise meaning of private settlement. What does seem certain, however, is that the plaintiff could not bring the suit to court again; the case was closed. The frequency with which the defendant asks for a private settlement suggests that it was to his advantage to do so.

At this stage in our survey the final issue of the cases recorded in the court can be seen. In about a quarter of them no decision is recorded. The following table shows the issue of those in which the decision is known.

<i>Decision</i>	<i>Number</i>	<i>Percentage</i>
Defendant applies for permission to settle privately	220	65.8
Plaintiff does not prosecute	46	13.8
Decision given in favour of the plaintiff	54	16.2
Decision given in favour of the defendant	14	4.2
	334	100

These figures show that it was clearly to the advantage of the defendant to settle out of court, not only because of the predominance of licence applications, but also because a decision given in court was nearly four times more likely to be in favour of the plaintiff.

Other matters besides these civil cases of debt, trespass and the like were brought before the market court. For example, shops and stalls were transferred from one trader to another through this court, or sometimes through the fair court. Since an entry fine varying from 6d. to 20s. was payable to the lord of the manor by the incoming tenant, attempts were often made to by-pass the court. For this reason the entry fine is nearly always mentioned in these records of transfers; the amount of rent is only occasionally given,<sup>23</sup> and only on seven occasions is a term set for the tenancy (four for twenty years, one for sixty years, one for twelve years and one for seven years). Vacant plots were also sometimes transferred, suggesting perhaps that some people were prepared to speculate on the possibility of the market's growth.

In conclusion, the market court rolls of the manor of Newmarket throw an interesting sidelight on the ways in which civil cases were decided in a small market town at the beginning of the 15th century. Elsewhere such civil cases between tenants of the same manor seem normally to have been decided, among much other business, at an ordinary manorial court. It appears that there were places like Newmarket, Sudbury and Ely where civil cases between tenants of different manors could be heard. The Newmarket court was concerned very largely with such cases, and since the rolls are continuous for so many years, it has been possible to give a clear picture of the kind of procedure which may have obtained in other courts where such civil cases were decided. The rolls also portray small town traders and inhabitants in their economic relationships with one another. The portrait is of course limited since it is drawn from the viewpoint of the lord of the manor, concerned with the profits of justice, rather than that of the ordinary man in the Newmarket High Street or Market.

#### ACKNOWLEDGEMENTS

I am grateful to Mr David Dymond for his encouragement in the preparation of this article and for drawing my attention to surviving market court rolls in Norfolk, and to Dr Christopher Kitching for his assistance in tracking down market court rolls in the Public Record Office.

#### NOTES

- <sup>1</sup> They are deposited as Accession 1476/1/1-48 at the Bury St Edmunds Branch of the Suffolk Record Office, where transcripts are also held. The originals are the property of the Sayed Idries Shah, lord of the manor of Newmarket, by whose kind permission they are quoted.
- <sup>2</sup> Only thirteen medieval court rolls are described as market court rolls in the P.R.O. Index of Court Rolls. On examination most of these prove to relate to fair courts; as Dr Kitching of the P.R.O. has pointed out to me, the classicists who compiled the Index translated *Curia Nundinarum* as 'market court' rather than 'fair court', the former being the classical use, the latter the medieval. Market court rolls, recording civil cases very similar to our Newmarket ones, survive for Heacham in Norfolk and for Ely (where market pleas were heard *apud portam Bertone*).
- <sup>3</sup> In a case recorded in the market court rolls of Hingham in Norfolk, the lord's bailiff was instructed to find twelve good men and true, merchants from the neighbourhood (*xij probos et legales homines qui sunt Marchantes de visineto*) to serve on the jurors' panel (N.R.O., Kimberley Collection P 194 D).

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- <sup>4</sup> Acc. 1476/1/25.
- <sup>5</sup> Court rolls for St Ives, Ely and Sudbury show that courts there, concerned with similar cases, also cut across manorial boundaries and jurisdiction. Tenants were of course able to bring such suits against tenants of the same manor in their own manorial court, as for example at Ditton Valens (one of the Wood Ditton manors adjoining Newmarket) and at Mildenhall.
- <sup>6</sup> Acc. 1476/1/43.
- <sup>7</sup> Ibid.
- <sup>8</sup> Acc. 1476/1/16.
- <sup>9</sup> Acc. 1476/1/25 (Maliard v. Wynde); 1476/1/19 (Chaundler v. Fynsent); 1476/1/28 (Hoole v. Brayn).
- <sup>10</sup> Acc. 1476/1/25 (Leycestre v. Choun); 1476/1/40 (Cowpere v. Maysin); 1476/1/28 (Prat v. Cook).
- <sup>11</sup> Acc. 1476/1/16.
- <sup>12</sup> Acc. 1476/1/41.
- <sup>13</sup> Acc. 1476/1/28.
- <sup>14</sup> Acc. 1476/1/20.
- <sup>15</sup> Acc. 1476/1/36.
- <sup>16</sup> Acc. 1476/1/22: *'uïjd. de plegiis Thome Teversham Mercatoris quia ipsum non habuerunt ad respondendum Petro Wanton de placito debiti'*; this is the only instance in all the rolls in which the pledges are amerced for failing to produce their man.
- <sup>17</sup> Acc. 1476/1/47.
- <sup>18</sup> Acc. 1476/1/13 and 1476/1/15; these are identical copies of the same court proceedings.
- <sup>19</sup> Acc. 1476/1/36.
- <sup>20</sup> The text is barely legible.
- <sup>21</sup> Acc. 1476/1/41.
- <sup>22</sup> Acc. 1476/1/1.
- <sup>23</sup> Reference to the *compotus* would presumably establish this.

## REFERENCES

All manuscripts cited, unless otherwise stated, are in the Bury St Edmunds Branch of the Suffolk Record Office.

### *Abbreviations*

P.R.O. Public Record Office.  
N.R.O. Norfolk Record Office