Credit and the Sociability of Credit in York Archdiocese in the Fifteenth Century

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Abstract

This thesis explores the sociability of credit in the Archdiocese of York in the fifteenth century through the microcosm of individual credit agreements that supported day-to-day trade. In doing so it reconstructs the practicalities of credit contracts and the social relationships on which they were built in the late medieval market. It asks questions posed in the literature of early modern credit of the evidence for the fifteenth century. The discussion identifies a continuity in attitudes towards borrowing and lending with a ‘currency of reputation’ evident in the debt and defamation litigation brought before the consistory court at York. The emphasis placed on reputation in the credit economy was not a process unique to the economic pressures of the early modern market or the language of the Reformation but is to be found in the ideals of honesty and trustworthiness that underpinned credit in the fifteenth century. The language of litigation points to a reputation oriented society in which individual commercial probity was enmeshed in household morality.

Drawing on a range of secular and ecclesiastical courts operating in the north of England it presents an analysis of those petty credit agreements that propped up day-to-day market activities. Finding in the fifteenth century a legal system in which both written contracts and oral testimony were accepted forms of proof, the thesis illustrates the range of credit agreements that supported the informal credit economy. The qualitative approach to the records explores the relationship between the language of the court and the language of credit, suggesting that the legal code of the ecclesiastical courts in particular shaped later understandings of trust and good faith in early modern contracts. Reading credit across the multitude of legal courts within York highlights the legal plurality exercised in the late medieval period. It raises questions as to how reliable models positing a direct correlation between levels of credit and the volume of circulating coin are when predicated on the records of merchant credit alone. The discussion of changing legal preferences in the fifteenth century and the shifting of business from church to secular courts draws attention to the ways in which the archive might shape understandings of the level of credit in the economy.

The dissertation is structured around the legal pleas in which debt was presented at court. The introduction outlines the current historiographical trends in the social history of credit. The first chapter, ‘An Age of Transition?’, addresses those explanatory frameworks that seek to model the market in the middle ages advancing the fifteenth century as a period of transition from a moral to an individualistic market. Chapter two looks in detail at those monetarist explanations for a declining credit market in line with the productivity of the mints in the north of England. The credit economy is accessed via a study of debt litigation in the courts of York, the third chapter thus presents an analysis of the relationship of the competing legal jurisdictions in and around the city, considering the implications of legal developments on levels of presentment. Chapter four explores ‘hidden credit’, those contracts that were unrecorded in official rolls registering credit, through testamentary litigation and the evidence of household accounting. Chapter five explores the morality of the marketplace. It considers the practice of charging interest in a credit economy predominated by familial relationships and explores debt litigation as a forum for neighbourly disputes. The two final chapters assess the presentation of debt in the consistory court of York Minster. Chapter 5 considers pleas of breach of faith and the language used to describe the contract and chapter 6 pleas of defamation where characters were defended in light of the need to engage with the credit economy. The conclusion considers the sociability of credit in the late medieval market and the implications for an historiographical narrative of a transition from a medieval ‘age of debt’ to an early modern ‘age of credit’.

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Introduction

In 1465 John Papedy was found guilty of failing to repay a loan of 12s to his creditor and friend, Thomas Harrison, in a plea of breach of faith brought before the ecclesiastical court at the parish of Water in York and later contested in an appeal at York Minster. In the case between Papedy and Harrison details in the interrogatories and depositions show that the two men had met at the home of a mutual friend, Richard Glover, where they shared in a convivial meal with a group of ‘faithful and worthy men’ who later witnessed and countersigned the credit agreement. Their depositions in response to the investigation recalled the negotiations as being made ‘peacefully and friendly’.

Papedy swore on oath ‘to firmly oblige himself to the said Thomas Harrison’ and agreed ‘to fulfil the promise based on trust to repay’ the 12s. When Papedy failed to make the final payment to Harrison it was these witnesses who gathered to sign a formal reminder which was delivered to Papedy before his horses were seized and the plea of breach of faith entered at the church court. When he was found guilty of failing to make the repayment promised on oath he was ordered to appear barefoot and with his head naked in the ‘church of his ancestors and heirs’ before his local congregation for three Sundays bearing a generous gift for the church. The gravitas of the damage done was invoked in the judge’s sentence by the additional fact that this promise ‘based on trust’ had been made in the presence of friends.

The case of Thomas Harrison and John Papedy details the underlying notions of trust and reputation on which oral and written credit agreements were founded. Both men shared friends and associates and had attended a social gathering at which food and

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1 ‘diffinitivus sunt amicabilite et compositus’, CP.F. 210, breach of faith, Thomas Harrison v. John Papedy, 03/07/1465-14/10/1465, Borthwick Institute of York, now ‘Borthwick’.


3 CPF. 210, Harrison v. Papedy, Borthwick.

drink had sealed the contract. The oaths they made were sworn on ‘faithful hands’ and
their social and economic network drawn together as friends and family witnessed and
countersigned the agreement. Credit at the close of the medieval period transgressed the
age of the oral contract, confirmed by ritual and witnesses, and the age of the written
contract, where the document constituted legal proof of the credit. The case of
Harrison and Papedy illustrates the coexistence of both custom and the written contract
in credit. The testimonies given by witnesses describe those bonds of trust and
friendship secured in the contract so often hidden from the historian’s view. Yet the
cause papers at York and the records of ecclesiastical courts more widely have not been
used to explore the role of credit in the late medieval market. The ubiquity of credit
agreements in mercantile trade has long been a recognised feature of the medieval
economy. As early as 1928 Postan explored the prevalence of a range of credit
agreements and the use of sophisticated instruments of exchange in long distance trade
in the thirteenth and fourteenth centuries, finding in the medieval economy both a cash
nexus and credit market.5 Since his work in the 1920s studies on credit in medieval
society have proliferated. The works of Phillipp Schofield and Chris Briggs in particular
have advanced understandings of credit in rural markets and the nature of petty credit
in the thirteenth and fourteenth centuries.6 Yet despite growing interest in rural credit
and small-scale credit agreements, the history of credit in the fifteenth century,
particularly in the region of York, has been dominated by quantitative studies of
mercantile credit. The case between Harrison and Papedy is just one of many pleas of
breach of faith brought before the lower ecclesiastical courts within the auspices of
York Archbishopric and one of 26 cause papers relating to a plea of breach of faith
heard at the consistory court at York Minster during the fifteenth century. In total the
cause papers at York contain 46 cases relating to disputed debts in the fifteenth century

6 See the works of Phillipp R. Schofield, Peasant and Community in Medieval England 1200-1500,
(Basingstoke, 2003)., Chris Briggs, Credit and Village Society in Fourteenth-Century England, (Oxford,
2009).
in pleas of breach of faith, defamation and testamentary litigation. Though a small body of material, details in the cases allow for the reconstruction of the credit contract; the social relationships that underpinned economic exchanges and the disputes which followed when debts went unpaid. Those cases tried before an ecclesiastical authority with extensive descriptive detail as to how credit operated have been largely ignored and a social history of credit and debt has yet to be advanced in the historiography of late medieval England.\footnote{Phillipp R. Schofield, ‘Credit and debt in medieval England: Introduction’, Credit and Debt in Medieval England c. 1180-1350, (Oxford, 2002), p. 3.}

The history of credit in the early modern period has explored the notion of credit as a means of conveying the value of an individual not just monetarily but socially. Craig Muldrew has pioneered an approach to the social history of credit that has placed emphasis on the changing language of credit and trust as an indicator of attitudes towards economic agency in society.\footnote{Craig Muldrew, ‘Interpreting the market: the ethics of credit and community relations in early modern England’, Social History, 2, (May, 1993), 163-183, 181.} Placing emphasis on the language of credit Muldrew has identified in the sixteenth and seventeenth centuries a moral economy in which trust and cooperation dominated buying and selling as opposed to that language of individualism associated with a free market. In his book, The Economy of Obligation, Muldrew identifies a circulating language of judgement, that ‘currency of reputation’, that conveyed the trustworthiness of a household deeply enmeshed in long chains of credit.\footnote{Craig Muldrew, The Economy of Obligation: The Culture of Credit and Social Relations in Early Modern England, (Basingstoke, 1998), p. 2.} The expansion of market activity in the sixteenth and seventeenth centuries, rather than contribute to economic individualism, placed a greater emphasis on the imperative need to maintain trust and uphold obligations in a discourse of neighbourly reciprocity.\footnote{Muldrew, ‘Interpreting the market’, 169.} Identifying a moral economy in which buying and selling was rarely fulfilled with coin or supported by legally binding instruments has highlighted the significance of reputation in the early modern market. Alexandra Shepard’s work on the descriptive

\begin{itemize}
  \item \footnote{Craig Muldrew, ‘Interpreting the market: the ethics of credit and community relations in early modern England’, Social History, 2, (May, 1993), 163-183, 181.}
  \item \footnote{Craig Muldrew, The Economy of Obligation: The Culture of Credit and Social Relations in Early Modern England, (Basingstoke, 1998), p. 2.}
  \item \footnote{Muldrew, ‘Interpreting the market’, 169.}
\end{itemize}
language of creditworthiness and personal worth in the courts of the sixteenth and seventeenth centuries, *Accounting for Oneself*, has done much to highlight the practical implications of a reputation oriented economy. Testimonies at court in the sixteenth century attesting to good ‘common fame’ used values of goods, land, assets and credits as indicators of the trustworthiness and reliability of those taking oath at court.11

The persistence of social relationships and interpersonal networks in monetised markets has become a central feature of early modern and modern social histories of credit and debt. Both Margot C. Finn in *The Character of Credit* and Deborah Valenze in *The Social Life of Money* have incorporated sociological and anthropological understandings of the gift economy in their histories of monetary exchange in the eighteenth-century English consumer revolution.12 Focusing on credit extended in shops, Finn has argued that the sociable functions of exchange often attributed to pre-monetary societies persisted in the relationships forged between retailers and shoppers. The notions of reciprocity and mutual trust that underpin gift exchange as highlighted most famously by Mauss, but explored for early modern exchange in the works of Natalie Zemon Davis in *The Gift* and Ilana Krausman Ben-Amos in *The Culture of Giving*, were heightened as the ubiquity of credit at all levels of market exchange increased awareness of the precariousness of the extensive webs of interdependency in credit agreements.13 For the history of the sixteenth and seventeenth centuries ‘credit’ is imbued with all its social connotations. Phillipp Schofield has described this historiographical approach as ‘one or two degrees removed from the direct study of indebtedness’, the forms of credit and the instruments and institutions established to facilitate its exchange which have remained


the predominant focus of medieval literature. The social and cultural histories of credit in the early modern period have identified significant continuities in attitudes towards borrowing and lending. Rather than a transition towards a culturally disembedded market economy the works of Laurence Fontaine, Craig Muldrew, Ilana Krausman Ben-Amos and James Davis have all identified a market in which the reputation of buyer and seller continued to play an important role in exchange despite the increasing monetisation of the economy. Yet the role of reputation in the everyday credit of the fifteenth century has received little historical attention despite the wealth of evidence available in church court records highlighting the sociability of credit.

This divergence in historiographical approaches does not simply mark a departure in language and focus but has in itself produced a narrative in which the fifteenth century remains an age of transition. Muldrew argued that the language of credit and commerce in the early modern period reconfigured individualism as socially beneficial. He produces a model of moral economy in which individualistic contracts were more normative than previously suggested by E.P. Thompson. The market of the sixteenth and seventeenth centuries was thus fundamentally moral. The language of reputation shaped by the Reformation invoked morality, conflating wealth and worth and regulating self-interest in the market. The fifteenth century was instead, according to Muldrew, a society in which there existed an assumed state of natural sociability founded on universal medieval Christian values of love and ritual. It is a narrative of transition also found in the work of Wrightson who suggests that the extent of commercialisation in the medieval economy was limited and markets bound by the ethics of the Church which


17 Muldrew, Economy of Obligation, p. 203.
admonished profits.\textsuperscript{18} There thus persists in the historiography of the early modern period a notion of a transition from an economy subordinate to ethics and morality to one in which a discourse of morality was invoked in order to regulate practices in the marketplace, placing emphasis on trust and honour in credit transactions.

The research questions within this study are driven by this disjunction in historiographical focus taking questions asked about the sociability of credit in the early modern period and applying them to the late medieval. This thesis focuses on those borrowing and lending relationships, as in the case of Harrison and Papedy, often excluded from the larger narrative of mercantile credit networks in late medieval England. Focusing on those pleas which contested debt before an ecclesiastical authority, the thesis utilises material unusually detailed when compared to the secular courts of the late medieval period. The depositions of witnesses allow for a reconstruction of credit agreements in the fifteenth century and, in particular, an analysis of that language used to describe trust and reputation on which the agreements were so often sworn. This thesis explores the relationship between legal institutions and codes in the ecclesiastical courts and the language of credit. It argues that the language of trust and obligation attributed to the early modern credit economy is to be found in an ecclesiastical legal tradition of oath taking and the rituals associated with gift economy made legally binding by the presence of witnesses. By focusing on the impact of the legal code on the language used to describe credit at court, and in turn shape attitudes towards borrowing and lending at the marketplace, the argument highlights the significance of legal institutions in the culture of credit. Furthermore it identifies the impact of reforms in secular courts and changing preferences for legal forums at the close of the medieval period on the archival record. It questions whether the increase in debt litigation in secular courts and the rise of pleas of defamation in the ecclesiastical courts is truly indicative of an increasingly litigious culture in early modern England.

\textsuperscript{18} Wrightson, \textit{Earthly Necessities}, p. 29.
Whether these shifts in presentment figures were in response to a need to protect reputation in light of longer chains of indebtedness and new moralities in the market or a rationalisation of legal forums at the close of the fifteenth century. Legal institutions played an active role in shaping not only attitudes towards credit, producing a language of trust and reputation associated with oaths and contracts in the fifteenth century, but also the body of evidence available in the archive.
An Age of Transition?

The fifteenth century has been denoted a significant period of transition, marking the close of the medieval moral economy, regarded as antagonistic to individual economic growth and acquisitiveness, and the beginning of a period of economic change, in which individualism and free markets were justified by a Protestant ethic. The modelling of the medieval economy has significant implications for the history of credit. Classical economic models to describe behaviour and practices at the marketplace are largely reductionist. The search for a prime mover, be it monetisation and modes of production in Marxist history, the pressures of population on production in demographic models or the role of markets in a process of commercialisation, assumes all other variables to be static. Credit was conducted via interpersonal exchange and was governed by shared notions of market morality. It was enforced through a language of trust and obligation that invoked those practices and ethics of the marketplace. These transactions are not fixed variables as supposed in the models of the medieval market. Actors were not predictable and contracts were not always freely entered into by independent economic agents. Classical supermodels of economics thus leave little room for the social history of credit. This chapter considers those theorems that have attempted to model the middle ages, in particular the economy and markets of the later medieval period. In doing so it seeks to outline approaches to the market and the ways in which the fifteenth century has been cast as a period of transition. Placing too great an emphasis on the period as one of transition heightens the dichotomies between a moral and individualistic market ethic. It assumes a trajectory towards a free market.


3 Muldrew, ‘Interpreting the Market’.
increasingly disembedded from culture and society.\textsuperscript{4} Credit in the fifteenth century, in particular the means by which it was contracted and the institutions through which it was regulated, highlights the coexistent of both a moral and market economy. The two concepts are not as dichotomous as suggested by those models purporting an ‘age of transition’.

Of those overarching models describing economic change in the medieval economy it is the approach of Marxist historians that accord the fifteenth century greatest importance as a period of transition. Karl Marx identified the collapse of feudal society as the precursor to a capitalist economy:

‘The economic structure of capitalist society has grown out of the economic structure of feudal society. The dissolution of the latter set free the elements of the former’.\textsuperscript{5}

It is then in the latter part of the fifteenth century and the beginnings of the sixteenth, that Marx found a transition towards a capitalist mode of production.\textsuperscript{6} Subsequent Marxist approaches to modelling the middle ages have continued to place great emphasis on social relations and the land market. In particular the commutation of feudal dues to monetary rents is cited as the underlying factor in the transition towards a monetised economy and a market driven by commodity production. Robert Brenner’s discussion of agrarian land markets, in a paper in 1982, claimed that feudal modes of production maintained ‘social property systems’ which bolstered an economy geared towards involution. It was the commutation of labour rent to monetary rents which, Brenner claimed, allowed for peasant retention of the production surplus and in turn provided


\textsuperscript{6} Marx, ‘Chapter 26’, p. 297.
stimulus for competition in a free market.7 Maurice Dobb, also identified class relations
as the prime mover in the transition towards a monetary economy. He claimed that
peasant resistance to pressures from landlords to extract surplus ‘laid the basis for some
accumulation of capital within the petty mode of production itself; and hence for the start of a
process of class differentiation within the economy of small producers’.8 It is this ‘unfettered
commodity production’ and the uneven concentration of moneyed wealth amongst a
disparate peasantry during the fifteenth century which has led many Marxist historians,
most notably in the collection *The Transition from Feudalism to Capitalism*, to find in this
century the pre-conditions for capitalist modes of production.

The identification of monetisation as a force for modernisation and as a destructive
element in the breakdown of medieval redistribution methods in the manorial system
has been echoed in the works of R. H. Tawney. Tawney’s work on transitions in land
tenure and agricultural production, *The Agrarian Problem in the Sixteenth Century*, saw
closure of open field systems in the period 1440-1660 as a stimulus to class conflict
between tenant and lords and the dislocation of the peasant subsistence farmer from his
small holding.9 Capitalism is thus identified by a social system characterised by economic
and social polarisation in which a group of entrepreneurial peasant producers are able to
employ wage labour and consolidate land holdings in an effort to pursue profits.10

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1982), 16-113. For an earlier debate on the nature of land tenure and differences between
copyhold and freehold in medieval Europe see Robert Brenner, ‘Agrarian Class Structure and
Economic Development in Pre-Industrial Europe’, *Past & Present*, 70 (1976), 30-75, Patricia
Coot and David Parker, ‘Agrarian Class Structure and Economic Development’, *Past & Present*,

8 Maurice Dobb, ‘From Feudalism to Capitalism’, *The Transition from Feudalism to Capitalism*,


10 Chris Dyer, ‘Were There Any Capitalists in Fifteenth-Century England?’, *Enterprise and
Within these models charting a transition from feudalism to capitalism, feudal modes of production are considered inherently obstructive to commercial trade. It was only with the emergence of a monetised economy that feudalism collapsed allowing for the emergence of economic individualism and the accumulation of capital. When Karl Polanyi wrote of the ‘great transformation’ as a one from society in which the economy was embedded in social relations to one in which social relations were embedded in the economy, he promulgated that teleological narrative of a transition from the medieval feudal economy to an early modern notion of self-interest. Although he did not identify a market economy, that is a free market in which prices were dictated by supply and demand without regulation, emerging until the nineteenth century, Polanyi argued that the rules and regulations that dominated the marketplaces of the medieval period were gradually eroded in the early modern. The economic system of the medieval period was, according to Polanyi, ‘a mere function of social organization’ in which the idea of profit was barred and the propensity to ‘barter, truck, and exchange’, as described by Adam Smith, was non-existent.

Locating that ‘great transformation’ towards a market economy at a point in which the market acts as an adjunct to society, free of regulation, the transition is found in the separation of politics and markets. This notion of individualism as a signifier of a free market and modern economy has been widely accepted, though the point at which economic individualism emerged remains contested. Alan Macfarlane’s study of English individualism refuted Polanyi’s notion of a transition in the industrial revolution and instead located an economically individualistic peasantry in thirteenth-century England: ‘it is not possible to find a time when an Englishman did not stand alone. Symbolized

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and shaped by his ego-centred kinship system, he stood in the centre of his world.\textsuperscript{14}

Though locating this change much later, the \textit{Great Transformation} has created a narrative of transition from rudimentary markets in which social considerations took precedence over profits and freely determined prices, to one in which a society’s best interests were served by a free market and the pursuit of individual wealth.

The application of classical economic models and the pursuit of a prime mover identifies the fifteenth century as one of protracted decline and stagnation. When Postan modelled the economic transition in late medieval England he ascribed little positivity to the markets of the fifteenth century and questioned the lasting impact of commercialisation. Postan drew sharp divisions between market practices in towns and redistributive modes of exchange in rural communities governed by feudalism.\textsuperscript{15} The town is thus abstracted from the feudal hierarchy through which it was structured and governed. Earlier indicators of commercial development in feudal society in the thirteenth century, such as subtenants exercising legal rights in manor courts or the increased number of artisans in nucleated urban centres, are also largely ignored.\textsuperscript{16} Postan’s focus on demographic factors in the tradition of Ricardo and Malthus placed greater emphasis on population in driving demand for goods resulting in the commercial revolution of the twelfth and thirteenth centuries.\textsuperscript{17} Population as a prime mover inevitably casts market development in a cyclical motion as markets, prices and production were dictated by the rise and fall of population and its demands for land and produce. The decline in population after the Black Death of the fourteenth century thus

\begin{footnotesize}
\begin{enumerate}
\item Postan, \textit{The Medieval Economy}.
\end{enumerate}
\end{footnotesize}
resulted in an agricultural slump with lands left untenanted and markets abandoned as demand for cereal declined.\(^\text{18}\) The fifteenth century was, according to Postan, ‘an age of recession, arrested economic development and declining national income’.\(^\text{19}\)

The extent of the ‘decline’ experienced in fifteenth-century England is however, difficult to measure. The works of Miskimin and Lopez have identified an overall trend for economic depression across late medieval Europe. The medieval economy from the mid tenth through to the mid fourteenth century was characterised, they argue, by ‘colonization, commercialization, technological progress’ aided by a growing population that also benefited from a rise in living standards.\(^\text{20}\) The fifteenth century was a period in which population and therefore demand and production decreased, characterising the late medieval period as one of decline.\(^\text{21}\) Extrapolating their model to account for movements in the economy across medieval Europe, they argue that the evidence for recovery in some cities and the emergence of new centres of trade did not counteract the general trend for decline. In particular in England when taking into consideration the decrease in value of the English currency, trade figures indicate that the rate of recovery from 1405-8 was just 66 per cent.\(^\text{22}\) This rather contradicts the work of A. R. Bridbury which had argued a process towards urbanisation offset rural decline, attributing to the fifteenth-century urban economy far more ‘buoyancy and resilience’ than previously thought.\(^\text{23}\)


\(^{19}\) Postan, ‘Revisions’, 161.


The figures for decline are however, problematic and have been challenged by Carlo Cipolla who highlighted the inability of the authors to accurately model *per capita* incomes which are essential to determine rates of growth in the economy.\textsuperscript{24} The estimates of N. J. Mayhew for a national income point in the opposite direction, with a decline in population in the late fifteenth century increasing the amount of *coin* *per caput* and the national income *per capita*, despite a decrease in national income.\textsuperscript{25} Modelling the monetisation of the medieval economy is dependent upon estimates of *coin* in circulation, population and the price level. Mayhew himself even draws attention to the possible variance in figures.\textsuperscript{26} The same is true of the evidence when charting growth and decline in cities in late medieval England. Bridbury’s argument for economic growth in the later medieval period led to a subsequent debate over the reliability of the urban evidence for growth and decline, in particular how best to measure ‘growth’.\textsuperscript{27} A comparison of the lay subsidies for towns in Lincolnshire in 1334 with those of 1524 attest to an increasing proportion of England’s taxable wealth held by urban centres when compared to surrounding rural regions, indicative of a process of urbanisation.\textsuperscript{28} Yet the same documents reveal a decline in tax payments from those same cities supporting a picture of stagnation or even decline similar to that described in petitions to lower the fee farms of Hull and Grimsby.\textsuperscript{29} What the debate highlighted most significantly is that measuring economic prosperity is problematic. Decline can be measured against levels of trade and prosperity as previously experienced and recorded in the lay subsidies or against the fortunes of neighbouring towns and the evidence for

\textsuperscript{24} Carlo Cipolla, ‘Economic Depression of the Renaissance?: I’, *The Economic History Review*, 16, 3, 519-524, 524.


\textsuperscript{26} Mayhew, ‘Modelling Medieval Monetisation’, p. 72.


\textsuperscript{29} Rigby, *Medieval Grimsby*, pp. 141-142.
growth found in those flourishing centres of cloth production. The model of commercialisation thus accounts for both decline and growth as different cities and trades experienced different economic trajectories. Significantly, ‘contraction was not necessarily commensurate with decline’.  

The model of commercialisation addresses those debates of the 70s and 80s that challenged Postan’s pessimistic view of the fifteenth-century economy. As claimed by Bolton there was no one English economy but rather a series of regional economies within which individual cities may have experienced prosperity or decline in line with, or contradictory to, the economic fortunes of the region. Whilst there was no universal growth in the fifteenth century neither was there universal decline. The overall trend across the period was towards urbanisation with major centres in the south east and west, such as London, Norwich and Exeter, experiencing considerable population increases when compared with figures from 1086, suggesting not only a recovery from their peak in the thirteenth century but a dominating urban presence over dwindling provincial centres established during the thirteenth-century surge in market charters. Current trends in modelling the economy of the late middle ages have highlighted through micro historical analyses the variance in experiences of that process of economic decline in the fifteenth century, highlighting an overall trend towards commercialisation, marking the period as one ‘incorporating both factors of decline and prosperity’.

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Demographic factors were not the sole determinant of social change. Instead the population responded to the market, with increased family incomes resulting in a growth in population. According to John Langdon and James Masschaele there existed a positive feedback mechanism between producers and consumers in which fertility and marriage rates rose in accordance with economic prosperity offered by the market and the entrepreneurs operating within it. By refocusing attention on the attributes of individuals within the economic system, producers and consumers, the argument attributes a degree of agency to the economic choices of individuals rather than casting the medieval peasant as a ‘victim’ of uncontrollable forces in an increasingly monetised economy. Whilst the impacts of population movements which left many villages and rural market towns in the late fourteenth and early fifteenth century desolate are highly contested, even amongst proponents of a trend towards commercialisation, Dyer’s research into the marked abandonment of villages in the west Midlands has argued for a process of ‘nucleation’ which saw well established centres absorb inhabitants from the peripheries. The coalescence of settlements not only produced more centralised market areas but left virgates open for consolidation by acquisitive peasants, producing the basis for large capitalist farming ventures which characterised sheep farming in the Midlands in the fifteenth and sixteenth century. Social relations between tenants, landlords, employees and employers were affected by supply and demand because the English economy 'had attained such a degree of commercialisation, and the institutions were so well developed'.

35 Langdon and Masschaele, ‘Commercial Activity’, 81.
Whilst both Bolton and Dyer have cited this population movement as the economic bolstering of more sustainable growth in larger towns, Britnell contested the notion that the formal trade of smaller centres was simply relocating to larger neighbouring markets; ‘To offset the disappearance of minor markets the trade of those that survived would have had to increase. It more commonly declined, and this argues against the idea that trade was simply relocating from small markets to big ones.’

However, the level of trade to which Britnell refers is not easily ascertained. Defining commercialisation as ‘the production of surpluses for sale on the market’, Hilton pointed to the volume of daily transactions, both formal and informal, which went unrecorded but nevertheless contributed to the spread of simple commodity production and consumption at the base of society.

Rather than charting a decrease in trade transactions, the decline in recorded market activity passing through formal market centres, from evidence from lay subsidies and toll charges, could be indicative of the decline of seigneurial control over markets and the emergence of the economically powerful peasant exercising choice over where and how to sell produce preferring to trade in smaller local markets or through local networks outside of the regulated space of the marketplace.

The establishment of smaller trading centres on the peripheries of well established market towns highlights the undercurrent of local trade and the shift in power from manorial lords to well established peasant producers who were coming to take on more decisions in the economic processes. The study of official markets is thus not an accurate depiction of market activity itself but rather the rise and subsequent contraction of seigneurial lordship. Taking into account that growing volume of trade which by-passed formal marketing structures over the course of the fourteenth and fifteenth centuries there appears a trend towards commercialisation, that is a greater production of surplus for the market and the development of more sophisticated


regulations of formal and informal trade, that ‘is consistent with a firmer distinction in the sixteenth century between ‘public’ and ‘private’ marketing’. 41 Although accurately quantifying the impact of levels of informal trade is not possible, Dyer has postulated that with the advent of larger farms based on consolidated holdings, levels of production per household increased despite the population decline in the fourteenth and fifteenth centuries. 42

Levels of ubiquitous rural trade outside of those formally regulated market spaces thus ‘oiled the wheels of commerce’. 43 Though the model of commercialisation still purports a theory of transition based on a cyclical feedback mechanism between population and markets it does account for those fundamental cultural shifts which altered understandings of money even as levels of coin decreased and availability of credit shifted. Markets and the infrastructure that had supported trade in the twelfth and thirteenth century commercial growth, including roads, regulations and the law, continued to support trade in the fifteenth century. As trade relocated from fairs and markets to permanent centres market rules and regulations spread a language of right economic behaviour and fair market ethics. 44 The legislation of the marketplace informed trade that bypassed formal marketing structures and produced a rural economy more deeply rooted in the language and practices of the market. The peasant society in Hinderclay, Suffolk, was embedded in the courts where debt litigation formed the staple hearing and the rural society of the Cambridgeshire villages was rife with borrowers and lenders exerting a desire to invest wisely. 45

42 Dyer, Age of Transition.
45 Schofield, Peasant and Community, Briggs, Credit and Village Society.
The identification of a prime mover in order to achieve lucidity and consistency in an overarching narrative of economic change inevitably sacrifices detail. Micro historical analyses attesting to a varied experience of economic exchange and patterns of both growth and decline are ignored, invariably producing histories exhibiting ‘simplicity and artificiality’. Commercialisation as an explanatory model for the fifteenth century encompasses the experiences of both rural and urban markets with both demonstrating an increasing propensity to engage in a wider credit network that looked toward profit and gain. The propensity to lend was informed by the commercial laws that were routinely announced and disseminated at the marketplace. Yet they were also concerned with social and cultural obligations and were regulated too by the informal institutions of reputation and trust. Attitudes towards borrowing and lending, interest, monopolies and neighbourliness all informed credit practices both at the marketplace and those that by-passed formal marketing structures. There was then a dialectical relationship between those practices on the peripheries and those in the established market centres that contributed to that process of commercialisation that propelled the development of markets in the fifteenth century and the instruments and legislation used to regulate market activity.

The Morality of the Market

Polanyi’s approach identifying the cultural embeddedness of markets places greater emphasis on market behaviours as opposed to the forces of classical economics, wages, price and labour. It is an approach which underlies much economic anthropology that looks to the social and cultural institutions that shaped market interactions. Significantly the exploration of both formal and informal trade and the institutions that regulated market behaviour highlights that trend towards commercialisation across the

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46 Hatcher and Bailey, *Modelling the Middle Ages*, p. 208.


medieval period. It was a market in which, according to David Graeber, the institutions of commercial markets and the Church merged, producing a market in which ‘monetary transactions were increasingly carried out through social networks defined and regulated by those same world religions’.

Far from constraining economic activity, the embeddedness of the market in the religious teachings of the Church led to ‘a flowering of institutions premised on a much higher degree of social trust’.

Medieval markets, though embedded within social and cultural controls, were not confined by regulations or void of self-interest. Rather those maxims that sought to curb monopolies, limit profits and condemn avarice were imposed in response to an economic acquisitiveness at the marketplace. The moral economy of medieval England, much like that identified by Muldrew for the early modern, was one in which individualistic contractual relations were much more ‘normative’ than previously considered in the approach of E.P. Thompson.

Rather than a free market emerging as it becomes increasingly disembedded from culture and society, the works of James Davis and Martha C. Howell, have identified in the late medieval economy a market which, though bound by social norms and cultural dictates, displayed a capitalist understanding of commerce and trade. The moral economy of late medieval England came to incorporate merchants and justified mercantile trade and the pursuit of profits as beneficial to wider society. A culturally embedded market responded to the demands of trade and justified in literature, liturgy and market rules and regulations the ethics and

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51 Davis, Medieval Market Morality, p. 448.


53 Martha C. Howell, Commerce Before Capitalism 1300-1600, (Cambridge, 2010), Davis, Medieval Market Morality.

54 Howell, Commerce Before Capitalism, p. 361.
practices of a commercialised society. A moral economy was thus not antithetical to those traits of a free market and commercialised society. Indeed in the work of Jack Goody the idea that culturally embedded markets are somehow a signifier of backward economic attitudes promotes the idea of the ‘West at the expense of the Rest’.\footnote{55} Culture in economics has too often been understood as deep rooted thoughts and practices resulting in irrational market behaviour. Key to understanding the morality of the marketplace is to accept that culture is not separable from economics but ‘is part of it and its rationality’.\footnote{56}

The study of credit relations in particular has undermined the notion of a transition from a moral economy to one dominated by individualistic contractual relations. The works of Muldrew and Fontaine have identified a credit economy in which credit contracts were founded on trust and governed by reputation.\footnote{57} The approach of Muldrew’s study of credit in particular has argued that the justification for market behaviour marked not the rise of individualism as envisaged by Polanyi but a reorientation of notions of community around a competing market of interdependent households in response to market expansion and increasingly long chains of credit and indebtedness. Debt, though a signifier of impoverishment, bound whole communities. It brought with it a set of rights and duties between creditors and debtors that cemented community membership, creating long chains of dependence.\footnote{58} In these studies of the morality of the credit economy, the relationship between creditor and debtor is recast in that of the giver and receiver in gift exchange. In Ben-Amos’ \textit{The Culture of Giving}, credit agreements are taken as an example of ‘a particularly distinctive case in which market exchange and informal support merged’\footnote{59} Many of those cultivators to the obligation to

\footnote{57} Muldrew, ‘Interpreting the market’, 169.
\footnote{58} Fontaine, \textit{Moral Economy}, p. 60.
\footnote{59} Ben-Amos, \textit{The Culture of Giving}, p. 12.
give identified by Ben-Amos, in particular the importance attached to honour and reputation, were invoked in credit exchange. Reneging on an agreement, failing to pay debts owed or charging too high a rate of interest all impinged on the reputation of an individual and lessened their ability to buy on credit in the market.\textsuperscript{60} Those long chains of dependence identified by Muldrew and Fontaine were characterised by notions of reciprocity.

The study of credit relies on those documents of debt litigation in the courts yet the relationship between the morals that governed market behaviour and the laws and institutions that regulated credit and debt are complex. The work of North and Thomas on institutions in the development of commercial markets has explored the impact of formal institutions on economic development, identifying efficient economic organisation as the key to commercial growth; 'efficient organization entails the establishment of institutional arrangements and property rights that create an incentive to channel individual economic effort into into activities that that bring the private rate of return close to the social rate of return'.\textsuperscript{61} In the move towards an increasingly capitalist economy institutions evolved and developed that facilitated the lowest transaction costs. These formal institutions however do not sit outside the culture of the marketplace.

\textsuperscript{60} Ben-Amos, \textit{The Culture of Giving}.

contours that constrain the way in which the rules and regulations are specified and
enforcement is carried out.62

Interrelated components that make up an institution are characteristic of the individuals
of a society and as societies alter so too do those behavioural codes and social norms
that defined the parameters of formal institutions. The newly emerging institutions that
governed transactions were informed by those past institutions, formal and informal:

‘Rules, beliefs, and norms inherited from the past constitute and reflect individuals’
shared cognitive models; they are embodied in these individuals’ preferences and
concepts of self; and they constitute commonly known beliefs about expected,
normative, and socially accepted behaviour’.63

Informal and formal institutions not only informed one another, producing a shared
language of right economic behaviour that defined the parameters of legislation, but
developed in tandem having a shared cultural heritage. Greif’s study of trading groups in
the eleventh and twelfth centuries has highlighted the importance of culture in
determining institutional structures.64 Much like the markets they regulated formal
institutions were, too, culturally embedded.

James Davis’ study of medieval market morality, the ethics and laws that governed the
marketplace in medieval England, has highlighted the relationship between cultural
norms, market ethics and the rules of the marketplace. Much like the work of Muldrew
that identifies those culturally embedded norms and social networks that accompanied
and reinforced formal contracts, Davis' work finds in the medieval economy the

Institutional Economics: A Symposium, (1984), 7-17, 8.

63 Avner Greif, Institutions and the Path to the Modern Economy: Lessons from Medieval Trade,

64 Avner Greif, ‘Cultural Beliefs and the Organization of Society: A Historical and Theoretical
912-950.
coexistence of formal and informal means of market regulation. Those formal institutions of law and regulation as identified by North were, Davis argues, embedded within more traditional institutions including the Church. Yet this did not run contradictory to ideals of economic individualism and from the thirteenth century Davis identifies an ecclesiastical liturgy more favourable to profits in the marketplace. Rather than a clear transition towards increasingly efficient formal institutions, the exploration of Christian morality demonstrates the shared cultural heritage of informal institutions that continued to have a longevity, impacting market ethics and morality into the sixteenth and seventeenth centuries. Far from a clear development towards increasingly efficient institutions that lowered transaction costs as purported by North there existed a ‘continual flux and realignment in ideology, laws and behaviour, with moral commentary often lagging behind the reality of economic circumstances’. The study of medieval market morality thus needs to consider the interdependence of formal institutions and shared culture in shaping market behaviour.

This study of credit and debt in the fifteenth century explores attitudes towards borrowing and lending in light of the institutions that formed the cultural and social norms at the marketplace. In particular the study focuses on the impact of legal institutions and the ecclesiastical courts on the language used to describe credit, debt and the social relationships behind the agreements in a reputation based economy. The history of credit is not simply one of economics as traditionally understood, prices, population and trade, but is instead a story of social and cultural history shaped by the legal institutions in which credit and debt were pursued. A history of credit in the fifteenth century without consideration of the courts that bolstered trust in the credit economy and shaped the legal language in which it was contracted and contested, would be incomplete.

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Credit and the Courts

Legal institutions had a profound impact on credit in the fifteenth century. The law, as claimed by Anthony Musson, was not simply an external mechanism regulating daily life but ‘part of the way in which social relations were actually lived and experienced’. As the law was informed by the cultural and behavioural norms that regulated social relationships and market exchange, so too were informal institutions shaped by the law. The church courts, evidence from which forms the basis of the closing three chapters, were culturally embedded. The Church had limited authority to enforce repayments on contracts that were temporal and instead relied on spiritual sanctions and the damage done to a good reputation in the market to illicit a payment. The language used to describe credit relations in the legal documents of the trial, in pleas and proceedings as well as summons to court read aloud at church and market centres, touched the lives of all in late medieval society. Litigation spoke of trust, reputation and honour as individuals testified to good character and honest living. This language of trust and faith in credit characterised litigation and perpetuated that culture of oath taking practised in the marketplace and enforced at court.

The records of ecclesiastical courts give a key insight into that language of trust used when agreeing credit in the late medieval market. Significantly the amounts tried before these courts are, on average, relatively low when compared against the larger sums pursued in mercantile courts of the Merchant Statute Staple and London Grocer’s Company. In 1483 the average sum pursued in Canterbury was 12s 1d with a range of 12d through to £6 6s 6d. Pleas of breach of faith were, over the course of the fifteenth century, a forum for petty debt litigation. The pattern is true across

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ecclesiastical authorities with a mean of 13s tried in the court of Hereford in 1492 and 8s 1d at the commissary court of London in 1463. The prebendal court of Ripon in the Archdiocese of York follows the same pattern and in 1460 the mean amount pursued in the court was 3s and 3d. Focusing on ecclesiastical courts thus not only allows an analysis of how credit was agreed and contested in the fifteenth century, through the details of the depositions, but also gives access to those small scale credit agreements often assumed of the late medieval marketplace but ordinarily hidden from the historical record. Those informal practices of handshakes, oaths and promises that characterised the day-to-day buying and selling at the marketplace are made visible in the ecclesiastical court records by the legal code of the church which accepted witness testimonies as proof to oral contracts made on oath. Often overlooked and underused, these church court records are invaluable to the social history of the late medieval credit.

This study of the sociability of credit is based on those records of the ecclesiastical courts within the jurisdiction of York Minster. Detailed depositions are located within the cause papers of the consistory court of York, forming one of the bishop’s courts held in the Minster. The approach adopted in this thesis towards the sources is one which situates them within their specific legal framework and understands them as part of, and contributing to, a wider network of courts both secular and ecclesiastical. In recognising the plurality of routes open to a plaintiff the study ascribes agency to those actors in the courts. Particularly in the detailed instances brought before the ecclesiastical courts the approach to the language used is to see it as more than legal formulae. The legal code of the courts was founded on common law and shaped by custom. The decision of plaintiffs, witnesses and defendants to frame credit in the legal language of the court and to reiterate it in testaments is reflective of this dialectical relationship between those formal institutions of the law and the informal institutions of human behaviour. The legal procedure itself provided a stage on which the reputation based

economy might be played out, characters were attested to in processes of compurgation, neighbours and friends judged in issues of arbitration and whole communities witnessed the parade of parties before the judge. The cause papers attached to the cases are filed in the archive of the Borthwick Institute of York and have been catalogued in a searchable database. The cases in which debts appear fall under three main categories; plea of breach of faith, issues of testamentary where outstanding debts and credits in a last will and testament have been contested and pleas of defamation usually attached to an accusation of a secular crime such as fraud or theft. Each type of case had a particular legal code that defined the parameters of the plea in order for the case to be heard before the ecclesiastical court as opposed to a secular authority. As such the pleas are handled individually within this study so that the language of the case might be better understood in relation to the legal terminology specific to the type of plea.

Attempting a study of credit through an analysis of debt litigation is problematic. Those cases of disputed payments that appear in the court records are representative only of credit contracts that collapsed or where payments for goods were disputed. It is a small percentage of all those credit agreements made in the marketplace which were routinely settled without dispute or delay. Out of court settlements were also widely practiced. The process of arbitration at the initial point of citation encouraged out of court settlements and many instances were dropped after the first hearing. Household accounts and those of peddlers and shopkeepers, though rare, do also point to informal settlements routinely agreed when sums were disputed without recourse to the courts.71 The records we have for debt litigation are just a small percentage of all credit contracted and are by their nature reflective of those instances in which heated disputes or lengthy litigation procedures dragged out animosities.72 Those instances of pleas of breach of faith recorded in the appeal process at the consistory court record

71 Fontaine, Moral Economy, p. 250.
significantly higher sums than those presented in the initial citations in the lower ecclesiastical jurisdictions. The costs associated with an appeal would mean the sum recovered in the debt had to be worth pursuing. In those pleas of breach of faith heard in the consistory court the sums pursued range from 12s through to £50 19s 12d. When looking at the archive the historian is directed ‘by chance, influenced by the survival of papers and organization of the archives’. Working from litigation we are inevitably recreating a history of the trials of debt litigation and not a history of credit in itself. This study is thus as much about the way in which the church courts shaped a language of credit and debt through litigation as it is a study of credit, its extension and the social relationships that underpinned it.

Whilst images of the late medieval marketplace abound with depictions of women buying and selling at the market they certainly do not appear in vast numbers before the church courts as litigants in suits of debt. In the church courts of Essex only 10 per cent of litigants were female and in pleas contesting debt in the cause papers of York, apart from those cases in which women appeared as executor to a will in issues of testamentary, no women stood as sole litigants before the court despite the depositions indicating they had a more active role in the credit negotiations than implied in the act books. Of those 46 cases concerning debt in the consistory court at York only 8 per cent of plaintiffs were female all of whom appeared as executors to a will in testamentary causes. Yet in secular courts women appear as sole litigants despite laws of coverture attributing the debts of married women to their husbands even in instances in

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which the debt was contracted when single as a *femme sole*.\(^{76}\) In the court of common pleas in London, one fifth of cases concerning debt, detinue and account in the fifteenth century included an independent female litigant.\(^{77}\) In the manorial courts of the manors of Oakington and Horwood in Cambridgeshire women frequently appeared as sole litigants in the thirteenth and fourteenth century.\(^{78}\) Yet over the course of the fifteenth century women steadily disappeared from the courts. Rather than experiencing that ‘golden age’ of economic and legal independence assumed of post plague society, women appear to have been increasingly distanced from the legal system.\(^{79}\) The legal institution thus not only shapes the language of credit through the formulae utilised at court but also the archive. Women were evidently active members of the credit economy yet did not access ecclesiastical courts in the fifteenth century to pursue pleas of breach of faith. The archive of cause papers for the fifteenth century thus presents a limited picture of the sociability of credit to those able and willing to access the courts and those who pursued litigation beyond initial citation at the prebendal courts.

**Structure**

The study is divided into seven chapters which move from a consideration of how best to map credit through the courts in the reconstruction of a ‘creditscape’ of the north of England to a micro historical, qualitative analysis of individual court cases. The first chapter, ‘A Crisis in Credit?’ Credit in the Fifteenth-Century English Economy’, explores the fears over illiquidity that prevailed during the dearth of silver that hampered the


\(^{78}\) Briggs, ‘Empowered or Marginalized?’, 16.

minting of low denomination coins in the fifteenth century. The monetarist identification of a correlation between the available bullion and a contraction in the credit market has been predicated on the mercantile credit registered before the Merchant Statute Staple. The limitations of this model of explanation for the identification of a rural peasant credit economy are considered via an exploration of the quantitative possibilities of the court rolls of the manors of Wakefield and Ampleforth in the north of England. The second chapter, ‘York ‘a city of greate repute”, considers the particular economy of the Yorkshire region and the legal pluralism within the city. It contextualises the cause papers of the consistory court held in York Minster in the wider system of ecclesiastical jurisdiction that operated alongside civic courts. The appearance of debt litigation in the courts of York shifted demonstrating trends in popularity of legal infrastructure. Though debt litigation disappeared from the Merchant Statute Staple it continued to flood the sheriff’s court. Debt litigation in the consistory court forms just a fraction of the debt pursued in the courts of York. Despite its patchy archival record the cause papers reveal an unparalleled insight into the sociability of credit in the late medieval market. Chapter three, ‘Hidden Credit’, looks at those credit agreements hinted at in the cause papers that were agreed amicably and settled regularly without dispute. Testamentary causes highlight the ubiquity of credit as money owed and outstanding were to be reckoned by the executor. Book keeping and household accounts appear to have been common and were drawn upon in the reckoning of wills to prove outstanding payments. Small credits agreed informally were drawn up in tallies and reckoned outside the court. The instances discussed here illuminate that undercurrent of informal credit that propped the smaller everyday purchases on credit at the market.

The remaining chapters of the thesis consider the sociable history of credit that can be read in the cause papers of York. Chapter four, ‘Credit and Neighbourliness’ locates some of the practices of credit within the confines of prevailing attitudes towards community. The dictum to ‘love thy neighbour’ did not prevent the charging of interest on the loans extended in York. Neither did it prevent conflicts between family, friends
and neighbours. Social tensions appear to have escalated in presentments before the court and pleas of debt offered a forum in which social conflicts could be expressed.

The two final chapters consider in isolation the two main pleas before the ecclesiastical courts in which credit and the sociability of credit might be explored. Chapter five considers pleas of breach of faith and discusses the nature of credit agreed on oral promises. The instances in these cause papers reveal the performative customs and rituals that sealed credit agreements and point to the interconnectedness of formal and informal institutions in the late medieval credit economy. The final chapter, ‘Reputation and the Marketplace’, assesses instances of defamation. Brought before the ecclesiastical court when accompanied by an accusation of a secular crime such as theft the associated cause papers reveal the type of language used to describe reputation in the credit economy at the close of the fifteenth century. Individuals accused of theft, reneging on terms of a credit agreement or dealing in clipped coins complained that they were unable to conduct business within their communities and were isolated from their social networks as their reputation was brought into disrepute. The gendering of slander over the early modern period has shown the significance of sexual reputation in particular to females who dominated the church courts of York in cases of defamation after 1600.

With so few female plaintiffs appearing in the fifteenth century the chapter closes with a discussion of the role of women in the credit economy and the significance of a good reputation when faced with a legal system which restricted their autonomy to act as independent borrowers and creditors.

The cause papers of the York Archbishopric are more than simple narratives. They contribute to that wider picture of the function of credit in the late medieval market. It is at this very micro level that we are best placed to recreate the credit economy of late fifteenth-century York. The conclusion, ‘The Sociability of Credit in the Late Medieval Market’, considers the implications of the identification of a sociable credit market in which there existed a circulating currency of reputation. In the credit economy of the fifteenth century there existed a market mentality that at once considered social
obligations and the teachings of the church as well as prices and profits. The fifteenth century is thus not an age of transition towards a free market and an economic rational that advocated individualism. The credit economy of the late medieval period shows not only the coexistence of a moral economy and commercial ethics but shows these concepts to be complimentary, supported by the legal framework of ecclesiastical courts. All markets are after all, as claimed by James Shaw, subject to the ‘shared rules, norms and assumptions that define ‘right’ behaviour’.®

When John Day wrote in 1978 of a ‘great bullion famine’ that cast a dark shadow over the fifteenth-century economy, he countered those arguments of Bridbury that had ascribed to the period a degree of innovation and economic growth. Day’s research outlined the significance of the contraction in silver on coin production and the availability of credit in the late medieval period. His work focused on short term movements in the availability of bullion from mines in eastern Europe and coin produced at the mints. It described a credit economy in the fifteenth century which, despite limited technological advancements in the use of exchangeable bills, was restricted by the amount of coin in circulation. His thesis supported the works of Postan that found in the late medieval period an economy characterised by decline. Yet the focus on coin and monetary policy as an independent factor in the economic process differs significantly from Postan’s emphasis on population. Rather than an increase in coin per caput with the decline in population following the black death, there was a significant shortage of coin in the later fourteenth century and throughout the fifteenth century. Metal prices dipped, coin was debased and counterfeit and token coin was used in place of small change. These trends, Day argued, ‘reinforce the bullionist conviction that the true measure of a country’s economic well-being was its stock in precious metal’. The chronic lack of silver and a shortage of petty coin not only signalled economic stagnation but was in itself a cause of the decline.

The works of Nicholas Mayhew and Pamela Nightingale have subsequently identified a correlation between credit and circulating coin in fifteenth-century England arguing that when coin was in short supply, credit too contracted. The decline in coin and credit has continued to characterise the fifteenth-century economy as one of stagnation as the lack of silver coin leaving the mints restricted the payment of debts so limiting the extension

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of credit. Whilst the model proposed in the work of Nightingale and Mayhew highlights the significance of immediate fluctuations in the coin supply on long-term trends in economic change, the focus on mercantile networks has created an urban centric thesis of economic decline in the fifteenth century. It is a criticism made by Bolton too of the works of Nightingale, Mayhew and Latimer which focus solely on the levels of credit of mercantile groups which appear significantly higher in value than the smaller credits assumed of the rural local marketplace which propped day-to-day buying and selling.\(^3\) Whilst the propensity to lend amongst merchants was certainly impacted by fears over illiquidity, the impact of coins in circulation on small credit agreements is much more difficult to quantify. When looking at rural credit markets through court rolls it is evident that, away from urban centres where mints operated, village economies were far more concerned with local market prices, social obligations and conflicts and were impacted by the efficacy of the local courts more so than the availability of coin.\(^4\)

The quantitative approach to the subject, though useful to the identification of a positive correlation between the propensity to lend and the availability of coin to repay, excludes those informal credit agreements of smaller sums that sustained rural markets. Informal tallies between buyers and sellers at the marketplace that were regularly settled and the systems of credit predicated on payments in kind are noticeably absent from the monetarist account of credit in the fifteenth century. This chapter considers the evidence for the relationship between credit and coin. It begins with an analysis of the role of petty coins and small scale credit in the day-to-day buying and selling at the marketplace. Fears over a lack of silver coin and the quality of petty coin are to be found in petitions to parliament. These attest to the use of counterfeit and token coins in

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periods of a chronic shortage of petty coin. Credit extended in accounts and tallies to meet the requirements of petty trade bypassed the likes of the Statute Staple on which Nightingale’s thesis is predicated. The chapter thus considers the limitations of the Merchant Statute Staple and London Grocer’s Company as evidence for fluctuations in credit across all of late medieval society. In particular the discussion considers the limited role of the public notary in the English judicial system, which leaves a lacuna in the record of credit when compared to those archives found in southern Europe.

Moving to a study of those manorial courts in the north of England where suits of debt were routinely registered, the chapter considers the limitation of evidence from the manor for the quantitative study of credit in rural economies. Whilst the court rolls attest to a credit economy operating outside the considerations that predominated urban mercantile networks, as found by Schofield and Briggs, they do not reveal the true extent of credit transactions in the late medieval marketplace. Ongoing accounts were commonplace for the exchange of goods and, though valued in monetary terms, systems of exchange in kind were commonplace. Regular reckonings of accounts settled any outstanding sums of money owed without recourse to the courts. There is then a dark figure when quantifying the amount of credit in circulation, as credits were agreed and settled informally without the need of the court and bypassed public notaries.

Furthermore the evidence for credit arrives only through instances of failed repayments in debt litigation. An approach to the credit economy which is fixed on the quantities as they appear in the records of the staple does little to tell us about the nature of the credit extended and the social and economic considerations that determined the propensity to lend in small and rural economies. The reconstruction of these encounters goes beyond the data of the mints and reveals attitudes towards credit, money and social obligation.
Credit, Coin and the Bullion Shortage

The lack of silver coin during the fifteenth century contributed to a pan-European period of decline and economic stagnation. John Day writing on the ‘great bullion famine of the fifteenth century first drew attention to a trade deficit generated in the spice trade between Europe and the Levant. Whilst imports from the East such as silk and spice promoted a luxury market in Europe, exports in less valuable unfinished commodities such as copper and tin, generated a disparity in trade, encouraging the flow of coin out of Europe.\(^5\) What is more English coins were overvalued in relation to those on the continent.\(^6\) With a higher bullion content, silver coins in particular drained from the English markets for favourable minting rates in foreign trade. The effects of the movement of coin to the East via the merchants of Italy was exacerbated by a severe bullion shortage. Peter Spufford has extended the bullion famine first identified by Day in the period 1395-1415 to cover the latter part of the fifteenth century. Silver mines in the east of Europe, most significantly mines at Kutna Hora, dried up with no new silver mines founded until after 1460 causing an additional bullion famine that lasted until the close of the medieval period.\(^7\) It is a thesis which, despite having been contradicted by Sussman who challenged the figures for French minting outputs which formed the basis of Day’s thesis, continues in the literature exploring credit and the economy in the late medieval period. In the work of monetarist historians coin, bullion and monetary policy is identified as a prime mover in economic change.\(^8\)

In refuting Postan’s use of the Ricardian model to emphasise demographic change as a prime mover in the medieval economy, Pamela Nightingale has argued that the bullion shortage and accompanying slump in the European money supply acted as an

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independent factor in generating an economic downturn in the mid fifteenth century, causing a sudden contraction in credit. It is a position shared by Nicholas Mayhew who has similarly argued for a ‘special monetary influence’ on prices in the medieval market.\footnote{Mayhew, ‘Prices in England, 6.}

As the output of silver coin recorded in the records of the mints in the period 1440-1449 decreased from 5,360.8 kilograms of silver to just 250.7 kilograms, the amount of credit recorded in the certificates of the London Statute Staple correspondingly decreased from a total of £17,833 to £11,351.\footnote{Pamela Nightingale, ‘England and the European Depression of the Mid-Fifteenth Century’, \textit{Journal of European Economic History}, 3, (1997), 631-656, 640.} Fears over a state of illiquidity and an inability of debtors to repay, caused merchants in London to withhold credit and hoard coin in order to meet future payments and maintain the balance between debts and credit. According to Nightingale it was a knowledge of minting outputs and circulating coin that dictated the levels of credit extended; the greater the availability of coin as mint activity increased, the more likely merchants were to extend credit, confident in the ability of the borrower to repay.

The amount of petty coin leaving the mints did have a significant impact on practices at the marketplace in day-to-day buying and selling. In their book, \textit{The Big Problem of Small Change}, Thomas J. Sargent and François R. Velds address those issues regarding monetary policy and the minting and circulation of petty coin first explored by Carlo Cipolla in 1956. In order to maintain a stable bimetallic monetary supply, petty coins need to have a commodity value lower than their intrinsic value, be limited in supply and provide convertibility to be exchanged for gold on demand.\footnote{Carlo Cipolla, \textit{Money, Prices and Civilization in the Mediterranean World: Fifth to Seventeenth Century}, (Princeton, 1956), p. 27.} Petty coin thus needed to operate as a token coinage backed by confidence in the government to exchange tokens for their value in bullion. Yet throughout the course of the medieval period and beyond, authorities were unable to maintain a monopoly over the money in circulation. Foreign coins, particularly of lower denominations, and black money, circulated as token coinage.
Market prices for gold, silver and copper were in constant flux, forcing governments to enact monetary policies of debasement and devaluation in order to ensure, in the short-term, a supply of petty coins to meet the demands of the market. To understand the problem of small change in a period without fiat money, the model proposed by Sargent and Velds differentiates between large and small value coins when considering demand for money. In this way they are able to extrapolate the complexities existing between large and small value coins; “This allows small coins to be dominated in rate of return by large coins during shortages of small coins. At such times, small coins render more liquidity services than large coins. Then large coins appreciate relative to small coins, so that the resulting capital loss on small coins exactly offset their special liquidity services”. People want to convert metal into coins only if it is profitable to do so. Since silver depreciated as currency it became more valuable as a store of worth by its metallic content. A scarcity of coin reduced investments and spending and subsequently contributed to a decline in the circulation of coin ‘which in itself was equivalent to a further reduction in the available quantity of coin’.

The amount of petty coin leaving the mints was also dependent upon the cost of the minting process. Martin Allen’s study of the mints in England has demonstrated that output, in particular the types of coin minted, was affected by the profits deducted by the master of the mint. In the mid fourteenth century, when the flat rate for minting all coins was introduced at 8d., the office of mint master was occupied by a series of ‘English entrepreneurs’. Yet the flat rate for minting coincided with a decline in the

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minting of lower denomination coins which were more costly to strike.\textsuperscript{17} The relationship between the need of the mint master to generate profit and the lack of petty coin was acknowledged when, in 1445, Parliament recommended that the moneyer receive an extra 10d per pound to cover the additional labour associated with striking the lightweight halfpence and farthings.\textsuperscript{18} When the bullion content of coins was equal in value to its commodity value, the issue of lower denomination coins decreased drastically, causing a chronic shortage of petty coin.\textsuperscript{19}

The problem of small change was widely acknowledged in the fifteenth century. Policies of debasement aimed to increase the amount of petty coins in circulation by reducing the silver content in coins of lower denominations whilst retaining their market value. Debasements caused more petty coins to be minted in the short-term, causing a spike in silver coins yet 'generally the quantity of petty coins in circulation quickly reached a point at which their current value was forced down till it reached the commodity value of the coins. At this point nobody had an interest in striking petty coins'.\textsuperscript{20} Policies of debasement, whilst achieving a greater supply of coin in the short-term, also caused significant damage to the economy; ‘Stable currencies safeguard stable property rights; unstable currencies increase inherent risks of loss of capital. When coins are debased, trust levels decrease; investment plans may be postponed, as chances and rates of repayment become lowered’.\textsuperscript{21} In medieval England the government maintained a policy for ‘sound money’ that avoided the introduction of billon, coins struck from alloy or copper, and outlawed the use of foreign and token coins.\textsuperscript{22} There thus existed a petty

\textsuperscript{17} Allen, \textit{Mints and Money}, p. 178. Philipp Robinson Rössner, `From the Black Death to the New World (c. 1350-1500)’, \textit{Reading Medieval Sources Vol. 1; Money and Coinage in the Middle Ages}, (Leiden, 2019), pp. 151-178, pp. 168-169.

\textsuperscript{18} Allen, \textit{Mints and Money}, p. 179.

\textsuperscript{19} Cipolla, \textit{Money, Prices and Civilization}, p. 28.

\textsuperscript{20} Cipolla, \textit{Money, Prices and Civilization}, p. 32.


\textsuperscript{22} Grierson, \textit{The Coins of Medieval Europe}, pp. 199-200.
coinage with a market value equivalent to its bullion content. When petty coin was limited it could be alleviated only through policies of debasement causing widespread uncertainty in the economy.

The shift to a gold economy and the lack of petty coin had significant implications for those wage labourers who were paid in silver coins of lower denomination. Wages paid at intervals of one, two or three weeks left the need for smaller denominations for daily purchases, ‘both because of the amounts involved and because it is impossible for people to always pay with the exact money’. The lowest denominations of coin in circulation were fractions of the silver penny; the halfpenny and farthing. Archaeological finds have unearthed clipped pennies to represent these fractions, indicative of a limited supply of small change to meet the daily needs for buying and selling. The problem of small change was not new to the fifteenth century. Debasements in the mid fourteenth century aimed to alleviate the shortage of small change by increasing the volume of halfpennies and farthings in circulation. The policies were unsuccessful and subsequent orders against counterfeit and clipped money were rife. In 1402 the commons petitioned the King, claiming there was great ‘mischief amongst the poor people for want of halfpennies and farthings of silver, which were wont to be, and still were, the most profitable money to the said people, but were now so scarce’. The petition admonished a ruling two years earlier which prohibited the use of foreign coins claiming that it was the smaller denominations of Scottish coin, and in some instances tokens of lead, which formed the staple coin of the poor. The lack of silver coin is well documented in the letters of the Paston family over the course of the 1460s. In 1465

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John Paston I, having received a large payment of eight gold nobles for a debt of five silver marks on receiving assurance that ‘gold was bettir payment thanne silver’, wrote to his wife lamenting the lack of silver coin available for day-to-day transactions ‘for I trowe my tennauntes have but litell gold to pay’.27 Despite the shift to a predominantly gold coinage in the early fifteenth century, with 82.7 per cent of total English mint outputs being in gold coin, single archaeological finds suggest that silver remained the currency used on a day-to-day basis.28

Following the unsuccessful reminting of 1422 the northern counties of Yorkshire, Cheshire and Lancashire, amongst others, presented a petition to the King’s exchequer complaining against the lack of coin produced in the royal mint at York, ‘leaving the people of the north to use defective coin’.29 It would appear that these fears over a lack of small change were well founded. Minting outputs suggest that the amount of silver coins in circulation declined rapidly in the early fifteenth century from 5-7s per caput in 1351 to 1-2s per caput in 1422 recovering only marginally to 3-5s per caput in 1470.30 Despite legislation in the opening years of the fifteenth century declaring the clipping of coin to be high treason, repeated legislation throughout the century reasserting the act attests to the proliferation of counterfeit coins and the severe lack of small change in circulation to meet small payments. William Gregory in his Chronicle of London reflected that in the year 1421 there ‘was grette scarsyte of whyte mony that men myght unnethe have any golde changyd, thoughe hit were nevyr soo good and of fulle whyghte’ and reported a prolific problem of coin clipping, ‘by cause that golde was gretely a payryde by clippyng and waschynge, that no man shulde aftyr Crystmysas neste aftyr put forthe

28 Allen, Mints and Money, p. 360.
29 ‘Petition on the poor quality of coin in northern counties’, 1423, National Archives SC 8/85/4211.
no enpayrd golde in no paymente uppon payne of furfeture’. Coins of denominations as low as the farthing and half penny are found cut and chipped throughout the fifteenth century. The predominance of a gold economy in the mid fifteenth century had caused not only widespread panic in merchant circles, who ceased to lend long-term loans causing a widespread contraction in credit agreements, but halted the smaller payments of day-to-day market activity. In 1444 Parliament petitioned that the lack of silver coin was causing ‘grete hurt’ and for much produce to be left unsold and wasting.

Fears over a state of illiquidity extended beyond the domestic market and to the activities of merchants overseas. Prior to the successful reminting of 1464-1465, in which the silver content in the penny was reduced, the drainage of English coin along profitable exchange routes to the Levant was prolific. The bimetallic currency of the medieval period could be sold abroad for its bullion content. Richard Britnell has estimated that the value of silver coins in the English market contracted by 64 per cent from 1353 to 1467 making the bullion content of the coin far higher than its numerical value at market. Legislative controls on mercantile credit practices introduced at the staple in Calais sought to prevent the drainage of English coin from the mints. All merchants selling wool outside the statute were obliged to take payment in coin rather than credit, with half in minted coin and the other in plate or bullion which was to be taken directly to be coined at the Calais mint;

‘resceyve and take redy payment and contentacion for the same wolle, wolfell and other merchaundise of the seid staple, in hande; wherof the half part be in lawfull money of England, plate or bullion of sylver or gold; and all the same money duely bring into this

32 Mayhew, ‘Monetary Background’, 69.
34 Britnell, Commercialisation, p. 182.
realme, /and the plate and bullion soo rescveyed duely make to be coyned at the mynte of Calcis’. 35

In 1449 an early fifteenth-century statute prohibiting alien merchants from carrying gold and silver gained from sales in England out of the country was reinforced, making it compulsory for all profits gained to be spent on English produce. 36 The Libelle of English Polyce, written c.1436, portrayed an ideal state in which merchants were prohibited from conducting foreign trade on credit and forced to deal solely in coin in order to bring bullion to the English mints. The author of the text lamented that the wares of the English wool trade were sold on credit with merchants dealing along the profitable exchange rates for bullion via Venice,

So that in pounde felle
For hurte and harme harde is wyth hem to delle.
And whene Englysshe merchaundys have contente
This eschaunge in Englonde of assente,
Than these seyde Venecians have in wone
And Florenytnes to here golde sone
Over the see into Flaundres ageeyne :
And thus they lyve in Flaunders, sother to sayne
And in London wyth suche chevesaunce
That man call usure to oure losse and hinderaunce. 37

The activities of merchants were recognised as having an impact on the exchanges in English markets. Fears over a lack of silver coins in circulation as demonstrated by the

likes of John Paston were inseparable from the issues surrounding credit agreements in foreign trade, for the drainage of coin to the Levant was recognised as being to ‘oure losse and hinderaunce’.\textsuperscript{38}

The reminting of 1464 was implemented to draw more silver into the circulating currency in order to rebalance the disparity between gold and silver. The amount of silver passed through the mints had decreased rapidly over the course of the fifteenth century. Mayhew has estimated that the amount of silver had dropped from 1,786,568 lbs in the period 1279-1377 to just 268,531 lbs in the period 1377-1483. Although these figures do not include the ecclesiastical mints or the regional mints of Bristol and York, the numbers are indicative of the substantial decrease in silver coin and the shift to a gold economy as minted gold coins increased for the same periods from 108,618 lbs to 139,937 lbs.\textsuperscript{39} What is more, the latter figure for silver output is taken from a period which incorporates the successful reminting of Edward IV in 1464. During this recoinage the weight of the penny was reduced by three grains, allowing an additional 7s 6d to be gained from each pound, and favourable prices for bullion at the mints across England provided a lucrative incentive for individuals to bring old coin and plate to be reminted.\textsuperscript{40} Based on archaeological evidence of hoards Mayhew has estimated that just 5 per cent of all silver coins in circulation after 1475 were struck before 1464. Compared to hoards deposited following the earlier silver recoinage of 1412, where silver coins minted prior to 1412 constituted approximately two thirds of the silver currency in 1422, the recoinage of Edward IV was a more complete reminting of silver coins.\textsuperscript{41}

Prior to 1464 prices for bullion at the mints had strongly favoured gold. The new prices for silver in 1464 encouraged silver bullion to be brought to the mints to increase the

\textsuperscript{38} The Libelle of Englyshe Polye, p. 23.

\textsuperscript{39} Mayhew, ‘Monetary Background’, 67.

\textsuperscript{40} Mayhew, ‘Monetary Background’, 64.

production of small denomination coins in the wake of petitions and complaints over a struggling domestic economy. The estimate of 1,786,568 lbs of silver passing through the mints in the period 1279-1377 is thus a conservative estimate of the amount of silver coins in circulation when compared to the period 1377-1483 when the favourable prices at the mint ensured a more complete recoinage.

The lack of small denomination coins and the emergence of a predominantly gold economy in the mid-fifteenth century caused widespread fears over a state of illiquidity. How this change in the coin supply affected credit practices is however, difficult to determine. Models of medieval monetisation rely on the Fisher equation, MV=PT, in which velocity (V), determines the number of times the money supply (M) would need to turn over in order to achieve the figure for prices (P) and the amount of business transacted (T). The role of credit and its impact on transactions in the late medieval market has been widely debated. The assumption that credit will have naturally balanced out any fluctuations in coin supply has been contested and there remains significant disagreement over whether credit was able to overcome a shortage in coin supply or whether it contracted as coin decreased. Both Britnell and Munro have argued that there were no significant technological advancements in credit, in the form of bills of exchange, to counteract the contraction in money supply; ‘It has yet to be proven that the use of credit instruments, most of them still tied to specie payments, expanded sufficiently and universally to counteract fully the various forces of monetary

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contraction’. Rather than contributing to the money supply (M), credit increased the velocity of circulating coin (V). As the monetary supply increased so too did the availability of credit.

Pamela Nightingale has made a case for a direct correlation between the coin in circulation in the late medieval period and the amount of credit extended in the economy. Focusing on the London Grocer’s Accounts for the late fourteenth and early fifteenth century and the accounts of the London merchant Thomas Maghfeld, Nightingale has argued that a diminishing coin supply in the 1390s dramatically decreased the amount of credit extended between the merchants of the London Grocer’s Company and subsequently caused a contraction in the Londoners’ share of the wool trade from 48 per cent to just 32 per cent. It is a correlation she has also identified in the staple certificates for the mid fifteenth century. Alongside Paul Latimer, Nightingale has argued that credit worked as a contributor to the velocity of coin, allowing the existing money supply to maintain the level of transactions, rather than functioning as an alternative currency. As such a high velocity has been taken as an indicator of an inadequate monetary supply and a decrease in velocity over time indicative of an increasingly monetised economy. Mayhew has taken this further and suggested that the trend from the twelfth to the twentieth century for a decreasing income velocity (used as an estimate of GDP) points to a society in medieval England ‘extending a money supply inadequate for its needs by various non-monetary expedients’. Both Latimer and Nightingale have however, questioned the relevance of income velocity as used by Mayhew as an indicator of monetisation. The specific transaction velocity calculated in the Fisher equation for late medieval England, which

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46 Nightingale, ‘Monetary Contraction’, 571.
identifies a positive correlation between credit and money, provides a separate indicator of economic activity to those estimates provided by Mayhew and can even move in the opposite direction of trends in monetisation. A decrease in velocity is not, therefore, always indicative of an increasingly monetised economy.

But whether all forms of credit did decrease as less coin was minted is debatable. Nightingale’s research on London credit has suggested that the trends in the capital reverberated to the outlying regional and rural economies; ‘the expansion of credit in London acted as a signal to provincial merchants, and through them to the population as a whole, that it was safe to spend money which had been hoarded’. Yet evidence for such a knock-on effect emanating from the mints is difficult to find. The majority of research pointing to a decline in credit concomitant with the dwindling coin supply focuses on the formal documents of mercantile networks operating predominantly in London. Outside of merchant networks existed webs of interdependent households, extending credit in the form of payments in kind, deferred payments in sales as well as for labour and in its pure form as the lending of money. Philipp Rössner has argued, following Blanchard, that small credit agreements, and the subsequent debts that are recorded in the manorial court rolls of small rural communities, were not a form of ‘pure’ credit but rather a means of establishing ‘a cashless payments economy’ during times of acute coin shortage. The same low level credit of the ‘plebeian commercial circuits’ identified by Beverly Lemire in seventeenth-century England similarly contributed to a cashless economy bringing the lower classes into a consumer market mediating transactions in a monetised economy. Those pleas of debt of a few pence or


shillings in the manorial court may well reflect a dispute or outstanding sum following the reckoning of accounts, indicative not of credit in the form of a loan but instead of ongoing neighbourly reciprocity and payments in kind in an economy deprived of petty coin.\textsuperscript{53} This form of petty credit did not however, fully counteract monetary shortages.\textsuperscript{54} The credit found in the court rolls of rural communities rarely cite the use of written records by which credit could be transferred, thereby contributing to a monetary supply, but instead illustrate a system of oral credit deeply embedded in the local community and the memory of creditor, debtor and witnesses.\textsuperscript{55} This type of credit thus still functioned as contributing to velocity (V) and not money (M). According to Mayhew, these agreements remained subject to the availability of coin; ‘Of course, neighbourly lending and credit sales will have been a regular feature of village life, but even such informal ad hoc co-operation will sooner or later have led to a settling of accounts’.\textsuperscript{56}

Yet unearthing these petty credit agreements in the archives poses many challenges. Petty credit as it appears in the manorial court rolls reveals little of the original contract. The form of the credit, whether it was payment in kind, deferred sale or a loan in coin is not discernible from the limited entry in the roll. What is more the legal procedure of the manor court itself supported a system of oral credit agreements. Credits were proven by compurgation or the testimony of witnesses with few pleas producing evidence in the form of written proof.\textsuperscript{57} Credit was embedded in the collective memory of the community rather than a written record like those credits of the Statute Staple. The limitation of archival records for identifying quantitative trends in this rural credit network and the difficulties in charting the circulation of coin from central mints into

\textsuperscript{53} Blanchard, Mining, Metallurgy and Minting, p. 1098.

\textsuperscript{54} Briggs, Credit and Village Society.


\textsuperscript{56} Mayhew, ‘Prices in England’, 12.

\textsuperscript{57} Schofield, ‘Credit and its Record’, pp. 80-81.
outlying rural economies, prevents a clear study of the relationship between credit and coin in rural credit networks.

**Quantifying Fluctuations in Credit**

The correlation between credit and coin as identified by Nightingale has been predicated on the formal records of the Statute Staple and the accounts of the London Grocer’s Company. Although records similar to these can be found outside of London, as in York where the Statute Staple operated for all citizens from the mid fourteenth century, the analysis of formal credit agreements in isolation from alternative evidence which points to a credit economy of informal arrangements, tally systems and alternative coinage, presents a view of credit limited to the activities of merchants and the wealthy. Evidence of credit activity seems scarce for the fifteenth century, particularly for those markets located in the north of England where large mercantile credits stagnated as trade shifted to London. In York, merchant credits ceased to appear in the Statute Staple after 1370. J. L. Bolton’s paper ‘Was there a ‘Crisis of Credit’?’ has contested the evidence for a correlation between coin and credit, arguing that the evidence for informal credit agreements and terms of settlement highlights the unknown figure when assessing the extensiveness of the credit economy. Long-standing credit agreements, accumulated over many years and mutually cancelled, permeated the informal networks of rural credit yet remained unrecorded. Small transactions for everyday household consumption amongst the peasantry, such as ale and grain bought by the quart or peck valued at less than a farthing, were often paid in old Roman coin or jettons, small lead or copper tokens used for calculations when reckoning accounts. The widespread use of tokens has been found in archaeological surveys which have located Roman coins farther afield from old Roman sites where the coins might have originally been

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59 Bolton, ‘Was There a ‘Crisis in Credit?’’, 160.
The lack of small denomination coins officially minted in the English Royal mints prevented such small-scale trade being paid for in coin and instead produced a local market orientated around informal tokens, accounts and tallies, exchange in kind and credit in its simplest form of deferred payment. Not all rural credit was confined to oral contracts and informal agreements for deferred payment. Access to notaries, scriveners and literate neighbours presumably fulfilled the need for such oral agreements to be transferred to a written document when necessary. These bills and papers that went alongside oral contracts however, did not make the formal registers of the likes of the Statute Staple and instead form a dark figure in the credit economy. There is then a wholly unaccountable sector of the credit economy where local trade was propped by access to an alternative token currency and informal and undocumented credit agreements.

Aside from the Statute Staple there is no body of record in which credit contracts were routinely recorded in the north of England. We know that bonds and contracts were drawn up. In the court of common pleas held in London, pleas of debt were regularly supported by the presentation of a written bond. They were vital forms of proof and appear to have been held by the debtor and creditor and handed over to the clerk during the trial. Similarly pleas of breach of faith in the church courts, although reckoning debts that had been sworn verbally before witnesses, often refer to an additional written contract held by the public notary who also officiated the agreement and oversaw the repayments. However, the role of the notary in the English legal system in the later medieval period is limited when compared with the notaries of southern Europe. In the case of York, though a public notary appears to have played a role in many of the credit agreements, they maintained no additional archive. In the north of Italy notaries were

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61 See cases in which bonds were produced as evidence at court and handed to the clerk such as Jonathan Mackman v. Matthew Stevens, CP40/655: Michaelmas term 1424, in Court of Common Pleas: The National Archives, CP40 1399-1500 (London, 2010).

62 CPF. 251, breach of faith, Wyntryngham v. Huett, 03/02/1469-28/04/1470, Borthwick.
embedded in the legal and civic culture. In Florence they scribed supplications, settlements and contracts that accompanied petitions in the judiciary system producing an archive in addition to the court papers.\textsuperscript{63} In Spain, southern France and across northern Italy the role of notaries was so essential to the legal system and the forging of contractual agreements that notarial guilds proliferated as the role and practice of the notary was professionalised.\textsuperscript{64} Yet the same pattern did not emerge in medieval England and the notary appears to have had a very limited role in the courts. Many of the cause papers at York cite payments having been made with the public notary resident at York Minster and summons to court appear to have been displayed within this public office.\textsuperscript{65} Yet the cause papers are not accompanied by additional material recording these exchanges as in the instances in the civic courts of Florence. Furthermore it would appear that competing authorities held jurisdiction over such matters. Officers for the Wapentake appear to have also acted in a notarial capacity and are recorded as having witnessed agreements and repayments.\textsuperscript{66} The lack of a clearly defined and professionalised notarial culture in the late medieval period has left a chasm in the archival record when compared with those papers of notaries in Southern Europe. When so much of the medieval credit economy of the peasantry bypassed a notary, the true level of credit extended is difficult to determine and charting any changes in levels of credit extended is fraught with complexities when it is drawn from those instances of collapsed credit agreements in manorial and ecclesiastical courts only.

This is particularly true when charting change in levels of credit over the fifteenth century from manorial court rolls. Comparing levels of litigation in the manorial courts of Wakefield over two samples, in the early fifteenth century and the mid sixteenth

\textsuperscript{63} Shaw, ‘Market Ethics’.


\textsuperscript{65} CP.F. 251, Wyntryngham v. Huett, Borthwick, CP.F. 274, testamentary and debt, Gilbert Lacey and Percival Amyas v. John Lacey, 1489, Borthwick.

\textsuperscript{66} C.P.F 210, Harrison v. Papedy, Borthwick.
century, appears to show that credit decreased over the fifteenth century. In the period 1433-1435, 521 instances of debt were heard accounting for over 32 per cent of total business processed in the manorial courts. By the mid sixteenth century that number had decreased significantly and in the period 1550-1552 only 52 pleas of debt were brought before the court. This decrease in debt litigation was underpinned by fundamental shifts in the function of the manorial court of Wakefield. By the sixteenth century it appears to have become the primary forum for land transactions with a total of 396 instances recorded in comparison to the 156 of the earlier fourteenth century regarding the transition of land in instances of inheritance, the sale and purchase of land as well as entry fines and dues and impositions on land holdings. Instances of trespass also decreased over the period, indicative of the demise of seigniorial control, and the court appears to have become the exclusive forum for the transfer of manorial lands. Though the court rolls of Wakefield suggest that credit decreased when taking a view of the ‘long fifteenth century’ they represent just a fraction of the credit economy.

Within the manor there existed a multiplicity of competing jurisdictions in which pleas of debt might be pursued. The manor of Wakefield expanded across a large swathe of south Yorkshire encompassing the towns of Halifax, Dewsbury and Wakefield in which church courts were routinely held. The efficacy of the court appears to have affected where a plaintiff chose to pursue their plea. Briggs has identified a pattern between the neighbouring manorial courts of Oakington and Horwood in Cambridgeshire linking a comparative increase in debt litigation in the manor of Oakington with the professionalisation of the court and a subsequent demise in business heard at Horwood. Improved practices of record keeping and harsher penalties applied more regularly saw plaintiffs exercising a preference in manorial court and choosing to pursue their case at Oakington. What is more the reforms at the court, in particular the speed of plaintiff resolution, appear to have instilled greater confidence in the creditors of the community.
with higher levels of debt litigation indicative of a greater propensity to lend. If, as Briggs has shown, lenders were affected by the efficiency of the legal system his research highlights the difficulties in attempting to ascertain wider patterns of credit contraction based on evidence extrapolated from manorial court rolls without consideration of the alternative legal forums.

Rarely do court rolls overlap for such a comparison nor do they correlate to the borough or church courts. Piecing together a quantitative study of credit in any one community in the Yorkshire region for the fifteenth century is thus not possible as individuals traversed physical borders between manors and the jurisdictional boundaries that separated the secular and ecclesiastical courts. The manorial court of Ampleforth in the jurisdiction of the Archbishopric of York has surviving court rolls for the periods of 1454-56 and 1465-1469 yet over this period not a single plea of breach of faith was heard. The manor was held by the Archbishopric of York since the eleventh century and since 1150 the manorial court served a dual purpose as a prebendal court of the lower ecclesiastical jurisdiction in Yorkshire. Though the court met regularly and the court rolls are well maintained, few incidences appear to have passed through this particular court. The majority of the business recorded in the court rolls pertains to the administration of the manor of Ampleforth including the election of officials, the maintenance of ditches, water supplies and lanes as well as issues of inheritance and admittance of new individuals to the manor. The lack of credit at Ampleforth does not appear consistent with other prebendal church courts within the Archbishopric of York. The church of Saint Peter and Wilfrid in the Minster of Ripon in north Yorkshire sat regularly and recorded instances in some detail. The court at Ripon held a special

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69 CCP/Ampleforth/12/5, Manorial Court Rolls for the Manor of Ampleforth, 1465-1469, Borthwick.
place within the diocese of York. As a collegiate church it was served by a college of seven canons to cover a parish extending twenty miles around Ripon Minster. Though the act books of the church court are formed from individual leaves that do not run in full and were subsequently bound when held in the Durham priory, they do cover the period from 1452 to 1506 in broken runs. Over this period the records that survive show that the court heard 555 cases of which 118 were instances of debt, amounting to 21 per cent of all court business, with a similar amount of court business dedicated to testamentary and instances of fornication. With defamation cases totalling just 16 of those presented at court, the church court of Saint Peter and Wilfrid appears remarkably close to that description of Helmholz as the primary forum for debt litigation.

Compared to the 118 instances heard before the prebendal court at the church of Saint Peter and Wilfrid and the 521 in the mid fifteenth century at Wakefield, the low levels of debt recorded at Ampleforth appear unusual. When considering the ecclesiastical and manorial courts as the primary forum for instances of petty debt in the latter part of the medieval period the uniqueness of each court, its administration and efficacy, alongside the survival of the records, impacts the frequency of debt in the archives.

Problems arise particularly when attempting to ascertain the relationship between the velocity of coin and the availability of credit. Distanced from urban mints, contractions in the national monetary supply were not as likely to have affected rural credit. Instead rural economies appear to have been regulated by local fluctuations in available coin, harvest failures and the pressures exerted by the local land market. In the late thirteenth century in Hinderclay, Suffolk, smaller loans of less than a shilling

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74 Briggs, Credit and Village Society, pp. 202-204.
characterised periods of bad harvest years suggesting a predominance of exigent credit as opposed to investment during times of dearth. Concern for local market prices appear in the disputes before the court. In the summer of 1436 John Skulley brought a plea of debt against Robert Maryot in the court of Wakefield for 5s in light of a deferred payment for two bushels of malt at 2s and a half quarter of barley at 3s. The malt and barley had been purchased in the previous year, prior to the series of bad harvests which impacted the market price of initially wheat but subsequently barley, malt and peas. Subsequently 6s 7d was added to the plea in damages, the differential in price. Maryot acknowledged just 4s. It was common practice that moneylenders chasing deferred payments in the surrounding agrarian communities of Bruges in the fourteenth century sought the current market value of the item sold over the initial cost when payment had been calculated. In Hinderclay, Suffolk, the cost of damages listed in the court rolls in pleas of debt and trespass follow the prices of wheat and grains, with greater damages charged to match real market values in times of shortage. Borrowers and lenders in rural markets were concerned with the going rate for crops as a determinant of price and displayed an awareness of local market patterns and concepts of interest and damages.

Conclusion: Towards a Qualitative Analysis

Although the figures from the monetarist arguments firmly attest to a decrease in formal mercantile credit in line with the availability of coin, underlying networks of credit formed on the basis of neighbourly ties and regulated by cultural checks and communal institutions all contributed to a vital credit economy evidenced only in piecemeal

77 Murray, ‘Failure of corporation’.
documentation and cultural practices.\textsuperscript{79} To extrapolate from any one given court a wider pattern or trend for fluctuations in the credit economy greatly distorts the picture of credit in the fifteenth century. Plaintiffs in the later middle ages were faced with a plethora of courts in which to pursue their case. The trends in merchant credit, on which the arguments of the monetarists are based, illustrate a very small section of the credit economy. Credit and bonds of indebtedness extended into every household of the fifteenth century either as ‘pure credit’ or, as suggested by Blanchard, as a means of making payments at times of coin shortage, in the form of deferred sales, accounts and tallies. The cause papers of the ecclesiastical courts on which this study is based do not speak directly to the mercantile credits of medieval York. The archive is fragmented and accounts only for a small percentage of debt litigation that reached appeal. The records of the consistory court do not therefore provide a full picture of the litigation in the church courts when extrapolated from the lower level of ecclesiastical jurisdiction.

Whilst the accounts describe the purpose of the credit, whether it was for investment or constituted a deferred sale, the records rarely reveal the denomination of coin loaned or repaid. Indeed witnesses in the depositions often recalled the loan in differing coin, fluctuating between marks, pounds, shillings and pence.\textsuperscript{80} But they do reveal the means by which those oral credit agreements of Blanchard’s cashless economy might well have been agreed.

The practices of credit are best accessed via a qualitative reading of the customs and language surrounding credit transactions, those cultural checks and communal institutions that informally regulated credit across social hierarchies, detailed in the court records that point to the significance of kinship, trust and reputation.\textsuperscript{81} The culture of giving that dictated economic obligations and the ritual that accompanied the contract is not evidenced in those documents of the Statute Staple. The bonds recorded here are

\begin{itemize}
\item \textsuperscript{79} Dyer, \textit{An Age of Transition}, p. 191.
\item \textsuperscript{80} C.P. F. 266, breach of faith, Thomas Wright v. Richard Reade, 27/07/1484, Borthwick.
\item \textsuperscript{81} Schofield, ‘Access to Credit’, p. 115.
\end{itemize}
formulaic. Names, amounts and places were later added to an already scribed document. The document itself was intended as a piece of evidence for the enforcement of the contract and utilised the same legal language of the court. There is then a culture of credit in which informal credits and tallies were essential to the continuance of economic activity in the fifteenth century which remains invisible in the courts of the Merchant Statute Staple.

When much of the credit in the rural economy bypassed the formal records of a public notary and when the lack of small denomination coin restricted the use of money for the payment of small quantities of goods, making informal tallies and accounts a common practice in the marketplace, the true amount of credit at all levels of society simply can not be quantified. The dark figure of credit accounts for far too high a proportion of credit routinely extended for any certain or exact fluctuations of credit to be chartered. The next chapter considers the plethora of courts available within the complex and competing jurisdictions of York and its outlying regions for the pursuit of debt litigation before attempting a qualitative analysis of those records that do survive in the ecclesiastical courts of the Archbishopric of York. Understanding the legal framework is a necessary step to account for fluctuations in archival records due to legal reforms and advances in record keeping that have been attributed to a correlating decrease in the amount of lower denomination coins in circulation. If a propensity to lend was driven by the local economy and the efficacy of the courts through which debts might be recovered, it is essential to understand how they operated prior to reconstructing the narrative of the extension of credit.
York 'a city of great repute’

Historiographical discussions of the role of credit in the north of England have centred around those mercantile credit networks which bolstered the inland wool trade and forged links with the merchant staples of London and Calais. At the centre of this debate lies a narrative of decline in the city of York, one which promulgates the ‘golden age’ of the late fourteenth century, as the city reached its pinnacle as a hub for merchant activity, followed swiftly by a period of decline as coin failed to circulate from the staples of Calais and London to the north of England prohibiting the commercial growth of the capital of the north.¹ The purpose of this present research is to assess how small-scale credit agreements in the north of England outside of these merchant networks functioned in a period where reports of a lack of coin were rife and economic contraction caused a growing disparity between the south and north. The cause papers of the ecclesiastical courts of the Archbishopric of York, on which this research is conducted, are located in the Borthwick Institute of York.² The ecclesiastical courts, which heard cases from across Yorkshire, offer an insight into the social functions of credit. The court hearings, based in York Minster, were embedded in the legal and civic culture of the city of York. To fully understand the cultural and social implications of the complex webs of credit described by plaintiffs, defendants, witnesses and prosecution proctors, the cases need to be located in the civic administration and legal


infrastructure unique to the city in which they were pursued as well as the economic landscape against which the credit agreements themselves had been forged and broken.

Throughout the medieval period the city of York held claim to a special status. In the late fourteenth century the citizens of York composed a petition which declared York to be the ‘second city of the realm’ and ‘a city of great repute’. The claims appear to have been justified as the Gough map of 1375 noted the special status of York, it being the only city outside the capital of London to be identified in lavish gold lettering. The importance of York appears to have been ratified when, in 1396, Richard II issued a charter conferring legal and jurisdictional privileges upon the city. The charter recognised the city of York as a county independent of the outlying county of Yorkshire and established a civic order within the city in which the mayor and sheriffs adopted financial administration and gained legal autonomy. Whilst the rights issued in the charter appear similar to those previously granted to Bristol and Norwich, the special status of the city of York was embedded in the local narrative and political experience unique to the city. The regular visitations of the Royal court to York in the years 1298-1338 forged political ties between the elite families of the capital and York and established a local civic culture informed by the practices of royal government. The story of York’s founder, Ebraucas, first recorded by Geoffrey of Monmouth in the twelfth century History of the Kings of Britain, provided a founding tale which aligned the fortunes of York with the international interests of England. Promulgated throughout the medieval period, the story of Ebraucus and his successful campaign in Gaul was regularly invoked by both King and local civic officials to enforce the special bond which


bound York to the national interests of England. Despite contributing less in taxes, namely the fifteenth and tenth, than Bristol and Norwich in the years following 1334 and a waning of mercantile loans to the crown in the 1340s and 1350s, the claims to the ‘second city of the realm’ chimed throughout the late fourteenth century.

York and York Minster dominated the religious landscape of the north so much so that ‘for the people of midland and southern England, indeed, York was so much the natural capital of the north as to be almost synonymous with it.’ York Minster was a bastion of Christianity in the north of England and the jurisdictional boundaries of the province of York spread across the breadth of the north and included Yorkshire, Nottinghamshire, northern Lancashire and southern Cumbria and northwards County Durham, Northumberland and Carlisle by the twelfth century. The civic culture of York was in turn informed by its Christian origins in the seventh century, as described in the works of Monmouth and Bede, as well as its dominance as the city of the Archbishopric. Whilst in many instances the civic and religious authorities acted adjunct to one another, secular powers attached themselves to the religious heritage of the city and drew legitimacy from ancient ritual and custom. The somewhat mythologised beginnings of York as the bastion of Christianity in the north ensured the diocese a continued role in the development of civic culture. Ideals of communal good were paralleled in the establishment of civic guilds which promoted the collective good over private interests as well as in the Archbishopric which endowed new institutions focused on social reform of the laity with the establishment of St. Leonard’s Hospital and the cult of St. William in the twelfth century. The mayoral council of York aligned itself

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with the Corpus Christi Guild, the designated protectors of the shrine of St. William. In this sense the civic office of the city was imbued with the religious authority of the supernatural protector of the city and firmly attached to an ancient tradition. In York, as in other religious centres, Christianity was appropriated to create a unique parochial identity centred around the spiritual ancestry of the town. York Minster was a powerful legal body within the city and the surrounding regions. The urban experience of York was not confined to the elite but expressed in the popular culture of pageantry and religious ceremony which conferred belonging and bestowed civic identity; ‘urban culture was a powerful, multivalent language which offered itself for appropriation by any of a wide spectrum of town dwellers’.

The proliferation of micro studies on late medieval cities in England has highlighted the uniqueness of each urban centre and the significance of immediate factors such as harvest failures, fluctuations in population and the availability of coin on shaping the urban environment. Though trends towards urban decay are to be found in the fifteenth century the impact on individual cities varied greatly. As stated by Dobson ‘the more intensive the research conducted on late medieval towns [...] the more apparent seems the singularity of each urban place.’ It is the purpose of this chapter to consider the uniqueness of the city of York as a backdrop to the debt litigation pursued in the cause papers. The two subsections here consider credit in the wider economy of late medieval York and the legal forums within the city in which credit might be recorded and debt might be pursued. Though pleas were often pursued from the peripheries of the jurisdictional boundaries of the Archbishopsric far from the centre of York, the credit agreement was formulated in the knowledge of the authority of the ecclesiastical


courts under the auspices of York Minster. The wider legal framework of ecclesiastical courts was thus reliant upon the efficacy of the courts and the appeal process of the consistory court sat in York Minster. In particular this study of the multiple legal forums within the city considers the interaction between the secular and ecclesiastical courts and the impact of court procedure and litigation on the presentment of instances of debt. It is the purpose here to ascertain how the particular economic fortunes of the city and the jurisdictional landscape impacted on credit, its frequency and the propensity to prosecute.

Credit in the Economy of Late Medieval York

The dramatic decline in mercantile credit, in particular the collapse of alien credit markets in the fourteenth and fifteenth centuries, was characteristic of the changing fortunes of the economy in the north of England. The value of credit recorded in the merchant certificates in the Statute Staple decreased dramatically from its peak in 1300 recovering slightly in 1340 but by the early fifteenth century mercantile credit in York had all but vanished.\textsuperscript{16} Over the course of the early fourteenth century the number of alien merchants supporting the middlemen in York decreased from forty to six.\textsuperscript{17} The fortunes of the merchants in York were heavily dependent upon the world trade. Wool exports through Hull declined in the fifteenth century as East coast ports struggled to trade amongst growing hostilities with the Hanseatic League.\textsuperscript{18} A shift in export from wool to finished cloth in the fourteenth century saw trade move from the north to the south as exports left London and the southern ports to the Statute Staple of Calais to trade with the Low Countries, as well as markets in Gascony and the Mediterranean.\textsuperscript{19}

As customs on wool exports increased to over 30 per cent the customs on cloth was

\textsuperscript{16} Nightingale, ‘Rise and Decline’, 7.
\textsuperscript{17} Nightingale, ‘Rise and Decline’, 10.
\textsuperscript{18} Kermode, ‘Money and Credit’, 496-497.
comparatively low, set at around 3-5 per cent, making the import of foreign wool and the export of finished cloth a more lucrative industry in the mid fourteenth century. By the 1500s cloth exports had risen from fifty thousand in 1440 to seventy five thousand. Whether the shift from wool to finished cloth constituted a growth in the fifteenth century economy has been contested. The shift certainly resulted in a decline in large mercantile networks in those northern cities whose earlier medieval trade had been reliant on wool exports.

By the close of the medieval period, York merchants had been cut off from the Calais Staple reducing their access to foreign currency and credit. When the Archbishop’s mint was reopened in 1357 it facilitated the reminting of silver acquired overseas from the sale of cloth and injected a much needed supply of silver bullion into the north of England. Exports from Hull subsequently increased with a direct trading route to Calais. Yet by the fourteenth century demand for credit outstripped the coin supply and the merchants of York looked to London for loans. Over the course of the fifteenth century York merchants are increasingly identified amongst the debtors of London merchants. Although there operated within York two mints their impact was limited. In the earlier recoinage of 1247-1250 the royal mint at York produced coins totalling £21,175, accounting for just 3.7 per cent of the total output from English mints. The outputs of the ecclesiastical mints of York Minster can only be estimated from coin hoards bearing the standard of the bishop excavated in Durham. In the same period, 1247-1250, the amount is considerably less than that of the Royal mint at York, minting

24 Nightingale, ‘Rise and Decline’, p. 23.
a total of £11,000 accounting for 1.9 per cent of the total minting output in England.26 The combined totals from the mints show just a fraction of the total coin in circulation was minted in York, less than 6 per cent. By the mid fourteenth century the evidence of the mints points to not only the emergence of a gold economy in the mints of London but also the predominance of coin minted in the capital when compared with the provincial mints of the north.

For the latter part of the fifteenth century the records of the mint are piecemeal. The minting accounts from September 1469-1470 show the amount of gold and silver passing through the major royal mints of London, York and Bristol. Both Bristol and York for this period processed small but very regular monthly quantities when compared with the vastly larger amounts recorded at the Tower mint. Compared with the 8,111 lbs of silver processed in London, York recorded just 1,308 lbs and in gold York recorded a total sum of 84 lbs whereas the Tower mint recorded 22,861 lbs.27 The years for which these records account follow the successful reminting of 1464-1465 which generated a more complete recoinage.28 When the amounts of silver and gold coin processed in the York mints recorded from 1469-1470 are considered, gold coin totalling £1,980 and silver coin totalling £2,461 (a figure which decreased in the following year to £455), the amounts are significantly less than those of the earlier, and less successful, thirteenth-century recoinage and reflect a decrease in the percentage of total coinage minted at York.29 The evidence of the minting outputs point to a decrease in activity at the York mints over the course of the medieval period and suggest a comparatively greater amount of bullion and coin was in circulation in London at the close of the fifteenth century than the thirteenth.


The lack of coin and a decline in exports through Hull in the later medieval period is reflected in the civic offices of York. The chamberlains were subsidising the city’s expenditure. In 1484 the newly elected chamberlains were to reimburse the outgoing officers ‘for soch payments as tha maide for the wele of the communalte of this cite’. The amount advanced by the chamberlains increased significantly over the years. In 1484 the outgoing chamberlains were to be repaid £160. By 1486 the city’s debt to the chamberlains increased to £506 14s. 2 1/2d. In the same year the council convened to discuss the city’s financial difficulties after postponing the election of a city Recorder, lamenting the ‘grete ruyne, decaye and desolcion’ of York. The meeting followed the plea to Henry VII to reduce the fee farm of the city which the council feared was too high and prohibited them filling the civic roles of mayor, sheriff and chamberlain who fronted the costs associated with their role. Yet the financial implications of the roles of office do not appear to have hindered willing applicants. In 1371 the council relocated the Statute Merchant Roll to the council chamber on Ouse Bridge. The outstanding merchant debts recorded in the rolls were, like all other rolls begun in the mayor’s year in office, the financial responsibility of the mayor and passed to his executors upon his death. In the same year the city introduced a regulation prohibiting the re-election of a mayor within 8 years and merchants complained in 1381 of their exclusion from city government. The financial pressures of the role do not appear to have outstripped the benefits of elected office in the fourteenth century.


33 Kermode, ‘Money and Credit’, p. 486.

34 Kermode, ‘Urban Decline?’, p. 185.
The flurry of exemptions from office recorded in the fifteenth century more commonly sought to avoid the role of sheriff which was financially less burdensome than the role of chamberlain but significantly more onerous. The sheriff operated two independent courts in York and attended the mayor's court and council yet the role held little of the esteem of the role of mayor. Was there then in York a 'flight from office' propelled by a struggling economy? The evidence attests to a wariness of civic office due to the time dedicated to the role rather than a fear of financial burden and a population lacking the financial means to take on civic duties. A comparison of the lay subsidies for the East Riding of Yorkshire and York from 1377 and 1524, show that the proportion of tax payers within the city in the region remained steady, providing a consistent group of potential office holders. York did not experience wide-scale evasion but the regulations against evasion were, according to Kermode, exploitative measures to exclude the lower orders whilst imposing fines on the wealthy as a means of generating income. Despite there existing in York a process of economic decline and urban decay, the evasion of public office in the city was not symptomatic of the changing economic fortunes of York. The decline in freemen admissions to the city over the course of the fifteenth century and the evasion of public office was mirrored in the major cities of Bristol, Leicester and Gloucester and speaks to the wider urban decline of the late medieval period and the shifting of trade to small rural centres with less taxation and tolls.

As customs shifted to favour exports in cloth, and mercantile credit shifted from York to London so too did coin and bullion, and the credit economy in York appears to have contracted. However with the shift in nature of industry from wool to cloth so too came a shift in the nature of credit. The production and export of cloth involved many small and varied artisans generating longer chains of indebtedness for sums substantially smaller than those produced between grower and buyer in the wool industry. The significant reduction in credits recorded at the Merchant Statute Staple in York from the

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mid fourteenth century coincides with the shift towards the production of cloth. In the cloth-making town of Exeter, which holds records for both local borough courts and the Statute Staple, there is a marked difference in amounts recorded in the rolls. Credit in the local courts was much lower and increased when mercantile credits decreased indicative of those longer chains of credit between small artisan producers involved in the cloth trade with modest earnings and lower levels of industry.\(^{37}\) Similarly mercantile credit in the Westminster staple fundamentally changed in nature by the mid fourteenth century. Small amounts detailing odd shillings and pence gradually diminished in the certificates, a process attributed to the expanding coin supply and increased availability of large mercantile credit whilst the credits of small producers were increasingly heard in the civic and borough courts.\(^{38}\) With a shift in the nature of trade so too came a shift in the types of credit extended and the courts in which they were recorded.

The certificates of the Statute Staple have yielded significant research on general trends towards growth and decline in mercantile activity and, in particular in the instance of York, the trend for the shift in credit and coin from York to London.\(^{39}\) However, the certificates themselves are often formulaic. The document itself acted as a bond recording the amount owed by the debtor and the date agreed for the repayment. In the event of failure to repay, the certificate could be produced as evidence of the original transaction. The merchant bonds thus detail the amounts owed and, in some instances, the terms and conditions of the agreement such as the possession of property or delivery of goods.\(^{40}\) As such they are an excellent indicator of the levels of mercantile activity at the height of the wool trade in the early fourteenth century and the sophisticated means of recording and exchanging credits but they reveal very little of

\(^{37}\) Nightingale, ‘Rise and Decline’, 22

\(^{38}\) Nightingale, ‘Monetary Contraction’, 565.


those smaller scale chains of credit and debt that propped up the small artisans of the cloth trade in the fifteenth century and the petty credits of the marketplace. These smaller sums are found in the civic courts of the mayor and sheriffs of York. The details surrounding the extension of this credit, the terms of the agreement and the nature of the business transaction including the interpersonal relations upon which bonds of trust were built are to be found in the accounts of witnesses testifying before the bishop’s court of the Archbishop of York. With a shift in trade and local economy came a shift in the nature of credit reflected in the changing preference for legal forums with a move from the Merchant Statute Staple to the ecclesiastical and civic courts.

**Legal Forums and the Courts of York**

The uniqueness of York in the study of medieval cities has long been acknowledged due to ‘its antiquity, its size and its regional and national pre-eminence’. The sources on which this study of credit and debt in the fifteenth-century northern economy is based are situated within the civic and legal administration particular to that atypical urban centre. Since the charter of 1396 which established multiple independent courts within York there existed within the city a degree of legal pluralism allowing plaintiffs to choose the court in which to pursue their case. Despite legal treatises stating that ‘pleas of the debts of laymen also belong to the crown and dignity of the lord king’, pleas of debt were heard in both ecclesiastical and secular courts in York of which multiple branches existed. Understanding the intricacies of the relationship between the courts, their jurisdictional boundaries and procedures for plaintiff resolution allows the court material to be read in light of this legal pluralism.

The charter granted by Richard II in 1396 granted a degree of jurisdictional independence to York and established a complex secular legal infrastructure in the city.

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41 Kermode, ‘Urban Decline?’, 182.

Two secular courts were established with the purpose of hearing cases of debt in medieval York. The first, the court of recognisances of debts, was established by the mayor in the thirteenth century and sat weekly.\(^{43}\) It ran alongside the mayor’s court held in the guildhall before the city’s aldermen before which all cases against the customs and ordinances of the city were heard. The mayor’s court also presided over the credits recorded in the Merchant Statute Staple.\(^{44}\) The second, the court of pleas, was established in the fifteenth century and presided over by the newly established role of county sheriff. It adopted the same practices and exercised a similar jurisdiction as that previously operated by the three bailiffs of the city in the thirteenth and fourteenth centuries. The sheriff administered a system of self-government centred around the castle of York assisted by bailiffs from the three ridings of Yorkshire and their internal subdivisions, the wapentakes.\(^{45}\) Though evidence of this late medieval court is sparse, covering only three shrieval years for the latter part of the fifteenth century in sporadic runs, it would appear that the court sittings were termed ‘Domesdays’ and held every Tuesday, Thursday and Saturday and ran in shrieval years beginning following the election of the two sheriffs on the 21st September.\(^{46}\) Though the sheriffs were also granted two new courts in the charter of 1396, becoming responsible for holding the monthly county court on the first Monday of each month, ‘as other sheriffs do elsewhere in the realm’ and establishing their tourn in the ainsty court, it is the court of common pleas inherited from the earlier medieval bailiffs which is of most significance for the study of credit and debt in late medieval York.\(^{47}\)

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\(^{46}\) P. M. Stell, ‘Sheriffs’ Court Books of the City of York 1471-1500’, York City Archives, (York, 1999), p. 4.

\(^{47}\) ‘May 18, 1396’, Calendar of the Charter Rolls, p. 355.
For the two full shrieval years for which the court books remain, 1478-1479 and 1498-1499, pleas of debt dominate over instances of trespass, detinue and pleas of account. Although the values of credit and debt recorded in the mayoral court of recognisances decreased significantly during the course of the fifteenth century, the number of cases in the sheriff’s court remained high. The range of amounts and occupations of those prosecuting suggests there was a continued and pervasive credit economy in York in the fifteenth century. The debts pursued in the court of common pleas overseen by the sheriffs ranged from a mere 8d to bonds of up to £200, although the mean from the two court books for pleas of debt where amounts are given suggest that the court was used for the reclamation of smaller sums. The mean sum pursued over the course of the two shrieval years combined, 1478-1479 and 1498-1499, amounts to £1 13s 9d. At a time when the registering of mercantile credit agreements in the mayor’s court decreased, the sheriff’s court continued to be utilised as a means of recovering debts. The civic courts within York thus offered a multitude of forums in which credit could be recorded and debt pursued. Yet this secular infrastructure operated alongside a complex web of local manorial courts and multiple ecclesiastical courts, which continued to hear pleas of debt under the guise of breach of faith well into the sixteenth century, producing an intricate legal map for plaintiffs to navigate.

The influence of the church over the city as well as the rural hinterland enabled the development of York as the dominating city of the north with a distinctive economic and cultural autonomy. The plethora of legal recourse available to the plaintiff within Yorkshire inevitably led to conflicts between the secular and ecclesiastical powers as jurisdictional boundaries were contested. In 1106 the dean of York Minster won the right to try all those cases committed on church land within the city walls proving a sticking point for future conflicts when the civic government wished to exercise...

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discipline.\textsuperscript{50} Despite this there was clearly overlap between the secular and ecclesiastical authorities in York at the close of the medieval period. In a plea of breach of faith before the consistory court it was revealed that the creditor and debtor had established the credit agreement with the treasurer for the local wapentake court who facilitated the repayments. It was the bailiff of this local secular court that seized two horses to cover the cost of the debt before the case was heard in the church court.\textsuperscript{51} Similarly in 1469 John Huett had been impeached in his home by the local sheriff John Conyer, knight, for failure to repay a debt before being brought to the Castle of York where he was held until his appearance at court. This use of the physical holdings and manpower of the secular courts is despite the fact that the case was heard before a church court and that the witness John Ansby recalled the prior payments in the credit agreement having been made to a public notary ‘manifest in the court of the diocese of York’.\textsuperscript{52} The author of the legal treatise, \textit{Glanvill}, lamented the difficulties in composing a written guide to the laws of England due to ‘the confused multiplicity of those same laws and rules’.\textsuperscript{53} Those varied customs of the courts of England that ‘cannot easily be written down because of their number and variety’ produced a confused legal system.\textsuperscript{54} The jurisdiction of the competing courts evidently clashed and writs were prepared for contesting the validity of a claim in either an ecclesiastical or secular forum. Instances of debt are thus not only found in both the secular and ecclesiastical cases but individual cases appear to have been heard in both courts as outcomes were contested and cases retried.

The system of ecclesiastical courts in the Archbishopric of York were far from monolithic and mirror that ‘jurisdictional jigsaw’ of church courts found across England.

\textsuperscript{50} Carrel, ‘Disputing Legal Privilege’, p. 280.

\textsuperscript{51} CPF. 210, breach of faith, Thomas Harrison v. John Papedy, 03/07/1465-14/10/1465, Borthwick.

\textsuperscript{52} CPF. 251, breach of faith, Wyntryngham v. Huett, 03/02/1469-28/04/1470, Borthwick.

\textsuperscript{53} \textit{Glanvill}, p. 3.

\textsuperscript{54} \textit{Glanvill}, p. 139.
and Wales in the medieval period. Although a clear hierarchy amongst the various ecclesiastical courts within the jurisdiction of York Archbishopric is difficult to discern, the courts can be divided into two branches; the consistory court operated by the bishop, and the lesser ecclesiastical courts, the peculiars and prebendals, held within the 134 parishes surrounding York. The consistory court presided over by the bishop, comprising the court of arches, court of audience and the prerogative court, were held within York Minster in the north transept of the cathedral, whilst the peculiars and prebendal courts were held in designated parish churches throughout the outlying areas of the York diocese. Both courts operated on separate circuits, producing two different sets of court act books with those pertaining to the peculiar jurisdiction held by York Minster and those of the consistory court held by the Borthwick Institute. Those instances heard before the bishop’s court at York and the pertaining cause papers have been collated in one holding at the Borthwick Institute of York forming a collection of papers for the Curia Ebor.

The papers rarely exist in their entirety for an individual case heard before the church courts. Nor do they reflect the level of activity in the ecclesiastical courts. The act books of the consistory court range in date from 1416 to 1508 yet record piecemeal ranges accounting for a total of just eighteen years for the fifteenth century. Though the entries in the act books are often short and record ongoing business the voluminous quantity of cases processed in the ecclesiastical courts suggests that the cause papers represent only a fraction of all cases heard before the courts. J A Sharpe has estimated that for the early modern period only 10 per cent of cases pursued in the consistory court retain their cause papers. The survival rate is believed to be less for the fifteenth century.


Over the course of the fifteenth century just 300 cases retain corresponding court material yet an index of the act books suggests a figure significantly higher than this was processed through the courts over the course of the eighteen years for which they account.\textsuperscript{59} Much like the court act books produced by the sheriff’s court, the entries in the ecclesiastical court books are often short and provide little information regarding the precise details of the case. The majority of entries appear to relate to the preliminary stages of the hearing, recording the names of the plaintiff and defendant and the fixed date for the cause to be heard in court, without any reference to the nature of the case.\textsuperscript{60} Though cases can be traced through the act books, entries appear only as a reference to the business conducted on that particular day and provide more detailed information regarding the advocates, proctors and lawyers involved than they do the intricacies of the case or the stage to which the case had progressed.\textsuperscript{61} Although the act books alone do not give any indication of the true frequency of pleas of debt as instances ran over multiple court sessions, they do point to the popularity of the ecclesiastical legal system in York. The accompanying cause papers, though only a slim percentage of the number of cases processed in the courts, provide the intricate details surrounding the sociable functions of late medieval credit and debt.

Ascertaining the true level of business processed through the ecclesiastical courts in York is highly problematic not only because of the patchy survival of the records and the varied levels of detail found in the different sources but due also to the structure of the lower ecclesiastical judicial system. Across diocese in England the structure of those courts beneath that of the Archbishopric is ad hoc. In many cases the court records of those prebendal and peculiar courts survive as unique records pertaining to a respective

\textsuperscript{59} Smith, \textit{The Court of York 1400-1499}.

\textsuperscript{60} Examples taken from Consistory Court Act Book, Cons. AB. 1, 1417-1420 and Cons. AB. 2, 1424-1427, Borthwick.

\textsuperscript{61} For instance the case between William Moubray and Agnese Aliyum, March, 1484, gives details of the prosecution proctor and their intent to call witnesses on behalf of the defendant but not the details of the case. Consistory Court Act Books, Cons. AB. 4, p. 2.
court ‘each tending to cover a limited period of time from a particular place and to be idiosyncratic as to content’. Within this band of jurisdiction, beneath the episcopal level of the Archbishopric ordinarily reserved for issues of appeal and only occasionally an instance of first resort, jurisdictional competence was limited to particular geographical boundaries and in some instances, as in peculiar courts, dictated by custom. The papers of these lower courts thus not only fail to conform to a standard format but often present challenging paleography when compared to their counterparts in the later medieval civic and borough courts. The professionalisation of the ecclesiastical courts in the twelfth and thirteenth centuries marked a move towards greater record keeping and attempts at clearer demarcation of the boundaries between secular and ecclesiastical jurisdiction. No doubt the legal treatise of Glanvill were produced in the late twelfth century in response to the growing number of courts emerging in the newly defined legal hierarchy. The increasing number of courts in the late medieval period generated records in greater number and greater variety. As such the ecclesiastical courts prior to the Henrician Reformation have received limited historical attention and there exist only a few collections appropriately catalogued and transcribed despite the revealing information they hold for the everyday life of late medieval England. In the Yorkshire region under the authority of the Archbishopric of York there existed a multitude of complex courts forming that group of ‘lower ecclesiastical jurisdiction’ identified by L. R. Poos. The division of courts between the prebendal and the bishop’s court is reflected in their current cataloguing system with the act books of those from the lower ecclesiastical jurisdiction being held by the Minster whilst those cause papers pertaining to the bishop’s court are deposited in the Borthwick Institute.


63 Poos, Lower Ecclesiastical Jurisdiction, p. xii.

64 Poos, Lower Ecclesiastical Jurisdiction, p. xii.
The decision to prosecute in either the secular civic courts of the sheriff or mayor or the ecclesiastical courts would have depended upon a range of factors including cost, ease of access, personal preference and the efficiency of the court. Whilst the costs involved in each court are not clearly stated in the act books, some details do remain which hint at the financial considerations facing plaintiffs in the complex legal infrastructure in York. Within the sheriff’s court books some expenses relating to the preliminary listing of the pleas are recorded towards the end of the court book for the second shrieval year with fees ranging between 2s and 3s. Pleas of debt record summons at 2d, warrant of attorney at 2d, distraint at 4d, entry of judgement at 8d, plea at 4d, capias ad satisfactionem at 8d, and the attorney fee at 8d, generating a total of 3s. This list of expenses however, relates only to the summons, the first stage of the court procedure and excludes the expenses of legal staff.

The ecclesiastical courts at York do not hold specific records pertaining to the standard fees charged in a plea of debt in any more detail than those fee tables produced in the early fourteenth century by the then Archbishop of York, Greenfield. Customarily the amounts charged by legal staff in each court hearing were determined by Christian ethics, with the recommendation that the legal fees of the poor were waived, and varied across cases. However, a series of expenses in an appeals case of defamation reveals the high costs involved in litigation in the church courts at the close of the fifteenth century. An appeal against an earlier ruling in an instance of defamation brought before the consistory court in 1453 includes a list of legal expenses. The case was initially brought by two brothers, John Rogers and Thomas Rogers, against John Baxster in a plea of defamation, having been accused by John Baxster of poaching. The papers contain a list of expenses paid by Baxster to the brothers to cover the cost of the hearing after he was unsuccessful in the appeal. The initial fees relating to the summons are slightly less than those recorded in the expenses of the sheriff’s court. Registration is listed as 2d,

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arrangement of prosecution proctors as 2d and a fee to fix the date of 5d. However, the additional expenses of the prosecution proctor and accompanying staff and legal fees involved included in this list of charges are comparatively high. Legal fees of the proctor and staff equated to 19s 3d, fees and taxations paid to the city amounted to 15 d, the production of witness testimonies was recorded at 2s and travel at 4s.66

Although the fees listed in this case appear high in relation to the salaries recorded in the account books of priories, church courts and in secular examples as at the King’s Bench, the accumulation of additional expenses could dramatically increase the charges and fees forwarded to defendants. High costs do not appear unusual in the consistory court. In a plea of defamation and theft the legal fees charged totalled 20s and 4d.67 In 1311 Archbishop Greenfield of York had set a fee schedule in which an advocate might earn up to 50s for a year’s service and a proctor 10s, an amount far less than that quoted in the legal fees of the proctor and staff in the single instance of defamation between the Roger brothers and John Baxster.68 The fee schedule set in the early fourteenth century at York remained un-changed up until the sixteenth century. Durham Priory in 1439 maintained two permanent members of staff at the York consistory court, paying an advocate a yearly fee of 26s 8d and a proctor 6s 8d.69 Yet records at York and Norwich for the early sixteenth century, at a point when the fee schedule remained unaltered, note that additional costs caused average fees per cause to increase to 30s, a sum far higher than the maximum of 40d to be charged in the King’s court of common plea for an individual hearing.

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66 CPF. 190, appeals, defamation theft and character, John Roger and Thomas Roger v. John Baxter, 18/12/1453-01/04/1453, Borthwick.
The legal fees involved in a plea of debt would certainly have impacted the propensity to prosecute. In the instance between the Roger brothers and Baxster it is the legal fees which appear to have prompted an appeal from Baxster. Though pay scales set by the Archbishop imposed regulations on the maximum amount chargeable per case, the inclusion of additional charges such as expenses covering travel and, as in the case between Rogers and Baxster, wine and bread consumed by the legal staff during the trial, charged at 6d, could dramatically increase the amount payable per case. The fee for the re-opening of the case in this instance of appeal was charged at 4s, not an inconsiderable sum for John Baxster to have taken on so as to contest the legal fees imposed upon him as the losing party. The monetary costs involved in the pursuit of legal cases within the ecclesiastical court could be high and were evidently hotly contested amongst plaintiffs and defendants.

Most instances never developed beyond an initial summons at court. The threat of a legal hearing, the costs involved to the defendant if found guilty and the possible damage to reputation meant the vast majority of cases were, presumably, settled outside of court once the threat had been made manifest in the summons to court. The speed at which the court operated impacted on the plaintiff’s choice of legal forum. Marchant has identified the court of York Minster as being particularly slow. A random sample of 30 defamation cases taken from 1592-1637 showed an average time of nine months from the last date the slanderous words were spoken to a sentence being passed in court. Marchant however has based his evidence on the date the slander was spoken not from the date the cause was first processed in the act books. The method is questionable. Slander and defamation cases were often processed after the slander had been repeated and cause papers often cite the implications of the slander indicating that some time had lapsed between the instance and the legal process. Marchant gives no indication how soon the plaintiff sought legal restitution after the slander had taken

70 Davis, Medieval Market Morality, p. 136.

71 Marchant, The Church Under the Law, p. 65.
place nor whether those cases sampled were part of a more lengthy process of appeal. Many instances that appeared before the prebendal court were settled swiftly after just two sittings, roughly within three weeks. By the sixteenth century local secular courts had also undergone substantial reform with Assize and Quarter Sessions offering a regulated and efficient means of prosecution. Without charting the resolution time for comparative instances of defamation in the secular courts and those at the lower level of ecclesiastical courts, to suggest that the ecclesiastical legal system at York offered an inefficient means of resolution fails to consider how it compared to alternative courts in comparable instances.

Reading Credit in the Cause Papers

The survival rate of the papers within each case is varied and many cases are clearly missing significant numbers of leaves. Where cases are complete and retain the documents in full they include the summons to court, deposition, deponent’s answers to questions of interrogation, appeals of defendants and, in some cases, punishments. In instance relating to debt, the detail in the cause papers gives a rare and in-depth account of how credit was contracted including a description of the physical rituals surrounding the agreement of the contract and the fallout leading the collapse of the agreement. The detail is unparalleled when compared to the civic courts in York and the brief instances recorded in the prebendal ecclesiastical courts. In the act books of the sheriff’s court only the name of the defendant and plaintiff are listed alongside the amount demanded in the plea. Additional information regarding the status of the plaintiff and defendant, their occupation or whether they had the means or property from which to recover the debt, gives an indication of the status of those involved and hints at the possible hierarchy between borrower and lender. But the means by which the credit had come into fruition and the terms and conditions surrounding its repayment remains elusive. Likewise the detail recorded in the instances of the prebendal courts is limited. In 1453

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72 Sheriff Court Book Part II, E25A, York Archives.
John Morphat was summoned by Thomas Hebday to the prebendal court at Ripon in an instance of breach of faith. He admitted the act and made the payment of 2s for the debt and 3d in court fees. Although some cases do relate surprisingly interesting information such as a plea of breach of faith at Ripon in which the contract had been agreed next to the font in the nave of the parish church, rarely do instances go beyond this basic information. A study of the plea rolls of the court of Exchequer against those reports of the apprentices of the law suggest that swathes of recorded speech were omitted from the final plea roll. Recording direct speech as opposed to the indirect speech of the plea roll, the reports show that much of the argument made, particularly when considered tangential to the final outcome, was omitted from the roll. The same appears to be true of those lower ecclesiastical jurisdictions where the records fail to record the arguments made or list individual deponents and their statements. Without additional documents, such as the reports of the Exchequer, the process behind each church court remains elusive and specific to the customs and rituals of each jurisdiction.

The extent to which the language used to describe credit in the cause papers of the consistory court at York can be taken as representative of that used at the point of the original credit agreement is problematic. The issue of translation alone presents many obstacles when attempting a qualitative reading of the nuances of the language of credit; ‘nearly all medieval English court proceedings were recorded using heavily formulaic and grammatically imprecise Latin. The few surviving rolls in English confirm the existence of a considerable difference between what was said in court and what was written down. [...] Clerks may have not merely translated the language of proceedings

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into legal Latin, but may have translated the proceedings themselves into a standard
idiom.’ The scribe at court translated the vernacular English into Latin. The rolls of
the court of Exchequer for the thirteenth and fourteenth centuries are predominantly
written in the Anglo-French spoken at the time as court documents recall that
proclamations at court were read aloud in French. The instances at York however, were
clearly translated from a vernacular English. Many cases, particularly in instances of
defamation, record the exact words spoken by the defendant in English. Latin had
served as the common medium of literacy for written documents and continued as such
in the ecclesiastical courts as the language of Christendom. Levels of literacy amongst
the lower orders of medieval society are difficult to gauge. Presumably through the role
of the church in the daily lives of the parish some basic knowledge of Latin was
circulated. At court documents were translated not only as they were written from the
oral testimonies of litigants and witnesses in the vernacular English but again as they
were read aloud in English by the proctor who read from the Latin articles to the
witness or judge. Though the final document arrives in Latin it thus underwent
multiple processes of translation during the trial as it was spoken and recorded.

The scribe not only translated the spoken English to written Latin, the language of the
court, but also to a particular legal language. The professionalisation of the legal system
ushered in a new legal language of the court. By the fourteenth century there was
already a formal and technical vocabulary of the courts with words that ‘had come to
bear a specialist meaning in their legal context which they did not bear in other

footnotes:
78 See cases; C. P. F. 286, testamentary and debt, John Gray v. John Norman, 26/11/1495-31/05/1496, Borthwick., C.P.F. 335 defamation sexual slander, Margaret Roberts v Walter Gray, 1465, Borthwick., DC.CP. 1496.2 Richard Rawson v. Thomas Vicars, Borthwick.
79 Clanchy, From Memory to Written Record, pp. 239-240
80 Clanchy, From Memory to Written Record, p. 209.
contexts'.\(^{81}\) What is more the scribe recorded the accounts as the words were spoken. The documents are written in a basic tense and many include multiple corrections and additions sometimes in a minuscule, almost illegible, hand. The words of the actors in the case, the plaintiff, defendant and witness, come through many layers of translation from the vernacular to the Latin, to the legal formulae and again through modern transcription and translation. Finding in the cause papers of York the voice of the witness, plaintiff and defendant is challenging. The deposition, summons, appeals, articles and questions were all framed in the language of the court. Written and presented by the prosecution proctor they clearly present the voice of the legal institution rather than the words of the actors in the case.\(^{82}\) Once a plaintiff had selected legal professionals many chose not to attend future hearings unless summoned.\(^{83}\) Legal cases could be heard over multiple sessions and witnesses were called to attend for just one day to answer an *interrogatione*. The case was often processed in the absence of the plaintiff and defendant and could be processed under the influence of legal professionals alone.

Despite the court documents arriving through multiple layers of translation, the evidence found in the court records reflects the words spoken in court. The range of offences listed in the civic courts in the work of McIntosh points to a legal profession which, though familiar with legal terminology and phraseology, formulated presentments that more closely represented the concerns of the litigant than the formulae of the law in Latin.\(^{84}\) Despite the increasing use of legal formulae the need to record testimonies accurately was stressed to clerks in the church court. The transcripts of the scribe at York can be taken to be close to those words uttered at court. In

\(^{81}\) Brand, ‘Inside the Courtroom’, p. 110.

\(^{82}\) Bailey, ‘Voices’.


particular the detailed accounts of the deponents which recalled the original oral agreement. The significance of the legal system on shaping the court record has been highlighted by Phillipp Schofield who has identified in the manor courts evidence for oral contracts enforced by witness testimony. Written proof was rarely submitted and instead debts were contested by compurgation or proof of witnesses. Legal procedure was shaped in response to the system of oral contracts and placed special emphasis on the accounts of witnesses. The same is true of the ecclesiastical courts where the particular words spoken in a binding oath, as a promise before God, or in instances of defamation were considered proof. In instances where the exact words of the deed were contested the scribe recorded the words of the deponent in the vernacular. Through the court records we can hear the voices of the actors in credit agreements despite the translation of the document from Latin and the increasing use of legal formulae precisely because the court enforced a system of proof based on testimony reflective of the credit economy build on oral contracts.

Conclusion

The courts at York offered a multitude of forums in which pleas of debt could be heard. Over the course of the fifteenth century the relationships between these courts and their popularity shifted. As the recording of credit agreements in the mayor’s court for the recognisances of debts declined, piecemeal evidence from the sheriff’s court suggests an active market for small-scale credit persisted well into the late fifteenth century. Despite only a small number of cause papers pertaining to instances of debt remaining in the Borthwick collection, the act books hint at the volume of cases routinely heard in the popular forum of the ecclesiastical court. Moreover this material relates only to instances of formal legal proceedings and whilst it hints at the informal arrangements, reconciliations and tally systems which no doubt predominated the informal credit transactions of day-to-day buying and selling in York they can not

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85 Schofield, ‘Credit and its Record'.
quantify this low-level economic activity. The level of credit in and around York beneath that of mercantile activity can never be accurately accounted, the runs of material are too short and where they do exist they provide little of the information needed to accurately account for the number of pleas of debts or the sums contested. However, the cause papers do reveal the ways in which credit agreements were conducted, the social bonds forged within these transactions and the reputations brought into question as they failed. The bishop’s court at York has left a substantial series of legal suits with over six hundred cases catalogued at the Borthwick Institute for the period 1300-1500. Although these cases represent only a fraction of the instances listed in the act books it is a body of material unparalleled for this period in other ecclesiastical courts. The court, held at York Minster within the city walls, operated from 1300-1858 and heard cases from across the diocese of York, an area which encompassed all three ridings within Yorkshire up until the demise of the ecclesiastical court in the mid nineteenth century. Cases concerning defamation, debt, property, probate and marriage were all brought before the church court at York. It is not until recently that the contents of the vast archive from the Archbishopric have been routinely cataloged in an online database compiled of digital images of the original latin transcripts at the Borthwick Institute of York. The vast array of cases heard offer a unique insight into the social, economic and cultural development of York and the surrounding region in the north of England. Despite this the collection remains under-used.

The make-up of the courts in York and the subsequent records in the archives has guided the selection of material in the following chapters. Though the cause papers that survive account for a small percentage of those instances brought before the bishop’s court, and an even smaller section of those pleas of debt brought across the plethora of the lower ecclesiastical courts in York, the depth of detail within the documents allows


for a qualitative study that can recreate those longer chains of small sums of credit that propped the newly emerging cloth industry in the north of England. Though the instances are unique to the court in which they were filed, these pleas of debt attest to the credit economy that continued to exist despite the demise of mercantile networks in the north. The following chapters take in turn the three main legal pleas under which debt was pursued in the ecclesiastical courts at York that is instances of testamentary, breach of faith and defamation. Each case sheds light on the webs of dependency in the credit economy in the Archdiocese of York, the practicalities surrounding its extension and plans for repayment and the language of morality that influenced economic and social interactions of participants in the vast credit network attesting to the significance of reputation in the late medieval market. The documents are considered in light of the legal framework in which they were pursued and consideration is given to the autonomy of the law and the dialectical relationship between the moral codes of behaviour that governed economic activity and the legal code designed to restrain and check transactions in the market.
Hidden Credit

The credit economy of the fifteenth century was characterised by lateral relationships and encompassed all households within a community. Even the poorer households appear through the church records to have acted as both creditors and debtors. In Ripon in July 1455 Helen Penreth owed more debts than she had owed to her and therefore did not make a will.\(^1\) Despite having no goods to gift in a will, after accounting for her debts, she had both credits and debts outstanding to be reckoned by the court. Yet the records of debt litigation only ever reveal those debts that were contested and the costs of litigation mean that those contested debts are substantial when compared to the credits we might assume to have been made in everyday purchases of consumable goods at the market. This type of everyday credit, tallies chalked up at the market and informal exchange in kind and favours extended between neighbours, was ubiquitous in the market yet is rarely found in the archives. Over half of all trade after 1300 is estimated to have bypassed the formal marketplace and instead to have been conducted on informal accounts.\(^2\) Testamentary causes often recall long-standing credit agreements and in doing so reveal some of these informal oral agreements. Most importantly the process of probate and the means by which a will and inventory was proved at court suggests that household accounts were common amongst the literate and elite households and informed the litigation process when a will was contested. Executors appear to have been able to chase credit agreements made on oath recorded both in the memory of witnesses and attested to in depositions before the court as well as those recorded in written accounts.\(^3\)

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\(^3\) Schofield, ‘Credit and its Record’.
These accounts give a valuable insight into how households managed credit, who they lent to and how they reckoned informal and ongoing tallies. When attempts to quantify levels of credit in the fifteenth century have been predicated on and limited to the credits of the mercantile elite, with credits in the London Grocer’s Company averaging over £30 per head, these accounts allow for a reconstruction of the credit economy as experienced by the general population. The accounts that survive in the archives belong to the households of the elite or, as argued by Blanchard in the case of Nicholas Eyre, an elite peasantry, but the details they reveal are not limited to the activities of the upper strata of society. Instead we find accounts with stall holders at the marketplace, wages paid in kind to labourers and disputes over rents with tenants. These household accounts can therefore give some indication of how a wide spectrum of society experienced coin and credit. They suggest that some form of rudimentary accounting, be that in the form of account books, receipts or tallies for deferred sales, was fairly common in day-to-day buying and selling at the marketplace. Though rare there are a number of household accounts that survive from late medieval England. The Stonor papers and letters of the Paston family have been extensively studied as records of local government and are reflective of the mercantile interests of the gentry. Both sets of papers detail accounts with merchants in the port of Calais as well as the management of rural estates, including the collection of rents. The accounts of Nicholas Eyre and his household have been transcribed by Ian Blanchard and deposited in the Bodleian Library. Though far more limited in quantity, they are used here as an example of the type of regular book keeping that may have been more common in the household of the elite peasantry. A member of the lesser gentry operating a farmstead and small mine in Hassop in the High Peak region of northern Derbyshire in the late fifteenth century, his records reveal the social relationships and obligations that underpinned his credit

4 Bolton, ‘Was there a ‘Crisis of Credit’?, 152.

dealings. They stand as an example of those accounts that might have been routinely kept by smaller householders or market stall holders.

That accounting was perhaps more prevalent than previously considered has been widely acknowledged in the works of Schofield, Blanchard, Bolton and Dyer, but how these accounts functioned in the marketplace as proof of debts owed is less clear in the records available. That they acted as a form of proof comparable with oral testimony in the courts is demonstrated in a testamentary cause in which business accounts were lodged with the court at York as evidence. The accounts of Eyre too were similarly produced when tallies were contested. The evidence discussed here suggests that despite a legal system that prioritised oral testimony the written record was also accepted as proof in pleas of debt. What’s more it points to a system of household maintenance concerned with the economic dealings of each household member, conscious of those debts owed and loans extended.

‘They may faithfully pay my debts’: Executing a Will

Ecclesiastical courts drew upon Roman Law, which allowed for the involvement of priests in the fulfilment of the charitable bequests of testators, to justify hearing cases of debt in probate litigation. Within this justification particular emphasis was placed upon the importance of the executor as a representative of the descendant’s pious wishes on pain of excommunication. Testamentary causes pursuing debts frequently appear in the catalogue of causes heard at the church courts of York. Elected executors of the will appeared as both plaintiff, pursuing unpaid debts to the testator, and as defendant, tried for failing to repay the outstanding debts owed by the testator. Testamentary causes placed great emphasis on the binding nature of the role of executor in the testament and in doing so created an office of unique importance in

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probate procedure. A deposition taken from a case in 1517 between Richard Newman, executor of the will of John Simpson, and Richard Fawcett, executor of the will of James Fawcett, stated that the executor, Richard Fawcett, was ‘committed by the ordinary of the place at the time of the administration to the pay the debts [of the testator] having sworn upon the Holy Gospel, corporally touched by him.’ In failing to pay the debts, the executor was accused of having violated his oath and breaching his promise thus impeding the executor of the plaintiff’s will, Richard Newman, from performing his duties in collecting the debts owed to the deceased. The case was thus brought before the court on the premise that the executor was not only failing to perform his solemn duty, having sworn upon the Bible to do so, but in preventing another executor from upholding his own promise. Testamentary causes were heard before the church courts on the premise of the breaking of a solemn oath. As such the emphasis was often placed on the failings of the testator and the subsequent conflicts rather than the conditions in which the original credit agreement had been transacted. The oath of Richard Fawcett to uphold the last will and testament of his father was ‘violated’. Debt in these cases ranged from goods owed, payments in arrears, objects loaned, payment for services, unpaid or ongoing debts for dowries as well as sums of money lent.

The exact process behind a testamentary cause is not entirely clear. Instances in the prebendal courts of Ripon show that the executors read the will before the court and presented a copy of the associated inventory. In June 1456 Elizabeth, wife of the recently deceased John Milner, announced the death of her husband and read aloud the will ‘with her husbands blessing’ alongside the presentation of her husband’s inventory.

8 ‘Ricardus Fawshede executor testamenti dicti Jacobi patris sui ad solucionem debitorum eiusdem erat per loci ordinarium tempore administrationis sibi commise in forma iuris ad sancta dei evangelia per ipsum corporaliter tacta iuratus’, C.P.G. 85. breach of faith, Richard Newman v. Richard Fawcett, 1508-1517, Borthwick.

9 C.P.G. 85, Newman v Fawcett, 1508-1517, Borthwick.

10 ‘ecusant ac recusat in por juratam suam violandus et promise incurrondis’, C.P.G. 85, Newman v Fawcett.
Prior to the court appearance she had already consulted an official who accompanied her and was holding the goods of the deceased for a fee of 2s.\(^{11}\) In a separate testamentary cause, Alice, the wife of the recently deceased Richard Bramhow, presented his will before the court of Ripon on the twelfth day of September. The will was proved on the same day. Almost a month later on the sixth day of October, Alice and the fellow executors of the will presented an inventory ‘on paper’ before the church court.\(^{12}\) The process of presenting a will, from the reading of the will to the proving of the will and the final stages of the inventory, were all presented before the court. The limited detail in the prebendal courts does not state, however, whether debts were listed within the inventories and announced before the jury. Wills proved in the Halifax region of Yorkshire in the fifteenth century and catalogued in the York Medieval Probate Index very rarely make reference to debts owed. Where wills do mention debts outstanding it is with a simple prefix ordering executors to pay any debts such as that recorded in the will of one John Sayvell who named his executors ‘that they may faithfully pay my debts and dispose for my soul as to them shall seem most expedient’.\(^{13}\) How these debts were recorded is unknown. Inventories prior to the sixteenth century are rare and the process by which executors tallied the debts with which they were charged is difficult to discern. It is possible that the debts were well known to the executors and were simply collected based on little more than the memory of those witness to the original credit contract. It is also possible that some form of written accounting or credit instrument may have been left alongside the inventory.


In 1489 Gilbert Lacey and Percival Amyas, executors of the will and testament of John Lacey, knight, brought Edward Pilkington to the church court at York for failure to repay a debt as listed in the last will and testament of his father, Charles Pilkington, knight. When John Lacey had passed away, he left gifts of five marks for each of his executors and their families for the administration of his will. In order to raise the funds to cover the payments and gifts in the will, Gilbert and Percival arranged the sale of ‘forty horned animals’. It was Charles Pilkington who had attended the sale and purchased the cattle. The witness Robert Henryway recalled the original transaction between Charles and the executors of John Lacey when he claimed the animals had been released to Charles Pilkington and the payment deferred on the promise that Charles would pay the sum of £20 to Gilbert Lacey. This practice of selling goods and calling in debts owed for the administration of bequests in the will was not unusual and was widely practiced across the wills of merchants in the north of England during the period. But when Charles Pilkington passed away, his original debt to John Lacey was left to his son, Edward Pilkington, who was elected executor of his father’s will. Following the trend of testamentary causes and debt, the deposition states an intention to prove that the will was proved and verified and that Edward Pilkington was the named executor with responsibilities to administer the goods of his father. The presentation by the prosecution proctor acting on behalf of Lacey and Amyas declared that Edward was ‘bound by his physical body [...] against the impediment of the highest will’, a promise to repay the loan in his capacity as executor which he violated. In pursing Edward Pilkington they accused him of failing to perform his duties as executor to his father, witnesses claiming that it was publicly known that Edward was declared

14 CP F. 274, testamentary debt, Gilbert Lacey and Percival Amyas v. John Lacey, 0/02/1489-18/03/1489, Borthwick.
15 CP F. 274, Lacey and Amyas v. Lacey, 1489, Borthwick.
16 Kermode, Medieval Merchants, p. 204.
17 ‘forma suo corpore strictus [...] contra impedimentum pias et ultimas voluntaties’, CPF. 274, Lacey and Amyas v. Lacey, 1489, Borthwick.
executor and that he had publicly and truthfully promised to make the deposit of £20
manifest before the public notary but had made no plans for the deposit to be paid. The
debt owed by Charles Pilkington to John Lacey was publicly known and presumably
recorded in the will of Charles. Many of the gifts listed in the will were only to be made
available upon receipt of outstanding payments. A yearly obit for instance was to be
implemented for John Lacy and his wives, costing 6s 8d, money which the ‘executors
shall receive [it] from William Wode and his executors from the rent of a certain close
called Pokokecroft’.  

Credits owed from incomes were carefully accounted for in the
will and again were likely to have been recorded in some form of household accounts,
William Wode was recently deceased and had presumably made arrangements in his will
for the outstanding rents to be made payable by his executors.

Testamentary causes often recalled long-standing debts and depended upon depositions
of those witness to the original contract to confirm the credit arrangement. In a dispute
over a dowry promised conditionally in a will, confusion arose over what had and had
not been received over time. John Gray had been promised a dowry by his father-in-law
of four oxen, land ‘sown on John Norman’s cote in the feld of Barton’ and a cash sum
of £20.  

It was understood by witnesses that the promise had not been fulfilled and
John Gray left discontented. The promise had been made nine years prior to the death
of John Norman and when making his will John Norman had offered to fulfil his
obligation stipulated previously in his offer of dowry to John Gray on the condition that
he married his daughter Alice; ‘John Gray was content with the promise and so married
the said Alice, solemnly’.  

He claims he had received land ‘ploed and sowen’, 10 marks
and no more of the £20 promised, four oxen and two cows but not the promised horse,
mare and sheep and therefore believed ‘I had part and part I had not’.  

The payments

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were restricted by the executor of John Norman’s will, another John Norman, merchant of York, who had subsequently seized all goods and chattels. He had died just three days after making the will and so it was to the witnesses of the original promise of the dowry nine years beforehand that John Grey, in joint pursuit with his wife Alice Grey, turned to in a plea to prove the validity of the original claims of her father, John Norman, and to reclaim the dowry promised. Proving these cases in court was difficult. John Norman had promised a dowry that ‘would extend in death’. Who was keeping track of those gifts made to John and Alice Grey over the preceding nine years is not clear. John and Alice had certainly made note and John Norman had promised the debt would be settled in his will so he too presumably had an idea of his outstanding obligations. Behind these conflicts is a system of hidden household accounting either made manifest in written documents left to the executor or in the memory of those to whom the credit was owed.

The same case between Newman and Fawcett from 1517 holds two additional documents which shed some light on how executors went about collating the accounts of the deceased. Richard Fawcett, the executor of the will of his deceased father, James Fawcett, appears to have produced two additional documents proving that the debt owed by his father, was in fact, held in outstanding credit agreements. The first takes the form of an account listing those debts owed to James Fawcett, amounting to the total charged by the plaintiff in the instance. It is not clear if this document, attached to the deposition, is one of James Fawcett’s original records, perhaps a rudimentary form of accounting, or a copy taken by his son on being called to court. Either way it is indicative of an ongoing practice of recording debts and loans, even for the small figures of a few shillings itemised in the accounts. The second appears similar to an inventory, listing those goods owned by James Fawcett with which his executor had been charged. The goods in the inventory were valued by four associates of James, one of whom conducted business buying and selling grain with the testator. This inventory which

23 CP. G. 85, Newman v Fawcett, 1508-1517, Borthwick.
values moveable chattels including a horse and blankets also lists outstanding debts. Stephen Wertherherd owed 16s 8d and George Sygyswib owed 14s. James Fawcett owed a total of 20s and 10 marks to Fountains Abbey and for two outstanding rents. The inventory was drawn up at the same time of the will, just one week before the date stated on the will and two weeks before the will was proved in court. The debts listed in the inventory stand apart from those in the accounts and appear in relation to bequests made by James, including a gift of his clothing to the poor, suggesting that the debts listed here were delineated from those business agreements listed in the accounts.

Though the wills which correspond to the testamentary causes may not themselves detail the debts of the deceased, it is clear that the instruction for executors to first and foremost settle outstanding accounts would, most probably, have been made in relation to additional documentation, be that business accounts, an inventory or common public knowledge for which evidence is not always recorded or preserved in the archive.

The accounts in the case between Newman and Fawcett clearly attest to the importance of household accounts not only for the recording of daily expenditure and rental incomes but for business dealings. The inventory of business debts points to a complicated arrangement for the buying and selling of grain. It would appear that James Fawcett, testator, had purchased grain in large sums from John Simpson, testator, to sell on in smaller portions. The inventory of business debts points to a series of smaller sales to individuals who appear to have formed part of the kinship group of James Fawcett. Thomas Ellyson, appears three times in the accounts purchasing grain from James Fawcett. His brother, John Ellyson, who was a priest, witnessed the will of James Fawcett and was left 6 marks 6s 8d to ‘pray and syng for hym’. He was also entrusted, along with John and Roger Knoll, whose brother Thomas Knoll owed money on outstanding accounts, to value the goods of James Fawcett in the inventory. The debts listed as ‘incomplete’ in the account amount to the £5 6s 11d listed as an outstanding debt.

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24 CP. G. 85, Newman v Fawcett, 1508-1517, Borthwick.

25 CP. G. 85, Newman v Fawcett, 1508-1517, Borthwick.
debt in the will of John Simpson. In providing the accounts at court Richard Fawcett was attesting to the fact that the debts were owed by other members of the business network and not directly by his father. The debts were chased for a long period of time. The executor of the will of John Simpson appears before the bishop’s court in 1517 pursuing unpaid debts from Richard Fawcett, the executor of his late father’s will, James Fawcett. The will of James Fawcett is included with the cause papers and is dated the 24th April 1511 and was publicly proved just two weeks later in May. Richard Fawcett was found not guilty and was absolved of the accusation and Richard Newman left to pay the legal fees and expenses. The accounts were successful in absolving Richard Fawcett of the obligation. Though we can not know whether the obligation passed to those individuals who owed the money to James Fawcett, the accounts offered tantamount proof that the debt owed was not his to pay.26 When accounts such as this provided such overwhelming evidence in a court it is hard to imagine that more households did not maintain a record of their expenditure and those credits and debts routinely and amicably reckoned.

‘Wreton befer in the boke’: Credit and Household Accounting

The household account books of Nicholas Eyre are a rare example of household expenditure outside the circle of gentry households. They reveal the social relationships behind Eyre’s financial dealings and demonstrate the level of underlying small-scale credit in everyday exchange as well as the language used to describe and record these transactions. Most significantly when settling accounts and tallies with other traders Eyre’s own records clearly indicate that he was not alone in his careful record keeping. There existed a prolific culture of accounting in the fifteenth century and Eyre’s own accounts offer a rare glimpse into the extent of credit contracted and settled amicably without recourse to the courts, that hidden credit which underpinned the everyday buying and selling of small volumes of consumables assumed to have sustained peasant

26 CP. G. 85, Newman v Fawcett, 1508-1517, Borthwick.
households. Throughout his accounts Eyre clearly differentiated between ‘cownter’ and ‘det’. When Eyre purchased goods regularly from the same source he recorded the sum as a ‘cownter’, a practice that seems to have mirrored long standing accounts between vendor and buyer. For instance in the local market at Hope in July 1473 Eyre resolved a long line of credit with John Wodur under the terms of a ‘cownter’ recalling that he worked out that ‘in his las a cownt(es) hit com to xvs & iiijd’, the remainder of which Eyre paid. Earlier in June, Eyre documented a ‘cownter’ with John Sharpe when purchasing beef which took into account that Sharpe ‘had xd of det for the last yere’ and that Eyre owed him 18d all of which suggests a longer and continued contractual relationship with sellers in the marketplace. Beneath this entry Eyre does not conclude that the debt had been paid with the reference to ‘soluit’, as appears under instances of settled accounts, and the tally appears to be ongoing between the two as Eyre simple records, ‘yet I oghe hy(m) xviijd of the laste’. Sharpe appears regularly throughout Eyre’s accounts with Eyre settling both ‘counters’ and regular payments for beef indicative of the multiple types of credit both in long-term accounts and short term payments that might be ongoing between trusted vendors and customers.

These types of credit agreements for deferred payments of goods and long-running credits on account in the market were common. In the manor of Great Crosby in November 1462 such an account appears to have been settled when Thomas Botehill sued William Maryner in a plea of debt for 6s. 8d and, in the same session, William Maryner sued Thomas Botehill for the same amount. The parties reached an agreement

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29 Nicholas Eyre, ‘Account Book 1’, June 1473, fo. 4v., p. 11.

30 Nicholas Eyre, ‘Account Book 1’, June 1473, fo. 4v., p. 11.

and the amount was settled. In the same court in 1463, Henry Nicholasson sued Nicholas Ridgate in a plea of debt for 2s 9d in respect of an outstanding payment at his fish stall. In 1462 Nicholas Lunt, blacksmith, sued John Moneley on a plea of debt of 7 1/2 d. Instances of deferred payments are recorded by the scribe in the Wakefield manorial court more clearly. In November 1435 Richard Broune was presented before the manorial court of Wakefield in a plea of debt for having failed to pay for grain purchased from Henry Briton in an agreed deferred payment for a sum of 18d. That system of informal tallies, ‘counters’ and deferred payments identified in the work of Christopher Dyer extended to include part payment for goods. When settling accounts John Bradford owed 4s to Thomas Roberd in part payment for two oxen purchased two years earlier and Robert Kirkhill owed 3s for the part payment for half a butchered cow. Deferred payments and part payments formed a crucial role in the maintenance of exchange in the medieval marketplace. More detailed accounts of how these types of informal credit agreements were drawn up can be found in some of the qualitative material surrounding credit cases brought before the bishop’s court in the fifteenth century. A long dispute in 1440-1449 between John Skathelok and Robert Layton contested a debt of £13 and 4d. According to witnesses, Robert Layton, esquire, had been overseeing the building work for a six foot boundary around his home when he engaged in conversation with John Skathelok on the green regarding the purchase of goods. Though the nature of the goods bought by Robert are not detailed, they


36 CP. F. 216, appeal breach of faith, John Skatheloke vs. Robert Layton, 07/11/1440-05/02/1449, Borthwick.
amounted to £13 and 4d. William Appleby, labourer on the building works, claims that Layton had stated that ‘he did not have at that time the money prepared for the payment’ and ‘asked the same John to grant him a delay up to the feast of passover’.37 Clearly deferred sales were commonplace where coin was not readily available. When Skathelock apprehended Robert at Fountains Abbey to request the sum be paid Layton attempted to delay the payment further suggesting he record it in his will. Clearly frustrated, Skathelock registered a plea of breach of faith before the church courts which was later contested in an appeal by Layton before the bishop’s court at York. Business was rarely settled in coin and a culture of deferred and partial payments on account appears to have been prolific in economic exchanges of a few pence right up to the larger expenses of building works.

Systems of deferred payments and the reckoning of accounts were not limited to horizontal relationship. Eyre also used ‘counters’ when paying wages and charging rent. Eyre regularly settled ‘counters’ with the labourer Marten Hallum which included ‘werke tha(t) he has wrought me sen(ce) the last a count(er)’, the total debt carried over from the previous ‘counter’ of 20d and the rent paid by Marten Hallum.38 When reckoning wages with William of the Leghus for threshing in his fields, Eyre also drew up an account which took into account work from the previous year and debt totalling 12d.39 There is a clear differentiation between ‘counters’ and debts within Eyre’s accounts. ‘Counters’ appear to have been used not only when dealing with fellow merchants but also with individuals with whom Eyre had a long-standing relationship. Eyre frequently recorded the services rendered by Colyn Eyre, tailor, with whom he had continuous engagement, ‘Cownter made w(i)t Colyn Eyr(e) on Sonnday next after martynmas for sewing v(i)z all my gayr, my wyf et my childr(en) al the hole com(es) to xiijs. et vjd. of


38 Nicholas Eyre, ‘Account Book 2’, May 1475, fo. 3r, p. 33.

the cownte(s)/and so al a cowntyd of  the last acownte(s) et of  th(i)js I o(u)ghe him
xxiijs. et vjd. de claro’. Presumably a familial relation sharing the same name in the same
locality, Colyn Eyre appears regularly throughout the account books having drawn up
multiple accounts.

Nicholas Eyre maintained close affinities to familial connections through patronage to
his cousin and employed the services of  those in reciprocal business relations. This is
reflected in the ‘counters’ extended by Eyre to those employed in his mine and wool
businesses. The Fox family appear in multiple capacities in the accounts. Eyre bought
eggs from the wife of  William Fox and appears to have regularly extended some forms
of  credit. In February 1473, Elyn Fox had 5d of  which she had not repaid and later that
year Eyre extended 3s to Ellys Fox, for which she was in debt 14d.40 In October that
same year Ellys appears again receiving 20d for spinning wool for Eyre of  which 10d
was paid.41 These instances of  clearly reciprocal relationships and ongoing ‘counters'
drawn between long-standing acquaintances and family members differ to those
instances of  debt recorded in the account books. Much briefer records of  debt such as
‘Ric(hard) hulley had iiijs. vjd. of  det’ and ‘John Wodhouse the huste(ler) had vjs. et viijd.
det’ involved individuals mentioned only once in the documents and were expressed in
purely monetary terms in contrast to the ‘counters’ which took into account labour, rent,
services and goods.42 It is possible that these records of  debt, usually contracted in
market centres, reveal Nicholas Eyre to be involved in more formal money lending.

Similar instances within the court rolls suggest that in some instances individuals or
institutions acted as money lenders. In June 1435 in Wakefield, Oliver Furbishour and

June 1473, fo. 6r.

41 Nicholas Eyre, ‘Account Book 1’, October 1473, fo 8v.

42 Nicholas Eyre, ‘Account Book 1’, fo. 18 v., ‘Account Book 2’, fo. 9r.
Thomas Diconson, both chaplains, appear attempting to recover debts in two separate instances from Robert Pelle and Elisot Pelle.43

The weekly market would not have met the needs of a household and instead exchanges between neighbours in between market days must have been a regular occurrence. These exchanges were facilitated by a system of deferred payments and the production of a ‘counter’ drawn up at regular intervals.44 As in the accounts of Nicholas Eyre ‘counters’ and long-standing tallies were commonplace with those merchants, vendors and individuals with whom he dealt with regularly such as the Fox family with whom he created a series of intricate webs of indebtedness. The interconnectedness of individuals within credit networks created long chains of credit. In the manor of Wakefield, William Sutton, vicar of Birton, sued John Sike junior and Adam Grene in a plea of debt. In the same court John Sike junior went on to sue William Sutton and John Kaye in a plea of debt, in response to which William Sutton called in debts from Thomas Tynker and Thomas Atkynson.45 The records do not clearly identify a group of professional money lenders with any certainty. The accounts of Eyre do not run in sufficient volumes to be certain that the debts were singular occurrences and not part of a longer chain of indebtedness and instances within the manorial rolls only hint at prolific lenders without any details surrounding the circumstance of the credit agreements. What the records can tell us with certainty is that a plea of debt was often only a single link in a far longer chain of indebtedness. The interactions of Eyre at the market were propped by those wider credit agreements the existence of which are hinted at in those instances contested in the manorial courts.


Household accounts were a vital tool for the settling of debts. In Sheffield in June 1474, Nicholas Eyre recalled a debt owed to him for animal hides. He was paid in silver and leather which had been valued by the purchaser at 5d, an amount which had been contested as Eyre recalled ‘he say(es) j get no mor.’ Conflict around credit, in particular the varied accounts attesting to its contraction and the value of the debt, appears to have been expected. The account books of Eyre were more than a tool for managing household finance and acted as a means of proof in credit disputes. In March 1476 when a complex ‘counter’ was contested, Eyre referred to an amount previously recorded in the account book as evidence. He had met with ‘trolop’ to settle a ‘counter’ and recorded that iiiijd. was ‘now alowyd th(a)t is wreton befer in boke’. Likewise ‘trolop’ brought up an outstanding debt himself claiming that Eyre owed him 2d for cloth that had not been previously reckoned. The accounts of Eyre consist of a series of receipts for purchases settled in cash for an ongoing account of daily outgoings as well as the longer series of credits agreed as part of a ‘counter’ or tally. These documents were clearly intended to act as a record to be consulted in the future. In the accounts attached to the mining business, the ‘Quarry Accounts’, Eyre recorded contracts with his workers. In 1466 William Werrington was contracted to make millstones; he was ‘surved to wyrke with us in Ernclyf unto Martynman’. Eyre forwarded 2s and 6d to William to begin the work. He went on to detail the instalments made, ‘Wyll(iam) Werrington had xijd of bothe ower sylver’, beneath the initial contract. These entries are centred around the contract and not a chronology. The accounts of Eyre detailing the everyday sales credit of the household mirror the format of the mining accounts. The tallies recorded in the accounts books of Eyre were, much like the contracts in the mining accounts, a form of evidence to be consulted against

47 Nicholas Eyre, ‘Account Book 2’, March 1476, fo. 9r.
48 Nicholas Eyre, ‘Quarry Account’, 1466, C19/4/1, fo. 3r.
which outstanding balances could be confirmed. The details of the payments too appears to have been recorded to prevent confusion. In November 1474 Eyre recorded that Ellys Furners had 2s and 6d of debt but that it was repaid by the hand of Nicholas Page.\footnote{Nicholas Eyre, ‘Account Book 1’, November 1474, fo. 18 v.} The accounts were a surety for Eyre and were a vital form of proof in contested credits acting as a rudimentary form of contract.

**Conclusion**

When Nicholas Eyre contested his debt with ‘trolop’ he was met by an account which stated that he was in fact indebted for 2d in cloth. Eyre was not the only one keeping a fastidious account of his expenditure. Alongside his business accounts dealing in transactions associated with his mine, farm, and the selling of hides the accounts of his household detail expenses for daily purchases ranging from 1d for soap and leather to 34d spent at the fishmongers.\footnote{Nicholas Eyre, ‘Account Book 1’, February 1473, fo. 2r, March 1473, fo. 3r.} They are reflective of the everyday expenses of a wealthy peasant household in the fifteenth century. Though rare, the account books do hint at a more widespread use of written instruments in credit practices. Particularly, as suggested by Schofield, by entrepreneurial peasants, extending larger sums of credit for longer periods of time.\footnote{Schofield, ‘Credit and its Record’, pp. 82-83.} The evidence of the account books of Eyre support those findings in the cause papers. In the case between Newman and Fawcett additional written accounts were drawn upon to prove the case at court. Wills referencing debts assumed either a shared knowledge of the finances of the testator or a system of household accounting which could be referenced. Inferences can also be made as to the use of written instruments in pleas of breach of faith which record the holding of sureties in chests and manorial courts which reference document chests, indicative of a wider use of written instruments.\footnote{Schofield, ‘Credit and its Record’, p. 83.}
The extent of this form of accounting is difficult to determine. The ongoing reckoning of accounts was a regular occurrence in Eyre’s market transactions. In instances where Eyre extended credit to employees, deducted debts owed from their wages or used payments in kind for labour, credit was used to facilitate exchange in a cashless economy. The lack of petty coin clearly impacted the ability to make payments. Yet this petty credit did not function fully as an ‘alternative currency’. Household accounts such as Eyre’s and those referenced in encounters with trolop and in the cause papers of Newman and Fawcett appear more akin to personal accounts than any form of transferrable bill. The impact of this petty credit on the monetary supply, even in the local economy, appears to have been limited. The written instruments of household and business accounts did not provide a means of transferrable credit that differed from the tallies and accounts at the marketplace, suggesting this petty credit contributed to the velocity of coin rather than embodying the functions of coin. The legal infrastructure supported oral credit, making written accounts the preserve of the literate and written contracts more relevant to those extending larger sums in the form of a loan.

Eyre’s accounts reveal that portion of trade and credit that bypassed formal marketing structures and the records. Eyre was operating in the High Peak of Derbyshire and many of his transactions occurred at the central marketplaces of Sheffield, Chesterfield and Rotherham yet a substantial amount also took place in the rural areas of his home town of Hope, outside formal markets. Those transactions outside the major centres highlight the types of credit and trade that circumvented the official records of the borough market. After 1350 no charters were issued for the establishment of new markets or fairs in the Derbyshire district. The exchanges between Eyre and Elys Fox illustrate the types of ‘counters’ described by Dyer thought to be commonplace in the

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54 Schofield, ‘Credit and its Record’, p. 80.

market as a portion of that hidden trade identified in his study of the midlands.\textsuperscript{56} The decline in market charters over the course of the fourteenth and fifteenth centuries does not necessarily indicate a contracting credit economy or a decline in trade. Rather that trade bypassed the formal institutions and structures that sought to regulate it in the late medieval period. What is more those mercantile accounts of the London Grocer’s Company and the credits recorded in the Statute Staple, the decline of which has been taken as symptomatic of a contracting credit economy in the fifteenth century, exclude these types of documents that reveal hidden trade and informal credit agreements.

From the accounts of Eyre it would appear that he clearly differentiated between counters and debts and extended the former to close associates with whom he dealt regularly. The credit economy is one in which both market exchange and informal support merged.\textsuperscript{57} Credit was extended between known individuals. Ongoing accounts between vendor and customer or creditor and borrower also indicated an ongoing social relationship; ‘the culture of the gift seeps into market culture’.\textsuperscript{58} Whether conducted at the market or in the home, church or village, credit relationships ‘implicated repeated small decisions’.\textsuperscript{59} Creditors considered their obligation in a credit economy imbued in gift exchange and characterised by notions of reciprocity. Creditors could forgive a portion of the debt, extend the terms for repayment, aid a neighbour, business partner of family friend with favourable conditions or settle debts amicably without recourse to the courts. The types of credit relationships listed in the accounts of Eyre reflect those ‘repeated small decisions’ highlighted by Emily Kadens between creditors and debtors.\textsuperscript{60} They considered not only an individual’s isolated personal reputation but their standing in the community including their role in the extended networks of local credit. The


\textsuperscript{58} Fontaine, \textit{The Moral Economy}, p. 250.

\textsuperscript{59} Kadens, ‘Pre-Modern Credit Networks’, 2455.

\textsuperscript{60} Kadens, ‘Pre-Modern Credit Networks’, 2455.
detail offered in the account books illuminate the nature of the bonds which characterised the informal credit economy in the late medieval period. The networks established by Eyre drew on family contacts and a large portion of the smaller purchases made on credit for consumable goods involved women from his extended family and close kin networks. Eyre’s commercial network, particularly when ongoing counters were used, was thus based predominantly on the “traditional” buyer-seller relationships of peasant society identified by Bruno Blondé as the foundation of medieval and early modern trade. It was open to barter and payments in kind and was conducted within a close circle of friends and neighbours. The economy of the peasantry was not, as suggested by Polanyi, ‘a mere function of social organization’ devoid of barter and profit and subordinate to social obligations but instead the social system of kin and family was subsumed within the economy. The business accounts of Fawcett show that he extended credit and allowed deferred payments to those closest to the family with many of those business associates taking on administrative roles in his will including executor and praying for his soul. The hidden credit of wills and household accounts highlights not only the vast amount of credit and trade which bypassed the formal marketplace but the complexities of that market as it reflected both gift and market considerations. As demonstrated by Eyre’s own demarcation between ‘counter’ and ‘det’ the credit economy that bypassed formal regulation encompassed both short term credit, described as ‘dets’, and those of informal credit that included the exchange of objects, favours and payments in kind characterised by reciprocity and described as ‘counters’.

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Credit and Neighbourliness

Community in the late medieval period was termed in a language of charity and good neighbourliness. Didactic texts implored men and women to ‘Love your God over all thyng, Youre neghebore as yourselfe as I you saye’. Neighbourhood encompassed the poorest and richest within society. The wealthy household that publicly and lavishly bestowed charity was considered un-Christian if that wealth was derived by ‘oppressyng the pore pepyll be the menys of extorcion’ or at the expense of aggrieved poorer neighbours. Displays of hospitality to poorer neighbours were rewarded with a good name and promises of future reciprocity. It is a motif echoed in the household guides of the later sixteenth century when the manual, *Five Hundred Points of Good Husbandry*, stated;

As lending to neighbour, in time of his need,
Wins love of thy neighbour, and credit doth breed;

So never to crave, but to live of thine own,
Brings comforts a thousand, to many unknown.

Yet the records of the courts suggest a society in which conflict was commonplace and the dictums of the Christian community merely ideals. Warnings against profit and avarice went unheeded as loans were recalled with usurious charges. Conflicts between neighbours were rife and intrafamilial borrowing and lending led to litigation in the court as attempts at arbitration appeared futile in light of continued and deep seated feuds. The propensity to access the courts in a bid to settle credits appears as a precursor

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to that rise in litigation symptomatic of post Reformation society. The same concern for
the communality expressed in the language used to frame presentments and enforced in
acts dispensed from the court of the sixteenth and seventeenth century appears in the
litigation of the fifteenth century. Alongside the regular presentments for failure to
uphold communal duties, the maintaining of ditches and hedgerows, borough and
manorial courts show a growing concern for the ‘neighbourhood’ amongst the local elite
sworn in as jurors. From the early fifteenth century onwards, pleas against social
misdemeanours increased in the court rolls. Crimes of sexual misconduct, slander,
gaming and eavesdropping all increased in the courts of small and rural communities.5
Unkept oaths, ‘false sweryng’, slander and backbiting were all considered a danger to
those bonds of mutual neighbourliness upheld in the poem the ‘Good Wijf’ and the
household book of Thomas Tusser and deemed a threat to the peace of the realm.6

Though framed in a language which placed precedence on concord and duty and
pursued in a legal system which relied on processes of arbitration to reach out of court
reconciliation, the conflicts before the courts of the late medieval society enforced an
ideal of community that was not upheld by informal sanctions alone. Instead there
appears a growing concern for community that predates the social regulation assumed
of the Puritanical sect, the ‘Godly sort’, of early modern England. Conflict was a
defining characteristic of late medieval society but so too was recourse to the courts to
enforce order and concord to regulate the credit economy.

This chapter considers how credit functioned in a moral economy framed by the
language of Christian community. Borrowing and lending between family and friends
was a feature of everyday life in the fifteenth century but fears over the practice of
lending on interest appear to have been prolific. Petitions to Parliament throughout the
fourteenth and fifteenth centuries complain of the practice of usury, that ‘horrible and
damnable sin’ hidden beneath the guise of a loan, prevalent amongst the brokers and

merchants of the cities. A threat to charity and an abuse of poor traders who used the loan to purchase goods to sell at the market at inflated prices, the charging of interest was considered antithetical to the community. Interest is rarely recorded but is revealed in a handful of cases in the courts and anecdotal evidence hints at a more organised and professional system of money lending in the north of England. Usury had the ability to challenge community ideals of charity. It was recognised as a means of extortion of the poorest of society and when practiced by merchants had the potential to shore up monopolies and gain profit from dictating market prices. Lending on interest was bound in Christian ethics and a ban on usury appears to have been absolute yet, though rare, instances in the courts of York do suggest that some forms of interest went seemingly unchallenged.

Conflicts in pleas of debt point to a less than harmonious society. Pleas of debt in manorial records and contested bills in household accounts point to underlying social fissures between friends and neighbours that characterised credit disputes in the late medieval period. Instances of trespass are often accompanied but a plea of debt suggesting that when disagreements emerged and relationships broke down, debts and accounts long forgotten arose. Community may have been framed in the idealistic language of the church but was characterised by conflict. Debt litigation redrew the boundaries of allegiance as friends and neighbours supported pleas before the court. The moralistic tracts and pamphlets which were fervently translated in the latter part of the medieval period presented, Marjorie K. McIntosh has suggested, a language of moral Christian ethics that was static and did not reflect the growing concern for social governance. There thus appears a contradiction between the ideals of popular print and the conflict within the courts. Late medieval community appears to be defined by

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8 ‘Petition to Parliament’, October 1495, [f.48], Parliament Rolls.  
10 McIntosh, ‘Finding Language for Misconduct’, p. 94.
conflict as much as it was charity and neighbourliness. Credit was not always considered in simply economic terms and within the court records it would appear that the collapse of credit was often accompanied by the collapse of friendships and neighbourly bonds.

Lending on Interest

The *Somme Le Roi*, a French compendium of the late thirteenth century produced by a Dominican Friar, depicts a man sat at a coffer piling coins from the chest into his pouch. On the top of the unit sits a devil grinning whilst seemingly helping to push the coins towards the purse, a second devil mounts the man’s back, one hand upon his head, and a third sits at the floor pulling on the strings of the man’s purse. The plate, decorated in gold, is entitled ‘avarice’ and epitomises the prevailing attitudes within the church to individual greed and acquisitiveness at the height of the middle ages.\(^{11}\) The manual illustrated sinful behaviour and acted as a means for laymen to check their moral behaviour against the ideals of the church. The acquisition of profits and greed shown in the pursuit of material goods was widely condemned. To pursue individual wealth was akin to the quest of the honey bee that would fly great distances and make many sacrifices for a ‘certen slyme’.\(^{12}\) The covetous man was reminded that Christ ‘seythe that it is as possibil for a riche man to com into heven as a gret camel to go thorow an yee of a nedyll’.\(^ {13}\) The evils of avarice were personified in theatre. In *The Castle of Perseverance* it is covetousness, the final sin before the death of man, which penetrates the fortress to tempt mankind with wealth and riches. Finding mankind in ‘poverte and penaunce so benome’ covetousness tempts him with riches and gold, yet as mankind ages he becomes increasingly miserly, ‘the more a man agyth, the harder he is’.\(^ {14}\) Covetousness too is lamented in *Jacob’s Well* with the narrator of the moral tract condemning the

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11 *Somme le Roi*, c.1290-1300, Dominican Friar Laurent for King Philip II of France, Add Ms 28162, British Library.

12 *A Late Fifteenth-Century Dominical Sermon Cycle*, p. 70.

13 *A Late Fifteenth-Century Dominical Sermon Cycle*, p. 350.

14 *The Castle of Perseverance*, ed. David N. Klausner, (Middle English Text Series, 2010), lines 81 and 91.
accumulation of wealth and material goods through purchasing with no other aim than individual self-gratification and delight; ‘to encresse & to moryn awey pi ryches, in getyng, in purchasyng, for pat eneten to haue pi lust & pi delyte perin, & no3t to lessyn hem in leffull causys’.\textsuperscript{15}

Usury was, like avarice, widely condemned in church liturgy. In scripture to demand a sum greater than that originally lent was considered akin to theft and was damnable.\textsuperscript{16} Following the works of Thomas Aquinas and his emphasis on money as a quantitative means of redistribution to achieve a fair means of exchange, the scholastics differentiated between distributive and commutative justice; the former regulating wealth and income according to social hierarchy and the latter the exchange of goods and services using coin.\textsuperscript{17} Yet according to Aristotle money was sterile and fungible and when loaned could not increase to generate wealth but was instead consumed by the borrower; ‘For money was intended to be used in exchange, but not to increase at interest. And this term usury, which means the birth of money from money, is applied to the breeding of money because the offspring resembles the parent. Whereof of all modes of making money this is the most unnatural’.\textsuperscript{18} To extract a payment greater than that originally loaned was a theft of time. The twelfth century theologian Thomas of Chobham reflected that ‘The usurer does not sell the debtor something which is his own, but time, which belongs to God. It follows that because he sells something belonging to another he ought not to have any profit from it.’\textsuperscript{19} These attacks on the


\textsuperscript{16} Diana Wood, Medieval Economic Thought, (Cambridge, 2002), pp. 159-161.


charging of interest by scholastic authors in the thirteenth century rejected all forms of interest and did not accept, as claimed by J. Gilchrist, that interest was a necessary and only exorbitant interest real usury. Attacks on usury were rife at the height of the commercial revolution in the thirteenth century in response to economic growth and increasing use of interest in mercantile credit. Usury was condemned by both the Church and the state. Sermons recorded in the fifteenth century continued to denounce those who lent money on interest. The man who ‘lenythe his good for wynnyng’ and the man that borrowed to buy or sell at dearer, ‘becawse [th]e payment shall come at lesyer’, were both ‘accursid’ four times over.

The legal treatises of Glanvill was clear on the definition of usurious practices stating that when anyone loans something that can be counted weighed or measured ‘he commits usury if he receives more in return, and, if he dies guilty of this crime, will be condemned as a usurer by the law of the land’. Any interest charged on a loan was considered to be against commutative justice and natural law. The same definitions are to be found in acts of Parliament which clearly state that to receive anything more in money or kind than originally lent was an act of usury.

Yet despite wide condemnation from the Church and legislation prohibiting the practice, interest was routinely charged. Lombards operating in the Low Countries lending on interest of an annual rate of sixty two percent did so outside of the church, having been excommunicated whilst practicing their trade. By the fifteenth century traditional scholastic understandings of the ‘just price’ and ‘free market’ were being challenged as commentators became ‘less keen on condemning avarice as a capital sin but hesitantly

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22 *A Late Fifteenth-Century Dominical Sermon Cycle*, p. 350.

23 *Glanvill*, p. 117.

24 ‘Petition to Parliament’, October 1495, [f.48], *Parliament Rolls*.

accepting it as the motive power of economic activity and prosperity. Profits and commerce were too reframed as being good for the community. In *Dives and Paupers* the author recognised interest as a necessity in order to encourage charity to the poor. Outside of the condemnation of usury sat the theory of interest built on the tradition of Roman Law, in which the charging of interest was permissible if it was an agreement entered into voluntarily and separate to the loan. Deemed a gift it left the debtor obliged to fulfil the obligation to the lender. Interest could be charged where it was sought to restore the lender to their original state and to avoid loss when payments were delayed. Consequently theories were developed to justify interest by the close of the medieval period that undermined the condemnation of usury, significantly the tenants that money was sterile and fungible. Though Roman law allowed interest to be charged at around twelve per cent, sums closer to five per cent were considered reasonable rates of interest. There thus existed two distinct attitudes towards charging interest reflected in the words of Bernardino of Siena; ‘all usury is profit, but not all profit is usury’. On the one hand usury, defined as the intention to receive more than is loaned, was widely condemned whilst interest, termed as a voluntary agreement between both parties to restore equity, was accepted under Roman Law.

The debate between what constituted usury and interest was paralleled in the work of the scholastics which also attempted to distinguish between licit and illicit trade. Buying for resale without improvement was considered illicit if it allowed the merchant to deal in monopolies but the trade of a layman that sought profit for the provision and maintenance of himself and his family was licit as it was considered to benefit the

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26 Langholm, ‘Monopoly and Market’, 408.
community.\textsuperscript{32} To gain profits for ‘þerin þi delyte, þi lust & lykyng, in þe sy\textsuperscript{3}t & in þe kepyng’ without the intention of supporting a household or the poor but simply to ‘over-ledyn þer-wyth þi ney\textsuperscript{3}bours’ was considered sinful.\textsuperscript{33} According to this understanding, trade had a moral capacity and to pursue profit through monopolies was to inevitably enforce dearth in a community and was therefore detrimental to the communal good. There was thus a fine balance between profit to provide for a family and profit sought at the expense of the community.

The economy of the late medieval period was firmly embedded in religion and ideas of morality. The interconnectedness of state, social structure, Church and economy continued to characterise the tracts of late medieval commentators operating in what Diana Wood has termed a ‘theological economy’.\textsuperscript{34} Throughout the medieval and early modern periods economic questions ‘were ultimately morally embedded and soteriologically framed’.\textsuperscript{35} The economic actions of individuals were considered in light of the ethical principles of scripture. Yet out of this precarious relationship emerged a literature which justified trade and the economy, characterised the respectable merchant and argued the just price as determined in a free market.\textsuperscript{36} The scholastics of the fourteenth century increasingly recognised the importance of impersonal market forces in determining economic practices. The implications of the monetisation of society on scholastic understandings of the economy were far reaching. As an instrument, ‘an expandable, divisible continuum used to facilitate relation and exchange’, money acted as


\textsuperscript{33} \textit{Jacob's Well}, p. 119.


a mean through which equilibrium might be sought.\textsuperscript{37} The individual had to seek a balance, not only in economic transactions but in life, between the pursuit of eternal salvation of the soul and the immediate temporal needs of the body. Beyond the individual this balance applied to the distribution of resources between the rich and the poor, illustrative of distributive justice.\textsuperscript{38} Drawing a clear distinction between exchanges based on distributive and commutative justice laid the foundation for an understanding and appreciation of independent market forces.

Although usury was widely condemned in Parliament the Church retained overall authority for its prosecution.\textsuperscript{39} An act of Parliament against usury and unlawful bargains in 1487 deferred all charges of usury to the chancellor of England for fear that local borough courts were too lenient on those presented for usury in their home city where ‘perjury is likely to be the response and little of the things stated be found’.\textsuperscript{40} Pleas against usury do not appear all that often in the ecclesiastical courts. In the church courts of Ripon only one case of usury was brought before the court. In November 1453 Johanna Swette was presented in a case of usury. The entry states that she took counsel with friends and a date was arranged for her case to be heard before the court but the plea appears to disappear from the calendar suggesting the parties reconciled.\textsuperscript{41} Instances that freely acknowledge interest on credit are rare. Since the Catholic Church had prohibited the practice of usury litigants were presumably weary of recording the practice.\textsuperscript{42}

\begin{footnotesize}

\textsuperscript{38} Wood, \textit{Medieval Economic Thought}, p. 16.


\textsuperscript{40} ‘An Act Against Usury and Unlawful Bargains’, November 1487, Membrane 12, \textit{Parliament Rolls}.


\textsuperscript{42} Kadens, ‘Pre-Modern Credit Networks’, 2437.
\end{footnotesize}
beyond that which established equity between borrower and lender, was rarely pursued
in the courts of York. Where interest is stated to have been charged in the cause papers
it was not noticeably challenged.

In 1492 Thomas Burgh stood before the chancery court of the Archbishopric of York
accused of failing to pay debts owed to John Birdsall. Six years prior to the case John
Birdsall had lent £40 to John Burgh who had gone on to lend a portion of the credit, £7
6s 8d, to Thomas Burgh. The interest charged on the loan from John Burgh to Thomas
Burgh was to be made payable to the original creditor Birdsall. With the repayment from
Thomas Burgh not forthcoming, Birdsall employed Robert Marshall, described as an
‘official operating in the port of Kingston Upon Hull’, to collect the debt. The debt
appears to have been sold on to Robert Marshall who was charged with collecting the
original credit and in turn was to retain half the agreed interest, 33s, with the remainder
of the interest being paid to Birdsall. The debt was brought to court under a
testamentary cause. Presumably acting as executor to the will of John Burgh, Thomas
Burgh owed his portion of the debt and the total sum of interest, 73s 4d, still
outstanding in the will. The case retains just a single deposition and makes no mention
as to whether the interest charged was condoned. What it does reveal however, is that
there did exist a formal and professional service outside the courts to reclaim debts
owed and to negotiate the repayment of interest. Although the original credit and
subsequent interest was passed between family members the original creditor, John
Birdsall, had recourse to professional services to collect his payment and the high
interest charged, even when divided with a debt collector, gave a profitable yield.

The case of Birdsall and Burgh is unusual. The interest charged on the credit does not
appear to have been contested in the depositions and the operations of Robert Marshall
certainly suggest that there was a business to be made in pursuing such debts. Yet a few

43 ‘Roberte Marshall adtunc chll[e]r[ico suo su]tomy de Kingston super Hull’, CP. F. 309, testamentary and

rare instances of credit and defamation of character suggest that over the course of the medieval and the early modern periods credit lent on usurious charges was frowned upon. In 1274, John de Miggeley pursued a case of slander in the manorial courts of Wakefield having been accused of practicing usury. Much later, in 1588, John Cracroft took Roger Ringrose to the consistory court at York Minster for defamation. Ringrose had said to John ‘thou art an usure [...] a miserable usurer and a cutter of mens throates’ denigrating his ‘good life and fame and name’. It was certainly considered antithetical to Christian notions of charity and good neighbourliness by the author of Liber Albus who claimed that the ‘false and abominable contract of usury’ deceived the people for it ‘ruins the honour and the soul of the agent, and sweeps away the goods and property of him who appears to be accommodated’. Usury was recalled in a petition to parliament in 1376 to be ‘so widespread and common throughout the land that the virtue of charity, without which nothing can be saved, is nearly completely lost’. To be accused of having unlawfully profited from the lending of money was enough to prompt suits of defamation to protect character against that connotation of ‘wicked’ practice in that ‘horrible vice’. The regulation of credit thus appears to have been left to the moral conscience of jurors. The presentment of defendants charged with usury was rare and where interest does appear it is not made clear if it was ever contested by the plaintiff or the court. Yet an offhand accusation in a public setting could incite defamation litigation. Interest, though considered a threat to community in tracts and pamphlets, was seemingly accepted in the day-to-day credit transactions of the marketplace as a necessary evil. It is reflective of that dichotomy highlighted by the scholastics between the recognition of the market as an independent factor in determining price and the

46 CP.G. 2375, defamation usury and character, John Cracroft v Roger Ringrose, 1588, Borthwick.
48 ‘Petition to Parliament’, April, 1376, [f.158].
49 Liber Albus, p. 319.
need to impose sanctions on market behaviour to protect communities against avaricious merchants. It was a burden also borne by the individual who was tasked with conserving personal salvation through moral business to maintain the poor and the community whilst pursuing licit profits to financially provide for his own household.

**Conflict Before the Courts**

The motivation to bring a debt to court appears complex and deeply embroiled in the social obligations of longer chains of indebtedness. Many of those pleas of debt registered in manorial courts appear alongside other conflicts, namely trespass and detention, seemingly sparked by an unrelated social conflict. As neighbourly relations broke down, credit once extended and long forgotten appears to have resurfaced with malicious intent. In January, 1493, in the manorial court of Great Crosby in Lancashire, Thomas Dob sued William Moneley on a plea of debt of 8s which ‘he had received from Ann Walton’. Before the same court Thomas Dob also brought William Moneley before the jury in a plea of cattle detention claiming 34s 4d in total damages across two cases in which William Moneley denied any charges. How Thomas Dob came to acquire the debt from Ann Walton or the time scale behind the original debt between Walton and Moneley is not known but the two instances appearing together in the courts would suggest that the breakdown of social relations between Dob and Moneley caused the credit agreement to fail and for the amount to be called in. This pattern in the manorial court rolls is not uncommon. In an early instance in 1350 Adam Peresson was brought before the court of Wakefield by Hugh Wade in a plea of debt. In the same court Peresson also stood accused by Wade of trespass and the unjust detention of a

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cow. In an earlier instance in Wakefield in July 1436 John Sikes decided not to contest a case of debt brought against him and Adam Grene by William Sutton, vicar of Burton. The vicar went on to receive 6d in damages and John Sikes and Adam Grene charged a 3d fine. Following the case of debt against him, John Sikes dropped a case of debt against William that had originally been heard the previous month. However in the same hearing John Sikes went on to pursue a plea of trespass against William Sutton and John Kaye. All had not been forgiven and social tensions appear rife between the two men. It was the start of a protracted conflict of credit between the men. Sikes and Grene were presented before the manorial court again in a plea of debt with William Sutton for having failed to repay a debt of 4s 4d. The amount owed was divided with 40d expected in coin and the remaining 12d to be paid in kind in hay. The debt was denied and the two defendants wagered their law. Differing estimates of the value of goods appears to have been a point of contention in many pleas of debt.

The same social conflicts characterised intra familial borrowing and lending. In 1507 Thomas Griffre, having been found guilty on two accounts of debt amounting to 9s 4d subsequently went on to sue Margaret Griffre in the same year for 9s 4d. The amount had included the legal costs and it would suggest either a longer line of intra familial credit agreements or an attempt to recuperate the substantial financial loss including the fees for the primary case. Whilst social conflict caused credits to collapse a failure to pay money owed could also aggravate social tensions. For the autumn of 5 years running William Boltte had trespassed on the lands of John Mauncell allowing his cattle to destroy three acres to the damage of 10s. The plea of trespass and associated damages however was not brought to court until William Boltte had failed to pay the same John

54 ‘Sutton v Sikes and Grene’, 19 June, 1435, The Court Rolls of the Manor of Wakefield.
15d for rent of a barn.\textsuperscript{56} We can only imagine the escalating social tensions over five years between Boltte and his landlord John Mauncell. Presumably the failure to pay the rent of 15d was the final straw in a protracted dispute. Credit was tied up in the social relations of the manor and the process of calling in a debt before the court does not always appear to have been motivated by financial necessity. Instead the court rolls reveal a socially embedded credit economy in which friendships and family ties were disputed in the guise of debt litigation.

The social conflicts of debt are hardly surprising. The credit economy of the fifteenth century was characterised by lending along the same horizontal relationships of pledges at court. Though manorial court rolls survive in greater numbers for the north of England, they are less likely to be accompanied by additional demesne accounts.\textsuperscript{57} The manor of Great Crosby is no exception. Without accompanying manorial accounts such as extents or rentals it is difficult to ascertain a social structure extrapolated from the land market. The presence of the local leading gentry family, the Molyneuxs, as creditors in the court rolls does point to a system of credit founded on hierarchical relationships. The Molyneux family inherited the manor in the fourteenth century from the Crosby family and took an active role in the running of the manor; in 1476 Thomas Molyneux was listed as esquire and referred to as the steward of the court.\textsuperscript{58} Two members of the Molyneux family appear as creditors in Great Crosby in the year 1462. John Molyneux and his wife Alice sued both Nicholas Moneley and William Wynstanley on a plea of debt for 3s 10d and the recently widowed Elisabeth Molyneux sued Robert Moneley on a plea of debt of 10s presumably arising from a debt outstanding in the will of her deceased husband. In the same sitting the reeve of the court was presented for failing to

\textsuperscript{56} ‘John Mauncell v William Boltte’, 14 October 1435, \textit{The Court Rolls of the Manor of Wakefield}.

\textsuperscript{57} Denis Stuart, \textit{Manorial Records: An introduction to their transcription and translation}, (Sussex, 1992), p. 2.

make Robert and John Moneley perform services for the Molyneuxs as lords of the manor. Where the Molyneuxs appear as plaintiffs the credit market in Great Crosby clearly incorporated borrowing and lending patterns along traditional hierarchical relationships. The credit economy was predicated on the same bonds of trust and reciprocity that characterised gift exchange. Yet late medieval society was hierarchical and the obligation to give in return was not the same for everyone. Credit extended along horizontal relationships symbolised different forms of support. For the poorer members of a community it may mean subsistence and necessity whilst for the middling sort it might allow for the advancement of careers or the establishment of a commercial enterprise. Whilst a culturally embedded market may have led to informal systems of support as identified by Ben-Amos, it equally allowed for the exploitation of those who lacked alternatives.

Patterns of pledging in the manorial court rolls and instances of debt where individuals appeared as both creditor and debtor do however, demonstrate a predominance of horizontal credit relationships in the court rolls of Great Crosby. In November 1462 there was an unusually high level of debt litigation in the manor, with a total of twelve recorded cases. Apart from the three instances in which the Molyneuxs appeared as plaintiffs the cases recorded within this year involved families whose names appear regularly within the court rolls as jurors across the period 1453-1500. Despite being presented for failure to perform services and repay a debt, Robert Moneley held a prominent position in the manor acting as both a juryman and as ‘keeper of the byelaws’. Both Nicholas Moneley and John Moneley appear as defendants in pleas of debt in 1462 and are later recorded as jurymen in subsequent courts. Despite owing


62 ‘The Halmote Court Rolls of the Manor of Great Crosby 1452-1885 Transcribed and Edited by Thomas Williams Thornton October 1965’, DDX109/22, LRO.
money to the lords of the manor, the Molyneuxs, the Moneleys do not appear to have been a vulnerable family in the local community who lacked alternatives as in those instances of hierarchical lending identified in the Venetian courts explored by James Shaw.\textsuperscript{63} They were also indebted to other leading members of the jury and they themselves appear in subsequent court rolls as lenders. Of the nine individuals recorded in pleas of debt in 1462, seven appear as jurymen in subsequent hearings or share the family name with a jurymen. Nicholas Lunth who was listed as a creditor in 1462 appears only once in the court rolls but was listed as a ‘smythe’.\textsuperscript{64} The individuals involved in debt litigation in Great Crosby were comprised of the elite members of the community. That they appear as pledges for one another in pleas of debt and trespass and frequently reversed roles of creditor and debtor in subsequent hearings, points to a series of lateral credit relationships encompassing the more elite members of village society. William Wynstanley appears consistently as a member of the jury from 1453 until 1477 and is also listed as a creditor in later court rolls. Nicholas Moneley, a prominent juryman and officer in the 1460s, acted as pledge for William Wynstanley who returned the favour in two pleas of debt in 1467, pointing to a pattern of horizontal pledging and horizontal lending.\textsuperscript{65} Debt bound communities and produced a moral economy, ‘the interpersonal relationship thus created produced a cultural knowledge that transformed the economic relationship into a moral relationship’.\textsuperscript{66}

The majority of credit agreements were made between parties of equal standing. James Davis’ study of the market courts of Newmarket and Clare found a predominance of horizontal lending amongst a group of litigants of what he terms primary and secondary status. These credit agreements were characterised by reciprocity and often

\textsuperscript{63} Shaw, ‘The Informal Economy of Credit’.

\textsuperscript{64} ‘The Halmote Court Rolls of the Manor of Great Crosby 1452-1885 Transcribed and Edited by Thomas Williams Thornton October 1965’, DDX109/22, LRO.

\textsuperscript{65} ‘The Halmote Court Rolls of the Manor of Great Crosby 1452-1885 Transcribed and Edited by Thomas Williams Thornton October 1965’, DDX109/22, LRO.

\textsuperscript{66} Fontaine, \textit{Moral Economy}, p. 60.
involved larger sums typical of capital-intensive trades. Reciprocal credit agreements were beneficial to both borrower and lender. It ensured neither party held too much capital in unpaid debts and avoided the possibility of a sudden loss of capital should a debtor default. Rather accounts were regularly scrutinised and tallied leaving a single small outstanding sum that was then settled in coin or carried over to a new account. In the court rolls of Clare, debts appeared more commonly around Easter at a time when accounts were traditionally settled. These ongoing credit relationships were characterised by reciprocal borrowing and lending as vendors at the marketplace bought and sold on credit from one another and neighbours traded produce and labour. This type of reciprocal borrowing was not limited to the larger credits associated with market centres but was replicated in the court rolls of rural manors. In the manor of Writtle, Essex, Elaine Clark found that 17 per cent of debt cases in the latter part of the medieval period involved reciprocal indebtedness. The work of Briggs on rural manors in Cambridgeshire has also identified a system of horizontal credit, a feature of credit relations that became particularly prominent in the court rolls after the Black Death. Credit networks encompassed all members of society linking households in chains of indebtedness.

The sociability of credit is found in the motivations of litigation, which appear to have been dominated by conflict outside the credit agreement. Arbitration and attempts at reconciliation in the sixteenth and seventeenth centuries during the litigation process have been identified as a formal institution that actively enforced those morals of medieval Christian love and unity. The preservation of neighbourliness was dependent upon the ‘coercive presence of the authority of civil law’ whereas the sociability and


68 Davis, Medieval Market Morality, p. 355.

69 Fontaine, Moral Economy, pp. 250-251.


71 Briggs, Credit and Village Society, pp. 146-148.
cohesiveness of medieval society was assumed as the natural state. Yet conflict appears rife within the pleas of debt. In 1491 Margaret Constable had been made executor of the will of her late husband, John Constable. Robert Holme had been chasing John Constable for an unpaid debt of 7 marks contracted in a deferred payment for 3 royal English horses ‘black in colour’. The amount had been contested by John and upon his death his wife Margaret upheld the same protestations apparently claiming there was no debt to be paid. The conflict appears to have escalated quickly. When Margaret was named executor Robert is claimed by Radolphus Constable, a relative of Margaret, to have pursued Margaret, frequently visiting her in her home of Constable Barton to petition her to pay the outstanding sum from her dower left after the death of her husband. He claimed that Margaret had broken faith in not performing her role as executor as he had heard that when administering the goods of her husband she had ‘retained everything for herself’ without satisfying the outstanding debts in his will. Contesting the validity of the depositions given by the witnesses, Margaret hints at a conspiracy against her recently deceased husband claiming that not only had all of the witnesses fabricated their accounts regarding the debt to benefit Robert Holme but that certain witnesses had falsified their status as being of ‘free condition’. In fact, Margaret claimed, Stephen Alcock, a witness attesting to the initial debt between John Constable and Robert Holme, had committed perjury as he was, at the time of the deposition, of servile status under the jurisdiction of her late husband John Constable, being his subordinate and tenant and publicly and openly known to not be a neighbour or

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73 CPF. 304, testamentary and debt, Robert Holme v. Margaret Constable, 03/01/1491-14/10/1492, Borthwick.

74 ‘et credit quod violavit fidels quia audiuit quod assumpsit in se omnis administracione bonorum eiusdem defuncti’, CPF. 304, Holme v. Constable, Borthwick.

75 C.P.F. 304, Holme v. Constable, Borthwick.
Feuds were ongoing and characterised late medieval community as much as notions of harmony.

Much like the courts of the early modern period, suits of arbitration sought to enforce these ideals of community and defined the notion of neighbourliness in the language of peace and commonality. The resurgence of the practice in the fifteenth century, once considered symptomatic of a failing legal system, was part of the process of formalising legal institutions at the close of the medieval period which sought to order informal reconciliation. Standing adjunct to the formal processes of law, arbitration offered a means of settlement outside the court in which neighbours might settle feuds, debts and restore social cohesion. Appointed arbitrators, often from the same locale and rank as the disputants, presided over a settlement process deciding on appropriate reparations between the two parties. The ecclesiastical legal system sought restitution and reconciliation as a preferred means of outcome and instances often disappear from the records of the prebendal courts as disputes were settled outside of the court in the process of arbitration.

Those appeal cases appearing before the consistory court cite the preceding failed attempts at reconciliation. In 1467 Agnes, widow and executor of the will of her late husband, Henry Featherstone, was chasing a debt owed by William Owbre of £8 4d. William Owbre had a long-standing debt of which he appears to have made payments in instalments, ‘having reckoned and settled’ certain accounts with Henry Featherstone before his death. The deposition stated that the money owed was to be made payable to the executor of the will without impediment and though the document is somewhat

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78 C.P.F. 245, testamentary and debt, Agnes Featherston v. William Owbre, 1467-1468, Borthwick.
damaged, the deposition makes reference to William Owbre giving his faithful promise in a deferred payment for animals and grain. When, on hearing the will read in probate, William failed to make the payment, the case was brought before the church court and arbiters were appointed to oversee the dispute. Each arbiter pledged money in a promise to keep the peace between the parties whilst attempts towards reconciliation were made. The arbitration however was not between Agnes and William but instead Richard Salter, Agnes’ recent husband, who had ‘acquired and determined’ the handling of William’s debt.79 With the transfer of the debt, the conflict appears to have escalated and Richard accused William of purposefully devaluing his own estate in an attempt to obstruct the payment having purposefully sold a number of animals at a rate far less than their worth as valued in the original deferred sale with Henry Featherstone and destroyed the store of grain equivalent in value to that which he had received from Henry before his death. Robert Cob, witness and arbiter to the case recalled that he presided over a dispute of ‘disturbance and anger’ between the two men. The stakes were high and though William Owbre paid 7s to the elected mediator, Thomas Clerk, which was passed on to Richard Salter, the payment agreed in arbitration appears to have been less than the original debt and Richard Salter and Ann Walton proceeded to appeal the case in the consistory court.

Though those enlisted in arbitration were instructed to ‘keep the peace’ the course of reconciliation did not always run smooth and cases expressed concerns over the intention of those appointed in the process. In a plea of breach of faith appealed at York Minster, doubt was cast over the intentions of one neighbour elected as mediator. The original credit agreement had been overseen by the local vicar William Brannisby who had acted as a ‘friendly mediator’ to an exchange of malt between Thomas Vicars and Richard Rawson.80 When Vicars failed to make the payment William Brannisby was called upon to act as mediator in a case of arbitration to end hostilities between the two

79 CP.F. 245, Featherston v. Owbre, 1467-1468, Borthwick.

80 ‘Quod quo profaiti Willems et Willelmus ac eorum alter per mediatores et amicos tam dicti Ricardi’, DC. CP. 1496/2, Richard Rawson v. Thomas Vicars, Borthwick.
until a future date when it was agreed payment would be made, obliging them both under pain of punishment. The arbitration presided over by the vicar Brannisby was also witnessed by William Jackson. During the process of appeal the proctor acting on behalf of Vicars submitted an exception to the witnesses and their statements. In the appeal he stated that of the two men summoned before the court as witnesses to the original credit agreement and subsequently having acted as arbiters in the process of arbitration one provided ‘friendly mediation’ between the two parties whilst one was ‘not of good faith’. In the deposition Jackson was referred to as an enemy, *hostis*, of Thomas Vicars and his wife. The proctor went on to state that ‘he holds no moderate faith in that party to act as witness’ and called for Vicars to be absolved. Credit had the ability to cause rifts in the neighbourhood and though William Brannisby approached his role as mediator with concern for maintaining the peace, the long-standing feud between Jackson and Vicars prohibited reconciliation. Though framed in a language of community, the disputes aired in the courtroom are indicative of a society in which conflict was a normal phenomenon and debt litigation the forum for neighbourly disputes.

**Conclusion**

When Muldrew wrote of early modern arbitration in the courts he claimed that notions of neighbourliness were preserved by the ‘coercive presence of the authority of civil law’ as opposed to the informal pressures of moral duty that were instilled in medieval society. These same morals of reciprocity and love were instead assumed to be the norm in medieval communities and conflict a violent breaking of the dictum that agreement and settlement prevailed over law and conflict. Dispute settlement shows a

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81 *nulla est fides penitis adhibenda per eo quod omnia tempore predictoris admissi*, DC.CP. 1496/2, Rawson *v.* Vicars, Borthwick.

82 DC. CP. 1496/2, Rawson *v.* Vicars, Borthwick.

83 *prefatus testibus pretensi aut eorum altrí vel eorum dicto sen depondiíus nullam sen medicam fídem*, DC.CP. 1496/2, Rawson *v.* Vicars, Borthwick.

84 Muldrew, *The Culture of Reconciliation*, 920.
desire for maintaining social relationships deemed significant to the individuals and to this extent, arbitration in the legal process of medieval courts can be seen as indicative of a desire for restitution of the social order and a community geared towards reconciliation and not litigation. Muldrew has suggested that the shift from reconciliation and arbitration in the courts to formal hearings, where allegations were contested, marked a decisive shift. In the sixteenth and seventeenth centuries Christian love and sociability came to be ‘seen as more functional than normative’. The rise in arbitration demonstrated a preference for mediation in which arbiters might settle numerous ongoing suits in a single sitting mirroring the increasing complexity of credit agreements, contracts and debt litigation.

The emphasis on arbitration as a preferred means of dispute settlement in the ecclesiastical courts may speak to the teachings of the Church on community and charity but its popularity may also reflect the practical benefits of mediation. Arbitration subverted the need for costly and time-consuming litigation and as mediators were elected and agreed by both defendant and plaintiff the process ensured both parties were content. Arbitration was not so far removed from the processes of the law courts and its presence in the late medieval legal system does not run contrary to the formalisation of the legal process seen at court in the later fifteenth and early sixteenth centuries. Agreements were scribed and signed by litigants and outcomes were determined by an elected panel of community peers and made binding on pain of financial forfeit. When, in the ecclesiastical courts, an appeal reached the consistory court at York it was usually this process of reconciliation that had failed. Despite then a legal system which dispensed orders for reconciliation outside of the court and a circulating language of neighbourliness which emphasised harmony and duty, litigants

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pursued pleas of debt at the expense of the assumed Christian values of ‘love and ritual, and natural sociability’.  

The late fifteenth-century community was characterised by conflict as much as it was by notions of neighbourly love and communality. Within the pleas there existed a language of violence and feud that challenged the ideals of community and neighbourliness. In the court rolls of Wakefield Joan Grene was presented as a ‘common scold and shrew with her neighbours’ and John Haywarde was presented by grand inquest as a ‘common back-biter’ and ‘sower of discord among his neighbours, against the peace’. Margaret Constable was pursued for a debt and harassed in her home after upholding the protracted dispute between her deceased husband and Robert Holme, and William Jackson was labelled a ‘hostis’ to Thomas Vicars in the arbitration process. Community was negotiated through discord and conflict. Though Margaret Constable refused reconciliation and maintained her husband’s feud she discredited those witnesses she believed to be unfairly biased towards Robert in the language of Christian neighbourliness. When she declared that the witness was publicly known not to be a neighbour she meant the phrase to contain all those connotations of friendliness, reciprocity and duty. Those accused of social misconduct in the mayors court of York and ordered to keep the peace in bonds of arbitration were considered ‘disturbers of the King’s peace’ being a threat to the ‘pees of oure kyng & of his reem’. Challenges to the peace and bonds of neighbourly reciprocity were taken seriously. When the prostitute ‘Cherrylipps’ was presented before the mayor’s court as a woman ‘ill disposed of hyr body’ and a scold to her neighbours, she was presented collectively by all the inhabitants of the parish of Saint Martins as her behaviour had caused ‘serious harm to the

87 Muldrew, Economy of Obligation, p. 203.


89 Jacob’s Well, p. 15.
neighbourhood’.

Though framed in the moralistic language of medieval Christian community, the recourse to litigation shows a concern with protecting these values through the use of the coercive power of the formal institutions of the law in order to enforce moral codes which were otherwise being challenged. Far from being the assumed natural state of late medieval community, ideals of neighbourliness were constantly challenged and actively imposed through the courts.

The select group of community elite in the sixteenth and seventeenth centuries concerned with the imposition of moral ideals on their neighbours, that ‘Godly sort’ of Wrightson and Levine’s local parish politics in Terling, was not a new expression of concern for the neighbourhood. Attempts to curtail social misdemeanours have been identified in periods of high population, bad harvests and an increasingly dependent poor population over the course of the medieval period. Since his work on Terling, Wrightson has come to identify in the medieval construct of community the sociological foundations of the credit economy. Community was negotiated in the manor courts of the thirteenth century where collective husbandry was essential to garner a good harvest. Traditional customs saw the village community extend support to its neighbours. Charity ales supported households in times of unfortunate circumstance and in the case of brides-ales local support of the festivity blessed the newly wedded couple and wished prosperity on their household entering that nexus of neighbourly reciprocity and obligation. The small-scale societies of medieval England saw families live in close propinquity for long periods of time, providing a social environment in which

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92 McIntosh, Controlling Misbehavior, Majorie Kentish McIntosh., Autonomy & Community The Royal Manor of Havering 1200-1500, (Cambridge, 1986).

93 Wrightson, Earthly Necessities, p. 78.
individuals were subject to constant scrutiny. The security provided by a system of reciprocity and social obligation required ‘conformity to the standards of the neighbourhood and the acceptance of limits upon both personal autonomy and economic individualism’. Yet as this exploration of neighbourliness and conflict in the courts has shown, informal community sanctions were insufficient. Conflict was commonplace, arbitration collapsed, and long lines of credit and grievances of trespass were aired in the court. As claimed by Emily Kadens, reputation and internalised morality only went so far to regulate behaviour in the credit economy, recourse to efficient legal institutions was essential for the maintenance of credit. Promises in credit were upheld ‘in part to the role of higher-level notions of confidence and reciprocity that transcended individual debtors to encompass whole communities of lenders and borrowers, and in part to the availability of public institutions, both lay and ecclesiastical, to sanction nonpaying debtors.’

The conflicts surrounding debt litigation presented in manorial courts and contested in appeals before the consistory court of York Minster attest to a credit economy deeply embedded in social relations which were prone to collapse. When social tensions arose over accusations of trespass and damages, money owed and long forgotten was recalled. Whilst the charging of interest was accepted as normative practice, litigants were quick to defend their reputation and bring to justice those who threatened the concord within the community with backbiting and seditious rumour. The credit economy of the fifteenth century was rooted in the social relationships between neighbours, family and friends. Pleas of debt before the court were often the culmination of a much longer conflict and, when accompanied by multiple accusations, appear to have been the primary forum in which disagreements might be aggrieved. Debt litigation in the courts not only reveals the levels of credit in the community but the relationships around which these fragile networks were centred.

95 Kadens, ‘Pre-Modern Credit Networks’, 2430.
Breach of Faith: Contracts and Credit

‘When something is lent from consumption to another the loan is often accompanied by the giving of sureties, and sometimes by the deposit of a gage, sometimes by the pledging of faith, sometimes by the security of a charter, sometimes by the security of several of these at once.’

The means by which credit was extended and made legally binding in the fifteenth century was varied. In a legal culture centred around oral testimony, spoken contracts validated by witnesses and confirmed by ritual were common in the credit economy. The contract in credit agreements had multiple functions. As a written document it was material evidence of the concord underpinning the credit and could act as proof before a court of the contract and amount owed. In the ritual of drafting and signing the agreed terms, the contract acted as a visible display to witnesses of the concord between the parties. Accompanied by the rituals of shaking hands and reciting oaths, the theatre of the document drew witnesses into the deal as their testament to the act stood as surety. There is, in the church courts at York, evidence of both custom and the written contract binding the two parties together with many instances referencing the intention behind the agreement, the trust on which it was agreed, the ritual surrounding the contract and the formal written document being signed and witnessed. In the fifteenth century both formal and informal institutions can be seen to have bolstered trust in credit agreements. The church courts implemented a particular legal framework in which oral agreements and written contracts were made binding by the pledging of an oath witnessed by sureties. The records of the courts thus offer an insight into the interplay between the legal written contract and the social bonds of credit. This chapter considers the bonds of trust on which credit was built and the ways in which social obligations enforced repayments and so regulated the credit economy.

1 Glanvill, p. 117.
Debt litigation in the ecclesiastical courts was contentious. The terms under which a dispute might be pursued under ecclesiastic jurisdiction blurred the boundaries between ecclesiastical and common law. Cases of debt brought before the church courts were termed *cause violationis fidei* or a breach of faith and as such emphasised the binding oath which underpinned the economic agreements. Under ecclesiastical law, litigants sought the reconciliation of the oath and the promise to pay rather than the obligation and financial restitution pursued in temporal courts. Ultimately the outcome was the same, excommunication delivered as punishment for an unpaid debt could only be lifted if the defendant restored their oath and repaid the debt owed to the plaintiff. The Constitution of Clarendon, produced in response to the case of Thomas Beckett in 1164, determined the extent of ecclesiastical legal authority. It firmly stated that any instance of debt, regardless of whether the credit was agreed under oath, was to be processed in the secular courts of the king. This ruling was reiterated in the tracts of *Glanvill* which prohibited judges in ecclesiastical courts from ruling in instances of debt; ‘the judge is forbidden by an assize of the realm to deal with or to determine in an ecclesiastical court, on the basis of pledge of faith, pleas concerning the debts or tenements of laymen’. Yet instances of debt without a surety or gage and only a pledge of faith as proof of the contract lacked sufficient evidence to be presented to the King’s court. Despite the contested legitimacy of the Church to interject in commercial dealings debt, or breach of faith, formed the stock litigation in church courts in the fifteenth century. The instances of petty debt heard before the church courts reflects those oral credit agreements of the marketplace drawn up on accounts and tallies and sealed by a verbal promise sworn on oath. Petty debt cases formed over half of all litigation in the Canterbury consistory court in the latter part of the fifteenth century. The popularity of the ecclesiastical courts reflects the needs of a population deeply embroiled in day-to-

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3 *Glanvill*, p. 126.
day credit conducted on oath with little recourse to written financial instruments.

Though Helmholz refrained from terming it as such, the ecclesiastical courts in the later medieval period do appear to have served as the primary forum for petty debt litigation.\(^4\) This bucks the trend for northern Europe in the later medieval period where preference for secular courts predominated. Written contracts drawn up and authenticated by notaries were legitimated and contested within the secular courts. The limited role of the notary in the medieval English judicial system is reflected in the predominance of oral contracts and the lack of written instruments. In northern France, where notaries were commonplace, the power of the church court waned in light of the popularity of the secular courts of common law where written contracts were enforced. The orality of credit agreements ensured a special place for the church courts in late medieval England. The peculiar development of the legal framework in late medieval England not only retained a predominant role for the church court but developed a legal language surrounding debt litigation which placed at the fore intent and trust.\(^5\)

Unlike the secular courts which swore in juries to deliver judgement and sentence, the ecclesiastical courts operated a legal system based on ‘judicial evaluation of evidence produced by the parties’.\(^6\) As such, cases in the church courts were ushered in by a complex procedural system which emphasised the importance of written documents. Each stage of a case, though centred around oral testimonies, was reduced to a formal written document. Summons to court, depositions, libel and sentence were all routinely recorded. The weight of the legal written word can be seen in those cases which record the process by which an individual was summoned to court. Summons to court to answer charges read in depositions were delivered to the defendant, displayed in the halls


of court chaplains and circulated around the parish of the defendant. The legal documents of the court infiltrated daily life even in rural surroundings. Summons were delivered to the defendant before two witnesses or publicly declared in the parish church. These documents of the early stages of the plea, their written word as well as their physical impression on the scape of the church and civic buildings, could lead to an out of court settlement between two parties from the threat of legal action alone. A significant proportion of debt litigation hard before the court at Newmarket was settled out of court. Over 35 per cent was settled through request for licence of concord whereby both parties sought private reconciliation. A further 23 per cent of debt litigation disappeared from the records after a defendant had appeared with no outcome listed and over thirteen percent disappeared following the initial plea at court suggesting out of court settlements were common following the threat of legal action. In a court in which the jury found in favour of the plaintiff, at a ratio of five to one, out of court private settlements were common.

Due to the limited role of the public notary in the medieval English judicial procedure, evidence produced at court was based predominantly on witness statements providing oral testimonies to the terms of agreement as opposed to a recorded contract residing with a notary. Though these testimonials, spoken in English and recorded in Latin, arrive through various levels of transcription and translation they attest to the significance of symbolic gestures of communality and friendship, such as the sharing of a meal prior to embarking on a contractual agreement, and the actions which accompanied a promise, such as the right hand held out when swearing on oath. The written word was validated by the accompanying actions and gestures of those engaged in the transaction. The written record was not taken as proof of contract. When it was incorporated into the process for the conveyance of land in the early medieval period it became part of the

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8 Davis, Medieval Market Morality, p. 356.
9 CPF. 210 Thomas Harrison v. John Papedy, Borthwick.
formalism of words, rituals and symbolism that had characterised the Germanic tradition of livery of seisin.\textsuperscript{10} Despite the encroachment of the legal contract on the sale and transfer of land in England by the thirteenth century, the signing of a legal document could still be accompanied by the traditional public exchange of symbolic items, such as turf or a knife, into the fourteenth century.\textsuperscript{11} The thirteenth-century law book of Bracton attested that no transfer was valid unless accompanied by the transfer of a symbolic object to materially present the intention of the donor.\textsuperscript{12} In a legal system in which prosecution was based on what was generally and publicly believed to be the truth, the visible display of gestures and the accounts of witnesses remained central to contractual agreements working in conjunction with the written word. The oral contract in credit retained a cultural heritage from those perforative gestures that marked the legality of exchange in the earlier medieval period.

The importance of the orality of the contract was also embedded in the legal documents. The documents were not private but proclaimed within churches and market centres contributing to the plethora of noise that punctuated the medieval public space.\textsuperscript{13} The materiality of these documents and the impression they caused on both the physical and auditory landscape goes some way to reconciling a judicial system centred on the written word with a credit economy hung on oral contracts, gestures and oaths. Despite conflicts in the thirteenth century with the rapid development of an independent civic culture within York, the ecclesiastical courts retained their independence and were a persistent and popular recourse for private restitution. To this extent it is probable that most credit agreements included oaths and declarations which utilised the language of trust, honour and reputation so that, in the case of failed


\textsuperscript{12} Michael T. Clanchy, \textit{From Memory to Written Record}, (Chichester, 2013), p. 38.

\textsuperscript{13} Hoskin, Sandall and Watson, ‘The Court Records of the Diocese of York’, 149.
repayments, the agreement might be scrutinised under the remit of the church. The select cases below all detail how credit was established and attest to the significance of the symbolic gestures witnessed by friends and family to ensure the honesty and integrity of the promises of both parties to uphold the terms of the agreement and to publicly prove the contract.

**Signing the Deal: Ritual and Custom in Credit Agreements**

Rarely were sales made in the medieval market with the direct exchange of coin. The account books of Nicholas Eyre have attested to a culture of ‘cownters’ and ‘dets’ regularly tallied and reckoned and the volume of small-scale credit brought before the sheriff’s court at York points to a system of exchange propped by a culture of oral credit. Predominantly extended along horizontal social ties, the credit economy of the late fifteenth century was firmly rooted in the rituals and customs of the gift economy. The commutation of coin in the exchange to an imposition of future obligation introduced an element of uncertainty and placed onus on both the buyer and seller to uphold their promises in bonds of mutual reciprocity. The meaning attached to the gift exchanged in the traditional model posed by Mauss has been the characterising feature of the gift economy. Each object ‘has its name, a personality, a history, and even a tale attached to it’, indefinitely inseparable from the object over which the giver remained a permanence of influence over the things exchanged. The social, religious, customary and cultural significance imbued in an object exchanged has been a source of analysis of social structures of hierarchy, patronage and friendship. The gift signified status and wealth and attested to generosity and an internal morality within the giver. Exchange in an ‘archaic society’ was the only demonstrable way to prove good fortune and to exert

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influence by humiliating recipients and onlookers. The monetisation of the economy has been identified as a marker of anonymous exchange that draws boundaries between commodity and gift exchange. However market exchange in the medieval period was often characterised by accompanying ritual more often associated with gift exchange. Clanchy’s study of custom in the court highlights the significance of ritual in confirming exchange in the early medieval period. In focusing on the period 1066-1307 it analyses the ways in which custom more commonly associated with a system of oral exchange persisted alongside the custom for written contracts and the use of written documents in the courts. Practices of livery of seisin that involved the exchange of objects associated with the giver, the symbolic exchange of turf from land exchanged or the laying of contracts on the ground to be sold, continued alongside the written contract into the thirteenth century. The written contract was verified and made binding by the accompanying rituals and gestures, a practice evident in the commercial exchanges of the credit economy.

Interpersonal exchange was common practice and the coin itself was imbued with similar connotations of those features attributed to the gift economy. Money was ‘infused with social life’ and the coin invoked thoughts of charity and moral probity. It was never extracted from its social implications to be a ‘neutral commodity’ and personal accounts of the later sixteenth and seventeenth century attest to the moral deliberations regarding its power. Taking a wider view of the ‘gift pole’ as presented by Valerio Valeri which allows for monetary exchange within the spectrum of give and take, as it places priority on the relationship between those involved in the exchange, coin itself takes on the characteristics of an object deemed to be imbued with special cultural and

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19 Clanchy, *From Memory to Written Record*, p. 41., MacNeil, ‘From the memory of the act to the act itself’, 315.

emotional significance.\textsuperscript{21} The merchant’s ‘God penny’ acted as a token payment to signify the sealing of a deal in fourteenth-century international mercantile communities yet retained a value in of itself, hotly disputed in mercantile Law.\textsuperscript{22} The Germanic culture in particular with a long heritage of livery of seisin maintained that coin, when passed between hands, was instilled with the personality of the giver and what was sold stood as a symbol of the personal nature of the future obligation to give.\textsuperscript{23} Likewise the work of Ben-Amos has done much to recast the charitable gifting of alms in coin in the language of gift economy as donations invoked displays of gratitude and conferred the reputation of the benefactor casting the two in a mutually beneficial reciprocal relationship.\textsuperscript{24} Credit was extended on a promise for future payment. It was predicated on the reputation of an individual, their trustworthiness and ability to repay. Reputation, in the ‘economy of regard’ is inalienable, ‘every provider is a monopolist of his own regard’, yet money is an alienable commodity exchanged in contracts of reciprocal independence.\textsuperscript{25} The credit economy of the late fifteenth century brought together those elements of both the anonymous monetary market and the interpersonal relationships and bonds through which reputations of trust and creditworthiness were circulated. Bonds of trust were expressed in language; individuals were ‘firmly bound’ to contracts in reciprocal ties, men of ‘good faith’ expressed oaths ‘faithfully’ and agreements were made before friends in credit contracts typified by lateral relationships.\textsuperscript{26}


\textsuperscript{23} Muldrew, \textit{Economy of Obligation}, p. 106.

\textsuperscript{24} Ben-Amos, pp. 1-16., Ben-Amos, ‘Gifts and Favours’, 295-338.


The justification for the hearing of pleas of debt before the ecclesiastical court placed emphasis on the intent behind the oath sworn and the ritual that accompanied the contract. Placing the exchange in the discourse of the gift economy highlights those social codes and behavioural norms that dictated the credit agreement. These rituals 'expressed in concrete form the abstractions which underlay them; they both evidenced and brought about the creation of the new relationship, and frequently imparted a sacral character to it; and they served to reveal conceptual connections between apparently dissimilar institutions'.

The legal process itself was also ritualistic and embedded in gesture. The court room offered a stage in which the rituals of credit might be played out. Details in the accounts of the medieval court of Exchequer hint at the significance of gesture. Litigants waging law in the county court stretched out hands to shake in acceptance of their opponent's will to challenge the accusation. Confiscated fishing nets were held before the court as evidence and gloves were offered as surety and bound together to symbolise the bond between litigants agreed in trial by battle. Sighs were heard, tears were witnessed and hair grasped as a villein was marched out of the court room.

The legal forum in which pleas of debt were heard itself enforced physical ritual. The credit agreement was made using the language of the gift economy and confirmed by ritual and custom before friends and family but it was also accompanied by those formal institutions of the legal system. Contracts were drawn and signed, payments were made with public notaries resident within York Minster, officials oversaw the exchange of coin and goods were seized by bailiffs and sheriffs. The credit economy was at once characterised by the ritual and custom of gift exchange enforced by informal institutions of social codes and behavioural norms and yet expressed in a monetary value and recorded and recalled in formal institutions.

The contracts in the cause papers were confirmed by rituals of feasting and drinking, the taking of a solemn oath spoken with an upheld and open hand and the simple

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27 Ibbetson, 'From Property to Contract', 4-5.

handshake. In 1465 in a parish church in Warter, north east of York, John Papedy stood accused by his creditor and friend Thomas Harrison of failing to repay a debt. The account attests to a repayment plan for the 12s borrowed with 3s and 4d to be paid in the village of Raspaldingmore, 6s on the feast of Saint Peter and the final 2s and 8d at the Winter feast of Saint Martin. The credit had been agreed in the hall of the home of Richard Glover, treasurer of the local wapentake court of Herthill, as the friends had shared a meal. The terms of the agreement were recalled by Richard Glover as having been speedily and ‘friendly’ and the credit agreement having been made ‘harmoniously’. Similarly in 1484 Thomas Wright brought Richard Reade before the consistory court for failure to repay a loan. A middle man in a business agreement, Reade had failed to secure the delivery of grain to a market stall and was thus held accountable for the missing produce. Richard Soll, witness to the original agreement, reflected on the nature of the contract claiming that the oaths were presided over in friendly company and the terms agreed in the same manner. The place in which the credit agreement was made varied. Many instances make reference to the private space of the home of a witness, creditor or debtor. In the case of Papedy and Harrison, the contract was agreed in the home of the witness Richard Glover and in the instance between Thomas Wright and Richard Reade their contract was confirmed in the home of the middle man Reade.

Credit contracts were also agreed and contested in public spaces. In 1440 Elizabeth Radwell, widow of William Radwell, pursued Robert Tippling for failure to make payments for a horse purchased from her husband prior to his death for £17. The payment was said to have been divided into three sums and paid in instalments. Those
witness to the original agreement describe how they watched through the shop window of John Walker. Though they did not hear at the time the words spoken, they were later informed by witnesses who had heard Robert Tippling promise ‘by his good faith’ to make the payments and that he had ‘faithfully observed’ the first instalments. Credits agreed informally and on oath were common in public. At the church in Ripon, William Myreschewe apprehended Jacob Ketton in the nave of the church, near the font, where he queried an outstanding payment. Jacob Ketton ‘gave his faith’ to William in the church to pay 3s by the feast of Saint Michael Archangel, witnessed by William Forsett. Sealed by a spoken oath the promise was made in the knave without formal written documentation. Where materials were not to hand or access to a scribe or notary limited, the informal promise and handshake, witnessed by others, was legally binding. It shaped the justification for the hearing of pleas of breach of faith before the church court and in turn placed emphasis on the ritual and custom of the contract.

‘Faithfully and Completely’: The Public Oath

The oath sworn by the borrower before his creditor and witnesses sealed the deal. Even in an informal and impromptu deferred sale the solemnity of the oath was recalled by witnesses. In 1449 Robert Laton had been brought to the consistory court for failure to repay a debt owed in an instance of deferred sale. The agreement had been made as Laton had bought goods on deferred payment from John Skathelok to the value of £13 and 4d which he was unable to satisfy when the goods were delivered. The agreement was made in the hall of Robert Laton’s home. Robert had made himself ‘faithfully committed to that sum’ ‘by his hand to lay a pledge for the money of John’. In the instance between Harrison and Papedy, the deal was struck as John Papedy offered his

33 CP. F. 217, Radwell v. Tippling, 1440, Borthwick.


35 ‘quo termino tunc ibidem per dicte Johanem concessa ibidem Robertus manu sua le.ata pro misit per fides sua solide dicte Johani predicte summan xijj solidinis iiij denarii’, CP. F. 216 John Skathelok v. Robert Laton.
‘faithful right hand to the said Thomas Harrison’ and swore on his ‘good faith and character’ before this group of ‘faithful and worthy people’ to repay the 12s. Presumably his right and ‘faithful hand’ was held out either in a handshake or across his chest whilst making a promise to repay the money borrowed. The contract was ‘faithfully made’ and the two men bound in obligation when the creditor Thomas Harrison returned the gesture offering his ‘faithful right hand’. The gesture of the oath was integral to the medieval contract.

The intent behind the oath and the words spoken were as important as the ritual. In 1496 Richard Rawson accused Thomas Vicars of failing to make a payment, having allegedly promised to pay for grain that his wife had purchased on credit. The case was presented at court under perjury legislation as Thomas Vicars stood accused of having deliberately misled Richard Rawson and made a false promise. The initial agreement of sale was conducted in the home of Thomas Vicars in the village of Strensall, north of the city of York. Richard Rawson agreed to sell to the wife of Thomas Vicars fifteen quarters of malt for the price of 26s 8d before a group of free jurymen, which included the vicar of Strensall and William Brannisby. Amongst the witnesses recalled at court was William Brannisby’s wife. Thomas Vicars was to pay 12d in advance of the delivery of the malt and his wife the 26s and 8d upon receipt of the grain. However, William Jackson, witness to the exchange, claims Thomas Vicars and his wife made false and counterfeit promises. According to Jackson, when Richard Rawson queried Thomas Vicars’ commitment as he ‘have yet none obligation’, Vicars responded ‘By my feith ye shall be content and paid the said money at the fest of pentecost next to come or I shall


37 ‘Ut praeferto statute fidei- faciendus fide sua in manus deteram dicte Thome Herryson’ CP. F. 210 Harrison v. Papedy, Borthwick.


39 DC. CP. 1496/2 Rawson v. Vicars, Borthwick.
lay my hand in pledge for the money’. Vicars’ wife also offered similarly vague promises, ‘this malt must thorow my hande and I shal besis me to see ye be consent’. Unlike those cases above brought before the judge under a ‘breach of faith’, there is no mention of accompanying gestures declaring a binding oath. Focus is instead placed on the intent behind the promise to pay and whether the agreement was conducted honestly and in good faith. As such the dispute focuses on the language of the promise. The second account provided by the witness, the vicar William Brannisby, frequently described as a ‘mediator’ to the business between Vicars and Rawson, claims that Vicars had not only offered his hand in pledge for the deferred payment but also his best land, ‘in response he said By my faith if at my wiff does not I shall doe or I shall lay the best land I have in pledge’.

What began as a case of debt divulged into perjury, calling into question the character of both the defendant and the witness. The focus on the language used in the agreement, evident in the use of recorded speech in the vernacular, suggests that it was the terms of the repayment at the centre of contention. However, the prosecution proctor for Thomas Vicars in the exception to the witnesses and their statements testified that Vicars had in fact promised to pledge his land in the case of the payment being missed, ‘that the aforementioned Thomas having promised firmly to pay in that article below formulated these words an my wife pay ye not for the malte that yt she hais bought I sall or I sall lay my land in plege for the mony’. The Young Children’s Book placed emphasis on the significance of the truth behind a promise in a credit contract; ‘Make no promise save it be good, and then keep it with all your might, for every promise is a debt that must not be remitted through falsehood’ and warned against ‘swearing and falsehood’ in

40 DC.CP. 1496/2 Rawson v. Vicars, Borthwick.
41 DC.CP. 1496/2 Rawson v. Vicars, Borthwick.
42 DC.CP. 1496/2 Rawson v. Vicars, Borthwick.
43 DC.CP. 1496/2 Rawson v. Vicars, Borthwick.
buying and selling for fear of shame.\textsuperscript{44} Contrary to the deposition provided by William Jackson in which Vicars was accused of offering false and counterfeit promises the prosecution proctor asserts that Vicars had in those words firmly promised to pay for the malt on behalf of his wife. The promises made by Vicars and his wife were guaranteed only by their good character and it is the intent and character behind their promises which they appear to be defending when they were accused of deceiving Richard Rawson in the sale.

Informal institutions were used to impose a degree of obligation and imposition on the defaulting party. Those witnesses to the agreement between Thomas Wright and Richard Reade declared a familial interest. John Akes was related to the late wife of Thomas Wright, Margaret, and John Hunton related to the wife of Richard Reade.\textsuperscript{45} The obligations described in the pleas of debt were sworn between family and friends and ‘faithful and worthy men’ and ‘men of great repute’.\textsuperscript{46} They utilised the language of trust, friendship and honesty. John Papedy of ‘good appearance and sound reputation’ had sworn an oath ‘to firmly oblige himself to the said Thomas Harrison surrounded by the jury’ and that the same John Papedy was to fulfil the faithful promise’ to pay the 12s to Thomas Harrison.\textsuperscript{47} The ‘faithful promise’ based on trust had been made ‘in the presence of friends’.\textsuperscript{48} Richard Reade had made a ‘faithful and public pledge’ to promise the delivery of the grain to the attorney Thomas Williamson, ‘to honestly fulfil the


\textsuperscript{45} CP. F. 266 Wright v. Reade, 1484, Borthwick.


\textsuperscript{48} ‘ac neguit retinet in præsenti in anime suo grave periculum [damage] que Thome damnum non [damage] et gravamen’, CP. F. 210, Harrison v. Papedy, Borthwick.
Credit in the cause papers was framed in a language of trust. Unlike the ‘age of debt’ proposed by Delloyd Guth, characterised by language of to ‘owe’ and to ‘ought’, language of credit, to ‘trust’ and make ‘contract’, predominates the cause papers.

Though there existed internal moral deliberations exacted in the social pressures to repay when conducting business, the credits described here were never concerning past exchanges or obligatory services. Instead the instances recall repayment plans and business contracts. In the case of Thomas Wright and Richard Reade, advanced payment was given for 30 quarters of grain, 15 quarters of barley and 15 quarters of beans, to Thomas Williamson, who was to use the money to cover the costs for establishing a market stall commonly held at Leonard’s Landing outside the Minster of York. After Thomas Williamson had taken a sum for personal costs for consumption, presumably a wage, all profits from the stall were to be delivered to Thomas Wright. The credit agreed took the form of equity investment. Thomas Wright’s return was dependent upon the profits gained from the venture. The agreement had been subject to much deliberation and the money and grain had been inspected before the contract was signed. At the point of credit there had been consideration of future profits and proper legal measures taken to formalise the agreement. The work of Muldrew has shown that credit in the early modern period did not undergo a process of ‘de-moralisation’ after reforms to contract law and the expansion of mercantile activities and legal codes. Likewise the late medieval market was not characterised by concepts of obligation and dictated by fear of purgatory, a state considered in the work of Guth to be analogous to a state of indebtedness. Instead in the cause papers there is clear evidence of commercial activity.

49 ‘predictus dictus Ricardu Reade se fide sua media pleges et fidenisorem fuisse quod prefatus quarter grana omnia et singula fuisse dixit Thome Wright ad temporis et locus predictus salvo et secure per dictus Thoma Williamson’, CP. F. 266 Wright v. Reade, 1484, Borthwick.


considered for profit, development and advanced payments for investment existing alongside a social system that utilised the rituals of gift exchange in pledges, oaths and gestures. Much like the modern historiographical literature attesting to the continued pressures of informal institutions in the credit contracts of mercantile and commercial networks of the sixteenth and seventeenth centuries, the late medieval credit economy witnessed the co-existence of formal and informal institutions for the contraction and legal pursuit of credit in the courts. This has directly affected the language used in the cause papers to describe the contracts, reflecting the social obligation in credit agreements founded on reputation and trust.

Whole communities were drawn into the contract agreement. The obligation extended beyond the individual sworn to the debt and the financial duty fell to their kin, witnesses and those sworn as surety. *The Little Red Book of Bristol* outlined the regulations enforced in the city’s markets and stated that every man ‘whether he be citizen or stranger’ had eight days to find a security to settle the debt at court. If he was unable or unwilling to pay the debt after this time had passed such debts were to be levied from his pledges and sureties as principal debtors.\(^{53}\) The role of surety in the initial credit agreement meant taking on a very real financial and legal obligation; ‘he who becomes surety puts his trust in a man, and risks life and property on a false and insecure foundation’.\(^ {54}\) Taking on such an obligation was cautioned against in the work of the later reformist Thomas Doolittle who, in his pamphlet of 1674, stated; ‘Among men Suretiship is a dangerous thing; he fissures his own estate that is surety for another’.\(^ {55}\) In his treaty *On Commerce and Usury*, Luther condemned the practice of standing surety. In particular as the surety


guaranteed the integrity of another man’s oath made to God and attested to his reputation and ultimately his soul; ‘Standing surety is a work that is too lofty for a man; it is unseemly, for it is presumptuous and an invasion of God’s rights’.56 In pledging responsibility for the debts of another, the surety not only took on responsibility for the debts but did so against his own good character and creditworthiness.57 Standing surety thus turned reputation into a valuable asset, one that was financialised as men offered their reputation and good name as collateral to sure up the credit networks of their kin. The criticisms paralleled those against the selling of indulgences as a practice which assumed penitence was ‘marketable, measurable and defrayable’.58 The backlash against the practice in the Reformation reflected the prevalence of suretyship in the late medieval courts which continued to hear pleas of debt sworn on oath. In market courts sureties were routinely pledged at all stages of litigation to secure both the contract and the appearance of the debtor at court in pleas of debt.59 Outside of mercantile networks sureties drew together communities who pledged for one another in multiple contracts against their good fame. In medieval Irish law sureties were so prevalent they were a legal necessity to ensure a contract would stand up in court. Those elected surety, named the kindred, were required to to be present at the contract without which all contracts were dissolved.60 The practice of swearing an oath before witnesses thus drew together social and economic networks and bound the financial fortune of one man to all those prepared to witness and stand as surety in the contract. It bound economic worth with reputation and good fame, making the language of the two synonymous.

60 Robin Chapman Stacey, The Road to Judgement; From Custom to Court in Medieval Ireland and Wales, (Pennsylvania, 1994), pp. 67-68.
The plea of breach of faith levied by John Wyntryngham against John Huett centred around an unpaid rent agreed conditionally on the production of a certain yield, which had become a debt following Huett’s alleged broken promise to repay the rent within fifteen days. The original contractual arrangement saw Huett agree to pay to two intermediaries, John Pykhaus and John Thomson, an annual rent in four instalments. It would appear that these payments were conditional on the production of a certain crop. When the crop specified by the terms was not produced by John Huett, before the jury and witnesses, he offered a security to John Wyntryngham ‘on the promise of his name’ to pay the outstanding £3 15s and 1d within fifteen days. Huett promised to make the payment on penalty of being held in the castle of York until such payment may be made by himself or by another on his behalf. A year after the agreement had been signed John Huett was impeached in the hall of his home in Marr and delivered to the castle of York and bailiffs sought to reclaim private possessions under the direction of an action brought by the plaintiff John Wyntryngham. There was considerable uproar amongst Huett’s neighbours. The witness John Ansby recalls that after the summons to court had been circulated the defendant John Huett, with the support of the community, had refused to peaceably leave his neighbours. When Huett had been seized by the sheriff, his witness John Spooner appeared before the neighbours who ‘faithfully promised and swore’ on his hand to ensure that he would attend the castle and prove in person that Huett was innocent of the charges made against him. In the statement provided by John Spooner at the consistory court of York he attested that John Huett had fulfilled his promise, paying the instalment ‘firmly and truthfully’ to the notary in the court of the diocese of York. The payment was a public act to which Huett’s community could provide witness and support. This case points to a system of credit in which the acts of payments and the terms of contractual obligations were made public. To ignore


summons to court was a risky move in an economy centred around the reputation of an individual and, as shown here, only possible with the support of neighbours who were prepared to send witnesses and jurors on the behalf of the defendant. The agreement and the payment of the debt was publicly known and when Huett had received summons to attend court he had refused, confident in the support of his neighbours and friends.

There was a complex interplay between those informal sanctions, that is ‘the humanly devised constraints that shape human interaction’, moral codes and behavioural norms, exerted by family, friends and neighbours witness to the agreement and the use of formal institutions to enforce the repayment of the debt.\textsuperscript{63} When Robert Laton had failed to repay his debt to John Skathelok he was approached by John and the witnesses to the agreement at Fountains Abbey. The witnesses ‘faithfully watched’ as John Skathelok required that the sum of £13 and 4d was satisfied. Under scrutiny Robert Laton claimed he did not wish to ‘conduct bad business’ with John and offered to settle the debt to John in his last will and testament.\textsuperscript{64} When John Papedy agreed to repay a loan to Thomas Harrison he did so before friends in the house of Richard Glover. When he made the initial repayments he did so in the same house and before the same jury who witnessed each instalment. However, Richard Glover was an official to the local wapentake court of Herthill in which capacity he acted as treasurer. Though termed a friend to John Papedy he also exerted considerable influence and power in his official capacity. When John Papedy ‘without legal cause whatsoever and on threat of punishment’ retained the final payment of his agreed terms it was ‘to his severe danger and to the damage and injury of Thomas, against the community’.\textsuperscript{65} Thomas Harrison, the creditor, was not the only injured party and the actions of John Papedy are recalled

\textsuperscript{63} ‘ac neguit retinet in praesenti in anime suo grave periculum [damage] que Thome dampnum non [damage] et gravaemen’, CP. F. 210, Harrison v. Papedy, Borthwick.

\textsuperscript{64} ‘qui Robertus tunc ibidem dixit se nolle predicte quin male’, CP. F. 216, Skathelok v. Layton, Borthwick.

to have had implications for the witnesses embroiled in the contract. When John Papedy failed to make this payment the jurors issued a written reminder of the outstanding amount, a document described as a ‘demand for monetary fines’, which they witnessed and countersigned and delivered to the defendant.\textsuperscript{66} The jurors witness to the event exerted pressure on John Papedy to fulfil his obligation through the use of formal sanctions in the form of a written contractual document made legal by their signatures. When Papedy ignored this paper Richard Glover acted in his legal capacity as treasurer and seized two horses belonging to Papedy to cover the debt and fees owed to the court.

The sanctions imposed on debtors and the punishments enacted in the public forum likewise attest to the relationship between formal and informal institutions. Punishments are rare in the records, particularly as the ecclesiastical legal system sought reconciliation. Financial restitution was the formal means of rectifying the broken promise and restoring the faith breached. The case of John Papedy is the only instance to be accompanied by a detailed account of the punishment imposed. Found guilty of violating his oath he was to walk before his community barefoot and with his head naked towards the church of his descendants in his village of Warter bearing a generous gift for the church in his hands. This ritual was to be performed for 3 of the Lords days.\textsuperscript{67} His punishment was not intended to bring him to reconcile with Thomas Harrison but acted as a public display of humility of the untrustworthy debtor. His oath had been sworn on his ‘faithful’ hand ‘in the presence of friends’. It had been conferred by shared rituals of feasting and drinking. In the ‘economy of regard’ exchange is not a simple economic transaction ‘it is also a good in itself, a ‘process benefit’, usually in the form of a \textit{personal} relationship’.\textsuperscript{68} In violating his oath John Papedy had violated his relationship with not only Thomas Harrison but also those witnesses who guaranteed

\textsuperscript{66} \textit{titra festa suprascripta nuncius emissus ad dictem Johnnem Papedy pro solutoem xij s'}, CP. F. 210, Harrison v. Papedy, Borthwick.

\textsuperscript{67} CP. F. 210 Harrison v. Papedy, Borthwick.

\textsuperscript{68} Offer, ‘Between the Gift and the Market’, 451.
the legality of the exchange. His trustworthiness was his guarantee in the credit contract and it is this which he forfeited as he underwent ritual humiliation in his local church before the congregation. It chimes with the public displays of humiliation characteristic of punishments in the medieval courts in which the local economy was embroiled in interpersonal exchange.

Conclusion

Unlike the consistory courts of the ecclesiastical system in London, Exeter and Canterbury which all recorded a decline in litigation following the increasing jurisdictional powers of civic authorities, the church courts at York retained a predominance in the legal framework of northern England until the late seventeenth century. Richard M. Wunderli has suggested that changes in civic litigation allowing for plaintiffs to pursue oral contracts in the secular courts diverted cases of breach of faith from the church courts in London and into the city courts. By the close of the fifteenth century cases of breach of faith had virtually disappeared from the commissary court records in London, a trend paralleled in Lichfield, Hereford, Chichester and Exeter. Yet despite similar legal developments in civic culture with the establishment of sheriff and mayoral courts for the hearing of pleas of debt and the extension of the right to register debts in the Statute Staple to all citizens in York after 1353, cases of breach of faith persistently punctuate the York cause papers into the sixteenth and seventeenth centuries. Although the sporadic recording of debts in the York Memorandum Book and the haphazard survival of leafs from the sheriff’s court prohibit a quantitative study comparable to that of Wunderli for London, it would appear from the causes papers alone that the ecclesiastical courts continued to perform a unique role in the legal system as a means of compulsion in enforcing a moral code to the economic activities in the York diocese. Not only do these cause papers indicate the active role played by the

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70 Kermode, ‘Money and Credit’, 487.
church in the legal proceedings of debt litigation but they shed light on those smaller credit agreements which have been ignored from the historiography devoted to the activities of merchants in the city of York. The detail of those cases which are found in the Memorandum Book highlight the complex systems of exchange that developed in the later medieval period. Select cases detail the use of complex bonds between merchants bringing in ships to York and neighbouring Hull and the Patent and Close Rolls alongside the Statue and Merchant Staple, detailing writs and recognisances, chart the development of the transferable bill of exchange.\(^{71}\) In stark contrast the cause papers offer detail about how credit was agreed between two parties, the conditions which accompanied the deal and the feuds which broke out as a result of collapsed agreements.

The cases above all point to the pervasiveness of the medieval credit economy and demonstrate economic rationality. The case between Thomas Wright and Richard Reade in particular describes the use of equity investment. Wright was prepared to advance the money to Thomas Williamson for grain and for the cost of establishing a stall on the condition that he might receive any profits from the sale of the produce in the city of York. The investment was speculative and Wright’s return dependent upon the success of the venture. Significantly the contract was agreed through a third party, Richard Reade, who was responsible for the exchange of the money and the grain on behalf of Wright and Reade. Without accompanying evidence detailing the profession or location of Thomas Wright, it is difficult to discern whether Wright was a professional lender speculating investment in the rural economy. The agreement between the two parties is, however, evidently one of investment and not exigency. This agreement appears to go one step beyond the investment credit cited by Briggs in those terms for advanced sale for later delivery of goods and instead reveals entrepreneurial activity in the rural economy surrounding York.

The extent of commercial revolution in fifteenth-century rural economies has been largely neglected in the historiography. Whether the peasantry of late medieval England might be termed entrepreneurial or capitalistic is debatable. Account books covering two generations of the Heritage family operating a farmstead in Gloucestershire seem to indicate that there did exist a peasant class removed from the toils of farming. John Heritage, like Nicholas Eyre, displayed many capitalistic tendencies in his farming methods. He utilised a hired labour force, took part in the decimation of a village that impinged on his agricultural improvement, consolidated holdings and travelled as a ‘woolman’ buying wool from gentry, farmers and peasants to sell on to the wool merchants through Calais. The fifteenth century was not bereft of individuals displaying capitalistic tendencies. The question is however, how normative these behaviours were in the late medieval period. The limited social and economic polarisation of rural society suggests, as claimed by Dyer, that the peasantry had failed to substantially ‘break out of the economic and mental restraints of their communities’. Although the available evidence does not point to a fully ‘capitalist economy’ in late medieval England individual case studies, such as Eyre, Heritage and the instances cited here in the cause papers, suggests that the marketplace was a forum in which capitalistic behaviour was displayed. The venture between Wright and Williamson, mediated and facilitated by Reade, is illustrative of economic speculation in the market at York. It describes the nature of credit agreements that supported business in the late medieval period and presumably underpinned many of the market stalls at Leonard’s Landing in York. That this credit agreement was framed in a language of trust and reputation and reinforced by gestures of ritual pledging does not detract from the market rationality displayed by Wright, Williams and Reade. The sharing of wine and the

72 Dyer, ‘Were There Any Capitalists?’.  
breaking of bread, as described in the case between Harrison and Papedy, or the holding out of the ‘right and faithful hand’ of John Huett to swear a ‘promise on his name’, all acted as a performative contract. Expressing concretely the abstractions which lay beneath the exchange ‘they both evidenced and brought about the creation of the new relationship, and frequently imparted a sacral character to it, and they served to reveal conceptual connections between apparently dissimilar institutions.’ The physical rituals associated with gift exchange served to solidify those credit agreements of business ventures.

The remnants of the rituals of feasting and pledging bear credence to the transition of the physical exchange of property, in the likes of the earlier medieval symbolic exchanges of turf in the livery of seisin or the Germanic tradition of the exchanging of twigs, to the public display of ritual which drew those bearing witness into the transaction themselves. These gestures no longer conveyed the exchange itself but publicly attested to the imposition of future obligations on one or both parties. In the development of contract law these ritualistic acts are considered a precursor to the rise of assumpsit, a legal cause which allowed plaintiffs to file suit for trespass against the agreement itself, applying an onus on the creditor or seller to uphold their promises in the agreement. The rise of cases of assumpsit in the secular courts in the sixteenth and seventeenth centuries has often been cited as the beginnings of an ‘age of contract’ as both parties approached the agreement with equal legal status in the agreement, an apparent contrast to the ‘age of debt’ in which obligations were owed and debtors bound by moral obligation. Yet when placed in the historical development of practices surrounding sales, evidently the gestures used to confirm credit agreements such as the

75 Ibbetson, ‘From Property to Contract’, 4-5.
handshake, feasting or the swearing of an oath, attest to a more significant shift that occurred at the commercial revolution of the earlier medieval period. These gestures attested to the bilateral formulation of the agreement in both cases for deferred sale and credit arrangements highlighting that the sale itself was a contract and not simply a mode of conveyance of property. Their continued centrality in the exchange, enforced by a legal system which recognised oral contracts validated by the display of an oath, highlights the public nature of economic agreements in the late medieval period.

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79 Ibbetson, 'From Property to Contract', 2.
Reputation and the Marketplace

After a protracted process of compurgation in which John Hereson had proven his reputation through testimony before the ‘good and important forefathers of Scarborough’, Richard Iveson entered the church of Scarborough on the celebration of the Feast of Saint Mark before witnesses John Sharman, John Wedirhird and John Smyth and accused John Hereson before the congregation of being a ‘false harlot’. He claimed that John Hereson had used ‘nefarious’ practices to ‘falsely convert money’ in an attempt to defraud him, proclaiming before the busy church that John Hereson ‘has my goodes and said he is robbed’ and that he ‘was a false theeffe for he had stollyn the good hym self that he saide peffe had takyn frome hym’ and would ‘supposs otheyr tyll hys dieyang day’. He claimed that he had taken £9 of his money and that he ‘hass pute itt to his owne use to my distrac[tion]e’. The previously ‘uninjured’ character of John Hereson was insulted, denigrated and greatly damaged by the ‘false and malicious’ accusations of Iveson spoken with hate, bearing no good and causing grave damage to his good fame. The words spoken were malicious and hateful and incited defamation. Richard Iveson believed himself to have been stitched up. He appealed the case at York Minster claiming that he had not been given due time between the publication of the summons and the date of the hearing to prepare deponents in his defence. Further he claims that the words ‘false harlott’ had also been spoken by a previously unmentioned Thomas. The case is typical of that of defamation and theft in the latter part of the fifteenth century in the cause papers at York and attests to the extent individuals were prepared to go to protect and defend their reputation. John Hereson attempted to restore his reputation through a public process of compurgation calling in 12 men of

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2 CP. F. 272, Hereson v. Iveson, 1490, Borthwick.
3 CP. F. 272, Hereson v. Iveson, 1490, Borthwick.
4 CP. F. 272, Hereson v. Iveson, 1490, Borthwick.
the community to attest to his good character before the church court. Richard Iveson refuted claims that he had been spreading false rumours by reasserting the validity of his original claim that he had had his £9 stolen and denouncing responsibility for the slanderous words. Reputation in the fifteenth century was hotly contested and clearly worth defending. In appealing the case after the process of compurgation, Richard Iveson bore the costs for the appeal process before York Minster to restore his honest reputation and recuperate his losses. The language of reputation in the cause papers attests to the significance of reputation where public instances of slander caused grave damage to the social and economic networks of the individual.

The contradictions presented in the household manuals and manner books of the middle ages highlight the means by which household reputation and sociability was commodified and reconciled with prevailing attitudes towards market behaviour. Warnings against speculation and borrowing are rife in household manuals and conduct books. Though written for the middling sort, mercantile and urban communities, the repetitive refrains, ‘Mi leve child’ echo oral poetry of late medieval England and are framed in domestic settings. The poem, ‘How the good wijf taughte hir daughter’ warned not to borrow too often for fear it generates more need and greater distress, ‘For thou borrowe faste, It must hoome agen at laste’. And ‘how the wise man taught his sonne’ advised the speedy repayment of debts and ‘Þi othir richesse sette no greet price, For deeth wole take bothe highe and lowe’. ‘The Lytylle Childrenes Lytil Boke’ likewise conflated debt and sin advising the reader to earn money ‘with trewe[t] & wynne’. Yet the same texts advised on the importance of reputation for buying and selling in the market.

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6 Sponsler, ‘how the good wijf taughte hir doughtir’, p. 296.
7 Sponsler, ‘how the wise man taught his sonne’, p. 303.
False swearing and lies in credit transactions, ‘thi sellynge & this byenge’, brought great personal shame and discredited character and reputation.

The importance of reputation for credit extended beyond the individual and household reputation was also considered essential for trade. In 1480 William Harleston wrote to Willaim Stonor asking for the payment of a debt either in silver or gold. The credit was owed to Harleston’s friend ‘so true and speciall’ who he was loathed to displease. Harleston warned Stonor that in not paying the debt and living frivolously he would bring his household into disrepute; ‘ye may breke your howsehold with your honour and worschep’. It is a warning echoed in the household manuals of the fifteenth century which decried overspending and advised thrift; ‘And if ſou se a wastour owher, y ſee pray, His felowschip fayn y would ſat ſou left’. When the chain of credit was threatened Stonor was warned that he not only needed to repay the debt but alter his habits so as to stabilise his household and convey an image that epitomised the concept of good reputation, attributes of frugality, hospitality and trustworthiness, in what has been termed the ‘age of the household’. As local gentry rose in predominance during periods of political turmoil, focus shifted from the displays of power and unity of the court in London to the households of the nobility. Gestures of hospitality, generosity and the extension of patronage in exchange for deference in displays of paternalism ultimately expressed the values of exchange and set the household as the stage on which

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12 ‘Harleston to Stonor’, Stonor Letters and Papers, p. 98.
reputation and character might be judged. This informal reputation mechanism that regulated the households of the elite in the fifteenth century can be seen to have percolated to concepts of honour and trustworthiness in popular society and is evident in the way in which character was defended in the church court by shopkeepers, tanners and traders. Much like instances of breach of faith these pleas of defamation and debt highlight the relationship between those formal and informal institutions that regulated trade at the market. These instances of defamation highlight the sociability of the late medieval market as individuals contested defamatory words that prohibited their trading and excluded them from their social circles.

Literature on the early modern market has firmly located the market ethics and practices of the sixteenth and seventeenth centuries in the prevailing social and cultural dictates. The credit economy has been identified as the melting pot where the conflicts between market forces and ethics is best illustrated. A focus on the language used to convey reputation and social standing in the marketplace has suggested that the sixteenth and seventeenth centuries witnessed a particular emphasis on public conduct and a desire to regulate behaviour. Muldrew’s identification of the Reformation as a catalyst to a growing language of dichotomy of both judgement and condemnation and trust and creditworthiness in a shifting economic landscape from one of communal love and charity to one of competing households enmeshed in networks of credit has generated an imagined divide between two epochs. How these key concepts of reputation and trust were understood and practiced in the fifteenth century credit economy in day-to-day transactions has remained elusive and the Reformation as an abstract watershed only strengthened as historical attention has increasingly turned on the development of these supposed early modern concepts in the consumer revolution of the late eighteenth century.

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15 Muldrew, Economy of Obligation.
century. Muldrew’s assertion that the sixteenth and seventeenth centuries witnessed a new language of reputation to express ideals of trustworthiness, as evidenced by an increase in litigation in the Quarter and Assize Sessions, has maintained in the history of early modern England, despite studies of defamation in the fifteenth century showing similar concerns to protect reputation in the court and continuities in the language used to defend it. Whilst acknowledging that elements of the idealism of the honourable merchant were inherited from the language of the ordinances of the guild, Keith Wrightson maintains many of Muldrew’s assertions that the early modern witnessed a changing economic landscape ‘in which the complexities of individual dealings had outgrown the capacity of traditional institutions of commercial regulation to control them’ that placed greater emphasis on a good reputation. The expanding credit networks of the early modern economy and a failure in statutes to regulate international trade provided the prerequisite for the new language of reputation and emphasis on informal institutions to govern credit. This contradicts the expansive research into medieval mercantile credit networks. Though debate exists about the recourse to the formal institutions of the courts, the evidence of the Maghribi traders attests to social sanctions imposed amongst associates of international trading circles. Similarly in the work of Gunnar Dahl it was reputation circulated in correspondence that dictated whether a merchant was able to trade on credit despite there existing well established commercial banking systems to facilitate international ventures. Though never existing in isolation of the legal infrastructure which had the authority to impose sanctions the reputation mechanism that governed trade in the early modern period has been identified in the mercantile networks of medieval merchants. The primary questions to ask of the material in this supposed transitionary phase from the late medieval to the early modern, centre on how reputation was not only described and understood but the

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16 McIntosh, Controlling Misbehaviour, pp. 56-67.
17 Wrightson, Earthly Necessities, p. 302.
impacts of reputation on an individual’s ability to engage in the social and economic spheres of day-to-day life.

Defamation in the Ecclesiastical Courts

Cases of defamation are found in the ecclesiastical courts from the medieval period up until their demise in the nineteenth century. The legal foundations for the hearing of defamation cases in church courts is not, however, clear and the extent of ecclesiastical jurisdiction over what was considered secular accusations of slander remained blurred and was contested in the works of legal theorists. Defamation, certainly by the sixteenth century, formed the staple of legal hearings in church courts throughout England, despite uncertain legal grounds. In European ecclesiastical courts, defamation was a rarity. It would seem that the popularity of the church courts as the forum in which to prosecute cases of defamation had much to do with the legal custom in England where the boundaries between church and secular courts were not clear cut, producing a system in which ecclesiastical forums routinely heard and prosecuted cases of a secular nature. The legal groundings on which defamation in the church courts was built are found in the thirteenth-century Gregorian decretals which sought to protect the reputation of bishop’s and clergy against false accusations of criminal activity. The expansion of this legal code to include the laity in the English ecclesiastical legal system is recorded in codes read aloud to congregations threatening excommunication to anyone who defamed their neighbour by means of false accusation of a crime. The coupling of defamation with false accusations of criminal behaviour placed emphasis on the intent behind the slanderous words spoken by the defendant. Defamation could only occur in the church courts where the accusation was false and the words spoken with malice and intent to denigrate the good character and reputation of the plaintiff. In the moralistic tract, Jacob’s Well, the author reflected on the legal code under which defamation might appear in the courts claiming ‘And alle thou arn acursyd that for

malyce, or wynny, or favour, or any other cause, dyffamyn or slaunderyn any persone, & apery his name among gode men & worshipfull, there he was not defamyd be-forn, & for that slaunderre he is put to his purgacyoun. The ‘malyce’ behind any slanderous words or the false gain to be had in spreading rumours defined defamation cases in the English church courts making it routine for witnesses called to a case to attest to the good character of the plaintiff and to record the negative impact of the defamatory words on the individual’s reputation.

By the mid fifteenth century accusations of defamation expanded to include cases beyond the false accusation of criminal activity encompassing all defamatory and malicious words thus recognising the lawful interest of an individual to protect their character in the courts. The cause papers at York reflect this trend with defamation by slander against an individual’s reputation and by false accusation of a crime, such as theft, occurring in the records from the mid fifteenth century. The first cause papers at York detailing cases of defamation as a defence of reputation highlight the defining features of the legal basis on which defamation was brought to the church courts. In 1465 in a case of sexual slander, Margaret Roberts sought to defend her reputation having been accused of being a ‘burning hore’ by her neighbour and fellow trader Walter Gray. Much like the cases of the later seventeenth century, when slander had become the primary business of the church courts, particular emphasis was placed on the malicious intent behind the words spoken and the public nature of the accusation.

Walter Gray and Margaret Roberts had both been stood in the doorways of their shops on Fossgate street in York exchanging words across the busy shopping street when Walter Gray called out and hurled the defamatory words against Margaret Roberts. The public nature of the accusation is central to the case. The multiple witnesses to the case,

20 Jacob’s Will, p. 15.

21 CP. F. 335, Roberts v. Gray, 1465, Borthwick.

John and Robert Lonsedale, and Elizabeth and John Cook, and the public nature of the high street, made the accusation widely known. Elizabeth Cooke, witness and friend to Margaret Roberts, claimed that the ‘status and reputation of the aforementioned Margaret perished and projected no good and grave punishment on her good fame causing multiple damage and immense embarrassment to her character’. Emphasis is also placed on how the words were spoken. Walter Gray not only ‘hurled’ the words towards Margaret Roberts but did so ‘in an intelligible voice’ and with a ‘clear tongue’. The accusation was clearly audible to all those present on the busy shop fronts of Fossagte street. This case of sexual slander highlights the central features which defined instances of defamation from the fifteenth century and into the sixteenth and seventeenth centuries. The intent of the defendant behind the accusation and the malicious nature of the words, along with the manner and place in which they were spoken, such as an angry or impassioned public denunciation, became the legally constitutive language of defamation in the ecclesiastical courts in the late medieval period.

Despite the Reformation, which sought to curb the autonomy of the church courts in the early sixteenth century, instances of defamation in church courts across England increased over the course of the sixteenth and seventeenth centuries. The appearance of defamation as a legitimate form of litigation aside from false accusations of crime in the latter years of the fifteenth century increased the number of cases brought before the ecclesiastical authorities. As instances of breach of faith declined in preference for secular courts such as the Common Pleas, King’s Bench and local city borough courts,

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the ecclesiastical courts became the preferred forum for defamation litigation which dominated church act books across England in the sixteenth century. A similar pattern can also be found in the central secular courts. The King's Bench and Common Pleas heard around fourteen times more litigation cases in the 1580s than they had in the 1490s. In the fifteenth century just thirty two pleas of defamation were heard before the consistory court of York Minster compared to the dramatic increase in the sixteenth century when over seven hundred cases of defamation were processed in the court rising substantially again to over one thousand in the seventeenth century. The increase in litigation however is hard to truly quantify. For the early modern period, J. A. Sharpe has estimated that only one tenth of cases initiated have corresponding cause papers containing the details of the case housed in the Borthwick archive. Without corresponding act books with consistent runs for the fifteenth century, the surviving cause papers as a percentage of that total business processed can not be accurately determined but presumably those that do survive are just a fraction of that which passed through the court. The dramatic increase in defamation litigation is undeniable but its pattern is more complex than reflecting a simple increase in a propensity to prosecute for slander or a greater concern with reputation.

Whether this increase in defamation litigation in the early modern period marked a watershed in the transition to a society orientated around reputation and an economy in which reputation and trustworthiness was commodified is debatable. Whilst the business of the church courts increased significantly over the course of the fifteenth century, at York’s consistory court all business doubled from 1570-1630 and at Chester cases of defamation quadrupled in the fifty years following 1544, instances of defamation declined in manorial and borough courts which, by the sixteenth and seventeenth

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centuries, dealt almost exclusively with land transactions. The nature of the depositions heard before the manorial court of Wakefield for instance shifted fundamentally over the course of the fifteenth century with instances regarding the transfer and inheritance of land and the associated fees becoming the primary form of litigation. An increase in litigation in the ecclesiastical courts of the sixteenth and seventeenth centuries would be expected as, on the whole, manorial courts no longer acted as the primary forum for defamation litigation. During the early modern epoch the courts not only heard suits of defamation in greater numbers but the legal routes became particularly gendered. The cases found in the King's Bench and Common Pleas demonstrate a significant increase in secular prosecution of defamation after the 1500s. At these central courts instances of defamation centred around damaged reputation following false accusation of theft or fraud, a particularly male crime, therefore gendering the two legal routes as ecclesiastical courts were dominated by instances of sexual slander arising from, most often, female litigants. Whilst the cases from this period reflect the gendering of secular and ecclesiastical courts, with female litigants prosecuting for sexual slander dominating the ecclesiastical courts, they also show in the early modern period the tendency at York to prosecute for slander against the individual with accusations such as ‘whore’, ‘witch’ and ‘scold’ increasing between 1590 and 1690 whilst accusations of ‘theft’ decreased. Some cases in the fifteenth century, such as that of Margaret Roberts in 1465, highlight the beginnings of this tendency. In 1461 in the prebendal church court of Ripon Mariona Syngilton, wife of Particii Syngiton, was brought before the court for being a ‘common scandal monger’. And William Sporeer appeared before the same court in an instance of defamation in 1464 for having called Margarete Sadler an ‘old harlot’. The cases at York Minster appear to follow this national trend with instances of defamation


31 ‘senem meretricem’, William Sporeer, alias Saunderson, v. Margarete Sadler, defamation, 1464, *SS Peter and Wilfrid*, p. 120.
becoming increasingly gendered during the course of the sixteenth and seventeenth centuries. The rise in litigation in the church courts is also matched as the exchequer court at York dealing with testamentary business recorded ‘a near five-fold rise in the seventy-five years before the period 1612-1619 when the court was dealing with an average yearly load of 970 probates and 675 administrations’.\(^\text{32}\) Greater litigation in the early modern period cannot be simply attributed to a rising population. Developments in the legal system with a trend towards local rationalisation and a greater professionalisation of the court points to a developing legal system in response to greater demand driven by those pressures for conflict associated with a greater density of individuals and greater economic competition for resources and employment.\(^\text{33}\) Comparing figures for the medieval and early modern shows a greater tendency to access legal courts, it is also reflective of a process of rationalisation and better record keeping as courts developed to meet the increasing pressure exacted on the legal infrastructure.

Changes in legal infrastructure appear to have had some bearing not only on the level of litigation recorded but also on the propensity to prosecute. Rationalisation of local ecclesiastical court structures following the Reformation greatly impacted the amount of business presented in the church courts. At Chichester the appointment of Robert Sherborne as bishop marked the beginning of a series of legal reforms which centralised court administration in the consistory court based in the city and bolstered the authority of the outlying peculiar courts in the surrounding provinces.\(^\text{34}\) With the proctor from the central consistory court presiding over the hearings in the peculiars, the courts in the Chichester diocese attracted professional and experienced canon lawyers, a process of professionalisation evidenced in the speed with which cases were heard and the numbers


As the church court procedure became increasingly efficient the number of cases presented also increased. Whether the marked increase in defamation litigation of the early modern period in the ecclesiastical courts can be attributed to shifting perceptions in the importance of reputation and not the direct result of legal reforms, which heightened the efficiency of litigation proceedings and professionalised the church courts, is not at all clear from quantitative studies alone. Rather, a qualitative approach, one which takes into consideration individual case studies of the fifteenth century and the language used in particular to describe and defend reputation as well as the legal procedure and formulae with which litigants were able to proceed in the courts, gives a more accurate depiction of the importance of reputation for market transactions at the close of the medieval period and a point of comparison for those qualities of the early modern legal papers deemed unique.

‘By his good faith and honest reputation’; Defending Reputation in Late Medieval Society

Although the language of defamation cases is couched in the formulaic legal terminology which defined defamation in the courts, the ‘malicious’ nature of the words ‘publicly shouted’ and the ‘great embarrassment’ caused to the character of the plaintiff, these legally constitutive elements of defamation arose from the societal norms and regional habits which determined neighbourly relations. Bound has identified in the cause papers the language of anger which allude ‘to the verbal, gestural and spatial negotiation through which anger was structured and performed in the context of everyday social practice.’ The use of words such as ‘malicious’ and ‘hateful’ when describing defamation and the description of the public setting of the proclamation all point to the tensions between neighbours where reputation was fragile and hotly contested. The emotions of anger, though legally constitutive for the presentation of

defamation before ecclesiastical authorities, were located ‘within socially and collectively recognisable behavioural codes’. As such instances of defamation in the cause papers of York in the fifteenth century can reflect the language commonly used to describe and defend reputation at the close of the medieval period. Despite slander in ecclesiastical courts appealing to the Christian notion of a breaking of charity and community, the terminology used by both proctors and witnesses to the instances of defamation referred instead to the public notoriety of the individual and the significance of their household reputation to their interactions within the social and economic community. In an appeal case taken from 1455 both the defendant and plaintiff sought rigorously to protect their name in a case of false accusation of theft. The plaintiff, William Turpin, who was accused by William Yerwith of having stolen five gold nobles and two silver sets, sought to defend his own reputation, his proctor claiming he ‘was and is a man of good fame and faith and honest living’ having maintained a household with ‘such an excellent prominent notoriety and public reputation’. Prior to the ‘false and malicious’ defamation publicly spoken by William Yerwith, William Turpin’s public image was uninjured and one of ‘good fame and grave power’. This language is echoed in the account of Thomas Rowley, witness, who claimed that by his own knowledge that both William Turpin and his wife had ‘an honest way of life’ and that ‘by his good faith and his honest status’ William Turpin maintained a ‘faithful home and reputation’. The importance of household reputation was similarly defended in the instance of sexual slander between Margaret Roberts and Walter Gray. Andreas KynKorne, witness to the defamation, claimed that he had known Margaret Roberts ‘going back years’ and that he had always known her to have maintained ‘a home and reputation as a woman of good


39 ‘Will[elu]m Yerwith apud bones se graves penes qups pu[blicie se exitat or] at bone fame ac opinionis illese negiens se maliciose diffamansi’, CP. F. 193, Turpin v Yerwith, Borthwick.

40 CP. F. 193, Turpin v. Yerwith, Borthwick.
fame, reputation and honest conversation’. The reputation of an individual was clearly central to the social interactions of late medieval society, evidenced not only in the readiness of individuals to legally prosecute but in the impact recorded in the testimonies of witnesses. When rumours spread following the defamation of Margaret Roberts where Walter Gray had publicly declared she was a ‘burning hore’ in the street of her home and business, Margaret appears to have been ostracised from her community with witnesses claiming that the damage to her character and subsequent embarrassment was so great that no men or women in the city of York, having heard the rumours, would engage with her in conversation.

The recourse to the courts to defend a ‘faithful home and reputation’ is indicative of a society in which honour and public fame were intrinsic cultural commodities. Daniel Lord Smail, writing on what he has termed the ‘consumption of justice’ in late medieval Marseille has argued that the legal developments and patterns identified in the thirteenth and fourteenth centuries were a direct result of ‘the monetary and emotional investment of ordinary users of the law’. The grudges and personal emotions of individual participants, not a centralised authority, drove the legal developments which led to defamation cases in the ecclesiastical courts in the late medieval period. Cases of defamation identified by Smail in France and those found in the cause papers at York were processed from the peripheries, from individual actors, and not imposed by central administration. The nature of the cases and the language used to describe the events mirror those social values considered paramount to the individuals who sought to protect their reputation and enforce the moral code of their social and economic communities. The expression of hatred and anger within the depositions, and the public

41 istius jurati p[er] non modica temp[or]a et annos retroactos quos cu[m]q[ue] ipsius Margarete notoria[\m/ be\re\ntes et est dicta tenta ba\bi\ta et reputata mulier bone fame v[er]ite et conv[er]sati\onis honeste', CP. F. 335, Roberts v. Gray, 1465, Borthwick.

42 CP. F. 335, Roberts v. Gray, 1465, Borthwick.

process of the court procedure, attest to the social functions of hatred within late medieval society as ‘public manifestations of hatred illustrated the extent of one’s material resources, access to credit, and willingness to defend one’s personal or psychological space’. Language of hatred permeated the pleas of defamation. The false accusations of theft of a horse levelled against Thomas Wrangwysh, cordwainer in the city of York, who called upon his associates to defend his reputation before the mayor, were made by ‘ewyll persons wykyly disposod’.

Instances of defamation point to the significance of reputation as witnesses banded together to support the fragile and integral character of their neighbours and friends. A letter written by the mayor attesting to the good character of Elizabeth Ricardby was founded on the testimonials of her ‘honest neighbours [...] of good name and fame and worshipfull conversacion’ who had appeared before the mayor and were ‘redy as they say to testifye in court or out of court’. It mirrors exactly the language of defamation found in the Latin of the cause papers. In 1464 Ellen Thompson stood accused of having maliciously spread defamatory words against John Douce accusing him of stealing from the grain store in the village of Newton. According to one witness, Richard Thruxundale, the defamatory words had been spoken following an altercation in the open courtyard between the home of the plaintiff John Douce and the second witness to the case, John Stockdale. The defamation, though public in its nature, was in a space regulated by Douce and his neighbour. Drawing on support from neighbours and friends John Douce attested to his own good reputation and character against Ellen Thompson, a character ‘of notorious ill repute’, by demonstrating his credibility amongst neighbours who supported his claims of defamation.

44 Daniel Lord Smail, ‘Hatred as a Social Institution in Late-Medieval Society’ Speculum 76, (2001), 94.


47 CP. F. 205, defamation and theft, John Douce vs. Ellen Thompson, 13/10/1464-13/10/1464, Borthwick.
went beyond the immediate anger of passionate outcries. In 1465 William Crosby, his wife Alice and sister Julianne were accused of having spread malicious rumours about the Jackson family, accusing them of having stolen a wooden vase of the value of 14d at a wedding and grain from the grain store. Although the words were initially spoken ‘maliciously, passionately and irascibly’ by Crosby and his wife, their repetition later by Crosby’s sister Julianne against the Jackson daughter Margaret drew the families into a bitter dispute that went beyond the heated anger often found in defamation suits pointing instead to an ongoing slandering of character.\textsuperscript{48} Much like the instance between Douce and Thompson, which referenced an ongoing dispute and the ill repute of the defendant, the case between the Jackson family and the Crosby family escalated as accusations were repeated by the younger members of the family drawing extended relatives into a bitter and ongoing battle.

The language used to describe reputation in these fifteenth-century cases does not appear all that different to the language used to defend reputations in the defamation litigation of the early modern period. Those cases at York from the period J. A. Sharpe has identified as prolific for defamation suits, 1560-1730, show a marked similarity in the language used to describe reputation. Depositions draw on the same language to attest to the honest living of the plaintiff. The same claims to ‘honest and good fame’, ‘public reputation of notoriety’ and an ‘honest and uninjured life’, punctuate the depositions of the seventeenth century.\textsuperscript{49} Prosecution proctors utilised this language in the articles of the deposition to attest to the good reputation of the plaintiff prior to the instance of defamation. It is something affirmed in the accounts of witnesses. In a case of defamation of character in 1694 for instance witnesses claimed that the ‘good name, reputation and credit’ of the plaintiff Thomas Marriott was ‘lessened’ by accusations of

\textsuperscript{48} CP. F. 206, defamation and theft, Thomas and Joan Jackson v. William and Alice Crosby, 24/11/1465- 1466, Borthwick.

dishonest dealings with his neighbours.\textsuperscript{50} The primary difference in the language used in defamation instances in the courts over the two contrasting medieval and early modern epochs appears in the tendency to record direct speech in vernacular English. The use of English certainly gives a more accessible insight into the language used to defend reputation in the early modern period and a greater understanding of the specific language utilised on a daily basis to reference reputation. The proctor defending Thomas Marriott in the case of defamation of character for instance recalled that the defamatory words spoken, ‘knevee’, ‘cheating kneve’ and ‘rascall’, were all ‘opprobrius’ in the parish as they implied a man of ‘lewd and wicked’ behaviour.\textsuperscript{51} However, although the language used to describe and defend reputation in the cause papers of the seventeenth century is presented in the direct speech of the individuals in the case, the formulations of the legal proceedings attesting to an honest lifestyle and good public reputation appear consistent across the two periods.

Yet despite the qualitative evidence found in cause papers indicative of a reputation-orientated society in late medieval England, higher figures for presentment of defamation in ecclesiastical courts in the sixteenth and seventeenth centuries continues to be cited as evidence for a new language of reputation and trust concomitant with a shifting economic sphere centred around interconnected networks of credit. Although J.A. Sharpe has noted that the propensity to prosecute for defamation in York in the seventeenth century, particularly in instances of sexual slander, spanned social hierarchies he has also claimed that the willingness to prosecute was a defining feature of the period 1560-1730.\textsuperscript{52} Muldrew has argued that the increase in defamation litigation and the reliance on civil law in the early modern period marked a fundamental shift in attitudes where notions of community and common Christian love were justified as a

\textsuperscript{50} CP. H. 4341, defamation character, Thomas Marriott v. Samuel Moss, 8/11/1694-31/1/1694, Borthwick.

\textsuperscript{51} CP. H. 4341, Marriott v. Moss, 1649, Borthwick.

\textsuperscript{52} Sharpe, ‘Defamation and Sexual Slander’, 9-17.
restraint on the inherent competitive nature of men and enforced through the courts. This, he argues, was a stark change from medieval society where Christian virtues were positively expressed through social unity and a natural sociability. However, when we look towards the cases of defamation centred around accusations of secular crime, such as debt, theft and fraud, the cases reveal the need in medieval society to enforce the notion of neighbourliness and honesty and a market morality in line with these Christian ethics. The economically individualistic attitudes Muldrew claims were tethered in the early modern period by the enforcement of these ideals appear to have been as prolific in the late medieval marketplace and the response of individuals and authorities strikingly similar. The sample of cases discussed below evidence the significance of a good reputation and displays of trustworthiness to an individual’s continuation in not only the social but also economic sphere of the late medieval economy. The reputation of an individual has long been a recognised feature of the socio economic world of the consumerist revolutions of the seventeenth and eighteenth centuries. The ‘dense networks of social relations and intrinsically unstable conceptualisation of the individual self’ were, Finn has argued, the foundations upon which personal credit and debt relations were built. Yet the reputation of the individual, that projected version of the self as a trustworthy and virtuous member of an honest household and wider social network, was also the foundation to economic negotiations in the late medieval market.

In a case of defamation and debt brought by William Barton against John Partryngton in 1434, Barton sought to defend his reputation after Partryngton accused him of reneging on the terms of a credit agreement. William Barton and John Partryngton entered a written bond, witnessed before a group of jurors, sealed with the exchange of surety of £3 13s 4d safely stored in a box and held in the custody of John Partryngton and his wife. Both men were skinners in the city of York. The jurors called to witness the bond were likewise skinners and merchants in the city. The agreement between the

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54 Finn, *The Character of Credit*, p. 12.
two parties had been sworn in the presence of their business and social networks so when John Partryngton publicly accused William Barton of breaking the terms of their contract, seizing the box containing the value of the surety from his wife, William Barton's reputation as a trustworthy business partner was compromised. William Scheffield, witness to both the signing of the bond and the instance of defamation, recalled how the ‘angry and malicious’ words spoken by John Partryngton had caused immense embarrassment and damage to the previously ‘unviolated and esteemed reputation’ of William Barton.\textsuperscript{55}

We know from other instances of defamation and debt that the denigration of the character of a business partner could have real monetary implications. In 1435 James Aston brought a case of defamation and debt against Adam Beckwith. Beckwith owed money to his creditor, Aston, having deferred payments for the rental of a tenement in the village of Ripley. The defamation arises when Beckwith claims he faithfully made the payment of 9 marks and 4 d to Aston’s steward and that the payment had not been recognised bringing Aston’s reputation as an honest and trustworthy associate into disrepair. Robert Selby, witness to the defamation strongly believed that Beckwith had purposefully ‘made a commotion in order to defer the promised terms to which he had committed’ by means of damaging the ‘esteemed public reputation’ of Aston.\textsuperscript{56}

The false accusation that his payment had gone unrecognised by Aston sought to purposefully discredit Aston as a lender so that the terms of their previous credit agreement may be brought into question and Beckwith relieved of his obligation to make the repayment.

In the Easter of 1431 John Marshall, Thomas Clerk, and John Bell, from the village of Sutton upon Derwent, along with Robert Basse stood on the pavement in Grapelane in the city of York bidding for the skilled labour of William Eggleton, a cordwainer. During the negotiations Thomas Clerk accused John Marshall of dealing in false gold

\textsuperscript{55} CP. F. 332, defamation debt, William Barton v. John Partrygton, 06/10/1434-02/12/1434, Borthwick.

\textsuperscript{56} CP. F. 117, defamation debt, James Aston v. Adam Beckwith, 01/06/1435-15/07/1435, Borthwick.
outlawed by royal proclamation, publicly declaring that John Marshall deceitfully used false and counterfeit coins when buying and selling malt with merchants throughout York to gain unlawful profits. The use of counterfeit coins, though widespread in periods of low minting outputs, was charged as treason. In 1484 John Stafford was accused of minting counterfeit coins and using them in the city of York to the ‘grete disseit and hurt of the kinges people’. He was held in prison and became the subject of a protracted negotiation and ‘punyshed after his demerites’. The accusation of counterfeiting coins in order to gain unlawful profits was a serious one. As Thomas Clerk levelled these accusations in the street John Marshall grew increasingly angry. John Bell, witness to the defamation, recalled how Thomas Clerk addressed the increasingly ‘somber and dark face’ of John Marshall as he continued to publicly declare the fraudulent activities of Marshall. Following the accusations in the centre of York the business networks of John Marshall gradually collapsed. The defamatory accusation caused such damage to the character of John Marshall and tarnished his reputation to the extent that no men of good character from the city of York, the village of Sutton upon Derwent or any other neighbouring village, having heard of the case, would enter business with John Marshall. The social and economic isolation of Marshall following the case mirrors that of Margaret Roberts who, after being defamed by her neighbour, was socially ostracised.

In a legal framework which placed emphasis on what was publicly witnessed and commonly held to be the truth, reputation in credit transactions was paramount. The currency of reputation does not appear to have been a phenomenon unique to the sixteenth and seventeenth centuries nor does it appear to have been the preserve of mercantile trade. The defamation against William Barton was alleged to have caused ‘immense injury’ and it is the faith behind the promise to pay that is brought into


question by a neighbour and witness to the agreement. Both the court procedure itself and the marketplace offered a public forum in which these reputations could be contested, conferred and discredited. By the fifteenth century the ecclesiastical court at York expanded from the single *curia Ebor*, established in the thirteenth century, to include two additional courts, the consistory court and the chancery court.\(^59\) Though the medieval consistory court at York no longer exists in its physical entirety, the neighbouring Archbishopric of Chester still retains a consistory court which has been dated to the early sixteenth century. The court bench features the two stands in which witnesses, defendants and plaintiffs could be called as well as prosecution proctors posit cases to the judge, a central seat for the judge, a large square table in the centre around which benches are fixed for those participants in the case and a single raised seat for an apparitor to record proceedings from a vantage point with a view of the entire semblance. The court benches form a single independent wooden unit around which space is left for additional benches and chairs for public onlookers. Though positioned at the back of the cathedral the large steps outside the court where individuals queued and the seating around the edge of the court bench highlight the very public nature of the private court case in the ecclesiastical legal system. In the fifteenth-century ballad, ‘Fryar and Boye’, which centres around a dispute between a boy and a friar in an ecclesiastical court, the busy court is described as centre of commotion where ‘other people a great pace flockt to the court to heare each case’. The ballad also infers an interaction between those stood in court and the surrounding audience. After the stepmother accuses the boy of witchcraft she is met with public humiliation:

‘She lowd, the assembly laught thereat,
& said ‘her pistols crake was flatt,
The charge was all amisse.’\(^60\)

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Fearing another such response from the crowd she ‘stood mute, & neere a word shee spake: shame put her in such dread.’

The continued predominance of the ecclesiastical legal system in York through the fifteenth and sixteenth centuries ensured the church remained central to the city proceedings, in pageantry festivals and mystery and morality cycles, and the court a public procession.

From the fourteenth century royal proclamations were exalted in the market square. That sheriffs sought to disseminate news in the smaller market centres of their jurisdiction with comparably low tolls is indicative of the popularity of markets as more than commercial centres. Going to market was a social occasion and it brought together a broad cross section of society through whom news could be circulated. The use of these smaller markets as a nexus through which to diffuse information had, James Masschaele argues, the trappings of state formation. The market created a stage on which authority could be played out and the market goers made for a diverse and attentive audience. The creation of permanent market squares and streets lined with shops all brought commercial activity into a regulated space that allowed for authoritative oversight and organisation. It also created a public space in which the transgressors of those rules and regulations might be paraded and publicly punished as an example to their fellow market goers. Punishments were routinely recorded in the York House Books. For the spreading of great untruths and ‘certain sedicious and opprobrius language’ against the king ‘contrarie to thare naturall dueties of ligeance’ Thomas Sturgeon and William Wilemot were set upon the pillory on market day and to have both their ears cut off so that the observers would have ‘evident knowlige of their grievous offences’.

The significance of the market centre as a place to parade the body of the convicted to exert the authority of the law is likewise evident in the peculiar court

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of Ripon where Thomas Hawton, cleric, and Margaret Heryngton of Annesgatte were accused of fornication. Thomas Hawton received 6 lashes before the market cross in the centre of Ripon. He was presented with a bare head and holding a candle in his free hand. These public punishments were intended to humiliate and defame and Margaret paid 12 d. to the church officials to avoid her punishment. The punishments issued by the church, though geared towards reconciliation ultimately in pursuit of financial restitution, threatened the reputation of the defendant. The public ritual of John Papedy mirrors those issued by civic authorities where crimes committed against market regulations, such as the breaking of the assize of bread, was met with the pillory, a public display in the marketplace against a crime that ‘touches the whole community and the people of the whole country’. Punishments issued in the prebendal courts of Ripon were centred around the market centre. In 1467 John Roy and Margaret Goldyng were sentenced to be publicly flogged around the font and market square in Ripon having been found guilty of adultery. In London Punishments for transgressions in market practices were centred about the pillory. The pillory was placed alongside the bustling market streets of WestCheap where the prosecuted were held along with the objects of their crime, broken bread for failure to meet market regulations, broken dice for cheating in games, or an accompanying official to publicly announce crimes of slander. Breaches of trust in market transactions touched more than the individual involved in the exchange but also the community and the networks of credit obligations which extended into the marketplace. Craig Muldrew’s work suggests that as the market expanded in the sixteenth century, as

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64 ‘in superpellecio, nudo capite, cum cerio unius libri in manu’, Thomas Hawton and Margaret Heryngton, 7th November, 1459, Acts of the Chapter, Ripon, p. 36.
credit networks were extended over longer and increasingly precarious relationships based on a ‘currency of reputation’, contemporaries sought to protect their reputation in the courts. Yet it would appear that the fragility of those agreements extended on a daily basis were not newly recognised in the early modern credit economy but were of grave concern in the preceding fifteenth century, with whole communities engaging in the publicity of the church court proceedings, the public ritual of humiliation in the processions before church congregations and the displays of those transgressors who threatened the market upon the pillories.

A Gendered Credit Economy?

Defamation cases in the ecclesiastical courts at York attest to the significance of reputation in the late medieval marketplace. Individuals were prepared to defend their character in the public forum of the court, to assert their claim to a ‘faithful home and reputation’. Reputation was commodified binding notions of trust and honesty to tangible monetary wealth. Real financial implications were attached to reputation with business networks collapsing as defamation spread and the dark and somber faces of the victims attest to its potential damage. Yet the records at York Minster reveal the significance of reputation for a small group of select individuals. Thomas Clerk and John Marshall dealt with merchants in the city of York, John Partryngton and William Barton were skilled tradesmen and Margaret Roberts, though a female litigant, owned a shop with her husband and appeared as an independent plaintiff before the court. As fees and legal expenses have shown prosecution before the consistory court at York was costly, often amounting to substantially more than the amount contested in pleas of debt and theft. The litigants before the Minster at York had means to pursue a case and a reputation which, if damaged, could have serious financial implications. The language of reputation presented here is thus closer to that attributed to the middling sort of

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69 CP. F. 332, Barton v. Partryngton, 1434, Borthwick.
early modern English society in which a ‘competitive piety’ produced a patriarchal discourse of wealth and worth. Expectations of provision, industry and access to and command of resources were essential to the construction of a particularly male concept of reputation in the sixteenth and seventeenth centuries. The language of reputation, though universally used, took on different meanings when applied to different social groups. Testaments to ‘honest living’, the maintenance of a ‘good household’ and productive ‘industry’ denoted the deserving poor in the literature of the Poor Laws in the early seventeenth century.

The court records at York discussed here demonstrate the significance of reputation for the credit economy of the fifteenth century but they are limited. The nuances of language of reputation and the value attached to ‘good fame’, ‘honest living’ and ‘industry’ when used by different social groups identified by Alex Shepard are not discernible in the cause papers. Instead the testimonies of the cause papers reveal a language of reputation limited to a middling sector of society, largely concerned with male concepts of honour and credit, that ability to access and control resources. This is in stark contrast to the litigation brought before the church courts in the sixteenth and seventeenth centuries in which sexual slander, brought predominantly by female litigants, became the primary business of court proceedings. This later defamation litigation reveals the terms by which female reputation was bound. Ideals of purity and honesty were threatened by accusations of sexual promiscuity and impropriety and accusations of malicious gossip. The trend towards the gendering of scolding and defamation is also located in secular courts as manorial and civic courts charted over the period 1370-1599 across England recorded a significant decline in instances involving male defendants, with cases decreasing from around 90 per cent of presentments in the late fourteenth century to around 30 per cent in the sixteenth, whereas cases with female defendants


only, rose from just under 20 per cent in the fourteenth-century to roughly 40 per cent by the end of the sixteenth century. Women in the early modern period were certainly accessing legal courts as independent litigants more frequently than those of the fifteenth century.

Does that mean that the language of reputation and honesty located within the cause papers is unique to a particular group of financially secure male litigants? Reputation and the ability to defend it was certainly essential for a person to function as ‘a trusted member of the social community and an effective participant in market transactions’. To this extent the individuals involved in litigation often had a particular standing to lose and looked to their kin to attest to their character. The house books of the mayor of York more routinely record the occupations of those involved in the procedure than the cause papers and show that reputation was a concern of all members of society. The mayor of York in 1489 forgave a miller for slandering his character by spreading ‘sertan sicious language’ and in 1482 Roger Brere was brought before the mayor for spreading slander against the Duke of Gloucester claiming ‘What myght he do for the cite? Nothing bot gryn of us’. In 1479 Christopher Bell, a tailor, called upon his fellow artisan, William Wiseman, also a tailor, to appear before the mayor to attest that he ‘knewe nyther treson ne felonie’ against Bell and that he would be ‘redy to prove that at tymez’. Reputations of artisans appear frequently and the mayor was used as mediator in pleas of defamation and slander. Yet the house books also show that the mayor was used to affirm reputation outside the circles of civic aldermen. In 1487 the mayor issued a letter attesting to the good reputation of Elizabeth Ricardby upon her recent marriage repeating the testimonies of character witnesses that she was ‘an honest

73 McIntosh, *Controlling Misbehaviour*, p. 59.
74 McIntosh, *Controlling Misbehaviour*, p. 12.
madyn, clene of body, true of handes and tong and in all things appertigneyng to hur womanhode a madyn of honest conversacion and good disposicion'.

Elizabeth Ricardby, though recently married, had previously been residing with Richard Parke, fishmonger, and his wife and rumour had been circulating questioning the possible infidelity of Richard Parke and his unusual living arrangements with the two women. Reputation was not the preserve of the elite and we can see in the house books where occupation is more routinely recorded that men and women of lower social standing were eager to defend their honour and had recourse to the courts and civic infrastructure to do so. Richerd Beryman had been a servant to Thomas Scotton and his wife both of whom had subsequently gone on to defame and slander Beryman accusing him of having stolen whilst under their employment. Not only did Scotton acknowledge the importance of Beryman’s reputation, stating that if any repetition of the slander be spoken that he ‘wold be the first man to depose apon a buke for hym’, he too did not want to be known as a slanderer affirming his reputation as a good master before the mayor and aldermen of York city council denying that he or his wife had spoken the defamatory words.

A good reputation was essential to not only buy and sell on credit in a market bereft of petty coin but to ensure employability and maintain social relations across social hierarchies. The significance of reputation and an awareness of the potential damage inflicted when rumours and slander spread permeated social groups and transgressed gender divisions, though the nature of insults differed between male and female litigants and the choice of court gradually polarised reflected in the gendering of insults.

Though the church courts came to be a special place in which plebeian women were able to protect and negotiate their reputations ‘as places where they represented their own cultural values and community norms’ in the eighteenth century, the church court of the

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fifteenth century appears closer to the restricted legal system of the medieval manorial court where women were displaced and rarely appeared as sole litigants.\textsuperscript{79} In 1499 Thomas Calfhyrd brought William Bocher to the prebendal court at Ripon in a plea of defamation. The defamatory words had, however, not been spoken between the two men but their wives. Joanna, wife of Thomas Calfhyrd, said that she had weighed 7 pounds of white fleece for Katerina, wife of William Bocher, who had denied the exchange.\textsuperscript{80} Presumably a dispute had arisen subsequently regarding the weight or quality of the wool weighed. Despite being actively engaged in the wool trade, selling and weighing the wool, it was their husbands who pursued the case and represented their wives at court. This was not unusual. At Ripon in 1453 Mr Rygungay and his wife were summoned for a breach of faith over a disputed 4s. The minister drawing up the articles at the first hearing asked Mrs Rygungay if she would ‘surrender her faith’ to her husband to represent them both in the case, subsequently removing her as a defendant in the following legal pleas.\textsuperscript{81} In the plea of debt between Agnes Featherstone and William Owbre it was her husband, Richard Salter, who adopted the role of plaintiff as ownership of the credit owed passed to him following their recent marriage.\textsuperscript{82} Though initially in a position of legal autonomy as executor of her deceased husband’s will, upon her marriage to Richard Salter, Agnes was denied her role as litigant and instead became a witness to the process of arbitration. This lack of legal autonomy has skewed our understanding of the credit economy in late medieval England. Coverture may simply be hiding female litigants. In the manor court of Great Crosby in 1493 Thomas Dob sued


\textsuperscript{80} ‘Thomas Calfhyrd citatus ad instanciam Willelm Bocher in causa defamacionis. Joahnna uxor of Thomas Calfhyrd dicit se deliberasse septem li. de lana alba Katerinae uxor Willelm Bocher. Et illa negat’, Thomas Calfhyrd v Willelmus Bocher, 1499, Acts of the Chapter, Ripon, p. 188.


\textsuperscript{82} CPF. 245, Featherston v. Owbre, Borthwick.
William Moneley on a plea of debt of 8s which ‘he had received from Ann Walton’. The manorial courts give no detail as to the relationship between Ann Walton and Thomas Dob or the agreements by which the debt had been transferred. It is possible that she had deferred the debt to Thomas to pursue in court as she was not legally able to do so. It is possible that behind debt litigation stands independent female creditors who were unable to access the legal infrastructure to pursue repayment. The evidence of the diaries of the sixteenth and seventeenth centuries certainly attests to a female credit market in which female creditors were less likely to utilise the courts to enforce repayment than male creditors despite a surge in female litigants pursuing pleas of defamation. In the medieval period there is a decline in female litigants in the courts. In pleas of breach of faith in Essex in the fifteenth-century litigants were overwhelmingly male with under 10 per cent being female. The same is true of the late thirteenth and early fourteenth century where female litigants in the manors of Oakington and Horwood, Cambridgeshire, decreased over the period. It is not wholly certain if this decline in women in the courts in pleas of debt truly represents a decline in female participants in medieval credit, much in the same way they are less likely to have accessed the courts in the debt litigation in the early modern, or if a tendency towards coverture simply disguises female creditors like Ann Walton.

Although female plaintiffs acting independently are rare in the cause papers at York they do appear as joint litigants alongside their husbands, such as Alice Gray with her husband John Grey, who pursued an unpaid portion of a dowry in the testament of Alice’s father. Alice was not an inactive bystander but stood with her husband pursuing that amount promised to her and her new household when she married. Moreover women are recalled in the accounts of deponents as having been involved in the credit


84 Briggs, ‘Empowered or Marginalized?’, 14-15.

85 Briggs, ‘Empowered or Marginalized?’, 16.
transaction itself or of having acted alongside their husband. Again at Ripon Thomas Glassyn admitted he had owed a debt to Thomas Swetyng of Skelgatt of 10s. and 2 d. but that his wife had paid it.\textsuperscript{86} Women evidently were engaged in credit agreements, they were able to make purchases on credit and acted alongside their husbands when extending credit. Anecdotal evidence from the cause papers at York suggests women had a more active role in the credit economy than the quantitative evidence of the cause papers might suggest. In the case of perjury between Richard Rawson and Thomas Vicars, Vicars made a promise to settle the accounts of his wife bought on credit, ‘an my wife pay ye not for the malte that yt she hais bought I sall or I sall lay my land in plege for the mony’, and in the case of defamation and debt between John Partryngton and William Barton the surety had been entrusted to the wife of John Partryngton from whom the box was seized.\textsuperscript{87} What is more, the supposedly male credit market was often drawn through the social networks of female relations. In the case of Wright and Reade those witnesses declaring a familial tie to the two parties did so through their connection to the wives of the plaintiff and defendant.\textsuperscript{88} In a disputed payment under a testamentary cause, Robert Tippling cast doubt over the legitimacy of two witnesses to the transaction as they were blood relations of the sister of the executor and plaintiff in the case, Elizabeth Radwell.\textsuperscript{89} Far from being excluded from the credit negotiations it appears to be the social bonds of the women of the household who drew together the men to agree to credit transactions and to act as witness to sales and contracts.

The greatest female voice in the credit economy comes from those testamentary causes where they appeared as executor for their husbands will and became embroiled in the suits of arbitration that followed. For the small sample of just nine testamentary and


\textsuperscript{87} DC. CP. 1496/2, Rawson v. Vicars, Borthwick. CP. F. 332, defamation and debt, Barton v. Partryngton, 1434, Borthwick.

\textsuperscript{88} CP. F. 266, Wright v. Reade, 27/07/1484, Borthwick.

\textsuperscript{89} CP. F. 217, Elizabeth Radwell v. Robert Tippling, 1440, Borthwick.
debt cases for which cause papers survive over the fifteenth century, seven of these involved either female defendants or plaintiffs acting as executor. The women in these cases took on a particularly powerful role appearing as sole litigant. Elizabeth Radwell successfully sued Robert Tippling for £17 after the death of her husband. In order to prove her case she drew on the support of female family ties through her sister, Adynett Gyges.\footnote{CP. F. 217, Radwell v. Tippling, 1440, Borthwick.} When Margaret Constable was chased for a debt owed by her husband from the dower she received upon his death, she maintained her stance that there existed a conspiracy against her husband and refused the payment despite the harassment of the creditor.\footnote{CP. F. 304, Holme v. Constable, 1491, Borthwick.} Though we see women chasing the debts of their husbands we do not see them in the cause papers pursuing credits they have themselves lent. Nor do they appear in the York House Books as creditors. Anna Swette was presented before the ecclesiastical court of Ripon for charging interest in a single entry and subsequently disappeared from the court rolls leaving no details about her role in the credit agreement.\footnote{Johanna Swette, 8th November 1453, \textit{Acts of the Chapter, Ripon}, p. 26.} Studies of the role of female creditors and debtors in the early modern period have certainly attested to the significance of single women as lenders and the importance of investment and the charging of interest on loans to the financial independence of single women.\footnote{See Judith M. Spicksley, “Fly with a duck in thy mouth”: single women as sources of credit in seventeenth-century England’, \textit{Social History}, 32, (2007), 187-207. Cathryn Spence, \textit{Women, Credit and Debt in Early Modern Scotland}, (Manchester, 2016). Amy M. Froide, ‘Women of Independent Means: The Civic Significance of Never-Married Women’, \textit{Never Married: Single Women in Early Modern England}, (Oxford, 2005), pp. 117-154.} Yet this evidence has been drawn from records outside of the courts. Household books, diaries and letters reveal that women acted as independent creditors, extending credit along familial lines and calling upon friendships to recall money owed. Rarely did these encounters develop into a legal suit. Despite not having recourse to the courts women in the seventeenth and eighteenth centuries were still able to loan and invest money and, supported by the informal social sanctions of their friendship circles, they charged interest. Though we do not see women as creditors...
in the fifteenth-century legal court records we do see them inadvertently taking an active role in credit agreements. They were concerned with reputation and defended themselves as women of ‘good fame, reputation and honest conversation’. They were entrusted with sureties and accounts, were nominated executors of their husband’s will and made payments on behalf of their husbands. Credit was imbued in the household economy of which women were an integral part. Far from being on the edge of the credit market women were deeply embroiled in credit transactions at the close of the medieval period and utilised the same language of trust and honesty as their male counterparts.

Conclusion

The value attached to reputation was clearly not unique to the early modern period. Characteristics of trustworthiness permeated the credit economy at all levels of society and reputation was defended by men and women alike in the ecclesiastical courts at York in the fifteenth century. Much like pleas of breach of faith the particular language of the legal code of the ecclesiastical court shaped pleas of defamation. Slander had to be articulated publicly and it had to be proven to be malicious in spreading false accusations of a criminal nature. Defamation was defined by the public nature of the crime by the intelligible words and the ‘clear tongue’ and in turn reputation was defended in the language of a public reputation. The language used to express good character in these instances mirrors that of the household guides. Individuals were of good and ‘previously uninjured character’, ‘honest conversation’ and held an ‘esteemed reputation’ in their community. The significance attached to a good reputation went beyond the formulae of the court that attested to the ‘grave embarrassment’ caused in suits of slander and instead spoke of the damage to social and economic networks. The proof of the defamation came in the description of the social isolation of the injured party.

94 CPF. 335, Roberts v Gray, 1465, Borthwick.

95 ‘multipliate leduntur ac mores eiusdem in immensum suggillant’, CP. F. 335, Roberts v Gray, 1465, Borthwick.
and their exclusion from trading deals. The value attached to reputation was expressed in the ability to engage with the market. Much like the social sanctions imposed on those mercantile traders operating in the Mediterranean the injured party against whom the defamation was spoken found that without their good name they were quickly rejected from their networks.

Pleas of defamation highlight the interconnectedness of the formal and informal institutions in the credit economy. Conflicts in the cause papers defined the boundaries of social networks as neighbours, kin and business associates banded together to express allegiance and submit depositions in support of one another. Ellen Thompson ‘of notorious ill repute’ was clearly outside the social circle of John Douce and his neighbours and when she slandered Douce in the public courtyard was quickly discredited in the supporting depositions as an outsider with little credibility. Similarly female litigants acting as executor for their husbands drew on a particularly female kin network drawn through their family and friends to support their claims at court solidifying social allegiances. Whilst social networks might enact informal social sanctions to encourage repayment of debts, such as John Marshall who was excluded from mercantile networks and Margaret Roberts who found herself outside her social network, these relationships and networks were formalised in the court when deponents swore on oath to deliver their deposition. The process of litigation supported the informal institutions of reputation. It bound neighbours together and the ever-present threat of recourse to the courts was implicit in market transactions contracted on trust. Reputation, fragile in nature and damaged after a few malicious words, was made robust in the courts. The legal infrastructure protected a credit network in which contracts were predicated on oaths. The efficacy of the courts and multiple legal forums in which debt might be pursued increased the propensity to borrow and lend. The legal system of the

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96 CP.F. 205, Douce v. Thompson, 1464, Borthwick.
fifteenth century placed emphasis on the public nature of reputation and in turn shaped a credit economy in which reputation was essential.

Pleas of defamation increased dramatically in the consistory court at York Minster in the early modern period. Explanations for this rise in litigation are varied. The rising population of the sixteenth century has been cited as exerting a particular pressure on the market that heightened an awareness of reputation as a commodity for those non mercantile agents operating in the market. A larger urban community living in closer propinquity with greater competition in the marketplace for resources and labour created greater social friction and an increase in defamation litigation. The rationalisation of the legal infrastructure as manorial jurisdiction waned, coupled by the process towards the gendering of the courts and the crime of slander, saw defamation become the prime business of the ecclesiastical courts as a particularly feminised space. The accessibility of the ecclesiastical courts in the later sixteenth and seventeenth centuries produced a space in which women in particular were able to define and defend their reputation in turn producing a higher level of defamation litigation in the courts. What is strikingly evident however is that the early modern defamation litigation did not create a new language to defend reputation. The concepts of a public reputation built on trust and honour were widely held in the fifteenth century. The importance of reputation was no more widely understood or felt in the early modern. The claims of an early modern household being defined by ‘good, honest and quiett behavior’ and ready to extend good will, credit and hospitality to their neighbours was not unique to the particular economic pressures of the early modern and can be seen in the neighbourhoods of fifteenth-century York. The credit networks of the early modern period are located in the ‘small-scale societies in which the behaviour of individuals and families was subject to constant scrutiny and in which sanctions of exclusion could be invoked’ similar to those networks of the tightly packed shops in Fossgate street of York where Margaret Roberts

was slandered or the rural village community of Wakefield in which failure to maintain communal duties led to suits of breach of faith. As the church court became the primary forum for females to pursue pleas of defamation, the slander described in the early modern period became increasingly couched in a language of sexual reputation. Coupled by accusations of secular crimes of theft and deceit, the cause papers of defamation in the fifteenth century speak to an understanding of reputation which recognised the damage caused to a good name by slander and defamation. Whilst early modern society seems more litigious it utilised the language of trust inherent in a credit economy founded on reputation mechanisms that was as prevalent in the late medieval economy of everyday credit transactions of the marketplace as it was in the economy of credit in the sixteenth and seventeenth centuries.

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Conclusion: The Sociability of Credit

In order to understand the petty credit agreements of day-to-day buying and selling in the marketplace this study has had a twofold approach in identifying both the formal and informal institutions that regulated the late medieval credit economy. In doing so it has identified a credit economy in the late medieval period that was embedded in both the social relationships of the marketplace, between buyer and seller, and the legal institutions that regulated economic behaviour. The moral economy continued to evolve as cultural institutions were inherited and shaped future formal institutions. Indeed the moral economy can be seen to have impacted methods of exchange well into the eighteenth and nineteenth centuries. As suggested by North change in either the formal or informal constraints on market activity were never immediate but developed slowly in response to one another often producing tension. This study has explored those shared cultural behaviours and social norms of the fifteenth century that underpinned credit agreements and the ways in which these shaped the language of the courts in which debt was prosecuted. The divide between formal and informal institutions is not always so clear and, as in the case of the credit economy, the law ‘reflects shared moral values and behaviour’. The language of litigation can thus tell us something of those internalised morals and social ideologies that predicted behaviour in credit transactions.

The model of institutions proposed by North has been critiqued for applying neoclassical models of economics to the medieval economy. The model assumes all contracts were consensual and agreed between free economic agents who displayed

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1 Greif, Institutions, p. 17.
2 Davis, Medieval Market Morality, p. 453., Finn, Character of Credit, Valenze, Social Life of Money.
3 North, Institutions, p. 45.
4 Davis, Medieval Market Morality, p. 452.
5 Greif, ‘Cultural Beliefs’.
economic rationality that took into consideration transaction costs. Individual actors thus all work in a mode of self-interest and markets were a natural feature of society. James Shaw has raised doubts over the presence of an actual credit ‘market’ in which borrowers might compare prices and interest rates. Far from the free economic agents described by North the credit relationships identified in instances of fraud at the Piovego in early modern Venice highlight the ‘radical asymmetries existing between people of very different bargaining power’. Institutions as modelled by North always offer an efficient solution to obstacles that increase transaction costs. According to Boldizzoni, North’s theory of transaction costs purports a teleological transition towards an increase in market transactions and a disembedding of the market from culture; ‘with technological progress transaction costs generally tend to decrease; and as progress continues, non market transactions gradually give way to market transactions in a growing number of sectors’. Though institutions are presented as being adaptive to the particular social and economic conditions they always move towards efficiency to lower the transaction costs. The model thus purports a gradual transition away from a ‘primitive’ market that was culturally embedded towards increasingly efficient institutions in which a greater proportion of trade was backed by formal institutions of the state. Applying a model of neoclassical economics to the medieval period is fraught with problems. Not all actors were bound by economic theory and in the medieval market in particular, cultural and social considerations played a large part in economic activity. Actors were not always free to exercise choice based on a knowledge of prices and transaction costs and were subject to obligations forged in social hierarchies. The credit

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8 North, ‘Transaction Costs’.


economy was far more embedded within social relationships and obligations than the model of institutions recognises.

The market ethics of late medieval England were embedded in those traditional institutions of the Church and contracts were routinely enforced by social networks and cultural beliefs in a shared morality of the marketplace. The importance of informal institutions was recognised by North and subsequently developed in the works of Greif. Informal institutions, ‘codes of conduct, norms of behavior, and conventions’ arose from a shared cultural heritage and went on to shape the laws that regulated the market. Greif has suggested that ‘enforcement institutions’ such as the courts were composed of cultural beliefs. Much like North’s theory of institutions, these organisational bodies alter only when those able to initiate the change are driven by self interest; ‘A necessary condition for an organizational change, however, is that those able to initiate it expect to gain from it’. Although both North and Greif place emphasis on the opportunistic calculation of individuals as the genesis for changes in institutions, the framework of institutions they propose highlights the interplay between behavioural norms at the marketplace and the development of formal regulatory bodies in trade. As such it offers a terminology for exploring the complexities of those formal institutions, including state and church, and the informal institutions of a shared morality and accepted modes of behaviour in the late medieval market. The study of ecclesiastical courts as a formal institution that regulated economic behaviour in credit contracts highlights the relationship between those shared cultural norms and beliefs that informed market ethics and the formal legal code that shaped the language of litigation. Not only was the market culturally embedded but so too were the institutions

12 North, *Institutions*, p. 36.
13 Greif, ‘Cultural Beliefs’.
14 Greif, ‘Cultural Beliefs’, 916.
16 Davis, *Medieval Market Morality*. 
that sought to regulate it. Through the study of debt litigation this thesis has shown the significance of ecclesiastical courts in shaping the language of reputation used to regulate the credit economy. The social and cultural norms for right economic behaviour were solidified in formal legal codes and social dictates that regulated a culture of oral contracts framed in a moralistic language of trust and reputation.

The coexistence of informal and formal institutions rather than a transition from the former, a reputation-orientated economy, to a formalised code of conduct for economic exchange embedded in legal frameworks and epitomised in the contract, does not fit the standard story of economic evolution towards law-based institutions and impersonal exchange. Developments in law certainly attest to a new understanding of contract in the fifteenth century. The rise of cases of assumpsit, trespass against a case, from the mid fifteenth century developed a legal rationale which saw the promise of a contract as legally binding. Both contracted parties were held to account if they broke their promise to perform the exchange. Assumpsit thus paved the way for a theory of contract in the secular courts and introduced a legal code that made obligations in impersonal exchange legally binding yet it took its language from the ecclesiastical courts and the plea of breach of faith. In cases of assumpsit it was the 'faithful promise’ on which the terms of the deal had been agreed that defined the contract before the court. The language of 'promise’ and ‘trust’ fundamental to the oaths of the ecclesiastical court in which credit agreements were made firm by handshakes and sworn promises on an outstretched hand or Bible were transposed to the idea of contract in assumpsit in the common courts and at the King’s Bench.

The structural foundations of the law of contract are to be found in the notions of reciprocity that governed exchanges before the proliferation of written contracts. The notion of contract was embedded in those social institutions and custom that regulated

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the oath in a plea of breach of faith and the language of the contract in cases of
assumpsit, to trust and to promise, is to be found in the far earlier medieval legal cases of
the church courts. The emergence of the contract is evidence not of a development
from informal oaths to legally binding contract, of gift exchange to a monetised
economy, but of the shared language of credit that is imbued in social relationships and
cultural practice. Studies of early modern and pre-industrial society have found in the
exchanges between buyer and seller a reciprocal relationship based on trust and local
reputation in which payment for sales were routinely deferred and contracts agreed with
a handshake.19 The language of the gift and the social considerations behind economic
exchange have been found to persist in an ‘age of contract’. To consider the two
institutions antithetical fails to acknowledge the social considerations imbued in the
credit economy and continues to purport a fundamental shift towards the ‘birth of
impersonal exchange’.20

The language of credit in the cause papers at York was informed by the justification of
the ecclesiastical court to hear pleas of breach of faith. The language of the oath, that is
trust and honesty, pervaded the depositions of litigants and witnesses. Smail’s study of
the consumption of justice has pointed to a feedback mechanism in the ecclesiastical
courts of late medieval society in which the language and moral ideals of the community
were solidified in the moral and legal custom of the courts.21 The presence of the legal
institution and access to it drove presentment figures; ‘the courts themselves, even as
they recorded the existence of social hatreds, became venues for the pursuit of hatred’.22
The language used to frame anger, vengeance and reputation in thirteenth and
fourteenth-century Marseilles framed the legal code implemented in the church court. In

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19 Finn, Character of Credit.

20 Avner Greif, ‘History Lessons: The Birth of Impersonal Exchange: The Community
221-236.

21 Smail, The Consumption of Justice, p. 17.

22 Smail, ‘Hatred as a Social Institution’, 121
turn the presence of an accessible and efficient legal forum in which to dispute social codes drove instances in the court, fuelling a culture of hatred and continuing to shape the language used to describe it. The courts were thus in a dialectical relationship with those informal institutions identified by North and Greif. The law reflected the needs of society and offered constraint for would-be litigants whilst also shaping society, marking the vocabulary used to construct contracts, question debts and slander neighbours and friends.

The courts of the church at York were accessed by individuals and pursued by the economic agent, the buyer or seller, in the market. The moral law of right economic behaviour was not imposed by a regulatory and authoritative body but by individuals navigating a formal institution and utilising a law that was itself a product of the moral codes and natural ethics of the marketplace. The legal codes of the church courts reflect the concerns of the marketplace and the individuals who operated within it. The justification for hearing pleas of breach of faith reflects those practices for oral contracts already prevalent within the marketplace. The institutions of the credit economy and the parameters of ecclesiastical law were thus driven by those individuals accessing both the market and the courts. The records of the court reveal the social pressures of informal regulation of the market; individuals defamed poor creditors and debtors and litigants went to great lengths to restore their reputation. Details of arbitration and compurgation highlight the role of the local community and peers in enforcing reconciliation and settling outstanding sums. The court and the pleas heard before it reflect the concerns of the community and the means by which society sought to regulate the credit economy.

Within this study the qualitative approach to these documents has shown that the currency of reputation predated the Reformation. The language of credit, trust and honesty was as integral to the economic dealings of the late medieval period as the early

23 Ingram, ‘Law, litigants and the construction of ‘honour”, p. 135.
modern. Moreover the dialectical relationship between the formal and informal institutions that characterised the moral economy of late medieval England was paralleled in the courts at York. The language of ‘trust’, ‘promise’ and ‘oath’ that constituted a binding contract in the ecclesiastical court informed understandings and practices in the oral contracts in day-to-day credit transactions, much like the language of ‘malicious’ and ‘denigrating’ which constituted defamatory words. The formulae of legal proceedings shaped daily practice and fed into a credit economy predicated on concepts of trust, honour and reputation not only between creditor and debtor but witnesses too. The legal process codified a system of credit that bound together whole communities in interdependent networks of trust. Credit as a descriptive for reputation was evidently in practice in the fifteenth century. The ramifications of this are apparent in those instances recounting the social ostracisation of accused debtors, thieves and rogue traders. In the manorial rolls we see the social grievances that accompanied pleas of debt, the failure to perform communal duties or instances of trespass. Much like Holderness predicted, the medieval credit economy was almost bereft of professional money lenders but hinged on pervasive credit networks characterised by mutual dependency amongst neighbours, family and friends. Debt was the primary forum for social conflict precisely because it was embedded in the sociability of the community.

The credit economy of late medieval England was thus not subordinate to Christian ‘love and ritual, and natural sociability’ but rather embedded in those social and cultural norms which dictated, and were in turn created by, market activity. Sociological approaches to gift exchange have long recognised the interconnectedness of social behaviour and commodity exchange, ‘non-market concerns matter to commodity exchange partly because commodity markets are underpinned and surrounded by social relations’. In advancing an approach to the late fifteenth-century credit economy which considers both the economic and social functions of credit, this thesis has demonstrated

24 Holderness, ‘Credit in English Rural Society’, 105.
the importance of ritual more commonly associated with the gift economy in the economic exchanges of the late medieval market. The sociability of the credit economy can be found in the legal framework of late medieval England in which the statements of witnesses were constitutive of legal proof and truth. The instalments agreed in credit transactions were embedded in the social rituals of the community when those party to the original agreement were likely to meet. John Papedy was to repay his debt to Thomas Harrison in three instalments the first of which was to be made at the feast of Ramspaldingmore, presumably a local occasion specific to the village of Spaldingmore, the home of Richard Glover where the original agreement had been made. Subsequent payments were scheduled around feasts days and were to be made on the feast of Saint Peter and Saint Martin. Debt and credit was scheduled around the rhythms of the social calendar. Accounts were commonly reckoned once a year either at an annual fair or around celebrations at Easter. Repayments were performed on memorable dates or on days of celebration around which the memory of witnesses and onlookers might be forged. In doing so oral agreements and subsequent payments entered the popular memory of the community. Payments were taken, agreed and contested in buildings central to the community and publicly visible, including the homes of local officials and the church. The activities of the market spilled into the home and reflect the permeability of the threshold and the blurred boundaries between the public and private in the credit economy. The cause papers at York recall credit arrangements being made in the monastery of the Carmelite friars, contested in Fountains Abbey and overlooked by witnesses in the market square from the surrounding shop fronts. The credit economy was subsumed in the sociability of local communities and a legal code in which testimony legitimated contracts.

Although the late medieval market saw the encroachment of the contract on sales and credit, the informal symbolic practices marking future obligations abound in the cause

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26 CP F. 210, Harrison v. Papedy, Borthwick.

27 Davis, Medieval Market Morality, p. 356.
papers. Handshakes, public oaths, communal meals and the drinking of wine
caracterised the credit market as fundamentally sociable. What is more, as concepts of
sale developed in the middle ages from simple transfer of ownership to the imposition
of future obligations, greater emphasis was placed on the terms spoken in the tradition
of oral contracts and greater significance attached to the ability of the party to uphold
their obligation. Bolstered by a legal system founded on the evidence of witness
testimonials which frequently attested to the reputation of those involved and the
binding nature of the visual performances around the contract, trustworthiness and a
good reputation were essential attributes to engage in the credit economy. Without a
written contract under seal attesting to the credit agreement, debt litigation in the church
court was founded on reputation. To ‘wager the law’ or appeal through compurgation
saw defendants relying on the character testimony of their friends and neighbours to
cause the plea of debt to collapse. The ready recourse to arbitration relied on neighbours
and kin willing to settle the dispute on behalf of the defendant and litigant. It was a
process dependent on trust from both parties in the legal process and their elected
arbiters to mediate fairly to determine an equitable outcome that restored to both parties
their money and reputation. This was not indicative of a rudimentary legal system but
of a reputation-orientated credit economy reflected in legal custom. Appointed arbiters
were able to monitor their neighbours and to enforce the terms of the settlement. The
legal system as well as the credit economy was embedded in the sociability of the late
medieval community.

The structure of this thesis, taking in turns those different legal forums in which credit
might be heard, moving from macro structures of the culture of credit to the micro case
studies of individual cases in York, is reflective of the survival rates of court rolls in the
archival record and the plethora of legal institutions in which a litigant might pursue a
case. The north of England and York in particular has been characterised by economic

decline. In the arguments of the monetarist historians credit, in particular investment credit, is purported to have contracted as coin fell due to fears over illiquidity marked by a shift towards short term exigency credit. The complaints against poor coin in York and the dramatic reduction in outputs of the royal and ecclesiastical mints in the city have supported a narrative of not only economic dearth but civic abandonment. The Merchant Statute Staple certainly attests to such a tale of strife and stagnation in the fifteenth century. Yet to extrapolate this evidence of mercantile credit from not only the legal infrastructure in York but the credits that funded small business and day-to-day market activity ignores the vibrant and efflorescent credit economy, supposed of the medieval market but never quantified or qualified, that existed beneath the strata of elite merchants. Taking a more holistic approach to the jurisdictional jigsaw of the north of England, it is evident that the propensity to prosecute was impacted by the accessibility of the courts, plaintiff resolution times and financial costs. Considering the very public processes by which a plea of debt might appear before either a church, manorial or civic court and the fees and legal expenses involved in reckoning the case, it is of no surprise that most instances were resolved at the point of issuing a summons to court. Only one instance of debt litigation from Ripon was appealed in the consistory court at York with the majority settled through appointed arbiters at the lowest level of ecclesiastical jurisdiction. At the lowest level of ecclesiastical jurisdiction, as at Ripon, petty debts were routinely presented and swiftly settled. These small scale credits suggest a credit economy outside the ‘pure credit’ identified by Blanchard continued in periods of coin shortage.

Most significantly the piecemeal documentation for these courts implies shifting trends in legal forums. The church courts, once the prime stage for the resolution of debt, were increasingly disregarded in preference for secular courts whilst simultaneously becoming the primary forum for instances of defamation and issues of matrimonial disputes.

29 Nightingale, ‘Rise and Decline’.

30 Bolton, ‘Was There a ‘Crisis in Credit’?’.
Small sums and larger mercantile bonds were routinely recorded in the sheriff’s court in the 1470s for the three years for which records survive at a time when the Merchant Statute Staple of the mayoral court filed only odd instances of credit after the mid fourteenth century.31 To build upon the fragmentary court records and evolving legal institutions a thesis extrapolating quantitative evidence purporting fundamental changes in attitudes to, and incidences of, credit in the transition from the medieval to the early modern risks isolating the evidence from the legal proceedings. Credit in the courts is not only underrepresented in the archival records with inconsistent runs in cause papers and manorial rolls, with a huge disparity in those cases with attached cause papers in comparison to those instances recorded in the act books and processed in the consistory court, but in many instances cases were never processed beyond the initial summons and citation. Particularly in the ecclesiastical church courts where restitution and reconciliation were the intended outcome and where the legal code and justification for legal authority in pleas of debts rested on the public and binding nature of the contract, the publicity of the oath was resonated in the publicity of the legal process inevitably eliciting out of court settlements. Beneath the bishop’s courts at York Minster were over 130 additional prebendal and peculiar courts under the jurisdiction of the Archbishopric. The court records of Ripon attest to the bustling nature of the local parish court as the primary forum for pleas of debt. Though courts varied hugely as to the amount of business processed regarding credit and debt, as in the case of Ampleforth, these papers are yet to be explored and the quantitative possibilities of such a study for the identification of a credit economy embedded in social custom and ratified in legal courts, can not be fully comprehended. The undercurrent of informal borrowing and lending, with the reckoning of accounts and exchange in kind is only made evident by an exploration of the legal infrastructure and a qualitative reading of the records. It is a dark figure wholly unaccounted for in the debates of credit and coin in the late medieval market that attest to a depressed northern economy and only hinted

at in the cause papers of York, which represent just a small fraction of the litigation of ecclesiastical courts at the close of the medieval period.

Looking beyond the macro narratives of a declining economy in the fifteenth century has shown there existed an active credit economy for investment and exigent purposes. The deflationary impact of coin on credit has, as a theory, been predicated on those records of formal mercantile credit extended in the Statute Staple. Yet credit in the fifteenth century was not consigned to the written contract; ‘when something is lent from consumption to another the loan is often accompanied by the giving of sureties, and sometimes by the deposit of a gage, sometimes by the pledging of faith, sometimes by the security of a charter, sometimes by the security of several of these at once.’\textsuperscript{32} The propensity to lend may well have been impacted by the ability of a borrower to repay with the available coin but it was also impacted by the social obligation made binding in the oaths and ritual of the agreement and the efficacy of the law to reclaim debts. The Statute Staple was just one court in which contracts were registered, those credits sealed by oath, a gage or a contract, can be seen to have persisted in the ecclesiastical courts of York despite the decline in minting outputs. The debt litigation of the cause papers is just a small percentage of those credits that were presumably recorded in some form of household accounts or drawn up using tallies at the marketplace in the fifteenth century. The household and business accounts of Eyre attest to a widespread use of accounting in day-to-day transactions and the testamentary case of Fawcett and Newman demonstrates routine business accounting, the papers were held onto and were recalled at a much later date in the litigation process. Although small-scale credit was deeply embedded in custom and ritual, borrowers and lenders were wise to investment, profit and salaries recorded in daily accounts. The plea of debt between Reade and Wright clearly describes wages and profits in a credit agreement of advance sale of grain to establish a business venture. Limiting an analysis of the nature of credit extended or the

\textsuperscript{32} Glanvill, p. 117.
levels of credit in the market to those contracts of the Statute Staple ignores the vital evidence of the alternative courts in York in which the smaller credit agreements of investment and sales were routinely recorded. Despite a decline in circulating coin by which debt could be paid credit, most significantly credit for investment and business, was still extended in the north of England supported by a system of informal social sanctions and recourse to the legal courts.

Whether this credit economy of the fifteenth century, reliant on informal social sanctions in the community and bolstered by a constant threat of legal action, differed significantly from that of the following early modern period is not clear from the quantitative analysis of litigation brought before the court. The legal plurality in and around York and the competing legal codes of secular and ecclesiastical courts, both of which lay claim to the right to hear pleas of debt, saw credit fluctuate in the court records as litigants exercised autonomy and selected the most efficient court. Any marked difference in attitudes towards credit and indebtedness would be evident in the form of contract and the language used to describe the bonds forged between creditor and debtor. Much like Muldrew, Wrightson identifies a new dimension to the reputation mechanism in the credit economy of the early modern period brought about by a circulating language of trust and condemnation synonymous with Reformation theology. Despite the idea of individual commercial probity being grounded in the moral ideals of the medieval village and guilds, the language of the Reformation constituted a new currency of reputation contributing to the self-identification of the bourgeois and mercantile class. Commercial law and formal regulation was unable to regulate the burgeoning trade of the early modern economy and greater emphasis was placed on the morality of the household “in a model of both personal and commercial integrity”. Coupled with the providential language of the Reformation, the pressures of the credit economy produced a set of values by the 1700s that Wrightson claims were distinct to

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the early modern. Yet the language of credit and reputation in the litigation in the consistory court demonstrates a continuity in attitudes towards credit across the medieval and early modern and suggests that a ‘currency of reputation’ preceded any unique language of the Reformation. When John Audelay wrote on neighbourhood and neighbourly relations he did so in terms of reputation.

A wekid worde a mon may schame,
To lesse his godes and hys good name;
Whoso falsely duþ men fanes;
Beþ curse[d] tr[u]lly”

Clearly in the fifteenth century reputation was synonymous with wealth, a man’s goods might be lessened in value when his good name was shamed. Litigants spoke of good fame and honest reputation and extended the principles beyond the individual of ‘good conversation’ to the household, firmly locating the individual within that ‘conglomeration of competing but interdependent households’ of Muldrew’s sixteenth and seventeenth centuries.

Extending the concept of the sociability of early modern credit into the fifteenth century overcomes the arbitrary markers of periodisation between the medieval and early modern. The Reformation was not the clear watershed to changing attitudes towards economic activity. Weber’s ‘Protestant ethic’ cited the early modern period as the beginnings of nascent capitalism and the work of Luther a justification for individual economic acquisition. His work has defined the early modern epoch as one of new economic ethics defined by a providential language that found in labour and economic success divine will and proof of predestination. The continuities in

34 The Poems of John Audelay, 3, 8-11, 47.
35 Muldrew, The Economy of Obligation, p. 3.
economic thought however over the medieval and early modern epoch clearly show the
Reformation to have had limited significance in unleashing a new economic attitude.
Many of the concepts evoked in post-Reformation market ethics were based on
unrealistic ideals of the preceding medieval moral economy.\(^{37}\) In practice the moral
economy was not antithetical to efficient market systems. This is particularly true of the
regulation of interest. Though bound in religious liturgy that stressed usury as a capital
sin and having been outlawed by the Church in 1179 and again in 1234 against pain of
excommunication, interest was routinely charged.\(^{38}\) Practical ways to subvert detection
emerged as interest was cloaked in a sales contract that specified future payment greater
than the amount received.\(^{39}\) In the litigation in the church courts of York where interest
was clearly stated to have been charged it was seemingly never questioned, yet appears so
infrequently only to lead to the conclusion it was rarely recalled by litigants before the
authority of the Church. Yet to see the Church as an obstacle to efficient market
transactions ignores the attempts of the scholastics working from Aquinas to develop
justifications for interest as a gift in licit trade as different to ill gotten gains in illicit
trade.\(^{40}\) The following works of the Salamanca School, the official doctrine of the
counter Reformation, built on previous understandings of the just price to advance a
concept of economics that anticipated the market analysis of professional economics
more closely than any other branch of pre-classical theory.\(^{41}\) Despite framing their
works in the moralising language of the Church medieval commentators on market
morality were not hampered by the obstacle of religious doctrine. The marking of the
end of the fifteenth century as a transition in attitudes towards market morality and
ethics is too late to denote ‘medieval’ economic thought and too early a cut off to


\(^{38}\) Munro, ‘Medieval Origins’, 507.

\(^{39}\) Munro, ‘Medieval Origins’, 511.


\(^{41}\) Langholm, ‘Monopoly and Market’, 409.
acknowledge and explore the continuities into early modern economic thought. As argued by Britnell, that period typically identified as one of transition of 1470-1530 holds significant intellectual and social continuity to be entirely arbitrary in trying to purport fundamental change in economic attitudes.

In focusing on the fifteenth century, a period of supposed transition and economic contraction, this thesis has identified continuities in the social history of credit. It has questioned whether the language of credit and an emphasis on the sociability of credit was significantly altered by fluctuations in the economy. In light of failing legal constraints the sociable functions of credit as a means of conveying wealth and ideals of trustworthiness have been identified as having been born of fears of illiquidity. In light of an inadequate coin supply credit is seen to continue to grow. This exploration of credit has identified similar fears over illiquidity in the fifteenth century. The lack of circulating coin and a shift to a predominantly gold economy saw a proliferation of petitions deriding coin clipping, fraud and merchants who drained coin out of the economy. The evidence of household accounting in the Paston and Stonor letters and the business accounts and household books of Nicholas Eyre suggests that the lack of coin drove households to record finances and maintain a record of their financial spending. The practice of household accounting appears to have proliferated in light of the lack of coin, when Eyre settled his accounts they were challenged as being inconsistent with the tallies drawn up by stall holders who were also maintaining a firm grasp on any outstanding payments. Rather than constraining credit and limiting its use to exigent purposes in that supposed ‘crisis of credit’ of Day and Nightingale, the bullion shortage appears to have contributed towards financially astute households accounting practices acting on news from the mints, controlling household expenditure and demonstrating an awareness of the market.

42 Langholm, ‘Monopoly and Market’, 408.
44 Muldrew,‘Hard Food for Midas’, 94.
Credit practices were thus shaped by economic pressures. Concerns for right economic behaviour increased as communities sought to regulate their neighbours. The ‘disharmony cluster’ of accusations in the civic courts identified by McIntosh increased significantly from the mid fourteenth century in line with the demographic and economic pressures following the Black Death. That concern for community morality was not the preserve of the Puritanical ‘Godly sort’ but rather a reaction to a particular set of economic circumstance that were to repeat in the sixteenth and seventeenth centuries significantly undermines the Reformation as a watershed in a transition from the medieval to the early modern. The sociability of the market, the language termed to describe borrowing and lending in the transactions and states of indebtedness was borne of the legal system. The efficacy of the courts encouraged credit as the ever-present threat of recourse to the law acted as a surety to those informal credit contracts sealed by oath. The legal code of the courts shaped the language that described credit, the plea of ‘breach of faith’ laid the foundation for the language of trust and reputation that framed the contracts of the fifteenth, sixteenth and seventeenth centuries as defendants were accused of violating their oath and promise to pay. The period of an increasingly litigious society expressing concern for community morality has been extended by McIntosh to include the fifteenth century and has been shown to coincide with social and economic instability. The same is true of debt litigation. Presentments of collapsed credit utilised that same language of community concern and sought to protect reputation as in instances of backbiting and defamation.

The sociability of credit epitomised by a concern for reputation was not new to the sixteenth and seventeenth centuries. The suggestion that the expansion of credit networks in this period generated wider and more fragile webs of dependency, bolstering fears over illiquidity and increasing the significance attached to reputation, fails to engage with the impact of an evolving legal framework on the archival record.

McIntosh, Controlling Misbehavior, pp. 55-69.
The disjuncture between the medieval and early modern that shows an increase in debt in civic courts and defamation in ecclesiastical courts appears more as a result of changing legal jurisdictions between secular and ecclesiastical authorities than any fundamental shift in attitudes towards credit, reputation and trust. Extending the study of credit to include the fifteenth century demonstrates the continuities in the sociability of credit and highlights the significance of the court not only on the willingness of a creditor to lend but also on the creation of a widely shared and culturally embedded language of credit.
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