

**Covenant made between the Prior of Westminster and Alina, widow of Richard Sakespeye concerning a moiety of one hide of land and a moiety of one virgate of land with pertinences in Morden [1220]**

This is the covenant made between E. Prior of Westminster and Alina widow of Richard Sakespeye namely that I Alina have granted and by this present writing have confirmed in my legitimate widowhood, all my right and claim which I had or could have in the half of one hide of land and in the half of one half-virgate of land with its pertinences in the vill of Morden. Namely that land which Richard Sakespeye, formerly my spouse, sold to Nicholas Duket, whom I could not gainsay. For this grant and quitclaim, I, E. the aforesaid Prior of Westminster, have faithfully permitted counsel and aid and all reasonable expenses towards the winning of her right, and have promised to the aforesaid Alina six marks of silver when her right is acquired. Truly I, the aforesaid E. Prior of Westminster, have promised by this covenant in the word of the Lord on my behalf, to be firmly bound. And I the aforesaid Alina, by touching the sacred gospels, have sworn to be bound faithfully by this covenant without any deceit. And so that this covenant be valid and secure, we have confirmed [it] with our seals. These being witnesses, Henry de Wautham, Odo Aurifaber, Richard son of Edmund, Robert, clerk, Sanson de Coquina, Richard de Chalfhonte, Vono/Voun le Ku, Phillip servant of the Prior and many others.

Marginal entry in red:

*hec terra predicta ass<sup>a</sup> ad anniversario prior Helie ut pz ex iii<sup>i</sup>a parte libr consuet<sup>m</sup>*

“This aforesaid land is assigned to the Anniversary of Prior Helias as is plain from Part IV of the Customary.”

**NOTES:**

Aline Sakespeye's claim was probably for dower, normally a life interest in one-third of the holding. A wife could not oppose her husband's wishes in his lifetime, even if he sold the land with which he had endowed her. But, after her husband's death, a widow could still claim her right to dower. *Glanvill*, a legal treatise written c. 1187-9, says:

“It should be known, moreover, that if any woman's husband sells his wife's dower to another after he has endowed her with it, his heir must, if he can, deliver that dower to the woman, and must give to the purchaser reasonable lands in exchange for what was sold or given by his ancestor; if he cannot deliver to the woman, he must give her reasonable lands in exchange.”

(*Glanvill*, ed. G D C Hall (1965), p65,

quoted in Henrietta Leyser – *Medieval Women: A Social History of Women in England 450-1500*, p.290)

A John Ducet was one of 3 free tenants in Morden, holding 1.5 virgates and paying 3/- and nothing other, according to a Westminster Abbey Customal c. 1225 (British Library Additional Charter 8139 and WAM 9287).

John Ducet was presumably a relative of Nicholas Ducet, sheriff of the City of London towards the end of the 12th century, who is recorded as having purchased 2.5 virgates of land in Morden from Richard de Sakespeye, although John only held 1.5 virgates in c. 1225.

Barbara Harvey *Westminster Abbey and its Estates in the Middle Ages* (1977)

The heading to this entry in Westminster Domesday says half a hide plus half a virgate (ie 2.5 virgates), but the text says half a hide plus half of a half-virgate (ie 2.25 virgates). As John Ducket only held 1.5 virgates c. 1225 (ie two-thirds of 2.25 virgates), it seems that Alina was successful in claiming her one-third share of the holding, and that the convent received this three-quarter-virgate that she had quitclaimed.