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Wards and Widows

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Published in:
ELH

IMPORTANT NOTE: You are advised to consult the publisher's version (publisher's PDF) if you wish to cite from it. Please check the document version below.

Document Version
Publisher's PDF, also known as Version of record

Publication date:
2019

[Link to publication in University of Groningen/UMCG research database](#)

Citation for published version (APA):

Sobecki, S. (2019). Wards and Widows: Troilus and Criseyde and New Documents on Chaucer's Life. *ELH*, 86(2), 413-440.

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ELH, Volume 86, Number 2, Summer 2019, pp. 413-440 (Article)

Published by Johns Hopkins University Press



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WARDS AND WIDOWS: *TROILUS AND CRISEYDE* AND NEW DOCUMENTS ON CHAUCER'S LIFE

BY SEBASTIAN SOBECKI

While many aspects of Geoffrey Chaucer's biography have been studied in depth, his role as a guardian of two Kentish heirs has received only scant attention. This essay reexamines the historical documents related to Chaucer's guardianship of one of these heirs, Edmund Staplegate, who became the poet's ward in 1375. I introduce a new Chaucer life record and show that the arrangement between Chaucer and his ward continued for longer than has been assumed. The document trail shows that Staplegate did not come of age in 1377 as is commonly believed, but continued to be associated with the poet as late as 1382.

This new light on the Staplegate wardship holds a number of implications for Chaucer's biography and his writings. Most importantly, the evidence suggests that Chaucer was expected to arrange a marriage for his ward during and after the *raptus* accusations brought by Cecily Chaumpaigne against him in 1380. The new material, therefore, offers a revised context for the dispute with Chaumpaigne and for the contested translation of the word *raptus*, by introducing the possibility that her legal challenge may have been prompted by Chaucer's attempt to arrange a suitable marriage for his ward Edmund. After all, the term *raptus* is very common in wardship disputes, where it almost always denotes abduction. Second, Chaucer's guardianship of Staplegate reveals new insights into his relationship with the poet John Gower and the London lawyer Richard Forster, whose will I have discovered and present here for the first time.

Finally, this reevaluation of the Staplegate wardship and the dispute with Chaumpaigne opens up a new interpretation of Chaucer's most ambitious poem, *Troilus and Criseyde*, which was composed either during or shortly after the events discussed in this essay. I argue that *Troilus and Criseyde* fictionalizes questions of widowhood, wardship, and marriage, binding together Chaucer and the character of the go-between Pandarus through their shared social roles as guardians and matchmakers. In total, this essay introduces four previously unknown documents: a contemporary legal challenge involving Staplegate from 1377; a new Chaucer life record from 1382 connected to the Staplegate

wardship; the earliest record, from 1381, showing Gower active in London; and the 1411 will of Forster, Chaucer's lawyer in 1378.

I. NEW LIGHT ON CHAUCER'S WARDSHIPS

One of the less frequently discussed roles the historical Chaucer performed was that of acting as the legal guardian of two Kentish heirs. Minors who inherited estates usually had a family member appointed as their guardian, provided there was no conflict of interest. In the case of heirs who were tenants-in-chief, that is, those who held their lands directly from the king without any intermediary, the wardship of the minor together with the rents from the estate would revert to the king for the duration of the minority. The king, in turn, bestowed such lucrative wardships on his favorites, often as a reward. This type of duty, although occasionally onerous, could prove immensely profitable for the guardian: not only was the guardian entitled to the king's share of the income from the heir's land, but he or she was also responsible for arranging the heir's marriage—a privilege that could lead to a substantial payment and to personal and familial advancement. Wardships and, in particular, the right to arrange a marriage were considered so desirable that they were bought, resold, leased, and even used as collateral to secure loans.¹ These proto-capitalist practices have led some commentators to speak of “a market in wardships and marriages in which the price was set by demand.”²

Two wardships fell into Chaucer's lap in the winter of 1375. The first concerned Staplegate, the son of a wealthy Canterbury merchant. Staplegate's inheritance was considerably more substantial than that of Chaucer's second ward, John Soles, whose estate only yielded a moderate rent with which the poet did not concern himself. The only real value in the case of the Soles wardship (but also the most prized aspect of the Staplegate wardship) was the gift to Chaucer of the *valor maritagium*—the value of the marriage. According to the custom regulating such arrangements (the *maritagium habere*), the guardian had the right of offering to his ward a suitable match without *disparagement*, that is, social depreciation.³ In other words, the bride had to be of similar social rank and status as the ward. In the case of both Chaucer's wardships, the family of the bride would be expected to pay handsomely for the right to marry into an attractive inheritance—both Staplegate and Soles were heirs to manorial estates that would eventually ensure financial security and confer various social privileges on the heir on their coming of age. Both wards had the right to refuse a marriage offer, thus forfeiting the value of the marriage to Chaucer; if

his wards preferred to arrange their own marriages, they would even have had to pay double the amount.⁴ This aspect of the wardship was so valuable that guardians regularly made formal offers of marriage in the central Westminster courts: “To forestall possible claims by wards that they had not been offered suitable marriages, and hence could not be fined for refusing, guardians began making offers in the Chancery or Exchequer.”⁵ Since Chaucer did not claim the modest rent associated with his wardship of Soles, the only value for him was to find a suitable bride for his ward without disparagement. There is no record to show that Chaucer profited from the *maritagium* in the case of Soles, the wardship of whom extinguished with the heir coming of age in 1377; but this does not mean that Chaucer did not try to arrange a marriage for Soles or that Chaucer did not monetize this legal privilege in some other way, as he appears to have done in the case of Staplegate. So, between 1375 and 1377, though possibly longer in the case of Staplegate, Chaucer had had every incentive to identify young women from aspirational merchant households as potential brides for his wards. At least for a while, the historical Chaucer was in all probability a marital go-between and matchmaker.

II. THE QUESTION OF STAPLEGATE'S MARRIAGE

In addition to looking for a wife for Soles between 1375 and 1377, Chaucer may have been mainly concerned with arranging a suitable match for Staplegate, tenant-in-chief of the king and hence considerably more valuable to Chaucer than was Soles. And while Edmund's age cannot be verified in relation to Chaucer's grant of wardship, I argue that Edmund did not come of age in 1377, as is often assumed. From July 9 of that year dates a claim, made by Staplegate and included in *Chaucer Life-Records*, that he was entitled to act as butler at the coronation of King Richard II.⁶ Although he was the son of a merchant, Staplegate was heir to the manor of Bilsington in Kent, which came with the privilege of serving as butler at royal coronations. His claim was received by a bespoke court of claims, set up by John of Gaunt for the purpose of assessing who was entitled to participate in Richard's coronation extravaganza. Surviving records show that Staplegate's claim is preceded by another assertion to the same privilege advanced by Richard, the Earl of Arundel:

Al Roi de Castelle et de Lyon duc de Lancastre et Seneschall dengleterre supplie Richard Counte darundell et de Surrey de lui recevoir affaire son office de chief butiler quel lui appartient de droit pur le Counte Darundell receiuant les feez ent duez.

[To the King of Castile and Leon, duke of Lancaster, and steward of England, prayeth Richard earl of Arundel and of Surrey to accept him to perform his office of chief butler, which appertaineth to him of right for the Earl of Arundel, receiving the fees thereto due.]⁷

The earl's sole argument rests in his title to the earldom. Staplegate's counterclaim, however, is extensive and mentions that he had bought back from Chaucer the title to his land and to his marriage for the oft-quoted impressive sum of £104:

To my most honoured lord the King of Castile and Leon, duke of Lancaster, and steward of England, sheweth Edmund, son and heir to Edmund Staplegate, that whereas the said Edmund holds the manor of Bilsington in the county of Kent of our lord the king in chief, by the service of being butler to our lord the king at his coronation, as clearly appeareth in the book of fees of the sergeantries in the exchequer of our lord the king, and whereas the said Edmund the father died in possession of the said manor on his demesne as held by the same fee, and whereas this Edmund the son being then under age, our lord the king, grandfather to our lord the king that now is, seised the said Edmund the son in his guardianship, for that it was found in the same book that the said manor was held yearly by these services, and took the profits of the same manor for four years, as of his ward, and then committed the said ward with the marriage of the said Edmund the son, to Geoffrey Chaucer, for the which guardianship and marriage the said Edmund the son paid to the said Geoffrey one hundred and four pounds, whereby the said Edmund the son is bound to perform the said office of butler, and prays that he be accepted, receiving the fees anciently due and customary to the said office.⁸

Despite Staplegate's well-argued case, the court responded that "on account of the complexity of the matter involved and the shortness of time before the coronation" his claim "could not be fully discussed" and that no evidence could be found that Staplegate's father nor his predecessors had actually performed this office.⁹ The court decided to assign the butlership to Arundel on this occasion, albeit saving Staplegate's right.

Chaucerians were quick to accept two corollaries of this record: first, that Chaucer actually received £104 from Staplegate, and, second, that Staplegate was now of age, thus releasing Chaucer from the guardianship of his body and lands. If this transaction had indeed taken place, it would have been the highest single payment ever made to Chaucer—nine times his average annual salary (with bonus) at the Custom House. But whereas the first assumption may or may not be correct, the second can almost certainly be disproved. While it was

possible, in some cases, for wards and their families to buy back rights from their guardians, a third party had to carry out the transaction on the ward's behalf.¹⁰ It was also possible for a ward to purchase the freedom of choice of their marriage.¹¹ But in Staplegate's otherwise bookish claim there is no mention of any evidence for the transaction (which would probably have ended up in the courts of Chancery or Exchequer), even though both his and Gaunt's court of claims in its response refer to Exchequer records.¹² This is particularly telling because contemporary records show the extent to which people went to ascertain their age in marriage disputes related to wardship.¹³ Second, if Staplegate had really bought the right to his lands and his marriage, then he must have been a minor at that time, for these rights would have reverted to him free of charge, as it were, with his coming of age on turning 21: "If a ward came of age without having been offered suitable, that is non-disparaging, marriage . . . nothing was owed by the ward for a self-determined marriage."¹⁴ But even if, for the sake of argument, he had just turned 21, then he would have been Chaucer's ward for only 18 months—so why would he have paid such a considerable sum to Chaucer if he could have waited a few more months? After all, Staplegate's annual rents were only worth just over £12. The most probable explanation is that Staplegate was still some time away from coming of age, and that he, or his family, was in a rush to secure his title so that he could ingratiate himself with the then 11-year-old Richard and the royal court during the coronation. Staplegate was willing to pay a premium price for this once-in-a-lifetime opportunity. Since the sole basis for Chaucer's alleged largest-ever cash injection was the reported word of a minor, the financial arrangement between Staplegate and Chaucer may not have been final or even accurate. Four years later, in 1381, an Exchequer inquiry preserved Chaucer's legal right to sue Staplegate for his eventual marriage, but I will return to this inquiry below. First, an alternative account of Staplegate and Chaucer before Gaunt's court of claims deserves scrutiny.

John Urry's posthumous 1721 edition of Chaucer's works, which was completed by a team of collaborators, includes a biography composed by the antiquarian John Dart.¹⁵ Unlike Urry's text, which was met by almost universal disdain and derision, Dart's life was the single component of the edition that was repeatedly praised for its accuracy. But Dart's account of the wardship of Staplegate is rather surprising:

[John of Gaunt] proceeded to prepare every thing for the most splendid Coronation that *England* had ever seen; insomuch that there are several Volumes in the *Cotton* Library written upon that affair: In one of

which, there is a Petition of *Chaucer* to be admitted to serve as Chief Butler, in right of his Ward Sir *Edmond Staplegate*, for the Manor of *Billington* in *Kent*, which was held of the King by that service; but the Earl of *Arundel* put in another Petition, where he shews that Honour to have been formerly possessed by his Ancestors, and that *Staplegate* had never till now claimed it, and being a Minor was unqualified for it; which Petition was granted, reserving to *Staplegate* the right of making his Claim afterwards.¹⁶

Dart speaks of two petitions for the butlership at Richard's coronation: one submitted by Chaucer to perform this function in the place of his ward; the second by the Earl of Arundel in refutation of Staplegate's privilege. There would appear to be three possible explanations for the discrepancy between Dart's account and the surviving records: 1. Dart may have misunderstood the surviving petitions; 2. he may be deliberately lying about what he did read; or 3. he may have had access to now lost documents. The first possibility can be discarded, I think, because Dart is otherwise reliable. In addition, he also published *The History and Antiquities of the Cathedral Church of Canterbury* in 1726, in which he accurately and painstakingly reproduces a number of medieval documents from the Cotton Library. Dart's confident ability securely to read countless medieval Latin hands makes it highly unlikely that he failed to understand the straightforward Staplegate material. As for the second option, Dart did have access to the two known claims because a few pages above he mentions the £104 Staplegate had supposedly paid to Chaucer, citing Rymer's *Foedera* as his source.¹⁷ But what about the third explanation, that Dart saw documents no longer known or extant? The Cotton Library did, in fact, hold an account of the two known petitions of Arundel and Staplegate in the *Liber custumarum*, which features an almost verbatim copy of the Exchequer account above. But many of the lost portions of volumes in the Cotton Library are now irrecoverable—"portions" rather than actual volumes, of which, as Andrew Prescott calculates, only 13 perished in the fire that ravaged the library in 1731.¹⁸

But in the absence of such evidence, what does speak for Dart's additional petitions is that his account includes features that are too detailed to have been invented by him: first, his sequence is different in that Arundel's petition follows Chaucer's rather than Staplegate countering Arundel; second, Dart gives details of Arundel's three arguments of which only one is reported in the surviving account. According to Dart, Arundel states that the contested honor of the butlership had belonged to his ancestors (which the surviving account renders as a

territorial right to the earldom), but then Dart reports that Arundel argued that Staplegate had never until now claimed this right, and, more importantly—and accurately—Dart's Arundel states that being a minor does not qualify Staplegate for this privilege. If Dart is writing historical fiction here, he does so with the archival precision of a Hilary Mantel or Bruce Holsinger. It is not impossible that Chaucer had indeed filed such a claim, which was countered by Arundel. This, then, was followed by striking an agreement with Staplegate to buy back his land and his marriage right, in the hope that this would restore Staplegate's status as "of age" before the law, as opposed to the blatant admission of his minority by having Staplegate's guardian Chaucer act as butler. This would explain why Arundel's surviving claim does not repeat the arguments mentioned in Dart's version and why Arundel's petition does not offer any arguments, for that matter.

III. AN OVERLOOKED DOCUMENT

Yet the Staplegate wardship continued to occupy the courts for a further five years. In 1381, Staplegate made a number of trips to Westminster in connection with an Exchequer inquiry into the value of his marriage and any alleged prior agreement with Chaucer. This Exchequer inquiry (The National Archives, *Adhuc Communia*, Michaelmas 1381, *Adhuc Recorda*, E 368/154, m. 10d.) states that a writ under the Great Seal presented by Edmund in his defense was enrolled among the *brevia directa baronibus* [*writs addressed to the barons*] of Michaelmas term 1381.¹⁹ And although Martin Crow and Clair Olson print extracts from this Exchequer inquiry and even quote in *Chaucer Life-Records* the very passage in this inquiry that refers to the existence of the original among the *brevia dicta baronibus*, they never verified the survival of the original record mentioned here or gave a reference to it, even though they include and count enrolled versions of documents elsewhere. This is nothing short of a reference to a new Chaucer life-record, hiding in plain sight. The record referred to in this document does indeed exist among the King's Remembrancer's *brevia directa baronibus* for that term and is located in The National Archives (TNA), E 158/159, m. 9d.²⁰ I have transcribed and translated the new document in the appendix.

Although not particularly riveting in its own right, this is a new life record and should be added to the existing 494 documents (counting the King's Bench quitclaim by Chaumpaigne discovered by Christopher Cannon). The new record ought to precede the Exchequer inquiry, numbered 184 in Crow and Olson's chronological table, which means

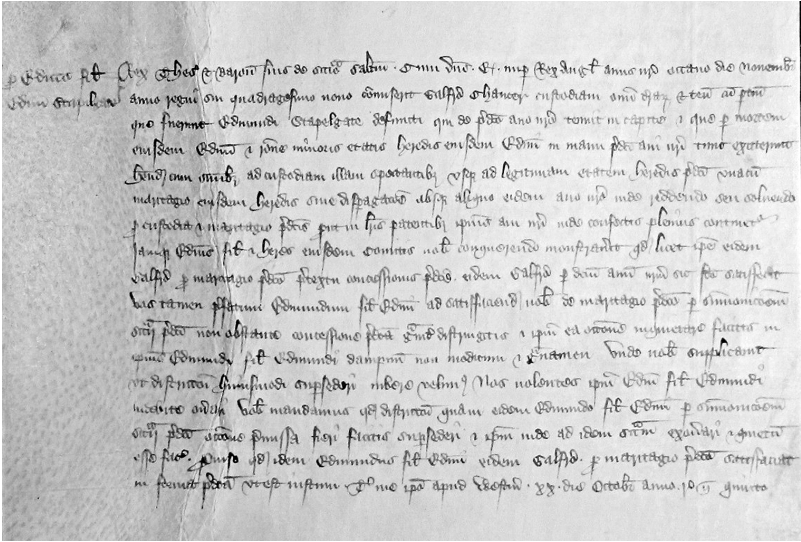


Figure 1. The National Archives (TNA), King’s Remembrancer, Memoranda Rolls and Enrolment Books, Michaelmas term 1381, E 158/159, *brevia directa baronibus*, m. 9d. By kind permission of The National Archives. Image taken from www.aalt.law.uh.edu.

that we can raise the tally of known Chaucer life records to 495. The text is almost verbatim quoted in the known Exchequer inquiry but with one small difference: it must have been a long night for the King’s Remembrancer or his clerk because whoever executed this document appears to have been writing on autopilot. Instead of the phrase “Edmundus filius et heres eiusdem Edmundi [Edmund, son and heir of this Edmund]” of the Exchequer inquiry, the Remembrancer’s clerk wrote “Edmundus filius et heres eiusdem comitis [Edmund, son and heir of this earl]” in l.8, thus accidentally “ennobling” Edmund.

A transcription of the new *brevia directa baronibus* document and a comparison with the verbatim copy in the known Exchequer inquiry show that Staplegate petitioned the court to be freed from distraint (“[h]e has petitioned us that we might order such distraint to be lifted”), which could refer to one of the following: the financial burden of having to appear in court and account for his marriage arrangement, or pay a fine for having married without his guardian’s consent.²¹ The court granted Staplegate’s request on one condition: “Provided that this Edmund son of Edmund satisfy the above Geoffrey for the same marriage in the manner aforesaid so that it is just.”²² However, it

would appear that no evidence for such a payment was subsequently produced, despite the court of claims remark that Staplegate had paid Chaucer £104 in 1377, that is, four years earlier. We know this because Staplegate had to appear again at the Exchequer in 1382 when the inquiry into the value of his marriage was closed with a court order in October of that year. This order protects Chaucer's right to any action he might wish to take against Staplegate's marriage: "Without prejudice to the said Geoffrey's action regarding the marriage should he wish to speak on this matter."²³ The Exchequer inquiry and the ensuing five-year legal wrangle reveal that any prior financial arrangement between Staplegate and Chaucer had not been clearly documented and was hence not legally binding, since the court reserved to Chaucer the right to pursue legal action against Staplegate. Sue Sheridan Walker has shown that "[m]any heirs of both sexes followed the example of feudal widows . . . and simply married contrary to their guardians' wishes and [were] fined later for forgiveness on being sued."²⁴ Either way, the Exchequer inquiry strongly supports the possibility that the legal status of Staplegate's alleged settlement with Chaucer in 1377 was contested and that Chaucer's wardship over him might have continued beyond that year, if not into 1381 or even 1382.

IV. IMPLICATIONS FOR CHAUCER'S BIOGRAPHY

As a consequence, Chaucer was in all likelihood still in the business of arranging a lucrative marriage for Staplegate in 1380, during the poet's legal dispute with Chaumpaigne. When the documents linked to this case were first discovered in the nineteenth century, they embarrassed Victorian Chaucer scholars by threatening to undermine his reputation as an authoritative and, hence, ethically palatable, figure in the English literary canon.²⁵ The key document was a quitclaim of 4 May 1380 preserved in the Close Rolls, in which Chaumpaigne releases Chaucer from "all manner of actions such as they relate to my *raptus* or any other thing or cause [omnimodas acciones tarn de raptu meo tarn de aliqua alia re vel causa]."²⁶ Three days earlier, the quitclaim had been witnessed by a number of senior figures at court and in London's public life.²⁷ The central element in Chaumpaigne's accusation is *raptus* in the phrase "de raptu meo," a word with connotations ranging from abduction to rape. Discussions of this term received a sudden uncomfortable jolt when Cannon discovered a memorandum of 7 May 1380, based on the quitclaim and prepared for the Court of King's Bench.²⁸ This memorandum omits any reference to potentially

sexual allegations—the word *raptus* does not occur in it—giving rise to subsequent interpretations that view this memorandum as an attempt to sanitize sexual violence and efface the accusation of rape, probably under the combined political and social pressure of Chaucer's influential circle of friends and backers. As part of the ensuing debate, the most detailed and authoritative discussions of *raptus* were offered by Cannon himself and by Henry A. Kelly, both of whom stress the by now well-known ambiguity surrounding *raptus* as a term that mostly denotes abduction.²⁹ To quote Kelly, “[Chaumpaigne’s] main grievance could have been either abduction or sexual violation or a combination of both. There is more evidence of both criminal and civil remedies being used for abduction than for sexual violation, but it is plausible for the latter as well.”³⁰ Nevertheless, the memorandum’s less contentious wording has made the possibility more likely that *raptus* can denote rape in this case.

However, the Staplegate wardship offers a new interpretive context for the Chaumpaigne quitclaim and memorandum, not least because the majority of surviving *raptus* cases have to do with wardship and hence with instances of avoiding or arranging a particular marriage. In addition, placing the Chaumpaigne documents in a wardship context explains some of the concerns about the meaning of *raptus* in this case. Chaumpaigne was the daughter of a London baker and citizen, and therefore socially the peer of the son of a Canterbury merchant. She was not as affluent as Staplegate, though her sister Isabella and her husband John inherited their father’s London house, and the family may have been able to pay for the privilege of such a marriage.³¹ Legal records actually show that the majority of instances of *raptus* occur in the context of arranging the marriages of wards: “Heirs of both sexes were subject to kidnapping by persons who wanted to arrange their marriages. The plea rolls are filled with pleas of ‘ravishment and abduction’ and their variants.”³² More importantly, Walker, who studied the marriages of feudal wards in a series of articles and books published between 1973 and 1993, states in no less than three of her studies that in these cases “[r]avishment meant abduction, not rape.”³³ Essentially, *raptus* (ravishment) most commonly occurred “when the defendant forcibly assumed the rights of wardship over the heir for the purpose of arranging the marriage of the ward.”³⁴ Wards were often “abducted,” as were those intended to be their spouses. Guardians, in particular, were the abductors in such cases. Furthermore, such pleas of ravishment frequently represented consent on the part of the abducted.³⁵ And there were certainly cases of bride-theft followed by attempts to

recover the dower.³⁶ Chaucer could have abducted Chaumpaigne (or arranged for her to be abducted) as a bride for Staplegate. But such an abduction need not have been done against her or her family's wishes: Staplegate's refusal to agree to this match could have prompted the *raptus* claim to secure a recompense for Chaumpaigne. The degree to which instances of *raptus* were (more often than not) legal fictions is expressed in the circumstance that ravishment was a means to escape from an otherwise undesirable match: "Many of the 'abductions' meant an extension of control by women over their lives and marriages . . . and not their victimization."³⁷ But my objective is not to exonerate Chaucer: just because he was legally entitled to arrange a marriage for his ward between 1377 and 1382 does not mean that Cecily Chaumpaigne was not a victim of Chaucer's sexual aggression. If the legal documents associated with her were linked to Chaucer's interest in arranging a marriage for Edmund Staplegate, then a new interpretive trajectory emerges. But if her case was not linked to Chaucer's guardianship, then *raptus* meaning *rape* remains the empirically strongest interpretation of the Chaumpaigne records. Either way, the Staplegate wardship throws new light on the quitclaim and memorandum because the Chaumpaigne dispute falls into the period in which Chaucer's guardianship of Staplegate was still considered to be in force before the law—even the Exchequer enquiry of 1381–1382 signals that the matter has not been fully resolved by reserving to Chaucer the right to take legal action against Staplegate over the latter's *maritagium*.

The documented lack of clarity surrounding Staplegate's situation, or perhaps even Chaucer's continued wardship of this valuable heir, may have been the reason why Chaucer appointed Forster (or Forester) and Gower as his attorneys in May 1378 before going abroad.³⁸ Perhaps other such writs of attorney for Chaucer did exist and have perished, but the timing of this writ is auspicious. It would appear that Chaucer's measure was warranted because Staplegate's estate did indeed inquire require legal action. A plea of trespass against a horse thief was filed on behalf of Staplegate in Trinity Term 1377.³⁹ I have also located a plea entered later that year, in Michaelmas term, by Isabella, the widow of a certain John Lawe.⁴⁰ She sued Staplegate and his brothers for a part of their inheritance, one of seven houses with surrounding land which they owned in Canterbury ("one messuage in Canterbury with the appurtenances for which this Isabella claims the right to bring suit against them in the King's Bench").⁴¹ Although Isabella Lawe's plea is enrolled in a Court of Common Pleas roll, the wording of this plea appears to have been intended for the King's Bench, on

the assumption that Staplegate held his lands in chief from the king, itself another piece of evidence for the fact that he was, after all, still a minor in 1377.

Chaucer could therefore certainly have expected to deal with legal matters related to Staplegate's estate for some time up to the 1382 court order. In this respect, Chaucer's choice of attorneys in 1378 may be revealing and shed further light on his relationship with Gower. Crow and Olson suggest that Forster, the other lawyer named in the 1378 writ of attorney issued by Chaucer, could have been a professional attorney who acted in a plea of land in London's Court of Husting in 1378 and in a plea of debt before the mayor and aldermen in 1383.⁴² More records have come to light that show Forster having been very active in the Guildhall, and Penelope Tucker suggests that he may have held office (not least since he defended the mayor and deputized on occasion for aldermen).⁴³ Forster also acted as an executor of a will in the Court of Husting in 1387 and, on another occasion, as posting bail for two individuals in 1380 in the Guildhall.⁴⁴ In fact, he appeared in a number of legal functions at the Guildhall, including that of attorney. In September 1381, Forster was the defense attorney in a dispute that arose following the resale of a prisoner's ransom—a distinctly medieval form of entrepreneurship.⁴⁵ The suit shows something of Forster's legal abilities in dealing with a complex international case, while it also places him on the side of John Philpot, the prominent London merchant who was among the mainpennors standing surety for Chaucer in the Chaumpaigne suit.⁴⁶ I have shown elsewhere that Forster also appeared in 1380 as the attorney of Dame Mary Syward, Prioress of St. Leonard of Stratford, better known as the historical prioress of Stratford at Bow, whose house owned a prominent stretch of bankside land and properties, including brothels, in Southwark, of all places.⁴⁷ The prioress's suit details the extensive list of luxury items she received as surety from the defendant, a goldsmith. Thus, the attorney Forster could have been one of the conduits for Chaucer's knowledge of the prioress and what appears to be her discerning taste. All these legal records—the known ones and the three I have added—show a Forster active in London's city courts.

It turns out that Forster's will (TNA, PROB 11/2A/388, 181r-v) has survived but had remained unnoticed. His will was proved in 1411, and he was buried in St. Helen's priory in Bishopsgate ward, a stone's throw from Aldgate ward, where he had rented Chaucer's rooms above Aldgate after the poet had moved out in 1386.⁴⁸ Forster died a very wealthy London citizen, leaving substantial bequests of money and land

to a large number of London parishes, mostly located in the Aldgate and Bishopsgate wards.⁴⁹ Forster also made a bequest of £20 toward the construction of the current building of the Guildhall, and he gave £10 to Thomas Knolles, the then-mayor who had the current Guildhall built (this makes Forster one of the largest benefactors of the Guildhall during its construction period).⁵⁰ A quick tally shows that more than £500 were distributed in his will in cash alone—he could have paid for the entire Guildhall himself. In addition, Forster also gave money to a list of individuals and clients—*clienti*—while cancelling others’ debts. His executors include a series of aldermen that reads as a who’s who of London: the mayors and sheriffs William Askham and William Crowmere; the sheriffs John Lane and William Norton, and a group of city officials including John Clos, the deputy coroner; John Credy, the mayor’s esquire; and Richard Osborn, Chamber Clerk of the City of London, whom Linne Mooney and Estelle Stubbs identify as the scribe of a number of important Middle English literary manuscripts, including *Piers Plowman* (San Marino, Huntington Library MS HM 114) and two copies of *Troilus and Criseyde* (HM 114 and London, British Library Harley MS 3943).⁵¹ Finally, we now know that Forster was a member of the Temple, the same Inn with which Thomas Speght had associated Chaucer and Gower.⁵² In one of his bequests, Forster refers to “his fellows at the Temple”: “*socios meos apud le Temple.*”⁵³ This is incidentally also one of the earliest records for the existence of the Temple as an Inn, and it is noteworthy that Forster does not distinguish between the two Temples even though their separate existence dates back to at least 1388.

If Forster was chosen in 1378 to look after Chaucer’s London interests, then Gower was probably appointed to maintain Chaucer’s affairs outside of London, including any fallout from the Staplegate wardship in Kent. Gower’s associations with Kent were strong at the time, and his familiarity with dealing with the Westminster courts supports this possibility. Gower appeared in the Court of Common Pleas at least four times in 1396 and 1399, mostly in person though once represented by an attorney.⁵⁴ To these finds we can now add another record that dates from 1381, nearer the time when Chaucer would have needed Gower to look after his legal interests. In Easter term of that year a John Gower sued three men from Newington in Kent for debt (TNA, Common Pleas, Easter Term 1381, CP 40/482, m. 232 f).⁵⁵ The county given in the top-left margin is London, but since all three defendants were from Kent, “London” must refer either to the matter in dispute or to the plaintiff’s residence. While in cases of inheritance or trespass

the county denotes the location of the property, in pleas of debt the county usually designates the plaintiff's place of residence. No other John Gower is known to us in London, so this might be the earliest reference to a London residence for Gower. But this may very well have been a temporary residence since Michael Bennett argues for Gower's continued associations with Kent in the 1380s.⁵⁶

V. A NEW READING OF *TROILUS AND CRISEYDE*

Both wardships coincided with Chaucer's first London employment, as controller of the wool custom. This is also the period during which he is believed to have composed *Troilus and Criseyde*, perhaps his most urban poem, and one that evokes if not recreates aspects of contemporary London in its depiction of Troy.⁵⁷ This figurative yoking of mythical Troy and London peaked during the last quarter of the fourteenth century, when Chaucer's acquaintance and fellow poet Gower opens his substantial English poem *Confessio Amantis* with an address to London as "New Troye" while a political effort was underway to rename England's capital as Troynovaunt.⁵⁸

Chaucer's narrative poem significantly enlarges the role of Pandarus, Criseyde's uncle. In the body of Chaucer criticism there is no shortage of adverse treatments of Pandarus that object to his instrumental use of Criseyde. Pandarus has become synonymous with matchmaking, so much so that he lives on as a verb, designating the darker side of the very activity he performs in the poem. David Aers calls him an "arch-manipulator," while one of the most pointed expressions of disapproval of Pandarus comes from Gretchen Mieszkowski: "[Pandarus] is trafficking in women. . . . Procuring for Troilus, Pandarus is Troilus's agent and Criseyde's adversary."⁵⁹ But would Chaucer's audience have shared this view? Wasn't the medieval market in wardships and remarriages of widows not a similar exercise in trafficking in women? If Chaucer's London is reflected and embedded in his vignettes of Troy—not unlike a secular instance of Erich Auerbach's *figura*, where Old Testament personages and events prefigure the New Testament—then the same purposive anachronism can surely be extended to the legal relationships governing Troilus, Criseyde, and Pandarus. Contemporary readers might very well have beheld the affair between Troilus and Criseyde through the lens of the *maritagium* or a widow's remarriage, and saw Pandarus not only as a go-between but also as someone who arranges a match and, more importantly, a marriage for his niece. My reading trajectory pursues an angle introduced by Aers on the margins of an influential 1979 article on Criseyde, which explicitly invokes "[the]

widow in medieval society” as “a basic model for this fictional Trojan aristocracy.”⁶⁰

Even before Criseyde is introduced in book 1, the poem gives a brief account of how her father committed treason and was exiled from Troy, leaving behind and isolated his widowed daughter:

Now hadde Calkas left in this meschaunce,
Al unwist of this false and wikked dede,
His doughter, which that was in gret penaunce,
For of hire lif she was ful sore in drede,
As she that nyste what was best to rede;
For bothe a widewe was she and allone
Of any frend to whom she dorste hir mone.⁶¹

Chaucer turns Giovanni Boccaccio’s virgin into a young widow, but at the same time this specific status gives Criseyde the means to support herself since her father’s treason would have left her without an inheritance. This point becomes clearer a few lines later, where Criseyde is said to own a house in which she lives in accordance with her status:

And in hire hous she abood with swich meyne
As til hire honour nede was to holde;
And whil she was dwellynge in that cite,
Kepte hir estat, and both of yonge and olde
Ful wel biloved, and wel men of hir tolde.
But wheither that she children hadde or noon,
I rede it naught, therefore I late it goon.

(1.127–33)

Medieval readers and listeners would have realized that Criseyde’s widowhood has furnished her with an income and a house, a point enclosed in the sentence “And whil she was dwellynge in that cite, / Kepte hir estat.” This is usually construed to mean “while living in this city, she maintained her dignity or status,” but such a reading fails to explain the word “whil.” Where else would she be living during the siege of Troy without switching sides in the conflict? Instead, the sentence is much better rendered as “as long as she lived in the city, she kept her estate.” The *Medieval English Dictionary* gives meanings 19–21 of “estaat” as the “legal right to property” (or to possession), whereas if preceded by the verb “to keep,” “estaat” specifically denotes inherited property.⁶² This is the meaning of “estaat” in the following reference to regulating London property—“Pylke tenement . . . which William Cauntbrigge, that hath alle his [herry Julyon’s] estate, nowe dwelleth ynne”—and we find the same sense in words addressed to

Chaucer's most famous widow, the Wife of Bath, when Jankyn finally submits to her will:

Myn owene trewe wyf,
Do as thee lust the terme of al thy lyf;
Keep thyn honour, and keep eek myn estaat.⁶³

Thomas Usk, perhaps the first identified reader of *Troilus and Criseyde*, also employs this sense in his *Testament of Love*: "For that she is so worthy thou shuldest not clymbe so highe, for thy moebles and thyne estate arne voyded".⁶⁴ My reading of "estaat" as the legal right to property has the additional advantage of clarifying Criseyde's ownership of her estate as conditional on her continued residence in Troy, for, after all, the people around her do remind her, rather chillingly, that all her father's kin deserve "to brennen, fel and bones" (1.91). The legal and material implications of Criseyde's widowhood are already anticipated in Aers's argument: "[A widow Criseyde] could hold land, even by military tenure, and do homage for it; she could make a will or a contract, could sue or be sued. On the other hand when she married, her rights, for the duration of the marriage, slipped out of her hands."⁶⁵ Widows were "economically attractive," as Scott Waugh puts it, adding that "there was considerable competition for widows."⁶⁶ Criseyde, living in a dower house and owning an estate, was such an economically attractive widow.

Pandarus, who is her cousin in the *Filostrato*, is now her uncle—no longer her peer but her senior. With the reputation of Criseyde's father destroyed and her family's honor tarnished, Pandarus's consent in finding a suitable partner for her may have been crucial; there are many historical examples of widows relying on the consent of uncles and other male relatives.⁶⁷ Widows often had to negotiate their remarriage, and this was especially the case with women whose late husbands had been considered enemies of the realm. Katherine, the duchess of Norfolk and widow of a Lancastrian husband, was expected to make her properties available through marriage to a Yorkist supporter of King Edward IV, leading the humanist William Worcester to speak of a *maritagium diabolicum*, the dower's equivalent to a poisoned chalice.⁶⁸ Given her predicament, and the conditional tenure of her estate, Criseyde's remarriage is hardly her own to decide. This appears to be the sobering tenor of Hector's promise to her that "youre body shal men save, / As fer as I may enquere or here" (1.122–23). Sylvia Federico goes as far as saying that Hector "replaces her father in Troy, becoming the guarantor of both her good name and her physical safety."⁶⁹ Kings and lords could indeed grant the right to a widow's marriage. Hector's words recall the

phrase wardship of the body as opposed to wardship of land, that is, the marriage portion of the wardship. The Middle English “save” can mean “to have custody over,” as it does in Chaucer’s *Physician’s Tale*, which is indeed concerned with wardship or “warde”:

I deme anon this cherl his servant have;
Thou shalt no lenger in thyn hous hir save.
Go bryng hire forth, and put hire in oure warde”.⁷⁰

This is also the same meaning that John Lydgate advances in *The Fall of Princes*:

She was Iput for mor surete
With hir vncl, that sholde keepe & saue
This seid maide.⁷¹

But what is in it for Pandarus? An alliance between Criseyde and the royal house would go some way to rehabilitating the family’s compromised reputation. Then there is also the possibility that, despite being a widow, Criseyde was Pandarus’s ward—he classifies himself as “youre borugh” (2.134)—sponsor, guarantor. It was certainly common for both maternal and paternal uncles to receive from the king custody of wards or their lands.⁷² Nor was it unusual to offer wards in marriage at a very young age, often to older spouses or to other minors. This was done by guardians to ensure a profit from the *maritagium*, given the high child mortality rates at the time, but it also offered the welcome prospect of a remarriage should the spouse die—a second windfall for the guardian. This was the fate in 1311 of Margaret de Chauncy, a widow at the age of 11 with dower lands to her name.⁷³ Her late husband was also a minor. The ages of Troilus and Criseyde cannot be ascertained, though Derek Brewer assumes Troilus to be about 19 and therefore a minor.⁷⁴ To inherit and keep her dower Criseyde had to be 16, but there is no need to assume that she was older than Troilus. The narrator does not know whether she had any children, but since 16 was the most common age for a woman at which to have had her first child, she may very well have been Troilus’s peer or even his junior. After the all, the canonical age of consent for girls was 12.⁷⁵

Then there is Pandarus’s engineering of the private encounter between Troilus and Criseyde in book 3:

Soone after this they spake of sondry thynges,
As fel to purpos of this aventure,
And pleyng entrechaungeden hire rynges,
Of whiche I kan nought tellen no scripture;

But wel I woot, a broche, gold and asure,
In which a ruby set was lik an herte,
Criseyde hym yaf, and stak it on his sherte.
(3.1366–72)

This scene does not appear in Boccaccio's *Filostrato*, certainly not between Troilus and Criseida. Chaucer adds the crucial exchange of rings and the gift of the brooch with a ruby heart.⁷⁶ Although Kelly has forcefully argued that this scene represents a clandestine marriage between Troilus and Criseyde, there remain doubts as to how binding a contract this scene depicts.⁷⁷ But even if this meeting is not a legally binding marriage agreement (which it may be), then it does represent either a betrothal or, at the very least, a formal commitment to proceed along the path to betrothal and marriage. Poetic license notwithstanding, if Pandarus is indeed the guardian of the young widow Criseyde, then his actions here as elsewhere do not veer from discernable social patterns at the time.

And yet my historicized reading does not mitigate Pandarus's shortcomings; on the contrary, it actually produces a *worse* Pandarus. Having turned Criseyde into an economically desirable widow explains why Chaucer needed to make Pandarus her uncle in his version of the tale. But this seemingly subtle alteration of the source material holds substantial implications for our understanding of Pandarus: while our justified disgust at his trafficking in women is rooted in our modern sensitivities and not in the realities of the medieval market in female (and male) wards, Pandarus's familial ties to Criseyde come with the additional expectation of arranging a marriage for her without "disparagement," that is, a marriage that is not only socially compatible but also has her best long-term interest at heart. In other words, Pandarus would have been ethically compromised in the eyes of a medieval audience, but for reasons different from those that motivate our disapproval of him. Pandarus's ethical repulsiveness does not stem from his marketing of Criseyde (a widow in need of social protection) to Troilus (a prince in possession of such social means) per se, but in trying to sell a member of his family for someone else's fleeting gratification and not for the sake of ensuring Criseyde's financial and social stability.

Throughout his negotiating presence in Chaucer's poem, Criseyde's uncle often dispenses pearls of Boethian wisdom, sourced from one of Chaucer's most cherished authorities. Pandarus even assumes the role of Lady Philosophy herself in passages modelled on *The Consolation of Philosophy*, and he sees himself as a Chaucerian story-teller: "If I my tale endite" (2.267).⁷⁸ The word "endite," which denotes creative,

authorial writing, appears 15 times in the poem.⁷⁹ Of these instances, only the narrator and Pandarus use the word to denote writing in the sense of devising a plot or narrative; the remainder refers to letter writing and written communication.⁸⁰ Pandarus's narrative craft is deemed so exquisite that, in Barbara Nolan's words, "Chaucer invokes a metaphor linking Pandarus's (and his own) rhetorical art of finding places for a courtship to the line architects would use in designing houses."⁸¹ Pandarus's character may very well be gesturing at a Chaucer figure here and elsewhere in the poem. In one of the most perceptive assessments of Criseyde and her critical reception, Carolyn Dinshaw notes the unsettling parallels between the narrator and Pandarus, before she develops this analogy into a compelling if uncomfortable identification of Chaucer with Pandarus:

[Criseyde and Pandarus] are the characters with whom Chaucer, after all, had much in common. Chaucer, too, as a bourgeois in the aristocratic court, was constrained by dominant (masculine) power, as were aristocratic women. And Chaucer, like Pandarus, was responsible for its various traffics, as Waswo also observes: we recall that he served as messenger for Prince Lionel; as esquire, transacted Edward III's business; monitored commercial traffic in the Port of London as Controller of Customs; managed royal property as clerk of the works; even participated in negotiations regarding Richard II's marriage. The connection between Chaucer and Pandarus seems to have been picked up, in fact, by Deschamps, in his famous lyric to Chaucer: a crux in his ballade (probably written in the 1390s) can be explicated in these terms. Calling England the "Kingdom of Aeneas," Deschamps lauds Chaucer as a translator, a linguistic go-between—as, precisely, "Pandras."⁸²

Our justified modern unease with Pandarus should not prevent us from fully accepting Dinshaw's tethering of a beloved writer to a revolting character, just as we resist the specter of Chaucer apologetics that strive to clear him of rape allegations for little more than the sake of it. Pandarus's fictional DNA certainly resembles that of the many literary Geoffreys: after all, except for *The Parliament of Fowls*, which is populated exclusively with birds, do not all of Chaucer's other substantial poems feature a Chaucer persona?

The biographical circumstances of the Staplegate guardianship and the Chaumpaigne dispute cannot be divorced from engaging with Chaucer's writings if only because both his poetry and his life were embedded in the same cultural configurations of late-fourteenth-century London. This point has been made forcefully by Cannon in one of his subsequent discussions of the Chaumpaigne case:

“Understanding the Chaumpaigne release and reading Chaucer ought to be identical endeavors precisely because a more careful definition of the conditions that make an act rape shows Chaucer knowing those conditions and carefully delineating them for us.”⁸³ Thus, the likely chronological overlap between the Chaumpaigne case and Chaucer’s continued relationship with Staplegate directly feeds into the discussion about the semantic remit of Chaucer’s “rape” (4.596) and “ravysshe” (4.530, 4.548, 4.637, and 4.643) in *Troilus and Criseyde*. Many critics have paid close attention to the bedroom scene and to Pandarus and Troilus’s exchange about “ravyssh[ing]” in book 4.⁸⁴ Although few would question that “rape” and “ravysshe” refer to the abduction rather than rape of Criseyde, there remains a lingering concern in the text for the role of Criseyde’s consent. Louise Fradenburg even speaks of the “spectre of rape,” particularly in the context of the bedroom scene, while Cannon, in reading the “ravysshing” of Helen of Troy (1.62) alongside Pandarus’s instruction to Troilus to “go ravysshe” (4.532) Criseyde, places these references in the problematic medieval legal context of “consent after” (an abduction).⁸⁵ Cannon’s crucial point is Chaucer’s refusal to sanitize the word “ravysshing”: “It is just here, moreover, as [Chaucer] notices an acquiescence that would transform ‘ravysshing’ into marriage choice *and* continues to call that choice ‘ravysshing,’ that Chaucer follows both the interest of the medieval law and its judgment (‘consent after’ still equals ‘ravishment’).”⁸⁶

If, as Dinshaw intimates, Pandarus is Chaucer’s literary echo on some level, and Chaucer was tasked with playing a go-between and matchmaker beyond 1377 and into the early 1380s, then not only can we read Criseyde’s “ravishment” against that of Chaumpaigne’s *raptus*, but we are also invited to juxtapose Chaucer’s and Pandarus’s roles as guardians and matchmakers. The parallels that emerge involve the matchmaker-guardians Chaucer/Pandarus and the instances of *raptus* and ravishment in the linked cases of Chaumpaigne and Criseyde. And in both sets of pairs the fate suffered by the literary characters appears to sanitize that which befell Chaucer and Chaumpaigne: Criseyde is sold by her uncle and, in the end, loses everything she sought to protect in Troy, whereas Pandarus is a case study in what a guardian should not be. Through its narrative vignettes that stress-test flawed characters in a permanent state of duress, *Troilus and Criseyde* appears to reflect on complex and often irreconcilable notions of widowhood, guardianship, and arranged marriages. To be clear, the nature of this reflection is not ethical in the sense that it would imply a narrative distancing. On the contrary, the poem is specifically and deeply personal, denying the narrator even the flimsiest layer of protection:

From Troilus she gan hire brighte face
Awey to writhe, and tok of hym non heede,
But caste hym clene out of his lady grace,
And on hire whiel she sette up Diomedee;
For which myn herte right now gynneth blede,
And now my penne, allas, with which I write,
Quaketh for drede of that I moste endite.

(4.1–7)

It is almost as if Chaucer had meant to write “endure” instead of “endite” at the end of this stanza. *Troilus and Criseyde* may thus stem from and process personal conflict and failure.

The new material and the reexamination of existing records not only shed new light on Chaucer’s personal circumstances between 1377 and 1382, but they also offer new reading angles on *Troilus and Criseyde* and its immediate situatedness in the crowded social circles of Chaucer’s London. With a population density similar to that of Rio de Janeiro’s *favelas*, though with greater social stratification, Chaucer’s milieu was one of intimate proximity, a principle that also applies to the relationship *between* records: the above case of the prioress of Stratford at Bow and her attorney Forster shares its membrane with three of the four known documents in the Chaumpaigne case, which it directly precedes—could not Chaucer’s lawyer Forster have settled this matter for him, too?⁹⁸⁷

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APPENDIX

1. The National Archives (TNA), King’s Remembrancer, Memoranda Rolls and Enrolment Books, Michaelmas Term 1381, *brevia directa baronibus*, E 158/159, m. 9d.

Transcription:

[*Margin: pro* Edmundo filio Edmundi Stapilgate] Rex Thesaurario et Baronibus suis de scaccario salutem. Cum dominus Edwardus nuper Rex Anglie avus noster octavo die Novembris anno regni sui quadragesimo nono [8 November 1375] commiserit Galfrido Chaucer custodiam omnium terrarum et tenementorum cum pertinenciis que fuerunt Edmundi Stapelgate defuncti qui de *predicto* avo *nostro* tenuit in capite et que per mortem eiusdem Edmundi et *ratione* minoris etatis heredis eiusdem Edmundi in manu *predicti* avi *nostri* tunc extiterunt:

habendam cum omnibus ad custodiam illam spectantibus vsque ad legitimam etatem heredis predicti vnacum maritagio eiusdem heredis sine disparagacione absque aliquo eidem avo nostro inde reddendo seu soluendo pro custodia et maritagio predictis prout in litteris patentibus ipsius avi nostri inde confectis plenius continetur. Iamque Edmundus filius et heres eiusdem comitis [scribal error for “Edmundi”] nobis conquerendo monstravit quod licet ipse eidem Galfrido pro maritagio predicto pretextu concessionis predicto eidem Galfrido per dictum avum nostrum sic facte satisfecerit. Vos tamen prefatum Edmundum filium Edmundi ad satisfaciendum nobis de maritagio predicto per summonicionem scaccarii predicto non obstante concessione predicta graviter distringitis et ipsum ea occasione inquietare faciatis in ipsius Edmundi filio Edmundum dampnum non modicum et gravamen. Vnde nobis supplicavit vt districcionem huiusmodi supersederi iubere velimus. Nos nolentes ipsum Edmundum filium Edmundi indebite onerari vobis mandamus quod districcionem quam eidem Edmundo filio Edmundi per summonicionem scaccarii predicti occasione premissa fieri faciatis supersederi et ipsum inde ad idem scaccarium exonerari et quietum esse faciatis proviso quod idem Edmundus filius Edmundi eidem Galfrido pro maritagio predicto sacisfaciat in forma predicta vt est iustum. Teste me ipso apud Westmonasterium xx die Octobris anno regni nostri quinto [20 October 1381].

All abbreviations (contractions and suspensions) have been italicized.

Translation:

[*Margin*: for Edmund, son of Edmund Staplegate] The King to his Treasurer and Barons of the Exchequer, greeting. Whereas our grandfather lord Edward, late King of England, on 8 November in the forty-ninth year of his reign [8 November 1375] committed to Geoffrey Chaucer the wardship of all the land and buildings with appurtenances that belonged to the deceased Edmund Staplegate which he had held in chief from our said grandfather and which, through the death of this Edmund and by reason of the minority of this Edmund's heir, now pass into the hand of our said grandfather: to hold with all things belonging to the said wardship until the lawful age of the aforesaid heir, along with the marriage of this heir without disparagement, without rendering or paying thereof some [amount] to our grandfather for the said wardship and marriage, as is fully contained in the letters patent prepared by our said grandfather. Then Edmund, son and heir of the said count [scribal error: this should read “Edmund”], complaining to

us has shown that he himself has thus satisfied this Geoffrey for the said marriage (by reason of the said grant for which this Geoffrey was chosen by our grandfather). Nevertheless regarding our satisfaction concerning the said marriage, you, the said Edmund son of Edmund, are causing by a summons of the said Exchequer (the above grant notwithstanding) the same Edmund son of Edmund to be grievously distrained and, in the same matter, troubled, to his considerable injury and grievance. He has petitioned us that we might order such distraint to be lifted. Not wishing to burden this Edmund son of Edmund unduly, we command you that you set aside the distraint, which by the summons of the said Exchequer in the above matter you cause to be made to Edmund son of Edmund, and also that you do cause to be discharged and to be quit of it at the same Exchequer, provided that this Edmund son of Edmund satisfy the above Geoffrey for the same marriage in the manner aforesaid so that it is just. Witness myself at Westminster on the 20th day of October in the fifth year of our reign.

2. The National Archives, Common Pleas, Michaelmas Term 1377, CP 40/468, m. 47f.

Transcription:

[Margin: *Kancie*]

Isabella que fuit vxor Iohannis Lawe per Willielmum Repyndon attornatum suam optulit se iiij die versus Edmundum Stablegate et Iohannem fratrem eius et Iohannem fratrem eiusdem Iohannis de placito vnus mesuagii cum pertinenciis in Canterbury quod eadem Isabella in Curia Regis hic clamat vt Jus suum versus eos Et ipsi non veniunt Et summonicio Iudicium praedictum mesuagium cum pertinenciis capiatur in manum domini Regis Et diem etc. Et ipsi summoneantur quod sit hic in Crastino Purificationis beatae marie etc.

Translation:

[Margin: *Kent*]

Isabella, who was the wife of John Lawe, through her attorney William Repyndon offered herself on the fourth day against Edmund Stablegate and his brother John and John brother of the same John in a plea that one messuage in Canterbury with the appurtenances for which this Isabella claims the right to bring suit against them in the King's Bench.⁸⁸ And they did not come. And summons. [And] the judgment [that] the aforementioned messuage with the appurtenances be taken into the hand of the lord king. And the day etc. And they are

summoned so that they be here by the next [2 February 1378] Feast of the Purification of Blessed Virgin etc.

3. The National Archives, Common Pleas, Easter Term 1381, CP 40/482, m. 232f.

Transcription:

[Margin: *Londonium*]

Iohannes Gower per Thomam Patch attornatum suum optulit se iiiij^{to} die versus Iohannem Barbour Baker Iohannem Henry et Rogerium Bocher de parochia de Newetoun in comitatu Kancie de placito quod quilibet eorum reddant ei triginta et duas libras quas ei debent et iniuste detinent etc. Et ipsi non venerunt Et sicut prius preceptum fuit vicecomiti quod capient [clerk's error for "capiat"] eos etc. Et vicecomes modo mandat quod non sunt inventi etc Ideo sicut pluries preceptum est vicecomiti quod capiat eos si etc. Ita quod habeant [clerk's error for "habeat"] corpora eorum hic a die sancte Trinitatis in xv dies pro Iustitiae etc. de quo die loquela praedicta inter alias adiornata fuit hic ad hunc diem scilicet in Octabis sancti Michaelis proximo celebrato adiornamentum etc. Et vicecomes non misit breve Ideo sicut pluries capiat quod sicut hic in Octabis sancti Martini ad quem diem vicecomes non m[232 (*number of roll, written underneath*)]isit breve etc. Ideo sicut pluries capiat quod sicut hic in Octabis sancti hilarii pro Iustitiae ad quem diem vicecomes non misit breve Ideo sicut pluries preceptum etc. vicecomes [*Smythe (name of clerk, written underneath)*] in Octabis purificationis beatae marie etc.

Translation:

[Margin: *London*]

John Gower, through his attorney Thomas Patch, offered himself on the fourth day against John Barbour, baker, John Henry, and Roger Bocher from the parish of Newington in the county of Kent in a plea that anyone of them render him £32 which they owe to him and unjustly withhold etc.⁸⁹ And they did not come. And, as before, the sheriff is commanded to arrest them etc. And the sheriff reports that they were not found etc. Therefore, as frequently before, the sheriff is commanded to arrest them if etc. So that he have their bodies here at the quindene [24–30 June 1381] of Trinity for justice etc. from the day of the aforementioned speech, [which] among other things was adjourned until this day (namely the Octave of St. Michael next celebrated [6–12 October 1381]), the adjournment etc.⁹⁰ And the

sheriff did not a send a writ. Therefore, as frequently before, [the sheriff is commanded] to arrest [them] that [he have them] here at the Octave of St. Martin [18–24 November 1381], on which day the sheriff did not the sent a writ. Therefore, as frequently before, [the sheriff is commanded] to arrest [them] that [he have them] here at the Octave of St. Hilary for justice [20–26 January 1382], on which day the sheriff did not the sent a writ. Therefore, as frequently before etc. the sheriff [is commanded to arrest them so that he have them here] at the Octave of the Purification of the Blessed Virgin etc. [9–15 February 1381].

NOTES

Thanks are due to the readers at *ELH* for their insightful comments and suggestions. Sarah Baechle and Candace Barrington read the essay and offered vital corrections. This article is based on my keynote address at the 2017 London Chaucer Conference.

¹ See Scott L. Waugh, *The Lordship of England: Royal Wardships and Marriages in English Society and Politics, 1217–1327* (Princeton: Princeton Univ. Press, 1988), 221.

² Waugh, 225. “Wardships were thus treated as chattels and changed hands in a variety of ways that brought economic benefits to guardians” (223).

³ For *maritagium*, see *Black’s Law Dictionary*, ed. Bryan A. Garner (St. Paul: West, 2009), 1054.

⁴ See Waugh, 217. Assessing the value of a forfeited marriage was done by jury.

⁵ Waugh, 217.

⁶ See Martin M. Crow and Clair C. Olson, *Chaucer Life-Records* (Oxford: Clarendon Press, 1966), 296–69.

⁷ L. G. W. Legg, *English Coronation Records* (Westminster: Constable, 1901), 139 for the French text, 157 for the English translation.

⁸ Legg, 157–58.

⁹ Legg, 158.

¹⁰ See Waugh, 228.

¹¹ Sue Sheridan Walker speaks of a “feudal marriage tax” in such cases (“Free Consent and Marriage of Feudal Wards in Medieval England,” *Journal of Medieval History* 8.2 [1982]: 123).

¹² See Legg, *English Coronation Records*, 158.

¹³ See Walker, “Proof of Age of Feudal Heirs in Medieval England,” *Mediaeval Studies* 35.1 (1973): 306–23.

¹⁴ Walker, “Punishing Convicted Ravishers: Statutory Strictures and Actual Practice in Thirteenth and Fourteenth-Century England,” *Journal of Medieval History* 13.3 (1987): 242. Male wards came of age at 21; see Walker, “Wrongdoing and Compensation: The Pleas of Wardship in Thirteenth and Fourteenth Century England,” *The Journal of Legal History* 9.3 (1988): 267–307.

¹⁵ See William L. Alderson, “John Urry (1666–1715),” in *Editing Chaucer: The Great Tradition*, ed. Paul G. Ruggiers (Norman: Pilgrim, 1984), 94–95.

¹⁶ *The Works of Geoffrey Chaucer*, ed. John Urry (London: Lintot, 1721), xxii.

¹⁷ See *The Works of Geoffrey Chaucer*, xx.

¹⁸ Andrew Prescott, “‘Their Present Miserable State of Cremation’: The Restoration of the Cotton Library,” in *Sir Robert Cotton as Collector: Essays on an Early Stuart*

Courtier and His Legacy, ed. C. J. Wright (London: British Library, 1997), 392. On the *Liber custumarum* having been in Cotton's collection, see Matt Kuhns, *Cotton's Library: The Many Perils of Preserving History* (Lakewood: Lyon Hall, 2014), 219–21.

¹⁹ See Crow and Olson, 299.

²⁰ The text of the new document matches that of the Exchequer inquiry given in Crow and Olson, 299, with the exception of l.8, which I discuss below.

²¹ See my transcription and translation in the appendix.

²² See my transcription and translation in the appendix.

²³ The Latin original reads: “*salva accione predicto Galfrido de maritagio illo si inde loqui voluerit.*” Quoted in Crow and Olson, 300. The translation is mine.

²⁴ Walker, “Free Consent and Marriage,” 126.

²⁵ For the most incisive discussion of these documents, see Christopher Cannon, “*Raptus* in the Champaigne Release and a Newly Discovered Document Concerning the Life of Geoffrey Chaucer,” *Speculum* 68.1 (1993): 74–94.

²⁶ The text and translation are from Cannon, “*Raptus*,” 74. I have not translated *raptus*.

²⁷ See Cannon, “*Raptus*,” 74.

²⁸ See Cannon, “*Raptus*,” 74.

²⁹ See Cannon, “*Raptus*,” 74; and Henry A. Kelly, “Meanings and Uses of *Raptus* in Chaucer's Time,” *Studies in the Age of Chaucer* 20 (1998): 101–65.

³⁰ Kelly, “Meanings and Uses of *Raptus*,” 147.

³¹ For the will of William Champaigne (also Champeneyes), see Reginald R. Sharpe, *Calendar of Wills Proved and Enrolled in the Court of Husting, London, 1258–1688*, 2 vol. (London: Francis, 1890), esp. 2:13–14.

³² Walker, “Free Consent and Marriage,” 127.

³³ Walker, “Punishing Convicted Ravishers,” 237. Walker repeats this statement verbatim in “Wrongdoing and Compensation,” 270; and in “The Feudal Family and the Common Law Courts: The Pleas Protecting Rights of Wardship and Marriage, c. 1225–1375,” *Journal of Medieval History* 14.1 (1988): 20.

³⁴ Walker, “Wrongdoing and Compensation,” 270.

³⁵ See Walker, “Free Consent and Marriage,” 127.

³⁶ See Caroline Dunn, *Stolen Women in Medieval England: Rape, Abduction, and Adultery, 1100–1500* (Cambridge: Cambridge Univ. Press, 2013), 82–97.

³⁷ Walker, “Punishing Convicted Ravishers,” 238.

³⁸ See Crow and Olson, 296.

³⁹ See The National Archives, CP 40/466, m. 178f. This was still under King Edward III.

⁴⁰ See The National Archives, Common Pleas, Michaelmas Term 1377, CP 40/468, m. 47f.

⁴¹ See the appendix for the complete transcription and translation of this record.

⁴² See Crow and Olson, 60n5.

⁴³ See Penelope Tucker, *Law Courts and Lawyers in the City of London, 1300–1550* (Cambridge: Cambridge Univ. Press, 2007), 297 and appendix 8.2 (unpaginated). Tucker regards him as one of the two most active lawyers in the city courts in the last quarter of the fourteenth century (see 297).

⁴⁴ See *Calendar of Plea and Memoranda Rolls, 1364–1381*, ed. A. H. Thomas (Cambridge: Cambridge Univ. Press, 1929), 276.

⁴⁵ See Thomas, 297–300.

⁴⁶ See Crow and Olson, 60n5.

⁴⁷ See Sebastian Sobeci, "A Southwark Tale: Gower, the Poll Tax of 1381, and Chaucer's *The Canterbury Tales*," *Speculum* 92.3 (2017): 630–660, esp. 651–52. The source is Thomas, 267–68.

⁴⁸ See Crow and Olson, 145–46.

⁴⁹ See PROB 11/2A/388, 181r.

⁵⁰ See PROB 11/2A/388, 181^v, l. 18, and 181^v, l. 21.

⁵¹ See PROB 11/2A/388, 181^v, ll. 14–16. For the identification of Richard Osborn, see Linne R. Mooney and Estelle Stubbs, *Scribes and the City: London Guildhall Clerks and the Dissemination of Middle English Literature, 1375–1425* (Woodbridge: York Medieval Press, 2013), 17–37. For a counterargument, see Lawrence Warner, *Chaucer's Scribes* (Cambridge: Cambridge Univ. Press), forthcoming.

⁵² See Crow and Olson, 12.

⁵³ PROB 11/2A/388, 181^v, l. 19.

⁵⁴ See Sobeci, 636–40.

⁵⁵ See the appendix for a complete transcription and translation.

⁵⁶ Michael Bennett, "John Gower, Squire of Kent, the 'Peasants' Revolt, and the *Visio Anglie*," *The Chaucer Review* 53.3 (2018): 258–82.

⁵⁷ Chaucer's Trojan London in *Troilus and Criseyde* has been noted by numerous readers, including, *Chaucer and the City*, ed. Ardis Butterfield (Cambridge: D. S. Brewer, 2006), introduction; Marion Turner, "Greater London," in *Chaucer and the City*, 30–33; and C. David Benson, "Literary Contests and London Records in the *Canterbury Tales*," in *Chaucer and the City*, 130–31. For an alternative view, see David Wallace, *Chaucerian Polity: Absolutist Lineages and Associational Forms in England and Italy* (Stanford: Stanford Univ. Press, 1997), 156–57.

⁵⁸ These and other instances of the London-Troy relationship form the focus of Sylvia Federico's *New Troy: Fantasies of Empire in the Late Middle Ages* (Ann Arbor: Univ. of Minnesota Press, 2003), esp. 1–28.

⁵⁹ David Aers, "Criseyde: Woman in Medieval Society," *The Chaucer Review* 13.3 (1979): 181; Gretchen Mieszkowski, *Medieval Go-Betweens and Chaucer's Pandarus* (New York: Palgrave, 2006), 147.

⁶⁰ Aers, 185.

⁶¹ Geoffrey Chaucer, *Troilus and Criseyde*, in *The Riverside Chaucer*, ed. Larry D. Benson (Oxford: Oxford Univ. Press, 1988), book 1, lines 92–98. Hereafter cited parenthetically by book and line number.

⁶² *The Middle English Dictionary (MED)*, ed. Hans Kurath, Sherman M. Kuhn, and R. E. Lewis, 19 vol. (Ann Arbor: Univ. of Michigan Press, 1952). Consulted online at <https://quod.lib.umich.edu/m/middle-english-dictionary/dictionary>.

⁶³ *MED*, s.v., "estat, n.," 19a-21; Chaucer, *The Canterbury Tales*, 3.819–21.

⁶⁴ Thomas Usk, *The Testament of Love*, ed. R. Allen Shoaf (Kalamazoo: Western Michigan Univ. Press, 1998), l.9.850–51.

⁶⁵ Aers, 185.

⁶⁶ Waugh, 47.

⁶⁷ See Rhoda L. Friedrichs, "The Remarriage of Elite Widows in the Later Middle Ages," *Florilegium* 23.1 (2006): 69–83. Pandarus's responsibility for Criseyde has been mentioned by others, including Jennifer Summit, "Troilus and Criseyde," in *The Yale Companion to Chaucer*, ed. Seth Lerer (New Haven: Yale Univ. Press, 2006), 217.

⁶⁸ See Friedrichs, "The Remarriage of Elite Widows," 78–79.

⁶⁹ Federico, 77.

⁷⁰ *The Canterbury Tales*, 6.199–201. Also, see *MED*, s.v., “saven, v.,” 7; *OED* s.v., “save, v.,” 9d.

⁷¹ John Lydgate, *Lydgate’s Fall of Princes I*, ed. Henry Bergen, vol. 121 (Washington, DC: Carnegie Institution of Washington, 1923), 1.1670–72.

⁷² See Waugh, 198.

⁷³ See Waugh, 207.

⁷⁴ See Derek Brewer, “The Ages of Troilus, Criseyde and Pandarus,” in *Tradition and Innovation in Chaucer*, ed. Brewer (London: Macmillan, 1982), 83.

⁷⁵ See Walker, “Free Consent and Marriage,” 125. The age of consent was 14 for boys.

⁷⁶ See Chaucer, *Troilus and Criseyde*, ed. Barry A. Windeatt (London: Longman, 1990), 317, note to lines 1366–72.

⁷⁷ See Kelly, *Love and Marriage in the Age of Chaucer* (Ithaca: Cornell Univ. Press, 1975), 230–42. Windeatt’s summary of the arguments for and against reading this exchange of rings as a marriage contract remains accurate (see *Troilus and Criseyde*, 317, note to line 1368).

⁷⁸ *Troilus and Criseyde*, 13.

⁷⁹ See 1.6; 2.13, 257, 267, 700, 886, 1024, 1061, and 1161; 3.504; 4.14; and 5.1292, 1334, 1628, 1767.

⁸⁰ For use by the Narrator, see 1.6; 2.13, 700; 3.504; 4.14; and 5.1767; for use by Pandarus, see 2.257, 267.

⁸¹ Barbara Nolan, “Chaucer’s Poetics of Dwelling in *Troilus and Criseyde*,” in *Chaucer and the City*, 58.

⁸² Carolyn Dinshaw, *Chaucer’s Sexual Poetics* (Madison: Univ. of Wisconsin Press, 1989), 63. For the identification of Deschamps’s Pandras with Chaucer, see Eugen Lerch, “Zu einer Stelle bei Eustache Deschamps,” *Romanische Forschungen* 62.1 (1950): 67–68; and Gretchen Mieszkowski, “‘Pandras’ in Deschamps’ Ballade for Chaucer,” *The Chaucer Review* 9.4 (1975): 327–36.

⁸³ Cannon, “Chaucer and Rape: Uncertainty’s Certainties,” in *Representing Rape in Medieval and Early Modern Literature*, ed. Elizabeth Robertson and Christine M. Rose (New York: Palgrave, 2001), 257.

⁸⁴ The list of scholars making this point is long, but the main contributions are Aers; Jill Mann, “Troilus’ Swoon,” *The Chaucer Review* 14.4 (1980): 319–35; John V. Fleming, “Deiphoebus Betrayed: Virgilian Decorum, Chaucerian Feminism,” *The Chaucer Review* 21.2 (1986): 182–99; Dinshaw, 28–64; Louise O. Fradenburg, “‘Our Owen Wo to Drynke’: Loss, Gender and Chivalry in *Troilus and Criseyde*,” in *Chaucer’s Troilus and Criseyde: “Subgit to Alle Poesye”: Essays in Criticism*, ed. Catherine S. Cox (Binghamton: Center for Medieval and Early Renaissance Studies, 1992), 88–106; Cannon, “Chaucer and Rape”; and Elizabeth Robertson, “Public Bodies and Psychic Domains: Rape, Consent, and Female Subjectivity in Geoffrey Chaucer’s *Troilus and Criseyde*,” in *Representing Rape*, 281–310.

⁸⁵ Fradenburg, 99; Cannon, “Chaucer and Rape,” 264.

⁸⁶ Cannon, “Chaucer and Rape,” 264.

⁸⁷ See Thomas, 267–68, Roll A 23, m. 5b.

⁸⁸ Edmund’s youngest brother was called Thomas; see Crow and Olson, 296.

⁸⁹ A John Barbour of Newynton was also sued by Robert de Bredegare (of Kent) for debt in 1381 Michaelmas (CP 40/483, m. 398d.).

⁹⁰ All legal cases were adjourned until Michaelmas term by a writ of 15 June; see W. M. Ormrod, “The Peasants’ Revolt and the Government of England,” *The Journal of British Studies* 29.1 (1990): 1–30, esp. 8.