

BOROUGHS
in the Chester County Pleas,
CHES 29/1–22
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KNUTSFORD

We have some evidence about Knutsford from the county pleas which predates the granting of the borough charter. Margaret who was wife of Robert de Lymm sued William son of Robert de Lymm for a third part of one messuage and 2 bovates of land in Lymm, and against Robert le Child for a third part of one messuage and 9 selions of land in Knutsford, and against Godfrey Merelain for a third part of a moiety of 2 carucates 100 acres of woodland in Norbury. This is interesting in that ‘selion’ was relatively unused as a measure of land in Cheshire, yet the charter of Knutsford borough specified, for each burgess, *duas seliones et dimidium terræ*, not an expression found in the other borough charters in Lancashire and Cheshire.

2:131: 2 June 1282

T^r.

*Marg' que fuit ux' Rob'i de Limme .u^s. Will'm fil' Rob'i de Li'me. t'ciam ptem vni^s mes' & duar bou' t're cu' ptin' in Li'me redd'. p lic'. Et .u^s. Rob'm le Child t'ciam ptem vni^s mes'. & noue' sel' t're in Knotisford redd' p licenc' Et u^s Godefray Merelain ~~non fuit sum-~~
~~neg' attach'~~ t'ciam ptem medietatis vnus mes'. duar carucat' t're. & .C. acr' bosci. cu' ptin' in Nordbur' both' d'cus. R. pet' visum.*

William de Tabley complained of Godfrey Esmerillon chief clerk of the justiciar of Chester that he, Tabley, had had 2 carucates 300 acres of woodland in Knutsford Booths, which Esmerillon desired but was unable to buy or acquire by any just title; and that Esmerillon had contrived to have Tabley taken and imprisoned, and kept him in strict and vile imprisonment until he made a charter of feoffment of the lands to Esmerillon, as well as a writ to William de Acton to put Esmerillon in seisin. Tabley obtained a royal writ to investigate the affair: a jury was summoned, which found that Tabley had indeed been forced to surrender the land from fear and in order to get out of prison. But Esmerillon obtained another writ saying that due process had not been followed: a new jury was held, which found that, although Tabley had indeed been imprisoned, he made the agreement with Esmerillon of his own free will, and had signed the charter afterwards when he was out on bail pending an appeal.

2:162: 1 September 1282

Rad's de Hengh^am capital' Justic' d'ni Reg'. p p^rceptu' d'ni Reg' mandauit +hic+ recordum & pcess' loquele h'ite in Cur' d'ni Reg' coram d'no Rege int' Will'm de Tabbeleye querente' & Godefr' Esm^rillon Et mandat' fuit Justic' q'd s'cdm pcessu' illum diligente' fac^ret inquis' & ptibus plenam & celere' Justiciam exhiberi
Recordu'

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Will's de Tabbeleye querit' de Godefr' Esm'illon capitali Cl'ico Justic' Cestr' q'd cu' idem Will's h'eret q'nd' terram in Knottesfordebothes, scil't duas Caruc' terre & tria Cent' Acr' bosci & vasti cu' p'tin', Ac ide' Godefr' ten' illa h'ere desideraret. n'c potuit p' empc'om u'l alio modo p' iustum titulu' p'quirere p'd'ca ten', tande' d'cm Will'm capi fecit & duc' ad Castru' Cestr' & ibide' imp'isonar' & in artu' & vili p'sona detineri p'mo p' vnu' Mensem & Postea p' aliu' mensem a qua ad ultimu' euadere no' potuit quousq' ip'm feoffaret de p'd'cis ten' ita q'd idem Will's p' distruc'co'em p'sone fecit ei q'nd' cartam de feoffame'to & l'ras patentes dir'ctas cuid' Will'o de Aketon' ad ponend' ip'm Godefridu' in seys' de p'd'cis ten'. nec adhuc exire potuit de p'sona quousq' p'd'cs Will's de Aketon' redijt & q'd ide' Godefr' fecit vastu' in p'd'co bosco ad valenc' dece' Marc'. vnde petit iusticiam inde s'i fieri

Et Godefridus venit & defend' vim & iniur' q'n &c' & b'n cognoscit q'd est in seys' de p'd'cis ten' vt de illis de quibus p'd'cs Will's sponte & bona voluntate sua no' coactus aut imp'isonatus aut motu ductus ip'm feoffauit vnde b'n defend' q'd nu'q'a p'd'cm Will'm imp'isonari fecit u'l in p'sona detineri. n'c ten' illa p' aliqua' p'sonam p'quisiuit set p' bonu' & legale feoffam'tu' quod idem Will's de bona voluntate sua ei fec'. Et de hoc ponit se sup pat'am & Will's similiter

Id'o mandatu' est Justic' Cestr' q'd venire fac' in aduentu R. de Hengh'm ad p'tes illas .xij. &c' p' quos &c' & qui n'c &c' ad recogn' in forma p'd'ca. Postea q' ad hoc p'd'cs Rad's vacare no' potuit & ponit' Jur' in resp'ctum usq' aduent' Reginaldi de Grey in p'tes illas

Jurati videl't Hug' de Dutton' Joh' Boydel Will' de Baggel'. David de Eg'ton'. Ph's de Bamvil Rob' de Ridleg' Ad' de Hatton' Ran' Starki Hug' de Leg' Rob' de Pulle Will' de Goldburn' & Ran' de Kilssale qui dicu't p' sacr'm suu' q'd p'd'cus Will's p'fatu' Godefr' sponte & bona voluntate sua no' feoffauit set imp'isonatus & metu ductus. Ita q'd no' potuit euadere de p'sona anteq'a illu' feoffasset Ideo considerat' est q'd p'd'cus Will's recu'pet seys' terre sue

Postea mandauit d'ns Rex q'd minus rite p'cessum fuit in capc'one eiusd' inquis'. & co'uocatis p'tibus p' p'ceptu' d'ni. Reg' p'd'cus Godefr' dixit erratu' fuisse in inquis' p'd'ca eo q'd p'd'cs Will's p' p'cur'om p'd'ci Godefr' no' fuit imp'isonatus n'c metu ductus set ext'a p'sonam in pleno Com' dedit ei p'd'ca ten' tenend' usq' ad t'm vite sue & cartam inde confectam & ibide' signauit. Dic'. &. q'd postq'a incarceration' & post confecc'om illius carte, idem Will's in legiti'a potestate sua ad ten' p'd'cm venit in p'pria p'sona & f'cm suu' ratificauit eo q'd certas metas & diuisas p'd'ci ten' assig'auit & sup hoc petit recogn' Jur' Et p'd'cs Will's nichil aliud dicit nisi q'd imp'isonatus & metu ductus fec' ei p'd'cm feoffam'tu'

Jurati videl't Joh's Boydel. Will' de Baggel'. Ph's de Baunvil. Ad' de Hatton'. Ran' Starky Will's de Goldburn'. Eythrop de Molington'. Alex' de Baunvil Rob' le Brun. Will's de Brexin Patricius de Barton' +&+ Ric's del Heth qui dicu't sup sacr'm suu' q'd p'd'cs Will's no' fuit imp'isonat' p' p'cur'om de Godefr' set p' sectam apelli in Com'. Dicu't t'n q'd imp'isonatus fuit & dum fuit in p'sona, quid' contractus f'cs fuit int' eos de p'd'co ten' & p'd'ci Jurati requis' vt'm cont'ctus ille f'cs fuit metu imp'isonam'ti ita q'd alit' euadere no' potuit nisi p'd'cm cont'ctu' concessisset dicu't q'd no' metu set p' auxilio eiusd' Godefr' h'endo q'd posset delib'ari de p'd'ca p'sona & de +d'co apello+ Dicu't & q'd in pleno Com' dum fuit ext'a p'sonam t'n sub manucapc'oe fuit p'd'co apello d'cam cartam signauit. Et postea ad ten' p'd'cm accessit no' imp'isonatus +n'c metu [carceris]+ statu' p'd'ci Godefr' ratificauit

Jud'm. p'd'cus Godefr' recu'pet seys' suam & dampn' que taxant'

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18 May 1281 the earl of Chester granted to Elena who was wife of John de Legh a weekly Wednesday market at Knutsford Booths in Halton fee, and a yearly fair on Tuesday and Wednesday in Whit week, unless neighbouring markets and fairs might be damaged.

Helsby i 494 n.b: from ‘an ancient copy’

Knottesford ffeyre and markett graunted by Prince Edwarde. — Edwardus illustris Regis Angl' filius Comes Cestr', Archiep'is, Ep'is, Abbatib^s, Priorib^s, Comitib^s, Baronib^s, Militib^s, Justiciar', Viceco'itib^s, p'positis, Ministris et om'ib^s Ball'is et fidelib^s suis, sal'tm, Sciatis nos de gr'a n'ra sp'ali concessisse et hac carta n'ra confirmasse, Elene que fuit vx' Joh'is de Legh', qd ip'a et heredes sui imppetuu' h'eant vna' M'catum apud Knotesfordebothes in feodo de Halton in Comitatu Cestr' sing'lis septimanis p diem M'cur' et vnam feriam ibidem sing'lis annis p duos dies duraturam videl't die Martis et die Mercur' in septimana Pentecostes, Nisi Mercatu' illud et feria illa sint ad nocumentu' vicinor' M'cator' et vicinar' feriar', Quare volum^s et firmit' p'cipim^s p nob' et heredib^s n'ris quantu' in nob' est q'd p'd'ca Elena et heredes sui imppetuu' h'eant M'catu' pred'cm et feriam p'd'cam cum om'ib^s lib'tatib^s et lib'is consuetudinib^s ad huiusmodi M'catu' et ferian ptinentib^s, Nisi M'catum illud et feria illa sint ad nocumentu' vicinor' M'cator' et vicinar' feriar' sicut pred'cm est, Hiis testib^s dil'co nob' in xp'o Will'o Abb'te s'ce Werburge Cestr', Will'o de Clinton' Justiciar' n'ro Cestr', Mag'ro Joh'ne de Burnhm Thes' n'ro, Simo'e de Ruggelegh' Camer' n'ro Cestr', Joh'e de Ardene, Will'o de Mascy, Gulfro' de Werberton, Will'mo de Baggelegh' Militib^s, Joh'ne de Codynton' cl'ico et aliis. Dat' p manu n'ram apud Cestr' xvij. die Maij anno. regni d'ni E. Regis p'ris n'ri nono.

3 August 1292 the king granted William de Tabley a weekly market and a fair at Nether Knutsford.

3 August 1292, Walsingham

Helsby i 489, from Leycester³⁰

William de Tabley obtained the king's charter for a Saturday market weekly here at Nether Knotsford, which yet continueth; and also for a fair to be kept here yearly in vigiliâ, et in die, et in crastino Apostolorum Petri et Paul, id est, June 28, 29, et 30. Dated at Walsingham, 3 die Augusti, 20 Edw. I.

Then William de Tabley granted various liberties to his burgesses in Knutsford and Booths by charter, including a three-weekly portmote.

Helsby i 488-489 (quoting Leycester, but corrected from the original)

Sciatis præsentes et futuri, quòd Ego Willelmus dominus de Tabeley (that is Over-Tabley) dedi, concessi, et hâc presenti chartâ meâ confirmavi omnibus et singulis burgensibus meis de Knotisford burgagia libera, unumquodquè infrâ se continen[cia] Duas seliones et dimidium terræ: Habendum et tenendum de me et hæredibus meis vel assignatis,

³⁰ This is not on the Charter, Close, Fine or Patent Roll

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sibi et hæredibus suis, vel assignatis eorum, liberè, quietè, benè, et in pace, et jure hæreditario in perpetuùm; cùm housbold et haybold burgensibus de Knotisford in nemore de Knotisford, et in Turbariâ; et cùm housbold et haybold burgensibus de Boys [id est, Knotsford-Booths, sive Over-Knotsford] in nemore de Boys; et turbarium et communem pasturam utrique eorum de Boys et Knotisford omnibus animalibus suis, infrâ metas de Knotisford et metas de Boys, quantum præfata terra poterit sustinere in hyeme, et liberam communam in morâ de Creswalleclef sicut medietas aquæ præcurrunt ad metendum et ad falcandum, salvâ venditione ejusdem erbagii: Reddendo indè annuatim mihi et hæredibus meis vel assignatis, de quolibet burgagio xii denarios, ad duos anni terminos, videlicet, sex denarios ad festum Sancti Johannis Baptistæ, et sex denarios ad festum Sancti Martini in yeme: & unusquisque eorum tertium meliorum porcum nomine pannagii pro porcis suis nutritis infrâ metas Willielmi, qui pingues sunt de personâ ejusdem Willielmi; & quòd dicti burgenses molant blada sua ad molendinum meum de Knotisford pro xx^o grano: & si contigerit, quòd molendinarius aliquod dampnum sutoribus ad molendinum fecerit, per vicinos suos secundùm quantitatem delecti in curiâ emendabit: & quicumque dictorum burgensium panem desiderat obtinere in forno pastum infrâ quatuor portas villæ, pro quoquo bushell [bucello] unum obolum furnario meo præstabit; et quòd nullus eorum infrâ quatuor portas villæ nullum furnum elevabit: & quòd dicti burgenses mei faciant sectam ad curiam meam magnam bis in anno, videlicet ad proximam curiam pòst Pascha, et ad proximam curiam pòst festum [S'ci] Michaelis: & quòd portmotus teneatur in eodem burgo de tribus septimanis in tres septimanas: & quòd omnia placita de transgressionibus, attagiamenis, conventionibus fractis placitantur in eâdem curiâ: & quicumque dictorum burgensium pro aliquo forisfacto in misericordia ceciderit, non det nisi xii denarios antè judicium; et post judicium, rationabilem misericordiam secundùm quantitatem delicti, nisi id forisfactum ad gladium pertineat: & quòd dicti burgenses mei intèr se idoneum ballivum eligant et habeant, qui in officio suo mihi et burgensibus meis sacramentò observanda fidelitèr præstabit: Et quòd dicti burgenses de Knotisford et de Boys illam terram vendere, quandocunquè et cuicunquè, seù invadiare possint, salvo viro religioso et domino capitali ejusdem feodi. Et Ego præfatus Willielmus, et hæredes mei vel assignati, prædictis burgensibus meis de Knotisford omnia burgagia sua, et assignatis eorum, pro omnibus servitiis secularibus, exactionibus, consuetudinibus, et demandis, salvo summonitione de Culiward, contra omnes homines et fæminas warrantizabimus. In hujus rei testimonium præsentem cartam sigilli mei munimine roboravi. Hiis testibus, Domino Ricardo de Massy, Willelmo de Modburlegh, Willelmo de Maynwaryn, Rogero de Toft, Adâ de Tabeley, et multis aliis

However, Richard de Massey, William's feudal overlord, from whom he held by knight service, asserted that this amounted to disherison. An agreement was made that Massey should receive one half of the profits arising from the market, court and fair, and that half of the burgages should be held from Massey by the services and customs anciently due. But Tabley was to receive 12d per year from each burgage, pannage, and suit at his mill as the neighbours of that township do.

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Cum Willelmus de Tabley tenuit totam villam de Knotsford de Ricardo de Massy per servitium militare, ac dominus noster Edwardus rex Angliæ concesserat per chartam suam eidem Willelmo mercatum et feriam certis diebus in eâdem villâ habenda; idem Willelmus postmodò feoffavit plures burgenses in eâdem villâ de burgagiis et certis terris eisdem annexis; tenendum de eodem et hæredibus suis immediatè: Ricardus de Massy dominus capitalis, clamans et asserens hoc feoffamentum fore ad damnum et exhæredationem sui et suorum manifestam, secundùm virtutem statuti domini nostri Edwardi de terris et tenementis alienatis, tenendis de capitalibus dominis feodi immediatè: Ità convenit amicabilitèr intèr eosdem, videlicèt, quòd prædictus Willelmus dedit et concessit dicto Ricardo et hæredibus suis vel assignatis, salvis capitalibus dominis suis, medietatem omnium exituum et cujuslibet commodi de prædicto mercato, curiâ, feriâ ejusdem villæ provenientium: Concessit etiàm, quod medietas terrarum et tenementorum ejusdem villæ, quæ tenentur, et in futuro debeant teneri, in burgagiis cùm terris eisdem annexis, teneantur de prædicto Ricardo immediatè per servitia et consuetudines indè ab antiquo debita et consueta; salvo tamèn eidem Willielmo, et hæredibus suis vel assignatis, redditu pro eisdem terris et tenementis; videlicèt, pro quolibet burgagio et terrâ eidem annexâ, duodecem denariis per annum, et pannagio, cùm sectâ ad molendinum suum secundùm quod vicini ejusdem villæ faciunt: Pro quâ quidèm concessione et donatione prædictus Ricardus de Massy concessit dicto Willelmo de Tabley, et hæredibus suis immediatè; salvis tamèn eidem Ricardo, et hæredibus suis vel assignatis, servitiis et consuetudinibus indè ab antiquo debitis et consuetis: Concessit etiàm prædictus Ricardus, quòd prædictus Willielmus et hæredes sui vel assignati, quieti sint in perpetuum de servitiis et consuetudinibus, quæ ab antiquo debentur de terris et tenementis, quæ tenentur, vel in futuro debeant teneri, in eâdem villâ de prædicto Ricardo in burgagiis et terris eidem annexis secundùm concessionem dicti Willelmi. In cujus rei testimonium alter alterius scripto in medio inciso sigillum suum apposuit. Hiis testibus Willielmo de Modburleg, Adâ de Tabley, Thoma de Legh, Rogero de Toft, Willielmo del Mere, Johanne de Legh, Willielmo de Meynwarding, Thoma clerico, et aliis.