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Author

Lambkin, Martha Dampf

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CHAUCER'S MAN OF LAW AS A PURCHASOUR

Martha Dampf Lambkin

In early Middle English literature, *purchase* denotes as well as connotes "illegal gains" or "graft." The *New English Dictionary*, replete with fourteenth-century examples, emphasizes definitions involving personal effort in acquiring — profiteering in "irregular" ways, exerting effort to acquire, feathering one's nest, plunder, pillage and booty.¹

Chaucer repeatedly uses forms of *purchase* to describe reprehensible characters. He says of the Friar, the Summoner and Fals-Semblant that "his purchase was wel bettre than his rente."² And Chaucer depicts each of these characters as hell-bent on the extras he could extort by means of his position. Similarly, Cayphas, a corrupt government official in the Towneley Wakefield play *Coliphiazio*, mentions that "whoso kepis the law, I gess / He gets more by purches / Than bi his fre rent" (stanza 18). One scholar finds this terminology a Middle English "formula or stock expression for indicating the superiority of 'graft' over more righteous methods of acquiring wealth."³ Even Chaucer's Reeve, who could "purchase" better than his lord, privately enriched himself by loaning his lord

¹ *New English Dictionary*, *purchase* (sb., v.), *purchased*, *purchaser*. Although the present usage "to buy" appears as early as 1377 in *Piers Plowman* (B. xvii. 252), references and quotations in the *NED* are given solely from literary texts of the seventeenth century and later.

² *The Works of Geoffrey Chaucer*, ed. F. N. Robinson, 2d ed. (Boston, 1957). See *CT*, I (A) 256; *CT*, III (D) 1451; *Romance of the Rose* 6838.

³ Edwin A. Greenlaw, "A Note on Chaucer's Prologue," *MLN*, XXIII (1908), 144. G. L. Kittredge, Letter, *MLN*, XXIII (1908), 200. Paul F. Baum, "Chaucer's Puns: A Supplementary List," *PMLA*, LXXI (1956), 242-43.

his lordship's own property for the reward of gratitude as well as "cote and hood" (*CT*, I (A) 608-12).

All of which brings us to Chaucer's portrait of the Man of Law,⁴ who often sat as a justice in assise, by patent and commission:

So greet a *purchasour* was nowher noon:

Al was fee symple to hym in effect;

His *purchasyng* myghte nat been infect. . . .

Ther koude no wight *pynche* at his writyng.

(*CT*, I (A) 318-20, 326; italics mine)

Although Holdsworth appears to accept the portrait at its legal face value,⁵ the *N.E.D.* explicitly questions the conversion of these *purchase* forms to *conveyancer* and *conveyancing*, as they appear in some modern versions of the *Canterbury Tales*.⁶ Furthermore, if the Serjeant-at-Law, Thomas Pynchbek (note line 326 above) of Lincolnshire is Chaucer's model,⁷ the history of his landless, nameless family's rise to wealth and proverbial miserliness (by acquiring numerous lands in fee simple but very seldom granting any) supports the theory that perhaps Pynchbek's legal position and his use of it are consistent with Chaucer's other uses of *purchase*.

The possibility that Chaucer was educated at the Inns of Court,⁸ not to mention his dislike for Pynchbek,⁹ heightens the tantalizing possibility that Chaucer intended a *double-entendre* in labeling the Man of Law a shrewd *purchasour*. From the thirteenth century to the present, *purchase* in its technical legal sense means the possession of land by means other than descent.¹⁰ During the increasing

⁴ *CT*, I (A) 309-30. See *Law Times*, 165 (1928), 520; Warren, "Serjeants-at-Law; the Order of the Coif," *Virginia Law Review*, 28 (1942), 911-50.

⁵ II Holds. 490 (3d ed. 1922); IV Holds. 403, n. 6; legal definition, n. 10.

⁶ *NED*, *purchaser* and references to law-indicting uses of *purchaser*. In any case, the substitution does not remove the imputation, for as the *NED* records, *Conveyance* commonly meant "furtive or light-fingered carrying-off (sometimes associated with sleight of hand or jugglery)" and *Conveyance* was used to mean the operations of a dextrous thief. Such one must fear has been the common prejudice of Englishmen against lawyers for many centuries.

⁷ J. M. Manly, *Some New Light on Chaucer* (New York, 1926), pp. 147-57; R. M. Lumiansky, *Of Sondry Folk* (Austin, Texas, 1955), p. 64.

⁸ Robinson, pp. xxv, 665; II Holds. 495, n. 2.

⁹ Manly, pp. 153-57.

¹⁰ *NED*, *purchase* (sb.) I. 5. *Law*, (v.) II. 5. *spec. Law* (both Fr.); 13 Ed. I

subinfeudation and the eventual disintegration of the feudal system in the Middle Ages, freely alienable land presented opportunities for trafficking in titles, especially by the king's officers and all sorts of legal officials. Repeated statutes from Edward I (statute of 1275) to Henry VIII (statute of 1540) could not prevent these officials from stirring up litigation, maintaining others' suits, and subverting impartial legal processes in order to share in the proceeds of land.¹¹

Illustrative of the foregoing are the French and English texts of 13 Ed. I (St. West. II) c. 49 (1285) (Statutes of the Realm translation, 1810, 1695):

[Officers of the king, including justices] shall not receive Land nor Tenement in Fee, by Gift, nor Purchase [*ne par achat*], nor to Farm, nor by Champetry, nor otherwise, so long as the Thing is in Plea before Us, or before any of our Officers . . . And he that doth contrary to this Act . . . , either himself, or by another, or make any Bargain . . . shall be punished at the King's Pleasure, as well he that purchaseth, as he that doth sell [*aussi bien celui q le purchacera, com celui q le fera*].

The first English *purchase* appears to mean "obtain for valuable consideration," i. e., a buyer (Fr. *acheter*, *achatour*, *achaat*)¹²; the second English use appears to include all the various means of acquiring listed in the prohibition, i. e., *purchase* in the technical legal sense (Fr. *purchacer*). But the second use also characterizes the various stratagems as shady, as well as labelling them illegal.

Although the multitude of statutes became increasingly explicit in naming persons and activities prohibited, the ingenuity of greed took two routes: defendants delayed rightful actions for land by conveying property in question to lords or other great men in order

(St. West. II) c. 49, *supra*, pp. 2-3; I Co. Litt. 18 (1st ed. 1628); Blackstone, vol. II, bk. ii, ch. 15, pp. 241-43 (1st ed. 1765).

¹¹ e.g., 3 Ed. I (St. West. II) c. 25 (1275); 13 Ed. I (St. West. II) c. 36, 49 (1285); 20 Ed. III c. 1, 4, 5, 9 (1346); I Rich. II c. 4, 9 (1377); 32 Hen. VIII c. 9 (1540). Percy Henry Winfield, *The History of Conspiracy and Abuse of Legal Procedure* (Cambridge, 1921), pp. 131 ff; II Holds. 416; III Holds. 395-99; I Co. Litt. 369b; II Co. Litt. 208-14 (2d ed. 1662); Luke Owen Pike, *History of Crime in England* (London, 1876), II, 16; Radin, "Maintenance by Champetry," *California Law Review*, 24 (1935), 48; I Hawk. P. C. ch. 83, s. 2.

¹² cf. CT, I (A) 568, 571.

to frighten plaintiffs¹³; and disseisors would convey to great men to have maintenance or intimidate the disseisee from bringing suit¹⁴.

The circumstantial evidence of the widespread, constant nature of these offences, the consequent serious measures taken against maintenance, Chaucer's probable Serjeant-at-Law model, and the portrait of the Man of Laws in the *Canterbury Tales* as a *purchasour* cast a strong suspicion that the Man of Laws is indeed akin to a crook, albeit a socially and professionally prominent one.

¹³ Rich. II c. 9 (1377); 20 Ed. III c. 5 (1346); *Neville v. London Express Newspapers, Ltd.* [1919] A. C. 368; I Hawk. P. C. ch. 86, s. 1; Blackstone, vol. II. bk. ii, ch. 19, p. 290 (1st ed. 1765); Winfield, p. 152; VII Holds. 46.

¹⁴ Winfield, pp. 154-58; Pike, pp. 229-30.