Latin for Specific Purposes and Latinized English in 15th-century Vernacular Deeds

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Although English began to be used as language of documents, records continued being the realm of Latin. Latin legal formulae and phrasing were adopted in English or translated literally leading to a Latinized English. Material taken directly from documents* *has been selected to illustrate relevant grammatical points and idioms.*

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* The corpus used for this paper consists of a selection of 15th-century vernacular deeds from the county of Durham. For the references to the documents cf. Rodríguez Alvarez 1995.

Although in the 15th century English had gained prestige and started to be used in government papers and records in general, even then, Latin continued surviving in English documents either exposed (Latin terms and phrases were integrated into English texts) or camouflaged in English guise. This Latin had nothing to do with classical Latin. It was a sort of artificial language to be used by scribes in the composition of legal documents. Obviously, education played an important role in the "omnipresence" of Latin in legal literature, in the type of Latin used, which we will name "Latin for specific purposes" and, subsequently, in the English patterned after it.

1. Education

The presence of Latin in 15th-century vernacular deeds is to be expected not only because Latin had been the language of legal literature *par excellence* but also because it constituted the foundations of the curriculum in grammar schools[1]. In these schools future scribes improved their skills in reading and writing and started to study Latin spelling, morphology and syntax. They acquired their first notions of grammar through the study of Latin using textbooks that combined grammatical theory and translation exercises[2] . The Latin grammarians Donatus

1 Bland 1991:7.
2 Copeland 1987:146-149.

and Priscian inspired these texts[3] , and even the didactic method followed, the question-and-answer system, had been devised by the former in his *Ars Minor*[4]. However from the end of the 14th century, Latin was not the language of class management any more: the explanations were given in English, Latin examples were translated into English and Latin textbooks were written in English[5]. This situation illustrates the decline of the level of Latin in English schools which reached its lowest point in the 15th century[6].

The teaching of Latin grammar and above all of composition in Latin, or French when students were incompetent in Latin[7], was complemented at university or at other institutions responsible for the training of bureaucrats and administrators, such as the inns of chancery and court. The type of institution determined the type of Latin studied, however. Whereas at university students progressed in the analysis of linguistic notions that had been introduced in the grammar schools, in other educational centres with a more practical orientation, the study of grammar was replaced by the technique of composition of letters *(ars dictaminis)*, the composition of documents *(ars notaria)* as well as by the study of legal formulae[8]. Their primary concern was with what we would call "Latin for specific purposes".

2. Explicit presence of Latin

The presence of Latin in 15th-century documents written in English may vary from an isolated word to half a document.

In the following text Latin is reduced to the occurence of a term :

> First halfe an acre of land lyand Est and West boundand vppon stiklaw. **Item** . ij acres and an halfe lyand Est and West at þe West ende of þat in lang halfeacres . **Item** . ij . acres lyand south and north vppon þe southside of þe hopeway . **Item** (**14**:7-8)

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3 Robins 1951:69; Bland 1991:21.
4 Orme 1989:66; Copeland 1987:147-148; Bland 1991:26-27.
5 Orme 1989:11; Moran 1981:4.
6 Hunt 1980:191.
7 Richardson 1941:269.
8 Richardson 1941:270; McMahon 1947:81.

Often, the Latin term and the English equivalent or equivalents occur together in the same document. Thus, "item" is used at the same time as the conjunction "and" or the adverb "also" in these extracts from our *corpus* :

> **Item** þᵉ said Robert will John Dalton ... **Item** þe said Robert will þaᵗhis said feffees ... **Item** þᵉ said Robert will þaᵗ his said feffees ... **And** efter the charge born of þaᵗ said prest ... **And** þᵉ said John shall be bonden in on obligacion ... **Item** þᵉ said will þaᵗ it be all way so prouyded ... **(42)**

> **Item** the said Jamys sall pay in the [thre] .v. last yheer ... **Item** the said Jamys sall pay ilke yhere ... **Item** it is accordit thatt the said Jamys sall pay ... **Alsua** thay ar accordit . at the said Jamys sall make ... **Alsua** thay ar accordit if it happynis thatt the said Jamys ... **(43)**

In other documents from the same period and place Latin is present as an entire phrase and not just as a word. The prepositional phrase in the following example is characteristic:

> First it is to wete of his counsell whethir it is til pursew **ad diem clausit extremum** in lincolnschire ... **(1:33)**

Latin may even extend to a clause, either a main clause:

> **Memorandum est** þaᵗ... **(49**:1; **54**:1; **55**:1)

which appears in other documents translated as:

> **It is to haue in mynde** þat ... **(57**:1)

or a subordinate clause:

> þᵉ lang þaᵗ þᵉ pursuit is delayet the more hynderance is in þe recouerer **quia mora trahit periculum** (1:56)

The presence of these sorts of phrases and clauses is not only typical of legal literature. Other contemporary texts, such as the Paston letters, show Latin expressions whose function, as González Escribano says[9], is just ornamental or rhetorical:

> ... specifyeng þat þe seyd John Wortes, **aduersarius Prioris, desperat in causa et concordiam querit** (2:9-10)

> It is told me sithen þat þe seyd John Wortes is in þe court of Rome sacred a bysshop of Irland, **videlicet episcopus Corcagensis (2**:1-12)

> ...; by whiche lettres ye conseille me to make ende with þe seyd John **ne deterius inde contingat (3**:7-8)[10]

So far, we have been dealing with isolated Latin terms, phrases or clauses integrated into an English text, few in comparison to the legal terms borrowed from French[11]; but Latin is also the co-language of a type of document divided into two parts: the obligations and their conditions. In the obligations, written in Latin, one of the parties commited to pay an amount of money at a certain date to the second party unless he fulfiled certain requirements. It is at this point of the document when the condition of obligation begins, now in English, as a different text although alluding to the Latin obligation.

No satisfactory account has been given for the shift from Latin to English in this type of deed although Clanchy[12] examines an apparently similar case of coexistence of two languages in the bonds issued by Jewish clerks in England in the 12th century. These documents were written in Latin with notes appended in Hebrew. These Hebrew notes recording the contents of the documents and names of the parties concerned were later additions, however, and did not belong to the legal text proper. Clanchy suggests that the Hebrew notes would have facilitated the Jewish clerk find a document in his chest. In fact, he hints at the

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9 González Escribano 1985:267.
10 Examples are from González Escribano 1985:266-7.
11 Iglesias Rábade 1992:105.
12 Clanchy 1979:154-155.

complementary use of the two languages according to their respective functions: Latin was used for the composition of the documents and Hebrew for the everyday management at the office.

The use of Latin and English in the bonds of our *corpus* is not equivalent to the use of Latin and Hebrew in the Jewish bonds, however. Besides, the status of English had changed in the 15th century gaining prestige in the writing of local records[13]; furthermore, Latin and English were not in "complementary distribution" any more since both were used in legal texts. Nevertheless, legal matters continued to be considered the realm of Latin, and clerks resorted to Latin for important issues[14], even when from the end of the 14th century and throughout the 15th century proficiency of Latin had declined considerably, even among professional scribes. This insufficient competence in Latin may explain the shift from Latin to English in this type of document.

Obligations, written in Latin, constitute large forms with gaps to fill in with the date, amount of money borrowed and names of the parties involved:

> Nouerint uniuersi per presentes X teneri & firmiter obligari Y in … libris legalis monete soluendis eidem Y aut suo certo attornato heredibus vel executoribus suis in festo … proxime futurum post datum presencium ad quam quidem solucionem beate & fideliter faciendam obligo/-amus me/nos heredes & executores meos/nostros firmiter per presentes sigillo/sigillis meo/nostris signatas date … die mensis … anno regni Regis … post conquestum Anglie … [15]

Since he could could copy a model, a scribe with a minimal knowledge of Latin would have no trouble writing an obligation. However, although the initial and final clauses of the conditions follow a set pattern,

> if … thys obligacion stand to no fette nor force & elles be in strent & effect & force (**17**:2-16)

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13 Benskin 1977:500.
14 Clanchy 1979:160.
15 From Gooder 1978:72.

the contents of the conditions may vary making it difficult to render the contents into Latin. The shift from Latin to English would then have been simply practical and functional, a consequence of the general decline of Latin education.

Further, English was not only the language the scribe best understood but also the language spoken by the debtor as well. A good comprehension of the condition of the obligation was vital for him since the condition suggests a way to exempt the debtor from payment of the sum due under the terms stated. Obviously, this new possibility makes the obligation more flexible, and in accordance with this new tone the terms are expressed in a language that is more familiar to the debtor: English. The implication is that both contents (a possibility of not fulfilling the obligation) and language (English) combine in the condition of obligation to release the tension and stiffness of the obligation.

3. Implicit presence of Latin

The influence of medieval business Latin is not only restricted to loanwords and expressions. Latin may appear in the guise of English; that is, English may show typical Latin structures such as the absolute nominative, an imitation of the Latin absolute ablative. This form, a very rare construction in English, became more frequent in the second half of the 14th century and in the 15th century. The Latin absolute ablative is a construction that expresses a circumstance[16], that is, it is equivalent to a subordinate adverbial clause whatever the type[17]. Texts that are classified as curial prose present this structure as a formal feature of this style. Many scholars think that the extended use of this absolute construction is due to the influence of Latin and French[18] since works translated from these two languages show a higher frequency of this structure[19].

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16 Rubio Fernández and González Rolán 1988:142.
17 Bassols de Climent 1983:150.
18 Phillipps 1966:283-284; Ross 1893:260-261; Visser 1984 vol. II:1149, 1153; Jespersen 1965 vol. V:45; Mustanoja 1960:115.
19 Phillipps 1966:284; Ross 1893:254,256.

The following extracts have been taken from the documents of our *corpus* :

ilka couple beande fro othir xj fete coman of a man (**2**:4)

the said Jamys payand to the said prior or till his successours in the twa first yher for the said . xvj . husbandlands ilke yher of the twa yheer .viij. marc and viij s of pastuates at twa termes of the yheer be euyn porcions thatt is to say qwytsonday and mertynmese . (**3**:6-9)

all fraude and gile away putt (**3**:18)

the substance alway keppide (**10**:20)

herde þe compleynts greuances & reasons of both þe partyes forsaide at Brauncepath þe xiiij day of Septembre ... (**16**:7-8)

he beyng by the aduice of his councell agreable vn to itt (**49**:19)

all thynges a counptyd & allowyd (**57**:8)

As Wyclif's collaborator's comments show, some scholars of the time did not seem pleased with the use of this construction. Purvey considers them alien to English and prefers less compact and condensed expressions where the syntactic relations are explicitly expressed by conjunctions[20]. Purvey's attitude supports the hypothesis that considers Latin and French the engines that moved the rising use of the absolute nominative at the time.

Of all the occurrences of Latinized expressions in documents, legal formulae are the most striking. The English formulae were devised by the scribes following Latin models, often employing literal translations. A sampling of Latin formulae and their English translations shows how closely the English follows the originals:

INTRODUCTORY CLAUSED AND DISPOSITIVE CLAUSE

LATIN[21]

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20 Winn ed. 1929:27; Visser 1984 vol. II:1153.
21 These extracts are from Gooder's formulary (1978:68-109). Names have been replaced by X, Y, Z.

Hec indentura testatur quod ego X tradidi concessi et dimissi Y ...
totum illud cotagium
Hec indentura testatur quod ego X tradidi concessi et dimissi Y ...
unum messuagium cum omnibus pertinenciis iacentia in villa et in campis
de ...

ENGLISH
Thir endenturis ... proportes and beres wyttnesse thatt the said X has sett
and to ferme lattyn to the said Y all [his] the landes of his demayns liand
in the toune and the soile of ... wyth ther appurten^{a}nce (**4**)
Thyr endentures ... berys wyttnesse that the said X ... has geuyn and
gr^{a}unt to the said Y ... the office of ... wyth all appurten^{a}nce langand
ther to (**5**)
yis indenturs ...wytneshand ya^t ye said X hawes latin to ferm to ye for
saied Y a clos called ... in ye feld of ... (**12**)
Thys indenture ... wittness þa^t þ^e sayd X hase lettyn to ferm to þ^e said Y
& his assignes his place in þ^e said burdon & vj oxgang of land with all þ^e
pertinence þa^t longes þer to (**28**)
This indentur ...Testefiyng and witness beryng that þ^e sayd X has geuyn
and grawntid to þ^e sayd Y and to his Asyners . A cotege as it contenys in
lenth and breyd wi^{t}h in þ^e towne of ... on ... (**34**)

CONDITIONS OF THE TRANSFERENCE: PERIOD OF ENJOYMENT OF THE PROPERTY

LATIN
habendum et tenendum predictum messuagium cum omnibus suis
pertinenciis in villa et in campis ... predictis prefato Z heredibus et
assignatis suis libere quiete bene et in pace ...

ENGLISH
Till hald and to haue to the said Z and his assignes wyth all comodites (**4**)
to hawe & to hold ya^t forsaed clos wyt ye purtenans to ye forsaed Z and
to yer assign (**12**)
To haue and to hald þ^e forsayd cotege wi^{t}h all þ^e pertynens to þ^e said Z
and to his asiners (**34**)
To haue & hald þe said mesuage & land with appurtenance to þe forsaid
Z his successours & their assignes . fro þe feste of ... next comyng aftir

þe date of this jndentur . vn to þe terme & ende of . xv yere þan next folowyng (**36**)

to hawe an hald ye sayd messuage landes medowys and pastures wyth all appurtenance to ye forsayd Z hys successowrres and ther assiugnes fro ye feste of … y^e ȝer of owr lorde godde … vn to ye terme and ende of ix yere yan nex folowynge (**39**)

To half and to hold to the forsaid Z and his assignes the said parcell of ground with the appurten^{a}nce from the feste of …e next comyng vnto the ende and terme of lx yere then next enseuyng and fully complete (**43**)

FINANCIAL ARRANGEMENTS

LATIN
Reddendo inde annuatim mihi et heredibus vel assignatis meis … ad … anni terminos per equales portiones .

ENGLISH
Paiand to ye saed X & to yar heres & yar assignes xl s of lel mone of Igland at ye festes of … & at ye fest of … be euenly poccions (**12**)
payng therfore yerley to the Burser of duresme for the tyme beyng - …d at two termes in the yere that is to say … and … be euyn porcyons (**43**)

NONFULFILLMENT OF PAYMENT

LATIN
Et si contingat predictum redditum in parte vel in toto ad aliquem terminum solucionis aretro fore insolutum, tunc bene liceat X heredibus et assignatis suis in toto tenemento predicto distringere et districtiones sic captas penes se retinere quousque de predicto redditu et eius arreragiis eisdem fuerit satisfactum.

ENGLISH
and gif so befal ya^t ye forsad rent of …be behynd at any term vn paied our xl daies ofter any term in parti or in al yan it es leful to ye forsad X in ye forsad clos of … to distren ye distris tak & hald & led away to ye tym^y satisfaccion be mad for ye rent & for ye arerrage (**12**)

LATIN

Et si contingat predictum redditum in parte vel in toto ad aliquem terminum solucionis aretro fore insolutum, tunc bene liceat prefato X illud tenementum ingredi et retinere et ut suum possidere sine alicuius contradictione.

ENGLISH

And if hit happyn the forsaid soȝme of ... d to be behynd in parte ... or in all at eny day of paymente that hit aught to be payd at be halff a yere ... that then hit shalbe lefull to the forsaid X and his successours the seyd parcell with appurtenᵃnce to reentre rehaf and possed theys indentures in enythyng notwithstandyng (**43**)

WARRANTY CLAUSE

LATIN

et nos vero X et Y predicti et heredes nostri predictum messuagium cum omnibus pertinenciis suis in villa et campis de ... prefato Z heredibus et assignatis suis contra omnes gentes warantizabimus et imperpetuum defendemus.

ENGLISH

And ye forsayd X hys arrys & hys assyneys ye forsayd clos duryng ye sayd terme [ag] of vj ȝere to ye sayd Z hys arrys & hys assynneys agan all pepyll sall warand & defend (**19**)

And þe forsaid X & their heirs . þe forsaid mesuage & land . with appurtenᵃnce to þe forsaid Z & his successours & their assignes duryng þe forsaid terme in maner & forme affor writin ayenst all people shall warant & defend (**36**)

and yᵉ forsayd X and hys aeyres yᵉ for sayd messuage landes medowys and pastures wyth all appurtenance to yᵉ forsayd Z hys successours and theyr assignes [du] Durynge yᵉ for sayd terme in maner and forme a for wrytyn a gayns all pepyl sall warand and defende (**39**)

RATIFICATION CLAUSE

LATIN

In cuius rei testimonium huic carte presenti nostre sigilla nostra

apposuimus ...
In cuius rei testimonium hiis scriptis indentatis tam sigillum meum quam sigillum dicte X alternatim sunt apposita.

ENGLISH
In wyttenessyng of the whilke thynges bath the parties has enterchanghably sett to thaire seales (**7**)
In witnesse of the whilke thynges aforsaide to thes oure lettres testimonall we haue sett our common seall (**13**)
And in witnes her of . þe said parties . to þe partes of þis endenture aithir to othir has sett þair seals (**18**)
 In witnesse her of the forsaid parties . to thies jndenturs entrechangeabely hath sett theire seales (**36**)

PLACE AND DATE

LATIN
Data apud ... die mensis ... anno regni regis ...

ENGLISH
writen at ... day of ... yere of kyng ...sith þe conquest (**16**)
Yeuin at ... the ...day of ... the yere of our lorde god ... (**36**)

Formulae of gift or grant provide further examples of Latinized English. Also called the "habendum et tenendum" formulae, they are the best example of how indebted the English formulae are to the Latin ones. Through this formula a donor expressed his wish of giving a property to an individual or an institution. As with the other formulae, they are literal translations, but whereas the others do not deviate too radically from English grammar, the translation of these formulae of gift in English present some problems of comprehension. The following example from an English deed of the *corpus* illustrates our point:

Robert Robson Johannet es wyf & John Bron potter hawes latin to ferm to ye for saied William ablatson John Robynson stephwen walker & John smyth potter a clos called strudermedu in ye feld of Gateshd *to hawe & to hold* ya\[t\]

forsaed clos wyt ye purtenans **to ye forsaed William John Robynson stephen & John Smyth** and to yer assign for ye term of ix yer efter ye dat of yis present writyng be fully complet & fulfilled (**12**:3-6)

The verb "to have and to hold" with an indirect object is agrammatical, and is only understandable if the reader knows its Latin origin, since the key is in the Latin formula, which underwent some changes that were transferred to English.

The original Latin formula was as follows:

dedi terram *habendam et tenendam* Rogero
I have given Roger land to-be-had and to-be-held

The property given is expressed by a noun in accusative "terram" accompanied by a gerundive "habendam et tenendam". The gerundive is a verbal adjective and as such must agree with the noun in gender, number and case[22].

So, if the noun were "tenementa" (a plural neuter) the gerundive would have to be "habenda et tenementa":

dedi tenementa *habenda et tenenda* Rogero

This gerundive in agreement with the direct object of a verb expressing 'giving' was called predicative gerundive and expressed purpose:

Caesar **legionem** legato in hiberna **ducendam** dedit[23].
Caesar gave the legate a legion to be led to the winter quarters

When Latin documents increased in length and the characteristics and location of the properties were described more precisely, the gerundives moved away from the noun they accompanied; they did not even agree with the nouns any more as the scribes started to delete the suffix of case, gender and number and put an apostrophe in its place[24]:

Sciant omnes quod ego ... dedi terras et tenementa ... *Habend' et tenend'* ...

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22 Rubio Fernández and González Rolán 1988:155.
23 Valentí Fiol 1960:115.
24 Gooder 1978:59.

The distance of the gerundive from the noun and the removal of any mark of agreement between the gerundive and the noun may have led to confusion. This situation gave rise to a new construction, one with the same meaning of purpose as the gerundive and which could also be accompanied by a direct object: the gerund in accusative, quite common in late Latin[25] . The use of the gerund implied a change in the formula: the property given and the beneficiary are mentioned twice, functioning in both cases as direct object and indirect object of two different verbs, first of the verb of donation and second of the gerund:

> ... ego ... et ... uxor mea ... dedimus concessimus ... **Thome Wyghtman unum messagium et dimidiam virgatam terre cum omnibus pertinenciis suis** iacentia in villa et in campis de Fylinghull ... Habendum et tenendum **predictum messagium et dimidiam virgatam terre cum omnibus suis pertinenciis** in villa et in campis de Fylinghull predictis **prefato Thome Wyghtman** heredibus et assignatis suis libere quiete bene et in pace ... [26]

The direct object works well in both Latin and English, since it is the gerund of the verb "to have". The problem lies in the indirect object expressed by a dative in Latin. This formula is translated into English exactly in the same way, as can be seen in the following cases from our *corpus:*

> þe said Thomas & Thomas hath . grauntid & lettyn to ferme to þe said Priour one mesuage and vj oxgang of land with appurtenᵃnce in mykle Burdon afforsaid late in þe haldyng of John Perkyn To haue & hald þe said mesuage & land with appurtenance to þe forsaid Priour his successours & their assignes . fro þe feste of seynt Martyn in wyntre next comyng aftir þe date of this jndentur . vn to þe terme & ende of . xv yere þan next folowyng (**36**:2-5)

> yᵉ sayd Sir george lumley hath grantyd and lettyn to ferme to yᵉ sayd priᵒor on messuage wiᵗh all yᵉ landes medowys and pastures wyth all appurtenance in yᵉ towne and fyld of cokyn to hawe an hald yᵉ sayd

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25 *Bassols de Climent 1983:399*
26 Bassols de Climent 1983:399.

messuage landes medowys and pastures wyth all appurtenance to yᵉ forsayd priᵒr hys successowrres and ther assiugnes fro yᵉ feste of sancte martyn in wyntyr yᵉ ʒer of owr lorde godde Mˡ CCCC . lxxxiiij vn to yᵉ terme and ende of ix yere yan nex folowynge (**39**:2-6)

þᵉ sayd Thomas Claxton has geuyn and grawntid to þᵉ sayd Richard Catlyngson and to his Asyners . A cotege as it contenys in lenth and breyd wiᵗh in þᵉ towne of Aykele bowndyng on Skeyrne . *To haue and to hald* þᵉ forsayd cotege wiᵗh all þᵉ pertynens to þᵉ said Richard and to his asiners vn toþᵉ tym and teyrme . That þᵉ said Thomas pay or make to be payde to þᵉ said Richard or to his certayn attornay apon a Day xl s sterlyng gud and lawfull money of yngland . in lyke wise as þᵉ said Thomas resauid it of hym . (**34**:2-6)

In general, in these types of constructions, there is a distance between the first reference to the property given and the formula "habendum et tenendum" and the property and the beneficiary are mentioned a second time, probably, in an attempt to resume the sentence and avoid confusion.

the forsaid Reuerent Fadire with consent of his brethern hath grᵃuntyd and to ferme lettyn **to the said John Raket** a parcell of ground lying be twix Shelys milne and Ebyare contenyng xl yerdys in lenth lying Est and west and iiij yerdys in breyd aboue the houghe And from that ground into the ground Eb of the watyr of Tyne *To half and to hold* **to the forsaid John Raket and his assignes** the said parcell of ground with the appurtenᵃnce from the feste of whitsondaye next comyng vnto the ende and terme of lx yere then next enseuyng … (**43**:3-8)

The repetition in Latin and English would then be due to an intention of precision and answers a communicative need rather than the demands of any specific grammatical structure. The second indirect object is simply a reflection of the Latin dative and is to be assumed as a fossilized expression like the oher latinisms and Latinized expressions in English documents.

The aim of this paper has been to illustrate the debt of 15th-century English administrative English was beginning to get a reputation as an official language. The study of Latin for specific purposes, the Latin used by scribes as a tool in

their routine, may throw light on the use of English for specific purposes at the time, since it measures the degree of Latin "contamination" in English deeds.

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