Power, lordship, and landholding in Anjou, c.1000-c.1150

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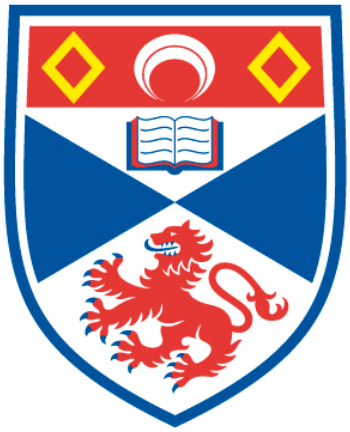
at the
University of St Andrews



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Abstract

This thesis explores the relationship between lordship and landholding in Anjou, from *c*.1000 to *c*.1150, focussing specifically on the effects of power upon that relationship. I consider questions central to lordship: how closely connected was lordship with control of land; to what extent was the exercise of seignorial power characterised by the use of force; what influence, if any, did legal norms have upon the exercise of power? I address these questions over four chapters. In chapter 1, I focus on the consent of lords to grants of land, emphasising the close relationship between lordship and landholding. Chapter 2 looks at claims for services lords brought on their tenants of ecclesiastical lands, and highlights the remedies contemporaries possessed against lordly heavy-handedness. In chapter 3, I explore lordship from the perspective of the tenant by outlining warranty of land, and suggest that warranty ensured the tenant considerable security of tenure. Chapter 4 rounds off the thesis through a detailed discussion of five cases, which I use to elucidate the workings of seignorial power, drawing attention to the interactions between lords and their lay followers. I situate these issues within a framework emphasising competition for control of land and resources, and stress the importance of legal norms in relation to such competition. The thrust of my argument is twofold. First, whilst I stress an environment of intense, sometimes violent, competition over resources, I suggest that the exercise of lordly power was not unlimited, nor was it arbitrary. Instead, ideals of good lordship, together with legal norms, served to act as important restraints upon power. Secondly, I emphasise the need to look at both the short-term and long-term consequences of competition over land, and stress that legal norms were influenced by the former, with an eye to the latter. I therefore stress the capacity for legal innovation and change in eleventh- and early twelfth-century society.

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Acknowledgements

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Maps and Figures

Abbreviations

ABPO	*Annales de Bretagne et des pays de l'Ouest*
AD	Archives départementales
ADML	Archives départementales de Maine-et-Loire
AESC	*Annales: Économies, Sociétés, Civilisations*
ANS	*Anglo-Norman Studies*
BÉC	*Bibliothèque de l'École des Chartes*
BMA	Bibliothèque municipale d'Angers
CN	*Cartulaire noir de la cathédrale d'Angers*, ed. C. Urseau (Paris, 1908).
FON	*Grand cartulaire de Fontevraud*, 2 vols., eds. J.-M. Bienvenu, R. Favreau, and G. Pons (Poitiers, 2000, 2005).
GAD	*Gesta Ambaziensium dominorum* in *Chroniques des comtes d'Anjou et des seigneurs d'Amboise*, eds. L. Halphen and R. Poupardin (Paris, 1913), pp. 74-132.
GCA	*Chronica de gestis consulum Andegavorum* in *Chroniques des comtes d'Anjou et des seigneurs d'Amboise*, eds. L. Halphen and R. Poupardin (Paris, 1913), pp. 25-73.
Guillot i	Guillot, O., *Le comte d'Anjou et son entourage au XI^{e} siècle*, 2 vols. (Paris, 1972).
Guillot ii, C	Guillot, O., *Le comte d'Anjou et son entourage au XI^{e} siècle*, 2 vols. (Paris, 1972) [Catalogue of acts]
Halphen	Halphen, L., *Le comté d'Anjou au XI^{e} siècle* (Paris, 1906).
HEL	Pollock, F., and F. W. Maitland, *A History of English Law Before the Time of Edward I*, 2 vols., (2nd. ed.; Cambridge, 1898).
HGD	*Historia Gaufredi ducis Normannorum et comitis Andegavorum* in *Chroniques des comtes d'Anjou et des seigneurs d'Amboise*, eds. L. Halphen and R. Poupardin (Paris, 1913), pp. 172-231.
HSF	*Historia Sancti Florentii Salmurensis* in *Chroniques des églises d'Anjou*, eds. P. Marchegay and E. Mabille(Paris, 1869), pp. 217-328.

Hudson, *LLL*	Hudson, J., *Land, Law, and Lordship in Anglo-Norman England* (Oxford, 1994).
LMA	*Le Moyen Age*
MD	*Cartulaire de Marmoutier pour le Dunois*, ed. E. Mabille (Chateaudun, 1874).
MV	*Cartulaire de Marmoutier pour le Vendômois*, ed. M. de Trémault (Paris and Vendôme, 1893).
Niermeyer	Niermeyer, J. F. and C. van de Kieft, *Mediae Latinitatis Lexicon Minus* (Leiden, 1976).
Noyers	*Cartulaire de l'abbaye de Noyers*, ed. C. Chevalier (Tours, 1872).
P&P	*Past and Present*
RA	'Cartularium monasterii Beatae Mariae Andegavensis', ed. P. Marchegay, in *Archives d'Anjou*, vol. 3 (Angers, 1854).
RHDFE	*Revue historique de droit français et étranger*
SAA	*Cartulaire de Saint-Aubin d'Angers*, 3 vols., ed. B. de Broussillon (Angers, 1896-1903).
SJH	*Cartulaire de l'hôpital Saint-Jean d'Angers*, ed. C. Port (Paris, 1870).
SL	*Cartulaire du chapitre Saint-Laud d'Angers*, ed. A. Planchenault (Angers, 1903).
SMG	'Cartulaire de Saint-Maur de Glanfeuil', ed. P. Marchegay, in *Archives d'Anjou*, vol. 1 (Angers, 1843).
SSE	*Premier et Second livres des Cartulaires de l'abbaye Saint-Serge et Saint-Bach d'Angers (XI^{e} et XII^{e} siècles)*, 2 vols., ed. Y. Chauvin (Angers, 1997).
SVM	*Cartulaire de l'abbaye de Saint-Vincent du Mans (572-1188)*, eds. R. Charles and M. d'Elbenne (Le Mans, 1886-1913).
TRHS	*Transactions of the Royal Historical Society*
TV	*Cartulaire de l'abbaye de la Trinité de Vendôme*, 5 vols., ed. C. Métais (Paris, 1893-1904).

Note

I have observed the following rule with names of individuals from charters: I have Anglicised the forename, except when there is no obvious English equivalent, in which case I have kept it in the Latin. Names are followed by 'de' followed by the toponym in French, or Latin if the place remains unidentified.

The orthography of charters is inconsistent. When quoting the Latin, I have followed the punctuation of modern editions. As a rule, I have left the spelling and grammatical errors of charters un-noted, such as the replication of consonants or wrong case-endings; only in egregious examples have I imposed a '[sic]' to draw attention to the scribal error (and in at least one case, the editor's).

Introduction

A charter of 1090 x 1135, written by the monks of Saint-Serge d'Angers, records a story about the dispossession of Adam, son of Theobald, at the hands of Guy de Laval and Andrew de Vitré. Adam's land at Bréal, which had been in his family for many generations 'by hereditary right', bordered the forest of Guy and Andrew, whose woodland beasts liked to wander through Adam's land because of 'the pleasantness of its grove, meadows and stream.' The lords, Guy and Andrew, on the advice of Harvey their forester, stole Adam's land and turned it into woodland.[1] Adam made complaints about this for some time, but, 'he was unable to crush the savagery of these powerful men by warfare (*guerra*), since he was too old and poor, nor was he able to soften them with prayers.'[2] Only when Adam was nearing death, and wished to make a gift to the monks of Saint-Serge, was he able to obtain a measure of justice. He went before Andrew de Vitré with a throng of his relatives and neighbours, and made a tearful request, punctuated by sobs, that Andrew grant the land at Bréal to the monks. Thus Andrew, with the consent of his son Robert, and with his barons urging him on, 'mercifully' agreed to the old man's request, and restored the land to Adam, who then surrendered it to a monk of Saint-Serge.[3] This story introduces many of the key themes of this thesis. It draws our attention to the forceful, perhaps arbitrary, exercise of lordly power; it raises questions about how individuals settled disputes and sought redress for wrongs; and it alludes, albeit implicitly, to the relevance of norms, such as the significance of a phrase like 'by hereditary right.'

In this thesis I examine issues surrounding the functioning of seignorial power and control over land in eleventh- and early twelfth-century Greater Anjou, concentrating specifically on the ways in which that power interacted with legal

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[1] *Adam filius Tetbaudi habuerat juxta Braellum quandam terram … Hanc predecessores sui per multas successiones jure haereditario possederant. Sed quia contigua erat forestae Widonis de Valle et Andreae Vitriacensis et ferae saltus ad eam terram egrediebantur propter amoenitatem nemoris et pratorum et fluminis … consilio cujusdam forestarii Hervei nomine, Wido et Andreas abstulerant eam supradicto viro, ejectis habitatoribus, in saltum et forestam mutaverunt*: *SSE* i 4.

[2] *…sed feritatem potentum nec guerra quia grandevus et pauper erat, frangere nec precibus diutinis emollire potuit*: *SSE* i 4. The text used as the basis for Yves Chauvin's edition omits the *potuit*, but Chauvin notes this is a variant reading in a later copy of this charter.

[3] *Postremo cum jam decrepitus esset aetatis et finem dierum suorum imminere sibi cerneret, cum multa parentum et vicinorum manu flebiliter dominum Andream Victreacensem adivit, et ut sui miseretur quo poterat singultu poposcit … Supplicatione itaque procerum suorum misericorditer dominus Andreas preces senis exaudivit, et terram monachis, sicut petebatur in eleemosina ipse et Robertus filius ejus concessit*: *SSE* i 4.

norms and processes. I consider questions central to lordship, such as how closely was power connected to land, and in what situations would lords and men come into conflict over the control of land? Fundamentally, I consider the influence upon power of legal norms, especially the extent to which the exercise of power was limited by such norms. Describing the affairs of the eleventh or early twelfth centuries as legal risks presenting law as a conceptually discrete field of thought and activity, and risks minimising the continuity and overlap between legal and other types of norm, such as religious, social, or moral.[4] Some have gone so far as to deny the relevance of the term altogether.[5] Maintaining the existence of a field of thought and activity one can call legal is desirable, however, both as an analytic tool and because such a field would have been comprehensible to contemporaries.[6] Gatherings of courts, performance of proofs, readings of charters, ordeals, pleading – which often must have entailed a shift in register –, all were marked apart from the ordinary hubbub of daily life in their rituals, gestures, and probably also language. Legal norms and processes, as we shall see, were often influenced by other factors, and the boundaries between the legal and the extra-legal could certainly be fluid. One of the underlying arguments of this thesis, however, will concern the capacity of normative legal culture over the eleventh and early twelfth centuries to adjust and formalise itself, and oftentimes directly as a result of interaction with power and lordship.

I explore, therefore, the ideals and norms of good lordship, illustrating the ways in which good lordship and legal ideas overlapped, but also how they differed, and thus I consider the practical effects this had upon landholding and relations between lords

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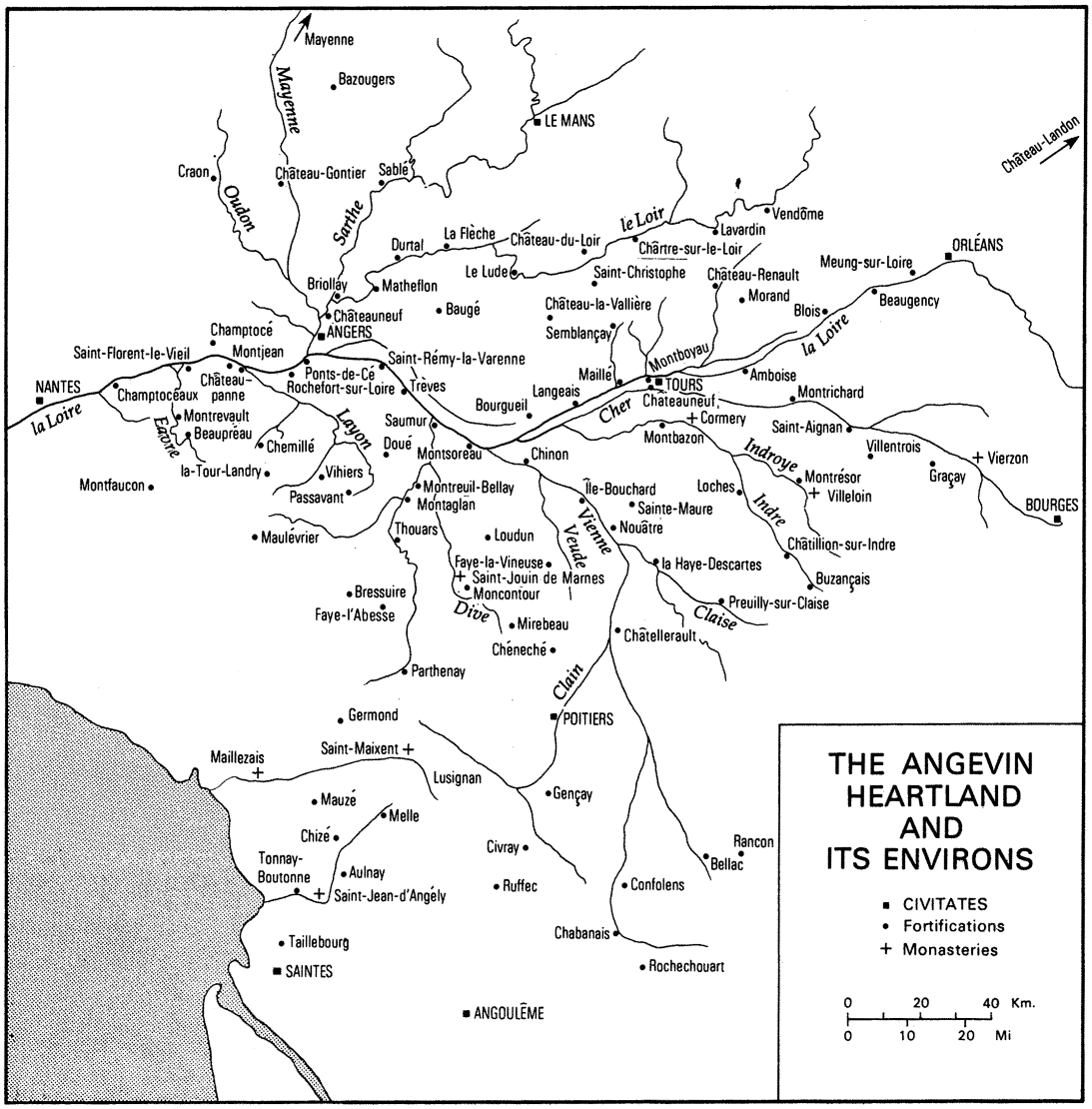
[4] Note here in particular S. Reynolds, *Kingdoms and Communities in Western Europe, 900-1300* (2nd ed.; Oxford, 1997), esp. pp. 12-66; eadem, 'Medieval Law', in *The Medieval World*, eds. P. Linehan and J. L. Nelson (London, 2001), pp. 485-502.

[5] See e.g., H. Teunis, *The Appeal to the Original Status: Social Justice in Anjou in the Eleventh Century* (Hilversum, 2006), p. 11: 'This does not imply that there was a legal framework, a legal system or a category referred to as "law." Such things did not exist. No matter how we choose to define our notion of law and a legal system, we cannot do so without assuming the presence of legislative and judicial bodies, of rules and a manner of applying them. This is true when we talk about them and in the theory of law. It also applies to the history of law. Religious, moral and customary rights and obligations – all are a product of the "micropolitics of social action." It was an undifferentiated field and never required the specific application of any rules. Whether we term the authority from which rules of law arise "custom" or judicial rulings, we are projecting our own rule-making institutions onto them. There was no such thing as "the law."

[6] See here, Hudson, *LLL*, p. 2; idem, *The Formation of the English Common Law*: *Law and Society in England from the Norman Conquest to Magna Carta* (London, 1996), pp. 2-8; S. D. White, 'Inheritances and Legal Arguments in Western France, 1050-1150', *Traditio*, vol. 43 (1987), pp. 55-103; B. Lemesle, *Conflits et justice au Moyen Âge. Normes, loi et résolution des conflits en Anjou aux XI^e^ et XII^e^ siècles* (Paris, 2008); idem, 'Les querelles avaient-elles une vocation sociale? Le cas des transferts fonciers en Anjou au XI^e^ siècle', *LMA*, vol. 115 (2009), pp. 337-64.

and men. In approaching these questions, I take the perspective of both lord and man, and highlight the ways in which each sought to achieve his aims. Whilst acknowledging possible areas of conflict, I also stress areas of cooperation, suggesting that often, the interests of lord and man may have been shared.

Map 1: Greater Anjou[7]



I explore these questions through an examination of lordship within Greater Anjou, a group of territories comprised of the *pagus* of Anjou itself, along with Maine and the Touraine (including the Vendômois).[8] The region forms part of the larger world of northwestern France (and England) which was characterised by shared legal

[7] Taken from B. Bachrach, 'The Angevin Strategy of Castle-Building in the Reign of Fulk Nerra, 987-1040', *American Historical Review*, vol. 88, no. 3 (1983), pp. 533-60 at p. 535.
[8] See map 1. For the core *pagus* of Anjou, which is roughly a 50mi radius around the city of Angers, see the map (as an appendix) in Guillot, ii.

cultures, customs and practice, making Greater Anjou well-positioned for comparison with studies from Anglo-Norman historiography – an important, albeit often implicit, aspect of my work.[9] Despite the obvious challenge in adopting such a wide geographical focus, not least issues concerning depth versus breadth, the decision to focus on Greater Anjou has a number of further advantages, and these are related to its wider political context, the economic situation, and the religious environment, all of which invite reflection on the relationship between law and society.

The region of Greater Anjou corresponds to the political reach and influence of the Angevin counts, and for the purposes of this thesis, two points about the political narrative of this comital house need emphasis.[10] First, over the course of the eleventh and early twelfth centuries, the counts of Anjou expanded and consolidated their authority over much of this region. This involved a combination of conquest, such as the Saumurois (1026) or Tours (1044), or acquisition through marriage, such as Maine (1110). From this power base, Geoffrey le Bel was able to invade and conquer Normandy in 1144 and make a bid for the English throne, securing it for his son Henry. This political context is important in structuring our approach to questions of law and lordship in Greater Anjou. The conquests of the Saumurois and the Touraine raised a host of questions concerning local landholding, and complicated local arrangements of tenure and lordship, making the records for these regions particularly

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[9] J. Yver, 'Les caractères originaux du groupe de coutumes de l'ouest de la France', *RHDFE*, 4th series, vol. 30 (1952), pp. 18-79; P. Hyams, 'The Common Law and the French Connection', *ANS* 4 (1982), pp. 77-92 196-202. On Norman custom, see the indispensable E. Z. Tabuteau, *Transfers of Property in Eleventh-Century Norman Law* (Chapel Hill, 1988).

[10] The political narrative of Anjou in the eleventh and early twelfth centuries is covered in L. Halphen, *Le comté d'Anjou au XI^e siècle* (Paris, 1906); O. Guillot, *Le comte d'Anjou et son entourage au XI^e siècle* 2 vols. (Paris, 1972). See also J. Chartrou, *L'Anjou de 1109 à 1151. Foulque de Jerusalem et Geoffroi Plantegenet* (Paris, 1928) who takes the history up to 1151. See E. Hallam and J. Everard, *Capetian France, 987-1328* (2nd ed., Harlow, 2001), pp. 66-7 and J. Dunbabin, *France in the Making, 843-1180* 2nd ed. (Oxford, 2000), pp. 184-90 provide the salient points in English. R. W. Southern, *The Making of the Middle Ages* (London, 1953), pp. 80-89 remains classic. Note also, T. N. Bisson, *The Crisis of the Twelfth Century: Power, Lordship, and the Origins of European Government* (Princeton, 2009), pp. 129-42. On Fulk Nerra's reign, see more broadly, B.S. Bachrach, *Fulk Nerra: The Neo-Roman Consul, 987-1040* (Berkeley, 1993), though note that Bachrach's arguments about Fulk Nerra's neo-Roman self-fashioning are strained, and miss the context in which the evidence was produced. See also, idem, 'The Angevin Strategy of Castle Building', pp. 533-60, and idem, 'Enforcement of the *Forma fidelitatis*: the Techniques used by Fulk Nerra, Count of Angevins', *Speculum*, vol. 59, no. 4 (1984), pp. 796-819. See too, now, T. Veron, *L'intégration des Mauges à l'Anjou au XIe siècle* (Limoges, 2007). The reign of Geoffrey Martel needs a fresh study. See also see W. S. Jessee, *Robert the Burgundian and the Counts of Anjou, ca. 1025-1098* (Washington, 2000) and J. Bradbury, 'Fulk le Réchin and the Origin of the Plantagenets', in *Studies in Medieval History Presented to R. Allen Brown* eds. C. Harper-Hill, C. J. Holdsworth, and J. L. Nelson (Woodbridge, 1989), pp. 27-41, who both rightly soften the effects of the 1060 crisis.

rich.[11] Local lordship in such regions was given shape by the broader political conflicts between the Angevin counts and their neighbours, particularly the counts of Blois who were the losers in both 1026 and 1044. Indeed, much of the frontier zones of Greater Anjou were marked by the potential for fluid political allegiances, a factor perhaps emboldening local lordship.[12] Further, the consolidation of comital authority saw efforts at centralising power, creating at times tension between comital and local lordship.[13] From a legal perspective, such efforts at consolidation gave the comital court a measure of prestige, as the exercise of justice was one way in which Angevin counts could impose their authority upon a conquered region.[14] This had the further consequence of stimulating the crystallisation of Angevin regional custom; whilst this thesis will not have much to say on the coherence of regional custom in Greater Anjou, it is important to recognise that following Angevin expansion were expectations of rough similarity in legal experience from region to region, and the comital court no doubt played an important role in this.[15]

The second point to make about the political narrative of the comital house is that the dynasty experienced a succession crisis in 1060. Geoffrey Martel died without direct male heirs, and thus had arrangements for his two nephews to succeed him: Geoffrey le Barbu (1060-1067/8) was to receive Anjou, and Fulk le Réchin (1067/8-1109) was to receive some of Martel's acquisitions in Poitou, namely the Saintonge, and hold them in parage from his brother.[16] Geoffrey le Barbu was politically maladroit, being outmanoeuvred by more powerful neighbours, such as William the

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[11] See below, chapter 4; for a brief though useful article on the conquest of the Touraine, see J. Boussard, 'L'éviction des tenants de Thibaut de Blois par Geoffrey Martel, comte d'Anjou, en 1044', *LMA* 69 (1963), pp. 141-49.

[12] A particularly clear case of the local tenurial consequences of such broader conflict is in the southern frontier zone where Anjou meets Poitou, a region marked by conflict between the lords of Montreuil-Bellay and Thouars. See Lemesle, *Conflits et justice*, pp. 123-38 for discussion of this region from a legal perspective.

[13] For broader consideration of local authority, not specific to Anjou, see D. Barthélemy and O. Bruand (eds.), *Les pouvoirs locaux dans la France du centre et de l'ouest. Implantation et moyens d'action* (Rennes, 2004); helpful also is Reynolds, *Kingdoms and Communities*.

[14] The arguments of J. Martindale, '"His Special Friend"? The Settlement of Disputes and Political Power in the Kingdom of the French (Tenth to Mid-Twelfth Century)', *TRHS*, 6th series, vol. 5 (1995), pp. 21-57, are of especial significance here.

[15] Guillot, i, pp. 372-5; idem, 'Sur la naissance de la coutume en Anjou au XIe siècle', in *Droit romain,* ius civile *et droit français* ed. J. Krynen. *Études d'histoire du droit et des idées politiques* no. 3 (Toulouse, 1999), pp. 273-92. See also above, n. 8.

[16] See Halphen, pp. 133-51 and Guillot, i, pp. 102-26, and 432-3 for the narrative; note also J. Martindale, 'Succession and Politics in the Romance-Speaking World, c.1000-1140', in *England and Her Neighbours, 1066-1453. Essays in Honour of Pierre Chaplais* ed. M. Jones and M. Vale (London, 1989), pp. 19-41.

Conqueror, and therefore his brother soon rebelled, eventually seizing control of the county. The price of Fulk le Réchin's victory, besides excommunication,[17] was sizeable concessions to the Angevin castellans, and a more fundamental inability to impose his will upon recalcitrant vassals.[18] Fulk's authority was further marred by his 'scandalous private life', namely the Queen Bertrade affair; Bertrade was Fulk's wife, but in 1092 left him for Philip I of France, in what became a *cause célèbre* at the time.[19] Fulk's death in 1109 left Fulk V (1109-1129/31) with the task of taming an independent and turbulent baronage, a task which was not completed until the reign of Geoffrey le Bel. The exercise of lordship and seignorial power was influenced by this twofold political context: on the one hand, lords' own ambitions were shaped by the larger conflict between the Angevin counts and their neighbours; on the other, lords likewise were influenced by the extent to which comital power could be exercised upon them, and this could vary considerably across time and place.[20] Such a climate of competition, broadly understood, is a vital backdrop from which to analyse law and lordship.

It is necessary to stress here a couple of caveats. This thesis is not a systematic study of Angevin comital power, although such a project would be desirable, particularly for the reign of Fulk le Réchin which still awaits full-length discussion. Nor is it a systematic treatment of Angevin baronial lordships, though again such a study would be desirable. Therefore, whilst this broad political background is essential to keep in mind when examining legal culture in Greater Anjou, this thesis will not seek to develop the political narrative of the region, or to integrate too fully the relationship between political history and legal history. Such questions remain for future projects.

Greater Anjou is, furthermore, a suitable region to explore lordship and legal practice because of its wider economic and religious climate, which shapes the surviving evidence. Indeed, much of the allure of studying Greater Anjou, it must be

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[17] His excommunication was not lifted until 1094: see *SL* 16 (1094).

[18] Though see W. S. Jessee, *Robert the Burgundian and the Counts of Anjou, ca. 1025-1098* (Washington, 2000), whose narrative of Robert the Burgundian's career argues against such a view. See too J. Bradbury, 'Fulk le Réchin and the Origin of the Plantagenets', in *Studies in Medieval History Presented to R. Allen Brown* eds. C. Harper-Hill, C. J. Holdsworth, and J. L. Nelson (Woodbridge, 1989), pp. 27-41.

[19] On Fulk's 'scandalous private life', see Chartrou, *L'Anjou*, p. 26; on the affair, see G. Duby, *The Knight, the Lady and the Priest. The Making of Modern Marriage in Medieval France* trans. B. Bray (New York, 1983), pp. 11-13.

[20] This emerges most clearly in chapter 4, though is revealed as well in places in chapter 2.

admitted, is down to the creativity and literary skill of the region's charter draftsmen, who were, if nothing else, storytellers of the first order.[21] Greater Anjou as a whole enjoyed the fruits of economic and demographic growth during the period this thesis covers; such growth led to considerable conflict over the profits of an increasingly productive economy.[22] This competitiveness was aided by the prestige and prominence of numerous religious houses in the region.[23] Abbeys and, to a lesser extent, houses of collegiate canons, attracted a remarkable influx of patronage, often holding lands cheek and jowl with each other; such an environment created a high level of litigiousness as ecclesiastical communities competed with each other and with lay lords over this patronage.[24] The two points – economic and religious – often go hand in hand in the sources, with much evidence of legal conflict, at least, growing out of the attempts by religious houses to establish direct control over economic resources, thus bringing them into conflict with each other and with lay society.[25] A diffuse framework of church priories and lands throughout the region provided ecclesiastical litigants a network through which legal ideas could be articulated and spread; such diffusion of ideas, whilst hard to trace, had the effect of encouraging further the crystallisation of custom. Likewise, such a network provided Angevin society with one of many conduits for the spread of external ideas, such as those circulating amongst reformers, thereby further influencing expectations regarding law, lordship and landholding.[26]

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[21] Georges Duby once described Burgundian charters, written in a similar style, as like 'pages of a chronicle', which remains an apt description: G. Duby, *La société aux XI^e^ et XII^e^ siècles dans la région mâconnaise* (Paris, 1953), p. xiii; note also the comments in D. Barthélemy, '"De la charte à la notice", à Saint-Aubin d'Angers', in idem, *La mutation de l'an mil. A-t-elle eu lieu? Servage et chevalerie dans la France des X^e^ et XI^e^ siècles* (Paris, 1997), p. 33.

[22] On economic development, see in particular J. Boussard, 'La vie en Anjou aux XI^e^ et XII^e^ siècles', *LMA*, vol. 56 (1950), pp. 29-68. On conflicts over the fruits of an increasingly productive economy, see now, in particular, T. L. Billado, *The Politics of "Evil Customs" in Eleventh-Century Anjou* (unpublished PhD thesis, Emory University, 2006).

[23] For more on the religious houses considered in this thesis, see below, pp. 18-20.

[24] See B. S. Tuten, 'Politics, Holiness, and Property in Angers, 1080-1130', *French Historical Studies*, vol. 24, no. 4 (2001), pp. 601-19, who has emphasised the competitiveness amongst ecclesiastical institutions.

[25] One of the central conclusions in Lemesle, *Conflits et justice*, esp. pp. 289-90.

[26] For reform in Greater Anjou, see for brief overviews, O. Guillot, 'A Reform of Investiture before the Investiture Struggle in Anjou, Normandy, and England', *The Haskins Society Journal*, vol. 3 (1991), pp. 81-100, and J.-H. Foulon, 'Relations entre la papauté et les pays de la Loire jusqu'à la fondation de Fontevraud', *Robert d'Arbrissel et la vie religieuse dans l'ouest de la France: Actes du colloque de Fontevraud 13-16 décembre 2001* ed. J. Dalarun (Brepols, 2004), pp. 25-56. See F. Mazel, 'Amitié et rupture de l'amitié. Moines et grands laïcs provençaux au temps de la crise grégorienne (milieu XI^e^ – milieu XII^e^ siècle)', *Revue Historique*, vol. 307 (2005), pp. 53-95, for an excellent study on the influence of reforming ideas upon the conduct of local disputes.

The chronological period covered by the thesis runs from the accession of Fulk Nerra in 987, to Geoffrey le Bel's death in 1151, which presents a reasonably cohesive period of Angevin history. A starting-point of 987 is arbitrary, but there are only a handful of documents from before this date making any consideration of pre-1000 lordship very difficult.[27] Importantly, the thesis traverses the 1109 dividing-line which too often separates discussion of Anjou (with considerably less work post-1109). Taking 1151 as a terminal date is again partially a reflection of patchy survival of charters post-1150, but also marks the end of a distinct phase of Angevin history. With the accession of Henry in 1151, Anjou became a piece in the larger constellation of Plantagenet lands, influencing the political behaviour of Angevin lords and the administrative organisation of the county.[28]

I situate my analysis within three main historiographical strands. The first concerns how best to characterise the nature of seignorial power during the high middle ages, which has often been described as arbitrary, wilful, violent, and unjust. Such characterisations have formed a vital role in arguments for a *mutation féodale* or, more recently, a 'feudal revolution.'[29] The *mutation féodale* at its core is a model to explain the political, legal, and societal changes occurring during the transition from Carolingian to post-Carolingian France. Historians of the 'old school' understood this to be a gradual process, but Georges Duby refined the chronology of

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[27] Guillot only found six acts from Count Geoffrey Greymantle (960-987); see Guillot, ii C1-6. For the reign of Greymantle, see B. S. Bachrach, 'Geoffrey Greymantle, Count of the Angevins, 960-987: a Study in French Politics', *Studies in Medieval and Renaissance History* vol. 17 (1985), pp. 3-67.

[28] On post-1151 Anjou, see J. Boussard, *Le comté d'Anjou sous Henri Plantegenêt et ses fils (1151-1204)* (Paris, 1938), and for the place of Anjou within the Plantagenet lands, see idem, *Le gouvernement d'Henri II Plantegenêt* (Paris, 1956), and also N.-Y. Tonnerre, 'Henri II et l'Anjou', in *Plantagenêts et Capétiens: confrontations et héritages* ed. M. Aurell and N.-Y. Tonnerre (Turnhout, 2006), pp. 211-25.

[29] The literature on the subject is vast. For overviews, see C. West, *Reframing the Feudal Revolution: Political and Social Transformation between Marne and Moselle, c.800-c.1100* (Cambridge, 2013), pp. 1-11, who gives the most recent survey of the historiography. See too, S. D. White, 'From Peace to Power: the Study of Disputes in Medieval France', in *Medieval Transformations: Texts, Power, and Gifts in Context* ed. Esther Cohen and Mayke B. de Jong (Leiden, 2001), pp. 203-18, reprinted in idem, *Feuding and Peace-Making in Eleventh-Century France* (Aldershot, 2005), chap. viii with pagination 1-14; idem, 'Tenth-Century Courts at Mâcon and the Perils of Structuralist History: Re-Reading Burgundian Judicial Institutions', in *Conflit in Medieval Europe: Changing Perspectives on Society and Culture*, eds. W. C. Brown and P. Górecki (Aldershot, 2003), pp. 37-68; Barthélemy, *La mutation de l'an mil*, with the additions in idem, *The Serf, the Knight, and the Historian*, trans. Graham Robert Edwards (Ithaca and London, 2009); R. E. Barton, *Lordship in the County of Maine, c.890-1160* (Woodbridge, 2004), esp. pp. 1-11, 112-21. Note also, C. Lauranson-Rosaz, 'Le débat sur la "mutation féodale": état de la question', in *Europe around the Year 1000*, ed. P. Urbanczyk (Warsaw, 2001), pp. 11-40.

this change, first in 1946 and then more fully in his 1953 thesis on the Mâconnais.[30] For Duby, the Carolingian political and legal order, centred chiefly on the *mallus publicus*, or comital court, survived intact until *c*.980, when, in the span of a few decades, these institutions collapsed, ushering in an era of private justice. Henceforth, centralised institutions ceased to be able to restrain the excesses of power, and, by *c*.1030, a new society dominated by castellans exercising a power unchecked by any external legal authority had come into existence. This thesis inspired a generation of historians who elevated the idea of a *mutation féodale* to a controlling-paradigm for French history, at least until the first sustained attacks on the model began in the 1980s and 1990s.[31] Courts were vital to Duby; once the comital court lost its power to enforce judicial decisions and sanctions, largely because the higher aristocracy had abandoned that court in favour of its own private courts, lords – first castellans, then knights – were able to exercise a usurped and arbitrary power, one which disproportionately affected the peasantry. Power became the naked pursuit of self-interest, often through violent means. Courts proliferated in the wake of political fragmentation; anyone with the power to impose his will upon others, judicially or otherwise, could in theory do so. Implicit in this understanding is a distinction between the exercise of public versus private power, and the concomitant assumption that the decentralisation of judicial institutions necessarily leads to confusion and disorder. Moreover, such an understanding sees the court's function to lie in the containment of violence; thus the removal of public institutions keeping that latent violence in check precipitates societal anarchy.

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[30] See e.g., M. Bloch, *Feudal Society*, trans. L. A. Manyon (London, 1962); Y. Bongert, *Recherches sur les cours laïques du Xe au XIIe siècle* (Paris, 1944), esp. pp. 37-77. For the 'old school' of French historians, see D. Barthélemy, *La mutation de l'an mil*, pp. 9-10, 364-7. For Duby, see in particular G. Duby, 'The Evolution of Judicial Institutions', in idem, *The Chivalrous Society* trans. C. Postan (Berkeley, 1977 [orig. 1946]), pp. 15-58; idem, *La société*, esp. pp. 94-101, 161-3.

[31] See e.g., P. Bonnassie, *La Catalogne du milieu du X^e^ à la fin du XI^e^ siècle. Croissance et mutation d'une société*, 2 vols. (Toulouse, 1975); and idem, *From Slavery to Feudalism in South-Western Europe,* trans. J. Birrell (Cambridge, 1991); J.-P. Poly and E. Bournazel, *The Feudal Transformation,* trans. C. Higgitt (New York, 1991). An especially controversial version of the Duby thesis appears in G. Bois, *The Transformation of the Year One Thousand: The Village of Lournand from Antiquity to Feudalism,* trans. J. Birrell (New York, 1992). For Duby's influence, see T. N. Bisson, '*La Terre et les Hommes:* A Programme Fulfilled?', *French History*, vol. 14, no. 3 (2000), pp. 322-45. The assault was led by Barthélemy, whose ideas are most easily accessible in his articles collected in *La mutation de l'an mil*.

Thomas Bisson has most recently emphasised a maximum view of societal violence brought about by what he labels a 'feudal revolution.'[32] Bisson characterises the new lordship of the eleventh century thus:

> the violence of castellans and knights was a method of lordship. In practice and expression it was personal, affective, but inhumane; militant, aggressive, but unconstructive. It had neither political nor administrative character, for it was based on the capricious manipulation of powerless people.[33]

Further, Bisson has more recently written of Angevin lordship in particular that 'lordship was imposed and exercised coercively in Anjou [...] where wilful force seems to have become an habitual expression of power, where violence may not so easily have been distinguished from custom.'[34] He writes further of the 'terror of Angevin villagers toiling in the shadow of a new castellan lordship', and a 'sphere of oppressive violence', and describes how the experience of Anjou was 'highly symptomatic.'[35] Bisson's vision of an arbitrary and affective lordship, for which the exercise of power was intrinsically violent, has presented a compelling narrative of the eleventh and twelfth centuries in which force operated unchecked.

Comparison outwith French-based, *mutationiste* or 'feudal revolution' historiography helps here, and moves the debate away from the sometimes narrow confines of understanding lordship within the context of continuity or change over the year 1000, or embedding analysis too deeply within a framework which sees lordly violence as the necessary consequence of the decline of supposedly effective Carolingian public institutions. Comparison, indeed, helps us begin to approach seignorial power on its own terms. The most sophisticated treatments of the legal aspects of these issues have come from English legal historians, and I shall single out S. F. C. Milsom, whose 1976 *The Legal Framework of English Feudalism* has been a major influence on this thesis.[36] Milsom adopted Stenton's view of lordship which

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[32] T. N. Bisson, 'The "Feudal Revolution"', *P&P* 142 (1994), pp. 6-42. For the heated debate this article elicited, see the contributions of Dominique Barthélemy and Stephen White in *P&P* 152 (1996), pp. 196-223, and those of Tim Reuter and Chris Wickham in *P&P* 155 (1997), pp. 177-208. For Bisson's reply, see *P&P* 155 (1997), pp. 208-25.
[33] Bisson, 'The "Feudal Revolution"', p. 18.
[34] Idem, *Crisis of the Twelfth Century*, p. 136.
[35] Ibid., pp. 139, 138 and 129, respectively.
[36] S. F. C. Milsom, *The Legal Framework of English Feudalism* (Cambridge, 1976); idem, *Historical Foundations of the English Common Law* (2nd ed., London, 1981). For helpful analyses of what is a notoriously unclear book, see J. Hudson, 'Anglo-Norman Land Law and the Origins of Property', in *Law and Government in Medieval England and Normandy: Essays in Honour of Sir James Holt* ed. G. Garnett and J. Hudson (Cambridge, 1994), pp. 198-222; idem, 'Milsom's Legal Structure: Interpreting

saw honorial society as a 'feudal state in miniature.'[37] There are obvious resonances here with Duby's description of lordships as 'self-contained units', though Milsom's view is strictly legal.[38] Milsom argued that that in the 'truly seignorial world',[39] the lord's will was sovereign; there was no external interference, and the only restraints upon the arbitrary exercise of seignorial power were custom and the opinion of the lord's court. Thus the lord's court was a closed world, and victims of perceived heavy-handedness had no recourse to further legal remedy for as long as the lord's legal system was 'the only relevant legal system.'[40] Landholding for Milsom rested on personal relationships. Lords granted their men lands in return for services, and so long as tenants performed those services, they had title, which was understood as the lord's warranty; but the tenant had only a life-interest in the land, and thus were he to do anything with it, the lord's involvement was absolutely necessary. The central element in this legal world was the acceptance of the lord; title rested ultimately on seignorial acceptance of the tenant, and in situations when the lord was required to give his acceptance – alienation, heritability, for example – the lord had a considerable degree of discretion, no doubt influenced by considerations regarding the suitability of the tenant to perform services, or the like.[41] Whilst this is only the baldest of summaries, and many of Milsom's arguments have been contested or revised since his book was published, his schema remains useful for thinking about the relationship between lordship and landholding, particularly the effect of power upon that relationship. Milsom's lordship shares many features with the *seigneuries* of the *mutation féodale* in that it presents a maximalist view of seignorial power, and

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Twelfth-Century Law', *Legal History Review* LIX (1991), pp. 47-66; P. Brand, 'The Origins of English Land Law: Milsom and After', in his *The Making of the Common Law* (London, 1992), pp. 203-25; and Milsom's own *A Natural History of the Common Law* (New York, 2003). J. C. Holt, 'Politics and Property in Early Medieval England', *P&P*, vol. 57 (1972), pp. 3-52; idem, Holt, J. C., 'Feudal Society and the Family in Early Medieval England, II: Notions of Patrimony', *TRHS*, 5th series, vol. 33 (1983), pp. 193-220. See also R. Palmer, 'The Feudal Framework of English Law', *Michigan Law Review*, vol. 79, no. 5 (1981), pp. 1130-64, and idem, 'The Origins of Property in England', *The Law and History Review* 3 (1985), pp. 1-50. Finally, see also S. Thorne, "English Feudalism and Estates in Land", *Cambridge Law Journal* (1959), pp. 193-209.

[37] F. M. Stenton, *The First Century of English Feudalism, 1066-1166* (Oxford, 1932), with his famous description on p. 50.

[38] For Duby's 'self-contained units', see Duby, 'Evolution', p. 56.

[39] For the phrase, see Milsom, *Legal Framework*, pp. 47, 52, 60, e.g.; cf. Milsom's use of the phrase 'sovereign lordship', pp. 36, 41 e.g.

[40] Ibid., p. 11.

[41] E.g., ibid., p. 40 for the statement, 'Seisin itself connotes not just factual possession but that seignorial acceptance which is all the title there can be.' Ibid., pp. 38-42 is the clearest statement of Milsom's position on the 'truly seignorial world.'

also stresses the juridical autonomy lords enjoyed. This had the practical consequence of theoretically leaving the lord in near complete control of land.

The core questions of the thesis, therefore, concern the power of lords in both its affective and legal aspects. I attempt to frame my analysis of the workings and interaction between law and power broadly, and I depart from the Statist assumptions which has tended to dominate *mutationiste* approaches to the subject.[42] This leads to the second historiographical strand of the thesis, which concerns studies of disputes. I shall be brief here.[43] One of the underlying assumptions with the *mutationiste* model is that courts and the rules applied by courts were essential for the effective resolution of disputes. Beginning in the 1970s, historians, inspired by the writings of anthropologists, started to question how societies settled disputes in the assumed absence of effective judicial institutions.[44] Studies focussed on 'dispute-processing', and emphasised the ways in which face-to-face societies handled disputes. They drew attention to the role of status and honour in the course of settling such disputes, and assigned a primary importance to micro-political forces and social considerations in the conduct of disputes, rather than formal legal institutions and norms.[45] Further, 'dispute-processing' stressed the prevalence of compromise, as opposed to adjudication, and highlighted the inappropriateness (at times, at least) of legal norms within relatively homogenous, acephalous societies like those said to characterise eleventh-century France.

Whilst studies of 'dispute-processing' share a number of common elements – most notably an emphasis on the point of view of the litigant –, it is important to stress the variety within such studies, a point which is sometimes lost, particularly

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[42] The reliance upon distinctions between public and private power has lain at the core of many critiques of *mutationisme*. See e.g., White, 'Tenth-Century Courts', passim; Barton, *Lordship*, esp. pp. 112-45; B. Lemesle, *La société aristocratique dans le Haut-Maine (XI^e^-XII^e^ siècles)* (Rennes, 1999), esp. pp. 182-211; Barthélemy, *La mutation de l'an mil*, esp. pp. 23-7, and more generally, idem, *La société dans le comté de Vendôme de l'an mil au XIV^e^ siècle* (Paris, 1993), esp. pp. 333-64, 652-80.

[43] See White, 'From Peace to Power', pp. 203-18; Lemesle, *Conflits*, pp. 1-18 for surveys of the subject.

[44] F. L. Cheyette, 'Suum cuique tribuere', *French Historical Studies*, vol. 6, no. 3 (1970), pp. 287-99. Recall that Duby, 'Evolution', esp. pp. 47ff. had himself noted many of the informal pressures through which order was maintained, though he did see moral sanctions and social pressure as less effective than judicial decisions.

[45] For anthropological surveys, see in particular S. Roberts, 'The Study of Disputes: Anthropological Perspectives', in *Disputes and Settlements: Law and Human Relations in the West* ed. J. Bossy (Cambidge, 1983), pp. 1-24; idem, *Order and Dispute: An Introduction to Legal Anthropology* (Oxford, 1979); White, 'Inheritances', pp. 64-70 offers a useful overview of the general outlines of 'dispute-processing.' Note also the reflections in J. Hudson, 'Court Cases and Legal Arguments in England, *c*.1066-1166', *TRHS*, 6th series, vol. 10 (2000), pp. 91-115.

because 'dispute-processing' as an approach has become deeply embroiled in the debate about *mutationisme*.[46] A key difference between some such studies is whether emphasis is placed upon the settlement of disputes, or upon the process or conduct of disputes.[47] The former have, at times, reified 'dispute settlement' into an alternative legal order, the existence of which is contingent upon a condition of statelessness.[48] The consequence of this has been to sharpen the distinction between judicial and non-judicial forms of dispute settlement, placing the eleventh and early twelfth centuries firmly in the latter category. Such models strip disputes of their legal dimensions, seeing them not as discrete conflicts, but as manifestations of underlying structures of conflict, which were prone to surface when ongoing social relationships between two parties required renegotiating and realignment.[49] In contrast, studies emphasising process have entailed primarily a shift in perspective when approaching disputes, concentrating, at least in part, upon the role and choices of the litigant himself. Crucially, such a shift in perspective does not require one to abandon the relevance and importance of legal institutions and norms, but rather to situate the disputant within an environment where formal legal institutions need only constitute one possibility amongst many for how the disputant would choose to prosecute and settle his case.[50] Such an emphasis stresses the element of choice; as White has written, 'the

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[46] See e.g., W. C. Brown, W. C., and P. Górecki, 'What Conflict Means: The Making of Medieval Conflict Studies in the United States, 1970-2000', in *Conflict in Medieval Europe: Changing Perspectives on Society and Culture*, eds. W. C. Brown and P. Górecki (Aldershot, 2003), pp. 1-35 and idem, 'Where Conflict Leads: on the Present and the Future of Conflict Studies in the United States', in *ibid*., pp. 265-85, tend to exaggerate similarities in approach of very disparate works. On the importance of 'dispute-processing' to critiques of *mutationisme*, see West, *Reframing the Feudal Revolution*, pp. 3-4; and note Barthélemy, *La société*, pp. 652-80.

[47] I take the distinction between process and settlement from White, 'From Peace to Power', p. 203, n. 1.

[48] The classic is P. J. Geary, 'Vivre en conflit dans une France sans état: Typologie des méchanismes de règlement des conflits, 1050-1200', *AESC*, vol. 41 (1986), pp. 1107-33, published in English as 'Living with Conflict in a Stateless France: A Typology of Conflict Management Mechanisms, 1050-1200', in idem, *Living with the Dead in the Middle Ages* (Ithaca, 1994), pp. 125-60. See further, Teunis, *Appeal*, who adopts Geary's model and applies it to the Angevin evidence, with mixed results. Note the sharp criticism of Geary in R. Jacob, 'Conclusions. Logiques et langages du procès autour de l'an mil', in *La justice en l'an mil*, Collection histoire de la justice no. 15 (Paris, 2003), pp. 149-67 at p. 153: 'L'étude de Patrick Geary, en particulier, semble n'avoir pas d'autres conclusions que de proposer l'accumulation indéfinie des études de cas concrets.'

[49] E.g., Geary, 'Living with Conflict', esp. pp. 136-41. Note also B. Rosenwein, *To Be the Neighbor of Saint Peter. The Social Meaning of Cluny's Property, 909-1049* (Ithaca, 1989); and eadem, T. Head, and S. Farmer, 'Monks and their Enemies: A Comparative Approach', *Speculum*, vol. 66, no. 4 (1991), pp. 764-96.

[50] See in particular S. D. White, '"*Pactum…legem vincit et amor judicium*" – The Settlement of Disputes by Compromise in Eleventh-Century Western France', *The American Journal of Legal History*, vol. 22, no. 4 (1978), pp. 281-308, and also White's many other articles on disputing, for which see the bibliography for full references. See too, W. I. Miller, *Bloodtaking and Peacemaking:*

prevalence of compromise settlements in this region was often the product of choice, not necessity.'[51] Whilst this choice could be and was influenced by non-legal considerations, and here the power of the respective parties to the disputes must have been central, it is vital to stress that such choice did not preclude the choice of legal methods. This thesis builds upon such studies by considering two important questions: first, is the capacity for adjustment, change and normative development within eleventh- and twelfth-century legal culture; and second, is the role of the written word within this culture.[52]

The final historiographical strand, a cousin to studies of 'dispute-processing', concerns studies of the social aspects of gift-exchange, particularly gift-exchange involving churches, and can be discussed very quickly. Grants to churches were complex, multilayered transactions, and need to be understood in connection with their broader religious and social significance.[53] By patronising religious institutions, grantors hoped that in giving terrestrial goods, primarily to monks, they would earn spiritual rewards and the remission of their sins.[54] Such grants were interpreted as an act of pious alms-giving, with donors following one of several scriptural injunctions

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Feud, Law, and Society in Saga Iceland (Chicago, 1990), and the articles collected in W. Davies and P. Fouracre, eds., *The Settlement of Disputes in Early Medieval Europe* (Cambridge, 1986).

[51] White, '"*Pactum…legem vincit*"', p. 308.

[52] My interest is with how charters are an organic part of the society's legal culture. I have less to say about formal roles for charters, such as the presentation of proof. Much of what I mean by charters' organic role will become clear over the course of the thesis.

[53] See in particular S. D. White, *Custom, Kinship, and Gifts to Saints: The Laudatio Parentum in Western France, 1050-1150* (Chapel Hill, 1988), esp. pp. 153-76. See too, Rosenwein, *To Be the Neighbor*, passim, but esp. pp. 35-48, 75-7 and C. B. Bouchard, *Sword, Miter, and Cloister: Nobility and the Church in Burgundy, 980-1198* (Ithaca, 1987), pp. 225-46. For different aspects of grants to churches, see P. Geary, 'Échanges et relations entre les vivants et les morts dans la société du haut Moyen Âge', *Droits et cultures* XII (1986), pp. 3-17; M. McLaughlin, *Consorting with Saints: Prayer for the Dead in Early Medieval France* (Ithaca, 1994), esp. pp. 133-77; C. de Miramon, 'Embrasser l'état monastique à l'âge adulte (1050-1200). Étude sur la conversion tardive', *AESC* 54 (1999), pp. 825-49; E. Magnani, 'Le don au moyen âge. Pratique sociale et représentations perspectives de recherche', *Revue du MAUSS* no. 19 (2002), pp. 309-22; eadem, 'Transforming Things and Persons: the Gift *pro anima* in the Eleventh and Twelfth Centuries', in *Negotiating the Gift: Pre-Modern Figurations of Exchange* eds. G. Algazi, V. Groebner and B. Jussen (Göttingen, 2003), pp. 269-84; A. Angenendt, '*Donationes pro anima*: Gift and Countergift in the Early Medieval Liturgy', in *The Long Morning of Medieval Europe: New Directions in Early Medieval Studies* eds. J. R. Davis and M. McCormick (Aldershot, 2008), pp. 131-54. Note also the influence of M. Mauss, *The Gift: The Form and Reason for Exchange in Archaic Societies*, trans. W. D. Halls (New York, 1990), orig. published as 'Essai sur le don: Forme et raison de l'échange dans les sociétés archaïque', *L'Année Sociologique* 1 (1923), pp. 30-186.

[54] Gifts in particular, as opposed to sales or other types of grant, have naturally formed the focal point of discussion, though alternative forms of exchange might combine spiritual considerations with those of a more economic nature as well. On this, see B. Lemesle, 'Les querelles avaient-elles une vocation sociale?', esp. pp. 337-51; see too C. B. Bouchard, *Holy Entrepreneurs: Cistercians, Knights, and Economic in Twelfth-Century Burgundy* (Ithaca, 1991).

'to give alms.'[55] Further, these types of exchange created lasting relationships with the recipients, cementing friendships and alliances. Whilst the thesis does not address such concerns directly, they form an important underlying element when it comes to the interpretation of the evidence, most of which concerns grants to churches. I am chiefly interested in how such considerations affect the exercise of power and lordship over lands given to churches for these pious purposes. Indeed, the inherent ambiguities of ecclesiastical landholding, largely arising from a flexible understanding of the spiritual implications of gift-giving, forms a further underlying theme of the thesis.

SOURCES

The principal difficulty in searching out the legal history of the eleventh and early twelfth centuries lies in the lack of normative texts. The earliest legal treatise is the *Établissements de Saint-Louis*, which was not compiled until towards the middle of the thirteenth century.[56] There is an obvious risk of reading backwards from thirteenth-century conditions, a problem made all the more trenchant given the uncertain effects of the Capetian conquest of Anjou in *c*.1203/4 upon the region's legal development. Comparison with non-Angevin legal texts is similarly not much help. *Glanvill*, dating to 1187 x 1189, is still late given the chronological parameters of the thesis, and since this text consciously describes the rules of the English royal court, it may lack relevance when considering Angevin seignorial custom, particularly prior to 1154.[57] Narrative sources, likewise, are not much help in the present context. Most of the Angevin narrative material was produced towards *c*.1150 and onwards, with the notable exception being the brief, autobiographical account of Fulk le Réchin.[58] I have used this narrative evidence on occasion, such as when it contains a

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[55] White, *Custom*, pp. 154-5. For scriptural passages, see e.g., Luke 6:38 and 11:41; Dan. 4:24; Prov. 3:9 and 13:8; Tob. 4:11; Ecclus. 3:33, 12:3, and 29:15.

[56] *Les Établissements de Saint-Louis*, ed. P. Viollet, vols. 1 and 2 (Paris, 1881); *The Établissements de Saint-Louis. Thirteenth-Century Law Texts from Tours, Orléans, and Paris*, trans. F. R. P. Akehurst (Philadelphia, 1996).

[57] *Glanvill*, ed. and trans. G. D. G. Hall, rev. M. T. Clanchy (Oxford, 1965, 1993).

[58] Fulk le Réchin, *Fragmentum historiae Andegavis*, eds. L. Halphen and R. Poupardin, in *Chroniques des comtes d'Anjou et des seigneurs d'Amboise* (Paris, 1913), pp. 232-238; on this text, see J. Martindale, 'Secular Propaganda and Aristocratic Values: The Autobiographies of Count Fulk le Réchin of Anjou and Count William of Poitou, Duke of Aquitaine', in *Writing Medieval Biography, 750-1250: Essays in Honour of Professor Frank Barlow*, eds. David Bates, Julia Crick and Sarah Hamilton (Woodbridge, 2006), pp. 143-59; N. L. Paul, 'The Chronicle of Fulk le Réchin: a Reassessment', *The Haskins Society Journal*, vol. 18 (2006), pp. 19-35.

colourful story supporting a particular point, but I have not made systematic use of these narrative sources.[59]

The principal sources for the thesis, therefore, are the charters and notices produced in the Angevin monasteries. These are difficult sources to use; only with continued and ever-expanding reading of such documents do they begin to make sense, and often then, only retrospectively. Charters present both epistemological and methodological problems centred on the question of how such documents represent the reality they purport to describe, and how historians can attempt to overcome such difficulties.[60] Indeed, there is very little that is transparent about Angevin charters from *c*.1000 to *c*.1150, and thus they merit closer discussion.

The core difficulty in using eleventh- and early twelfth-century charters lies in interpreting the major changes which occurred in documentary forms over the years *c*.1040-*c*.1060.[61] Charters lost the rigidly formulaic character of Carolingian-style diplomas and adopted a looser, more narrative style. This much is clear. What is less clear is the significance of these changes. Once thought to herald the diplomatic and legal wreckage of eleventh-century culture, and thus closely tied to arguments about *mutationisme*, historians have now begun to interpret these changes as the result of a combination of different forces.[62] First, the changes reflect a shift in the context of production, as charter-drafting became the almost exclusive preserve of ecclesiastical institutions, principally monasteries. Second, this shift in production is related to the widespread influx of grants of land coming to churches. The diffusion of practices of ecclesiastical patronage throughout society further meant that charters began to be produced for levels of society for which acts would not previously have been committed to writing.[63] Third, new documentary forms reflect a response to novel economic situations, and the need to commit to writing types of agreement for which existing diplomatic formulas offered no model. Fourth, and finally, novel

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[59] Many of these texts further suffer for lack of scholarly attention.
[60] See in particular Lemesle, *Conflits et justice*, pp. 17-32, 287-8; note also Martindale, '"His Special Friend"', pp. 32-5 for very important remarks of a methodological nature. See also Davies and Fouracre, *The Settlement of Disputes*, pp. 207-14.
[61] See chiefly, Barthélemy, *La société*, pp. 19-116; idem, '"De la charte à la notice", à Saint-Aubin d'Angers', in idem, *La mutation de l'an mil*, pp. 29-57, and the now classic O. Guyotjeannin, '"*Penuria scriptorum*": le mythe de l'anarchie documentaire dans la France du nord (X^e^-première moitié du XI^e^ siècle)', *BÉC*, vol. 155 (1997), pp. 11-44.
[62] For the older view, see A. de Boüard, *Manuel de diplomatique, française et pontificale*, vol. 2 (Paris, 1948); see also Guillot, ii, p. 7.
[63] See on these points, Lemesle, *La société aristocratique*, esp. pp. 60-7.

documentary forms need to be understood in connection with the intellectual revival, along with a renewed interest in classical texts, taking place in monasteries, particularly towards the year 1100.[64]

These changes present a number of unique problems for legal history. First, the context of production means that we are dealing with *ex parte*, beneficiary-produced documents which were almost certainly also beneficiary-drafted. Our image of legal culture is therefore contingent upon the interests and narrative strategies of scribes. The risks of this are most apparent when considering accounts of disputes, but the problem also influences how we read more mundane documents recording grants, which will become clear over the course of the thesis. The norms of landholding reflected in such documents are the product of beneficiaries drafting their records in such a way as to construct their desired norms, making the relationship between charter and reality complex, to say the least.[65] Second, and a related point, the context of production means almost all surviving evidence concerns grants to churches. Records of grants between laymen are almost non-existent, and thus any conclusions drawn about the relationship between lordship and landholding need to be presented alongside this caveat. Third, and the more explicit legal point, the diffuse context of production has the corollary that there was no chancery context of documentary production which could influence uniformity in documentary forms. Whilst I shall argue that charters were drafted with any eye to normative considerations, it is nevertheless important to recognise that the same phenomena might be presented in completely different manners from charter to charter, thereby masking underlying similarities in legal practice. An absence of chancery-driven production is most noticeable in the range of diplomatic forms in the charters, again making generalisations about such documents difficult. There is always the risk of taking the exceptional for the normal, or vice versa.[66]

With the exception of the archives of Saint-Florent de Saumur and Marmoutier in Tours, both of which have impressive collections of original charters, the majority of Angevin records survive in cartularies. This thesis rests principally upon the cartularies from seven ecclesiastical institutions: in Angers, Saint-Aubin, Saint-Serge,

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[64] For the Angevin region, see J. Vezin, *Les* scriptoria *d'Angers au XI^e siècle* (Paris, 1974); Lemesle, *Conflits*, pp. 27-8.
[65] See Lemesle, *Conflits et justice*, p. 288.
[66] Note also Tabuteau, *Transfers*, p. 11.

Saint-Maurice, and Saint-Laud; in the Saumurois, Saint-Florent and Saint-Maur de Glanfeuil; and in Vendôme, La Trinité. Together, these yield nearly 2,500 relevant documents addressing landholding or disputing. The earliest of these cartularies were the *Livre noir* of Saint-Florent, compiled between 1040 x 1070, and the first cartulary of Saint-Serge, put together between 1056 x 1082. The earliest redactions of the cartulary of Saint-Aubin date to *c*.1095; the remaining cartularies all date to the twelfth or thirteenth century, with Saint-Maur probably from around the 1130s, Saint-Maurice and the second cartulary of Saint-Serge from the 1150s x 1170s, and Saint-Laud from the mid-thirteenth century.[67] The charters of La Trinité de Vendôme survive in a cartulaire factice compiled by its editor, Charles Métais, since the original cartulary is lost; despite this, La Trinité has a number of key important texts for approaching lordship, so it was important to include.

The preservation of Angevin charters in cartularies brings with it a number of problems. Cartularies stand as monuments of archival memory, and are thus highly selective accounts of any institution's self-perception of its estates and possessions.[68] Only what was useful or desirable would have been selected for copying into a cartulary, and historians thus have to confront a whole additional layer of source criticism when dealing with cartularies, not least of which being familiar problems regarding accidents of survival. In the first instance, cartularies are chronologically selective, and tend to preserve a snapshot of archival memory rather than an evolving archival system. It is no surprise that chronological span of the bulk of Angevin charters coincides more or less with the phases of cartulary production.[69] The exceptions are the *Livre noir* of Saint-Florent, and the cartulaire noir of Saint-Maurice, both of which have comparatively more ninth- and tenth-century charters than the other institutions. By and large, however, the majority of the documentation falls within the period of *c*.1060 to *c*.1120, with nearly fifty percent of extant documentation surviving from this sixty-year window. Such a distribution makes

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[67] See the editors' introductions to the cartularies cited in the bibliography. For Saint-Aubin, see Guillot, i, pp. 435-55, who modifies the dating of the production of the cartulary of Saint-Aubin outlined in the edition of B. de Broussillon. For Saint-Florent, see M. Saché, *Inventaire sommaire des Archives départementales antérieures à 1790, série H,* t. 2, *Abbaye Saint-Florent-de-Saumur* (Angers, 1926); Lemesle, *Conflits*, p. 28, n. 3 for Saint-Laud's date.

[68] On cartularies, see in particular O. Guyotjeannin, L. Morelle, and M. Parisse (eds.), *Les cartulaires: actes de la table ronde organisée par l'École nationale des chartes* (Paris, 1993). See also P. J. Geary, *Phantoms of Remembrance: Memory and Oblivion at the End of the First Millennium* (Princeton, 1994).

[69] See appendix, below (p. 170) for survival rates of charters.

analysis of long-term trends and development difficult, and by the time documentation becomes dense enough to conduct meaningful analysis, we are, as Lemesle has pointed out, viewing a society already formed.[70] Likewise, the decline in documents, especially post-1150, raise similar problems regarding analysis of developments over time.

A more intractable problem with the cartularies is that they risk predetermining the criteria by which charters are themselves organised, namely by ecclesiastical institution. In attempting to trace the lineaments of eleventh- and twelfth-century custom, one tends naturally to gather and proceed on the basis of individual institution's archives, in order quickly to gain as large a sample as possible. Not only does this encourage analysis along the lines of lay-ecclesiastical (chiefly monastic) relations, but it risks saturating the researcher in the particular rhetoric and style of each religious house. Time constraints meant it was not possible in the course of this thesis to compile a series of seignorial *acta* for a number of the lords of Greater Anjou, but it is nevertheless important to recognise the potential such an activity can offer.

A final word must be said about the religious houses themselves whose charters have formed the basis of this present study. The core sample comprises records from Saint-Aubin, Saint-Florent, Saint-Laud, Saint-Maur, Saint-Maurice, Saint-Serge, and La Trinité de Vendôme. I have supplemented these with charters from Fontevraud, Le Ronceray, Marmoutier, Noyers, and Saint-Nicolas, where appropriate. An exhaustive survey of all extant charter material is beyond the scope of this thesis, but the sample I have used is meant to be representative, offering suitable geographical coverage of Greater Anjou, and presenting records from religious institutions whose wealth, status and prestige differed considerably. Whilst this inevitably encourages a somewhat scattergun approach, it has the advantage of analysing the documentary products of houses whose interactions with lay lordship may have differed significantly.

Angers itself had a rich religious landscape. The ancient abbey of Saint-Aubin, reformed by Count Geoffrey Greymantle (960-987) and his brother in 966, was one of the most prestigious and powerful of the Angevin abbeys, enjoying a close relationship with the counts of Anjou. Possessing vast properties, Saint-Aubin had

[70] Lemesle, *La société aristocratique*, p. 14.

priories all through Anjou, extending north into Maine as well.[71] Saint-Serge also enjoyed an ancient pedigree; this episcopal abbey struggled over the tenth century, but under Bishop Hubert de Vendôme (1006-1047) regular life was restored at the abbey. A series of energetic abbots built an extensive patrimony for Saint-Serge, with holdings focussed largely around Angers, the Mauges region (Beaupréau and Montrevault), and north following the rivers Mayenne, Sarthe and Loir.[72] The collegiate church of Saint-Laud was built over top the chapel of Sainte-Geneviève by Geoffrey Martel, who installed a chapter of canons. Located next to the comital palace, Saint-Laud was closely connected with the counts who were twice described in the Saint-Laud cartulary as the *domini* and *abbates* of the church, perhaps suggesting that the canons were meant to serve as comital chaplains.[73] This was a small community whose possessions were confined around the immediate vicinity of Angers, with minor outlying estates near Baugé and Loudun.[74] The cathedral of Saint-Maurice received less patronage than the Angevin monasteries, though did maintain ties with local lords throughout the region. The cathedral acquired lands largely in the core *pagus* of Anjou, but over the twelfth century, the bishops became increasingly prominent politically, extending their influence across much of the region. And although not integral to the research of this thesis, the abbeys of Le Ronceray and Saint-Nicolas, founded in *c*.1020 and *c*.1028 respectively by Fulk Nerra, formed an important part of the ecclesiastical landscape in Angers.[75]

In southern Anjou, one of the most prestigious abbeys was Saint-Florent de Saumur. The monks of Saint-Florent fled the Loire valley in the ninth century due to Viking invasions, but returned to be established at Saumur in *c*.950, under the patronage of Count Theobald 'the Trickster' of Blois.[76] Incorporated within Angevin political hegemony after the conquest of Saumur in 1026, Saint-Florent enjoyed the protection of the counts of Anjou, and acquired properties across much of Greater Anjou, even holding lands in Normandy and England. In contrast, the abbey of Saint-

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[71] On Saint-Aubin, see Guillot, i, pp. 129-62; White, *Custom*, pp. 23-4.
[72] See *SSE* i, pp. i-iv; S. Fanning, 'A Bishop and His World before the Gregorian Reform: Hubert of Angers, 1006-1047', *Transactions of the American Philosophical Society*, n.s., Vol. 78, no. 1 (1988), pp. 77-9; Guillot, i, pp. 179-80.
[73] *SL* 2 (1144 x 49), *SL* 3 (*c*.1131); note also Lemesle, *Conflits*, p. 228.
[74] *SL*, pp. v-xiii.
[75] Halphen, pp. 86-8 discusses these foundations briefly.
[76] See W. Ziezulewicz, 'Abbatial Elections at Saint-Florent-de-Saumur (*ca*. 950-1118)', *Church History* vol. 57, no. 3 (1988), pp. 289-97; idem, '"Restored" Churches in the Fisc of St. Florent-de-Saumur (1021-1118)', *Revue bénédictine* vol. 96 (1986), pp. 106-17.

Maur de Glanfeuil, located on the river Loire, was a small house, with limited holdings and influence. The abbey became a dependency of Monte Cassino in Italy, and was embroiled in a bitter conflicts over jurisdiction with the bishop of Angers.[77] Patronage to this house was limited and local. The ecclesiastical landscape of southern Anjou was altered considerably in *c*.1101 by the foundation of Fontevraud.[78] Although this institution's charters are not a vital part of this study, Fontevraud is important due to the speed with which it became one of the most prestigious abbeys, and the effects this had upon patterns of patronage. With over one hundred priories, located chiefly in Anjou, Poitou, and the Touraine, though reaching as far afield as Yorkshire,[79] Fontevraud enjoyed the special protection of the counts of Anjou, and quickly inserted itself into local networks of religious patronage, encouraging aristocratic families to redistribute their religious generosity by taking away from older Benedictine houses, and giving to the new order.[80]

Towards the Touraine and Vendômois, charters from two houses have been particularly important: La Trinité de Vendôme and Notre-Dame de Noyers. Geoffrey Martel and his wife Agnes founded La Trinité de Vendôme sometime between 1032 and 1038, with church itself being formally dedicated in 1040. Even though the relationship between the Angevin counts and La Trinité shifted from donors to protectors over the period *c*.1060 to *c*.1151, La Trinité enjoyed substantial patronage from the aristocratic families of the Vendômois.[81] Its properties were concentrated largely in the Vendômois and Touraine, though the abbey had some possessions in Angers too.[82] In the lower Touraine, the abbey of Notre-Dame de Noyers was an aristocratic establishment, founded in *c*.1031 by Hubert de Noyant with the support of

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[77] See H. Bloch, *Monte Cassino in the Middle Ages*, vol. ii (Cambridge [MA], 1986), pp. 969-1006.

[78] Robert d'Arbrissel settled a community of followers at Fontevraud towards 1100; the abbey did not receive its first abbess, Petronilla, until 1115. See *Robert d'Aribrissel et la vie religieuse dans l'ouest de la France*, ed. J. Dalarun (Turnhout, 2004); J.-M. Bienvenu, *L'étonnant fondateur de Fontevraud: Robert d'Arbrissel* (Paris, 1981).

[79] R. Favreau and G. Pon, 'Le *Grand cartulaire* de Fontevraud', in *Robert d'Arbrissel et la vie religieuse*, pp. 241-54, at p. 243.

[80] E.g., B. S. Tuten, 'Fashion and Benefaction in Twelfth-Century Western France', in E. Jamroziak and J. Burton (eds.), *Religious and Laity in Western Europe 1000-1300: Interaction, Negotiation and Power* (Turnhout, 2006), pp. 41-62 discusses this issue; see also, White, *Custom*, chap. 6 for the influence of new monastic orders upon patronage.

[81] P.D. Johnson, *Prayer, Patronage, and Power: The Abbey of la Trinité, Vendôme, 1032-1187* (New York, 1981); White, *Custom*, pp. 22-3.

[82] The abbey of Toussaint was briefly a dependency of La Trinité, from 1049, but from 1102/3 was turned into a house of Augustinian canons. For the gift to La Trinité, see *CN* 45 (1049) and *TV* 92 (1049); see also F. Comte, *L'abbaye Toussaint d'Angers des origines à 1330. Étude historique et cartulaire* (Angers, 1985).

Fulk Nerra.[83] Noyers' patrimony was more localised than many of the other Angevin abbeys, with its holdings mostly concentrated in the lower Touraine, between the rivers Vienne and Creuse, around the major castles of the region.[84]

The territorial acquisitions and prestige of both La Trinité and Noyers were slightly overshadowed by their very powerful neighbours, the monks of the great abbey of Marmoutier at Tours. Marmoutier charters have not systematically been considered here, but some remarks must be made about the significance of this abbey, described as the 'Cluny of the West.'[85] The influence of Marmoutier was considerable; for instance, three Angevin abbeys took abbots from Marmoutier,[86] and Marmoutier's Abbot Albert was of key importance in promoting pre-Gregorian ideas of reform, which had important consequences for how monasteries and churches understood their relationship to lay society.[87] The prestige of this house ensured it received generous patronage, spread out across much of western France.[88] Most of the religious houses considered in this thesis encountered the monks of Marmoutier in some capacity, and competed with them for patronage and power, thus adding texture to the legal concerns of monks and lay patrons alike.

This brief sketch of some of the features of the main religious houses entering discussion in this thesis is not meant to be exhaustive, but rather to draw out a few key points. First, these ecclesiastical institutions could differ greatly in terms of wealth and prestige. The importance for this when considering law and lordship is that the resources available to each institution to defend its acquisitions varied in proportion to its material and symbolic wealth, encouraging the use of different

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[83] See *Noyers*, no. 1 (*c*.1031); C. Chevalier, *Histoire de l'abbaye de Noyers au XI^e^ et au XII^e^ siècle d'apres les chartes*, Mémoires de la société archéologique de Touraine vol. 23 (Tours, 1873); White, *Custom*, pp. 24-5.

[84] White, *Custom*, p. 24; for ties between Noyers and its local community, see White, *Custom*, passim, and idem, 'Feuding and Peace-Making in the Touraine around the Year 1100', *Traditio* vol. 42 (1986), pp. 195-263.

[85] The phrase comes from Pierre Francastel, noted in D. Barthélemy, 'Note sur les cartulaires de Marmoutier (Touraine) au XIe siècle', in *Les cartulaires*, p. 247.

[86] Guillot, i, p. 175. The abbeys were: Saint-Florent, Saint-Nicolas, and Saint-Serge. For reform at Saint-Florent, see above, n. 75. Noyers first abbot, Evrard, may have been abbot of Marmoutier, making Noyers, at first, a dependency on Marmoutier; see C. Senséby, 'Une notice fausse du cartulaire de l'abbaye tourangelle de Noyers?', *BÉC* vol. 155 (1997), p. 62 and nn. 7-8.

[87] Guillot, i, pp. 181-93; and literature cited above, n. 25.

[88] Marmoutier operated just over forty priories in Greater Anjou by the end of the twelfth century; across western France more broadly, the number is roughly 115. On Marmoutier's possessions, see O. Gantier, 'Recherches sur les possessions et les prieurés de l'abbaye de Marmoutier du XI^e^ au XIII^e^ siècle', *Revue Mabillon* vol. 53 (1963), pp. 93-110 and 161-67; vol. 54 (1964), pp. 15-24, 56-67, and 125-35; vol. 55 (1965), pp. 32-44 and 65-79. See also, S. Farmer, *Communities of Saint Martin: Legend and Ritual in Medieval Tours* (Ithaca, 1991), esp. pp. 65-186.

strategies in different contexts. One of the underlying suggestions of this thesis, then, is that legal norms may have been a strategy more favoured in some contexts in order overcome such a disparity in wealth and resources. Second, and a related point, is that not all of the religious houses enjoyed the same political relationship with the Angevin counts, and further, these relationships could and did change over time. This has the same implications for consideration of law and lordship as does the point about disparity in wealth. Thirdly, these religious houses were often in conflict with each other, competing over patronage and control of their acquisitions. This is a vital contextual point, and no doubt encouraged considerable clarification about how contemporaries thought about property and legal norms. Competition between religious houses will remain in the background of this thesis, but the underlying point that competition was a spur to the development and articulation of legal norms is a central theme of this thesis.

OUTLINE

The thesis is divided into four chapters, each of which addresses a different aspect of the relationship between lordship and landholding. Chapter 1 looks at the consent of lords to grants of land, with three principal questions in mind: i) was the consent of lords necessary for a grant of land; ii) what does the practice reveal about the relationship between lordship and landholding; iii) what does the practice reveal about relations between lords and men? Chapter 2 then develops out of the preceding chapter by addressing claims for services brought upon tenants of ecclesiastical lands. Again, I have three questions: i) do claims for services and customs represent an arbitrary and wilful lordship; ii) what redress did the tenants of ecclesiastical lands have against seignorial demands for services; iii) what do such cases reveal about the norms of ecclesiastical landholding? Chapter 3 then looks at lordship from the tenant's perspective by examining warranty of land in Anjou. My aim is threefold: i) what did warranty of land entail in Anjou; ii) was warranty an effective guarantee of landholding; iii) what does the practice reveal about lordship over land? Chapter 4 switches approach, and offers a detailed analysis of five cases. I do so with an eye to two questions: i) what can the close reading of cases tell us about questions of control of land; ii) what do cases reveal, if anything, about the interactions between lords and their followers? A conclusion then ties together the different strands of the thesis by reflecting on its broader themes and questions.

The chapters, taken together, also demonstrate a number of different methods for reading eleventh- and early twelfth-century charters. Chapters 1 and 3 contain elements of diplomatic analysis in an effort to understand the normative features central to the subject of each respective chapter. These diplomatic analyses, which pay special attention to language, are then situated within descriptions of practice, in order to test idea against the reality. Chapters 2 and 4 outline two very different ways of reading disputes. Chapter 2 takes a sizeable corpus, and reads nearly 100 cases together, identifying common features and similarities in content. It then seeks to interpret aspects of those cases against other types of charter, i.e., the type discussed in chapters 1 and 3. Chapter 4, in contrast, focuses on the close reading of a very few charters, though combines this with elements of prosopography which entail wide reading. The range of charter-reading methods helps to understand the eleventh- and early twelfth-century Angevin charter on its own terms, and allows for comment on its role within the legal culture of the period. This thesis, therefore, is just as much an essay in reading medieval charters.

Chapter 1: Seignorial Consent to Grants of Land

INTRODUCTION

Control of land was an important element in the relationship between lord and man, and was vital to the exercise of power.[1] In this chapter I consider one aspect of that control, namely the consent of lords to grants of land. Alienation of land formed one of the potentially tense moments in the lord/man relationship. The occasion of a grant could easily have brought lords and men into conflict, as each party vied for control of the allocation and distribution of landed resources. Moreover, conflicts resulting from unlicensed grants as lords sought to reclaim control of property might lead to outbreaks of disorder or violence.[2] Seignorial consent, therefore, is a good topic for approaching the relative balance of power between lords and men, and for assessing the influence of power upon the functioning of norms of landholding. I approach consent with three principal questions in mind: i) why was the lord's consent given to grants; ii) what does the practice reveal about the relationship between lordship and landholding; iii) what does the practice reveal about the relationship between lords and men? I analyse lordly consent from the perspective of lords, men, and beneficiaries in order to stress areas of cooperation, as well as areas of potential conflict.

Historians' discussion of seignorial consent has tended to adopt primarily a legal perspective, concentrating specifically upon whether the lord's consent was necessary for a valid transaction, and additionally, what such practices reveal about the control of land.[3] Opinions have varied. Milsom, for instance, saw the lord's involvement as strictly necessary, and stressed that alienation was 'unthinkable' without it.[4] The tenant possessed only a life interest in land, which was held in return for the performance of services to his lord, and was therefore unable to act alone, since it was only the lord who could be considered as the owner of the land. The lord's role in

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[1] Cf. the remarks in Hudson, *LLL*, p. 1; a useful statement on the relationship between land and power is C. Wickham and T. Reuter, 'Introduction', in *Property and Power in the Early Middle Ages*, eds. W. Davies and P. Fouracre (Cambridge, 1995), pp. 1-16, but esp. pp. 1-3.

[2] See e.g., 'Chartes angevines', no. 15 (*c.*1080); *TV* 259 (1077); *SAA* 720 (1082 x 1106). Cf. the brief comments in Barthélemy, *La société*, p. 616, in connection with the confiscation of a fief following an unlicensed alienation.

[3] Cf. Hudson, *LLL*, pp. 174-5, 211; White, *Custom*, esp. pp. 5-15, 130-49. See also Tabuteau, *Transfers*, pp. 170-1.

[4] Milsom, *Legal Framework*, pp. 103-53 at p. 121. Note also Thorne, 'English Feudalism', pp. 193-209.

granting was thus essential, and lords possessed a wide scope for discretion as to whether they would accept the tenant's chosen grantee. Alternative explanations have stressed instead that consent was precautionary, rather than necessary.[5] Closely related here have been arguments about the development of the heritability of land; once tenants came to see land as their own, they likewise saw themselves as possessing something they could alienate on their own accord.[6] The rights of the lord were therefore subsidiary to those of the tenant, and limited to the right to collect a payment, or perhaps a right of pre-emption (the *retrait féodal*), rather than a discretionary power to refuse consent and block an alienation.

Such views approach consent from a legal perspective, framing the question of lordly consent in terms of ownership, whilst simultaneously exaggerating the perceived opposition of interests between lords and men.[7] In this chapter, whilst I explore the legal dimensions of consent, I also aim to understand the practice within a wider context emphasising certain religious, social, and cultural attitudes towards landholding and the use of land.[8] I organise this chapter into three broad sections. In the first, I consider briefly the practice of giving and soliciting for consent in an attempt to determine if the occasions at which consent was given offer any indication of the lord's role. Section two then examines consenting language; such an analysis is helpful in beginning to work out the normative dimensions of lordly consent. The third and substantial section then explores the reasons for which consent was given. I begin with a legal focus, before branching out to wider considerations.

A preliminary word must be said about the nature of our sources. The evidence for consent presents a number of challenges. First are the silences. Refusals of consent, for instance, were unlikely to have been recorded in charters, making questions about the necessity of consent difficult to answer. Even the occasional disputes that do mention a lord challenging a grant on the grounds that he had not consented still need to be read as retrospective accounts recording what was, to an ecclesiastical beneficiary at least, a favourable outcome.[9] Second, our evidence

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[5] Note Hudson, *LLL*, pp. 225-7; Tabuteau, *Transfers*, pp. 186-7.
[6] See e.g., Bloch, *Feudal Society*, pp. 208-10; F. L. Ganshof, *Feudalism*, trans. P. Grierson (3rd ed.; London, 1964), pp. 144-9.
[7] Hudson, *LLL*, p. 208.
[8] See above, 'Introduction', pp. 10-11, and the literature cited therein.
[9] For examples of this type of dispute, see *SSE* i 323 (1096); *TV* 546 (1156) in which Bernard de Dangeau challenges because a grant had been made *absque ejus permissione* for land known to be in

concerns exclusively grants to churches. Such grants were probably atypical. Certainly by the thirteenth century, granting to churches was seen as the one area in which lords retained extensive powers of control over alienation.[10] This again raises the problem of the silences of the evidence, since grants between laymen are conspicuously absent from the analysis. Thirdly, and related to this last point, not only does the evidence only concern grants to churches, but charters recording consent were written by those churches themselves. Such documents are beneficiary-produced, *ex parte* documents, and thus our image of lordly consent is dependent upon the whims of ecclesiastical scribes. Draftsmen might have had good reason, for instance, to suppress the reporting of consent, or at least to misrepresent its significance.[11]

The evidence I have considered survives chiefly in two forms: consent clauses and advance confirmations. Consent clauses were statements included in charters recording grants, and took two principal forms: either the grantor acted 'with the consent' of his lord; or the grantor's (often) named lord gave his consent to his man's grant. I have collected a sample of 264 such consent clauses, surviving in connection with 228 separate grants of land from the period *c*.1000 to *c*.1151.[12] The earliest such clauses appear around the year 1000; had I expanded the chronological framework to include the limited tenth-century charter material, then there would no doubt have been a few early examples, though probably often in a different diplomatic form to the types of clause considered here.[13] Advance confirmations, in contrast, represented grants whereby a lord confirmed in advance all acquisitions within his fief. I have collected 69 such clauses from the same period, with the earliest dating 1033 x 1036.[14] Interpreting the relationship between consenting and advance confirmations is

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his fief; for late cases, see *SJH* 17 (1190 x 95); *SAA* 555 (*c*.1175) for a grant made *sine assensu* of the lord, and *SAA* 571 (1190 x 1220).

[10] E.g., *Établissements de Saint-Louis* cap. 129; cf. Bloch, *Feudal Society*, p. 210. For the English situation, note the statute *De viris religiosis* (1279), and S. F. C. Milsom, *Historical Foundations of the Common Law* (2nd ed.; London, 1981), p. 113 for comment.

[11] Note the discussion in T. Evergates, *The Aristocracy in the County of Champagne, 1100-1300* (Philadelphia, 2007), p. 70 on these issues.

[12] 36 of the consents were given by overlords, hence the discrepancy between clauses and grants. The sample is from the records of Saint-Aubin, Saint-Serge and La Trinité; I have considered documents outwith this sample for the chapter, but they have not been included within the figures regarding frequency of specific words or phenomena.

[13] Clauses from *c*.1000: *SAA* 68 (*c*.1000), *SAA* 395 (998 x 1001); *TV* 5 (1002 x 1008).

[14] *SAA* 941(1033 x 36), which is a grant from a Norman, Ivo de Bellême, bishop of Séez. The figure of 69 clauses is drawn from the same sample of charters listed above, in n. 12. As with consent clauses, I have considered additional material as well.

difficult, though scholars have understandably taken advance confirmations to represent a slackening of seignorial controls of alienation.[15] This assumes, however, that controls over alienation were considerable to begin with, and regardless, I shall argue below against any direct influence of the habit of granting advance confirmations upon the broader practices of seignorial consent. I have not considered disputes which seem to turn on matters of consent in a systematic manner here. This is for two principal reasons. First, identifying such disputes is rarely a straightforward task. Very few challenges state explicitly that a lord justified his claim on the basis that he had not consented to an earlier grant of a tenant.[16] Second, the proximate cause of such disputes was probably very often a claim for services or customs, which will form the subject of the following chapter. Whilst it is not always possible to connect disputes over customs and services with matters of alienation, such a connection is sometimes explicit.[17]

CONSENTING OCCASIONS

I begin my analysis with a consideration of what happened when lords consented, thinking upon questions such as when was consent given, were lords paid, and who else was involved? These are matters which give some indication of the importance of lordly consent. Unfortunately, charters rarely make such matters explicit. This is probably the result of the context of charter production, specifically the relationship between the written word and the action it describes. Charters were not dispositive instruments, but recorded events which took place orally, and usually over a long period of time.[18] Records of grants distilled much of the detail of granting – detail

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[15] Hudson, *LLL*, p. 227; S. Reynolds, *Fiefs and Vassals: The Medieval Evidence Reinterpreted* (Oxford, 1994), p. 151.

[16] For examples, see above, n. 9.

[17] A concern over services in disputes might also be revealed in settlements to some disputes. See e.g., *SAA* 262 (1069 x 87), in which Simon le Franc, when he heard that Saint-Aubin had acquired land in his fief, challenged for that land, but eventually settled whereby the monks agreed to render 8*d*., annually, which suggests that Simon's concern was over services.

[18] For this paragraph, see P. Hyams, 'The Charter as a Source for the Early Common Law', *Journal of Legal History*, vol. 12, no. 3 (1991), pp. 173-89; idem, 'Disputes and How to Avoid Them: Custom and Charters in England During the Long 12th Century', in *Law and Disputing in the Middle Ages. Proceedings of the Ninth Carlsberg Academy Conference on Medieval Legal History 2012*, eds. P. Andersen, K. Salonen, H. Møller Sigh and H. Vogt (Copenhagen, 2013), pp. 137-53. Note also the classic, V. H. Galbraith, 'Monastic Foundation Charters of the Eleventh and Twelfth Centuries', *Cambridge Historical Journal*, vol. 4, no. 3 (1934), pp. 205-22.

including negotiations[19] or perambulations[20] of the land, for instance – into highly compressed accounts focussing on moments of especial significance, usually the performance of some sort of ritual in the ecclesiastical beneficiary's chapterhouse.[21] It is important, therefore, to recognise how much charters leave unsaid about the process of making a grant in the eleventh and twelfth centuries, thus making it very difficult to identify what constituted a normal grant.

The occasion of lordly consent did come into the charter draftsman's ken, however, and such instances are informative. Some grants were proposed or announced in the court of the lord before taking place, such as when the brothers of Hugh de Selaines announced a gift they intended to make on their brother's behalf in the presence of Lord Fulk de Matheflon and 'other law-worthy men.'[22] Other grants seem to have taken place completely in the lord's court, such as when Odelina made a sale to the monks of La Trinité in the court (*curia*) of Salomon de Fréteval.[23] There does not seem, however, to have been any clear rule about when consent was to be obtained. In many instances, consent was given after the grant had been made in the chapterhouse.[24] There was probably a rough expectation that consent be obtained promptly, though, as waiting too long could lead to dispute once the lord was informed of the grant.[25] Ideally, grantors and beneficiaries would consent in person.

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[19] For a particularly detailed example of negotiations, in this case about the value of spiritual services the monks of Saint-Nicolas were to perform for a donor in relation to the perceived value of his gift, see 'Chartes angevines', no. 15 (*c*.1080).

[20] See e.g., *SAA* 32 (1060 x 81) for a reference to John Restivus, who 'measured' the land a donor was giving; *SSE* ii 286 (1119 x 50) for a reference to the placement of boundary-markers, suggesting some form of perambulation; and *SSE* ii 308 (before 1093) for an example of a grantor promising to take his beneficiary to the land in question to show the extent of the land he was giving. See also *SMG* 28 (*c*.1120).

[21] See See generally: White, *Custom*, pp. 31-4; Tabuteau, *Transfers*, pp. 120-34; Lemesle, *La société*, pp. 61, 63-4; M. Ragnow, 'Ritual before the Altar: Legal Satisfaction and Spiritual Reconciliation in Eleventh-Century Anjou', in *Medieval and Early Modern Ritual: Formalized Behavior in Europe, China and Japan*, ed. J. Rollo-Koster (Leiden, 2002), pp. 57-79.

[22] *…coram domno Fulcone de Matefelon et aliis legitimis testibus*: *SSE* i 7 (*c*.1112, then 1138 x 52).

[23] *…in cujus curia venditio ista facta fuit*: *TV* 383 (*c*.1100). See also, *SAA* 172 (1082 x 1106), *SAA* 712 (1138); *TV* 118 (1057/8). Not surprisingly, the lord's court often appears in connection with quitclaims: *SAA* 105 (1082 x 1106), *SAA* 378 (1082 x 1106), *SAA* 663 (1151 x 55), *SAA* 696 (s.d.), *SAA* 900 (*c*.1087); *SSE* ii 29 (1138 x 50).

[24] E.g., *SAA* 115 (1119); *SSE* i 374 (1056 x 82); *SSE* ii 340 (1093 x 1102), *SSE* ii 360 (*c*.1100); *TV* 361 (*c*.1098). For confirmations or consents in the lord's court, see *TV* 120 (1058), *TV* 464 (1131). See also *TV* 142 (1060), where a gift was confirmed almost three years later by the lord! Cf. *SSE* ii 89 (1056 x 82), in which a grantor, as he made his grant to Saint-Serge, told the monks he had the consent of his lord. Cf. *SAA* 677 (1056 x 60) in which a donor promises he will make a gift *if* he can get his lord's consent. See also *SAA* 272 (1082 x 1106) in which a grantor swears a solemn oath that he will obtain his lord's consent.

[25] See e.g., *SAA* 892 (1106 x 20) in which Robert, when he heard that Saint-Aubin had acquired land in his *casamentum*, challenged, wherein the donor went to him and his mother with entreaties and money

One Berengar, for instance, made a gift to Saint-Aubin, and obtained the consent of his lord, Hubert de Durtal, at the latter's castle. But Hubert was unable to travel to Angers himself to confirm the gift to the monks in person, so he sent in his dapifer and three other men to explain his consent.[26] And when Geoffrey le Bel was asked to consent to a grant made to Saint-Maurice by Abbo de Rochefort, the count was occupied elsewhere, so he sent his prévôt, Pippin de Tours, with a letter stating,

> To Ulger, by grace of God, bishop of Angers and heartfelt friend, Geoffrey, count of Anjou, sends greetings. Whatever Pippin, our prévôt should tell you about the concession of the church of Saint-Pierre, I confirm it all, and you should believe him without hesitation as if I were granting this in person (*visibiliter*) to you by my own mouth.[27]

Such examples indicate the desirability of obtaining consent from the lord in person, though they also acknowledge that this was not always possible.[28]

Charters sometimes provide especially detailed glimpses into what happened at the occasions when lords consented. These could be charged events, in which grantors acted in certain ways or performed certain gestures, probably aimed to convince the lord to consent. Some grants mention that grantors approached or begged their lords in tears,[29] whilst one grant saw Guy, upon his return from Jerusalem, kiss the foot of his lord, Pagan de Montrevault, in return for the latter's consent.[30] Guy's humble gesture was probably inspired by the fact that Pagan seems to have convinced the monks of Saint-Serge to make Guy a monk, but such gestures may have been more common than the charters indicate. In addition to gestures, consenting occasions also entailed entreaties or speeches designed to persuade the lord to approve a grant.[31] This

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to convince them to consent, which they did, reserving 'all rightful services and tallage' (*exceptis rectis serviciis et talleatis suis*).

[26] *Et quia ad hoc concendendum in capitulum Sancti Albini Hucbertus venire non potuit, misit in loco sui Rainaldum de Marrigniaco, qui eo tempore dapifer ejus erat… Per istos plane mandavit quod donum Beringerii bono animo monachis apud Duristallum concesserat*: *SAA* 294 (*c.*1070).

[27] *Ulgerio, Dei gratia, Andegavensi episcopo et praecordiali amico Gaufridus Andegavensis comes salutem. Quicquid vobis Pipinus praepositus pro concessione ecclesiae sancti Petri dixerit, hoc totum confirmo, et ei, quasi ex ore meo vobis visibiliter concederem, sine dubitatione credatis. Vale*: *CN* 202 (1140 x 45).

[28] Cf. *TV* 427 (1112) for a grant in which Abbot Geoffrey de Vendôme had to travel to a field between Briollay and Daumeray to obtain Lisiard de Sablé's consent to a grant, because the latter dared not come to Angers on account of the *guerra* he was waging against the count!

[29] *SSE* i 55 (1093 x 1102); *SAA* 663 (1151 x 55).

[30] *…Wido osculatus est pedem illius*: *SSE* ii 360 (*c.*1100).

[31] See e.g., references to consent obtained by the 'prayers' (*preces*) or some such of the grantor: *SAA* 294 (*c.*1070), *SAA* 908 (1084 x 1112); *TV* 296 (1080), *TV* 324 (1085), *TV* 517 (1147).

is in part practical, as it is hard to imagine consent and grants being discussed in silence, but such entreaties may have operated on a stylised or more formal register than casual conversation. One especially vivid example survives from Saint-Aubin. Geoffrey de Tresquières wished to make a gift of land to the monks of Saint-Aubin. One day he was eating with the monks at Malicorne, and his lords, Gaudin de Malicorne and his brother Hugh, were eating there too. Geoffrey spoke thus,

> I beseech you, who are standing here – especially you, my lords, who are eating with me, that you be witnesses (*testes*) for the monks of Saint-Aubin in this matter which I am about to say. I have some land near theirs in the parish of *Comburniacus*; today I am giving this to them to have after my death, for my sins.[32]

And in at least one case, the prospect of some form of spiritual benefit seems to have been used to convince the lord to consent. Rivallon, a monk of Saint-Serge went to Norman de Montrevault and asked him to consent to grant. Norman, a 'wise man and lover of good', did consent, augmented the gift and placed a token of it upon the altar of Saint-Serge because, according to the scribe, 'I do not want, I say, my family (*genus*) and myself to be cut-off from this alms.'[33]

Lords were sometimes paid for their consent.[34] Countergifts ranged from a few pennies, 12*d.* or 3*s*. for example,[35] to large sums, such as £4, £12 or £30.[36] Payments were often pecuniary, though countergifts in kind were also made, like oats,[37] or an ox.[38] These could also be important status symbols; some lords received horses, for example,[39] and in one case, a lord chose himself an elaborately coloured horn, which he valued at about 20*s*.[40] Such countergifts were on occasion given to the lord expressly 'for his consent' (*pro auctoramento*),[41] which suggests that these should

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[32] *Precor vos qui astatis, et vos maxime domini mei, qui mecum manducatis, ut hujus rei quam dicturus sum, monachis Sancti Albini testes sitis. Habeo quandam terram prope terram eorum in parrochya Comburniaci. Hanc hodie pro peccatis meis dono eis post obitum meum habendam*: *SAA* 319 (*c*.1099).
[33] *…nolo inquiens genus meum et me hujus elemosine expertes fieri*: *SSE* ii 340 (1093 x 1102). Whilst spiritual benefits are not explicitly mentioned, the context seems to suggest some form of spiritual benefit.
[34] Lords received material countergifts in roughly 18.9% of my sample (50/264).
[35] *SAA* 311 (*c*.1090); *SSE* ii 90 (1113 x 50).
[36] *TV* 383 (*c*.1100); *SAA* 899 (1087); *SAA* 160 (1056 x 60).
[37] *TV* 99 (1054).
[38] *SAA* 86 (1038 x 55).
[39] *SSE* ii 15 (*c*.1100), *SSE* ii 16 (*c*.1138), *SSE* ii 179 (1138 x 50), *SSE* ii 184 (1103).
[40] *SSE* ii 150 (*c*.1100).
[41] *SAA* 160 (1056 x 60), *SAA* 170 (1082 x 1106); *SSE* ii 376 (1056 x 82).

probably be interpreted as payments. This certainly seems to be the case with sales, with one payment amounting to a sales tax (*venda*); the charter recording this grant further distinguished the payment *de venda* from that for consent, suggesting a customary expectation that lords would receive pecuniary incentives to consent.[42] In contrast, lords very rarely receive spiritual countergifts like the *beneficium* or prayers of an ecclesiastical institution.[43] Those that do seem to have been involved in the actual ceremony of transferring the property alongside the grantor, investing the beneficiary,[44] augmenting the grantor's gift,[45] or undertaking an additional role within the grant, such as warranty.[46]

Lords' kinsmen also joined in on the lord's consent.[47] There were both practical and legal reasons for this. The lord's kin could certainly create trouble for a grantor, and they could probably construct reasonably sound claims upon the property, thus making their consent desirable.[48] The *laudatio parentum* given to seignorial consents was almost exclusively the preserve of conjugal kin. Wives appear in nearly half of these examples, and are followed closely by sons, who appear with only slightly less regularity.[49] The only non-conjugal kin to appear with some consistency are brothers;[50] the appearance of other types of kin, such as daughters,[51] sisters,[52] mothers,[53] nephews,[54] sons-in-law,[55] or stepsons[56] all occur with such irregularity as to suggest they are anomalous examples. The prevalence of conjugal kin-groups consenting alongside lords suggests that these examples of the *laudatio parentum*

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[42] This is definitely the case in at least one example, in which a lord received 12*d*., for the *venda*, and 9*d*., for his consent: *SSE* ii 355 (1056 x 82).
[43] Only 4.5% of my sample mention the lord receiving an abbey's beneficium (12/264).
[44] E.g., *SAA* 663 (1151). For investitures by lords without the receipt of spiritual benefits, see *TV* 260 (1077); *SAA* 688 (1119); *SSE* i 335 (1104). In this last example, the lord was Geoffrey Martel (the Younger), whom the monks may already have included within their confraternity.
[45] *SAA* 342 (1097); *SSE* ii 147 (1069).
[46] *SSE* ii 136 (1056 x 82); *SAA* 121 (1121 x 27).
[47] Consenting lords were joined by their kin in nearly 33% of my sample of consent clauses (86/264).
[48] E.g., *SAA* 795 (*c*.1115), in which a lord's son challenged because he claimed not to have been given the 15*s*. he was promised by the monks of Saint-Aubin for his concession. See also *TV* 383 (*c*.1100).
[49] Wives join their husbands in 46.5% of consents (40/86); sons join in 45.3% of consents (39/86). Often it is either the lord's wife *or* his sons who consent; wives and sons only appear together in about 16% of the sample (14/86).
[50] Brothers consent in 19.8% of my sample (17/86).
[51] *SAA* 695 (s.d.); *TV* 383 (*c*.1100) in which daughters appear with sons; *SSE* ii 59 (1069) in which daughters appear on their own.
[52] *SAA* 631bis (*c*.1107); *TV* 118 (1058).
[53] *SAA* 825 (1082 x 1106); *SSE* i 25 (1056 x 82).
[54] *TV* 118 (1058).
[55] *SAA* 350 (1129).
[56] *SSE* i 227 (1056 x 82).

should probably be interpreted slightly differently from the broader practice of the *laudatio parentum* in which consenting kin-groups represented a sort of 'pragmatic kinship.'[57] The simplest cause is that conjugal kin-units were co-residential with the consenting lord. In the case of sons, consenting may have been a means of familiarising the son with both the geography and personnel of the *honor*.[58] Wives, in turn, may have counselled or persuaded their husbands to consent, and been viewed as intercessors of sorts. Alternatively, wives might have been more likely to consent to properties which had originally entered the lordship as part of their dowries.

No clear patterns emerge from consideration of the occasions of consent, though the incidental details included in some charters at least suggest the underlying importance of the practice. In order to interpret the significance of consent, though, I turn to an examination of the language of consent clauses. Such an analysis will begin to establish the basic framework by which contemporaries seem to have understood lordly consent.

CONSENT CLAUSES

Whilst 264 clauses is by no means an exhaustive sample, it is large enough to permit some general reflections on patterns of consenting language, and the underlying assumptions of this language. I come at consent clauses with a two-pronged approach: first, I consider consenting verbs in an effort to determine what, precisely, such language reveals about the actions of the lord; second, I consider how consent clauses express lordship, in an attempt to assess the significance of consent, tenurial or otherwise. The present discussion will enable more in-depth analysis regarding the reasons for consent.

The key issue with consenting verbs is what they signify about the lord's role in the grant, and whether such language implies a necessary, or even primary role.[59] The verbs from Angevin consent clauses display range and variety.[60] The most common

[57] See White, *Custom*, esp. pp. 86-129; Barthélemy, *La société*, pp. 519-23; Lemesle, *La société*, pp. 114-7.
[58] For training of heirs, see J. R. Lyon, 'Fathers and Sons: Preparing Noble Youths to be Lords in Twelfth-Century Germany', *Journal of Medieval History*, vol. 34, no. 3 (2008), pp. 291-310.
[59] Cf. the comments in Hudson, *LLL*, pp. 212-14.
[60] Cf. Tabuteau, *Transfers*, pp. 245-6 for tables outlining verbs of confirmation in eleventh-century Norman charters; variety is the norm here, too.

verb is *concedere*.[61] The verb is difficult to define precisely, and it meant anything from 'to grant' on the one hand, and 'to consent' or 'to approve' on the other, though it does seem to have been distinguished from the action of the grantor, often described by a verb such as *dare*.[62] The next most common verb was *auctorizare*,[63] a word for which it is equally difficult to fix a meaning.[64] In one sense, it meant 'to authorise' or 'to allow', and may have implied that a grant made without such authorisation was more susceptible to challenge or revocation. But the verb *auctorizare* was also closely connected with consent clauses in which a lord gave his *auctoritas* or *auctoramentum*,[65] which probably means something closer to 'authority' or 'strength.'[66] This pulls the actions of the lord into the conceptual field of protection, a point which I shall develop further below. The same sort of meaning may also be true of (*con*)*firmare*,[67] though this was not nearly as common a verb as *auctorizare*, and may have been particularly appropriate in connection to the securing of a charter.[68] Very few clauses, in contrast, expressed consent with a verb of giving, like *donare*.[69] The cases that do are anomalous examples signifying grants in which the lord supplemented his man's gift with one of his own.[70] In other cases, consent through a

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[61] This verb is used in nearly 43% of all consent clauses (113/264), making it the single most commonly used verb. See e.g., *SAA* 95 (1082 x 1106), *SAA* 106 (1074), *SAA* 114 (1117), *SAA* 115 (1119), *SAA* 768 (*c.*1090), *SAA* 775 (*c.* 1110), *SAA* 787 (*c.*1110); *SSE* i 4 (1090 x 1135), *SSE* i 55 (1102 x 13), *SSE* i 122 (*c.*1100), *SSE* i 423 (*c.* 1102 x 13); *SSE* ii 6 (*c.*1093), *SSE* ii 7 (1093 x *c.*1130), *SSE* ii 15 (*c.*1100), *SSE* ii 16 (*c.*1138), *SSE* ii 17 (*c.*1100), *SSE* ii 18 (*c.*1138), *SSE* ii 22 (1093 x 1102); *TV* 361 (1092), *TV* 427 (1112), *TV* 464 (1131), *TV* 508 (1145).

[62] Niermeyer, *Latin Lexicon*, p. 234 (*concedere*) for the range of definition. See examples in preceding note regarding the distinction between grantor's and consenter's roles based on verbs.

[63] This verb is used in roughly 15.5% of all clauses (41/264): *SAA* 32 (1060 x 81), *SAA* 160 (1056 x 60), *SAA* 263 (1060 x 67), *SAA* 825 (1082 x 1106); *SSE* i 60 (1056 x 82), *SSE* i 190bis (1093 x 1135), *SSE* i 227 (1056 x 82); *SSE* ii 77 (1069), *SSE* ii 78 (1062 x 82), *SSE* ii 154 (1056 x 82); *TV* 82 (1044 x 49), *TV* 122 (1058), *TV* 306 (1046 x 82).

[64] Niermeyer, *Latin Lexicon*, pp. 70-1 (*auctorizare*), notes that the verb means anything from 'to authorise' or 'to consent', to more technical verbs, such as 'to warrant.'

[65] The phrase occurs in nearly 12.9% of all clauses (34/264): see *SAA* 259 (1060 x 87), *SAA* 265 (1060 x 81), *SAA* 275 (1060 x 81), *SAA* 677 (1056 x 60); *SSE* i 25 (1056 x 82), *SSE* i 29 (1038 x 50), *SSE* i 84 (*c.*1050); *SSE* ii 120 (1056 x 82), *SSE* ii 147 (1069), *SSE* ii 345 (1056 x 82), *SSE* ii 355 (1056 x 82); *TV* 49 (1043), *TV* 121 (1058), *TV* 184 (1067), *TV* 352 (1094).

[66] Some form of 'governmental' authority may be appropriate in grants where the Angevin count, or bishop, added his 'authority' to a grant: *SAA* 287 (1056 x 58); *SSE* ii 184 (1103). On the significance of 'governmental authority, see below, pp. 36-7.

[67] The verb appears in roughly 6.8% of my sample clauses (18/264): see e.g., *SAA* 241 (1007 x 27), *SAA* 630 (1056 x 60), *SAA* 663 (1151 x 55); *SSE* i 22 (1006 x 47), *SSE* i 25 (1056 x 82), *SSE* i 55 (1102 x 13); *SSE* ii 317 (*c.*1058), *SSE* ii 362 (1093 x 1102); *TV* 52 (1032 x 46), *TV* 464 (1131).

[68] See e.g., Hubert de Durtal's charter in which he confirms the charter recording his mother's gift to Saint-Aubin, and strengthens it by signing with his own hand: *SAA* 288 (1060 x 87). See also Hudson, *LLL*, p. 214.

[69] E.g., *SSE* i 9 (1046 x 56); *SSE* ii 153 (c.1100); *TV* 299 (1080).

[70] This is certainly the case in *SSE* i 9 (1046 x 56). Cf. examples in which a lord is asked to augment a gift: *SSE* ii 340 (1093 x 1102); *TV* 341 (1092).

verb of giving probably means that the gift as a whole was actually the lord's, as when John de Jalesnes, for example, asked his man Ivo de Denezé to make a gift of land to the monks of Saint-Serge, wherein John likewise gave (*dedit*) whatever he himself had.[71] The rarity of this sort of language suggests at the least that giving and consenting were conceptually distinct, though, importantly, there is no need to apply greater significance to one role over the other. The remaining consenting verbs, though varied, all convey a sense of assent or approval: *annuere,*[72] *consentire,*[73] *favere*,[74] or *laudare*,[75] and nouns like *assensum*,[76] or *concessum*,[77] or *voluntas*[78] all fit this pattern. Vocabulary of this sort is hard to interpret, but can probably be seen as expressing agreement, rather than control.

More informative for our purposes is how consent clauses describe lordship. Central here is the *de cujus* clause, which typically runs as follows: *N., concessit, de cujus feodo illa terra erat*, or some variation thereof. The *de cujus* clause appears most regularly with *fevum*/*feodum*,[79] though *casamentum*,[80] *beneficium*,[81] and even

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[71] *…Johannes de Jalumniis rogavit quendam nobilem virum nomine Ivonem…ut unam de tribus masuris terre quas de ipso tenebat in loco qui Chalocheium nominatur daret… Prescriptus vero Johannes de Jalumniis de cujus casamento eadem terra erat, dedit similiter in elemosinam quicquid in ea habebat*: *SSE* ii 59 (1056 x 82).

[72] This verb appears in just over 13% of my sample of consent clauses (35/264 clauses). For examples, see e.g., *SSE* i 9 (1046 x 56), *SSE* i 105 (1056 x 82), *SSE* i 107 (1068 x 76); *SAA* 236 (*c.*1026), *SAA* 355 (*c.*1057), *SAA* 677 (1056 x 60); *TV* 51 (*c.*1045), *TV* 52 (1032 x 46), *TV* 347 (1092 x 93).

[73] E.g., *SSE* ii 152 (*c.*1100). In the form of *assentire*: *SSE* ii 48 (1100 x 1110).

[74] Just under 5% of clauses employ this verb (13/264), and all survive from La Trinité. See e.g., *TV* 27 (1002 x 08), *TV* 28 (*c.*1040), *TV* 65 (*c.*1046), *TV* 102 (*c.*1058), *TV* 118 (1057 x 58), *TV* 312 (*c.*1083). The connection with La Trinité makes it tempting to consider this a peculiarity of charter-drafting at this monastery, but the verb was used in charters outwith my sample: see e.g., *RA* 234 (for kin consent), *RA* 278 (for lord's consent); *MD* 97 (1032 x 37), *MD* 100 (1039).

[75] This verb is used in only roughly 1% of clauses (3/264): see *SAA* 774 (*c.* 1110); *SSE* ii 152 (*c.*1100), *SSE* ii 340 (1093 x 1102). The rarity of this verb makes discussion of the *laudatio domini* slightly misleading. White, *Custom*, p. 1 and n. 2 notes the rarity of the verb *laudare* with respect to kin consent.

[76] This appears in about 3.5% of clauses (9/264): see e.g., *TV* 20 (*c.*1040), *TV* 197 (*c.*1070), *TV* 324 (1085); *SAA* 267 (s.d.), *SAA* 667 (1082 x 1106), *SAA* 713 (1138); *SSE* ii 79 (*c.*1093), *SSE* ii 150 (*c.*1100), *SSE* ii 319 (1046 x 55).

[77] *Concessum* or *concessio* is only used in roughly 2.5% (7/264) of clauses: *SAA* 68 (*c.*1000), *SAA* 86 (1038 x 55); *SSE* i 157 (1096), *SSE* i 369 (1138 x 41); *SSE* ii 81 (1062 x 93), *SSE* ii 89 (1056 x 82), *SSE* ii 376 (1056 x 82).

[78] Only 3.5% of clauses use this construction (9/264): see e.g., *SAA* 86 (1038 x 55), *SAA* 150 (*c.* 1140), *SAA* 395 (998 x 1001); *TV* 20 (*c.*1040); *SSE* i 25 (1056 x 82), *SSE* i 369 (1138 x 41); *SSE* ii 81 (1062 x 93), *SSE* ii 89 (1056 x 82), *SSE* ii 308 (*c.*1093).

[79] This phrase appears in roughly 17.4% (46/264) of my corpus: see e.g., *SAA* 170 (1082 x 1106), *SAA* 255 (s.d.), *SAA* 266 (s.d.), *SAA* 294 (*c.*1070), *SAA* 298 (*c.*1075); *SSE* i 25 (1056 x 82), *SSE* i 252 (*c.*1100); *SSE* ii 15 (*c.*1100), *SSE* ii 29 (1138 x 50), *SSE* ii 48 (1100 x 10), *SSE* ii 90 (1113 x 50), *SSE* ii 179 (1138 x 50). For *feodum*, see: *SAA* 208 (*c.* 1127), *SAA* 271 (s.d.); *TV* 10 (1033), *TV* 51 (*c.*1045), *TV* 322 (1066 x 85), *TV* 341 (1092), *TV* 508 (1145), *TV* 538 (1150 x 52).

fiscum,[82] were also employed. The *de cujus* clause has presented the greatest challenges of interpretation, however, with Susan Reynolds, for instance, stating that such clauses do not represent tenurial dependence, but instead the 'governmental or quasi-governmental approval of donations', where 'the rights…of the lord to whose fief or *casamentum* they [the grants] belonged were of a political or governmental rather than a proprietary nature.'[83] Reynolds is correct that syntactically, *de cujus feodo erat* means only that the granted property was from the fief of the consenting lord.[84] But it is equally vital to stress that the phrase does not by necessity preclude a tenurial relationship between grantor and lord. Property coming 'from' the fief of a lord presents only the lord's point of view.[85] At any rate, taken as a whole, *de cujus* phrases only appear in just under one third of my sample of consent clauses, meaning scribes utilised it as only one of many possibilities to describe the relationship between lord and grantor.[86]

Other clauses present consent from the perspective of the tenant. Some clauses stated simply that the consenting lord was the grantor's *dominus*,[87] or *senior*;[88] others that the lord was the *dominus terre* of the land being alienated.[89] Such expressions connote a direct relationship between lord and grantor, with the phrase *dominus terre* carrying further tenurial overtones. Other examples are clearer. Clauses in which an individual alienates with the consent of his lord 'from whom he holds his land' (*de quo…tenebat*) leave no doubt whatsoever that the relationship between grantor and

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[80] *Casamentum* is used in approximately 8% of my sample (21/264): see e.g., *SAA* 32 (1060 x 81), *SAA* 121 (1120 x 27), *SAA* 160 (1056 x 60), *SAA* 768 (*c.*1090); *SSE* ii 41 (1056 x 82), *SSE* ii 106 (1100 x 11), *SSE* ii 107 (1100 x 11); *TV* 276 (1078 x 79), *TV* 383 (*c.*1100).

[81] This is less common, appearing in just under 5% of the clauses (13/264). See *SAA* 68 (*c.*1000); *SSE* i 22 (1006 x 47); *SSE* ii 75 (1093 x *c.*1100), *SSE* ii 134 (1082 x 92), *SSE* ii 317 (*c.*1058); *TV* 20 (*c.*1040), *TV* 82 (1044 x 49), *TV* 85 (1045 x 49), *TV* 296 (1080).

[82] This is only used in 2.3% of clauses (6/264): *SAA* 350 (1129); *SSE* ii 42 (1100 x 10); *TV* 24 (*c.* 1040), *TV* 28 (*c.*1040), *TV* 102 (*c.*1056), *TV* 347 (1092 x 93).

[83] Reynolds, *Fiefs and Vassals*, pp. 151, 163. See more broadly, ibid., pp. 146-52 for Reynolds' arguments about consent.

[84] Ibid., p. 151.

[85] A point made in Barthélemy, *La société*, pp. 557-8. Cf. D. Barthélemy, 'La théorie féodale à l'épreuve de l'anthropolgie (note critique)', *AESC* 52 (1997), p. 327, n. 30, who criticises Reynolds arguments here for being 'hypercritical.'

[86] The clause appears in 32.6% of my sample (86/264).

[87] E.g., *SAA* 86 (1038 x 55), *SAA* 105 (1082 x 1106), *SAA* 115 (1119-20), *SAA* 275 (1060 x 81), *SAA* 660 (1100); *SSE* i 423 (1102 x 13); *SSE* ii 340 (1093 x 1102), *SSE* ii 141 (*c.*1100)*; TV* 102 (*c.*1056), *TV* 312 (c.1083).

[88] E.g., *SAA* 68 (after 1000), *SAA* 172 (1082 x 1106), *SAA* 241 (1007 x 27); *SSE* i 51 (1040 x 46); *SSE* ii 77 (1069), *SSE* ii 354 (1056 x 82); *TV* 49 (1043), *TV* 197 (before 1070).

[89] E.g., *SSE* i 190bis (1093 x 1135); *SSE* ii 6 (before 1093), *SSE* ii 73 (*c.*1100), *SSE* ii 153 *(c.*1100*).*

lord is tenurial.[90] A grant of 1060 x 1081, for example, saw one Algerius give half a mill to Saint-Aubin with the consent of his lord, Urso de Montreuil, 'from whom Algerius held';[91] and the grantor's property was on occasion explicitly held in fief, as when in 1056 x 1082, Abraham, a toll-man (*telonearius*), gave the monks of Saint-Serge a custom 'which he held in fief from the aforesaid Geoffrey [de Jarzé].'[92] Some charters even state explicitly that the donor was alienating property which he had received as a gift from his lord. A *miles* named Tegrin gave a tithe to Saint-Aubin, for instance, which he 'possessed by gift of his lord',[93] and John de Jalesnes made a gift to Saint-Serge with the consent of Odo, son of Roger, 'from whose gift I had [my land] in benefice.'[94] Finally, clauses in which a grantor gives property 'he is seen (*videretur*) to hold from the fief of *N.*', likewise convey a direct personal relationship, as the verb *videre* probably refers to the performance of visual acts taking place between lord and man which symbolise tenurial dependence, such as homage, investiture or payment of rents or services.[95]

Such examples differ considerably from the sort of 'governmental' or 'political' authority argued for by Reynolds, and represent a more direct proprietary relationship between lord and grantor.[96] Indeed, explicit evidence for this sort of purely 'governmental' authority is difficult to find. I have only found one clear example. In 1080, Robert de Moncontour made a gift to the monks of La Trinité comprising the vill of Coulommiers. His lord, Lancelin de Beaugency, and Lancelin's own son Ralph, in addition to the placement of a token of the gift upon an altar of La Trinité alongside Robert, also authorised and gave the vill 'as his own allod', because 'it was

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[90] This expression appears in just over 10% of my sample (27/264). See e.g., *SAA* 272 (1082 x 1106), *SAA* 361 (1060 x 81), *SAA* 630 (1056 x 60), *SAA* 694 (s.d.); *SSE* i 105 (1056 x 82); *SSE* ii 59 (1056 x 82), *SSE* ii 195 (1113 x 33), *SSE* ii 294 (1113 x 50); *TV* 69 (1040 x 47), *TV* 116 (1057), *TV* 118 (1057 x 58), *TV* 207 (*c.*1070). See also S. Wood, *The Proprietary Church in the Medieval West* (Oxford, 2006), p. 588, who makes a similar point.

[91] …*de quo Algerius tenebat*: *SAA* 361 (1060 x 81).

[92] …*quem de supradicto Gaufrido in fevum tenebat*: *SSE* i 105 (1056 x 82).

[93] ...*dono Hucberti* [de Durtal] *possedit*: *SAA* 291 (c.1070).

[94] …*ex cujus dono habueram…in beneficio*: *SSE* i 22 (1006 x 47). See *SSE* i 51 (1040 x 46); *SSE* ii 319 (1046 x 55); *TV* 77 (1040 x 49) for further examples. For a use of *munus*, rather than *donum*, see *SSE* i 9 (1046 x 56).

[95] See e.g., *SMG* 26 (1040 x 45); *SAA* 68 (*c.*1000); *TV* 20 (*c.*1040), *TV* 21 (*c.*1040); *SSE* i 51 (1040 x 46). It is difficult to tell if scribes meant the passive of *videre* or the deponent *videri* in such clauses. I prefer the passive of *videre* to the deponent, which is also the more literal way to take the clause, because it recalls the visual and ceremonial aspects of granting and landholding. The issue is unfortunately open-ended.

[96] Barthélemy, 'La théorie à l'épreuve', p. 327 warns against certain 'déféodalisations excessives', such as the Reynolds critique.

proven to exist from their benefice.'[97] After obtaining the consent of the lord 'from whose fief' the land was, Robert, with Lancelin, asked Burchard, count of Vendôme, to come to them in order to witness the grant. The scribe writes, tellingly:

> So that this gift of mine may stand for all time with a firmer security, we [Robert and Lancelin] asked my lord Burchard, count of Vendôme, to hear and witness this with some of his barons; not because anything from that land or the possessions appurtenant to it pertain to him by right of a *casamentum*, but only because he is a powerful man, and ought to protect and guard that mentioned abbey for the honour God in as much as he is able.[98]

Here then, the consent of Lancelin de Beaugency is distinguished sharply from that of Burchard de Vendôme;[99] the explicit statement that Burchard participates not on any proprietary grounds, but as a 'local big man', as it were, only serves to emphasise the implied tenurial dimensions of Lancelin's own consent, expressed with a *de cujus* clause.

De cujus clauses need to be read alongside disparate formulae expressing consent, for it is these that begin to contextualise the wider meanings of consent. Analysis of the diplomatic of consent yields three principal points: i) the lord's role as expressed in consenting verbs was conceptually distinct from that of the grantor; ii) the range of possible verbs to express this role suggest that consent was understood to be multifunctional, rather than the observance of a single specific norm; iii) consent clauses express a close relationship between lordship and landholding, and emphasise the tenurial dimensions of the practice. The importance of the practice of consent is further revealed by the development of a distinct formula – the *de cujus* clause – to convey the meaning and import of this practice. However, none of this brings us any closer to understanding *why* lords consented, so it is to this subject that I now turn.

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[97] *…Lancelinus de Balgentiaco, qui donum ipsum manu propria mecum ex una parte illud tenens super altare imposuit, terramque ipsam sicut alodium suum tam donavit quam auctorizavit, annuente gratanter filio suo Radulfo, de quorum utrorumque beneficio cum redditibus suis omnibus existere comprobatur*: *TV* 299.

[98] *Ut autem donum istud meum firmiori adhuc stabilitate perpetualiter maneat dominum meum Burchardum comitem Vindocini ad hoc audiendum testificandumque, cum quibusdam de baronibus suis, venire rogavimus, non quod ad eum de terra ipsa vel de rebus ad eam pertinentibus casamenti jure quicquam pertineat, sed propter hoc solum quod potens homo est, et memoratam abbatiam tueri et custodire debet ad honorem Dei quantum potest*: *TV* 299.

[99] Note that in a subsequent dispute over the property between the monks of La Trinité and Robert's heir, Bertrand, it is Lancelin de Beaugency who defends the grant: see *TV* 340 (1092).

REASONS FOR CONSENT

Some charters state that grantors and/or beneficiaries desired the consent of lords because it was believed to make a grant more secure. After Reginald Papillon gave a chapel to the monks of Saint-Serge, the same monks went to Guy de Laval, by whose gift Reginald held the chapel, 'because they did not think the gift would be stable unless [it had] the authority of Guy.'[100] And the consent of Walter de Montsoreau was sought by the monks of Saint-Aubin, 'since this gift was unable to be secure unless Walter, to whose fief that land pertained, would consent.'[101] Statements like this may reflect an underlying norm that grants *should* be made with the consent of lords, though do not explain why that was the case. Consenting language raises a few possible explanations. Grantors who held land within the *casamentum* of their lord – i.e., near or on land connected with housing in some way – may have found themselves under greater pressure to obtain consent by merit of physical proximity to the lord.[102] Likewise, grants where an individual explicitly held 'by the gift' of his lord imply a distinction between inherited and acquired property, whereby lords may have had a greater interest in the alienation of acquisitions.[103] Unfortunately, however, reliably distinguishing acquisitions from inherited lands in grants is seldom possible,[104] and at any rate, lords also consented to lands which the grantor clearly possessed by hereditary right.[105]

Some general outlines can be drawn about the reasons underlying consent, particularly when consent clauses are read alongside advance confirmations. I shall stress here the desirability, rather than the necessity of consent. I organise my discussion around three themes: concerns for services, desire for protection, and wider issues regarding patronage.

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[100] *...quam tenebat munere Guidonis de Lavalle. Quod donum non aestimantes nos firmum esse nisi auctoritati ipsius Guidonis*: *SSE* i 9 (1046 x 56).

[101] *…et quoniam hoc stabile esse non poterat nisi Walterius de Monte Sorello ad cujus fevum totum hoc donum pertinebat, concederet*: *SAA* 899 (1087). See also *SAA* 96 (*c.*1095), *SAA* 751 (*c.*1100); *TV* 49 (1043) for similar statements.

[102] Cf. Wood, *Proprietary Church*, p. 588, n. 23 makes a similar type of comment about the lord's *casamentum*.

[103] Hudson, *LLL*, pp. 209-10.

[104] In addition to grants in which a donor gave land held 'by gift' of his lord, cited above, p. 28; see also grants in which individuals seek the consent of lords 'from whose fief' they purchased the property: *SAA* 263 (1060 x 67), or *SSE* ii 150 (*c.*1100), in which Lebert de Morannes alienated 'what he had acquired through his service, not by hereditary right' (*quam per servicium suum non ex hereditario jure adquisierat*). See also *SSE* ii 172 (1056 x 82) for a similar distinction.

[105] E.g., *SSE* i 51 (1040 x 46); possession 'by hereditary right' may of course refer to the terms of the lord's grant to his man, rather than to the origin of the property in question.

Services

Concerns over services emerge most clearly in clauses of advance confirmations permitting future acquisitions for the grantee, which present matters from the lord's perspective. In a grant of 1056 x 1082, Geoffrey de Jarzé sold the monks of Saint-Serge a chapel, and included a licence for the monks to acquire whatever they could from the men (*homines*) of Jarzé, by purchase or by gift, on condition that he not lose his service.[106] Likewise, in 1096 Fulk de Matheflon gave the monks of Saint-Aubin the chapel of Saint-Pierre de la Cropte along with an advance confirmation, but reserved acquisitions resulting in the loss of all his service.[107] Reservations of service are relatively common in these clauses, though rarely do charters specify what services were actually meant. One states 'military services' in particular,[108] though more common is the generic *servicium*,[109] or the lord's right (*jus*).[110] Prudent lords, or perhaps prudent charter draftsmen, no doubt assiduously sought to include provisions about services when composing advance confirmations in order to forestall potential disputes. After the monks of Saint-Serge acquired land from one Ivo in 1082 x 1093,[111] Abbot Achard went to Renault de Château-Gontier at his castle, and asked him to consent. He complained that Renault had already given his consent, 'not for any one thing, but for all things we [the monks] were able to acquire in his entire *honor*.' After a charter recording this promise was read out, Renault did not deny that he had indeed consented thus, but that he had done so on condition that he not lose his service, which the abbot was unable to deny.[112] The charters concerning this affair are

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[106] *...et concessit quidquid homines de Jarziaco vendent, vel dabunt, vel dimittent quoquomodo ita ut totum servitium suum nunc perdat*: *SSE* i 177.

[107] *...auctorizavit quoque eis quicquid in omni terra sua dono vel emptione adquirere possent, preter amissionem totius servitii sui*: *SAA* 742.

[108] *...et quodcumque donatione vel emptione monachi ibi adquirere potuerint similiter concesserunt, exceptis militaribus serviciis*: *SAA* 632 (1100). Cf. *FON* 338 (1125 x 49) which reserves a 'knight' (*preter militem*), which presumably means military service.

[109] See: *SAA* 292 (c.1070), *SAA* 345 (1096), *SAA* 382 (1082 x 97), *SAA* 765 (1082 x 1106), *SAA* 823 (c.1090); *SMG* 18 (1102 x 25); *SSE* i 125 (1080s/90s); 'Chartes angevines', no. 10 (1070 x 75), 'Chartes angevines', no. 22 (*c.*1097). For a reservation of 'customs', in addition to service, see *SAA* 927 (1082 x 1106). For a reservation of rents, see *SSE* i 156 (1096).

[110] E.g., a late example in *SSE* ii 363 (1162 x 68); cf. *SAA* 711 (1138), in which the lord reserves both his own right, and that of his vavassors:*…ut servitium suum de vavassoribus proinde non amittat*.

[111] The grant is recorded in *SSE* ii 198.

[112] *...rogavit ... ut huic donationi seu venditioni de predicta decima quam fecerat memoratus Ivo assensum suum preberet, quamquam jam dudum hoc ipsum fecisset, non de una qualibet re, sed de omnibus quas in omni honore ejus adquirere poterimus ... que concessio etiam hic recitata est. Quam ille factam fuisse non tacuit ut servitium suum inde non perderet. Nos vero vera dicenti contradicere nequivimus. Denique petioni domni abbatis gratanter annuit…*: *SSE* ii 199 (1082 x 93).

frustratingly terse, and interpreting the matter is made the more difficult for the lack of Renault's earlier advance to Saint-Serge. It is likely that Ivo made his gift in such a way as to deprive Renault of services, and that the original advance confirmation may have contained no such protection of the lord's services. Regardless, Renault's case does illustrate that a concern over services animated negotiations about seignorial consent.

The most obvious means of attempting to ensure that a lord's claim upon services was protected was to ensure that grants be made reasonably. The adverb *rationabiliter* appears only with extreme rarity,[113] though acquisitions made *legitime* or even *canonice* may likewise imply grants be reasonably made.[114] More often, advances sought to ensure reasonability by barring potential benefactors from alienating their entire fief or *casamentum*. In *c*.1070, Gerard the seneschal gave such a grant to the monks of Saint-Aubin, stating that his *casati* were not to give or sell the entirety of their fief, 'because then, without a doubt, he and his heirs would lose all the service from them.'[115] Some charters single out the tenant's *caput feodi* for protection;[116] more often the tenant is simply cautioned against giving away too much of his tenement.[117] In one case, potential alienors were permitted to grant up to half of their fief, in another, up to three manses (*mansurae*);[118] one clause simply forbad the alienation of a *casamentum militis*.[119] And a grant from *c*.1037 made to La Trinité saw the grantor seek the permission of his lord to alienate his 'whole fief (*fiscum*)', which gives the impression that consent was sought for an unusual grant.[120] There must often have been debate about what constituted a reasonable grant, and providing answers to this may often been a matter for the lord's court, thus encouraging the

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[113] See *TV* 457 (1102 x 19); for a late example, *SJH* 4 (1181), which is a royal charter confirming the foundation of L'Hôpital de Saint-Jean.
[114] *TV* 129 (*c*.1058); *SAA* 262 (1069 x 87); *SSE* ii 314 (1058). See also *TV* 290 (1080) for lands acquired *juste*.
[115] *…concessit Deo et sancto Albino et nobis quicquid in toto fevo suo, vel dono vel emptione, possemus adquirere ita tamen ut casati sui totum fevum suum non donarent nobis aut venderent, quia tunc sine dubio ipse et heredes sui totum servicium suum ex eis perderent*: *SAA* 371.
[116] I have only found examples of this in the charters of Fontevraud: see e.g., *FON* 327 (1115 x 46), *FON* 540 (1115 x 49). Protecting the *caput* was probably connected to the collection of services at a specified location.
[117] E.g., *SAA* 355 (*c*.1057), *SAA* 382 (1082 x 97), *SAA* 748 (*c*.1097), *SAA* 904 (1087 x 1106).
[118] *SSE* i 56 (1046 x 56) and *TV* 290 (1080) respectively.
[119] *SAA* 900 (*c*.1087).
[120] *…postulavit ab eodem domino suo Hildegaldo quatenus ejus favore liceret ei totum fiscum suum praescripto monasterio dare*: *TV* 13.

involvement of the lord and his barons.[121] Barons would have acted as important checks upon any latent discretionary power of the lord, and probably served an important function of assessing the reasonableness of a grantor's gift, or assessing whether a grant was being made lawfully. Grantors may equally have had friends or relatives within a lord's baronial entourage as well, and thus such figures could have helped plead a grantor's case of reasonableness, if one needed to be made.

In turning to the grantee's perspective, services similarly emerge as a key concern underlying the consent of lords. Consenting lords sometimes waived all services due to them.[122] Such cases conceive of the lord as grantor of the services, and the man as the grantor of the land.[123] The separation of roles like this softens any arguments for seignorial control since the lord's involvement need not be necessary in such circumstances. For churches, the desirability of having services waived is clear. Heavily-burdened land, for instance, was simply not that valuable. Thus, despite having received land from Vitalis du Puy in 1113 x 1133, for example, which included the consent of Vitalis' mesne lord, the monks of Saint-Serge were unable to enjoy possession of the land for a long time because it included heavy demands for services and tallage owed to the *capitalis dominus*, Helias de Morannes. It was only after Abbot Peter gave Helias 100*s*. that the monks were able to take up possession of the land.[124]

Alternatively, the granting of consent may have amounted to a confirmation of the beneficiary's tenure, such as when in 1046 x 1055 Tescelin sold land to Saint-Serge which he had by gift of Roger de Montrevault, and Roger consented so that 'just as Tescelin held it free and quit, so the monks of Saint-Serge may hold it thusly, and possess it with all *vicaria* and other customs.'[125] The occasion of consent could present opportunities for negotiation over services, though such negotiations remain largely beyond the ken of charters. In 1060 x 1081, for example, the monks of Saint-Aubin bought land at Migré which was from the *casamentum* of Gerois de Beaupréau, and for which he was accustomed to demand revenues or customs each year. Abbot

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[121] E.g., *SAA* 340 (1096); *SSE* i 335 (1104); *TV* 163 (1062).
[122] See e.g., *SSE* ii 106 (1100 x 11), *SSE* ii 240 (1130 x 50); *SAA* 266 (1080s?), *SAA* 800 (1132); *TV* 427 (1112).
[123] Cf. Hudson, *LLL*, p. 218.
[124] *Postea vero diu mansit inculta propter capitalem dominum Heliam scilicet de Morennis qui requirebat servitium et talleias ex ea*: *SSE* ii 195.
[125] *...ut sicut prefatus Thescelinus terram habet solidam et quietam ita et monachi Sancti Sergii eam teneant et possideant cum omni vicaria cunctisque consuetudinibus ad eam pertinentibus*: *SSE* ii 319. See also *SAA* 303 (*c*.1090) for another confirmation of the tenurial status quo.

Otbrand then went to Gerois to admonish him to release the land from these services, but Gerois was unwilling, until the abbot sweetened the deal by offering him some coin.[126] Sometimes ecclesiastical beneficiaries must have been hopeful in taking a grant for confirmation to the lord that he would release them from services, though this need not always have happened. The monks of Saint-Serge went to Haimo Guischard to have him confirm their acquisition of the fief of Stephen de Gizeux; Haimo confirmed, provided the monks continue to render 'military service' to him.[127] It was not until the death of Haimo's stepson, Geoffrey Festuca, that the monks of Saint-Serge obtained a remission from this, as Haimo waived it for the soul of Geoffrey.[128]

Even if grantees could not convince a lord to waive services, seeking consent was still desirable since granting entailed further tenurial implications, particularly concerning how a lord would collect or enforce services. Beneficiaries here might have been particularly keen to attempt and protect newly acquired properties from distraint for arrears of services. The monks of Saint-Serge, for instance, received land owing 2*s*. of rent to the donor, but had the grantor's lord promise that should the donor fail in his service to the lord, then the monks will render those 2*s*. to the lord instead, and possess their land in peace.[129] Equally, the monks of Saint-Aubin obtained a promise from a grantor's lord that should the grantor, Durand, commit some offence concerning service, then the lord, Hamelin, would exercise distraint (*vindicare*) 'not upon the alms, but upon another fief.'[130] The opportunity to discuss and negotiate such concerns would have been desirable to the lord as well. Enforcement of services could be costly and time-consuming; moreover, there was considerable moral pressure against distraining church lands.[131] A Saint-Maur

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[126] *…ex cujus cultoribus Girorius de Bello Pratello quosdam reditus sive consuetudines, quoniam de suo casamento terra illa erat, jure per annos singulos extraebat. Quapropter cum idem Girorius a supradicto abbate et monachis admonitus fuisset ut Deo et sibi terre illius cultores ab omni servitio seu redditione in perpetuum liberos acclamaret, et ille eis obtemperare renuisset, consilio fratrum, dedit illi abbas aliquantos solidos*: *SAA* 129 (1060 x 81).

[127] *…tali conditione ut monachi ei redderent militare servitium*: *SSE* i 209 (1082 x 93).

[128] *SSE* i 210 (*c*.1095); Geoffrey Festuca was killed at Passavant, in 1095: see *CN* 58 (1095).

[129] *...ut si aliquando predictus Ivo aut heredes ipsius defecerint a servitio jam nominati Johannis vel successorum ejus monachi predictos duos solidos reddent Johanni et heredibus ejus et sic predictam terram in pace possidebunt: SSE* ii 59 (1056 x 82).

[130] *…ita scilicet quod si predictus Durandus injuriam eis de servicio feodi sui faceret, non se super elemosynam, sed super alium feodum vindicarent*: *SAA* 207 (1127 x 54). The promise is made by Hamelin and his son, hence the plural verb. For similar promises, see *SAA* 121 (1120 x 27) and *SAA* 153 (*c*.1160).

[131] Cf. Hudson, *LLL*, pp. 217-8; cf. ibid., pp. 26-51 for discussion of distraint more broadly.

example is instructive here. On his deathbed, Geoffrey *Chariu* confirmed a series of earlier gifts made by his tenants, and further told his sons and heirs never to inflict violence upon church lands, but to distrain (*se vindicare*) for some injury over service directly against their 'rebels.'[132] This rare example of paternal advice about good lordship implicitly associates bad lordship with those who would distrain ecclesiastical lands.[133] Promises to spare church lands from disciplinary action no doubt satisfied ecclesiastical desires for as much control as possible over their lands, but also served lay ambitions by presenting such promises as acts of good lordship, whilst perhaps glossing over the fact that the realities of pursuing disciplinary action against church lands could create more problems for lords than it was worth.[134]

Services probably, therefore, account for a large part of the lord's interest in grants. Advance confirmations at the very least assume a supervisory interest on the part of the lord to protect his quantum of services, though beneficiaries likewise shared this concern, and may have been just as instrumental in soliciting seignorial consent as lords were in enforcing it. But concerns for services only make lordly participation desirable, not essential. Grantors no doubt made arrangements with beneficiaries whereby either party continued to render services to the lord.[135] Equally, grantors could simply alienate the service attached to the land.[136] A grant of 1149 x 1151 made by Abbot Robert of Saint-Aubin to Joscelin de Tours, for instance, allowed subsequent alienation by Joscelin or his heirs to other laymen, provided that he include the service due from the land as well.[137] Services must have formed one of the central topics of negotiation when making a grant, but such negotiations need not have necessitated the lord's involvement.

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[132] *...coram testibus donum predictum confirmavit interdicens filiis suis ne locum illum vi ulla perturbarent sed si homines de suo fisco tenentes suum eis servicium contradicerent non de rebus ipsius loci se vindicarent, sed super suos rebelles*: *SMG* 60 (1144).

[133] Cf. a similar story about the advice given to his sons by the lord of Maule, recorded in Orderic Vitalis, *Ecclesiastical History*, trans. M. Chibnall, vol. iii, pp. 195-7.

[134] See the following chapter.

[135] Most often the grantor promised to continue performance of service: see e.g., *SSE* ii 1 (1100 x 10), *SSE* ii 106 (1100 x 11), *SSE* ii 360 (*c*.1100); *SAA* 115 (1119), *SAA* 207 (1127 x 54), *SAA* 715 (1139).

[136] See e.g., *SSE* i 209 (1082 x 93), *SSE* i 227 (1056 x 82), *SSE* i 323 (1096); *TV* 324 (1085).

[137] *…laicis autem personis dare aut vendere aliquando si voluerint poterunt, solummodo tamen cum servitio*: *SAA* 453. Abbot Robert forbad alienation to other churches. Cf. Maitland's statement: 'nothing that the tenant can do without his lord's concurrence will remove from the land the burden of that service which is due to his lord from him and from it. The tenement itself owes the service….' See Pollock and Maitland, *HEL*, i, p. 330 and Hudson, *LLL*, pp. 211, 217-8.

Protection

Lordly consent may also have made grants more secure by amounting to a form of protection.[138] Some consents were associated with the lord's warranty.[139] Hamelin de Méral, for instance, as he lay on his deathbed commended his *honores* and daughters to his lords, Guy de Laval and Renault de Craon, and begged them tearfully to consent to and warrant the gift he was making to Saint-Serge.[140] Promises of 'defence' (*defensio*), 'protection' (*tutela*),[141] or something amounting to warranty were sometimes explicit,[142] but there is some evidence that consent on its own may have engendered expectations that the lord would continue to defend the grant. In 1151, for instance, Aimery de la Jaille, when dying, made a gift to Saint-Aubin. Shortly after his burial the monks went to his lord, Fulk de Candé, and asked him to consent because the gift was from his fief, which he did.[143] Sometime later, in 1155, a woman named Lora, the wife of Aimery's uncle, challenged the gift, whereupon the monks went back to Fulk seeking his counsel and aid (along with Joscelin de Tours).[144] These two convinced Lora to abandon her challenge, and during her quitclaim, Fulk de Candé again consented (*confirmare*). Fulk's original consent, then, seems to have created an expectation of future aid. As the Lora case makes clear, protection was desirable against a donor's kin. Grants made with the consent of the lord, or in the lord's court, could act as a deterrent to potential kin-based claimants, or may have provided an opportunity for lords to persuade potential claimants not to challenge.

Alternatively, complicated or potentially troublesome grants, such as mortgages, might make the involvement of the grantor's lord particularly desirable,[145] as might grants in which the intentions of the donor were in doubt. In 1058, for instance, two brothers approached the monks of La Trinité wishing to make a gift of five manses of

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[138] This is definitely the case with Robert de Moncontour's grant to La Trinité (*TV* 299).
[139] On warranty, see below, chapter 3.
[140] *SSE* i 55 (1093 x 1102). Note, the fact that it was a deathbed gift may have made the lord's role more important.
[141] *SSE* i 157 (1096), *SSE* i 335 (1104).
[142] *SAA* 121 (1121 x 27), *SAA* 361 (1060 x 81), *SAA* 667 (1082 x 1106), *SAA* 825 (1082 x 1106); *SSE* ii 15 (*c*.1100), *SSE* ii 120 (1056 x 82), *SSE* ii 360 (*c*.1100); *TV* 184 (1067).
[143] *SAA* 663 (1151 x 55).
[144] *…tandem salubri utentes consilio, Goslenum siniscallum domini Hainrici illustris Anglorum regis, dominumque Fulconem de Candeio humiliter adierunt querimoniaque sua apud eos deposita, consilium auxiliumque petentes ab eis impetraverunt*: *SAA* 663.
[145] E.g., *SSE* ii 308 (before 1093); *TV* 444 (1123).

land, *ad succurrendum*.[146] The brothers, Geoffrey and Richard, alleged that they held the manses from Hubert Avesgaud, but the monks knew this to be untrue, since the brothers only held one of the manses from Hubert, and the other four from Geoffrey Martel. Thinking that the brothers 'were acting fraudulently against their lord', and worried that if they accepted the land, they would be unable to defend their claim upon it, the monks went to Count Geoffrey, explained the whole matter, and asked him to consent to the grant, which he did.[147] This is the only explicit example I have found in which a prospective grantor seems to have been deliberately acting to the disadvantage of his lord, but the brothers Geoffrey and Richard had good reason. They were *servi* of Geoffrey Martel, but had abandoned Geoffrey during one of his conflicts with Blois, and fled to the court of the count of Blois, an act of disloyalty for which they were blinded once apprehended by Fulk the Goose, on Geoffrey Martel's behalf.

Protection must often have been directed against lords themselves, and this emerges clearly in cases where multiple lords consented to a grant.[148] In some instances, separate lords were consenting to particular pieces of property comprised in a grant,[149] and in a number of cases the presence of multiple lords represented a clear tenurial hierarchy. Sometime before 1093, Orranus gave a bordage of land to Saint-Serge, with the consent of three lords: his immediate lord, Walter; John, son of Terricus, 'from whom Walter held'; and Gerois de Beaupréau, the 'lord of all of them' (*senior horum omnium*).[150] Likewise, a number of grants were made with the consent of the donor's *capitalis dominus*,[151] which probably reflects a desire to procure the approval of the overlord. In some cases, it is clear that the mesne lord has been passed over completely by a beneficiary (perhaps also grantor) seeking the

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[146] *TV* 122.
[147] *In hoc etiam contra dominum suum comitem Gaufridum fradulenter agentes…Quod cum ita esse monachi Sanctae-Trinitatis perpendissent, scientes hoc certissime quod illam terram quam forfecerant eis minime vindicare praevalerent, perrexerunt ad comitem Gausfredum eique totam rem per ordinem narraverunt, et ab illo expostulaverunt quatinus eis terram quam supramemorati fratres obtulerunt auctorizaret*: *TV* 122.
[148] Roughly 22% of my sample saw multiple lords consent (51/228).
[149] E.g., *SMG* 26 (1040 x 45).
[150] *SSE* ii 81; an alternative version is recorded in *SSE* ii 311 (before 1093). For similar examples, see *SSE* i 25 (1056 x 82).
[151] *SAA* 96 (before 1095), *SAA* 695 (s.d.); *SSE* i 157 (1096), *SSE* i 184 (1082 x 93), *SSE* i 322 (*c.*1100), *SSE* i 369 (1138 x 41); *SSE* ii 6 (before 1093), *SSE* ii 7 (1093 x *c.*1130), *SSE* ii 17 (*c.*1100), *SSE* ii 22 (1093 x 1102), *SSE* ii 365 (1093 x 1102); *TV* 58 (1040 x 46), *TV* 310. On the phrase, see Lemesle, *La société*, pp. 160-1; Barthélemy, *La société*, p. 558.

consent of overlords.[152] Adelard the monk made a gift to La Trinité, for example, of lands from the fief of Herluin, who held from Hamelin, son of Walter. Only the consent of Hamelin, the *major dominus* was recorded, with no mention of Herluin.[153] And although late, a dispute from Fontevraud is instructive here. In 1170 x 1180, one Geoffrey was wounded whilst on campaign with Henry the Young King, so made a gift of tithes to the nuns of Fontevraud. He called Robert de Blou to his side, and asked him to be the 'guardian and protector' of his gift in alms, since the latter was the *capitalis* and *major dominus* of the fief.[154] The late Geoffrey's mother and brother then confirmed the gift at Fontevraud. But when Aimery de Joireau, who held the tithe in fief from Robert de Blou, heard about this donation, he challenged and seized as much of the tithe as he saw pertaining to the nuns.[155] The nuns therefore went to Robert de Blou, who brought Aimery to justice; this latter was given 20*s*. in charity. Here then both the original grantor and his beneficiary chose the overlord rather than mesne lord to approve and defend the grant, which lead to conflict between the beneficiary and mesne lord. The case suggests that grantors and beneficiaries may at times have exercised choice regarding consenting lords. This further raises the possibility that grantors and beneficiaries passed over mesne lords on occasion, in favour of (theoretically) more powerful overlords,[156] and it at least cautions one that seemingly straightforward consent clauses, particularly by a *capitalis dominus*, may at times hide or circumvent a grantor's mesne lord.

The reasons for this are not difficult to comprehend. The consent of overlords may have been particularly effective at putting pressure on mesne lords who might have been reluctant to consent, or might have been likely to change their minds. One Harduin, for example, made a sale to the monks of Saint-Serge with the *auctoritas* of his lord, Tescelin. Their overlord (*senior utrorumque*) then also consented 'so that he

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[152] Alternatively cf. *SVM* 196 (1097 x 1100) for a dispute brought by a *caput dominus* because he had been passed over for the consent of the direct lord; cited by Lemesle, *La société*, p. 161, n. 92.

[153] *…quod Herluinus tenet de Hamelino, filio Galterii… Et hoc sciendum est quod Hamelinus, major dominus, favit et donum fecit Sancte-Trinitati*: *TV* 207 (*c*.1070).

[154] *…domnum Robertum de Blodio ad se revocavit et in manu ejus alteram partem quam in decima suus pater retinerat supradictis monialibus in elemosina dedit et concessit; eumque, sicut capitalem et majorem illius feodi dominum in quo decima colligebatur, doni sui et elemosine custodem et defensorem consitituit et rogavit*: *FON* 838.

[155] *Quo audito, Aimerico de Joireau, de cujus feodo tota decima sub domino Roberto de Blodio erat, utrumque donum calumpniatus est et partem que ad moniales in decima spectabat occupavit*: *FON* 838.

[156] Though note Hudson, *LLL*, p. 224 on the point that lords may not have been more powerful than their tenants.

would allow no harm or unjust thing be brought at any time upon the monks by Harduin or Tescelin, neither concerning that bordage nor for anything else.'[157] Here was an overlord promising in effect to ensure that a grantor and his mesne lord hold fast to an agreement. Other charters disclose the sorts of charged discussion which could take place at consenting occasions where more than one lord was present. In a confirmation of 1067 x 1082, Abbot Otbrand of Saint-Aubin approached Fulk le Réchin, Robert the Burgundian and Marcouard de Daumeray concerning his abbey's possessions at Durtal. Fulk had recently ejected Renault de Maulévrier and the other inhabitants of the castle, presumably in a political move following the Angevin 'civil war', and gave Durtal to Robert.[158] Abbot Otbrand was apparently anxious because of the change of owners of Durtal, and asked the count what would become of Saint-Aubin's holdings, which the abbey had acquired through gift and purchase from Geoffrey Martel, the bishop of Angers, Agnes the widow of Durtal and her sons. Fulk le Réchin turned to Robert the Burgundian, and is alleged by the scribe to have said, 'You have heard, Lord Robert, what the lord abbot is saying. What will come of his possessions (*res*) which up till now, as we have heard, he held here lawfully.'[159] Robert replied, 'What other manner, lord, than just as is rightful, and as you wish? For my part I grant gladly, for love of you, who have returned to me my right, that they may hold quietly and securely, just as they have held.'[160] The count then turned to Marcouard, and asked what he was planning. But then, Robert the Burgundian interjected, 'Lord Marcouard, I shall tell you what to do. Accept the *beneficium* of Saint-Aubin for your soul and those of your relatives (*parentes*), and grant gladly that the monks may hold just as they have held, for love of God, of St Aubin and of our lord the count.'[161] Otbrand then paid out 100*s*. to Robert, of the old Angevin coin, and £8 to Marcouard of the new coin, and the two lords confirmed the monastery's possessions. Despite its stylised nature, the charter opens a rare window onto the sorts

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[157] *...ut nullam molestiam aut aliquam injustam rem consentiret a Harduino vel Tescelino monachis aliquando inferre, nec de jam dicta borderia nec de aliqua re*: *SSE* ii 345 (1056 x 82).
[158] *SAA* 289. See Jessee, *Robert the Burgundian*, pp. 80-4.
[159] *Audistis domine Rotberte quid dicat dominus abbas. Quomodo erit modo de rebus suis quas hic, sicut audimus, huc usque auctorabiliter tenuerunt*: *SAA* 289 (1067 x 82).
[160] *Quomodo domine nisi sicut rectum est et sicut vos vultis? De mea parte libenter concedo pro vestro amore, qui michi rectum meum reddidistis ut quiete et secure teneant sicut tenuerunt*: *SAA* 289 (1067 x 82).
[161] *Tunc interjecit domnus Rotbertus et ait: Domine Marcoarde, dicam vobis quomodo faciatis. Accipite beneficium loci Sancti Albini animae vestrae et parentum vestrorum, et concedite libenter ut teneant monachi, sicut tenuerunt, pro amore Dei et sancti Albini et domini nostri comitis*: *SAA* 289 (1067 x 82).

of discussion which may have surfaced during consenting occasions. It does not seem that Marcouard, at least, had any choice in the matter, and Robert's willingness to confirm Saint-Aubin's possession out of love for the count hints that from Fulk le Réchin's perspective, Robert did have a choice, but was under considerable pressure to make the right one.[162] The charter is a particularly clear example of the weight micro-political pressures could bear upon consenting occasions, and reveals nicely why the involvement of overlords might be especially desirable.

Patronage

The approval of lords to donations also needs to be understood in connection to wider issues over patronage and piety. Such considerations are important because they address the fundamental issue that most of our evidence concerns grants to churches. I focus here on the ways in which lordly consent was an expression of seignorial goodwill, discussing first how consent reflected solidarity between lord and religious grantee, before examining how consent was an expression of good lordship by reflecting solidarity between lord and man.

Advance confirmations, again, provide the clearest evidence of these issues. Whilst on the one hand, advances indicate a 'relaxation of seignorial control' over individual alienations,[163] there is strong evidence that they may have amounted to promises of future goodwill or benevolence. Such promises did not preclude the continued involvement of lords in subsequent acquisitions by the recipient of an advance confirmation.[164] Indeed, Fulk de Matheflon promised the monks of Saint-Serge that he would agree to all future acquisitions, provided that they were made 'with his consent and counsel', which assumed ongoing and continued involvement, if not control, over alienation.[165] Other clauses stated that the lord would consent to future acquisitions, *and* that he would not demand any payment for his future concession, which again implies continued involvement.[166] Such was sometimes

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[162] The document is especially interesting in comparing how the scribe has represented the interactions between Fulk and Robert on the one hand, and Robert and Marcouard on the other; Fulk's pressures on Robert are largely unwritten, whilst Robert's on Marcouard are very much explicit.
[163] Hudson, *LLL*, p. 227.
[164] Recall the Renault de Château-Gontier example, in *SSE* ii 199 (1082 x 93).
[165] *...insuper concessit ut si quis ex suis hominibus vendere aut dare aut terram vel aliud quid Sancto Sergio vellet, ipse annueret, ita tamen ut ejus consensu et consilio fieret*: *SSE* ii 51 (1067 x 81).
[166] E.g., *SAA* 330 (1056 x 60); *SSE* i 25 (1056 x 82), *SSE* i 145 (1070 x 82); *SSE* ii 148 (1056 x 82), *SSE* ii 159 (1093 x 1102). For a Fontevraud example, see *FON* 105 (1101 x 08). Cf. though, *TV* 206

explicitly equated with a promise of friendship. Thus Adelhelm de Tran granted the monks of Saint-Serge an advance which stipulated that if any of his men gave or sold land to the abbey, the monks would 'seek his consent for free by their own volition, because it was appropriate to act thus to friends and brothers.'[167]

And there were good reasons from the lord's perspective why advance confirmations might have been understood as promises of goodwill which assumed the continued involvement and consent of lords to future acquisitions. Many promises were given in connection to the founding of a priory or the gift of a church.[168] The connection between advance confirmations and gifts of churches allows one to interpret these seignorial promises as efforts to promote and direct local patronage. Such confirmations must have encouraged individuals to patronise the lord's foundation. From the perspective of churches, advance confirmations must have represented a commitment on the part of a lord to continue to support his foundation. The gift of a church or the foundation of a priory by a lord was not only an act of piety commensurate with a lord's status and wealth, but it was also a considerable boon to the founder's hopes for attaining salvation.[169] When lords like Geoffrey de Mayenne or Orri de Beaupréau gave monasteries chapels in their castles, they surely thought such foundations not only added to the prestige of their lordship, but also provided a ready source of prayer and piety close to home.[170] That such foundations were often accompanied with an advance confirmation is therefore not that surprising; the efficacy and spiritual capital seignorial foundations could generate must in part have been measured by the size and extent of their holdings, or in the number of their monks. Drawing attention to these issues not only raises the importance of

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(1056 x 62), in which an advance is given on the condition that the monks of La Trinité will give the lord 'as much as they are able, for his agreement' (*pro favore daremus ei quantum possemus*).

[167] *...inde gratuitum ejus favorem peterent, quod amicis et fratribus congrueret faceret, sua tamen spontanea voluntate*: *SSE* ii 118 (1056 x 82).

[168] 'Chartes angevines', no. 10 (1070 x 75), 'Chartes angevines', no. 22 (*c.*1097); *CN* 63 (1095); *SAA* 287 (1056 x 58), *SAA* 317 (*c.*1080), *SAA* 345 (1096), *SAA* 355 (*c.*1057), *SAA* 376 (1039 x 60), *SAA* 630 (1056 x 60), *SAA* 632 (1100), *SAA* 710 (1138), *SAA* 742 (1096), *SAA* 765 (1082 x 1106), *SAA* 915 (*c.*1045), *SAA* 927 (1082 x 1106), *SAA* 941 (1033 x 36); *SMG* 17 (1066), *SMG* 31 (*c.*1090); *SSE* i 25 (1056 x 82), *SSE* i 51 (1040 x 46), *SSE* i 125 (*c.*1100), *SSE* i 145 (1070 x 82), *SSE* i 151 (1056 x 82), *SSE* i 156 (1096), *SSE* i 177 (1056 x 1080), *SSE* i 184 (1082 x 93), *SSE* i 221 (*c.*1060); *SSE* ii 65 (1062), *SSE* ii 72 (*c.*1093), *SSE* ii 314 (1058); *TV* 35 (1040), *TV* 118 (1057 x 58), *TV* 129 (*c.*1059), *TV* 279 (1079), *TV* 324 (1085), *TV* 342 (1092).

[169] Daniel Pichot, 'Prieurés et société dans l'Ouest, XI^{e}-XIII^{e} siècle. Éléments d'historiographie et premier bilan d'une enquête', *ABPO* vol. 113, no. 3 (2006), pp. 16-7. There is an interesting question of whether the spiritual efficacy of a gift was sometimes measured in its size; was the foundation of a priory more spiritual effective than, say, the gift of a small holding burdened with services?

[170] *TV* 342 (1092); *SSE* ii 72 (*c.*1093).

considering the local setting of gifts to churches, since most must have been intended to form part of the endowment of a priory or local church, but it also helps to explain how seignorial consent functioned as an expression of solidarity between lord and beneficiary church. Such confirmations were probably often seen as a reaffirmation of pre-existing ties between lord and grantee.[171]

Advance confirmations need not, then, have represented a loosening of control or supervision over alienation, but rather a promise to turn a favourable eye towards future acquisitions, perhaps even actively assisting a religious institution in obtaining new lands. In 1097, for example, Berlai de Montreuil-Bellay founded a priory for Saint-Aubin at La Madeleine-sous-Brossay, and included an advance confirmation as part of his original gift.[172] Two further grants made between 1097 and 1107 saw Berlai counselling and urging his men to make gifts to Brossay, even though he had earlier given an advance confirmation. Guy, son of Lawrence, for instance, gave the priory of Brossay a rent of 4 pennies, 'at the urging of Berlai, lord of the castle'; and Hubert du Coudray gave a tithe to the same priory, 'on the counsel, advice and consent' of Berlai.[173] Such examples support the interpretation of some advance confirmations as efforts to promote patronage to a seignorial foundation, but raise questions about how active lords may have been in encouraging their men to make gifts. Consent clauses in which donors acted on the 'counsel' of their lord certainly imply that the lord was helping his man choose the right beneficiary, namely his own foundation.[174] Such grants could just as easily be conceived of as the lord's own grant, suggesting that underlying simple consent clauses may be, on occasion at least, an active and forceful lord ensuring that grants were made to his favoured establishment.

But the interests of lords and men must often have been shared when it came to ecclesiastical patronage. A lord's men were no less sinful than their lords, and had the

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[171] This may offer a possibility, too, as to why spiritual benefits were so rarely accorded to consenting lords. If the consenting lord had, indeed, previously founded a priory or made a substantial benefaction in his own right, then presumably his membership in an abbey's society and benefit would have been assumed.

[172] *SAA* 140 (1097), records a gift of land, 'so that the monks could build a church.'

[173] *…hortatu Berlaii, castri ipsius domini*: *SAA* 143 (c.1097); *…consilio et ammonitu et voluntate Berlaii*: *SAA* 150 (1097 x *c*.1107). Broussillon dates this last charter to *c*.1140, but it is probably dateable to when Gerard was prior of Brossay, since Hubert invests Prior Gerard. The *Vita beati Girardi*, p. 102 recounts that Gerard was at Brossay for about ten years.

[174] E.g., *SAA* 631bis (*c*.1107); *SSE* i 369 (1138 x 41); *SSE* ii 59 (1056 x 82), *SSE* ii 78 (1062 x 82), *SSE* ii 152 (*c*.1100).

same desires to atone for their sins and earn salvation by making pious gifts to churches.[175] Seignorial foundations must have been attractive targets for these pious urges; supporting the lord's foundation served to express solidarity with the lord's own wishes, aiding the lord's salvation by enhancing the capacity for effective prayer at his foundation.[176] Moreover, vassals wishing to make gifts to such foundations probably found their lords more amenable to these gifts, if they were not outright encouraging them to do so. Some foundations, indeed, come across as joint ventures between a lord and his men, giving a strong indication of an alignment of interest. Gerois de Beaupréau's foundation of Saint-Martin de Beaupréau for the monks of Saint-Serge, for instance, was given on the 'advice and praise' of his *fideles*, suggesting that the establishment of the priory was seen to be mutually beneficial to lord and men.[177] Even when a direct connection between a man's gift and his lord's foundation cannot be established, pious motives for gifts must have put lords under moral pressure to support such grants anyways. Good lordship would mean allowing men to provide for their spiritual salvation. Some advance confirmations, for instance, explicitly stated that the lord would consent to gifts their men made at death for the 'relief of their soul';[178] and other consent clauses saw lords consent to the 'alms' granted by their men to religious houses.[179] Gifts made at burials further placed considerable moral pressure upon the lord to approve the donation. The brothers of the late Warner, son of Rivallon, for instance, made a gift for Warner's soul at his burial, where Andrew de Vitré and Garontonus, his lords, consented;[180] and Geoffrey Gaussa consented to a grant for the soul of Aubrey de Laigné which this latter's *fideles* had made at Aubrey's burial in Angers.[181]

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[175] See e.g., *SSE* ii 89 (1056 x 82) in which a donor made SS Serge and Bach his heirs, because 'he knew that he could provide no other heir more dear and useful for both his own soul and those of his relatives than the *fideles* of the Holy Church, by whose prayers he was confident that he would acquire an indulgence for his sins' (*...nullum alium heredem tam anime sue quam etiam suorum parentum cariorem et utiliorem se providere sciens quam sancte Ecclesie fideles quorum precibus suorum peccaminum veniam se adipisci confidebat*).

[176] In this light, however, it is odd how rarely gifts were made *pro anima* for the lord's soul. See *SMG* 23 (1090); *SAA* 174 (1098), *SAA* 880 (1096); *SSE* i 164 (*c.*1087); *TV* 184 (1067), *TV* 427 (1112) for examples.

[177] *SSE* ii 65 (1062).

[178] E.g., 'Chartes angevines', no. 10 (1070 x 75); *SMG* 17 (1066). For distinctions between grants whilst alive, and post-mortem bequests, see e.g., *SSE* i 56 (1046 x 56).

[179] *SAA* 115 (1119), *SAA* 121 (1121 x 27), *SAA* 207 (1127 x 54), *SAA* 339 (s.d.), *SAA* 350 (1129); *SSE* i 227 (1056 x 82).

[180] *SSE* i 190bis (1093 x 1135).

[181] *SSE* i 322 (*c.*1100); see also *SAA* 663 (1151) and *TV* 220 (1070) for other grants made at the occasion of a burial.

These concerns could extend to a moral obligation incurred by lords to provide aid for the spiritual wellbeing of their men. Charters on occasion state that upon learning of a grantor's gift in alms, a lord did not want to diminish or violate the alms.[182] Refusing a dying man's gift of alms was probably subject to strong moral and public censure, even if lords may have had credible and valid proprietary reasons to do so. But lords also sometimes made gifts to churches specifically for the spiritual benefit of their men. Fulk le Réchin, for instance, after the death of his 'beloved' *miles*, Hugh de *Balaone*, was greatly saddened, and 'in accordance with the advice (*sententia*) of Daniel, disposed to redeem his sins with alms', and thus made a gift to the monks of Saint-Serge.[183] Ralph de Beaugency was 'deeply saddened' by the death of his *miles* named Landric, 'a very dear friend', and so brought his body for burial to the monks of La Trinité.[184] Likewise, after the death of Geoffrey Bertin, Theobald, his lord, made a gift to the same monks because Geoffrey had himself made too small a gift, since 'he was far less concerned about his soul than he should have been.'[185] And one Hugh, a *miles* of Adam de Château-du-Loir, 'who had served Adam strenuously in worldly service', wished to be made a monk at Saint-Aubin; Adam therefore told the abbot of Saint-Aubin to make his knight a monk 'out of love for him', and he in turn would abandon the challenges he was bringing upon the abbey's property.[186] Such examples, when read in connection with straightforward charters recording seignorial consent, serve to contextualise underlying pressures and expectations placed upon lords helping to explain why lords consented to grants. When Hamelin de Méral in tears asked his lords to consent to his gift in alms to Saint-Serge, could his lords have reasonably refused?[187] Probably, but the tide of moral opinion probably worked hard to ensure that ordinarily, lords would not deny the pious wishes of a

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[182] E.g., *SMG* 50 (*c*.1145), *SMG* 60 (1144).

[183] *…quidem miles dilectus Fulconis comitis Hugo…cujus morti in tantum compassus est Fulco comes ut juxta Danielis sententiam elemosinis peccata ejus redimere disponeret*: *SSE* i 246 (1082 x 93). The scriptural reference is to Dan. 4:24.

[184] *…qui valde familiaris et amicus erat Radulfi…cujus morte Radulfus ipse non parum maestificatus, cum suis arreptum ad tumulandum huc attulit corpus*: *TV* 329 (1086).

[185] *…de anima sua minus valde quam debuit sollicitus, parum pro ea de rebus suis disponere curavit…dominus ejus, vir nobiliis, in cujus arbitrio et voluntate omnia sua reliquerat, quod ille minus egerat, pietate commotus benigne supplere curavit*: *TV* 374 (1050 x 1100).

[186] *Contigit autem ut quidam miles Adam, nomine Hugo, qui ei de servitio seculari strenue servierat, monachus fieri vellet. Mandavit ergo Adam abbati Otbranno…ut pro amore suo facerent monachum de milite supradicto*: *SAA* 328 (1060 x 67). See also *SAA* 349 (s.d.); *SSE* i 134 (1093 x 1102) for similar examples.

[187] *SSE* i 55 (1093 x 1102).

good vassal. Good lordship meant allowing vassals to make gifts, and consent affirmed this good lordship.

CONCLUSIONS

My conclusions here need only be brief. I have suggested that the consent of lords to grants of land was an important practice. The language of consent presents the lord's role as consenter in a variety of ways, suggesting that the practice should be interpreted as multifunctional, rather than the strict observance of a single legal norm stating that grants be made with consent.[188] The immediate interests of the lord were his services, and such may account for the lord's eagerness to supervise alienations, but also for grantors and grantees to involve the lord in the grant, since it was he who could waive such obligations.

One of the key interests in consent lies in its broader implications for how we think about the relationship between lordship and landholding. Consent illustrates well the close connection between the two. Consent clauses, for instance, regularly explain the lord's role in proprietary terms, particularly through the use of the *de cujus* clause. Further, that such a formula should develop in the first instance is a strong indication of how tightly connected lordship was the landholding. But this relationship need not always be characterised as one of control. Approaching consent strictly from the perspective of control risks missing those occasions when the interests of lord and man were aligned. Lords' consent might be sought for the protection lords offered, or their ability to put pressure on other potential claimants. Consent also needs to be understood within the context of pious gift-giving. For the lord, consent to grants made to his favoured religious establishment was a way of expressing solidarity with a religious community, though such examples of consent may have masked a more active role on the part of the lord who, at times, may have exerted considerable pressure in convincing his man to patronise a chosen foundation. But for the man, consent also expressed solidarity between lord and man. The vassal expected to make gifts for his soul, and must often have expected his lord to help.

[188] Cf. Hudson, *LLL*, p. 208. Note also the conclusions of White, *Custom*, esp. pp. 153-76 regarding the *laudatio parentum*.

Chapter 2: Customs, Services, and Ecclesiastical Tenants

INTRODUCTION

In *c.*1090 William Boverius made a gift of land to Saint-Aubin with the consent of Aubrey *Agaudit*, from whose fief the land came, and to whom the monks continued to owe an annual rent of 18*d*. The monks then held this land for a long time until Aubrey one day, 'irate', demanded additional services from Motbert the monk before Hubert de Durtal, saying that he was owed a horse 'by custom' for the land.[1] The preceding chapter examined the consent of lords such as Aubrey, and established that concerns over services were one of the principal reasons why lords were involved in grants. The present chapter develops this further by exploring disputes over services, such as the one above between lay lords and their tenants of ecclesiastical lands.

The lord's ability to enforce services, together with the tenant's capacity to resist them, were vital indications of the balance of power between lord and man. Such considerations further reveal much about the influence of norms upon lordship, power, and landholding.[2] Previous discussion has tended to emphasise the power of the lord over his tenants, lay and ecclesiastical. In Milsom's 'truly feudal world', for instance, disputes over services and tenure were matters for the lord's court. Here, although custom and the opinion of his court might serve to limit the discretionary power of the lord, there was no ultimate sanction against the lord whose authority was sovereign: 'But so long as the lord's own is the only relevant legal system, the steps can only be customary: there is nobody to make him answer if he abridges due process, or abandons it and acts on his own will without any judgment.'[3] Likewise, *mutationiste* scholarship has tended to integrate analysis of disputes over services into broader arguments about the systemic political and legal change said to characterise the transition from Carolingian to post-Carolingian France.[4] Such arguments have

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[1] *…Willelmus…donavit Deo et Sancto Albino quandam terram que erat de fevo Alberici Agaudit, pro qua solvebat ei decem et octo denarios de costuma, nichil aliud inde solvens; et idem Albericus concessit istam terram Motberto, monacho Sancti Albini, ad eandem costumam. Et ita tenuit Motbertus longo tempore, et postea iratus ille miles accusavit Motbertum ante Hucbertum, dicens quod caballum quendam deberet ei prestare monachus pro hac terra per consuetudinem*: *SAA* 303. The reference to a *caballum* may imply knight's service.

[2] Hudson, *LLL*, p. 22.

[3] Milsom, *Legal Framework*, pp. 8-35, at p. 11.

[4] See above, 'Introduction', pp. 5-8. The classic account is J.-F. Lemarignier, 'La dislocation du "*pagus*" et le problème des "*consuetudines*" (X^{e}-XI^{e} siècles)', in *Mélanges d'histoire du moyen age dédiés à la mémoire de Louis Halphen* (Paris, 1951), pp. 401-410; Poly and Bournazel, *The Feudal*

emphasised two points in particular: first, lords based primarily out of castles imposed these customs arbitrarily and violently upon a subject and vulnerable peasantry, often the dependants of religious houses; and second, victims of lordly violence had no recourse to justice, since public courts lacked the institutional strength and normative sophistication to provide adequate redress for complaints of wrong. 'Bad customs' become bywords for a singularly bad lordship, a lordship which was 'affective', 'arbitrary', 'violent', and even 'inhumane.'[5] This model thus maximises seignorial power to the detriment of those subject to it. Moreover, conflict over services lacked any normative basis, but was instead the product of wilful force.[6] Even in Anjou, where comital authority remained strong, Bisson has written simply that 'regional custom…was slow to develop a jurisprudence of security',[7] again emphasising a climate of oppressive seignorial violence lacking normative dimensions.[8]

This chapter therefore examines whether disputes over services provide evidence of the arbitrary exercise of seignorial power, and whether the lord's will was the prevailing authority in settling such disputes. I develop my argument in stages, beginning with some reflections on the nature and limitations of the surviving evidence. I emphasise in particular the difficulty of interpreting *ex parte* accounts of service disputes. Next, I consider the rhetorical strategies employed by ecclesiastical scribes when narrating such conflict. I emphasise the breadth of rhetorical choice, whilst drawing attention to the close, inter-dependant relationship between complaints of wrongdoing, and the fora to which such complaints were taken. The final substantive section then examines the conduct of disputes over services, focussing especially upon the role of courts and norms as restraints upon seignorial power. I

Transformation, pp. 33-4. See also E. Magnou-Nortier, 'Les mauvaises coutumes en Auvergne, Bourgogne méridionale, Languedoc et Provence au XI^{e} siècle', in *Structures féodales et féodalisme dans l'occident méditerranéen* (École Française de Rome, 1980), pp. 135-72 for helpful discussion. In England, complaints over customs surface most during the reign of Stephen; see E. King, 'The Anarchy of Stephen's Reign', *TRHS*, 5th series, vol. 34 (1984), esp. pp. 138-46. See also Henry I's 'coronation charter' cap. 1, in which Henry I abolishes 'all evil customs', in W. Stubbs, *Select Charters and Other Illustrations of English Constitutional History from the Earliest Times to the Reign of Edward the First* (9th ed., Oxford, 1913), pp. 117-8. This last point, along with the historiographical setting of 'evil customs' more broadly in French scholarship, is discussed in S. D. White, 'Bad Customs (*malae consuetudines*) in Eleventh-Century France', in *Custom: The Development and Use of a Legal Concept in the Middle Ages* ed. P. Andersen and M. Münster-Swendsen (Copenhagen, 2009), 51-65 at pp. 55-58. See also Billado, 'The Politics of "Evil Customs"', pp. 1-7.

[5] Each of these adjectives is from Bisson, 'The "Feudal Revolution".' For affective, see pp. 18, 19, 23, 38, 40; arbitrary: pp. 7, 22, 30, 35, 40; violent: pp. 6, 14, 20, 30, 41; inhumane: p. 18.

[6] E.g., ibid., pp. 19, 31.

[7] Bisson, *Crisis*, p. 137.

[8] See further, in reference to Anjou, ibid., p. 138 where Bisson writes of a 'sphere of oppressive violence', emanating from Angevin castellan-based lordship.

then conclude with broader reflection about the interpretation and significance of disputes over services and customs.

EVIDENCE

I have found 99 cases from *c*.1000 to *c*.1150 in which a lay lord demanded services or customs from the tenants of ecclesiastical lands.[9] Such cases were disputes in which an ecclesiastical community (usually monastic) complained about a demand for services or customs made by a lay lord or his agents. These were complex multilateral disputes, often involving at least three parties, sometimes four or five – lay lord, monastic lord, dependants, and perhaps the agent(s) of the lay and/or monastic lord.[10] The earliest cases I consider date from around the year 1000;[11] thereafter, the survival of cases grows slowly. There are six cases falling within the period 1025 x 1049, then sixteen from 1050 x 1074. The majority of cases date from 1075 x 1124, with twenty-six and twenty-seven from each twenty-five year period on either side of the year 1100.[12] After 1125, cases start to become less frequent: seventeen from 1125 x 1149. Four of my cases date to *c*.1150,[13] and one is undated.[14] Whilst the chronology of these cases is largely a reflection of wider patterns of documentary survival, it is worth stressing that there is no great concentration of disputes of this sort around the

[9] For disputes of this sort between two ecclesiastical institutions, see e.g., *SL* 11 (1096 x 1101); *SSE* ii 300 (1072 x 76), and more broadly, Billado, 'The Politics of "Evil Customs"', pp. 204-28.
[10] See further the reflections in White, 'From Peace to Power', pp. 11-13.
[11] There are only two from the period 1000 to 1024: *Livre noir* f.26^{v}, no. 42 (*c*.1000), *Livre noir* f.28^{r-v}, no. 45 (990 x 1011).
[12] Roughly 54% of all cases (53/99) fall within the period 1075 x 1124.
[13] *SL* 32 (*c*.1150); *SSE* i 371 (*c*.1150), *SSE* i 403 (1150 x 51); *SAA* 949 (1151). For cases from the second half of the twelfth century, see e.g., 'Chartes angevines', no. 40 (1190), with discussion in Lemesle, *Conflits*, pp. 280-1; Boussard, *Le comté d'Anjou*, pièces justificatives, no. 5 (1156 x 57), no. 6 (*c*.1165); *SAA* 808 (1165 x 89).
[14] *SAA* 389.

year 1000,[15] and rather, that such conflict may reflect more a 'mutation de l'an 1100.'[16]

Identifying disputes of this sort can pose certain challenges. First, monastic scribes could present them a number of ways. Scholars have been most drawn to records employing the language of 'evil customs', but it is important to stress that this was a single option amongst many. Some records could present the dispute as one between a religious community and the agents of a lord, whereas others might have the appearance more of an inheritance dispute between lay lord and religious house. Equally, it is often in the settlement of these disputes, which contain detailed provisions about when, where, and to whom services are owed, that one can identify a particular case as pertinent to a lord's concerns over services or customs. Secondly, charters may mask the frequency of this type of conflict. Charters recording gifts or confirmations of customs, for example, may actually have stemmed from challenges, and there could have been strong reasons for why an ecclesiastical scribe might have wished to suppress a context of conflict and duress when presenting the acquisition of customs by his house. Likewise, much conflict may lie hidden. Lords probably made regular small requests for service or aid from their ecclesiastical tenants, which may easily have resulted in disagreements or conflict which simply has not survived in the charters. Moreover, it is vital to stress that outright ecclesiastical defeats may not have been written down at all. Thirdly, these cases present broader problems of interpretation, especially concerning the ways in which charter draftsmen depicted the tenurial dimensions of the relationship between church and lord.

Conflict surfaced over a wide range of services and customs.[17] Sometimes monastic scribes complained simply that a lord had demanded generic customs

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[15] The earliest Angevin example dates from 978/9, and concerns a remission of customs by the count of Blois which the monks of Saint-Florent alleged were unjust: ADML H 1840 no. 1 (978/9); cf. the copy in the *Livre noir* f.12^{r-v}, no. 14. This example together with the next one have not been included because they record remissions and quitclaims, rather than a record of a dispute providing information about the methods of dispute-settlement; the distinction is not always easy to make. There is another example of remission dating to the year 1000, surviving from the records of Saint-Maurice: *CN* 22 (1000). On these texts, see Billado, 'The Politics of "Evil Customs"' pp. 12ff. and 188-90. See also Barton, *Lordship*, pp. 132-3 for examples of similar complaints from the ninth century, further complicating the chronology of the 'feudal revolution.'

[16] See D. Barthélemy, 'La mutation de l'an 1100', *Journal des savants* (2005), pp. 3-28. See also idem, *La société*, pp. 735-45 for similar reflections connected specifically with customs and services – what Barthélemy calls 'fiscalité'.

[17] See *SSE* ii 139bis (*c*.1100) for a claim for *servitia et consuetudines*.

(*consuetudines*) from their dependants.[18] More often, scribes mentioned that a specific service or custom lay at the root of the conflict. The *commendise* for example – payments in return for protection –[19] appears five times; conflict over this seignorial exaction seems to have been linked to frontier zones, where disputes over the *commendise* were connected to wider political conflict between lords.[20] The *commendise* may have led to claims for other services as well: two examples state this explicitly, noting that a dispute followed 'on the pretext of the *commendise*', while a Marmoutier charter states bluntly that the *commendise* is the 'head' (*caput*) from which all other customs derive.[21] Some of these other customs could include tolls (*pedagium*, *passagium*, *vendae*);[22] rents of various forms (*census*, *terragium*, *vinagium*);[23] rights of justice (*vicaria*);[24] pannage or pasturage rights;[25] rights to collect wood;[26] tallage (*talleia*), especially from *c*.1100 onwards;[27] or various

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[18] E.g., *Livre noir* f.51^{v}-52^{v}, no. 92 (*c*.1070); *TV* 100 (1054), *TV* 297 (1068 x 78), *TV* 400 (1100), *TV* 412 (1105), *TV* 417 (*c*.1107); *CN* 56 (1092); *SSE* ii 56 (1138 x 50), *SSE* ii 69 (1093 x 1102); *SAA* 674 (1142). Very occasionally these generic customs are qualified as 'evil': e.g., *SAA* 220 (1080 x 82); *Livre noir* f.26^{v}, no. 42 (*c*.1000); *SSE* ii 17 (*c*.1100). For a remission of 'evil customs', see *TV* 174 (1060 x 64). On the rhetorical elements of the qualifying adjective 'evil', see Billado, 'The Politics of "Evil Customs"', passim. See also Barthélemy, *La société*, p. 350: 'La mauvaiseté et l'injustice desdites taxations sont évidemment un jugement de valeur….'

[19] On this, see P. Duparc, 'La commendise ou commende personnelle', *BÈC*, vol. 119 (1961), pp. 50-112, esp. pp. 61-78 for northwestern France.

[20] E.g., *SAA* 146 (1114), for a dispute between the monks of Saint-Aubin and Aimery of Thouars over the *commendise* from the abbey's dependants at Brossay, a priory founded by Aimery's Angevin rival, the lord of Montreuil. It is hard not to connect this particular dispute to the 'almost century-long feud' between Montreuil and Thouars: the description is from Barton, *Lordship*, p. 142. For other examples of the *commendise*, see *Livre noir* f.28^{r-v}, no. 45 (990 x 1011), *Livre noir* f.28^{v}-29^{r}, no. 46 (*c*.1040); *TV* 318 (1084); *SSE* ii 349 (1056 x 82).

[21] For the 'pretext of the *commendise*', see the *Livre noir* examples cited in the preceding note. For the Marmoutier charter:*…quoniam caput earum [consuetudines] est, de qua praemisimus, commendatitia et ex ejus occasione omnes pullulaverant*: *MD* 104 (1040 x 56); see, Duparc, 'La commendise', p. 70 for this example; cf. Barthélemy, *La société*, p. 328 and n. 368. I follow the date for this charter given by Barthélemy.

[22] *Pedagium*: *SL* 5 (1111); *TV* 77 (1040 x 49); *SAA* 151 (*c*.1140), *SAA* 220 (1080 x 82). *Passagium*: *SL* 32 (*c*.1150). *Vendae*: *SSE* ii 71 (1069 x 93), *SSE* ii 70 (1100); *SAA* 645 (1127 x 54). On tolls and imposts of this sort, see more broadly, J.-M. Bienvenu, 'Recherches sur les péages angevins aux XI^{e} et XII^{e} siècles', *LMA* 63 (1957), pp. 209-40, 437-67 and Boussard, 'La vie en Anjou', pp. 29-68.

[23] *Census*: *SAA* 381 (1067 x 96), *SAA* 389 (s.d.); *SSE* ii 40 (before 1093), *SSE* ii 126 (1100 x 33); *CN* 96 (1110 x 20). *Terragium*: *SSE* ii 128 (1138 x 50), *SSE* ii 202 (1113 x 33). *Vinagium*: *SAA* 216 (1060 x 67), *SAA* 235 (1087 x 1109); *Livre noir* f.30^{r-v}, no. 49 (1055 x 60).

[24] Often recorded as *vicaria*: *CN* 153 (1122 x 23), *CN* 204 (1125 x 48); *SAA* 220 (1080 x 82), *SAA* 636 (*c*.1125), *SAA* 932 (1129).

[25] Pannage: *SMG* 38 (1067); *SAA* 930 (1103); *Livre noir* f.94^{r-v}, no. 171 (1060 x 80). Pasturage: *SAA* 5 (1040 x 60).

[26] *TV* 239 (1073); *SMG* 46 (*c*.1100 x *c*.1130); *SAA* 7 (1067 x 70); *Livre noir* f.99^{r}-100^{v}, no. 179 (1066), *Livre noir* f.140^{r}, no. 166 (1030 x 39).

[27] See e.g., *CN* 204 (1125 x 48); *SAA* 120 (1127 x 54); *SSE* ii 44 (1100 x 1110), *SSE* ii 53 (*c*.1100), *SSE* ii 60 (1093 x 1135), *SSE* ii 131 (1113 x 33), *SSE* ii 168 (1093 x 1102). For the appearance of tallage around the year 1100, see Lemesle, *La société*, pp. 173-5; Barthélemy, *La société*, pp. 738-40. See also

prestations of agricultural produce.[28] Conflicts also surfaced over military services, such as castle-guard,[29] patrols (*equitationes*),[30] or provisions for horses (*fodrum*);[31] and hospitality, though not always linked with military expeditions, appears with some frequency in the cases.[32] Disputes over services and customs must be understood in relation to the development and growth of an increasingly productive economy. Many of the customs lords claimed represent efforts to capitalise on the fruits of economic produce, and the inherent self-interest of each party in such a dispute to maximise control over resources needs to be remembered when approaching such cases.[33] Goals of economic self-interest coloured greatly the narrative strategies of ecclesiastical scribes.

MAKING COMPLAINTS: FRAMEWORKS OF WRONGDOING

Monastic records narrating disputes between lay lords and the tenants of ecclesiastical lands were carefully constructed rhetorical instruments. These *ex parte* accounts present the ecclesiastical perspective of conflict, either leaving out or misrepresenting the lay point of view. Though this stands as a considerable limitation to the evidence, one must also stress that such accounts needed to convince others, and thus had to be constructed within the canon of acceptable claims, and governed by certain rules of plausibility. Who these others were, and who determined the canon of acceptable claims or standards or plausibility are complex questions; but for the moment, it is important to note that there was a relationship between the way in which complaints about wrong were constructed, and the fora to which ecclesiastical plaintiffs brought these in search of redress. Cases over services and customs reveal three broad, recurring rhetorical strategies: accusations of violence, complaints about the actions

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the classic C. Stephenson, 'The origin and nature of the "taille"', *Revue belge de philologie et d'histoire* vol. 5 (1926), pp. 801-70.

[28] *TV* 251 (1075); *SAA* 792 (1107 x 20).

[29] *SAA* 6 (1056), though a more complete version in Guillot, i, pièce justificative; *SAA* 220 (1080 x 82).

[30] *SSE* ii 144 (1102 x 1109); *SAA* 216 (1060 x 67), *SAA* 693 (1127 x 54).

[31] *SAA* 89 (1067 x 1109); *SSE* 201 (1069 x 81), *SSE* i 403 (1150 x 51). On the *fodrum*, see Guillot, i, pp. 379-81.

[32] Nine cases mention hospitality or *procuratio*: see e.g., *SAA* 90 (1067 x 82), *SAA* 254 (1067 x 81), *SAA* 387 (1082 x 1106), *SAA* 640 (1106); *SMG* 36 (*c.*1120); *TV* 258 (1076), *TV* 499 (1143 x 44); *Livre noir* f.94^{r-v}, no. 171 (1060 x 80). For the point about military expeditions, see Barthélemy, *La société*, pp. 737-8 and cf. Guillot, i, pp. 381-2.

[33] The economic self-interest of religious communities in disputing customs is a point made in Billado, 'The Politics of "Evil Customs"', passim; for clear statements of this, see e.g., pp. 39, 237. See further Barton, *Lordship*, esp. pp. 140-1; White, 'Bad Customs', pp. 64-5; Barthélemy, *La société*, esp. p. 351.

of lord's agents, and pious concerns about a lord's spiritual welfare or the spiritual well-being of a lord's predecessors.

Underlying disputes over services and customs were the complaints tenants of ecclesiastical lands brought against lay lords. Many cases state explicitly that a religious community made a complaint: a *clamor*, a *querimonia*, a *querela*, or some demonstration of wrong (*tortum*) or harm (*injuria*).[34] It is difficult to know the degree of formality to these plaints, and context likely influenced the manner in which religious communities made them. Some take the appearance of casual reminders about an immunity from certain services. After a dependant of Saint-Laud was forced to pay a toll (*pedagium*) to Fulk de Matheflon, the canons sent two of their own to Fulk 'explaining the tenor of their immunity.'[35] Likewise, Hubert de Durtal had remitted all tallage at Chaloché to the monks of Saint-Serge; he later forgot about this remission, though, and took tallage from the monks, who themselves seem to have forgotten they did not need to pay. Only after the monks found the charter recording the original grant did they go and remind Hubert of his past generosity.[36] Plaints may also have involved elements of stylised behaviour. The monks of Saint-Aubin for example approached Count Geoffrey le Bel 'with a tearful complaint', trying to convince him to act against Pagan de Clairvaux and Hugh de Pocé.[37] Similar gestures and actions were probably quite common, though leave little trace in extant cases.[38] Further, the meaning of such behaviour was subject to multiple interpretations by various parties at the lord's court, and could just as easily have backfired as it could

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[34] For *clamores*: *SAA* 89 (1067 x 1109), *SAA* 932 (1129), *SAA* 636 (*c*.1125); *SL* 32 (*c*.1150); *SSE* ii 71 (1069 x 93), *SSE* ii 171 (*c*.1100 x *c*.1150); *TV* 417 (*c*.1107). For *querimoniae*: *SAA* 627 (1143), *SAA* 644 (1140), *SAA* 674 (1142). For *querelae*: *CN* 153 (1122 x 23); *SSE* ii 53 (*c*.1100). And for *tortura*: *SSE* i 201 (1069 x 81); *SSE* ii 71 (1069 x 93). On *clamores* more generally, see in particular R. E. Barton 'Making a Clamor to the Lord: Noise, Justice and Power in Eleventh- and Twelfth-Century France', in *Feud, Violence and Practice: Essays in Medieval Studies in Honor of Stephen D. White* ed. B. Tuten and T. Billado (Farnham, 2010), pp. 213-35. Cf. L. K. Little, *Benedictine Maledictions: Liturgical Cursing in Romanesque France* (Ithaca, 1993), for an alternative view.

[35] *...qui disserentes tenorem immunitatis sue*: *SL* 5 (1111, though this dispute took place closer to *c*.1100). The canons claimed their immunity from a grant by Geoffrey Martel in which the chapel of Saint-Laud was (re)founded.

[36] *...oblitus beneficii sui cepit eandaem [*sic*] talleiam a monachis requirere quam et aliquandiu ignorantibus monachis quod eam perdonasset accepit, donec inventam cartam deferret ante illum commorantem tunc temporis apud Durum Stallum…et legeretur coram eo*: *SSE* ii 60 (1093 x 1135).

[37] *SAA* 674 (1142).

[38] See more broadly, G. Koziol, *Begging Pardon and Favor: Ritual and Political Order in Early Medieval France* (Ithaca, 1992).

have helped an ecclesiastical party achieve its goal.[39] Regardless, these plaints were designed to convince a lord to resolve a dispute over services and customs, and in this light, they were carefully constructed rhetorical performances delivered in the expectation that a lord would provide justice.[40] As such, these plaints were normatively charged. Reconstructing the normative frameworks of *clamores* is difficult, but the cases permit a few generalisations about what must often have formed the rhetorical strategies of ecclesiastical plaintiffs.

Many plaints were structured around an accusation of violence.[41] The violence was on occasion described in detail. Peter de Brion, for instance, toppled an oven;[42] Daniel de *Palatio* sent 'thieves' to plunder the lands of Saint-Serge;[43] the agents of Geoffrey le Bel seized oxen, cows and even men from the monks of Saint-Aubin;[44] the ministers of Fulk Nerra broke into an episcopal house, seizing washing bowls;[45] Odo de Blaison sent his horses along with those of his men and peasants to pasture on Saint-Aubin's lands;[46] Berlai de Montreuil-Bellay destroyed a mill;[47] and John, count of Vendôme, after gathering a great throng of knights and soldiers, descended upon 'almost all the priories' of La Trinité in the Vendômois, and consumed all their comestibles, and ravaged the region to boot.[48] A well-known dispute between the lords of Montreuil and the monks of Saint-Aubin concerning their priory at Méron produced an itemised list of seignorial violence: forcible seizure of goods and tolls;

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[39] See the reflections of P. Burke, 'Performing History: the Importance of Occasions', *Rethinking History* ix (2005), esp. pp. 41-2. See further, G. Koziol, 'The Dangers of Polemic: Is Ritual Still an Interesting Topic of Historical Study?', *Early Medieval Europe* xi (2002), pp. 367-88.

[40] Barton, 'Making a Clamor', passim, but esp. pp. 220-4 makes the point about *clamores* revealing an expectation that justice would be done for the plaintiff.

[41] Cf. Bisson, *Crisis*, p. 137, in reference to customs cases in Anjou: 'Almost always, violence was at issue.' This is fair statement by Bisson: what matters though is what violence meant. It is on this question that many depart from Bisson.

[42] *SAA* 645 (1127 x 54).

[43] *SSE* ii 349 (1056 x 82).

[44] *SAA* 932 (1129).

[45] *CN* 80 (1006 x 40). The house was used for the washing of episcopal vestments. It is difficult to know what exactly these washing bowls were, but they were likely items of value. The text reads as follows: *Invaserunt cistam in qua vestes episcopi, quae abluendae erant, servabantur, ita ut vestes illas ejicerent extra cistam et cistam illam ad curiam comitis portarent*.

[46] *SAA* 178 (1056 x 60). For a similar case of forced pasturage, see *SAA* 5 (1040 x 60).

[47] *SAA* 233 (1087 x 1106).

[48] *…congregavit Johannes…maximam multitudinem militum et peditum cum quibus fere per omnes obedientias nostras quae sunt in pago Vindocinensi contra consuetudinem et contra privilegia nostra hospitatus maxima dampna nobis et hominibus nostris substantias eorum comedendo et devastando fecit*: *TV* 499 (1143 x 44). Claims for hospitality could incur particularly vitriolic language. See for example a complaint by the monks of Saint-Aubin against Geoffrey *Rotundellus*, the prévôt of Angers, who claimed hospitality at Saint-Aubin's priory of Champigné, 'and subjected the village to the rapine of his gluttonies': *…et villulam rapine gluttonibus suis tradidit*: *SAA* 90 (1067 x 82).

killing geese; breaking down a gate; entering a cloister with a drawn sword; beating peasants and killing others; extracting extortionate fines; and setting ambushes at night en route to mills.[49] And a La Trinité document described the abbey's troubles at the hands of Fulk the Goose, count of Vendôme and his huntsmen: dispossessions, forcible and unjust distraint, 'almost daily feasting' (*comessationibus pene quotidianis*) in La Trinité's priories, seizure of horses for the sake of a hunt, and even the stabbing of a monk who had the audacity to complain about all this![50]

More often, though, charters describe violence in nondescript or vague terms: lords harmed (*injurare*), vexed (*vexare*), or harassed (*inquietare*) tenants of ecclesiastical lands;[51] lords inflicted loss (*dampnum*) upon a religious community;[52] lords claimed 'evil' or 'unjust' customs (*malae consuetudines*);[53] lords extorted (*extorquere*) customs;[54] lords acted violently or 'by violence' (*per violentiam*);[55] or lords simply acted 'unjustly' (*injuste*).[56] What underlay such words was far from transparent, and this vocabulary was situated within normative frameworks of multiple and sometimes contradictory meanings.[57] The seizure of chattels,[58] for

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[49] *SAA* 220 (1080 x 81). For the date, I follow Billado, 'The Politics of "Evil Customs"', pp. 97-142, with the date at p. 98, n. 61. For other recent discussions of the Méron affair, see in particular Lemesle, *Conflits*, pp. 123-38. Cf. Bisson, *Crisis*, pp. 137-42, 310-12. Note, on p. 310, Bisson states, 'It was harder to exercise oppressive lordship in Anjou', which contradicts earlier statements that in Anjou there was a 'sphere of oppressive violence' (p. 138), or that 'lordship was imposed and exercised coercively in Anjou' (p. 136).

[50] *TV* 173 (1060 x 64). The text comes from a letter the monks wrote to Countess Agnes of Poitou. See Barthélemy, *La société*, pp. 396-9 for the wider context concerning Fulk the Goose. Cf. Bisson, *Crisis*, p. 132, who mentions this document.

[51] For lords harming (*injurare*, *injuria*) religious communities: *SAA* 5 (1040 x 60), *SAA* 636 (*c*.1125), *SAA* 949 (1151), *SSE* ii 362 (1093 x 1102). For vexations (*vexare*, *molestia*): *SAA* 235 (1087 x 1109), *SAA* 644 (1140), *SAA* 792 (1107 x 20); *SSE* ii 290 (1138 x 50). For harassment (*inquietare*): *SAA* 640 (1106), *SAA* 693 (1127 x 54).

[52] *SSE* ii 125 (*c*.1100), *SSE* ii 290 (1138 x 50); *SAA* 949 (1151).

[53] *SAA* 151 (*c*.1140), *SAA* 220 (1080 x 82), *SAA* 226 (1055 x 87); *SSE* ii 17 (*c*.1100); *Livre noir* f.26^{v}, no. 42 (*c*.1000), *Livre noir* f.28^{r-v}, no. 45 (990 x 1011), *Livre noir* f.28^{v}, no. 46 (1040) and original, ADML H 1840 no. 5, *Livre noir* f.51^{v}-52^{v}, no. 92 (*c*.1070), *Livre noir* f.99^{v}-100^{v}, no. 179 (1026 x 66).

[54] *SAA* 387 (1082 x 1106), *SAA* 674 (1142); *SAA* 222 (1087), as *extrahere*. Cf. a charter in which Samson de Passavant made a gift to Saint-Aubin 'free and quit from all custom and completely from all exaction [...] which knights are accustomed to extort from the poor:' *…dedi et concessi liberam et quietam ab omni costuma et ab omni penitus exactione [...] que solent milites a pauperibus extorquere*: *SAA* 710 (1138).

[55] *SAA* 151 (*c*.1140), *SAA* 222 (1087), *SAA* 645 (1127 x 54); *TV* 251 (1075), *TV* 412 (1105), *TV* 417 (*c*.1107).

[56] *SSE* i 371 (*c*.1150); *TV* 251 (1075).

[57] See in particular, White, 'The "Feudal Revolution": Comment', *P&P* 152 (1996), pp. 205-223, esp. pp. 209ff.; idem, 'Repenser la violence: de 2000 à 1000', pp. 99-113. See also, W. I. Miller, *Humiliation and other Essays on Honor, Social Discomfort, and Violence*, (Ithaca, 1993), esp. chap. 3.

[58] E.g., *SAA* 932 (1129). For other examples of violence of this sort in customs cases, see: *SSE* ii 171 (*c*.1100 x *c*.1150); *SAA* 89 (1067 x 1109), *SAA* 178 (1056 x 60), *SAA* 284 (1070s/80s), *SAA* 693 (1127 x 54).

instance, could be presented by one party as an act of violence or plunder, and by the other as a form of distraint.[59] After Hilduin the prévôt of Angers sent thirty cows to pasture on the land of Saint-Aubin, the monks, 'made very sad because an unjust custom had been imposed upon them', ordered their servants (*famuli*) to seize (*invadere*) the animals and keep them for three days and nights without food or water.[60] What distinguished this act of violence from the same sorts of actions decried by the same authors of charters was perspective. Allegations of violence in ecclesiastical charters formed part of a rhetorical strategy aimed to de-legitimise the claims of lay adversaries who demanded services and customs in the first place.[61] But these denunciations of seignorial violence also need to be understood in relation to the fora in which complaints were made. By alleging that lay lords acted violently or unjustly, ecclesiastical communities situated their complaints in a discourse which presupposed not only that norms regarding illegitimate violence would be comprehensible and relevant among the lords to whom such complaints were made, but also that implicitly there were standards of legitimate force against which illegitimacy would itself be understood.

Closely related to rhetorical strategies aimed at describing lay claims for customs and services as violent, unjust or evil, were accusations directed specifically against the agents of the lord who, in most cases, must have been the individuals responsible for enforcing the lord's claims in the first place. Cases mention a host of officials who formed the subject of complaint: agents (*clientes*),[62] foresters (*forestarii*),[63] officials in charge of the *fodrum*,[64] men (*homines*),[65] stewards (*majores*),[66] officials (*ministri*),[67] servants (*servientes*),[68] seneschals (*siniscalli*),[69] huntsmen (*venatores*),[70] dependants

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[59] Cf. Hudson, 'Court Cases', pp. 111-12, for reflection on the boundaries between violence and 'the vigorous exercise of distraint.'

[60] *…tristes valde effecti quia injustam consuetudinem sibi impositam jure proprio videbant, jusserunt famulos suos animalia invadere atque recludere intro ubi ruminantes tribus diebus et tribus noctibus non manducaverunt nec biberunt*: *SAA* 5 (1040 x 60).

[61] Billado, 'The Politics of "Evil Customs"', passim; Barton, *Lordship*, p. 141.

[62] *SSE* i 403 (1150 x 51), *SSE* ii 70 (1100).

[63] *SAA* 930 (1103), *SAA* 932 (1129); *TV* 239 (1073).

[64] *SAA* 89 (1067 x 1109); *SSE* i 201 (1069 x 81). The *fodrum* was a levy for (usually) horse fodder.

[65] *SSE* ii 71 (1069 x 93); *Livre noir* f.26^{v}, no. 42 (*c*.1000).

[66] *CN* 204 (1125 x 48).

[67] *SAA* 8 (1087); *SMG* 38 (1067).

[68] *SSE* ii 56 (1138 x 50); *SAA* 151 (*c*.1140).

[69] *SAA* 627 (1143); technically *SL* 32 (*c*.1150) as well, which involved Joscelin de Tours, Geoffrey le Bel's seneschal. On these figures, see Boussard, *Le comté d'Anjou*, pp. 113-28. See now, too, the important contribution of R. E. Barton, 'Between the King and the Dominus: the Seneschals of

(*famuli*),[71] officials charged with the *pedagium*,[72] and above-all, prévôts (*prepositi*)[73] and *vicarii*.[74] These figures elicited heated reactions from ecclesiastical communities; the nuns of Le Ronceray described one minister as 'demonic',[75] and these same nuns also recorded that a peasant community beat a prévôt to death with sticks and stones.[76] The lord's agents have enjoyed a spectacularly poor reputation, one which was unlikely just the product of exaggerated ecclesiastical rhetoric.[77] Local competition for resources between peasant communities and seignorial agents was bound to produce tension, especially since the livelihood of agents depended in a large measure upon how much they could extract from their charges.[78] Unfortunately, too little is known about the origins and backgrounds of seignorial agents; some – prévôts in particular – may have come from knightly families,[79] though others were just as likely recruited from the unfree or semi-free dependants of the lord.[80] The status of these figures is of central importance. Many agents must have been little more than peasants,[81] elevated to a superior position by patronage from the lord.[82] The effects this might have upon local communities where these agents exercised their

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Plantagenet Maine and Anjou', in *Les seigneuries dans l'espace Plantagenêt (c.1150-c.1250)*, eds., M. Aurell and F. Boutoulle (Bordeaux, 2009), pp. 139-62.

[70] *TV* 258 (1076).

[71] *SAA* 644 (1140).

[72] *SAA* 220 (1080 x 82). The *pedagium* was a toll on the transport of goods on roadways.

[73] *SMG* 36 (*c*.1120), *SMG* 46 (1120s/30s); *CN* 56 (1092), *CN* 153 (1122 x 23); *Livre noir* f.99^{r}, no. 178 (1118 x 26); *SAA* 5 (1040 x 60), *SAA* 90 (1067 x 82), *SAA* 226 (1055 x 87), *SAA* 644 (1140), *SAA* 932 (1129).

[74] *SAA* 97 (*c*.1100), *SAA* 216 (1060 x 67), *SAA* 220 (1080 x 82), *SAA* 284 (1070s/80s), *SAA* 636 (*c*.1125), *SAA* 861 (1093 x 1101).

[75] *…minister demonum…*: *RA* 101 (1131 x 44). The minister (unnamed) had thrown one Picard into chains for failing to obey a summons to the host, even though Picard alleged to be exempt because he was lame.

[76] *…qui et lapidus atque fustibus postea mactatus expiravit*: *RA* 242 (*c*.1075). Cf. B. Lemesle, 'La cause du peuple dans la *Vie de Geoffroy* de Jean de Marmoutier', in *Plantagenêts et Capétiens: confrontations et héritages*, eds. M. Aurell and N-Y. Tonnerre (Turnhout, 2006), p. 450 who cites this charter as evidence that peasants could exercise 'direct vengeance' at times.

[77] See the classic L. Halphen, 'Prévôts et voyers du XI^{e} siècle. Région angevine', *LMA* no. 15 (1902), pp. 297-325; see also, M. Garaud, *Les châtelains de Poitou et l'avènement du régime féodal XI^{e} et XII^{e} siècles* (Poitiers, 1964), pp. 169-90; Bisson, 'The "Feudal Revolution"', passim. Cf. R. F. Berkhofer III, *Day of Reckoning: Power and Accountability in Medieval France* (Philadelphia, 2004), esp. pp. 123-58, for a more nuanced view.

[78] Halphen, 'Prévôts et voyers', p. 322.

[79] See e.g., *TV* 13 (*c*.1037) for Hildegaud, prévôt of Vendôme, who is described as a *miles*, and is seen consenting to a grant made by his *homo*, Adam. For the status of prévôts, see Halphen, 'Prévôts et voyers', pp. 306-9, though Halphen cautions that generalisations are difficult to make.

[80] *SAA* 430 (1113), mentions Godfrey, the prévôt of Saint-Aubin, as a *homo de capite* of the abbey. See also Garaud, *Les châtelains*, pp. 169-71.

[81] Bisson, 'The "Feudal Revolution"', p. 36 describes these figures as 'lords on the make.'

[82] Such figures were probably looked down upon by a lord's military entourage: see the *GAD* p. 97 for a story of a knight insulting a prévôt as a new man.

authority becomes a vital question, though an almost impossible one to answer.[83] Similarly, the precise ways in which this power was exercised is an important question.[84] Agents cannot have acted alone, and must have had help, either from the lord himself, or perhaps from friends within a local community. The possibility for local resentment of such figures must have been high.[85] Much concerning the practical considerations of exercising this sort of power remains speculative, but some of the explanation for violent conflict rests in the micro-politics of agents' interactions with peasant communities.

But there were considerable rhetorical elements at play here as well, and ecclesiastical plaints blaming the lord's agents for a dispute formed a discursive strategy aimed to help a religious community achieve its aims. By constructing their narratives of conflict over services around the actions of the lord's agents, religious communities shifted blame away from the lord himself, and placed it instead upon his subordinates. This served to minimise direct criticism of the lord and allow for the restoration of amicable relations between lord and religious community,[86] whilst at the same time enabling a judgment to be pronounced against a malefactor, and satisfying the religious community's desire for justice. For example, ecclesiastical scribes could minimise direct criticism of the lord by pinning his actions down to the effects of bad counsel.[87] Thus, five men were counselled by a prévôt to seize customs from Saint-Florent;[88] Gerard the prévôt placed undue demands upon the canons of Saint-Maurice 'with his *vicarii* urging him on';[89] and Geoffrey le Barbu was

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[83] Cf. Bisson, *Crisis*, p. 283 for Arnau de Perella, who was a peasant elevated to administrative service to the count of Barcelona, and consequently was described as a 'little tyrant' by the peasant communities – his former peers, as it were – over whom he exercised power. This is developed more fully in T. N. Bisson, *Tormented Voices: Power, Crisis, and Humanity in Rural Catalonia, 1140-1200* (Cambridge, Mass., 1998), pp. 80-94. A major study of Angevin administrative officials might yield similar examples.

[84] Recall the example of Daniel de *Palatio* lying poised for ambush with many fellow 'thieves': *...olim miserat predones suos predari terram…cum pluribus…in insidiis latens dum eos expectaret*: *SSE* ii 349 (1056 x 82).

[85] Though, consider a charter in which a community of peasants resisted the count of Anjou under the leadership of a *subvicarius*, almost certainly a comital agent. See *SL* 7 (1067 x 1100) and *RA* 100, identical versions of this text; see Lemesle, *Conflits*, pp. 234-8 for discussion of this case, who expounds its complexities with lucidity.

[86] On the desirability of restoring amiable working relationships between disputants, see, *inter alia*, Cheyette, 'Suum cuique tribuere', pp. 287-99; White, '*Pactum…legem vincit*', esp. pp. 298-307.

[87] Bad counsel was not limited to agents, though: cf. *SAA* 7 (1067 x 70), where Fulk le Réchin was counselled by his knights (*milites*) that he had a valid claim against the monks of Saint-Aubin regarding rights in woodland; or *SAA* 233 (1087 x 1109) in which Berlai de Montreuil destroyed a mill *per consilium malorum hominum*.

[88] *Livre noir* f.140^{r}, no. 266 (1030 x 39).

[89] *CN* 56 (1092).

convinced by 'false advice' to seek customs from the monks of Saint-Florent.[90] This type of strategy further helped to ensure the future goodwill of the lord by not necessarily implicating the lord directly: the desirability of this lay in the fact that in many instances the properties which were the locus of disputes over services were from the lord's fief, or under his authority, and ecclesiastics would no doubt have wished to ensure some measure of security in their other estates held under a particular lord. Direct evidence of these concerns in the charters is hard to find[91] but would no doubt have structured litigants' expectations and the ways in which plaintiffs presented their cases. Jean de Marmoutier's *Historia Gaufredi ducis*, although written in the mid-1170s, provides a helpful parallel. The text recounts a story in which Geoffrey le Bel was lost in a forest en route to Loches; he encountered a peasant covered in charcoal on the way, whom he asked to guide him to Loches.[92] Whilst on the journey, Geoffrey, whose identity was unknown to the peasant, asked his companion what commoners thought of the Angevin count; the peasant replied, 'we say or think nothing ill of the count, for he is a friend of law, custodian of peace, vanquisher of enemies, and what shines brightest in the prince, he is a kind boon to the oppressed.'[93] But the peasant continued: 'Lord, said the peasant, our enemies are the prévôts, stewards (*villici*), and the other ministers of our lord the count.'[94] Jean de Marmoutier's narrative goes on to provide a checklist of various abuses, which has resonance with similar complaints in eleventh- and twelfth-century charters.[95] This story is a fictionalised parable of good lordship, in which the lord (here the count) receives a complaint regarding his agents, and provides justice as a good lord should. The distinction between the lord as the friend (*amicus*) of law and guardian (*custos*) of peace, and the lord's agents as enemies (*hostes*) reveals a normative framework

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[90] *Livre noir* f.99^{r}-100^{v}, no. 179 (1066).
[91] Cf. a similar concern in an inheritance dispute, see *SSE* ii 58 (1138 x 50), in which the monks of Saint-Serge made a *concordia* with a disputant over a property dispute, rather than pushing their right, because 'they had many things from his fief, and had hope that they would have more': *...quod de ejus fevo plurima haberent spem quoque habentes quod adhuc plus habituri*. For discussion of this case, see below, Chapter 4.
[92] *HGD*, pp. 183-91.
[93] *Que vulgi opinio? Et ille, Quantum inquit, ad ipsum spectat vel ad ea que coram geruntur, de eo quicquam mali nec dicimus nec sentimus: nam juris amicus, custos pacis, hostium debellator et, quod plurimum in principe nitet, oppressorum benignus auxiliator est*: *HGD*, p. 185.
[94] *Domine, ait rusticus, hostes nostri sunt prepositi, villici ceterique ministri domini nostri consuli*: *HGD*, p. 185.
[95] Cf. Lemesle, 'La cause du peuple', esp. pp. 449-52, who compares Jean's complaints with those of charters.

which religious communities could use to criticise seignorial claims for services while espousing a model of good lordship at the same time.

Piety played a large part in this model of good lordship. The monks of La Trinité, for example, sought redress from the 'pious ears' of Count Theobald de Blois.[96] Religious communities were quick to draw a connection between the imposition of allegedly unjust customs and the potential dangers to a lord's soul. Geoffrey Martel himself was reputed to have remitted all 'evil customs' on the lands of Saint-Florent out of fear of hell and the perils for his soul;[97] and Fulk Nerra, no doubt at the urging of the monks of Saint-Florent, convinced the widow, son and *fideles* of his late vassal Aubrey to remit all 'evil customs' for his soul, 'which seemed to be in great danger because of this.'[98] This rhetoric depended upon norms regarding the relationship between land, services and souls. Charters from our period sometimes articulate the notion that gifts to churches should be free from worldly services in order to be effective;[99] such gifts were made to religious communities so that ecclesiastics, particularly monks, would undertake the obligation to pray on behalf of the donor's soul, thus helping the donor achieve personal salvation. For such an exchange of earthly goods for heavenly rewards to be effective, gifts to churches were often made free from secular services so that religious beneficiaries could perform spiritual services more efficiently.[100] In 1082 x 1093, for example, Renault de Château-Gontier made a gift to Saint-Serge 'free from all custom and all exaction…retaining nothing

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[96] *…piis auribus*: *TV* 318 (1084).

[97] ADML H 1840 no. 7 (1062); copy in the *Livre noir* f.97^{v}-98^{v}, no. 176 (1062). Martel's deathbed remission is mentioned in five separate charters from Saint-Florent; see Billado, 'The Politics of "Evil Customs"', p. 75 and more broadly pp. 52-75 who discusses the evidence. For another example of a deathbed remission of customs, see *TV* 492 (1122 x 43), where Urso de Freteval summoned the bishop of Chartres to his deathbed and remitted all customs with which he had vexed (*inquietare*) the monks of La Trinité.

[98] *...ibique coram nobis adesse jussimus mulierem praefati Alberici et filium ac fideles suadentes eis ut pro anima senioris sui, quae nobis pro hac causa videbatur in magna periculo esse, illas malas consuetudines dimitterent*: *Livre noir* f.28^{r-v}, no. 45 (990 x 1011).

[99] Consider the famous quip made by William the Conqueror: William made a gift to the monks of Saint-Florent 'retaining no secular exaction'; the monks then said to William that 'alms ought to be given pure', to which William replied, 'Although we may be Normans, we know well that it is appropriate that [gifts] be done in such a way, and we shall do it thus, God willing!' (*…nulla seculari exactione retenta. Monachis enim dicentibus elemosynam mundam debere dari ipse ut vir prudentissimus respondit licet Normanni simus bene tamen novimus quia sic oportet fieri et ita si Deo placuerit faciemus*): *Livre noir* f.74^{r}, no. 139 (1054 x 55).

[100] See in particular, B. Thompson, 'Free Alms Tenure in the Twelfth Century', *ANS* 16 (1993), pp. 221-43 for the English situation; it is unlikely there were any significant differences in lay piety across the Channel. For the Norman situation, see Tabuteau, *Transfers*, pp. 36-41 and J. Yver, 'Une boutade de Guillaume le Conquérant. Note sur la genèse de la tenure en aumône', in *Études d'histoire du droit canonique dédiées à Gabriel le Bras* (Paris, 1965), pp. 783-96.

there either for himself or his heirs besides what pertains to the salvation of his own soul';[101] and Philip de Bécon, his wife and son made their gift to the monks of Saint-Aubin wholly quit so that 'for the temporal service which they were completely remitting from that land, they would have a spiritual service for their souls.'[102] And some charters also noted a correlation between gifts in alms which were still burdened with services and potential dangers to the donor's soul. Gerois de Beaupréau made a gift to Saint-Serge of all the customs he possessed beyond the Loire,[103] 'lest perhaps any of his successors should demand a custom from them after his death, which would be harmful to the monks, and detrimental to his soul.'[104] Churchmen may have been keen to obtain exemptions from particular services, especially military service. For instance, after the death of one Warner, who had been accustomed to exact military service from the monks of Saint-Serge, his brothers and wife made a gift for his soul; they were counselled by the same monks to remit the military service, which they did 'because they recognised that such a service was inappropriate for monks.'[105]

Ecclesiastical landholding was thus situated within a complex framework which was charged with religious, spiritual, moral and legal significance. Churchmen making plaints to lay lords about services and customs could play upon this complex framework in attempting to convince the lord of their case. An allegation of unjust customs could at the same time be a violation of the dictates of ecclesiastical tenure and jeopardise the soul of the benefactor, be it the lord himself or a predecessor. In 1138 x 1150, for example, a *serviens* of Hugh de Matheflon claimed rent from a man of the monks of Saint-Serge. The prior of Beauvau then went to Theobald de Matheflon, Hugh's son, and made a plaint:

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[101] *...dedit autem haec Sancto Sergio libera ab omni consuetudine et omni exactione sicuti ea habebat nihil ibi retinens vel sibi vel heredibus suis praeter quod ad salutem animae propriae pertinet*: *SSE* i 214 (1082 x 93).

[102] *…ut pro servicio temporali, quod de ipsa terra penitus remittebant, haberent servicium spirituale animabus suis*: *SAA* 691 (1129/30). See also a charter from Saint-Julien de Tours, discussed in C. Senséby, 'Entre gesta, chronique et nécrologe: une Notitia memorialis de Saint-Julien de Tours (début XII^{e} siècle)', *Journal des savants* vol. 2, no. 2 (2006), pp. 197-251, which states that if the monks should cease to pray for the benefactor's family's souls, then the family would resume control of the property. Such displays a tenurial understanding of the relationship between donor's grant to religious house, and the spiritual services performed in return for that grant.

[103] Beaupréau is south of Loire, in Mauges region of western Anjou; Gerois' gift then pertains to lands north of the Loire.

[104] *...ne forte quisquam successorum suorum aliquid consuetudinis ab eis postularet post ejus obitum, quod et ipsis foret nocivum et anime sue detrimentum*: *SSE* ii 74 (1062 x 93).

[105] *…et tale servitium monachis indecens esse cognoscentes*: *SSE* i 190bis (1093 x 1135).

> Lord Theobald, your father Hugh, among the other benefices he conferred upon this abbey for his soul and his habit, completely absolved all men of Beauvau [near Matheflon] from all customs which he was accustomed to received from them, without any exception or reservation, and he granted those customs for the monks to have in perpetuity. Your father made this gift and this alms, and you had consented to it.[106]

Recorded in a stylised form of direct speech, this complaint brought together multiple normative frameworks in a complex argument combining legal, religious and moral points. The original benefaction had been made in such a way as to make Saint-Serge's men exempt from customs; Theobald had undertaken a legal obligation to acknowledge this because he had consented; but the gift was made for the good of Hugh de Matheflon's soul, and therefore Theobald had a moral obligation towards his father's soul as well.[107] Plaintiffs may equally have hoped that a familial tradition of patronage might have made lords more amenable to the ecclesiastics' plaint. In a dispute with John *Chamallardus* over customs at their priory of Luché, for instance, the monks of Saint-Aubin sought the aid of Roscelin de Sainte-Suzanne, the vicomte of Maine,[108] 'in whose fief, protection and guardianship' their priory remained;[109] not only was their appeal directed towards a jurisdictional and territorial lord, but Roscelin's family had in the mid-eleventh century founded Saint-Aubin's priory of Luché, and thus the monks may have hoped that a tradition of familial benefaction would inspire the lord to take action.[110] Likewise, the monks of Saint-Serge on more than one occasion sought redress from the lords of Beaupréau for disputes centring on their priory at Beaupréau itself;[111] this priory was a family foundation, given to Saint-Serge in 1062 by Gerois de Beaupréau.[112]

Ecclesiastical complaints arising from disputed customs were complex rhetorical instruments. Churchmen seem to have structured their complaints around three broad themes: violence, seignorial agents, and the close connection between landholding

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[106] *Domine Tebalde pater tuus Hugo inter cetera beneficia que pro anima sua et pro monacatu suo huic abbatie contulit omnes homines de Bella Valle ab omnibus cosdumis quas ab eis recipere solebat absque exceptione et retencione penitus absolvit et eas habendas monachis concessit in perpetuum; hoc donum et hanc elemosinam pater tuus fecit, et tu concessisti*: *SSE* ii 56 (1138 x 50).
[107] See White, *Custom*, pp. 76-8, for discussion of the moral pressure heirs faced to honour their predecessors' grants.
[108] See Lemesle, *La société*, pp. 220-7 for the family.
[109] *SAA* 949 (1151).
[110] *SAA* 355 (*c*.1057).
[111] *SSE* ii 70 (1100), *SSE* ii 71 (1069 x 93).
[112] *SSE* ii 65 (1062).

and the spiritual purposes for which land was given. Most plaints probably involved some combination of all rhetorical elements. Now, these complaints must often have been sufficient to bring about a resolution to a dispute, especially if a lord could be convinced to act against his agents. In some instances the lord, upon hearing a complaint, issued a mandate ordering the offender to cease his activities;[113] Fulk le Réchin for example delivered an order to Geoffrey de Beaumont, who was to go to Beauvau (near Chaumont-d'Anjou) and tell Fulk's agents to abandon their claims for fodder from the monks of Saint-Serge.[114] But not all cases ended thus. Lords may simply have been unconvinced by ecclesiastical protestations. The economic self-interest which the rhetoric of churchmen largely masked is a point which cannot have been lost on astute lords, and indeed, many cases may have strained lords as they weighed the respective merits of spiritual versus economic profit. Some lands may just have been too valuable to relinquish without a fight. Furthermore, the exercise of good lordship was not limited to the defence of ecclesiastical property. Many of the complaints lords heard concerned their own men, and a rhetorical strategy of vilifying seignorial agents must often have backfired. Indeed, it was more common for a complaint to result in a court case, where the lord convened his court, summoned the alleged malefactor and allowed the case to be settled by proofs and pleading. I leave aside for the moment the question of why disputes over customs often involved courts, and focus instead upon the business of those courts. It is vital to remember that each of the rhetorical strategies outlined in the preceding discussion was constructed with courts in mind. There was an important dialogue between ecclesiastical constructions of wrongdoing, however rhetorical they were, and norms regarding actionable wrong. Plaints were structured in such a way as to be comprehensible in court. It is therefore to courts that I shall now turn.

COURTS AND PLEADING

Courts figure prominently in surviving cases over disputed services and customs. More than one third of my corpus explicitly mentions a *curia* or *placitum*,[115] and this

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[113] *CN* 56 (1092), *CN* 153 (1122 x 23); *SAA* 636 (*c*.1125); *SMG* 36 (*c*.1120).

[114] *…frodagiario per Gaufridum de Bello Monte mandavit ut de cimiterio Sancti Martini de Bello Valle…non requireret ulterius fodrum*: *SSE* i 201 (1069 x 81).

[115] Courts appear in 35/99 cases, i.e., roughly 35% of all cases. There is a subtle difference between *curia* and *placitum*, especially because the latter can be found as a verb (*placitare*) as well. For the purposes here, however, I have treated both items of vocabulary as evidence of courts.

figure would certainly be larger were one to include cases which do not employ the language of courts, but in which an activity connected with courts or public gatherings, such as proof or pleading, also appears.[116] Comital courts appear with the greatest frequency,[117] followed by baronial courts;[118] the episcopal court is mentioned only once,[119] though litigants offered to plead in an episcopal court on one further occasion;[120] one case was settled in a monastic court;[121] another case in the court of a local landowner;[122] a further case entered a prévôtal court;[123] and there is one court which is unidentifiable with any particular individual.[124] Whilst these courts were not permanent, fixed institutions, but were instead multifunctional, and at times little more than *ad hoc* gatherings, it is important to stress that such courts did gather for the purpose of hearing and settling plaints about customs and services. As we shall see, the events that often took place at these occasions made the gathering of a court a legal occasion.

The comital court often displays some jurisdictional connection between the count and at least one of the parties. In 1040 x 1060, for instance, Hilduin the comital prévôt was led into the comital court; Lupercus in 1122 x 1123, another prévôt, was brought 'to the court of the count;' and in 1143, Ingressus, the count's seneschal of Brissac,

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[116] See e.g., *Livre noir* f.94^{r-v}, no. 171 (1060 x 80), *Livre noir* f.99^{r}-100^{v}, no. 179 (1066) for references to ordeals, but not courts; *SAA* 303 (*c*.1090), *SAA* 932 (1129); *SSE* i 403 (1150 x 51) for references to compurgation or oath-swearing, but not to courts; *TV* 77 (1040 x 49) for a witness giving testimony, but no mention of courts. Examples could be multiplied.

[117] Comital courts are explicitly mentioned in 14/35 cases, or roughly 41% of all cases. There are a further 2 cases which mention courts and which were likely comital courts: *SAA* 90 (1067 x 82); *SMG* 46 (*c*.1110 x *c*.1130). There is one case settled in the court of Count Theobald de Blois, which I have excluded from the above figure: *TV* 318 (1084). Note, this figure is based on the sample from the cartularies and charters discussed in the introduction, and has not been derived from a systematic survey of the comital acta. Were such a survey undertaken, many more cases would surface. See e.g., Guillot, ii, C37 (1023 x 24), C366 (1091) for comital involvement in cases involving 'evil customs.'

[118] Baronial courts are mentioned in 12/35 cases, or roughly 34% of all cases. These courts were presided over by castellans: the viscounts of Thouars appear in 6/12 cases; the lords of Beaupréau in 3/12 cases; the lord of Matheflon in 1 case; Robert the Burgundian in 1 case; and the viscount of Beaumont and Sainte-Suzanne in 1 case.

[119] *SL* 5 (1111). Though in *TV* 412 (1105), Bishop Renault de Martigné of Angers presides with Geoffrey Martel the Younger.

[120] *…se ad defendendum de hoc in curia episcopi offerebant*: *SSE* ii 290 (1138 x 50).

[121] *SAA* 96 (*c*.1100).

[122] *SSE* ii 126 (1100 x 33). Though the landowner was the one claiming customs.

[123] *SAA* 284 (1070s/80s).

[124] *SAA* 387 (1082 x 1106). It is probable that this was a baronial court; Hubert de Durtal is the first witness, and the defendant was one of Hubert's men. Nevertheless, the charter scribe does not draw the connection between the court and Hubert's authority, thus it would be rash to conclude that this was a baronial court.

was summoned to Count Geoffrey le Bel's presence for judgment.[125] Equally, some disputes were settled in the comital court because at least one of the parties seems to have appealed to the count as a warrantor. Robert the Burgundian in 1067 x 1096 had a dispute between himself and the monks of Saint-Aubin settled in Fulk le Réchin's court because Fulk had earlier given Robert the land now under dispute with the monks.[126] Similar considerations may likewise explain cases in which plaintiffs sought the comital court against offenders who do not seem to have borne any obvious connection to the count.[127] The widow of Herbert de Bocé for instance had her claims for hospitality at Saint-Aubin's priories settled by Fulk le Réchin in the comital hall (*aula*) at Baugé;[128] there is no clear connection between either Herbert or his widow and the Angevin count. Sometimes such examples may have been the result of a request for aid or intervention in an ongoing dispute. For the count, such action constituted good lordship, and may have been a tangible expression of a broader comital obligation to defend churches. For plaintiffs, the comital court was particularly desirable when dealing with powerful or obstinate opponents.[129] The monks of La Trinité, for example, enlisted Fulk le Réchin's assistance in an ongoing dispute with Renault de Château-Gontier. Fulk wrote a letter to his 'dearest *fidelis*' telling him to remit the customs that he was claiming in the burgh of Ménil, and to stop harassing the monks of La Trinité. He wrote further: 'You can know indubitably that if, henceforth, you commit some injury or disturbance to the monks because of this, then you have brought harm not just to them, but also to me.'[130] Fulk was

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[125] *SAA* 5 (1040 x 60); *CN* 153 (1122 x 23); *SAA* 627 (1143). See also, *SAA* 89 (1067 x 1109), *SAA* 90 (1067 x 82) for further examples.

[126] *Quando Fulco Junior comes Andecavi podium de Brione Rotberto Burgundioni dedisset…in curia Andecavis coram comite Fulcone et pluribus baronibus*: *SAA* 381 (1067 x 96).

[127] E.g., *SAA* 674 (1142); *Livre noir* f.140^{r}, no. 266 (1030 x 39); the same may be true of *TV* 318 (1084), heard before the count of Blois.

[128] *SAA* 254 (1067 x 81).

[129] This seems to be the case in *TV* 412 (1105), where Geoffrey Martel the Younger (†1106), with the assistance of Renault de Martigné, bishop of Angers, brought Maurice de Craon into his court. See also *SAA* 216 (1060 x 67), in which Geoffrey le Barbu, although not present himself, ordered a court to judge a case against Aimery de Trèves. He delegated this task to Eblo de *Campo Capario*, Theobald *Florentinus* and Renault *Copeschine*. Cf. though complaints that an individual refused justice for having no fear of the count: *SAA* 645 (1127 x 54), *SAA* 374 (1067 x 1109).

[130] *Unde indubitanter scias quod si amodo aliquam injuriam sive inquietudinem monachis propter hoc feceris non tam illis quam michi molestiam intuleris*: *TV* 297 (1068 x 78). S. Legros, 'Les prieurés de Château-Gontier et l'établissement d'une seigneurie châtelaine dans le comté d'Anjou (fin du X^{e} siècle-fin du XI^{e} siècle)', *ABPO*, vol. 113, no. 3 (2006), pp. 51-3 discusses this case in the context of ecclesiastical reform. Note that Fulk le Réchin's intervention was likely ineffective, since the dispute was still going in 1107. See *TV* 417 (*c*.1107). Note also the letter of Abbot Geoffrey de Vendôme to Adelard over the 'many evils' the latter had inflicted on the monks: Geoffrey de Vendôme, *Œuvres*, ed. and trans. G. Giordanengo (Turnhout, 1996), no. 12 (1101).

exercising good lordship, fulfilling his comital role as protector of the church: 'It is my responsibility to defend and guard the monastery and its possessions against all men.'[131]

A record from Saint-Aubin illustrates clearly the desirability of comital intervention in a dispute. The monks had an especially acrimonious dispute with John *Chamallardus* in 1151, in which John brought 'much harm and loss' to the abbey's priory at Luché, because he claimed 1 penny of a hearth-tax from every dependant, forbad the planting of trees in a churchyard, 'because his ancestors had given it to the monks to bury bodies', and 'extorted' pannage from the men of the monks.[132] The monks therefore made a complaint to Roscelin, viscount of Sainte-Suzanne, 'in whose fief, protection and custody that priory remained'; Roscelin arranged a court day (*terminus*), but John *Chamallardus* brought no less harm to the viscount than he did to the monks.[133] Because Roscelin was too far away from Luché,[134] and because the monks could not endure any further delays, Roscelin, perhaps at the request of the monks, sought the aid of Geoffrey le Bel.[135] Geoffrey then heard the plaint of the monks, and agreed to intervene, entrusting the matter to Hugh de Clefs, his seneschal of La Flèche. Hugh judged in favour of the monks, but it seems John was dissatisfied with this, and continued harassing them.[136] Geoffrey at this point seems to have intervened again, summoning John 'to justice', and this despite being occupied with the siege of Montreuil.[137] And although this dispute continued to drag on until John was convinced he had no chance of victory, it does raise important points: for a start,

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[131] *Meum est enim monasterium et possessione ejus universas contra omnes homines defendere atque tueri*: *TV* 297. On protection of this sort, see below, chapter 3. Fulk was also performing a familial obligation in defending the possessions of La Trinité, which was the foundation of his uncle, Geoffrey Martel.

[132] *…injurias multas et dampna monachis Sancti Albini apud Lucheium violenter sepius intulit. Accidit enim…quod hostia domorum que erant in burgo monachorum rapuit querens unum denarium de foagio ab unaquaque domo…Prohibebat etiam in novo cimiterio lignum fieri, dicens cimiterium ipsum ab antecessoribus suis corporibus humandis tantummodo datum fuisse. Extorserat preterea per illud tempus pasnagium de Porcheron*: *SAA* 949 (1151). The document is an appendix to the edition of Broussillon, and is found in *Cartulaire de l'abbaye de Saint-Aubin d'Angers* vol. 3.

[133] *…in cujus feodo et tutela et custodia predicta obedientia est. Posito denique monachis et Johanii termino et concesso, Johannes non minus viscecomiti ipsi quam monachis injuriam inferens*: *SAA* 949.

[134] Sainte-Suzanne is roughly 40mi northwest of Luché.

[135] *Quia vero viscecomes longinquus erat et monachi tanto labore et tanto dampno afflicti tantam moram ferre non poterant precibus eorum sepedictus viscecomes adquiescens suppliciter et humiliter a comite expeciit et obsecravit ut monachos qui in elemosina sua erant de tanta persecutoris manu misericorditer et juste eriperet; consentiensque comes, que viscecomes expetierat liberaliter annuit et in manu Hugonis, qui tunc erat siniscallus Fisse monachos posuit*: *SAA* 949

[136] The document is fragmentary at this point, though enough of the context survives to reconstruct plausibly the sequence of events.

[137] On the siege, see the *HGD*, pp. 215-23; Chartrou, *L'Anjou de 1109 à 1151*, pp. 68-77.

the case gives an impression of accessibility to fora of public justice, even if the outcome was in doubt. The monks found willing court-holders in Roscelin and then in the count; the latter even heard a case during his siege of Montreuil-Bellay, suggesting that the monks' plaint was taken seriously. Indeed, lords and counts were probably keen to offer justice in an effort to maintain the peace.

This idea of a comital commitment to peace is seen in two further cases in which the comital court is described as a *placitum generale*.[138] Both examples occurred during the reign of Geoffrey Martel – one definitely in 1040, the other unfortunately datable only to 1040 x 1060.[139] The 1040 x 1060 *placitum* is mentioned in a Saint-Aubin charter detailing a dispute between the monks and Hilduin, the comital prévôt. It is impossible to know if this *placitum generale* gathered specifically for the purpose of the Hilduin case, or if the monks brought their specific case to a larger event – I suspect the latter, largely because of the interpretation of Geoffrey's other *placitum generale*. This one took place in 1040, shortly after Geoffrey's accession to the county: 'Count Geoffrey held a *generale placitum* with his *fideles* at the city of Angers, concerning repressing or correcting the depredations, wicked invasions or evil customs imposed in the lands of the saints beyond the accustomed customs.'[140] The presence of Geoffrey's *fideles*, the location of Angers, and the explicit use of the plural – lands of the saints (*terrae sanctorum*) – all suggests that this *placitum* may have been a county-wide affair, gathered specifically for the purpose of addressing complaints over services imposed upon ecclesiastical lands. If such an interpretation is correct,[141] it suggests a comital concern with maintaining the peace, along with a territorial conception of how to promote that peace.

Courts below the comital level often display a clear seignorial connection between court and at least one of the disputing parties. The offender(s) could be the lord's own agent(s), as when the viscounts of Thouars[142] on three separate occasions

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[138] For an example of a *placitum generale* not connected to the comital court, see *Noyers* 151 (*c*.1087) and *Livre noir* f.110^{r}, no. 198 (*c*.1060).
[139] ADML H 1840 no. 5 (1040), copy in the *Livre noir* f.28^{v}-29^{r}, no. 46; *SAA* 5 (1040 x 60).
[140] *...habuit Goffridus comes cum fidelibus suis generale placitum apud Andegavem civitatem de reprimendis depredationibus sive corrigendis pravis pervasionibus vel malis consuetudinibus in terras sanctorum ultra debitas consuetudines impositis*: ADML H 1840 no. 5.
[141] See Guillot, i, p. 373 who takes this line; he is followed by Bisson, *Crisis*, p. 131.
[142] On this lordship, see J. Martindale, 'Aimeri of Thouars and the Poitevin Connection', *ANS* 7 (1984), pp. 225-45; G. T. Beech, 'The Origins of the Family of the Viscounts of Thouars', in *Études de civilisation médiévale, IX^{e}-XII^{e} siècles, offertes à Edmond-René Labande* (Poitiers, 1974), pp. 25-31.

gathered a court to hear cases against a prévôt, a *serviens* and some *vicarii*.[143] But it was not just seignorial agents who occasioned the gathering of a lord's court. Fulk de *Muris*, for instance, a *miles* of Sablé, claimed customs in the woodland (*boscus*) of Malépinay when his lord, Robert the Burgundian, had left the region to serve Robert Curthose in Normandy.[144] When Robert returned, he gathered his court and judged against his knight, stating that neither the lord of Sablé nor his knights (*milites*) were permitted to claim anything from that woodland by custom.[145] Likewise, Geoffrey Engres, son of Renault, claimed tallage from the monks of Saint-Serge 'not for himself, but for the lord of the castle [of Beaupréau]', for which reason he was brought into the *curia* of Joscelin de Beaupréau.[146] As with this last case, there is a rationale to these courts: the lord who held them was often the originator of the demand for services and customs in the first place.

These courts – baronial and comital – gathered for the purpose of pleading and arguing cases over customs and services. Rarely do records of cases spell out in detail the sorts of arguments presented in courts, though pleading must have been common. Charters state, for instance, that litigants gathered 'for discussion;'[147] that 'the case of each party was heard';[148] that a litigant was accorded the opportunity 'to deraign' his opponent;[149] that there was a 'battle of words';[150] or simply that 'many words were consumed.'[151] Such phrases leave much to the imagination, though presuppose the availability of a normatively charged discourse through which claims and counterclaims of various parties could be argued. Reconstructing these is a difficult task. Analysing cases, however, and identifying the structural elements of a given dispute over services can be instructive in determining the sorts of questions

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[143] *SAA* 151 (*c*.1140), *SAA* 226 (1055 x 87), *SAA* 861 (1093 x 1101).
[144] On the connection between Robert the Burgundian and Robert Curthose, see Jessee, *Robert the Burgundian*, pp. 91-2, 136-8. Their relations centred on Maine.
[145] *...ego scio et bene recognosco quia boscus ille Sancti Albini est et monachorum ejus…notum autem sit omnibus quod neque dominus Sablulii neque Fulco de Muris neque alii milites…ullam penitus consuetudinem in eodem bosco habent nisi per largitionem et gratiam monachorum*: *SAA* 879 (1092).
[146] *...et in prefata terra talleiam non sibi sed domino castri adversus monachos calumniatus est…unde termino placitandi posito in curia domni Joscelini…*: *SSE* ii 29 (1138 x 50).
[147] *...ad discussionem*: *SL* 5 (1111).
[148] *...audita utriusque controversia partis*: *SAA* 674 (1142); See also: *SSE* ii 29 (1138 x 50), *SSE* ii 312 (1093 x 1113).
[149] *...adversus monachos si posset disrainnaret*: *SSE* ii 171 (1100 x 50). See also: *SL* 32 (*c*.1150).
[150] *...aliquantas igitur verborum pugnas*: *SSE* ii 195 (1113 x 33).
[151] *...consumptis verbis…*: *SSE* ii 70 (1100).

particular cases turned on, which can then be considered in relation to available normative frameworks and means of providing answers to those questions.

I start with a Saint-Serge example. Towards 1100, Fulk de Matheflon claimed tallage from his men in order to build a bridge.[152] Two of these men were Maurice *Choerius* and Geoffrey de Baracé, from whose benefice the monks of Saint-Serge held properties at Chaumont-d'Anjou.[153] Maurice and Geoffrey, therefore, asked the monks either to render as much tallage as pertained to their fief, or to double the amount of rent to meet the demand for Fulk de Matheflon's tallage.[154] The monks claimed that they were immune from such demands by gift of Maurice and Geoffrey's own ancestors, as well as the ancestors of the *capitalis dominus*, i.e., Fulk's ancestors. Both parties then fixed a *placitum* in Fulk's court. Fulk, after the case of each party had been given due thought, stated that the monks were immune, just as they were claiming; and he further added that the monks of Saint-Serge would never be customs-men in his entire *honor*.[155] Maurice and Geoffrey were unwilling to agree to this, however, and compelled Fulk to give judgment on the matter. Fulk therefore gave judgment along with his 'learned men' (*viri eruditi*): 'it was judged there that whatever was given to the saint in alms ought never to be subject to a custom, except for the rightful rent.'[156] Maurice and Geoffrey agreed to this judgment, and from that day they remained in peace with the monks.

Discussion here focused on the status of landholding, and whether Maurice and Geoffrey's ecclesiastical tenants owed the same as lay tenants: the monks of Saint-Serge appealed to the conditions established by past grants in order to resist the claims of Maurice and Geoffrey. The fact that the monks of Saint-Serge explicitly

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[152] *...pro quodam ponte quem faciebat ab hominibus suis talleiam inportune exigeret requisivit*: *SSE* ii 53 (*c*.1100). This case is also discussed in B. Lemesle, '"Ils donnèrent leur accord à ce jugement." Réflexions sur la contrainte judiciare (Anjou, XI[e]-XII[e] siècle)', in *La justice en l'an mil* (Paris, 2003), pp. 123-6.

[153] *…requisivit eam a quibusdam scilicet…atque ab aliis de quorum beneficio nos aliqua apud Calidum Montem ad censum tamen tenebamus*: *SSE* ii 53.

[154] *Qui monachos nostros ibi morantes adeuntes postulaverunt ab eis ut in supradicta talleia quantum fevo eorum competebat mitterent aut censum duplicarent*: *SSE* ii 53.

[155] *…et ab utrisque causa sollicite panderetur* [sic, for *ponderetur*], *recognovit dominus veram monachorum esse sententiam…insuper addens Sancti Sergii monachos in omni honore suo nunquam consuetudinarios esse*: *SSE* ii 53. Cf. *SL* 5 (1111) in which this same lord wished to make 'customs-men' of the dependants of Saint-Laud; there may have been underlying issues of religious patronage here.

[156] *Et cum ipsius voluntati adversarii non adquiescerent compulerunt ut judicium eis super hac re facere dignaretur. Quibus statim adquievit. Et viris eruditis judicium facere fecit. Et ibi judicatum est quod quodcumque sancto in elemosina tradebatur nunquam consuetudini nisi recto censui subjugari debebatur*: *SSE* ii 53.

acknowledged in their own account of the dispute that they held properties from the lords claiming tallage expressly identified a tenurial connection between ecclesiastical tenant and lord, and introduces a layer of complexity which must have been common in many more disputes. The tenurial connection certainly mitigates against an interpretation of arbitrary lordship, and places the dispute into an interpretative framework addressing the relationship between lord and tenant, though here with the peculiarities arising when one tenant is an ecclesiastical institution. The judgment further produced a statement with the appearance of a general norm: land given in alms ought not render customs.[157] The settlement and judgment of this dispute was thus situated within a legal framework providing solutions to questions about tenure and obligations, giving at least the broad lineaments of a 'jurisprudence of security.'[158]

A second case also concerns a claim for tallage from the monks of Saint-Serge, though this time at Beaupréau. At some point in 1093 x 1113, Gaucher sought tallage from the land which had once been given to Saint-Serge by Orrannus.[159] Orrannus had held part of his land from Walter de Château-Renier, who himself had consented to the gift, along with his own lords, John, son of Terricus and Gerois de Beaupréau, the suzerain. Gaucher then married the daughter of Walter de Château-Renier, and for this reason made his claim for tallage. Gaucher and Abbot Walter gathered in the court of Orri de Beaupréau; after the cases of both sides were heard, the court judged that the abbot did not have to render tallage to Gaucher, nor to the heir of John, son of Terricus, nor to the heir of Gerois de Beaupréau, since this land had earlier been granted and confirmed in alms.[160] This judgment was witnessed by the 'whole court of Beaupréau', but the case did not stop here. Since Gaucher was unable to accept tallage from this land, he abandoned his fief to his lord, Ralph, son of John, who himself then claimed tallage and was lead to plead against the monks in the presence

[157] Cf. Lemesle, *Conflits*, pp. 116-7 for the important point that religious communities may have recorded statements amounting to a general rule, though records from those same communities yield many examples contradicting the very rule their records have defined.
[158] Bisson, *Crisis*, p. 137; cf. above, p. 47.
[159] *SSE* ii 312 (1093 x 1113); the original gift is recorded in *SSE* ii 311 (1062 x 93).
[160] *…et dictis utrobique rationibus, judicatum est quod de eadem terra abbas non faceret talleiam illi nec heredi Johannis filii Terrici, nec heredi Gerorii quia Gauterius de Castello Rainerii et Johannes et Radulfus filius Johannis et Gerorius in elemosina terram Sancto Sergio concesserunt*: *SSE* ii 312.

of Orri de Beaupréau, his own lord.[161] This round of pleading does not seem to have produced a judgment, since Ralph 'accepted counsel' and quitclaimed any challenges for tallage, and further confirmed in alms whatever the monks held from his fief, for the souls of his father, brothers and all his ancestors.[162] This resolution took place in the house of one William Boel, and the following day Ralph went to Saint-Martin de Beaupréau to confirm his gift upon the altar with his wife and son. This case further reveals the complexity of customs disputes. Gaucher presumably had to meet a demand for tallage from his lord, Ralph, son of John: the abandonment of the fief to Ralph, along with Ralph's own challenge both lead one to suspect this is the case.

A third and final case comes from the cartulary of Saint-Aubin, and for once records in some detail the arguments used by both parties to the dispute.[163] At some point in the second half of the eleventh century, maybe in the 1070s or 1080s, Geoffrey *Russellus*, the *vicarius* of Baugé, claimed a custom of the Angevin count from land belonging to Saint-Aubin. When the monks refused to pay up, Geoffrey 'plundered' their land.[164] This precipitated a hearing in the court of Arnulf, the prévôt of Baugé. Geoffrey put in two claims: first, he alleged that the land was 'custom-rendering'; and second, he accused the monks of having ejected the former inhabitants, the 'customs-men', presumably of the count. Geoffrey promised a witness for this second claim.[165] Against this, the monks replied that they had no idea what Geoffrey was talking about, and that they knew for certain that when they had taken the land into their demesne to cultivate, they found it devoid of inhabitants. As to the first claim, the monks had their own witness, one Fulcher, who swore that when his father had given the land to Saint-Aubin, the count (either Geoffrey Martel or Geoffrey the Bearded) had given all the custom due from it, and that the count did this

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[161] *Et quoniam Gaucherius talleiam de terra ista habere non potuit dimisit fevum illud quod habebant monachi Radulfo filio Johannis domino suo, qui postea talleiam istam requisivit et monachos ad placitandum duxit coram domno Orrico*: *SSE* ii 312.
[162] *Sed accepto consilio dimisit talleiam omnino et terram illam et omnia que monachi habebant in fevo ejus in elemosina solida et quieta concessit*: *SSE* ii 312.
[163] *SAA* 284 (1070s/80s?).
[164] *…Gaufridus Russellus, vicarius de Balgiaco, depredatus est olim terram Sancti Albini de Noiallio* [Neuillé] *pro consuetudine comitis quam ibi esse dicebat*: *SAA* 284.
[165] *Affirmabat enim illam esse consuetudinariam. Et insuper hoc adiciebat quod monachi homines consuetudinarios inde projecerant, ex hoc se testes habiturum promittens*: *SAA* 284.

because the land had been given in alms (*pro elemosina*).[166] The court then judged against Geoffrey *Russellus*.

These cases regularly must have turned on questions of the status of landholding, including the conditions in which past grants had been made, and whether newly succeeded lords were obliged to honour those conditions. Such questions reveal a tenurial complexity to disputes over services and customs which the paradigm of the *mutation féodale* largely ignores. Further, such questions presupposed the need for mechanisms whereby courts could provide answers to them. Pragmatic questions were supported by pragmatic proofs. Witnesses were common.[167] These witnesses could on some occasions have been important local men who knew the various tenurial arrangements of a region well or who had a specialised knowledge.[168] Charters too were often produced and read out in court.[169] This is not surprising; charters recorded – sometimes in great detail – the obligations incumbent upon a piece of land, and the production of such a document in court was an easy way to remind litigants of the arrangements of past grants. Further, the production of a charter could be a charged moment. In a dispute between Gerard the prévôt and the canons of Saint-Maurice, for instance, the canons produced an 'ancient document' of King Henry I, which was sufficient to end the dispute.[170] It is impossible to know what effect this sort of action would have at the occasion, but the presentation of a solemn royal diploma must have had an influence beyond the mere words on the parchment. Courts also sometimes demanded proof in the form of an inspection of the land under dispute. In 1140, for instance, the monks of Saint-Aubin made a *clamor* to Geoffrey le Bel about his prévôt at Beaufort. Geoffrey ordered the prévôt to take servants (*famuli*) and law-worthy men (*legitimi viri*) to the land under dispute, perform a circumspection, and ensure that the comital land and monastic land were distinguished clearly by a ditch (*fossatum*).[171] And towards 1150, the same count

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[166] *Fulcherius enim de Cohorniaco ex hoc monachis probabilis testis fuit, quod quando pater suus terram illam elemosine donavit, Gaufridus comes pro elemosina totam consuetudinem dimisit*: *SAA* 284.
[167] Out of 29 cases which explicitly mention proofs, 9, or 31%, mention the presentation or the offer of a witness.
[168] See e.g., *SAA* 7 (1067 x 70), *SAA* 932 (1129, 29 May); *SMG* 46 (1110s/30s); *TV* 77 (1040 x 49).
[169] In 11/29 of the proof-mentioning cases are charters mentioned, or roughly 38%.
[170] *CN* 56 (1092). Note also, S. Fanning, 'Acts of Henry I of France Concerning Anjou', *Speculum*, vol. 60, no. 1 (1985), pp. 110-14.
[171] *SAA* 644 (1140).

heard a complaint about one Bechet, who was causing trouble for the monks of Saint-Serge. Geoffrey le Bel saw to it that Ernaldus, the seneschal of Brissac, went to the land in question with the vavassors of Brissac and native-born men; the boundaries of the land were inspected closely, and a man named Haimo the Old swore upon the relics that the monks of Saint-Serge were not lying.[172] The forms of proof in disputes over services were rational: witnesses, charters, inspections, oaths.[173] It is important to stress that each mode of proof was largely fact-finding, attesting to the facts of a specific case. Moreover, these were 'legally charged facts':[174] the previous owner of the property had consented to it being quit of custom; a lord had confirmed the status of land; land had been given in alms. All this points to a close relationship between disputes over services, lords, courts and redress, and suggests the broad outlines of a 'jurisprudence of security.'

The more challenging element of this jurisprudence of security concerned violence, if only because the line between lawful and illegitimate violence could be difficult to prove. Here the opinions of the those present in the court were probably central in determining the limits of acceptable violence,[175] but charters also allow one to sketch the broad lineaments of standards of lawful and acceptable force such figures might have applied in these cases. The vital issue was the peremptory use of force. In 1121 x 1127, Renault Calvin made a promise to the monks of Saint-Aubin, stating that should the monks' men commit an offence, he would not distrain (*distringere*) them, but would instead make a *clamor*.[176] The insistence upon publicising an offence, rather than summarily taking distraint, represents a significant attempt at controlling the use of force and embedding it within a normative framework of lawful and unlawful violence.[177] Further, many such promises amounted to an outright immunity from lay distraint, and thus formed part of a

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[172] *SSE* i 403 (1150 x 51).
[173] There are 5 cases mentioning a battle: *SAA* 220 (1080 x 82), *SAA* 879 (1092), *SAA* 387 (1082 x 1106), *SAA* 226 (1055 x 87); *Livre noir* f.94^{r-v}, no. 171 (1060 x 80). A further 2 mention ordeals: *Livre noir* f.94^{r-v}, no. 171 (1060 x 80), *Livre noir* f.99^{r}-100^{v}, no. 179 (1066).
[174] See Hudson, 'Court Cases', pp. 101, 104-5 for 'legally charged facts.' Cf. White, 'Inheritances', p. 87 for his 'substantive legalism.'
[175] Cf. *SAA* 181 (1067 x 1109), in which the monks of Saint-Aubin accused the monks of Saint-Maur of violence, which was brought into a *placitum* by Fulk le Réchin. The question of violence was settled 'by judgment of the barons' who were present. Perhaps laymen were specially positioned to interpret the lawfulness of violence?
[176] *Si autem homines monachorum in eadem silva forsfecerint, non eos Rainaldus Calvinus distringet, aut filiaster ejus, sed monacho inde clamorem faciet*: *SAA* 121 (1121 x 27). See also *SAA* 140 (1097). For a Le Ronceray example: *RA* 206 (*c*.1110).
[177] See further, Barton, 'Making a Clamor', pp. 220-35.

strategy whereby religious houses sought to tighten up direct control over their own dependants.[178] Others stated that a lay lord would only exercise distraint if a religious community failed to do so itself.[179] In 1056 x 1082, after inflicting much harm (*injuria*) upon a fishpond (*exclusa*) and mills which the monks of Saint-Serge held from him, Tescelin son of Hilbert concluded an agreement with the monks that if any man of Saint-Serge should do some wrong against him, he would never take it out (*se vindicare*) on the fishpond unless the offence had been concerning arrears of the rent from said pond. Such action would still not be permitted to Tescelin though, unless he had first impleaded Saint-Serge's prior at Saint-Rémy, and then made a *clamor* to the abbot if the prior had failed to do right. Tescelin was only permitted to exercise force himself if the abbot of Saint-Serge, after having heard a *clamor*, still failed to make emends to him.[180] Whilst this sort of agreement was partially motivated by a desire to protect economically valuable resources from damage or destruction resulting from seignorial violence, it also reflects an effort to control and direct procedural norms regarding when and in what circumstances violence was used. Further, such norms were in this last example intended to govern a lord's relations with his tenants; the monks' explicit acknowledgment that they held the fishpond and mills from Tescelin reveals clearly the tenurial dimensions of such concerns.[181]

Cases sometimes illustrate these norms in action. Lords and churches on occasion came into conflict over the jurisdictional implications regarding who had the right to hear a *clamor* and exercise justice.[182] After Bishop Ulger had apprehended and imprisoned some thieves who were preying on merchants travelling to and from Angers, Geoffrey le Bel ordered some of his knights to break into the episcopal tower

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[178] *SSE* i 151 (1056 x 82); *SAA* 207 (1127 x 54). This is particularly clear in cases where a lay lord promises that ecclesiastical dependants will not be distrained by his own agents, but by those of the religious beneficiary: see e.g., *SAA* 233 (1087 x 1109); *SSE* ii 65 (1062). For a slightly different type of clause, in which distraint will be jointly exercised by lay donor and ecclesiastical beneficiary, see *SSE* ii 38 (1062 x 82). See further, Lemesle, 'La cause du peuple', pp. 451-2 for the point of tightening of control.

[179] For example: *…si clamor illi vel suo homini venerit de aliquo forfacto, prius clamorem faciet monacho; quod si rectum facere neglexerit, ipse vindictam faciat*: *SSE* i 315 (1056 x 82)

[180] *…ut si deinceps monachus Sancti Sergii aut quilibet homo Sancti Sergii aliquid in eum deliquerit, nequaquam de ipsa exclusa se vindicet nisi forte de censu ejusdem excluse ei forfactum fuerit, scilicet ut statuto die non reddatur illi. Quod si contigerit, nec tunc quidem vindicare se ei liceat, nisi prius monachum qui tunc obedientiam Sancti Remigii aget de hoc ad rationem miserit. Quod si monachus reddere disimulaverit nec si etiam aliquid inde forfacere presumat, donec ad abbatem Sancti Sergii clamorem de hac re fecerit. Si autem et abbas injusticiam illi factam emendare neglexerit, tunc autem de illa exclusa vel de qualibet eorum rem vindicare se poterit*: *SSE* ii 357.

[181] *…que in ea de ipso Tescelino habebamus*: *SSE* ii 357.

[182] E.g., *TV* 295 (1080), *TV* 420 (1108). Similar concerns underlie *SAA* 220 (1080 x 81) and *SAA* 226 (1055 x 87).

at Chalonnes and bring the thieves back to Angers to be hanged (*ad suspendium*). Geoffrey was then promptly warned by Ulger 'how grave it would be' to violate an episcopal immunity 'without the judgment and assent' of the bishop.[183] Likewise, a judgment to a dispute from Saint-Aubin during the later years of the reign of Geoffrey Martel is of especial significance here. Odo de Blaison, reaching the age of youth and taking the counsel of young men, claimed, 'as if by custom', pasturage for his own horses along with those of his knights and peasants in the demesne meadows of Saint-Aubin.[184] The monks then made a complaint to Geoffrey Martel, who eventually brought the case to court in Angers. Here, the count charged Odo with having invaded the abbey 'unjustly, without a *clamor*';[185] after some debate, the judges of the case – Adelard de Château-Gontier and Geoffrey de Chemillé – judged that Odo had doubly injured the count by claiming a custom from they abbey where he had no right, and by having invaded the abbey *sine clamore*, whereupon his 'invasion had been wholly unjust.'[186] The comital prerogatives over the abbey of Saint-Aubin were probably an important factor in this particular case,[187] but the implications of the judgment remain significant. Here was a norm sanctioning against the peremptory use of force, and encouraging instead discussion and court-based justice.[188] And this is just enough to illustrate that contemporaries were articulating and developing norms regarding the procedural elements of force, even if much of the substantive richness of these norms remains obscured.

These norms, arguments and proofs used in courts were aimed at achieving a definitive result. Nearly one in five cases explicitly mention a judgment, though cases in which a lord issued mandates against his agents were also tantamount to

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[183] *...ad comitem accessi celerrime et clamans et conquerens ostendi quantum grave esset in praesenti et periculosum [in] posterum honorem castelli et immunitatem violari sine judicio et sine assensu Andegavensis pontificis*: *CN* 207 (1136 x 48).

[184] *Qui Heudo, juvenis factus ac juvenum consilio usu, immisit quadam vice, quasi propter consuetudinem, omnes equos suos et suorum, non solum equitum, sed et rusticanorum, in prata dominica monachorum Sancti Albini*: *SAA* 178 (1056 x 60). The case has been discussed recently in Barton, 'Making a clamor', pp. 229-30. I have also benefitted from discussion of this case with Kim Esmark.

[185] *…appellavit ultro comes Heudonem de Blazono de hoc quod abbatiam suam sine clamore injuste invaserat*: *SAA* 178.

[186] *…dupliciter erga dominum suum comitem forsfecerat, de hoc quod sine clamore abbatiam comitis invaserat et de hoc etiam quod ejus invasio omnino injusta fuerat*: *SAA* 178.

[187] See in particular Guillot, i, pp. 129, 160-1.

[188] See Barton, 'Making a Clamor', pp. 229-32 for further examples of disputes with a judgment that an individual's actions were unjust because done *sine clamore*.

judgment.[189] Some claimants of customs were described simply as having been found guilty by judgment of the court;[190] alternatively, judges were sometimes ordered to terminate a case by judgment;[191] while other cases state that the court, comprised of lord(s), barons, and occasionally others, made a judgment against the offender.[192] It is likely that religious communities sought unilateral judgments, rather than compromises, when it came to disputes over services and customs. In one dispute, the monks of Saint-Aubin were awaiting a judgment against Pagan de Clairvaux and Hugh de Pocé: Geoffrey le Bel had sent the judges off 'for making judgment', and in the intervening time, the Angevin count spoke with the abbot about a *concordia*, and managed to convince the abbot to come to peace with the knights who had been causing harm.[193] The fact that it was the count specifically, and not the abbot, who petitioned for the *concordia* whilst the judges deliberated on their decision is important, and suggests that for the monks, judgment against Pagan and Hugh may have been more desirable. Another Saint-Aubin example gives a similar impression. Towards 1140, Bernard the monk, the prior of Saint-Aubin's priory at Brossay, went into the court of Aimery de Thouars after the latter had summoned him over a dispute about the *pedagium*. Bernard probably initially wanted to have a judicial confirmation of Saint-Aubin's immunity from this, 'but Bernard saw that he had no aid against the prévôt [Aimery], so began to work the prévôt and his servants with his prayers and entreaties.'[194] The record suggests a shift in tactics upon entering court on the part of Bernard the monk; by describing Bernard's actions as entailing a shift to prayers and entreaties, the scribe implicitly states that judgment rather than compromise may have been Bernard's initial goal. The desirability of judgment is not difficult to comprehend. For religious plaintiffs, it represented a strong statement of their rights

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[189] Bilateral agreements over customs between a lord and religious community may likewise mask adjudicatory decisions directed against the lord's men. See for example *SAA* 930 (1103), in which the foresters and *homines* of Fulk le Réchin are the subject of the complaint, but Fulk le Réchin performs the quitclaim to the monks of Saint-Aubin. Such an account almost certainly masks interactions between Fulk and his agents, which may have a more adjudicatory appearance.
[190] *SAA* 5 (1040 x 60), *SAA* 284 (1070s/80s), *SAA* 90 (1067 x 82).
[191] *SSE* i 403 (1150 x 51); *SAA* 932 (1129); *TV* 77 (1040 x 49).
[192] *SAA* 7 (1067 x 70), *SAA* 97 (*c*.1100), *SAA* 226 (1055 x 87); *SSE* ii 53 (*c*.1100), *SSE* ii 126 (1100 x 33); *Livre noir* no. 266 (1030 x 39).
[193] *Audita utriusque controversia partis comes ad faciendum judicium judices tam clericos quam laicos in partem misit. Dum vero illi inter se de judicio agerent, comes benigne cum abbate de concordia locutus est. Consilio itaque comitis, monachi et milites hanc iniere concordiam*: *SAA* 674 (1142).
[194] *Videns ergo Bernardus monachus se adversus prepositum nullum adjutorium habere, cepit cum preposito et servientibus ejus precibus et conjurationibus agere*: *SAA* 151 (*c*.1140).

in land, and helped them to consolidate direct control over properties under their control.

Rational proofs, pleading, court judgments: all point to the availability of fora in which lordship and perceived excesses of seignorial power could be argued, debated and held to account. Underlying these processes was a vibrant, if flexible, series of normative frameworks which helped to define and structure notions of security of tenure. Charters very occasionally make reference to these frameworks. For example, in the *placitum generale* recorded in the cartulary of Saint-Aubin, Geoffrey Martel brought Hilduin the prévôt into court, and ordered two ex-prévôts, 'who knew the customs of Anjou well', to give testimony before Geoffrey and his 'curial judges' (*curiales judices*).[195] I am less convinced that this reference to the 'customs of Anjou' implies the early development of a distinctly regional custom; there was probably little to distinguish 'Angevin custom' from that of similar regions of northwestern France, such as Maine, the Touraine, the Vendômois or even Normandy. What the reference does imply, however, is an attempt to appeal to a predictable body of custom that had relevance beyond the facts of a particular case.[196] Finding witnesses who could speak to this custom, then, represents a significant step towards a 'jurisprudence of security.'[197] This was a jurisprudence cultivated in seignorial courts, and above-all, in the comital court.

Of course, the delivery of judgment was no guarantee that all parties would accept that judgment, and therefore it is worth concluding this section with consideration of some of the means by which seignorial courts sought to enforce their decisions. Threats accompanying judgments were probably common, and may often have been sufficient. For example, Fulk le Réchin delivered judgment against an agent named Otger, and threatened him 'terribly' lest he commit further offence;[198] Fulk Nerra

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[195] *…qui omnes antiquitus bene noverant consuetudines Andecavinas*: *SAA* 5 (1040 x 60).

[196] Cf. Guillot, i, pp. 372-5; idem, 'Sur la naissance de la coutume en Anjou au XI[e] siècle', in *Droit romain,* ius civile *et droit français* ed. J. Krynen. *Études d'histoire du droit et des idées politiques* no. 3 (Toulouse, 1999), pp. 273-92.

[197] In this light, recall that in the case between Maurice *Choerius*, Geoffrey de Baracé and the monks of Saint-Serge, the claimants asked Fulk de Matheflon to make judgment with the assistance of *eruditi viri*: these men, along with Fulk, probably acquired a reputation for knowledge of this body of custom. See further, Lemesle, *Conflits*, pp. 74-5, who writes of Fulk's legal experience.

[198] *…et minatus est ei terribiliter ut ultra non forfaceret aliquid monachis in illa terra neque in burgo*: *SAA* 89 (1067 x 1109).

promised he would avenge any further wrong the monks of Saint-Florent suffered;[199] this same count also beat one of his ministers after judgment, no doubt to ensure he remembered his place;[200] and Burchard de Vendôme, although 'still a boy', threatened a 'particularly great vengeance' against his huntsmen if they harmed the monks of La Trinité any further.[201] Defiance remained a distinct possibility though. Peter de Brion, for example, persisted in harassing the monks of Saint-Aubin despite the threats and orders of the Angevin count, according to the monastic charter.[202] A powerful opponent could prove difficult to curb, especially since lords pronouncing judgments may not necessarily have been stronger than the malefactor. Equally, in some cases a lord may not have been able to guarantee that those upon whom he relied to carry out his decisions would in fact do so. Geoffrey Martel, for instance, heard the case (*narratio*) of the monks of Saint-Aubin against Odo de Blaison about forced pasturage; the count ordered Geoffrey de Trèves to distrain Odo's horses and lead them to Beaufort, presumably so that Odo would go to Martel's presence for justice.[203] Geoffrey de Trèves instead refused to do this, partly because of his illness, but also because of his friendship towards the men of Blaison, many of whom were his own men, and Geoffrey secretly warned the men of Blaison.[204]

In such circumstances, payments probably helped. Just over one in six cases mentions a material countergift of some sort.[205] These could be modest amounts – 5*s*., 10*s*., 20*s*. –[206] but could also be considerable sums – £100 in one case; 1100*s*., and a weight of gold in another.[207] Such payments may have been little more than bribes at

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[199] *…ex nostra auctoritate et praeceptione jubemus ut nullus ex haeredibus Alberici has quas dimittimus repetere audeat malas consuetudines, quia si fecerit pro Dei amore et animae meae salutem vindex existam*: *Livre noir* f.28^{r-v}, no. 45 (990 x 1011).

[200] *…Fulco comes fecit ante se venire Michaelem, magistrum illius temeritatis quem bene verberatum coegit ut cistam illam quam inde asportaverat illuc proprio collo reportaret et minaciter vetuit ne quis suorum vel ejus successorum minister domum illam…invadere auderet*: *CN* 80 (1006 x 40).

[201] *…comminatus etiam plurimum gravius in eos vendicandum fore si tale quid deinceps in terra Sancte-Trinitatis vel ipsi facerent*: *TV* 258 (1076).

[202] *…Gaufridi comitis minas sive praecepta justiciamque ecclesiae penitus contemnebat*: *SAA* 645 (1127 x 54). Cf. the continued troubles John *Chamallardus* caused these same monks: *SAA* 949 (1151).

[203] *SAA* 178 (1056 x 60).

[204] *...partim pro infirmitate qua etiam mortuus est, partim pro amicicia hominum de Blazono, quia plures erant sui homines, non solum facere renuit, sed et Blazonenses de precepto comitis occulte premunivit*: *SAA* 178.

[205] Material countergifts appear in 16/99, or roughly 16% of cases.

[206] For 5*s*., see: *Livre noir* no. 92 (*c*.1070). For 10*s*., see: *SAA* 389 (s.d.), *SAA* 792 (1107 x 20). For 20*s*., see: *SAA* 120 (1127 x 54). Some countergifts were not pecuniary: for a gift of horses, see: *SSE* ii 69 (1093 x 1102); for a missal, see: *Livre noir* no. 49 (1055 x 60), along with 65*s*. For wheat, see: *SAA* 254 (1067 x 81).

[207] *TV* 417 (*c*.1107) and *SAA* 221 (1080 x 82) respectively.

times, like when the monks of La Trinité gave Guicher de Château-Renault 20*s*. because their protector had failed to defend them, and therefore the monks preferred to make a payment than to have the land burdened with an 'evil custom' for all time.[208] Material countergifts may also have taken the form of pardoning an offender the fines incurred in prosecuting a claim.[209] Joscelin de la Pouèze, for instance, distrained the land of Saint-Aubin, lost his case, and was forced to surrender his hauberk (*lorica*) as compensation for the damages he had caused, because he had nothing else with which to meet the fine. The monks, after Joscelin's quitclaim, took mercy on him and returned his hauberk.[210] Spiritual countergifts, in contrast, are very rare in the extant cases: only two I have found mention that the litigant was to receive the 'society and benefit' of the abbey to whom a quitclaim of customs is being made, and one further example mentions the litigant being promised 1000 masses.[211] The rarity of spiritual countergifts is a striking feature, since the bestowal of an abbey's 'society and benefit' is sometimes seen as peace-making mechanism aimed at restoring amiable social bonds between disputants and to cement a resolution.[212] Part of the explanation for this lies with the social status of the parties involved in such disputes; religious communities may have been less concerned about integrating a lord's agents into the fold than they were with lords and more notable landowners.[213] Regardless, countergifts, material or spiritual, cannot be said to be a regular feature of settlements to disputes over customs and services, and victorious parties to such disputes probably looked to other means of enforcing judicial decisions.

Central here was the role of an offender's peers. Many offenders were persuaded by 'good counsel' to abandon their claims.[214] Claimants are sometimes said to have 'recognised their wrong';[215] recognised that they had 'no right' in claiming

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[208] *…dixit enim se non aliter consuetudinem illam pessimam dimissurum nisi sibi darent XX solidos denariorum; quod monachi quamvis injuste quia defecerat qui justitiam eis adquireret, facere maluerunt quam terra eorum toto tempore mala consuetudinata fuisset*: *TV* 251 (1075).
[209] Cf. White, '*Pactum…legem vincit*', p. 297.
[210] *SAA* 693 (1127 x 54).
[211] For *societas et beneficium*: *SAA* 389 (s.d.); *TV* 100 (1054). For the masses: *TV* 433 (1119).
[212] See in particular, Rosenwein, *Neighbor*, p. 76.
[213] In none of the three cases in which a spiritual countergift is recorded was the recipient an agent: once the countess of Vendôme (*TV* 433); once the lord, Salomon de Lavardin (*TV* 100); and one Walter de Montrond (*SAA* 389), who does not seem to have been an agent.
[214] *SSE* ii 17 (*c*.1100), *SSE* ii 29 (1138 x 50), *SSE* ii 128 (1138 x 50), *SSE* ii 312 (1093 x 1113).
[215] *SSE* ii 168 (1093 x 1102), *SSE* ii 362 (1093 x 1102); *TV* 499 (1143 x 44); *SL* 5 (1111); *SAA* 235 (1087 x 1109), *SAA* 303 (*c*.1090).

customs;[216] or to have been inspired by some pious motive – a guilty conscience, fear of the Last Judgment, or divine inspiration.[217] How exactly litigants came to these realisations is not made clear, and such statements formed part of the rhetorical strategy of religious communities aiming to demonstrate that an offender's wrong was admitted publicly. But often it must have been the court-suitors, friends, perhaps family, of the claimants who gave counsel and led claimants to these sorts of considerations. Two knights of Vendôme, for instance, were counselled by Count Burchard de Vendôme to abandon their claim and this same count was himself counselled by his *fideles* to abandon his own claim.[218] What this counsel consisted of is never made clear, but must have entailed a degree of explication of the normative implications of any given case, perhaps expounding a judgment, or simply persuading an individual to avoid judgment in the first place.[219] One of the aims was certainly to convince an offender to recognise the opposing party's case and voluntarily abandon his own claim.[220] And the counsel need not always have been positive, either. Between 1082 x 1106, for instance, Ralph *Toaredus* claimed hospitality from the monks of Saint-Aubin. The two parties therefore entered a *placitum* at Baugé; while they were disputing, the *boni viri*, 'who had gathered from each party, began to defame Ralph, saying that he was seeking an unjust and morally wrong thing from the monks.'[221]

CONCLUSIONS

It is now time to tie together the different strands of this chapter. The main thrust of my argument has been that there were considerable restraints upon the arbitrary exercise of lordly power. These restraints were both formal and informal, and each served to cultivate overlapping normative frameworks geared at protecting ecclesiastical tenants from undue services. Such tenants seem to have had regular recourse to courts, both comital and seignorial. These courts accorded litigants the

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[216] *SSE* ii 29 (1138 x 50).
[217] *SAA* 387 (1082 x 1106); *Livre noir* f.94^{r-v}, no. 171 (1060 x 80); *CN* 204 (1125 x 48).
[218] *TV* 318 (1084) and *TV* 319 (1084). Cf. *TV* 420 (1108) in which Geoffrey Greymantle, count of Vendôme, ignored the counsel of his barons during a dispute with La Trinité.
[219] See e.g., *SSE* ii 139bis (*c*.1100), in which Guy, son of Ascelin abandoned his claim because 'he did not know what outcome he would have in judgment:' *...ignorabat quem exitum de judicio habiturus erat*.
[220] On these issues, see in particular Lemesle, '"Ils donnerènt leur accord"', esp. pp. 143-6.
[221] *…boni viri, qui ex utraque parte convenerant, Radulfum infamare ceperunt, dicentes quod rem injustam atque turpem a monachis exigeret*: *SAA* 387.

opportunity to plead with a normatively-charged discourse, to present rational proofs, and to obtain judgment defending prior tenurial arrangements and immunities. And whilst the nature of the *ex parte* evidence may exaggerate the formality and regularity of legal proceedings, it is important to emphasise that informal pressures, such as counsel, served to mitigate the excessive demands of lords upon ecclesiastical tenants. Churchmen here enjoyed a unique position. As communities tasked with providing spiritual benefits for laymen's souls, religious houses wielded spiritual threats and advantages which served to align their interests with the other barons of a lord's *honor*, as well as with the lord himself. Because of this unique vantage point, churchmen probably found many lay lords willing to defend them as an act of good lordship and good piety.

Disputes over services between lay lords and ecclesiastical tenants have wider significance for understanding the relationship between lordship and landholding. For one, it is worth stressing the tenurial dimensions of such disputes in the first place, a point often overlooked in models of the *mutation féodale* or 'feudal revolution.' Some of the cases I have discussed reveal clearly these tenurial dimensions. Disputes following the transfer of property to a religious house, or a change in lordship, usually by succession, make it difficult to interpret such conflict as the result of a rapacious lordship. Thus, whilst evidence for conflict between lay lords and lay tenants is almost non-existent, the disputes I have examined here become some of the best evidence for understanding the workings and dynamics of seignorial claims for services from tenants in general. Some aspects discussed in connection with these disputes are of course inapplicable to lay tenure, but many of the considerations discussed throughout the chapter which served to limit seignorial power must have been relevant to lords' relations with their lay tenants too.

The discussion in this chapter also has relevance in considering the development of norms. There must have been a relationship between disputes involving ecclesiastical communities over services argued and settled in courts, and the terms and agreements contained in charters recording grants, which were produced by those same communities. The importance of *clamores* and the outlines of the standards of lawful and unlawful force may be the most clear example of this dialectic between dispute and grant, but even references to grants being made 'in alms' must have appealed in part to discussions in court cases over the tenurial conditions attached to a piece of land. The significance of this suggestion is that it allows one to speculate that

charter draftsmen probably developed and streamlined the language of their documents in response to the practical experience of disputing and pleading. Charters thus acquire a central role in the formation and dissemination of a normative legal culture. Whilst much of this culture remained flexible and subject to multiple interpretations, it is important to recognise the ways in which charters themselves may have started to focus and narrow the parameters of the legal culture of the age. At the very least, the terms and agreements recorded in charters must have served to concentrate discussion in (and perhaps out of) court. Viewing these terms as the product of dialogue between granting and disputing illustrates the dynamic nature of eleventh- and twelfth-century Angevin legal culture.

Chapter 3: Warranty and Protection of Land

INTRODUCTION

Charters attest that a concept of warranty was known in eleventh- and early twelfth-century Anjou. Thus in the 1050s, one Gauslin Richer claimed a number of lands and vineyards from the monks of Saint-Florent de Saumur, alleging they 'pertained to his right.' After inflicting numerous grievances upon the monks 'for a rather long time', Gauslin and the monks convened together at a 'public plea' in the court of Chinon, before 'honourable men' who carefully listened to the case of each party before pronouncing judgment: Gauslin 'had no share in the aforesaid land, neither by right of inheritance, nor by warrant (*guarent*).'[1] The contradistinction between a claim to right in land based on inheritance and one based on warranty alludes to the importance of personal relationships as one possible way of conceptualising title to property. Although Gauslin's warrantor is never named, the dispute nevertheless raises important questions about the implications of this warranty obligation, and the nature of the personal relationship between lord as warrantor and man as tenant to which the case implicitly alludes.

The protection a lord offered his men was one of the essential features of good lordship.[2] Such protection centred principally on the lord's ability to defend his man from harm against both property and person, and was closely connected to the obligation of aid (*auxilium*) lords were theoretically supposed to offer their men.[3] Whilst a lord's protection was desirable in many situations,[4] my focus here is upon the relationship between protection and landholding, i.e., warranty of land. I concentrate primarily upon protection of land during the tenant's lifetime, though I

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[1] *...adjudicaverunt quod nulla ei pars esset in praedicta terra neque per parentela nec per guarent*: *Livre noir* f.39^{r-v}, no. 75 (1050 x 60).

[2] See P. Hyams, 'Warranty and Good Lordship in Twelfth Century England', *Law and History Review*, vol. 5, no. 2 (1987), pp. 437-503, esp. pp. 447-9. Cf. idem, *Rancor and Reconciliation in Medieval England*, (Ithaca, 2003), p. 150: 'From the vassal's viewpoint, the lord's obligation to maintain him against those who would do him wrong seemed almost the most important attribute of good lordship.'

[3] Cf. Hyams, 'Warranty and Good Lordship', pp. 449-51; Hudson, *LLL*, p. 53; S. D. White, 'Protection, Warranty, and Revenge in *La Chanson de Roland*', in *Peace and Protection in the Middle Ages* ed. T. B. Lambert and D. Rollason (Durham, 2009), pp. 155-67.

[4] One of the most obvious situations would be a lord defending his men from his enemies; see e.g., *GAD*, p. 80, where the defenders of the besieged castle of Montbayou requested *auxilium* from their lord, Fulk Nerra: *Illi de munitione viriliter se defendebant et auxilium a domino suo Fulcone per internuntios sepe petebant*.

shall offer a few thoughts on the heritability of warranty obligations.[5] Historians have identified two key features of warranty: first, defence of property against third-party challenges; and second, compensation (*escambium*) in the event this protection should fail.[6] In the words of Hyams, '[warranty] represented lordship, viewed from the perspective of the vassal as tenant', and was by the end of the twelfth century the 'standard…method of portraying tenant-right.'[7] The scope, however, of seignorial protection and warranty must often have formed the subject of debate between lords and men, perhaps even conflict. Of key concern was whether warranty was automatic, and whether making a grant in itself conveyed the protections warranty offered?[8] And if this were the case, how then did men compel lords to act on implicit obligations? Here we consider again the balance of power between lord and man, and ask what effect power had upon how these obligations were understood and put into action. For the questions must often have mattered. In the inimitable words of Hyams,

> To believe that men felt themselves irrevocably bound by every grant once made is to believe in a world without sin. It makes warranty too mechanical an obligation for the tough society of the early twelfth century with its largely oral memory. The hard politics of the seignorial world unquestionably accepted the ousting of once-accepted tenants for all kinds of reasons, not excluding the making of fresh grants of lands previously given to men now out of favour.[9]

Such considerations form the subject of this chapter.

The evidence for protection and warranty comes primarily from clauses in charters recording such promises made by a grantor to an ecclesiastical grantee. The principal difficulty therefore in reconstructing early Angevin warranty lies in the lack

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[5] For the distinction, see Hudson, *LLL*, pp. 51-2.

[6] Hyams, 'Warranty and Good Lordship', pp. 439-40; Tabuteau, *Transfers of Property*, pp. 196-204, esp. 197-200, 204; White, 'Protection, Warranty, and Revenge', p. 159, and more broadly, pp. 160-7, on how this protection could extend to an obligation to avenge a deceased vassal as compensation for the loss of life, should the need have arisen.

[7] Hyams, 'Warranty and Good Lordship', p. 440. Although Hyams develops his model to explain English evidence, his conclusions have wider geographical significance, a point Hyams himself makes in reference specifically to Anjou, Maine, and the Touraine in ibid., p. 456. See also S. D. White, 'The Discourse of Inheritance in Twelfth-Century France: Alternative Models of the Fief in "Raoul de Cambrai"', in *Law and Government in Medieval England and Normandy: Essays in Honour of Sir James Holt*, eds. George Garnett and John Hudson (Cambridge, 1994), pp. 181-2, who finds evidence of this sort of warranty in the *Raoul de Cambrai*.

[8] See e.g., White, *'Pactum…legem vincit*', p. 296, n. 72, who raises the problem; Tabuteau, *Transfers of Property*, pp. 198-9, argues that in Normandy, tenants could expect warranty 'as a matter of course.'

[9] Hyams, 'Warranty and Good Lordship', p. 464.

of documents recording grants between laymen.[10] Since warranty clauses survive almost entirely in connection with grants to churches, the typicality of such grants must remain in question.[11] Grantors might have conceptualised their obligations to ecclesiastical grantees differently than to their lay grantees. Moreover, charter draftsmen might have been keen to minimise the explicit tenurial components of warranty, in an effort to emphasise greater direct control over ecclesiastical acquisitions.[12] Equally, these clauses make it difficult to separate obligations residing in grants from those inherent to lordship and commendation, since all the extant evidence ultimately concerns granting. The ambiguity of ecclesiastical landholding, which has been a recurring theme throughout this thesis, presents then considerable difficulties of interpretation. In addition to clauses recording seignorial protection, warranty can be approached through accounts of disputes. These again present problems of interpretation. Dispute reports are *ex parte* statements, written by a victorious ecclesiastical party with an interest in the property the narrative describes; as such, any information on warranty between laymen is likely only to be incidental to the main focus of the account.

In this chapter, I explore the questions of early Angevin warranty and seignorial protection of land. I do so along three broad lines. First, I consider what precisely a charter is recording when it includes a protection clause. This addresses, again, the relationship between the written word and the reality it describes. This theme continues in section two, where I address what protection and warranty meant, and draw out the expectations underlying such clauses. In the third and final section, I discuss the limited evidence of cases in order to illustrate warranty in practice.

CHARTERS AND RECORDS

Clauses recording the promises and oaths of protection sworn by grantors for their beneficiaries start to appear around the year 1040.[13] There are approximately 110 such clauses from this point up to *c*.1151 surviving in my sample corpus of charters, with

[10] Though note, one of the earliest examples concerns a laywoman's commendation of her property to the Count of Blois in return for the lord's protection, which the count delegated to Robert, viscount of Lavardin. See *TV* 11 (before 1037), and Barthélemy, *La société*, p. 328 for comment.

[11] I have not found any warranty clauses in grants by churches to laymen. This is perhaps because ecclesiastical granting tended to take the form of life-grants, which may have sought to minimise the grantee's claim upon the property. A wider sample of charters might reveal examples of ecclesiastical warranty, however.

[12] See further, Hyams, 'Warranty and Good Lordship', pp. 442, 475, on this problem.

[13] See *TV* 22 (before 1040); *SAA* 1 (1037).

the majority falling within a fifty-year span between 1075 and 1124. The promises recorded in such clauses almost certainly antedate the writing down of the obligations.[14] Oaths and guarantees of this sort continued into the thirteenth century, which suggests that the lord's protection of his man's tenure remained an important element to both granting and the relationship between lords and men.[15] Protection clauses were recorded chiefly for two types of grant: gifts and quitclaims. Gifts and quitclaims each account respectively for roughly one third of the extant clauses. The remaining third of clauses is spread among sales, confirmations, exchanges, commendations, a mortgage and a family grant, with sales and confirmations making up the majority.[16]

Clauses in charters providing for the lord's continued protection and support record verbal speeches and promises made at the occasion of a grant.[17] Many clauses are introduced by a verb of promising, such as *promittere* or *spondere*; others use *jurare*, which further recalls the oral setting of grants.[18] These oaths were an important element of a grant aimed at securing its legitimacy. One charter states that Aubrey de Laigné 'promised and confirmed by lawful statement' that he would protect the grant, and the reference to a 'lawful statement' (*legalis assertio*) hints that these oaths may have required certain elements to make them meaningful, either specific words or a shift in linguistic register.[19] An oath of this sort probably accompanied every grant, though went unrecorded in the charter. Witnesses, for example, were often said not only to have seen a grant, but also to have heard it; speeches of protection would have been one of the many things witnesses heard.[20] Ozanna de Lavazé, in a rare instance of a woman making such an oath, is said to have

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[14] Cf. Hyams, 'Warranty and Good Lordship', pp. 456-7.

[15] For late clauses, see *TV* 597 (1190), *TV* 603 (*c.*1190), *TV* 619 (1199), *TV* 624 (1188 x 1200); *SAA* 571 (1191 x 1220). These later clauses are diplomatically similar to those of the eleventh century, though lack of evidence makes generalisations about diplomatic development difficult. See too the thirteenth-century examples cited below, n. 50. Note too, the *Établissements de Saint-Louis*, caps. 95, 130 mention warranty, though in connection with slightly unusual circumstances.

[16] Exchanges: *SSE* ii 88 (1113 x 1133); *TV* 597 (1190). Commendation: *TV* 11 (before 1037), *TV* 389 (*c.*1100). Mortgage: *TV* 444 (1123). Family grant: *TV* 298 (*c.*1080).

[17] See also, Hyams, 'Disputes and How to Avoid Them', pp. 141-2.

[18] For *promittere*, see e.g., *SL* 28 (*c.*1160); *TV* 290 (1080), *TV* 330 (1087), *TV* 389 (*c.*1100); *SAA* 267 (1100s [undated, but likely *c.*1100]), *SAA* 773 (1109), *SAA* 785 (*c.*1110); *SSE* ii 15 (*c.*1100), *SSE* ii 315 (1082 x 93); for *spondere*, see e.g., *SL* 44 (1103); *TV* 328 (1086); *SAA* 655 (1097); for *jurare*: *TV* 444 (1123), *TV* 485 (*c.*1139); *SAA* 361 (1060 x 81); *SSE* ii 223 (*c.*1112).

[19] *…promisit etiam et legali assertione confirmavit*: *SSE* i 145 (1070 x 82).

[20] Sanctions, boundaries and dispositive clauses provided further content. On the reading of sanction clauses at grants, see L. Morelle, 'Les chartes dans la gestion des conflits (France du nord, XI^{e}-début du XII^{e} siècle)', *BÉC*, vol. 155 (1997), esp. pp. 287-90.

'proclaimed with a clear voice' that she would defend her grant, and the emphasis upon a 'clear voice' is striking.[21] Scribes on occasion reported grantors' words in direct speech. Although such instances of reported speech were highly stylised, they provide nonetheless useful evidence of what scribes at the least thought a good promise of protection should be.[22] Thus Fulk V was asked to confirm the gift of the wood of Hérisson made to Saint-Aubin by Berengar de Molières and his lord, Abbo de Rochefort. Fulk reportedly said: 'I, and my son Geoffrey, grant it [the wood] to St Aubin free and immune from all custom, in alms, and promise that we shall also always defend it as if it were our own gift.'[23]

Speeches of protection could also be more formal, sometimes described as a solemn oath (*fides*).[24] Maurice, the son of Aimery de Montbazon, after quitclaiming to the monks of Saint-Aubin, exited the chapterhouse and then gave his oath, with another Aimery holding his hands whilst he did so.[25] In other cases, an oath could be sworn upon the relics, sometimes even upon the Host itself.[26] Ordinarily a man's promise to protect was probably sufficient; grantees may simply have expected their grantors to hold true to their agreements and defend the grant should the need arise.[27] Additional forms of assurance such as swearing on the relics, which implicated God and the saints in the grant,[28] or simply extracting more binding oaths, would have been desirable when the grantor's word was perhaps in doubt.[29] Peter Bisol, for example, was suspected by hearsay of having killed his lord, Matthew du Plessis; when he made a grant to Saint-Aubin, therefore, he also gave a solemn pledge, giving

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[21] …*et clara voce eandem terram ab omni calumnia se adquietaturam coram omnibus protestans*: SAA 784 (*c*.1110).
[22] Cf. Tabuteau, *Transfers*, p. 137 on the possibility that such speeches in Norman charters record, more or less, the grantor's words. The stylised nature of these speeches may equally reflect stylised speech in the vernacular.
[23] …*et quasi proprium munus nos eandem ecclesie semper defensuros promittimus*: *SAA* 114 (1117).
[24] See also Tabuteau, *Transfers of Property*, p. 139.
[25] *SAA* 430 (1113). For other examples of grantors giving their *fides*, see e.g., *SAA* 366 (1082 x 1106), *SAA* 655 (1097), *SAA* 896 (1120 x 27); *TV* 22 (before 1040), *TV* 486 (1139), *TV* 552 (1144 x 59); *SSE* ii 2 (1100 x 10), *SSE* ii 4 (1100 x 10), *SSE* ii 73 (1093 x 1100), which also mentions that this pledge was given whilst a third party held the oath-taker's hands.
[26] *CN* 236 (1162); *SAA* 361 (1060 x 81), *SAA* 430 (1113); *TV* 444 (1123); and *TV* 420 (1108) mentions both the relics of La Trinité and the Host.
[27] Note an example from Le Ronceray in which guarantors form their agreement 'not by *fides*, but by plain words' (*non per fidem sed plano verbo*): *RA* 355 (*c*.1120).
[28] Note too, at least with grants to churches, many donors placed a token of their gift upon the altar, further calling upon God to witness.
[29] Cf. *SMG* 57 (*c*.1140), in which the monks of Saint-Maur seek out a donor's kin for their confirmation because the grantor rarely held true to his promises: *sed quia vagus erat et in verbis non permanebat*.

his hands to one Adelard.[30] The reputation and trustworthiness of the grantor therefore could influence the outward forms and perhaps even the content of a grantor's oath. Some oaths, for instance, stated explicitly that they were made 'without evil intent' (*sine malo ingenio*),[31] further drawing out the relationship between oaths of protection and broader concerns over trust and the security of a grant.

The giving of such a promise was not limited to the grantor himself. Most often it was the principal to the transaction who offered protection, but grantors also made promises together with their kin. Husbands and wives could promise defence together, fathers often took oaths with their sons, and brothers could jointly guarantee protection as well.[32] Equally, grantors swore oaths with generic relatives – *parentes* or *propinqui*.[33] The lord of a grantor also acted with his man on occasion, guaranteeing the grant with the grantor himself.[34] Alternatively, grantors sometimes asked others to swear an oath on their behalf, such as Maria, who along with her daughter made a donation to Saint-Aubin, but had her son-in-law guarantee the gift.[35] Protection by proxy might be connected to deathbed grants, or situations in which the grantor himself was no longer in position to undertake the charge of protection.[36] Samuel de la Cropte, the brother of Fulk de Matheflon, asked his nephew Hugh to come to his deathbed and defend the gift in alms Samuel had made; Hugh kissed his uncle in way of a pledge, and with tears promised that he would allow no harm to befall his uncle's gift.[37] Lords were also present at deathbeds. Hamelin de Méral for instance summoned his lords, Guy de Laval and Renault de Craon, to attend his deathbed and protect the grants he made of goods held from each of their honours.[38] But having a

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[30] *SAA* 896 (1120 x 27).
[31] E.g., *SAA* 272 (1082 x 93); *SSE* i 6 (1082 x 93), *SSE* i 146 (1074); *SSE* ii 316 (1056 x 82); *TV* 298 (*c.*1080) for *sine velo malo*.
[32] For a husband and wife oath: *SAA* 121 (1121 x 27); *TV* 22 (before 1040); fathers and sons: *SAA* 128 (1060 x 81); *TV* 486 (1139); *SSE* ii 316 (1056 x 82); brothers: *TV* 603 (*c.*1190); for a brother and a nephew: *SAA* 667 (1082 x 1106).
[33] *CN* 99 (1116); *SAA* 663 (1151); *SSE* ii, 223 (*c.*1112); *TV* 444 (1123), *TV* 551 (1144 x 1159). Some grantors took oaths with their affinal kin: for an example of a brother-in-law promising protection with a grantor, see *TV* 485 (*c.*1139).
[34] *SSE* ii 345 (1056 x 82); *SAA* 669 (1100).
[35] *SAA* 83 (1082 x 1106).
[36] Proxies also swore protection when a kinsmen was made a monk, thus effectively ending the grantor's secular life: see e.g., *SSE* ii 315 (1082 x 93).
[37] *…promittens illi, fide media, osculum ei dando pro hac re sub nomine fidei ut illam toto tempore vite sue conservaret et quod eam si non augeret minui nullo modo pateretur*: *SAA* 743 (1118). Cf. *SAA* 655 (1097), in which a donor's nephew swore protection because the donor wished to be a citizen of the celestial Jerusalem, suggesting he was near death.
[38] *SSE* i 55 (1102 x 13). For lords swearing protection on their men's behalves, see *SSE* ii 15 (*c.*1100), *SSE* ii 120 (1056 x 82); *SAA* 366 (1082 x 1106).

third party swear protection on one's behalf need not always have been related to deathbed grants or moments of generational change: having a protector more powerful than one's self was often reason enough.[39] When Robert de Moncontour gave his land at Coulommiers to La Trinité, for example, he sought out the barons of Vendôme and Count Burchard of Vendôme, 'because he is a strong man and ought to protect and watch over the aforesaid abbey for the honour of God, in as much as he is able.'[40] Some promises were clearly more valuable than others, and the evidence suggests a degree of discretion at the moment of a grant in determining who explicitly undertook the obligation to protect a grant. Whilst beneficiaries might ordinarily expect the grantor to take charge of the defence of a grant, a man's protection does not seem to have been so inextricably connected with his grants as to preclude others from performing the obligation on his behalf.

Situating speeches, oaths, and promises of protection in the context of granting occasions reveals that the extant clauses recording such speeches are only the tip of the iceberg. Much of the surviving evidence regarding the practice of making promises of protection and warranty probably reveals more about the circumstances leading to the writing-down of such obligations, rather than commonality of the obligation itself. It is probable that some such speech guaranteeing protection accompanied most grants; unusual circumstances might have accounted for the writing down of such promises. Thus, it is significant that nearly one third of extant clauses survive in connection with quitclaims, namely a grant in which the recording in writing of the grantor's protection was especially desirable. Ordinarily, recording these speeches might have been deemed unnecessary, and indeed, the protection and good faith of individuals of good repute was probably simply expected. This does not bring us much closer, however, to what such promises entailed, and I turn now to consideration of the language of early-Angevin warranty and protection in order to reconstruct the expectations which underlay these promises.

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[39] Cf. Maitland, *HEL*, p. 306, for his classic statement: 'Happy then was the tenant who could say to an adverse claimant: – "Sue me if you will, but remember that behind me you will the find the earl or the abbot." Such an answer would often be final.'
[40] *TV* 299 (1080).

WARRANTY: NORMS AND EXPECTATIONS

The oral setting of granting means that extant clauses of protection display considerable linguistic and diplomatic variety. Monastic scribes employed a wide range of verbs and clauses in order to capture the content of oaths and promises.[41] These verbs are mostly related to defence and protection, though a number of clauses were constructed around (*con*)*servare*, giving a sense of keeping an agreement, and nearly a quarter of all extant clauses use the verb *adquietare*. *Adquietare* is the most challenging of the protection words.[42] At its core seems to be a notion of maintenance and support, and a few Saint-Aubin charters in which the verb is used outwith the context of protection clauses support this interpretation.[43] This verb may imply a right to compensation as well, and I discuss this below. Occasionally more technical verbs were used, such as *plegiare* or *adfiduciare*, clearly reflecting the relationship between protection and the giving of pledges or sureties.[44] There is evidence of house styles in individual abbeys. Scribes from Saint-Aubin, for example, used *adquietare* far more than any of the other houses, whilst Saint-Serge scribes seem to have preferred a verb like *tueri*.[45] Vernacular vocabulary is noticeably lacking. Only one clause from my sample uses a Latinised form of *guarir* making warranty language itself quite rare,[46] and even beyond the clauses themselves, warranty-related vocabulary remains exceptionally uncommon.[47] The rarity of such language may in part reflect a scribal effort to limit the intrusion of the vernacular into classicising texts. Regardless, the

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[41] Cf. D. Postles, 'Seeking the Language of Warranty of Land in Twelfth-Century England', *Journal of the Society of Archivists*, vol. 20 (1999), pp. 209-22, for a helpful analysis on English documents. La Trinité clauses and Saint-Aubin clauses contain seventeen different verbs to express the content of these oaths.

[42] Tabuteau, *Transfers*, p. 196 described it as the 'most technical' of the Norman verbs of warranty, taking it as synonymous with warranty.

[43] E.g., *SAA* 258 (1060 x 81), and *SAA* 259 (1060 x 81), in which grantors and the monks of Saint-Aubin agree to share responsibility for the upkeep and maintenance of river banks. The verb used is *adquietare*. See also Niermeyer, *Latin Lexicon*, p. 13 (*acquietare*).

[44] For *plegiare*: *TV* 444 (1123); for *adfiduciare*: *TV* 552 (1144 x 59); *SL* 22 (1060).

[45] Saint-Aubin used *adquietare* in just under 44% of its clauses, compared to La Trinité, which used it in only 9% of its clauses, or Saint-Serge, using it in about 8.5% of its clauses. *Tueri* was used by Saint-Serge in nearly 30% of its extant clauses, compared to 6% and 4% in La Trinité and Saint-Aubin respectively. Scribes of La Trinité used *defendere* most regularly, in over 45% of their clauses.

[46] *SAA* 104 (1038 x 55): *guarendere*. Cf. Tabuteau, *Transfers*, p. 196, who notes that in eleventh-century Norman charters there are only four clear examples of warranty language being used. White, 'Protection and Warranty', esp. p. 156, has a helpful discussion on Old French vocabulary.

[47] E.g., *SSE* ii 330 (*c*.1100), for *waranti*; *SAA* 362 (1060 x 81), for *guarentus*; *Livre noir* f.39^{r-v}, no. 75 (1050 x 60), which opened this chapter. For examples outwith my sample, see *SVM* 163 (*c*.1100): *guarantare*, cited in Bongert, *Les cours laïques*, p. 194, n.1; see also Hyams, 'Warranty and Good Lordship', p. 446, n. 28 for an example from Marmoutier. Other Marmoutier charters: *MD* 161 (1104), for a *placitum* before Adela of Blois, which uses the word *guarentus*. For late examples, see *MD* 219 (1208), for *garantire*, *MD* 220 (1210) for *guarentere*; *MV* 52 (1272), for *guarantizare*.

breadth of vocabulary in which protection and warranty are recorded is doubly significant: first, it reflects the indirect relationship between promises which were probably given in the vernacular, and charter clauses recorded in Latin; second, this linguistic variety suggests that warranty and protection had a broad and adaptable range of meanings. Verbs of protection hint at an inclusive obligation, but one for which specific details of an individual's commitment might have been subject to debate and interpretation if such protection were called upon.

Beneath this linguistic variety though, clauses recording protection can be grouped into a number of categories. They seem to have been constructed from a range of small formulaic components which could be combined or adapted depending both on the preferences of the charter draftsman, and on the needs of the particular situation. Most clauses expressed at their core a sense of protection. Indeed, the most common types of clause were built around the verb *defendere*, with just under one third of all extant clauses using this verb. A Saint-Serge example is typical: Vivian, the son of Hugh de Montjean 'promised that he would defend the land itself against all men.'[48] Defence or protection was also conveyed in verbs such as *tueri*,[49] *custodire*,[50] and *protegere*,[51] and the choice of any given verb of defence or protection was almost certainly a matter of preference. It is doubtful that draftsmen imagined significant differences between verbs such as *defendere* and *tueri*, for example. A verb like *custodire*, however, may hint at an underlying act of commendation – in two instances this was certainly the case. Ameline, the mother of Geoffrey de Preuilly, for example, beseeched Count Odo of Blois to undertake custody of some of her property because it was separated from her *caput*, and likewise, Renault de Château-Gontier, upon receiving a share of land and revenues from the abbot of Saint-Aubin, was enjoined to take custody of the remaining lands and revenues which were in the monastery's demesne.[52] The core of protection must have lain in a promise to allow no harm to befall the beneficiary, and some charters make this clear. For example, Abbot Daibert of Saint-Serge bought a bordage from Harduin and his immediate lord, Tescelin; their lord, Roger de Montrevault, then undertook the protection of the grant

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[48] *…promisitque se eandem terram contra omnes homines defensurum*: *SSE* ii 15 (*c*.1100).
[49] E.g., *SAA* 430 (1113), *SAA* 669 (1100); *SL* 44 (1103); *TV* 299 (1080), *TV* 330 (1087); *SSE* i 6 (1082 x 93), *SSE* i 55 (1102 x 13), *SSE* ii 223 (*c*.1112).
[50] E.g., *SSE* ii 216 (1113 x 33), *SSE* ii 9 (*c*.1150); *TV* 517 (1147); *SAA* 1 (1037).
[51] *SSE* ii 24 (1100 x 10); *SL* 22 (1160); *SAA* 664 (1167) and a late example in *TV* 624 (1188 x 1200).
[52] *TV* 11 (before 1037); *SAA* 1 (1037).

which states simply that he will allow 'no molestation or unjust thing to befall the monks',[53] and other charters stipulate that the grantor 'forbids anyone to do harm or injury.'[54] These sorts of promises ensuring that no harm comes upon the beneficiary express the essence of protection, whilst also reflecting the conceptual origins of such promises in the oaths exchanged between lords and men.[55]

Rarely do such clauses spell out specifically what is meant by protection or defence. Defence in court must have been a primary concern.[56] A quitclaim from *c*.1050 includes a promise by Guy, son of Geoffrey de *Hisdriaco*, that should a further challenge surface, he would defend the monks *in curia*.[57] Likewise, some protection clauses amount to a promise that the grantor will himself hold the court to settle the challenge, thus guaranteeing justice in his own court, and perhaps implying that the grantee could expect a favourable judgment.[58] Other statements of defence must often have had courts in mind, either by having the warrantor provide testimony, or in rare occasions, performing judicial combat on the beneficiary's behalf.[59] In 1082 x 1093, Vivian Ragot quitclaimed to the monks of Saint-Serge, and promised that he would defend the grant against all claimants 'by oath-taking and even, should it be necessary, by fighting.'[60] Context here makes it likely that *pugnare* means judicial battle, though an explicit promise to undertake a potentially fatal proof on the grantee's behalf may have been unusual. Other references to promises to fight in charters seem to have extra-curial force in mind, such as Robert de Villexanton and

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[53] *…tali convenientia promissa ut nullam molestiam aut aliquam injustam rem consentiret*: *SSE* ii, 345 (1056 x 82).

[54] *…prohibeo ne quis eis inde injuriam vel molestiam faciat*: *SAA* 866 (1151 x 89). For a slightly different, but related type of clause, see *SAA* 372 (1082 x 1106).

[55] See e.g., H. Débax, *La féodalité languedocienne XI^e - XII^e siècles: Serments, hommages et fiefs dans le Languedoc des Trenceval* (Toulouse, 2003), p. 106; Bloch, *Feudal Society*, p. 224.

[56] Promises to defend 'lawfully' (*legitime*) may have had curial defence in mind: e.g., *SAA* 1 (1037), for Renault de Château-Gontier's promise to safeguard and defend 'lawfully': *legitime custodiat et defendat*. Cf. a promise made by a tenant to his lord (the abbot of Saint-Maur), to aid the abbot 'in all legal proceedings (*judicia*).' See *SMG* 13 (*c*.1090).

[57] *SAA* 940 (1038 x 55).

[58] *SL* 2 (1144 x 49); see the late examples in *TV* 597 (1190), *TV* 619 (1199). This type of guarantee may be a feature primarily of the second half of the twelfth century, though for an early example, see *SAA* 328 (1060 x 67).

[59] E.g., *SAA* 96 (*c*.1100), in which a vendor promises to deraign (*denarrare*) against any claimant; or *SL* 49 (1150) where Hubert de Chambiers promises the same (*disracioniare*). *SSE* ii 113 (*c*.1100) simply promises that the monks of Saint-Serge can summon (*reclamare*) the grantor in the event of challenge, which presumably implies testimony. See also *TV* 603 (*c*.1190) for a late example stating that should a challenge surface, the donor and his brother will be both *defensores* and *testes* for the monks of La Trinité.

[60] *…promisit se absque malo ingenio haec omnia contra calumniatoresueri* [sic, for *calumniatores tueri* – almost certainly a problem with Chauvin's edition, rather than the source] *jurando videlicet ac etiam si necesse esset pugnando*: *SSE* i 6.

his brother-in-law, who in *c*.1139 during a quitclaim to the monks of La Trinité promised to fight (*expugnare*) on behalf of the monks against all men.[61] A Marmoutier charter of 1072 also raises the subject of extra-curial violence through a slightly different type of agreement: one Theobald promised the monks of Marmoutier that he would provide all manner of aid except for waging a *guerra* on their behalf.[62] Such examples presuppose the existence of a form of legitimate violence exercised by lords in defence of ecclesiastical grantees; the reference to a *guerra* in particular may suggest that warranty might at times entail a commitment to a potentially destructive and protracted violent conflict.[63] Similarly, those who had sworn protection might be asked to contribute money in support of a tenant's lawsuits; the Marmoutier example cited above also excluded the giving of money (*pecunia*), and one Maurice, son of Aimery de Montbazon, quitclaimed to the monks of Saint-Aubin, promising that he would defend the land to the best of his ability, except he would not give money.[64] Protection therefore most immediately meant defence and support in court, though it was by no means limited to such fora.[65]

Many protection clauses further aimed to guarantee the peaceful tenure of the beneficiary, which probably meant in the first instance preventing the diminishment of the grant by the imposition of services. Such commitments would have required of the lord diverse forms of support, not necessarily connected to pleading in court. In 1100, Renault the *vicarius*, along with his two sons and one daughter, abandoned to the monks of Saint-Aubin their claims for hospitality from lands the monks had acquired from his predecessors. In addition, Renault along with his son promised to warrant their grant:

> We shall demand nothing further from them either by force or by custom, but they will make simple and pure recognition for their possessions from our benefice, and

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[61] *…sed pro posse suo contra omnes homines illam nobis expugnaturos*: *TV* 485. See also *RA* 279 (*c*.1110) in which a grantor promises to defend the nuns of Le Ronceray against any 'fighter' (*impugnator*), which may imply a commitment to defend through extra-curial force.

[62] *…et si aliunde calumnia de illis rebus nobis insurgat, ipse adjuvabit nos acquietare calumniam illam, omnibus modis quibus poterit, excepto per pecuniam dando et per guerram faciendo*: *MV* 11 (1072). This document is cited in Barthélemy, *La société*, p. 452.

[63] On the meanings of *guerra*, see S. D. White, 'Feuding and Peace-making in the Touraine around the Year 1100', *Traditio*, vol. 42 (1986), pp. 195-263, esp. 195-6 and notes; Barton, *Lordship*, pp. 146-73.

[64] *SAA* 430 (1113).

[65] Hudson, *LLL*, p. 54 makes a similar point.

> we shall be guardians and defenders for them in all matters and we shall be positioned between them and our own lords, from whom we hold these goods.[66]

Here then was protection connected explicitly to acquittal of services. The monks were allowed to hold *simpliciter* and *pure*, owing no customs to Renault. Further, the warranty seems also to have been conceptualised in relation to Renault's overlords, as the statement '*medii inter eos et dominos nostros*' surely means that Renault (and his heirs, by implication) will absorb any demands for services from these overlords, thereby warranting the tenure of Saint-Aubin. Other charters further make this connection clear. Grantors could swear to defend the land *and* perform the service for it themselves, such as Tescelin, who promised to defend his grant from any challenge, and that 'he and his heirs would perform its service.'[67] Equally, some protection clauses amount instead to a guarantee that the grantor will defend the conditions of tenure, acquitting services indirectly. An unusual grant from Saint-Serge saw Gerard de *Moleriis* promise that 'the heir who will hold his land after him, will wholly acquit the aforesaid alms, [keeping it] immune from all customs and services.'[68] And Bartholomew de Champigné abandoned his claims upon rents from the monks of Saint-Serge, and promised to defend his quitclaim lest 'on account of his restitution, his men vex the monks.'[69] Such promises would have required a lord perhaps to remind his men of the tenurial conditions of a grant, and ensure that his own men and agents did not violate or burden the beneficiary's tenure, thus aligning his interests with the beneficiaries, no doubt for the sorts of reasons discussed in the preceding chapter.[70] Clauses of this type too may have amounted to a promise on the part of the grantor himself not to reclaim services in the future, particularly if the promise was given at the resolution of a dispute over customs or services.

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[66] *Nichil ab eis amplius vi aut consuetudine postulabimus, sed simpliciter et pure recognoscent ex nobis beneficia nostra, nosque illis erimus in omnibus tutores et defensores et medii inter eos et dominos nostros a quibus ea tenebamus*: *SAA* 669.

[67] *…ut ipse defendat eam ab omni calumnia, et serviat eam et heredes ejus*: *SSE* ii 4 (1100 x 1110). The accusative after *servire* is poor, but understandable.

[68] *...ille heres qui terram jam sepedicti Girardi tenuerit supradictam elemosinam ab omnibus consuetudinibus et serviciis immunem prorsus adquietabit*: *SSE* ii 92 (1156 x 62). See also: *SSE* ii 265 (1138 x 50); *SAA* 114 (1117); *TV* 486 (1139) sees a promise given so that a grant in alms remain inviolate. See too *SAA* 571 (1191 x 1220), for a very late example.

[69] *…et ipse eos defenderet ne propter hanc redditionem homines illi monachos infestarent*: *SSE* ii 202 (1113 x 33).

[70] Cf. *SAA* 796 (1116), for a grant in which Hubert de Durtal makes a gift to the monks of Saint-Aubin, and then exits the chapterhouse and finds his men (*homines*) waiting at the gate of the cloister. Hubert then explains to them in order the terms of the grant he has made, which presumably included the grant's tenurial arrangements too. Such must often have been the sort of acquittal lords had in mind.

Guarantees of the beneficiary's peaceful tenure also provided that the grantor would repel any challenge, further making the grant quit.[71] A number of clauses, for instance, state simply that the grantor undertook to make the grant free and quit from all challenges or challengers.[72] Beneficiaries hoped no doubt that such promises would bind grantors to provide the sorts of defence in court discussed above, but oaths guaranteeing peaceful tenure also meant simply that the grantor would go about ensuring that all potential claimants consented to the grant. Some grantors' promises were explicitly connected with securing the consent of relatives,[73] and others must have been aimed at securing the consent of other interested parties.[74] In the case of grants to churches, a promise to make the grant quit may have entailed the grantor dealing with his own tenants. Promises ensuring the peace of tenure may equally have placed the grantor in the role of a facilitator charged with bringing about the completion of a grant and forestalling outside claims. This could involve distributing counter-gifts, arranging perambulations or providing for any of the other modes of assurance that accompanied the occasion of a grant. A promise to undertake such arrangements would have allowed the beneficiary to enjoy tenure immediately, whilst shifting responsibility for the completion of the grant upon the grantor. In such cases, a promise of protection perhaps amounted to little more than a promise to discharge a specific duty, and may in fact have been a rather short-lived obligation.

Protection and defence also conveyed a duty to aid and provide counsel to those under one's protection. Some clauses used the verb *adjuvare* or its noun, *adjutor*, to express the lord's obligation.[75] Others state that the lord will bring aid (*auxilium*) to the beneficiary. One Hubert and Hugh, for example, abandoned a challenge against the monks of Saint-Aubin, and promised 'faithfully that they would offer aid

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[71] This obviously echoes the terms in which many grants were made in the first place.
[72] See e.g., *TV* 125 (1059), *TV* 126 (1059); *SSE* ii 41 (1056 x 82), *SSE* ii 108 (1056 x 82), *SSE* ii 345 (1056 x 82).
[73] E.g., *SAA* 122 (1117), *SAA* 273 (1082 x 1106); *SL* 49 (1150); *CN* 236 (1162) sees a grantor hold himself to observe his grant by swearing an oath on the relics, and he further promises to make his son consent.
[74] *SAA* 272 (1082 x 93) in which Renault, son of Gedeon, gave his pledge (*fides*) 'without evil intent' to the monks of Saint-Aubin in the presence of Gerois de Beaupréau and the vassals of Baugé that he would obtain the consent of his lord, Geoffrey Jordan.
[75] *TV* 22 (before 1040), in which Geoffrey Martel and Countess Agnes promise to aid the monks of La Trinité lest the abbey lose (*perdere*) what they have given; for further examples: *TV* 420 (1108); *SSE* i 224 (1095 x 1100), *SSE* ii 37 (1062 x 82); *SAA* 632 (1107). In all these examples save *TV* 22, aid is promised during a quitclaim.

(*auxilium*) to the monks, should anyone wish to do them harm.'[76] These clauses may have implied a duty to provide counsel as well. Indeed, one such clause sees Geoffrey Martel promise counsel and aid (*consilium et adjutorium*) to the abbot of Saint-Aubin.[77] Such clauses remind us again of the seignorial context of these oaths, and should be read in part as the lord's counterpart to his man's oath of fealty.[78] According to Fulbert of Chartres, each man owed his lord *auxilium* and *consilium*, with the lord owing the same to each of his men,[79] and charters recording clauses of protection appealed to this framework. Further, some clauses explicitly connect the oath with an act of homage and/or fealty. Hugh, son of Theodolin swore 'through the pure truth of his faith (*fidelitas*)' to drive back any challenge brought against the monks of La Trinité, whilst Renault de Château-Gontier made his oath to the monks of Saint-Aubin 'in the fealty of homage.'[80] In each of these last examples the oath-taker is more akin to the vassal,[81] but regardless, the language is an important indicator of the conceptual framework in which such clauses were understood and articulated. Many clauses recorded simply that the oath-taker would keep (*servare* or *conservare*) a grant or agreement *fideliter*,[82] whilst a few other charters state that the agreement is to be sworn and kept 'just as a faithful man.'[83] The giving of such an oath must then in part have reinforced the personal relationship between lord and man, and represented a promise of good lordship. Count Burchard de Vendôme's promise to protect Robert de Moncontour's grant to La Trinité, discussed earlier in connection to consent, is especially telling:

> And if it should happen that –God forbid– one of my [Robert's] heirs or relatives or some other sort of man, from today onwards, should be tempted to bring the nuisance of a challenge to this place and its monks for the aforesaid land, then Burchard will bring them aid, particularly on account of the Lord, and also for

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[76] *…promittens fideliter se eis auxilium prebituros, si quis de hac re eis nocere vellet*: *SAA* 372 (1082 x 1106). See also *SAA* 156 (*c*.1160) in which Berlai de Montreuil promised that he would be *in auxilium* for the monks of Saint-Aubin; further examples of aid: *SAA* 664 (1167); *TV* 299 (1080).
[77] *SAA* 6 (1056), with a better version in Guillot, i, pièce justificative.
[78] See also, *La féodalité*, esp. pp. 205ff.
[79] Fulbert of Chartres, *The Letters and Poems of Fulbert of Chartres,* ed. and trans. F. Behrends (Oxford, 1976), no. 51 (1021).
[80] *TV* 125 (1059): *…per veram fidelitatis puritatem*; *SAA* 1 (1037): *…in fidelitatem hominagii*.
[81] Hugh, son of Theodolin, became the man (*homo*) of La Trinité, whilst Renault de Château-Gontier received his land from Abbot Walter, which necessitated Renault's oath.
[82] E.g., *SSE* i 243 (1093 x 1102), *SSE* ii 216 (1113 x 33); *SAA* 122 (1117), *SAA* 896 (1120 x 27); *TV* 290 (1080), *TV* 417 (*c*.1107). For a late example, see *SAA* 759 (1154 x 89).
[83] For *fidelis homo*: *SAA* 1 (1037); and *fidelis amicus*: *SAA* 274 (1082 x 1106), *SAA* 383 (1082 x 1106); and for just a *fidelis*: *SAA* 273 (1082 x 1106).

himself, and also on my account, who am said and seen for certain to have been his *fidelis*.[84]

Thus we have a promise made by a lord to defend his man's grants by bringing *auxilium* if necessary; such a promise becomes an expression of good lordship which the lord ought not only perform, but which the lord's good *fidelis* deserves.

Promises of warranty and protection entailed a lasting obligation to provide aid and assistance if the grantor were called upon, though the specific forms this protection could take might vary considerably. These promissory statements of good lordship no doubt served to express the sentiments of solidarity, friendship and goodwill existing between lord and grantee. When found in connection with the restoration of peace between two parties, such as a quitclaim, such promises probably further served to reaffirm social relations.[85] Protection granted to churches in connection with a quitclaim might even have represented a form of euphemised lordship, ensuring a continuing relationship between lord and church, though minimising the direct tenurial implications such promises conveyed. These considerations may partially explain the emphasis on protection displayed in extant clauses, whilst further accounting for some of the apparent flexibility these clauses seem to imply.

What happened if good lordship was insufficient to protect a grant? What status was accorded to claims for an exchange (*escambium*)? Oaths promising protection also sometimes provided for compensation in the event that protection should fail. Many of the clauses providing for an *escambium* simply record the details of potential compensation, without offering any other guarantees of protection or promises of defence.[86] Nearly half of the clauses appear with the verb *adquietare*, however, which may suggest that this was a more specialised verb carrying the meaning of 'to protect and to provide compensation.'[87] During the reign of Geoffrey le Barbu, for example, Adam, the son of Robert de Château-du-Loir and nephew of Bishop Gervaise of Le

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[84] *Et si forte contigerit, quod absit, ut aliquis de haeredibus sive parentibus meis aut cujuscumque conditionis homo ab hodie in antea praedicto loco et monachis de eadem terra calumniae molestiam inferre tentaverit, ipse illis inde ferat auxilium, propter Dominum maxime, et etiam pro se ipse, nec non et propter me, qui ipsius et dicor pro certo fidelis esse et videor*: *TV* 299 (1080).
[85] White, '*Pactum…legem vincit*', p. 296; Lemesle, *Conflits et justice*, p. 117 makes a similar point.
[86] *SSE* ii 315 (1082 x 93), *SSE* ii 369 (*c*.1090); *SAA* 155 (*c*.1160); *TV* 132 (before 1059).
[87] E.g., *SAA* 60 (1082 x 1106), *SAA* 101 (after 1082), *SAA* 105 (1082 x 1106), *SAA* 318 (*c*.1099), *SAA* 667 (1082 x 1106); *TV* 261 (1077), *TV* 444 (1123).

Mans, restored a church to the monks of Saint-Aubin because his knight (*miles*) wished to be made a monk. Adam is then reported to have said

> I further add to this agreement that if anyone who challenges the church of Boussé is able to show in my court that he has right, then I shall warrant the church to the monks by giving them an appropriate exchange in place of it. I promise also that I shall be a faithful friend to them in all matters for as long as I live.[88]

Several elements have come together in Adam's promise; he ensures that his own court will settle conflicting claims, promises friendship and fidelity, and offers to provide an exchange if another can prove title against the monks. Lordship, protection and landholding have come together into one neat package. Further, here the verb *adquietare* is directly connected to the giving of an exchange. This is a connection which further appears clearly in a series of Saint-Maurice charters, all of which record the same grant. The grant saw Geoffrey le Bel make amends to the bishop and canons of Saint-Maurice for the harm they suffered due to his construction of a castle at Selonne, and the count promised to give rights in churches currently held by the monks of Beaulieu. The charter drafted by the comital version recorded the promise in the following terms: 'I shall warrant (*adquietabo*) [the churches] with the good will of the monks [of Beaulieu], and acquire them, and give them to the aforesaid bishop and canons of Saint-Maurice.'[89] A version drafted by Saint-Maurice's own scribes, however, glossed this as follows:

> It was decided that if the aforesaid count is unable to obtain this concession from the monks [of Beaulieu] before the following feast of St Michael, then the count would give to the bishop 3000*s*. and further, would give land to Saint-Maurice of equal rent and value, as much as four lawful men from the land of the bishop valued it.[90]

The details of the beneficiary-drafted document explain the content of the verb *adquietare*, which here indisputably governs the terms of compensation.

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[88] *…hoc quoque eis in convenientia mitto, quod si quis ecclesiam… reclamans, in curia mea rectum in ea monstrare potuerit, scambium conveniens pro ea illi dando, ecclesiam illis adquietabo. Promitto item… me… et fidelem illis in omnibus amicum quo advixero futurum*: *SAA* 328 (1060 x 67).

[89] *…non sine bona voluntate monachorum adquietabo et adquiram et praefato episcopo et canonicis Sancti Mauricii dabo*: *CN* 138 (1136 x 40).

[90] *…quod si praedictus comes hanc a monachis non posset impetrare concessionem usque ad sequens festum sancti Michaelis determinatum fuit ut comes redderet episcopo tria millia solidorum et insuper daret ecclesiae sancti Mauricii terram tantum reddentem et valentem quantum jurarent quatuor legitimi homines de terra episcopi valere illud*: *CN* 211 (1136 x 40). A slightly shorter version, also drafted within Saint-Maurice, survives in *CN* 210 (1136 x 40).

Such compensation or exchanges took mixed forms. In some cases, the exchange was meant to be of equal value. Frodo of the Bourg de Saint-Martin, for instance, became a monk of La Trinité and offered his allod, which at the time was held by his friend Fulcoius 'out of friendship';[91] he promised that if he could not get Fulcoius to relinquish the allod, then he or his heirs would give the monks land of equal value in exchange.[92] Others promised an exchange to value where the grantee would be able to choose what comprised the exchange.[93] Equivalent value need not always have meant economic value, though; men claiming exchanges, for example, may not have wanted an exchange too remote from their *caput*. There must have been some means of assessing what constituted a proper exchange.[94] Geoffrey le Bel's promise to Saint-Maurice stated that four lawful men would value the exchange, which was probably a common practice.[95] Alternatively, the *escambium* could be determined in advance,[96] and need not even have been an exchange of like for like.[97] Moreover, compensation was sometimes pecuniary, particularly if the guarantor had previously received a payment from his grantee.[98] When Vivian Ragot quitclaimed to the monks of Saint-Serge, he promised that he would defend the grant from all challengers, and that if he were unable to do so successfully, he would return the £30 he had accepted as payment for his quitclaim.[99]

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[91] Barthélemy suggests the reference to holding 'in friendship' may imply tenure in parage, citing this document and one other; see Barthélemy, *La société*, pp. 530-1, and cf. *MV* 73 (1066 x 71) for Barthélemy's second example. For a Saint-Serge example, see *SSE* i 323 (1096), in which Warren Niger reclaims land given to the monks of Saint-Serge by Geoffrey, claiming that Geoffrey had it from him 'in fief, in friendship' (*in fevo in amicitia*).

[92] *…aut ipse domnus Frodo…ut redderetur agerent, aut alterius terre tantumdem valentis commutationem nobis impertirent*: *TV* 134 (1060). Equivalency could apply in cases in which people themselves were the objects of grants as well; for an example of a grantor promising a collibert of equal vigour and with equal progeny, see *TV* 132 (before 1059). See too *CN* 211 (1136 x 40), and *SSE* ii 315 (1082 x 93); *SAA* 96 (*c*.1100), *SAA* 101 (after 1082) for other examples of exchanges to value.

[93] *…tali conditione dedit ut si aliquis terram illam calumpniari vellet, ipse aliam juxta illam tantundem valentem ad voluntatem monachorum daret*: *SSE* ii 369 (*c*.1090).

[94] See e.g., *SAA* 155 (*c*.1160) which mentions simply that the grantee is entitled to a *rectum excambium*.

[95] *CN* 211 (1136 x 40), and above.

[96] See e.g., *SAA* 105 (1082 x 1106), and *SAA* 667 (1082 x 1106) in which the brother and nephew of a grantor are given an exchange by Saint-Aubin to add their shares in the grantor's land; if the brother should prove unable to defend the grant, however, he will lose the exchange he himself has been given.

[97] See *SAA* 60 (1082 x 1106) for a promise of two 'very good' vineyards in exchange for rents worth 18*d*. a year.

[98] E.g., *TV* 444 (1123) saw guarantors promise to make good (*restaurare*) any loss (*dampnum*) the monks of La Trinité might suffer in the course of a challenge. This might imply land, but the use of *dampnum* could equally imply monetary loss, and thus pecuniary compensation.

[99] *SSE* i 6 (1082 x 93); see also *SAA* 318 (*c*.1099). A similar arrangement could follow a sale as well: *SSE* i 146 (1074).

Records of grants therefore sometimes contain explicit statement's of the lord's obligation to provide exchange if he could not successfully warrant his grant. Challenges arise when considering if such an obligation was incurred automatically, or exceptionally, and here, as with warranty clauses in general, one must distinguish the obligation itself from the written provision of that obligation. Certain factors influenced the recording of written statements of provisions for *escambium*. Were money given to the grantor, as in the case of sales or transactions in which the economic dimensions of the exchange were at the fore, charter draftsmen might have been more likely to record such an obligation of exchange. The potential loss of property which a grantee had purchased must have constituted a double loss: both the land itself and the initial capital spent on the land's acquisition. Potentially troublesome grants, too, might have influenced the desirability for recording provisions of exchange. Hugh Manier had paid £8 to redeem an unnamed man, presumably from captivity, for which Hugh received part of the man's patrimony. This man fled the region (either the local region near Luché, or Anjou), and therefore in 1082 x 1106, Hugh Manier sold the land to the monks of Saint-Aubin. Hugh's lord, Gerard the seneschal, along with his mother Richeldis, warranted the sale. They named themselves pledges (*plegii*) 'without evil intent', and stipulated that should the unnamed man to whose patrimony the land pertained ever wish to reacquire his land, then the monks would have the choice of three options: i) selling the land directly to that man for £8; ii) receiving the same amount from Hugh Manier; or iii) receiving a better manse of land at their choosing from Hugh Manier.[100] Hugh had acquired this land in an unusual manner, which seems to have meant his subsequent sale was deemed less secure. Further, since this was a sale in which the monks of Saint-Aubin might one day have conceivably faced a challenge they would not be able to defeat, specifying how they were to be compensated, therefore, might have been especially desirable. Property with an unusual history conveyed in a potentially troublesome grant must often have been an impetus to the production of a written provision regarding the grantor's obligation for exchange.

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[100] *…ut si homo ille cui de patrimonio super illa terra pertinebat, quique eam Hugoni Mainerio pro octo libris denariorum de quibus eum redemerat contradidit, moxque de illa patria aufugit, quandoque rediret nummosque pro terra reddere vellet, tunc in arbitrio monachorum esset, aut octo libras denariorum ab illo aut ab Hugone recipere, aut quam meliorem mansuram Hugonis Mainerii sibi eligerent pro ista habere*: *SAA* 366 (1082 x 1106).

Clauses expressing seignorial protection often required the grantor's complete commitment to defend the property. Many clauses state that the protector is to defend the grant to the best of his ability (e.g., *ex toto posse suo*).[101] Whilst these phrases might suggest a limitation of protection to the grantor's own interests, it is more likely that they meant what they say, namely that the grantor should commit himself totally to the protection of the grant.[102] For one, an acknowledgment of another's interest and an unwillingness to defend against it appears only rarely. One grantor swore protection *except* in the case of Aubrey de Montoire, his lord, whilst another promised to defend his grant only if none of his relatives decided to challenge, but such examples are unusual.[103] Otherwise, it seems the only limitation allowed to the grantor was his own knowledge.[104] A complete commitment to defend the grant meant also that those who promised protection swore to do so against all men, and many clauses expressly state that the guarantee is good *contra omnes homines*.[105] Some mention specifically claimants (*calumniatores*)[106] or anyone who might 'invade',[107] but any third party would have been intended. The most likely offenders were probably kin – some clauses indeed are directed specifically against the grantor's *parentes*.[108] In the case of a guarantee to acquit a property of services, grantors probably had their own agents in mind, the *vicarii* and others discussed in the previous chapter.[109] Thus protection ordinarily entailed defence against third parties. There does not seem to have been any concern about the possibility that such promises might bring lords into conflict with their own men – an important point.[110]

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[101] E.g., *SAA* 1 (1037), *SAA* 430 (1113), *SAA* 655 (1097), *SAA* 840 (1154 x 89); *SSE* ii 272 (1102 x 13); *TV* 450 (1126), *TV* 485 (*c.*1139), *TV* 603 (*c.*1190).
[102] See also Tabuteau, *Transfers*, p. 196.
[103] *TV* 125 (1059); *SAA* 940 (1038 x 55).
[104] See e.g., *SAA* 632 (1107), in which Aimery restored property to Saint-Aubin which he had earlier stolen, and promised 'that he would be a bearer of aid to us in as much as he knew and was able' (*promisit etiam se adjutorem nostrum in quantum sciret et posset in omnibus fore*).
[105] E.g., *SAA* 667 (1082 x 1106), *SAA* 759 (1154 x 89), *SAA* 840 (1154 x 89), *SAA* 940 (1038 x 55); *TV* 420 (1108), *TV* 444 (1123), *TV* 450 (1126); *SL* 22 (1160); *SSE* ii 9 (*c.*1150), *SSE* ii 15 (*c.*1100). Some specify that protection is directed against 'mortal men': *SAA* 288 (1060 x 87); *TV* 340 (1092).
[106] *SAA* 96 (*c.*1100), *SAA* 156 (*c.*1160), and *SSE* ii 37 (1062 x 82) all mention a *calumniator*; *SAA* 430 (1113) and *SAA* 773 (1109) both state *contra adversarios*.
[107] *SSE* ii, 223 (*c.*1112): *contra omnes invasores*. Cf. *TV* 11 (before 1037), in which Ameline sought protection against the *raptores* who might threaten her land at Baigneaux.
[108] *SAA* 105 (1082 x 1106); *TV* 299 (1080), for *heredes* and *parentes*.
[109] Cf. *SSE* ii 202 (1113 x 33), where a grantor promised to defend against any of his men (*homines*) who might try to impose services upon the monks of Saint-Serge.
[110] Cf. Débax, *La féodalité*, pp. 207-8, who notes that in Languedoc, these sorts of promises often expressly reserve the rights of the lord's own men.

What is less clear is whether protection ordinarily entailed a separate promise on the part of the grantor made against himself, effectively ensuring that he would not take back his own gift.[111] Renunciation clauses became a standard feature of later, thirteenth- and fourteenth-century French charters, so there may be origins to such clauses in eleventh- and twelfth-century clauses of protection.[112] There is some evidence that when a man guaranteed to protect a grant, he was also promising not to interfere in the land or renege on the grant. Ruspanonus and his brother William formed a complex agreement regarding mills with the monks of La Trinité in which the brothers gave rights in some mills and mortgaged some meadows and pastures. The brothers named several sureties, and then swore themselves upon the relics that they 'would not in any way or for any reason violate this agreement.'[113] Recording a promise in such a way might have been desirable because of the mortgaged property and the precariousness of such arrangements. Clauses in which an oath-taker promises to preserve an agreement or grant may likewise imply a renunciation on the part of the grantor, but may just as much express the grantor's commitment to his grant.[114] The recording of such promises may be connected either to the settlement of disputes, or to exceptional situations.[115] Fromond Turlus, for example, settled with the monks of Saint-Serge over the subject of services, swearing an oath that he would never again do harm to the monks.[116] And in a unique grant surviving in the La Trinité cartulary, Robert de Moncontour distributed his *honor* to his son, Bertrand, retaining only a portion of land in the Vendômois. Bertrand then swore an oath to his father:

> he promised me that he would always preserve and protect faithfully and without evil intent my land in the region of Vendôme, which I was keeping for myself. In particular he claimed the land of Coulommiers so wholly and perpetually quit to

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[111] Cf. Hyams, 'Warranty and Good Lordship', pp. 440-1 on this.
[112] Guyotjeannin, O., J. Pycke, and B-M. Tock, *Diplomatique médiévale. L'atelier du médiéviste* (3rd ed.; Turnhout, 2006), p. 81 for renunciation clauses.
[113] *…juraverunt eciam quod hoc pactum nullo modo vel qualibet occasione violarent, nec violantibus consentirent, sed totis viribus suis eorum conatus impedirent, et… contra omnes homines defenderent*: *TV* 444 (1123).
[114] *…dedit fidem suam quod eandem decimam fideliter conservaret ipse et heres ejus*: *SSE* ii 2 (1100 x 10). See also: *SSE* i 244 (1095 x 1100); *TV* 457 (1102 x 29), *TV* 552 (1144 x 59).
[115] For a late example in connection with a quitclaim: *TV* 624 (1188 x 1200). Cf. *TV* 399 (1040 x 45), which records that Geoffrey Fuel had promised the monks of Marmoutier that he would commit no injury against the monks.
[116] *…tali conditione quo numquam aexinde aliquam molestiam inferret*: *SSE* ii 125 (*c*.1100 x 33). See also *SSE* ii 316 (1056 x 82) in which a lord who seems to have recently succeeded to his *honor* quitclaims and confirms the monks in their possessions in his fief, promising to protect their lands and that he would never again interfere by bringing a challenge.

> me that I could do with it what I wished in life and after my death, without any complaint or injury brought by him [Bertrand].[117]

Here then was an intra-familial grant from father to son, in which Robert saw fit to secure a promise binding his son to honour the grant, and prevent him from resuming control of the property after his death. Bertrand perhaps felt short-changed when his father distributed his estate, and the prudent Robert may have foresaw potential difficulties; Robert did indeed relinquish this land to La Trinité, and Bertrand challenged after his father's death, thus vindicating Robert's caution.[118] Again, unusual or problematic grants inspired the specificity of written statements of protection. Renunciations of this sort may have ordinarily simply been implied, however. The act of giving by its very nature assumed that one would not resume control of the thing given, unless such a possibility were made explicit.[119]

Some degree of protection and maintenance, therefore, would have been implicit in every grant, and was likely often verbalised with a speech or oath at the occasion of a grant. The content of such an oath guaranteed protection and aid against third parties, amounting to a promise of good lordship, and could in exceptional circumstances also include provisions for compensation, though there was likely more room for debate on this last issue. What securities did the grantee possess, however, that the lord would make good on his oath?[120] Oaths of protection, then, were thus accompanied sometimes with additional securities aimed at ensuring the performance of the lord's obligations. The oaths themselves were of course meant to be binding,[121] and any oath sworn upon the relics or invoking God as witness would have been charged with an especial meaning and significance. Countergifts were also used to increase the likelihood that a lord would hold true to his oath.[122] In some instances, the payment itself was to provide the *escambium* if the protection failed, but often a

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[117] *…pepigit mihi ut terram meam de Vendocinensi patria, quam retinebam fideliter et sine velo malo servaret semper et custodiret. Maxime vero terram de Columbariis ita mihi quietam omnino perpetualiter clamavit et facerem de ipsa quicquid mihi placeret in vita mea, et post obitum meum absque ulla ipsius contradictione vel molestia*: *TV* 298 (*c*.1080).
[118] *TV* 340 (1092).
[119] See e.g., *SAA* 66 (1080s), in which Haimar Maupetit gives land to two men on the condition that they may hold it for as long as it pleases him, and when he wishes to retake control of the property, they will leave without objection.
[120] Cf. the quotation from Hyams, 'Warranty and Good Lordship', p. 464 cited above at p. 83.
[121] One Saint-Serge charter notes that an oath-taker swearing protection 'bound himself by his oath' (*adstrictus per fidem*): *SSE* ii 265 (1138 x 50).
[122] See e.g., *SAA* 156 (*c*.1160), *SAA* 664 (1167). Cf. *SSE* ii 15 (*c*.1100), in which the guarantor receives a horse.

counter-gift may equally have been intended to help offset potential costs a lord might incur in defending a grant.[123] Countergifts were in part an investment by the grantee to ensure the future good behaviour of a grantor.[124] Continued payments and protection money too might serve as a reminder to the lord of his good faith. When Ameline commended her property to Odo de Blois in *c*.1037 for his protection, she also gave 60 sheep in payment for this; her property at Baigneaux, later acquired by La Trinité, became the site of a dispute over the amount of *commendise* owed.[125] Whilst *commendise* might at times have amounted to little more than extortion, regular payments or the performance of services to lords functioned as important reminders of the faith each party owed the other. No evidence for the period under survey survives to illustrate that protection and guarantee of title was the vassal's reward for the continued performance of services, but such a connection must often have been at the fore in contemporaries' minds.[126] A canon of Saint-Maurice, Hugh de Semblançay, sometime before 1161 for instance purchased land from Harduin de Mortiers. Harduin gave sureties (*fidejussores*) that 'if anyone claimed something in that land, or said that he had something, Harduin would free it for us, and make it so that we would possess it quit. *For this reason*, I [Hugh], promised to Harduin and his heir to render *9d*. of annual rent.'[127] Further, the services or payments need not always have been material in nature. One Maurice, son of Joscelin Roonard, for instance, set out in aid of Hugh du Puiset whose castle was under threat from Philip I of France; Maurice stopped at La Trinité and confirmed all future acquisitions the monks could make, and 'promised faithfully to maintain familiarity and friendship with the monks….'[128] In return Maurice was granted the 'society and benefit' (*societas* and

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[123] Cf. *MV* 172 (*c*.1070), for a dispute in which the lord of a grantor who had earlier received £15 to authorise a gift is approached by a monk of Marmoutier and 'asked to warrant (*adquietare*) that land because (*pro qua*) he had had £15.'

[124] The examples in which a guarantor promises to provide all manner of aid *except* for the giving of money are significant in this respect: see *MV* 11 (1072) and *SAA* 430 (1113).

[125] *TV* 11 (before 1037); *TV* 318 (1084).

[126] Some English charters, for instance, do make the connection clear. See Hudson, *LLL*, p. 51.

[127] *...quod si aliquis in terra illa aliquid reclamaret aut aliquid se habere diceret, Harduinus eam nobis deliberaret et ipsam quiete possidere faceret. Eapropter promisi Harduino et haeredi ejus ei reddere novem denarios annui census*: *CN* 238 (before 1161). For a late example, see *SAA* 571 (1191 x 1220), in which a lord grants the abbey of Saint-Aubin in its possession of a fief 'free from all violence and exaction', and promises to defend the fief for all time, and for all this, the lord may take 10*s*. a year in service.

[128] *…Mauricius filius Joscelinus Rotundardi, cum proficisceretur in auxilium Hugonis de Poisato ad deffensandum castellum ipsius, cui obsidionem ponere Philippus rex Francorum valde minabatur, venit primum in capitulum Sanctae-Trinitatis de Vindocino, accipiensque beneficium loci et orationum societatem, promisit monachis sese deinceps cum eis familiaritatem et amicitiam, sicut pater suus*

beneficium) of the monks, making the promise of protection a sort of *quid pro quo* for the spiritual protection granted by the monks.[129]

Beyond counter-gifts and the mechanics of exchange, grantors also gave sureties who were meant to enforce the performance of seignorial obligations.[130] Sometimes surety language (*plegius* or *fidejussor*) was used when a third party was named as the guarantor, matching more closely modern distinctions between suretyship and warranty.[131] Alternatively, suretyship relied upon the pressure third-parties could bring to bear upon the principal oath-taker, though charters rarely specify the forms of pressure sureties could exercise.[132] Ruspanonus' agreement with La Trinité saw him name four sureties (*plegii*) who would compensate any loss (*dampnum*) suffered by the monastery. He then swore protection along with his brother, and finally, he asked Ralph de Beaugency, his lord, to be an additional surety.[133] In the case of a powerful lord such as Ralph de Beaugency, the pressure was probably forceful, perhaps involving distraint or some other pressure aimed at getting Ruspanonus to maintain his agreement. A grant from William de Juvardeil to the monks of Saint-Nicolas illustrates the workings of sureties in exceptional detail. William gave the monks rights in his church at Juvardeil, along with a burgh and a number of other rights and lands, including an advance confirmation. William then, 'so that this agreement would remain more firm for eternity', gave ten named sureties 'commonly called hostages', drawn from his tenants and agents, who

> entered into surety (*ostagium*) through the promise of their oath that if sometime, God forbid, William should deviate from this agreement, then they would deny all service to William until they led him back to keeping the agreement: except that

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habuerat, fideliter servaturum: *TV* 290 (1080). Philip's attack on Le Puiset is recounted briefly in Suger, *The Deeds of Louis the Fat* trans. R. Cusimano and J. Moorhead (Washington, 1992), pp. 85-6.

[129] See *TV* 484 (1136 x 39); *SAA* 274 (1082 x 1106), *SAA* 632 (1107); *SSE* ii 216 (1113 x 33) for other examples of an oath-taker receiving the *beneficium* of a monastery.

[130] On suretyship, see in particular W. Davies, 'Suretyship in the Cartulaire de Redon', in *Lawyers and Laymen: Studies in the History of Law Presented to Professor Dafydd Jenkins on his 75th Birthday Gwyl Ddewi* ed. T. Charles-Edwards, M. E. Owen and D. B. Walters (Cardiff, 1986), pp. 72-91; eadem, 'On Suretyship in Tenth-Century Northern Iberia', in *Scale and Change in the Early Middle Ages: Exploring Landscape, Local Society, and the World Beyond* ed. J. Escalona and A. Reynolds (Turnhout, 2011), pp. 133-52; J. Gilissen, 'Esquisse d'une histoire comparée des sûretés personnelles. Essai de synthèse général', in *Les sûretés personnelles* pt. 1. *Recueils de la Société Jean Bodin pour l'histoire comparative des institutions* (Brussels, 1974), pp. 5-127.

[131] E.g., *SAA* 83 (1082 x 1106); for the distinction between suretyship and warranty, see Gilissen, 'Esquisse d'une histoire', pp. 34-5. An absolute distinction between sureties and guarantors is probably more important to historians than it would have been to contemporaries.

[132] E.g., *SAA* 155 (*c*.1160)

[133] *TV* 444 (1123).

> they will bring aid to defend his body from death or capture, in as much as they are able, if they are with him in the castle or on the march or on campaign, and they will defend his castle from capture or destruction by his enemies if they are present during an assault (*casu*). Beyond this they will render no other service to him until they lead him back to justice.[134]

The grantee's guarantee depended on the pressure the lord's other men could place upon him, and many of the oaths of protection sworn by lords to their men must have been policed and enforced in a large measure by moral pressure brought by the honorial community. Vassals must often have looked towards the other men of their lord for assistance in ensuring that the good lord remained a good lord, again revealing the importance for individual grantees to maintain healthy relationships within an honour.

In theory at least, the tenant and grantee then could reasonably expect his lord to protect and defend him against challenges from third parties. This protection was an expression of broader notions of good lordship, and much moral suasion within the lord's court would have worked to give such notions and expectations on the part of the grantee considerable weight. Less clear were claims to compensation if the lord's protection failed, though here too expectations may have been high, even if promises to provide an *escambium* were not always a central feature of oaths of protection. Expectations of compensation probably worked to shift the onus on the lord to explain why a tenant was *not* entitled to an exchange, rather than a tenant explaining why he was. To pursue these themes further it is now necessary to look at cases illustrating seignorial protection and warranty in practice.

PROTECTION IN PRACTICE

The evidence for seignorial protection and warranty of land in practice is slim. Much out of court pressure and support would have been unrecorded, whilst disputes between laymen settled in a seignorial court simply do not survive. As with protection clauses, the evidence for protection in practice depends upon disputes typically

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[134] *…hi suprascripti taliter intraverunt in ostagium per promissionem fidei suae, ut si aliquando, quod absit, Guillelmus ab hac convenientia se diverterit, et ipsi suum servitium omne Guillelmo auferant donec eum ad tenendam istam convenientiam reducant: nisi in hoc tantum si cum eo fuerint in castro, via vel campo, corpus ejus quantum potuerint a morte et captione defensare adjuvent, et castrum ejus, si ipsi casu interfuerint, a captione et pervasione inimicorum defendant; aliud vero ei servitium nullum reddat quousque ad justitiam reducant*: ADML H 397 no. 2 (1070 x 75), which is a copy of 1736. There is a printed version in 'Chartes angevines', no. 10. Cf. *RA* 355 (*c*.1120) and *TV* 524 (*c*.1148) for similar types of example.

involving an third-party claimant to ecclesiastical lands, wherein the religious house in the dispute appeals to a protector. I discuss first the evidence for protection within and outwith court, before considering the evidence of exchanges and the basis of tenant-right.

Protection in court and out of court

Records of court cases sometimes show the defendant vouching his guarantor.[135] This must have been a common strategy, though appears only rarely in ecclesiastical charters. Part of the explanation may lie in the fact that much ecclesiastical litigation involved the heirs of previous grantors, and in trans-generational conflict, the original grantor must often have been dead. The monks of Saint-Aubin and Saint-Serge had a lengthy, drawn out dispute over a censive because the warrantors through whom the Saint-Aubin monks were claiming were dead, for example.[136] In other cases, though, warrantors were alive. These cases use a range of vocabulary to identify warrantors, though it is not always possible to identify a warrantor as a litigant's lord. Hugh, son of Robert Plane, for example, vouched (*advocare*) his *au[c]tor* who had given him two mills which came under dispute; *auctor* was a classical borrowing and does not seem to have conveyed any expression of lordship.[137] A clear tenurial relationship was sometimes explicit in such cases, however. For example, on 13 April 1099, the comital court at Baugé offered a mesne judgment in a dispute between Gaudin de Malicorne and the canons of Saint-Laud, 'in which *placitum* it was judged that Gaudin ought to have the man from whom he said that he held that land in fief, namely Robert the Burgundian, as a witness and defender in the court of the count and the bishop.'[138] This last example further expresses what was likely a general norm

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[135] E.g., *SAA* 362 (1060 x 81), *SAA* 889 (1098); *TV* 79 (1040 x 49); *SSE* i 55 (1102 x 13), *SSE* i 223 (1056 x 82), *SSE* i 260 (*c*.1100), *SSE* ii 73 (1093 x 1100), *SSE* ii 330 (*c*.1100).

[136] *Dum hec autem calumpnia ageretur, neque utrum verum an falsum esset quod ab eis dicebatur Sancti Albini monachi satis pro certo haberent, uterque enim, venditor scilicet et qui emerat, universe carnis viam ingressi fuerant*: *SAA* 57 (1060 x 81).

[137] *TV* 79 (1040 x 49). See also *SAA* 362 (1060 x 81). For classical roots, see A. Berger, 'Dictionary of Roman Law', *Transactions of the American Philosophical Society*, n.s., vol. 43, no. 3 (1953), p. 386 (*auctor*).

[138] *In quo dijudicatum est placito, a supradicto comite et reliquis baronibus qui presentes aderant, quod Gaudinus eum de quo dicebat se terram habere in feodo, Robertum videlicet Burgundionem, in curia comiti Andegavorum et episcopi testem et defensorem terre que Angularia dicitur deberet habere*: *SL* 20 (1099). Cf. *SL* 2 (1144 x 49) in which Geoffrey le Bel states in a charter to the canons of Saint-Laud that the canons 'should not answer for their possessions unless in my presence.'

in that a defendant ought not have to plead without his warrant present.[139] Rarely do charters specify what exactly the warrantor did once arriving at court, though giving some form of lawful account of the property in question must have been normal. A dispute between the monks of Saint-Aubin and those of Saint-Nicolas, for example, saw the latter appeal to Fulk le Réchin in an episcopal court where the Angevin count warranted by 'recapitulating justly and manfully, and confirming the gift he had made to St Nicolas by way of an authorisation.'[140] A Saint-Serge account of a dispute mentions only that Grifferius, after giving the monks rights of *vicaria*, dealt with a challenge brought by one Gimo 'lawfully' whereupon he silenced Gimo's challenge and ensured that the monks had the rights free and quit.[141] The verb used is *affidare*, usually meaning to prove by oath, though it is used transitively here with the monks of Saint-Serge as the direct object, making it perhaps mean something closer to warrant.[142] Regardless, nothing gives any indication of what exactly makes the process *legitime*, though one suspects again that a means of establishing right, perhaps by oath, lay at the core.[143]

Beyond establishing a defendant's right to possess land under dispute, vouching a warrantor served as an important disputing strategy aimed either at forestalling proceedings or intimidating an opponent.[144] The Saint-Laud example cited above resulted in a delay of about six weeks: the mesne judgment of 13 April stipulated that proceedings would not resume until 3 June.[145] The intervening period could allow disputants an opportunity to negotiate a compromise or to adjust their tactics. Lack of evidence makes the reconstruction of complete cases difficult, meaning it is rarely possible to determine if a compromise followed the vouching of a warrant. Appealing

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[139] There is no evidence surviving of a chain of warranty, though in England, there seems to have been a rule limiting warranty to three tiers; see Hyams, 'Warranty and Good Lordship', p. 446.

[140] *…Fulcone autem comite donum quod Sancto Nicholao…de tota foresta fecerat coram omnibus juste et viriliter recapitulante et auctorizando confirmante*: *SAA* 889 (1098).

[141] *…pro illa vicaria Gimo guerram faciebat Grifferio et de hoc affidavit legitime monachos et domnum Tescelinum cui ventionem jussu sui abbatis Daiberti et totius capituli Sancti Sergii fecit ut de Gimone et de omnibus hominibus vicariam monachis quietat et perpetualiter solidam et quietam eis habere faciat*: *SSE* i 223 (1056 x 82).

[142] See Niermeyer, *Latin Lexicon*, p. 28 (*affidare*).

[143] This must have underlain cases in which the guarantor is said simply to have 'acquitted' or 'warranted' the land in question. Cf. *SSE* i 260 (*c*.1100), in which Aubrey de Laigné defended his son-in-law's grant for the monks of Saint-Serge and 'warranted us [Saint-Serge] by a right judgment' (*acquietavit nobis recto judicio*). Again what precisely this entailed is left to imagination.

[144] See Bongert, *Les cours laïques*, pp. 193-4 and S. D. White, Proposing the Ordeal and Avoiding It: Strategy and Power in Western French Litigation, 1050-1100', in *Cultures of Power: Lordship, Status, and the Process in Twelfth-Century Europe*, ed. T. N. Bisson (Philadelphia, 1995), pp. 89-123 on these issues.

[145] *SL* 20 (1099).

to a warrantor also served to intimidate an opponent. A dispute from 1082 x 1106, for example, saw one Hugh challenge his uncle's gift to the abbey of Saint-Aubin; when the monks therefore sought to defend the property, they turned to Hugh's uncle, Berengar Panceval, to warrant the grant. Thus when Hugh saw his uncle, 'he did not want to enter the *placitum*, but instead abandoned his challenge.'[146] Indeed, a powerful warrantor might have deterred litigants altogether from pursuing actions in (or out of) court. Constantine and his children (*infantes*) challenged vineyards from La Trinité which Geoffrey Martel had earlier given the monks. The monks therefore fixed a *placitum* before the count, 'the giver of the vineyards', but Constantine and his progeny dared not appear before the comital court whist Martel was alive, and waited until his death before seeking out a compromise.[147] Such an example raises interesting questions about how the reputation of a powerful protector could intimidate opponents.

Vouching a warrantor was not an assured means to win a case, however. For one, there was no guarantee that a warrantor could successfully establish the right of the defendant.[148] More pressing for litigants was getting a warrantor to court in the first place. Default may have resulted in outright loss, with one case seeing the defendant and his surety fined 30*s*. and 15*s*. respectively 'for the offering of a witness.'[149] Default does not always seem to have resulted in loss, however. In 1060 x 1067, Vivian de Lude vouched his warrantor (*guarentus*), John de Luché, in a dispute between Vivian and the monks of Saint-Aubin over some vineyards.[150] John was a tenant of the monks, and had sold these vineyards 'without the authorisation of the abbot or the monks, from whose fief they [the vineyards] were.'[151] The initial pleading was held in the court of Count Geoffrey (the Bearded) where Vivian vouched John, but at the fixed date, Vivian was unprepared and did not have his warrantor. Instead of resulting in Vivian's loss of the case, though, the document ends with the following: 'it seemed right to us that this challenge be written down and

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[146] *…cum ille vidisset, noluit se mittere in placitum, sed calumpniam supradictam dimisit*: *SAA* 300 (1082 x 1106). The *placitum* had been convened by Hubert de Durtal as lord of the region, suggesting a distinction between Hubert's role as lord and Berengar's as the original grantor.
[147] *TV* 170 (*c*.1064).
[148] *SSE* ii 330 (*c*.1100).
[149] *TV* 79 (1040 x 49); note that the warrantor himself does not seem to have been fined. Cf. similar cases involving the naming of witnesses who default, likewise resulting in the loss of the case: e.g., *SAA* 284 (1070s/80s).
[150] *SAA* 362 (1060 x 67).
[151] *…sine auctorizamento abbatis sive monachorum de quorum foevo erant*: *SAA* 362.

handed to memory so that our successors after the death of John may claim the aforesaid vines and recover them.'[152] The case centred on seignorial control of alienation; Vivian acquired land ultimately belonging to Saint-Aubin, but vouched the abbey's own tenant to defend his title against the lord. The immediate point to take is that default of the warrantor did not result in outright loss; the default certainly cannot have helped Vivian's case, and the fact of default must have been intended to form part of Saint-Aubin's argument in future pleading, but importantly this point was insufficient to defeat Vivian completely.[153]

The protection of lords was important also for the out of court pressure lords could bring to bear upon disputants. Lords and grantors were probably expected to do whatever they could to influence the outcome of a dispute, and informal pressures contextualise more fully the *pro posse* additions of some protection clauses.[154] Assistance must often have been very opportunistic. In a detailed dispute over Robert de Moncontour's grant of Coulommiers to La Trinité, which had been consented to his immediate lord, Lancelin de Beaugency, and guaranteed by Count Burchard of Vendôme,[155] Lancelin ended up protecting the grant by capturing the count of Vendôme (now Geoffrey Jordan) and forcing him to swear an oath that he would free the land from challenge, and defend it against all mortal men.[156] The conflict between Lancelin and Geoffrey Jordan had nothing to do with the dispute over Coulommiers, but ensuring the security of the prior grant became the price of Geoffrey's freedom. Geoffrey then forced Bertrand de Moncontour either to quitclaim, or to plead against the monks in Lancelin's court.[157] Lords equally sometimes aided their men by forestalling or obstructing formal proceedings. A dispute flared up between the monks of Saint-Aubin and Odo de Blaison over pasture rights, wherein the monks complained to Geoffrey Martel. The count then ordered Geoffrey de Trèves to provide justice for the monks. But Geoffrey, according to the scribe,

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[152] *…ideo placuit nobis hanc calumpniam scribi memorieque tradi quatinus successores nostri post mortem Johannis supradictis vineas calumpnient et ut suas recuperent*: *SAA* 362.
[153] See further *SAA* 364 (*c*.1090) which recounts a later settlement between the monks and Vivian on the subject of these vineyards; see also White, 'Inheritances', passim, esp. pp. 71-3 for discussion of this case.
[154] See e.g., *SSE* i 147 (1082 x 93), an eighteenth-century French summary of a dispute in which the warrantor to Saint-Serge seems to withhold a claimant's inheritance (*fevum*) until the latter is convinced to abandon his claim upon Saint-Serge.
[155] *TV* 299 (1080).
[156] *TV* 340 (1092). Cf. Barthélemy, *La société*, pp. 404-5 for brief discussion of this case.
[157] *TV* 340.

> in part because of the illness from which he died, but also because of the friendship he had with the men of Blaison, many of whom were his own men, not only refused to do [what the count had instructed], but also secretly forewarned the men of Blaison of the comital command.[158]

Protection and aid here had little to do with title and tenure. In other cases, a lord may simply have shown up to court with his man, offering his support this way.[159] This sort of behaviour may have served in part as an act of intimidation, but perhaps also as precaution in the event a *placitum* became unruly. Indeed, much out of court protection must often have been forceful, such as Adenor, the widow of Jarzé, who defended her husband's grant by showing up at the property under dispute with a posse of men, some of whom ended up being wounded, others killed.[160] Adenor's goal was certainly intimidation, though in this instance it backfired.

Sometimes though the lord acted upon expectations of protection by functioning as an intermediary on behalf of his men. Hugh de Sainte-Maure negotiated with the canons of Saint-Maurice on behalf of Marcouard, his man, who had been excommunicated for having 'stolen' land from the canons.[161] The settlement saw Marcouard and his son, also named Marcouard, quitclaim the land of Ternant to Saint-Maurice, and in return Marcouard the younger received a life interest in the land, which one lawful heir after him would likewise receive, should Marcouard have an heir. Marcouard was described as Hugh of Sainte-Maure's knight (*miles*), and the plea report begins by stating that Hugh 'agreed' with Berengar, the archdeacon,[162] over this land. Lack of evidence makes it difficult to reconstruct the complete contours of the dispute. Marcouard the senior probably had an inheritance claim upon the property in question; the settlement with his son certainly suggests that the Marcouards saw themselves as possessing a hereditary claim in the land, and Marcouard the senior's claim may have originated because of an earlier life grant.[163] If this reading is correct, then it is significant in that Hugh had no tenurial link to the

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[158] *Quod cum audisset Gaufridus, partim pro infirmitate qua etiam mortuus est, partim pro amicicia hominum de Blazono, quia plures erant sui homines, non solum facere renuit, sed et Blazonenses de precepto comitis occulte premunivit*: *SAA* 178 (1056 x 60).
[159] *SAA* 878 (1082 x 1106) in which a litigant's lord shows up to a judicial battle in support of his man.
[160] *SAA* 270 (1082 x 1106); the charter recording the gift of Adenor's husband survives, and includes a protection clause given by Theobald de Jarzé and meant to be binding upon his heirs: *SAA* 269 (1060 x 67). On this case, see below, chapter 4.
[161] *CN* 52 (1040 x 80).
[162] A reference to Berengar de Tours, of heresy fame.
[163] Lemesle, 'Les querelles', p. 358.

land in question, but rather a personal one with Marcouard (and his son). This helps to flesh out protection slightly more. Here, at least, protection was an affirmation of personal lordship as the knight's lord intervened to protect his soul.

Protection and warranty then emerge on the one hand as procedural mechanisms existing within a wider repertoire of disputing strategies and rules of court which helped to structure and frame pleading. On the other, much of the practical value of seignorial protection must have lain in the politics of intimidation and on the ability of the lord to use force or intimidation to influence the outcome of a dispute.

Exchanges and tenant-right

I now turn to the relationship between warranty, landholding and lordship. I consider the tenurial implications of protection and warranty, and question if promises of lordly protection amounted to a form of tenant-right. I focus on disputes between lords and their men over the tenurial implications of lordship and warranty by concentrating on claims for exchange. Here I draw attention to the balance of power between both parties, as well as the potentially conflicting interests between lord and man. Lords might have wished to exercise discretion concerning exchanges; men might have viewed them as matters of right.

Cases on occasion illustrate lords distributing exchanges to past grantees after their protection failed in a dispute, suggesting a degree of tenant-right, and that the provisions expressing the lord's obligation to compensate were not empty words.[164] Indeed, expectations to provide an exchange were weighty. Hubert de Durtal, for instance, gave the monks of Marmoutier land at Grillemont, which the monks of Saint-Aubin then challenged.[165] The monks of Marmoutier recognised Saint-Aubin's greater right in the land, and abandoned it. Hubert, however, 'seeing that he was unable to warrant the gift, retained the land in his power (*in manu*) by force.'[166] After Saint-Aubin established their right to Grillemont, Hubert seems to have made sure that they did not actually get possession of the land, and did so because he could not warrant Marmoutier. It was only later, when Hubert cultivated ties of friendship with the monks of Saint-Aubin to the extent that he convinced them to consent to the grant

[164] See e.g., *SSE* ii 330 (*c*.1100), in which Albert and Renault de Saint-Rémy compensate the monks of Saint-Serge after failing to warrant successfully; *SSE* i 26 (1056 x 82).
[165] *SAA* 307 (1082 x 1106).
[166] *…videns quoniam adquietare non posset, per vim retinuit illam in manu sua*: *SAA* 307.

to Marmoutier, that Marmoutier finally received the land of Grillemont. This case suggests that had Saint-Aubin entered possession, then Marmoutier would have had a stronger claim to compensation; by blocking Saint-Aubin therefore, the matter could have been presented to Marmoutier as a failed transaction, rather than one requiring warranty. Further, the case illustrates the strength of such expectations of compensation. Other cases equally illustrate the weight of this expectation by showing that the onus to deny an exchange rested with the lord. One Hubert, son of Hubald, for example, married the daughter of Walter the Young, who lost his land at the hand of Geoffrey Martel for supporting Gervaise du Mans during the first conflict between the Angevin count and the bishop of Le Mans.[167] When conflict between Geoffrey and Gervaise renewed a second time, however, Hubert went to Geoffrey's side, and brought a challenge to the monks of La Trinité for the land which had been Walter's, but which Geoffrey Martel had given the monks of La Trinité.[168] Hubert claimed that Geoffrey had promised it to him since he left Gervaise's side. Geoffrey then held judgment over this, and demonstrated,

> that he had made no such promise at all to Hubert about that land and church, but he did not deny that he had promised something from his own possessions of equal value, not as an exchange for this property in which he was unable to have any right… but because he wished to give him something for his aid (*auxilium*).[169]

The distinction between a grant being made as an exchange (*concambium*) and one made as a reward is significant. For the count, granting Hubert an exchange would presumably have undermined his authority expressed during the earlier dispossession of Walter. Regardless, the case does point to the ways in which an individual could conceptualise of right in land resting on ideas and expectations of warranty.

Another La Trinité charter hints at the expectations placed upon lords regarding exchanges and warranty. The events were also connected to Geoffrey Martel's conflict with Gervaise du Mans, with the Angevin count being forced to give some of the *casamenta* of his men to Gervaise as part of a peace settlement in 1038.[170] Here was a lord compelled to dispossess his men. One of these was Nihard de Montoire,

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[167] See *TV* 63 (1046).
[168] *TV* 64 (after 1046).
[169] *Qui…demonstravit quod de terra illa et ecclesia nullam omnino promissionem Huberto fecisset, sed de aliis rebus suis aliquid quod tantundem valeret se ei promisisse non negavit; non pro concambio hujus rei, in qua nullum rectum habere poterat, per donum Gauterii qui eam forsfecerat, sed quia eum ad auxilium suum revocare vellet*: *TV* 64.
[170] *TV* 68 (1038 x 47).

since Gervaise apparently wished Nihard's land to be given to him. Nihard, though, went secretly to the count, and suggested that the count not do this, for Nihard would in no way give his consent to this.[171] Geoffrey felt confident, thinking that Nihard was saying this out of fidelity (*pro sua fidelitate*), and therefore decided that he would do nothing without the consent of Nihard. Gervaise was cunning, however, and promised Nihard an addition to his fief if he would give it up, and easily convinced Nihard to abandon his promise with the count. When Gervaise and Geoffrey Martel then negotiated their settlement, Gervaise sought the fief (*beneficium*) of Nihard along with other gifts; Geoffrey reportedly said that he would let this happen if Nihard would agree, confident in the former promise of his *fidelis*. Nihard though gave his assent; the count was unable to resist making the donation any longer and grew upset and angry with Nihard. Sometime later, when the conflict between Geoffrey and Gervaise flared up again, the count sought to confirm his men in fidelity and aid to him, and turn them away from Gervaise. Nihard then approached Geoffrey complaining of the loss (*dampnum*) of his land – even though he had received it back from Bishop Gervaise – and Geoffrey was compelled to give him an exchange for that land, which he took from La Trinité.[172] The example is a complex one, though suggests strongly that right outweighed discretion. Further, Geoffrey's obligations towards his man as his *fidelis* was such that despite Nihard suffering no real loss of property, his lord had been compelled earlier to dispossess him, and therefore to make restitution.

Nihard's case touches on an important issue in warranty regarding whether the lord's actions resulted in his tenant's loss. Nihard's claim was that Geoffrey Martel had dispossessed him (*de jure*, if not *de facto*). Challenges brought by a lord's tenant(s) at the occasion of a grant allow us to pursue this further.[173] For example, one Matilda, a *nobilis femina*, gave the abbey of La Trinité her half of church near Craon, with the consent of her lord, Robert the Burgundian.[174] This led to a knight named Caloius 'instantly' challenging the donation because he held the other half in fief (*in fevum*) from Matilda. Robert the Burgundian then fixed a day in his court where the

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[171] *Nihardus, accessit secreto ad comitem, et suggessit ne illud donum omnino episcopo faceret, cum postularetur, nam sese nullo modo ut id fieret assensurum*: *TV* 68.
[172] *…compulsus est dare ei comcambium pro ipsa terra*: *TV* 68.
[173] These challenges are difficult to identify, since records of challenges made at the occasion of a grant rarely specify if the claimant is a tenant. Further, many challenges will have gone unrecorded, or have been misrepresented by ecclesiastical scribes.
[174] *TV* 184 (1067).

case was examined by 'noble and law-worthy men' in the presence of his nobles, and there Robert judged against Caloius, which led to Caloius quitclaiming and consenting to the donation in return for 4*s*., which could hardly have indemnified him. Caloius' challenge was presumably based upon an unwillingness to accept the monks as his new lord, since his own rights were not actually being alienated; regardless, the overlord's court did not uphold his objections (which are never made clear in the document). Likewise, Theobald de Blois made a quitclaim to the monks of La Trinité, whereupon one Raherius claimed the *vicaria*, claiming to hold (*tenere*) it from Theobald. Raherius' claim was settled with an indemnity of £20 and a retention of limited judicial rights in the land.[175] In another case from *c*.1140, Geoffrey le Bel confirmed by judgment the monks of Saint-Aubin in an immunity from customs and services around Brissac. The seneschal, Ingressus, then approached the count complaining that 'he was being harmed by the count, and the *vicaria* which had accepted from him was being devalued.'[176] The count then offered judgment on this, and chose three judges who would determine whether the count was doing harm (*injuria*) to Ingressus. Before judgment was made, Ingressus thought better of impleading his lord, the count, and abandoned his claim, and seems to have left empty-handed.[177] Challenges brought at the occasion of a grant thus reveal that tenants certainly held strong expectations concerning their rights in land, but the outcomes of such disputes were hardly predictable. The capacity for the tenant to cause trouble must have been one factor, as too must have been the lord's ability to intimidate and bully a man into submission.

If lords were expected to warrant their men and provide compensation if they were themselves responsible for the loss or deterioration of past gifts made, exchanges were not automatic. Even if the claim to an exchange were validated by the lord and/or his court, finding the right exchange could form the subject of dispute. The *Gesta Ambaziensium dominorum*, for instance, records a story about the aftermath of Fulk Nerra's capture of Saumur in 1026. Gelduin de Saumur, a *fidelis* of

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[175] *Raherius autem, dominus Veteris-Vici, hanc eandem vigeriam in praedicta villa clamabat, eamque de me tenere dicebat, quam quidem in presentia mea et per manum meam, praefatae ecclesiae in perpetuum similiter liberam et quittam clamavit, et de beneficiis ecclesiae et monachorum vigenti libras proinde habuit*: *TV* 491 (1140). See also *SAA* 678 (1082 x 1106) for a possible tenant-challenge in which the claimant received 45*s*. to settle.

[176] *…se a comite gravari et vicariam quam ab eo acceperat minui prohibuit*: *SAA* 627 (1143).

[177] *Cui comes super hoc judicium obtulit, judicesque…qui, media equitate, si ei injuriam comes faceret, inspicerent, elegit. Judicibus itaque in partem recedentibus, idem Engressus, qui antea adversabatur, in voluntate comitis hoc esse et juxta voluntatem suam hoc eum posse facere asseruit*: *SAA* 627.

the Count of Blois, was driven out of Saumur, and so returned with his lord at Blois: 'Gelduin…came to Blois and Pontlevoy with Count Odo de Blois, in whose service (*pro cujus fidelitate*) he had lost his land.'[178] The text continues:

> While at Blois, although Odo was offering him many things in *Briam* and Champagne in return for his lost land, Gelduin, as a brave man and one vigorous in arms, asked instead to be given Chaumont, since he thought that everything Odo was offering him was worthless because he did not want to be set up in a neighbourhood too far away from his enemies who had stolen his land.[179]

The *Gesta* goes on to note that Odo was initially reluctant to give Chaumont to Gelduin, because he thought it was 'unworthy of such a great man', but he was eventually prevailed upon to agree.[180] The context of the loss of land because of the lord's conflict with another is worthy of note – such claims must have been common – and the debate between Odo and Gelduin raises questions about the appropriateness of what the lord sought to provide as compensation. This points to the sorts of pragmatic questions which must have been common within lordships, as the lord sought to juggle competing claims upon finite and limited resources.[181] A lord may have had to wait for land to become free, either through death and the escheat of property, or through forfeiture. The relative strength of warranty as the tenant's right in land might have fluctuated in relation to broader political and economic concerns within an *honor*.

The succession of either party in the lord/man relationship might have been one such occasion which affected the balance of power between lord and man, raising questions about whether the lord's obligation to warranty was inherited. The larger implications of this question require a separate thesis, but here some reflections are apposite.[182] Some protection clauses expressly included the heir in the obligation, though such cases might have been connected with the age of the grantor at the time

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[178] *Gelduinus itaque, sicut predictum est, Salmurio expulsus, cum Odone Blesensium comite, pro cujus fidelitate terram suam perdiderat, Blesim venit et Pontilevi*: *GAD*, p. 81. The same chronicle earlier notes that Gelduin exercised lordship over Saumur *in fidelitatem* to Odo de Blois. See ibid., p. 78.

[179] *Denique, dum Blesi moraretur, cum multa in Briam et in Campaniam pro terra sua perdita Gelduino offeret, ut animosus armisque strenuus, omnia illa que sibi offerebantur pro nihilo reputans, – nolebat enim ab inimicorum suorum, qui sibi terram abstulerant, vicinitate longe fieri – petivit Calvimontem, inter Blesim et Ambazie castrum situm, sibi dari*: ibid., p. 81.

[180] *…quod, quia quodam modo nihil et indignum tanti viri videbatur, diu repugnans, Odo tamen acquievit*: ibid., p. 81.

[181] See further below, chapter 4.

[182] See in particular Hudson, *LLL*, chapters 3 and 4; White, 'Inheritances.'

of the grant.[183] However, courts did sometimes state that heirs inherited their predecessor's obligations of warranty. Geoffrey, the son of Alduin Muscata, sought to reclaim grants his father had made to the monks of Saint-Aubin. He was brought to the court of Gerois de Beaupréau at Baugé where Gerois and the other vassals of the castle judged that Geoffrey should have brought a challenge during his father's lifetime, and moreover, 'it would be right that he always be prepared to defend that land for the monks against all men.'[184] Here then is a court quashing an heir's claim and stating that the heir ought also to defend his father's grant. Cases also reveal ambiguity, though. Walter de Meigné challenged land that Aubrey de Vihiers and his wife gave to Saint-Aubin. The case went to court of Geoffrey de Tours, bishop of Angers where Walter was asked by his lord, Aubrey the younger why he was challenging the gift.[185] He replied that Aubrey's father, Aubrey the elder, had given that land to him for an outstanding horse, whereupon the judges told him to prove it by hot iron. Aubrey then said that the proof would be performed at Vihiers, which Walter objected to because 'he dared not go there.' Aubrey therefore granted Walter rights of safe passage, and Walter thus promised to go to Vihiers; at the appointed day, however, Walter defaulted, along with the party which was to accompany him.[186] This charter leaves much unsaid, but from the perspective of a lord's obligation to warrant his predecessor's men, it stands out as a strong example that the tenant could not expect this protection as a matter of course from his lord's heir. Unusual circumstances may explain this particular case. The promise of safe passage Aubrey made Walter suggests strongly that Walter had somehow earned the ire of Aubrey, which may account for the apparent lack of trans-generational warranty. Regardless,

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[183] See e.g., *SAA* 318 (*c*.1099); *TV* 134 (1060); *SSE* ii 2 (1100 x 10), *SSE* ii 4 (1100 x 10), *SSE* ii 62 (*c*.1090), *SSE* ii 92 (1156 x 62).

[184] *…immo vero judicatum est ei justum esse ut semper paratus sit defendere illam monachis contra omnes homines*: *SAA* 252 (before 1093).

[185] *Unde fuit placitum inter ipsum et monachos, in curia Gaufridi…ubi, dum eum Albericus interrogaret quomodo calumpniabatur terram et ille respondisset quod dominus, videlicet Albericus, antecessor ejus, eam sibi donavisset pro quodam optimo caballo, responderunt judices quod ignito judicio hoc probare deberet*: *SAA* 404 (1082 x 93).

[186] *…excusare se cepit Galterius quod illuc minime ire auderet. Cui, dum Albericus securum eundi et redeundi ducatum promisisset, dixit se iturum…ad terminum legis…Galterius, qui legem facere debebat, et Rainaldus de Volvent et Morinus, frater ejus, et Rotgerius Buccha Orlata, qui omnes terram calumniabantur et ad legem capiendam adfuerant, termino presentes minime fuerunt quia non venerunt*: *SAA* 404.

the case is instructive regarding the ambiguity, at times at least, of the heritability of warranty.[187]

CONCLUSIONS

It is now time to offer some conclusions about early Angevin warranty. With his grant of land, the lord made a number of additional commitments: i) he would not take back what he had given; ii) he would defend the grant against challenge from third-parties; iii) he would provide an exchange should his protection fail. Such was the essence of warranty, and charters recording these promises reveal each of these commitments, either individually or together. Warranty was probably a key element of every grant, even if charter draftsmen did not regularly record such clauses. Surviving records of cases further reveal that warranty presented litigants with a repertoire of legal norms, both procedural and substantive, to help structure the conduct of disputes, and narrow discussion in court onto specific questions. Warranty functioned as one basis for establishing right in land, and probably worked to ensure the tenant enjoyed a considerable degree of security of tenure.

The study of early Angevin warranty has important implications for how we understand the relationship between lordship and landholding, and how we understand the relations between lords and men. Warranty strengthened seignorial involvement in land, encouraging a close connection between lordship and landholding. But this was not a straightforward connection, reducible to a single, universal understanding. The language of warranty clauses reveals the range of ways in which such a connection was conceptualised, ranging from protection and defence, to the more specific sounding obligations entailed in a verb like *adquietare*. Since warranty shows us tenure from the point of view of the tenant, this range of meaning is an important point, as it suggests that the tenant's relationship with land, and therefore his hold upon it, as well as the lord's relationship with the land, could be constructed in alternative ways depending on the needs of the situation.[188] Such an impression is most directly the result of the *ex parte* documents recorded by ecclesiastical beneficiaries, whose scribes may have interpreted the significance of

[187] Cf. *SAA* 633 (1154 x 57) in which the lord's heir invites a third party to plead against his tenant for lands formerly possessed by the monks of Saint-Aubin! The lord does not seem to have dispossessed the tenant outright, but inviting a third-party with a strong claim to plead against him in the lord's court can hardly have been a promising prospect for the tenant.

[188] See on this point, White, 'The Discourse of Inheritance in Twelfth-Century France', pp. 173-97.

warranty differently depending on context. Thus a quitclaim might seem an especially appropriate type of grant for the grantor to express solidarity and friendship; a sale, on the other hand, might have been particularly suitable for employing a model of warranty stressing the compensatory obligations such a promise probably often entailed. And this variability of representation was surely, in part, connected to the ambiguities of lordship over ecclesiastical lands, since charter draftsmen may have been keen to minimise the tenurial components of grants to churches, whilst still ensuring the benefits of warranty.

It is difficult to know how effective warranty was as a guarantee of landholding. For one, opinions between lords and men might have differed over what protection ordinarily entailed. Warranty clauses present protection against third-parties as a total commitment on the part of the lord, and the exceptions to this only reinforce the impression that ecclesiastical grantees, at least, expected whatever protection they could get. There is no reason to think a lord's laymen were any different here. But would lords always have been willing to go to whatever means necessary in defence of their tenant? The Marmoutier charter excluding the waging of a *guerra*, for instance, hints that tenants may ordinarily have expected defence to entail force, if needed.[189] Some lords may have been unwilling or unable to enter such conflicts, particularly if a violent conflict would bring them against a more powerful opponent. Further problems may have arisen upon interpreting expectations concerning exchanges. Tenants probably expected exchanges as a matter of course; lords, must often have seen things otherwise. The providing of a compensatory exchange was surely an act of good lordship, and tenants may have hoped that in particularly clear cases in which the lord's protection had failed, they would have a reasonably secure claim upon compensation. But questions must often have been raised, and lords may have tried to narrow as much as possible the scenarios in which they were obliged to compensate. For example, did it matter how the tenant had lost his land, or did it make a difference whether the lord had granted land to the tenant, or if the tenant simply rendered services for inherited property?

That such questions were probably asked is important. Not only does it speak to an inherent ambiguity regarding the specificity of warranty obligations, but it leads to a key observation: the precise meaning of warranty may have engendered conflict

[189] *MV* 11 (1072).

between lords and men. Such conflict touched on a wider issue regarding overall control of land; the capacity of lords to meet every demand for satisfaction inspired by warranty obligations was directly proportional to the amount of land under their control. These considerations would, no doubt, have varied considerably between wealthy and penurious lordships, and indeed, detailed promises from the latter may have been more important than those from the former. But these underlying economic dimensions must be considered when approaching warranty. Although almost imperceptible in the sources, they must have weighed heavily upon debates between lords and men over the implications and practice of warranty.

Chapter 4: Lords and Disputes

INTRODUCTION

This chapter differs in approach and structure from the preceding ones. I focus chiefly upon the role of lords within disputing, drawing special attention to how certain pressures upon lords contributed to give rise to conflict. My interests here are twofold: i) how disputes reflect concerns about the control of property; ii) what disputes reveal about the interactions between lords and men. I pursue these goals through the detailed analysis of five cases. Despite the limitations of such a method, and in particular the risks of taking the exceptional for the normal, an attention to individual cases studies is desirable here for a number of reasons. First, it encourages the close reading of a limited number of charters, which presents an alternative and complementary mode of reading charters than that adopted thus far in the thesis. Concentration on individual cases focuses analysis upon the actors themselves in such disputes, and enables one to situate a case 'into the network of local social relationships that preceded each case, and indeed succeeded it, slightly modified by the case itself.'[1] Second, many of the seignorial dimensions to cases are only revealed through close reading. Charter draftsmen could be frustratingly euphemistic when it came to describing the seignorial dimensions of cases. When the dispute concerned lordship over ecclesiastical lands, draftsmen might have deliberately suppressed information; when it concerned matters pertinent to relations between lords and their lay followers, draftsmen might simply have been uninterested. Third, in-depth analysis of cases brings to life the normative components of eleventh- and early twelfth-century legal culture which have been at the core of the preceding three chapters.

I have chosen a sample of five cases which are instructive when analysing questions of lordship and disputing. Case 1 comes from the records of Marmoutier, though was copied into the 'cartulaire factice' of La Trinité de Vendôme, and concerns events that took place from the 1040s onwards, up to 1071.[2] This case narrates the struggle for the inheritance of the castle of L'Isle-Bouchard. Case 2 survives as an original from Saint-Florent, and concerns a *placitum* held in 1062 in

[1] See the conclusions in Davies and Fouracre, eds., *The Settlement of Disputes*, p. 233.
[2] Original in AD d'Indre-et-Loire H 332 no. 3; Métais copied this charter faithfully in *TV* 399 (1040s x 71).

which Geoffrey, the son of Berard, sought to obtain his inheritance from Abbot Sigo (†1070) of Saint-Florent.[3] Case 3 comes from the cartulary of Saint-Aubin, and dates to some point between 1082 and 1106; it concerns a challenge brought by Odo de Sermaise and Burchard, son of Warren upon property Saint-Aubin had acquired from Theobald de Jarzé and his wife, Adenor.[4] Case 4 is found in the second cartulary of Saint-Serge, datable only to a period between *c*.1100 and *c*.1133, and narrates the conflict between two successive lords of Matheflon and the heirs of Geoffrey de *Ralei* and Agnes over an inheritance.[5] Case 5 details the challenge brought upon Saint-Aubin's possessions at Le Lion d'Angers by Aubrey du Lion. It survives in the cartulary of Saint-Aubin, and dates to between 1056 and 1059.[6] The five cases share the common element that each reflects, either directly or indirectly, arguments over inheritances.

I present these cases in no particular chronological order, since my aim is rather to highlight the similarities and differences in the issues each case raises. For ease of reference, the cases will henceforth be referred in the text of this chapter as follows:

Case 1: Burchard de L'Isle-Bouchard v. Geoffrey Fuel (1040s x 71)
Case 2: Geoffrey son of Berard v. Abbot Sigo of Saint-Florent (1040s x 62)
Case 3: Odo de Sermaise and Burchard v. the monks of Saint-Aubin (1082 x 1106)
Case 4: heirs of Geoffrey de *Ralei* v. the lords of Matheflon (*c*.1100 x *c*.1133)
Case 5: the monks of Saint-Aubin v. Aubrey du Lion d'Angers (1056 x 59)

Taken together, the sample touches on a number of important aspects of lordship, and is well-suited to demonstrate some common themes underlying disputes, whilst at the same time each case illuminates specific aspects. There are two cases between laymen (cases 1, 4),[7] and three in which a lay claimant challenges ecclesiastical property (cases 2, 3, 5). The narrative of each case will be followed by commentary, which seeks to expound the details of the dispute, and to place it in its wider legal context. After the five cases, I discuss their implications, reflecting on the core questions of the chapter.

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[3] ADML H 2117 no. 3 (1062); copy in *Livre noir* f.108^{v}-109^{r}, no. 195.
[4] *SAA* 270 (1082 x 1106).
[5] *SSE* ii 57 (*c*.1100 x 33). Yves Chauvin, the editor of the cartulary, gives the case a *terminus a quo* of 1113, though Fulk de Matheflon was probably dead by this point.
[6] *SAA* 160 (1056 x 59). The case continued in *SAA* 167 (*c*.1060); cf. the manuscript versions in BMA ms. 829 f.51^{v}-52^{r} and f.52^{v}. Guillot ii, C178 provides the date for *SAA* 160.
[7] Case 4 involves conflict between laymen as well, though structurally the dispute is between Geoffrey and the abbot of Saint-Florent.

Case 1: Burchard de L'Isle-Bouchard v. Geoffrey Fuel

The origins of Burchard de L'Isle-Bouchard's case began sometime before 1044. An original charter from Marmoutier begins with the words 'there is a castle in the Touraine called L'Isle which a knight named Hugh once possessed by hereditary right.'[8] Hugh had two younger brothers, Aimery and Geoffrey Fuel (alt. *Fodialis*).[9] As he was dying, Hugh left the inheritance of the castle to his only son, Burchard, who was still a small boy (probably an infant).[10] After Hugh's death, Count Theobald III de Blois came to L'Isle in order to receive the castle and then entrust it to whomever he felt best.[11] The men of the castle, however, feared that he would hand the castle over to Burchard's mother, whom they held in no high regard even though they knew that the son of Hugh was the 'lawful heir.'[12] These *homines*, therefore, refused Theobald entry until he gave them pledges (*obsides*) that he would not make any decision concerning the castle without taking their counsel (*consilium*). As the two parties were deliberating over L'Isle, Aimery, brother of Hugh and uncle to Burchard, turned up and was received 'with joy' by the men of the castle. Aimery asked the count through the intermediaries of the *homines* if he would be able to have the inheritance of the castle.[13] Theobald, in what must have been an important statement of custom, 'did not want to disinherit the boy Burchard, who was the more

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[8] *Est castellum in Turonico quod vocatur Insula quod hereditario jure olim possidebat miles quidam Hugo nomine*: AD d'Indre-et-Loire H 332 no. 3 (1071). L'Isle-Bouchard is about 24mi southwest of Tours, situated on the river Vienne.

[9] AD d'Indre-et-Loire H 332 no. 3. Hugh was the eldest son of Burchard I de L'Isle-Bouchard, who in 1020 founded a priory for the monks of Marmoutier at Tavant, the significance of which will become clear in the course of the dispute; Hugh signed this original charter with his brothers Hubert and Aimery: AD d'Indre-et-Loire H 332 no. 1 (1020). Cf. Halphen, p. 165, n.9, for an older view stating that Hugh was the earliest known lord of L'Isle; Burchard is described in the Marmoutier document as *miles seniorque castri quem vocant Ad Insulam situm super fluvium Vigenne* [Vienne].

[10] *...cui adhuc parvulo ipsius castelli hereditatem moriens dereliquit*: AD d'Indre-et-Loire H 332 no. 3. It is impossible to know how old Burchard was; he is consistently described as a *puer* at this point of the document, rather than *infans*; regardless, we are to imagine he is very young.

[11] Hugh's death was probably around 1037, perhaps slightly earlier; Halphen cites a document dated 1032 x 37 in which Hugh appears (see above, n. 10), and Theobald III de Blois will enter the case shortly – Theobald did not become count of Blois until 1037.

[12] *...comes Tetbaldus…venit ad supradictum castellum ut et illud reciperet et cui crederet provideret. Sed castelli ipsius homines timentes ne comes castellum illud redderet matri pueri quam non bene diligebant quamvis intelligerent ipsum puerum supradicti Hugonis filium justum heredem esse*: AD d'Indre-et-Loire H 332 no. 3.

[13] *…ipse Haimericus per eosdem homines quesivit a comite ut hereditatem ipsius castelli habere posset*: AD d'Indre-et-Loire H 332 no. 3.

rightful heir.'[14] Ultimately the two came to an agreement: Aimery would have the inheritance, though not as the heir but as a guardian (*advocatus*) of the boy, for up to fifteen years, until Burchard reached his majority.[15] The mother then left with Burchard, and Aimery held the L'Isle-Bouchard for ten years. After ten years though, Aimery was inspired to take the monastic habit, so he left the castle to his brother Geoffrey Fuel on the same terms as he held it from Theobald III de Blois, for a maximum of the five remaining years of the agreement.[16] Thus ends the background to the dispute.

Enter Geoffrey Martel. In 1044, Geoffrey defeated and captured Theobald de Blois at the battle of Nouy; the price of Theobald's release from Angevin captivity was a number of *honores*, including Tours, Château-Renault, Saint-Aignan, Chinon, and Langeais.[17] L'Isle-Bouchard was also part of this price.[18] The notice of our case states that after Geoffrey Martel 'invaded' the county of Tours, 'he drove out Geoffrey [Fuel] and many others from their castles', and made a gift to La Trinité de Vendôme of a villa from Burchard's inheritance, 'which he had similarly invaded.'[19] Geoffrey Fuel was unable to recover the whole *honor*, but he did regain control of the castle from Geoffrey Martel, who was holding it by conquest (*per invasionem*); outwith this settlement was the villa of la Rivière, however, which Geoffrey Fuel reluctantly had to allow La Trinité to hold. He recovered this villa after Geoffrey Martel's death in 1060, though, and immediately expelled the monks of La Trinité. By this point, though, Burchard the boy had come of age, and after being knighted by Theobald de Blois, he drove out his uncle from L'Isle and recovered his castle, 'as the rightful heir.'[20] Geoffrey Fuel's response, 'although he had been justly expelled', was to wage a very great *guerra* against his nephew. He built a castle at Tavant, a priory

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[14] *...sed comes quia Burchardum puerum qui justior heres exheredare noluit*: AD d'Indre-et-Loire H 332 no. 3.
[15] Cf. Barthélemy, *La société*, p. 526, who cites this document as evidence that the age of majority was fifteen; by the mid-thirteenth century, according to the *Établissements de Saint-Louis*, the age of majority was 21 for which, see ibid., p. 526, n. 151.
[16] AD d'Indre-et-Loire H 332 no. 3.
[17] See Halphen, p. 48 and n. 4; Guillot, i, p. 63, n. 281.
[18] Fulk le Réchin, *Fragmentum*, p. 235 mentions L'Isle-Bouchard specifically.
[19] *…et Gausfredum supradictum atque plures de castellis suis expulit et de hereditate supradicti pueri Burchardi…quam similiter invasit…*: AD d'Indre-et-Loire H 332 no. 3. The tenurial consequences of Nouy are discussed in Jacques Boussard, 'L'éviction des tenants de Blois par Geoffroy Martel en 1044', *LMA* 69 (1963), pp. 141-9.
[20] *Burchardus autem puer supradicti Hugonis illius jam adultus, quem comes Tetbaldus militaribus armis ornaverat castellum suum sicut justus heres insulam expulso avunculo suo ipso Gausfredo Fuel recuperavit*: AD d'Indre-et-Loire H 332 no. 3.

of Marmoutier,[21] but Burchard attacked (*invasit*) Tavant with a large host of knights and footmen, burned down Marmoutier's priory, and captured Geoffrey Fuel, whom he held in captivity until the day of his own death.[22] Burchard apparently felt remorse for what had befallen the monks of Marmoutier, so he gave them half of La Rivière, and forced Geoffrey Fuel to promise on oath that he would allow no harm (*injuria*) to befall the monks;[23] when Burchard died, Geoffrey Fuel evidently forgot his oath and expelled the monks until Peloquin, the nephew of Burchard, received the inheritance of L'Isle-Bouchard, and, 'not wanting to allow the complete destruction of his uncle's alms', he restored La Rivière to the monks of Marmoutier, retaining half in his lifetime.[24]

At its core, this dispute centred between Burchard de L'Isle-Bouchard and his uncle, Geoffrey Fuel, though involved in the dispute were the counts of Anjou and Blois, the monks of La Trinité and Marmoutier, and importantly, the castellans of L'Isle-Bouchard itself. The problems began because Hugh de L'Isle died leaving a minor as his heir, thus raising questions about who the appropriate guardian should be, and what would be done with the minor. This was all the more trenchant a problem given that the inheritance concerned a castle, and one with political significance. The castle was the site of conflict between Anjou-Blois from at least the early 990s, and intermittently so until Geoffrey Martel wrested it away from Theobald III in 1044.[25] The strategic value of the castle meant that Theobald could not afford to leave it in the hands of the young Burchard.[26] Here one might expect to see a greater

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[21] Tavant is about 2mi west of L'Isle-Bouchard.

[22] *Qui quamvis juste expulsus fuisset guerram maximam fecit nepoti suo in tantum etiam ut apud Tavennam villam quae cella est monachorum Majoris Monasterii castellum firmavit, sed Burchardus multitudine maxima militum et peditum collecta Tavennam invasit atque combusto monasterio ipsum avunculum cum suis militibus cepit et usque ad diem mortis suae eum in captione tenuit*: AD d'Indre-et-Loire H 332 no. 3.

[23] A very fragmentary notice of the *guerra* survives in AD d'Indre-et-Loire H 332 no. 5 (1071), which also provides an account (again, fragmentary) of Burchard's gift of La Rivière.

[24] *…pati noluit penitus destructam esse elemosynam avunculi sui*: AD d'Indre-et-Loire H 332 no. 3.

[25] On early conflict, see Halphen, p. 19; on recurring troubles, see Bachrach, 'Angevin Strategy', pp. 545, 556 e.g.

[26] Cf. the discussion in Bachrach, 'Enforcement of the *forma fidelitatis*', pp. 796-819, who argues firstly that minors were not allowed in comital castles, and secondly that heirs had to pass a sort of probationary period before being allowed to succeed. This argument needs tempering, not least because a Saint-Aubin charter contains a clause regarding Château-Gontier which refers to the escheat of the castle to comital power only for lack of heirs: *Quod si forte Castrum Gunterii deficientibus heredibus in manum comitis iterum venerit*: *SAA* 1 (1037). Secondly, it is unlikely that Fulk Nerra was not faced with the same sorts of micro-political pressures evidenced in the case currently under discussion. The framework proposed by Bachrach merits revisiting and analysis should be extended into the reign of Geoffrey Martel.

degree of seignorial discretion in the choice of heir, as L'Isle-Bouchard conforms in many ways to the classic sort of scenario in which the lord's requirements for military service outweighed considerations regarding heritability.[27] The solution with L'Isle-Bouchard is revealing: the discretion was not so much on the lord's part, but rather that of the castellans.[28] It was the *homines* of L'Isle-Bouchard who feared that the Theobald would render the castle to Burchard's mother; it was they who barred Theobald entry until he promised them the right to counsel his decision; and it was they who ultimately negotiated to ensure that control of L'Isle-Bouchard went to a man of their choosing, namely Aimery, brother of Hugh. Now, it is important to stress that from the perspective of Theobald III, and indeed of the castellans, the presumption seems to have been that the inheritance would remain within the family: the dispute was with whom in particular, the mother, or a more agreeable candidate?[29] Further, the notice, at the very least, is keen to emphasise Theobald's reluctance to dispossess Burchard altogether; indeed, the latter is repeatedly described as the 'rightful heir.'[30] Regardless of the reasons for the castellans' animus towards Burchard's mother, the role of the *homines*, probably resident in the castle,[31] in influencing the direction of the inheritance is a point worth emphasis: the devolution of an inheritance, at least one as politically and strategically important as L'Isle-Bouchard, implicated a number of individuals outwith the immediate relationship of lord and vassal. The presumption of heritability along with the influence of the deceased lord's *homines* mitigated then against complete control over the succession by Theobald; indeed, Theobald's role seems rather to be to confirm or ratify whatever arrangements were decided upon for L'Isle-Bouchard. In this sense, the lord's role may have been more akin to a guarantor.

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[27] Cf. Bloch, *Feudal Society*, pp. 201-2; Ganshof, *Feudalism*, p. 142.
[28] Unfortunately, none of these men are named, and the lack of documentation for Hugh's lordship of L'Isle-Bouchard makes it difficult to speculate. The court of L'Isle comes into view in the 1060s and 1070s in the documents surviving from Geoffrey Fuel's lordship, and his successors, Peloquin and Barthélemy.
[29] See Bloch, *Feudal Society*, p. 202, who notes the 'curious deviation' whereby lords allowed kinsmen to assume the role of guardian.
[30] The phrase *justus heres* is used three times: AD d'Indre-et-Loire H 332 no. 3, li. 5, 8, 17. The castellans also are said to have understood that Burchard was the 'just heir.'
[31] Cf. the discussion in Barthélemy, *La Société*, pp. 585-7 for the lodging of *milites castri* at Vendôme; the *homines* at L'Isle-Bouchard were probably those resident at the castle, thus giving them perhaps a more vested interest in developments concerning the castle. In other words, these *homines* were probably not neighbouring lords owing a set amount of castle-guard, but rather permanent residents.

Geoffrey Martel's conquest of the Touraine in 1044 complicated matters, and whatever continued involvement Theobald might have envisaged in ensuring that Burchard obtained his inheritance when he came age was quickly put to rest by the introduction of new overlordship in the region. Martel's arrival probably presented Geoffrey Fuel with an opportunity, despite the initial dispossession: serve a new lord in the hopes perhaps of retaining the inheritance of L'Isle.[32] The conflict which then broke out between Geoffrey Fuel and Burchard was in part connected to wider conflict between two of the most powerful lords of western France; Geoffrey Fuel's interests became linked to those of the Angevins, and Burchard's with Blois.[33] Whilst neither the Angevin count[34] nor the count of Blois are ascribed any direct role in the *guerra* Geoffrey Fuel waged against his nephew, it is probable that the mere availability of these lords as strategic resources to which each party could appeal to for aid – or at the very least use the possibility of outside assistance as a threat against the other party – served to polarise the conflict between the uncle and nephew even further.

This leads to the centrepiece of the notice: the intra-familial conflict between Burchard and his uncle Geoffrey which culminated in the destruction of the priory at Tavant belonging to the monks of Marmoutier and the defeat of Geoffrey Fuel. Precious little information is given about this 'very great *guerra*', though a few central events stand out: i) Burchard managed to 'drive out' (*expellere*) Geoffrey from L'Isle; ii) Geoffrey built a fortification (*castellum*) at Tavant; iii) Burchard attacked Tavant with a large host of *milites* and *pedites*; iv) Tavant was burned to the ground; v) Geoffrey Fuel was captured and imprisoned along with his knights (*milites*). One would like to know more about these various *milites*, since presumably all had some connection to L'Isle, either through Burchard or through Geoffrey, but no information is given as the identity of these figures. Nor is the timescale of this *guerra* explained

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[32] Boussard, 'L'éviction des tenants de Blois', pp. 145-7. Of course, it is entirely possible that Geoffrey Fuel had no intention anyways of allowing Burchard into the inheritance.

[33] In this regard, it is significant that it was Theobald who provided Burchard with knightly arms: *...comes Tetbaldus militaribus armis ornaverat*: AD d'Indre-et-Loire H 332 no. 3. A Saint-Aubin charter shows Geoffrey Fuel as a member of Geoffrey Martel's military household: Fuel, along with Burchard de Jarzé (no relation to our Burchard), was among the men of Martel's *masnadia* (for *masenata*) which was charged with pursuing Odo de Blaison in the course of a dispute: *SAA* 178 (1056 x 60); for *masenata* as military household, see Niermeyer, *Latin Lexicon*, p. 658 (*masenata*), citing this charter, among others.

[34] Indeed, Geoffrey Martel himself was dead by the time open conflict broke out between Burchard and Geoffrey Fuel, though for reasons which will become clear, it is possible that Geoffrey le Barbu played a role in settling the dispute.

clearly. These events took place between 1060 and 1062, though it is unknown if the *guerra* lasted days, weeks, months or longer. Beyond the terse descriptions of the document, it is impossible to know what precisely occurred.[35] Regardless, what is significant for our present purposes is firstly, that the conflict between Burchard and Geoffrey is described as a *guerra*, and secondly, that this took place between an uncle and a nephew.[36] The scale of conflict was no doubt exacerbated by the broader political implications, but despite this, the possibility of a violent and destructive *guerra* between kinsmen over the subject of a disputed inheritance is a vital point to emphasise.[37] The most notable case of such intra-familial violence was the conflict between Geoffrey le Barbu and his brother Fulk le Réchin for control of the county of Anjou,[38] though the potential for conflict of this sort must have remained high at most, if not all, levels of society.[39]

The settlement to this dispute warrants comment as well. The notice states simply that Burchard captured Geoffrey Fuel, presumably during the attack on Tavant, and held him in captivity until his own death.[40] This implies that Burchard achieved an outright victory over his uncle, securing the inheritance for himself. However, a number of charters that postdate this conflict show Geoffrey Fuel and Burchard together. For example, a record of a *placitum* presided over by Count Geoffrey le Barbu in 1062 saw Geoffrey Fuel and Burchard witness the settlement to a dispute

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[35] Cf. the descriptions of feuds from Noyers in White, 'Feuding and Peace-Making in the Touraine', pp. 195-263.

[36] The case is a salubrious reminder that kinship relations did not automatically equal ties of affection and solidarity; see Barton, *Lordship*, pp. 92-5 for an important critique of the 'reification' of family bonds.

[37] Cf. *TV* 6 (*c.*1032, but redacted 1060 x 70), for the dispute between Fulk l'Oison and his mother over the inheritance of the Vendômois; Fulk was unhappy at having to share power with his mother, so rebelled against her, whereby she sought to have him dispossessed by Geoffrey Martel (her brother), who had overlordship of the Vendômois. The similarities between this case and the Burchard de L'Isle case, particularly with respect to the concerns or troubles over women holding honorial power, merits attention.

[38] Geoffrey Martel arranged for le Barbu to hold Anjou, and Fulk le Réchin to hold Vihiers and other lands (including the Saintonge) from his brother Geoffrey, e.g.: *...Gaufridus Fulconis filius…condonavit Gosfrido nepoti suo comitatum suum Fulconi vero fratri hujus inter cetera Vierensium castrum praecipiens tamen ut omnia a fratre suo teneret*: *Livre noir* f.29^{v}-30^{r} (1060 x 67). The 1060 inheritance is discussed in Halphen, pp. 133ff.; Guillot, i, 102ff.

[39] Barthélemy, *La société*, p. 297, who writes of 'les innombrables conflits internes à "la parenté" – que des prosopographes assez naïfs considèrent trop souvent comme un lien de solidarité uniquement….' Cf. ibid., p. 515 for a similar comment.

[40] *...ipsum avunculum cum suis militibus cepit et usque ad diem mortis suae eum in captione tenuit*: AD d'Indre-et-Loire H 332 no. 3. The date of Burchard's death is difficult to determine. He was definitely still alive in 1067, and seems to have been dead by 1074: see *Noyers* 51 (1067) and *Noyers* 67 (1074). Around 1070 seems a safe date of his death.

and sign the charter produced as a result;[41] likewise, a *calumnia* against the monks of Marmoutier in 1064 was settled at L'Isle-Bouchard in the court (*in curia*) of Geoffrey Fuel, with Burchard as the first witness after Geoffrey.[42] In 1067, Burchard made a gift to the monks of Noyers in which he was styled *dominus* of L'Isle, 'at the time when he was exercising lordship over that same castle', and he confirmed the gift of a manumitted man named William. These gifts were then confirmed by Fulk le Réchin, and Geoffrey Fuel, both of whom signed the document after Burchard;[43] Geoffrey Fuel in this document is given no title.[44] At least during the reign of Geoffrey le Barbu, then, it seems an uneasy balance of power was struck, with Geoffrey Fuel retaining the title 'lord'; this balance may have shifted slightly in Burchard's favour with the accession of Fulk le Réchin,[45] but regardless, neither Geoffrey nor Burchard seems to have achieved an outright victory over the other. The inheritance was not won, in any strict sense. It was not until Peloquin, the nephew of Burchard, seized L'Isle from Geoffrey Fuel sometime before 1074 that the latter was definitively driven out of Burchard's inheritance.[46]

Case 1 then highlights three important points about the relationship between lordship, disputing, and arguments over inheritances. First, a dispute over an inheritance of a valuable and important piece of property, such as a castle, brought together multiple, often conflicting interests not necessarily limited to the heir and the lord, and the *homines* of L'Isle here deserve another mention. Second, inheritance disputes could bring kinsmen into conflict – an obvious but important point. And thirdly and related, because of the potential for intra-kin conflict, lordship may have been very important indeed; in the case of L'Isle-Bouchard, the conflicting claims of uncle and nephew were nurtured in the support of more powerful lords, the counts of Anjou and Blois. L'Isle was of course caught up in the wake of the conquest of the Touraine, and thus in the centre of a larger conflict between two counts, and this may

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[41] ADML H 2117 no. 3. This *placitum* coincidently forms the subject of case 2. On the connections between the lords of L'Isle-Bouchard and Geoffrey Berard, the litigant in 1062, see below, case 2.
[42] *...in curia Gausfredi Foelli*: *Livre des serfs* A 26 (1064); see also Guillot, i, p. 331 and n. 232.
[43] *Noyers* 51 (1067).
[44] See also *Noyers* 40 (1067 x 71) for another charter in which Burchard appears as *dominus*, and Geoffrey Fuel is absent from this document; it was signed by Fulk le Réchin. Casimir Chevalier, the editor of the cartulary of Noyers, suggested *c.*1065 as a date for this; Guillot, ii, C300 places it within the first four years of Fulk le Réchin's reign.
[45] Though, it must be stressed, the evidence rests on two charters.
[46] *...ut Peloquinus, filius Borrelli, invaderet castrum Insulae*: *Noyers* 67 (1074). The Marmoutier document notes only: *...Pelochinus Burchardi nepos recepta hereditate sepedicti Castelli Insule*: AD d'Indre-et-Loire H 332 no. 3.

have made the progress of the dispute less usual; nevertheless, the influence of wider seignorial strife in fostering competing claims over an inheritance is an important lesson to take from L'Isle-Bouchard.

Case 2: Geoffrey, son of Berard v. Abbot Sigo of Saint-Florent

The case involving Geoffrey, son of Berard, had its origins in Fulk Nerra's capture of Saumur in 1026.[47] According to the Angevin chronicles, Fulk Nerra captured Saumur when he found it empty during one of his conflicts with Odo de Blois, since the castellan of Saumur, Gelduin, was away, in aid of his lord Odo.[48] This resulted in widespread upheaval with respect to the inhabitants: Fulk Nerra, upon securing Saumur, dispossessed the dependants of Gelduin in order to reward his own followers.[49] Further, as soon as Geoffrey Martel had received Saumur as a gift from his father,[50] he apparently embarked on a series of arbitrary seizures in order to reward his own men, behaviour in keeping with the count's supposed 'arbitrary and violent character.'[51] One such figure to lose out was Berard, father of Geoffrey. Berard lost land which he had held from Saint-Florent at rent, and Joscelin Roonard acquired this land by gift of the count.[52] Abbot Frederic (†1055) recognised the loss (*dampnum*) to his abbey, so arranged to buy the property back from Joscelin with the consent of Geoffrey Martel. They settled on a price of £10, and the monks held the land for some twenty years or more 'without legal challenge', until the abbacy of Sigo

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[47] See Halphen, pp. 39-40.

[48] See e.g., *HSF*, p. 276; *GAD*, pp. 80-1; *GCA*, pp. 53 states that there were defenders in the citadel, who had no hope of rescue since they knew the Angevin people to be 'fierce and warlike', so they sought terms under 'the law of surrender.'

[49] The conquest is mentioned in a Saint-Aubin charter: *Contigit autem quod Fulco cepit Salmurum perditque omnes quos repperit inimicos suos, invasit atque tulit omnes possessiones eorum deditque suis militibus terras*: *SAA* 236 (1026 x 39): Guillot, ii, C68 for better dating.

[50] The timing of this is difficult to determine, but Fulk's grant of Saumur to Geoffrey Martel does not seem to have immediately followed the capture of Saumur in 1026; see Guillot, i, p. 43, n. 214. Cf. Halphen, p. 111.

[51] Boussard, 'L'éviction des tenants de Blois', p. 148; See also the Saint-Florent charter:…*erga ipsius loci habitatres mutatio magna fuit. Comes namque Gosfridus ejus filius in cujus manum dono patris venit, prout sibi placuit aliis abstulit aliis dedit*: ADML H 2117 no. 3.

[52] *Hac ergo de causa Berardus pater Gosfridi cognomine Berardi terram sancti Florentii quam ad censum tenebat perdidit et Goscelinus cognomento Rotundator eam dono comitis habuit*. ADML H 2117 no. 3. It is unclear if it was Fulk Nerra or Geoffrey Martel who rewarded Joscelin, but the implication in the charter is that it was Martel. On Joscelin and his family, who enjoyed a close relationship with the counts throughout the eleventh and twelfth centuries, see K. Dutton, '*Ad erudiendum tradidit*: The Upbringing of Angevin Comital Children', *ANS* 32 (2010), pp. 24-39, with discussion of the Roonards at pp. 31-2; see also, C. Cussoneau, 'Une famille de chevalerie saumuroise: les Roinard de Boumois', *Archives d'Anjou* 7 (2003), pp. 5-23. The family also had properties in the Vendômois, on which see for brief comment Barthélemy, *La société*, pp. 605-6.

(1055-70) when Geoffrey son of Berard made a challenge for his father's land.[53] Geoffrey had waited until Geoffrey Martel was dead, bringing his challenge during the second year of Geoffrey le Barbu's reign (1062). The case was such that Sigo and Geoffrey gathered in the court of the Angevin count. Judgment was made (though the document does not specify by whom):

> the count and the abbot should never have to answer to Geoffrey Berard on this case in accordance with custom, because otherwise, it would be necessary to return other goods to their former possessors, and it had been decided that this was in no way able to be done reasonably.[54]

Defeated in the inheritance line of argumentation, Geoffrey Berard turned to another argument in support of his case. He claimed that Geoffrey Martel, whilst still alive, had made a promise at the bridge at Angers that in return for the service Geoffrey Berard had performed, he would ask the abbot of Saint-Florent to allow Geoffrey to have the land his father had held, and Geoffrey in return would compensate the abbot the amount of money (£10) the abbot had earlier paid Joscelin Roonard.[55] Geoffrey Berard also named two witnesses, but there were difficulties getting one of them to court; Geoffrey Berard eventually gave up on waiting for the witness, so he threatened to lay to waste Saint-Florent's land.[56] Abbot Sigo, though, preferring to resolve things peacefully, took counsel over how to resolve the issue without the abbey suffering any loss (*dampnum*) and without Berard 'losing his soul.'[57] The abbot therefore gave Berard £4, and promised him the society of Saint-Florent's alms and prayers, and in return, Berard came into the chapterhouse of Saint-Florent the following day, quitclaimed, and placed a token of his gift upon the altar. The charter

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[53] *...quam postea Sanctus Florentius annis XX aut eo amplius legali calumnia absolutam habuit*: ADML H 2117 no. 3. A slightly later document shows Joscelin Roonard, after suffering a grave illness, restoring meadows to 'his lords', the monks of Saint-Florent 'from whose benefice' he was holding the land: *Livre noir* f.109^{v}, no. 196 (1060 x 70). Unfortunately it is impossible to identify these meadows with the land he had earlier received from Berard's inheritance, but such a connection remains a possibility, in which case Joscelin, after having been bought out, would seem to have been re-granted the same lands, but explicitly to be held from Saint-Florent. Again, however, this is only conjecture.

[54] *...nunquam ei de hac re secundum consuetudinem responderent. Alioquin alias res huius modi ad priores possessores necesse esset redire quod sancitum fuerat rationabiliter fieri non posse*: ADML H 2117 no. 3.

[55] *...dicens Gosfridum comitem dum adhuc viveret apud quoddam castrum pontem Andegavensium pro servicio quod sibi fecerat convenisse quod abbatem rogaret uti terram istam sicut pater suus habuerat sibi habendam permitteret ita tamen ut abbati pecuniam quam Goscelino dederat redderet*: ADML H 2117 no. 3.

[56] *Interea Gosfridus peticionis sue infirmitatem secum reputans testem expectare noluit sed terram sancti Florentii predari minatus fuit*: ADML H 2117 no. 3.

[57] *Quod abbas audiens omnia pacificari quam conturbari malens consilium cepit quo suis dampnum non veniret et ille animam suam non perderet*: ADML H 2117 no. 3.

was then signed, first by Geoffrey Berard, followed by Joscelin Roonard and seven others.

Like case 1, case 2 was closely connected to wider political conflict between the counts of Anjou and Blois; Geoffrey Berard's claim was framed against the backdrop of the conquest of Saumur by Fulk Nerra and Geoffrey Martel. The case raised an important question concerning the legitimacy of acquisition through conquest, and any answer to such a question must have been rich in consequences, particularly in the Saumurois.[58] The issue must have been a challenging one, since forceful dispossession through conquest must often have been viewed as unjust, and heirs presumably had reasonable claims.[59] Geoffrey Berard certainly seemed to think so; his first mentioned strategy in the dispute was to plead in court. This choice was certainly deliberate, and probably reflects some measure of confidence in the justice of his claim. The charter never states how Geoffrey Berard put in his case, but presumably it amounted to a rough restatement of the principle expressed in the *Raoul de Cambrai* when Raoul declares to King Louis, 'Rightful emperor, I tell you straight out, everybody knows that a father's fief ought in all justice pass to his son.'[60] Whatever the exact form of Geoffrey Berard's plaint, it seems to have caused apprehension for both the count and the abbot of Saint-Florent, because in response, the court produced a remarkable and unequivocal statement quashing Geoffrey's claim. The judgment did not really address the substance of Geoffrey's claim, but seems rather to have evaded the substantive point by expressing concern over the precedent which would be set were Geoffrey's land to be restored to him.[61] This judgment further displayed the sort of cold, pragmatic logic which leads one to suspect that the 1062 case represented, in part at least, an effort to establish the conquest of Saumur in 1026 as a sort of *tabula rasa* concerning local tenurial arrangements, thereby protecting both the count and the abbot from needing to make restitutions to various disenfranchised heirs.

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[58] Note here, Boussard, 'L'éviction des tenants de Blois', passim.
[59] Recall the phrase *per invasionem*, recorded in the charter for case 1, above, to describe Geoffrey Martel's capture of L'Isle-Bouchard; such a phrase was surely pejorative.
[60] *Raoul de Cambrai*, ed. and trans. Sarah Kay (Oxford, 1992), li. 524-6: 'Drois empereres, ge vos di tot avant, l'onnor del pere, ce sevent li auqant, doit tot par droit revenir a l'esfant.' See also White, 'Inheritances', p. 90, who cites this passage.
[61] Cf. certain cases over customs in which a religious house feared that a lord's demand for services would 'become a custom', i.e., a precedent. See *SAA* 8 (1087): *...verentes illud in consuetudinem versum futuris postmodum nociturum*; and *TV* 258 (1076): *…asserentes insuper quod si hoc inerrectum transire permitteret, res fortasse transiret in consuetudinem*.

Geoffrey Berard then switched tactics. Instead of presenting his hereditary claim as a sort of 'primordial right',[62] he argued that he had earlier formed an agreement with Geoffrey Martel whereby in return for his service (*pro servicio*), Martel would intervene with the abbot of Saint-Florent on his behalf. Therefore, although his claim was strictly speaking against the abbot of Saint-Florent, such an agreement directly involved the Angevin count, making this a more complex, three-way dispute. From the viewpoint of Geoffrey Berard, seeking restitution from the Angevin count not only made practical sense – it was, after-all, the actions of the count which resulted in his father's dispossession – but also made good strategic sense, as he could hope for a powerful outside source of authority in what seems to have originated as a dispute between man (Berard and/or Geoffrey Berard) and lord (Saint-Florent). More important for our present purposes, however, is viewing this agreement from the perspective of Geoffrey Martel. This *quid pro quo* pact hints at the mechanics by which a lord legitimised the exercise of power. Geoffrey Berard entered the count's service with the promise of future support and patronage, in this case specifically pertaining to his inheritance. Such an agreement ensured, in a sense, that Geoffrey Berard 'buy into' Geoffrey Martel's lordship of the region. The agreement further bound Berard to Martel, both physically in the sense of the former performing service to the latter, but also legally, because Berard's claim was henceforth nurtured in Martel's lordship. The account on this point is so terse that it is difficult to say much more without excessive speculation, but the exchange of service for future assistance in pursuing an inheritance claim does hint at an important integrating strategy whereby politically dispossessed men can be assuaged with the hope of future boons, in return for committing themselves to a new lordship.

There is one final point to be made about this case. Beginning from about 1065, Geoffrey Berard appears around the region of L'Isle-Bouchard.[63] Geoffrey Fuel and Burchard de L'Isle-Bouchard were both present at the *placitum* in 1062, and it is difficult to take their presence in 1062 and Geoffrey Berard's subsequent presence in the region of L'Isle as a coincidence. It is possible that Geoffrey Berard already had

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[62] The phrase 'primordial right' is from J. C. Holt, 'Feudal Society and the Family in Early Medieval England: II. Notions of Patrimony', *TRHS*, 5th series, vol. 33 (1983), pp. 193-220 at p. 199. Geoffrey Berard's claim is similar in many ways to that of Burchard de L'Isle, whose claim was nurtured on the fact that he was the closest heir.

[63] The earliest attestation is *Noyers* 42 (*c*.1065), where Geoffrey appears as a witness to a grant by Ulric de L'Isle, which was consented to by Geoffrey Fuel and Burchard de L'Isle.

properties in the region, and lack of information about his father, Berard, complicates the matter. But, given the intensity with which he was willing to pursue his claim against Geoffrey le Barbu and Saint-Florent, it seems that the land in the Saumurois was of especial significance to Geoffrey Berard, and his endowment in the L'Isle region might have been later. At any rate, by *c*.1070, Geoffrey Berard was associated with a burgh near the castle of L'Isle, which he seems to have held from the monks of Noyers, and further appears making a challenge for land which Fulk, son of Vitalis, had given the community of Noyers.[64] By *c*.1100, Geoffrey Berard was approving alienations in the region,[65] witnessing grants,[66] and was definitively identified with the toponym 'of L'Isle-Bouchard.'[67] It is tempting to speculate that at some point either around 1062, or just before, Geoffrey Berard entered the service of Geoffrey Fuel and/or Burchard de L'Isle, and had hoped that with the support of these two men, he would have better luck in obtaining his inheritance. The three men were certainly already connected by 1062; Geoffrey Berard named Geoffrey Fuel as one of the witnesses to his earlier agreement with Geoffrey Martel, and both Fuel and Burchard de L'Isle-Bouchard witnessed and signed his quitclaim.[68] It seems probable, therefore, that the involvement in the two men with Geoffrey Berard's cases, was because of Geoffrey Berard specifically.

If such a reconstruction is correct, Geoffrey Berard's case acquires a particular significance when read in the light of when and how a man in his position went about pursuing a claim for his inheritance. As noted, it is unknown what actions, if any, Geoffrey Berard took between *c*.1026, if he was alive at this point, and *c*.1060; all the charter states is that he had been serving Geoffrey Martel in the expectation that the count would intervene on his behalf. He seems to have remained in the comital court after the death of Martel in 1060, for a claim about 'evil customs' was brought to the court (*curia*) of Geoffrey le Barbu in 1061, and Geoffrey Berard was amongst the

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[64] *Noyers* 62 (*c*.1071) and *Noyers* 58 (*c*.1069) respectively. A later charter demonstrates that Geoffrey held the burgh from the monks. In *c*.1103, Geoffrey, presumably near his death, gave the burgh 'which he held from the monks' to his wife, on the condition that she could hold it for the remainder of her life, whereupon it would revert to monks' control. See *Noyers* 318. This gift, which is really a surrender of a tenement, was consented to by Bartholomew de L'Isle-Bouchard.
[65] *Noyers* 316 (*c*.1103) and *Noyers* 329 (*c*.1105).
[66] *Noyers* 315 (*c*.1103); for a slightly earlier example, *Noyers* 77 (*c*.1080).
[67] *Noyers* 313 (*c*.1103).
[68] ADML H 2117 no. 3.

witnesses.[69] And by 1062, he impleaded the count. It is hard not to think that the timing of the court case was deliberate, and might have been connected in some way with Geoffrey Berard's hoped-for support from Geoffrey Fuel and Burchard, especially given the jockeying for position between these two, and their attempts to earn favour with the Angevin count. 1062 also marked the beginnings of the political mishaps suffered by Geoffrey le Barbu, starting with the loss of the Saintonge in 1062 to the duke of Aquitaine which resulted in the dispossession of Geoffrey's younger brother, Fulk le Réchin.[70] This event sowed the seeds of discontent within Fulk, along with the Angevin baronage more broadly, and was probably perceived as a moment of comital weakness. Geoffrey Berard may have hoped to take advantage of this weakness by bringing his challenge in 1062, quite possibly with the aid of two further politically troublesome figures, at least from the perspective of the Angevin count.

Whilst it is impossible to draw firm conclusions about this case, the circumstantial details allow for an interesting analysis, yielding two key points. First, case 2 arose from a fundamental question regarding the legitimacy of political conquest: did an heir have a claim against the conquering lord to receive back the lands of his father? This must have been a hard question, and the court's judgment in 1062 reads much like an effort to avoid the question altogether. But the heir's claim upon land was strong, and Geoffrey Berard's alleged agreement with Geoffrey Martel reveals a tacit admission that such a dispossession left the heir with a sound basis for challenge, and a claim which needed satisfying. The promise of future reward in return for service must have been a way of forestalling this claim until a later date, whilst at the same time encouraging the dispossessed to 'buy into' the new regime, as it were. This model of lordship to which case 2 implicitly refers thus served an important legitimising function. The second point concerns disputants' strategies. Geoffrey Berard's claim was complex, and he seems to have structured it differently at various points in the dispute. This is important. Fluctuations in the power, and perhaps even prestige, of the two principal litigants – Geoffrey Berard and the Angevin count – led to readjustments of strategy, as Berard seems to have tested and hoped to exploit a

[69] *Noyers* 653 (1061). It is possible that Geoffrey Berard was witnessing on behalf of the monks. The charter recording this dispute is unusual, and thus making it difficult to draw firm conclusions.
[70] Halphen, pp. 136-7; Guillot, i, p. 105. Geoffrey does not seem to have made any effort to break the siege at Saintes in 1062. Remember, Fulk le Réchin had held the Saintonge in parage from Geoffrey, as well, so this was a failure of lordship and kinship.

moment of comital weakness. Such is a clear indication of the effect power could have upon the conduct of a dispute.

Case 3: Odo de Sermaise and Burchard v. the monks of Saint-Aubin

Case 3 begins with a gift of land. In 1060 x 1067, Theobald de Jarzé, with the consent of his wife Adenor and his son Geoffrey, gave the monks of Saint-Aubin land in the forest of Rougé; the charter recording the grant also includes a warranty clause, in which Theobald promised that he and his heir after him would free that land from any challenge.[71] The monks held this peacefully during Theobald's lifetime, and Geoffrey's after him. But in 1082 x 1106, after the death of Theobald and Geoffrey, one Odo de Sermaise and Burchard, son of Warren, 'stirred on by the spirit of iniquity', cut down some oak trees in the land of the monks, and then carried off the chopped wood to their house.[72] Adenor, the widow of Jarzé, however, had been warned of their intentions by the report of 'good men', so she offered Odo sureties promising to do right, and added a speech:

> Do not diminish the alms of Theobald, my husband, which is also my own and my son's, because I shall have Lord Roger [de Montrevault] – he is your lord too – hold a rightful judgment between you and the monks of Saint-Aubin as soon as he gets here. Indeed, it falls to him to judge the things which need to be judged.[73]

Odo and Burchard, now described in the charter as *milites*, were 'filled with indignation' at such words; further, the two knights attacked the men whom Adenor had brought to sedate their violence, wounding some and killing others.[74] Roger de Montrevault – also Adenor's son-in-law –,[75] once he was informed of these events,

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[71] *Si vero aliquando evenerit ut aliquis pro ipsa calumpniam monachis inferat, ipse et heres ejus de omni calumpnia eam liberabit*: *SAA* 269.

[72] *…Odo de Sarmasiis et Burchardus, filius Warini, spiritu nequitie agitati, quasdam quercus que in terra monachorum erant inciderunt, et incisas in domum suam portaverunt*: *SAA* 270.

[73] *...Adenor, uxor Tetbaudi, relatione bonorum hominum cognoscens et disturbare volens, obtulit Odoni plegios de rectitudine dicens: Nolite violare elemosinam Tetbaudi, domini mei, et meam et filii mei, quia domnum Rotgerium talem vobis habebo cum primum huc advenerit, ut justum juditium teneat inter vos et monachos Sancti Albini. Ad ipsum enim pertinet que corrigenda sunt corrigere*: *SAA* 270. On the judicial overtones of *corrigere*, see Niermeyer, *Latin Lexicon*, p. 276 (*corrigere*).

[74] *...milites audientes, sed non exaudites, indignatione pleni, ut dictum est, quercus inciderunt et absportaverunt. Insuper quosdam homines vulneraverunt, quosdam occiderunt qui a supradicta matrona illuc missi erant ut sedarent violentiam eorum si possent*: *SAA* 270.

[75] Note, the Saint-Aubin charter omits to mention Roger de Montrevault was also Adenor's son-in-law. A Saint-Serge charter, pre-dating the account of this dispute, makes the connection explicit: see *SSE* i 180 (1057 x 81). It is hard to know the significance, if any, of the Saint-Aubin omission. Ignorance remains a possibility. Adenor's speech can be read as an attempt to bolster the legitimacy of a new lord coming into the region; Adenor represented continuity with the old regime, as it were, and here is seen

was irate, and summoned Odo and Burchard 'into right', who immediately obeyed.[76] Roger de Montrevault delivered judgment against the malefactors, and Burchard then 'recognised his wrong', and pledged 30*s*. to Abbot Gerard for the chopped-down trees. But before the monks left, Burchard asked the abbot to waive his fine, whereupon Gerard said he would take counsel with the monks.[77] Burchard then followed Abbot Gerard to Angers, and there performed a quitclaim; he became the brother of the monks, and Gerard waived the fine, save for 2*s*.

Burchard, son of Warren, is at the centre of this case. The charter draftsman gives no indication of the basis for Burchard's actions, but his motivations can be plausibly reconstructed on the basis of the earlier charter recording the gift of Theobald de Jarzé and Adenor, dating from the reign of Geoffrey le Barbu. This charter records, 'there was a man, named Warren, *vicarius* of that land, who possessed the third part of the *vicaria* from Theobald as his own.'[78] The monks thus gave Warren 10*s*., three measures of grain (*frumentum*), and the abbey's *beneficium* so that Warren would give his part to the monks, which he did with the consent (*auctoramentum*) of Theobald. Burchard is almost certainly the son of Warren the *vicarius*, making his challenge against the monks of Saint-Aubin a claim upon what he perceived as his inheritance.[79] His claim might have been sound, too, particularly if Theobald de Jarzé had earlier pressured his father into making a grant; at any rate, the silence of the dispute charter regarding the basis of Burchard's claim is significant, a point to which I shall return. The involvement of Odo de Sermaise is more difficult to explain, but just enough information survives to allow a reasonable conjecture. Odo was a prominent landowner around Sermaise, which his not that far from Jarzé.[80] He seems

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on two occasions to stress the authority of Roger. Space unfortunately precludes extended discussion of this.

[76] *Rogerius vero, cum hec audisset, vehementer iratus vocavit eos in jus. Qui statim affuerunt*: *SAA* 270.

[77] *Cumque Rogerius de eis juditium rectum fecisset, Burcardus tantum culpam suam recognoscens, guagiavit Girardo, abbati Sancti Albini, trigenta solidos de duabus quercubus quas incidit … Et cum Burcardus de guagio suo veniam ab abbate peteret, respondit abbas quod in capitulo suo consilium caperet qualem misericordiam ei impenderet*: *SAA* 270.

[78] *Erat autem homo quidam, nomine Warinus, ipsius terre vicarius, qui terciam partem vicarie ab ipso Tetbaudo propriam possidebat*: *SAA* 269. The phrase 'as his own' probably means he owed no service or custom for the land.

[79] *SAA* 266 (1060 x 81) makes the connection between Warren de Rougé and Burchard explicit, as father and son witnessed a grant made to Saint-Aubin by Stephen de Noirieux. There is an alternative version of this grant in *SAA* 275, a pancarte which provides the date for *SAA* 266.

[80] Sermaise is about 2.5mi south of Jarzé. Odo probably also had land near Méral, since he wed the daughter of Hamelin de Méral, presumably receiving her dowry: see *SSE* i 55 (1102 x 1113, though the marriage probably took place before 1100).

to have been a figure of some prominence; on at least one occasion, he signed a charter with Count Geoffrey le Barbu, and he also served as one of vavassors at Baugé, which was a comital castle near Sermaise and Jarzé.[81] Odo probably had no direct connection to the forest of Rougé – the fact that he was outwith the settlement (and fine) certainly suggests this is the case. His connection to Burchard is unclear. It is possible that Burchard entered the service the Odo in the hopes of finding a powerful patron. In this light it is significant that Burchard, the son of a *vicarius*, was described in the dispute charter as a *miles*; he may have had aspirations to social climbing, and it is just possible that Odo was somehow involved in this process. There is however a man named explicitly as Burchard's lord, one Raherius de Lué-en-Baugeois; but Raherius only appears in the witness list, and does not seem to have been involved in the actual dispute.[82] Burchard's case was probably, in short, about an inheritance, and it is of particular interest because it alludes to the ways in which a claimant might have marshalled local support in prosecuting a claim – in Burchard's case, marshalling the support of the locally important Odo de Sermaise.

The timing of Burchard's challenge is significant, and it starts to draw our attention to the role of lordship more broadly within this dispute. Burchard seems to have brought his challenge after the death of Geoffrey de Jarzé and 'when their *honor* [of Jarzé] had come into the power of Roger de Montrevault.'[83] It is hard to know when precisely Burchard brought the challenge, but it was probably shortly after Geoffrey's death, whereupon the *honor* of Jarzé passed to an outsider, in a way.[84] This was a moment, therefore of local disruption, perhaps even insecurity. Such a moment might have seemed an especially appropriate time for Burchard to bring his

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[81] E.g., *SAA* 242 (1077), *SAA* 263 (1060 x 67), which contains the signature; on Baugé and its vavassors, see Guillot, i, pp. 288-9. Baugé is about 6mi east of Sermaise. This might be an example of a locally prominent lord making a career as a castellan (of sorts) at a nearby comital fortress, in the same manner as described by Dominique Barthélemy regarding the castellans of Vendôme: see Barthélemy, *La société*, pp. 301-11.

[82] Note, Raherius was prominently listed as the first witness from the party of Theobald de Jarzé in the charter recording the original grant: *SAA* 269. Lué is about 3.5mi southwest of Jarzé.

[83] *Post mortem vero Tetbaudi et Gaufridi, filii ejus, cum honor eorum in manum Rogerii de Monte Revello venisset*: *SAA* 270.

[84] Recall Adenor's speech to Burchard and Odo in which she states that she will have Roger de Montrevault hold a judgment as soon as he arrives (above, n. 74 for text). The *cum huc advenerit* of her speech raises difficulties of interpretation; if the *huc* is taken as referring to Jarzé in general, then this dispute took place during the absence of a lord at Jarzé. Alternatively, the *huc* means simply Rougé. There is no way to determine which reading is preferable.

challenge.[85] This may likewise partially account for the involvement of Odo de Sermaise, who might have viewed the change of lordship as an opportunity to bolster his position locally. Burchard's claim needs to be situated within this context of local politicking which must regularly have followed the death of a lord or a change in local lordship.

This leads to the crux of the case: violence. Burchard and Odo cut down trees, wounded men, and killed others; Adenor had, by implication, turned up to Rougé with a posse, which must have been intended as a threatening gesture; Roger de Montrevault was 'irate', which again implied the threat of violence; and Burchard was fined 30*s*. for the violence of cutting down trees (though not for killing men). Adenor's arrival at Rougé with a posse of *homines* was surely intended as a threat, and served as the muscle behind Adenor's speech about the preserving her husband's alms, and awaiting the judgment of Roger de Montrevault. Such an action is significant because it illustrates the vigorous exercise of lordship, and in this case, the exercise of lordship by a woman. Theobald de Jarzé had included a warranty clause in the 1060 x 1067 grant to Saint-Aubin, and thus Adenor's actions should be interpreted as the forceful application of pressure in pursuit of defending a past grant. In this instance, the plan backfired, as some of Adenor's men were wounded, others killed. This brings in Roger de Montrevault. He was *iratus* when he heard about the events at Rougé – in part a symbolic display of his authority and power, but also probably connected to the fact that Adenor was his mother-in-law.[86]

Violence thus emerges as both an important strategy in this dispute, as well as the core substantive point of how the monks of Saint-Aubin structured and presented their narrative of the dispute. It is important not to exaggerate the violence, however. Odo and Burchard had been intending to cut down trees, an action which might have been unjust to the eyes of the monks, but hardly violent. The order of the narrative in the charter is important here: after a proem about how iniquity grows day by day, the charter scribe described the initial gift of 1060 x 1067, then narrated how Odo and Burchard, 'stirred by the spirit of iniquity', cut down the trees.[87] The initial actions of Odo and Burchard are thus prominently positioned within the narrative. After

[85] This is assuming, of course, that Burchard's challenge recorded in *SAA* 270 was the first he made for this property.
[86] See above, n. 75.
[87] *SAA* 270.

describing this, the scribe back-peddles slightly, stating explicitly, 'before this took place, however, Adenor learned of the situation by the account of good men', and then went to Rougé with her *homines* to stop Odo and Burchard.[88] Two points need to be made. First, the actions of Odo and Burchard seem to have been planned. Adenor was not told about the cutting down of the trees *post facto*, but instead was informed of the intentions of Odo and Burchard, and was left enough to time to travel to Rougé and attempt to deal with the situation. Second, and related to this, concerns the role of these *boni homines* who informed Adenor in the first place. The charter scribe presents Adenor as the heroine, at least of the first half of the account, and the reading of *boni homines* suggests that these men were good in a situational manner, namely because they informed Adenor of the Odo and Burchard's planned iniquity. But it is just possible that they were mediators, acting as go-betweens for the two knights, presenting an informal claim to Adenor. All this must remain conjecture, but it is worth drawing attention at this point to the ambiguities within the account concerning the actions of Odo and Burchard.

The prominent emphasis upon the action of cutting down the trees, then, was a deliberate rhetorical choice by the Saint-Aubin scribe, and reflects the conscious decision-making process behind the ordering and construction of a dispute narrative. Such a choice should perhaps be read in connection with the court of Roger de Montrevault, and, in a way similar to the sorts of cases over customs discussed in chapter 2, the narrative focus upon an act of violence was framed around broader legal norms concerning force. The emphasis upon Odo and Burchard's violence and upon the judgment of Roger's court legitimated Saint-Aubin's possession of Rougé by interpreting within a framework of violence, rather than of proprietary norms regarding inheritance, which may have lain at the heart of Burchard's claim. The account also legitimated Roger de Montrevault's lordship itself; recall Adenor's speech, in which she states, 'It falls to him to judge the things which ought to be judged.'[89] Whilst it is entirely possible that Adenor had indeed made some such speech, it remains striking that much of the narrative thrust of the Saint-Aubin document served to emphasise an act of wrong-doing by Odo and Burchard, and the authority of the court in which that wrong-doing was condemned.

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[88] *Hoc autem antea quam fieret, Adenor, uxor Tetbaudi, relatione bonorum hominum cognoscens*: *SAA* 270.
[89] *Ad ipsum enim pertinet que corrigenda sunt corrigere*: *SAA* 270.

Case 4: the heirs of Geoffrey de Ralei v. the lords of Matheflon

The dispute involving the lords of Matheflon begins sometime before 1100.[90] After the death of Fulk's father, Hugh Mansel,[91] Fulk the son gave some of his father's demesne (*dominica*) land as a dowry to Agnes, whom he gave to one of his knights, Lambert Fossart.[92] Lambert died without an heir (*sine herede*), so Adelard *Tuaret* wed Agnes, presumably by Fulk's gift, and acquired the property originally part of the Matheflon demesne.[93] Adelard also died without an heir, and so the widowed Agnes remained under Fulk's power for a long time. She later married one Geoffrey de *Ralei* without the consent of Fulk,[94] whereupon Fulk grew 'very angry', and took (*abferre*) all of Geoffrey's land and held it himself for a long time. Because of this, the scribe tersely notes, each side waged a *guerra* until they decided to settle.[95] Geoffrey paid Fulk a considerable sum of money (the text describes this only as *maxima pecunia*), and in return the lord of Matheflon granted Geoffrey the land 'in inheritance' on the condition that Geoffrey (and presumably his heirs) make a 'lawful confirmation' of this at Matheflon for all time.[96] Despite Geoffrey's promise, he does not seem to have kept it, 'and for this reason, he lost the inheritance.'[97] On Geoffrey's death, Agnes seems to have held the land as her dowry (*per dotem*), first with Warner, her eldest

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[90] Matheflon is about 12mi northeast of Angers. On the lordship, see A. Angot, *Généalogies féodales mayennaises, du XI^e^ au XIII^e^ siècle* (Laval, 1942), pp. 435-69; M. Briollet, 'Origine de quelques familles féodales mayennaises', *La Province du Maine*, vol. 10 (1970), pp. 369-90.

[91] Hugh Mansel was definitely dead by 1081, since *SSE* ii 51 (1067 x 81) sees Fulk de Matheflon in the course of a dispute with the monks of Saint-Serge demand the *beneficium* of abbey of Saint-Serge, 'where his father was buried.' Hugh Mansel probably entered Geoffrey Martel's service, certainly before 1049, and it may have been Hugh who first received the castle at Matheflon by gift of the count. For Hugh in Geoffrey's entourage, see *CN* 45 (1049), where Hugh signed Martel's charter after the signature of Adelard de Château-Gontier. The sobriquet 'Mansel' alludes to this family's origins in Maine; Fulk's brother, for example, was known as Samuel de la Cropte; La Cropte is in the Bas-Maine, about 35mi northwest of Matheflon, and Fulk himself gave the monks of Saint-Aubin properties, including a church, in the villa of La Cropte: see *SAA* 743 (1118) for Samuel, *SAA* 742 (1096), for Fulk's gift.

[92] It is likely this Lambert who was a witness to Fulk's agreement cited above: *SSE* ii 51. The Fossart element may have been familial; another of Fulk's agreements, this time with the nuns of Le Ronceray, included a Renault Fossart within Fulk's entourage: *RA* 130 (*c*.1110).

[93] Adelard *Tuaret* appears only in this charter.

[94] *...remansitque Agnes vidua sub Fulcone de Matefelun multo tempore et post ea nupsit cum Gaufrido de Ralei sine consilio Fulconis*: *SSE* ii 57. I have been unable to uncover further information about Geoffrey. There has been more discussion on seignorial control of marriages by the unfree: see e.g., R. F. Berkhofer III, 'Marriage, Lordship and the "Greater Unfree" in Twelfth-Century France', *P&P* 173 (2001), pp. 3-27; see also P. Brand, P. Hyams and R. Faith, 'Seigneurial Control of Women's Marriage', *P&P* (1983), pp. 123-48.

[95] The details of the *guerra* are impossible to reconstruct, but see above, case 1.

[96] *Accepta itaque maxima pecunia dominus Fulco a Gaufrido de Ralei concessit ei terram predictam tali conditione in hereditatem ut legalem stabilitatem faceret omni tempore apud Matefelun*: *SSE* ii 57.

[97] *...et hac de causa hereditatem amisit*: *SSE* ii 57.

son, and then with Aimery, her second son (after Warner's death).[98] Meanwhile, Fulk de Matheflon had died,[99] and sometime after Hugh de Matheflon's succession (*c.*1110?), Hugh and Aimery engaged in another *guerra*, and again the heir of Geoffrey de *Ralei* lost his land. When the two parties made peace, though, Hugh did not immediately (*statim*) restore Aimery's land to him, but held onto it until Aimery convinced him, after a number of offerings and acts of deference, to restore the dowry to his mother Agnes, who was still alive.[100] Aimery then held the land with his mother until he went to Jerusalem, where he died, and the third son of Geoffrey and Agnes, Frello, succeeded into the inheritance. Frello, though, offered money to Hugh, and abandoned the land to his lord, 'who had been claiming it for himself by hereditary right for a long time', and Frello instead accepted another piece of land which was from his (i.e., Frello's) patrimony.[101] This settlement seems to have taken place before 1133, because Hugh de Matheflon then gave this land, the de *Ralei* inheritance, to the monks of Saint-Serge, placing his gift in the hand of Abbot Peter (†1133). Hugh confirmed this gift sometime after 1138 by getting his wife, Marquisia, to consent in return for 50*s*. which she received from Abbot Hervé.[102]

This, however, was not the end. Geoffrey de *Ralei* had a fourth heir, a daughter named Garza.[103] Garza had wed Hugh de Baracé, who was a vassal (*vassus*) of Hugh de Matheflon.[104] The date of their marriage is unknown, but the earlier notice recounting the *guerra* between Matheflon and Geoffrey, then his sons, notes simply that Geoffrey had a daughter named Garza, who 'later' (*postmodum*) married Hugh de Baracé.[105] Hugh de Baracé, after the death of his lord, Hugh de Matheflon, claimed

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[98] *...et terram illam per dotem suum tenuit cum Werrio [sic] filio suo et mortuo Werrio cum Aymerico*: *SSE* ii 57.

[99] The date of Fulk's death is difficult to determine. His son Hugh settled with the canons of Saint-Laud over the collection of the *pedagium* in 1111, and Fulk *seems* to have been dead at this point: see *SL* 5. Hugh's succession to the paternal inheritance is also mentioned in *SSE* ii 54 (1138 x 50), retrospectively looking back to Fulk's death. Fulk is known to have gone on crusade to Jerusalem in 1100, but returned and was active for some time after: see Guillot, ii, C410 (1100), for Fulk's departure for Jerusalem; *RA* 130 (*c.*1110?) mentions both his departure and return. At any rate, the events the follow in the dispute took place after *c.*1113.

[100] *...sed postea pro collatis sibi ab Aymerico multimodis obsequiis matri sue dotem suum restituit*: *SSE* ii 57.

[101] *Qui data peccunia domino suo Hugoni de Matefelun dimisit ei libenti animo totam terram illam scilicet dotem matris sue et quicquid juris in ea habebat, quia longo ante acto tempore jure hereditario eam dominus Hugo sibi vendicaverat, ut aliam que eum ex patrimonio suo contingebat in pace acciperet et haberet*: *SSE* ii 57.

[102] *SSE* ii 57.

[103] *SSE* ii 57.

[104] *SSE* ii 58 (1138 x 51).

[105] *...et filia, nomine Garza uxore postmodum Hugonis de Baraceio*: *SSE* ii 57.

the de *Ralei* inheritance (now in the possession of the monks of Saint-Serge), saying in a brief but telling statement that 'it had belonged to the father of his wife, and because of this, it belonged to his right, and that of his children.'[106] Hugh also challenged the alms his lord had made when Hugh de Matheflon took the monastic habit in Saint-Serge; this land was called the Haie de Chaumont.[107] Abbot Hervé and the monks of Saint-Serge thought about this challenge, and although they (according to their scribe) had the greater right in the property,[108] they recognised that they held many goods from Hugh's fief, and hoped to acquire more still, so they composed a *concordia* with Hugh.[109] Hugh and Garza entered the chapterhouse of Saint-Serge where they received the *beneficium* of the abbey, and granted the land of Lué-en-Baugeois, along with goods at Chaumont and whatever the monks possessed in alms by the gift of Hugh de Matheflon. In return, the monks granted Hugh de Baracé the tithe from the fief of Milliers.[110]

Case 4 is unique amongst the cases for reflecting an inheritance dispute settled internally within the *honor* of Matheflon, though, fundamentally this case concerns patronage. The claims and counterclaims spanned two lords of Matheflon, and four successions within the de *Ralei* family.[111] The problems stemmed from Agnes' unauthorised marriage to Geoffrey de *Ralei*, though unfortunately no information survives to piece together why Geoffrey was such a problem to Fulk. Fulk's reaction to the marriage was to become *valde iratus*,[112] which may in its own right have been a symbolic or political display of anger aimed at alerting Geoffrey that he had wronged Fulk by not seeking his permission.[113] But the disinheritance of Geoffrey along with the *guerra* between the two suggests that Geoffrey may have been an outsider to the

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[106] *...dicens eam fuisse patris uxoris sue nomine Garcie et propter hoc esse juris sui et natorum suorum*: *SSE* ii 58.

[107] This is a nice example of a vassal challenging his lord's alms, rather than his kinsman's alms. The connection between Hugh and the Haie de Chaumont is not made clear. For Hugh de Matheflon's gift of the Haie de Chaumont, see *SSE* ii 54 (1138 x 51).

[108] *…quamvis jus maximum erga ipsum haberent*: *SSE* ii 58. An important admission that even in disputes between monastic and lay adversaries, the monastic party recognised that rights in land were not necessarily absolute, but rather a question of degree.

[109] *...abbas Herveus et monachi considerantes quod de ejus fevo plurima haberent, spem quoque habentes quod adhuc plus habituri…hanc cum illo fecerunt concordiam*: *SSE* ii 58.

[110] These locations are about 6mi southeast of Matheflon. The land of Lué is almost certainly the de *Ralei* inheritance; Milliers is part of Lué, and both are close (i.e., 1mi) to Chaumont-d'Anjou.

[111] Geoffrey; Warner; Aimery; Garza (and Hugh de Baracé).

[112] *SSE* ii 57.

[113] On this type of anger, see: S. D. White, 'The Politics of Anger', and R. E. Barton, '"Zealous Anger" and the Renegotiation of Aristocratic Relationships in Eleventh- and Twelfth-Century France', both in *Anger's Past: The Social Uses of an Emotion in the Middle Ages* ed. Barbara H. Rosenwein (London, 1998), pp. 127-53, and 153-70 respectively.

honor.[114] The land in question was certainly under Fulk's gift and had been used to reward two successive followers, Lambert Fossart and Adelard *Tuaret*. The fact that this land had come from Fulk's father's demesne (*terra dominica*) may imply on the one hand that Fulk had a particularly close connection to this land, and therefore wanted to maximise his control of its patronage; and on the other, it may imply that Fulk was short on spare land, as it were, to provide as rewards for his followers, and therefore he may have been especially desirous to control its patronage to a man of his choosing.[115] Agnes' unauthorised marriage was thus a serious problem, disrupting Fulk's control of the distribution of resources within his *honor*.[116]

Such a reading is given weight by considering Hugh de Baracé's marriage to Geoffrey's daughter, Garza. Hugh and his brother Geoffrey were regulars first in the charters of Fulk de Matheflon, then those of his son Hugh. Geoffrey de Baracé seems to be the elder of the two brothers – at least he died before Hugh –[117] and had lands and rights concentrated near Chaumont-d'Anjou.[118] Geoffrey de Baracé entered Matheflon's service sometime before 1093; a charter from 1093 x 1102 sees Fulk de Matheflon consent to Geoffrey's quitclaim upon rights in land which Fulk 'had long ago given to him most completely for his service',[119] and towards the end of the eleventh century, Geoffrey de Baracé was one of the *homines* from whom Fulk de Matheflon demanded tallage in order to build a bridge.[120] Hugh, on the other hand, may have turned at first to Durtal for patronage, since he turns up in a number of

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[114] He may even have been an enemy; though again, lack of evidence makes it impossible to know. What is certain is that part of the initial settlement between Fulk and Geoffrey was that Geoffrey recognise Fulk's lordship by a 'lawful confirmation' (*legalis stabilitas*) each year at Matheflon: *SSE* ii 57. This lends weight to the idea of Geoffrey being outwith the Matheflon honour.

[115] Lemesle, *Conflits*, p. 75 describes Fulk as a castellan of 'modest influence' ('d'envergure modeste). Matheflon is only about 8mi southwest of the larger Durtal, and may have been crowded out territorially by a more powerful neighbour to the north, as well as the count of Anjou to the south of Matheflon. The lordship of Matheflon had merged with that of Durtal in the mid-twelfth century, which would support this assessment: see P. J. Burkholder, *The Birth and Growth of an Angevin Castellany: Durtal in the Eleventh and Twelfth Centuries* (unpublished PhD thesis, University of Minnesota, 2000), pp. 55-60.

[116] The extent of control Angevin lords exercised over widows within an *honor* is difficult to know; it is likely that some lords exercised at least considerable influence in arranging marriages between the individuals recognising their lordship. This subject merits further investigation.

[117] *SSE* ii 365 (*c*.1100 x *c*.1115?). The document is difficult to date; Yves Chauvin suggests sometime between 1093 x 1102, but this is too early, especially since Hugh de Matheflon, rather than Fulk, is named as the *capitalis dominus*. Since Fulk does not seem to have died until *c*.1101 x *c*.1110 (see above, n. 99), it is unlikely that this charter dates to before 1100.

[118] E.g., *SSE* ii 362 (1093 x 1102), *SSE* ii 364 (*c*.1110?), *SSE* ii 365 (*c*.1100 x *c*.1115?), *SSE* i 126ter (end of eleventh century) for grants concerning Chaumont from the brothers.

[119] *...qui ei ipsam jamdudum pro servicio suo liberrimam dederat*: *SSE* ii 362.

[120] *SSE* ii 53 (*c*.1100).

grants by the lord of Durtal or with members of the Durtal lordship.[121] He had definitely cultivated close ties with the lords of Matheflon though by the first quarter of the twelfth century, since in his dispute with the monks of Saint-Serge he is described as a *vassus* of Hugh de Matheflon.[122] The Baracé brothers constituted the sort of local landowners who sought patronage and favour (and perhaps protection) in the court of a local castellan (or castellans); they were probably prominent within the Matheflon entourage and local governance of the *honor*. In return for this status, Hugh de Baracé surely had an expectation of largesse from his lord, and it seems probable then that the marriage to the daughter of Geoffrey de *Ralei* and subsequent acquisition of a claim on the de *Ralei* inheritance constituted such an act of largesse, though not a terribly valuable one if a good portion of the inheritance had been given to Saint-Serge.[123] Hugh de Baracé's challenge may in part have motivated by the perceived value of the gift he had received from Hugh de Matheflon; it is telling that he waited until Hugh's death to make his protestation,[124] and it is further striking that the charter explicitly states that he challenged the 'alms' Hugh had given to Saint-Serge *pro anima*.[125] Challenges made against another's alms is the sort of behaviour one associates with kinsmen,[126] rather than vassals, though challenges against a lord's piety were probably more common than the evidence suggests.[127] In his challenge, then, Hugh de Baracé was almost certainly acting in his own interests rather than Garza's: his brief statement that the land once belonged to the father of his wife, and ought to belong to his children, suggests that Hugh at least conceived of the inheritance moving out of the de *Ralei* line and into his own, though of course Garza was the conduit by which he acquired this claim.[128] It is significant the document does not mention Garza's own interest, which only reinforces the idea that Hugh received Garza and the claim on her inheritance as a gift from Hugh de Matheflon.

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[121] E.g., *SSE* i 156 (1096), *SSE* i 243 (1093 x 1102); *SAA* 297 (*c.*1070).
[122] *SSE* ii 58. One Harduin de Baracé, who was likely Hugh de Baracé's son, appears as Hugh de Matheflon's *dapifer* in a Le Ronceray charter: *RA* 131 (*c.*1120).
[123] Assuming Hugh (or Fulk) de Matheflon was involved in marriage between Garza and Hugh de Baracé, but given the overall content and context of the dispute, some degree of seignorial involvement seems a safe assumption.
[124] If one is going to bite the hand that feeds, better to wait until the hand is dead.
[125] *SSE* ii 58.
[126] As in case 5.
[127] The obvious examples concern cases whereby a tenant claims he is being dispossessed by the lord's gift to a church; see above, chapter 3 for comment on this type of case.
[128] It is unknown if Warner, Aimery or Frello, the sons of Geoffrey de *Ralei*, had issue of their own.

In addition to illustrating how closely connected heritability was with broader questions of seignorial largesse and patronage, case 4 also demonstrates with clarity how quickly strong claims upon a particular piece of property could multiply. The de *Ralei* inheritance saw four principal overlapping interests involved: the lords of Matheflon, the sons of Geoffrey de *Ralei*, the monks of Saint-Serge, and Hugh de Baracé. If one discounts the monks' claim, one is left with proprietary claims by at least three, possibly four, different lay parties, all of whom could have reasonably presented their claim as one based on the *ius hereditarium*. The land came from the demesne of Fulk de Matheflon, thus constituting part of his patrimony; indeed, Hugh de Matheflon had been reclaiming the property from the sons of Geoffrey de *Ralei* 'by hereditary right.'[129] Agnes presumably acquired a strong interest in the property in her own right since it had been given to her in dowry (*per dotem*) by Fulk de Matheflon. Her husband Geoffrey's stake may not have been as strong, since it rested wholly on Agnes, but her sons' claims could reasonably be presented as claims to be heirs, with all the customary and moral weight such claims brought. And Hugh de Baracé's claim has already been discussed. Case 4 touches on a crucial question: whose claim to be the heir was the more valid? Lord or beneficiary, particularly when the property came from the lord's own patrimony? Ordinarily the question may not have surfaced in the quite the way it did between the lords of Matheflon and the others, but the acquisition of a heritable claim in the land by someone not of the lord's choosing brought the matter to a head.

The efforts to resolve this quandary are instructive: a protracted *guerra* recurring over multiple generations, followed by some measure of peace between Frello and Hugh de Matheflon. Frello relinquished the property to Hugh receiving other patrimonial lands in exchange (which had presumably been seized during the *guerra*); Hugh then gave this property to the monks of Saint-Serge, who for the present purposes can be considered a neutral third-party. Hugh was further indemnified for the loss of this land, since the monks gave him 500*s*. 'in memory of the defence and confirmation of this alms.'[130] Hugh further made this grant very soon after receiving the land back from Frello – a matter of days, in order to make sure no one was going

[129] *...jure hereditario…vendicaverat*: *SSE* ii 57.
[130] *...ad memoriam defensionis et confirmationis hujus elemosine*: *SSE* ii 57.

to challenge.[131] Neither Hugh de Matheflon nor the heir of Geoffrey de *Ralei* then kept the property; Hugh's grant to Saint-Serge may have been as close to a compromise as the parties were going to get. The de *Ralei* inheritance seems to have turned on a near intractable question to which the only solutions may have been compromise or war,[132] though not, it must be stressed, due to an absence of any effective legal order, but rather because available norms may have recognised all parties' claims equally, or put another way, there may have been no normative solution to the questions raised in this particular case.[133]

Case 4 offers three important lessons. First, it highlights the importance of pressures within the honorial community involving the lords *fideles* and *homines*. These communities reveal a complex balance of criss-crossing interests. Second, case 4 illustrates at least one of the occasions when lords and tenants could come into open, even violent, conflict over the question of land, and the fact that fundamentally the issue is one of patronage is an important point. And thirdly, case 4 hints at the normative complexity of some disputes as well; the question of the de *Ralei* inheritance must have seemed unsolvable.

Case 5: the monks of Saint-Aubin v. Aubrey du Lion d'Angers

Case 5 took place not that far from Angers.[134] The dispute between Aubrey du Lion d'Angers and the monks of Saint-Aubin had its roots in a grant made to the monks by Aubrey's father, Guy the treasurer of Saint-Maurice, at some point between 1006 and 1028.[135] Guy made a substantial gift to the monks so that they could construct a priory at Le Lion.[136] The gift comprised a church built in honour of Saint-Martin, a millrace

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[131] *...cum aliquot diebus in dominio suo sine alicujus calumnia tenuisset, dedit eam*: *SSE* ii 57. Perhaps Hugh de Baracé had wed Garza already by this point, and the wait was to make sure he would not bring a challenge.

[132] Cheyette, 'Suum cuique tribuere', pp. 289, 291.

[133] See White, 'Inheritances and Legal Arguments', esp. pp. 93-5. Further, and in line with ibid., p. 94, there is no reason to suggest that the compromise in cases such as this was always the result of micro-political expediency and the desire to retain a degree of amiability in a largely face-to-face society; as I have suggested, an underlying cause of this dispute was the fact that Geoffrey de *Ralei* seems to have been an outsider to the particular face-to-face society at Matheflon. For broader reflections on the desirability, perhaps necessity, of maintaining a level of equilibrium with neighbours, see Cheyette, 'Suum cuique tribuere', passim, and Stephen White's own analyses in White, '*Pactum…legem vincit*', esp. pp. 298-307.

[134] Le Lion is about 13mi northwest of Angers.

[135] *SAA* 160. For a different reading of this case, see Reynolds, *Fiefs and Vassals*, pp. 149-50. Reynolds is interested chiefly in the involvement of the lords of Craon.

[136] *...ut eam monastice religioni pro arbitrio et posse suo interiori et exteriori cultu coaptarent*: *SAA* 160.

at Le Lion, a number of mills, an oven, an unspecified amount of land, nineteen arpents of vineyard, pannage rights, and market rights.[137] Guy's wife Hamelina along with their three sons, Baldwin, Aubrey and Noë, all consented to this, as did Fulk Nerra, Bishop Hubert de Vendôme, and Warren and Suhard, the lords of Craon, 'to whose *casamentum* the gift pertained.'[138] Sometime later, Guy became a monk of Saint-Aubin,[139] and his eldest son, Baldwin, took up control of the 'paternal inheritance.'[140] Baldwin's administration of the patrimony was uneventful according to the Saint-Aubin scribe; he confirmed his father's alms, and also made a few small additions before he died.[141] After Baldwin, it was Aubrey's turn. Aubrey succeeded 'into the paternal *honor* by hereditary right', and very soon after, if not immediately, he seized the possessions of Saint-Aubin at Le Lion 'by force, rather than for any rightful cause', and retained them for a long time.[142] The monks of Saint-Aubin complained of their loss (*dampnum*), but eventually told Aubrey that if he would grant them their right (*rectum*), then they, 'for the just return of an unjust theft', would give him an appropriate amount of money. Aubrey agreed to their request, and restored the church of Le Lion, with all its appurtenances, and gave these with the effect that neither he, his heirs nor his successors would retain anything in the property, which would henceforth be in the sole power of the monks to do with what they wished. The price of this concession was £130. Aubrey further confirmed whatever his father, brother and mother had given the monks, along with, tellingly, what five other vassals (*fideles*) had given. He then placed a token of this gift upon the altar of Saint-Aubin, with Geoffrey Martel adding his authority to the gift, along with Eusebius Bruno, bishop of Angers, and Robert the Burgundian, the new lord of

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[137] The charter scribe has likely compressed a series of gifts not necessarily occurring at the same time into a single moment when constructing the notice.

[138] Guy the treasurer also held some lands not far from Le Lion from one Aubrey, whom a Saint-Nicolas charter describes as Fulk Nerra's *vassus*: see Y. Mailfert, 'Fondation du monastère bénédictin de Saint-Nicolas d'Angers', *BÈC*, vol. 92 (1931), pièce justificative no. 2 (1021 x 22): *…sicuti eam ab Alberico dominico vasso nostro Widonem sancti Mauricii edituum, tenuisse nosque a Guidone thesaurario per comcanbia commutasse constat.*

[139] *SAA* 399 (1038 x 49) includes a Guy the treasurer, 'then monk', in its witness list, suggesting that Guy may still have been alive at least at the start of Abbot Walter's rule, which began in 1038.

[140] Before this, Guy seems to have made another gift to Saint-Aubin in support of his project at Le Lion; this gift comprised tithes and two colliberts: see *SAA* 162 (*c*.1020).

[141] *...et elemosinam patris libentissime concedens et de sua parte amplificans, defunctus sit*: *SAA* 160.

[142] It is unclear at what date precisely Aubrey entered the inheritance. A charter of *c*.1055 shows Aubrey making a gift to Saint-Aubin for the soul of his brother, Baldwin, presumably shortly after the latter's death: *SAA* 163. Although impossible to tell if this grant predates or postdates the dispute at Le Lion, it does give a rough date of 1055 for Aubrey's accession.

Craon (who received £30).[143] The settlement was reached between 1056 and 1059. Amongst the twenty-eight named witnesses, five came from the men (*homines*) of Aubrey: Lisois 'the Nose', Gauslin *Ferlus*, Gosmer, son of Odo, Geoffrey his brother, and Walter son of Hunebald. The identification of these five with the five *fideles* whose gifts Aubrey was challenging is uncertain, though certainly remains a possibility.[144]

Aubrey's case focussed on the succession of a new lord who, upon coming to power, challenged what his predecessors (and *fideles*) had previously given to an ecclesiastical establishment.[145] Challenges in which new lords claimed either a portion or the entirety (as in Aubrey's case) of what their predecessors had given, or challenged everything that a religious house possessed within their lands, are amongst the most common types of dispute to survive.[146] Contemporaries certainly recognised this. A Saint-Aubin charter notes the value of recording the names of witnesses because 'it often happens that children or relatives challenge the gifts and sales of their kinsmen',[147] whilst a Le Ronceray charter rather optimistically states, 'Since the goods and possessions of churches, in accordance with the institutes of the holy fathers, ought to be free from any hereditary challenge, no one should presume whatsoever to make a challenge upon the goods of churches by [right of] patrimony or paternal inheritance.'[148] I leave aside for the moment the familial implications of Aubrey's challenge, and focus instead upon its seignorial dimensions.

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[143] For Geoffrey Martel's dispossession of Suhard de Craon, see *SAA* 721 (1056); *TV* 130 (*c.*1059), and commentary in Guillot, i, pp. 335-8; for the entry of Robert the Burgundian into the *honor*, see also Jessee, *Robert*, pp. 38-42. See *SAA* 165 (1080), for a confirmation by Robert's son, Renault the Burgundian, of everything the monks of Saint-Aubin possess 'in the whole *honor* of my father, namely at Le Lion, Brion, Durtal, Malicorne or in other places.'

[144] With the exception of Gauslin *Ferlus*, these men only appear Aubrey's settlement; Gauslin witnessed a settlement between the monks of Saint-Aubin and Hubert de Champigné during the reign of Abbot Gerard, and appeared with one Ainsbert, who is described as the *homo* of Gauslin: *SAA* 94 (1082 x 1106). He also appeared willing to offer proof on behalf of these same monks in a subsequent dispute at Le Lion involving the new lords, Haimo Guischard and Geoffrey fitz Rorgo: *SAA* 167 (*c.*1060).

[145] For an interesting account of disputes of this sort relating to Anjou in particular, see Teunis, *Appeal to the Original Status*, esp. pp. 25-46. Teunis offers a thought-provoking, if not entirely convincing argument. For brief comment of the Aubrey case in particular, see ibid., p. 32.

[146] See White, 'Inheritances', p. 56 and Lemesle, *Conflits*, pp. 114, 118, 120, who notes that most *calumniae* were claims to patrimonial lands.

[147] *Sed quoniam plerumque accidit quod filii vel parentes parentum suorum beneficia, venditiones injuste calumpniantes*: *SAA* 363 (1060 x 81).

[148] *Quoniam res et ecclesiarum possessiones, juxta instituta sanctorum patrum, debent esse libere ab omni hereditaria reclamatione, nullus debet presumere patrimonio vel paterna hereditate aliquam calumpniam in rebus ecclesiasticis nullatenus facere*: *RA* 285 (*c.*1120). This clause is also found in another inheritance claim involving the same nuns: see *RA* 110 (1164).

One of the central points to take from this dispute rests with the five *fideles* whose gifts Aubrey also challenged.[149] The scribe's inclusion of this detail provides a rare glimpse into the complex and internal dynamics of the dispute which must often have been present in cases recorded in more vague terms.[150] Not knowing the names of these *fideles* or the locations in which these properties were found makes reconstructing the case difficult, but a few observations are warranted. Thus on the one hand, Aubrey himself may have been pressured by these same *fideles* to resume control of their past grants as their goodwill towards Saint-Aubin may have faded; alternatively, Aubrey may simply have wished to assume control of grants in which he had earlier played no part.[151] Whatever the exact motivations, it seems that control of patronage was the underlying issue, both ecclesiastical patronage *and* patronage within the *honor*.[152] Upon his succession to the *honor*, Aubrey was faced with at least two needs: first, to assert his status and identity as new lord; and second, to secure the support of those under his lordship. The case itself may have met the first requirement; Aubrey's claim is similar to others in which a lay party undergoes a change in social standing and thus brings a dispute to announce this new status to a larger community.[153] Central here was the recognition of Aubrey as a lord (though also Saint-Aubin as tenant/ecclesiastical community).[154] But Aubrey's actions were more than purely symbolic or about seeking recognition as lord. For one, he was accused of having stolen property from the monks, rather than simply bringing a

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[149] *...vel alii quinque fideles dederant*: *SAA* 160.

[150] E.g., challenges in which the new lord simply claims 'everything' in his fief: *SAA* 94 (1082 x 1106); *SSE* i 284 (1102 x 12), *SSE* i 310 (1100 x 1110), *SSE* i 321 (1133 x 51). Settlements to disputes in which the lay claimant grants the monastic adversary an advance confirmation likely constitute this type of claim.

[151] Unfortunately, much is speculative for lack of evidence.

[152] The two are not necessarily mutually exclusive, however.

[153] The typical example is when an individual is made a knight (*factus miles*): e.g., *SSE* i 199 (1093 x 1101), *SSE* i 417 (1113 x 33); *RA* 129 (1040 x 60); *SAA* 368 (1082 x 1106), *SAA* 352 (*c*.1129). Similar cases are when an individual is said to have come of age: e.g., *SAA* 127 (1060 x 81), *SAA* 330 (1056 x 60). See also *SAA* 168 (1082 x 1106), in which a lord's father left the region, and his son, *quasi propriam habens potestatem*, brought a challenge to the monks of Saint-Aubin. Case 1 where Burchard acquires knighthood then seizes his inheritance is related to this phenomenon. See Barthélemy, *La société*, p. 512; Teunis, *Appeal to the Original Status*, pp. 88-95 for discussion of these sorts of claim. For an example of a change of status into knighthood in which the new knight confirms, rather than challenges his predecessors' gifts, see *SSE* i 7 (1138 x 52) and discussion in Lemesle, *Conflits*, esp. pp. 96-7.

[154] Cf. *SAA* 325 (1102) in which Gaudin III de Malicorne challenged whatever the monks of Saint-Aubin had in his fief at Arthezé, saying that the monks 'ought to recognise [that they hold these] from him (*et ideo de se recognoscere deberent*).' On the later point about the desire by the monks to have their own status as holders in alms recognised, see Teunis, *Appeal to the Original Status*, esp. pp. 37, 43, 44 where he discusses 'mutual recognition.'

calumnia.[155] Second, the settlement was pricey for the monks: £130 to Aubrey and a further £30 to Robert the Burgundian – an expensive confirmation.[156] The settlement is further significant for what was not included: nowhere is there mention of Aubrey receiving the *societas* or *beneficium* of the monks, as one might expect in a purely symbolic claim.[157] Aubrey's challenge may simply represent 'uncontrolled aristocratic greed',[158] but it was also linked to pragmatic problems of maintaining or ensuring loyalty within the *honor*, which leads to Aubrey's second requirement upon his accession.

A second dispute involving the monks of Saint-Aubin and goods at Le Lion occurred sometime around 1060, and in this record one reads that the monks had been able to recover most of what Aubrey had 'stolen' except for a tithe which Aubrey had given to Geoffrey Festuca.[159] This provides a link between Aubrey's actions upon his succession, and the problems of patronage; it allows one to suggest that Aubrey dispossessed the monks of Saint-Aubin, including the gifts of the five *fideles*, in order to redistribute patronage within his *honor*. It would be helpful to know the political climate of Aubrey's succession in order to see if there may have been any particular factors necessitating a realignment of patronage, though one suspects that Aubrey's actions were simply what lords did. Aubrey du Lion may have been involved in the politicking of Suhard de Craon,[160] who was dispossessed by Geoffrey Martel around 1055/6 for cavorting with the Bretons,[161] but seems to have survived the initial Craon dispossession, since Robert the Burgundian, Suhard's replacement, authorised the settlement to Aubrey's challenge. And regardless, even if Aubrey were involved in

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[155] *...abstulit eis sibique retinuit*: *SAA* 160. There is no reason to doubt that he actually dispossessed the monks, though the meaning of this action was almost certainly interpreted differently by each party. Obviously all that survives is the monastic interpretation.

[156] White, *Custom*, p. 52 found that the monks of Marmoutier paid a total nearly £140 in the course of settling fifty disputes of this sort in the period 1050 x 1100 and that payments of £2 or £3 were the most common; Aubrey's price is high, then.

[157] Cf. Rosenwein, *To Be the Neighbor*, p. 76, where she discusses grants of confraternity (*societas*) as one of the 'integrating mechanisms' whereby monks restored amiable social bonds and links with lay adversaries. See further, B. Rosenwein, T. Head and S. Farmer, 'Monks and Their Enemies: A Comparative Approach', *Speculum*, vol. 66, no. 4 (1991), pp. 764-796, esp. p. 774, for similar observations.

[158] Teunis, *Appeal to the Original Status*, p. 32, though Teunis rejects such an interpretation.

[159] *...quam decimam Albericus posteaque monachis Sancti Albini cum aliis supradictis rebus abstulit Gausfrido Festuce donavit*: *SAA* 167 (*c*.1060).

[160] Remember, Suhard acted as an overlord of Le Lion during Guy the treasurer's gift: *SAA* 160.

[161] Guillot, i, pp. 335-8 discusses the context; the dispossession of Craon seems to have been a *cause célèbre* amongst the Angevin nobles; the event was mentioned in connection with a *placitum* of 1056, in which the scribe after mentioning the *forfactum* of Suhard adds the following words: *quod sane forfactum universi qui aderant memoriter notum habebant*: *TV* 130.

the Craon affair, this does not explain why or how a realignment of patronage within his own *honor* was connected to these wider political goings-on. It does seem, though, that Geoffrey Festuca was one of Aubrey's men;[162] the act of gift-giving from Aubrey to Geoffrey is on its own a strong indication of this. But moreover, sometime around 1060, Aubrey du Lion was dispossessed of his *honor*, and with Aubrey also went Geoffrey Festuca.[163] Geoffrey fitz Rorgo replaced Aubrey, and Haimo Guischard replaced Geoffrey Festuca.[164] The circumstances of these events are unknown: the charter does not even mention by whom Aubrey was disinherited. What is important in the present context though is that Aubrey's and Geoffrey's dispossession further reinforces the connection between the two. Geoffrey Festuca was a beneficiary after Aubrey dispossessed the monks of Saint-Aubin. Perhaps he came to Aubrey's court seeking patronage, or perhaps Aubrey sought to attract him into his lordship, as it were, by giving him a gift;[165] the detail about Aubrey's grant to Geoffrey fleshes out the underlying dynamics of case 5.

As for the familial implications of Aubrey's case, I shall be more brief. It is important to highlight the pressures a new lord faced with respect to maintaining the grants of his kinsmen whilst meeting the demands placed upon him by his followers. The charter recording the case appeals to the normative framework of alms-giving, which straddled the lines between the religious, the moral and the legal. The scribe of Saint-Aubin emphasises a model of filial duty towards the gifts of parents in discussing the transfer of power between Guy the treasurer and Baldwin, his first son: 'Baldwin, his eldest son, administered the paternal inheritance, confirmed most gladly

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[162] Unfortunately, lack of charters means *SAA* 167 is the only document I have found attesting to a relationship between Aubrey and Geoffrey.

[163] The text is as follows: *...Alberico exheredato postea defuncto et Gosfrido Rorgonis filio in honorem ejus illato et Hamone Wischardo de terra Gosfridi Festuce heredato*: *SAA* 167.

[164] The dispossession of Geoffrey was incomplete: on two occasions, he was described as the stepson of Haimo Guischard: *SSE* i 209 (1082 x 93); *SAA* 96 (*c*.1100). Perhaps Haimo wed Geoffrey's mother after the events at Le Lion, thus ensuring that Geoffrey continued to be associated in some way with his former possessions in the area. Geoffrey and Haimo further seem to have been on friendly terms, since it was Haimo Guischard who arranged to have Geoffrey buried by the canons of Saint-Maurice after the latter's death in a battle at Passavant in 1095: *CN* 58 (1095); Abbot Bernard of Saint-Serge conducted the burial ceremony, however: *SSE* i 210 (1095 x 1102).

[165] *SAA* 96 (*c*.1100) describes Geoffrey Festuca as the *capitalis dominus* of Champigné, which is about 7mi east of Le Lion. He may have been a locally prominent figure by the time of Aubrey's succession, and fallen under the orbit of an honorial lordship; but the distance of roughly 40 years between the affair at Le Lion and Geoffrey's attestation as lord of Champigné makes this nothing more than conjecture.

his father's alms (*elemosina*) and even on his part augmented it.'[166] The contrast with Aubrey is stark: 'Aubrey, succeeding into the paternal *honor* by hereditary right, stole the gift which his father had made to the monks of Saint-Aubin, and which his brother had confirmed….'[167] In addition then to the Saint-Aubin scribe implicitly invoking a model of good lordship and bad lordship in the constructing of the notice, he has also invoked models of good sons and bad sons in which the individual's evaluation rests upon how well he protects and maintains the alms of his close kinsmen. The religious weight behind an individual's alms and the implications gifts of this sort had for the giver's soul added another dimension to the dispute, and formed part of the rhetorical strategy of the monks, at the very least.[168] It is important to underline the tensions inherent upon being a good lord and a good son (or other relation); the two roles and expectations could contradict each other.

The Aubrey du Lion case, then, illustrates some aspects regarding inheritance from what is very much the lord's perspective. Like most of our cases, the role of a lord's *fideles* needs emphasis. Case 5 illustrates a different aspect of this influence, however, by highlighting the importance of patronage, and the pressures new lords may have faced as members of their entourage either sought new gifts or more substantial ones. In this particular case, the tenants subject to the lord's discretion regarding heritability were his ecclesiastical tenants,[169] and one wonders how often ecclesiastical lands must have been particularly susceptible to redistribution by lords seeking sources of patronage. Case 5 also raises an important problem when it comes to interpreting more laconic accounts of disputes between new lords and monasteries: such disputes are often presented in the documents as bilateral agreements between the new lord and a religious house, and can therefore lead to a slightly simplistic interpretation whereby the only interests acknowledged are those of the lord and the monks. It is vital to stress the range of interests and pressures in the dispute which the document may simply make no mention of; it is only the chance scribal addition in

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[166] *…et Balduinus suus major filius hereditatem paternam administrans et elemosinam patris libentissime concedens et de sua parte amplificans*: *SAA* 160.
[167] *Albericus…hereditario jure in paternum succedens donum quod pater suus monachis Sancti Albini fecerat quodque frater concesserat…abstulit*: *SAA* 160.
[168] The best discussion of these issues is White, *Custom,* chap. 5.
[169] Given the nature of the evidence, this is true of most, if not all cases. Case 5 does give just a sniff of a suggestion that the lands of *fideles* may not have been secure upon the succession of a new lord because of Aubrey's seizure of what his five *fideles* had given; however it is vital to stress that the reclaimed grants concerned gifts to churches, and were thus a slightly different issue.

Aubrey's case of the words *vel alii quinque fideles* which provides a glimpse into a substantially more complicated dispute than first appears.

LORDS AND DISPUTES

This chapter has examined five cases in-depth, and it is worth briefly recapitulating the cases. Case 1 was about the dispute between Burchard de L'Isle-Bouchard and his uncle, Geoffrey Fuel, over the inheritance of the castle of L'Isle. I situated case 1 within the broader conflict between the counts of Anjou and Blois. Case 2, likewise, was connected to broader hostilities between Anjou and Blois. The case concerned Geoffrey Berard's claim for his father's land, which his father had lost during Fulk Nerra's conquest of Saumur in 1026. Case 3 saw Burchard, son of Warren, with the assistance of Odo de Sermaise, commit violence in a woodland which the lords of Jarzé had earlier given to Saint-Aubin; I suggested that Burchard had a hereditary right in part of this woodland. Case 4 was a uniquely complicated case between Geoffrey *de Ralei* and Fulk de Matheflon, which at its core was about control over land which had been part of Fulk's demesne, but also the dowry of Geoffrey's wife, though here the proximate cause of the dispute was that Geoffrey had wed Agnes without the consent of Fulk. And case 5 was a dispute in which Aubrey du Lion, upon succeeding as lord of Lion d'Angers, reclaimed past gifts his father and brother had earlier made to Saint-Aubin. I suggested this case was about control of patronage.

The five cases discussed in the preceding pages have raised a number of disparate points, and analysis could easily be extended to double the length of this chapter. But instead I wish to focus on two significant conclusions to emerge from the above discussion: i) the influence of vertical relations between lords and men upon the conduct disputes; ii) the centrality of control over land as the underlying issue to such disputes. I leave aside, for the moment, direct discussion on the role of legal norms, since I consider this topic more broadly in the thesis conclusions.

Each of the five cases touches upon, either directly or indirectly, the important of the vertical relations between lords and men upon the conduct of disputes. In case 1, for example, I emphasised the role of the *homines* of L'Isle-Bouchard in directing the course of the dispute. This case also highlights the importance of this relationship because one of the factors which seems to have perpetuated the dispute was that each principal litigant – Burchard and Geoffrey Fuel – nurtured their respective claims with their own comital lords. Case 2 illustrates the importance of vertical relations in

that Geoffrey Berard, whilst strictly speaking only having a claim against Saint-Florent, was able to look for aid from Geoffrey Martel, whom he had hoped would intervene with the abbot of Saint-Florent in the course of the dispute on his behalf. In case 3, the lord/man element is less immediately obvious, but when one recalls that Burchard's father, Warren, had been the *vicarius* of Theobald de Jarzé, and had been persuaded, perhaps forcefully (though this is only speculative), to relinquish his rights in the woodland comprising Theobald's gift to Saint-Aubin, then Burchard's dispute becomes interpretable within a seignorial framework. Cases 4 and 5 illustrate with clarity the importance of such vertical relations. In case 4, the conflict was between a lord and his (sort of) men, whilst in case 5, the dispute seems to have been caused, in part, by the need to bestow patronage upon the lord's men.

In some cases, therefore, disputants could look to lords as a form of outside help in the course of the dispute, hoping that such figures would give a disputant an advantage or be able to apply additional pressure upon his opponent. In other cases, it was the pressures and expectations placed upon the lord by his men which served as a catalyst for conflict in the first place. Such an observation is a helpful reminder that disputes between lay litigants and a monastic adversary (as in cases 2, 3, 5, and at least with Hugh de Baracé, case 4) were seldom simple bilateral disputes between two parties of more or less equal status. The lord in such disputes may often have been under pressure from below, or applying pressure from above, though charters recording primarily the resolutions to these disputes may ordinarily leave such details out of the narrative. Further, this pressure upon a lord probably must often have concerned patronage. Most of the disputes discussed here touched in way or another upon the control of patronage, be it a lord needing greater resources to patronise his men (or an abbey), or men disputing the lord's patronage.

This leads into the second conclusion to be drawn concerning the above five cases, namely the centrality of the control of land. The question of control can be approached from a couple of angles. First, by situating these disputes within a framework of competing claims upon a lord's patronage, a few observations quickly follow. For one, the currency of patronage was land or rights in land. However, and crucially, such a currency was ultimately a finite resource, and for many lords it must

always have been in short supply.[170] The lord must regularly have been in a tight spot, needing to balance expectations to preserve ecclesiastical landholding whilst also providing rewards and gifts to his lay followers. Barring the opportunity for expansion or conquest,[171] lords must have had to look internally to arrange for the allocation of landed resources, perhaps by taking back what had earlier been given, or finding ways to justify the seizure of land.[172] Such considerations may often also lie behind other, less informative accounts of disputes.

The central role played by attempts to control land in the above five cases was the result of strong normative claims upon land, and probably furthered encouraged the hardening of such claims. All cases touched on the question of inheritance in one way or another. In cases 1 and 4, the underlying question seems to have been how to establish who had the best hereditary claim upon property;[173] case 3 was a more straightforward inheritance claim; case 2 touched on an important question concerning the status of an heir's claim following conquest; whilst case 5 addressed the question of whether an heir's inheritance had been diminished by the excessive generosity of his predecessors. Whilst claims could be presented differently at different points in a dispute, and whilst not all claims seem to have been treated the same way, it is important to stress underlying normative complexity of these cases. Take case 4, for instance, in which the lord's of Matheflon had a hereditary claim because the land was from their demesne; the sons of Geoffrey *de Ralei* had a claim as the heirs of Geoffrey; and Agnes had a slightly different, but presumably no less strong claim because the land constituted her dowry. Such was a challenging case with no obvious answer, but its complexity is an important point in its own right.

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[170] On these points, see in particular, S. D. White, 'The Politics of Exchange: Gifts, Fiefs, and Feudalism', in *Medieval Transformations: Texts, Power, and Gifts in Context*, eds. E. Cohen and M. B. de Jong (Leiden, 2001), pp. 169-88; idem, 'Giving Fiefs and Honor: Largesse, Avarice, and the Problem of "Feudalism" in Alexander's Testament', in *The Medieval French Alexander*, eds. D. Maddox and S. Sturm-Maddox (Albany, 2002), pp. 127-41; idem, 'Service for Fiefs or Fiefs for Service: The Politics of Reciprocity', in *Negotiating the Gift: Pre-Modern Figurations of Exchange*, eds. G. Algazi, V. Groebner, and B. Jussen (Göttingen, 2003), pp. 63-98.

[171] Recall the context to case 2, where the conquest of the Saumurois resulted in Berard's dispossession so that Fulk Nerra or Geoffrey Martel could make a gift to Joscelin Roonard.

[172] Note the comments in White, 'Giving Fiefs and Honor', p. 138: '[T]he…practices [of dispossession] look like necessary elements of a patronage system in distributing honor in lordship where honor is a limited good and where, given the intense competition for honor among a lord's men, the lord, in the absence of opportunities for conquering new territory, could maintain his own power only by disseising, disinheriting, and dishonoring some of his men, and giving their honors to others.'

[173] The scribe's insistence upon the legitimacy of Burchard's status as heir with regards to case 1 may suggest that the matter was not so straightforward.

Indeed, the five cases considered here can rightly be considered legal disputes, where at core they turned on a substantively complicated question.

Such considerations may partially explain the role of violence in the cases. Case 1 resulted in a *guerra* between uncle and nephew, the burning down of a priory, and the capture and (ambiguous) imprisonment of one of the litigants. Case 2 involved an act of dispossession and the threat of predation. In case 3, although the account emphasised the cutting down of oak trees, it is important to remember that men were wounded and killed in the course of the dispute, and further, Roger's de Montrevault's anger at Odo and Burchard must have implied a threat of violence.[174] Case 4 involved another *guerra*, and a series of dispossessions. In case 5, the violence seems to have preceded the production of the dispute report, but does seem to have been an underlying element in dispute. Such instances of violence point to a climate of fierce competitiveness over the control of land, and gives a strong indication of how hard-fought, quite literally, our five cases were.

[174] On the seeming unconcern for the dead men displayed by the monastic charter scribe, cf. *Noyers* 653 (1061) which records that the 'ministers' of one Aimery imposed 'evil customs' in the land of Noyers, injuring the peasants living there. But, and 'what is worse', according to the scribe, these ministers convinced the monk in charge of the monks' land that their claims for customs were just. The contrast between how the scribe presents the wounding of men compared to the lying to a monk is striking, and speaks volumes to the monastic understanding of violence.

Conclusions

My analysis has spanned four chapters, each highlighting different aspects about seignorial control of land and how that control influenced relations between lords and men. Chapter 1 began with seignorial consent to grants of land. Here I highlighted the close connection between lordship and landholding, though drew attention to some of the ways in which such a connection could be understood differently, depending on context and circumstances. Whilst consent thus reflected at times the importance of seignorial control, particularly when it came to the matter of services, consent was also an expression of solidarity between lord and man, and thus an aspect of good lordship. Chapter 2 continued this discussion by focussing on claims for services and customs made by lords to the tenants of ecclesiastical lands within their lordships. This chapter dealt most directly with the question of how closely connected was power with force. I drew attention to how such cases facilitated the cultivation of norms aimed at limiting and providing redress for the use of force. Certain norms were therefore legal, whilst others contributed to the ideals of good lordship. Chapter 3 approached lordship and landholding from the perspective of the tenant by looking at warranty and protection of land. I emphasised how warranty further deepened the connection between lordship and landholding, but more importantly, how warranty further developed norms regarding security of tenure. Chapter 4 rounded off the thesis by considering in-depth a series of cases. I approached this material with an eye towards what they revealed about control of land, and what they could tell us about the relationship between lord and man. I stressed the importance of the lord/man relationship in disputes, and suggested that such a relationship may lie beneath the surface in a great deal more records of disputes. I situated these conflicts within a framework of intense, sometimes violent, competition for control of resources, particularly land.

This thesis grew out of questions concerning the nature of seignorial power in eleventh- and twelfth-century Anjou. Lordship during this period has often been interpreted in light of the *mutation féodale*, or, more recently, the 'feudal revolution.' Thomas Bisson's characterisation is worth quoting again in full:

> In practice and expression it was personal, affective, but inhumane; militant, aggressive, but unconstructive. It had neither political nor administrative character,

> for it was based on the capricious manipulation of powerless people. Nothing whatever survives to show that the castellan élite of the eleventh century thought of their lordship in normative or prescriptive terms; we have no surveys of domains from them, no evidence of accountability. We must suppose that their servants shared their predatory outlook, while the cavalcade enforced the abrasive immediacy of personal domination.[1]

And such lordship did exist. The abuses committed by lords in the pursuit of enforcing services, for instance, could amount to genuine acts of violence, making the 'revolutionary' model appealing. Sometime after 1150, a Saint-Aubin scribe wrote a brief account narrating his abbey's suffering at the hands of the lord of Montreuil-Bellay (again):

> Therefore, behind the most fortified defences of this castle [Montreuil-Bellay], Gerard, like a lion living in its cave, used to leave the castle only rarely … After he had gathered many of the strongest men with him, who had been infected by the poison of his malice, Gerard then laid to waste all the villages, neighbouring territories and all the churches of his own territory, and he oppressed all of the them, and their men, and their possessors under a heavy yoke of servitude.[2]

The charged rhetoric of such an account is seductive in its appeal, but was all lordship thus? Did eleventh- and early twelfth-century Angevin lordship truly lack 'normative' self-reflection; was it really so 'unconstructive'?

This thesis has argued against such a model, and the argument has been developed in stages. First, I have emphasised the close connection between lordship and landholding, and suggested that much seignorial use of force needs to be situated within a context of competition for landed resources. Whilst this has emerged most clearly in my chapters on customs and services, or on disputes, I have drawn attention to the role of similar concerns in my chapters on consent and warranty. With the former, competition might have been linked to control over patronage, which while less flashy a form of conflict than the Montreuil example cited above, was no less problematic an issue. And concerning warranty, I stressed the potential for conflict between lord and man as the implications of what warranty meant were worked out

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[1] Bisson, 'The "Feudal Revolution"', p. 18.

[2] *In hujus ergo castelli munitissimis munitionibus, quasi leo in spelunca sua habitans Giraudus, nunquam nisi raro inde egrediebatur… Igitur adjunctis secum multis fortissimis viris, veneno suae maliciae infectis, omnes villas et provincias proximas et cunctas circumquaque devastabat aecclesias suae propinquitatis, omnes et earum [homines] et possessores gravi jugo servitutis deprimebat*: see the *Chronica vel sermo de rapinis, injusticiis et malis consuetudinibus a Giraudo de Mosteriolo exactis; et de eversione castri ejus a Gaufrido comite* in *Chroniques des églises d'Anjou*, eds. P. Marchegay and E. Mabille (Paris, 1869), pp. 84-5. The text postdates 1151. This brief account needs re-editing, and remains underused.

and debated. Competition for landed resources may indeed have underlain much seignorial violence.

Second, lordly force was not simple, and subject to uniform interpretation. Chapter 2 illustrated the development of legal norms governing the use of force. Not only is this significant in its own right, but it is also important because the existence of such norms necessitated a distinction between lawful and unlawful force. Moreover, since these norms were articulated in connection with seignorial promises to refrain from distraint until certain conditions were met, these same norms therefore legitimated the principle of seignorial violence in the first place. Equally, with warranty clauses, we saw that churchmen were perfectly willing to condone lordly violence when deployed with the aim of protecting ecclesiastical property; indeed, ecclesiastical beneficiaries may ordinarily have expected lords to wage a *guerra* on their behalf, if necessary. Thus, violence was hardly unambiguous in meaning, and the exercise of seignorial power could be conceptualised in relation to multiple, sometimes contradictory, frameworks of interpretation.

Third, the ideals of good lordship served both to limit seignorial power, whilst also masking its use. As for limitations, good lordship probably worked to ensure that, ordinarily at least, lords did not take back what they had given their men. Likewise, ideals of good lordship may have inspired lords to take action against the abuses of their ministers – Jean de Marmoutier's story about Geoffrey le Bel and coal-maker certainly gives this impression. These ideals may in part have been determined and put into place by the lord's honorial community. The lord's court and his barons were probably important checks upon the arbitrary use of power, and suggests a broad normative culture by which seignorial action was held to account. But ideals of good lordship may also have masked the extension of power, and obscured how closely connected were lordship and landholding. Consenting to a vassal's pious gift was an act of good lordship, but it is also served to strengthen the lord's own relationship with the land being consented to.

This thesis has also developed arguments of broader significance concerning the relevance of legal norms within eleventh- and twelfth-century society, and addressing the question of how such norms develop. Assessing the relationship between lordly power and legal norms is difficult, but again, a context of competitive struggles for control of landed resources is a helpful one for thinking about the subject. The importance of land, and indeed the volatility of landholding, must have been

considerable spurs towards the clarification of legal thinking. The experience of power surely encouraged individuals to think about that power, to legitimate it, to legalise it. Each of my four chapters has shown in its own way how norms developed in relation to the exercise of power. With consent, the practice of advance confirmations represented an effort to make the dynamics of obtaining and soliciting for consent more predictable, and thus perhaps to reduce the potential for the lord's refusal. Here good lordship and legal norms must have overlapped, but the underlying substantive significance of advance confirmations should not be lost on us. Likewise, the very fact that a charter diplomatic of consent should develop at all suggests the 'normalisation' of the practice. The dialectic between the exercise of power and the development of legal norms emerged most clearly in chapter 2, with the *clamores* and distraint clauses perhaps being in part the direct result of disputes between lords and their ecclesiastical tenants over the performance of services and customs. And warranty too must in part represent an effort to make lordly power more accountable; whilst warranty was cast above-all as a function of good lordship, we should not overlook the fact that from the tenant's point of view, warranty could also be expressed as the basis of the tenant's right in land, and thus acquired a more legal component. These eleventh- and twelfth-century legal norms developed partly in response to the experience of power, and must have represented an effort to make the future more predictable, or rather, to make power more predictable. Such an argument draws attention to the constructive elements of eleventh- and twelfth-century lordship.

Appendix: Rates of Documentary Survival

The following figures are drawn from the printed charters of Saint-Aubin d'Angers, Saint-Serge d'Angers, Saint-Maurice d'Angers, Saint-Laud d'Angers, Saint-Maur de Glanfeuil, La Trinité de Vendôme, and the unpublished *Livre noir* of Saint-Florent de Saumur. For charters dateable only to the period of a particular individual, I have taken the median date (e.g., a charter dated 1086 x 1106 is counted as a 1094). A great many monastic charters can only be dated in this way, which means that the following table is meant to be an indication of general trends, rather than precise statistical findings. Regardless of statistical imprecision, the table clearly reveals the density of documentation in the period *c*.1060 to *c*.1120.

Dates	Numbers	Percentage
Pre – 1000	133	5.6 %
1000 x 1019	31	1.3 %
1020 x 1039	54	2.3 %
1040 x 1059	238	10 %
1060 x 1079	425	18 %
1080 x 1099	431	18.2 %
1100 x 1119	279	11.8 %
1120 x 1139	257	10.9 %
1140 x 1159	217	9.2 %
1160 x 1179	119	5 %
1180 x 1199	67	2.8 %
1200 or later	13	0.5 %
Undated	101	4.3 %
Totals	**2,365**	**100 %**

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