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RESEARCH ARTICLE

Partnership among peasants: rural England, 1270–1520

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Abstract

Historians of medieval society tend to emphasise the roles of either individual peasants or the village community. They also debate the importance of the market in the peasant economy. Here the focus is on partnership, defined as two or more people pursuing common objectives in a mutual co-operative relationship. Peasants sometimes held land jointly, and new land might be cleared by two or more people. Pairs of peasants regularly took on paid work. It is argued that a likely explanation for occasional flurries of litigation was a breakdown of partnerships. The multiple legal disputes suggest the range of collaborative activities undertaken by peasants, from domestic bread making to the management of pastures. Partnerships may have contributed to the resilience of peasant holdings, especially in the period 1370–1420. Local courts and communities responded with peace-making measures if former partners lapsed into extreme hostility.

The formation and dissolution of partnerships between English medieval peasants is not a theme that has been singled out for discussion by historians, yet co-operative and collaborative relationships in general have been identified within the village community. The government of the village regulated husbandry, especially through bye-laws, and attempted to control anti-social behaviour.[1] Groups of peasants held meetings, agreed on actions and gathered funds, enabling roads to be maintained, bridges mended, churches built, and fraternities formed.[2] The village community attracted the interest of scholars before 1965, but since then the systematic study of the abundant records of manorial courts shifted the focus to individual holdings, the peasant family and demography.[3] The pioneers of the analysis of court rolls selected the procedure for appointing pledges in the court, which linked people who were acquiring land or taking on some responsibility, with pledges who were acting as their guarantors. At Holywell-cum-Needingworth (Huntingdonshire) a total of 141 pledging arrangements were recorded between 1288 and 1339.[4] The large number of pledges suggested a cohesive community practising mutual support, but some of the patterns observed at Holywell and other villages could have arisen from elitism and social stratification within the village.[5] Some individuals acted as pledges many times, reflecting their high standing,

and the leading villagers formed a group who pledged each other. In 1310–1325, at Halesowen from a total of 1,868 'interactions' between people (most of them pledging arrangements) a quarter involved family members, and a fifth brought neighbours together, but the majority of pledges were not living near those for whom they were responsible, nor related to them.[6] Pledging became less frequent after 1350, which has been seen as a sign of declining levels of social support, though this was not the only explanation for the trend, and in other ways communities could remain active.[7]

Small-scale studies of individuals and groups can reveal self-interested relationships designed to favour the leading peasants. Richard Smith's study of the Suffolk village of Redgrave showed that individuals were bound up with family and kin, but had dealings with non-relatives, for example by establishing patron-client relations between better-off tenants and smallholders. These were for the convenience of those with larger holdings and higher status.[8] Phillipp Schofield, who discovered a bitter conflict between leading villagers at Hinderclay (Suffolk), later developed a view that communities did not act cohesively in times of harvest failure around 1300, and the better-off did little to help the smallholders.[9] Scepticism has been expressed regarding the idea that the village was in some sense a corporate body and can be regarded as a collective; instead modern analyses emphasise the self-serving role of individuals.[10]

Some historians have sought to maintain a balance between giving proper credit to the role of individuals, and a recognition of the importance of neighbours working together and protecting common interests. Angus Winchester has shown the significance on the northern hills of good neighbours accepting mutual obligations, so that no-one was 'perfect master on his own ground'.[11] The judicious view of Edward Miller was 'that the communal capacity [for common action] as well as the force of lordship and the bonds of family provide a part of the framework within which the farmers of the late middle ages cultivated their land'.[12] Relationships between peasant households have attracted historians' interest, and Rodney Hilton notably commented on the need for peasants to engage in bilateral arrangements – most of them for pay – in providing pasture for livestock, hiring each other to do carting and ploughing work, lending tools and leasing land.[13] Though focussing on kinship and family, Zvi Razi noticed that families who were not connected by kinship could work together for the advantage of both. His most striking example from the Halesowen records was that of the Squiere and atte Lyche families who were 'inter-related by marriage' and in the late fourteenth century leased land together and co-operated closely in running their profitable farms.[14]

The debate about the cohesion of the village community, and the extent to which individuals or social elites acted out of self-interest, underpins our understanding of the importance of the market in the peasant economy. If it was a common practice for peasants to work together, share meadows and woods, and co-operate in providing community assets such as roads, they were operating together outside the market. Alternatively, they could maximise their profits as individuals by keeping more animals than custom allowed, excluding neighbours' livestock from enclosed pastures, and exploiting the labour of cottagers and landless people.[15]

In the context of these historical enquiries into communities, individuals and the market, this article pursues the evidence from many sources that on occasion two

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peasants, occasionally more, joined forces in working the land and managing their assets. The scope of the enquiry is confined to the west midland region, defined as the historic counties of Gloucestershire, Warwickshire and Worcestershire, chosen mainly because the author is familiar with the local archives. The region has the merit of being well-documented and having a variety of landscapes and social structures which resemble much of lowland England and parts of the near continent.[16]

1. Definitions and characteristics of partnership, especially in commerce

'Partnership' lacks an exact meaning in modern writing, and was no more precisely defined in the past, but we can indicate some essential characteristics. In the modern commercial world, the parties who join together might agree on some 'rules of engagement' under which two people or two organisations (or more than two) are able to pursue common objectives, and share resources, risks and benefits. A partnership has the advantage of bringing together people with complementary skills, and their resources will be increased if both contribute capital. An ideal modern partnership is based on a mutual, not a hierarchical relationship, practising co-operation, working together, and sharing assets, in order to achieve agreed goals. Co-operation is an alternative in modern commerce to competition and can give partners the strength and expertise to match the performance of others.[17] Commentators agree that the success of a partnership depends not on strict rules, but on good will, respect, openness and trust. However, the great weakness of the relationship lies in the need to reconcile the self-interest of the parties with their joint enterprise. That balance is difficult to maintain, so an element of discord is built into partnerships, and they are liable to end in conflict.[18]

In the Middle Ages, the best-known partnerships were those arranged between merchants conducting long-distance trade, for which the most abundant evidence comes from southern Europe and especially Italy. By a *commenda* contract a sedentary merchant provided a cargo and capital, and his partner travelled with the goods and arranged their sale. The proceeds were divided between them, with the sedentary merchant gaining the largest share.[19] The *commenda* was practised in England, for example by merchants in the fourteenth and fifteenth centuries based in Bristol (on the edge of the region selected for this study), when trading with Spain.[20] In his authoritative study of trade partnerships Michael Postan made the point that the exact terms of the contracts are often uncertain, because our knowledge depends on litigation resulting from some breakdown in the partnership.[21] A detailed record of a partnership in 1304 between John Chigwell and William de Flete of London in which they pooled cargos including wine, beans and salt has survived because the deal ended in acrimony, which had to be resolved in the courts.[22] A great gulf might seem to separate the arrangements made by rich merchants trading valuable commodities across the seas and the small-scale, low-key and local world of peasants, though the two spheres of activity were sometimes connected, for example when Bristol traders bought agricultural produce from nearby villages.[23] Also a rare glimpse of a possible small-scale *commenda* contract appears in the manorial court of Chaceley (Gloucestershire), very near to the river Severn, a major trade route, in 1384. Richard Pall was pursuing Thomas Bartelot in

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a plea of debt. He claimed 2s. 6d. 'from a certain sum of money possessed between them for trading'. Thomas was withholding Richard's share, which he claimed together with 12d. in damages.[24] This is the type of evidence extracted from litigation that is examined below (see section 3).

Three conclusions emerge from this initial examination of the meaning and practice of partnership in general. Firstly, the term has certain agreed characteristics, but cannot be precisely defined. Secondly, the relationships were fragile and liable to dissolve after a time. Thirdly, the court cases arising from the partnerships' failure give only an incomplete picture. Readers should not expect to find that medieval partnerships can be revealed in their entirety from our very imperfect sources.

2. Potential partnerships in landholding and employment

In this section such matters as joint tenancy and collaboration in employment contracts are used to suggest possible partnership arrangements, though in most cases the records tantalise us with hints rather than firm assurances. The first examples are of tenants holding land together, which at first glance suggests a co-operative relationship in which rent payments, work on the land, and outputs were shared, but when we find detailed evidence the two tenants were managing the land as separate holdings, and only occasionally when an elderly tenant was in the process of passing the holding to a successor, can we detect elements of partnership.

Two or more people were sometimes named as tenants of a piece of land. In listing tenants, the Hundred Roll surveys of 1279 for Warwickshire often give two names, such as Richard Rogge and Roger Campyoun holding a yardland (about thirty acres) at Wellesbourne Mountford.[25] In a sample of a dozen villages in Kineton Hundred in Warwickshire in 1279, of the 446 tenants with land in a dozen villages, 112 were holding jointly.[26] However, the possibility of shared holdings can sometimes be checked against other sources, so that the eight yardlands at Chadshunt recorded as being held by sixteen tenants can be shown from a survey made twenty years later by the lord, the bishop of Coventry and Lichfield, to have been sixteen separate half-yardland holdings.[27] Perhaps pairs of brothers, or a brother and sister, shared land after they had inherited it? At Cleeve Prior (Worcestershire) in 1351, Thomas de Yardley, described as 'poor and incapable', surrendered his yardland for use by his brother and sister, Richard and Agnes. The lord granted them a half-yardland each, so the holding was immediately divided.[28]

In most cases holdings recorded as in the hands of two people were in practice held separately. Exceptions can be found, notably at Twyning (Gloucestershire) where in 1405 a yardland and half-yardland were said to have been once held by William Byrch and William Sowle 'together' (*conjunctim*), and the same word was used in the same year at Long Marston (Warwickshire) when Richard Thomes and Thomas Campedene were recorded as former joint tenants of a yardland.[29] Possible circumstances for such an arrangement can be found at Hazleton (Gloucestershire) in 1341, when Robert Treweman surrendered a yardland, and took it back to be held *conjunctim* by Robert, his daughter Matilda, and Richard Pecker. Presumably Matilda and Richard were to marry, as they took on the

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responsibility of paying the rent, and Robert was probably on the verge of retiring.[30] Perhaps they lived together, and all contributed to work on the land. Co-residence was made explicit in the agreement made in the same year at Stanton (Gloucestershire) by Henry Broun, who gave the lord a fine to secure his eventual tenancy of a half yardland held by John and Joan Hewes, an ageing couple. All three would live in the same house, and their goods and chattels would be shared and 'not divided'. If John Hewes died before Joan, she would then move into a small house on the holding, and eventually Broun would become the sole tenant and would keep the chattels.[31] Both Henry Broun and Richard Pecker were taking on responsibilities for working on the holding and participating in its management, as well as gaining their living and eventual tenancy.

The Treweman and Hewes narratives were elaborate versions of the maintenance contracts which were commonplace episodes in the peasant life cycle.[32] However, the normal agreement transferred the holdings of a tenant wishing to retire to younger successors, and promised to provide food for the retired person, or alternatively access to small amounts of land. A complicated agreement at Elmley Castle in 1453 came near to sharing a holding. Thomas Hunte was a well-established elderly tenant of a half-yardland. William Hamond acquired the reversion of the holding, paying a fine of 6s. 8d. to the lord to receive the land when Hunte died or surrendered. The two men then made an elaborate division which was registered in the manorial court, perhaps as a precaution to ensure that the agreement would be kept.[33] They were not social equals: Hamond served regularly on the jury of the manor court, but Hunte worked for wages on hedging, roofing and carrying foodstuffs for the lord of the manor. The arrangement divided the holding and its assets: the house was to be rebuilt, with Hamond paying for the hall and a large chamber, and Hunte took responsibility for the roof and walls. Thomas was allocated a share of the barn, stable and garden, with 2 acres of land so he could grow some crops, store them, and keep a horse. Hamond was taking over as tenant, with the use of 13 acres of land, and would occupy most of the house. Hunte may have lived in the chamber, or perhaps the kitchen which was also assigned to him (in some medieval houses a free-standing building) could be converted into a dwelling.[34] They were not working the land together, but they had to cooperate and coordinate their activities, which comes quite near to a partnership with agreed roles for the two parties.

Mills were often held by joint tenants, and they would have involved partnerships of a specialised kind. John Straynbow and John Muleward had a long-standing connection to the water mill at Cleeve Prior. Both men had some responsibility for the mill in 1378, and Straynbow may have taken over as 'millward' in that year. Judging from his name Muleward had a long-term connection with operating mills. Both held land in Cleeve, at least a half-yardland in each case, and could be described as peasant millers. Like many mills at this time, Cleeve's was beset by problems of maintenance, and in 1389 Straynbow was reported in the manor court for neglecting both the mill and its pond. When Straynbow and Muleward joined forces as tenants in 1390 they already had experience of managing Cleeve mill, and they were tackling technical problems, as is apparent from their four-year lease which obliged them to carry out repairs. Two years later it was revealed that Straynbow was paying wages to Muleward – he owed him 6s.

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8d. – so the latter was apparently the junior partner who did the work at the mill, and could have had the specialist technical knowledge to deal with the management of the flow of water and the construction of milling machinery.[35] The arrangement recalls the *commenda* contracts which brought together a merchant with capital while another applied trading skills, though in this case Straynbow appears not to have had enough capital, or at least was not willing to invest it. In 1396, a new tenant took over the mill which still needed repair.

A close parallel is found in the partnership formed in 1315 for the tenancy of the mill at Newnham on the river Teme. Hugh, son of Richard de la Hulle, came from Broadwas, a village eleven miles from Newnham, so he was an absentee, perhaps looking for an opportunity to invest. He arranged for Roger le Horsman to be a 'participant' in the mill, as he seems to have had technical expertise and was given the task of repairing the sluices. The profits were to be shared equally, and they sealed their agreement with 'a corporeal oath', so this was a binding formal contract, a rarity in the rural world.[36]

The subletting of holdings meant that parties were to some degree sharing the land. A tenant seeking permission from the lord for subletting might indicate whether tenant or subtenant was responsible for paying the rent, and sometimes gave other details. At Alveston (Warwickshire) in 1326 Henry de Maddeley was subletting a quarter yardland holding (around seven acres) for a term of thirteen years to John Faux. Faux was to cultivate the land, maintain the buildings and pay the rent to the lord. Maddeley would receive a quarter of the crop and pay 20d. to Faux towards the expense of the harvest. The purpose of the deal was to give Maddeley a profit rather like the sedentary merchant in a *commenda* contract, while the active worker was being given at least a small opportunity to gain some benefits.[37]

The subtenant notoriously could be exploited. Robert Rolpes of Moor sublet his land in a bad harvest year, 1315, and the rent (as in the Alveston case) was a champart, that is a share of the crop, but in this case a half. The subtenants agreed to do the labour services of ploughing and sowing due to the lord, with Rolpes paying the other 'services and customs'. The fine of 5s. paid to the lord for the licence to sublet was also shared unequally, with Rolpes paying 2s. and the subtenants the remainder. The subtenants, Cristina atte Nassh and Cristina Haukenes, apparently single women, were taking on some hard work of the cultivation for limited rewards.[38] They were scarcely in partnership with Rolpes but they may well have been in partnership with one another.[39] Another one-sided subletting of land at Thornbury (Gloucestershire) in 1337 compelled the subtenant to manure the land and sow it with wheat, and then to share the crop.[40]

Before leaving the theme of joint tenancy, so far the discussion has dealt with two tenants having stakes in a single holding, a complete yardland or a half or quarter of that unit. Pairs of tenants might commonly take on together extra pieces of land as joint ventures, such as a large demesne meadow at Blackwell (Warwickshire) for a rent of 60s in 1458.[41] The parties to this arrangement had their own holdings which were their main source of a living – the leased assets were additional to these. The advantage of coming together to take on extra land would be raising the money to pay the substantial rent and for covering the costs of fencing and ditching.

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Two or more people could join together as employees, which became more apparent in the fifteenth century when financial accounts named those receiving wages. At Baddesley Clinton (Warwickshire) between 1442 and 1457 some jobs were carried out by teams of workers, such as David Walsheman and his associates who took on ditching work, and Walter Toky and four helpers making fences. Some tasks were especially well-suited to pairs of workers, such as harvesting, when one person cut the corn and another made sheaves. The Justices of the Peace who were enforcing the labour laws in the late fourteenth century also dealt with harvest workers two at a time.[42] Husbands and wives might take on the work, but at Baddesley Clinton pairs of men were paid for this task, like Benedict Cairns and Davy Dyker. Cutting firewood was another job done by two workers, such as Robert Laurence and Walter Toky, with one cutting the underwood with a bill, and the other binding the *kiddes* (bundles), as many as 1,500 in one contract. Thomas Ive and John Hukyns spread muck using a cart, and John Ive and Simon Harper operated a heavy wain to carry building timber.[43] Some of these men may have been landless labourers, for example David Walshemon and Davy Dyker who belonged to a group of itinerant Welsh labourers specialising in earth moving, but the names of Hukyns, Ive and Toky appear in records of land holding in the vicinity and most of those named were probably peasants working part-time for wages. These pairs of workers making agreements with employers and each other could be regarded as partners because they worked together and shared in the use of assets such as a vehicle. They agreed on their pay and had an agreed objective in completing the task and taking the money. A hierarchy was sometimes involved, however, as the owner of a wain, for example, was more significant than his assistant.

Peasants found it especially advantageous to act together when clearing new land, which in royal forests could lead to them being reported as offenders in the king's court. Many of those responsible for assarts (land converted from woodland or wasteland for agricultural production, often in small parcels of an acre or two), were named as individuals, but a minority of the assarts were associated with two or more people. In Feckenham Forest in the 1240s at least seventy assarts or purprestures (enclosures from the waste) were listed, of which six were held by two people, two by three, and one by five. In 1270, twenty-nine new assarts were reported, mainly by individuals, but three were held by two tenants and one each by three, four and six.[44] The pairs or groups of people named in the court records presumably each received part of the land or shared in the proceeds in some way.

3. Partnerships revealed by litigation

Most partnerships were not formally documented through records of joint tenancy in surveys, rentals and court records, but were based on personal understandings, and oral or even unspoken agreements, without payments of money. We learn about them from litigation which sheds indirect light on relationships that had once existed. The manorial court records, our principal guides to the workings of English peasant society, are not well suited for investigating harmonious and supportive relationships. The courts were preoccupied with such problems as

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reconciling the interests of arable and pastoral farming, balancing private interests with common assets, and settling disputes. In consequence court business gives an impression of village society divided over such issues as gleaning, controlling livestock and managing enclosures. The lens through which we see peasant relationships in constant conflict can have some of its optical distortions corrected to make visible a world in which co-operations between individuals and households, though imperfect, gave people mutual advantages as they shared assets and worked together. Such an interpretation is bound to be tentative given the nature of the evidence. The richest sources for exploring relationships are the numerous records of litigation, of which an example has already been cited as a contract resembling a *commenda*. Many hundreds of pieces of litigation can be found in the records of west midland courts used in this study, especially in the years before about 1420. During the fifteenth century they fade from the business of the manorial courts, not because everyone carried out their obligations, but because differences were settled by other means. While they were being brought before the court, the litigation provides valuable evidence for the contracts and agreements subsequently broken relating to such matters as employment, sales of animals or goods, loans, or leasing of livestock.

The pleas of trespass, debt and broken contract usually stand alone, giving an impression of a society of independent individuals each separately buying a cow or arranging for the ploughing of a field. Particularly when the two parties came from different villages which could be some distance apart, the individuals were likely to have been merely acquaintances, or even strangers.[45] Some of the interactions leading to litigation may have been part of long-term relationships which normally worked smoothly, but occasionally led to disagreements which required a court settlement. Here we are focussing on a small number of episodes when in flurries of litigation peasants bombarded one another with claims, accusations and counter accusations, complaining of depredation by animals, failure to carry out promised tasks, implements not returned and much else. They were obviously exaggerated, but this should not prevent us from taking them seriously.

An example of multiple litigation arose when John Cockes and Thomas Jones, both of Wolverley, had a serious falling out in 1389, which reveals a variety of issues, but with an underlying theme. Cockes, acting on behalf of his wife, claimed that Jones owed her a bushel and a half of rye (the principal bread corn in Wolverley), together with damages of 4d. Was this a straightforward sale of grain, or had she earned the grain in wages? Most likely she was baking bread for Jones, and he had provided the rye on the understanding that she would supply him with loaves. The quantity of rye specified would have fed the Jones family for a week or two. In a number of other simultaneous disputes Jones was expected by Cockes (acting on his own behalf) to pay damages for a succession of offences committed by his animals. His horse destroyed drage (barley and oats mixed), probably by entering a field where the corn was growing, though not much grain had been lost, as the damages amounted to 6d. His pigs had harmed a meadow (by their rooting, presumably), and Cockes brought up an incident sixteen years before when six oxen caused apparent havoc in a meadow resulting in damages claimed at 10s. Thomas Jones responded with the allegation that the rampages of the pigs and oxen arose from Cockes's inadequate fencing of his close, though he

was perhaps deficient in the same way, as he claimed that Cockes (with others) had allowed beasts to destroy meadow which lay in a close to the value of 20s. Cockes also complained that a meadow had been harmed when Jones diverted a water course.[46]

This example suggests at first sight a multi-stranded neighbourly quarrel, escalating into a feud, arising from accidents and carelessness. All medieval peasants were growing crops, mowing hay and grazing animals; they observed rules that allowed them to conduct their farming while respecting the interests of neighbours, but the number and intensity of the exchanges of accusations could have arisen when two tenants were managing their holdings in close alignment. Reading between the lines of the legal proceedings, the two men had been in collaborative association for many years, and a common thread that links their various grievances was the management and grazing of meadow land. At least part of their relationship had been their shared tenancy or occupation of a meadow or meadows, with water courses that needed to be maintained, hence the incident when the line of a ditch had been changed. Some of the trespasses had occurred when animals, as was the normal custom, were allowed to graze after the hay had been cut and carried. The rehearsal of a grievance arising from incursions by oxen in 1373 suggests that when an alliance broke down, an offence which had passed without too deep a rift when they were working together could be revived with an absurdly high price attached.

The Cockes-Jones case raises a number of pointers to the character of their previously harmonious relationship. This was not a single incident but arose from a wide range of activities, including cultivation of drage, keeping of pigs, a horse, oxen and other cattle, managing a meadow, and baking bread. The disputes reveal the close encounters between the two holdings and their produce in different places and times. As well as the general impression of the two tenants and their families impinging on one another through the seasons of the year, the reference to oxen trespassing sixteen years previously indicates the longer time span of their contacts. As would be normal in a peasant society, the economy of the household and that of the holding were closely connected, with a wife (and no doubt the younger generation also) participating in work on the land and in the domestic space.[47] As decisions had to be made about such matters as the draining of the meadow, one supposes discussions and plans of action being agreed, so the two holdings were not just following the usual routines of the agricultural year.

Cockes and Jones left few precise indications that they had once been partners, but we cannot ask too much of the evidence from the period. Thinking of our definition of partnership, hints can be detected for the sharing of resources, risks and benefits, with a good deal of co-operation. Their common objectives would be those attributed to all peasants – at the very least to meet their obligations, achieve domestic sustainability, and accumulate a small surplus. They seem to have trusted one another, perhaps for sixteen years or longer, but self-interest triumphed ultimately over co-operation, as tended to happen in partnerships in all periods.

The Cockes–Jones litigation is one of twenty-one examples of multiple disputes which have been selected for analysis. They have been picked out because their tit-for-tat accusations suggest previous more harmonious collaboration in a number of activities. The cumulative total of 145 complaints amount to a mean of about

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seven complaints in each case, with a maximum of thirteen allegations in a single multiple exchange of litigation. The twenty-one cases have not emerged from a dataset with the aid of an algorithm but have been extracted after the author has laboriously assembled transcripts from manor court records from more than fifty manors in the region. They are no more than specimens, designed to represent a type, chosen by human observation on a case-by-case basis (Table 1).[48]

The use of court records requires imaginative interpretation of indirect evidence. In the higher courts dealing with felonies, those accused of homicide regularly claimed that they were the victims of an attack, and when prevented from fleeing by walls, hedges, ditches and similar, had no choice but to turn and use a weapon against their assailant.[49] Modern readers may wonder at the willingness of juries to believe unlikely stories that reversed the roles of victim and aggressor, allowing murderers to be acquitted on the grounds of self-defence. Although stories of straying cows and borrowed tools are less dramatic, they must also be read critically, allowing the origins of the quarrels and injustices to be seen as distorted reflections of former alliances and collaborations.

The litigation in the court at Mathon in 1380 between John Soutere and William Broun is worth a detailed examination. The salvo began with the court collecting an amercement (a small fine to gain mercy) from Broun of 2d. for making a false claim in a plea of trespass, probably in a previous court. Later Soutere was amerced 2d. for a false claim against Broun. Soutere then alleged in a plea of trespass against Broun, in which Broun's oxen were supposed to have grazed on Soutere's wheat, causing damage of 4s.8d. Broun admitted the offence, but disputed the assessment of damages, with which the court agreed, lowering the value to 2d. This can be interpreted to mean that instead of the destruction of an acre of wheat, an ox was thought to have consumed a few mouthfuls. Broun countered with a claim of oats being destroyed by Soutere's cattle, which neighbours had valued at 10d., and Soutere admitted the offence, but was amerced for not paying the money. Broun brought another plea of trespass that related to the previous year when Soutere's cattle ate Broun's grass, said to be worth 3s. Soutere admitted the trespass, but again the damages were reduced to 6d. A plea of broken contract arose from Soutere agreeing to mend Broun's fences but failing to do so. Damages of 2d. were levied, rather than the 6d. claimed. All of this looks petty, and the accusations involved so little damage that they seem contrived. However, the breakdown of relations went so far that in another plea of trespass William Broun accused John Soutere of assaulting, beating and wounding him, for which he expected 3s. 4d. damages. This looks very serious, except that the jury found that the damages should be 6d., so the injuries were scarcely life-threatening – a black eye or a buffet from a stick perhaps? The rather trivial offences make the pleas seem symbolic in character. Even the description of violence was borrowing a standard phrase used in the common law courts. The incursions by the animals look like part of a daily routine which would normally have been accepted: one imagines the two herding their animals together, saving on the labour of supervision, and maximising the opportunities of finding good grazing, but sometimes losing control of strong-willed beasts. The fence-mending episode suggests that not long before they fell out they trusted one another and helped each other with routine tasks. One might even wonder if the former partners were clearing the air in court and expressing

Table 1. Occasions of dispute in 21 cases of multiple litigation, 1370–1507

Domestic	Personal	Access	Trespass (crops damaged)	Trespass (grass harmed)	Animals
3	16	2	47	18	12
Fences/ ditches	Grain	Chattels	Land/buildings	Wood/timber	Hay/straw/ thorns
8	12	15	3	5	4
Total	145				

Notes: Domestic: e.g. baking bread; Personal: e.g. employment, assault; Access: e.g. path closed; Trespass (crops): e.g. animals consume grain; Trespass (grass): e.g. animals invade pasture; Animals: e.g. horse borrowed and not returned; Fences: e.g. enclosure neglected, ditch diverted; Grain: e.g. wheat detained; Chattels: e.g. a saw detained; Land: e.g. rent not paid; Wood/timber: e.g. tree, thorns taken.
Sources: Cleeve Prior 1370, WCL E24; Mathon, 1380, WAM 21377; Broadway, 1383, TNA SC2/210/25; Mathon, 1383, WAM 21378; Mathon 1383, WAM 21379; Ombersley, 1387, WA ref. 705:56, BA 3910/39; Hallow, 1389, WCL E34; Wolverley, 1389, WCL E34; Cleeve Prior, 1390, WCL E35; Eldersfield, 1392, WA ref.705: 134, BA1531/69B; Wolverley, 1397, WCL E39; Wolverley, 1399, WCL E40; Chaddesley Corbett, 1401, SCLA, DR5 2747; Tibberton, 1413, WCL E46; Ombersley 1416, WA ref. 705:56, BA 3910/24; Stoke Gifford, 1423, GA 2700, Badminton muniments, MJ11/1/2; Cleeve Prior, 1443, WCL E58; Ombersley, 1465, WA ref. 705:56, BA 3910/27 (xx); Stoneleigh, 1492, SCLA DR18/31; Ombersley, 1507, WA ref. 705:56, BA 3910/22 (xii).

their annoyance before resuming their co-operation, having both learned lessons.[50] Or perhaps they were under pressure from their neighbours to bring their differences to a conclusion: courts were expected to maintain good order after all.

Occasionally the exchange of pleas seems to have some coherence, and we can observe a specific context by piecing together the successive legal claims. Two episodes of litigation in particular have a strong emphasis on practical farming. John Walker of Ombersley in 1465 had sold a croft to Thomas Baker, but he complained that Baker had broken the contract by not paying 3s. 4d. owed. If the sum of money quoted was the full purchase price, the croft (an enclosed parcel of land) was very small indeed, but perhaps 'sold' meant 'leased' in which case the sum quoted was the annual rent for a few acres. Baker had bought or borrowed a horse and its bridle from Walker, for which a sum of 12s. was owed. Baker was more than a smallholder, as he had asked Walker to sell two of his oxen but was dissatisfied when Walker did not hand over the full price and owed him 16d. These disagreements seem to be revealing two substantial cultivators who were working together but who failed to reach a full understanding of their mutual obligations.[51] A rather similar pair of agrarian collaborators, based at Stoneleigh (Warwickshire), John Hall of Finham and Thomas Parys, had a succession of dealings over a ten-year period. They rented land to each other, with Hall granting an acre to Parys for three years, while Parys gave Hall access to leys (uncultivated arable). Parys's calves had been pastured on Hall's land. Hall had bought two horses from Parys, and owed him 4s. for barley and wheat, though we do not know if this had been a sale, loan, or an estimation of damaged crops. Hall also acquired from Parys a vat, a large vessel for brewing. Their litigation suggests that they had exchanged land, animals, crops and equipment in quite a close relationship. Their transactions may in general have worked more smoothly, because we only know about matters giving rise to complaint.[52]

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A perspective on partnership arises from comparing the procedure normally known to contemporaries as the reckoning or counter with the outburst of pleas between peasants. The reckoning was an accounting device by which two individuals who had exchanged goods and services, worked for each other, or acted together in business enterprises, would, after a number of years of co-operation without payment (on the basis that most debts were settled by some reciprocal transfer of goods or labour) review the balance between them and arrive at the conclusion that one owed money to the other.[53] This practice seems to resemble the claims and counterclaims that might bring a complex relationship to a close, with each claim cancelling the other. This seems to be the explanation for the litigation between William Jugement and Thomas atte Yate of Cleeve Prior. They were coming to the end of their long-running relationship in 1443. Both parties came from well-established village families, but they belonged to different generations. Thomas atte Yate was giving up his land-holding career and, in the same year as the flurry of litigation, he surrendered his holding of two yardlands and at least twelve acres of land. Thomas's wife had apparently died or was incapacitated judging from his engagement of the services of Joan, William Jugement's wife, to bake bread and brew ale for Thomas. William Jugement was active in the land market, keeping pigs, brewing (his wife's activity no doubt), and other enterprises. The two households were settling up their various exchanges. Joan Jugement required a payment of 3s. 4d. for her domestic services. Over the years William and Thomas had borrowed various pieces of equipment and now was the time to return them – Jugement had borrowed a handsaw and a horse lock from Thomas atte Yate; atte Yate had on loan a pair of traces from Jugement. They both had on their consciences wrongs done to the other: atte Yate's dogs had killed a goose belonging to Jugement, while Jugement was detaining 3 hops of wheat worth 9d.[54] In the procedure of the reckoning, each sum owed would be totalled and presented alongside the other household's obligations, and if one was found to be in deficit, the sum would have to be paid in a final settlement. Perhaps in our example animosities prevented the parties from using the reckoning process, so they resorted to the court to bring matters to a conclusion.

A final example suggests that the litigation did not always make the quarrels worse, or humiliate one of the parties, but had a potential to restore constructive relations. A clergyman, Thomas Lyly, vicar of Stoke Gifford (Gloucestershire), became embroiled in pleas of trespass with John Perne in 1423–1424.[55] Lyly of course had a special status, but agriculture brought him a considerable income as he kept fifty sheep and five cows, resembling the livestock of the better-off peasants in the village. The number of breaches of enclosures, letting cattle and sheep into closes, destruction of herbage, and carrying off straw and hay suggest the normal routines of farming presented as if they were offences committed against one another. As with the inter-peasant cases, the vicar and the peasant appear to have worked together for a considerable time, as they were recalling events as far back as 1414–1415, but they had lost patience with one another and went to court. After beginning litigation, they may have gone some way to repairing their relationship because Lyly told the manor court that 'they were agreed concerning the said trespasses' as if the problem would be solved with payments of money. As usual the long-term outcome is not recorded, but Lyly continued to keep

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livestock without further friction with Perne, so it is possible that the multiple pleas of trespass helped to draw a line under the disagreements.

4. Litigation anatomised

Enough examples from the twenty-one cases have been given to indicate the tentative basis for identifying them as evidence for former partnerships. The groups of conflicting pleas should not be dismissed as emotional outbursts, or the pursuit of irrational feuds. To complete the consideration of the evidence as a whole, some attention needs to be given to the groups of conflicting pleas, the remainder of the twenty-one, and bring into the discussion the more routine 'personal actions' which appear in the court records as individual cases, not part of groups. This section analyses the legal processes, and then focuses on trespasses by livestock, followed by borrowing and lending, including artisanal activities.

The litigants tended to be tenants of middling or large holdings, well-established in the community and experienced participants in the manor court. They had acquired a practical legal education from their court attendance, and if they needed advice, they may have been able to obtain it from another tenant who had developed a specialist expertise: the court roll mentions rarely that an attorney was speaking for a litigant. Pleas of trespass as reported in manor court records sometimes bore some resemblance to similar procedures in the common law courts, and that is only a single example of the influence of the higher courts on manorial courts.[56] We know that those with business before the court might consult professional lawyers, especially when conveying land, and towards the end of the period, but that level of professionalism was probably not necessary in this type of litigation.[57]

The procedure for bringing a case before the court followed set patterns and used the correct wording, with which the litigants were familiar. The first stage was for the plaint to be brought to the court, which was normally in the form of a plea of trespass, debt, detention of chattels, or broken contract, often followed by a claim for a sum of money in compensation and damages. The defendant responded by denying the offence, or by admitting his wrong-doing, but disputing the sum of money. The jury often decided which party was at fault and decided on the appropriate sum to be paid if the complaint was upheld. Other forms of verification might be used such as compurgation in which a group of neighbours, commonly four, six or eight in number, swore that the defendant was telling the truth. An alternative to the court making a judgement was for the parties to obtain a 'licence to agree' which would lead to an arbitration at a love day.[58] For modern readers litigation is an expensive and risky venture, to be avoided if possible and best left to billionaires and celebrities. However, this was not how legal action was viewed by medieval peasants who would routinely spend many hours and days of their lives in courts, and who regarded the courts as institutions over which they had some influence. The law formed part of the normal life of the village and was familiar and not necessarily threatening.[59]

Among the many pleas the most numerous complaint was that the other parties had committed trespasses because their animals had destroyed crops or a meadow or pasture, often because they had entered a field or a close. Hedges might have

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been broken or neglected to give them access. Occasionally the offender is said to have contributed to the invasion by driving livestock into a fenced area. If the language of the 'pleas of trespass' is accepted literally, medieval villages were regularly the scenes of violations of crofts and closes (sometimes gardens) as a result of animals unlawfully pushing through weak points in hedges or fences and consuming crops and grass. The owners of the enclosure, discovering the damage, sometimes forcefully expelled the animals, and calculated the cost that they would claim from the offender. Sums varied from 6d. to 15s., with 1s. 8d., 2s., or 3s. 4d. being most frequently encountered. Juries often reduced the sum from shillings to pence.

We must doubt if the animals were so destructive and were wandering so readily into prohibited spaces. In the real world they spent much time confined within their owners' closes, yards or housing or, if out in the fields, they were being supervised by herdsmen. Litigation is likely to have arisen from arrangements between animal owners, by which livestock were being sent to a neighbour to be pastured, in the expectation that the favour would be reciprocated. No payment need have been made if access to pasture was being shared and exchanged. Such informal arrangements would only appear in the records when the amicable agreements went wrong and owners could be accused of allowing their beasts to cause damage. Small-scale errors or occasional lapses would be accepted if the partnership seemed to be working well, but if one or both parties decided that co-operation was no longer advantageous, previous incidents could be the subject of claims and counter claims. More generally in the village as a whole, minor breaches of the rules and petty trespasses could be tolerated, or damage quietly compensated, which would be invisible in the records. The trespass complaints might be the visible side of livestock management in which there were many agreements and accommodations, hidden from us because they worked successfully.

A precisely located plea of trespass involving livestock features among the sample of twenty-one, in which Simon Doclyng was alleged at Ombersley to have destroyed two doors of a sheepcote belonging to Richard Burton in 1507.[60] This could be read as an act of vandalism, or perhaps theft, except it appears in the context of many disputes between the two men over oxen pasturing in an enclosure, destruction of barley and oats, and a tree being carried off. The most likely explanation is that Doclyng and Burton had agreed to share the sheepcote or that Burton had lent the use of it to Doclyng, and some accident or negligence had led to the damage to the doors. The use of the word destruction is typical of the exaggeration designed to impress the court with the heinous nature of the offence, and to justify a high claim for damages.

A frequently encountered practice of mutual aid between neighbours was the borrowing and lending of tools, equipment and utensils. This is often the occasion for a single plea of detained chattels between two parties, but such disputed loans can appear among a group of pleas of trespass and debt. Richard Fysher of Cleeve Prior faced complaints from John de Alvechurch in 1370 that he was an unreliable borrower, who was lent a harrow (which he destroyed), a yoke (which he broke), a scythe (which he mislaid) and two iron *cherles* (which he detained).[61] An iron fork and a weeding hook worth 12d. were lent to Thomas Alysannder of Ombersley, and the largest item among the sample of twenty-one cases was the vat worth 1s. 8d. that was not returned at Stoneleigh.[62] These loans suggested to Hilton that there

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could have been a neighbourly dimension to the peasant economy.[63] Anyone who lacked a specialist item like a handsaw for a specific job, or who needed a vat to brew extra ale for a wedding, could overcome the problem thanks to the good will of neighbours operating informal mutual aid where everyone was both a borrower and lender. Presumably partners tended to make loans to each other, having expectations that the items would be treated well and returned.

Borrowed tools could feature when partners were collaborating as part-time artisans. At Wolverley in 1397, a file and saw were lent by Thomas Godyer to John Sebright. Godyer was said to have been contracted to do some sawing of timber for Thomas Sebright, apparently doing the work with John Sebright (a large medieval saw needed two men to operate it).[64] So this was a case of working together when the job required, like the workers at Baddesley Clinton cutting wood to make faggots. Thomas Sebright also used a wain and a team of oxen in transporting timber and broke Godyer's fences. The two Wolverley men evidently pursued dual occupations because they combined cutting and carrying timber with agriculture. Their farming partnership is revealed because the Sebrights and Godyer had also brought pleas of trespass against each other over damage to corn and rye by geese, pigs, oxen, cows and horses.

5. Partnership and peacekeeping

A striking example of reciprocal litigation gives an opportunity to sum up this type of evidence, and to demonstrate a double paradox: conflict tells us about positive co-operative relationships, and the hostilities between former partners encouraged village society to develop peace-making mechanisms. At a court held by Worcester Cathedral Priory at Tibberton (Worcestershire) on 31 January 1413 much time was taken by two litigants, John Frensche and John Tandy. Frensche brought eight pleas against Tandy, and Tandy brought four against Frensche.[65] Tibberton lay near the frontier between the champion district of south-east Worcestershire and the woodland landscape in the rest of the county. It was a nucleated village, so the two are likely to have lived quite near to one another. Frensche was accused of making an unjust path through Tandy's corn, which suggests that their houses backed on to an open field, and Frensche like many tenants had a gate at the rear of his house plot opening into the fields. The two perhaps had originally amicably shared this access route.

Both practised mixed farming, along with all the other peasants in Tibberton, growing wheat, drage and pulses (peas and beans, though often just peas), while keeping cattle and pigs. Six of the complaints referred to the destruction of crops, for which animals were specifically blamed on two occasions ('he destroyed with pigs the pulse and drage of John Frensche'). Livestock were probably responsible four other times, but this was not specified ('he destroyed his wheat at Lynlond'). Peasants lived with a constant competition between arable and pasture, made more acute as the balance was being readjusted in favour of pasture in the late fourteenth and fifteenth centuries. The petty encroachments in the litigation must be seen against the backdrop of each community issuing bye-laws setting out limits on the number of animal that each tenant could keep, and the presentments to the manor court, sometimes based on the reports of the 'wardens of the harvest', reporting the invasion of common fields, meadows, pastures and woods by dozens, sometimes hundreds, of horses, cattle, sheep,

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pigs and geese. The problems reported by Frensche and Tandy are likely to have arisen from various stratagems that they devised to look after each other's livestock, to allow their partner's beasts and pigs into their closes. They seemed to have known the details of the location of the various pieces of land that made up their holdings, naming a few of them: Lampset, Hamnelmor, Lynlond and Alfortonfeld. Frensche was growing wheat 'near the gate of the demesne *curia*'. This familiarity with the lay out of the holdings suggested that they had ploughed and harvested together. Initially, as the arrangements seemed mutually beneficial, they tolerated mishaps and minor trespasses, but eventually their patience was exhausted, and their tempers frayed. The relationship between the two deteriorated until they fell to blows (or at least a blow), leading Frensche to allege in a plea of trespass that Tandy had struck him and injured a finger enabling him to claim damages of 39s. 11½d., the highest sum that the court could award.

The allegation of a violent outcome provides a sharp reminder that relationships which had a phase of collaboration could end in heated disputes. We have already seen in another of the sample of cases an assault on William Broun by John Soutere of Mathon.[66] These incidents confirm that amiable partnerships could be fragile and were built on insecure foundations, but the violence was neither frequent nor disabling. Just as the Mathon jury scaled down the valuation of William Broun's injury, so John Frensche's finger may not have been as catastrophically damaged as he claimed.

These quarrelsome incidents clearly disturbed those in authority and in particular the village community. To return to Tibberton, the disputants sought to settle nine of their claims through agreement. They were granted a 'licence to agree' by the court, and the expectation was that they would attend a 'love day' and obtain an arbitration by a neutral and respected figure. However, this seems not to have worked, and the court had to take strong measures to restore order and settle the bad blood between the troubled neighbours. Tandy and Frensche each found pledges 'to keep the peace': in fact, the same two pledges, John Webbe and William Wode guaranteed the good behaviour of both of them, and one suspects that they were not chosen by the parties but imposed by the court – Webbe and Wode were regarded as safe pairs of hands. The court put so much faith in these two peacekeepers that they were appointed with two others to act as arbiters, to investigate the causes of the hostilities and to put a stop to them. Tandy and Frensche were threatened with a penalty of 20s. if they did not accept the arbitration. The court used all of the authority it could muster to bring an end to the conflict. The two parties were reminded that it was the 'peace of the lord king' that should be maintained, and that their quarrel had not just been with each other, but with the 'people of the lord king'. They posed a threat to public order and should mend their ways. These words invoking the king's peace may well have been imposed by the lord's steward who presided over the court, as the lord would have been concerned to maintain social discipline in his manor, but the villagers would have been alarmed by the threat to the harmony of the community.[67]

The same methods of maintaining order used at Tibberton can be found more generally, beginning with the 'licence to agree' which was commonly adopted by quarrelling parties. One of the functions of the manorial court was to settle disputes and maintain peace. Outside our sample of twenty-one in rare extreme cases the court ordered (as at Newnham in 1389), that the two offenders 'henceforth should

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not quarrel maliciously and should desist from discord and dissension' under a penalty of 10s. (six weeks' wages for a skilled worker). At Blackwell in 1415 the contending pair had each to find three pledges to observe the peace and were threatened with the enormous penalty of £20 each.[68] The exchanges that we are examining began in co-operation, degenerated into contention, and then reached some type of settlement.

6. A chronology of partnership

Litigation can be observed in manor courts in our region from the earliest records in the 1270s, and restricted numbers of pleas of trespass can still be found round 1500. However, the concentration of contentions on which we have focussed belong mostly to the years between 1370 and 1423. The end date coincides with the tendency of all litigation to fade from the courts, which relates to the decline in the authority of manorial courts during the fifteenth century. The late fourteenth century date is worth considering as reflecting a real change in society. Multiple disputes were not confined in that period to the west midlands: two similar incidents of competitive pleas in Essex are dated to 1384 and the other to 1395–1396.[69] The decades after 1370 saw a distinct episode in the development of English rural society. Attempts have been made to divide the period into smaller subsections, but there is still validity in seeing the period as a new equilibrium. The shocks of the Black Death of 1349 and the 'second pestilence' of 1361–1362 had their effects, but such severe epidemics had ceased. The climate became more stable, leading to some good harvests. Larger holdings of land were forming and stabilising, meaning that in the west midlands a substantial minority of tenants held more than a yardland. Rents had been reduced, labour services had almost disappeared, and the numbers of serfs were in retreat. Peasants may have felt a growing self-confidence. However, the price of grain fell after 1375 and remained quite low, while cash wage rates reached quite a high plateau by the 1370s and 1380s, pushing up the costs of cultivation.[70]

The market had already in the thirteenth century extended its influence into all sections of rural society, as indicated by the widespread payment of rents in cash. Peasants produced for the market as well as their own subsistence, and they were acquiring money for consumption, encouraging urban growth. The litigation in the manor courts demonstrates the universal use of money – every animal, measure of grain, tool, piece of land, and task could be assigned a value. Even grass growing in a field, or a damaged finger, had a price tag, which could then be disputed in court. Ironically, the coins which were in everyone's minds were in short supply in the late fourteenth century.[71] Partnerships were formed against this background of values which were changing under pressure from the market. The market was telling peasants that their former emphasis on grain growing was no longer appropriate, and that they would have better prospects if they increased pastoral production, which offered higher prices and lower costs. Partnerships might have been a response to the new priorities, as animal management figures so prominently in the litigation. Partnership might also have involved work outside agriculture which could be rewarding. Co-operation, sharing pasture and working together offered

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to participants a means of reducing cash expenditure, almost as if they were taking steps towards entry into cashless exchanges and self-sufficiency.

Partnerships between peasants could well have existed for decades or even centuries before 1370. The incentives for pairs of peasants to work together were ever present in the agrarian world, and a specific example of this was demonstrated by the occasional joint ventures in clearing new land in the thirteenth century. Were the documents showing the breakdown of associations from 1370 a sign of old practices coming under new pressure? Alternatively, the special circumstances after 1370 may have generated new partnerships or increased the intensity of co-operation. The need for new arrangements for grazing, leading to more intensive use of pastures, and more sharing of the labour of herding animals led both to the formation of partnerships, and could have set up the frictions that threatened relationships.

7. Conclusions

Historians of peasants debate whether to emphasise peasants as individuals, or as participants in communities, and they disagree on the extent to which the market rather than self-sufficiency dominated the peasant economy. This contribution proposes that peasants could have formed partnerships, and these relationships occupied the middle ground between communities and individuals. Partnership can be defined in terms of mutual co-operation, sharing assets, and pursuing common goals. Whereas such relationships can be identified in the medieval commercial world, the evidence for partnership among peasants is more enigmatic. Precisely worded written contracts do not exist, and so we depend on indirect evidence. Some formal agreements for the maintenance of retired tenants come near to indicating the 'rules of engagement' of partnerships, and verbal employment contracts for woodcutters or hauliers of timber would probably accord with the standard definition. Joint tenancy of a Worcestershire mill was described in terms resembling a mercantile *commenda* contract. But these are scattered examples, and we come nearer to finding widespread evidence recording partnerships when the small storms of litigation apparently linked to the disintegration of partnerships are gathered together. Some readers will not regard the evidence as convincing, and it is certainly inconclusive, but the argument presented here is that the accusations and counter accusations are likely to represent the debris following the breakdown of the partnership. The contents of the pleas are clues to the areas of collaboration and contain evidence for the length of the association. Those commenting on modern partnerships point to their tendency to end when self-interest prevails over the common purpose, and our medieval examples are only known to us because they failed. However, some had lasted for as long as sixteen years and, because ongoing successful partnerships leave no trace in the records, an unknown number could have avoided break-down and persisted. Some partnerships might have collapsed in enmity and even violence, but some ended without extreme rancour, or even resemble a financial settlement. Records of the resolution of conflict reveal the capacity of communities and manor courts to maintain the peace. As for the debated roles of individuals and communities, the recognition of partnerships might shift the focus of historical enquiry from the established structures of village

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and family to peasants making choices to form constructive and productive associations with one another. Finally, it is suggested that the partnerships can be linked with the 'new equilibrium' after 1370, but we do not know if partnerships were novelties. Perhaps at that time old practices were becoming more clearly visible.

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30 GA, D678/1/M1/1/1.
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36 WCL, E6.
37 WCL, E10.
38 WCL, E6.

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39 They were probably widows who would in the lifetime of their husbands have contributed to work on the holding and had experience of its management.
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41 WCL, E64.
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62 WA, ref 705:56, BA 3910/24; SCLA, DR 18/30/24/31.
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French Abstract

Les historiens de la société médiévale anglaise ont tendance à souligner soit le rôle individuel des paysans soit celui de la communauté villageoise. Ils discutent également de l'importance du marché pour l'économie paysanne. Dans le présent article, l'accent est mis sur l'effet du partenariat, défini comme celui de deux individus ou plus poursuivant de communs objectifs, dans le cadre d'une coopération mutuelle. Les paysans tenaient parfois des terres conjointement, et de nouvelles terres pouvaient aussi être défrichées par deux personnes ou plus. C'est en tandem que les paysans pouvaient régulièrement s'engager dans un travail rémunéré. Nous soutenons qu'il est possible d'expliquer les séries de litiges, observées occasionnellement, par des ruptures de partenariat. Les multiples procès intentés suggèrent un large éventail d'activités exercées par les paysans en collaboration : cela va de la panification domestique à la gestion des pâturages. Ces partenariats peuvent avoir contribué à la résilience des exploitations paysannes, en particulier au cours de la période 1370-1420. Les tribunaux locaux et les communautés répondirent en effet par des mesures cherchant à rétablir la paix, lorsque d'anciens partenaires avaient pu tomber dans une hostilité extrême.

German Abstract

Historiker der mittelalterlichen Gesellschaft neigen dazu, entweder die Rolle des einzelnen Bauern oder die der Dorfgemeinschaft zu betonen. Außerdem diskutieren sie kontrovers über die Bedeutung des Marktes für die bäuerliche Wirtschaft. Dieser Beitrag dagegen konzentriert sich auf bäuerliche Partnerschaft, worunter verstanden werden soll, dass zwei oder mehr Leute in einer auf gegenseitige Zusammenarbeit gerichteten Beziehung gemeinsame Ziele verfolgen. Bauern besaßen Land zuweilen gemeinsam, und auch die Rodung von Neuland konnte durch zwei oder mehr Leute gemeinsam unternommen werden. Es kam regelmäßig vor, dass zwei Bauern bezahlte Arbeit aufnahmen. Wenn Rechtsstreitigkeiten gelegentlich aufflammten, lässt sich dies (so unsere These) vermutlich auf den Zusammenbruch der Partnerschaft zurückführen. Die Vielfalt der gerichtlichen Auseinandersetzungen lässt auf eine große Bandbreite kollaborativer Aktivitäten schließen, die vom häuslichen Brotbacken bis zur Weidewirtschaft reicht. Partnerschaften mögen zur Resilienz von Bauernhöfen beigetragen haben, besonders im Zeitraum 1370–1420. Örtliche Gerichte und Dorfgemeinschaften reagierten mit friedensschaffenden Maßnahmen, wenn ehemalige Partner in offene Feindschaft verfielen.

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