

Glossary

Patronymics

Patronymics describes the process of giving a child the father's given, or forename, as a surname. This means that a family's name changes in successive generations. The Welsh patronymic system describes family trees in terms of the male line only and records the family association in the 'ap' or 'ab' prefix ('ap' is a contraction of the Welsh word 'mab', which means son). For example, Rhys ap Dafydd translates as 'Rhys, son of David'. Modern Welsh surnames such as Powell, Price and Prichard are the result of this contraction and a progressive tendency to Anglicise Welsh names: under the patronymic system they would have been ap Hywel, ap Rhys and ap Richard.

Girls were sometimes 'verch' or 'ferch' meaning 'daughter of' and abbreviated to 'vch' or 'vz'. Traditionally women kept their maiden names when they married as there was no surname for them to adopt.

This practice continued up until the early 1800s in some areas, with rural areas clinging to the patronymic system longer than urban areas. Areas where English influence was strong abandoned patronymics earlier as did town families and the wealthy.

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diem clausit extremum

*The phrase diem clausit extremum means 'he closed his last day', that is, he had died. After the death of a 'tenant in capite' (tenant in chief who held directly from the crown), a writ of **diem clausit extremum** would usually be issued by the heirs to the local escheator, the official responsible for taking possession of the dead tenant's estate on behalf of the king who was the 'ultimus haeres' (last heir) . A jury would be convened and an Inquisition Post Mortem held.*

Inquisition Post Mortem

The extent of the crown's rights was determined by the holding of the 'Inquisition Post Mortem'. The resultant outcome gave details of the lands/properties held by the deceased tenant in capite, the date of his death and the name and age of his heir. If there was a rightful heir, he paid relief (a sum of money) to the crown in order to take possession of the estate; if he was under age, the crown had the right of wardship and marriage. i.e. it was entitled to the revenue of the estate, and to select the heir's bride. This information was sent to the Court of Chancery.

N.B. If the land was part of a Lordship e.g. Denbigh, Conwy, Caernarvon the 'Lord' held the right of wardship and received the relief rather than the Crown.

The Court of Wards and Liveries

Lands held of the king in chief were subject to wardship if they fell by inheritance into the hands of a minor. The king was entitled to the profits of the estate during the minority; He had the right to choose the ward's marriage partner and to enter his inheritance. In practice, the king usually sold these rights to the highest bidder. The Court of Wards and Liveries was established in the early 1540s, to take over the administration of wardship from the Court of Chancery.

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Medieval Welsh Land Division

Cantref

Land was divided into cantrefi, which were themselves divided into smaller cymydau (commotes). The name "cantref" is derived from "Cant" ("a hundred") and "tref" (town in modern Welsh but formerly used for much smaller settlements). The cantref is thought to be the original unit, with the commotes being a later division. Cantrefi could vary considerably in size; most were divided into two or three commotes.

Commote (Welsh cwmwd, sometimes spelt in older documents as cymwd, plural cymydau)

A secular division of land in medieval Wales.

Demesne

Those parts of the land and rights of a manor that the lord retained for himself, as distinct from those used by his tenants. What might now be called the 'home farm'.

Gavelkind

In Wales there was a custom of inheritance similar to that of gavelkind in England which, in Welsh, was known as cyfran. Under Welsh common law on a landowner's death the land would be divided equally among all his sons, including illegitimate sons.

Gwele (+ person's name)

The land of that person

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Inheritance of property/estates

Heirs only had a life interest in the estate/property; they could not sell the freehold.

Settlements

Most big landed estates in England and Wales were settled in order to preserve the estate intact for future generations and to make provision for family members. 'Strict settlement' was the most usual form of settlement from the sixteenth to the nineteenth centuries. It had the following benefits: It put obstacles in the way of selling the land. The landowner was given only a life interest in the property. He was designated the 'tenant for life' or the 'tenant in possession'. He could not sell the estate without the agreement of various heirs and trustees. It put limitations on who could inherit the estate. It was usual for a new entail (see below) to be created with each new generation. The new entail would name the person who would inherit the estate, usually the eldest son of the tenant for life. He was designated the 'tenant in tail'. A strict entail in tail male would avoid the estate descending to more distant relatives such as cousins.

It spelt out the amount of land or money which was available to support younger sons and female members of the family.

Settlements could not be broken (except by Act of Parliament) until the tenant in tail came of age and was able to agree to any changes. Until then, his estate was guaranteed by trustees. Technically, the trustees were the owners of the landed estate on behalf of the family. They were responsible for ensuring that all receipts and payments from the estate were paid to the various members of the family who were entitled to them.

Entails

These enabled landowners to ensure that family land remained in the hands of the family. Freehold

estates could descend (be passed on) in one of two ways:

'Fee simple'. Freehold ownership. There were no limitations on this estate. It could pass to any descendent (sons, daughters or grandchildren), or to collateral relatives (brothers, sisters or cousins).

'Fee tail'. Estates in fee tail were deliberately limited to descend only to specified people. They were 'entailed'. The most usual fee tail was 'tail male'. This limited the descent to the legitimate male heirs 'of the body' of the owner, i.e. sons and grandsons of the owner's marriage. 'Tail general' was similar, but included females. In tail male meant that males would take precedence over females. i.e. A younger son would inherit before an elder daughter. Entails ceased to be effective in 1833.

Disentail (disintail)

To release an estate from an entail i.e. when there are no direct heirs.

Uses

The terms of settlements and entails were guaranteed by having trustees involved. These were usually lawyers or family friends. The word 'use' is another word for 'trust'.

Annuities or yearly rent

Family members could be provided for by annuities. i.e. annual payments out of the estate. The annuitants could be widows of the landowner, heirs who had not yet inherited, unmarried female relatives etc. If this money is paid out of lands it is called a rent charge. If it is paid out of properties it is known as an annuity.

Moiety

Half, one of two parts which is to be divided.

Abstract of Title

The written evidence of ownership that followed the public act of transferring land. It usually shows a detailed list of deeds showing descent of property to the present owner.

Hereditaments

Any kind of property which can be inherited. e.g. land, property, titles, coats of arms etc..... but not moveable property (i.e. goods and chattles).

Indenture

Legal agreement between 2 parties that reflects a debt or purchase obligation.

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Land Transactions

Freehold Land

Gift (12th-15th centuries)

Feoffment (12th-19th centuries)

Quitclaim (12th-19th centuries)

Letters Patent (13th-19th centuries)

Bargain and Sale (16th-19th centuries)

Lease and Release (16th-19th centuries)

Final Concord (12th century-1833)

Common Recovery (15th century-1833)

Deed of Covenant for the production of title deeds (18th-19th centuries)

Grant or Conveyance (1845-1925)

Gifts

This was the most common deed recording the sale of land in the medieval period. Despite the name, a deed of gift was not a means of giving something for free. Gifts were generally replaced by feoffments around the 15th century. These nearly always left some rights to the giver. Often this meant that the property could only be inherited by heirs of a certain class, in particular by receiver's ancestors.

Feoffment

A feoffment is similar to a deed of gift, recording the sale of real property (land or buildings) from one party to another, for a monetary consideration. The amount of money involved is not usually specified until around the sixteenth century. It developed in the Middle Ages. The actual transfer of property took place through a ceremony of 'livery of seizin'. The feoffment merely confirmed the seizin.

Livery of Seizin

Legal possession i.e. 'the son & heir of has obtained seisin of his inheritance'. It applied only to freehold tenures which were inheritable.

Quitclaim

This was a formal renunciation of any claim to property which is not in the possession of the person making the quitclaim.

Bond for quiet possession

These were usually connected with other deeds, especially conveyances or leases. They strengthened the warranty clause in the deed.

Letters Patent

Grants of land or rights from the monarch to a private individual were made by letters patent. These documents are very impressive, written on big sheets of parchment. They are often illuminated at the top with enormous initial letters, decorations, and a portrait of the King or Queen. The Great Seal was attached at the bottom of the deed.

Bargain and Sale

Purpose - Sale of real property (land or buildings) from one party to another, for a monetary consideration. This form of conveyance had existed since the fifteenth century, but came into its own in 1535 under the Statute of Enrolments, as an alternative to the feoffment. Bargain and sales of freehold property were supposed to be enrolled (registered) in one of the royal courts at Westminster, or in a county court. A memorandum of enrolment almost always appears on the back of the deed - headed 'Irotulatur' in Latin. Some deeds from the sixteenth century onwards were hybrid documents combining elements of the feoffment with elements from a deed of bargain and sale. These are described in archival catalogues variously as 'feoffment', 'bargain and sale with feoffment', or 'bargain and sale with livery of seizin'. They use the form of words from a bargain and sale, but lack an enrolment. Instead, they include a memorandum of livery of seizin.

Lease and Release

This was a method of conveyancing intended to avoid 'livery of seizin or enrolment on a court roll.

The purchaser first took a one year lease of the property; the vendor, on the following day, granted the reversion of the lease to the purchaser. The purpose of Lease & Release agreements was:-

- 1. Sale of real property (land or buildings) for a monetary consideration.*
- 2. Mortgage of a real property in order to raise money.*
- 3. Settlement of a real property from owners to trustees in order to limit descent to specified people.*

Final Concords (or Feet of Fines)

These were a means of officially recording the transfer of land. They were the end result of a fictitious dispute in the Court of Common Pleas between a querent or plaintiff and the deforciant or current owner. The conveyance took the form of the record of a fictitious lawsuit, compromised or terminated by the acknowledgment of the existing owner (known as the deforciant or tenant, depending on the original writ used to levy the fine) that the land in question was the rightful property of the claimant (the plaintiff or querent). In reality, the deforciant had already agreed to sell the land, and the plaintiff to buy it: the suit was, in other words, a collusive action between the two parties.

Deed to Lead Uses

This refers to a deed made before a fine or common recovery. The purpose of such a deed is to show the object of the fine. A deed to lead the uses of a fine or recovery is not a conveyance in and of itself. It has no individual or immediate operation on the estate. The deed, when the fine is levied, will operate as a part of the same assurance. Under the deed to lead use, no estate will pass until the fine is levied or recovery is suffered.

Common Recovery

Purpose - Transfer of real property (freehold or copyhold land) by judgement of a court. The main purpose was to bar entails, remainders and reversions.

Like a final concord, a common recovery looks impressive and important, but does not really provide much useful information. It was the product of a 'collusive action' - a fake legal procedure in the courts. The court was usually the Court of Common Pleas, but manorial courts could also deal with common recoveries. Common recoveries were used to break entails (conditions stipulated in wills or settlements which limited the descent of freehold land to certain individuals) and transfer land. Once the common recovery had been achieved ('suffered' in legal language), the land reverted to fee simple. This enabled it to be sold to somebody else, mortgaged, or settled in a new way. Common recoveries were abolished by the Fines and Recoveries Act 1833. After that date, a simple deed of disentailment was all that was required to break an entail.

Deed of Covenant

When a large estate was broken into smaller landholdings and sold off piece by piece, a question arose as to who should retain the older title deeds relating to the whole estate, which were needed in order to prove title. The solution usually adopted was that the seller retained the original deed bundle, but made a covenant (agreement) with the purchaser. Should there ever be a need to prove title, the seller would produce copies of the title deeds for the lawyers to look at, and would also keep the originals safe and be able to produce them if required.

Grant or Conveyance

Purpose: Sale of real property (land or buildings) from one party to another, for a monetary consideration.

Up to the 1830s there were a number of methods which could be used to transfer land. Final Concords and common recoveries were abolished by the Fines and Recoveries Act of 1833. The Conveyance by Release Act of 1841 replaced the lease and release with just a statutory release. Then in 1845 the Real Property Act abolished releases and feoffments, allowing freehold land to be

conveyed by a simple grant only. By the later nineteenth century, this deed was generally referred to as a conveyance.

Fee Farm

This is a type of tenure, where land is held of another in perpetuity at a yearly rent, without fealty, homage, or other services than such as are specially comprised in the feoffment.

Mortgaged Land

A mortgage is a temporary transfer of property in order to secure a loan of money. The person who owns the land is the 'mortgagor'. The person lending the money is the 'mortgagee'.

Although the wording of some mortgage deeds might suggest that the mortgagee took possession of the property until the money was repaid, this was not usually the case in reality. In the seventeenth century it was established in law that the mortgagor would remain living in the property or administering the mortgaged estate. It was normally only if the mortgagor failed to pay the annual interest that the mortgagee could begin to take action to recover the debt. It was also accepted that the mortgagor retained a right to redeem the property whenever he paid the money, even after the period of time when the mortgagee had foreclosed and begun to take possession. This was called the mortgagor's 'equity of redemption' and shows that a mortgage was primarily a way of raising money (for the mortgagor) and investing money at interest (for the mortgagee), rather than a means of gaining possession of land.

Appurtenances

The rights and duties attached to a piece of land.

Messuages

Dwelling houses; messuages with appurtenances - the houses, all the outbuildings associated with it, and also its curtilage (gardens & orchards) and the 'close' or land it is built on.

Tenement

Originally referred to tenancy and therefore to any rented accommodation.

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People and their jobs/titles

Tenants at will

These were men who had no tenancy rights at all. They had nothing in writing and could be evicted without any notice at the will of the Lord of the Manor.

Free tenants

These were men who could own their own land or lease it from the Lord of the Manor or directly from the Crown. They also had legal rights at the King's Court and owed no service to the Lord of the Manor although they would have to attend the manor court. Their rents were generally less than the 'at will' tenants.

Burgess

An inhabitant of a town or borough with full rights of citizenship. i.e. a freeman

Yeoman farmers were substantial tenant farmers between the 16th and 19th centuries. In social status they were one step down from the Gentry but above Husbandmen. The amount of land owned and the wealth of the yeomen farmers varied from place to place but yeomen would not normally

have less than 100 acres. Many were prosperous and employed servants or labourers. Some mixed with the minor gentry and even rented land to gentlemen landowners. Often it was hard to distinguish minor gentry from the wealthier yeomen farmers. The main difference was that gentlemen farmers did not labour with their hands.

The Reeve:

This was a tax collector who would collect revenue (the fee farm) for the king and also uphold the king's prerogatives. The reeve would have been appointed by the king or the county sheriff and existed before 1155. (possibly England only)

The Sheriff From Shire – Reeve:

The chief administrative and judicial officer of a shire. He collected taxes and forwarded them on to the Exchequer, and was also responsible for making sure that the King's table was well stocked.

The Bailiff:

This was a new name for the reeve which appears in a charter of 1255. The burgesses were allowed to appoint two bailiffs.

The Coroner:

This officer first appears in 1230. The coroner had a wider remit than today. His duties included enquiring about murder, rape, treasure trove, wrecks, deaths in prison, outlaws and deodands (a person or object instrumental in killing someone)

The Mayor:

This was a new officer appointed in 1284 who was superior to the bailiffs and became the focus of the town's administration. He was elected for a year from the burgesses at Michaelmas (29 September). He presided over the Borough Court, and may have had his own exchequer.

The Recorder:

Established in 1399, this officer was a man of law involved in the Borough Court.

The Justices of the Peace:

From 1399 six JPs were required to be appointed for each borough. One was to be the mayor; another was the recorder, and the remaining four were appointed by the mayor. They were involved in the Borough Court.

The Aldermen:

From 1449 seven aldermen were to be appointed for each borough and would act as new Justices of the Peace for the Court of Quarter Sessions. From their number was elected the mayor.

Other officers included **chamberlains** who collected money from corporation property and used it for public works; **bridgemasters** who collected money and used it for the maintenance of bridges; **town clerks**; and the **mayor's sergeant**, who would have served writs or court summons.

Armiger – person entitled to bear heraldic arms.

Commissioner of Array

The issuing of commissions of array was a medieval method of raising troops, originally introduced during the reign of Edward I, by which the King could grant the lords-lieutenant of counties powers to raise military forces in times of emergency.

Steward

The chief servant of a landed estate.

Seneschal

Senior steward

Charter of Incorporation

This conferred the right of self governance on a Lordship and the right to elect its own officers. The Lord was also able to grant privileges to the Burgesses. ie. freedom from servile dues.

Servile dues - *in addition to duties on the landlord's demesne and public roads there were other rents and fines*

Toll – *general names for a tax*

Stallage - *money paid on trading booths or stalls at markets and fairs*

Pannage - *tax levied for the right to let pigs forage in the woods*

Payage - *tax levied for pasturage*

Murage - *a tax paid for a feudal landowner to a Lord in lieu of service*

Postage – *cost of sending commercial or private mail via messengers*

Passage – *a tax levied for passage or way lease*

References

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Conwy Branch – Discovering Old Welsh Houses Group

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