

A COUNTRY UNDER CONTRACT: EARLY-TUDOR ENGLAND AND THE GROWTH OF A CREDIT CULTURE

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The historical explanations for the development of modern English credit and finance often overlook the late-medieval period, favoring instead a late fruition by focusing on economic growth in late-Tudor and Stuart England and the anticipation of the founding of the Bank of England in 1694. Moreover, European practices regularly dominate the discussion to show both borrowing and influence, especially from the Italian city-states. However, England developed methods of credit and business transactions through the use of written obligations long before Continental financial instruments, and they permeated all aspects of English law, administration and finance. This paper provides an overview of how a bottom-up system developed and expanded through English common and statutory law and ultimately became the main form of statecraft for the first Tudor king, Henry VII (d. 1509). Henry's success in business, finance and the prosecution of the law stemmed from his recognition that upon acquiring the throne of England he now ruled a country under contract among private parties, public courts and a developing centralized government.

Beginning in the late 12th century, the European economy underwent rapid changes for reasons that are not completely understood. Both markets and production expanded, along with the parallel development of urban centers. Financial instruments facilitated this growth, including written contracts, provisions for banking and credit, and bills of exchange. These transactional devices may have been created in part to skirt the laws and anathema of usury prosecuted by the church.¹ Also fueling this expansion was an increase in species as silver was mined in Eastern Europe, contributing to the transformation of the lord-vassal relationship from one of service or in-kind responsibility to one of cash payment.² Some have argued that it was the ruling elites who created demand for goods, markets and the methods to obtain luxuries and commodities by developing credit processes that worked for both buyers and sellers.³ But few disagree with the observation that European credit and financial advances, with especial concentration in

the Italian city-states, became models for later economic developments in other countries. Whether England was a beneficiary of these advances or was already pursuing a separate track for financial innovation is the subject of this paper.

Traditionally, when historians studied the economic and financial developments of late-medieval England that contributed to the rise of the modern state, emphasis was usually placed on the ends, not the means. For example, royal government finance has been analyzed from the perspective of transitional economies, such as the shift from the export of wool to the finishing and export of cloth; or from fiscal changes based on efficiencies in land revenue collection and the changing role of Parliament in its struggle to establish both a governmental identity and greater involvement in taxation, spending and policy.⁴ The duchy of Lancaster — which was the largest household and portfolio of land holdings in England before 1399 when it became part of the royal demesne — has been frequently cited as a model for more effective government administration and finance.⁵ However, until most recently the duchy had not been analyzed from the viewpoint of the means by which it would become a model in the first place.⁶

The same is true for finance and economic development at the local level of English society, stressing the developing role of regional and municipal elites and the parallel decline of the manorial system in favor of an increasingly non-feudal society with a shift in judicial power from the lord of the manor to the legal courts in London. Again, often lacking from these discussions are the means by which such changes were facilitated.

Written obligations

Those means in fact relate to how English men and women commonly conducted daily interactions involving purchases, borrowing, trade, land transactions, legal disputes and contractual agreements: through a document called a written obligation — which was sealed and often signed between parties — and its enrolled offspring, the recognizance. These *de facto* contracts, collectively described as bonds, had existed in England for centuries. By the reign of the first Tudor king, Henry VII (1485-1509), it is not difficult to describe the realm he administered as a country under contract.⁷ The judiciary functioned at both the local and national level through such bonds. They had several uses: for appearance at court; to abide arbitration, especially in actions of debt but also for consummating land transactions; to keep the peace; and to promise allegiance to the crown. The use of these contractual debts facilitated revenue collection both locally and through royal departments in a country where species remained at a premium. They were utilized to purchase goods and services, to transact trade, to secure offices such as a sheriff or customs official, to obtain wardships of minors or to acquire ecclesiastical appointments. Because collateral or third-party guarantors (sureties) were usually involved in a bond, which often included penalties for non-payment or late-payment, they were the precursors of

modern debit and credit instruments. Moreover, all classes of society used such written instruments.⁸

So, for example, in the year 1478 the widow of a London grocer had in her possession among the debts owed her husband twenty-nine written obligations that she planned to sell. According to her husband's wishes, she first had to offer them to two tradesmen, and if they had no interest in purchasing them then she could make them available to a grocer and a fishmonger. However, they could acquire the obligations only if they purchased them "at an equal price with others, without fraud, they shall have the same."⁹ It is important to think of these instruments in the way the public viewed and utilized them at the time: binding, negotiable, perpetually viable, enforceable, fungible and omnipresent.

What follows is a brief example of the language in a simple written obligation: "William is bound by obligation in £30 to pay Robert £20 by the feast of Easter next coming, or to forfeit his goods and lands." The bond would be dated, and in this example there is a built-in penalty of 50 percent — William must pay £30 instead of the £20 he owes Robert *only* if he fails to fulfill his payment obligation by the feast of Easter. A condition may or may not be stated in the bond, such as the reason for the debt. In this instance, the condition relates to the penalty: pay £20 on time or forfeit £30 in cash or in goods and lands. There could also be co-signors, or sureties, for William. The obligation would then add a phrase such as "Henry and John each are bound in £10 for William to fulfill the conditions of the obligation." They as well could lose their pledged amounts, which clearly gave them an incentive to make sure William paid on time.¹⁰

Robert, who was the creditor, would take physical possession of the written obligation, which each party put their seal to and possibly signed. In theory, he would return the document to William upon fulfillment of the agreement. For non-payment or late payment, Robert could go to court and sue William and his sureties, producing the obligation as proof of the debt.

Regarding penalties, those written into these bonds could also represent interest on a loan, thus escaping the prohibitions against usury although perhaps the fear of damnation was less worrisome than may be apparent.¹¹ For the present example, William borrowed £20 and owed his creditor £30 — a 50 percent interest charge if this were a simple loan. The historian Michael Postan noted long ago that such deceptions were quite common in medieval loans in England, and no doubt they became more prevalent after the use of moneylenders declined with the expulsion of the Jews in 1290.¹² Even Robert Grosseteste, who was consecrated bishop of Lincoln in 1235, admitted that usury was hidden in contractual debts.¹³ Moreover, it has been observed that forward contracts on the sale of wool by English monasteries since the 14th century carried interest rates averaging 20 percent.¹⁴

Legal difficulties with sealed contracts

One weak point in a written obligation was the means to identify its authenticity should an action at law ensue. Seals became the final proof of a written agreement in England and northern France, while on much of the Continent the notary validated a document. As one historian noted, "England ever remained emphatically a land of seals, the employment of which became essential to the authentication of all public and private documents."¹⁵ When Ralph de Grendon acknowledged a debt of £200 to the bishop of Bath and Wells in a bond enrolled at chancery and due in 1291, he did not own a seal. To authenticate the bond, two people present during the process were required to use their seals, one of them being an agent of the bishop.¹⁶ In an action at law, loss or defacement of a seal led to the suspension of an action on a written obligation. This stance remained firm throughout the late-medieval period, summed up by a case before King's Bench in 1527, which concluded that if a seal fell off a written obligation it could render it valueless.¹⁷ A stolen or lost seal — much like identity theft today — could also prove to be financially hazardous. Henry de Perpoint came to chancery at Lincoln in 1280 and said he had lost his seal, and therefore any instrument found stamped with it after the present date was to be void and of no effect.¹⁸

Another vulnerability pertaining to these contracts, which could prove devastating for the debtor, was how to ascertain that a debt or stipulation in an obligation had been fulfilled. Despite their long history, there was no set procedure for cancellation of a bond. This may have been a major reason for increasing actions to recover debts, with the creditor denying payment received on the bond or the debtor failing to recover the actual written bond from the creditor with or without a written acquittance.¹⁹ Technically, an obligation was discharged upon completion of the stated condition or performance of the agreement, either by the debtor or his assignees. There were several ways this could occur. They could be nullified at law by certain pleas, or as the 13th century English jurist Henry Bracton noted "as where an obligation has been extorted by fraud or duress; (or) by an exception of *res judicata*, as where one has been acquitted of an obligation by judgment."²⁰ A creditor could also discharge an obligation fictitiously by declaring that the conditions were fulfilled when in fact they were not. Alternatively, a written bond could be discharged by novation (*novationem*), or the transference of a contract from one person to a second. This cancelled the original obligation and created a new one, often with sureties and a new penalty. Finally, the simplest completion of an obligation was for the debtor to perform the condition.

78 However, once the condition of an obligation was met it was essential that the debtor either physically obtained the actual sealed obligation from the creditor — at which time it should have been destroyed — or a written acquittance stating the bond was now null and void forever. Whether through a debtor's carelessness or for some other reason, the problem involving custody of the written instrument became a legal nightmare. It is

no wonder that a recognizance for 2000 marks enrolled in Edward III's reign carefully stipulated that each of four installments would not be paid until an acquittance for each payment was forthcoming; the fourth and final payment was to release the actual written bond.²¹ Failure to receive such proof could result in a greedy creditor's prosecution of the instrument at law, even if the conditions of the bond had been met.

This view of the strength and force of a written contract prevailed throughout the late-medieval period, culminating in the case of *Donne vs. Cornwall* in 1485 at the start of Henry VII's reign.²² In this case, the defendant paid money owed on a bond and then received the actual instrument, although he "foolishly failed to destroy it." The plaintiff wrongfully recovered the written obligation, brought an action on it, and the court decided that the defendant's plea regarding the circumstances was not good: the bond existed, so it was viable.

Recognizances: enrolled, pre-judged obligations

There also developed the practice of having these private debts between parties "recognized" and recorded before the crown or a local court or council as an extra guarantee for validity and future payment. In the early 13th century in King John's reign, William of Berningham came to the king's court and recognized a debt to the bishop of Ely for ten shillings per year for certain lands. The debt was enrolled by a clerk on the *Curia Regis Rolls* for future reference and possible action at law. In another obligation, contracted at Edward III's court held in Northamptonshire in 1350, Richard Gluneul, chevalier, recognized a debt of £20 to Richard de Fryseby and John de Chorper, payable within the same year.²³

These recognizances, like the written obligation, represented a consensual transaction between two parties. However, they were enrolled on a permanent record before an official tribunal; copies or "certificates" were made as further proofs. It was, in effect, a judgment; the debtor admitted openly that the debt was good and by his consent. This made the burden of proof easier for a creditor seeking an action for default or non-performance of an agreement. Although ostensibly a safeguard for validating a written obligation, the recognizance also shortened the process for an action on debt since the debtor's liability was already established. The royal chancery, where many of these debts were recorded, became a national archive that could play a relevant role in judicial proceedings on records of obligations held by that department. The chancellor and his officials also began to render judgments on debts and deeds recorded in their presence.²⁴

Contracts and the crown: Statutes Merchant and Staple

Obligations owed the crown (*ad usum regis*) functioned in much the same way as private transactions, the most common being a debt for a given sum. These debts were written, signed, sealed, and retained by the exchequer,

various royal departments or courts of law, or any number of officials, returnable to the debtor upon completion of the conditions, financial or otherwise. When Walter, bishop of Exeter, contracted a debt to King Edward II for £80 10s 9d, payable by May 24, 1318, the exchequer retained the obligation until payment was made to the treasurer and chamberlains. In a loan of five hundred marks to the abbot and convent of Westminster Abbey in 1307, the debt was to be repaid at the exchequer in London.²⁵ In each case, a written obligation to the crown took the form of a customary private debt. In effect, age-old local practices for transacting business and legal matters became imprinted at the royal governmental level for finance and the administration of law. It was a striking example of change taking place from the ground up.

The wool trade between England and the Continent contributed to the steady rise in the use of written debts. Customs on wool, begun in 1275, represented not only an additional source of income for the monarch but also the start of governmental encouragement for the wool trade in the form of statutes. These included laws that simplified the means by which merchants could transact and recover debts. However, it is important to remember that validation by recognizance predated the later statutes for merchants, and written obligations were as well enrolled in the early Letter-Books of the common council of the corporation of London and other municipalities before their expanded usage by the crown.²⁶ The government now attempted to codify and regulate such enrollments by statute, and both the royal government and the merchants benefited from these long-standing traditions and procedures.

The Statute of Acton Burnell (1283) set out to correct abuses suffered by merchants involved in contracting debts.²⁷ A merchant who wished to "make sure of his debt" could now appear with his debtor before the mayor of London, York, Bristol and other towns designated by the king. The creditor, if not satisfied by the due date, could bring the actual obligation before the mayor for comparison with the enrollment. After validation, the mayor was empowered to seize the movable goods of the debtor, order an extent of his possessions and imprison him for insufficient collateral.²⁸

Despite this attempt to standardize procedures for merchants locally, recognizances by Statute Merchant were also enrolled on the close rolls at the evolving royal "department" of chancery. On May 26, 1306, a memorandum was recorded stating that Sir William le Vavassar came into chancery and acknowledged before the chancellor that he was paid £10 6s 8d owed him in a 'statute of Acton Burnel' by Elias de Whitely; le Vavassar now agreed that the written obligation he held for the debt "shall be hereafter of no value." The probability that le Vavassar was not a merchant widened the gap between the intended use of the Statute and what actually occurred. The use of the Statute Merchant by non-merchants led to the Ordinance of 1311, which temporarily suspended all debts by Statute unless between merchant and merchant.²⁹ Clearly, there was a growing need for written debt procedures and management among all classes of society, and the government

sought expediencies to help. Self-interest was part of the motivation, as royal intervention and facilitation of debts helped increase duties and fees to the crown and its administrators.

In 1353, Parliament passed the Statute of the Staple.³⁰ Because of the growth in trade during the first half of the 14th century and the need for revenue by Edward III to help sustain the Hundred Years War, this statute provided for certain staple towns to be established in England, circumventing both the commercial activities and potential profits at the urban centers outside England handling the staple trade. Fifteen towns were designated and the procedure for taking the enrollment of debts and adjudicating them was modified from the earlier Statute Merchant. Although instigated for the use of merchants, others once again took advantage of enrollments by Statute Staple, a circumstance that was finally ended in 1532.³¹

Both types of recognizances relied on the chancery to obtain writs against a debtor for non-payment. But when these writs and the status of the cases were returned to chancery, many pleas commenced there. This was hardly surprising, not only from the inducement of fees coming to the clerks at chancery, but also from the fact that litigation under statutes Merchant and Staple could be transferred to chancery by a writ of *certiorari* to obtain a remedy. Here was the beginning of the connection between written obligations being both filed and litigated at chancery, and at a time before chancery went “out of court” to become a separate institution.

The steady expansion in overseas trade during the 15th century insured the pervasiveness of enrolled recognizances and written obligations, especially for debt. In fact, sales credits based on these bonds formed the financial basis for English medieval trade.³² Monarchs often borrowed money from the Staple against the future customs duties; these transactions were accomplished by written obligations acting as tallies or receipts, in effect making the written bond negotiable ‘currency’ for payment.³³ But it is again important to stress that obligations and recognizances were in existence before the statutes Merchant and Staple, before the first customs duties in 1275 or the great increases in the wool and cloth trades. These laws reflected English custom and tradition – the acceptance of written and recorded bonds as a successful means to make transactions between parties viable and enforceable.

Henry VII and his “bond policy”

By Henry VII’s reign, private transactions had evolved to where such bonds existed in perpetuity until fulfilled and cancelled, or forfeited and prosecuted; sons, daughters, executors and future heirs could owe upon the written obligations taken out decades earlier.³⁴ Such precedents were well-established. In the mid 13th century, John the son of Hugh died. An entry on the chancery rolls noted that if the executors of John failed to find sufficient surety for debts owed the king, the amounts due would be taken from their lands and movable goods.³⁵

The formation of Henry VII's pervasive bond policy for ruling England was therefore no accident or stroke of genius, although as a method of statecraft it clearly was *sui generis*. It must be remembered that Henry spent fourteen years of his life in exile before defeating Richard III in battle and becoming king in 1485. He had little or no experience in running or financing a government, let alone even knowing how to be a king. Fortunately, his mother Lady Margaret Beaufort had both managerial experience and knowledge of key personnel who through her influence would become Henry VII's chief ministers and administrators. Their financial and legal backgrounds centered on household finance or debt collection, and several had worked at the duchy of Lancaster where written obligations were utilized for finance and justice.

It was these men and their backgrounds and expertise that formed the basis for the first Tudor's bond policy. Reynold Bray had been the steward and receiver-general in the household of Sir Henry Stafford, second husband of Lady Margaret. Account books for their finances included entries of obligations. At the beginning of Henry VII's reign, Bray was appointed chancellor of the duchy of Lancaster, where bonds continued to be taken both for judicial purposes and revenue collection. James Hobart, a deputy-steward at the duchy prior to Henry's accession, became the king's attorney-general and entered into many bonds with his fellow councilors on behalf of the king. Richard Empson had been the attorney-general of the duchy under Richard III and now worked closely with Bray; he would eventually succeed him as chancellor of the duchy. Edmund Dudley became both Henry VII's chief administrator of bonds and the president of the council. Both Empson and Dudley remain for posterity the infamous "bond prosecutors" who lost their heads because of their behavior in vigorously prosecuting obligations and recognizances. Many other working councilors of the new monarch had been employed in a Tudor household or were connected with Bray. They as well had experience in taking and collecting bonds.³⁶

These ministers and officials schooled Henry VII in the execution and management of obligations and recognizances, not only for the many bonds taken from people to appear in court or keep the peace, but also in the collection of debts owed the crown from land revenues, trade, taxes and prerogative rights. Henry had both royal and local administrative records searched for old recognizances still due, and he kept boxes of obligations in his chamber, many of which were prosecuted.³⁷ The close rolls at chancery were both scrutinized and transformed into records of recognizances due the king. Contemporary men and women were upset and angry at this intensification of bond prosecution, but not to the point of a "recognizance revolt." After all, the first Tudor king was simply following the laws and customs of the realm as they pertained to written obligations, although with an enthusiasm not seen before or since his time. Many bonds had lapsed unpaid, and through efficiencies and commitment Henry VII sought to obtain any and all revenues due the crown.

Not only did Henry become the first solvent English monarch in

centuries in large part from this policy, he as well brought peace, stability, affluence and security to a land rife with unruliness and local power struggles during the period romantically known as the *Wars of the Roses* (c. 1455-85).³⁸ This was in part due to his vigilance in placing people in bonds for good behavior and allegiance to the king: hundreds of people were under such financial vulnerability should they be found in contempt of their obligations. Henry's ministers prosecuted these bonds vigorously, with the result of not only filling the royal coffers but also garnering respect for the law and making a commitment to a secure monarchy. His accomplishments, and indeed much of his infamy, were the result of this ubiquitous use of bonds; this ushered in a Tudor dynasty well-versed in the use of "credit" and contractual agreements to achieve and maintain prosperous rule. Henry and his ministers recognized the efficiency and effectiveness of bonds as a means to an end, and they took advantage of the fact that such contracts were in use for centuries as an acceptable, common way to transact business, law and finance.

Obligations in various forms were in use before the Conquest in 1066 and they became the mainstay for most aspects of everyday transactions in England.³⁹ Henry VII inherited a realm under obligation, figuratively and literally, and he took full advantage of the age-old, cultural adherence to English law and custom. It was the intensification of this use of bonds and their prosecution that brought him wealth and stability, but also accusations of greed and graft, mainly through the misuse of these legal instruments by two of his ministers, Richard Empson and Edmund Dudley. Nevertheless, the reliance on written obligations would continue through the 16th and 17th centuries at both the local and national level. It is therefore important to understand that long before modern finance fully reached fruition in England, culminating in the late 17th century establishment of the Bank of England, there was a thriving credit society — one that was, to use a traditional phrase, in practice since "time out of mind." But it was based primarily on English custom and tradition, and not directly on Roman law or various Continental practices.

NOTES

1. S. H. Rigby, *English society in the later middle ages: Class, status and gender* (London, 1995), 127-43; Diana Wood, *Medieval economic thought* (Cambridge, 2002), 5; John H. Munro, "The medieval origins of the 'financial revolution': usury, rentes, and negotiability," *The International History Review*, 25 (Sep 2003), 505-562.
2. For example, Peter Spufford, *Money and its use in medieval Europe* (Cambridge, 1988).
3. Edwin S. Hunt and James M. Murray, *A history of business in medieval Europe, 1200-1550* (Cambridge, 1999).
4. E.g., W. C. Richardson, *Tudor chamber administration 1485-1547* (Louisiana State U., 1952); B. P. Wolffe, *The royal demesne in English history: the crown estate in the governance of the realm from the Conquest to 1509* (Ohio UP, 1971).

5. Robert Somerville, *History of the duchy of Lancaster*, 1 (London, 1953). For an analysis of the duchy and its relation to the crown politically as well as financially under the Lancastrians, see Helen Castor, *The king, the crown, and the duchy of Lancaster: public authority and private power, 1399-1461* (Oxford, 2000).
6. Mark R. Horowitz, "Policy and prosecution in the reign of Henry VII," *Historical Research*, 82 (Aug. 2009), 412-58.
7. For examples and discussions of a cross section of society engaged in the use of written obligations, see Horowitz, "Policy and prosecution," *passim*; Sean Cunningham, "Loyalty and the usurper: recognizances, the council and allegiance under Henry VII," *Historical Research*, 82 (Aug 2009), 459-81.
8. Horowitz, "Policy and prosecution," 413ff; P. Nightingale, "The intervention of the crown and the effectiveness of the sheriff in the execution of judicial writs, c. 1355-1530," *English Historical Review*, 123 (2008), 5.
9. [C]alendar of [C]lose [R]olls, 1476-85, no. 449, discussed in Horowitz, "Policy and prosecution," 414. In London, written obligations were purchased and assigned to third parties from an early date. By the 15th century the courts recognized this application of bond sales and afforded purchasers similar rights to those of the original bondholders. (Caroline M. Barron, *London in the later middle ages. Government and people 1200-1500* (Oxford, 2004), 61-2.)
10. Ranulf de Glanvill (d. 1190), the 12th century justiciar to King Henry II, explained at length the process and validity of this aspect of a bond in a work attributed to him. (Glanvill, X, ed. G. D. G. Hall (London, 1965), 1, 2-8, 12, 118-26.) Modern historians using the printed summaries of bonds, such as those in the *Calendar of Close Rolls*, can fall into the trap of missing exactly how much each surety contracted for unless the original documents are viewed. For a discussion on this critical subject, see Mark R. Horowitz, "Henry Tudor's treasure," *Historical Research*, 82 (Aug. 2009), 578-9.
11. European merchants may have compartmentalized their consciences in formulating contracts with interest written into them, although a few sought forgiveness for their sin upon reaching their deathbeds. (Kathryn L. Reyerson, "Commerce and communications," in *The New Cambridge Medieval History V, c. 1198-c. 1300*, ed. by David Abulafia (Cambridge, 1999), 64-5.) Elsewhere it has been argued that the "financial revolution" occurred in the 13th and 14th centuries as a response to harsh usury doctrines, but at least in the case of England contract law developed out of common law where interest or penalties were customarily part of the process. (Elaine S. Tan, "An empty shell? Rethinking the usury laws in medieval Europe," *The Journal of Legal History*, 23 (Dec 2002), 177-96; Munro, "Financial revolution," 505-562.)
12. M. M. Postan, "Credit in medieval trade," *Economic History Review* (1928), 2; "Private financial transactions in medieval England," *Vierteljahrschrift für social- und Wirtschaftsgeschichte*, 23 (1930), 26-75; Robin R. Mundill, "Christian and Jewish lending patterns and financial dealings," in *Credit and debt in medieval England c. 1180 - c. 1350*, ed. by P. R. Schofield and N. J. Mayhew (Oxford, 2002), 46ff.

13. S. Menache, "Matthew Paris's attitudes toward Anglo-Jewry," *Journal of Medieval History*, 23 (1997), 154; James McEvoy, *Robert Grosseteste* (Oxford, 2000).
14. Adrian R. Bell, Chris Brooks and Paul Dryburgh, "Interest rates and efficiency in medieval wool forward contracts," *Journal of Banking and Finance*, 31 (Feb. 2007), 361-80. At one manor in Havering, Essex, obligations were recorded with penalties ranging between 150 and 200 percent. (M. K. McIntosh, "Money lending on the periphery of London, 1300-1600," *Albion*, 20 (1998), 557-71.)
15. T. F. Tout, *Chapters in the administrative history of mediaeval England*, 6 vols. (Manchester, 1920-33), I, pp. 122-3; Horowitz, "Policy and prosecution," 454-58.
16. CCR, 1288-96, 118 (1289).
17. O. W. Holmes, Jr., *The common law* (Boston, 1881), 261; Theodore F. T. Plucknett, *A concise history of the common law*, third ed. (1940), 348; A. W. B. Simpson, *A history of the common law of contract, the rise of the action of assumpsit* (Oxford, 1975), 90, 267.
18. CCR, 1279-88, 63.
19. Numerous acquittances, or written discharges of an obligation, are extant, in direct contrast to the dearth of written obligations because they were most likely destroyed once they were obtained by the debtor. In the University of Chicago Bacon MSS. (3185-4053), some one hundred acquittances are preserved from the years 1320 to 1785.
20. *Bracton on the laws and customs of England*, II, trans. by Samuel E. Thorne (Harvard U. P., 1968), 288.
21. From the close rolls, 48 Ed III, quoted in *Select cases concerning the Law Merchant*, I, ed. by Charles Gross, Selden Society V. 23 (1908), p. lvi (15 July 1374).
22. Quoted in Simpson, pp. 99-100. (See *Yearbooks*, 1 Hen VII.P.F.14, pl. 2.)
23. *Curia Regis Rolls*, Vol. II, 3-5 John, 211; Northamptonshire Record Office, Fitzwilliam MS. 2045.
24. Simpson, 126; Postan, "Private financial instruments," 35-6.
25. The National Archive of the UK:Public Record Office, C81/1661, exchequer warrants; Westminster Abbey Muniments MS. 12191, 18 Aug 1 Ed II. (The abbot was Walter de Wenlock.) The exchequer was the repository for most records and official documents, e.g., an order to deliver from Northampton all the chirographs, bonds, tallies and charters, etc. to the king's exchequer, from the chest there. (CCR, 1279-88, 4.)
26. E. M. Carus-Wilson and Olive Coleman, *England's export trade 1275-1547* (Oxford, 1963), 1-2; Hubert Hall, *Select cases concerning the law merchant*, Selden Society, London, 1932, 46, III, xiii-iv. The chamberlain of London took recognizances before 1283. (n. 5.)
27. *[S]tatutes of the [R]ealm*, 11 Ed I. The literature on this statute and the Statute Staple is important but often neglected. The volumes edited by Hubert Hall are tedious but mandatory reading for an in-depth discussion of these laws (II, III, Selden Society, Vols. 46, 49 (1929, 1932).) See also the articles by Postan; Plucknett, 348-9; Simpson, 126-30, 253-4, 487. Summaries of the statutes are found in Carl Stephenson and Frederick George Marcham, eds., *Sources of*

- English constitutional history* (New York, 1937), 173-4, 228-30. For a more recent discussion, see Christopher McNall, "The business of statutory debt registries, 1283-1307," in *Credit and debt in medieval England*, 68-88.
28. See, for example, the long but interesting suit on a Statute Merchant in Edward II's reign, summarized in English. ([Brit]ish [Libr]ary, Add. MS. 4524, fos. 102-120.) One penny for every pound of the debt was to go to the royal clerk. These procedures differed slightly for a market fair, and the statute was amended two years later (13 Ed I, *Second Statute of Merchants*).
 29. CCR, 1302-7, 442. Examples of recognizances and procedures on Statute Merchant and Staple from the close rolls are found in Hall, III, liiiff. Postan surveyed Letter-Books A and B of the corporation of London and found that 75 percent of the six hundred recognizances entered were between merchant and merchant. The Ordinance of 1311 was never strictly enforced and became more lax as enrollments increased and fees accumulated. (Postan, "Private Financial Instruments," 39.)
 30. SR, 27 Ed III, St. 2, c.9.
 31. SR, 23 Hen VIII, c. 17. See Simpson, 129. At one point, a statute amending the 1353 one extended the 'statute staple' to 'every person, be he merchant or other.' (36 Ed III, c. 7.) The enrollments for bonds by Statute Merchant and Statute Staple lacked any reference to cancellation of debts, which as discussed earlier led to many actions at law.
 32. Postan, "Credit in medieval trade," 87.
 33. W. I. Haward, "Financial transactions between the Lancastrian government and the merchants of the staple from 1449 to 1461," printed in *Studies in English trade in the fifteenth century*, Eileen Power and M. M. Postan, eds. (New York, 1966), pp. 303-6, 296ff.). Another discussion in this volume shedding light on 15th century trade is E. E. Power, "The wool trade in the fifteenth century," 39-91.
 34. The liability of heirs and executors for debts on bonds of the deceased was upheld in a suit in 1253. (Paul Brand, "Aspects of the law of debt, 1189-1307," in *Credit and debt in medieval England*, 32.) For an example of one of many "old bonds" prosecuted in the reign of Henry VII, see Mark R. Horowitz, "Richard Empson, minister of Henry VII," *Bulletin of the Institute of Historical Research*, 55 (1982), 46-8.
 35. CCR, 1254-6, 114.
 36. Horowitz, "Policy and prosecution," pp. 424ff, for an in-depth discussion of Henry VII's "working councilors" prosecuting his bond policy.
 37. Henry kept bonds and documents in his own "litell coffer", and a servant of one of his bond policy ministers delivered to the king's treasurer of the chamber nineteen obligations of good abearing (good behavior) in one box, two obligations in another box, and twenty-one obligations in a third box (Brit. Libr., Add. MS. 21480, fos. 167, 180v, 184).
 38. For Henry VII's treasure and success with his bond policy see Horowitz, "Henry Tudor's treasure," 560-79.
 39. Holmes, *The common law*, 254ff.