

Pledges and Agreements in Old English

A Semantic Field Study

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29/10/10

This dissertation is submitted for the degree of Doctor of Philosophy

This dissertation is the result of my own work and includes nothing which is the outcome of work done in collaboration except where specifically indicated in the text.

The dissertation does not exceed the word limit for the Degree Committee of the Faculty of English.

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This dissertation investigates the Old English word field for the concepts of ‘pledges’ and agreements by analysing the words belonging to the field in their contextual environments. The particular focus is on the word *wedd* (‘pledge’), which is shown to have different connotations in different text types.

The main subject of the study is the corpus of Anglo-Saxon legal texts in which pledges played an important part. Pledges occur in collocation with concepts such as oaths (*að*) and sureties (*borg*), but there are important differences in function and linguistic usage between the terms. One important aspect of the language of pledging is the formulaic word pair *að and wedd* which comes to stand for the entirety of legal interactions, as no single word for ‘legal agreement’ is used by authors of legal prose. Possibly in part influenced by this development, the meaning of *wedd*, which originally denoted an object given as a pledge, becomes more abstract.

The study further argues that this development is facilitated by the influence of Christianity. Old English words were required to express unfamiliar aspects of the new religion. I analyse words used to translate biblical covenants in detail. Because of its specifically legal overtones, *wedd* was employed by Anglo-Saxon translators and commentators to take on the functions of Latin words with a wider range of meaning, such as *foedus* or *pactum*.

In its narrower sense *wedd* is important in the theology of sacraments. I show that the Eucharist and baptism are modelled on types of pledges from the legal social world that would have been familiar to Anglo-Saxon homilists and their audience. That this is a conscious decision on the part of Anglo-Saxon authors is indicated by the fact that this aspect is often added to their adaptations of orthodox Latin sources.

An analysis of pledging in Old English poetry shows that *wedd* was rarely used by Anglo-Saxon poets, even in the adaptation of biblical texts which were shown to employ *wedd* as a deliberate lexical choice in their prose versions. In poetry, the equivalent term is *wær* (‘agreement’ or ‘treaty’). I argue that this difference can be explained by the fact that *wedd* was a technical term, belonging to the register of legal language, where *wær* never occurs. It is argued that *wedd*, possibly because of its legal connotations, was not a common word for Old English poets and is only used occasionally, mostly for purposes of poetic variation. I suggest that this is connected to the early date of some of the poems and to the traditional and possibly slightly archaic nature of Old English poetic language.

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ACKNOWLEDGEMENTS

My biggest thanks are due to my supervisor, Dr Richard Dance. His patience and good humour greatly helped this thesis on its way to fruition, and his sage advice improved my work in countless ways and saved me from many glaring errors and oversights. I am also grateful to all the staff of the Department of Anglo-Saxon, Norse and Celtic who so successfully create an atmosphere of academic camaraderie and learning in the spirit of which this work is intended.

I should also like to record my gratitude to Robinson College, my home in Cambridge for eight years, for financial support and the collegiality I found inside its brick walls.

The process of writing would have been much harder without the company and counsel of Levi Roach, friend, academic neighbour and fellow-drinker, who was always more than willing to chat about Anglo-Saxon legal procedure (as well as anything else under the sun) and from whose staggering hoard of bibliographical knowledge I benefited enormously. I am also grateful to Helen Foxhall Forbes, who, like Levi, read a draft of this thesis and offered generous advice on matters Latin and theological.

There are a number of people who have not read a word of this thesis but without whom it could not have been written. In place of the large number of people who made the entire experience of being a PhD student in Cambridge so rewarding, I would like to thank Lizzie Boyle, Adam Collins, Paul Gazzoli, Helen Imhoff, Matt Ironside, Debbie Potts and Sandra Samulski for their advice and friendship over the years.

Finally, I owe a debt that I will never properly be able to repay to two people without whom I would, quite literally, never have made it to this point. For encouraging intellectual curiosity, for all their support over the years, in ways too numerous to count, and for keeping the faith I say thank you to my mum and dad – this is for them.

ABBREVIATIONS AND CONVENTIONS

This dissertation follows the ASNC stylesheet, though for the sake of clarity of referencing and consistency I have adapted it in certain parts: thus in Chapter 2 I prioritize the name of the editor over the title of the primary source in footnotes, as references to texts are usually made in the main body. I have also indented a number of quotations shorter than the recommended 60 words. The discussion of these examples forms the main part of the study, so I felt it would be convenient for the reader to set them apart from the main text. Since the stylesheet was designed primarily with historical scholarship in mind, and this dissertation is a philological and linguistic investigation, some changes have been necessary but I have endeavoured to stay true to its spirit.

Abbreviated references to Anglo-Saxon law-codes follow the conventions established by Liebermann, *Gesetze der Angelsachsen* I, ix–x. To improve readability, I have used H&E to refer to the law-code of Hloþhere and Eadric.

For ease of discussion and reference, Old English words are given in their late West Saxon, i.e. standard dictionary, form unless explicitly stated otherwise. Words in capital letters denote word fields. In longer Old English quotations, I have highlighted words of interest in bold.

All Latin quotations from the Bible refer to the Vulgate: *Biblia Sacra iuxta Vulgatam versionem*, ed. R. Weber et al., 5th ed. (Stuttgart, 2007).

Unless otherwise specified, all translations are my own, though I have of course taken into account previous translations. I have tried to keep the translations as literal as possible, though for the sake of comprehensibility some allowances had to be made.

Abbreviations

ASC	Anglo-Saxon Chronicle
BCS (with number of document)	Birch, <i>Cartularium Saxonicum</i>
BT	Bosworth, <i>An Anglo-Saxon Dictionary</i> , ed. Toller
DOE	<i>Dictionary of Old English</i> , ed. Healey

MED	<i>Middle English Dictionary</i> , ed. Kurath et al.
ON	Old Norse
S (with number of document)	Sawyer, <i>Anglo-Saxon Charters</i>
TOE	Roberts et al., <i>Thesaurus of Old English</i>

CHAPTER 1: INTRODUCTION AND METHODOLOGY

Aims

The aim of this thesis is to analyse the Old English word field for concepts such as ‘pledges’ and ‘agreements’. In order to achieve this, this study was originally conceived as primarily lexicological, incorporating aspects of both semasiology and onomasiology. As will be detailed in the introductory remarks, it has been necessary to adapt previous methodologies used in lexical semantics for the purposes of the investigation. The approach taken might best be described as contextual analysis, as the main focus is on detailed analysis of occurrences of PLEDGE words throughout the corpus of Anglo-Saxon literature. The words are first analysed in their immediate syntactic and semantic context, taking into account date, text type and originality (that is whether a text in which a PLEDGE word occurs is derived or translated from another source). Through this, a range of collocations will be established which lead to a wider analysis of the word field. ‘Collocations’ is meant to have as broad a meaning as possible: it subsumes other words of the word field (established through linguistic and extralinguistic factors of similarity), as well as other lexical items, in particular verbs, that are commonly used in relation to PLEDGE words.

In addition to an analysis of what one might call the linguistic environment of the words investigated, contextual analysis includes a consideration of the literary and historical aspects of PLEDGE words and their occurrences. This is difficult to quantify in theoretical terms but an essential part of the methodology employed and, I believe, fundamentally necessary for a study of a word field based on a comparatively limited corpus of writings in a language which does not allow access to contemporary native speakers. In this respect the analysis departs from the narrow field of linguistics and will also make use of the findings of literary criticism and historical scholarship, as will be explained in the respective chapters.

The purpose of the work is to provide a holistic analysis of the word field of PLEDGE in Old English as it can be established from the writings that survive in the Old English corpus. It will shed light on the way legal interaction was regarded and codified in Anglo-Saxon laws and how agreements (in a broad sense) between individuals functioned in the public and the private realms. It will show how the authors of religious prose in Old English adapted these conventions to render Latin terms relating to Christian doctrine and to make novel religious concepts comprehensible to their audience. This analysis will also contribute to an understanding of the mutual influence between the registers of legal and religious prose

and how this determines the lexical choices of Anglo-Saxon authors. Furthermore, this study reinforces the differences between the artistic language of Old English poetry and prose writings, as it highlights a significant diversity in the use of PLEDGE words.

In short, the analysis of pledges in their linguistic, literary and cultural contexts will contribute to an understanding of how Anglo-Saxons viewed a basic type of human interactions and how they expressed this in their language — in the first instance in the prescriptive register of legal prose, but leading on to a discussion of other spheres of life and their associated linguistic registers.

Theoretical background and previous scholarship

One of the challenges facing a lexicologist working on a dead language is the absence of a single accepted theoretical framework. A lot of influential theoretical scholarship has no direct bearing on the researcher of medieval English language, as it is based on observations made on spoken languages with actual speakers.¹ Thus, neither mentalistic nor mechanistic concepts of meaning form an appropriate basis for semantic research in a language that is no longer spoken and only survives in written texts.² In a similar vein, the theories of generative grammar are for the most part to be discarded, as the objects of interpretation (and the ultimate aims) are too far removed from the current study.³ The main problem with these theoretical approaches to the meanings of words is of course the fact that they are exclusively concerned with (audio-) recorded data and the judgements of native speakers in spoken discourse — both of which are of course unavailable for Old English.⁴ Or, in other words: any study on Old English semantics is necessarily and only descriptive in nature. After all, to a certain extent we do not even know how great a part of the Old English lexicon is represented

¹ Thus for example Cruse, *Lexical Semantics*, pp. 8–9: ‘Probably the most disadvantaged researchers in this respect in the field of linguistic semantics are those who study “dead languages”. Often virtually the only direct evidence available to them is a corpus of written utterances, of somewhat fortuitous make-up, and now probably fixed for eternity.’

² For the former, see Ogden and Richards, *The Meaning of Meaning*; for the latter most prominently Bloomfield, *Language*, in particular pp. 139–57 for his concept of ‘meaning’. For a succinct criticism of those methods in reference to Old English semantics in particular, see Kühlwein, *Verwendung der Feindseligkeitsbezeichnungen*, pp. 16–18. On Bloomfield’s failure to incorporate meaning into his theoretical framework, see further Ullmann, *Semantics*, pp. 58–61.

³ At any rate, generativist linguists have always struggled to incorporate semantics into their framework because semantics, more than any other field of linguistics, depends to a large extent on extra-linguistic factors. See for example Katz and Fodor, ‘The Structure of Semantic Theory’, although at least they seem to recognize these limitations. On the lack of relevance of their theory for dead languages, see Leisi, *Praxis der englischen Semantik*, pp. 28–9. In this context Traugott and Dasher, *Regularity*, p. 3, emphasize the lack of exceptionless rules in semantic change.

⁴ Much as Butler and Mitchell bemoan the lack of such tape-recordings in ‘Some Lexicographical Problems’, p. 80. See also Traugott and Dasher, *Regularity*, p. 15, who refer to the difficulty (if not outright impossibility) of ‘tapping’ the intuition of speakers of a dead stage of a language; also Hogg, ‘Introduction’, pp. 19–20.

in our texts.⁵ Modern linguistic theories, on the other hand, are of course properly experimental and aim to transcend pure descriptivism. As such, it is necessary to look specifically at previous scholarship in Old English semantic studies to find a methodology that may be of universal validity for studies in the same field.⁶ However, some useful suggestions can also be found in German studies of medieval vernacular legal language based on the so-called barbarian law-codes of early Continental Europe.⁷

The first problem is of course the limitation of the object of the semantic study. Ever since the work of Jost Trier on word-fields from the 1930s onwards, it has been a given that words should not be studied in isolation, but always in association with related terms, that is the object of the investigation should be a ‘word-field’.⁸ However, the issue of choice and limitation of words for inclusion in the investigation remains even after this basic tenet has been accepted. To a certain extent, this is dependent on whether the focus of the investigation is intended to be primarily onomasiological or semasiological. The onomasiological approach starts with a concept and endeavours to establish which words were used to express that concept; the semasiological approach starts with a word or lexeme and intends to demonstrate the various shades of meaning exhibited by this word. However, in order to reach a holistic understanding of the semantics of a word or word-field, it appears most fruitful to combine both of these methodological approaches. Ruth Schmidt-Wiegand, whose work on medieval German language has dealt with a number of these issues, generally prefers the onomasiological approach, but stresses that it is still possible to approach a concept (*Begriff*) or conceptual field (*Begriffsfeld*) by a semasiological investigation of a single word.⁹ It needs to be borne in mind further that ‘word field’ should be taken as broadly as possible. Schmidt-Wiegand has used the terms ‘network of association’ (*Assoziationsgeflecht*) and ‘field of association’ (*Assoziationsfeld*) to describe the object of study.¹⁰ These are useful terms if once

⁵ On the problem of ‘colloquial speech’ in OE, see Magoun, ‘Colloquial Old and Middle English’; von Lindheim, ‘Traces of Colloquial Speech’.

⁶ I am indebted in particular to the synthesis of a large amount of previous scholarship in this field in Strite, *Old English Semantic-Field Studies*, pp. 14–30; and the opening chapters of Kühlwein, *Verwendung der Feindseligkeitsbezeichnungen*. For a very useful summary of and introduction to Old English semantics and vocabulary see further Kastovsky, ‘Semantics and Vocabulary’.

⁷ See Schmidt-Wiegand, ‘Historische Onomasiologie’, for some programmatic statements and a case-study; also the introductory remarks in von Olberg, *Bezeichnungen*, pp. 1–13; and for a more general overview of this research area Reichmann, ‘Historische Lexikologie’ (though mostly in reference to German).

⁸ This was first set out by Trier in the introduction to his *Der deutsche Wortschatz* and in his articles ‘Sprachliche Felder’ and ‘Das sprachliche Feld’. On his influence, see for example Lyons, *Semantics I*, p. 252. See Schmidt, *Wortfeldforschung*, for a collection of the most influential articles (in German) on word-field theory up to the 1960s.

⁹ Schmidt-Wiegand, ‘Historische Onomasiologie’, p.72. As Durkin, *Oxford Guide to Etymology*, p. 231, has pointed out, the basic distinction holds for thesauri (which are primarily onomasiological in their approach) and dictionaries (which are semasiological), but historical dictionaries combine these.

¹⁰ Schmidt-Wiegand, ‘Historische Onomasiologie’, p. 54.

again ‘association’ is used as loosely as possible, so that it may refer to actual denotations, connotations, or patterns of collocations. As the boundaries are often blurry, and these concepts are frequently either indistinguishable or interconnected, it seems unnecessarily narrow-minded to insist on sharp delineations in this context.¹¹

Looking specifically at Old English, one way to begin is to look at glosses and establish the words that translate a certain Latin term, and then to compare them throughout the corpus of Old English writings.¹² However, one of the problems associated with this approach is of course that we may just be shifting the problem to the original language, that is how certain are we about the precise meaning(s) of the Latin term (though Latin is of course for the most part better attested)? And, furthermore, which aspect of the Latin term is being translated?¹³ Or, to couch it in more theoretical terms: a lexeme that translates a word from another language will never share *all* shades of meaning with the foreign or source word, but may only be applicable in a unique context, thus the overlap of meaning still needs to be established. This problem becomes particularly acute when we are dealing not only with the translation of words but of concepts previously unknown to the recipient language. The prime example of this in our context is of course the introduction of Christianity to the Anglo-Saxons, and thus that of Christian concepts into Old English.¹⁴ This is a reflection of the broader, psycholinguistic and cognitive, problem about the extent to which the *Weltbild* of a speech community is actually shaped by its language, rather than vice versa, which has been exercising the minds of linguists for generations.¹⁵ Furthermore, this limits the possible field of investigation to those words for which one is able to find a supposedly exact Latin correspondent.

Another approach is of course to start with dictionary definitions or thesauri. The recent *Thesaurus of Old English* and the even more recent *Historical Thesaurus of the Oxford English Dictionary* would *a priori* seem to make excellent starting points for the scholar about to embark on the study of a semantic field. However, here one encounters precisely the problem of categorization. The editors of the *Thesaurus of Old English* have attempted to base their classification system on what they considered one can know about the Anglo-Saxon world view rather than modern taxonomies, although they still derive their 18 major

¹¹ The same point has recently been made in the context of a similar study by Hall, ‘The Meanings of *Elf*’, p. 21 (a book based on this thesis has since been published as Hall, *Elves in Anglo-Saxon England*, but that version does not include his remarks on methodology). For Schmidt-Wiegand, ‘associations’ include similarities of sound, root, word-formation and meaning (‘Historische Onomasiologie’, p. 54).

¹² A method exemplified by the works of Lohmander, *Old English Words*; and Schabram, *Superbia*.

¹³ See chapter 3 below, in particular pp. 75–6, for a discussion of this issue in the context of the present study.

¹⁴ Keiser, *The Influence of Christianity*, in particular pp. 7–15; Gneuss, *Lehnbildungen und Lehnbedeutungen*.

¹⁵ On cognitive linguistics see for example, Taylor, *Linguistic Categorization*.

categories from the more comprehensive *Historical Thesaurus* which implies categories that need to be applicable more broadly to several stages of the English language. It needs to be pointed out here that the compilers of the *TOE* are aware of these issues.¹⁶ They also acknowledge that the words assigned to each group are not synonyms ‘in any strict sense of the term’ but only ‘loosely synonymous’ in that they express the concept defined by the heading.¹⁷ Thus words that appear polysemous to a modern mind are listed in a number of different categories (for example, *mod* appears in five groups across three categories).¹⁸ Nevertheless, the *TOE* provides a good starting point for a preliminary overview of the word-field. But, as will be shown in more detail below, it is precisely the looseness of synonymy between words in a group that this thesis to a certain extent aims to overcome. As the editors of the *TOE* say, any thesaurus ‘sacrific[es] semantic or grammatical specificity to breadth of conceptual coverage.’¹⁹ This study, on the other hand, deals with words of close semantic proximity and their interactions within a word-field and should thus be seen as filling in the broad brush strokes provided by the categories of the *TOE* with more detail.

Overall, a combination of different approaches seems to be most promising. As a starting point, dictionaries and thesauri will suffice, together with translations of Latin words provided by fairly contemporary glossators. However, as pointed out by Andreas Fischer in a study discussed in more detail below, it remains necessary to go through all available Old English texts carefully in order to establish words belonging to the field one might have missed during those procedures, so that one may end up with a higher number of examples than one had envisaged at the start of the enterprise.²⁰

Since the time of Trier, most studies in the field have not primarily looked to establish a universally valid methodology, recognising the problems inherent in examining the lexicon of a dead language. One exception, however, is Henk Aertsen who tried to show the value of semantic field-studies as complementary to the information provided by dictionaries of ‘dead languages’ through the example of Middle English.²¹ He expanded Trier’s field theory by introducing the concept of the two-part ‘conceptual field’, the structure of which was defined on the one hand by the lexical items of the lexical field, and the other by the senses of the

¹⁶ On the adaptation of categories for the *TOE*, see Kay, Sylvester and Wotherspoon, ‘One Thesaurus’, p. 176 and *TOE*, ed. Kay and Roberts, I, pp. xxxi-iii, where it is also acknowledged that ‘synonymy’ within the categories of the *Thesaurus* is meant to be taken in the loosest possible sense. There is a number of publications by the *Thesaurus* editors and others associated with the project explaining the rationale behind the classification, see above all Kay and Samuels, ‘Componential Analysis’ and the works referenced in Kay, Sylvester and Wotherspoon, ‘One Thesaurus’, p. 176, n.6.

¹⁷ *TOE*, I, p. xxxiii.

¹⁸ *TOE*, II, s.v. *mod*.

¹⁹ *TOE*, I, p. xxxv.

²⁰ Fischer, *Engagement, Wedding and Marriage*, p. 14.

²¹ Aertsen, ‘Word Field Semantics’.

referential field. This is not only an attempt to render Trier's somewhat fuzzy methodology in more precise terms but Aertsen also importantly adds to the theory by recognising that only certain senses of a word may belong to a certain semantic field, with the others falling outside it.²² The same argument can be made for words within the word field; they may be synonymous in one or more senses but also exhibit meanings that set them apart from each other. Essentially, Aertsen's method is a reconciliation of semasiology and onomasiology and an argument for close reading of contexts within the study of a semantic field. He also points out that in order to find these nuances of meaning, it is in fact important to consider the whole field, rather than examining individual words.

Ever since Hans Schabram's important work from the 1960s onwards, it has moreover become a *conditio sine qua non* of Old English semantic analyses to actually investigate the whole corpus of Old English writings.²³ Of course, this task has been facilitated immeasurably by the 'by-products' of the *Dictionary of Old English* project at Toronto; first by the publication of *A Microfiche Concordance of Old English* and, more recently, by the availability of the entire corpus of Old English as a searchable online database.²⁴ This is furthermore a valuable tool to cross-check against the *TOE*, as pointed out by the editors of the latter.²⁵ It is also possible to limit the object of study to a particular type of text or author, an approach that can lead to valuable results within its chosen area.²⁶ Yet if the aim of the study is to reach an understanding of the use of a word or word-field within Old English as a whole, it will be necessary to include as much of the corpus as possible.

The works of two other scholars deserve a mention here, in that they are useful models for other researchers embarking on the study of an Old English word field. Wolfgang Kühlwein delivered two exemplary studies in the late 1960s, one on the field of 'blood', and one on the larger and more abstract field of 'enmity'.²⁷ He recognized the shortcomings of earlier semantic studies and the inapplicability of most modern theories for Old English. Thus he worked with what he termed the 'operationelle Bedeutungskonzeption' ('operational concept of meaning'), mainly a synthesis of various other methods (for example, he combines the rival but ultimately complementary field concepts of Trier and his contemporary Porzig). Thus he rightly stresses the importance of considering semasiological, onomasiological,

²² *Ibid.*, p. 42.

²³ See Schabram, *Superbia*, for a thorough application of this principle; *idem*, 'Kritische Bemerkungen'; Stanley, 'Studies in the Prosaic Vocabulary'.

²⁴ *Dictionary of Old English Web Corpus*, ed. Healey, <http://tapor.library.utoronto.ca/doecorpus/> (viewed October 24, 2010). But even this does sadly not replace the leg-work of reading texts for oneself.

²⁵ *TOE*, ed. Kay and Roberts, p. xvii.

²⁶ Recent examples are Schwyter, *Lexical Field* (on law-codes) and Pons-Sanz, *Norse-Derived Vocabulary* (on Wulfstan).

²⁷ Kühlwein, *Altenglisch 'Blut' and Verwendung der Feindseligkeitsbezeichnungen*.

syntactic and etymological parameters not in isolation, but in conjunction with each other (although he relegates etymology to a supporting role in what is essentially a synchronic study).²⁸ Kühlwein is also sensitive to other features that may have an influence on meaning, such as the influence of Latin, phonology, morphology and above all context, for example in terms of collocations and syntax. Such a pluralistic approach seems to be most promising, as it comes closest to covering every angle of the investigation of the meaning of a word field, a procedure that must needs take into account all the aspects highlighted by Kühlwein. Because of the complexity of his method, and his desire to express word meaning universally in a similar way to the ‘distinctive features’ proposed for phonology, he makes use of numerous tables ‘which sometimes can not do justice to meaning, but which nevertheless attempt to show the complexity of meaning’.²⁹ In Kühlwein’s conclusion to his work on terms for ‘enmity’, he uses the various parameters he had employed during his analysis to draw precise distinctions between the various lexical items. This method renders sharper profiles for the individual words than the attempt to find rough equivalents in another language to describe the complexities of variation of meaning in a word field, thus to a certain extent supporting Trier’s claim about the different divisions of conceptual fields in various synchronic states of one or more languages.

Andreas Fischer, in his study of terms for engagement, wedding and marriage in Old English encounters a similar problem, in that the words in the field do not easily yield themselves to sharp delineation, that is to say that the differences between the Old English words are not easily translated to the differences in the modern word field denoting these concepts.³⁰ Fischer, like Kühlwein, discards contemporary linguistic theories in the tradition of Bloomfield and Chomsky in favour of the ‘corpus method’. However he draws attention to the problems inherent in this method in reference to Old English, that is we cannot be sure that the nature, provenance or style of our ‘complete’ corpus of Old English is in fact truly representative of the actual language. Therefore, Fischer offers a checklist of factors in his introduction that need to be taken into account, arriving at a similarly pluralistic method to that employed by Kühlwein. These factors are for every single lexical item (in no specific order):

²⁸ Kühlwein, *Verwendung der Feindseligkeitsbezeichnungen*, pp. 23–54.

²⁹ Strite, *Old English Semantic-Field Studies*, p. 26. The same point has been made several times by more traditional philologists. See for example Gneuss, *Lehnbildungen und Lehnbedeutungen*, p. 14, in reference to Werner Betz’s work on loanwords in Old High German: ‘...es wird immer mißlich bleiben, das Leben der Sprache in Prozentzahlen auszudrücken.’ (‘...it will always remain awkward to express the living nature of language in percentages.’)

³⁰ Fischer, *Engagement, Wedding and Marriage*.

- Its etymology and occurrence (or non-occurrence) in other Germanic languages.
- The texts in which it is found, with special consideration given to their date and provenance (where known) and the type of text (“Textsorte”) they represent.
- The number of times it is actually attested in every one of these texts and in the corpus as a whole.
- Its precise meaning, to be established either from the context or (very frequently) from the Latin word it translates or glosses.
- Its co-occurrence in the same text(s) with synonymous or near-synonymous words.
- Its place among the set of words derived from the same stem (word family, “Wortsippe”), with regard to word-formation, meaning, and frequency.
- The semantic-syntactic patterns it appears in.
- The problem of survival, that is whether it disappeared at the end of the OE period or whether (and how) it survived into ME or even ModE.³¹

I have given Fischer’s list in full because it seems to me to provide a useful model for a semantic investigation.

As I have already hinted above, the Old English semanticist has to work in an exclusively descriptive way: he does not know how complete or even how representative both the corpus he is working with and, to a lesser extent, the lexicon transmitted through that corpus are.³² Hence wide-ranging theoretical conclusions should not be made on the basis of a semantic investigation in Old English. Because of our absolute dependence on the texts, it is vital for any study to treat the physical and cultural environment of the text very sensitively, as emphasized by Fischer in particular. The same goes of course for the actual context of the usage of the lexical items in question. While one needs to be wary of the danger of muddying — already far from clear — semantic waters with the somewhat murkier matter of literary interpretation, we will also have to pay attention to the literary function of words, whether

³¹ *Ibid.*, p. 13. Fischer goes on to say that ‘not all these factors are equally important or valid in each case’.

³² Cf. the remarks by Kastovsky, ‘Semantics and Vocabulary’, p. 293.

they are employed to render a Latin original or are represented in the ‘indigenous’ poetry (or, of course, both).³³ As such, the semanticist has to be a jack-of-all-trades, even if he ultimately be the master of none: part philologist, part linguist, part historian, part literary critic, maybe even part philosopher.³⁴

Two further points that arise partly from an overview of the scholarship need to be made: as should have become evident from the preceding discussion, the challenge of working without an established methodology may in fact be viewed as a blessing, in that it enables the lexicologist to shape his approach according to his demands.³⁵ A strict framework would partly be counter-productive simply because of the accidental and incomplete nature of much of the evidence.³⁶ Another aspect of this issue is the fact that certain concepts simply cannot be accommodated in theoretical terms: there remains a part of a semantic investigation that is based on something that might be termed ‘linguistic intuition’, obviously dependent on the researcher’s linguistic competence and knowledge of the texts in his corpus.³⁷ I refer in particular to the issue of the limitation of the corpus and the aim and eventual outcome of the study: even if one defines one’s term as rigidly as possible, there is no stringently scientific way to delimit a word-field. Thus, even if one is as careful as possible to approach the object of study from both sides, as outlined above, that is by establishing a preliminary field through the investigation of thesauri, dictionaries and contemporary glosses and then trawling through the texts to supplement or substitute this list from the context of actual occurrences, the decision of what defines similarity to the original object of study rests with the individual. And in part this comes down to the effect that Roberta Frank once described so delightfully: ‘When the philologists repair to their wilderness of old texts... they end up getting gloriously lost, diverted by unexpected echoes and detours, crossroads of meaning and a confusion of learned dwarfs.’³⁸ Because of the unquantifiability of lexicological work in this vein, the

³³ See for example Robinson, ‘Lexicography and Literary Criticism’, for some examples of literary over-interpretation for seemingly exceptional cases of word meanings. Of course it also needs to be kept in mind that poetry can also be based on Latin originals; this is most evident in Old English biblical verse.

³⁴ A point recognized more than half a century ago by Stephen Ullmann, *Semantics*, preface [unnumbered]: ‘Semantics is one of those modern disciplines which lie astride the borderline between linguistic and literary studies and thus help to emphasize the essential unity of the humanities.’ See also Durkin, *Oxford Guide to Etymology*, pp. 245–6 who says that ‘[e]xtralinguistic historical and cultural factors can have an enormous impact on the semantic development of words.’

³⁵ On a more general level, the same point was made by Spence, ‘Linguistic Fields’, p. 106, almost half a century ago: ‘One might add that the less doctrinaire approach of the ordinary lexicologist preserves him from the danger of being led astray by rigid preconceptions about his subject matter.’ For another exemplary, if brief, study that draws attention to some problems involved in semantic investigations, see Fell, ‘Mild and Bitter’. See now also Durkin, *Oxford Guide to Etymology*, for an excellent introduction to issues pertaining to etymological and lexicographical research.

³⁶ Thus for example Schmidt-Wiegand, ‘Historische Onomasiologie’, p. 72.

³⁷ Reichmann, ‘Historische Lexikologie’, pp. 444 and 449–50.

³⁸ ‘Unbearable Lightness’, p. 498.

method, the aim and the outcome are invariably shaped during and defined by the actual process of investigation.

Once again partly connected with this is the paramount importance of contextual analysis of occurrences of words in a semantic study.³⁹ This has been hinted at several times already, and might seem to be common sense, but this is actually a fairly recent development in historical semantic studies. Early lexicological investigations were heavily influenced by the *Wörter und Sachen* school, which aimed to explain the historical development of concepts (mostly physical objects) through an investigation of word-fields denoting these concepts, yet often neglected the linguistic side in favour of what might be called ‘technical history’.⁴⁰ With regard to Old English, there is a large number of German studies from the early twentieth century which are concerned both with this type of cultural history and etymology on the other hand, under the influence of such luminaries as Johannes Hoops and Ferdinand Holthausen. The *kulturgeschichtlich-etymologische Untersuchung* (the usual sub-title of these German dissertations) was the prototype for any kind of semantic study.⁴¹ The main aim was to collect all terms (or ‘types’) for a certain word field, and even though the collection of instances of that word (or ‘tokens’) was fairly comprehensive — at least in terms of the editions and texts available at the time —, no real effort was made to investigate every single occurrence of the type, much less through a close reading of the context.⁴² The emphasis was on explaining a word’s meaning through its history and its cognates in other languages, rather than looking to establish meanings through a thorough investigation of its respective uses in Old English itself.⁴³ Furthermore, with their additional interest in *Kulturgeschichte* or cultural history, the method of these scholars was almost exclusively onomasiological, in that the aim was to find the words expressing a concept, but not to search for the nuances of concept expressed by the words.

The next generation of semantic studies frequently employed etymology as the exclusive way of establishing a word’s meaning. In particular, this was the territory of students of Trier’s in the 1950s and 60s, which is somewhat ironic given that in his earlier works Trier had condemned precisely this reliance on etymology for semantic studies.⁴⁴ To compound this, most of the works from this period were founded in ‘a preconceived view of

³⁹ See Heaney, ‘Straining Words’.

⁴⁰ Schmidt-Wiegand, ‘Wörter und Sachen’; Reichmann, ‘Historische Lexikologie’, pp. 441–2.

⁴¹ For an overview and a bibliography of these studies, see Strite, *Old English Semantic-Field Studies*, pp.16–18.

⁴² On ‘types’ and ‘tokens’ see for example Lyons, *Semantics* I, pp. 13–18.

⁴³ Strite, *Old English Semantic-Field Studies*, p. 18.

⁴⁴ For example *Der deutsche Wortschatz*, p. 17.

the almost exclusive importance of vegetational beliefs in Germanic antiquity'.⁴⁵ In reaction to this, a number of programmatic articles heavily criticized this approach and stressed the importance of contextual analysis as the most important aspect of any semantic study.⁴⁶ Again, 'context' is a broad term, probably best exemplified by Fischer's list above. All of his points could be described as 'contextual', though in a narrower way 'contextual analysis' obviously refers to the occurrence of a word in an actual text — which leads us back to literary analysis as part of a semantic study, something that is frequently neglected in statements dealing with theory and methodology.

As will become evident, the present study is an amalgamation of most of the approaches outlined above. The research started from an onomasiological point of view, that is an attempt was made to establish the Old English words denoting AGREEMENTS. During the course of this collection, the study took on a more semasiological slant with its present focus on the word *wedd*. Originally, the Anglo-Saxon law-codes were considered as a useful starting point, as they would by their nature deal with (specific) types of agreements. They still form the basis of the investigation and are discussed in chapter 2. Relevant words were in the first instance collected from the *Thesaurus of Old English*: in addition to *wedd* this included, among others, *treow* and *wær*. These words were initially checked against available dictionaries of Old English and the results of a preliminary search of the corpus to find words that might be of particular interest (again, difficult to quantify and to some extent based on intuition) and occurred with enough frequency to allow an investigation that would render some kind of conclusion. One of the words highlighted during this process was *wedd*, normally translated as 'pledge'. Thus the first search of the law-codes focused on the occurrences of this term. The collection of the occurrences was started by the use of the *Dictionary of Old English Web Corpus* (obviously accounting for possible spelling variations) and then checked by a reading of the available editions of the Anglo-Saxon laws.⁴⁷ The definition of the word field to be discussed in connection with *wedd* also arose from this work: this was narrowed to mainly consist of *að* and *borg* for the discussion of the laws, as both of these words fulfil similar functions in legal contexts. It might be worth pointing out that 'context' in this sense refers to extralinguistic matters, rather than primarily the syntactic

⁴⁵ Green, 'Old English "dryht"', p. 404 (a review of the work of Trier's student Ernst Dick on *dryht*). Green himself, on the other hand, may have gone too far, at least in his *Carolingian Lord*, in relying on cognates throughout the Germanic languages for his investigation of Old High German words for 'lord' (see Schmidt-Wiegand, 'Historische Onomasiologie', pp. 76–7).

⁴⁶ Schabram, 'Etymologie und Kontextanalyse'; Schützeichel, 'Kontext und Wortinhalt', in particular pp. 418–20; also Schmidt-Wiegand, 'Historische Onomasiologie', p. 54.

⁴⁷ Primarily of course the monumental Liebermann, *Gesetze*; for the laws of the Kentish kings see now also Oliver, *The Beginnings*.

or semantic environment. Semantic-syntactic similarities are also taken into account, but semantic proximity is established through analysis of the content of the legal clauses, rather than on purely linguistic grounds. Another limit that was imposed was that of word category: this study focuses on nouns, partly because *weddian* and its derivations have already been discussed (at least to a large extent) by Fischer, partly because during the course of the investigation an analysis of the nouns appeared to be more promising. Verbs are discussed in appropriate circumstances, but they are not the primary object of the study.⁴⁸

This semantic comparison is supplemented by a discussion of formulaic word-pairs in Old English legal language. The investigation of the law-codes established that *wedd* frequently occurs in parallel word-pairs, in particular with *að* and the alliterating *word*. Thus, the semantic function of *wedd* and its position in the word-field can only be fully explained through an analysis of this type of word-pair; this is discussed in the second part of chapter 2. This is also an example of the necessary flexibility of method advocated above: such an analysis will not be relevant to every kind of semantic study, and therefore need not be included as a methodological prerequisite. The need for it arose only from context-based investigation of words that had been determined earlier.

The results of the analysis of the ‘purely’ legal contexts of *wedd* and its function in word-pairs are then used to consider occurrences of the word in related text types such as charters and wills, and specific entries in the Anglo-Saxon Chronicle. Again, these texts were considered to be of interest from the start as they frequently deal with and describe agreements between individuals. The uses of *wedd* in these texts exhibit similar characteristics to those discussed in the law-codes, and thus serve to confirm, augment and qualify the previous findings. It may be pertinent at this point to point out that while the present study aims to investigate the corpus of Old English as broadly as possible, not all text types or occurrences of relevant words can be treated in the same amount of detail, though (hopefully) all instances have been collected. At least some mention will be made of most occurrences of *wedd* throughout the corpus, though some instances may be omitted or relegated to a footnote if they exhibit a usage of *wedd* that has already been sufficiently documented in other examples.

In short, chapter 2 aims to show how authors of Old English legal texts conceptualized and expressed ‘agreements’ in the wider and ‘pledges’ in the narrower sense. The distinction between ‘authors’ and ‘audience’ is important throughout the corpus of Old English, and it

⁴⁸ This approach takes this study further away from a framework of universal applicability. As Traugott and Dasher, *Regularity*, pp. 3–4 point out, semantic changes in the field of nouns are more likely not to be subject to linguistic generalization because of the importance of extralinguistic factors in the referential domain.

needs to be said that, because of its descriptive nature, an Old English semantic study can only attempt to determine what the *author* meant, rather than what an *audience* would have understood (and even this only very cautiously). As the boundaries between orality and literacy become ever more blurred, this study refrains for the most part from making assumptions in this field.⁴⁹

Another issue, relating to a discussion of prosaic, 'historical' sources should be addressed at this stage. Due to their nature, law-codes and charters have for the most part been the province of historians, and have only rarely received much attention from literary scholars. They have, on the other hand, provided a more fertile ground for lexicologists. However, this is precisely an area where the disciplines connect and intertwine: the sources are only useful for the historian if he knows exactly what they say. Thus, the value of semantic studies to those scholars whose expertise lies in other fields should be obvious. Schmidt-Wiegand suggests that the lexicologist should be guided in the choice of his field of inquiry by its usefulness to related disciplines, although she also stresses that historical semantics should not be viewed as merely an auxiliary discipline.⁵⁰ While there is no need to go that far, it has already been mentioned that lexicology is not easily categorized as a single sub-set of the humanities and is in fact a fundamental part of any historical investigation.⁵¹ Thus, to a large extent previous scholarship on legal vocabulary is partly embedded in historical investigations. Early generations of scholars might not necessarily have seen the difference: for Grimm, language (in particular the poetic register) and law were expressions of the same soul of a people, while for example Liebermann's work still combines detailed philological observations with scholarship on Germanic legal history.⁵² A lot of early scholarship was of a pan-Germanic bent, trying to find the *urgermanische* root whence the laws of all Germanic peoples sprang. Thus a lot of stress was laid on the cognateness of laws and legal terms, frequently glossing over the difference in time between the surviving law texts from the various areas of the Germanic world. This in turn partly highlights the dangers of a prioritization of etymology, as cognate terms were reduced to their etymological root and identical or at least similar functions assumed.⁵³ The flaws in this method have now long been

⁴⁹ There is a vast amount of recent scholarship on the subject of orality and literacy in the Anglo-Saxon world, for example in the spheres of poetic composition and reception, lay literacy and related issues of government, and 'oral' aspects of prose works. See, among many others, Clanchy, *Memory to Written Record*; Keynes, 'Royal Government'; O'Brien O'Keefe, *Visible Song*; Amodio, *Oral Tradition*; Orchard, 'Crying Wolf'.

⁵⁰ 'Historische Onomasiologie', p. 75.

⁵¹ Cf. Reichmann, 'Historische Lexikologie', p. 440.

⁵² See in particular his famous remarks in 'Poesie im Recht', p. 27.

⁵³ This approach is very much in evidence in works such as Brunner, *Rechtsgeschichte*.

recognized, and any comparative analysis is now handled with greater caution.⁵⁴ However, in a historical analysis of medieval law, the comparative aspect still plays an important part.⁵⁵ Nevertheless, in the present investigation this has been for the most part ignored, as the emphasis lies on an analysis of Old English words. Again, this is no strict rule, as cognates are discussed when the appropriate context arises; this is the case particularly in regard to Old Norse legal language.

On the other hand, the importance of semantic analysis in historical studies has also been recognized by historians. In recent decades, the study of medieval communities in its broadest sense has been at the forefront of medieval historical studies.⁵⁶ For the most part, these studies have focussed on continental Europe, where there are fewer vernacular sources, and thus any semantic discussions were necessarily based on Latin. The necessity for an investigation of the terminology has not been in question, but a number of scholars have highlighted the fact that the sources seem to use terminology fairly indiscriminately, so that types of community that are described by different terms are not necessarily different in reality and vice versa.⁵⁷ This both confirms the importance of historical semantic studies in the neighbouring field of history, and the problems associated with it. The comparatively recent interest in the history of ideas is inevitably based to a large extent on an analysis of the vocabulary used to describe the relevant ideas. The danger from the other end is that a semantic investigation might get caught up in these ideas about ideas — so once again, a close focus on the context is all-important.

Connected to this is another point that needs underlining: this investigation of a small part of the Old English legal lexicon is not meant primarily as a contribution to legal history or an elucidation of the Anglo-Saxon legal system. Once more, such issues may arise from time to time and, as has already been hinted at, a significant amount of the previous scholarship on some aspects of the discussion is of a historical slant. The analysis here is narrowly context-based, although the sweep of different text types included in the discussion should permit some broad conclusions on how, from a textual and contextual point of view, legal agreements may have functioned. However, as should be obvious by now, the approach and methodology are not those of historical scholarship.

⁵⁴ See the remarks in the relevant entries in the recent *Handwörterbuch zur deutschen Rechtsgeschichte*, for example Naumann, 'Rechtssprache', col. 269, who states categorically that there is no common Germanic legal vocabulary that might testify to primary kinship (*Urverwandschaft*).

⁵⁵ See for example Wormald, *Making*, p. 30.

⁵⁶ The most important works here are Althoff, *Verwandte*; and in English Reynolds, *Kingdoms and Communities*.

⁵⁷ Althoff, *Verwandte*, p. 133; Reynolds, *Kingdoms and Communities*, pp. xliv–v. For a study of related Latin terms see Michaud-Quantin, *Universitas*.

In summary, chapter 2 is a semantic field study in the sense that it aims to show how the prescriptive legal texts of Anglo-Saxon England (supplemented by the more descriptive text types of charters and wills) defined the field of legal agreements, that is which words (and more specifically nouns) were used in this field. It is further shown how the meanings of these words are used metaphorically and metonymically in later legal language, thereby underlining the importance of the concepts to the conceptualization of the legal world.

Having laid this groundwork, the present study departs from a purely descriptive semantic investigation. One of the issues that arose during the initial research was the way the legal terminology described in chapter 2 was employed in other text-types or registers. Thus chapter 3 discusses the use of PLEDGE words in religious prose. This includes above all the Anglo-Saxon homiletic writings, but also Bible translations and glossaries. This seems apt at this point since, as has been pointed out above, it is in the field of Christian doctrine that issues of translation arise in particular. Anglo-Saxon authors appear to have considered *wedd* to be equivalent to a number of Latin terms, such as *foedus*, *pactum* and *pignus*. This is explored starting from the findings of chapter 2. There are several concepts within Christian doctrine that are particularly associated with pledges and the word *wedd*: the various covenants of God and mankind in the Old Testament, in particular those of Noah and Abraham; and from the New Testament the sacraments of the Eucharist and baptism. The study of a number of cultures has shown that divine covenants are often modelled on human legal contracts and therefore described with the same vocabulary, yet the consistency with which *wedd* is employed by the Anglo-Saxon writers appears to be remarkable. There is thus no ‘pledge’ word field in religious prose as such. Instead, words that occur in similar contexts to *wedd* are different in meaning, but appear to be related in the description of concepts: words such as *hiw* (‘form’) are used particularly by Ælfric in his writings on baptism and the Eucharist; an analysis of this forms part of a detailed discussion of his description of the Eucharist in his famous *Sermo de sacrificio in die pascae*.

Of course, as so much of religious writing in Old English is translated or adapted from Latin sources (and a large amount of scholarship is therefore dedicated to source criticism), this is taken into account at every step of the investigation. In spite of this caveat, conclusions can of course be drawn from the Old English usage, as the translator obviously makes conscious choices. However, given this focus, I make no claims to comprehensiveness as regards the Latin sources: I have worked backwards from the Old English context, rather than endeavouring to find all instances of pledge words in Latin sources known to have been translated into Old English and to see if and how they have been translated. Nonetheless, I

begin chapter 3 with an investigation of glosses and glossaries, as these show some more variation. Here *wedd* is often used synonymously with *wær*, either by both words being used respectively by different glossators for the same Latin word in the same original text, or by occurring together in a double-gloss.

It should be obvious that this part of the study is some way removed from the aims and purposes of chapter 2. The methodology I advocate here is ‘flexibility’: I have gone where the evidence has taken me. A mere collection of instances of pledge words outside of legal prose seemed meaningless, so the issues arising in relation to close reading of the primary sources have on occasion taken on a more literary or thematic rather than linguistic bent.

To a certain extent, this follows in the footsteps of work such as Richard Firth Green’s *Crisis of Truth*. Although it has of course not been possible to emulate this excellent work in terms of the range of sources surveyed or the sweep of its conclusions, it has in many ways influenced my thinking about the use that close reading and semantic analysis can have on literary criticism. Green begins with an analysis of the word ‘truth’ (in its various incarnations) in his period, carefully establishing the various shades of meaning before going on to use this for detailed investigations of a literary nature on a wide range of texts. *Wedd* or ‘pledge’ may not be as much of a key word as Green’s ‘truth’, but I hope to have shown the use of such an approach to the Old English period.⁵⁸

This further informs chapter 4, which discusses pledges in poetry. The starting point was once more the word *wedd*, but in this text type it has once again been necessary to broaden the word field. From an initial survey of the Old English corpus it has been clear that *wedd* is to all intents and purposes a prosaic word: it occurs only a handful of times in poetry. This of course makes those few instances particularly interesting to the literary scholar, all the more so because this does not mean that pledges or covenants play no role in Old English poetry. In fact, if we take the contexts in which pledges and pledge words occur in prose, in particular the legal texts, there are several situations in the social world of Old English poetry where one would expect similar words to be used. Yet the poetic vocabulary is different: the main word used here is *wær*. This is true even for the poetic renderings of biblical sources, where *wedd* is used consistently in Old English prose — conversely, of course, *wær* does not occur in these prosaic contexts. This chapter therefore analyses this discrepancy of vocabulary and aims to explain those instances where *wedd* is used. Following on from the observations made on glosses and glossaries in chapter 3, I also draw some tentative conclusions that may

⁵⁸ For the technical use of ‘key word’ see Green, *Crisis of Truth*, p. 3.

help to explain the comparatively fixed distinction in word usage between the respective registers, and to trace the semantic development of the word field.

In summary, I have endeavoured to follow my belief that close semantic analysis and close literary analysis (close reading in every sense, if you will) depend on each other and are mutually reinforcing. *Wedd* is discussed in its origins as a legal term, together with its word field in legal texts and its formal contexts in word-pairs. The results of this analysis are then used to investigate the use of this particular small aspect of legal terminology in religious prose, with reference to issues of translations, and in poetry, where the word field includes different lexical items and shows a divergent use. I hope to have shown the value of such a mixed approach and to have avoided the danger of falling between all possible stools.

CHAPTER 2: PLEDGES IN ANGLO-SAXON LEGAL PROSE

Part I: The law-codes — a chronological survey

This chapter deals with the surviving law-codes issued by Anglo-Saxon kings in chronological order. ‘Chronological order’ refers to the regnal dates of the kings and thus the likely dates of issue of the law-codes, rather than those of the manuscripts in which the texts survive. It is of course well-known that a large number of Old English legal texts survive only in one copy, and a large proportion of these only in the twelfth-century (and thus late) *Textus Roffensis* (Rochester, Cathedral Library MS A.3.5). Nevertheless, I have been inclined to follow Patrick Wormald and Mary Richards in attributing relative stability of vocabulary to the Anglo-Saxon law-codes.¹ The discussion below will show that this timeline seems to be able to account in a coherent manner for the semantic development of the word field of PLEDGES. The structure of this chapter is chronological rather than thematic. This allows for a detailed analysis of developments in the conceptual field of legal agreements.

It is necessary to start off with a note on terminology: the use of ‘agreements’ as the underlying concept and starting point of the investigation is deliberately broad in order to incorporate as many legal situations as possible. Early scholarship had a habit of applying modern legal categories to early medieval law, which obviously did not conform very well. This was particularly true of what would nowadays be called ‘contract law’.² This is one aspect of the agreements I want to look at, but I also include treaties and in particular legal procedure. In all of these categories there is a link between sureties and pledges, with oaths and hostages often playing a similar role.³

Early scholarship attempted to distinguish clearly between these concepts, but more recently it has come to be accepted that the terminology as used in medieval sources is not clear-cut, and the boundaries are extremely blurry if they exist at all. The old assumption was that agreements used to be made binding through the giving of hostages — but this of course only holds true for treaties on the level of whole peoples or tribes.⁴ In terms of ‘private law’, it was assumed that sureties came first, to be replaced by pledges (in the sense of physical

¹ Richards, ‘Elements of a Written Standard’; Wormald, “‘*Inter Cetera Bona*’”, pp. 183–4.

² See for example the remarks in Pollock and Maitland, *History of English Law I*, 57–8.

³ Throughout this study I will use ‘surety’ to refer to a person and ‘pledge’ to refer to an object (unless otherwise specified).

⁴ Ogris, ‘Geisel’; von Olberg, ‘Geisel’. Ogris assumes that hostage-taking may also have played a role in private law.

objects) which in turn came to be de-reified and become merely symbolic in character.⁵ However, the work of Franz Beyerle showed that the development was not linear, and that sureties and pledges could occur at the same time in early medieval law.⁶ The chronological survey below shows that this is true of Anglo-Saxon law. If anything, the development seems to go the other way: sureties appear in official royal legislation comparatively late in the period, in contexts where earlier laws employ pledges.

What seems to hold true is that there was no concept of the word or promise being legally binding *in and of itself* in early medieval law: something else was required, either a ritual or the involvement of an object or, most frequently, both. It is in this context that pledges are given. Originally a pledge was given on the occasion of the contract; it was standing in for the actual debt the debtor had to pay. There was however no further obligation: if the debtor did not pay the original debt, the creditor was allowed to keep the pledge but had no further right of satisfaction.⁷ But the formal act of handing over the pledge was an important part of the contract.

One of the main issues in early legal historical scholarship was whether a pledge contract was a contract of obligation or a contract of liability.⁸ Scholars assumed that the giving of a pledge meant that the giver assumed liability, but only for the value of the pledge. However, more recently scholars have come to the conclusion that a strict distinction between obligation and liability for the legal interpretation of pledge contracts is erroneous.⁹ Usually it was a promise to do something in the future (thus creating an obligation); if the giver of the pledge did not fulfil this, there would be repercussions (that is he assumed liability for the fulfilment of the agreement). Thus, obligation and liability cannot be separated in a discussion of these concepts.¹⁰ This summary is a useful conceptual starting point for the present study, as the ‘agreements’ in question — be they international treaties or private transactions — are intended to regulate future behaviour in its broadest sense. As a preliminary remark, it is necessary to state that I will not be talking about the larger word-field of OATHS in the Laws. These terms, *að* above all, will be discussed when they appear in collocations or close connections with the more narrowly defined terms for ‘pledges’. Patrick Wormald promised a discussion of the centrality of the concept of oaths for the Anglo-Saxon legal system in the

⁵ Würdinger sees this as having already happened by the time the Anglo-Saxon laws come to be written down (‘Einwirkungen des Christentums’, p. 113).

⁶ Beyerle, ‘Ursprung’; for more recent summaries see Böttcher, ‘Bürgschaft’; Kaufmann, ‘Bürgschaft’.

⁷ See for example Lipp, ‘Pfand’, col. 5; Hagemann, ‘Wette’ II, col. 1331.

⁸ See above all the monumental work of Gierke, *Schuld und Haftung*.

⁹ See Hagemann, ‘Wette’ (I); *idem*, ‘Wette’ (II); Lipp, ‘Pfand’.

¹⁰ Hagemann, ‘Wette’ (II), p. 69.

second volume of his *Making of English Law*.¹¹ The main difference is that oaths are for the most part assertory, that is they are meant to confirm what someone did or did not do; pledges on the other hand are promissory, establishing what someone will or will not do (though this distinction is not without exceptions).¹² An example of the latter in the context of juridicial procedure can be found in Ine 8:

Gif hwa him ryhtes bidde beforan hwelcum scirmen oððe oþrum deman & abiddan ne mæge, & him **wedd** sellan nelle, gebete XXX scill. & binnan VII nihton gedo hine ryhtes wierðne.¹³

The accused is meant to give a pledge that he will compensate the accuser according to the judgment.¹⁴ Ine 54 gives us an example of the use of oaths, here in reference to a denial:

se þe bið werfæhðe betogen & he onsacan wille þæs sleges mid **aðe**, þonne sceal bion on þære hyndenne an kyningæde be XXX hida, swa be gesiðcundum men swa be cierliscum.¹⁵

Our main concern here is the fact that the crime can be denied through an oath, as it highlights the difference between assertory and promissory statements and thereby pledges and oaths respectively.

In Old High German there is a distinction between a pledge that is given and one that is taken. The former one is *Wette*, cognate with Old English *wedd* and surviving into Modern German in the meaning of ‘bet’. A pledge that was taken was called a *Pfand*, but this word does not exist in Old English, nor in Old Norse, so in these languages both types of pledge are called *wedd* and *veð* respectively. The distinction is established through the verb used, that is *sellan* or *niman* (though the latter is in fact very rare in Old English). This distinction holds true in the early stages of the semantic development of the term, when a *wedd* was a physical object. As I will show, *wedd* underwent a semantic extension to refer to the agreement which

¹¹ Hints are scattered throughout the first volume: p. 137, p. 148 and p. 283. For a brief summary of his views see also, *idem*, ‘Oaths’.

¹² Cf. Richards, ‘The *Dictionary of Old English*’, p. 60.

¹³ Ed. Liebermann, *Gesetze* I, 92. ‘If someone demands his right in front of some official or another judge and is unable to obtain it, and [the accused] does not want to give him a pledge, let him [that is the accused] pay 30 shillings and do him the right’s worth within 7 nights.’

¹⁴ See below, pp. 27–8, for a more detailed discussion.

¹⁵ Ed. Liebermann, *Gesetze* I, 112–4. ‘If anyone is accused of the killing of a man and he wishes to deny that killing with an oath, then there shall be a man entitled to swear the king’s oath to the value of 30 hides in every hundred, both for noble-born men and common.’

the pledge was given to confirm. Its use (but not its meaning) was analogous to for example the giving of one's word, so the expression *wedd niman* lost its usefulness. An argument has been made that this semantic extension from a physical object to a symbolic act was a consequence of the influence of Christianity on legal interactions.¹⁶ Yet I will argue below that this development is not taken to its extreme in that the *wedd* becomes fully and only symbolic, and that the giving of a pledge retained a function that made it more than an empty symbol.

The kings of Kent

The earliest surviving law-codes from Anglo-Saxon England are those of the Kentish kings Æthelberht (d. 616), Hlophere and Eadric (673–85 and 685–6 respectively) and Wihtred (690/1–725). Overall, their interest in the regulation of legal interaction and therefore concepts such as pledges is rather limited and it is therefore warranted to deal with them rather briefly. Nevertheless, they hold intrinsic interest because they provide a first insight into the concerns of early Anglo-Saxon law-makers and at least introduce several of the themes that will be discussed throughout the course of the chapter.

The law-code of Æthelberht of Kent is the first official legal publication in textual form in Anglo-Saxon England, at least as the corpus has come down to us.¹⁷ While it stands in the traditions of the Continental Germanic *leges* such as those of the Langobards or Burgundians, what sets it apart is the fact that it was written in the vernacular.¹⁸ Bede says that Æthelberht decreed those laws *iuxta exempla Romanorum*, a phrase that has kept commentators interested until the present day.¹⁹ At any rate, the consensus among scholars is that Æthelberht's laws, even as they are preserved, do indeed look rather archaic and may for the most part reflect pre-Christian, pre-literate, orally transmitted, 'Germanic' law.²⁰ This is for example the view of Wormald; and is based above all on the perceived simplicity of the syntax, taken to be indicative of an early stage in the tradition of the writing of legal prose.²¹

¹⁶ Würdinger, 'Einwirkungen des Christentums'.

¹⁷ By 'first official legal publication' I mean the earliest (in terms of regnal dates) law-code issued in the name of an Anglo-Saxon king.

¹⁸ On the Barbarian *leges* in relation to the early Anglo-Saxon laws, see Wallace-Hadrill, *Early Germanic Kingship*, pp. 33–44; Wormald, 'Lex Scripta' and *Making*, pp. 29–92.

¹⁹ Wormald discusses this in "'Inter Cetera'", pp. 180–3; *idem*, 'Exempla Romanorum' pp. 15–27; and *idem*, *Making*, p. 29.

²⁰ The first few clauses, which deal with restitution after theft from the church and ecclesiastics, may be a slightly later addition to the original code: see Oliver, *The Beginnings*, pp. 15–16.

²¹ Wormald, *Making*, p. 95; see above all Schwyter, 'Syntax and Style'; also Hiltunen, *Chapters*, pp. 19–48. On some archaic aspects of the language of Æthelberht's laws, see the remarks by Hough, 'Legal and Documentary Writings', p. 174, and more generally Oliver, *Beginnings of English Law*, pp. 25–51

Simpson suggests an influence by the penitentials so popular in the Celtic church, and supposes that Kent in Æthelberht's time would still have been subject to the blood-feud and retaliation as the main consequences of crime. Thus Æthelberht's laws would have constituted an attempt — influenced by the Christian missionaries — to introduce a less violent, more 'Christian' alternative.²² Other commentators have essentially denied any kind of Christian influence on Æthelberht's laws, requiring them to posit, amongst other things, pre-Christian literacy in Kent.²³ Patrizia Lendinara argues that all Kentish law-codes might have had Latin models, although the evidence she gives for this appears rather flimsy.²⁴ In relation to this argument, Stefan Jurasinski has attempted to show syntactic and verbal correspondences between Æthelberht's laws and Frankish legislation.²⁵ However, Lendinara applies her suggestion to the entirety of the surviving Kentish legislation (including the law-code of Hlophere and Eadric and that of Wihtred, both discussed immediately below). Carole Hough has argued that the simple syntax of Æthelberht's code represents an early stage of prose writing, and that this, together with the cryptic wording and archaic vocabulary which contains a number of *hapax legomena* common to all of the Kentish law-codes leads to a number of difficulties in interpretation of the laws for modern scholars. She goes on to say that we should therefore assume pre-existing knowledge of the circumstances of the respective laws; and that the 'more sophisticated phraseology' found in the laws of his successors reflects a 'developing prose style which offers little support for [Lendinara's] hypothesis.'²⁶ Lendinara has also tried to show that it is reasonable to suppose changes to the lexicon of the laws in their transmission from a supposed original in the time of Æthelberht to the *Textus Roffensis*.²⁷ While this is a point that needs to be borne in mind when tracing the semasiological development of a concept, other scholars argue that the legal vocabulary remained mostly stable in transmission.²⁸

For the present purpose, however, my interest is mainly focussed on the concept of pledges. In short, there is very little if anything of the sort in the laws of Æthelberht. The laws deal with 'immediate' transgressions and their consequences: breach of the king's peace,

²² Simpson, 'The Laws of Ethelbert', in particular pp. 13–17. The very complexity of the example from Finnian's penitential that he quotes seems to weaken his argument somewhat, though the stylistic parallels with the Penitential of Theodore are more marked.

²³ Richardson and Sayles, *Law and Legislation*, pp. 7–9; but see Chaplais, 'Who introduced Charters?'

²⁴ Lendinara, 'The Kentish Laws', p. 219.

²⁵ Jurasinski, 'The Continental Origins'.

²⁶ Hough, 'Legal and Documentary Writings', p. 174.

²⁷ Lendinara, 'The Kentish Laws', pp. 217–19.

²⁸ See above, p. 18.

theft, rape, physical injuries. These are stated overwhelmingly in simple conditionals,²⁹ as Wormald remarks ‘[t]here are no statements of principle whence certain consequences follow’ and nothing about legal procedure.³⁰

However, Æthelberht’s code is concerned with legislation on marriage, and in clause 83 we find the expression ‘in sceat bewyddod’ (in reference to engagement).³¹ This is the earliest example of the use of the verb *beweddian*, derived from *wedd*. As Andreas Fischer has shown, the verb is much more concrete in its meaning in contrast to the nouns, referring specifically to the sphere of engagement, wedding and marriage.³² In this context the verbs have been discussed in his excellent study and thus fall largely outside the scope of my own work. Therefore references to the verbs formed on *wedd* will be limited, and I will mostly refer to Fischer’s findings. In this instance, however, it is worth noting Liebermann’s statement that “‘In Schoss verpfändet’ wäre eine halb sinnlich am Konkreten haftende, halb von einem Symbol, und zwar einem anderen, erst abstrahierte Verbindung, wie sie schwerlich ältestem Stile eignet.”³³ Liebermann’s point is that the idiom of ‘pledging in the lap’ describes the pledge as half-concrete, half-symbolic and he therefore considers it too sophisticated for the early date of the text.³⁴

The laws of Æthelberht’s successors Hloðhere and Eadric are the earliest in which oath-helpers, the swearing of oaths and the giving of sureties make an appearance in Anglo-Saxon legal procedure.³⁵ But as stated above, oaths are only incidental to this investigation. Where Æthelberht’s laws remained silent about procedure, this subject is the main focus of the laws of his successors.

Let us first focus our attention on clauses 8 through 10, which deal with the process of bringing a charge:

²⁹ Such as clause 4: ‘Gif frigman cyninge stele, IXgylde forgylde’ (ed. Liebermann, *Gesetze* I, 3). ‘If a freeman steals from the king, let him pay it back ninefold.’

³⁰ *Making*, p. 95.

³¹ Ed. Liebermann, *Gesetze* I, 8.

³² Fischer, *Engagement, Wedding and Marriage*, pp. 30–1.

³³ “‘Pledged in the lap’ would be a collocation that is half derived from a concrete thing, half abstracted from a symbol – and moreover a different one – which hardly seems appropriate to the oldest style.’ (Liebermann, *Gesetze* III, 16).

³⁴ Note that the Rushworth Gospels (Mt I.18) gloss Latin *desponsata* as *beweddod 7 befest 7 insceat alegd*, thus this seems to be a very early synonymous pair (ed. Skeat, *Gospels in Anglo-Saxon*, p. 27). On this type of gloss in the Rushworth Gospels more generally, see further Ross and Squires, ‘The Multiple Glosses’. The *Dictionary of Old English* translates *alecgan* in this context as “‘betroth” (that is to put down the bride-price)’, thus glossing over the literal idiom (DOE, s.v. *alecgan*, 1.b.i). See Fischer, *Engagement, Wedding and Marriage*, p. 33, and the discussion *ibid.*, pp. 34–5, with a summary of older scholarship on the meaning of *sceat* in this context.

³⁵ I am using ‘earliest’ with due caution: it appears that the language of this law-code, as transmitted in the *Textus Roffensis*, is less archaic than that of the codes of both Æthelberht and Wiltred. See Oliver, *The Beginnings*, pp. 120–3. Oath supporters in this law-code are briefly discussed *ibid.*, pp. 144–6.

Gif man oþerne sace tihte & he þane mannan mote an medle oþþe an þinge, symble se man þam oðrum **byrigean** geselle & þam riht awyrce þe to hiom Cantwara deman gescrifen.

Gif he ðonne **byrigan** forwærne, XII scillingas agylde þam cyninge, & sio se sacy swa open swa hio ær wes.

Gif man oþerne tihte, siþþan he him **byrigan** gesealdne hæbbe, & ðonne ymb III niht geseçæn hiom sæmend buton þam ufor leofre sio þe þa tihtlan age; siþþan sio sace gese-med sio, an seofan nihtum se man þam oþrum riht gedo, gecwime an feo oððe an aþe, swa hwæder swa him leofre sio. Gif he þonne þæt nille, gelde þonne C buton aðe, siþþan ane neaht ofer þæt gesem hie.³⁶

The process described here is complicated and seems to have to operated as follows (I quote the summary by Oliver): ‘A. The accused gives surety — *that is an oath or promise to abide by the law* [emphasis added] — to abide by the judgment of the arbitrator, or else becomes subject to a fine of 12 shillings; this fine does *not* [emphasis original] prevent the matter from going to arbitration... B. Within three days (or later, if the accuser so desires) accuser and accused seek out a mutually acceptable arbitrator. C. Within seven nights following the arbitration, the accused must either satisfy the accuser by payment or swear upon oath that he is innocent. He has one day to declare his intention to exculpate himself... If he refuses to do this, or to acknowledge the arbitration against him (in other words, if he denies the validity of the arbitration), he is subject to a fine of 100 shillings — the price of a freeman’s *wergild* — and gives up his right to swear his innocence at a later time.’³⁷

My main concern is not with the exculpatory oaths, but with the promises highlighted in the above summary and corresponding to clause 8. In later law-codes, this is the part in the legal process where one would expect a *wedd* (Liebermann calls this a ‘Prozessualpfand’, that

³⁶ Ed. Liebermann, *Gesetze* I, 10–1. ‘If someone accuses another of a crime and he encounters the man at an assembly or at a meeting, that man shall always give the other one a surety and ‘do right by him’ according to what the judges of the Kentish people decree.

If he denies the surety, he shall render 12 shillings to the king, and may the crime be as open as it was before.

If someone accuses another, after he has given him a surety, they shall seek an arbitrator within the space of three nights (unless he who brings the accusation would prefer later); when the crime has been arbitrated, the man shall do right by the other in the space of seven nights, satisfy him with money or with an oath, as he prefers. If he does not want to do that, he shall pay 100 [shillings] without an oath when one night has passed from the arbitration.’

³⁷ Oliver, *The Beginnings*, p. 140.

is a ‘procedural pledge’) to be given.³⁸ Oliver’s interpretation as a purely verbal promise therefore seems curious. Liebermann indeed translates *byrgea* as ‘Bürge’, that is a surety.³⁹ The procedure set out in clause 9, where a fine of 12 shillings is payable to the king if a *byrga* is not given without this fine affecting the legal situation, seems to indicate that the surety was more than a verbal promise, as it seems to imply a requirement for some material security for the following of the correct legal procedure. Thus the context makes Oliver’s interpretation seem unlikely. Furthermore, the same phrase occurs in clause 6:

Gif ceorl acwyle be libbendum wife & bearne, riht is þæt hit, þæt bearn, medder folgige, & him mon an his fæderingmagum wilsumne **berigean** geselle his feoh to healdenne, oþ þæt he X wintra sie.⁴⁰

In this context it is clear that the *berigea* is a person. However, Liebermann argues that in fact the word has two different meanings. In clause 8, he is happy to translate *byrga* as ‘Bürge’ (that is a person acting as surety). In clause 6, on the other hand, he renders it ‘Schützer’ or ‘tutor, custos’, that is a guardian, and relates it to PGmc ‘bhergh’ (‘Fürsorge’) and *leodgebyrga* (a term for ‘ruler’).⁴¹ The *Dictionary of Old English* assigns the meaning ‘surety’ to the first instance, and follows Liebermann in translating the second instance ‘specifically: guardian (of a child)’. It is true that an interpretation of *byrga* as the exact same type of legal surety in both cases would be somewhat strange, as the surety might be required to bear his responsibility for up to 10 years in clause 6. However, the semantic closeness of the terms — if they indeed differ etymologically — seems to favour an underlying interpretation as ‘someone who will guarantee that the law is being followed’, whether safeguarding a child’s property for years, or ensuring that the plaintiff will submit to proper legal procedure. At any rate, an interpretation of ‘surety’ over ‘verbal promise’ seems favourable. We will return to this discussion when we encounter similar syntactic constructions with *wedd* as their object. However, it should be noted at this stage that the use of sureties in H&E anticipates the way this concept is used in the legislation of later Anglo-Saxon kings, whereas it does not seem to play an important role in the centuries in between (though I am aware of the dangers of *argumentum ex silentio*).

³⁸ Liebermann, *Gesetze* III, 21.

³⁹ He further specifies that this is a surety for fulfilment of a sentence (*Gesetze* II, *Wörterbuch*, s.v. *byrga* 1)).

⁴⁰ Ed. Liebermann, *Gesetze* I, 10. ‘If a man dies with a living wife and child, it is right that the child should follow the mother, and a man from his father’s kin shall give surety to him that he will hold his wealth until he is 10 years old.’

⁴¹ *Gesetze* III, 20. *Leodgebyrga* seems to be a specifically poetic word, as it only occurs in *Elene* (twice) and *Beowulf*.

Most of Wihtred's code appears to be concerned with the status of the Church and of churchmen in Kentish society.⁴² This may partly explain the stylistic and syntactic traits that set it apart from its predecessors. On the one hand there is the increase in complex conditionals and relative clauses already noticeable in H&E, on the other there are more absolute statements as new legal concepts — those relating to Christianity — were introduced (at least they were new to Kentish law).⁴³ They appear to be an addition to the earlier law-codes and deal with rights of the church, unlawful matrimony, abuse by ecclesiastics, manumission, transgressing the laws of the church, exculpation, and theft.⁴⁴ Of some interest to the present investigation are the clauses on exculpation, which incorporate the swearing of oaths to prove one's innocence.⁴⁵ The ritual is solemnized through the stipulation that a priest, while not requiring oath-helpers, shall be wearing his holy vestments during the ritual, and that the oaths are meant to take place at the altar. Wihtred's decrees are heavily ecclesiastical, so the ritual importance of the altar should maybe not be surprising. However, we will encounter it again in very different circumstances, namely in the context of a tenth-century coronation ritual. In general it shows the emphasis on ritual during a ceremony of oath-swearing. It appears that at least in this particular legal context, verbal oaths needed another, symbolic and ritualistic, substantiation. To what extent this may derive from pre-Christian custom is of course impossible to tell but it is conceivable that the symbolic significance of the altar dovetailed with the importance of ritual gestures for oath-swearing. As will become clear during the course of the investigation, some kind of formal or at least legally binding act was required alongside verbal promises.

Ine and Alfred

The law-codes of the West Saxon kings Ine (688–726) and Alfred (871–99), although ostensibly established more than a century apart, have been transmitted together since a very early stage in their history. Unlike the codes of the Kentish kings, they survive in numerous manuscripts. It is arguable that Ine's laws owe their transmission to the fact that they were appended to Alfred's law-code, presumably since the latter's inception, so the question of the antiquity of the text as we have it needs to be asked. Patrick Wormald has argued that precisely *because* some of Ine's pronouncements contradict Alfred's own, it is reasonable to

⁴² Wormald, *Making*, p. 102.

⁴³ Wormald, 'Exempla Romanorum', p. 19.

⁴⁴ As discussed by Oliver, *The Beginnings*, pp. 164–80.

⁴⁵ Wi 18–22, ed. Liebermann, *Gesetze* I, 13–14.

assume that Alfred did not tamper with the text as it had come down to him. This does not necessarily imply that it had remained unchanged since Ine's time, but that this is Ine's law-code as it stood in the late ninth century.⁴⁶ It therefore seems justifiable to treat Ine's code separately from Alfred's. Also, law-making by this point had become productive in writing: Ine's syntax is much more complex than that of the Kentish codes, procedure and conditions are often described in such detail that they appear more likely to cause confusion than clarity, at least to the modern reader.⁴⁷ If the Kentish codes were to a certain extent complementary, with H&E and Wihtred adding to and elaborating on the original laws of Æthelberht, Ine's is the most complex yet. Topics cover the whole of the legal sphere

Once again, I shall restrict my analysis primarily to those clauses that deal with pledges and sureties in a relatively wide sense. It is in Ine that we find the first occurrences of *wedd* in the Anglo-Saxon law-codes. In Ine 8, it is used in a sense that looks remarkably similar to the situation in H&E 9 where sureties were supposed to be given. In fact, Liebermann gives this as one of the examples of possible instances where Ine may have drawn on the codes of the Kentish kings:⁴⁸

Gif hwa him ryhtes bidde beforan hwelcum scirmen oððe oþrum deman & abiddan ne mæge, & him **wedd** sellan nelle, gebete XXX scill. & binnan VII nihton gedo hine ryhtes wierðne.⁴⁹

Again, this clause requires the accused to give some kind of pledge or security to the accuser that he will submit to the judge's decree. Liebermann translates *wedd* here as *Pfandversprechen* ('pledge-promise'), that is he seems to think that the transfer of a physical object might be involved. However, given that this clause is concerned with the following of the proper legal course of action, it could be merely a procedural fine, and the *wedd* could simply be a 'non-physical' promise to submit to the outcome of legal proceedings.⁵⁰ Yet, as in the earlier instance, it is difficult to tell whether this was the case, or if both *byrga* and *wedd*

⁴⁶ Wormald, *Making*, pp. 104–5 and 278–80. Wormald also speculates that the original core legislation was added to in later years and decades, as can be seen in Continental law-codes, and that this partially accounts for the 'disorganized' structure of Ine's law-code.

⁴⁷ *Ibid.*, p. 104; '*Exempla Romanorum*', p. 20.

⁴⁸ *Gesetze* III, 65

⁴⁹ Ed. Liebermann, *Gesetze* I, 92. 'If someone demands his right in front of some official or another judge and is unable to obtain it, and [the accused] does not want to give him a pledge, let him [that is the accused] pay 30 shillings and fulfil the judgement's value within 7 nights.'

⁵⁰ See further Liebermann, *Gesetze* II, *Rechts- und Sachglossar*, s.v. *Prozessualpfand*. Under 5c) Liebermann suggests that this type of pledge could also be simply symbolic, but mainly when both surety and pledge stand beside each other in the clause, similarly to the general meanings of *wedd* and *borg* (see discussion below). In his glossary entry for *wedd*, Liebermann gives this instance its own subcategory.

indeed refer to the handing over of some object as security. *Wedd* occurs twice more in Ine's law-code, but these instances do not lead to a definite conclusion. Ine 13 says: 'Gif hwa beforan biscepe his gewitnesse & his **wed** aleoge, gebete mid CXX scill'.⁵¹ The collocation with *gewitnesse* and the use of the verb *aleogan* ('to leave unfulfilled, to belie') clearly show that in this instance *wed* denotes a verbal type of promise, which is wrongly given before a bishop.⁵² Whether or not it involved the giving of a physical object is unclear, but *wedd* in this instance most likely refers to the promise made, rather than the physical symbol of this promise. Again, however, it is interesting to note that pledges occur in the field of legal procedure, particularly in reference to accepting and submitting to the judgement of some arbitrator figure. The breaking of this pledge and testimony triggers the highest monetary fine known to Ine's law-code.

In Ine 49, on the other hand, it is clear that *wedd* refers to a physical object: 'Gif mon on his mæstenne unaliefed swin gemete, genime þonne VI scill. weorð **wed**'.⁵³ Liebermann in this glossary gives this clause as the only example of the meaning *Zwangspfand* ('enforced pledge/security') for *wedd*. It is in fact the only instance in the corpus of Anglo-Saxon laws where *wedd* appears as the direct object of *niman* (or any related verb). Normally, a *wedd* is given rather than taken, with *sellan* the verb most commonly used. We have already seen an example of this in Ine 8.

Thus, even in the earliest Anglo-Saxon law-code in which *wedd* occurs, we can see that the proposed semantic extension from a physical object as security for a promise to the promise itself appears to have already taken place: rather neatly, there is one instance in which *wedd* refers to a tangible pledge, one in which it clearly refers to an abstract agreement, and one which could be said to exhibit a certain ambiguity between these two meanings. It is, however, noteworthy that pledges seem to be used in the place of sureties in the sphere of legal procedure in comparison to the laws of Hlophere and Eadric.

⁵¹ Ed. Liebermann, *Gesetze I*, 94. 'If someone lies in his testimony and his pledge in front of a bishop, let him atone with 120 shillings.'

⁵² *DOE*, s.v. *aleogan*. Liebermann's translation is more specific: 'to speak falsely in an assertory or promissory way' (*Gesetze III*, 70). Compare further Ine 3,1 and 7,1 where *gewitnes* in all likelihood means 'Mitwissen(schaft)' ('accessory knowledge'), as Liebermann translates it. For further examples see Liebermann, *II, Wörterbuch*, s.v. *gewitnes*.

⁵³ Ed. Liebermann, *Gesetze I*, 110. 'If a man finds illegal pigs in his pasture, let him take a pledge worth 6 shillings.' Liebermann adds 'an ihnen' ('from them') to his translation of this clause, although it is not in the Old English. He thereby implies that the *wed* would be taken directly from the offending pigs – namely three animals, as Liebermann explains in *Gesetze II, Rechts- und Sachglossar*, s.v. *Mast 2*).

Yet Ine's laws also employ the concept of sureties. Clause 22 deals with the case of a lord whose servant is a thief and who has escaped. If the lord has a surety for his follower, he is allowed to take compensation from the surety, if not, he is liable for the payment himself.⁵⁴

Sureties are also mentioned in relation to broken marriage agreements in Ine 31:

Gif mon wif gebyccge, & sio gyft forð ne cume, agife þæt feoh & forgielde & gebete þam byrgean, swa his **borgbryce** sie.⁵⁵

If an engagement has been made, but the wedding does not take place, the bride's legal guardian is required to pay a fine to the surety to the amount of the surety's *borgbryce* (presumably in different legal circumstances).⁵⁶

Borg also occurs in Ine 41:

Borges mon mot oðsacan, gif he wat, þæt he riht deð.⁵⁷

This clause sits somewhat incongruously between legislation on damage caused by cattle, but the meaning of this clause is not entirely clear. Liebermann originally translated *borg* as 'Bürgschaftspflicht', that is the duty to stand surety.⁵⁸ Thus the clause would mean that a man would be able to free himself from this obligation. In a later remark, he takes it to mean 'credit debt', basing this on the glossing of *infinitio* by *borges andsæcan* in Ælfric's *Glossary*, the Latin term having the specific meaning of 'denial of debt'.⁵⁹ Of course, *borg* can indeed mean 'something borrowed' or 'debt'.⁶⁰ This meaning is most common in glosses and homilies, but is not unknown from law-codes.⁶¹ The *Dictionary of Old English*, on the other hand, sees it as synonymous with phrases like *borg oferhebban/breacan*, and translates *borges oðsacan* as 'to repudiate a guarantee of security'. In the prologue to V Athelstan discussed

⁵⁴ Ed. Liebermann, *Gesetze* I, 98. The manuscripts differ as to the spelling of the word: *byrgean* E, *bergan* Bu, *byrgan* H, *borgas* B.

⁵⁵ Ed. Liebermann, *Gesetze* I, 102. 'If a man buys a woman and the marriage does not happen, he [not the aforementioned person, but the guardian of the bride] shall repay him the money and repay and atone to the surety, according to what [the price for] the breaking of his surety is.'

⁵⁶ *Borgbryce* is the money the surety receives from the person he is standing surety for, if he transgresses against whatever the surety is guaranteeing. See Liebermann, II, *Rechts- und Sachglossar*, s.v. Bürgschaftsbruch.

⁵⁷ Ed. Liebermann, *Gesetze* I, 106. 'A man may break his surety if he knows that he is doing right.'

⁵⁸ *Gesetze* I, 107.

⁵⁹ 'Ines Gesetz 41', p. 175.

⁶⁰ *DOE*, s.v. *borg* 2.

⁶¹ For example V Æthelred 20 (= VI Æthelred 25,2): ...gyf hwa oðrum scyle **borh** oððon bote æt woroldlican þingan, gelæste hit georne ær oððon æfter (ed. Liebermann, *Gesetze* I, p. 242). 'And if anyone owes another a debt or compensation concerning secular matters, he is to pay it eagerly before or after [the holy seasons mentioned in the previous clauses].' This is in reference to the prohibition of oaths, ordeals and payments on feast days.

below, we find the phrase *borgas abrecan*. However, in that case the ‘breaking’ of a security is definitely a negative thing, whereas in Ine’s law it is something that is permitted, that is explicit allowance is made that a guarantee of security may be ‘denied’ (as BT translates *oðsacan*) by the giver.⁶² The phrase is unique in the corpus of Old English, but it is tempting to connect it, at least in spirit if not by direct semantic links, to the opening of Alfred’s law-code.

This law-code, like the rest of Alfred’s assumed literary output, has been extensively discussed by scholars.⁶³ Its popularity in the Middle Ages is attested by the number of manuscript copies in which it survives. One of the phrases commentators have latched on to is one that concerns us in the present investigation: the opening of the law-code proper (at least as established by modern editorial convention).⁶⁴ Af 1 says:

Æt ærestan we lærað, þæt mæst ðearf is, þæt æghwælc mon his að & his **wed** wærlice healde.⁶⁵

Alfred stresses the importance of this first clause by beginning it with *Æt ærestan*. This pronouncement is the first in terms of the layout of the text, but also the first in importance in terms of Alfred’s vision of the laws he wants to promulgate.⁶⁶ This is also the first time the word-pair *að 7 wed(d)* occurs, which we will have occasion to discuss in more detail below. From a stylistic point of view, Peter Clemoes in a way revives the nineteenth-century argument of Jakob Grimm in attributing antiquity to the word-pair: ‘Primarily we can recognize in this structure an ancient type of formulaic unit serving a need which had been common to all oral transmission of traditional thought from time immemorial...’⁶⁷ He goes on to relate it to couplets of the type *word and weorc* — again, a more detailed discussion will follow below. Eric Stanley has argued strongly against such assumptions of antiquity, cautioning that it is ‘unwise to generalize about words or word-pairs’: all we can know about its history is that it first occurs in Alfred’s law-code.⁶⁸

⁶² BT, s.v. *oðsacan*.

⁶³ Though most scholars focus on the translations of Alfred’s court circle, relegating the *domboc* to the sides (for example Discenza, *The King’s English*). Recent discussions of the law-code are by Wormald, *Making*, in particular pp. 264–86 and 416–30; Pratt, *Political Thought*, pp. 214–41.

⁶⁴ On the problems of editorial convention in the division of the law-codes, see Wormald, *Making*, p. 22 and n. 107 (with further references to his discussions of some of the issues involved).

⁶⁵ Ed. Liebermann, *Gesetze* I, 46. ‘In the first instance we teach that it is most necessary that each man faithfully keep his oath and his pledge.’

⁶⁶ See Liebermann, *Gesetze* III, 33, who calls it ‘the core of the work’.

⁶⁷ Clemoes, *Interactions of Thought and Language*, p. 156; for Grimm see above p. 13 and n.52. Liebermann, *Gesetze* III, 95, calls *að and wedd* ‘ein Begriff’, that is a formula.

⁶⁸ Stanley, ‘On the Laws of King Alfred’, p. 221.

Wormald in particular has viewed Af 1 as a reference to an oath of fealty by all free-born men, based on Carolingian models, in conjunction with II Ew 5 which mentions an ‘oath and pledge that all the people have given’.⁶⁹ Other references in later law-codes may further point to the existence of such an oath in Anglo-Saxon times, but recent scholars have been more sceptical in attributing this institution to Alfred, seeing Af 1 as a ‘general requirement that men should be loyal to their lords and carry out their commitments as made.’⁷⁰ There is no obvious contextual reason to assume this ‘oath and pledge’ to be an oath of loyalty such as Wormald envisages. In fact, the following clause (Af 1,1) seems to argue against this: Alfred states that if a man might have been forced by illegal means (*genied on woh*) to give an oath or pledge that would mean betraying his lord (*hlafordsearu*) or being accessory to a crime (*unrihtum fultume*), it is preferable to break the oath. This is a qualification of the statement in the first clause, that is an exception to the rule that oaths and pledges should be kept. This hardly makes sense if Af 1 refers to an oath to the king: surely such an oath would exceed any other oaths anyway, so no conflict should arise as a matter of principle. Af 1,2 deals with offenders who did not carry out duties that were allowable under the terms of their oaths. Again, the generality of the statement does not appear to describe a specific oath to the king, but is a reference to any oath. It reiterates the duty to keep one’s oath: every man is required to fulfil reasonable demands under the terms of his oaths, only if he were breaking any other law is it preferable (and acceptable by law) to break the oath.⁷¹

Af 1,8 further legislates the payment of an offender to his sureties (*borg*) for breaking their surety (*borgbryce*) according to secular law; the atonement for the *wedbryce*, the breaking of his pledge, however, is left to his confessor.⁷² Furthermore, Af 4, which deals with treason in the sense of intending to kill one’s lord, differentiates between the king and other type of lords, though the same legal principle applies (that is the penalty is death, unless an oath to the sum of the lord’s wergeld is sworn). Given the detail applied to those clauses dealing with treason, and the importance of loyalty to a lord in these first clauses of Alfred’s code, it seems likely that a specific oath of loyalty to the king would have been more closely legislated. As they stand, the legal statements deal with oaths in general.

⁶⁹ Wormald, ‘*Lex Scripta*’, p. 12; *idem* ‘*Engla lond*’, pp. 366–7. See below, pp. 36–7, for Edward’s law-code.

⁷⁰ See for example the discussions by Pratt, *Political Thought*, pp. 233–8, and Hyams, *Rancor and Reconciliation*, p. 80 and p. 100 (quotation at p. 80); also Hudson, ‘*The Making of English Law*’, pp. 424–5.

⁷¹ See also Green, *Anglo-Saxon Audiences*, pp. 12–18, who analyses the phrase *aeghwelc mon* from a semiotic point of view and concludes that it is an expression based on a traditional understanding of ‘everyone’ in a legal context and does not literally mean ‘every person’.

⁷² Carole Hough argues that this may have been a deliberate attempt to bring together the elements of secular and religious law (‘*Penitential Literature and Secular Law*’, p. 134); see also Treharne, ‘*A Unique Old English Formula*’, in particular pp. 189–99.

However, adherents to the theory of a general oath of loyalty adduce a couple of charters that may point in a similar direction. There is S 362, of the year 901, in which King Edward grants land that had been forfeited by a *dux* named Wulfhere who ‘deserted without permission both his lord King Alfred and his country in spite of the oath which he had sworn to the king and all his leading men’ (this is a Latin charter).⁷³ Similarly, the famous Fonthill letter (S 1445) describes the case where a man named Helmstan forfeited his land for theft which was read as being a breach of the oath that he had sworn to the king.⁷⁴

It needs to be noted here that in both cases, the reference is always to the individual in question, that is the oath that *he* had sworn individually, not as part of a more general oath – at least it is not described in these terms.⁷⁵ While this may obviously be appropriate for the legal argument in the respective cases, it also means that it is not strictly necessary to deduce a general rather than an individual oath from this. Keynes acknowledges both options as a possibility in his discussion of the Fonthill letter, though appears to prefer the latter.⁷⁶

We have seen in the laws of Ine that *wedd* had by this point already undergone a semantic broadening from the physical pledge to the agreement in general. The former sense is still obvious in Alfred El [introd.] 36 (which is of course part of the Alfredian translation of Mosaic law):

Gif mon næbbe buton anfeald hrægl hine mid to wreonne & to werianne, & he hit to **wedde** selle, ær sunnan setlgonge sie hit agifen.⁷⁷

⁷³ The full quotation reads: ‘Ista vero prænominata tellus primitus fuit praepeditus a quodam duce, nomine Wulfhere, et ejus uxore, quando ille utrumque et suum dominum, regem Ælfredum, et patriam, ultra jusjurandum quam regi et suis omnibus optimatibus juraverat, sine licentia dereliquit.’ (ed. Thorpe, *Diplomatarium*, pp. 148–51, at p. 149). ‘Truly this afore-named estate was originally forfeited by a certain ealdorman, Wulfhere, by name, and his wife, when he deserted without permission both his lord King Alfred and his country in spite of the oath which he had sworn to the king and all his leading men’ (transl. Whitelock, *EHD*, no. 100, p. 542). I am intrigued by the possibility that this oath may have been sworn by Wulfhere on his accession to the ealdormanship. There is little in the literature about specific oaths or other procedures of investiture, though Banton, ‘Ealdormen and Earls’, p. 16 (and references given there) raises the possibility that the office may have been signified by special arms. *Mutatis mutandis*, this could be analogous to the importance of physical title-deeds (though I have been unable to find any sources to confirm this). See also Leyser, ‘Early Medieval Canon Law’, pp. 55–6; Barrow, ‘Demonstrative Behaviour’, pp. 139–40. For a Frankish comparison, see Le Jan, ‘Frankish Giving of Arms’, pp. 286–7.

⁷⁴ The best discussion and edition is by Keynes, ‘The Fonthill Letter’, see also most recently Brooks, ‘Fonthill Letter’. For some aspects of the language, see Gretsche, ‘The Language of the “Fonthill Letter”’, though she deals only briefly with aspects of (legal) vocabulary.

⁷⁵ Pace Scharer, *Herrschaft und Repräsentation*, p. 110.

⁷⁶ Keynes, ‘Fonthill Letter’, p. 84 and n. 127. See below, pp. 67–8, for a discussion of the pledge that Ordlaf, the presumed author of the letter, recounts as having been given to him by Helmstan.

⁷⁷ Ed. Liebermann, *Gesetze I*, 38. ‘If a man does not have any except one garment with which to cover and to dress himself, and he gives it as a pledge, let it be returned to him before sunset.’

As has been pointed out, Alfred's translations of the Mosaic laws are probably based on the *Liber ex lege Moysi* rather than directly on Exodus, at any rate this clause is more detailed and explanatory than the corresponding Old English translation of the scriptural text.⁷⁸ The use of this clause for our understanding of the ways in which pledges functioned in Anglo-Saxon England is naturally rather limited.

However, Alfred's legislation throws up a further context in which pledges could be used. In the treaty between Alfred and the Viking leader Guthrum, *wedd* is used in reference to the giving of hostages:

Gif ðonne gebyrige, þæt for neode heora hwylc wið ure bige habban wille oððe we wið heora mid yrfe & mid æhtum, ðæt is to ðafianne on ða wisan, þæt man gislas sylle friðe to wedde & to swutulunge, þæt man wite, ðæt man clæne bæc hæbbe.⁷⁹

Swutulunge appears to mean 'manifestation, evidence', and would thus strengthen the implication of a visible, that is physical, pledge, for the promise of peaceful negotiation.⁸⁰ The syntactic associations of this instance may point in the same direction: *sellan to wedde* is the usual term for the giving of a physical pledge. The fact that the pledge here consists of human beings shows that there was a difference in degree between the responsibility of an individual under royal Anglo-Saxon law and the responsibilities that a treaty on what one might call an international scale demands. Hostages are entirely different from sureties, and their use is necessitated by the desire to bind people to the correct legal behaviour in the absence of the usual ties of sureties.

Another area which falls into the field of oath-swearing and pledge-giving is highlighted in the prologue to the treaty. This is in connection with the confirmation of agreements through a kind of ceremonial or official promise:

Ðis is þæt frið, ðæt Ælfred cyninc 7 Gyðrum cyning 7 ealles Angelcynnes witan 7 eal seo ðeod ðe on Eastænglum beoð ealle gecweden habbað 7 mid aðum gefeostnod for

⁷⁸ Compare the Old English translation of the same part of Exodus: *Gif þu wed nime æt þinum nehstan, agif him his reaf ær sunnan setlegange* (Exodus 22:26, ed. Marsden, *Heptateuch*, p. 119). See further below, p. 90. For a discussion of the relevance of the Mosaic translations, see for example Pratt, *Political Thought*, pp. 215–30; Liebermann, 'King Alfred and Mosaic Law'.

⁷⁹ AGu 5, ed. Liebermann, *Gesetze* I, 128. 'If it should be appropriate that out of necessity someone of them wishes to have commerce with us or we with them in goods and in possessions, then that is to be consented in this manner, that a man should give hostages as a pledge and evidence of peace, so that one may know, that he has a clean back.'

⁸⁰ For a discussion of the treaty see Kershaw, 'Alfred-Guthrum'; and Wormald, *Making*, pp. 285–6. *Swutulunge* can also refer to written statements sent as testimony and evidence for use in a law-suit: see Keynes, 'The Fonthill Letter', p. 54.

hy sylfe 7 for heora gingran, ge for geborene ge for ungeborene, ðe Godes miltse recce oððe ure.⁸¹

We will find the theme of orally pronounced decrees being secured or confirmed through oaths or pledges again in the later law-codes when it will be discussed more fully.⁸²

Like the laws of Ine, Alfred's legislation employs sureties (*borg*) in certain legal situations, once again attesting to variability in the field of legal promises. The related term *byrga* appears in the sense of 'surety for an engagement', as we have encountered it before, in Af 18,1. However, there are a couple of other occurrences of *borg* in the code which attest to the word's comparatively polysemous nature. In Af 3 it is synonymous with *mundbyrd* ('protection').⁸³ The most interesting term for our present purpose, however, is *godborg* in Af 33. Liebermann describes it as the 'most solemn type of promise' where God was called upon as surety. He says that it is only 'formally different' from and hence tautological with the promissory oath, and points to the fact that, as we have seen earlier, the breaking of one's *að* & *wed* falls under ecclesiastical judgement, whereas the breaking of *mennisc borh* (Liebermann explicitly contrasts *mennisc* as 'human' with *god*) in Af 1,8 is punished according to secular law.⁸⁴ Certainly the syntactic behaviour of *godborg* in this instance is similar to that of *wedd*, as it is used as the direct object of *sellan* and *læstan*, which are the verbs that *wedd* most often appears in collocation with:

Gif hwa oðerne **godborges** oncunne & tion wille, þæt he hwelcne ne gelæste ðara ðe he him gesealde, agife þone foreað on feower ciricum, & se oðer, gif he hine treowan wille in XII ciricum do he ðæt.⁸⁵

A *godborh* certainly seems to be some kind of promissory statement, but it is not clear what the special nature of it might be that sets it apart from pledges (*wedd*) or oaths (*að*).

⁸¹ AGu Prol. (ed. Liebermann, *Gesetze* I, 126). 'This is that peace-treaty that King Alfred and King Guthrum and all the councillors of the English and all the people that are in East Anglia have agreed on and confirmed with oaths for themselves and for their followers, both for those born and for those unborn, who intend upon God's mercy or ours.'

⁸² *Cweðan* ('to speak', but with a variety of specific meanings according to context, see *DOE*, s.v. *cweðan*) is also used in the prologue to EWGu, though no formal, symbolic, fastening is mentioned there.

⁸³ See *Gesetze* III, 51–2.

⁸⁴ *Gesetze* II, *Rechts- und Sachglossar*, s.v. *Bürgschaft* 1d).

⁸⁵ Ed. Liebermann, *Gesetze* I, 66. 'If somebody wants to accuse another because of a promise made before God and claim that he did not keep that [promise] which he had given him, he should give the preceding oath in four churches, and the other, if he wants to swear [his innocence], he should do it in twelve churches.' Robin Chapman Stacey, *Road to Judgment*, pp. 208–9, speculates that this term may have originated among the Welsh or Britons and was borrowed by Alfred.

The tenth century

After Alfred, the issuing of law-codes becomes a more regular occurrence, as far as can be ascertained from the surviving records. Apart from Eadred, Eadwig and Edward the Martyr, all of whom only reigned for short periods of time, every Anglo-Saxon king in the tenth century issued law-codes. As in the preceding discussion, I will highlight issues related to the giving of pledges in the individual codes while bearing in mind the broader contexts which were established in the analysis of the older law-codes.

The laws of Alfred's son and successor Edward (899–924) appear to tread new ground throughout: these are the first codes that deal in a reasonably systematic manner with legislative matters and specific matters of litigation, such as disputes over property and movable goods, and above all the correct following of legal procedure.⁸⁶ Given that this is an area where we have encountered pledges (the 'Prozessualpfand') before, one might be led to expect that pledges have an important role to play in this kind of legislation, yet again reference to them is curiously limited. Most of the early clauses are concerned with the swearing of oaths concerning the ownership of property. We come across pledges in the context of dealing with the legality of law-suits:

...gif enig yfelra manna wære ðe wolde oðres yrfe to **borge** settan for wiðertihtlan,
ðæt he gecyþe ðonne mid aðe, ðæt he hit for nanum facne ne dyde...⁸⁷

Though in a completely different context, this instance appears more like the 'Zwangspfand' of Ine 49, in that the accuser appears to want to take an 'enforced pledge' from the plaintiff. But this case has more to do with legal proceedings, much like the preceding clauses, and seems designed to protect the accused from 'frivolous accusations' that would trigger such an enforced pledge. *To borge settan* looks analogous to *to wedde sellan*, and Liebermann regards them as synonymous terms for the giving of a pledge.⁸⁸ Yet given that the accuser appears to be the active party in this clause, *settan* and *sellan* are likely to refer to opposite acts. *Settan* has a variety of meanings, but a number of those are to do with 'fixing, establishing, arresting', and Liebermann's own translation of 'unter Pfand[sicherheit] bringen' seems to

⁸⁶ For a more detailed discussion, see Wormald, *Making*, pp. 286–90.

⁸⁷ I Ew 1,5 (ed. Liebermann, *Gesetze* I, 140). '...if there were any evil man who wished to set another's wealth as a surety for a counter-charge, he shall make it known with an oath that he did not do it out of malice...' This is quoted from Liebermann's edition of MS H of this law. For the differences between the various manuscripts, see Liebermann, *Gesetze* I, 140 and Wormald, *Making*, p. 287.

⁸⁸ Liebermann, *Gesetze* II, *Wörterbuch*, s.v. *borg* 6) and *Rechts- und Sachglossar* s.v. Pfand 1).

correspond more to the German ‘festsetzen’ which has a similar range of meaning.⁸⁹ Thus, here somebody seems to wish to set a pledge for himself, rather than to give a pledge to another person. The phrase *inborh niman*, with a very similar meaning, occurs in II Ew 3,1. Here the concern is the person who has nobody to be a surety for him (*Gif he nyte, hwa hine on borh nime*):⁹⁰ if that is the case, whoever is legally allowed to do so may take *inborh* from his possessions. It is clear that this is the procedural pledge or *Prozessualpfand* since the next alternative, if the accused does not have any possessions either, is for him to be taken into custody until the *dom*, the judgement. Thus this is not the punishment for the crime, but for not adhering to the correct legal procedure. In fact, ‘punishment’ may be too strong a term, as the stipulation is rather designed to ensure that he will attend the court proceedings. However, this is only the secondary alternative: the preceding clause stipulates that the person who has commended the accused to his lord (that is this can only apply if the person in question is a servant) also stands surety (*niman hine on borh*) for his appearance in court, if necessary.⁹¹ This analysis also shows that while for the most part the terminology used in the description of the giving and taking of pledges and securities was reasonably stable, it is very difficult to establish what exactly is being described and to what extent a difference in expression denoted a difference in the action required.

Wedd itself only occurs once in the corpus of Edward’s laws, in a context similar to Af 1 and thus again in collocation with *að*. This is in clause 5 of his second law-code:

Gif hwa ðis oferhebbe & his að & his **wed** brece, ðe eal ðeod geseald hæfð, bete swa domboc tæce.⁹²

‘Dis’ refers to all of Edward’s statements in the previous clauses of this law-code regarding the general upholding of the law and legislation against theft in particular, rather than the immediately preceding clause about help in tracking stolen cattle and protection of thieves. Instead, this statement has frequently been taken to refer back to the opening clauses of Alfred’s code and therefore regarded as a further example of the general oath of loyalty.⁹³ It needs to be pointed out, however, that while there is indeed no reference to cattle-tracking (*Spurfolge*) in the *domboc* (that is the laws of Alfred-Ine), as Liebermann saw, no penalties

⁸⁹ BT, s.v. *settan*.

⁹⁰ Ed. Liebermann, *Gesetze* I, 142. ‘If he does not know anyone who will take him in surety...’

⁹¹ Liebermann, *Gesetze* II, *Wörterbuch*, s.v. Bürgschaft 3c).

⁹² Ed. Liebermann, *Gesetze* I, 142–4. ‘If anyone neglects this and breaks his oath and his pledge, which all the people have given, let him atone as the law-book teaches.’

⁹³ Thus for example Liebermann, *Gesetze* III, 95.

for specific breaches of ‘oath and pledge’ which this clause might be cross-referencing are given either — unless the reference is to Af 1,2 onwards, discussed above, in which these clauses indeed prescribe how people who do not keep what they can reasonably be expected to have sworn to fulfil are to be treated under the law. However, in Alfred’s code, this does not necessarily mean an oath of loyalty to the king by the whole people. David Pratt has furthermore pointed out that the phrase is comparable to an expression in the treaty between Alfred and Guthrum; in particular ‘eal ðeod’ is used there as well.⁹⁴ As there is not really a question of this being a general oath by all people, but an agreement mainly between the leaders, this further strengthens the case that in both Alfred’s and Edward’s law-codes we are dealing with general statements of legal intent, and that *að 7 wedd* symbolize the general legal order.⁹⁵

Having established that *wedd* can refer both to physical pledges and to abstract agreements, we find that *wedd* is used similarly in the laws of Athelstan (924–939). It occurs twice in official royal legislation, once in II As, issued at Grately, where the giving of a ‘Prozessualpfand’ (‘procedural pledge’) is expressed by the verb *weddian*. In this instance it refers to people who have pledged to undergo the ordeal to prove their innocence:

Gif hwa ordales **weddige**, ðonne cume he þrim nihtum ær to þam mæssepreoste þe hit halgian scyle, <ond> fede hine sylfne mid hlafe & mid wætre & sealte & wyrtum, ær he togan scyle, & <gestonde> him mæssan þæra þreora daga ælcne, & offrige to & ga to husle ðy dæge þe he to ðam ordale gan scyle, & swerige ðonne <þone> að, þæt he sy mid folcryhte unscyldig ðære tihtlan, ær he to þam ordale ga.⁹⁶

This is thus no special case, but once again a pledge to undergo established and proper legal procedure, a context that should be familiar by now.⁹⁷

In a clause similar to II Ew 3 discussed above,⁹⁸ Athelstan legislates against those who miss a court session and thus try to elude the proper process of the law, in which case the ‘elders’ ought to confiscate his property and find a surety for him; if they cannot find anyone,

⁹⁴ *Political Thought*, p. 236. See above for the text of the treaty.

⁹⁵ Liebermann here calls it ‘ein Begriff’, that is a formula (*Gesetze* III, 95).

⁹⁶ II As 23 (ed. Liebermann *Gesetze* I, 162). ‘If anyone pledges the ordeal, he shall come to the masspriest three nights before who is going to consecrate it, and feed himself with bread and water and salt and herbs, before he shall go to it, and stand for mass in each of those three days and make offerings and go to the Eucharist on the day he shall go to the ordeal, and then swear the oath, that he be innocent of the accusation according to the law of the people before he go to the ordeal.’

⁹⁷ See Liebermann, *Gesetze* III, 107.

⁹⁸ See above, p. 36.

he is to be arrested. However, this is again only preliminary to the court proceedings proper, and we can again see the concern for finding people to stand surety for the conduct of others.

In his Exeter code (the code known as V As according to editorial tradition), Athelstan bemoans the fact that the promises that had been made at previous assemblies have all been broken.⁹⁹ The whole prologue to this code is concerned with the keeping of laws, and particularly those that had been issued at Grately:

ðæt is ðonne forþon ðe ða aþas 7 þa **wedd** 7 þa borgas synt ealle oferhafene 7 abrocene, ðe þær gesealde wæron.¹⁰⁰

In this case it seems to imply not so much the ‘oath and pledge’ as a metonymy for an orderly society or a rather vague reference to any oath and pledge, but to actual oaths, pledges and sureties that were given at the assembly where the laws were promulgated, as shown by the use of the demonstrative pronouns in relation to the pledges, oath and sureties where previous occurrences of this collocation always omitted the article and thus kept the references general and indefinite.¹⁰¹ This clause may incidentally give us an intriguing insight into the actual process of law-giving. It is more than likely that any swearing and pledging at this assembly would have been done by the noblemen who attended the meeting at Grately. Athelstan decrees that any peace-breakers will be displaced and not be allowed to return to their home area, and anyone shelters them on pain of death.¹⁰² It is clear that Athelstan is exasperated by the general state of ‘lawlessness’ and is therefore punishing those that shelter criminals as hard as the felons themselves.¹⁰³

However, the code referred to as VI As may in fact be the most interesting piece of evidence for the use of pledges, and the meaning of expressions related to it, from Anglo-Saxon legislation. It is usually regarded as a piece of non-royal legislation and is normally referred to as the statutes of the ‘peace-guild’ of London. These statutes are considered, for example by Wormald, to stem from the same legislative climate as Athelstan’s Exeter decrees, that is as a response to the failure of the earlier laws.¹⁰⁴

⁹⁹ See Wormald, *Making*, pp. 305–6.

¹⁰⁰ V As, Prol. 3 (ed. Liebermann, *Gesetze* I, 166). ‘...that is because the oaths and the pledges and the sureties which were given there are all neglected and broken.’

¹⁰¹ Liebermann cautiously allows both possibilities: that the *að 7 wedd* may refer to a general oath and pledge to keep the king’s peace or to a specific one related to the Grately decrees (*Gesetze* III, 109).

¹⁰² V As 6 (ed. Liebermann, *Gesetze* I, 171).

¹⁰³ See Wormald, *Making*, pp. 305–7, on Athelstan’s concern with theft legislation.

¹⁰⁴ *Ibid.*, pp. 305–6.

Furthermore, this code, established by the notables of London, shows the range of meaning of *wedd* that we have traced throughout earlier laws. The first clause introduces the code in similar terms to those employed later in Edgar, and hinted at in Athelstan's Exeter code above, that is it is a *gerædnes* which was first agreed orally (*gecweden habbað*) and then formally ratified (*mid weddum gefæstnod*):

Ðis is seo gerædnes, þe þa biscopas 7 þa gerefan, þe to Lundenbyrig hyrað, gecweden habbað 7 mid **weddum** gefæstnod on urum friðgegyldum, ægðer ge eorlisce ge ceorlisce, to ecan þam domum, þe æt Greatanlea 7 æt Exanceastre gesette wæron 7 æt Ðunresfelda.¹⁰⁵

It is clear from this prologue that this code is in fact not issued by the king directly, but an agreement by lesser nobles.¹⁰⁶ However, it is in direct relation to the royal codes, as the prologue refers explicitly to Athelstan's earlier codes from Grately, Exeter and Thundersfield. The language recalls that of other treaties (such as the Alfred-Guthrum one discussed above), a fact we will have occasion to discuss in more depth later on. The phrase *mid weddum gefæstnod* recurs in clause 8,5 which deals with mutual assistance in case of theft and commands the guild members to help each other 'swa hit gecweden is 7 mid weddum gefæstnod' and to pay a fine 'gif he aht þæs oferhæbbe, þe on urum gewritum stent 7 we mid urum weddum gefæstnod habbað'.¹⁰⁷ Again, it appears that some formal ratification seems to be an essential part of this guild agreement; it is interesting to note that there does not appear to be a distinction between 'oral' or 'written' agreements.¹⁰⁸ In fact, these appear to be referring to the same thing. The next clause deals with this giving of pledges from the other side, so to speak: here the subject is not the duty of the member to do what was agreed, but what the man 'þe on urum gegyldscipum his wedd geseald hæfð' ('who has given his pledge in/to our guild') can expect after his death, namely that alms will be given and psalms will be sung on behalf of his soul.¹⁰⁹ Liebermann here translates *wedd* as 'Beitrittspfand' ('pledge of admission'), although he acknowledges that it may mean a mere symbolic token or, indeed,

¹⁰⁵ VI As Prol. (ed. Liebermann, *Gesetze* I, 173). 'This is the agreement that the bishops and the reeves who belong to London have agreed on and confirmed with pledges in our peace guild, both noble and common, to augment those laws that were set down at Grately and at Exeter, and at Thundersfield.'

¹⁰⁶ There is remarkably little literature on Anglo-Saxon guilds, for some historical context see Rosser, 'Anglo-Saxon Guilds'. See the discussion by Liebermann, *Gesetze* III, 121, who argues that this guild was more likely to be an existing one and compares the plural *friðgegyldum* to the analogous *friðgewritu*, that is it refers to a guild in the singular.

¹⁰⁷ Ed. Liebermann, *Gesetze* I, 179–80. '...as it has been spoken and confirmed with pledges' and '...if he at all neglects that, which is stated in our documents and which we have confirmed with our pledges.'

¹⁰⁸ See also Keynes, 'Royal Government', p. 239.

¹⁰⁹ VI As 8,6 (ed. Liebermann, *Gesetze* I, p. 180).

simply a verbal promise.¹¹⁰ However, given its close semantic-syntactic similarity to other phrases including *wedd*, it seems preferable to assume a physical object or money, as otherwise the emphasis on what was both ‘said’ or ‘written’ and ‘secured with pledges’ would appear to be simply tautological.

Liebermann bases his interpretation on clause 8,9 where *wedd* twice occurs in collocation with *frið*, a word which he translates as ‘Polizeiordnung’ (legal order in general). Thus he takes it to refer to a general state of affairs and takes *wedd* to mean ‘rechtsförmliches Versprechen’ (that is a legally binding promise) in general. However, looking at the syntax of the two relevant phrases, this need not necessarily be the case.

Gif we þonne aslaciað þæs friðes 7 þæs **weddes**, þe we seald habbað 7 se cyng us beboden hafað, þonne mage we wenan oððe georne witan, þæt þas þeofas willað rixian gyta swyðor, þonne hig ær dydon. Ac uton healdan ure **wedd** 7 þæt frið, swa hit urum hlaforde licige...¹¹¹

I take the relative pronoun *þe* to refer back only to *wedd* rather than both *frið* and *wedd*, in which case the phrase *sellan wedd* is one that we have encountered before. The second instance is analogous to another construction we have already discussed, namely *að 7 wedd*, and is indicative of the keeping and upholding of laws, that is the ‘peace’ in this instance, in general. However, there may be a more explicit distinction here, expressed by the use of two different pronouns: the possessive *ure* and the demonstrative *þæt* — one given by the undersigned nobles, the other demanded by their lord. There is thus a good case to be made for the fact that *wedd* here refers to actual pledges. Nevertheless, this is a good example of the developing semantic ambiguity of *wedd* and its possible ranging from the physical to the abstract.

Clause 10 gives us a hint of how a supposed oath of loyalty in whatever form, as discussed above, might actually have worked. It states:

Teoðe, þæt þa witan ealle sealdan heora **wedd** ealle togædere þam arcebiscope æt Þunresfelda, þa Ælfeah Stybb 7 Brihtnoð Oddan sunu coman togeanes þam gemote

¹¹⁰ *Gesetze* III, 122.

¹¹¹ Ed. Liebermann, *Gesetze* I, 181. ‘If we become remiss in that peace and that pledge that we have given and the king has commanded to us, we can expect and know well that those thieves will hold sway even more than they did before. But let us keep our pledge and that peace, as it may please our lord...’

þæs cinges worde, þæt ælc geref a name þæt **wedd** on his agenre scire, þæt hi ealle þæt frið swa healdan woldan...¹¹²

Thus it appears that the *witan*, presumably including the notables of the London peace-guild, gave a pledge at the law-giving assembly at Thunderfield (though it is interesting to note that this pledge was given to the archbishop not the king), and were then required to take that pledge in their own shire. Keynes remarks that this clause appears not to have originally been part of the peace-guild agreements and may in fact derive from a report by the aforementioned Ælfheah and Byrhtnoth to their guild brothers about the assembly at Thundersfield.¹¹³ Clause 11 deals with the reeve who does not wish to take this oath from his own followers:¹¹⁴

Gif eower hwilc forgymeleasað 7 me hyran nelle 7 þæt **wedd** æt his hyremannum niman nelle... þonne beo se geref a buton his folgoðe 7 buton minum freondscipe 7 gesylle me CXX scil...¹¹⁵

Loss of friendship and payment of 120 shillings is the typical punishment for disobedience to the king.¹¹⁶ Nevertheless, it appears that first the *witan*, then their followers to *their* lords, were required to pledge allegiance to the laws, apparently specifically the ones just issued at Thundersfield. This sounds very much like an ‘oath and pledge that all the people have given’, but is more concerned with the upholding of the royal laws than what one might want to call ‘immediate loyalty’ to the person of the king — as evidenced by the fact that the nobles give their pledge to the archbishop. However, the question is to what extent these abstract concepts would have been distinguishable in the minds of Anglo-Saxon legislators, since adherence to the king’s decrees as an expression of loyalty is stressed frequently in the later Anglo-Saxon period, particularly by Alfred and Wulfstan.¹¹⁷ Furthermore, the pledge is

¹¹² Ed. Liebermann, *Gesetze* I, 181–2. ‘Tenth, that all the *witan* gave their pledge all together to the archbishop at Thundersfield, where Ælfheah Stybb and Brihtnoð, the son of Odda came to the meeting at the king’s command, that each reeve take that pledge in his own district, that they would all keep the peace...’

¹¹³ Keynes, ‘Royal Government’, pp. 239–40 (and similarly for VI As 12, *ibid.*). But see Wormald, *Making*, p. 298 and n. 154.

¹¹⁴ This is the king speaking in the first person, so this clause provides evidence for the composite nature of VI As, that is the king’s pronouncements and the guild’s agreements were to a certain extent conflated (and, at least in the case of VI As 10 and 11, complementary in nature). Keynes imagines that this is taken from a copy of the king’s injunction delivered to the borough of London (‘Royal Government’, p. 236 and p. 240).

¹¹⁵ Ed. Liebermann, *Gesetze*, I, p. 182. ‘If any of you disregards this and does not wish to obey me and does not want to take that pledge... then the reeve shall be without his position and without my friendship and pay me 120 shillings.’

¹¹⁶ Compare for example II Ew 2, IV Atr 9,2 (in Latin), ed. Liebermann, *Gesetze* I, 142 and 236.

¹¹⁷ See for example Pratt, *The Political Thought*, pp. 232–8 for Alfred; Wormald, ‘Holiness of Society’ for Wulfstan.

to keep the *frið* as the king commands (a phrase that is repeated in various forms several times in these clauses) which seems to imply that they were indeed different concepts, as argued above. The composite and somewhat convoluted nature of this code does not need to concern us overmuch in this investigation. Whether one is inclined to follow Wormald or Keynes, it is clear that the clauses under discussion are from the same period and address the same issues, so a semantic and contextual analysis is possible (and, indeed, necessary).

We can also see a further development in the legislation on sureties in Athelstan's laws. Now sureties are not restricted to certain transactions, but to a certain class of people: for example a thief, who has spent 40 days in prison and has been freed through the appropriate payment of 120 shillings to the king, is required to find sureties from amongst his kin.¹¹⁸ This is reiterated more harshly in VI As 1,4, where a repeat offender, who has been found guilty at the ordeal, will be executed *unless* his relatives are willing to pay wergeld and compensation and to stand surety for him (*hine on borh gehabban*).¹¹⁹ A similar stipulation is made for thieves under the age of 15 (VI As 12,2): if they do not resist arrest and submit peacefully, they will have the chance of their kin standing surety for them (*þæt hi [relatives] hine niman be his fullan were on borh*).¹²⁰ Once again, this is to safeguard the future conduct of the culprit (who is here also given the chance, if he is unable to find sureties, to swear to the bishop that he will not break the law again and work off his wergeld in servitude). However, III As 7, which only survives in Latin, seems to imply that every man should have sureties regardless of any previous crimes.¹²¹

The laws of Edmund (939–46), brief as they are, throw up a couple of interesting aspects for the present investigation. The first again concerns the procedural pledge. II Em 7 again takes up feud as its main subject, in such a way that the slayer (*slaga*) will not be killed in revenge, if he promises his advocate (*forespeca*), and he in turn promises the relatives of the victim, that he will pay compensation. Incidentally, the term used for 'promise' here is *sellan on hand* — *sellan* of course being the same word used elsewhere for the giving of pledges. At any rate, this promise having been made, the killer may himself pledge (*weddian*) that he will pay the wergeld, after which he is required to find a surety (*wærborh*) for this promised payment (who seems to be a different person from the *forespeca*). This is the first time that we find the verb *weddian* used in this context, though it is obvious that it is similar

¹¹⁸ II As 1,3, ed. Liebermann, *Gesetze* I, 150. See Liebermann, *Gesetze* II, *Wörterbuch*, s.v. Bürgschaft 6c).

¹¹⁹ Ed. Liebermann, *Gesetze* I, 174.

¹²⁰ Ed. Liebermann, *Gesetze* I, 183.

¹²¹ *Septimum: ut omnis homo teneat homines suos in fideiussione sua contra omne furtum* (ed. Liebermann, *Gesetze* I, 170). 'Seventh: that each man should take his associates as his surety against all crimes'.

to other instances of pledging we have seen before: basically a promissory statement that the accused will submit to the correct legal procedure, though phrased in a slightly different way.

Ðonne syððan gebyreð, þæt man sylle ðæs slagan forespecan on hand, ðæt se slaga mote mid griðe nyr 7 sylf wæres **weddian**.

Ðonne he ðæs **beweddad** hæbbe, ðonne finde he ðærto wærborh.¹²²

We have seen the verb *weddian* used in this context in II As 23, but its occurrence is nonetheless curious here, as it normally has the more specialized meaning of ‘to engage’, that is ‘to be married’.¹²³ In particular, we have already discussed the past participle *beweddad* in its usual meaning of ‘betrothed’ in Æthelberht’s law-code.¹²⁴ However, we find here the common combination of promises, pledges, and sureties. The slayer promises (though this appears to involve a symbolic handshake of some description), then gives a pledge and is then required to find a surety (who is in this case designated by a specialized term, as he specifically stands surety for the payment of the appropriate *wergeld*). This nexus of pledging and giving sureties becomes more and more important in the laws over the course of the Anglo-Saxon period.

Edmund’s third code, which only survives in the Latin version of *Quadripartitus*, gives us the clearest indication of a general oath of loyalty that was sworn by all subjects to the king. The first clause reads:

Imprimis ut omnes iurent in nomine Domini, pro quo sanctum illud sanctum est, fidelitatem Eadmundo regi, **sicut homo debet esse fidelis domino suo**, sine omni controversia et seductione, in manifesto, in occulto, et in amando quod amabit, nolendo quod nolet, et a die qua iuramentum hoc dabitur, ut nemo concelet hoc in fratre uel proximo suo plus quam in extraneo.¹²⁵

¹²² II Em 7,1 (ed. Liebermann, *Gesetze* I, 188–90). ‘Then it shall be appropriate that the man gives/promises the slayer’s advocate into the hand, that the slayer may approach under safe-conduct and pledge the wergild himself. When he has pledged this, then he is to find a surety for the wergild.’ On the role of the *forespeca* more generally, see Rabin, ‘Old English *forespeca*’.

¹²³ See for example the discussion of *Be Wifmannes Bewedding* below, pp. 53–5.

¹²⁴ See above, p 23.

¹²⁵ III Em 1 (ed. Liebermann, *Gesetze* I, 190). ‘In the first place, that all should swear in the name of the Lord, for whom the holy is indeed holy, fealty to King Edmund, as a man should be faithful to his lord, without any dispute and betrayal, in the open, in secret, favouring what he will favour, not wishing anything he will not wish, and from the day on which this oath will be given, let no one hide [a breach of it] by a brother or a kinsman of his, any more than by a stranger.’

The highlighted phrase is very similar to some Frankish legislation, such as the oath of loyalty Charlemagne demanded from his subjects in 802.¹²⁶ If the Latin translation in *Quadripartitus* is correct, it seems indeed to point towards an oath by all subjects — if the Old English expression which corresponds to the highlighted phrase had been *eal þeod*, the translator of *Quadripartitus* would most likely have translated word by word (*omnis populus*), as it does in the two instances above which might refer to a general oath, rather than simply *omnes*. Furthermore, *iuramentum* seems to indicate an oath rather than a pledge, even when bearing in mind the terminological inexactness of early medieval sources and the ambiguity in the wider usage and meaning of *iuramentum*.

Edgar's (959–75) law-codes are less diverse than they might at first appear, due to the rather idiosyncratic numbering of the codes by modern editors.¹²⁷ The first text that interests us is 'III Eg', effectively the secular counterpart to the ecclesiastical decrees of 'II Eg' — both derive from the same occasion, an assembly at Andover. Thus clause 6 says that every man should provide a surety for himself, who should then ensure that he would undergo the legal process (Liebermann calls this 'prozessuale Verbindlichkeit').¹²⁸ Wormald explains this passage (including the following clauses) as an effort by Edgar to replace the sureties against anti-social behaviour (mainly theft) with neighbourhood sureties.¹²⁹ This code thus gives us a rare detailed look at the structure of the legal process of the giving of sureties.

& finde him ælc man, þæt he **borh** hæbbe; & se **borh** hine þonne to ælcum rihte gelæde & geealde.

& gyf hwa þonne woh wyrce & utoðberste, abere se **borh** þæt he aberan scolde.

Gyf hit þyfð beo, & gyf he hine binnan twelf monðum gelangian mæge, agyfe hine to rihte, & him man agyfe þæt he ær sealde.

& se ðe tyhtbysig sy & folce ungetriwe & þas gemot forbuge, þonne sceawie man of ðam gemote þa þe him toridan. & finde him þonne gyt **borh**, gyf he mæge.¹³⁰

¹²⁶ Pratt, *Political Thought*, p. 234.

¹²⁷ Wormald, *Making*, pp. 313–20.

¹²⁸ Liebermann, *Gesetze* III, 137.

¹²⁹ *Making*, p. 316.

¹³⁰ III Eg 6–7 (ed. Liebermann, *Gesetze* I, 202–4). 'And each man should find that he has a surety, and the surety should produce and hold him to every legal duty.'

And if he then commits a crime and escapes, the surety is to bear what he should have borne.

In a way, this is either a replacement of procedural pledges as we have encountered them before, or an extra safeguard to ensure the accused will follow the due process of the law. This is difficult to determine, as there is very little cross-referencing between the Anglo-Saxon laws. Even in the case of Alfred, who makes it clear that he has used earlier laws, it is not obvious what is new and what is being recycled or updated. We have seen that it used to be the case that the accused himself was to give a pledge to this effect, but by stipulating that every man needed a surety, Edgar was presumably attempting to pre-empt criminal activity to a certain extent: if the surety was personally and financially responsible for the behaviour of his ‘charge’, he would also have a vested interest in preventing him from committing the crime in the first place, or at least to bring him to order. There is thus a more marked development from the security of things to the surety of persons.

IV Edgar is noteworthy for its interest in moral reasoning behind the upholding of law, explicitly more so than even Alfred had been.¹³¹ One of his concerns is tithing, and he refers to his previous stipulations given at Andover in clause 1,4:

...swa seo gerædnys tæce, þe mine witan æt Andeferan geræddon & nu eft æt Wihtbordesstane mid **wedde** gefæstnodon.¹³²

This appears similar to the practical aspect of law-giving we have already seen: laws were presumably first agreed upon and then decreed (not necessarily) orally, before a more formal ratification took place — VI As may have given us some more detailed hints, if the conjectures discussed above are correct.

Clause 1,5 continues this theme and further takes up some of Athelstan’s legislation, in that Edgar exhorts his reeves to punish wrong-doers (that is those unwilling to pay tithes),

ælcum þara þe þis ne gelæste 7 minra witenas **wed** abrecan mid ænegum waccsipe wille, swa swa him seo foresæde gerædnes tæce.¹³³

If it is theft, and if he can seize him within twelve months, he is to give him to justice and he is to be given back what he had previously given.

And if he be frequently accused and unworthy of the people’s trust and avoid these meetings then men are to be chosen from the meeting who should ride to him and still find a surety for him, if he is able to [find one].’

¹³¹ IV Eg to a certain extent mirrors the Andover legislation (that is the composite of II and III Eg) in that it consists of an ecclesiastical and a secular part. See further Wormald, *Making*, pp. 317–20.

¹³² Ed. Liebermann, *Gesetze* I, 208. ‘As the agreement states, that my witan advised at Andover and have now again fastened with pledges at Wihtbordesstan.’

Edgar again refers back to the Andover code, and this clause seems to imply that it was indeed the nobles, the *witan*, who pledged to adhere to the laws, but that their pledges could be broken by others. In this way, a pledge given by the nobles would encompass *eal þeod*, without necessitating every single individual to give such a pledge. In a similar way to V As, this code, with its back-referencing and its moral exhortations, could be seen as a direct response by the royal government to a time of crisis (the *færcwealm* of the prologue).¹³⁴ It is interesting that it is in this context that pledges are mentioned, reminding the people of their solemn promise to uphold the laws — which was normally outside the scope of the laws as published, but clearly played a part in their drafting and acceptance at royal assemblies.

The Promissio Regis

The *Promissio Regis* is an Old English translation of the threefold promise made at their coronations by Anglo-Saxon kings in the tenth and eleventh centuries, followed by two paragraphs on the duties of kingship. While issues pertaining to medieval coronations in general and Anglo-Saxon coronations in particular have received a certain amount of scholarly attention, this text has mostly been looked at in reference to the original Latin coronation *ordines*.¹³⁵ Another area of concern has been the contextualization of the text, that is where and for which king the text was composed, and it has been associated with both Dunstan and Wulfstan, and with Byrhtferth of Ramsey by Wormald.¹³⁶ In regard to analysing the text, scholars have focussed on the coronation oath, to which the passage of interest to the present investigation is a preamble.¹³⁷ The opening lines of the Old English version are:

Ðis gewrit is gewriten stæf be stæfe be þam gewrite, þe Dunstan arcebisceop sealde
urum hlaforde æt Cingestune, þa on dæg þa hine man halgode to cinge, & forbæd him

¹³³ *Ibid.* ‘...each of those who do not fulfil this and wishes to break my *witan*’s pledge with any remissness just as the aforesaid agreement teaches.’

¹³⁴ Keynes, ‘Edgar, *Rex Admirabilis*’, p. 11.

¹³⁵ See for example Schramm, *Kaiser II*, 169–91. The relationship of the various versions of the Latin text has been explained by Nelson, ‘Earliest Surviving Royal *Ordo*’ and *eadem*, ‘Second English *Ordo*’.

¹³⁶ The discussion is summarized by Clayton, ‘*Promissio Regis*’, in particular pp. 92–5. See references there and Wormald, *Making*, p. 448, n. 118.

¹³⁷ See for example Stafford, ‘The laws of Cnut’, in particular pp. 179–80.

ælc **wedd** to syllanne, butan þysan **wedde**, þe he up on Cristes weofod lede, swa se bisceop him dihte.¹³⁸

There are analogues to the placing of important documents on the altar.¹³⁹ Clayton speculates for example that this may have been modelled on the profession of a monk as prescribed in the Benedictine Rule, while Schramm points out that Frankish kings placed their coronation promises in holy places.¹⁴⁰ The terminology is that of regular pledge-giving, but the description of the document as a physical pledge is unique to this context. There is no exact corresponding Latin text for the Old English version, and it is therefore not clear whether the Old English author had a Latin word in mind for *wedd*. The obvious choice would be *pignus* ('physical pledge', a correspondence that will be discussed in greater detail in the next chapter), and this is the word that George Hickes used in his Latin translation of the Old English text.¹⁴¹

Furthermore, from what we have seen so far the giving of the pledge by, rather than to, the king seems unusual. Schramm sees this as a significant turning-point in English constitutional history, a recognition of the principle that the king is not only under the law, but under obligation to his people, and his submission to this is a preliminary condition to his coronation.¹⁴²

Æthelred and Cnut

The laws of Æthelred (978–1016) and Cnut (1016–35) are frequently analysed together. This is mainly due to the involvement of Archbishop Wulfstan in the legislation of both kings, and there are therefore marked similarities between the later codes of Æthelred and Cnut. For the purposes of the present investigation, the codes of the two kings confirm the increasing importance of sureties in the prevention of crime. In terms of theme and style, the Wulfstanian legislation in particular develops the word-pair *að and wedd* which has already been discussed as an important feature of Alfred's and Athelstan's legislation.

¹³⁸ Ed. Clayton, '*Promissio Regis*', p. 148. 'This document is written letter by letter according to the document that Archbishop Dunstan gave to our lord at Kingston, on the day that he was anointed king, and forbade him from giving any pledge except for this pledge that he laid on Christ's altar as the bishop directed him.'

¹³⁹ Kelly, '*Anglo-Saxon Lay Society*', p. 44.

¹⁴⁰ Clayton, '*Promissio Regis*', p. 107; cp. the description in the Benedictine Rule, ch. 58.20–1 (ed. Hanslik, *Benedicti Regula*, p. 136); Schramm, *History of the English Coronation*, p. 184.

¹⁴¹ Clayton, '*Promissio Regis*', p. 102 and n. 69.

¹⁴² *History of the English Coronation*, pp. 181–2; Nelson, 'Second English Ordo', pp. 369–70.

I Atr, issued at Woodstock, takes up the theme of Edgar's Andover code regarding criminal surety.¹⁴³ The first clause reiterates the stipulation that every free man should have a 'trustworthy surety' (*getreowne borh*) who is responsible for holding him to justice if he is accused.¹⁴⁴ Once again, this type of surety is only responsible preliminary to the 'court proceedings' proper — the accused will need to undergo either oath-swearing or ordeal or both if he is to prove his innocence; the surety is to ensure that he *will* undergo the correct proceedings. As such, should the accused escape to avoid the ordeal, the surety is ordered to pay compensation to the accuser and the lord of the accused.¹⁴⁵ This is what one might want to term 'Prozessualbürgschaft' (procedural surety), analogous to Liebermann's 'Prozessualpfand'. A different type of surety arises if the accused is found guilty at the ordeal: if it is his first transgression, he is ordered to pay the appropriate fine and find sureties to the effect that he will not break the law again. This again echoes Edgar's legislation on the same subject, and Wormald sees it as a further attempt to integrate the activity of lord and neighbourhood through the role of community sureties.¹⁴⁶ Thus, as already hinted at in the discussion of Edgar's laws, there appears to have been a move away from the thing-like formality of the *wedd* to the personal surety of the *borg*. This gains such an importance that any 'untrustworthy' (*eallon folce ungetrywe*) man is supposed to find sureties through the help of the king's *gerefa*; if that, however, proves impossible he is to be summarily executed (I Atr 4), probably because such a man might have considered himself already damned before the law and could have acted as a desperate outlaw.

The Scandinavian elements of Æthelred's third code have long been known and discussed. As the code is explicitly addressed to the Five Boroughs in the Danelaw part of England, it should maybe occasion no surprise that a number of terms and concepts appear to have a distinctly Scandinavian flavour.¹⁴⁷ For our purposes it is most interesting that III Atr seems to hark back to older ways of ensuring that the accused would fulfil his legal obligations: by *wedd* rather than *borg*, i.e through giving a security (payment) rather than giving the responsibility to another person. While the use of sureties has been known even in some of the Kentish law-codes,¹⁴⁸ we have also seen that there seems to have been a development from the giving of pledges as security to the employment of sureties. Particularly if contrasted with Æthelred's first code, where community sureties are legislated

¹⁴³ Ed. Liebermann, *Gesetze* I, 216–21.

¹⁴⁴ Liebermann is not sure whether the reference is to one surety or several (*Gesetze* III, 147).

¹⁴⁵ I Atr 1,7 (ed. Liebermann, *Gesetze* I, 218).

¹⁴⁶ Wormald, *Making*, p. 328.

¹⁴⁷ See most recently Neff, 'Scandinavian Elements', and references given there.

¹⁴⁸ See above, pp. 24–5.

for in a rather detailed manner, this could possibly also be interpreted as a particularly Scandinavian element of III Atr. The relevant clauses are:

...7 niman þonne þa tihþysian men, þe mid þam gerefan habbað, & heora ælc sylle VI healfmarc **wedd**, healf landrican 7 healf wæpentake.

And gif hwa þeof clænsian wille, lecge an C to **wedde**, healf landrican 7 healf cinges gerefan binnan port, 7 gange to þrimfealdan ordale.

And æt cynges spæce lecge man VI healfmarc **wedd** 7 æt eorles 7 biscopes XII oran **wedd** 7 æt ælcum þegene VI oran **wedd**.¹⁴⁹

This is precisely the part in the legal process where, according to the laws of Edgar and Æthelred himself, we would have expected the surety to play a part. Neff suggests that this system may not have worked well in the Danelaw, perhaps because the new settlers were not used to it or because they were unable to find people to stand surety for them as ‘newcomers’.¹⁵⁰

From a linguistic perspective the use of the verb *lecgan* is interesting, given that we have seen so far that the verb that is normally used in collocation with *wedd* is *sellan*. This can also be attributed to Norse influence. ON *veð*, cognate with *wedd*, has a very similar meaning to its Old English counterpart.¹⁵¹ Generally speaking the syntactic environment in Old Norse, is similar, too, but *veð* seems to be employed with a wider range of verbs. Thus we find *selja veð*, which is the exact equivalent of the familiar *sellan wedd*, for example: *Nu selr maðr monnum eitt veð*.¹⁵² In the same piece of legislation (laws given by Magnus Hakonsson in the late 13th century) we also find: *Nu leggr maðr manni veð firir einnhvern grip eða lut*.¹⁵³

¹⁴⁹ III Atr 3,2, 7 and 12 (ed. Liebermann, *Gesetze* I, 228–30). ‘...and take those accused men, who have [a suit] with the reeve, and each of them should give 6 half marks as a pledge, half to the land-lord and half to the wapentake.’

And if anyone wishes to clear a thief, let him lay down a hundred [of silver] as a pledge, half to the land-lord and half for the king’s reeve in the town, and go to the threefold ordeal.

And in a king’s suit let the man lay down 6 half marks as a pledge, in that of an earl or bishop 12 ores as a pledge and in any thegn’s 6 ores as a pledge.’

¹⁵⁰ Neff, ‘Scandinavian Elements’, p. 292.

¹⁵¹ Cleasby-Vigfusson, s.v. *veð*.

¹⁵² ‘Now a man gives a pledge to men.’ *Norges Gamle Love*, ii. p. 162.

¹⁵³ *Ibid.*, p. 161.

There is also an example from *Njals saga* which uses *leggja*.¹⁵⁴ In comparing Old English and Old Norse, the difference in time between the transmitted texts always needs to be borne in mind; and in this case the more flexible nature of the usage of verbs with *veð* in Old Norse makes any close comparison difficult. However, it is surely significant that the collocation of *wedd* with *lecgan* which is extremely rare otherwise (there is one more example in the *Dunsæte* ordinance, discussed below) occurs in a piece of legislation that was in all likelihood aimed at Scandinavian settlers. As may be seen from the Old Norse examples above, there does not seem to have been a grammatical necessity to specify the object of the pledge such as there is in Old English legal language. Clause 7 in III Atr uses the familiar expression of *sellan to wedde*, though without the genitive object usually accompanying the phrase ('as a pledge of Y'). In the other two clauses *wedd* appears as the accusative object of *lecgan*, mirroring the Old Norse phrase.

Leaving aside problems of numbering, there is a 'break' in style and content between the earlier and later parts of Æthelred's legislation.¹⁵⁵ This includes IV Atr, which survives only in the Latin translation of *Quadripartitus* and deals mainly with trade law.¹⁵⁶ As mentioned above, this noticeable change depends of course on the well-known involvement of Archbishop Wulfstan II of York with the drafting of legislation from this point onward, something that also links the later laws of Æthelred with those of his successor, Cnut.¹⁵⁷

From the code known as V Atr onwards, pledges fall outside the scope of the royal legislation: the point about sureties being integral to the smooth running of legal procedures had already been made in earlier codes. Æthelred's later codes have a more ecclesiastical flavour. Nevertheless, *wedd* continues to occur in word-pairs of the type *word 7 wedd* or *að 7 wedd*: we have encountered this before, as a metonymic expression for the 'legal order' in general. It is as such that it is used by Wulfstan. The exception may be V Atr 1, though we find it employed in a similar alliteratively rhetorical way:

[Ðæt is þonne ærest, þæt we ealle ænne God lufian 7 weorðian 7 ænne Cristendom georne healdan 7 ælcne hæðendom mid ealle aweorpan;] 7 þæt we habbað ealle ægþer

¹⁵⁴ 'Þá gengu þeir Gizurr hvíti at ok Hjalti ok buðu at leggja sik í veð fyrir þessa menn ok fara út til Íslands at boða trú...' (ed. Sveinsson, *Brennu-Njáls Saga*, p. 269). 'Then they, Gizurr the White and Hjalti, came up and offered to lay themselves in pledge for these men and go out to Iceland and preach the faith.'

¹⁵⁵ As remarked on by Liebermann, *Gesetze* III, 166; Wormald, *Making*, pp. 330–45.

¹⁵⁶ Ed. Liebermann, *Gesetze* I, 232–7.

¹⁵⁷ See fundamentally Whitelock, 'Archbishop Wulfstan'.

ge mid worde ge mid **wedde** gefæstnod, þæt we under anum cynedome ænne Cristendom healdan willað.¹⁵⁸

This expression is reminiscent both of the way the law-making process was described by earlier Anglo-Saxon kings, and of the general ‘oath and pledge’ referred to in some of the earlier law-codes. Again, Wulfstan employs the alliterative couplet to encompass the whole area of legal duties and relations.¹⁵⁹ Without wishing to pre-empt the more detailed discussion below, the construction *ægþer ge...ge...* seems to imply that the two concepts were not merely tautological, but were two distinct aspects which together may be taken to describe a whole.¹⁶⁰ Read in conjunction with the following programmatic clauses in V Atr, it is clear that Wulfstan is setting out his vision of an orderly society under one God, under one king, where every man knows his place and performs his duties according to his social status and obeys the law.¹⁶¹

Word 7 wedd is again used to describe the whole of a man’s duties in clause 5, in this case more specifically those of a monk:

7 ures hlafordes gerædnes 7 his witenas is, þæt muneca gehwylc, þe ute sy of mynstre 7 regoles ne gyme, do swa him þearf is: gebuge georne into mynstre mid eallum eadmettum 7 misdæda geswice 7 bete swyþe georne þæt he abrocen hæbbe; geðence word 7 **wedd**, þe he Gode betæhte. (= VI Atr 3a)¹⁶²

It is of course interesting that the relationship between a monk and God is described in terms very similar to those used for the regulation of the relationship between a secular lord and his followers. This is a phenomenon that will be discussed in a different context in the following chapter. However it is clear that the monk’s promises and pledges in his vocation are to a certain extent analogous to, and as important as, those of a secular layman to his lord.

¹⁵⁸ Ed. Liebermann, *Gesetze* I, 236. ‘That is first, that we all love and honour one God and eagerly hold one Christianity and cast off all heathendom, and we have confirmed this both through word and through pledge that we wish to hold one Christianity under one kingdom.’

¹⁵⁹ Again, this is contrary to the interpretation by Liebermann who thinks that the clause refers to a specific pledge that was given by the *witan* – which of course meant that ‘common’ subjects were breaking the *witan*’s promises (II, *Rechts- und Sachglossar*, s.v. Gesetz 19). See the discussion of IV Eg above, pp. 45–6.

¹⁶⁰ Cp. Pons-Sanz, *Norse-Derived Vocabulary*, p. 166.

¹⁶¹ Wormald, ‘Holiness of Society’.

¹⁶² Ed. Liebermann, *Gesetze* I, 238. ‘And the decree of our lord and of his witan is that each monk, who is outside of the monastery and does not keep to the rule shall do as is necessary for him: he shall eagerly submit to the monastery in all humility and desist from misdeeds, and atone very eagerly for what he has transgressed, he should remember the word [promise] and pledge which he has given to God.’

Wulfstan also employs the couplet *að 7 wedd*, in a clause that occurs almost verbatim three times in Wulfstian legislation, although in this case it could be dubbed a four-way collocation:

...7 word 7 weorc freonda fadige mid rihte 7 að 7 **wedd** wærlice healde.¹⁶³

On a very basic level, this is a double phraseological pair. I am of course not suggesting that *word and weorc* and *að and wedd* are synonymous here, but the close similarity of the expressions might allow us to draw the conclusion that the use of the word-pairs is supposed to serve a similar purpose: to set up a contrast between oral utterances on the one hand and somehow more tangible or substantial acts on the other, and that both need to be kept *mid rihte and wærlice*. And again, both word-pairs are binary phrases which in conjunction describe the whole of a certain concept: the *word 7 weorc* of everyday life, and the *að 7 wedd* more specifically relating to the social order through the legal sphere. The latter interpretation is further strengthened by another use of the couplet in clause 14 of Cnut's letter to the English (Cnut 1020):

...for ðam þe ealle biscopas secgað, þæt hit swyþe deop wið God to betanne, þæt man aðas oððe **wedd** tobrece.¹⁶⁴

The expression should by now be familiar, and the use of *oððe* again hints at a definite distinction being made between oaths and pledges.

Another instance that deserves mention from the laws of Cnut is in I Cn 5,3 which deals with priests who have been found guilty of a crime:

And gyf mæssepreost æfre ahwær stande on leasre gewitnesse oððe on mænan aðe oððe þeofa gewita oððe gewyrhta beo, þonne sy he aworpen of gehadodra gemanan & þolige ægþer ge geferscipes ge freondscipes ge æghwylces weorðscipes, butan he wið

¹⁶³ V Atr 22,2 (ed. Liebermann, *Gesetze* I, 242); also VI Atr 28; I Cn 19.1. The latter two instances have 'gewhylc/gehwilc' between *freonda* and *fadige* (ed. Liebermann, *Gesetze* I, 254 and 300). '...and regulate his word and deed to his associates rightfully and keep his pledge and oath truly.' For some remarks on Wulfstan's use of word-pairs, see Cummings, 'Paired Opposites'.

¹⁶⁴ Ed. Liebermann, *Gesetze* I, 274. 'Because all the bishops say, that it is to be atoned for very seriously with God if a man breaks oaths or pledges.'

God & wið menn þe deoplicor gebete, swa bisceop him tæce, & him **borh** finde, þæt he þanon forð æfre swylces geswice.¹⁶⁵

This is very similar to earlier legislation that did not deal specifically with priests and may be designed to bring their legal standing in line with that of non-ecclesiastics.

Anonymous codes

Apart from those codes issued in a king's name (or at least attributed to them by modern editors), there is a number of unofficial codes from Anglo-Saxon England. Some of them have been connected to Wulfstan in some form, but while they are of interest to the legal historian, we will confine ourselves once again to those that deal with pledges (though taking into account their probable dates). Of particular interest is the private tract commonly known as *Be Wifmannes Beweddunge*, which describes the correct procedure for the process of engagement. As has already been mentioned, a number of verbs belonging to the semantic field of engagement are formed on *wedd*, but they will not be the concern of the following brief discussion.¹⁶⁶ Of course, this is the context in which the root survives into Middle and Modern English. Nevertheless, we are able to see here that besides legal procedure, pledges appeared to be important in the rules of engagement.¹⁶⁷ The underlying principle, however, remains the same:

Gif man mædan oððe wif **weddian** wille 7 hit swa hire 7 freondan gelicige, ðonne is riht, ðæt se brydguma æfter Godes rihte 7 æfter woroldgerysnum ærest behate 7 on **wedde** sylle ðam, ðe hire forsprecan synd, þæt he on ða wisan hire geornige, ðet he hy æfter Godes rihte healdan wille, swa wær his wif sceal; 7 aborgian his frind þæt.¹⁶⁸

¹⁶⁵ Ed. Liebermann, *Gesetze* I, 286–8. ‘And if a masspriest ever anywhere stands in false testimony or perjuring oath or knows about or is an accessory to theft, then he should be cast out of the community of the ordained and suffer loss of the companionship and friendship and every honour unless he seriously atones before God and before men as the bishop advises him, and find a surety for himself that he will henceforth desist from all such things.’ Note the similarities to the use of sureties in I Atr (see above, p. 48).

¹⁶⁶ For this, see Fischer, *Engagement, Wedding and Marriage* and above, p. 12.

¹⁶⁷ This incidentally is a strong indication that pledges played an important role in private legal interaction between individuals or families – that is legal interaction that was ‘unofficial’ and is thus largely absent from the royal law-codes.

¹⁶⁸ Wif 1 (ed. Liebermann, *Gesetze* I, 442). ‘If a man wishes to betroth a girl or a woman, and it so pleases her and her kinsman, then it is right, that the bridegroom according to God’s law and according to secular custom first promises and gives a pledge to those who are her advocates, that he desires her in such a way, that he will hold her according to God’s law as a man should maintain his wife, and his kinsmen are to stand surety for that.’

The groom first makes a verbal promise (*behatan*), which is confirmed through the giving of a pledge (*on wedde syllan*).¹⁶⁹ The expression is slightly different syntactically from the more common *sellan to wedde*, that is no direct object that is given as a pledge is mentioned. This promise is further strengthened through the use of the groom's relatives as sureties (*aborgian his frind*). The groom further gives a pledge to the lawful recipient of the *fosterlean*:

Æfter ðam is witanne, hwam ðæt fosterlean gebyrige; **weddige** se brydguma eft þæs;
& hit aborgian his frynd.¹⁷⁰

This is the only instance in the laws of which I am aware in which the phrase *sellan wedd* or *sellan to wedde* is expressed by the single verb *weddian*. If we compare it to its occurrence in clause 1, it is clear that the word is polysemous: in the first instance, it can hardly mean 'to give a pledge to', whereas in the second instance, a meaning of 'to engage' would be all but nonsensical.¹⁷¹ Clause 5 reiterates the groom's duties:

Trymme he eal mid **wedde** þæt þæt he behate; & aborgian frynd þæt.¹⁷²

Again we see the verbal promise, confirmed by a pledge and by sureties. In fact, the use of the verb *trymman* here makes this case explicit. Its use can be compared to that of *fæstnian* in the royal laws, indeed the construction *mid wedde* is the same. The tripartite structure of confirming agreements is familiar from the later laws: while both sureties and pledges occur even in the early codes, their joint application appears to be a later development which would thus tie in with Liebermann's proposed date.¹⁷³ The use of both pledges and sureties is further shown in clause 6:

Gif hy þonne ælces þinges sammæle beon, ðonne fon magas to 7 **weddian** heora
magan to wife 7 to rihtlife ðam ðe hire girnde; 7 to fo þam borge se ðe ðæs **weddes**
waldend sy.¹⁷⁴

¹⁶⁹ Liebermann here sees a definite distinction between the abstract promise and the physical pledge (*Gesetze* III, 243). Gierke, *Geschichte des deutschen Haftungsrechtes*, pp. 316–7, however, sees the verbal and the physical pledge as confirming the abstract promise.

¹⁷⁰ Wif 2, ed. Liebermann, *Gesetze* I, 442. 'After that it is to be found out to whom the 'repayment for maintenance' is due, the bridegroom is to pledge that again and his kinsmen are to stand surety for it.'

¹⁷¹ In fact, the former, less specific, meaning is more common for *weddian*, though it is used much less frequently than the periphrastic expressions discussed above.

¹⁷² Ed. Liebermann, *Gesetze* I, 442. 'He is to strengthen everything that he has promised with a pledge, and his friends are to stand surety for that.'

¹⁷³ He puts Wif between 970 and 1030 (*Gesetze* III, 243).

¹⁷⁴ Ed. Liebermann, *Gesetze* I, 442. 'If they then reach an agreement about everything, then the kinsman are to betroth and pledge their kinswoman as a wife and in lawful matrimony to him who has asked for her, and he who is the administrator of the betrothal shall receive the surety.'

Here *weddian* has the meaning ‘to engage’ again, but we find *wedd* with a rather rare meaning: the sponsor of the *wedd* receives the security (which was described above), thus the meaning here must be ‘the contract’ in general. It also seems to imply that the *borg* is an object in this case, though the phrasing is not entirely clear. In the law-codes *fon* most often means ‘to take possession of something forfeited or due by law’.¹⁷⁵ This is how it is understood by Liebermann, though the *DOE* seems to think that the ‘ruler’ of the agreement does not merely receive the surety but becomes a guarantor for it.¹⁷⁶ At any rate, it is very difficult to see how this would work if the *borg* was a surety as a person.

Thus this tract shows us how the meanings of *wedd* and its derivatives seemed to coalesce in the sphere of engagement: not only do we see the noun in its two senses of ‘physical pledge’ and ‘general agreement’, but we see a similar polysemy in the verb *weddian* ‘to engage (to)’ and ‘to pledge’. It is tempting to speculate that the noun underwent a development from the concrete to the abstract (which has been hinted at throughout the preceding discussion and will be discussed in more detail below), whereas the verb may have developed from the general to the specific. However, this may also be explained by the loss of the prefix *be-* of the verb *beweddian* ‘to engage’ which would further confirm the dating of this text to the later Anglo-Saxon period.¹⁷⁷

Having looked at pledges in a context pertaining to legislation at the level of the individual, there are further examples of pledges working on a broader level. The *Dunsæte* ordinance is a treaty between *Angelcynnes witan 7 Wealhðeode*. It is in some parts reminiscent of the Alfred-Guthrum treaty: the concerns are important on a very local level, but at the same time are shared with laws of Athelstan and Æthelred.¹⁷⁸ It contains a couple of clauses of interest for our present investigation:

Fo se syððan to ðe þæt land age 7 hæbbe him ða æscan; 7 ðæs on IX nihton gylde þæt yrfe oððe to ðam dæge **underwed** lecge, þæt sy ðæs orfes oðer healf weorð, 7 ðæs on IX nihton þæt **wed** undo mid rihtan gylde.¹⁷⁹

¹⁷⁵ *DOE*, s.v. *fon*, 11.b.

¹⁷⁶ Liebermann, *Gesetze* III, 243; *DOE* s.v. *fon*, 12.d.

¹⁷⁷ Fischer, *Engagement*, p. 30; Quirk and Wrenn, *Old English Grammar*, p. 110.

¹⁷⁸ As remarked by Liebermann, *Gesetze* III, 215–6 and Wormald, *Making*, p. 381. There has been a lot of recent interest in the *Dunsæte* ordinance, including debates over its date, though nothing has appeared in print since Wormald’s discussion.

¹⁷⁹ Dun 1,1 (ed. Liebermann, *Gesetze* I, 374). ‘He who owns the land should then take it up and have the inquiry, and within 9 nights he should pay the cattle or lay down a pledge on this day, that is one and a half times the value of the cattle, and redeem the pledge within 9 nights with the correct payment.’

The person on whose land the cattle has been tracked is responsible for its pursuit, and to that effect he is responsible to give a pledge for 1 ½ times the worth of the cattle, which he can redeem within another nine days. From a linguistic point of view, it is interesting that the verb used is *lecgan* which we have found in a Norse context before. We should also note the term *underwed*, a *hapax legomenon*. This formation is not unknown, however; analogous prefixed terms are found for example in Modern German ('Unterpfand') and Latin ('subpignus').¹⁸⁰

Clause 3 contains the term *bad*, also meaning security:

Gif bad genumen sy on mannes orfe for oðres mannes ðingum, ðonne begyte ða **bade** ham se, ðe heo fore genumen sy, oððe of his agenum ðone gehalde, ðe þæt orf age.¹⁸¹

This is the only instance in all of Old English in which *bad* occurs with the meaning 'security', and the *Dictionary of Old English* speculates that it may be a different semantic development to the homonym *bad* 'expectation'.¹⁸² Here the reference is once again to an 'enforced pledge', though this time by proxy — the onus is on the original guilty party to repay his kinsman/tribesman who the pledge or security was taken from.

This brief overview of the immediate contexts of the occurrences of 'pledges' in the vernacular Anglo-Saxon laws has been meant to highlight the general linguistic and contextual environments in which pledges occur, and to discuss the interpretations of previous scholars. The next part of this chapter will analyse the semantics of PLEDGE words (mostly *wedd*) in more depth.

Part 2: Pledges in chronicles, charters and wills

In this part, I would like to expand on some of the conclusions hinted at in the contextual investigation of pledge terms in the law-codes, obviously focussing on *wedd*. As has already been pointed out, there is a field of related terms in the Anglo-Saxon legal sphere, encompassing concepts of oaths, sureties and pledges. As the earlier discussion has shown,

¹⁸⁰ Ogris, 'Unterpfand', col. 522, seems to think that the various occurrences of the type 'sub+pledge' (in whatever language) are not distinct in meaning to other pledge-terms. Schmidt-Wiegand, 'Pfand (sprachlich)', col. 1673, seems to think that they originally referred to land holdings.

¹⁸¹ Ed. Liebermann, *Gesetze* I, 374. 'If security is taken from a man's cattle for another man's affairs, then he for whose sake it was taken should get the security to his home, or maintain it from his own possessions for him who owns the cattle [the security was taken from].'

¹⁸² s.v. *bad*¹. Holthausen also assumes the identical nature of both meanings, translating it as 'tribute, obligation, tax, pledge; expectation' and connecting to both *bædan* 'to force, demand, exact' and *bidan* 'to wait' (*Altenglisches etymologisches Wörterbuch*, s. v. *bad*).

these concepts are employed in similar environments in terms of both sense and syntax, yet they fulfil different functions. Oaths are somewhat outside the scope of this investigation: their function was assertory, in the Anglo-Saxon laws the most frequent use of oaths being the defendant's proclamation of innocence.¹⁸³ Generally speaking, a distinction is usually made between assertory and promissory oaths, yet in Old English legal language an *að* was almost always assertory.¹⁸⁴ For promises regarding future conduct, pledges or sureties had to be given. And while we have seen that *wedd* could also mean a purely verbal promise, the origin of this type of legal interaction lies clearly in the handing over of a physical object as a token of action to be taken (or indeed refrained from) in the future.¹⁸⁵ This is still expressed by the phrase *sellan X to wedde* ('give X as a pledge'). It then becomes used metonymically to refer to the whole agreement, rather than the physical transfer of an object. We have seen that sureties (*borg* and related words) come to fulfil a similar function in the later Anglo-Saxon period. In my opinion this distinction has not been sufficiently made in the relevant literature; in fact 'pledges' have for the most part been neglected in favour of a discussion of 'oaths'. This is possibly due to the fact that oaths continue to play a part in modern legal systems, whereas pledges have fallen out of use completely in the modern law of contracts. Yet from the analysis in the preceding section it seems clear that the concepts were carefully distinguished. So while *að* and *wedd* was a common word-pair, as discussed below, there was a semantic and conceptual difference between those two terms that made the word-pair productive in the first place.

To summarize again the conclusions adumbrated above: on the one hand, *wedd* is used in the laws in a similar way to *word*, *að* and *frið*, that is an abstract, non-physical promise that can be given, kept and broken; on the other, verbal agreements can be 'fastened' or confirmed by a *wedd*.¹⁸⁶ If something is given *to wedde*, it is given as a physical pledge of a promise. It is also worth pointing out that *að* and *wedd*, if used individually, appear to refer to distinct concepts: *að* seems to be one of the most important and widely employed terms in Anglo-Saxon law; it denotes the oath the accused would have to swear to proclaim their innocence, and it is used in reference to 'oath-helping' as well.¹⁸⁷ In these contexts, *wedd* is never used.

¹⁸³ See Wormald, 'Oaths'. On the use of oaths in early medieval continental Europe, see Kolmer, *Promissorische Eide*; Becher, *Eid und Herrschaft*.

¹⁸⁴ The famous exception to this is II Cn 21: *Ac we wyllað, þæt ælc man ofer XII wintre sylle þone að, þæt he nelle þeof beon ne þeofes gewita* (ed. Liebermann, *Gesetze* I, 324). 'And we wish that each man over the age of 12 should give an oath, that he will not be a thief nor a thief's accessory.' Note also, that in clause 29 of the same code, oaths are required for exculpation, that is they are once more used in an assertory way.

¹⁸⁵ See for example Lipp, 'Pfand' for an overview of the function of pledges in Germanic law.

¹⁸⁶ For the former meaning, see in particular Ine 8, IV Eg 1,5; see below for a more detailed discussion of the latter.

¹⁸⁷ For exhaustive references on this see Liebermann, *Gesetze* II, *Rechts- und Sachglossar*, s.v. *Eidshelfer*.

On the other hand, oaths are practically never given as pledges for future conduct: the almost exclusive term for this is *wedd*. However, it is in general not stipulated under which circumstances a *wedd* should be given, and thus it further stands apart from *að*; that is to say that the actual occasions on which an oath should be given are specified more clearly than those for the giving of pledges.

Thus it is interesting to note that Alfred does not discuss the technicalities of the pledges referred to in the first clause of his law-code elsewhere in the laws; there is only this general-sounding exhortation that every man should keep his oath and pledge. As we will see later, this is quite similar to some of the pronouncements of Wulfstan over a century later. This is a feature of almost all of the Anglo-Saxon law-codes: there is very little about the nitty-gritty of legal procedure.¹⁸⁸ If we start from the assumption that the giving of pledges or sureties was one of the integral concepts of early Anglo-Saxon legal interaction, as it appears to have been for example in any kind of contract or transaction, the silence is, on first sight, somewhat mystifying. However, Wormald's argument that most Anglo-Saxon legislation, in particular the earlier law-codes, was not meant to be used practically, may go part of the way towards explaining this phenomenon, at least to the extent that legislation was not meant to be comprehensive or prescriptive in all areas of law and life.¹⁸⁹ Furthermore, it is always necessary to bear in mind the influence of the Church on the promulgation of laws, an influence visible from Æthelberht's law-code onwards. This has been seen as one of the main factors of the promotion of compensation instead of immediate vengeance for injuries, although recent scholarship has shown that the concepts of feud and compensation need not have been mutually exclusive.¹⁹⁰ Yet from Wormald's magisterial argument it is clear that keeping of the peace, and more particularly the king's peace, was one of the underlying main aims of Anglo-Saxon legislation. Quotidian activities such as transactions of property between people from the lower ranks of society may not have fallen under the scope of the Anglo-Saxon law-makers. As Richard Firth Green has pointed out, the surviving law-codes do not deal with contractual forms that had been developed to meet the needs of a predominantly oral society, claiming that 'the small place occupied by contracts in the surviving legal records suggests that for the most part the system worked so smoothly that there was little reason to refer to them in writing at all'.¹⁹¹

¹⁸⁸ Korte, *Untersuchungen*, pp. 20–30; for an overview of Anglo-Saxon legal procedure heavily indebted to the German *Rechtsschule* of the 19th century, see Laughlin, 'Anglo-Saxon Legal Procedure'.

¹⁸⁹ This is still most clearly stated in his '*Lex Scripta and Verbum Regis*'.

¹⁹⁰ See for example Hyams, *Rancor and Reconciliation*, *passim*.

¹⁹¹ Green, *Crisis of Truth*, pp. 48–9. A similar argument had already been made by Korte, *Untersuchungen*, pp. 59–60, though he argues that the silence of the law-codes regarding legal interaction between individuals is due

In a way, this is borne out by the earlier Anglo-Saxon law-codes as discussed above. Very little reference is made to pledges except in reference to legal procedures – a topic the law-codes might be expected to cover, although they do not do so in a systematic manner, and in fact rather infrequently, as already stated above.¹⁹² We may here have a reaction to specific cases, something that it certainly seems reasonable to assume for the case of the pigs in Ine 49.¹⁹³ It is also worth noting that one of the clauses in which *wedd* has a more abstract meaning (Ine 13) clarifies the legal significance of swearing before a bishop, a topic that could of course only have arisen after the Christianization of the Anglo-Saxon kingdoms and may therefore be close in intention to the early Kentish law-codes.¹⁹⁴ Overall though, there was no wide-ranging attempt to regulate the giving of pledges, that is the use of a pledge was prescribed when the legal circumstances demanded it, but there was no list of situations in which a pledge was expected to be given.

Pledges in word-pairs

In order to further explain the distinction between the concepts of oaths and pledges, it will be useful to discuss word-pairs of the type *að & wedd* in Old English in general.¹⁹⁵ In poetry, their existence has long been recognized as an aspect of variation, which was so integral to Anglo-Saxon poetry.¹⁹⁶ It has however been shown that in the language of the law, and in translations, word-pairs are employed to clarify, not to vary.¹⁹⁷ Christiane Berger has discussed the variability of these formulaic word-pairs, and introduced the concept of formulaic systems (pioneered by D. K. Fry in reference to the oral formulae in Old English poetry) to the study of these phrases.¹⁹⁸ She works on the principle of a basic formulaic word-

to the fact that only very little interaction would have been necessary in a society that was still primarily rural and where conflicts were dealt with on the intrafamilial level. Such ‘private law’ as there is deals precisely with relations between families such as betrothal and the inheritance of widows. See also, *mutatis mutandis*, the remarks by Reynolds, *Fiefs and Vassals*, pp. 25–34.

¹⁹² For a continental comparison, see Wood, ‘Disputes’, pp. 10–1.

¹⁹³ See above, p. 28.

¹⁹⁴ Liebermann stresses that the occasion was still a secular court in which the bishop participated (*Gesetze* III, 70)

¹⁹⁵ For a critical overview and discussion of the scholarship on these ‘formulaic’ word-pairs, see Berger, *Altenglische Paarformeln*, pp. 1–13.

¹⁹⁶ For a brief introduction to variation in Old English poetry, see for example Godden, ‘Literary Language’, pp. 507–10.

¹⁹⁷ I will henceforth use the term ‘formulaic word-pair’ to discuss these. See Sonderegger, ‘Sprache des Rechts’, p. 208; Koskeniemi, *Repetitive Word-pairs*, p. 78. The poetic or at least oral origin of the laws had been assumed since Grimm’s *Deutsche Rechtsalterthümer*; the classic work in English on this is Dorothy Bethurum’s article ‘Stylistic Features of the Old English laws’ from 1932. Her assumptions were cited in an overview of legal prose as recently as 1986 by Daniel Calder in his chapter on ‘Legal and Scientific Prose’ in *A New Critical History of Old English Literature*, p. 108.

¹⁹⁸ See Fry, ‘Old English Formulas’; Orchard, ‘Oral Tradition’, p. 108.

pair in each of these systems or groups, the variants of which are required to be lexically synonymous and of the same part of speech (though it is possible to derive verb word-pairs from the corresponding noun pair, but as they are a different part of speech, Berger calls them ‘system-external’). Variants can be derived through permutation (that is reversing of the constituents), partial or total substitution, addition or subtraction. Berger goes on to say that these variants are in principle interchangeable (at least in the prose), as they fill the same ‘slot’ in the sentence.¹⁹⁹ Thus, unlike Fry’s system of poetic formulae, which stresses identity of form or at least metrical equivalence (and only broad semantic similarity), the formulaic word-pair systems are characterized by identity of content. Of course, postulating the possibility of ‘total substitution’ as a permissible variant of a basic formula implies a condition of generative dependency between lexically synonymous formulae, that is the synonymous formulae do not exist independently of each other, but are always understood to represent the same formulaic system. However, Berger adduces some examples from poetry which appear to confirm that this type is possible, and therefore she does not want to deny the possibility for prose.²⁰⁰

This approach can be usefully illustrated with an appropriate example. Contrary to the beliefs of early scholars, recent thinking denies that alliterative word-pairs are the oldest or most basic form of word-pairs. Grimm and those following him thought the mnemonic of alliteration was proof of oral origin and antiquity, yet recent research shows that alliterative word-pairs increase over time in written law, and may thus be deliberately artistic rather than purely functional.²⁰¹ Thus Berger assumes that the basic formula of a word-pair system is likely to be one without any mnemonic sound features such as alliteration or end rhyme.²⁰² Assuming that *að and wedd* is the basic formula of such a system, variants with the same meaning would be *word and wedd*, arrived at by partial substitution and giving the formula the additional mnemonic coherence — or stylistic emphasis — of alliteration.²⁰³ *Að and ordal* would be another variant, one which might even be supposedly older and therefore the original basic formula in this system.²⁰⁴ Permutation would give *wedd and að*, and it is this

¹⁹⁹ *Altenglische Paarformeln*, p. 38.

²⁰⁰ *Ibid.*, p. 42.

²⁰¹ *Ibid.*, pp. 3–4; Matzinger-Pfister, *Paarformel*.

²⁰² On some problems of terminology relating to alliteration, see Jeep, *Alliterating Word-Pairs*, p. 6.

²⁰³ Note that Berger understandably does not commit to any basic word-pairs, thus *word and wedd* and *að and wedd* are listed separately in her collection of examples.

²⁰⁴ On ordeals, which fall outside the present field of study, see briefly Rollason, ‘Ordeal’. Their function would have been assertory, that is similar to oaths, though the different nature of the concepts is self-evident and explains the existence of this word-pair (which is once again mostly Wulfstanian). See for example II Cn 22: *And sy ælc getrywa man, þe tihtbysig nære, & naðor ne burste ne að ne ordal, innan hundrede anfealdre lade wyrðe* (ed. Liebermann, *Gesetze* I, 324). ‘And every trustworthy man, who has not been frequently accused, and has failed neither oath nor ordeal, is to be entitled to onefold exculpation within his hundred.’

expression we find in the Anglo-Saxon Chronicle (see below). I also discuss an example of addition below. In this context, subtraction is more difficult to argue for, as I find it unconvincing to claim that a single lexeme would still stand as a representation of such a formula (although it may of course fill the same slot in the sentence). If we follow the argument for complete substitution, we might want to include such phrases as *word and weorc* in the system as well. However, I think that *word and weorc* or *word and dæd* are indicative of a more general expression of the binary of ‘words and deeds’, whereas the *að and wedd* system appears to be specifically legal.²⁰⁵

It is important to add that Berger states that the legal language was the most stable one in terms of varying these formulaic word-pairs only infrequently, poetry (obviously) and ecclesiastical texts make more use of the possibility of variation.²⁰⁶

In the Anglo-Saxon laws, word-pairs including *wedd* always use *word* or *að* as the other constituent, with one exception.²⁰⁷ First of all, it is notable that *wedd* is always the second constituent of the pair. However, as already mentioned, this does not hold outside of the laws. Previous scholarship has not come to a conclusion that explains the order of the constituents in word-pairs in all instances. It seems that stylistic and other considerations have to be taken into account in each individual case, and reversibility has been regarded as one of the characteristics of formulaicity.²⁰⁸ *Word*, by its very nature implies a primarily spoken agreement or promise, and judging from the Anglo-Saxon laws, *að* similarly refers to oral proceedings.²⁰⁹ Following the premise that law-codes are less likely to use word-pairs for the sake of mere variation, it seems a reasonable assumption that *að*, *word* and *wedd* denote different concepts. We have of course already noted the fact that *að* and *wedd* appear to be kept very distinct in the laws. Koskenniemi has postulated four main categories of semantic relation in a phraseological unit such as a formulaic word-pair: nearly-synonymous, associated by contiguity of meaning, complementary or antonymous, or enumerative (which involves a phrase of more than two constituents, examples of which will be discussed below).²¹⁰ We have already seen that the terms are unlikely to be synonymous or nearly-synonymous, and we can further exclude the third and fourth categories from the context. ‘Contiguity of meaning’ appears to be the unifying principle behind this system of legal

²⁰⁵ Koskenniemi and others have suggested that conventional word-pairs of this kind may go back to biblical parallelisms (*Repetitive Word-pairs*, p. 51); see also Bethurum, ‘Stylistic Features’, pp. 275–6.

²⁰⁶ *Altenglische Paarformeln*, p. 48.

²⁰⁷ VI As 8,9, see above, p. 40.

²⁰⁸ Berger, *Altenglische Paarformeln*, in particular pp. 9–10 and 14–30, and references given there.

²⁰⁹ Although oaths can be linked to land-holdings, see for example Ine 52 (see Wormald, ‘Oaths’, p. 338, who calls the mechanism behind the clause ‘unclear’).

²¹⁰ *Repetitive Word-pairs*, p. 90.

expressions. I would suggest that the first partner, *að* or *word*, while certainly legally binding, refers to purely verbal promises and oral utterances, whereas *wedd* denotes something more formal, maybe indeed still involving some symbolic transaction. Of course, *word and weorc* is an even more common word-pair, where the contrast between spoken words and actual deeds is even more marked, so it might be possible to draw an analogy to *word and wedd*, in that *wedd* implies something that is contrasted to the verbal agreement denoted by *word*.²¹¹

Obviously, contiguity of meaning implies that the components are sufficiently different from each other (though not antonymous) to give their pairing a meaning greater than the sum of its parts. Nevertheless, it needs to be borne in mind that there may be an element of Koskenniemi's 'complementary' category in this particular legal formula. While she is thinking mostly of word-pairs like 'day and night' (= always) or 'man and woman' (= everyone), *að and wedd* might be said to define all types of legally binding promises (assertory oath and promissory pledge).²¹² As scholars have pointed out recently, particularly in relation to medieval German legal language, precise definition or explanation of abstract concepts is the main function of word-pairs in this context.²¹³

As we have already seen, there are good indications that *wedd* is clearly distinguished from its formulaic partners *að* and *word*: thus, in V Atr 1, *word* and *wedd* are separated by *ægþer ge...ge...* which seems to imply strongly that in this context they were deliberately differentiated. Koskenniemi describes this as a more emphatic type of copulative conjunction.²¹⁴

Similarly, there is one formulaic word triplet involving *wedd* in the laws which points in the same direction. It occurs in the prologue to V Athelstan: 'ðæt is ðonne forþon ðe ða aþas 7 þa wedd 7 þa borgas synt ealle oferhafene 7 abrocene, ðe þær gesealde wæron.'²¹⁵ This example does not fit the category that Koskenniemi has termed 'enumerative', but I would rather regard it as closer to Berger's 'addition', a permissible variation within a formulaic system of word-pairs. Schmidt-Wiegand refers to examples of this type as a 'synonymous series of words' (*synonyme Wortreihe*), though she only distinguishes between tautological and antithetical word-pairs in general, a distinction that may not be sophisticated enough for Old English.²¹⁶ In fact, this example may strictly speaking lie outside the formulaic system of

²¹¹ See the discussion of V Atr 22 above, p. 52.

²¹² 'The words are no doubt contradictory in meaning but what matters more is that they are semantic components of a higher unity.' (Koskenniemi, *Repetitive Word-pairs*, p. 93).

²¹³ See in particular Sonderegger, 'Sprache des Rechts'; Berger, *Altenglische Paarformeln*, pp. 2–4 for a brief summary and further references.

²¹⁴ *Repetitive Word-pairs*, p. 76 and the discussion above.

²¹⁵ See above, p. 38 and n. 100 for a translation.

²¹⁶ 'Paarformeln', col. 1387.

the type discussed here. The repeated use of the demonstrative pronoun appears to highlight each of the individual components, putting semantic weight on each of them and thus distinguishing between the concepts. One interesting point to note here concerns the inclusion of *borg* in this instance. As we have seen, its conceptual and semantic function is quite similar to that of *wedd*. While sureties are mentioned even in the early Kentish laws, they become significantly more important in the later Anglo-Saxon period. Yet it is interesting that there is no formulaic word-pair formed on *borg*, nor is it used as a substitute in another formulaic system.²¹⁷

Hans Würdinger has argued that this word-pair system clearly shows Christian influence, in that only through the influence of the church did the oath or the word become legally binding, where before the ritual of the giving of a pledge was required.²¹⁸ This would be a development alongside and analogous to the generalization of the meaning of *wedd*, in that, according to Würdinger, only this extension of meaning would allow such a word-pair to be formed. But as the preceding analysis has shown, this need not be the case: it is precisely the contrast that still exists between *að* and *wedd* that allows the word-pair to be productive. And as we will see below, the ‘confirming’ nature of a *wedd* (whatever it may actually have been in each individual circumstance) is evident throughout the Anglo-Saxon period, a fact that Würdinger has trouble explaining away in his argument.²¹⁹

As briefly mentioned above, this example from V As with its specified referents is in contrast to other instances where *að* and *wedd* appear in close collocation. Af 1 and II Ew 5 employ the possessive pronoun *his*.

Æt ærestan we lærað, þæt mæst ðearf is, þæt æghwælc mon his **að** & his **wed** wærlice healde.

Gif hwa ðis oferhebbe & his **að** & his **wed** brece, ðe eal ðeod geseald hæfð, bete swa domboc tæce.²²⁰

In these cases *his* refers to *æghwælc mon* (Af 1) or simply *hwa* (II Ew 5) respectively. Thus the reference is not distinguishing, that is referring to specific oaths or pledges, as argued for

²¹⁷ Mary Richards, ‘The *Dictionary of Old English*’, pp. 59–60, points to *borg* as being not very precise in its usage, and mentions the lack of compounds formed on it. See also Pons-Sanz, *Norse-Derived Vocabulary*, p. 166, who notes the differences between *wedd* and *borg*.

²¹⁸ ‘Einwirkungen des Christentums’, in particular pp. 106–24.

²¹⁹ *Ibid.*, p. 120.

²²⁰ See above, p. 30, n. 65 and p. 36, n. 92 for translations.

the example above. Indeed, this reference to a general ‘oath and pledge’ lends weight to the argument about word-pairs made so far, in that the reference is to legal agreements in general, expressed through the complementary metonymy of *að and wedd*. At the same time, the repeated use of the possessive pronoun establishes that they were different concepts in principle. The Wulfstanian couplet discussed earlier leaves out the articles completely, generalising *að and wedd* even further.²²¹ The same goes for *word and wedd*, as used in V Atr 5. In these instances, the word-pair could possibly be described as a formula (as Liebermann did for Af 1), employed to designate the whole of a man’s legal duties, but devoid of a specific referent.

This appears to show that the varying uses of the collocation of *að and wedd* represent different stages of a semantic development. The concepts are clearly distinguished, both in their individual uses and in some instances when they appear close to each other, yet it is also clear that they were used as a formulaic word-pair, describing a more abstract concept. This development into a formula may have led to a kind of semantic bleaching. Koskeniemi has stated that ‘in repeated use [of word-pairs], some of the original emphasis will eventually be lost, and the individual semantic values of the two members tend to become obscured and merge into one overall meaning.’²²² This may be what is happening to the word-pair *að and wedd*. Of course, the size of the corpus of collocations is so small that it is difficult to draw definite conclusions about this development from the few occurrences in the law-codes. Yet we have already seen that meanings from different stages of a semantic development could co-exist. From the absence of any word-pairs that include *borg*, I would argue that *að and wedd* was a long-established collocation, so much that it did become almost a standard formula to describe a certain type of legal interaction. Thus there was no niche in the formulaic system for *borg*, whose prominence in legal usage appears to be late anyway.

In summary, I would suggest that there exists, in the legal prose so far surveyed, a formulaic system that represents a complementary pairing of verbal promises and some further reinforcing action. *Word and weorc* is the most common expression for the basic pairing of ‘words and deeds’ in general prose, but we should probably set beside it a legal formulaic system of the type *að and wedd*. Variants of this type are *að and ordal* and *word and wedd*. As has been pointed out several times, the distinction is between oral promises and more substantial pledges or acts.

²²¹ See above, p. 52.

²²² *Repetitive Word-pairs*, p. 23.

Confirmation through pledges

I now want to turn to other uses of *wedd*, namely expressions employed to refer to the confirmation of agreements. This has been discussed in relation to the regulations of the London guild, IV Eg and V Atr 1 (where it is used in a similar context, but linked with *word*).²²³ We find that in the various versions of the Anglo-Saxon Chronicle, *wedd* is used in a similar way: in all but one of the instances where *wedd* occurs in the Anglo-Saxon Chronicle, it is in collocation with *að* — in the single exception, it stands together with *word*. It is also always used to express that an agreement was being fastened (*gefæstnod*) by these oaths and pledges. Given that we have encountered this expression in the law-codes, it might be possible to call this a sort of ‘legal formula’.²²⁴ Of course, the use of *fæstnian* in some way implies a strengthening of something that had been discussed previously. In the example from IV Eg mentioned above, this is made explicit. However, there is a slight difference here to the use of oaths and pledges in the law-codes: in the Anglo-Saxon Chronicle, *að* and *wedd* are employed in parallel constructions, though still distinguished from one another. Thus agreements are ratified or made legally binding through *both* oaths and pledges, where in the law-codes only pledges are used for this purpose. Nevertheless, the distinction made above in reference to the laws may yet hold, as we do not know in detail what either the oaths or the pledges consisted of in detail. That is to say, while the functions of oaths and pledges cannot be distinguished as clearly as they are in the law-codes, they would probably still have differed at the level of execution.

Examples are:

Her heo begeat on hire geweald mid Godes fultume on foreweardne gear gesybsumlice þa burh æt Ligraceastre, & se mæsta dæl þæs herges þe ðærto hirde wearð underþeoded; & hæfdon eac Eforwicingas hire gehaten, & sume on **wedde** geseald, sume mid **apum** gefæstnod, þæt hi on hyre rædenne beon woldon.²²⁵

²²³ See above, p. 39, p. 45 and pp. 50–1.

²²⁴ This has been hinted at by Cecily Clark, who noted that the ‘Later Alfredian Annals’ use more alliteration than earlier entries in the Anglo-Saxon Chronicle, and that in some cases this ‘may...perhaps echo a legal formula’ (‘The Narrative Mode of *The Anglo-Saxon Chronicle*’, p. 13).

²²⁵ ASC 918 CD (*ASC MS C*, ed. O’Brien O’Keeffe, *MS C*, p. 76; *ASC MS D*, ed. Cubbin, p. 40). ‘Here in the early part of the year with God’s help she peacefully got the stronghold at Leicester into her control, and the greatest part of the army that belonged to it were subject, and also the people of York had promised her, and some had given a pledge, some confirmed it with oaths that they would be under her rule.’

& ealle þa cyngas þe on þyssum iglande wæron he gewylde, ærest Huwal Westwala cyning, & Cosstantin Scotta cyning, & Uwen Wenta cyning, & Ealdred Ealdulfing from Bebbanbyrig, & mid **wedde** & mid **apum** fryþ gefæstnodon on þære stowe þe genemned is æt Eamotum on IIII idus Iulii, & ælc deofolgeld tocwædon, & syþþam mid sibbe tocyrdon.²²⁶

It is furthermore interesting to see that in the annal entry for 1016, MS D replaces *hira freondscype þær gefæstnodon* of 1016C with *wurdon feolagan and wedbroðra*. *Wedbroðor* has sometimes been assumed to be a possibly Norse-derived term,²²⁷ but at any rate it has been hypothesized that this expression preserves the actual terms used by Edmund and Cnut respectively for their agreement at Deerhurst:

Ða gerædde Eadric ealdorman & ða witan þe ðar wæron þæt þa cyngas seht naman him betwynan, & hi gislas him betwynan sealdon, & þa cyngas comon togædere æt Olanege & hira freondscype þær gefæstnodon ge mid **wedde** ge mid **ape** & þæt gyld setton wið þone here.²²⁸

Ða gerædde Eadric ealdorman & þa witan þe þær gegaderade wæron þæt þa cyningas heom betweenan seht geworhtan, & coman begen þa cyningas togædre æt Olanige wið Deorhyrste, & wurdon feolagan & wedbroðra, & þæt gefæstnadan ægðer mid **wedde** & eac mid **aðan**, & þæt gyld gesettan wið þone here, & hi seoððan tohwurfon.²²⁹

The faithful transmission may not be surprising given the importance of the treaty, even if one accepts the association of this revised entry with compilation at Worcester in the second half

²²⁶ ASC 926 D (*ASC MS D*, ed. Cubbin, p. 41). ‘And he ruled all the kings that were in this island, first Hywel, king of the West Welsh, and Constantine king of the Scots, and Owain, king of Gwent, and Ealdred, the son of Ealdulf from Bamburgh, and they confirmed peace with pledges and with oaths at that place which is called Eamotum [River’s Meeting] on July 12, and they prohibited all devil-worship and then they parted in peace.’ While this is not in MS C (which otherwise shares the Mercian Register with D), Cubbin speculates that the annals for 925 and 926 may still originally have been part of the Mercian Register although there are other possible sources for the text: *MS D*, p. xxxi.

²²⁷ But see Townend, *Language and History*, p. 7, n. 4.

²²⁸ ASC 1016 C (*ASC MS C*, ed. O’Brien O’Keeffe, p. 103). ‘Then Ealdorman Eadric and the witan that were there counselled that the kings should take peace between them, and they gave hostages among each other and the kings came together at Ola’s island and there they confirmed their friendship both with pledges and with oaths and they set the payment for the army.’

²²⁹ ASC 1016 D, (*ASC MS D*, ed. Cubbin, p. 62). ‘Then Ealdorman Eadric and the witan that were gathered there counselled that the kings should work out peace between them, and both the kings came together at Ola’s Island near Deerhurst and become ‘fellows’ and ‘pledge-brothers’, and they confirmed that both with pledges and also with oaths, and they set the payment for the army and they parted.’

of the eleventh century.²³⁰ More importantly, however, we would have a very clear example of legal terminology being taken over verbatim in the *Anglo-Saxon Chronicle*. Given that all instances in ASC in which this expression is used refer to similar agreements, it seems reasonable to assume that the ASC transmits the official terms of these treaties. In fact, several of the instances in ASC are derived from what is known as the Mercian Register (918 and 926), the others from the so-called ‘Chronicle of Æthelred and Cnut’ (1014 and 1016), so they occur in parts of the Chronicle that appear to have a local interest and might therefore reflect the actual terms of the agreements as they had been recorded.²³¹

These instances thus seem to support the argument that in these treaties on an international level, pledges were used for formal ratification, preserving something of their older ritualistic function. This is to a certain extent also evident in the little evidence we have from wills and charters, though these are the only documents that deal with agreements between individuals on a personal level, rather than in a court setting.

We have already had occasion to discuss the Fonthill Letter, in reference to a general oath of loyalty that may or may not have been sworn directly to the king. However, it also includes a reference made by Ordlaf to a previous agreement he had made with Helmstan:

Ða cwæð ic ðæt ic him wolde fylstan to ryhte, & næfre to nanan wo, on þa gerada ðe he his me uðe; 7 he me ðæt on **wedde** gesealde.²³²

The syntax here is somewhat different, but the meaning is plainly the same: ‘he gave me a pledge for that’. We will find this expression in other charters and wills, instead of *sellan X to wedde*.

Alan Kennedy and Simon Keynes have drawn attention to the possible underhand machinations behind this passage, that is they think it likely that Ordlaf is putting a positive spin on his taking of a bribe from Helmstan.²³³ Such considerations can be kept aside for the present purpose: the important fact is that Ordlaf is throughout the letter painstakingly attempting to prove his right to the land in question. Therefore he is highlighting the legality of his transaction with Helmstan and emphasising the formal nature of the proceedings. As we

²³⁰ See further Pons-Sanz, ‘Anglo-Saxon Chronicle’; Cubbin, *MS D*, p. lxxviii, following Plummer, *Two Saxon Chronicles*, ii.cxx.

²³¹ Keynes has stressed the accuracy of the entries in the ‘Chronicle of Æthelred and Cnut’ (‘Declining Reputation’, p. 233); and similar statements have been made about the Mercian Register (for example Wainwright, ‘Chronology’). This might support the hypothesis that the chronicler(s) may have been working from sources that preserved the actual wording of the original treaty.

²³² Ed. Keynes, ‘The Fonthill Letter’, p. 75. ‘Then I said that I would help him to justice, and never to any crime, on the understanding that he promised me this, and he gave me a pledge to that effect.’

²³³ Kennedy, ‘Law and Litigation’, p. 163, n.126; Keynes, ‘Fonthill Letter’, p. 75.

would expect, the pledge is for something that will happen in the future: once Ordlaf has supported Helmstan in his court case, Helmstan will cede the land to Ordlaf under the terms of their *quid pro quo* arrangement and he gives him a pledge to that effect.

We find similar expressions in other charters. A case very much akin to the Fonthill Letter is found in a list of sureties for Peterborough:

Pet is Frena & Osferð Fryðegystes sune & Adeluold his broðor & Sumerlyda preost
& Osulf Hudemannes sune.

& on his **wedde** gesealde þet land æt Wermingtune æfter his dæg into Sancta Petre for
his saule on hyra gewytnesse.²³⁴

Again, the terms of the document set out an agreement on something to be done in the future. The syntax is once more noteworthy here: the issuer of the charter gives the land *on wedde* ('on his pledge') for his soul. Thus this is different from the giving of pledges as it relates to legal procedure in the law-codes: it is a pledge *for* something, rather than a symbol *of* something — yet the promissory nature of the pledge is once again what is important here. There are a number of further instances that seem to indicate that it was common procedure to make agreements relating to the ordering of affairs after the death of one of the parties involved. Thus the will of Æthelmær states:

And ic gean syððan minum wife ealles ðæs ðe ic gean ge on lande ge on æhtum to
þam forewordun þe wit mid **wedde** unc betweenan gefæstnodon.²³⁵

This case is pretty straightforward: once again, a pledge is employed to strengthen a previous agreement. In the plural form, *foreword* is usually taken to refer to the terms or provisions of an agreement.²³⁶ Thus it would be a variation on the *ræd* ('counsel' or 'agreement') that was confirmed with pledges. Dorothy Whitelock speculates that it might have been an agreement of the kind referred to in *Be Wifmannes Beweddunge*.²³⁷

A similar type of agreement can be found in the will of Wulfgeat (dated to c. 1000):

²³⁴ S 1448a (BCS 1130). '...that is Frena and Osferð the son of Friðegist and his brother Æthelwold and Sumerlyda the priest and Oswulf the son of Hudema and with their witnessing he gave the land at Wormington on his pledge to Saint Peter after his death for the sake of his soul.'

²³⁵ S 1498, (*Charters of the New Minster*, ed. Miller, no. 25). 'And I leave to my wife all that I leave both in terms of land and in terms of possessions according to the agreement that we have confirmed with pledges between us.'

²³⁶ Cf. *DOE*, s.v. *foreword* a.

²³⁷ *Wills*, p. 128. The legal text actually uses the term to describe an assurance for the kinsmen of the bride that no harm will come to her if she is taken into the territory of another lord (Wif 7).

...& Wulfgyfe minre dohter þæt land æt Dunnintune swa hit stont & æt þornbyrig þæt land þe wæs mid hire moder golde geboht æt Leofnoðe & Wulfgyfe suna mire dohter þæt land æt Ingewyrðe & Wilflede minre dohter þa oðre hide æt Tærdebiggan & Ælfilde mire magan þa hide beneoþan wuda eallswa wit on **wedd** gesealdon.²³⁸

Again, the reference here is to an agreement between individuals concerning the future arrangements of Wulfgeat's property. It seems that the expression *sellan on wedd(e)* is used for the giving of pledges that are not a symbol *of* something, that is used with a dative object (such as *friðe to wedde*), but are rather describing that an agreement has taken place (that is pledges have been given).²³⁹ The elaboration of the purpose of the agreement is not as syntactically fixed as the expressions we have found in the law-codes. In this example, the terms of the agreement are set out in a coordinate clause ('just as we had given pledges [for]').

One of the most interesting documents in this respect is in fact the will of King Alfred. We have discussed the general nature of pledge-giving as it was depicted in his law-code but this did not involve description of how this would have worked when applied to actual cases. In Alfred's will, pledge-giving is described in a variety of ways, making it an important document for the present purpose. In the first instance, he refers to an agreement he made with his brother Æthelred, making provision for their respective children:²⁴⁰

...& þæs uncer ægðer oþrum his **wedd** sealde, swaðer uncer leng lifede, þæt se fenge ægþer ge to lande ge to madmum & to eallum his æhtum butan þam dæle þe uncer gehwæðer his bearnum becwæð.²⁴¹

This is similar to other agreements we have seen between individuals (for example the will of Æthelmær discussed above). In the second instance, it is Alfred giving a pledge to the *witan* at a meeting, again in a reversal of roles from what we have come to expect, but the technical

²³⁸ S 1534 (BCS 1317). '...and to my daughter Wulfgifu the land at Dunnintun as it stands and at Thornbury the land that was bought with her mother's gold from Leofnoth, to the son of my daughter Wulfgifu the land at Ingeworth and to my daughter Wilflaed the other hide at Terdebigge and to Aelfhild my kinswoman the hide beneath the wood just as we had given pledges for.'

²³⁹ I take the absence of the dative ending -e on *wedd* in this case as simply indicative of the late stage of the language of the document.

²⁴⁰ See Keynes and Lapidge, *Alfred the Great*, p. 315, n. 10.

²⁴¹ S 1507 (*Charters of the New Minster*, ed. Miller, no. 1). 'And each of us gave his pledge to the other, whoever lived longer of the two of us, that he would succeed both to the land and to the treasure and to all his [that is the other's] possessions except what each of us bequeaths to his children.'

and linguistic aspect remains the same (although Alfred uses *beodan* rather than the common *sellan*):

Ʒa hit aræd wæs, þa bæd ic hy ealle for minre lufan, & him min **wedd** bead þæt ic hyra næfre nænne ne oncude forþon þe hy on riht spræcon, & þæt hyra nan ne wandode ne for minan lufan ne for minum ege þæt hy þæt folcriht arehton, þy læs ænig man cweðe þæt ic mine mægchild oððe ylðran oððe gingran mid wo forðemde.²⁴²

As we have seen, pledges by the king are not unknown in Anglo-Saxon England, though this instance seems to refer to a less formal occasion than a coronation (where a king's pledge is mentioned in the *Promissio Regis*). It may serve to highlight Alfred's eagerness to encourage his followers to speak honestly and truthfully by offering them a legally binding promise that they would not be punished.

In the third instance, it is the witan who are giving the pledge to Alfred, agreeing to honour the terms of Æthelwulf's will:

& hi ealle me þæs hyra **wedd** sealdon & hyra handsetene þæt be hyra life hit nænig mann næfre ne onwende on nane oðre wisan butan swa swa ic hit sylf gecweðe æt þam nyhstan dæge.²⁴³

However, it is interesting that the pledge is here combined with a *handseten*. As Keynes and Lapidge point out, this word normally applies to the act of witnessing a written document (such as touching the cross beside the witness's name). As it is unclear in this case whether an actual written document is referred to, they speculate that in this case 'perhaps some simple gesture associated with making the pledge is meant.'²⁴⁴ This is the only time that *handseten* occurs in collocation with *wedd* or any other terms in the field that we have encountered so far. However, in a couple of instances it seems to be in fact used in a similar way. If we return once more to the Fonthill letter, the author recounts how & *Helmstan ðis eal on ðon aðe*

²⁴² Ed. *ibid.* 'When it had been read, then I asked all for love of me, and I offered them my pledge that I would never bear a grudge against any of them because they spoke right, that none of them would hesitate either for love of me nor for fear of me that they proclaimed the common law, lest any man should say that I wronged my young kin, whether older or younger.' Nelson, "King Across the Sea", pp. 54–5, speculates that the dispute this agreement refers to is the one involving Wulfhere mentioned in S 362 (see above, p. 32).

²⁴³ S 1507 (*Charters of the New Minster*, ed. Miller, no. 1). 'And they all gave me their pledge and their hand-signing that during their life no man should ever change it in any way except as I myself may decree it on the last day.'

²⁴⁴ Keynes and Lapidge, *Alfred the Great*, p. 315, n. 16.

*befeng & ælfred cing ða Osulfe his hondsetene sealde, ða he ðæt lond æt æðeldryðe bohte.*²⁴⁵

The difference here is that what is meant is not so much a promise as a confirming gesture. Indeed, in his commentary on the Fonthill letter, Keynes translates the word as ‘signature’.²⁴⁶ As the most common occurrence of the word is in charter subscriptions, this seems to be the most promising translation. However, it is slightly unusual in the sense that it seems to be an additional confirming gesture associated with the making of the pledge: as argued earlier, it was normally the giving of a *wedd* that served to confirm a previous agreement. However, they may just have been parallel actions without one necessarily confirming the other.

The difficulty of establishing exactly how the process of pledge-giving would have worked and what was covered by it is further borne out by a late tenth-century charter concerning a land-dispute in Kent:

Ongan ða syððan Byrhtic ðare wydeþan mæg & heo to ðam genedde þæt hy brucan ðara landa on reaflice, gesohtan ða ðane ealdorman Eadwine & þæt folc ðe wæs Godes anspreca & geneddan ðane biscop be ealre his are agiftes ðara boca. Ne moste he beon þara ðreora nanes wyrðe ðe eallum leodscipe geseald wæs on **wedde**, tale ne teames ne ahnunga.²⁴⁷

The author here laments the fact that the bishop of Rochester was denied the right to recover land that he had lost in disturbances after the death of Edgar by any of the means that had been promised by pledge to the whole people for just such a case.²⁴⁸ The reference is not to any surviving document, but the direction of the promise is curious. As we have seen before, agreements characterized by the giving of a pledge were given *by*, not *to* the people (with the possible exception of the king’s promise in the coronation *ordo*). It seems reasonable to assume that some kind of official agreement, presumably confirmed through pledges, underlies this reference.

²⁴⁵ Ed. Keynes, ‘Fonthill Letter’, p. 70. ‘And Helmstan included all this in the oath and King Alfred had given Oswulf his handsigning when he bought that land from Aetheltryth...’

²⁴⁶ ‘Fonthill Letter’, p. 70. See also *ibid.*, p. 71 and n. 78.

²⁴⁷ S 1457 (*Charters of Rochester*, ed. Campbell, no. 36). ‘Then Byrhtic, the widow’s kinsman, took action and compelled her [to agree] that they should take violent possession of the land. Then they sought out the ealdorman Eadwine and the people who were God’s adversaries and they compelled the bishop to give up the title-deed on pain of losing all his possessions. He was not allowed to use those three methods [of proof] that had been given to all the people by pledge, through a statement of his claim or vouching to warranty or declaration of his ownership.’

²⁴⁸ See Kennedy, ‘Law and Litigation’, p. 167.

In the examples from Alfred's will and in the will of Æthelmær, the aim of the pledge is expressed by a subordinate clause (for example 'they gave pledges that they would...').²⁴⁹ In the remaining examples from 'private' legal documents, the thing given as a pledge is in the accusative, however the purpose is expressed by the dative (*for his sawle*). Thus there appears to be a syntactic difference between giving something *to wedde* and *on wedde*: the former emphasizes the object of the pledge; the latter stresses the formal nature of the agreement. Of course, the fact that it is a legally binding agreement and, obviously, the purpose of the agreement are important in all cases. Yet in the examples from the wills and charters, the giving of the pledge is syntactically removed from the object of the pledge, and thus the action, rather than the physical object involved, is highlighted. This makes sense in documents of this kind, as not only do the terms of the agreement (for example the disposal of property) need to be clearly defined, but the fact that formal procedure was followed was equally important, both to support and prevent any claims by the parties involved (or even outside the original agreement). The most careful example of this is the Fonthill letter, as has been discussed above.

The investigation of charters and wills has also shown the kind of agreement that would have been referred to by, among others, the programmatic first clause of Alfred's law-code. It was those pledges, made by and between individuals, whether noble or not, that every man was supposed to keep (along with his oaths). Of course, those few examples that survive in written records are recording agreements between members of the upper echelons of society. Thus it is difficult to argue — due to the absence of evidence — but surely not too difficult to imagine that similar agreements may have been made in the lower ranks as well. Needless to say, they would not have involved land and therefore did not feature on the radar of the writers of law-codes, nor did they need to be set down in writing. Nevertheless, agreements of this kind must have gone on, though we can do little more than speculate about what would have made them 'binding'. Recent work on ritual, particularly in pre-literate societies,²⁵⁰ has provided us with some useful models, but obviously it is difficult to establish precisely how this would have worked and to what extent, if at all, this is still reflected in the language of the written sources. It was mentioned in the introduction to this chapter that the general (and venerable) consensus in terms of the language is that *wedd* originally referred to the physical object handed over as a pledge and extended its meaning to come to denote the agreement in general. As I have tried to show throughout this chapter, however, *wedd* still seems to retain a sort of ritual-based nature. This is based in particular on its collocation with

²⁴⁹ See above, pp. 69–71.

²⁵⁰ Turner, *Forest of Symbols*; Bourdieu, *Logic of Practice*; Rappaport, *Ritual and Religion*.

fæstnian, that is it was used to confirm agreements that had been made previously. It is a somewhat moot argument trying to establish to what extent these previous agreements on the one hand and the pledges on the other were formalized through speech or gestures. Nevertheless, it is this connection with and occasional opposition to what I propose are mostly, if not purely, verbal agreements that defines the use of pledges throughout Old English legal prose. This has been explained in detail in the preceding discussion, in particular in the analysis of word-pairs. It is also the same principle that underlies the use of *wedd* in wills and charters: the terms of the agreement are mentioned in necessary detail (such as who receives what after the death of the testator), but the mutuality of these terms and their legally binding nature are emphasized by the fact that they were agreed on through the giving of pledges. Kathryn Lowe has pointed out that some wills seem to record terms of a previous agreement fully but that the arrangements may in fact be more complex than we can see in the will.²⁵¹ This is obviously quite possible, but the main point is that the way in which agreements are recorded in wills is by reference to pledges.

Of course, this also incorporates the other main function of pledges, namely their proleptic nature: as has been stressed throughout this investigation, they are, unlike oaths, promises of future behaviour (to undergo legal procedure, to keep the peace, to obey the laws, to dispose of land as previously agreed etc). This puts them to a certain extent in contrast to oaths, but serves to establish the complementary metonymy of the phrase *að 7 wedd*. This important difference between oaths and pledges has been the outcome of an analysis of the word field of (SWORN) AGREEMENTS in the law-codes, showing once again the validity and importance of this methodology.

The other aspect that needs to be stressed and which may also be partly responsible for the comparative popularity of the doublet *að and wedd* is the absence of a single word denoting an agreement in the abstract sense. As argued above, the primary meaning of this word-pair is ‘all legal agreements’. This is partly a stylistic choice, but partly born out of necessity. As will be discussed in the following chapters, such a word did exist in *wær*, and was used in early glosses and in poetry in this sense. Due to the limitations of the corpus, it is difficult to argue this based mainly on absence of evidence, but it seems that there was no single linguistic or stylistic concept for ‘agreement’ in technical legal use. We have come across terms such as *foreword* but, as we have seen, these did not incorporate a sense of a legally binding agreement. This semantic niche may also have partly contributed to the

²⁵¹ Lowe, ‘The Nature and Effect’, p. 33.

broadening in the meaning of *wedd*. However, this development may also have been influenced by the use of the word in the register of religious prose.

CHAPTER 3: PLEDGES AND COVENANTS IN RELIGIOUS PROSE

In this chapter I wish to focus on how the legal concepts of pledges and sureties were used by Anglo-Saxon authors of non-legal, mainly religious, prose. An additional issue, apart from those usually associated with context analysis, arises in relation to these texts. A large proportion of these writings are translated or paraphrased from Latin originals, which needs to be borne in mind when undertaking a semantic investigation. In the nature of things, this is true in particular for the expression of Christian concepts that would have been culturally alien to the language of a newly converted people.¹ For the present study, this is relevant for the way Anglo-Saxon ecclesiastical writers expressed the concept of ‘covenants’ for which they took recourse to the legal term *wedd*.

As has already been hinted at in Chapter 1, one of the approaches taken by lexicologists to investigate and indeed define word fields has been to use translations of Latin source material as a starting point.² Of course, this raises a number of issues associated with translation in general and translation from Latin to Old English in particular.³ For the most part, scholarship has focussed on source criticism, that is finding the exact Latin source for Old English texts. This trend found its culmination in the extremely valuable *Fontes Anglo-Saxonici* database.⁴ Recently, attention has also turned to glosses and glossaries as the most ‘basic’ form of translation literature.⁵ A lot of the issues involved here have been dealt with by Helmut Gneuss in his seminal work on loan words in Old English.⁶ While discussions of language contact and its effect on language change are very much prominent in the field of linguistics, the same issues referred to in general terms in my introductory chapter apply in this context as well:⁷ as we only have the evidence of written sources, it is extremely difficult to establish anything more than a descriptive framework to analyse the influence of Latin on Old English. Gneuss’s work still remains the standard in the field.

¹ This is ultimately true of Latin, too, of course, but by the time of the Anglo-Saxon conversion that language had already undergone several centuries of adaptation to the ‘new’ religion. For a discussion of this issue in relation to Old English, see Kastovsky, ‘Semantics’, pp. 305–9; Gneuss, *Lehnbildungen und Lehnbedeutungen*.

² See in particular Schabram, *Superbia*, for a comprehensive example of this approach.

³ There is a lot of recent scholarship on Old English translations, in particular those of Alfred’s court circle, even when leaving aside the recent controversy about Alfredian authorship (on which see Godden, ‘Did King Alfred Write Anything?’, *idem*, ‘The Alfredian Project’). See in particular Discenza, *The King’s English*; also Pratt, *The Political Thought*. A very useful survey that situates Old English translation in a cultural-historical background is Stanton, *Culture of Translation*.

⁴ Fontes Anglo-Saxonici Project, ed., *Fontes Anglo-Saxonici: World Wide Web Register*, <http://fontes.english.ox.ac.uk/>, accessed October 2010

⁵ For introductions to this see in particular Derolez, ‘Anglo-Saxon Glossography’; Gretsche, ‘Glosses’; Lendinara, ‘Anglo-Saxon Glosses’.

⁶ *Lehnbildungen und Lehnbedeutungen*. For a more recent and up-to-date summary of the state of research on loan words in Old English see Gneuss, ‘*Anglicae linguae interpretatio*’.

⁷ See Matras, *Language Contact*; or for a briefer overview of the subject Thomason, ‘Contact as a Source’.

In this chapter, I will take glosses as my starting point, to attempt to match up *wedd* and other relevant Old English terms with their Latin equivalents. In a way, glosses are very restricted in their contextual usage, but comparison with Latin terms should give us an idea of what the Anglo-Saxon glossators took the respective words to mean. Of course, as has already been stated, the obvious issue in any discussion of Old English translations and loan words is the influence of the new religion of Christianity, the alien concepts of which would have required signification in the language of the recently converted Anglo-Saxons. Bearing this in mind, I will go on to discuss less ‘fixed’ translations, in the sense that interlinear glosses often make little (though by no means no) concession to the syntax of the target language, focussing on translation at the level of the individual word (but frequently taking into account morphological factors).⁸ The translations of the Old English bible naturally attempt to stay close to the meaning of its model, but unlike word-for-word glosses they allow for adjustment to the syntax of Old English. Given the important role played by pledges and covenants in the Old Testament in particular, this will further aid in the investigation of the word field. I will then move on to discuss the occurrences of pledge-words in Old English homilies. Again it will be necessary to keep an eye on the sources of each text, and the literalness of the translation (if such it be) in question. However, as we will see, Anglo-Saxon authors were quite capable of sophisticated adaptation of their sources.

The other important aspect of this is that some of the glosses stem from a very early part of the Anglo-Saxon literary era, and may thus give us a glimpse of the meaning of words as it would have been perceived at this stage. As teaching aids, glosses would have had an important role to play throughout the Old English period for the learning of Latin, but this would be particularly true of the time shortly after the introduction of Christianity.

Wedd in glosses and translations

To return to the main focus of the present investigation, *wedd* is used to gloss the Latin terms *foedus*, *pactum*, *arr(h)a* and *pignus*. It does so with consistency, in that these are the only words it glosses. For the latter two, words formed on *wedd* are the only terms used for glosses (though admittedly they are rare in the corpus). There is some more variation for *foedus* and *pactum*, in particular *wedd* is used interchangeably with *wær*. This in itself is noteworthy after the investigation of the word field in the legal sphere, as *wær* was never used

⁸ See Stanton, *Culture of Translation*, pp. 45–7.

in any context relevant to the word field. I will speculate on the possible reasons for this later on in this chapter.

Psalter glosses in Old English have mostly been studied to establish their relations to each other. While scholars disagree in details, it has become broadly accepted that there are two dominant strands of tradition in the transmission of psalter glosses, the A-type family and the D-type family. These names are derived from the earliest and best exemplars representing the respective traditions (that is the Vespasian psalter for A and the Regius psalter for D). The Lambeth psalter, whose glossing is fresh and innovative, does not follow either of these traditions strictly, nor does it beget its own family, so it can be said to stand slightly apart. The relationship between the different psalter glosses is too extensive and complicated to be discussed here.⁹ Even though *wedd* in fact occurs only in one passage throughout the various psalter versions, the gloss to Psalm LXXVII, a comparison of the choices the respective glossators make to translate the term will be instructive, as they are indicative of the issues Old English translators of Latin Christian texts had to contend with. Thus the Arundel Psalter's version has:

& hig acirdon hig & na begimdon **wedd** swa <on> þam gemete fæderas heora gecirrede synd on bogan þweorne *Et auerterunt se et non seruauerunt pactum quem admodum patres eorum conuersi sunt in arcum prauum.*¹⁰

The Stowe and Salisbury psalters, as other members of the D-type family of glosses, exhibit the same reading.

Compare this to the same passage in the Lambeth psalter:

& hig awændan hig & ne heoldon **wedd** ealswa heora fæderas hig gehwurfon on þweorum bogan *Et auerterunt se et non seruauerunt pactum quemadmodum patres eorum conuersi sunt in arcum prauum.*¹¹

The lexical variations in glosses are numerous, but for the present purpose my main interest is in the difference between the verbs used with *wedd*. *Healdan*, as used in Lambeth, is a very

⁹ There is a large amount of scholarship on this (with occasionally differing opinions): see for example Berghaus, *Verwandtschaftsverhältnisse*; Sisam and Sisam, *The Salisbury Psalter*, pp. 39–47; Gretsche, *Intellectual Foundations*, pp. 26–7; Kitson, 'Topography, Dialect and the Relation' I + II; Pulsiano, 'The Old English Gloss'.

¹⁰ Ed. Oess, *Arundel-Psalter*, p. 136. '...and they turned away and did not care for the pledge just like their fathers turned away with a bow.'

¹¹ Ed. Lindelöf, *Lambeth-Psalter*, p. 126.

common term referring to the keeping of pledges. Yet *begyman* is a verb we have not yet encountered in collocation with *wedd*. This is an issue of translation: the original Latin version read *obseruauerunt*. This is the appropriate Latin for ‘observing’ or ‘keeping’ an agreement, yet this metaphorical extension does not apply to the Old English equivalent. The primary sense of *begyman* is ‘to give heed, pay attention’.¹² However, this is to be taken in the concrete, physical sense of ‘perceiving’ something; in glossing it is frequently used synonymously with *behealdan*.¹³ It also glosses Latin *attendere* and *intendere*, in the sense of to ‘turn one’s attention to’. As evidenced by the Latin verb itself, the metaphorical extension from the sense of ‘physical perception’ would certainly have been possible, but since this sense is very rare in the corpus of Old English literature, it seems reasonable to assume that the glossator(s) in this family of glosses were not entirely certain about the nuance of meaning expressed by *obseruauerunt*.¹⁴

Seruare would probably have been the more common Latin word in collocation with *pactum*. However, if the Latin original read *seruauerunt*, the use of *begyman* shows more strain in the correspondence of the terms. It may be due to the fact that later compilers may have copied glosses almost unthinkingly (see below for an example of this).¹⁵ The Lambeth glossator, though working with previous versions, glosses his text afresh. His use of *healdan* shows that he understood the meaning of the Latin original and was able to make use of terminology that may have been familiar to him from legal contexts. Conversely, it could also show that the Lambeth glossator was more confident in his handling of Old English, and did not feel he had to adhere extremely closely to the Latin original.¹⁶

However, the Vitellius Psalter (despite also belonging to the D-type family) uses *wær* instead of *wedd* in glossing *pactum* in this passage:

¹² DOE, s.v. *begyman*.

¹³ See for example Ps. CXXIX.2 in the Lambeth Psalter: Geher stefne mine wesana eara pine behealdende 7 begymende on stefne <gebedes> mines *domine exaudi uocem meam fiant aures tuae intendentes in uocem deprecationis meae* (ed. Lindelöf, *Lambeth-Psalter*, pp. 209–10). ‘Hear my voice, let your ears be heedful and attentive to the voice of my entreaty.’ And see Wiesenekker, *Word be Worde*, p. 307 and p. 381. In the Regius Psalter’s gloss to Ps. XVII.24 the issue becomes even more muddled: *observare* in the sense of ‘to heed’ (in this case ‘against’) is rendered by the doublet *healdan 7 warnian*. One of the meanings of *healdan* is indeed this sense of ‘guard against’, although *warnian* seems to be the slightly stronger term. At any rate it extends the number of possible translations for *observare*.

¹⁴ The only other example of this collocation occurs in *Exodus* and is discussed in the next chapter.

¹⁵ See below, p. 79 and n.20.

¹⁶ For a lot more evidence on this, see Pulsiano, ‘The Old English Gloss’, in particular pp. 198–9.

& hi acyrdon hy & ne gymdon **wære** swaswa to þam gemete fæderas heora gecyrrede synd on bogan þreorne 7 þone þweoran *Et auerterunt se et non seruauerunt pactum quemadmodum patres eorum conuersi sunt in arcum prauum*.¹⁷

This shows that *wær* and *wedd* could conceivably be used to translate the same term. We have seen that the meaning of *wedd* could include ‘a general form of agreement’ as well as the more common ‘pledge’, though outside of legal contexts, in particular in poetry, *wær* was used in this sense (this will be discussed in the next chapter).

The A-type family does not share this translation because the Latin original does not include the word *pactum*, thus the Vespasian psalter says:

& on weg acerdon hie & ne heoldun to ðæm gemete fedras heara gecerde sind in bogan ðone ðweoran *Et auerterunt se et non obseruauerunt quemadmodum patres eorum conuersi sunt in arcum peruersum*.¹⁸

To a certain extent such slight disjunctions can be explained by the fact that the ‘progenitors’ of both A- and D-type gloss families are based on the *Romanum* psalter, and the glosses are later grafted onto *Gallicanum* psalter texts once this version (based on a translation from Greek and Latin by Jerome) had gained currency in Anglo-Saxon England, though it needs to be said that the differences between the two versions are for the most part minor.¹⁹ However, occasionally this can lead to some confusion, as in the Tiberius psalter gloss which copies a Roman gloss but on the Latin of the Gallican Psalter, thus leaving *pactum* untranslated.²⁰

Et auerterunt se et non seruauerunt pactum; quemadmodum patres eorum conuersi sunt in arcum prauum & hy acyrdon hy & na gimdon swa swa fæderas heora gecyrrede synd bogan þweorne.²¹

This awkward copying highlights one of the problems associated with analysing glosses: there is a limit to the extent to which the use of words in this context are deliberate choices on the part of the glossator. In this instance, he is not even a glossator so much as a copyist, who is not really consciously thinking about his glosses. As already mentioned above, the positive

¹⁷ Ed. Rosier, *Vitellius Psalter*, p. 194.

¹⁸ Ed. Kuhn, *Vespasian Psalter*, p. 76.

¹⁹ Gretsich, *Intellectual Foundations*, pp. 21–5.

²⁰ Campbell, *Tiberius Psalter*, p. xxiii, points out that this is a common mistake made by the Tiberius glossator.

²¹ Ed. Campbell, *Tiberius Psalter*, p. 204.

exception here is the Lambeth glossator who changes his received glosses and actually seems to be sensitive to the idiom of Old English.

For the present purpose, the most important fact that can be gained from an investigation of this small aspect of the glosses is that on the one hand there is a limit to the usefulness of gloss translations for a semantic field study due to the aforementioned limitations of the material. On the other hand, we have seen that different glossators did use different terms, and primary glossators may not have been bound by the strictness of a register to the same extent as the writers of legal prose had been, as shown for example by the variation in the use of *wedd* and *wær* to render the same Latin term.

In other glosses, the evidence for a preferred rendering of *pactum* is somewhat ambiguous. Again we find it being rendered by *wær* and *treowþa*. However, it needs to be pointed out that *pactum* is frequently paired with *foedus* in Latin, and there are very few examples of it standing alone in glossaries. It also occurs in the context of wedding contracts, such as *pactis sponsalibus* ‘beweddedum wærum’ in an Aldhelm glossary.²² This, incidentally, may also have played a part in the choice of *wedd* as the translation for both Latin terms in the long run. In interlinear glosses, such as the *Liber Scintillarum*, *pactum* is often translated by *wedd*: *Qui confitetur peccata sua et accusat se de peccatis suis cum deo facit pactum* ‘se þe andett synna his & wregð hine be synnum his mid gode he deð his wedd.’²³ Although the evidence from the glossaries is somewhat scattered, it should be obvious that there is a certain amount of variability within the translation of the Latin terms in question.

Foedus, an important term in the translations of the Old Testament to be discussed in more detail below, is translated by *wær* and *treowþa*. Thus, in an Aldhelm gloss there is *foedera pacta* ‘treowþa’, also *uiolati foederis maculati contaminati pacti* ‘<gewemmedre> wære’;²⁴ in the Harley Glossary *Foedera .i. pacta amicitie* ‘wæra’ *certa*;²⁵ or in the Cleopatra glossary: *Foedus fecerunt* ‘wære genoman’.²⁶ Furthermore, adjectives derived from *foedus* are rendered by adjectives derived from or related to *treowþa*, such as in the Cleopatra Glossary: *Foederatus* ‘getreowed, getreude’; *Foederatas* ‘getrewde’.²⁷

²² Ed. Goossens, *The Old English Glosses*, p. 239, l. 425. ‘...pledged (wedding) contracts’.

²³ Ed. Rhodes, *Defensor’s Liber Scintillarum*, p. 38. ‘...who confessed his sins and accusing himself of his sins made a pact with God.’

²⁴ Ed. Goossens, *The Old English Glosses*, p. 148, l. 27. ‘...pacts / broken pacts.’

²⁵ Ed. Oliphant, *The Harley Glossary*, p. 182, no. F285. ‘...pacts of friendship.’

²⁶ Ed. Stryker, ‘The Latin-Old English Glossary’, no. 2712 (accessed through the *Dictionary of Old English Corpus*). ‘...took/made a contract.’

²⁷ Ed. Stryker, ‘The Latin-Old English Glossary’, no. 2703.

As we shall see, the use of *treowþa* is slightly unusual in the context of translations from Latin, whereas the synonymy of *wedd* and *wær* is further evidenced by several instances of glossing. Thus they occur for example in a translatorial doubling in a hymn:

Syle heom meda gefeana lac gifa unbind bændas geflites gewrið **wæra** opþe **wedd** sibbe *Da eis premia gaudiorum, da munera gratiarum eis, dissolve vincula litis, adstringe foedera pacis.*²⁸

*Da gaudiorum premia, da gratiarum munera. dissolve litis vincula, asstringe pacis fœdera. presta, pater piissime syle gefeana meda syle gyfa lac tolys sace bendas gewriþ sibbe wære 7 wedd.*²⁹

Sibb here glosses *pax*, whereas two interpretamenta are given for *foedus*. Of course, it is never entirely certain for what reason these doublings were employed:³⁰ at times they functioned almost like a thesaurus, giving several options in Old English that were actually at least near-synonymous. On the other hand, at times these word-pairs were used because a single interpretamentum would not have adequately covered the range of meanings of the source word.³¹ In fact, with recent research interest in glosses increasing to a significant extent, these word doublings in translation have received particular scholarly attention. The exact purpose of double (or, on occasion, multiple) glosses has not been definitively understood, but recent commentators have shied away from attributing it to uncertainty on behalf of a glossator ‘grasping for the correct sense’, and instead have proposed that this was a deliberate choice, designed specifically to expand Old English vocabulary and the semantic range of existing vocabulary.³² In her discussion of the Old English interlinear glosses to the *Regularis Concordia*, Lucia Kornexl argues that double glosses might have fulfilled a function equivalent to modern dictionaries, and that therefore the glossator may have felt duty-bound to provide more than one Old English translation, which may only have been appropriate to the respective context.³³ She has also drawn attention to the frequent occurrence of alliterative

²⁸ Ed. Gneuss, *Hymnar*, p. 28. ‘Give them the reward of joys, gifts of grace, unbind bonds of strife, bind a covenant or pledge for peace.’

²⁹ Ed. Milfull, *Hymns*, p. 170. ‘Give the reward of joys, give gifts of grace, unbind bonds of discord, bind a covenant and pledge for peace.’

³⁰ I use ‘doublings’ to distinguish them from the ‘doublets’ discussed in chapter 2. See Bodden, ‘Anglo-Saxon Self-Consciousness’, p. 32.

³¹ See Koskenniemi, *Repetitive Word-Pairs*, pp. 3–12.

³² Stanton, *Culture of Translation*, p. 52. For a discussion of multiple glosses in specific texts, see Ross and Squires, ‘The Multiple Glosses’.

³³ ‘The *Regularis Concordia*’, pp. 119–22.

pairs — such as *wær 7 wedd* in this instance — and pointed out that this is basically the only stylistic literary effect it is possible to achieve in the genre of glossing.³⁴ This of course shows a kind of literary consciousness on the part of the glossator and seems to be indicative of deliberate decisions in translations that exhibit confidence in the stylistic and lexical possibilities of the target language. In a similar vein, Robert Stanton speculates that double glosses might have served as stylistic models for Old English poetry and prose.³⁵ He bases this on the temporal precedence that glosses as a genre appear to have to other types of literature. It is part of his central thesis that all later types of Old English translation are derived from or at the very least influenced by the glossing tradition. However, this seems to me to be overstating the case.³⁶ Certainly, the glossographical doublings seem to fulfil a different function from the doublets of the *að and wedd* type discussed in the previous chapter. As the analysis there has shown, the fact that the components were *not* synonymous was important to their usage. The double glosses, on the other hand, show synonymy (though admittedly of varying degree) and thereby offer an interpretive choice to the reader. While double glossing should not generally be assumed to reflect the glossator's uncertainty, it often seems to be employed to clarify the translation. And it is true that this seems to occur to a similar level in non-gloss translations. One example relevant to the present investigation comes from the apocryphal Gospel of Nicodemus, which was rendered into Old English at some point during the Anglo-Saxon period:³⁷

And se ylca Nathan wæs þa asend fram Tyberie þam casere to Romes burh to þam þæt he sceolde hys ærende and his **wedd** þyder gelædan...³⁸

The Latin source text says: 'Missus est a Tyberio imperatore ad portandam sibi **pactam** in urbem Rome.'³⁹

Thus the Old English translator once again employs a doublet to translate *pactam*. *Ærende* here only makes sense from context: it highlights Nathan's envoyship, which the translator clearly thought was not sufficiently expressed by *asend*.⁴⁰ In fact, the Old English translator repeats this word in an expansion of the Latin original, as in the next paragraph he

³⁴ *Ibid.*, p. 121.

³⁵ *Culture of Translation*, p. 52.

³⁶ For some examples of the influence of specific glosses on Old English Poetry see Bammesberger, 'Hidden Glosses'.

³⁷ On the uncertainties of dating, see Hall, 'The *Euangelium Nichodemi*'.

³⁸ Ed. Cross, *Apocrypha*, p. 251. 'And the same Nathan was then sent by Emperor Tyberius to the town of Rome in order to take his message and his pledge there...'

³⁹ *Ibid.*, p. 250.

⁴⁰ See *DOE*, s.v. *arend*.

goes on to say that Nathan went to Rome *mid eallum hys ærende*, making the narrative more explicitly coherent.⁴¹ In terms of the literal meaning of the word, it is not entirely clear what is meant: *pactum* refers to abstract agreements, and as we have seen *wedd* is a common translation for the Latin word. The collocation with *ærend* supports the interpretation of an abstract agreement rather than a physical object.

The same abstract sense seems to be emphasized in a word-triplet from an anonymous homily, in an address by Solomon to God:

Pu gehealdst wiþ ðinum þeowum **wedd** & wære & mildheortnysse þa ðe gaþ toforan ðe on ealra heortan.⁴²

While the similarity between *wedd* and *wær* has been established, the collocation with *mildheortnys* is unique to the context. It is obvious that not all three terms are semantically synonymous, and they are only connected through the context of concepts that are being followed as they were promised. The purpose of this tripling is to highlight God's mercy towards the Israelites in addition to his faithful keeping of the covenant (on which more below). As in the previous example, the synonymy is only contextual and varies in closeness between *wedd* and *wær* on the one hand and *mildheortnys* on the other. However, it confirms the sense of both *wedd* and *wær* as abstract concepts.

In the translation of the Old English Bede, we find *wedd* in a more familiar sense, that is that of a physical object given as a pledge. Here it translates *pignus* rather than *pactum*:

Ond þa ilcan his dohtor to gehalgienne Criste þam biscope to **wedde** gesealde, þæt he þæt gehat gelæstan wolde.⁴³

The corresponding Latin phrase is *in pignus promissionis implendae*.⁴⁴ This expression recalls the legal language investigated in Chapter 1. Firstly, this is achieved through the connection of a promise that is strengthened or confirmed through a pledge. *Pignus* is likely to have referred to a physical object given as a pledge (although of course the

⁴¹ Orchard, 'The style', pp. 113–15.

⁴² Ed. Wensch, 'The Anonymous Old English Homily', p. 11, ll. 21–4. 'You hold with your servants the pledge and the covenant and the kind-heartedness that goes before you in all hearts.' A later medieval hand glosses *wedd* by *fedus*.

⁴³ Ed. Miller, *Old English Version*, I, p. 124, ll. 3–5. 'And then he also gave his daughter to the bishop to be consecrated to Christ, as a pledge that he would fulfil the promise.'

⁴⁴ The full phrase is in Book II, chapter 9 of the Latin version: '...in pignus promissionis implendae eandem filiam suam Christo consecrandam Paulino episcopo adsignavit...', ed. Colgrave and Mynors, *Bede's Ecclesiastical History*, p. 166.

‘object’ is in this case human). From a syntactic point of view, this translation is a mixture of the expressions we found in the legal prose: *sellan to wedde*, with accusative and dative object is the regular phrasing found in the law-codes, but the explanation of the purpose of the pledge is expressed by a subordinate clause (and, in this instance, additionally by the inflected infinitive).

The connection of pledges with promises can be seen again in an example from the translation of Gregory the Great’s *Pastoral Care*:

Sunu min, gif ðu hwæt gehættest for ðinne freond, ðonne hafast ðu [oðrum men] ðin **wed** geseald, & ðu bist ðonne gebunden mid ðæm wordum ðines agnes muðes, & gehæft mid ðinre agenre spæce.⁴⁵

This instance again shows the connection of pledges with verbal promises, and it shows an interesting metaphorical extension of the legally binding nature of promises. Thus there is no physical object given here, but the legal implications are the same. The giving of a pledge (*wed geseald*) is stated to be the same as the words of the mouth. The Latin passage is:

Fili mi, si sponderis pro amico tuo, defixisti apud extraneum manum tuam, et illaqueatus uerbis oris tui, et captus propriis sermonibus.⁴⁶

We see here a paraphrasing author at work: unlike the glossator, who by definition of the limits he was working in was required to follow the word-order of his Latin originals, the Anglo-Saxon translators of other prose texts took the liberty to translate ‘sense for sense’.⁴⁷ On the one hand this weakens the link with specific Latin words, as the translator is able to mould his translation to the idiom of the target language according, to a certain extent, to his idiolect. On the other hand, it is precisely this effect that makes such instances useful to the lexicographer, as it shows a process of composition in the language under investigation.

This is true in the same way for the Old English *Orosius*. The translator here leaves large parts of the original untranslated, as shown most immediately by the fact that the Old

⁴⁵ Ed. Sweet, *West-Saxon Version*, p. 193, ll. 3–5. ‘My son, if you have promised something for your friend/kinsman, then you have given your pledge to other people and you are then bound with the words of your own mouth and you are bound by your own speech.’

⁴⁶ Ed. F. Rommel, *Règle Pastorale*, II, p. 276. ‘My son, if thou be surety for thy friend, thou has engaged fast thy hand to a stranger, and thou art ensnared with the words of thy mouth, and caught with thy own words’ (trans. Davis, *St. Gregory the Great*, p. 97).

⁴⁷ The phrase is of course famously that of King Alfred from his preface to the translation of the *Pastoral Care* in reference to his translations: *...hwilum word be worde, hwilum ondgite of andgite* (ed. Sweet, *West-Saxon Version*, p. 6). ‘...sometimes word for word, sometimes sense from sense’.

English translation is only a fifth of the length of Orosius's *Historiae adversum paganos*.⁴⁸ However, there are also additions, mostly to explain or expand on details in the original that might have seemed obscure to an Anglo-Saxon audience, or to fit the translator's agenda and tone.⁴⁹ While discussions of translation strategy have mostly taken a broader view, the freer attitude towards translations can be seen in a couple of passages that are relevant for the present purpose:

Þa æt nihstan hie hæfden getogen eal Creca folc to ðæm gewinnum, þa Læcedemonia besætan þa burg Mæse x winter 7 aðas gesworan, þæt hie næfre noldon æt ham cuman ær hie þæt gewrecen hæfden. Þa redon hi him betweenum, & cwædon þæt hie to raðe wolden fultumlease beon æt heora bearnteamum, þa hi ðær swa longe ðohton to beonne, & þæt mid hiera <weddum> gefæstnod hæfdon, & þæt hi heora feondum bet dyde þonne wyrs mid þæm.⁵⁰

This is a compressed version of Orosius L.xxi.3–5, the relevant phrase for the present purpose is at section 4: ‘...Qui cum se magnis exsecrationibus deuouissent sacramentisque obstrinxisset domum nisi Messena expugnata numquam esse redituros...’⁵¹ The second example is:

Hwæt, ge witon þæt ge giet todæge wæron Somnitum þeowe, gif ge him ne alugen iowra **wedd** & eowre aþas þe ge him sealdon; & ge murciað nu, for þæm þe monega folc þe ge anwald ofer hæfdon, noldon eow gelæstan þæt hie eow beheton; & nellað geþencan hu lað eow selfum wæs to gelæstanne eowre aþas þæm þe ofer eow anwald hæfdon.⁵²

⁴⁸ Bately, *Old English Orosius*, p. xcvi.

⁴⁹ *Ibid.*, p. xcix; Whitelock, ‘The Prose’, p. 93.

⁵⁰ Ed. Bately, *Old English Orosius*, p. 35, ll. 1–8. ‘When they had very soon drawn all Greek people into the conflict, the Spartans besieged the city of Messenia for 10 winters and swore oaths that they would never go home before they had destroyed that. Then they took counsel between themselves and said that they would quickly be helpless in regard to their offspring, as they thought of being there so long, and they had bound themselves with pledges and said that they were doing better for their enemies rather than worse.’

⁵¹ Ed. Arnaud-Lindet, *Orose*, p. 73. ‘Since they had bound themselves by great oaths and had pledged themselves by vows not to return home until Messena had been captured...’ (trans. Deferrari, *Paulus Orosius*, p. 41).

⁵² Ed. Bately, *Old English Orosius*, p. 67, ll. 5–10. ‘Lo, you know that even today you would be servants of the Samnites, if you had not broken your pledges and your oaths that you had given them, and now you grieve because many peoples you had power over do not want to keep that which they had promised you, and you do not deign to think how loath you were yourself to keep your oaths to those who had power over you.’

This has been described as ‘a slightly expanded version of Orosius III.xv.7, with the rhetorical question in OH [Orosius’s *Historiae*] provided with an answer.’⁵³ The passage in question reads: ‘Hodie enim Romani aut omnino non essent aut Samnio dominante seruirent, si fidem foederis, quam sibi seruari a subiectis uolunt, ipsi subiecti Samnitibus seruauissent.’⁵⁴

Both instances from *Orosius* reflect legal language: the confirmation of agreements through pledges, as in the first quotation, and the use of the word-pair *að and wedd*, as in the second quotation (though a few lines later the Romans are described as breaking their oaths – *forbræcon apas* — whereas pledges are not mentioned). As has already been pointed out, the translator here does not follow the Latin very closely and it can therefore be argued that it was a conscious decision on his part to echo the legal language here. In the second instance this seems particularly appropriate, as the agreement between the Romans and the Samnites recalls similar agreements which in the social world of the Anglo-Saxons would have been confirmed through the giving of pledges.⁵⁵ Analogues could be the treaties between West Saxon and Scandinavian kings, and indeed the pledging referred to in the legislation of Alfred and Athelstan. The first instance refers to the Spartans’ siege of Messenia, where they first swear oaths that they would not leave until they had avenged a prior event. While this is in reference to a future event, the use of oaths rather than pledges is entirely appropriate: a pledge requires a second party to receive that pledge, whereas this vow is made just for the benefit of the Spartans themselves. In a sense, this is more similar to the heroic boasting which we encounter in parts of Old English poetry and which will be discussed in Chapter 4. However, they had also confirmed (or ‘bound themselves’) with pledges, which seems to add an extra layer of legally binding promises to their situations and thus heightens their predicament.

Wedd in translations of the Old Testament

If we turn to the evidence of gospel translations and homilies, we can see that *wedd* has become the standard Old English term to render *pactum* and *foedus*, and it is interesting to note from the outset that in this role it mainly refers to two things within the context of Christian doctrine: the covenants that God established with several Old Testament

⁵³ Bately, *Old English Orosius*, p. 257.

⁵⁴ Ed. Arnaud-Lindet, *Orose*, p. 162. ‘For the Romans today would not exist at all, or would be slaves under Samnite domination, if they themselves, made subject to the Samnites, had preserved the sanctity of the treaty which they wished to be preserved by those subject to themselves’ (trans. Deferrari, *Paulus Orosius*, p. 99).

⁵⁵ See above, p. 65.

personages; and the sacraments of New Testament theology, in particular the Eucharist and baptism. The latter will be discussed further below, but in relation to the former it is possible to say that the *Old English Heptateuch*, heterogeneous as the text may be,⁵⁶ uses the main ‘pledge’ word under investigation, *wedd*, more often than any other text in the Old English corpus. This is always in reference to God’s covenants for example with Noah, Abraham and Moses, thus most of the references are from *Genesis* and *Deuteronomy*. Recent work by Richard Marsden in particular has attempted to identify the Latin version(s) the Old English translators were working with.⁵⁷ This is of slightly lesser importance to the narrow focus of the present investigation, though it will of course be necessary to note variations in the word-use of the various possible source versions. In all but one case, the corresponding Latin term in the Vulgate is either *foedus* or *pactum*. As has already been highlighted, these are very similar in meaning, both denoting ‘agreements, contracts etc’, including in the legal sphere.⁵⁸ For the most part they appear to be used synonymously. Usually, these agreements are mutual, and an argument can be made that this is the case here – the only difference being that one of the partners in the agreement is a deity.⁵⁹ While this may be part of a universal semantic extension of legal agreements to the religious sphere, it needs to be borne in mind that the agreement here is in fact not mutual as such: God promises to do something, for which he provides a symbolic pledge; the rainbow in the case of his covenant with Noah, circumcision as the symbol of his agreement with Abraham.⁶⁰ But the point of this is that the human party is not required to do anything in return, at least in the future. Instead, God’s pledge here could be seen as a reward for the loyalty and faith Noah and Abraham have already shown. We have seen that this would agree with the function of a pledge in the law-codes, as it was usually only one party which was required to give a pledge. Yet, as we have seen in the wills and charters, it was possible to confirm agreements through mutual pledging. In any case, the Latin terms were broad enough to incorporate this specialized meaning, but Old English on the other hand already had a word that expressed precisely this relationship: *wedd*, as argued in the previous chapters, was in effect a pledge or promise of future behaviour or action given mostly by one party in an agreement. Of course, as we have seen, this meaning was later extended to describe the agreement in general, thus in a way working in a reverse way to the usage of the Latin terms. In a couple of cases *wedd* is used to translate the Latin *pignus* (although this of course reflects the fact that *foedus* and *pactum* were simply

⁵⁶ See Marsden, *Text of the Old Testament*, pp. 404–5.

⁵⁷ *Text of the Old Testament*.

⁵⁸ Lewis and Short, *A Latin Dictionary*, s.v. *pactum*; *foedus*.

⁵⁹ See the discussion by Thundyil, *Covenant in Anglo-Saxon Thought*, pp. 1–15.

⁶⁰ For the legal models for Old Testament covenants, see for example Hillers, ‘Covenant’, in particular p. 134.

more common: I have not found an instance in Old English translations and glosses where *pignus* is rendered by anything other than *wedd*). We have seen this correspondence before in the glossaries: the meaning here is that of the physical object given as pledge. Due to the similar nature of the occurrences of *wedd* in the *Heptateuch*, discussion of a few examples should suffice to make the point.

There is a cluster of occurrences of *wedd* in the Old English translations of Gen. IX, when God sets up his covenant with Noah, such as: ‘Ðis bið ðæt tacn mines **weddes** ðæt ic do betwux me & eow & eallum libbendum nytenum on ecum mægðum.’⁶¹ The reference is of course to the rainbow. The interesting aspect of this and similar uses of *wedd* here is that it is employed in its broader sense: the rainbow is the ‘sign’ (*tacn*) of the ‘pledge’ (*wedd*), whereas one might have expected the rainbow to be the pledge (*wedd*) of the promise (for example *behate*) made by God, but He sets his pledge (*Ic sette min wedd*) and this is symbolized by the rainbow.⁶² In fact, Ælfric, who is generally acknowledged as the translator of this part of Genesis, uses both shades of meaning of *wedd* in his homiletic commentaries on Genesis.

This can be seen in his homily *De Initio Creaturae* (Catholic Homilies I, 1), where God is made to state that whenever there is a rainbow in the sky, *þonne beo ic gemyndig mines weddes*.⁶³ In this instance, *wedd* does again not refer to the rainbow itself, as a kind of tangible pledge, but to the covenant established through the rainbow. It translates the Latin *foedus*. The biblical passage referred to is ‘Cumque obduxero nubibus caelum, apparebit arcus meus in nubibus, et recordabor foederis mei vobiscum...’⁶⁴ However, in his commentary on Genesis, his version of the *Alcuini interrogationes Sigewulfi in Genesin*, Ælfric explains that ‘God gesette þonne renbogan to **wedde** 7 to orsorhnysse mancynne to þa behate þæt he næfre eft nolde ealne middan eard mid anu flode oferteon...’⁶⁵ We have encountered this construction before in the laws, where *settan to wedde* means ‘to give as a pledge of/for something’. It seems that Ælfric is here explaining the rainbow as just such a visible token of a promise (*behate*) God has made to mankind. It is interesting to note here the proximity of *wedd* and *behate*; once again the former is clearly reinforcing the latter. We have already had occasion to mention this several times, but in this instance the use of *wedd* appears to be

⁶¹ Ed. Marsden, *Old English Heptateuch*, p. 24. ‘This is the sign of the covenant that I make between me and you and all living creatures for eternal generations.’

⁶² This is also the expression used in the Old English translation of Gen VI.18 (ed. Marsden, *Old English Heptateuch*, p. 20).

⁶³ Ed. Clemoes, *Catholic Homilies I*, 185, ll. 199–200. ‘...then I am mindful of my pledge.’ Compare the literal translation of Genesis IX.15: & ic beo gemindig mines **weddes** wið eow, þæt heononforð ne biþ flod to adiligenne eall flæsc (ed. Marsden, *Old English Heptateuch*, p. 24). ‘And I am mindful of my pledge with you, that henceforth there will not be a flood to destroy all flesh.’

⁶⁴ Gen. IX.14. In his *Grammar*, Ælfric also translates *foedus* as ‘wedd’ (Zupitza, *Ælfrics Grammatik*, p. 292).

⁶⁵ Ed. MacLean, ‘Ælfric’s *Sigewulfi Interrogationes*’, ll. 351–4, pp. 36–8. ‘God set the rainbow as a pledge and an assurance for mankind of that promise that he never again would cover the earth with a flood.’

similar to what we have found in laws and chronicles: a *wedd* is something used to formally mark out or strengthen a promise or agreement.

A similar cluster of occurrences of *wedd* appears in the translation of Gen. XVII, in relation to God's covenant with Abraham. There is a similar expression to the one discussed above in Gen. XVII.11: '...& emsniðað þæt flæsc eowres fylmenes; þæt beo tacn mines **weddes** betwux me & eow.'⁶⁶ There is a noteworthy change to the collocation of *wedd* with the verb *settan* that we have encountered frequently at Gen. XVII.19: 'God cwæð to Abrahame: ðin wif Sarra þe acenð sunu, & ðu gecigst hys naman Isaac, & ic sette min **wedd** to him on ecne truwan, & to hys ofsprinc æfter.'⁶⁷ The use of *wedd* as the direct object of *settan* again signifies its denotation of a general agreement, in contrast to *settan to wedde*, as discussed above. A noteworthy instance occurs in Gen. XVII.4 where God says to Abraham: 'Ic eom & min **wed** mid ðe, & þu byst manegra þeoda fæder'.⁶⁸ This translates the Latin 'dixitque ei Deus ego sum et pactum meum tecum erisque pater multarum gentium'. Harvey Minkoff considers this an example of Ælfric's 'theory of translation that required extreme literalness' and calls the phrase 'difficult'.⁶⁹ Marsden defends Ælfric, highlighting that in a couple of his homilies Ælfric stresses the emphatic force of the first clause *Ic eom* and believes that the numinosity of the phrase led Ælfric to translate it without an appropriate copulative verb.⁷⁰ For the purposes of this investigation, the syntactical problems are of course not of primary importance.

There are also some examples of the type of agreement between equal parties (human on both sides), in the covenants between Abraham and Abimelech in Gen. XXI, and between Laban and Jacob in Gen. XXXI:

Abraham forgeaf ða Abimeleche lac on oxum & on sceapum, & hi slogon heora **wed**, ægðer to oðrum, þæt hi wurdon gefrynd.⁷¹

⁶⁶ Ed. Marsden, *Old English Heptateuch*, p. 38. '...and circumcise that flesh of your foreskin, and that shall be the sign of my pledge between you and me.'

⁶⁷ Ed. Marsden, *Old English Heptateuch*, p. 38. 'God said to Abraham: your wife Sara will bear you a son, and you will call him by his name Isaac, and I set my pledge to him in eternal faithfulness, and to his offspring afterwards.'

⁶⁸ Ed. Marsden, *Old English Heptateuch*, p. 37. 'I am and my pledge with you, that you shall be the father of many people.'

⁶⁹ 'Some Stylistic Consequences', pp. 33–4.

⁷⁰ 'Ælfric as Translator', pp. 344–9. Minkoff, 'Some Stylistic Consequences', pp. 33–4, argues that the original mistranslation is Jerome's.

⁷¹ Ed. Marsden, *Old English Heptateuch*, p. 46. 'Then Abraham gave to Abimelech a payment in oxen and sheep, and they gave a pledge/struck an agreement, each to the other, that they would be friends'.

Ða cwæð Laban: Mine dohtra & þine suna & þine heorda, & ealle þa ðing ðe þu gesyhst, synd mine: Hwæt mæg ic þeah don minum sunon & minum magon. Ga hider near, & uton syllan **wedd**, þæt freondscipe sy betwux me & ðe. Abrahames God & Nachores God, & heora fæder God deme betwux unc; & Iacob swor ðurh hys fæder ege, Isaaces.⁷²

While it is of course not possible to extrapolate from a biblical translation to social reality in Anglo-Saxon England, this seems at least similar to some of the agreements we have seen in charters and wills.⁷³ This is true of the syntax, in that the object of the *wedd* is described by a subordinate clause rather than through direct grammatical relations. Again, the Latin term in the Vulgate is *foedus*, here plainly meaning ‘agreement, covenant’ in its original sense. It also needs to be borne in mind that the Anglo-Saxon translator may have deliberately rendered his translation in terms that he (and his audience) understood.

There is an interesting case in Ex. XXII.26. This is the verse that corresponds to a clause in the prologue of Alfred’s law-code.⁷⁴ The translation (not by Ælfric) says: ‘Gyf ðu **wed** nime æt ðinum nextan, agyf him his reaf ær sunnan setlunge’.⁷⁵ As it stands, the Old English translation does not make much sense. Clemoes attributed this to a mispunctuation in the Latin original ‘si pignus a proximo tuo acceperis, uestimentum ante solis occasum redde ei’.⁷⁶ The comma should be after ‘uestimentum’ so that it would be the object of ‘acceperis’ rather than ‘redde’.⁷⁷ As we saw in the law-codes the phrase *wed niman* is rare, but permissible.

Wedd also occurs throughout Deuteronomy, where it refers to God’s giving of the commandments to Moses. Again, a couple of interesting points arise. Thus we find that *wedd* is frequently used with *sellan*, but as a direct object (similar to Gen. XVII.19 above with *settan*), for example in Ex. V.3: ‘Ne sealde he **wedd** urum fæderum, ac us ðe nu gyt lybbað’.⁷⁸

⁷² Ed. Marsden, *Old English Heptateuch*, p. 61. ‘Then Laban said: My daughters and your sons and your herds and all the things that you see are mine: What can I do though with my sons and my kinsman. Come near here, and let us give a pledge that there be friendship between me and you, Abraham’s God and Nachor’s God, and the God of their fathers should judge between us; and Jacob swore for fear of his father, Isaac.’

⁷³ See above, pp. 68–72.

⁷⁴ Though both are in all likelihood translated from different sources. See above, p. 33 and n. 78.

⁷⁵ Ed. Marsden, *Old English Heptateuch*, p. 119. ‘If you take a pledge from your neighbour, return his garment to him before sunset.’

⁷⁶ Clemoes, ‘The Composition’, pp. 48–9.

⁷⁷ As discussed by Marsden, ‘Translation by Committee?’, pp. 64–5. While Clemoes endeavours to absolve the anonymous translator of most of the blame for this mistake (and others), Marsden sees it as proof of his deficiencies, as the error – if it indeed existed – ‘ought to have been obvious’. The Alfredian version incidentally shows the correct sense.

⁷⁸ Ed. Marsden, *Old English Heptateuch*, p. 158, ‘...he did not give a pledge to our fathers but to us who are still alive.’

Again, it translates *pactum*, and the grammatical phrasing in Old English seems to highlight the shade of meaning introduced at the beginning of the discussion, that is a pledge was a promise made by one party to another rather than a bilateral agreement. In fact, the Latin reads ‘non cum patribus nostris iniit pactum’, that is ‘he did not enter into a contract with our fathers’. While there is no literal idiomatic equivalent of this in Old English, I believe it is significant that the Old English translator chooses a phrase that emphasizes the giving of the pledge: it retains the meaning of *pactum* as a general agreement (though it is slightly ambiguous as discussed before), but it also expresses the one-sidedness of the covenant. *Wedd* was more specifically suited to this than its Latin equivalents.

Another phrase that only occurs in the Old English translation of Deuteronomy is a collocation of *wedd* and *behatan*, where *wedd* is the direct object of the verb. The conceptual connection between promises and pledges is quite common, but normally they are not used in direct grammatical relation with each other. Interestingly, the Latin verb rendered into Old English as *behatan* is ‘pangere’ (‘to fix, fasten’), so on the evidence of the legal prose surveyed earlier it seems surprising that *fæstnian* is not used. However, *mid wedde fæstnian* presupposes a prior agreement, something that is not evident in the Latin original. Examples are Deut. IV.23: ‘Warniað eow ðæt ge næfre ne forgyton Drihtnes **wedd**, eowres Godes, ðe he eow behet’ translating ‘cave nequando obliviscaris pacti Domini Dei tui quod pepigit tecum’ and Deut. XXIX.1: ‘Ðis synd ða word ðe Drihten behead Moyse ðæt he bude Israhela folce on Moab lande, butan ðam **wedde** ðe he him behet on Oreb’, translating ‘haec sunt verba foederis quod praecepit Dominus Mosi ut feriret cum filiis Israhel in terra Moab praetor illud foedus quod cum eis pepigit in Horeb’.⁷⁹ In the second example, the Old English translator varies his translation of ‘foedus’, or more specifically, he leaves out the first instance and just translates the first part of ‘verba foederis’. *Bebeodan* and *word* are a common collocation in Old English, though usually with *word* in the dative plural (‘command with words’). However, a phrase with *word* as the direct object of *bebeodan* is not unknown.⁸⁰ It also sets up a difference between this *foedus* and the Ten Commandments. The Commandments are here referred to as a *wedd*, possibly to give them a heightened standing appropriate to their importance, in that *wedd* would have been regarded as more solemn than *word* due to its legally binding nature. Furthermore, the Commandments were a covenant themselves. On the

⁷⁹ Ed. Marsden, *Old English Heptateuch*, p. 170. ‘Be warned that you never forget the pledge of the Lord, your God, which he promised to you.’ and ‘These are the words that God commanded Moses to make with the people of Israel in the land of Moab, in addition to the pledge that he had promised him on Oreb’.

⁸⁰ For example in a homily by Ælfric: *Syððan eft se Hælend geseah þone mann binnan þam temple, and him behead þas word* (ed. Pope, *Homilies I*, 232, ll. 53–4). ‘Then again the Saviour saw that man in the temple, and he commanded him with these words.’

other hand, the difference in translation may be partly due to what one might always want to call a ‘natural tendency’ of Old English authors towards variation of words, something that appears to happen even more frequently in translations. It is conceivable that the translator is playing on the established collocation of *word* and *wedd*.

In summary, the translators of the Old Testament use *wedd* to translate the same terms as the glossators, but are in fact more consistent in their use of *wedd*. Furthermore, it is used to translate both physical pledges (*pignus*) and agreements or covenants in general (*foedus*, *pactum*). However, it needs to be stressed that these translations are by no means slavish, but exhibit deliberate thinking behind the choices of Old English terms.

Pledges in homilies

The Eucharist and baptism

Away from the Old Testament covenants, pledges occur most often in religious commentaries in reference to the Eucharist which is frequently called a *wedd*, a pledge of eternal life or the eternal kingdom. Even though the aforementioned construction of *settan* or *sellan to wedde* is not employed, it is clear that *wedd* here has the meaning of a physical ‘pledge’, as a token of a promise given. Thus for example, Vercelli Homily XIV says:

Hwæpere he bið eft for us on þam halgan geryne, þær his lichama and his þæt halige blod dæled bið on þara geleaffulra manna hiortan, æghwylcum to hæle and to **wedde** eces lifes þara þe him clæne and rihtlice onfegð.⁸¹

The source of this homily is generally acknowledged to be the *Dialogues* of Gregory the Great, but the original appears not to include the designation of the Eucharist as a pledge.⁸² Therefore it does not appear either in Wærferth’s Old English translation of the *Dialogues*. The relevant passage there is:

⁸¹ Ed. Scragg, *The Vercelli Homilies*, pp. 239–46, quotation at ll. 74–7, pp. 242–3. ‘Furthermore he is also in the holy mystery for us, where his body and his holy blood is shared out to the hearts of faithful men, as salvation and a pledge of eternal life for each one of those who receive it cleanly and rightfully’.

⁸² The passage from Gregory’s *Dialogues* IV, 60 is printed *ibid*.

...witodlice þær his lichama biþ þiged, þær bið gedæled his flæsc in þæs folces hæle,
7 his blod bið onsæded na læs na in ungeleaffulra gewæld, ac in geleaffulra muðas.⁸³

The homilist has thus adapted his source to refer to the Eucharist as a pledge. Whether this was a popular interpretation among Anglo-Saxon preachers is of course impossible to tell, but it is clear that the idea seems to have been current.

Thus for example, Vercelli Homily XIII describes the Eucharist in the same way, though in rather incidental fashion: its main preoccupation is the clean state of the soul of the person receiving the Eucharist, something that we have already seen in the previous passage:

And gif we mid ures lichaman lustum hwæt gimeleaslices dydon on þyssum feowertegum nihtum wið Godes willan, bete he þæt on þyssum dagum nu and clænsige hine, þæt he mæge beon þys mergenlican dæge æt þære halgan dryhtnes upastignestide clæne æt dryhtnes wiofode, and þær onfon **weddes** þæs ecan rices, þæt is Cristes sylfes lichoma and his blod þæt we nu nemnaþ husl.⁸⁴

Again, other parts of this homily are drawn from a Latin source, in this case a sermon by Caesarius of Arles.⁸⁵ But once again, this specific passage appears to be an original composition by the Anglo-Saxon author, who therefore would have been familiar with this interpretation of the Eucharist as a pledge.⁸⁶

Some further examples of this way of thinking can be taken from throughout the Old English homiletic corpus:

Sio binne getacnode Godes wiofod, þær bið þam halgum nytenum, þæt is þam geleaffulum mannum, bið seald þæt gastlice gereord Cristes lichoman, ðe he us to **wedde** forlet þætte we <sien> dælnimende Godes rices, swa he sylfa be ðam cwæð: *Qui manducat carnem meam et bibit sanguinem <meum>, in me manet et ego in*

⁸³ Ed. Hecht, *Übersetzung*, p. 348, ll. 24–6. ‘Certainly there his body is received, there his flesh is shared out in the people’s salvation, and his blood is poured not in the power of unfaithful ones, but in the mouths of the faithful.’

⁸⁴ ‘And if we through the lusts of our body did careless things in those forty days against God’s will, he should pray now on these days and cleanse himself, that he may be clean at the altar of the Lord on the morrow of the day of the Holy Lord’s Ascension, and there receive the pledge of the eternal kingdom, that is Christ’s own body and his blood that we now call ‘husl’.’ (ed. Scragg, *The Vercelli Homilies*, pp. 234–6, quotation at ll. 12–17, p. 234).

⁸⁵ Printed *ibid.*

⁸⁶ The homilies were probably composed by different authors; see Scragg, *The Vercelli Homilies*, pp. xxxix–xl.

<illo> . Se ðe eteð minne lichoman & min blod drinceð, he wunaþ on me & ic on him.⁸⁷

Þonne is seo þridde accennednyss æfter þam soðan andetnyssa syððan se mann gewintrad bið and he hine sylfne gemedmað þurh þa soðan anddetnyse and þurh his scriftes fultum þæt he bið andfenge drihtenes sylfes lichaman and his blode þonne he hafað fullice ealle þa hadas þe hine to þan ece life gelædað. He geanlicode his lichaman heofonlican hlafe and he onlihte his blod wine on lifes calice and us þa onsende hider on þisne middaneard to earnan and to **wedde** eces lifes. And swylce us wæron to leohtfatum gesette and to lareowum þa halgan godspelleras þurh þæara lare we magon witan hwæt we lufian sceolon and hwæt we gedon sceolon and hwæt we forgyfan sceolon and mid hwylcum dædum we magon hellewite befeon.⁸⁸

He drihten wolde ærest her on middaneard gebreman and geweorðian þa Iudeiscan æfter þære wisan, þe on ðære ealdan æ beboden wæs, and þonne wolde þære ende gesettan and þonne wolde eac þysse niwan frymð gesettan, þa we nu weorðiað on drihtnes ciricum, þæt is þæt he wolde his sylfes lichaman and his blod gehalgian manncynne to hælu and to life. Sceolon we þæt witan, þætte se halga lichama ures drihtnes, þe we nu on cirican þicgað, þæt is þæt halige husul, þætte þæt wæs ærest on ðysum dæge gehalgod manncynne eces lifes to **wedde**, forðan æghwylc þæara manna, se ðe þam rihtlice onfehð, æghwylc þæara onfehð eces lifes wed. *Cum dilexisset suos, qui erant in mundo*, He drihten lufode his þa halgan, þa ðe on ðysum middanearde wæron.⁸⁹

⁸⁷ Ed. Scragg, *The Vercelli Homilies*, p. 118, ll. 141–6. ‘The manger prefigured God’s altar, where to the holy cattle, that is to faithful men, is given the spiritual food, which he gave to us as a pledge that we are participating in God’s kingdom, as he himself said about it. [...] He who eats my body and drinks my blood, he dwells in me and I in him.’

⁸⁸ Ed. Tristram, ‘Vier altenglische Predigten’, accessed through the *Dictionary of Old English Corpus*. ‘This is the third period after the true confession since the man has come of age and he made himself worthy through the true confession and through the help of his penance that he will receive God’s own body and his blood when he fully has all the trappings that lead him to the eternal life. He made his body like heavenly bread and he made his blood like wine into the chalice of life and sent it to us on this earth as a reward and as a pledge of eternal life. And likewise there were set for us as a light and as teachers the holy apostles through whose teachings we may know what we shall love and what we shall do and what we shall forgive and through which deeds we may escape the torments of hell.’

⁸⁹ Ed. Assmann, *Angelsächsische Homilien*, p. 152, ll. 18–29. ‘He the Lord first wanted to honour and dignify the Jews according to their custom, which was proscribed in their old law, and then wanted to set an end to this and then also wanted to set down a new beginning, as we now worship in the churches of the Lord, that is that he wanted to consecrate his own body and his blood for the salvation and the life of mankind. We shall know that the holy body of our Lord, which we now receive in the church, that is the holy Eucharist, that was first in these days consecrated as a pledge of eternal life for mankind, because each man who receives it rightfully, each of them receives a pledge of eternal life... He, the Lord, loved the holy ones, who were on this earth.’

The concept behind these examples is the same: the bread received as the Eucharist is viewed as a pledge, in the sense familiar from the law-codes. However, we have already had occasion to note the more variable syntax. In the Vercelli homily, the object of the pledge is explained in a subordinate clause (*þætte we sien dælnimende Godes rices*), whereas the other two instances use the genitive object (*to wedde eces lifes*). While the latter is more common in legal contexts, we have already seen examples of the former expression. At any rate, it is clear that in this context, *wedd* is used in its more restricted sense, not the expanded one we have seen in the glossaries. The homily *In cena domini* printed by Assmann elaborates on the theme by repeating the fact that the *husl* is a pledge. In fact, it is not ‘given’ (*sellan* being the usual term used, though Vercelli and Tristram use *forletan* and *onsendan* respectively which are to a certain extent synonymous) but ‘consecrated’ as a pledge of eternal life. The choice of verb emphasizes the elevated nature of the Eucharistic pledge but the homilist also reiterates the physical aspect of the pledge by equating the receiving of the bread with the receiving of the pledge. At any rate, the common nature of the concept to Anglo-Saxon homilists should be stressed.

One of the most interesting instances of the use of *wedd* in this context occurs in Ælfric’s *Sermo de sacrificio in die pascae* (Catholic Homilies II, 15). This is one of the most discussed of Ælfric’s homilies, given the central role it played in theological disputes from the 16th century onwards, when Matthew Parker first printed it in order to show that the Anglican doctrine of a spiritual interpretation of the Eucharist (as opposed to the orthodox Catholic doctrine of transubstantiation) went back to Anglo-Saxon times. This derives from the fact that for this homily Ælfric relied on, and partially translated, a ninth-century tract by Ratramnus, a monk of Corbie, in which this view was espoused.⁹⁰ However, only a few years earlier, Ratramnus’ own abbot, Paschasius Radbertus, had written a work with the same title — *De corpore et sanguine Domini* — in which he propounded a strongly carnal view of the eucharist. And, somewhat surprisingly to modern minds, Ælfric includes two Eucharistic miracle stories that Paschasius used to illustrate his interpretation in his homily. This sat somewhat uneasily with the earliest editors and theological disputants who often omitted any mention of these *exempla*.⁹¹ Even modern commentators have seen Ælfric’s work as a

⁹⁰ This interpretation was declared heretical at the synod of Vercelli in 1050, although the tract was mistakenly ascribed to John Scotus Eriugena (Bakhuizen, *Ratramnus*, p. 3, p. 7, p. 26).

⁹¹ For a detailed discussion of the use of Ælfric’s homilies from the 16th century onwards, see for example Bakhuizen, *Ratramnus*, pp. 117–28, and the articles by Theodore Leinbaugh, ‘Ælfric’s *Sermo De Sacrificio in Die Pascae*’ and ‘The Sources for Ælfric’s Easter Sermon’. On Matthew Parker’s handling of Ælfric’s writings more generally see Kleist, ‘Monks, Marriage and Manuscripts’.

‘fragile’ synthesis of these two seemingly diametrically opposed views. However, Lynne Grundy has tried to show that this opposition would not have been an issue for Ælfric; he would not even have been aware of its existence.⁹² Instead, he restores the compatibility of a simultaneously carnal *and* spiritual reality to the sacrament of the Eucharist, as it had been viewed by Augustine and then vigorously — though apparently peacefully — disputed by Ratramnus and Paschasius Radbertus.

The passage of interest is:

Peos gerynu is **wedd** and hiw, cristes lichama is soðfæstnyss. Ðis wed we healdað gerynelice, oð þæt we becumon to þære soðfæstnyss, and ðonne bið þis wedd geendod. Soðlice hit is swa swa we ær cwædon cristes lichama and his blod, na lichamlice, ac gastlice.⁹³

The corresponding passage by Ratramnus says:

Et hoc corpus **pignus** est et species ; illud vero ipsa veritas. Hoc enim geretur donec ad illud perveniatur ; ubi vero ad illud perventum fuerit, hoc removebitur.⁹⁴

Thus we can see that Ælfric changes the emphasis of Ratramnus’ Latin. Ælfric’s translations are of course not necessarily literal. As Malcolm Godden points out in his commentary on this homily, Ælfric seems to have worked through Ratramnus’ text and selected and adapted main points according to his own argument.⁹⁵ But this change seems to be particularly significant. It will be necessary to take a closer semantic look at this passage in order to understand Ælfric’s method of adaptation and his theological thinking, in particular the three key terms *gerynu*, *wedd* and *hiw* in some detail.

Gerynu means ‘mystery’ or, as in this case, ‘the mysterious aspect of the sacrament’ by which the whole, incorruptible body of Christ is spiritually present in the Eucharist, which is physical bread that is torn apart, chewed and digested.⁹⁶ One of Ælfric’s arguments in this homily is that the change by which the Eucharist becomes Christ’s body is analogous to that undergone by a child when it is baptized: we do not see an outward change with our physical

⁹² *Books and Grace*, pp. 184–94 and ‘Ælfric’s *Sermo De Sacrificio in Die Pascae*’.

⁹³ Ed. Godden, *Ælfric’s Catholic Homilies* II, 154, ll. 154–7. ‘This mystery is a pledge and a symbol, Christ’s body is truth. This pledge we hold in a mysterious way, until we reach that truth, and then that pledge is completed. Truly it is, just as we said before, Christ’s body and his blood: not physically, but spiritually.’

⁹⁴ Ed. Bakhuizen van den Brink, *Ratramnus*, pp. 64–5.

⁹⁵ *Commentary*, p. 488.

⁹⁶ BT, s.v. *geryne*. Grundy, ‘Ælfric’s *Sermo De Sacrificio in Die Pascae*’, pp. 267–8.

eyes, but we have to perceive and understand with the eyes of the faith the change in substance.⁹⁷ This is the main event of the Eucharist for Ælfric. This is not in Ratramnus' original Latin, and is thus introduced by Ælfric to explain to his audience what is actually happening.

Wedd and *hiw* are direct translations of Ratramnus' *pignus et species*. To start with *hiw*: this is a word that is very difficult to render accurately in Modern English, due to the variety of its meanings. In his study of Ælfric's vocabulary in this homily, André Crepin points out that Ælfric uses *hiw* in his grammatical works to translate *figura* and *species*, as well as a couple of other Latin terms.⁹⁸ Earlier on, in his discussion of baptism referred to above, Ælfric says that the child's *hiw* remains unchanged, that is the external form, the surface is not affected — the change occurs at a 'deeper', spiritual level. But not only is it the outward form, it is in a way also the symbol for something that happens on another level, namely the spiritual transformation.

Lynne Grundy has argued that Ælfric takes on board the distinction made by Ratramnus between *veritas* (the empirical reality of bread and wine), which then on another level of reality is a *figura*, which can only be recognized by the 'eyes of the faith'.⁹⁹ This is precisely the distinction made repeatedly and explicitly by Ælfric between the physical aspect of the Eucharist (*lichamlice*), and the spiritual aspect (*gastlice*). This mystery, in the words of Grundy, is 'therefore the means by which the promise of resurrection with Christ, when he will be known in his human and divine natures, may be appropriated by the faithful'.¹⁰⁰ This mystery, the *gerynu*, is called a *wedd* and a *hiw* by Ælfric. It is a spiritual experience of a spiritual reality, a *figura* that points to a deeper truth behind it. Ratramnus uses *pignus...et species* in apposition to the *veritas* of Christ's body. This is rendered into Old English by Ælfric as *cristes lichama is soðfæstnyss*. *Soðfæstnyss* here means the immutable truth of the eternal Christ, of whom the Eucharistic body is one manifestation. This sacramental body is 'a promise or token for the future...a kind of covenant...still to be realized in the future life of the blessed with God.'¹⁰¹ But unlike in Ratramnus, it is not actually the Eucharistic body that is the 'promise or token', but the mystery by which the faithful understand one thing to be another.

⁹⁷ Ed. Godden, *Catholic Homilies II*, 153, ll. 100–16.

⁹⁸ 'Ælfric et les controverses sur l'eucharistie', pp. 69–70.

⁹⁹ 'Ælfric's *Sermo De Sacrificio in Die Pascae*', p. 268.

¹⁰⁰ *Books and Grace*, p. 190.

¹⁰¹ Grundy, 'Ælfric's *Sermo De Sacrificio in Die Pascae*', p. 268.

As has been stated above, Ælfric here literally translates Ratramnus' Latin term *pignus* — for which *wedd* is the common translation in, for example, glossaries.¹⁰² As stated before, *pignus* appears to have a very similar meaning to *wedd* in its sense of a physical pledge, but we have seen that in religious contexts, *wedd* could have more abstract connotations. Thus Ælfric employs the slight ambiguity in meaning to take the pledge to the spiritual, abstract level, not dependent on, but perhaps understood to be including, the physical bread and wine of the Eucharist.

Yet even if the term here is a translation, and thus not 'original' to Ælfric, it is an important word for interpreting Ælfric's conception of the Eucharist. In general, the Eucharist provides 'both the sacramental commemoration of Christ's death and the defining ritual participation of the individual in the community of the church'.¹⁰³ Therefore, the fact that *wedd* is a promise — or a symbol of this promise — of a specifically formal and legally binding kind serves to strengthen the efficacy of this promise in the mind of the audience, and underlines the strength of the promise made by God and symbolized by the bread and wine. This is further strengthened by the fact that Ælfric in fact refers to the mystery rather than the Eucharist itself as a pledge: it is that spiritual transformation which the faithful experience that expresses the promise. It is kept or held in a mysterious way, and will be completed when the individual achieves the perfect communion with God. In this case, therefore, it seems that we should understand *wedd* as an abstract promise. Thus Ælfric here subtly transforms Ratramnus' original explanation.

I have focussed on this homily by Ælfric as it is the most detailed exposition of Eucharistic theology in Anglo-Saxon England,¹⁰⁴ and in fact one of the very few discussions in general of this topic in the early Middle Ages. Ælfric mentions the Eucharist at other times, for example in a couple of his pastoral letters,¹⁰⁵ where his main point is again the distinction between the physical bread and wine and the spiritual significance of these. As we have seen, Ælfric is not the only one to use *wedd* in discussions of the Eucharist.

However, Ælfric's *wedd* as discussed above is different in sense from that of these other Old English homilies. Like Ratramnus, the homilists see the sacramental body as a physical pledge. Yet, as has already been emphasized, for Ælfric it is the mystery of the

¹⁰² See above, pp. 87–8.

¹⁰³ Magennis, *Anglo-Saxon Appetites*, p. 160.

¹⁰⁴ The rare nature of the discussions of complex theological issues, in particular in anonymous homilies, has been remarked on by Hill, 'Reform and Resistance', p. 21.

¹⁰⁵ In the 'Letter to Wulfsig': *Þæt husel is Cristes lichama, na lichamlice ac gastlice* (ed. Fehr, *Hirtenbriefe*, p. 30, ll. 7–8) 'The Eucharist is Christ's body, not physically, but spiritually.'; and in the 'Second Old English Letter to Wulfstan': *Ac on gastlicum andgite ægðer bið soðlice se hlaf his lichaman and þæt win eac his blod* (ed. Fehr, *Hirtenbriefe*, p. 184, ll. 1–4). 'And in the spiritual sense truly the loaf is likewise his body and the wine also his blood.'

transformation of the physical Eucharist that symbolizes the covenant with God. The mysterious understanding of the faithful, by which they comprehend that the physical bread and wine are only one level of reality, is the promise that they will reach the final truth that is the *soðfæstnyss*, the body of Christ. It is a symbol, or *hiw*, of this final understanding, which reflects back on itself: this mystery is a pledge, a pledge that men hold in a mysterious way until it is fulfilled: when they reach communion with God.

Ælfric's consistent emphasis on the spiritual reality, the *gastlic* level, ties in with this. Even more explicitly than Ratramnus, he keeps the reality which is indisputably there in the form of bread and wine completely separated from the spiritual understanding. One could of course be tempted to speculate that Ælfric is so careful to distinguish between these two levels in order to avoid hinting at a possible cannibalistic, very carnal dimension to the Eucharist. In fact, as Hugh Magennis has pointed out, Ælfric makes this very explicit when he says in an earlier passage of the Easter Day Homily that while the bread is mutable and corruptible, the Eucharistic body as one aspect of Christ always stays whole in its spiritual incarnation.¹⁰⁶ Again, this is partly in Ratramnus, but is partly expanded by Ælfric. But this may only be another aspect of Ælfric's adaptation of Ratramnus in this way, not the main reason. In general, Ælfric's aim was to explain the mystery of the Eucharist in a way that shied away from the literal interpretation of transubstantiation, but made the spiritual significance of the sacrament clear to his audience. To use Lynne Grundy's succinct expression, Ælfric 'seeks to describe the coinherence of earthly and spiritual perception', but he does so by separating the two in his explanation — there is the bread and wine, but it is just that: bread and wine. Only through the mystery of the sacrament can the spiritual reality behind it be recognized, and this understanding, rather than the physical objects one receives, is the promise of the greater truth behind it.

In the preceding discussion we have seen that Ælfric develops the theme of a spiritual reality and change in the Eucharist by reference to baptism. Although he does not call it a pledge, he points to the similarity of the change undergone by the baptized child to that of the receiver of the Eucharist. In both sacraments, the person undergoing the sacrament receives a pledge: through baptism, he is accepted into the Christian church and cleansed of sin. As Ælfric points out, the infant is not *physically* changed by the process, his *hiw* stays the same — as the bread and wine do in the Eucharist. In the Eucharist, the promise of communion in the Church is confirmed through the pledge.

¹⁰⁶ *Anglo-Saxon Appetites*, p. 162; the passage in Ælfric's homily is ed. Godden, *Catholic Homilies II*, 154, ll. 143–8.

There is, however, another way of looking at baptism. For this, it is necessary to return to Wulfstan. In his discussion of baptism, he approaches the sacrament from the other angle: in his interpretation, it is the person who receives baptism who thereby pledges to keep God's commandments. Wulfstan, possibly inspired by his knowledge of legal concepts, puts the onus on the man who is being baptized. In the 'Institutes of Polity', Wulfstan declares:

And þonne bið þæt fulluht, swylce hit **wedd** sy ealra þæra worda and ealles ðæs behates, gehealde, se ðe wille.¹⁰⁷

Thus Wulfstan seems to regard it as a visible expression of the individual's commitment to God and the faith. Particularly given what we have seen earlier concerning Wulfstan's view of society and the importance of fulfilling one's duties in both the secular and the religious sphere, this seems to be a deliberate choice of expression on his part. Jost adduces a quotation from Pirminius's *De Libris Canonicis* as the source:

Ecce qualis pactio et promissio vel confessio vestra apud deum tenetur.¹⁰⁸

The concepts referred to are the same, but where Pirminius uses the abstract 'agreement' and 'promise' as parallel terms, Wulfstan employs *wedd* in a way familiar from legal prose, regarding the ceremony of baptism as a formal act that makes a promise legally binding. Grammatically he expresses this by using *wedd* in the nominative, parallel to the baptism (*fulluht*), so that the promises (*behates*) and the words (*worda*) depend on the pledge. Wulfstan thus puts the onus of fulfilling the pledge of baptism on the one who is being baptized and emphasizes the commitment and responsibility he takes on by couching his commentary on baptism in distinctly legal terms. He reiterates the importance of being mindful of the promise several times when talking about baptism in his homilies:

...geðencan hwæt we behetan þa we fulluht underfengan.¹⁰⁹

¹⁰⁷ Ed. Jost, *Die Institutes of Polity*, p. 160, no. 229. 'And then this baptism is as if it were a pledge of all the words and all the promises, may he hold it who will.'

¹⁰⁸ Printed *ibid.* 'See how your agreement and promise or confession is bound before God.'

¹⁰⁹ Examples of this phrase (with minor variations) occur in his homily XIII and XX.3 (ed. Bethurum, *Homilies of Wulfstan* p. 226, ll. 21–2 and p. 275, ll. 193–4 (where the verb is *gelæstan*)). 'Remember what we promised when we received baptism.'

In general, Wulfstan talks about the importance of keeping the promise that was made in baptism, and the main point is expressed when he says: ‘he keeps the baptism who keeps God’s commandments.’ This seems to express a similar concern for what one might call ‘doing the right thing’, it is analogous to his exhortations that every man should keep his oath and pledge, as discussed in chapter 2. For Wulfstan, adhering to the worldly laws of the kingdom was equivalent to keeping to God’s commandments. In his thinking, both aspects serve to reinforce the other: the keeping of one’s oath and pledge, and the adherence to the laws of king and kingdom this implies is as much part of the duty of a Christian subject as following the laws of God. In homilies such as his famous *Sermo Lupi*, it is obvious that in Wulfstan’s view the breaking of both of these is what has contributed to the trouble the English people find themselves in. Conversely, Wulfstan makes the comparison the other way: baptism is not only a promise or pledge on God’s behalf, but is akin to an oath of loyalty to a secular lord. As discussed previously, I am arguing neither for nor against the existence of such an oath in whatever form, and I do not mean an actual, precisely defined ritual. It has more generally to do with the rights and duties of a subject: protection by his lord, and adherence to his decrees in return. Similarly, in baptism, the baptismal candidate enters the community of the Christian church – spiritual protection, if you will. And again, in return the ‘subject’ pledges to keep the commandments handed down by his spiritual ‘ruler’. I believe there are some patristic and orthodox precedents for Wulfstan’s way of thinking, but to me it highlights the cross-pollination of his legal and homiletic thoughts.¹¹⁰ In a way, their different treatments of baptism also showcase the differing concerns of Ælfric and Wulfstan: Ælfric explains, Wulfstan exhorts.

Thus we see that in interpretations of New Testament theology, Anglo-Saxon homilists also took recourse to legal language. However, in these cases it is not a matter of translation. Whereas the translators and glossators of the Old Testament used *wedd* to highlight the quasi-legal nature of covenants with God and thereby extended its meaning from ‘pledge’ to ‘agreement’, commentators on the sacraments of the Eucharist consciously introduced the ‘pledge-aspect’ to their interpretation of the sources. It is true that in the case of Ælfric’s treatment of the Eucharist, he *does* translate, but as argued in detail above, he changes the emphasis of the original. In the more common interpretation of the Eucharist by Anglo-Saxon homilists, the sacrament works more like an actual physical pledge, making it more reminiscent of the usage of pledges in legal agreements. As we have seen, even if authors were basing their homilies on Latin sources, this aspect was frequently introduced,

¹¹⁰ As highlighted by Wormald, ‘Holiness of Society’. See Spinks, *Rituals and Theologies*, *passim* for earlier examples of this way of looking at baptism.

presumably because it would have been meaningful to their audience who would conceivably have been familiar with transactions and legal interaction involving pledges from personal experience. Wulfstan's treatment of baptism works in the same way, in that he plays on the similarity he perceives between baptism and legal pledges, both in spirit and in the letter of the law. This also shows that the original sense of *wedd* also still played a part in theological discussions of Christian doctrine and existed alongside its extended Christian meaning in the same register.

Other uses of pledges

References to pledges also occur in relation to the Holy Ghost; there are a couple of examples of this. The first is a direct translation from Latin, in Wærferth's translation of Gregory the Great's *Dialogues*:

Forþon swa manige swa we onfoð þone halgan gast, se is **wedd** ure þæs ecan yrfewardnesse, we ne tweogiað na be þam life þara ungesewonlicra feana.¹¹¹

The same theme is taken up in Blickling Homily XII:

Weorþian we nu todæg þone tocyme þæs Halgan Gastes, se wæs of heofenum onsended, & þæm apostolum to frofre gehaten for þære miclan langunga Drihtnes framfundunga, & to **wedde** þæs heofonlican eþles, swa we on Godes bocum leornodan, þæt Drihten sylfa to his gingrum cwæde, ærþon þe he on heofenas astige, þonon he næfre won wæs þurh his godcundnesse miht.¹¹²

The reference through Gregory is ultimately to Eph. I. 14–15:

... signati estis Spiritu promissionis Sancto qui est pignus hereditatis nostrae in redemptionem acquisitionis in laudem gloriae ipsius...¹¹³

¹¹¹ Ed Hecht, *Übersetzung*, pp 261–2, ll. 29/261–1/262. 'Therefore, that multitude of us who receive the holy spirit, which is our pledge of the eternal inheritance, we do not doubt about the life of invisible joys.'

¹¹² Ed. Morris, *Blickling Homilies*, p. 131. 'Today we honour the coming of the Holy Ghost who was sent from heaven and promised as succour to the apostles because of their great grief for the departure of the Lord and as a pledge of the heavenly homeland, as we learned in God's book, that God himself said to his disciples before he ascended to heaven, from where he has never departed because of the power of his divine nature.'

¹¹³ '...you were signed with the holy Spirit of promise who is the pledge of our inheritance, unto the redemption of acquisition, unto the praise of his glory...'

The idea of the Holy Ghost as a pledge is thus not specific to the Old English language. However, the sense of ‘pledge’ here is very similar to that of the Eucharistic discussions, in that the Holy Ghost is something given (or sent) by God, regarded as a pledge of the heavenly homeland. We have already seen that the interpretation of religious concepts in terms of legal agreements seems to have been usefully exploited by Anglo-Saxon homilists, so this orthodox interpretation of the nature of the Holy Ghost would have been easily accommodated in their way of thinking.

There is one other religious context in which *wedd* occurs, once again employing its meaning of a ‘physical pledge’. This is in the context of the theme of the Last Judgement. There are two homiletic examples of a Judgement Day scene where pledges are mentioned, and *wedd* is also used in this way in the poem *Elene*.¹¹⁴ One instance occurs in an anonymous homily for Rogationtide:

Ponne cwyð se eca Cyning to anre gehwylcum, “Men ða leofestan, sege me hwæt geþohtest þu oððe hwæt gecwade þu oððe hwæt gedydest þu on þinum life. Syle **wed** be þysum eallum þe ic for ðe dyde and for ðe þrowude.” Ponne andswarað se man urum Drihtne and cwyð “Næbbe ic ænig wed to syllene buton mine sawle.”¹¹⁵

Charles D. Wright has identified a possible source for this passage, in a manuscript now in Karlsruhe in Germany:¹¹⁶

Oportit enim nos timere verbum domini quod locutum fuerit in die iudicii ad omnes homines; tunc dicit homini: quid fecisti? quid ambolasti? quid cogitasti? quid vidisti? quid dixisti? da mihi hodie **aream**. Tunc respondit homo: domine non habeo aream nisi animam meam.¹¹⁷

¹¹⁴ Because of the similarity in usage I include the discussion of *wedd* in *Elene* here, rather than in the following chapter on poetry.

¹¹⁵ ‘Then the eternal king says to one of them: “Dearest man, tell me what you thought or what you said or what you did in your life. Give (me) a pledge for all those things that I did and suffered for you.” Then the man answers our Lord and says: “I do not have any pledge to give but my soul.”’ Ed. Bazire and Cross, *Rogationtide Homilies*, p. 51.

¹¹⁶ Wright, ‘The Pledge of the Soul’, p. 23.

¹¹⁷ Printed *ibid.* ‘For it is proper for us to fear the word of the Lord which will be spoken on the Day of Judgment to all men, then he says to men: What have you done? Where have you wandered? What have you thought? What have you seen? What have you said? Give me a pledge now. Then the man responds: Lord, I do not have a pledge except my soul.’

It is evident that the dialogue has been adapted somewhat in the Old English, as the number of questions has been reduced to three, but the important word here is ‘aream’ which, according to the editor of this homily, de Bruyne, should read ‘arram’ from ‘arr(h)a’ – pledge.¹¹⁸ However, while *arrha*, like *pignus*, can be translated as ‘pledge’, the meaning is actually somewhat different. It is worth quoting the definition given in Lewis and Short’s *Latin Dictionary*: ‘*arrha* is part of the purchase-money, while *pignus* is a pledge to be restored when the contract, for security of which it is given, has been performed’.¹¹⁹ The main translation they give is ‘the money given to ratify a contract’. In this case, *arrha* would be something like an advance payment or a deposit, or more specifically earnest money. As argued in chapter 2, a *wedd* was frequently given to ratify an agreement. From what we can establish from the law-codes and charters, Anglo-Saxon law would not have differentiated between *arrha* and *pignus*, in the sense that what *arrha* appears to have meant did not exist. Therefore *wedd* would probably have been the most appropriate choice for translating *arrha*. However, it is interesting to note that in this case the pledge is given for something that has already happened: a pledge for the ‘things I did for you and suffered for you.’ As has been stressed repeatedly, a pledge was usually related to a promise of future behaviour, and the use of *wedd* (as indeed that of *arra* in the original) therefore seems unusual here, although it is in keeping with the sense of *wedd* as an object given as a pledge. If the Latin version quoted above is indeed the direct source for this homily, it seems conceivable that the Old English translator translated *arra* correctly in principle, but did not appreciate the awkwardness of its use in this context.

However, there is a possible explanation for this rather awkward translation. Neither de Bruyne nor Wright seem to have realized that there exists a latinized form *arreum* from OI *arr(a)e* (*arra* in later orthography) in the *Canones Hibernenses*.¹²⁰ This is the verbal noun of *ar-ren* ‘pays for, pays instead of’ and the various senses in which later glossators interpret it ‘equivalent, substitute, price, salary’ are all derived from this primary meaning.¹²¹ In their English translation of the canon, Bieler and Binchy use ‘commutation’. Given the decidedly Irish background of the Karlsruhe manuscript,¹²² it seems quite possible that this rare word occurred here, and was misunderstood by the Anglo-Saxon translator (as well as the modern

¹¹⁸ De Bruyne, ‘Fragments retrouvés’, p. 327.

¹¹⁹ Lewis and Short, *Latin Dictionary*, s.v. *arrha*.

¹²⁰ Ed. Bieler, in particular the section *De arreis*, pp. 162–6. I have to admit that I would not have noticed this either. I owe this reference entirely to Dr Paul Russell, and am very grateful that he brought this Hiberno-Latin word to my attention.

¹²¹ See the discussion of the term and its function in Irish law by Binchy in *The Irish Penitentials*, ed. Bieler, p. 50.

¹²² As set out by Wright, ‘The Pledge of the Soul’.

commentators) as the more common *arr(h)a*. Whatever precise meaning *arreum* therefore might have had, one might want to settle on ‘substitutional payment’ of some kind as a general underlying meaning. This seems to make a lot more sense in the context of the Judgement Day dialogue than the more narrowly defined pledge. Thomas Hill, in his discussion of some Frisian legal terms, has noted the unusual use of *wedd* in this context, finding it difficult to define ‘exactly what it means to speak of the soul as a *wed*’.¹²³

This is further borne out by the fact that other homilies treating the theme that some sort of payment or offering is required by God or Christ at the Last Judgement use terms other than *wedd*: one uses *edlean* ‘payment’, the other *lac* ‘offering’:

And ne bit he us nan oðer **edlean**, butan þæt we ure sawle swa clæne agifan, swa he hi ær gesceop and us befæste.¹²⁴

Þonne æfter þissum wordum þus gesprecen onginneð se heofonlica Scyppend acsian ealle eorðbuende hwæt he him to **lacum** brohton.¹²⁵

In the case of the latter, the offering is not even specified, so may actually refer to the good deeds themselves that one should offer to God in a way rather than the soul as security.¹²⁶ It seems clear that these are all variations on the same theme, even though the ultimate source is not necessarily discoverable.¹²⁷ But this is not all that important, as Malcolm Godden once said: ‘Homilies borrow not merely ideas but previously formulated expressions of ideas, sometimes just a sentence and sometimes a whole passage. These expressions are adapted to suit the context and the interests of the individual homilist, but the sense of a traditional or established way of expressing a particular idea in the vernacular is respected and valued.’¹²⁸

The second excerpt comes from another anonymous homily, this one on the holy sabbath:

¹²³ Hill, ‘Two Notes’, p. 177.

¹²⁴ Ed. Assmann, *Angelsächsische Homilien*, p. 166, ll. 63–5. ‘And he asks us for no other payment except that we should give our souls as cleanly as he had previously made them and entrusted them to us.’

¹²⁵ Ed. Fadda, *Nuove omelie anglosassoni*, p. 49, ll. 71–3. ‘Then, after these words having been spoken, the heavenly Creator begins to ask all earth-dwellers what they brought him as offerings.’

¹²⁶ Thus Wright, ‘The Pledge of the Soul’, p. 24 and p. 29, n.15, citing Tristram, *Vier altenglische Predigten*, pp. 291–2.

¹²⁷ See Wright, ‘The Pledge of the Soul’, pp. 24–5 for further parallels on the theme.

¹²⁸ ‘Penitential Motif’, p. 222.

Ne magon we æt Domesdæge, þonne ure Drihten geldeð æghwylcum anum men æfter his sylfes gewyrhtum, na hwæðer ne gold ne seolfor for us syllan, ne nænige woruldspeda. Ac we þonne þæt deoreste **wed** ageofan sceolon, manna gehwylc, his sylfes lichaman 7 sawle.¹²⁹

Similar to the previous example, the pledge here consists of each man's 'body and soul'. There is a slight difference in emphasis, in that the pledge is here not given for past deeds, but neither it is clearly proleptic: the man is not promising to do something in the future, but it seems to be the case that he is trying to influence God's judgement, so once again the use of a term like *lac* or *edlean* might have seemed more appropriate on the face of it. Of course, it is as always difficult to argue how exceptional this usage is, due to the limitations of the corpus. However, as has been established by the preceding analysis, there are no other instances of this sense of *wedd* as a form of payment.

There is, however, another example: *wedd* occurs in the same context in the epilogue of Cynewulf's poem *Elene*. While the poem itself ostensibly deals with the story of the finding of the True Cross by Helena (or Elene), the mother of the emperor Constantine, the epilogue is strongly penitential, as is common for Cynewulf's poems.¹³⁰ Of course, the same can be said for the homilies, in that the intention of the homilists was to exhort their audience to repent. The passage from *Elene* reads:

Sceall æghwylc ðær
reordberendra riht gehyran
dæda gehwylcra þurh þæs deman muð,
ond worda swa same **wed** gesyllan,
eallra unsnyttro ær gespreccena,
þristra geþonca.¹³¹

First of all it is interesting that we find here again the triad of 'thought, word and deed' that we saw in the first homiletic example. Cynewulf, of course, does not specify what the *wedd* is supposed to be, but he seems to be drawing on a traditional theme also used by the

¹²⁹ Ed. Evans, 'Anonymous Old English Homily', p. 142, ll. 351–3. 'On the Day of Judgment, when our Lord repays each man according to his own deeds, we will not be able to give gold or silver on our behalf, nor worldly goods. But we shall give that most valuable pledge, each man his own body and soul.'

¹³⁰ Rice, 'The Penitential Motif'.

¹³¹ *Elene* 1281b–86a (ed. Gradon, *Elene*, p. 74). 'There every man shall hear the truth about all his deeds through the mouth of the judge, and give his word and also a pledge for all those unwise things he had said earlier, vain thoughts.'

homilists. This gains additional interest given how rarely *wedd* is used in poetry, as will be discussed in the next chapter. However this sense of *wedd* appears limited to this motif of the soul at Judgement Day. Of course, the collocation of *word* with *wedd* is familiar from the word-pairs of legal prose. While the tripartite connection already mentioned may be Cynewulf's most direct influence here, it is further possible that he is also employing the legal word-pair: *wed* here stands for 'deeds', and as we have seen this opposition to *word* was part of its function in the legal word-pair. And in this case, the alliteration of the two words may have been particularly useful for Cynewulf in the composition of the poem.¹³²

However, as far as I am aware these are the only three instances in Old English literature in which *wedd* is used in this way. Wright refers to Bosworth/Toller in saying that *wedd* is a gloss for *arra*.¹³³ This is true, but it occurs in this form only once, in a glossary printed by Kindschi:

Pignus **wed** 7 alæned feoh.

Arra gylden **wedd** 7 feoh.

Arrabona 7 *arrabo* **wedd** 7 wedlac.¹³⁴

This is part of a class glossary in Old English, dealing with legal terms. The glosses are probably based on Isidore's *Etymologiae*, V. xxv dealing with property (*De rebus*), though the gloss for *arrabona* is from IX.vii, on marriages (*De coniugiis*). We have encountered *wedd* as a gloss for *pignus* before, and as discussed at the beginning of this chapter, the words seem to have been largely equivalent in meaning. 'Alæned feoh' highlights the fact that a *pignus* was meant to be returned — which, incidentally, is an aspect of *wedd* that is not clarified in the law-codes: we are never told what happens to the *wedd* after it has been given. And this is very difficult to infer, as it is not even clear to what extent the *wedd* was verbal or a physical object. At any rate, the gloss for *arra* is slightly more problematic, as this appears to be the only time this word appears in glossaries. The qualifying adjective *gylden* is rather difficult to explain: there is no equivalent term in Isidore's explanation. The *DOE* therefore speculates that it may mean 'a pledge paid in gold'.¹³⁵ Without further contextualization of the origin of this particular gloss, this question must remain open. The translation of *arra* by *wedd* itself

¹³² The unusual use of pledge-giving in this instance seems to have been noticed by Éamonn Ó Carragáin, 'Cynewulf's Epilogue', p. 190, who translates the phrase *wed gesyllan* idiomatically as 'to take responsibility'. This may refer back to Gradon's glossary entry in her edition of *Elene* where she translates *wed gesyllan* as 'be responsible for' (Gradon, *Elene*, p. 110, s.v. *wed*).

¹³³ 'The Pledge of the Soul', p. 29, n. 12; cf. B-T, s.v. *wedd* I.

¹³⁴ Ed. Kindschi, 'The Latin-Old English Glossaries', p. 65.

¹³⁵ s.v. *gylden*, 1.h.

does make sense: as has been stated before, Anglo-Saxon law did not have a concept equivalent to *arra*, but *wedd* would have been close in function and meaning. Thus, as stated earlier, the translator of the Rogationtide homily was technically correct, but he misidentified the Latin word in question. However, this may partly have been influenced by the fact that the meaning or meanings of *wedd* adduced in the preceding discussion are not inconceivable here: after all, the pledge is still given as a token of something else. The main difference, which seems to stand in contrast to the way *wedd* is used in legal prose and in relations to religious covenants and sacraments, is that the pledge here is not given for something to be done in the future but for an event that has already happened. The argument that this is based on a mistranslation does therefore seem plausible, although as needs to be always borne in mind, the existence of this shade of meaning of *wedd* should not be denied just because it does not occur elsewhere, due to the small size of the corpus under investigation.

It seems that the theme of the ‘pledge of the soul’ gained at least a limited sort of currency, as it appears in another homily and in *Elene*, both of which appear to derive less directly, if at all, from the Latin source. In these cases, a *wedd* is given for something that has already happened, not for future behaviour. As has been pointed out before, this sense does not occur anywhere else, and it does not seem to be inconceivable that it is based ultimately on an error of translation.

Conclusion

Thus we can see in summary that translators of Old English religious prose (which I use in the broadest sense here) in part consciously echo the legal language. I believe that an argument can be made that this reflects the influence of Christianity on the language, which required the expression of alien concepts in the language of the new and future converts. As has already been hinted at briefly, it is generally accepted that the biblical covenants between God and men (and indeed other covenants in non-Christian semitic religions) were modelled on legal contracts between human parties. This may seem obvious, but it is important to bear in mind the numinous nature of a legal agreement with a deity which implies that it was not a simple development but required a certain amount of mental flexibility. Furthermore, legal expressions must have carried a certain cachet in and of themselves, and would in that respect have been appropriate to their new elevated function.

I would like to propose that it was partly the use of *wedd* in the sphere of Christian covenants that was responsible for the broadening of its meaning. As we have seen in the

previous chapter, a *wedd* originally denoted an object that was given as a pledge. Although its function becomes slightly less distinctively defined in the course of written Anglo-Saxon law, its original meaning can be detected even in instances which seem to refer to the agreement in general. And the point is that there was no other single technical legal term in the more abstract sense of ‘agreement’ — which would become a ‘covenant’ in religious contexts. The word *wær* existed in this sense (as I have discussed above and will return to in the next chapter on poetic pledges and agreements), but it does not feature *at all* in legal language.¹³⁶ Therefore it would not have been a useful term to frame the Christian concept of covenant, as it did not carry the weighty connotations of legal terminology. What we can see at work in some of the translational doublings is therefore a certain element not of uncertainty as to the meaning of the Latin, but of a trial of appropriate Old English terms. *Wedd* is the obvious translation for Latin *pignus*, but not necessarily for *foedus* and *pactum*. I have touched on the wide and rather imprecise range of meanings that a number of Latin terms have had in medieval sources before. So while *foedus* and *pactum* could have incorporated the sense of *wedd*, I am more interested in the development on the other side of the translational equation.¹³⁷ As has been and will be argued, there are frequent occasions when *wedd* is actually a deliberate and precise lexical choice, if one accepts its underlying meaning of ‘pledge’ and the proleptic associations that come with it. However, *wedd* also takes on the meaning of (in the sense that it translates) the more abstract *foedus* and *pactum*, a development that can be attributed to its legal origin. As we have seen above, *wedd* ultimately becomes the dominant term in reference to Old Testament covenants, and to liturgical sacraments such as the Eucharist and baptism.

I am aware of the dangers of this argument: as has been made explicit, the meaning of *wedd* in the law-codes is somewhat more fluid than I have allowed for in the preceding argument. Indeed, as has been stated in the discussion of the ‘earliest’ occurrences of *wedd* in the law-code of Ine, the meaning of *wedd* is even at this stage not limited to a pledge as a physical object. As pointed out at the beginning of the investigation, ‘earliest’ and ‘this stage’ refers to Ine’s regnal dates, not to the date of the surviving manuscript. Therefore, even if we accept Wormald’s supposition that Ine’s law-code has come down to us largely as it stood at least in Alfred’s time, some interference in the (at least) one and a half centuries between those two kings cannot be ruled out. On the other hand, the meaning of *wedd* in Ine 13 does not correspond to *foedus* or *pactum*. It retains the sense of ‘pledge’ but is unlikely to refer to a

¹³⁶ A point borne out by its absence in Liebermann’s *Wörterbuch* (although the adverbial derivative *wærlic* is employed, as in Af 1).

¹³⁷ I am grateful for the advice of Helen Foxhall Forbes on the matter of Latin semantics in this case.

physical object. Thus, it shows once again the impossibility of making absolutely definitive and precise statements about word meanings, and at the same time demonstrates that while we can to a certain extent reconstruct the intention of these legal procedures, their exact nature is extremely difficult to pinpoint.

Nonetheless, the use of *wedd* in religious prose allows us to see the two shades of meaning of the word: firstly, it is used like in the law-codes, that is as a pledge given by one party to another as a symbol of a promise that will be fulfilled (or indeed be ongoing) in the future. Thus the New Testament concepts of the Eucharist and the Holy Ghost are interpreted in this manner, as promises by God to mankind that they will reach the heavenly kingdom in the future. Both these concepts also highlight the overlap between a concrete object given as a pledge and a more general kind of promise and agreement made to the same effect. And in a way, this issue is brought out by Ælfric's discussion of the Eucharist. While his main concern is transubstantiation (whether or not he conceived of it in those terms), his main unique point is that it is not the physical object that is the pledge, but the mystery inherent in the sacrament of the Eucharist. Of course, this mystery is still a pledge rather than a covenant (that is the mystery is a symbol of the promise made by God) but it shows a tendency in thought to move from the concrete to the abstract. However, as has already been pointed out, this mostly shows Ælfric's sophistication: as we have seen in the examples from anonymous homilies, most commentators regarded the Eucharist itself, rather than the mystery associated with it, as the pledge. A similar way of thinking was employed in discussions of the Holy Ghost. While the Holy Ghost is of course nothing concrete in the narrow sense of the word, it is still important to recognize that *wedd* still refers to something given as a pledge.

The more abstract sense of *wedd* which has been emphasized in the preceding discussion in particular in relation to glosses and translation literature is more explicit in this type of text than it is in the legal prose. Due to the limitations of the corpus, it is not entirely possible to trace the development of the semantic range of *wedd* in the surviving texts, but I have already speculated on possible explanations. At any rate, it is clear that in religious prose *wedd* is the dominant term employed to describe agreements of any kind, incorporating the meanings of a number of Latin words. It is of course necessary to recognize the danger inherent in making such an argument based on the absence of other terms in a comparatively small corpus of writings, but the consistency with which the term is used in bible translations and commentary seems to allow these conclusions to be drawn.

CHAPTER 4: PLEDGES IN OLD ENGLISH POETRY

In the preceding analysis, we have established the connotations of *wedd* as a technical legal term, and its use in religious prose. An example of pledge-giving from the poetic corpus was discussed at the end of the last chapter because it seemed to show a clear connection with the way *wedd* was used in a specific context in several homiletic writings. Nevertheless, it seems warranted to treat the analysis of the use of PLEDGE words in poetic language in a separate chapter. The *a priori* assumption that poetic language differs significantly from the language of prose in terms of thematic concerns and lexical choices will be borne out by the investigation. Of particular interest will be a comparison of the poetic adaptations of books of the Bible with the more literal translations discussed in the previous chapter. In general, an analysis of the use of pledges and PLEDGE words in Old English poetry is necessary to give us a fuller picture of the word field as a whole.

There is only a handful of occurrences of *wedd* in Old English poetic language, which seems to underline its nature as a specifically legal term. However, to obtain a reasonably complete picture of its range of meanings, we will have to investigate those few instances in which it occurs, and briefly comment on other words used to express similar concepts in Old English poetry. As a preliminary remark, it is noteworthy that even the reasonably faithful poetic adaptations of Old Testament books — which, as we have seen, frequently made reference to God's covenants — employ a different terminology: the main words are *wær* and *treow*.¹ There seems to be a different word field or network of OE poetic terms also involving *sibb* and *hyldu* among others. A detailed investigation of this word field far surpasses the scope of this investigation, so as in the investigation of the law-codes, these words will be discussed as and when the need arises.

An obvious starting point for the investigation of poetry are the poetic renderings of the Old Testament books *Genesis* and *Exodus*. As we have seen, the covenant or *wedd* is an integral part of their narrative and thus occurs frequently throughout the prose translation. At first sight, it is therefore strange that the word occurs only on two occasions in *Genesis*, only once referring to a promise by God to Abraham. However, as already pointed out, the *Genesis* poet employs both *wær* and *treow* in the corresponding translations of Latin biblical verses where the prose translation uses *wedd*. We find the familiar collocations with the words *sellan* and *gelæstan*. Thus, for example, God gives a pledge to Noah before the Flood:

¹ *Treow* is usually translated 'faith' but its meanings also include 'truth', 'loyalty', 'fidelity', 'belief' and 'an assurance for faith', see BT, s.v. *treow*.

Ic þe þæs mine, monna leofost,
wære gesylle, þæt þu weg nimest
and feora fæsl þe þu ferian scealt
geond deop wæter dægrimes worn
on lides bosme.²

This corresponds to the Latin *ponamque foedus meum tecum* and the prose version *ic sette min wedd to þe*.³ This is the first covenant mentioned in the poem: a few lines before, God is described as *wærfæst metod* ('faithful Lord'). A number of scholars have adduced 'covenants' and 'loyalty' as the major themes of *Genesis A* (which should not be surprising, given that these are integral parts of the biblical narrative). Thus the poem starts off with a description of the fall of the angels who are described as *wærlogan* ('covenant-breakers') — their sin is pride and disloyalty to their lord. The theme is later taken up in reference to the children of Seth who are referred to in identical terms to the fallen angels. On the other hand, God, as we have seen, is described as *wærfæst*, and the loyalty of the patriarchs Noah and Abraham is highlighted by repeated emphasis on God's covenants.⁴

After the Flood, God promises Noah:

Ic eow **treowa** þæs
mine selle, þæt ic on middangeard
næfre egorhere eft gelæde,
wæter ofer widland.⁵

In this case, the Latin reads *statuam pactum meum vobiscum*, while the prose once again uses *wedd: ic sette min wedd to eow*.⁶ The words *treowa* and *wær* seem to be used as interchangeably as the Latin terms *foedus* and *pactum*, as discussed above. Once the *Genesis*-poet employs *treowræden* (this is God speaking to Abraham):

² *Genesis A* 1328–33 (ed. Doane, *Genesis A*, p. 143). 'I give you my pledge, dearest of men, that you go your way with the progeny of many beings that you shall bear over the deep water for many days in the bosom of your vessel.'

³ Gen. VI.18. See above, p. 88 and n. 62.

⁴ McKill, 'The Artistry', pp. 121–6; Lucas, 'Loyalty and Obedience'.

⁵ *Genesis A* 1535–38 (ed. Doane, *Genesis A*, p. 153). 'I give you my covenant that I will never again cause a flood on this earth, water over the wide land.'

⁶ Gen. IX. 9. The Old English is ed. Marsden, *Old English Heptateuch*, p. 24.

Leofa, swa ic þe lære, læst uncre wel
treowrædenne!⁷

The prose translation is *ic sette min wed betwux me and þe*.⁸ It is clear that in all of these instances *wær* and *treow* fulfil the same lexical function as *wedd* in the prose usage: the expressions are familiar both from technical legal prose and the biblical prose translations surveyed in the previous chapter. As hinted at in the introduction to this section, *wedd* is used only five times in the corpus of Old English poetry, whereas *wær* and *treow* (in the sense of ‘covenant, treaty’) do not occur in prose. There seems to be a clear distinction between the lexical choices of the different registers.⁹ The similarity in the syntax of prose and verse translations, with the main difference being the translation of *foedus* and *pactum* respectively, highlights this fact.

A few passages in *Genesis* deserve more detailed attention. The first one I want to discuss is ll. 2363–9, where God says to Abraham:

[Ic]... him [Isaac] soðe to
modes **wære** mine gelæstan,
halige **higetreowa**, and him hold wesana.¹⁰

Most editors emend the verb to *gelæstan*, which is understandable in light of the frequent collocation of this verb with pledges and oaths in the corpus of Old English. Doane, the most recent editor of the poem — who explicitly states his policy of deviating from the MS readings as little as possible — defends *gelætan* (translating it as ‘grant’, ‘make over’) as the intended translation of the Latin *statuam* (XVII.21) and *constituam* (XVII.19), stating that *gelæstan* ‘fulfil’ is ‘not what God says’.¹¹ In one of the examples above, we have seen the poet use *sellan* as a translation for *statuere*, and in an example discussed below we actually find the collocation *wære gelæstan*, so the argument could work both ways: usually the poet appears to use verbs commonly associated with the giving of pledges, thus strengthening the case for *gelæstan*. Furthermore, *gelætan* does not appear elsewhere in Old English poetry. *Halige higetreowa* varies *modes wære*, thus both covenant terms are used by the poet here for

⁷ *Genesis A* 2307–8 (ed. Doane, *Genesis A*, p. 191). ‘Dear one, as I teach you, keep our covenant well!’

⁸ See above, p. 89, for Gen. XVII.19.

⁹ See more generally Godden, ‘Literary Language’, in particular pp. 497–99.

¹⁰ Ed. Doane, *Genesis A*, p. 193. ‘I shall truly keep my covenant of spirit with him, the holy truce of the mind, and be faithful to him.’

¹¹ *Genesis A*, p. 308.

the sake of variation. Of course, if the verbal phrases are meant to work in the same way, a case could be made for *gelæstan* as being closer in meaning to *hold wesan* ‘be loyal’. However, the conjunction *and* might in fact work to separate and semantically differentiate the verbs from each other (it would not have been necessary syntactically, as appositive elements could be connected by grammatical agreement),¹² in which case *gelætan* might be defensible. Overall, an emendation to *gelæstan* seems preferable. Doane further suggests that *higetreowa* and *modes wære* signify a new type of covenant with Isaac, one that is spiritual and ‘prophetic of the Christian promise’ rather than carnal like the ones with Noah and Abraham.¹³ This is not indicated in the prose translation, which uses the familiar ‘ic sette min wed to him’. The giving of a pledge by God is repeated a few lines later, in reference to the circumcision as a sign of this. Both prose versions, Latin and Old English, render this in different terms, but the *Genesis*-poet varies *wær* and *treow* here. Abraham is described as

wære gemyndig,
gleaw on mode, ða him god sealde
soðe **treowa**, and þa seolf onfeng
torhtum tacne.¹⁴

Again, it seems that *wær* and *treow* are used interchangeably, for the sake of poetic variation. Abraham’s loyalty is emphasized by the description of him being *wære gemyndig*. The circumcision is described as a *tacen*, a sign or symbol of the covenant. We have seen the rainbow referred to in similar terms in religious prose, so the meaning of the terms *wær* and *treow* is clearly that of ‘agreement’.

In the discussion of the prose translation of Genesis, we have had occasion to look at verse XVII.4: *Ic eom and min wed mid þe*.¹⁵ In the poetic version, the poet expands the dense statement to have God say:

Ic þa wære forð
soðe gelæste, þe ic þe sealde geo
frofre to **wedde**, þæs þin ferhð bemearn.’¹⁶

¹² On variation see for example the brief opening remarks by Robinson, *Beowulf and the Appositive Style*, pp. 3–5; and his ‘Two Aspects of Variation’.

¹³ *Ibid.*, with references to Galatians.

¹⁴ *Genesis A* 2374b–77a (ed. Doane, *Genesis A*, pp. 193–5). ‘...mindful of the agreement, wise in mind, when God gave him a true covenant and he himself received the bright/glorious token.’

¹⁵ See above, p. 89.

Thus God seems to say that the covenant he gave to Abraham was a pledge of comfort, which seems to add a second layer to the giving of pledges. We have seen that except for the lexical substitution of *wedd* for *wær* and *treow* respectively, the syntax of the poetic expressions has been very close to that of legal prose. Here both verbs *sellan* and *gelæstan* are used, but referring respectively to the different layers. I would suggest that this kind of ‘double-pledging’ is intended to emphasize the future or proleptic nature of the covenant. The promise or pledge was given at a specific point in time, to offer comfort to Abraham, but God is saying that he will continue to fulfil the covenant. Thus the promise is ongoing, and so is the comfort it provides. This is also an elegant way of expanding the dense numinous statement of the original prose version: ‘Ic eom’ as a simple statement without complement emphasizes God’s timelessness;¹⁷ the poetic version adapts this to stress the continuous nature of God’s promise to Abraham.

The final couple of instances I wish to discuss come from a passage that actually deviates from the fairly close paraphrase of the biblical narrative, namely the ‘free and vigorous rendering of Abraham’s martial exploits in Genesis 14’, relating a battle between four gentile kings and five kings allied to Sodom and Gomorrah, the capture of Lot and his recovery by a band of warriors led by Abraham.¹⁸ Orchard and others have drawn attention to the heroic language employed in this episode by the poet, which allows comparison on this basis to other, more explicitly heroic, Old English battle poetry such as the *Battle of Maldon* or the *Battle of Brunanburh*.¹⁹

After the capture of Lot,

Abraham sealde

wig to **wedde**, nalles wunden gold,

for his suhtrigan.²⁰

Once again, this has been seen as typical heroic behaviour on Abraham’s part, eliciting comparisons with Byrhtnoth from *Maldon* in particular in his determination to give war, not

¹⁶ *Genesis A* 2309–11 (ed. Doane, *Genesis A*, p. 191). ‘I will henceforth truly keep the covenant, that I gave to you long ago as a pledge of comfort, when your spirit mourned.’

¹⁷ It might also echo the Tetragrammaton (usually transliterated as ‘Yahweh’) of Ex. III.14–15.

¹⁸ The quotation is by Orchard, ‘Conspicuous Heroism’, p.120.

¹⁹ See also Godden, ‘Biblical Literature’, p. 210; Griffith, ‘Poetic Language’, p. 168; and already Hönncher, ‘Quellen’.

²⁰ *Genesis A* 2069b–71a (ed. Doane, *Genesis A*, p. 179). ‘Abraham gave battle as a pledge, not at all twisted gold, for the sake of his cousin.’

gold, as a pledge.²¹ In an article that argues for the existence if not composition of a version of *Genesis* in the Alfredian court circle, Heide Estes translates this phrase as ‘Abraham gave battle as tribute’.²² This translation appears to be slightly tendentious, as she tries to connect the action of the poem’s protagonists to the tribute payments to the Vikings in Alfred’s time. There is certainly no other instance in the entire corpus of Old English where such a translation might be warranted. J. E. Cross, following Grein/Köhler’s *Sprachschatz der angelsächsischen Dichter*, translates *wedd* as ‘ransom’.²³ This translation would also be unique but it is possible to interpret it in this way: the *wedd* is what Abraham offers in order to free Lot — only it is not an object, but ‘battle’, and thus a metaphorical pledge. However, the syntax of the phrase is somewhat curious. *Sellan to wedde* poses no real problems, but we would expect an indirect object: SELLAN X [direct object/accusative] Y [indirect object/dative] TO WEDDE, as in the example discussed above. Yet in this case, both *wig* and the grammatically analogous phrase *nalles wunden gold* are in the accusative, and the contrast between the two objects is employed to emphasize Abraham’s heroic nature. It is clear that the *wedd* is given in order to help his kinsman (*for his suhtrigan*). Thus a translation of ‘Abraham gave battle as a pledge’ is surely correct. The syntax is unusual, but we have seen this expression in S 1448a.²⁴ The poet may be consciously playing on the customary language of legal agreements, as discussed in chapter 2. The giving of money or treasure as a pledge for something would have been common, as we have seen. While it is of course questionable to what extent the world of Old English poetry reflects Anglo-Saxon social reality, it is certainly conceivable that the poet of *Genesis* chose to take recourse to the legal language to emphasize the commitment that Abraham makes.

It is in this passage that we find further mentions of treaties between two equal (or at least non-divine) parties, namely between Abraham and Abimelech. Once again, the poet uses both *wær* and *treow*:

Ic þe bidde nu,
 wine Ebrea, wordum minum,
 þæt þu tilmodig **treowa** selle,
wæra þina, þæt þu wille me

²¹ Raw, *Art and Background*, p. 82; Cross, ‘Ethic of War’, pp. 269–70; Zimmermann, *Poetic Manuscripts*, pp. 54–5.

²² ‘Abraham and the Northmen’, p. 5.

²³ Cross, ‘The Ethic of War’, p. 269; Grein-Köhler, s.v. *wedd*. Cross sees this as an instance of ‘just war’ in Old English literature.

²⁴ See above, p. 68.

wesan fæle freond fremena to leane.²⁵

Doane gives the additional meaning of ‘assurances’ (in inverted commas) for *wær* here, though there is no syntactical or contextual reason for this. He also argues that the sequence of subordinate clauses following the headword *bidde* could be modelled on the syntax of the Latin original, showing the poet’s intention to stay close to the original.²⁶

The variation of the two terms should be familiar. *Wær* is repeated a few lines later in an established context when *Abraham Abimelhe wære sealde þæt he wolde swa*. This renders the Latin *ego iurabo* — however, the Old English does not refer to the swearing of oaths but to the giving of a pledge (which contrasts with the legal agreements in *Beowulf*, as argued below). The prose version states that Abraham gave *lac* (in this context probably ‘a gift or favour’), so the *Genesis*-poet may deliberately echo the language of the divine covenants mentioned earlier in the poem.

In conclusion, an investigation into the pledges of *Genesis A* shows the problems inherent in semantic investigation of poetry: the needs for alliteration and variation often blur distinctions in word meanings. We have seen that the prose translator(s) of *Genesis* consistently use *wedd* to render both *foedus* and *pactum*, whereas the *Genesis*-poet employs *wær* and *treow*, as well as the compound *treowræden*. The fact that the two words often occur close to each other shows that in their poetic sense, at least for this poet, they were for the most part interchangeable.²⁷ What we can say is that the poet uses different words for ‘pledge’ than we have found in the prose. On the face of it, this is surprising, particularly given that *wedd* is employed with considerable consistency in the prose translations, and indeed throughout the entire prose corpus.

Another problem is the polysemy of some of the Old English terms discussed above.²⁸ *Treow*, for instance, has a fairly wide range of meanings: we have noted its use as a variation for *wær*, and more generally it means ‘loyalty’ or ‘faith’.²⁹ It is in this meaning that it is used in several instances in *Genesis A*, usually in collocation with *hylde*. One example is:

²⁵ *Genesis A* 2816b–20 (ed. Doane, *Genesis A*, p. 217). ‘I ask you now, friend of the Hebrews, with my words, that you, noble-minded, give a truth, your covenant, that you wish to be a faithful friend to me, as a reward for the beneficial effects...’

²⁶ *Genesis A*, Glossary, s.v. *wær*; *ibid.*, p. 94.

²⁷ This has been remarked on as a general tendency by Doane, *ibid.*, p. 84.

²⁸ I use ‘polysemy’ with caution: the fact that we have to translate Old English terms in various ways in Modern English may be more indicative of a difference in conceptual categories of the lexicon between the two stages of the language. For some issues associated with polysemy in relation to meaning change see Durkin, *Oxford Guide to Etymology*, pp. 225–30.

²⁹ *BT*, s.v. *treow*.

ða of slæpe onbrægd
 sunu Lamehes, and þa sona ongeat
 þæt him cynegodum Cham ne wolde,
 þa him wæs are þearf, ænige cyðan
hylde and **treowa**.³⁰

Similarly:

Git me sibblufan
 and freondscipe fægre cyðað,
treowe and **hylde** tiðiað me.³¹

Dennis Green, arguing from cognate developments in Old English and Old High German, has claimed that both *hold* and *triuwa* (these are the OHG forms) have undergone an expansion of meaning, from the formal agreement between two parties to the peace that exists between them.³² This seems difficult to argue for Old English as *hylde* does not occur with the meaning of ‘agreement’, but at least in *Genesis* (and in *Beowulf*, as we will see below) there seems to be a connection between covenants or agreements and loyalty that goes beyond mere semantic proximity. Indeed, Peter Lucas has argued for seeing ‘loyalty’ as the central theme of *Genesis*.³³

Similar arguments have been made for *Exodus*; Lucas, its most recent editor, baldly states that ‘[t]he central theme is Salvation by Faith and Obedience.’³⁴ Most commentators concur on general lines.³⁵ This is in part an outcome of the scholarly consensus concerning the unity of the poem, discussion of which has focussed on the so-called ‘patriarchal digression’, dealing with the biblical stories of Noah and Abraham, which is inserted in the middle of the poem’s narrative about the exodus of the Israelites from Egypt and the crossing of the Red Sea. A lot of the scholarship has focussed on the sources of *Exodus*, as the poem is, unlike *Genesis*, not a close paraphrase of its supposed biblical source, which makes a

³⁰ *Genesis A* 1588b–92a (ed. Doane, *Genesis A*, p. 155). ‘Then the son of Lamech started from sleep, and immediately perceived that Cham did not want to show him, the noble one, loyalty/affection and faith, when he was in need of favour.’

³¹ *Genesis A* 2516b–18 (ed. Doane, *Genesis A*, p. 201). ‘You show me peaceful love and fair friendship, grant me faith and loyalty/affection.’

³² *Carolingian Lord*, p. 143.

³³ ‘Loyalty and Obedience’.

³⁴ *Exodus*, p. 61.

³⁵ Farrell, ‘A Reading’, who calls the main theme ‘The Help of God’ which is earned through loyalty; Earl, ‘Christian Tradition’; see also Lee, *Guest-Hall*, pp. 41–8.

comparison of the poet's choice of words with that of the prose translator less valid.³⁶ Yet there are similarities between the two poems: covenants are mentioned in relation to the patriarchs, and the main words are *treow* and *wær*, occasionally in compound form.

The 'covenant'-words occur broadly in three clusters: ll. 140-9 (although there is a lacuna between ll. 141-2); ll. 387-8 and ll. 422-6:

Wære ne gymdon,
 ðeah þe se yldra cyning ær ge...³⁷

Ealles þæs forgeton siððan grame wurdon
 Egypta cyn ymb antwigða;
 heo his mægwinum morðor fremedon,
 wroht berenedon, **wære** fræton.
 Wæron heaðowylmas heortan getenge,
 mihtmod wera; manum **treowum**
 woldon hie þæt feorhlean facne gyldan,
 þætte hie þæt dægweorc dreore gebohte,
 Moyses leode, þær him mihtig god
 on ðam spildsiðe spede forgefe.³⁸

Here the reference is to the Egyptians, who do not keep their treaty with the Israelites (*wære ne gymdon*), indeed they 'devour' it (*wære fræton*).³⁹ This is an explicit contrast to the loyalty of the Israelites who *freoðowære heold* in l.306.⁴⁰ Shippey has argued that within the poem, 'breach or maintenance of one covenant or another seem to be the poet's moral extremes' and has highlighted the importance of this and the following passages in this regard:⁴¹

³⁶ See for example Anlezark, 'Connecting the Patriarchs', Remley, *Biblical Poetry*, pp.168-230.

³⁷ *Exodus* 140-1 (ed. Lucas, *Exodus*, p. 98). 'They did not heed the covenant although the old king had before...'

³⁸ *Exodus* 144-53 (ed. Lucas, *Exodus*, pp. 98-100). 'The people of the Egyptians entirely forgot about hesitation when they became angry. They then committed murder/violence against his kinsmen, caused injury, devoured the covenant. Hot passions surged in hearts, the mighty passions of men, in bad faith they wished to repay the reward of life saved with treachery, so that they, the people of Moses, would have bought that day's work in blood, if mighty God had given them success on their mission of destruction.' I have followed Lucas's emendations and interpretations of lines 144-5 (*ibid.*, pp. 98-9).

³⁹ We have encountered the use of *gyman* in reference to treaties before in the psalter glosses. The phrase is otherwise unusual, though there is a reference to the Mermedonians in *Andreas: Rihtes ne gimdon, meotudes mildse* (139b-140a, ed. Brooks, *Andreas*, p. 5) '...they had no regard for right, for the mercy of the Lord.'

⁴⁰ Cp. Lucas, *Exodus*, p.62 and p. 99. Some earlier scholars were unhappy with the verb *fræton*; for a discussion about *wære fræton*, see for example Bright, 'On the Anglo-Saxon Poem', Irving, ed., *Exodus*, p. 9. Lucas calls it 'a vivid metaphor'.

⁴¹ *Old English Verse*, p. 141.

Wære hie þær fundon, wuldor gesawon,
halige heah treowe, swa hæleð gefrunon.⁴²

Soð is gecyðed,
nu þin cunnode cyning alwihta,
þæt þu wið waldend wære heolde,
fæste treowe, seo þe freoðo sceal
in lifdagum lengest weorðan,
awa to aldre unswiciendo.
Hu þearf mannes sunu maran treowe?⁴³

These two passages refer to the Abrahamic covenant. In a recent article, Phyllis Portnoy has shown a compositional ring structure in *Exodus*, on both large and small levels.⁴⁴ According to her analysis, the patriarchal digression focuses on the description of the temple in ll. 389-97, and the two passages quoted above frame this central point through repetition of themes and keywords.

Overall, the poet of *Exodus*, possibly because he is not paraphrasing as closely as his *Genesis*-counterpart, uses the covenant-words more freely: as we have seen, in *Genesis* the difference to the prose is mostly lexical, in that the poet substitutes *wær* and *treow* for *wedd*, but adheres to the common expressions formed with *sellan* and *healdan*. The latter also occurs in *Exodus*, but the poet also employs the more overtly metaphorical *frætan* and *findan* (which is probably close in meaning to *sellan*). Understandably, neither poem is concerned with technical aspects of the covenant — the important point is *that* the covenant is established, not how it is done. We only find a hint of this in reference to circumcision, which is described as a *tacen*. When *wedd* is used in *Genesis*, it seems to refer to the proleptic aspect of the covenant. One could argue that this is very close to the prosaic meaning, as in legal contexts pledges are given for future behaviour, whereas *wær* and *treow* are broader in meaning. This interpretation is strengthened by the only occurrence of *wedd* in *Beowulf*:

⁴² *Exodus* 387–8 (ed. Lucas, *Exodus*, p. 125). ‘They founded a covenant, they saw glory, holy noble agreement, as men have heard.’

⁴³ *Exodus* 420–6 (ed. Lucas, *Exodus*, p. 129). ‘The truth is made known, now that the king of all creatures has tested you, that you have kept the covenant with the ruler, the steadfast agreement, which shall be a protection to you for the longest time in the days of your life, forever to eternity unfailing. How could the son of man have need for a greater promise?’

⁴⁴ ‘Ring Composition and the Digressions’.

...geald þone guðræs Geata dryhten,
 Hreðles eafora, þa he to ham becom,
 Iofore ond Wulfe mid ofermaðmum,
 sealde hiora gehwæðrum hund þusenda
 landes ond locenra beaga – ne ðorfte him ða lean oðwitan
 mon on middangearde, syððan hie ða mærdā geslogon –
 ond ða Iofore forgeaf angan dohtor,
 hamweorðunge, hylde to **wedde**.⁴⁵

This passage is in the speech by the messenger who announces Beowulf's death to the Geats after the dragon-fight. His speech includes a premonition of war between the Swedes and Geats, a remnant of conflicts fought during the reign of Beowulf's predecessor Hygelac. The Geats, led by their then king Hæthcyn, Hygelac's older brother, had attacked the Swedes and seized the wife of the Swedish king Ongentheow. Subsequently, however, Ongentheow regained his wife, killing Hæthcyn in the process. Ongentheow seemed set to slaughter all the remaining Geatish raiders as well until Hygelac arrived with Geatish reinforcements — two of whom, Wulf and Eofor, attacked Ongentheow, Eofor killing him. His brother Hæthcyn dead and his martial reputation assured, Hygelac ascended to the Geatish throne. He then proceeded to reward Wulf and Eofor in the manner described by the poet. Obviously the last two lines of the passage are of most interest here. The syntactic construction is obviously familiar from the prose (with the nearly synonymous *forgiefan* taking the place of the usual *sellan*): 'give X as a pledge (*to wedde*) for Y'. The collocation with *hylde* is, however, unique to the passage. In the context of poetry, commentators have focussed on the associations of *hylde* with the language of the comitatus. They point to the relation of *hylde* to *aðsweord* in lines 2064–7. John M. Hill claims that 'to hold in favour and trust [...] is a legally bound and reciprocal relationship between people', and particularly between a retainer and his lord.⁴⁶ Hill bases his analysis on work by Dennis Green who similarly interprets *hylde* as 'the friendship and peace existing between one tribe and another after the termination of a feud' which is sealed by an oath felt to be binding by both parties. In the instance under discussion it is, however, also used of the relationship between a lord and his follower. Green suggests

⁴⁵ *Beowulf* 2991–8 (ed. Klaeber, *Klaeber's Beowulf*, p. 102). 'When he came home, the lord of the Geats, the son of Hrethel, repaid Wulf and Eofor for that battle-rush with excessive treasures. He gave to each of them a hundred thousand units of land and linked rings (no man in the world needed to criticize him for that reward, after they achieved that glory). And then he gave to Eofor his only daughter, household-honour, as a pledge of his favour.' For references on the various difficult points of interpretation in this passage, see the commentary in *Klaeber's Beowulf*, pp. 260–2.

⁴⁶ Hill, *The Cultural World*, p. 71.

that the conjunction of *hyldu* with ‘the clearly legal term *wed*’ is an indication that such a relationship of reciprocal *hyldu* might have been legally sealed by some pledge or surety.⁴⁷ His main aim is a semantic investigation of the cognate Old High German word *huldi*, and while his analysis is masterful, I do not feel able to share his pan-Germanic semantic interpretations, as he occasionally neglects to take into account the significant differences in development between the individual languages. As stated above, the question of loyalty in heroic poetry lies outside the current investigation. We should note, however, that pledges, as opposed to oaths, seem to have no currency in the legal and social world of *Beowulf*: in situations where we might have expected the giving of pledges, even when bearing in mind the differences between the poetic and ‘real’ worlds, things generally seem to be settled by oaths alone. I will discuss this below in reference to the Finnsburh episode.

To return to the marriage of Hygelac’s daughter to Eofor: since we have established that *wedd* is usually a pledge for future behaviour, it is difficult to understand the exact nature of the agreement. Surely Hygelac’s giving of his daughter to his retainer Eofor in marriage is an *expression* rather than a *pledge* of his favour; and it seems strange that the lord would have to assure the retainer of his loyalty when he has already fulfilled his role by rewarding Eofor with material treasures for aiding him in a battle, which would have been Eofor’s duty in turn. However, it may have served as a pledge of the fact that Hygelac’s favour was to endure in the future, and was not just a thing of the moment. Furthermore, it might be that the associations of *wedd* with marriage induced the *Beowulf* poet to use the term here.⁴⁸ Certainly his use of the term was not governed by metrical considerations, as the word does not carry the alliteration in the b-verse. In a recent discussion of this passage, Alaric Hall has read Hygelac’s daughter as the referent of the hapax legomenon *ofermaðmum* in line 2993, arguing that this word means ‘excessive treasures’ rather than ‘great treasures’ as most editors and translators have rendered it.⁴⁹ According to Hall, the poet criticizes Hygelac for giving his daughter to one of his retainers instead of arranging a dynastic marriage with the Swedes to settle the feud (regardless of the actual efficacy of such marriages as depicted in *Beowulf*).⁵⁰ It is possible that the poet is further playing on this failure by using legal terminology that would have been appropriate to such a settlement (as seen for example in the treaty between Alfred and Guthrum), although this of course raises the question of whether an Anglo-Saxon audience would have picked up on such an allusion.

⁴⁷ Green, *Carolingian Lord*, pp. 141–2.

⁴⁸ Cf. Mezger, ‘OE *hamweorðung*’; Fischer, *Engagement, Wedding and Marriage*, pp. 65–7.

⁴⁹ Hall, ‘Hygelac’s Only Daughter’.

⁵⁰ On the question of the efficacy of marriage alliances, see for example Hill, *Anglo-Saxon Warrior Ethic*, pp. 10–11 and pp. 51–2.

Hyldu is not used in prosaic legal contexts as the object of *wedd*,⁵¹ but given that the word is also used to describe relations between peoples, it may be a general poetic term for loyalty in relations, and thus not limited to agreements between individuals, as for example:

þonne bioð abrocene on ba healfe
 aðsweord eorla; syððan Ingelde
 weallað wælniðas, ond him wiflufan
 æfter cearwælmum colran weorðað.
 Þy ic Heaðobearna **hyldo** ne telge,
 dryhtsibbe dæl Denum unfæcne,
 freondscipe fæstne.⁵²

Here the word carries the alliteration, and it seems to denote a general type of loyalty rather than some specific referent of a peace-treaty, as also implied through the collocation of *hyldu* with *dryhtsibbe* and *freondscipe*.

Two other instances in *Beowulf* deserve mention here where one might have expected pledges to be given if the social world of *Beowulf* mirrored the social world as presented in the Anglo-Saxon laws. First, there is the occasion of Beowulf's father Ecgtheow swearing oaths to Hrothgar, after the Danish king settled Ecgtheow's feud with the Wylfings:

Siððan þa fæhðe feo þingode;
 sende ic Wylfingum ofer wæteres hrycg
 ealde madmas; he [Ecgtheow] me [Hrothgar] **aþas** swor.⁵³

Once again the exact legal ramifications of this are difficult to understand. Of course I do not want to commit the fallacy of reading *Beowulf* as a historical indicator of Anglo-Saxon social reality, nor is an elaborate interpretation of this short passage crucial to our reading and understanding of the poem, but it neatly highlights the difference in use of pledge terminology

⁵¹ In fact it only occurs twice in the entire corpus of law-codes; in II Cn 23, where witnesses are required to give testimony 'on God's and their lord's mercy' and IV Eg 12, where it means 'loyalty'. Its meanings range from 'favour', 'grace', 'kindness' to 'fidelity' and 'loyalty', where it touches on the meaning of *treow*. See BT, s.v. *hyldu*.

⁵² *Beowulf* 2063–9a (ed. Klaeber, *Klaeber's Beowulf*, p. 70). 'Then the oath-swearing of men will be broken on both sides, when mortal enmity will surge in Ingeld and the love of a woman will grow cooler in him after the sorrowful emotions. Therefore I do not reckon the loyalty of the Heathobearns, their part of the noble peace with the Danes, firm friendship free from betrayal.'

⁵³ *Beowulf* 470–2 (ed. Klaeber, *Klaeber's Beowulf*, p. 18). 'Then I settled the feud with money, I sent over the water's back old treasures to the Wylfings, he swore oaths to me.'

between laws and poetry in Old English.⁵⁴ Commentators have assumed that Ecgtheow promised Hrothgar to keep the peace.⁵⁵ However, as has been shown in chapter 2, such a promise of future behaviour would usually have involved a giving of pledges. Some scholars have argued that Ecgtheow in fact swore oaths of allegiance to Hrothgar.⁵⁶ Once again, we might have expected pledges in that case, though the evidence is less clear-cut here. At the very least, this example tells us that the distinctions in terms one can conceivably make for the language of the law-codes are difficult to transfer to Old English poetic language.

Another example occurs in one of the most-discussed episodes of *Beowulf*, the Finnsburh episode:

Ða hie getruwedon on twa healfa
 fæste *frioðuwære*. Fin Hengeste
 elne, unflitme **aðum** benemde
 þæt he þa wealafe weotena dome
 arum heolde, þæt ðær ænig mon
 wordum ne worcum wære ne bræce.⁵⁷

Some of the problems of this notoriously difficult passage are the interpretation of the hapax legomenon *unflitme*, and whether the passage beginning at line 1099 (*þæt ðær ænig mon...*) refers to the Frisians or the Danes.⁵⁸ At any rate, we seem to have here the confirmation of a peace treaty — though once again no giving of pledges is explicitly mentioned. *Truwian* (normally ‘trust’) is usually rendered as ‘confirm’ in this instance.⁵⁹ So the *frioðowær* or *wær*, like in the religious poetry, refers to the general agreement between the two parties. The only procedure mentioned here is the giving of oaths that nobody should break the treaty with ‘neither words nor deeds’. This seems to follow the procedure of confirming or strengthening an agreement that had already been made, although in the heroic world of *Beowulf* this is done by oaths rather than pledges. Several scholars have assumed a formal ceremony for these oaths, but this partly depends on the reading of line 1107:

⁵⁴ On the dangers of bringing preconceived notions of the Anglo-Saxon legal world to interpretations of *Beowulf* in other contexts, see Jurasinski, *Ancient Privileges*.

⁵⁵ *Klaeber's Beowulf*, p. 147.

⁵⁶ Malone, ‘Ecgtheow’.

⁵⁷ *Beowulf* 1095–1100 (ed. Klaeber, *Klaeber's Beowulf*, p. 38). ‘Then they agreed on two sides a firm peace treaty. Finn declared oaths with undisputed courage to Hengest that he would treat the survivors honourably according to the judgement of the counsellors, that no man there would break the treaty with words nor with deeds.’

⁵⁸ *Klaeber's Beowulf*, pp. 183–4, and references given there.

⁵⁹ Cf. *Bosworth-Toller*, s.v. *truwian*.

Ad wæs geæfned ond icge gold⁶⁰

The manuscript here reads *að*, but several editors (including those of Klaeber's fourth edition) emend to *ad* ('pyre'). The use of the verb *geæfnan* appears to be unusual if the object is *að*, and Klaeber objects that one might have expected the plural form *aðas*.⁶¹ This argument can not be settled either way from our previous examination of the legal contexts and connotations of such agreements.

Friðowær occurs again in l. 2282 when the unnamed thief begs his lord for such a peace-treaty. He wishes to use the cup taken from the dragon's hoard as a token of his repentance. Thus this could be considered to be a situation where one might expect the giving of a *wedd*, but the word is not used by the poet.

Finally, brief mention should be made of the concept of 'boasting' in *Beowulf*. A number of recent commentators have taken issue with the use of 'boasting' as a translation for the words *beot* and *gylp*. This can be seen as a verbal pledge of behaving in a certain way, but it derives its binding force not from any legal necessity but from the compulsion of heroic behaviour to match words with deeds and act in a manner worthy of praise.⁶²

The last instance of *wedd* in poetry occurs in *Andreas*:

Onfengon fulwihte ond **freoðuwære**,
wuldres **wedde** witum aspedde,
mundbyrd meotudes.⁶³

This is in a passage towards the end of the poem, where Andreas calls up a flood to cover Mermedonia. The associations with baptism are made obvious here through the use of *fulwihte*. In fact, a number of commentators have highlighted the theological liturgical links of the narrative of *Andreas* to baptism. It has been stressed that the flood *is* the baptism, and not merely the precursor to the conversion of the Mermedonians.⁶⁴ The equation of baptism

⁶⁰ Ed. Klaeber, *Klaeber's Beowulf*, p. 39.

⁶¹ *Beowulf*, p. 173; *Klaeber's Beowulf*, p. 185; Orchard, *Critical Companion*, pp. 181–2 and p. 181, n. 63. For an objection to this view, see Stanley, 'Deep Waters', p. 65.

⁶² *Klaeber's Beowulf*, p. lxxiv; see also (among many others) Bjork, 'Speech as Gift'; Murphy, 'Vows, Boasts, and Taunts'; Nolan and Bloomfield, '*Beotword*'; Shippey, *Old English Verse*, who includes *Andreas* in his discussion, pp. 121–2.

⁶³ *Andreas* 1630–2b (ed. Brooks, *Andreas*, p. 52). 'They received baptism and the covenant of peace, released from torments through a pledge of glory, the protection of the Creator.' For some remarks on rhyme or rhyme-like features in Old English poetry, see Dance, "'Pær wearð hream ahafen'", in particular pp. 287–317.

⁶⁴ Hill, 'Figural Narrative', p. 269; Walsh, 'The Baptismal Flood', p. 138.

with a legal agreement or covenant, as shown in the previous chapter, can once again be seen here. As we have seen with *Genesis* and *Exodus*, ‘covenants’ have also been adduced as a major theme of *Andreas* as a whole. There are frequent references to covenants with God.⁶⁵ And one of the most frequent descriptions of the Mermedonians establishes them as *warlogan*, which we have seen used in other biblical poetry.⁶⁶ This contrasts their pre-conversion status with that of their inclusion in the covenant or *freoðuware* after the flood. According to Daniel Anlezark, this shows ‘a wider concern for defining the relationship between God and his chosen in terms of the covenant they enjoy’.⁶⁷ In fact, this passage throws up a number of difficulties of translation, most of all *witum aspedde*. Dictionaries of Old English translate this instance as ‘made prosperous by their sufferings’ (BT) and ‘made prosperous by (their) torments’ (DOE) respectively. The DOE adds that ‘the contextual sense ‘released from torments’ has been suggested.’⁶⁸ Contextually, this would certainly seem to make the most sense, as otherwise the collocation with a ‘pledge of glory’ would seem somewhat jarring. Tying in with the previous point about the importance of the covenant, it would make a lot more sense if the baptism effected by the flood would not only be the covenant, but similarly a pledge of future ‘glory’, contrasting the promised future *wuldor* with the past *wite*. This would also explain the use of *wedd* here, as we have already emphasized the proleptic aspect that pledges seem to have in poetic language which marks them out from agreements in general — even more so than in other registers and text-types. Marie Walsh has further pointed out that this contrast is heightened even more by comparison with line 1618, where the Mermedonians are described as *wuldre bescyrede* (‘deprived of glory’).⁶⁹ Attention has also been drawn to the possible Eucharistic implications of the ending of *Andreas*.⁷⁰ While this is not as explicit as the baptismal connections of the Mermedonian flood, it may add another layer to the link between pledges and sacraments. This may not always be achieved through immediate collocations, but it is nonetheless noteworthy that pledges appear to be associated with certain concepts.

In summary, we have seen that pledges and pledge-words seem to play a different role in poetry compared to their use in prose. It needs to be borne in mind, of course, that a part of this difference may simply arise from the different character of Old English poetic language — in terms of lexical choices, but also the need for alliteration and variation. Nevertheless,

⁶⁵ For example l. 213, ‘wið ðine waldend wære gehealdan’; l. 269, ‘wære bewrecene’, l. 535, ‘wære bewunden’.

⁶⁶ Examples are in lines 71, 108, 613 and 1297. See Earl, ‘Typological Structure’, p. 74; Anlezark, *Water and Fire*, p. 221.

⁶⁷ *Water and Fire*, p. 223.

⁶⁸ DOE, s.v. *aspedan*.

⁶⁹ ‘The Baptismal Flood’, p. 154.

⁷⁰ Godlove, ‘Bodies as Borders’, pp. 157–8.

from the evidence surveyed above it seems clear that in contrast to the word field as used in prose language, Old English poets made a clear semantic distinction between *wedd* and *wær*. *Wær* is the word used for covenants — which, as we have seen, is consistently rendered by *wedd* in ecclesiastical prose, particularly when translating biblical texts — whereas the meaning of *wedd* is much more clear-cut than even in the generally precise legal prose. The proleptic aspect of the pledge, the expression of futurity inherent in the giving of a pledge as a promise for future behaviour, seems to be the defining feature for its use in poetry. Still, the fact that *wedd* is used comparatively rarely in Old English poetry is surely remarkable. Partly, this may have been due to a certain reluctance on the part of poets to use what may have been a technical legal term — for the moment we still lack a detailed analysis of legal vocabulary, in particular when compared to other types of texts. The investigation of pledges in *Beowulf* has shown that in certain circumstances, where one might have expected pledges to be used, the poet decides to have the characters swear oaths rather than give pledges. In the biblical verse, the uses of *wedd* can partly be explained by the poets' need for alliteration, but there are also literary reasons to be found in each case.

However, another argument can be made tentatively, which relates to the date of the respective poems. Of course it is well-known that it is very difficult to date Old English poetry with any degree of precision: the manuscripts in which the texts survive are mostly from the late tenth or the eleventh century but this gives us nothing more than a *terminus ante quem*, and there are those who would not rule out that the poems were written down in the process of being composed.⁷¹ Otherwise there is very little to go on, as there are very few if any linguistic criteria that can be shown to be valid in the dating of Old English poems.⁷² The best-known discussion inevitably concerns *Beowulf*, with proposed dates ranging from the sixth century (or even earlier) down to the time the poem was written down.⁷³ And basically, without the same extensive amount of scholarship, the dates of most Old English poems have been similarly debated.

That being said, for almost all of the poems discussed in this chapter, a sort of consensus seems to point towards relatively early dates of composition. *Genesis* has been dated to c.650-900 by its most recent editor, who states that 'any date in the eighth century seems reasonable'.⁷⁴ Similarly, the outer limits for *Exodus* have been acknowledged as what

⁷¹ Most notably Kiernan, *Beowulf*. See further the ideas about 'transitional literacy' and aspects of scribal influence on Old English texts expressed by O'Brien O'Keefe, *Visible Song*.

⁷² See above all Amos, *Linguistic Means* (in particular pp. 141–56 for lexical tests).

⁷³ For a useful collection of articles on this topic, see Chase, ed., *Dating*; also the summary of scholarly opinion in Klaeber's *Beowulf*, pp. clxii–clxxx.

⁷⁴ Doane, ed., *Genesis A*, pp. 36–7.

one might call the ‘usual time-span’, c.650-1000. However, the two most recent editors suggest an eighth-century date (with due caution and acknowledging a certain subjectivity).⁷⁵ The exception to this may be *Andreas*, although the verbal links between this poem and *Beowulf* have long been recognized.⁷⁶ In his edition of the poem, Kenneth Brooks dates *Andreas* to between the middle of the ninth and the latter half of the tenth century (the date of the manuscript).⁷⁷ Robert Fulk, in his magisterial *History of Old English Meter*, calls *Beowulf*, *Genesis A* and *Daniel* ‘the most conservative of the longer poems’, and also assigns early dates (though later than the aforementioned poems) to *Exodus* and *Andreas* among others.⁷⁸ Of course this is ultimately an argument that cannot be proven, and is in a little danger of becoming circular: because the poems use *wær*, they must be early; *wær* is an early term for ‘agreement’ because it is used in these early poems.⁷⁹ However, it would tie in with the proposed conclusions of chapter 3: in early poetry, the term for a legal agreement was *wær*, just as it may have been in the early stages of Old English as a whole. While this correspondence supports the finding of the analysis of the use of *wedd* in non-legal prose, the use of *wær* in poetry does not ultimately depend on the early date of the poems in which it is in fact used. The striking difference in terminology between the prose translations of biblical texts and their poetic counterparts allows us to argue for a clear distinction in the pledge words of the different linguistic registers. Regardless of the actual date of composition of the surviving poetry, this can in part be explained by the traditional nature of Old English poetic language. The consistency of poetic expression contributes to the difficulties of Old English poems. It has been recently been used by Elizabeth Tyler to describe what she calls an ‘aesthetics of the familiar’.⁸⁰ Although her analysis deals mostly with formulas in various permutations, her main point — illustrated in particular through the example of *The Battle of Maldon*, one of the very few Old English poems dateable with reasonable precision — is still useful for the current investigation. Motifs and expressions that had become established in Old English poetic language would then continue to be used even centuries later (which explains what one might call the anachronistic character of, for example, *The Battle of Maldon*). It seems that *wær* was such an established part of the poetic vocabulary and was

⁷⁵ Irving, ed., *Exodus*, pp. 23–5; Lucas, ed., *Exodus*, pp. 69–72. See also Irving, ‘On the Dating’; Remley, *Biblical Verse*, p. 2.

⁷⁶ See for example Riedinger, ‘The Formulaic Relationship’; Powell, ‘Verbal Parallels’; Orchard, *Critical Companion*, p. 163–6.

⁷⁷ *Andreas*, p. xxii.

⁷⁸ Fulk, *History of Old English Meter*, p. 348. For more detailed conclusions on his proposed chronology see *ibid.*, pp. 348–92.

⁷⁹ It needs to be stressed that I am of course not proposing to draw a conclusion on the dating of poems on the basis of a single word.

⁸⁰ Tyler, *Old English Poetics*.

employed by Anglo-Saxon poets in preference to other possible terms. Therefore it continued to be used to translate the Latin *foedus* and *pactum* (as would have been appropriate), when the prose language, under the influence of Christianity, had extended the semantic range of *wedd* to include these shades of meaning. The striking distinction between the choices of prose translators and poetic adaptors of Latin sources when using the same source (and, in the case of the poetic *Genesis*, still adhering close to it) appears to be evidence for this argument. On the other hand, it is not possible to argue from evidence of absence: outside the biblical poetry, covenants naturally do not occur, and even in the more secular verse pledges are remarkably rare, as noted in the discussion of *Beowulf*.

CONCLUSION

It remains to draw some overall conclusions from this investigation into the word field of PLEDGES. Most of these have already been stated in the individual chapters, but there are some broader conclusions that can be reached.

As we have seen, pledges played an important part in the legal interaction of Anglo-Saxons. In the law-codes, they were for the most part preliminary to the juridical process proper: a person gave a pledge that he would undergo said process. Generally speaking, this seems to have been the original function of a pledge: it (originally a physical object) was given as a sign of a promise of something to be done in the future. This seems to be the underlying meaning, which can still be discerned in the law-codes. As such pledges are generally opposed to oaths, which were a) most likely oral in nature and b) assertory rather than promissory (though it needs to be noted that this rule is not without exceptions). It was precisely this contrast that allowed the word-pair *að and wedd* (and some variants) to become a formula and to stand metonymically for the entirety of legal interaction. It is in this sense that it is used by Alfred and, possibly following his example, Wulfstan. The distinction between spoken oath and given pledge appears to persist throughout the Anglo-Saxon period, and certain of the occurrences of *wedd* on its own highlight the fact that the pledge never became only symbolic.

The detailed analysis of this word-pair also shows that a wider study of this aspect of the Old English language would be a fruitful avenue for future research. While a lot of work has been done in the context of variation and formulas in Old English poetry, I believe the investigation of this feature in the context of ‘oaths and pledges’ has shown that there is significant scope for further work in this field. This would be an important contribution to our understanding of how speakers of Old English (or at least the authors of Old English texts) actualized and categorized abstract concepts in their language. Such a study would also be of significant value to the fields of Old English semantics and lexicology, as it would allow for a sharper definition and delineation of the meanings of words, in particular in reference to abstract concepts that are difficult to define with any precision in a dictionary. As this investigation has shown, such a study would need to take into account the entire corpus of Old English writings. Such an undertaking would now be considerably easier, due to the availability of searchable databases and corpora and it would be extremely useful to update the work of scholars like Koskeniemi and Berger in this light.

This study has also shown that within the mostly prescriptive register of Anglo-Saxon legal documents, it is very difficult to establish how the processes outlined in law-codes and charters would have functioned in reality. The sources are silent about the exact rituals and formal procedures involved in the giving of a pledge. However, a close analysis of the instances of PLEDGE words in legal documents has enabled us to establish several concepts which pledges were used in relation to. For example, pledges were employed to ratify or confirm agreements that had been made; in that sense they seem to have fulfilled a ritualistic and legally binding function. This can be inferred from the few references to pledge-giving in charters, wills and chronicles. While sureties came to play a more important role in the course of the Anglo-Saxon period and to fulfil certain functions similar to pledges, particularly as they pertain to holding offenders to justice, pledges continued to function alongside sureties. However, as sureties occur already in the law-code of Hlophere and Eadric from the seventh century, it is difficult to trace the development of the concept although it seems clear that sureties became more important in the laws of the late tenth and eleventh centuries. The important aspect that oaths, pledges and sureties have in common is that they are given by one person (although, as shown by the occurrences of pledges in charters, it was possible to arrange a legally binding agreement between two equal parties through the mutual giving of pledges).

Another conclusion deriving from the use of pledges is that there is no single technical legal word for contract. As we have seen, an agreement was frequently confirmed by a pledge, but there is no term for the outcome of this legally binding confirmation. This may be partly responsible for the establishment of the word-pair *að and wedd* which comes to stand metonymically for legal interaction, in particular in the sense that people should keep their oaths and pledges. While the first occurrence of this word-pair is in Alfred's law-code, it is maybe not surprising that Wulfstan makes frequent use of this word-pair. A word that would have been available to Anglo-Saxon authors with the meaning of 'agreement' in a more abstract sense would have been *wær*, but this is never used (in its nominal form) by the authors of Old English law-codes. While attempts to explain this must necessarily remain speculation to a certain extent, it is possible to argue that it was precisely the fact that *wær* was abstract in meaning which made it too imprecise: the terms discussed above would have retained a sense of the ritual of handing over a pledge, swearing an oath or standing surety. It seems that some kind of ritual was required to make agreements legally binding which is why pledges are often used to confirm (*fæstnian*) arrangements that had been agreed on orally, whether referring to the giving of laws, treaties or agreements between individuals. Possibly

partly due to the development of the word-pair *að* and *wedd*, *wedd* takes on a more abstract meaning itself to the extent that it comes to stand for the agreement as a whole, rather than the pledge given in confirmation of the agreement. Again, it is not possible to chart this development to its full extent, as the shades of meaning overlap from the earliest surviving texts onwards. Nevertheless, it is possible to see *wedd* used in this sense in particular in religious prose.

As proposed in chapter 3, this development is partly due to the influence of Christianity. With the new religion came the need to express covenants with the deity. Throughout the spread of Christianity to new cultures (and languages), it seems – to a certain extent, quite naturally — that the terminology for these covenants was modelled on human legal agreements. In Latin, which was the language of the missionaries and of the new church, the terms for this were *foedus* and *pactum*. As we have seen, there was no equivalent Old English term for these concepts. Instead *wedd*, a term used in the making of legal agreements without actually referring to them proper, was used to take on the functions of the Latin words. This seems to have been the result of a certain trial phase, as indicated by the evidence of early glosses, where *wær* and *wedd* are both used to translate the Latin words. *Wær* might have been the more appropriate translation on the face of it, but it did not have the legal connotations of *wedd*. Thus *wedd* takes on the meaning of covenant through its use in Old Testament translations and in commentaries on Old Testament covenants.

However, *wedd* also retains its original shade of meaning, corresponding to the Latin term *pignus*. In this sense it is important in the theology of sacraments. The Eucharist in particular, but also baptism, are modelled on pledges from the legal social world. That this is a conscious decision on the part of Anglo-Saxon authors is indicated by the fact that this aspect is often added to their adaptations of orthodox Latin sources.

Thus, this study has also highlighted the importance of a full analysis of the Old English corpus to a more detailed understanding of the working methods of Old English homilists. Even within the narrow confines of this thesis it has been possible to show the extent of the sophistication with which they adapted their Latin sources to explicate unfamiliar ideas to their audience in familiar terms. A close analysis of Ælfric's discussion of the Eucharist in his *Sermo De Sacrificio in Die Pascae* has further provided evidence of at least this particular Anglo-Saxon homilist's ability to subtly interpret and adapt orthodox ecclesiastical sources.

In a sense, therefore, the legal register and the register of religious prose influence each other mutually: there was no single term for 'contract' (or 'covenant' in religious terms),

but a term with legal connotations was required to express this concept in bible translations and religious commentary. Thus the meaning of *wedd* is extended to fill this niche, even if it is impossible to say to what extent this move towards a more abstract sense was dependent on Christian concepts or to what extent it reflects a change in thinking about aspects of legal interaction. The meaning of *wedd* is not narrowly defined in the surviving Anglo-Saxon legal writings, in the sense that the concrete and the abstract meanings overlap even in early attestations, for example in Ine's law-code.

A wide-ranging analysis of the interplay between the legal and religious registers could therefore show further examples of mutual influence both on semantic developments within Old English and adaptations of theological concepts in ecclesiastical writings from the Anglo-Saxon period. In turn, this process of what one might call Christianization of Old English vocabulary has an effect on the meanings of words which extends into other spheres and registers. As has been stated above, the precise nature of this rather complex process of semantic change is not easy to fully understand but it seems likely that in the case of *wedd* it was a combination of factors that contributed to the broadening of the meaning of the word.

This study has also confirmed the existence of important differences in the choice of lexical items between Old English prose and poetry. Perhaps at first glance somewhat surprisingly, pledges — or at least instances of *wedd* — are very rare in Old English poetry. This is true even of the adaptation of biblical texts which exhibit a proliferation of occurrences of pledges (and hence *wedd* in their prose translations). However, this can again be explained by the *wedd/wær* distinction: *wedd* was a technical term, belonging to the register of legal language, where *wær* never occurs. On the other hand, it is clear that *wedd*, possibly because of its legal connotations, was not a common word for Old English poets. It is tempting to suggest, though impossible to prove, that this is also partly connected to the early date of some of the poems, and to the traditional and possibly slightly archaic nature of Old English poetic language. It is furthermore possible to relate this to the occurrence of *wær* in glosses which are also among the earliest surviving text types from Anglo-Saxon England. As I have tried to establish in the discussion of the occurrences of *wedd* in poetry, the few times it is used can be explained by a need for extended variation, or indeed as an allusion to the use of the word in legal contexts.

Overall, it can be said that pledges and agreements are treated differently in the respective registers of the Old English language. This is illustrated by the fact that the word field to which the main 'pledge'-word *wedd* belongs changes according to text type: in legal prose, the words in closest relation to it are *að* and *borg*. As we have seen, these concepts

fulfil broadly similar functions in terms of legal procedure, and they show comparable semantic-syntactic behaviour. In religious prose, however, *wedd* is remarkably dominant in expressing a range of meanings from the concrete to the abstract, covering a range of Latin words in translation. Only *wær* seems to occasionally express similar concepts but even this is mostly confined to glosses. There is a common collocation of pledges with promises (*behate* being the term most frequently employed). This is again partly dependent on the Latin originals translated or paraphrased by Anglo-Saxon authors, but it ties in with the frequent use of pledges in legal treaties or agreements to make agreements that had been reached through discussion or similar processes legally binding. In poetry, pledges do not seem to play an important role. Biblical covenants which are called *wedd* in prose are almost exclusively rendered by *wær*. Oaths are used occasionally (as in *Beowulf*) but there seem to be remarkably few agreements of a legal nature in the social world of Old English poetry. Instead, *wedd* is employed in a word field that includes concepts such as loyalty (*treow*) or favour (*hyldu*) although it is arguable that the poets make use of the established connotations of *wedd*.

In summary, it seems clear that the investigation into the semantics of pledges in Old English has borne out the original — and possibly obvious — premise that pledges were particularly important in the legal sphere, both in terms of the arrangement of agreements between individuals and in the provision of the following of correct legal procedure. Due to this importance, *wedd* is established as a metonymic term for the legal order, in particular when used in collocation with *að*. The concurrent development of the adoption of *wedd* as the favoured term to express biblical covenants and the sacraments of the Church — which are more general in their referents than an object given as a pledge — further contributed to a broadening of the sense of *wedd*. However, this development seems not to have extended into the register of poetry, where the preferred term remained *wær*.

Having established the broadening of the sense of *wedd* and its different associations within its word field throughout varying types of Old English text, a further opportunity for future research would be the tracing of the development of the relevant words into the Middle English period and beyond. This study has focussed on nouns, but with the exception of *wedding* and *wedlock*, the survival of the words investigated here is in verbs, such as ‘to wed’ and ‘to borrow’ in their modern forms. In chapter 2, we have seen hints of the connection of pledges and *wedd*-terms to the sphere of engagement and marriage, and it seems that after the broadening of meaning argued for during the Old English period, the usage of the word became narrowed down to this particular sphere. *Wed* and *borgh* are still in use in the Middle English period, but the corresponding Romance terms *pledge* and *seurte* — which become the

modern ‘pledge’ and ‘surety’ — take over their functions, due to the significant impact of French-derived terms in the legal sphere.¹

Overall, this investigation has shown the importance of a comprehensive analysis of a particular conceptual or semantic field throughout the whole corpus of Old English writings. As was stated in the introduction, close contextual analysis combined with semasiological and onomasiological approaches is most promising for achieving a holistic understanding of the way the Old English language shaped and was shaped by the thoughts of its speakers. In this way, a semantic study will not only shed light on linguistic developments, but will also contribute to our knowledge of the Anglo-Saxon thought world.

¹ *MED*, s.v. *wed*, *borgh*, *plegge*, *seurte*.

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