

# *Transactiones pro animabus:* Rent Charges and the Economics of Salvation in Late Mediaeval St Andrews

Heather Curtis<sup>1</sup>

The fifteenth century saw a dramatic growth in the wealth of St Andrews' ecclesiastical institutions, driven by the phenomenon of rent charges. Citizens were eager to translate the value of their earthly tenements into privileged positions in the afterlife. Donations or commercial transfers of the rights to uplift rents accordingly helped to secure intercessory prayers at the parish church's rapidly expanding number of chaplainries. However, monetised salvation was not without its anxieties. For the populace, rent charges were inextricable and perpetual financial burdens, as well as the suspicion that their payments might be reneged upon following their death. Most significantly, the commercialisation of salvation through rent charges depersonalised the salvific process, distancing the parish church from its flock. This is particularly evident from the ready integration of salvific clauses into commercial charters, by which a lay proxy was contractually obliged to secure prayers for the vendor. One such 'transactio pro animabus' is examined within this article, alongside a range of other fifteenth-century pittance writs from the St Andrews University Library archives. Cumulatively, these charters demonstrate that rent charges supported a system that enriched the Holy Trinity parish church throughout the fifteenth century, but ultimately became a source of fragility on the eve of the Reformation.

And making a whip of cords, he drove them all out of the temple, with the sheep and oxen. And he poured out the coins of the money-changers and overturned their tables. And he told those who sold the pigeons, 'Take these things away; do not make my Father's house a house of trade.' (John 2: 13–16)

Jesus' cleansing of the Temple established a powerful and punitive precedent for the separation of the Church and commerce. It was this example which John Knox seized upon in June 1559, delivering a fiery sermon in the parish church of St Andrews on 'the ejection of the buyers and sellers forth of the Temple of Jerusalem'. His preaching ignited the Reformation in Scotland's ecclesiastical capital, incensing a Protestant mob to ransack the cathedral and causing the Catholic Archbishop, John Hamilton, to flee that same day.<sup>2</sup> The rapidity with which the populace embraced Protestantism apparently came as no surprise to

<sup>1</sup> Prizewinning essay in the Scottish Records Association's Tunnock Prize, 2020.

<sup>2</sup> John Knox, *History of the Reformation in Scotland*, (ed.) W. C. Dickinson, II (London, 1949), 181–2.

Knox, who had previously declared the ‘godlie’ city’s ‘thrist’ for religious change.<sup>3</sup> In agreement, historians have typically focused on the legacy of ‘a devoted band of martyrs and confessors’ in preconditioning the city with Reformist sympathies.<sup>4</sup> However, the expansion of St Andrews’ religious institutions in the fifteenth and early sixteenth centuries was facilitated by their increasing commercial interests in local secular tenements, creating an inextricable and progressively more burdensome financial bond with the town’s populace.<sup>5</sup> In speculating about the potential friction created by such an arrangement, we must remain conscious of the largely voluntary nature by which St Andrews citizens entangled their finances with ecclesiastical institutions in their quest for salvation. For example, the apparent consistency of the fifty-seven major donations received by Holy Trinity Church between 1500 and 1559 and the fifty-six major donations recorded between 1440 and 1499 does not suggest a growing resentment.<sup>6</sup> Rather than focusing quantitatively on almsgiving to the parish church, this article undertakes a qualitative exploration of rent charges donated or indirectly transferred to Holy Trinity for the purpose of securing salvation. Its analysis is based on fifteenth-century examples drawn from the rich collections of the St Andrews University Library (StAUL) archives, which also encompasses the records of the Burgh of St Andrews.<sup>7</sup> In particular, it argues that while the inclusion of salvific assurances is a demonstration of piety and consciousness of the looming threat of Purgatory, it is an expression of devotion which appears to suggest the relative unimportance of personal interaction with the church itself. The monetisation of salvation and its ability to be realised without creating immediacy between the citizens and their religious institutions became a source of fragility on the eve of the Reformation. This contribution therefore attempts to illuminate acknowledged *lacunae* in our understanding of both rent charges and personal Catholic piety in pre-Reformation Scotland.<sup>8</sup>

In practical terms, the indivisibility of the sacred and profane in matters of finance was reinforced by the Church’s temporal and spatial centrality within

<sup>3</sup> E. Rhodes, ‘Property and Piety: Donations to Holy Trinity Church, St Andrews’, in (ed.) J. McCallum, *Scotland’s Long Reformation: New Perspectives on Scottish Religion* (Leiden, 2016), 27–48, 28.

<sup>4</sup> D. H. Fleming, ‘Introduction’, *Register of the Minister Elders and Deacons of the Christian Congregation of St Andrews*, I, in (ed.) idem (Edinburgh, 1889), vi.

<sup>5</sup> B. Rhodes, ‘Augmenting Rentals: The Expansion of Church Property in St Andrews, c.1400–1560’, in (ed.) M. H. Brown and K. Stevenson, *Medieval St Andrews: Church, Cult, City* (Woodbridge, 2017), 223–36, 231.

<sup>6</sup> Rhodes, ‘Property and Piety’, 33.

<sup>7</sup> With the exception of StAUL, ms37752, ‘Charter of John Lothyan granting rights on property in South Street to Thomas Smyth’, which was examined in person, analysis has been undertaken during the ongoing COVID-19 restrictions using the digital transcripts available through the StAUL archive: <https://www.st-andrews.ac.uk/library/special-collections/archives/>. Translations are my own unless otherwise specified.

<sup>8</sup> Rhodes, ‘Augmenting Rentals’, 234.

the medieval parish community. The financial year was inseparable from the liturgical calendar, which served as a common point of reference for contracting, the payment of debts and the dating of legal commitments. Accordingly, the traditional ‘quarter days’ of Whitsunday and Martinmas were standard invocations for the payment of rents: ‘ad duos anni terminos *consuetos* videlicet pentecostes et beati Martini’.<sup>9</sup> This does not mean that references to the sacred within contractual agreements should be reduced to common cultural furniture. Pittance writs – documents which detail transactions relating to small parcels of land – provide a wealth of evidence to the contrary. In a writ of 1477, John Jackson, a citizen of St Andrews, specified that Thomas Arthur should bring payment of eight merks Scots to the parish kirk of St Andrews to confirm the transfer of two specified pieces of land.<sup>10</sup> Locating the transaction’s completion within the sacred space not only provides a clear-cut and neutral venue for exchange, but also reinforces the solemnity of the agreement. This is particularly important given the ambiguous future date of the completion, to be made ‘one day betuex the soum rising and the ganging to of that ilk in the parish kirk’ when John has been given adequate warning.<sup>11</sup> The protection offered by the ecclesiastical context is further made explicit by the demand that the payment should be made ‘upon Saint mychael altar situat within ye said kirk’.<sup>12</sup> An appetite for intercessory donations to reduce the threat of Purgatory ensured that by the time of the Scottish Reformation there were at least twenty-seven separate altars within Holy Trinity Church, still extant on South Street.<sup>13</sup> It is justifiable, therefore, to interpret the specific selection of St Michael’s altar in the context of the archangel’s role as a militant protector and champion of the faithful in this life and the next.<sup>14</sup> As oaths taken upon holy relics and books frequently provided the binding force for contracts, the altar may also have been the location in which the commitment originated, ensuring a circular and solemn completion for the arrangement. Rather than a choice of convenience, the charter’s ecclesiastical context served a deliberate purpose in formalising the agreement and adding the threat of eschatological peril to the personal disgrace

<sup>9</sup> ‘on the two *customary* terms of Pentecost and St Martin’; StAUL, UYSL110/PW/15, ‘Charter of sale of rights and income on land in South Street, St Andrews by Norman Guplid to John Carmichael’, 29 June 1419. The traditional Scottish term days of Whitsunday and Martinmas remain in use in academic contexts and commercial leasing, and were ratified by the Term and Quarter Days (Scotland) Act 1990: <https://www.scotlawcom.gov.uk/files/9912/7989/6640/rep108.pdf>.

<sup>10</sup> StAUL, UYSL110/PW/47, ‘Charter of sale granting land in St Andrews to Thomas Arthur’, 15 July 1477.

<sup>11</sup> ‘one day between the sun rising and setting in the parish church’; *ibid*.

<sup>12</sup> *Ibid*.

<sup>13</sup> W. E. K. Rankin suggests a higher figure of thirty-two or thirty-three altars within his work *The Parish Church of the Holy Trinity St Andrews: Pre-Reformation* (Edinburgh, 1955), 5. However, this number is convincingly disputed by Rhodes in ‘Property and Piety’, 31.

<sup>14</sup> A. Fitch, *The Search for Salvation: Lay Faith in Scotland, 1480–1560* (Edinburgh, 2009), 90.

of defaulting on its terms. Crucially, it confirms the ease with which the sacred could straddle mundane fiscal concerns. Indicative of the vendor's relationship with the parish church, it also demonstrates that he felt adequately comfortable to schedule his own secular business there. The confidence to treat the parish church as a commercial space may have been reinforced by the community's ongoing investment in Holy Trinity's fabric. Prior to the church's relocation to South Gait in 1412, it was endowed with only three chaplainries: St Fergus, the Holy Cross and Our Lady. More than twenty further chaplainries were added over the next century in response to the citizens' monetisation of their piety and enthusiasm for salvific intercession.<sup>15</sup>

The proliferation of chaplainries, or chantries, at Holy Trinity Church in the early fifteenth century was directly concomitant with the rise of rent charges, which begin appearing in significant numbers after 1400.<sup>16</sup> Particularly common in Scotland and continental Europe, the transfer of rent charges, either through donation or sale, was a means of realising a large sum of money in an economy where cash shortages were prevalent. An owner or holder of a hereditary tenancy could dispose of a rent charge, allowing the new owner to collect either for a fixed term or in perpetuity.<sup>17</sup> These agreements quickly came to saturate the commercial and ecclesiastical landscape of St Andrews, with Holy Trinity Church collecting more than five hundred rent charges from St Andrews tenements by the Reformation.<sup>18</sup> As Rhodes notes, in 1618 the town had 486 tax-paying households, indicating that in less than two centuries rent charges became so commonplace that some dwellings were likely subject to more than one agreement.<sup>19</sup> A tenement granted to James Fuslaw and his wife Agnes in 1482 came with a compulsion to pay an annual rent of 3s. to the altar of St Bartholomew and 12d. to the altar of St Ninian, both within the parish church, as well as 4s. 6d. to the chaplain of the altar of St Bartholomew, 3s. to magister John Skene and 4s. to Robert Tate. Inheriting these obligations, James and Agnes may not have inherited the same enthusiasm for the chaplainries which led to the initial disposal of the rent charges.<sup>20</sup> Although a systematic study of the situation in St Andrews is lacking, Lawrence Buck has identified rent charges as 'one of the most widespread grievances' in the German urban insurrections of 1525 that characterised its violent Reformation.<sup>21</sup> The Fife citizens' 'thrist'

<sup>15</sup> Rankin, *Parish Church*, 24.

<sup>16</sup> Rhodes, 'Augmenting Rentals', 234.

<sup>17</sup> L. Buck, 'The Reformation, Purgatory and Perpetual Rents in the Revolt of 1525 at Frankfurt am Main', in (ed.) K. Sessions and P. Bebb, *Pietas et Societas: New Trends in Reformation Social History* (Kirkville, 1985), 23–33, 25.

<sup>18</sup> Rhodes, 'Augmenting Rentals', 234.

<sup>19</sup> *Ibid.*

<sup>20</sup> StAUL, UYSL110/PW/51, 'Charter granting a tenement in St Andrews to James Fuslaw and his wife', 16 April 1482; <https://collections.st-andrews.ac.uk/item/pittance-writ-charter-granting-a-tenement-in-st-andrews-to-james-fuslaw-and-his-wife/2037281>.

<sup>21</sup> Buck, 'The Reformation', 23.

for change, predicted by John Knox and weaponised by his deliberately chosen sermon on the cleansing of the Temple, is perhaps an indirect indication of similar resentments.<sup>22</sup> Firmer evidence of dissatisfaction is present within the StAUL archives, with a series of records indicating that Holy Trinity Church sued several residents for defaulting on rent charges during the 1550s.<sup>23</sup>

Nevertheless, the dramatic proliferation of rent charges in the fifteenth century was enabled by the citizens' enthusiasm for utilising their present fortunes to control their future fate in the afterlife – a phenomenon of the Later Middle Ages which Jacques Chiffolleau has characterised as 'la comptabilité de l'au-delà'.<sup>24</sup> Frequently, rent charges were ceded to the church in the form of *donationes pro anima*. Although medieval almsgiving has been occasionally characterised as haphazard and indiscriminate, these donations were often highly specific in their expectations of how the funds should provide for their salvation.<sup>25</sup> One such notarial instrument from November 1479 details Thomas Guild of Easter Grange allocating more than 16s. in annual rents to Holy Trinity Church for the purpose of specific memorial activity, including a 'trental' set of masses said in remembrance for thirty days from the date of his passing:

celebrating *placelo* and dirge and a requiem mass in the morning and a trental of masses yearly on the day of the death of said Thomas Guild, for the safety of the souls of himself and his spouse, children, brothers, sisters, friends and benefactors, with two lighted candles upon the bier, with the chantors in black cloaks with the deacon and sub-deacon *sacerdoti* chanting mass in their ministerial habits, and a bellman going on the preceding night through the streets and squares of the said city to exhort the people to pray for the souls aforesaid and to be present at the said obsequies with bells.<sup>26</sup>

As well as being typical in its prescriptive nature and itemised commodification of deliverance, Thomas Guild's commitment is also characteristic of other fifteenth-century examples in using a local bailiff as a temporary proxy in the exchange. In the first instance, he therefore 'resigns' the rents into the hands of Robert Methven, bailie of St Andrews, who acting as his representative subsequently 'gave sasine thereof to Sir John Cook, chaplain, as procurator for the choristers of the church'.<sup>27</sup> In this case, the introduction of the bailiff as

<sup>22</sup> Rhodes, 'Property and Piety', 28.

<sup>23</sup> StAUL, B65/1/1, fols 39v–50v; Rhodes, 'Augmenting Rentals', 236.

<sup>24</sup> 'accounting of the afterlife'; J. Chiffolleau, *La comptabilité de l'au-delà: les hommes, la mort et la religion dans la région d'Avignon à la fin du Moyen Age* (Rome, 1980), 26.

<sup>25</sup> On the comparative value of indiscriminate and discriminate charity, see J. Brodman, *Charity and Religion in Medieval Europe* (Washington DC, 2009), 28.

<sup>26</sup> StAUL, B65/23/85c, 'Notarial Instrument, Thomas Guild founds anniversary, Holy Trinity, St Andrews', 16 November 1479. Translation drawn from catalogue record at <https://collections.st-andrews.ac.uk/item/notarial-instrument-thomas-guild-founds-anniversary-holy-trinity-st-andrews/2030373>.

<sup>27</sup> Ibid.

‘middleman’ to imminently hand off the rent charge does not create distance between the grantor and the church. Rather, the bailiff is intended to function administratively to control the land transfer and also as a safety net, ensuring that the conditions of the donation will be enforceable following Thomas’ anticipated demise.

Although the formulaic nature of charters is often a barrier to uncovering emotive expressions, it is nevertheless possible to discern a degree of anxiety concerning the possibility that agreements might be forgotten and their specific terms disregarded. This would represent not only a spiritual disservice but also a significant default on a commercial contract. As we have seen, the church was not afraid to enforce its own rights to unpaid rent charges through legal action. The inclusion of the bailiff as an intercessory figure likewise offered some comfort regarding the rights of the vendor. It was not, however, a faultless guarantee of satisfaction, particularly without documentary proof. An unusual deed from April 1491 involves the transfer of annual income worth 2s. from land in Fisher Street, St Andrews, by Walter Clark and his wife Nicola.<sup>28</sup> Resigned into the hands of one of the town bailiffs, Andrew Kid, the rent charge is given through sasine to John Bride, chaplain, to provide for prayers for the souls of Walter and Nicola at the altar of St Mary ‘de le pette’ in the parish church. As the clause specifying the nature of the intercessory prayers does not mention descendants, but rather only the couple and a generic address to ‘all the departed faithful’, their desire to secure prayers may have been driven by a lack of children to manage their earthly and spiritual affairs once they were deceased. The process was not entirely straightforward, however. In an unusual turn of events, the notary Simon Campion records: ‘Tandem dicta Nicholaia in absencia ipsius sponsi per me interrogata in huiusmodi.’<sup>29</sup> He approached Nicola in the absence of her husband to interrogate the nature of the arrangement through which they had secured salvific prayers. While Simon felt the need to record details regarding her husband’s presence, or lack thereof, his reliance upon Nicola as a source of informed and credible evidence regarding the couple’s affairs is of interest to our understanding about the gendered responsibilities of financial and household management. The slight clause is a tantalising indication that the spousal consent noted in many charters dealing with property disposal, ‘cum consensu et assensu sponse mee’, may be more than a stock formulation. In this case, Simon established through Nicola that the donation had originally been confirmed by an oath undertaken ‘tactis libris’. The gravity of the notary’s inquiries is apparent through the emphatic verb ‘interrogata’, with his inquiries simultaneously highlighting the litigious and spiritual nature of the transaction. This is further confirmed by the notary’s

<sup>28</sup> StAUL, UYSL110/PW/60, ‘Deed given by Walter Clark and Nicola his spouse’, 8 April 1491.

<sup>29</sup> ‘Some time later, the said Nicola, in the absence of her husband, was questioned by me about these matters’; *ibid.*, <https://collections.st-andrews.ac.uk/item/pittance-writ-deed-given-by-walter-clark-and-nichola-his-spouse/2037867>.

definitive confirmation that for either party to contravene the agreement would be to place oneself ‘under the penalties of perjury, infamy and disbarment’. In this case, the recipient John Bride commissioned the notary to produce a public instrument to formalise the agreement, resulting in the extant charter and providing reassurance for both parties. A fine docquet present on the charter serves to reinforce its gravitas.<sup>30</sup>

Despite the irregular circumstances of the agreement’s confirmation, Walter and Nicola’s arrangement to secure the couple’s future in the afterlife nevertheless fits within the common mould of rent charges transferred freely as *donationes pro animabus*. This was not always the case. Another example within the archives and worthy of note due to its nonstandard formulation is StAUL ms37752, a pittance writ of July 1481 detailing John Lothyan selling the perpetual rights to uplift rents from land on Market Street to Thomas Smyth (Plate 1).<sup>31</sup> In addition to the unspecified sum which Thomas has paid as part of the negotiation, he is also required to act as a proxy in securing prayers for John’s family at the altar of St Eligius (Eloy) in Holy Trinity Church. Thus, the agreement is not a donation, but might be considered as a *transactio pro animabus*. To help us understand further the charter’s suggested implications for John’s relationship with his community and his church, its protocol and relevant corpus are reproduced below in a palaeographical facsimile produced by the author. Scribal spelling, punctuation and capitalisation have been retained, with a simplified translation of its content provided for clarity:

Omnibus hanc cartam visuris uel audituris Johannes lothyan senior ciuis ciuitatis s[...].i andree Salutem in domino sempiternam Sciatis me cum consensu & assensu Matilde sponse mee vendidisse alienasse et hac presenti carta mea confirmasse Thome Smytht fabro tres solidos annui redditus annuatim percipiendam & levandam de quadam terra mea cum pertinentiis iacenti infra dictam ciuitatem in vico forj & ex parte boreali vici eiusdem inter terram dominj willelmi Horne capellanj ex parte orientali ex parte vna & terram hugonis dote ex parte occidentali ex parte altera pro quadam certa summa pecunie michi per eundem thomam in mea magna & vrgenti neccessitate pre manibus gratanter persoluta de quaquidem summa pecunie teneo me bene contentum pacatum et integre cum effectu persolutum dictumque thomam heredes suos executores & assignatos pro me heredibus meis executoribus & assignatis quitum & quitosclamo de eadem imperpetuum per presentum Tenendam & habendam prefatum annum redditum cum pertinentiis prefato thome nomine capellanj & altaris beati eligij situati infra ecclesiam parochialem dicte ciuitatis ob denariam celebrandum apud dictum altarium in honore sanctem & indiuidue trinitatis patris & filij & spiritus sancti ac gloriosissime virginis marie ac eciam omnium sanctorum celestis curie a me heredibus meis et assignatis

<sup>30</sup> Ibid.

<sup>31</sup> StAUL, ms37752, ‘Pittance Writ: Sale by John Lothyan of land on Market Street to Thomas Smyth’, 12 July 1481. There is currently no digital record available for this charter through the StAUL archive.

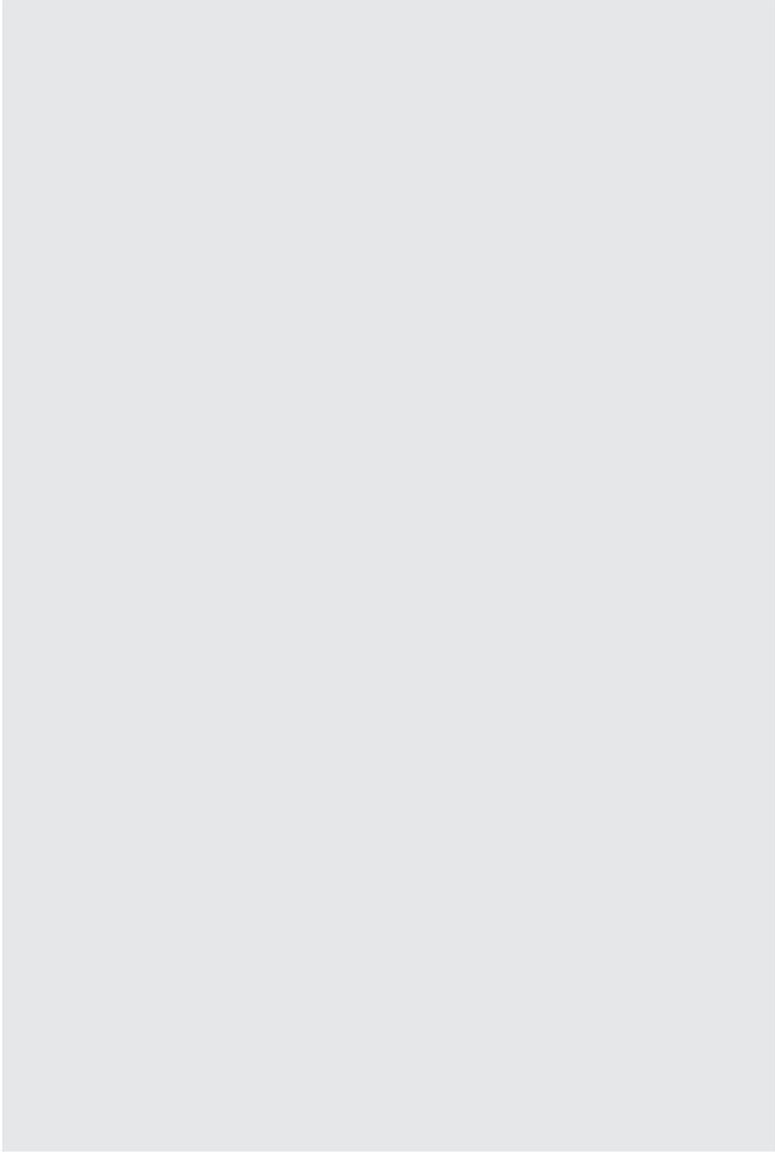


Plate 1 The charter is written in a cursive Scottish secretary hand with French influences. Its busy aspect is complicated by elaborate flourishes, including the distinctively Scottish 'sigma-shaped s' (© University of St Andrews Library).

To all who see or hear this charter, John Lothyan Senior, citizen of St Andrews, sends greetings in the name of the eternal Lord. Know that with the consent and approval of my wife, Matilda, I confirm by this present charter the sale and transfer of a certain piece of my land with pertinences and rents worth three shillings annually to Thomas Smyth the smith. The land lies in the said city at the northern end of Market Street between the land of the chaplain William Horne to the east and the land of Hugh Dott to the west. In return, Thomas has provided me with a certain sum of money in my great and urgent necessity and a guarantee that he and his heirs will hold the land peacefully and honourably, with all claims to the land and pertinences renounced by me on behalf of my heirs and executors. Thomas must hold the aforementioned annual rent with pertinences on behalf of the chaplain and altar of the blessed St Eligius, situated in the parish church of the said city. The money is to provide for celebrations at the said altar in honour of the saint and the undivided Trinity of the Father, Son and Holy Spirit, as well as the most glorious Virgin Mary and all the saints of the heavenly court, on behalf of me, my heirs and assignees.

Why would John Lothyan choose to integrate intercessory prayers into a commercial transaction rather than donate the income to the church? It is possible to reconstruct something of his social status. Within the formulaic concluding and corroborating phrases of the charter's eschatocol, we learn that he did not have his own seal ('non habui sigillum'), and the document is therefore ratified using that of a bailiff, William Melville. At a time when the merchant and middling classes were increasingly adopting personal seals as identifiers in the typical manner of nobility, this may be an indication of lower status. Melville's own sign is emblematic of this aspirational trend, comprising a geometrical merchant's mark within a foliated escutcheon which is deliberately reminiscent of an armorial seal (Plate 2).<sup>32</sup> However, corroboration from a further writ within the StAUL archives appears to confirm that John Lothyan owned multiple parcels of land on Market Street at the time of the sale to Thomas Smyth. While the descriptor 'Senior' makes us aware that John likely has a son or grandson of the same name, in June 1498 John Lothyan resigned land with an annual rent of 6s. on the south side of Market Street 'which he has held for a long time' to his son and heir, William Lothyan.<sup>33</sup> John Lothyan Senior had owned the parcel being disposed of in the 1481 charter since at least 1467, at which time its rent was pledged among many others for the founding of a new altar to Mary Magdalene within Holy Trinity Church.<sup>34</sup> His plot of land at the north side of Market Street is also therefore representative of the intricate fiscal web between the church and community. Due to his status as the holder of multiple tenements, it might

<sup>32</sup> J. H. Stevenson and M. Wood, *Scottish Heraldic Seals* (Glasgow, 1940), 502.

<sup>33</sup> StAUL, B65/23/150c, 'William Lothyan receives tenement, Market Street', 13 June 1498; <https://collections.st-andrews.ac.uk/item/notarial-instrument-william-lothian-receives-tenement-market-street-st-a/2031007>.

<sup>34</sup> StAUL, B65/23/48c, 'Andrew Morrison founds chaplainry, Holy Trinity, St Andrews', 27 September 1467; <https://collections.st-andrews.ac.uk/item/charter-andrew-morrison-founds-chaplainry-holy-trinity-st-andrews/2036171>.

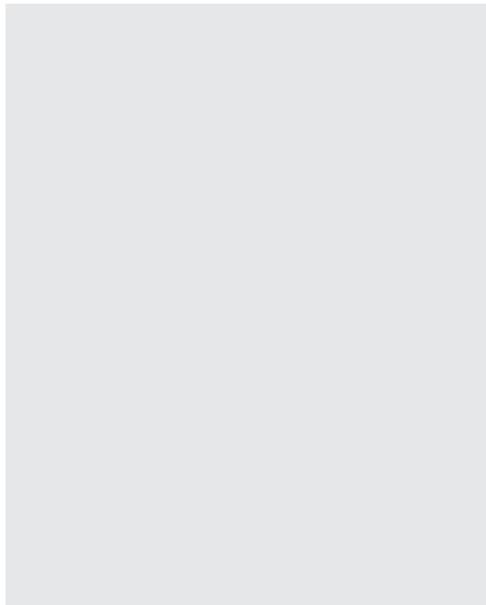


Plate 2 The seal of William Melville, a bailiff of St Andrews, in natural beeswax and featuring two oblique lines crossed in saltire with a Latin cross at the honour point.

appear that John was not without assets and may have had the means to make an outright donation. Nevertheless, the financial commitments and possibility of rent charges associated with owning a tenement complicate this assertion, as does the charter's reference to Thomas' advance payment being made in the context of John's 'great and urgent necessity'. Despite this indication of financial hardship, John nevertheless makes salvific prayers an integral recompense of the arrangement, demonstrating the synchronicity of his concerns for his family's earthly and eschatological accounting.

We must also remain conscious that salvation was not to be bought at any cost. While the proliferation of altars and chaplainries funded by rent charges demonstrates the appetite for salvific intercession, several charters demonstrate a fiscally cautious and practical approach to donation. For example, in 1462 Alexander Ramsay and his wife, Elizabeth Rede, founded a chaplainry in Holy Trinity Church through rental income. The donation included a caveat that if the grantors should fall into poverty then they reserved the right to sell the annual rents for their sustenance.<sup>35</sup> This transactional approach balances

<sup>35</sup> National Archives of Scotland (NAS), NAS B65/22/41; M. Cowan, *Death, Life and Religious Change in Scottish Towns c.1350–1560* (Manchester, 2013), 40.

eschatological concerns with the necessity of procuring lifetime social security. Other agreements, including Walter and Nicola's contested donation, reserve lifetime privileges on their tenements to ensure that the comfort of their final living years are not sacrificed for salvation.<sup>36</sup> Similarly, provision for the afterlife offered a standard alternative clause, beneficial for both parties, where commercial terms could not be sustained. A charter of September 1429 records John Legat, vicar of the Church of Dull in Perthshire which was appropriated to St Andrews Priory, granting an annual income of 6*s.* from his tenement on North Street, St Andrews, to Janet de Kinloch and her successors.<sup>37</sup> Upon the death of Janet, and that of her son William and William's sons, if there should be no further heirs to fulfil the terms of the agreement, then the income is to revert to the church of St Andrews and the regular canons 'pro salute anime mee dicte Jonete et filiorum ac filiarum eius et pro animabus patris et matris et omnium fidelium defunctorum'.<sup>38</sup>

In the context of these examples, it would be wrong to assume that John Lothyan would have automatically donated the rent charge directly to the church if he had been able to do so. Instead, he profits by receiving 'a certain sum of money' in exchange for the land, simultaneously introducing Thomas Smyth as a contractual proxy to secure prayers for his salvation and that of his family. The salvific clause creates an ongoing bond between the vendor and the buyer through the transfer of this critical responsibility. It therefore reinforces that the remembrance and care of the dead was a communal undertaking. This is a further signifier of the same shared obligation which caused Thomas Guild, discussed above, to specify funds to 'exhort the people to pray for the souls aforesaid and to be present at the said obsequies with bells'.<sup>39</sup> Salvation was a shared endeavour rather than the sole preserve of kin and kirk.

In this case, while it is ultimately the chaplain that will make the intercessory prayers, Thomas Smyth is empowered to secure them. The choice of St Eligius, the patron saint of metalworkers whose altar was maintained by the town's hammermen, may indicate that this arrangement for intercessory donation by proxy was enabled through a pre-existing guild relationship. Chaplainries were a focus of such fraternal bonds. For example, hammermen were required to make donations to their altar at defining moments during their careers, such

<sup>36</sup> 'Reservato eis et eorum alteri diucius viventi libero tenemento dicti annui redditus'; StAUL, UYSL110/PW/60; <https://collections.st-andrews.ac.uk/item/pittance-writ-deed-given-by-walter-clark-and-nichola-his-spouse/2037867>.

<sup>37</sup> StAUL, UYSL110/PW/24, 'Notarised copy of charter granting income on a tenement in St Andrews to Jonete de Kinloch', 15 September 1429; <https://collections.st-andrews.ac.uk/item/pittance-writ-notarised-copy-of-charter-granting-income-on-a-tenement-in-st-andrews-to-jonete-de-kinloch/762518>.

<sup>38</sup> 'for the health of my soul and for the souls of the said Janet and her sons and daughters and for mother, father and all the souls of the faithful departed'; *ibid.*

<sup>39</sup> StAUL, B65/23/85c; <https://collections.st-andrews.ac.uk/item/notarial-instrument-thomas-guild-founds-anniversary-holy-trinity-st-andrews/2030373>.

as becoming apprenticed or graduating to master, ensuring it was a locus of professional and spiritual investment.<sup>40</sup> The guild further reserved extensive powers over the altar of St Eligius, including the presentation and dismissal of chaplains and regulation of the hours of devotion.<sup>41</sup> Introduced within the charter as *faber*, the altar must have had personal significance for the smith. Without the benefit of a vocational surname or explicit profession, we cannot be similarly certain that John Lothyan was member of the guild and shared in this characteristically medieval expression of corporate Christianity. William Lothyan's subsequent donation of a separate rent charge to the altar of St Andrew suggests at the very least that his son did not adopt his father's profession, if the elder was indeed a smith.<sup>42</sup> However, we should also consider the possibility that the choice of St Eligius was a concession to Thomas, and perhaps an increased surety that he would honour an agreement effected upon his guild's ecclesiastical territory.

Regardless of the nature of their pre-existing relationship, the agreement nevertheless demonstrates a present and future commitment of reciprocal exchange between the two men. It reinforces community bonds in an acknowledgement that the fight against Purgatory cannot be won alone. John Lothyan's charter does not, however, suggest or privilege a personal relationship with the church itself. The enlistment of a lay proxy as a commercial middleman is not problematised, with the salient point being that the prayers occur, rather than John's physical and emotional immediacy or lack thereof to Holy Trinity Church. This is a distinct form of proxy compared with the intercessory responsibility commonly given to the lay poor, who upon receipt of alms became directly responsible for delivering intercessory orations. While similarly prescriptive and transactional, the virtuous poor were thought to enjoy a special relationship with God, thereby increasing the value of their prayers.<sup>43</sup> Thomas Smyth, on the other hand, assumes a responsibility for the safety of the Lothyan family's souls but is ultimately an enforcer rather than a spiritual conduit. Unlike the bailiffs assuming administrative responsibility for transference of donated rent charges on behalf of the community, Thomas is tasked with securing the prayers as part of a contractual obligation. Thus, the salvific process is commercialised and depersonalised, aiming to bring John's family nearer to God without having to bring them any nearer to the local church. With the chaplain's prayers echoing in the chantry, John would, quite literally, be there in name alone.

A monetised notion of salvation enacted through the sale and donation of rent charges was clearly key to the piety of St Andrews citizens throughout the fifteenth century. Perhaps the greatest confirmation of a distancing rupture

<sup>40</sup> Rhodes, 'Property and Piety', 36.

<sup>41</sup> Cowan, *Death, Life and Religious Change*, 109.

<sup>42</sup> StAUL, B65/23/150c; <https://collections.st-andrews.ac.uk/item/notarial-instrument-william-lothian-receives-tenement-market-street-st-a/2031007>.

<sup>43</sup> Chiffolleau, *La comptabilité*, 26.

between individual and church in pursuit of salvation emerges on the eve of the Reformation itself. How did the church view their rent charges, funds which in most instances implicitly or explicitly commodified the citizens' aspirations for redemption? The answer, it would seem, was interchangeably. An indented charter of August 1530 details a multiplicity of rent charges being transferred between altars at the Holy Trinity church and the convent of the Friars Preachers in St Andrews.<sup>44</sup> The establishment of the Blackfriars on South Street in the middle of the fifteenth century occurred two centuries after the foundation of the mendicant houses in Scotland's major burghs, suggesting the grip of the city's great ecclesiastical institutions on its populace.<sup>45</sup> Nevertheless, the Dominican Order likewise accrued rent charges, and the charter of 1530 is an attempt to geographically consolidate their income, namely, to:

exchange certain annual rents due to the said altars [of Holy Trinity Church] from the tenements now united to the place of the Friars Preachers for other annual rents due to the said place from tenements scattered about the city and belonging to sundry citizens thereof.<sup>46</sup>

The purpose of the transfer is therefore one of convenience, disregarding any spiritual connection which the original donators may have felt with the fabric of either the altars within Holy Trinity Church or to the Dominican Order. In many cases, the donors were dead at the time of the transaction:

Mr Andrew Fowler, one of the chaplains of the altar of St Ninian, exchanges 2s. of annual rent due thereto from the said tenement of the deceased William Watson lying on the south side of South Street ... for 2s. due to the said friars from a croft occupied by the heirs of David Mairs, lying in Argyle.<sup>47</sup>

Accordingly, the exchanges are made with the permission of the provost of St Andrews, James Learmouth of Dairsie, and an assorted collection of bailies and councillors. This collection of officials cannot, however, satisfactorily substitute the sentiment of the original donors. Either they would have been unconcerned about the transfers, again suggesting the tenuous personal connection between themselves and their chosen ecclesiastical foundation, or this demonstrates that the chaplains and preachers are out of step with the community's pious ambitions. Both scenarios demonstrate that the ideology of monetised salvation could afford to bypass intimacy with the parish church, increasing the fragility of the church's position ahead of the Reformation.

<sup>44</sup> StAUL, B65/23/253c, 'Indented Charter exchanging annual rents due to altars, Holy Trinity, St Andrews', 24 August 1530; <https://collections.st-andrews.ac.uk/item/indented-charter-exchanging-annualrents-due-to-altars-holy-trinity-st-andrews/2030560>.

<sup>45</sup> M. H. Brown and K. Stevenson, "'Ancient Magnificence": St Andrews in the Middle Ages: An Introduction', in (ed.) idem, *Medieval St Andrews: Church, Cult, City* (Woodbridge, 2017), 1–19, 14.

<sup>46</sup> StAUL, B65/23/253c. Translations drawn from digital record within StAUL archive.

<sup>47</sup> Ibid.

This survey of select items from the StAUL archives has attempted to disrupt the notion that fiscal commitments for salvation should be translated into direct support for Catholic religious institutions. While financial donations to Holy Trinity remained consistent in the hundred years preceding the turbulent events of the Reformation, the proliferation of rent charges from the fifteenth century onwards offered a new mechanism to be exploited within salvific transactions. Crucially, the integration of salvific clauses into commercial charters demonstrates both the indivisibility of earthly and eschatological accounting, and how salvation might be pursued through means which did not foster a personal relationship between the individual and the ecclesiastic institution. This is particularly demonstrable in cases where a proxy was contractually obliged to secure prayers, such as the agreement between John Lothyan and Thomas Smyth. Further qualitative analysis on the form and function of rent charges in Scotland is needed to draw broader conclusions about their impact, particularly in the decades immediately preceding the Reformation. In particular, examining rent charges in the context of commercialised salvation will help us to understand why, upon hearing John Knox eviscerate the greed of its local ecclesiastics in June 1559, St Andrews was so quick to decide it was getting a bad deal.