PERSONAL PLEDGING IN MANORIAL COURTS IN THE LATER MIDDLE AGES

DAVID POSTLES
DEPARTMENT OF ENGLISH HISTORY, UNIVERSITY OF LEICESTER

Research into social relationships and networks within historic communities in England has, over the last decade, been advanced by research in the early modern period and, to a lesser extent (because of the problems of documentation) by medievalists. Comparisons have been made between the values attached to kinship and neighbourliness. A further change has been perceived from a 'corporate' or communal village community in the middle ages to a fragmented village in the early modern period, where individualism was the predominant interest — although Macfarlane suggested that individualism developed at a much earlier time.¹ The study of social networks in medieval rural society has largely involved analysis of personal pledging in manorial courts, since few other acts or institutions provide the same quality and quantity of evidence for peasant society at that time.

Personal pledging provided sureties for litigants or those placed in mercy (that is, fined) in manorial courts. Unfree tenants were required to prosecute their suits — debt, trespass, covenant et al — in the manorial court. Pledges had to be found to ensure that plaintiffs would proceed (plegii de prosequendo), that a defendant would answer the plaint (plegii de respondendo), that a litigant placed in mercy — that is found guilty — would both appear in court or pay damages, debts and fines (plegii de misericordia). In the later Middle Ages, those taking up land would need to provide pledges for the proper maintenance of the land and buildings and for the payment of entry fines and rents. Personal pledges thus combined the functions of baillees and sureties, and pledging in many cases involved a personal commitment between peasants.

It has been suggested that a perceived decline in personal pledging during the later middle ages, after the decimation of the plagues from 1348, reflected a change in the nature of social relations in the medieval villages from 'solidarity' amongst villagers

to latent individualism. Studies which have been made subsequent to this suggestion have tended to concentrate on the period before the Black Death, in order to assess the nature of inter-personal relations amongst the peasantry before the posited decline of the institution of personal pledging. In particular, research has been directed to the question of whether pledges were usually intra- or extra-familial, kin or neighbours, and the nature of social networks. Razi, however, extended his analysis of pledging at Halesowen to 1400 and maintained that pledging revealed no change in notions of kinship before the fifteenth century. The intention of this paper is to have a further look at the nature of pledging and pledges during the later middle ages, principally concentrating on three manors which were contrasting in both institutional organization and their region or pays. The analysis is concentrated on those pledgings in which a real commitment was involved – that is, in acting as pledges in inter-peasant litigation such as debt, trespass and covenant, and for newly admitted tenants.

Barkby was located in Leicestershire, just five miles or so north east of the borough of Leicester, but at the junction of river and wold. The village was nucleated, but with divided lordship. The principal manor, which is the object of this study, was held from its acquisition in the 1270s by Merton College. Smaller properties were held by Leicester Abbey and Langley Priory. From the later Middle Ages, the Pochin family increasingly accumulated a large estate in the village. Although nucleated in essence, the parish did comprise small settlements which were dispersed from the nucleated village: Barkby Thorpe, Hamilton and North Thuraston. During the later middle ages, however, Hamilton became increasingly depopulated.

2 E.B. DeWindt, *Land and people in Holywell-cum-Needingworth: structures of tenure and patterns of social organisation in an East Midlands village* (Toronto, 1972), 242–50, esp 249; M. Pimsler, 'Solidarity in the medieval village? The evidence of personal pledging at Elton, Huntingdonshire,' *Journal of British Studies*, 17 (1977), 1–11. The potential financial consequences of being a pledge are illustrated by a case at Upyime in 1408: 'Et petit ab eo xiiij. de debito Johannis Dorsete unde deuenit plegium detencionis per ix annos ad dampna sua .xl.j.' (Longleat MS 10659, m. 38d). Many other pleas of pledge occur in these rolls, either for failed pledges or pledges recovering damages from pledges.

3 R.M. Smith, 'Kin and neighbors in a thirteenth century Suffolk community,' *Journal of Family History*, 4 (1979), 223–5; Pimsler, 'Solidarity in the medieval village?'; Z. Razi, 'Was the medieval English peasant family small and ego-focused?' paper presented at Norwich 1986, 4–6 and 8–9. Razi curtailed his analysis of pledging in 1400, as there was a drastic decline in the institution of pledging after that date at Halesowen. He found a high degree of kin-related pledging there before 1400. He is, however, highly critical of the use of pledging as an indicator without more precise reconstitution of families. See more recently, J.M. Bennett, *Women in the medieval English countryside: gender and household in Brigstock before the plague* (Oxford, 1987), 24–5, 37–8, 154–5, 193–5. Bennett explores in particular the nature of pledging on behalf of women and, especially, how that reflected on their kinship ties before and after marriage and in widowhood. Pledging by women was abnormal, since women had only a minor public role in medieval rural society. Some few examples of female pledges can be found. At Kibworth Harcourt (Leicestershire), in c. 1326, the pledge of Robert Godeyer was Agnes Godeyer and that of Joan Marram was Emma Marram (Merton College, Oxford, MM 6395). Such instances are rare, since the pledges for women were almost invariably men.
Kibworth Harcourt was another manor of Merton College in Leicestershire, although much larger than its manor in Barkby. This manor was located in the pastural pays of the county, some ten miles south of Leicester. Werrington, by contrast, was located in the far west of Devon. Until the late twelfth century, it had been part of Stratton Hundred in Cornwall, but was transferred to Black Torrington Hundred in Devon until 1966, when it was restored to Cornwall. Manor and parish were coterminous, but situated in a region of highly dispersed settlement. The manor thus consisted of dispersed hamlets and tenements.  

Pledging is considered on these three manors between 1354 and 1540 (Barkby), from 1365 to 1498 (Werrington), and in the fifteenth century for Kibworth Harcourt. Additional evidence for pledging is also presented for some other manors in late medieval Devon. The terminus a quo at Barkby is related to the shake-out of tenures after the effects of the Black Death, that at Werrington determined by the court rolls not being extant before that date.

Pledging as an institution declined during the later Middle Ages. The chronology of its decline varied from manor to manor and estate to estate. Whereas on the estates of Ramsey Abbey the decline was perceptible from the second quarter of the fourteenth century and apparent after the Black Death, on some manors of the Bishop of Worcester pledging persisted longer, but was virtually defunct by c. 1440. On the manors of Werrington and Stoke Fleming in Devon, pledging persisted into the late fifteenth century. There are no extant court rolls for Werrington between 1396 and 1462, but when they recommence in the late fifteenth century pledging was still active, and pledges were still required in inter-peasant litigation as late as 1498. The court rolls of Stoke Fleming reveal pledging continuing there through the early fifteenth century and into the later part of that century. Pledging persisted also on some other manors in Devon. At Uplyme, in east Devon, pledges were still required in the early fifteenth century (1407–08), and possibly later, but there is a large hiatus in the court rolls until the early sixteenth century. At Yarcombe, close to Uplyme, pledges were equally required in the early fifteenth century. In 1433–44, pledges acted there in seven cases of trespass, one of merchet, two of debt, two of covenant, one after a presentment on a hue and cry.


and three for newly admitted tenants. In 1463, John Bokett waged his law *se sexta manu* on the same manor in a case of debt against Robert Yearty, with Peter Bras as pledge. At Stoke Canon, also in east Devon, two cases of debt in 1455–56 involved pledges; at Dawlish, in the same region, pledges were necessary in two cases of debt in 1514–15. In Devon, therefore, pledging lingered into the late fifteenth century on several manors. 6

The institution of pledging ended abruptly in Barkby in 1448; by the next court rolls in 1449–50, pledges were no longer entered, not even for newly admitted tenants. Superficially, pledging seems to have declined at Kibworth during the late fourteenth century. At that time, pledges seem to have become predominantly institutional – that is officers of the lord, court or community acted as pledges – a pattern which continued into the fifteenth century. For example, in the early fifteenth century, all those presented by the chief pledges for offences against the King’s peace (wrongly using the hue and cry and for battery) had one of the chief pledges of the tithings as their pledge. Only occasionally did such offenders acquire a personal pledge. Most pleas between peasants (debt, detinue, trespass, covenant) did not seem to require pledges. Nevertheless, pledges were occasionally stated in these pleas. In the 1420s, Robert Polle acted as a *plegius de proseguendo*, as did John Peeke; about the same time, John Chapman, William Parker and Simon Carter were offered as personal pledges in inter-peasant pleas. Simon Carter did so again on several occasions in the 1430s. Pledges were occasionally noted in other inter-peasant pleas in the 1430s to 1450s. Thomas Bloxham and John Langton were pledges for Robert Broun in two pleas of debt against William Judde; John Sander was pledge for Richard Swan in his suit against Thomas Blokesham for debt. The last pledging in these kinds of cases was in the 1450s. Pledging for newly admitted tenants continued, however, to c. 1473.

The nature of pledging on these manors took a different course of development in the later Middle Ages. At Werrington, pledges had been required in inter-peasant litigation only at the later stage of proceedings, when suits went to law or to inquisition, that is after the pleading (*narratio*), when cases went to judgement. Pledges of this type continued to be needed through the later Middle Ages, in cases of trespass, covenant (contract) debt and detinue. In the late fourteenth century, pledges had been required for those prosecuted (such as for assault) by presentment after the hue and cry. It seems, however, that pledges in this latter case were no longer needed in the fifteenth century, or were not recorded in the court rolls. In the late

6 For Uplyme see note 1 above; for Stoke Fleming, see note 7 below; for Yarcombe, Devon Record Office CR 1429–1438, 1441–1450 and Devon Record Office 1262M/M19, and specifically CR 1441 and 1262M/M19; for Dawlish and Stoke Canon, Dean and Chapter Exeter MSS 4786, 5009, and 5009A.
fourteenth century, two pledges were needed by those going to law or inquisition, but in the fifteenth century one pledge sufficed. This pattern is replicated on some other manors in Devon. Inter-peasant disputes continued to be the main content of the business of the court of Stoke Fleming into the late fifteenth century. Until c. 1438, two pledges were required as surety for litigants, but thereafter one sufficed. By the 1470s, however, the single pledge had to be reinforced or corroborated, such as se vj\textsuperscript{a} manu, se iiij\textsuperscript{a} manu. On another manor in Devon, Uplyme, two pledges were normal until c. 1374, but for a short time thereafter no more than one was customary, except for tenants newly admitted to land, for which the lord required two pledges. In 1407, however, the requirement for two pledges was restored for inter-peasant litigation as well. By contrast with the norms at Werrington and Stoke Fleming, a \textit{plegiius de prose-quendo} – at the initiation of proceedings – was needed at Uplyme.\textsuperscript{7} In the inter-peasant litigation at Barkby, pledges were required from this earlier stage of the process – both pledges for prosecution and for the defendant’s answer (\textit{plegii de prosequendo}, \textit{plegii de respondendo}). These pledges continued to act as surety in inter-peasant litigation for trespass, debt or detINUE, and covenant through the late Middle Ages.

The most marked contrast with developments at Werrington was a change in the nature of the business in the court rolls of Barkby. Before the 1390s, the principal business of the rolls had comprised inter-peasant litigation, but thereafter, the rolls became dominated by the relationship of lord and customary tenants. Inter-peasant litigation appeared only sporadically on the rolls. The last occasion on which a pledge was involved in inter-peasant litigation seems to have been in 1424, when there was a \textit{plegiius de prosequendo} in a case of trespass and William Poley was attached by his pledge, William Grene, to answer the plaint of trespass brought by Thomas Piper.\textsuperscript{8} Instead, the business

\textsuperscript{7} For example, Robert Opi at law versus William Bribb senior ‘... quod non interfecit vaccam suam precii x.s. nec aliquam transgressionem ei fecit per plegium Johannis Louye et Johannis Notte’ (1368). Compare Robert Morchese at law against John Whyte in a plea of trespass in 1463, with a single pledge, William Bate. For Stoke Fleming, Devon Record Office 902M/M3-24 (c. 1384–c. 1476); the transition from two pledges to one in 902M/M15; the phrase \textit{se . . . manu} occurs in 902M/M21 and 24. For Uplyme, for example, Longleat MS 10646, m.10d (two pledges for John Gerueys admitted to a cottage and curtilage and three acres in 1371) and Longleat MS 11221, mm. 22d and 45d, 10659, mm. 19d and 38d (1374–75 and 1407–08).

\textsuperscript{8} This begs the question in which courts the customary tenants of Barkby prosecuted their suits. In 1448 the College issued an ordinance that its tenants of Barkby should only plead in manorial court: ‘Item Ordinatum est in plena Curia per Avisamentum Senescalli quod si Aliquis Tenens infra dominium predictum prosecutus fuerit Aliquem visinorum suorum nisi in ista predicta Curia quod soluet seu supportabit dominis istius dominii tociens quociens sic prosecutus fuerit .vj.s. viij.d.’ (MM 6605, 6611). Only two tenants seem to have been placed in mercy for pleading in other courts: Robert Heryng in the court of the Earldom of Winchester (probably at Leicester) in 1372 and John Hichebon in London in 1445 (MM 6579, 6607). Several tenants of Werrington were fined in the manorial court for pursuing claims in other courts, such as the portmoot at Launceston and Courts Christian.
of the court consisted almost exclusively of surrenders and admissions of land and presentments of the wasting of tenements (principally the disrepair of buildings). Virtually all instances of pledging therefore involved two pledges for new tenants of land or for other tenants who were ordered to effect repairs. In the case of new tenants of land, the admission included a covenant for proper maintenance of the messuage and buildings, for the payment of the entry fine, and for the acquittance of the rent. The two pledges were made responsible for the performance of these covenants. In the case of sureties for tenants who were ordered to make repairs, the pledges were equally responsible.9

The pattern of pledging at Kibworth followed that at Barkby. Although some pledges were involved in inter-peasant litigation, the main occasion for personal pledges was at the admission of tenants. Until 1473, two pledges were needed for incoming tenants, although (rarely) one sufficed (as in two admissions in the early fifteenth century). In 1473, only one pledge was required for the two admissions in that year. Thereafter, pledges do not seem to have been needed for incoming tenants. Between 1400 and 1473, there were sixty-seven admissions of tenants to land requiring pledges.

Whilst at Werrington pledging remained a relationship between peasants in inter-peasant litigation, at Barkby and Kibworth pledging was basically required at the instance of the lord. Pledging on these two manors in the later Middle Ages was thus strongly informed and influenced by seigniorial interest. To some extent, pledging had always involved this element of seignorial coercion, since the lord had a fiscal interest. The failure of pledges usually meant that the lord received a fine, as both litigant and pledges were placed in mercy. For example, in 1289 the rolls for Barkby referred to a plegius de misericordia and in 1369 to a plegius de pena. Nevertheless, pledges in Barkby and Kibworth in the later Middle Ages, with few exceptions, were acting as sureties for other peasants only vis-à-vis the lord, not in relation to other peasants. Throughout the later Middle Ages, the lord insisted on two pledges for this kind of surety. This change in the nature of pledges at Barkby may be reflected in the terminology used in the rolls. In the late thirteenth century, the party in the case ‘found’ (inveniet) his or her pledge, suggesting some element of choice both by litigant and pledge. In the later

---

9 For example, MM 6579: ‘Et sustentabit et manutenebit dicum mesuagium et dicum bouatam terre per manucapcionem Ricardi Sampson et Willelmi Souter’; MM 6581: ‘Et dicum mesuagium manutenebit sustentare per plegium Willelmi Aleye et Roberti Power’; MM 6598 (1421): ‘Et preceptum est balliuo quod leuare faciet de bonis et catallis Johannis Mason et Willelmi Grene .xvj.s. taxatos pro defectu reparacionis tenementorum nuper Rogeri Symmes Shepard pro quibus predicti Johannes et Willelmus deuenerunt plegios ad opus domini’; MM 6573: Robert Power demolished a grange, and his pledges, as well as Robert, were ordered to rebuild it: ‘Ideo preceptum est distingere predictos Robertum Johannem et Willelmum ad reedificandum dictam grangiam’.
Middle Ages, when seignorial interest was involved, the rolls state only that A and B became (euenerunt or deuenerunt) pledges of C. At the earlier time, there is also the implication that pledges were paid by the litigants, as suggested by two poor tenants in Barkby not needing to find pledges in 1289 (plegius se ipse quia pauper).

Despite this difference in the nature of pledging, the actual status of the pledges was remarkably similar at both Barkby and Werrington. The pledges were predominantly drawn from the larger tenants and from those most active in holding office.

Table 1: Personal pledging at Barkby and Werrington*

<table>
<thead>
<tr>
<th></th>
<th>Barkby</th>
<th>Werrington</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NP</td>
<td>%</td>
</tr>
<tr>
<td>Before</td>
<td>88</td>
<td>30</td>
</tr>
<tr>
<td>After</td>
<td>197</td>
<td>70</td>
</tr>
<tr>
<td>Totals</td>
<td>285</td>
<td>100</td>
</tr>
</tbody>
</table>

* No data 1396–1462 at Werrington. NP = N of pledgings; % = percent of pledgings on that manor. All tables and figures exclude pledgings by officials qua officials (e.g. plegius ballivus, plegius prepositus, plegius bedellus).

Table 2: Pledgings per pledge at Barkby and Werrington

<table>
<thead>
<tr>
<th></th>
<th>NP</th>
<th>N1</th>
<th>mean</th>
<th>median</th>
<th>sd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barkby</td>
<td>285</td>
<td>65</td>
<td>4.4</td>
<td>3</td>
<td>5.6</td>
</tr>
<tr>
<td>Werrington</td>
<td>344</td>
<td>140</td>
<td>2.5</td>
<td>1</td>
<td>5.5</td>
</tr>
</tbody>
</table>

NP = N of pledgings; N1 = N of pledges; mean = mean number of pledgings by each pledge; median = median of the same; sd = standard deviation.

The numbers of pledgings by individual pledges is presented in the graphs for both manors (Figs 1–2, see p. 77). The curve is very similar for both, positively skewed to the left. A large number of individuals pledged only once, twice or three times. A smaller number of tenants, however, pledged considerably more frequently. This concentration of pledging was equally marked on both manors.

Table 3: Concentration of pledging at Barkby and Werrington

<table>
<thead>
<tr>
<th></th>
<th>NP</th>
<th>%i</th>
<th>NPI</th>
<th>%ii</th>
<th>mean</th>
<th>median</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barkby</td>
<td>201</td>
<td>41</td>
<td>17</td>
<td>26</td>
<td>12</td>
<td>10</td>
</tr>
<tr>
<td>Werrington</td>
<td>140</td>
<td>41</td>
<td>10</td>
<td>7</td>
<td>14</td>
<td>8</td>
</tr>
</tbody>
</table>

NP = number of pledgings by principal pledges; NPI = number of principal pledges; %i = pledgings by principal pledges as a percentage of all pledges; %ii = principal pledges as a percentage of all pledges; mean = mean number of pledgings by principal pledges; median = median number of pledgings by principal pledges.
A small number of pledges therefore accounted for a large proportion of the pledgings on these two manors in the later Middle Ages. All of these principal pledges belonged to that group of customary tenants which held at least standard holdings, and, more often, multiple holdings. Many had also held a multiplicity of offices on the manors, which may have been influenced by seignorial interest. Although tenants were nominally elected to offices by the homage, this method was probably only a strategy by the lord so that the homage would become accountable for any deficiencies of the official. Both lord and homage thus had an interest in ensuring that the most substantial tenants became office-holders.

The characteristics of this group can be illustrated very well from the data for Werrington.

Table 4: Relationship between pledges, core families and office-holding at Werrington.

<table>
<thead>
<tr>
<th></th>
<th>N</th>
<th>Louya</th>
<th>Canon</th>
<th>Colman</th>
<th>Tommas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurors</td>
<td>177</td>
<td>30</td>
<td>41</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Beadles</td>
<td>41</td>
<td>6</td>
<td>10</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Reeves</td>
<td>25</td>
<td>2</td>
<td>4</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Chief pledges</td>
<td>64</td>
<td>8</td>
<td>9</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Rent collectors</td>
<td>20</td>
<td>6</td>
<td>7</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Pledgings</td>
<td>344</td>
<td>73</td>
<td>15</td>
<td>15</td>
<td>8</td>
</tr>
</tbody>
</table>

N = total number.

The extreme of concentration is represented in John Louya, a customary tenant at Werrington, from the commencement of the court rolls in 1365 to his demise in 1393. Louya was beadle in at least six years, affeeror in at least three, and, when he died in 1393, held four ferlings (one ferling being the standard holding on this manor). Few other tenants before 1400 had accumulated multiple holdings, and none as many as four. Louya pledged almost sixty times in these thirty years; the next highest number of pledgings (by John Cotel between 1365 and 1395) was twenty. The degree of concentration was not quite so pronounced at Barkby, where three tenants pledged more than twenty times (twenty-four, twenty-three and twenty-one) and another seven between ten and seventeen times. All these pledges held at least the standard holding on the manor, a bovate. John Jonson, however, held one and a half bovates, and William Kyng a virgate (the equivalent of two bovates). Most had additionally served as reeve or affeeror.

The periods of activity of principal pledges is represented on the graph (Fig. 3, see p. 78). At Werrington, the principal pledges were most active before 1400, although a few existed in the late
fifteenth century. These data suggest a decline – but no more than a relative one – in the activity of pledging in Werrington. The principal pledges at Barkby were active throughout the later Middle Ages, with no chronological concentration. The reasons for this distribution of activity would seem to lie in the nature of business in the courts. During the later Middle Ages, there was a relative decline in inter-peasant litigation at Werrington, perhaps because of a relative demographic decline. Moreover, there was an institutional change, in that only one pledge was required, rather than two. At Barkby, the need for pledges was maintained by the lord’s interest, requiring two pledges for tenants admitted to lands and for repairs of tenements. Seignorial interest would necessarily demand secure pledges of some social and economic standing to ensure no loss or damage to the lord. Seignorial pressure may thus help to account for the concentration of pledging in Barkby in the later Middle Ages.

The graph (Fig. 3) further reveals that in any one generation or cohort of tenants at Barkby, fewer than five tenants were engaged as principal pledges. Between 1354 and 1400, these pledges comprised Aleyne (ten pledges), Chapman (ten), and Sampson (twenty-one); from 1400 to 1420, Grene, John and William Kyng, Jonson and Power (pledging from eleven to twenty-four times); from 1420 to 1440, only Hichebon and Mason pledged consistently (respectively twelve and seventeen times), although Bocher also pledged on nine occasions. Principal pledges thus consisted of a very small core of customary tenants.

The pattern of pledging at Kibworth was different. In the sixty-seven admissions, there were fifty-two different pledges. The mean number of pledgings by one pledge was 2.5, the median 1.00. The first and third quartiles of pledgings per pledge were as low as 1.00 and 3.75. Indeed, thirty of the fifty-two pledges pledged only once; ten gave pledge on more than five occasions. The highest number of pledgings by one individual was ten. Kibworth was a more populous manor than Barkby or Werrington. By contrast with those manors, pledges at Kibworth were drawn more widely from the community; pledging there was not monopolized by any small number of individuals. All the pledges were, however, tenants of standard holdings.

Table 5: The pattern of personal pledging at Kibworth
Harcourt 1400–1473: pledgings per pledge

<table>
<thead>
<tr>
<th>N1</th>
<th>N2</th>
<th>mean</th>
<th>median</th>
<th>min</th>
<th>max</th>
<th>Q1</th>
<th>Q3</th>
<th>sd</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>67</td>
<td>2.5</td>
<td>1.0</td>
<td>1.0</td>
<td>10.0</td>
<td>1.0</td>
<td>3.75</td>
<td>2.236</td>
</tr>
</tbody>
</table>

Where: N1 = number of different pledges; N2 = number of occasions for pledges (admissions of tenants); Q1 = first quartile; Q3 = third quartile, sd = standard deviation.
On all three manors, pledging was not normally related to kinship. Most pledges were found from other families within the community. For example, of 150 pledgings in Werrington between 1365 and 1395, only eighteen pledges had the same surname as the pledged, such as John Cotell senior, who was a pledge for John Cotell in 1393, and John Kyce who pledged for Alice Kyce in 1369. Of his innumerable pledgings, John Louya pledged for kin on only four occasions. Pledging by officials *qua* officials (such as *plegius prepositus*) existed in all three communities from at least the middle of the fourteenth century, but the total incidence was insignificant. Its incidence was also sporadic; for example, in ten out of twelve cases of inter-peasant litigation in Barkby in Lent 1347, the *plegius de proseguendo* was the bailiff, but this level was entirely abnormal. Pledges thus continued to be found predominantly amongst neighbours, usually the most substantial tenants, rather than from kin.

Personal pledging on these three manors thus persisted into the later Middle Ages, but for different reasons. On all three manors, personal pledging in inter-peasant litigation persisted until c. 1400. Thereafter, pledging and inter-peasant disputes remained a considerable proportion of the business of the court at Werrington to the end of the fifteenth century, as also on some other manors in Devon, such as at Stoke Fleming.10 Whilst personal pledging thus continued to be associated with inter-peasant litigation on these manors in Devon, on the manors in Leicestershire, by contrast, the prime interest in the continuation of pledging was seignorial. On all three manors, pledging was concentrated in the hands of the principal tenants, but at Barkby this concentration may have ensued from seignorial pressure, since pledging there was essentially to maintain the lord’s interests. During the later Middle Ages, principal pledges acted for their life-cycle only; they did not continue to come from the same families. This pattern derived from the nature of the tenure of customary land in the later Middle Ages, in which life-cycle became more important than inheritance and family.11

Does personal pledging in the fifteenth century therefore allow some window on inter-peasant relationships and the nature of

---

10 Compare the more pessimistic view of Beckerman about the nature of business in manorial courts after 1400, which sees a decline both in inter-peasant cases brought before manorial courts and the inability of this formal justice to resolve those disputes: J.S. Beckerman, ‘Customary law in English manorial courts in the thirteenth and fourteenth centuries’ (University of London Ph.D. thesis, 1972), 110–11.

community? To some extent it does. The principal tenants continued to be the principal pledges. This concentration of responsibility, however, need not necessarily have been freely negotiated between peasants. In this respect, personal pledging does not indicate voluntary relationships between peasants. At Barkby and Kibworth in the later Middle Ages, the selection of pledges – for newly admitted tenants – was informed by seignorial interest. The lord required pledges of stable social and economic condition. Perhaps that too was the predominant interest at Werrington in inter-peasant litigation. The lord had a fiscal interest in litigation in the manorial court. One of the parties, whatever the outcome of the case, would be placed in mercy and fined by the lord. The sureties thus acted as much to guarantee the lord’s fiscal interest as for the parties to the case.

The decline of the institution of pledging during the later Middle Ages, moreover, did not necessarily ensue from the decline of solidarity or corporatism of the community. Institutional changes were also causes. The increasing tendency towards initiating litigation by presentment may have been one influence. The decline of population during the later Middle Ages may have reduced the need for pledges. Demographic decline was one cause of the rapid decline of business in the manorial court during the later Middle Ages. At Barkby, the number of tenants enumerated in rentals fell from twenty-eight in 1354 to twenty in 1450 and nineteen in 1475 (bearing in mind that the number of tenants is only an approximate indicator of demographic change). Kibworth Harcourt experienced a decline of 40 per cent in 1349, from a mean of eighty males over twelve before 1348 to only forty-five. Despite some recovery in the 1360s and 1370s (after a further setback in 1361), the population of the late fourteenth century was still 25 per cent below the level before 1348. By the early fifteenth century, a further decline had occurred, so that the population may have stood at 50 per cent of the pre-1348 level. This collapse of business may have induced seignorial disinterest in the workings of the court, as potential income from the perquisites of court evaporated. Personal pledging may thus have disappeared in inter-peasant litigation since lords no longer required it. Conversely, pledging may have continued to be required in those issues where seignorial interest was paramount: for newly admitted tenants, as a warranty or surety for the payment of the entry fine and the maintenance of the tenement.

Changes in social relationships in the later medieval English village undoubtedly occurred, as population declined and a peasant

aristocracy accumulated life-cycle multiple holdings. Social stratification existed before 1348, however, and the changes of the later Middle Ages simply exacerbated those divisions. Whereas concentrations of wealth and local power were monopolised by peasant lineages and families before 1348, they were held by life-cycle peasant individuals in the later Middle Ages, if the evidence of persisting personal pledging can be trusted. The change may have been less one from solidarity to atomistic social relationships as an intensification of existing social and economic differences.14

14 See also S. Olson, 'Jurors of the village court: local leadership before and after the plague in Ellington, Huntingdonshire', Journal of British Studies, 30 (1991), 237–56.
Figure 1: Personal Pledgings Barkby 1354–1540 – Pledgings per Pledge

Figure 2: Personal Pledgings Werrington 1365–1488 – Pledgings per Pledge
Figure 3: Periods of Pledgings by Principal Pledges*

- Barkby
- Werrington

* Ten or more pledgings