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Edda Frankot, “The Scottish Translations of the *Rôles d’Oléron*: Edition and Commentary”, in A. M. Godfrey (ed.), *Miscellany Eight* [Stair Society vol. 67] (Edinburgh, 2020), pp. 13–56

<http://doi.org/10.36098/stairsoc/misc8.2>

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THE SCOTTISH TRANSLATIONS OF THE *RÔLES D'OLÉRON*: EDITION AND COMMENTARY

EDDA FRANKOT

The late fourteenth and fifteenth centuries witnessed an increase in the use of Scots as a language of the law. Evidence of this can be found in different types of sources. Charters and other legal documents show a growing use of Scots from the last quarter of the fourteenth century. In parliamentary legal proceedings, Scots was first recorded in 1390. In burgh court records, Scots also started to replace Latin, such as in the Aberdeen Council Registers in the second half of the fifteenth century.¹ Legal treatises, too, were increasingly in Scots. The oldest known version in Scots of the *Regiam Majestatem*, for example, is found in the Auchinleck MS from around 1455.² The earliest extant Scots translation of the *Leges Burgorum* is even older: from the third quarter of the fourteenth century. The Bute MS, which includes this translation, also contains the oldest known text of the *Rôles d'Oléron* in Scots. But, contrary to the history of the *Leges Burgorum* and *Regiam Maiestatem*, this text was translated from another vernacular language, French, and was only available in Scots in Scotland, at least as far as we are aware.

That does not take away from the fact that the *Rôles d'Oléron* are one of the earliest-translated legal texts in medieval Scotland. As such, it warrants a detailed study.³ This edition aims to provide a detailed examination of the contents of this

- 1 For evidence of this, see the digital edition of the Aberdeen Council Registers: E. Frankot, A. Havinga, C. Hawes, W. Hepburn, W. Peters, J. W. Armstrong, P. Astley, A. Mackillop, A. R. C. Simpson and A. Wyner (eds), *Aberdeen Registers Online: 1398–1511* (Aberdeen, 2019), available at www.abdn.ac.uk/aro. Around 1400, practically all entries were in Latin. By the late fifteenth century (1487–1501), Scots was the main language in 54.51 per cent of entries, and 67.83 per cent of the overall tokens (words) used during this period were in Scots. See Anna Havinga, “The vernacularisation of the Aberdeen Council Registers (1398–1511)”, in Jackson W. Armstrong and Edda Frankot (eds), *Cultures of Law in Urban Northern Europe: Scotland and its Neighbours c.1350–c.1700* (forthcoming 2020).
- 2 Hector MacQueen, *Common Law and Feudal Society in Medieval Scotland* (Edinburgh, 1993), pp. 93–4.
- 3 The translation into Scots of the *Rôles d'Oléron* in the Bute MS was noted by R. J. Lyall, “Vernacular prose before the Reformation”, in R. D. S. Jack (ed.), *The History of Scottish Literature, Volume 1: Origins to 1660* (Aberdeen, 1988), pp. 163–82, at 164–5, and by MacQueen, *Common Law*, p. 94. Angelo Forte pointed to a Scottish manuscript tradition and compared a couple of articles in six manuscripts in “‘Kenning be kenning and course be course’: maritime jurimetrics in Scotland and northern Europe, 1400–1600”, *Edinburgh Law Review* 2 (1998), 56–88, at 57–60. The text tradition was since discussed in more detail in Edda Frankot, “*Of Laws of Ships and Shipmen*”: *Medieval Maritime Law and its Practice in Urban Northern Europe* (Edinburgh, 2012), pp. 81–5, 110–20.

text, comparing it to the original written in French, while also attempting to map the text tradition and providing historical context. This is decidedly not a linguistic study, as that is not my field of expertise (though linguistic aspects are not wholly ignored).⁴ In the following, I will start with a brief history of the *Rôles d'Oléron* and their reception in Scotland. I will then proceed to describe the known manuscripts briefly and indicate the relations between them, before analysing the similarities and differences between the three medieval versions of the text. In the actual edition, each article is followed by a commentary in which the Scottish texts are compared to the original.

THE *RÔLES D'OLÉRON* AND THEIR RECEPTION IN SCOTLAND

The *Rôles d'Oléron* are perhaps the best known of the medieval sea laws in the northern half of Europe. The laws were originally compiled for the wine trade from Brittany and Normandy to Flanders, England and Scotland. They carry the name of a small island off the coast of the medieval duchy of Aquitaine which, since his marriage to Eleanor of Aquitaine, belonged *de uxore* to Henry II of England (1154–89). This probably explains why two of the oldest manuscripts, both from the early fourteenth century, are of English origin. The text itself has been dated variously to the twelfth and thirteenth centuries, but most convincingly to the latter, and more specifically to the year 1286 or shortly before.⁵

The *Rôles d'Oléron* were in use in England by the first half of the fourteenth century and continued to be used there in French. In France, the laws had been adopted as the official sea law by 1364. A translation into Flemish/Dutch was made in the late thirteenth or early fourteenth century. This text is generally known as the *Vonnesse van Damme*, named after one of Bruges' ports. The *Vonnesse van Damme* were soon combined with a Dutch sea law, known as the *Ordinancie*, and later with some articles from the maritime laws of Lübeck, and disseminated across the Low Countries, northern Germany, Denmark and the southern Baltic coast. This compilation with the Lübeck laws was first printed in Copenhagen in 1505, and in Amsterdam in 1532, and, with a few more additions, in Lübeck in 1537. The latter text, which was printed many times in the sixteenth and seventeenth centuries, has become known as the Wisby Sea Law.⁶

A second translation of the *Rôles d'Oléron* was undertaken in Scotland in the second half of the fourteenth century. There is no specific evidence that these laws were adopted as the official sea law of Scotland. However, as will become clear below, the extant copies are mostly part of compilations of the main Scottish laws, such as

4 Some versions of the text have already been consulted for the *Dictionary of the Scottish Language*, available at <https://dsl.ac.uk/>. The ship laws are also discussed by Lyall in his "Vernacular prose before the Reformation", pp. 164–5.

5 Karl-Friedrich Krieger, *Ursprung und Wurzeln der Rôles d'Oléron* (Cologne and Vienna, 1971), p. 71. For other dates, see Frankot, *Medieval Maritime Law*, n. 36. Krieger has conducted the most detailed study of the laws. For a more concise overview in English, see Frankot, *Medieval Maritime Law*, pp. 11–14. For an examination of the laws in an English context, see Robin Ward, *The World of the Medieval Shipmaster: Law, Business and the Sea, c.1350–1450* (Woodbridge, 2009).

6 Frankot, *Medieval Maritime Law*, pp. 14, 21–3.

the *Regiam Maiestatem*, *Quoniam Attachiamta*, the *Leges Burgorum*, parliamentary statutes and other treatises. The fact that at least sixteen copies are extant, and that the translation appears to have been edited on two separate occasions, suggests that the laws were considered to have been of some importance within the Scottish context. This is confirmed by the fact that the text is included in the Morynet manuscript of 1488, which, according to Alice Taylor, “can tentatively be identified as a product of the 1469 commission set up to produce an official book of ancient law”.⁷ It may well be, then, that the laws were adopted nationally. The lack of significant home-grown legislation also points in this direction.

Contrary to the text tradition of the *Rôles d'Oléron* elsewhere in northern Europe, where practically all copies of the *Vonnesse van Damme* were made for town councils, none of the Scottish manuscripts appears to have been produced for this purpose. Mostly these were collections made for or by lawyers for private study. Only a few, in particular manuscript **I** which was produced by and for burgh clerks from Inverness, may have been utilised by scribes and notaries working in a burgh context. So, if the laws were in use at the burgh courts, knowledge of them did not perhaps come directly from written copies of the law, but through customary use. From extant burgh court records, there is also little evidence that the Scottish burghs had written copies of the laws available to them, nor that these laws were consulted on a regular basis in court. In practice, maritime law appears to have functioned largely through custom and *ad hoc* verdicts – even more so than elsewhere in northern Europe. There are few references to actual laws, and judgements were rather “found”, “ordained” or “concluded”. Nonetheless, a study of maritime legal practice in Aberdeen has shown that part of the verdicts of the town courts corresponded with the *Rôles d'Oléron*.⁸

Even although trade with the Low Countries in the fourteenth and fifteenth centuries was important and a copy of the *Rôles d'Oléron* could have reached Scotland in its Flemish form, the translation into Scots was almost certainly made from a French exemplar. There are a few examples of words from the three texts where this is especially clear, such as “mestier de despenses” which became “mystar of despens” (in the Flemish text “to doene van vitaelgen”) and “pur furnir la veyage” which was translated “perfurnis of his wiagis” (“te voldoene de reise”). Other examples are pointed out in the commentary below. In addition, where in articles 1, 4 and 8 of the *Vonnesse van Damme* Bordeaux was replaced by Sluys (another port of Bruges), the Scottish versions include Bordeaux, as well as La Rochelle in some of the other articles, like the original. Noteworthy in this respect is the addition of “Bruges” in article 8 of **Ma**. Bruges had been an important hub for Scottish trade until the second half of the fifteenth century, but it had lost this importance by the time this manuscript was written.

A reference to Oléron is made in only three of the copies (**C2**, **I**, **Ma**), though the spelling of these references (“Alrom”, “Ulroun” and “Admirall”), especially in the case of the latter (from **Ma**), casts into doubt whether it was clear to the scribe

7 Alice Taylor, *The Laws of Medieval Scotland: Legal compilations from the thirteenth and fourteenth centuries*, Stair Society vol. 66 (Edinburgh, 2019), p. 117.

8 Edda Frankot, “Maritime law and practice in late medieval Aberdeen”, *Scottish Historical Review* 89, no. 228 (2010), 136–53, at 143, 151. With regard to the use of written laws in sixteenth-century Aberdeen, see J. D. Ford, “Telling tales: maritime law in Aberdeen in the early sixteenth century”, in Armstrong and Frankot (eds), *Cultures of Law* (forthcoming 2020).

(or any of the owners) what this was. This reference, too, suggests an exemplar in French, although it could have been added later by someone who recognised the *Rôles d'Oléron*, as none of the earliest copies has the name attached to it. The only other copy that refers to the “judgements of the sey”, an alternative name for the *Rôles d'Oléron*, is **A1**. The first and last lines of article 1 in this manuscript closely resemble those of the French original: “In the Jugement of the sey in the first mak a man maister of a ship ...”, ending with “and this is the judgement in this case” (“Et ceo est le jugement en ceo cas”). But this is the only article in any of the manuscripts that includes that phrase, though a later article in the same manuscript has a Scots interpretation of this line in “and that I gif for domme” (art. 12).

The translation was likely made by someone who was not fully knowledgeable in maritime law, resulting in some corruptions in translation. Two subsequent editors tried, separately, to remedy this, one more successfully than the other, but neither obviously had an original copy of the *Rôles d'Oléron* to hand, nor extensive knowledge of nautical terminology (see further below). It is questionable whether it would have mattered much given the likelihood that few, if any, of these copies would have been used to administer justice. And, judging by the lack of marginal comment, the laws were also little studied by the owners of the manuscripts. There were scholars in the sixteenth and seventeenth centuries who collected and wrote about sea laws, including those of Oléron. Most of the articles in these collections are expanded versions, though, and probably originate in England. William Welwod in 1613 did write that contracts normally bore a clause of ruling by law of Oléron, which he called “a forraine law, as all the other laws of the Admirall court commonly are”.⁹ By this time, the laws as found in the *Rôles d'Oléron*, regulating the relations between shipmaster, merchants and crew in accordance with thirteenth-century developments, had become largely obsolete.

THE MANUSCRIPTS

There are sixteen individual copies known of this text, fifteen of which have been used for this study and edition.¹⁰ Two of these copies are found in a single manuscript. Seven of the manuscripts are kept in the National Library of Scotland (NLS), two each in Cambridge University Library (CUL) and the British Library (BL), and one

⁹ For research on the developments of learned maritime law in the sixteenth and seventeenth centuries, see, for example, J. D. Ford, “William Welwod’s treatises on maritime law”, *Journal of Legal History* 34 (2013), 172–210; Ford (ed.), *Alexander King’s Treatise on Maritime Law*, Stair Society vol. 65 (Edinburgh, 2018).

¹⁰ The sixteenth text is BL, Additional MS 48032, ff. 199v–206r. For a description of this manuscript, see Gero Dolezalek, *Scotland under Jus Commune: Census of Manuscripts of Legal Literature in Scotland, mainly between 1500 and 1660*, 3 vols, Stair Society vols 55–7 (Edinburgh, 2010), iii, pp. 347–50. This text has been reported to be based on **Mu** and, as such, is unlikely to differ significantly from the manuscripts examined here. Forte, “Kenning be kenning”, 57 and 60, notes six manuscripts, but one of these (NLS, Adv. MS 24.6.3) actually contains the original of Balfour’s *Practicks*. Frankot, *Medieval Maritime Law*, describes nine. An additional two were noted in Ford, “William Welwod’s treatises”, n. 21. Dolezalek in *Scotland under Jus Commune*, at i, pp. 169–70, lists fourteen manuscripts: nine under “Schip lawis” and five under “Rôles d’Oléron”. These do not include the manuscripts from before 1500, apart from **A1**, but do include three seventeenth-century texts which belong to a separate text tradition (see below).

each in Edinburgh University Library (EUL), Glasgow University Library (GUL), University of St Andrews Library (USStAL)¹¹ and Lambeth Palace Library (LPL). There are three versions of the text: the first includes the first twenty articles of the *Rôles d'Oléron* in the correct order, with the exception of articles 14 and 15, which have been switched around (see table). The second includes all twenty-four articles of the original version of the *Rôles d'Oléron*, but in a different order. The third version includes twenty-one articles. They are in the correct order, again with the same exception of articles 14 and 15, but articles 12, 13 and 19 are lacking. There is only one manuscript with the first version. There are two with version 2 and three with version 3. There is one manuscript which has a copy of version 3 and a copy of version 2, and there are eight manuscripts which have a combined copy of versions 2 and 3.¹² The manuscripts will be discussed briefly in this order. In 2019, Alice Taylor published extensive descriptions of seven of these manuscripts, so more detail on those can be found there.¹³

The Scottish translations of the *Rôles d'Oléron*: article sequence

<i>Liber Horn</i>	<i>v1</i>	<i>v2</i>	<i>v3: A2, C2, Ma, I</i>	<i>v3: A3, H, A4, C1, La, Mu</i>	<i>v3: A5</i>
1	1	14	1	1	1
2	2	15	2	2	2
3	3	16	3	3	3
4	4	17	4	4	4
5	5	18	5	5	5
6	6	19	6	6	6
7	7	20	7	7	7
8	8	21	8	8	–
9	9	22	9	9	–
10	10	23	10	10	–
11	11	1	11	11	8
12	12	2	–	–	–
13	13	3	–	–	–
14	15	10	13	13	9
15	14	24	12	12	–
16	16	11	14	14	10
17	17	4	15	15	11
18	18	5	16	16	12
19	19	6	–	–	–
20	20	7	17	17	–
21	–	8	18	18	13
22	–	12	19	21	15
23	–	13	20	19	14
24	–	9	21	20	–

11 This manuscript was acquired by the library in 2016. Dolezalek was unable to locate it for his *Scotland under Jus Commune*; see i, p. 180.

12 This includes the copy in BL, Add. MS 48032, assuming that **Mu** may indeed have served as an exemplar for this copy.

13 Taylor, *Laws of Medieval Scotland*, pp. 49–60 (**B**, her **C**), 117–29 (**A3**, her **K**), 130–7 (**Lp**, her **L**), 156–66 (**A4**, her **O**), 167–79 (**H**, her **P**), 180–9 (**C1**, her **Q**), 190–9 (**Mu**, her **R**).

Sigla

A1	NLS, Adv. MS 24.4.15 (Auchinleck)	v1	s.xv ³ (c.1455?)
B	NLS, MS 21246 (Bute)	v2	s.xiv ⁴
Lp	LPL, MS 167	v2	s.xv ^{ex}
A2	NLS, Adv. MS 25.5.7	v3	s.xv ³ (1470s?)
C2	CUL, MS Kk 1.5	v3	s.xvi ⁱⁿ
Ma	UStAL, Ms 39000 (Marchmont)	v3	s.xvi (c.1548)
I	NLS, Acc. 11218/5	v3+v2	s.xvi ^{med}
A3	NLS, Adv. MS 25.5.6 (Monynet)	v2+v3	s.xv (c.1488)
H	BL, MS Harley 4700	v2+v3	s.xvi ^{1/2}
A4	NLS, Adv. MS 25.5.9 (Bannatyne)	v2+v3	s.xvi (c.1520)
C1	CUL, MS Ee 4.21	v2+v3	s.xvi ^{med}
A5	NLS, Adv. MS 7.1.9 (Malcolm)	v2+v3	s.xvi ^{3/4}
Mu	GUL, MS Murray 548	v2+v3	s. xvi ^{3/4}
La	EUL, Laing III 381	v2+v3	s.xvi ³ (c.1563?)

The only copy of version 1, **A1**, is from the third quarter of the fifteenth century, possibly from 1455. It includes *Regiam Majestatem*, *Quoniam Attachiamenta*, statutes, burgh laws and some shorter legal texts, mostly in Scots.¹⁴ The copy, on ff. 159v–163r, is headed “Her folowys the lawys of schippis”. The twenty articles that follow are not numbered or titled, which makes recognising the individual articles a bit of a challenge.

The oldest known copy is **B**, which dates to the last quarter of the fourteenth century.¹⁵ The title “Of law and custome of schyppys” is the last in the list of contents. This title is generally used to head four articles of the *Custuma Portuum* followed by a copy of *Oléron*. The copy of the ship laws is on ff. 172r–174v and entitled “leges navium”, while the first article is headed “Of lawis of scyppis”. The twenty-four articles are not numbered, but they are headed by a short title in red ink and an initial drawn in red or blue. This is the most decorated of the copies.

The second single copy of version 2 is **Lp**. This manuscript has been dated to the late fifteenth century.¹⁶ It contains *Regiam Majestatem*, *Leges Burgorum*, acts of parliament and other legal texts, mostly in Latin. The copy of the ship laws, on ff. 214r–217r, is untitled and hidden between parts of the *Leges Forestarum*. The articles are neither numbered nor titled.

The first copy of version 3 is in the third oldest manuscript, **A2**, from the 1470s. The manuscript includes *Regiam Majestatem*, statutes, baron court laws, burgh and guild laws and other legal texts, which are all in Scots. The copy of the ship laws is incomplete: the first three articles and part of the fourth are missing as a result of a missing leaf. The remaining text is on ff. 132r–134v. The articles are numbered and titled, but some errors are present: the number “viii” has been used twice; the title of article vii is used for both article vi and article vii; and the title of article x (*Oléron* 11) is that of *Oléron* 12, which itself is not included.

The second copy of version 3 is **C2**. This is a compilation of some literary texts, such as the *Boke of Polocye* by Christine de Pisan and Sir Philip Sidney’s *The Countess*

¹⁴ Dolezalek, *Scotland under Jus Commune*, ii, pp. 318–27.

¹⁵ Taylor, *Laws of Medieval Scotland*, p. 49.

¹⁶ *Ibid.*, p. 130.

of *Pembroke's Arcadia*, theological works, and certain Scots legal texts, mainly *Regiam Majestatem*, burgh laws and acts of parliament. The texts are in English and in Scots and were written in the fifteenth and sixteenth centuries. The ship laws are in early sixteenth-century handwriting.¹⁷ The sections of the manuscript are foliated separately and bound together at a later time. Our text is in section no. 4, of which leaf 1 is wanting. The text starts on f. 2r with the incipit “Her begynnis the copiiis of the Rollis of Ulroun and the Jugement of the lawis of the see in the fyrst”, followed by a list of contents. The articles are titled and numbered. The titles and initials are in red ink. The explicit “Explicit” is on f. 4v.

The third copy of version 3 is **Ma**, which is dated 1548.¹⁸ The sea laws are on ff. 69r–74v and have a similar incipit to the previous manuscript: “Heir begynniss the copiiis off the Rollis of Admirall and the Jugement of the lawis of the sey.” The incipit is also followed by a list of contents. Unusually among the copies discussed here, the text has a similar explicit. The manuscript also includes *Regiam Majestatem*, burgh laws, statutes of various kings, *Leges Marchiarum* and *De exceptionibus*. All of these are in Scots.

I is unusual in that it includes two separate copies of the text. As opposed to the manuscripts which include a double copy of versions 2 and 3 in that order, version 3 comes first in this book, on ff. 297r–300r, whereas the text of version 2 is on ff. 305v–309r. It appears that the texts were written by two different scribes, with the second one looking less tidy than the first. There is no indication that anyone recognised the similarity between the two texts. The text of version 3 has an incipit that is similar to that in the previous two manuscripts: “Heir begynniss the copiiis of the Rollis of Alrom and the Jugement of the lawis of the see in the first the titulis”, followed by a list of contents. The articles are titled and numbered. The initials of each article are decorated simply. There is no explicit. In the second copy, the ship laws are preceded by the four articles of the *Custuma Portuum*, like in the other copies of version 2. This is headed “Heir begynniss the Lawis and customis of schippis and of the sey”. Our text begins towards the bottom of f. 306v and is entitled “Of lawis of schippis and schipmen” as if it is an article in the “lawis and customis of schippis and of the sey”. Some of the articles are titled, but they are not numbered. The beginning of the article is sometimes presented in bold.

I is also unusual in that it has a connection to a pair of town clerks from Inverness (hence its *siglum*). According to Sally Mapstone, the manuscript was bound around 1575. It includes various paper documents with a connection to the burgh of Inverness and some of its burgesses. One of its owners was William Cumming, who was a burges of Inverness and who served as town clerk from 1561 onwards. The scribe was Gilbert Duff, another burges and town clerk around the same time.¹⁹ As such, the contents may have informed legal practice at the Inverness courts in the sixteenth century. Fragments removed from the binding of the manuscript included polyphonic

17 Dolezalek, *Scotland under Jus Commune*, iii, pp. 46–7.

18 “Marchmont Regiam”, *St Andrews Digital Collections*, available at <https://arts.st-andrews.ac.uk/digitalhumanities/fedora/repository/digitalcollections%3A7954> (accessed 2 March 2020).

19 Sally Mapstone, “A newly discovered copy of a work by John Vaus, and its manuscript context”, in Kevin J. McGinley and Nicola Royan (eds), *The Apparelling of Truth: Literature and Literary Culture in the Reign of James VI. A Festschrift for Roderick J. Lyall* (Newcastle upon Tyne, 2010), pp. 30–47, at 33–5.

music from the Inverness song school.²⁰ The bulk of the manuscript consists of *Regiam Majestatem*, but it also includes burgh laws and statutes. The texts are in Latin and in Scots.²¹

The remaining manuscripts all include a combined copy of versions 2 and 3, preceded by the four articles of the *Custuma Portuum*. The whole of this is usually titled “The laws and the customs of ships”, but in the following I am referring to the folios and titles of the *Rôles d’Oléron* only. The oldest one of these is **A3**. This manuscript is known as the Monynet manuscript, as it was (mostly) written by James Monynet in 1488. Monynet was an Edinburgh notary, active in the area in the late 1480s and early 1490s.²² The manuscript includes *Regiam Majestatem*, statutes, burgh and guild laws, in a mix of Latin and Scots. The copy of *Oléron* is on ff. 206v–216v and includes forty-five articles. It is headed “Off lawis of schippis & schipmen”. The articles are not numbered, but most of them are titled. The sequence follows those of **B** and **A2** (but including the beginning), apart from at the end, where the penultimate article has been moved to the end, probably as a result of having accidentally skipped it. This may be the first instance of a combination of versions 2 and 3 of the *Rôles d’Oléron*, but there is no indication in the manuscript of an awareness that two texts were amalgamated. There is an addition in the margin of article 16 of the first copy, which is likely based on the text of the same article in the other copy.

The remaining manuscripts are from the sixteenth century. **H** is probably from the first half of the sixteenth century.²³ The manuscript is closely related to **A3**.²⁴ It contains *Regiam Majestatem*, *Leges Burgorum* and other legal texts, mostly in Latin.²⁵ The copy, on ff. 145r–151v, is entitled “Of lawis of schippis and schipmen”. The sequence is the same as that in **A3**. The titles and first words of each article have been written in red ink, and the text is rubricated.

A4 was written in 1520 by John Bannatyne, who was a chancery scribe and notary public. Bannatyne also owned the manuscript before it was passed on to his son, James Bannatyne.²⁶ The contents of the book are similar to those of the previous two manuscripts.²⁷ The ship laws on ff. 144r–150v are entitled “lawis of schippis & schipmen”. There are different titles at the top of the pages, one of which (appearing three times) is “Of laws of (schippis &) schipmen & the Jugement of the lawis of the sey”.

From the second quarter of the sixteenth century is **C1**. It was owned by Robert Reid, who was bishop of Orkney from 1541 and also president of the College of Justice. Part of the manuscript was written by Robert Galbraith (d. 1544), who was Queen’s Advocate and Lord of Session among other things.²⁸ This manuscript

20 “Manuscripts from St Benedict’s Abbey, Fort Augustus”, National Library of Scotland, available at <https://www.nls.uk/collections/rare-books/collections/fort-augustus/manuscripts> (accessed 28 February 2020).

21 Dolezalek, *Scotland under Jus Commune*, ii, pp. 90–5.

22 Taylor, *Laws of Medieval Scotland*, p. 119.

23 *Ibid.*, p. 167. Cf. Frankot, *Medieval Maritime Law*, p. 84, with a fifteenth-century date.

24 Taylor, *Laws of Medieval Scotland*, pp. 167–8.

25 Dolezalek, *Scotland under Jus Commune*, iii, pp. 360–5.

26 Taylor, *Laws of Medieval Scotland*, p. 156.

27 Dolezalek, *Scotland under Jus Commune*, ii, pp. 332–6.

28 Taylor, *Laws of Medieval Scotland*, pp. 180, 182.

contains *Regiam Majestatem*, statutes, *Leges Burgorum* and other legal texts, most of which are in Latin.²⁹ The ship laws were written by Galbraith. They have the same title as the previous three texts and are on ff. 306v–312v. The numbering in this manuscript includes the four preceding articles of the *Custuma Portuum*. The articles are in the same sequence as those in **A3**, but only thirty-three have been titled.

The copy in **A5**, which is from between 1555 and 1578, deviates somewhat from the preceding ones, in that it only includes thirty-nine articles. Six articles have been omitted: 32, 33, 34, 36, 41 and 44 (corresponding with articles 8, 9, 10, 15, 20 and 24 in *Oléron*). These articles are unnumbered, but mostly titled and are included on ff. 100v–105r. The rest of the manuscript consists of *Regiam Majestatem*, burgh laws, statutes, *Quoniam Attachimenta*, forest laws and some shorter legal texts, most of which are in Scots.³⁰

Mu was written in Edinburgh by Henry Ayton, a notary, in the summer of 1546. It was commissioned by James Bannatyne, who was a burghess of Edinburgh and the son of the scribe of **A4**.³¹ The manuscript is closely related to that book and may have served as an exemplar for the only known text of the *Rôles d'Oléron* not considered here: British Library, Add. MS 48032. The ship laws are titled “Off Lawis of schippis and schipmen” and are foliated 156r–162v.³² The articles are not numbered and partly titled. The opening words of many of the articles are in bold.

The final manuscript is **La**. This was written by Peter Galbraith in 1563. It includes a large amount of legal texts, including *Regiam Majestatem*, statutes of various kings, *Leges Burgorum*, *Statuta Gildae* and *Leges Marchiarum*.³³ The ship laws, preceded by the four articles of the *Custuma Portuum*, are numbered “22” in the description of the manuscript. The title “Of Lawis of schippis and schipmen” is at the bottom of f. 230r. The articles are not numbered and are partly titled. The first initial is decorated in black ink. In the remainder of the text, the first words of most of the articles are rendered in bold. The explicit on f. 237v reads “Heir endis the constitutionis and Lawis of schippis”.

Three other copies categorised by Dolezalek under the heading of *Rôles d'Oléron* (NLS, Adv. MS 25.3.4, Adv. MS 6.2.2 and EUL Laing III.740) are not part of the same manuscript tradition as the texts described above.³⁴ These texts may include hints on the reception of the *Rôles d'Oléron* in the seventeenth century, but they will not be considered here.

RELATIONS BETWEEN THE COPIES

The main division between the various copies has already been indicated above. **A1** as the only representative of version 1 stands completely on its own. **B** is the oldest copy of version 2, but it is not necessarily the best version of the text. There are a number of variations between **B** and most of the other copies of this text where the

29 Dolezalek, *Scotland under Jus Commune*, iii, pp. 42–4.

30 *Ibid.*, ii, pp. 125–7.

31 Taylor, *Laws of Medieval Scotland*, p. 190. Compare with the date in Dolezalek, *Scotland under Jus Commune*, iii, pp. 326–35, specifically 326.

32 With regard to the foliation, see Taylor, *Laws of Medieval Scotland*, p. 190.

33 Dolezalek, *Scotland under Jus Commune*, iii, pp. 205–7.

34 *Ibid.*, i, pp. 169–70. See n. 10 above.

latter present the better text. **B** also has titles which only appear in **B**, and **B** is the only one which has titles for all but one of the articles. The other copies, with the exception of **Lp**, which does not have any, only have titles for less than half of the articles. These are different from **B**, but the same across those copies. **A3** and **H** have an additional four titles, which confirms the strong relation between these two manuscripts which was already referred to above. This relation is also clear from two occasions where additions in the margin in **A3** have been incorporated into the text in **H**. Notwithstanding this, **H** does include occasional variations which are unique to that manuscript, for example the addition of “or culye” in article 6. Taking all this into account, it is likely that **B** on the one hand and the copies in **I**, **A3**, **H**, **A4**, **C1**, **A5**, **Mu** and **La** share a predecessor.

This predecessor may also be the exemplar for **Lp**, which stands on its own. **Lp** shows many small variations, which are partly the result of deliberate editing and partly that of accidental omissions.³⁵ Sometimes **Lp** provides slight improvements to the text, for example in article 7 (article 20 in version 2). This text is slightly confusing in that the “he” is the shipmaster on the first mention, but a mariner on the second: “And he aw to fynd hym syk mete as qwhen he was in the schip”. In **Lp** this has been changed so the “he” is the shipmaster on both occasions: “... as he did in the schip”. **Lp** is also the only one of the copies of version 2 which does not have the four articles of the *Custuma Portuum* attached to it at the beginning.

Concerning the texts of version 3, it is clear that **C2**, **Ma** and **I** form a separate group. There are several instances in which these three texts (occasionally also including **A2** itself) deviate from the rest. Looking at the titles, these three texts are the only ones which include a reference to Oléron (see also below) at the beginning. **A2** is lacking the beginning of the text, so we do not know whether this text also included that reference. The remaining titles are largely the same, but there are a few exceptions. In article 5, both **C2** and **Ma/I** deviate from the rest and from each other. The title in the list of contents of **C2** does, however, correspond with the title in **I**. In article 6, **A2** has the wrong title – it belongs to the next article. **C2** and **I/Ma** vary slightly from each other and from the rest. In article 11, **A2**, **C2**, **Ma** and **I** present the title of article 12, an article that is not included in this version of the text. The wording of **C2** shows a slight variation. In article 20, **C2**, **Ma** and **I** have the same title, **A2** has a different one, and the rest have a different one again. In article 21, **A2**, **C2**, **Ma** and **I** are the same, but vary from the rest.

In some of the cases where **C2**, **Ma** and **I** deviate from **A2**, they are closer to **A1**, and as such closer to the original French and, presumably, the initial translation. **C2** and **I** do also at times deviate from each other. In most cases, though not all, **I** has the better text. For example, **C2** has “betuene” in article 5 where it should be “be tyme”. In article 6, it has “fynd” instead of “send” and “helpit” instead of “helit”. **Ma** is mostly closest to **I**. For example, in article 8, **I** and **Ma** have “Ilk man a tyme se” where it should be “Ilk man a tun fre”. **Ma** does, however, show some clear deviations from both **C2** and **I**. Its scribe appears to have done some active editing in the text. He has taken out whole sentences, for example in article 3 where the last section about

³⁵ Cf. Taylor’s comments on **Lp** (her manuscript **L**) being “unusual in some respects”: *Laws of Medieval Scotland*, p. 130.

the selling of ship's gear is lacking. Elsewhere, he has changed the wording, for example earlier in article 3 where "the gudis in als mekle as thaj may and thaj have in wyne or ony uthir gudis" replaces "to saif alsmeikle of the gudis as thaj may do". Article 8, moreover, sees the already mentioned addition of the town of Bruges. There are also a remarkable number of occurrences in **Ma** of the meaning of a sentence having changed completely – from positive to negative or vice versa. In articles 7, 15 and 20, "nocht" and "na" have been added; in article 17, "bayth" has been changed to "na"; and in article 18, "na" has become "may". Some of these may be accidental, but the addition of "nocht" or "na" on three separate occasions may have been deliberate.

Taking all the evidence into consideration, **A2** on the one hand and **C2**, **Ma** and **I** on the other are probably both linked to an earlier text which was closer to the original translation. The other copies of this text are linked to **A2**, though with some clear variations. Within this latter group, **A5** stands on its own in that it is the only text which omits six articles. It is not clear why specifically these six articles have been omitted: the texts of these articles do not appear particularly close to the versions elsewhere in the same text, or at least not closer than the other articles. In fact, one of the articles left out is number 9, which presents significant differences to the text in version 2. There are also other examples of slight editions in **A5**, as well as (accidental) omissions which can only be found in this text.

Manuscript **I** does not provide the link between the single copies of versions 2 and 3 and the combined copies. First of all, the manuscript was written at a later time than at least two of the copies with a combined text. Second of all, the text of version 3 in **I** is clearly from a tradition separate from that in the combined texts. So, this combined text was based on a different exemplar – one closer to **A2**. The texts of version 2 in the combined manuscripts are quite similar to the text of the same version in **I**, and closer in fact than to the other two single copies of version 2 (**B** and **Lp**). It is likely, then, that, with regard to version 2, **I** and the text in the combined version were based on a shared exemplar.

SIMILARITIES AND DIFFERENCES BETWEEN THE THREE VERSIONS OF THE TEXT

On the whole, **A1** stays closest to the original French and, as such, presumably closest to the original translation of the text, though it does lack the final four articles. This original translation appears to have been used in different ways, which has resulted in three different texts. None of the oldest extant versions of those three appears to be based directly on one of the others. The scribe of **A1** only left out a word or part of a sentence in a few cases. **B**, on the other hand, has a number of additions of words and sentences to the text. The additions do not always make the text clearer. In addition, for an unknown reason, the sequence of the articles was changed in **B**. Finally, the writer of **A2** or a predecessor made the most significant adjustments to the text, though this is restricted to some articles. He changed the wording of sentences in those cases where these were not clear, or perhaps these did not correspond with what the scribe may have considered to be correct. A good example with regard to the differences between the three texts is article 9, of which all three versions have

been presented below. In this case, **B** shows some quite elaborate additions in the second part of this article on jettison, whereas the wording in **A2** is very different to that in the other two texts. In other places, the wording between the texts is much more similar – so, rather than being a second translation of the text (which seemed a possibility on first examination of these texts), **A2** shows deliberate and occasionally well-thought-out changes.

When considering the translation of some of the articles in **A1**, it is easy to understand why someone may have felt the need to edit it. The meaning of some of the articles is unclear because they were translated badly, presumably because the original French was misunderstood, or the nautical terminology was unknown to the scribe.³⁶ An example of this is article 14, all three versions of which are presented and commented on below. Originally, this article concerned the practice of refusing a troublemaker his food three times, and as such giving him three opportunities to improve his conduct before being thrown off the ship. This practice is no longer recognisable in the Scottish text. Instead, the prominence of the skipper in relation to his mariners was stressed: he had to be honoured, and rebellious sailors could be ejected from the ship. Whether this variation was due to a bad understanding of the original French, or to a deliberate change to fit Scottish customs, is unclear. In many cases, it is more likely to be the former. It is notable that the shipmaster is allowed a more powerful and advantageous position in relation to his crew and the merchants than in the original on a number of occasions (see articles 8, 12, 14 and 21). The last part of article 14 was certainly mistranslated, though, and does not make any sense in the Scottish texts, as will be discussed further in the commentary below.

A final point which should be made is that, as a result of the corruptions in the translation, a number of articles in the Scottish text no longer regulate actual legal problems (in particular articles 3, 8, 10, 11, 13, 14 and 20). The situation that is described in these would never have occurred in legal practice, and the articles have therefore become meaningless as laws. It can thus be concluded that it is unlikely that the texts were translated or transcribed by men who were familiar with the administration of maritime justice or who had experience at sea. In addition, it is highly unlikely that these texts were referred to in legal practice, though they may have been consulted. This fits with the comment already made that few of the manuscripts originate in an urban context. Moreover, medieval maritime law had come forth from legal practice. It was not a learned law and had been written in the vernacular from its inception. As such, until the second half of the sixteenth century (when James Balfour included sea laws in his *Practicks*, William Welwod wrote his *Sea-Law of Scotland* and David Kintor and Alexander King, both active as admiral deputies, wrote treatises about maritime law), learned lawyers may have had very little knowledge of maritime law.³⁷ As a result, the scribes and owners of the legal compilations which include copies of the *Rôles d'Oléron* would have been badly placed to judge the contents of these laws.

³⁶ See also Forte, “Kenning be kenning”, 60.

³⁷ Frankot, *Medieval Maritime Law*, pp. 86–8; J. D. Ford, “A guide to the procedure of the Admiralty Court”, *Scottish Archives* 18 (2012), 95–107, at 95. For an edition of King’s treatise which was never published, see Ford (ed.), *Alexander King’s Treatise on Maritime Law*.

The edition that follows therefore does not draw any conclusions on potential legal developments based on textual changes, seeing that the texts in many cases do not reflect actual laws or legal practice. Nor are we looking for the original text of the laws, as this is available to us already in the original French *Rôles d'Oléron*. The aim of this edition is instead to give an insight into the text tradition of an imperfect translation, by focusing on what this initial translation may have looked like and how subsequent scribes dealt with the imperfections.

EDITION AND COMMENTARY

This edition includes the twenty-four articles of the *Rôles d'Oléron* in Middle Scots. The articles have not been translated into modern English, nor is the text of the original version of the *Rôles d'Oléron* in Old French included in this edition.³⁸ Instead, a two-part commentary on each article is provided, in the first part of which the original articles in Old French have been summarised in modern English, and in the second the main differences between the original Old French version and the medieval Scottish versions are noted.

As a result of the great number of witnesses and the existence of three versions of the text, not all variants have been included in the edition. This would have made the critical apparatus too unwieldy. In most cases, an article of one of the three versions has been chosen as the main example of the text. This is the text that most closely resembles the original French, and is therefore presumably closest to the original translation into Scots. This is most often **A1**, but is on occasion **B** or **A2** (once represented by **C2**). In two cases, all three versions have been included – and, with regard to the last four articles, both versions (**A1** does not include these articles). This is because in these cases the texts are so different that it would be too complicated to indicate the variations. This provides an opportunity to show the three texts side by side and to indicate in more detail the variations between the various copies of versions 2 and 3.

The critical apparatus refers to versions in the first instance (**v1**, **v2**, **v3**), and to manuscript sigla in the case of exceptions. Variants that have not been included are especially those that present the same meaning (in different words or with the words in a different order) as the texts used as the exemplar. The most detail is provided with regard to the differences between the three main versions. With regard to the various copies of versions 2 and 3, only significant differences (though of course one can argue over what is significant), and preferably ones that appear in more than one manuscript, have been included. Not included are, for example, variations in the use of “gif” and “and” (or a combination of these two); variations in singular and plural (he – they; schipman – schipmen), unless it changes the meaning of the text; or variations in the use of “in” and “at”.

The sequence of the articles follows that of the Liber Horn, the oldest extant copy of the *Rôles d'Oléron*. This manuscript was edited and translated by both Krieger (into German) and Ward (into English), both of which have been utilised and are

38 For this, with English translation, the reader may consult Ward, *World of the Medieval Shipmaster*, Appendix 1. The same, with German translation, can be found in Krieger, *Ursprung und Wurzeln*, pp. 122–45. I generally prefer the edition and translation by Krieger.

referred to here.³⁹ The latter also includes a commentary. The commentary on a late fifteenth-century copy of the Flemish translation of the *Rôles d'Oléron*, written by Albrecht Cordes, has also been utilised for comparison.⁴⁰

EDITORIAL CONVENTIONS

For the sake of intelligibility, punctuation and capitalisation have been modernised, as has the use of u/v and i/j. Abbreviations have been expanded silently, as has Tironian “et”.

The spelling in the critical apparatus follows that of the main texts of each version (**A1**, **B**, **A2** (**A3** in the first three articles)) or the first copy mentioned when there are a number of versions or manuscripts listed. If there is great variation in the spelling, that is to say if a word might be understood to mean something else, all relevant variants have been included.

Generally, the articles have been included as they were written in one or all three of the main texts without corrections (apart from the modernisations mentioned above), but in a few cases an addition has been included [in square brackets] based on the other manuscripts of that particular version. This has been done when these copies included words that were clearly erroneously omitted from the main text and when the addition clarifies the meaning of the article.

In those cases where a manuscript includes two copies, it is indicated whether the variant is presented in the copy of version 2 (**v2**) or version 3 (**v3**), unless it is clear from the context which of the two versions is meant.

The following abbreviations have been used in the critical apparatus:

- add* This indicates additions as compared to the text used in the example.
- exc* This indicates exceptions within the indicated variants of the three main versions. For example: “the Rochell] Rochel **v2** (*exc* **Lp**, **A5**, **H**, **C1**)” indicates that the main article has “the Rochell” and that **v2** has “Rochel”, with the exception of the copies of **v2** in **Lp**, **A5**, **H** and **C1**, which have “the Rochell”.
- marg* This indicates an addition in the margin.
- om* This indicates omissions. No differentiation has been made between deliberate or erroneous omissions.
- tit* The original text does not use titles, and the titles used in the Scots versions vary. Therefore the titles have been included in the footnotes.

39 Krieger, *Ursprung und Wurzeln*, pp. 122–45 (hereafter: Krieger); Ward, *World of the Medieval Shipmaster*, pp. 183–205 (hereafter: Ward).

40 Albrecht Cordes, “Flandrischer Copiar Nr. 9. Juristischer Kommentar”, in Carsten Jahnke and Antjekathrin Grassmann (eds), *Seerecht im Hanseraum des 15. Jahrhunderts. Edition und Kommentar zum Flandrischen Copiar Nr. 9* (Lübeck 2003), pp. 119–44, at 135–41 (hereafter: Copiar).

ARTICLE 1(A1, art. 1)⁴¹

In the jugement of the sey, in the first mak a man⁴² maister of a schip, thet is twa mennis or iij. The schip passis out of the lande and cumis to Burdus or to the Rochell⁴³ or to be frachtyt in ony strangis sted.⁴⁴ The maister may not sell the schip bot gif he haf commandment⁴⁵ or procuratioun⁴⁶ of his masteris; bot gif⁴⁷ mister of expensis,⁴⁸ he may weill⁴⁹ lay sum of the takill⁵⁰ in wed with consail⁵¹ of his falowis within burd.⁵² And this is the jugement in this case.⁵³

Commentary

Summary of original provisions in the Rôles d'Oléron: This article concerns the competences of the shipmaster in the event of requiring money while abroad. In this case, the ship is owned by two or three men (who have not come along on the journey). The shipmaster is not allowed to sell the ship without their authorisation, but he can pledge some of the ship's gear in consultation with the "compaignouns" (i.e. associates).

Commentary on Scots translations: In the Scottish versions, which are quite similar, it is not clear that the two or three men are the owners of the ship. Otherwise all three versions are fairly faithful representations of the original text. The words "mister of expensis [or: dispensis]" stay close to the original French "mestier de despenses": if he is in need of expenses. Krieger has assumed that the "compaignouns" are the ship's crew, but it is not made clear in the original who they are exactly. The Scottish texts all have "fellows", while "schipmen" is normally used for the crew. I would agree with Ward that this might be a remnant of earlier cooperative ventures.⁵⁴ The same "compaignouns" appear in articles 2, 8, 11 and 18. This is one of only two articles (the other is article 12) in which the final line "Et ceo est le jugement en ceo cas", which is repeated in every article in Liber Horn, has been included in v1.

41 v2, art. 14 (*tit* The maistryr maid may nocht sell (*exc* B: A maistryr may nocht sel the schip; Lp: *om*)); v3, art. 1 (*tit* Of the makyn of a man maister of a schip). This article is lacking in A2. Krieger, pp. 123–4; Ward, p. 191; Copiar, p. 135.

42 In ... man] A man is made v2 It is to wit that a man maid v3.

43 the Rochell] Rochel v2 (*exc* Lp, H, C1, A5) ony uthir strange stede (land A5) v3.

44 in ony strange sted] or at ony uthyr stede v2 (*exc* Lp: or to ane othir sted); *om* v3.

45 commandment] command v2 (*exc* B, H).

46 or procuratioun] or certane bidding v3; *om* v2.

47 gif] without v2: A5; *add* he have v2, v3.

48 expensis] dispensis v2 (*exc* Lp, I) v3.

49 weill] *om* v2.

50 takill] cabillis Lp.

51 sum ... consail] in wed som of the takyl be consaile v2 sum of the takillis in to wed with counsale v3 (*exc* I, C1, La, Mu).

52 burd] schipeburd v3; with consail of his falowis within burd] *om* Ma.

53 and this ... case] *om* v2, v3.

54 Such ventures involved the skipper and the owners of goods, who had the same duties and rights aboard ships during a venture. The skipper steered the ship, and the others acted as crew, but decisions were made by a council of all aboard the ship. See Frankot, *Medieval Maritime Law*, pp. 7–9. For the meaning of "fellow", see "Fallow n.", *Dictionary of the Scots Language* (Glasgow, 2004), available at https://www.dsl.ac.uk/entry/dost/fallow_n; and "Fallowschip n.", available at <https://www.dsl.ac.uk/entry/dost/fallowschip> (both accessed 4 May 2020).

ARTICLE 2

(C2, art. 2)⁵⁵

A schip is havenyt⁵⁶ and abyddis her⁵⁷ tyme, and quhene scho is redy to sal,⁵⁸ the maister aw to ask consele at his fellowis and he aucht to say, lordingis,⁵⁹ we haf this⁶⁰ wedder; sum says the wedder is nocht gude and other sum says it is gude and fayr.⁶¹ The maister aw to accord to⁶² the maist part.⁶³ And gif he dois other ways,⁶⁴ gif ocht cummys to the schip bot gud,⁶⁵ the maister aw to pay the schippis scathis and he haf quharof.⁶⁶

Commentary

Summary of original provisions in the Rôles d'Oléron: This article concerns consultations between shipmasters and “compaignouns” (see commentary to article 1; rendered as “fellows” in the Scots versions) about the weather on departure. The shipmaster must ask each “compaignoun” whether he thinks the weather is suitable for sailing, and he must follow the opinion of the majority. If he does not, he will be liable for the damage if the ship and goods are lost.

Commentary on Scots translations: With the exception of the last line, the Scottish texts are in agreement with Liber Horn and with each other. The words “gif ocht cummys to the schip bot gud” are opaque – they suggest, as does the rest of the sentence, that only damage to the ship should be compensated. The reference to the cargo is left out in **v1** altogether. The addition of “and he haf quharof” appears to be considering the financial position of the shipmaster. Ward points out that some of the copies in French have the addition “si il ad de quay” (“if he had the wherewithal”), which is not included in Liber Horn.⁶⁷ This suggests that one of these acted as the exemplar for the translation into Scots. The Flemish text has a similar addition. Some of the copies of **v3** include the words “it may be takin in gudis” (as does **v2: C1**) – suggesting that the cargo should somehow be involved in the compensation.

55 *tit* Of a schip havynyt abyddand her tyme; **v1**, art. 2; **v2**, art. 15 (*tit* The maistryr aucht to ask counsale (*exc B*: the maistryr suld nocht sail but consent; *Lp*: *om*)). This article is lacking in **A2**. Krieger, p. 124; Ward, pp. 191–2; Copiar, p. 135.

56 havenyt] in a hawyn **v1**, **v3** in to a havyn **v2: A3, A4, Mu, La** in to the havin **v2: I, C1, A5** in to havin **v2: H**.

57 her] his **v1, v2** (*exc A5*).

58 quhene ... sal] and he be redy to sail **v1, v2** (*exc A5*: and she be redy to saill).

59 lordingis] lordis and d[...]kis **v1** lordis **v2, v3: H**.

60 this] *om Lp*.

61 sum says ... fayr] sum sais the wedder is gud and sum sais it is not gud **v1** sum sais the weddyr is gude and sum says nay **v2** sum sais the weddir is gude uthir sum sais it is not gude nor faire **v3: A3, H, A4, C1, A5, Mu, La** sum sayis the wedder is gude and uthir sum sayis the wedder is nocht gude **Ma**.

62 accord to] accord with **v1, v2** concord with **v3: Ma, A3, H, A4, C1, A5, Mu, La** concord to **v3: I**.

63 part] party **v2** (*exc B*).

64 other ways] ony other gatis **v1** uthir gatys **v2**.

65 bot gud] *om v1*.

66 the maister ... quharof] and he haf quharof the maister aw to pay the scathes **v1** the mayster aw to pay the skathys gyf he hafys qwhar of **v2** (*exc C1*: *add* it may be takin in gudis) the maister aw to pay the scathis of the schip gif that he have quhareof it may be takin in gudis **v3: A3, H, A4, C1, A5, Mu, La** the maister aw to pay the skaithis of the schip and that he have it quhairof he may pay **Ma**.

67 Ward, p. 192.

ARTICLE 3(A1, art. 3)⁶⁸

Giff a schip be brokyn in ony land, in⁶⁹ quhat sted sa ever⁷⁰ it be, the schipmen⁷¹ ar haldin to sauf alsmekil of the gud and of the takil⁷² as thai may.⁷³ And gif thai help,⁷⁴ the maister is haldin till borow thaim siluer gif thai haf nane, till thai wat at thai sall turn⁷⁵ hame in thar awin land.⁷⁶ And gif thai help not, the master is not haldin to gif thaim not na len⁷⁷ thaim not,⁷⁸ for⁷⁹ thai haf tynt thar hyr quhen⁸⁰ the schip is tynt.⁸¹ Na the maister may not sell hir takill of his schip⁸² bot gif he haf commandment of his masteris,⁸³ bot he aw to doo it in gud keping quhill he wyt the will of his masteris and to doo with it⁸⁴ alswele as he may.⁸⁵ And gif he⁸⁶ dois other gatis, he is⁸⁷ haldyn to mak amendis, gif he has ocht.⁸⁸

Commentary

Summary of original provisions in the Rôles d'Oléron: This article concerns the responsibilities of the shipmaster towards the crew after a shipwreck. The sailors are expected to assist in the recovery of any parts of the ship and cargo. When they do, the shipmaster must pledge any of what has been saved in order to finance the journey home, if he does not have any money himself. If the sailors do not assist in the salvage, he has no responsibility to give them anything or to take care of them. Moreover, they will be unable to claim any wages if the vessel has been lost. The shipmaster may not sell any of the ship's gear without authorisation of the owners, but shall make sure it is kept safe until he knows their wishes. If he sells it, he shall

- 68 v2, art. 16 (*tit* Off a schip brokin and ane schip to be hyrit in the steid (*exc B* Of saufing of gudis of a brokyn schyp; **Lp:** *om*); v3, art. 3. This article is lacking in **A2**. Krieger, p. 125; Ward, p. 192; Copiar, p. 137.
- 69 in] or in v3 (*exc Ma:* or of).
- 70 sa ever] swa v2 that v3 (*exc C2 I:* sa; **Ma** *om:* sa ever it be).
- 71 schipmen] men v2 schipman v3: **A4**.
- 72 and of the takil] *om* v2, v3.
- 73 may] may do v2 (*exc B*) v3: **A3**; alsmekil ... may] the gudis in als mekle as thaj may and thaj have in myne [*sic*] or ony uthir gudis **Ma**.
- 74 gif thai help] And gyf thai swa do v2 Ande gif thai want v3.
- 75 turn] turn agane v2: **I**, **A5**.
- 76 gif thai haf nane ... land] *om* v3.
- 77 gif ... len] len v2 len thaim na yit to gif v3 (*exc Ma:* len thame na gif).
- 78 not] ony thing v2 (*exc B:* nathyng; **Lp:** *om*) ocht v3; *add* v2: **A3** (*marg*), **H:** na yit to gif thaim ocht And alswa thai haf tynt thar hyre quhen the schip is tynt thai may not sell the takil of.
- 79 for] for than v2 Ande sua v3.
- 80 quhen] And qwhen v2.
- 81 tynt] brokyn v2.
- 82 Na ... schip] the mayster may nocht sel the tacle of the schip v2 thai may not sell the takill of hir v3.
- 83 bot gif ... masteris] bot gyf he haf lefe or commandment of hys maysteris v2 but commandment of the maisteris of that schipe v3.
- 84 bot he aw to ... with it] bot kep all v3; *om* and to doo with it v2.
- 85 alswele ... may] alswele as thai may v3; *om* v2.
- 86 he] thai v3.
- 87 he is] thai ar v3.
- 88 gif he has ocht] gif thai ocht have v3; *om* v2; not for thai have ... ocht] and thaj sall tyne thair hyre **Ma**.

do it in an honest way. If he does differently, he must pay the full damage if he can afford it.

Commentary on Scots translations: In the Scottish texts, the shipmaster is expected to loan money to the sailors when they help (or when they are in need according to **v3**), if they have none. If they do not help, the shipmaster does not need to loan (or give) them anything. The rest of the article is in accordance with the original, though **v3** has cut part of it; this version does not consider the responsibility of the shipmaster when he does sell the ship's equipment. In **Ma**, the whole section on the ship's gear has been omitted.

ARTICLE 4

(**B**, art. 17)⁸⁹

A schyp passys fra burdeus or fra ony uthyr stede⁹⁰ and it⁹¹ hapnys⁹² to payre⁹³ and ryve,⁹⁴ thai sauf⁹⁵ thaim⁹⁶ at that tyme the beste wyse at⁹⁷ thai may,⁹⁸ and thai haf in wynys⁹⁹ or¹⁰⁰ uthyr gude. The mayster¹⁰¹ and the chepmen¹⁰² ar¹⁰³ at grete¹⁰⁴ debate;¹⁰⁵ the¹⁰⁶ schipmen askys of the mayster thair gudes;¹⁰⁷ the mayster¹⁰⁸ aucht wele¹⁰⁹ to hafe his¹¹⁰ fraucht of¹¹¹ als fer as he has done his vayage.¹¹² In case gyf he may amend it at that tyme, wele be it.¹¹³ And gyf he may nocht mende the schip,¹¹⁴ he may hyre

- 89 *tit* Of a schip brokyn be the way **B** A schip passand fra burdeous or ony uther place **A3, H; v1**, art. 4; **v2**, art. 4. Krieger, pp. 125–6; Ward, p. 192; Copiar, p. 136.
- 90 fra ... stede] fra other stedis **v1** ony uther stede **v3** (*exc Ma, I*: ony vther place, **A5**: uther stede).
- 91 it] *om v1*.
- 92 hapnys] hapnis at that tym **v1** hapnys the vether **v3** (*exc A3*: happin to be weddir, **A4, C1, La**: happinnis be the wedder, **Mu**: happynnys to the weddir).
- 93 payre] part **v2: I, A3, H, A4, C1, A5, Mu, La**.
- 94 and ryve] *om v1, v3*.
- 95 sauf] saufe **v3** (*exc C2*: haf, **A3, H, A4, C1, Mu**: sall see, **A5, La**: sall fre).
- 96 thaim] thaim selff **v3** (*exc C2, Ma, I*).
- 97 at] *om Lp*.
- 98 the best ... may] as thai best may **v3**.
- 99 wynys] wynis or [cornis] **Lp** skynnys **v1**.
- 100 or] or ony **v3**.
- 101 the mayster] the master ande the schipmen askis at the maister thare gudis **Lp** the maister and the schipmen askis of the maister **v2: I, C1**.
- 102 chepmen] schipmen **v1, v2** (*exc B*), **v3**.
- 103 ar] askis of the maister thair gudis he and thai beand **v2: La**.
- 104 grete] *om v1, v3*.
- 105 the chepmen ... debate] *om v2: Mu*.
- 106 the] and the **v1, v3**.
- 107 schipmen ... gudes] *om v2: La*.
- 108 the mayster] he **v2: I, A3, H, A4, A5, Mu, La**.
- 109 wele] *om v3*.
- 110 his] the said **v2: A5**.
- 111 of] *om v1, v3*.
- 112 he has done his vayage] he has servyt **v3** (*exc Ma*: is servit).
- 113 at that tyme ... it] and that time weill betide **Lp**; in case ... it] bot and the master wil he may weil mend his schip and the case stande that he may hastely mend it well **v1** bot geyff the master vill he may amend hire (the schip **C2, I** his schip **Ma**) he (be **C1; om C2, Ma**) nocht taryand his schipmen to lang **v3**.
- 114 the schip] it **v2: A5**.

ane uthyr to do the vayage¹¹⁵ and than he sal hafe his fraucht of al the gudys that he has in the schyp.¹¹⁶

Commentary

Summary of original provisions in the Rôles d'Oléron: This rule concerns the payment of freight after a shipwreck. The wine and other cargo has been salvaged as far as possible, but the merchants and shipmaster subsequently have a serious dispute, and the former want their goods. They can have these if they pay a *pro rata* freight for the distance travelled. But the shipmaster may also choose to have the ship repaired, if he can do it quickly, or, if he cannot, to hire another ship to complete the journey. The shipmaster will then receive (full) freight for the saved cargo.

Commentary on Scots translations: The Scottish texts are unclear about the salvage of the goods. Instead, they appear to suggest that [the crew?] has been saved rather than the mentioned cargo. The variations concerning the type of cargo are noteworthy: the wines of the original have become “wine or cornis(?)” in **Lp** and “skynniss” in **A1**, the latter no doubt an adaptation to suit likely cargoes from Scotland more accurately. With the exception of **B**, all the manuscripts have “schipmen” in many of the instances in the text where merchants are meant. This is likely the result of the translation of “marchaunz” into “chepmen” (petty merchant) rather than “merchant”. This translation is still in evidence in **B** in most of the articles, and in most of the copies with regard to article 11. In this case, however, **B** also has “schipmen” in the second instance the word appears. Of course, the regulation does not reflect an actual legal problem with crew members taking the place of merchants. Though the crew was able to freight some goods (see articles 18 and 20), they would not have had to pay freight for it. Better translations of the time constraints on the repairing option are offered in **v1** and **v3** than in **v2**.

ARTICLE 5

(**A1**, art. 5)¹¹⁷

A schip passis fra ony havyn¹¹⁸ with hyr chargis or with outyn chargis¹¹⁹ and cumis till ane¹²⁰ other stede. The schipman na aucht not to pas out of the schip with outyn leff of the maister,¹²¹ for gif case cummis¹²² to the¹²³ schip, thai war haldin to mak it

115 And gyf ... vayage] bot gif he may not he may hyr ane other schip the waiagis **v1** and geyff he vill noght amend hire he may hyre ane other schip and do his vyage **v3**.

116 and than ... schyp] and the maister sal haf his fraucht of alsmeckill as he has within hyr **v1** and tak his hayl fraucht **v3** (*exc Ma*: *om* and than ... schyp).

117 **v2**, art. 18 (*tit* Of passyng furth but leue **B** Off a schip passand fra ony havyn with hyr fraucht **A3**, **H**); **v3**, art. 5 (*tit* Off a schip passand fra any haffin vyth hire fraght (*exc C2*: Of schepman that aw not to pass out of the schep but lefe; **Ma**, **I**: Of a schip passand fra ony having with her charge)). Krieger, pp. 126–7; Ward, p. 193; Copiar, p. 136, referring to pp. 124–5.

118 ony havyn] a stede tyl ane uthyr **v2**.

119 with hyr ... chargis] vyth hire charge or vyth outin chargis **v3** (*exc A3*, **H**, **A4**, **C1**, **A5**, **Mu**, **La**: with hir fraucht and with hir charge; **Ma**, **I**: *om* or vyth outin chargis).

120 ane] ony **v2**, **v3**.

121 with outyn ... maister] bot wyth thair maystyr leve **v2**.

122 case cummis] ony case commys **v2** oght happin **v3**.

123 the] that **v2**.

gude¹²⁴ and thai haf quharof.¹²⁵ Bot¹²⁶ the schip war in sic steid that it¹²⁷ war festynit in¹²⁸ four¹²⁹ festynes,¹³⁰ thai may weill¹³¹ ga furth and cum be tym in thar schip.¹³²

Commentary

Summary of original provisions in the Rôles d'Oléron: This article concerns the responsibilities of the crew on arrival of a ship in port. Sailors are not allowed to disembark without the permission of the shipmaster. If they do, and the ship is damaged, they have to pay for the damage if they have the wherewithal to do so. If the ship is secured with four ropes, they can go ashore and return to the ship on time.

Commentary on Scots translations: This text is translated in accordance with the original. **B** has “some (festnys)” instead of “four”, but all the other copies of **v2** have “four”. These texts do have the addition “that is to wyt wyth some/four gude cablys and sykyr” to confirm that the ship needed to be tied up securely before the sailors could leave. With the exception of **C2** and **Ma**, **v3** has included the addition that the sailors should come back in time “to the rewlyng and governing of thar schip”. This perhaps refers to the authority of the shipmaster (or that of the ship community) and the jurisdiction on the ship.¹³³

ARTICLE 6

(**A1**, art. 6)¹³⁴

Schipmen hiris thaim with thar maisteris¹³⁵ and¹³⁶ ony of thaim pas out¹³⁷ without leff¹³⁸ and thai contok¹³⁹ and¹⁴⁰ ony of thaim be wondyt,¹⁴¹ the maister is not haldin

- 124 war haldin ... gude] thai sal amend it **v2** var adettit to mak it gude and amendis theroff **v3** (*exc C2, Ma*: ar haldin to mak it gud; **I**: war haldin to mak it gud and ane amendis tharoff).
- 125 and thai haf quharof] *om v2*; gyff thai oght have quhar off **v3** (*exc C2*: gif thai had quharof, **Ma, I**: gif thaj haif quhairof; **C1** *add* it may be taken in goods).
- 126 bot] bot gyfe **v2, v3**.
- 127 war in ... it] *om v3*.
- 128 in] wyth **v3** (*exc Ma*).
- 129 four] some **v2: B**.
- 130 festynes] *add* that is to wyt wyth four (some **B**) gude (gret **H**) cablys and sykyr and qwhen at thai hafe swa done **v2**.
- 131 weill] *om v2*.
- 132 be tym to thar schip] in tyme to thair schyp agayne **v2** be tym agayne to the rewlyng and governing of thar schip **v3** (*exc C2; exc Ma*: agane to thair play).
- 133 With regard to the jurisdiction aboard ships, see Frankot, *Medieval Maritime Law*, p. 144.
- 134 **v2**, art. 19 (*tit* Of passyng but leve ad [*sic*] bargane **B** Of schipmen with maisteris hyrit **A3, H**); **v2**, art 6 (*tit* Off schipmen takand seykness in the schip **A2** Of schipmen hirit with masteris of chippis [*sic*] **C2** Off schipmen with thar masteris hyrit **Ma, I** Off schipmen with maisteris hyrit **A3, H, A4**). With regard to both texts, there is some variation between the copies in the use of singular or plural for shipman/men. Krieger, pp. 127–8; Ward, p. 193; Copiar, p. 136.
- 135 maisteris] *add* of the schip **v2**.
- 136 and] *add* case fal at **v2**.
- 137 out] *add* of the schyp **v2, v3**.
- 138 leff] *add* of thair maystyr **v2**.
- 139 contok] kontak **v2** (*exc Lp*: untake, **I**: can tak; **A5**: *om*; **H**: *add* or culye) contyre **Ma**; *add* and stryff **v3**.
- 140 and] sa that **v3** (*exc C2, I*: or).
- 141 wondyt] *add* or hurt **v2**.

to ger¹⁴² hele him na to purway not for him, bot¹⁴³ hyr ane other in his steid. And gif he costnis¹⁴⁴ mar than he did,¹⁴⁵ the schipman¹⁴⁶ is haldin to pay it, gif the maister may fynde ocht of his. Bot and the master sende¹⁴⁷ him¹⁴⁸ in ony service of the schip and he be hurt,¹⁴⁹ he sal be helyt of the schip.¹⁵⁰

Commentary

Summary of original provisions in the Rôles d'Oléron: This article is about the responsibilities of the shipmaster towards the shipmen when they are ashore. When sailors have hired themselves to a shipmaster and they go ashore without permission and get hurt in a fight, the shipmaster has no responsibilities towards them. In fact, he can send them away and hire others in their stead. If this replacement is more expensive, a mariner that was sent away will have to pay the difference. When a sailor gets hurt on ship's business, however, his care should be covered by the vessel.

Commentary on Scots translations: The Scottish texts are in accordance with this, with some variations in wording between the three versions. The addition of "or culye" (as in "contak or culye") in **H** is intriguing. To "culye" means to caress/fondle, or to cherish/treat kindly.¹⁵¹ Perhaps this is referring to the potential trouble sailors could get themselves into when engaging in sexual exchanges while on shore leave.

ARTICLE 7

(**A1**, art. 7)¹⁵²

And fall that a¹⁵³ seknes¹⁵⁴ cumis sudandly till a schipman¹⁵⁵ or to ij or to iij¹⁵⁶ doand thar service,¹⁵⁷ he¹⁵⁸ may not ly lang in the schip, bot the maister is haldin to ger

142 to ger] for **v2** (*exc Lp, I, A4, A5, La: om*).

143 bot] *add* for to **v2** *add* to **v3**.

144 costnis] gewis **Lp**; *add* or gyfys **v2** (*exc Lp; exc La: or gevis hym*).

145 than he did] to the man that he hyrys in his stede then he suld haf gyfyn tyl him **v2** he dyd in the faut of ther service **v3** (*exc C2, Ma, I: he did*).

146 the schipman] he **v2**.

147 sende] fyndis **Lp** fynd **C2**.

148 him] his man **v2**.

149 he be hurt] he hurte hym or take ony hurte **v2** therthrough he var hurt **v3**.

150 he sal be ... schip] he sal be helyt of the schyp gude **v2** (*exc Lp*) the master of the schip sall gar heyll hyme **v3** (*exc C2, Ma, I: he sal be helpit (helit Ma, I) be the maister of the schip*).

151 "Cul e v.". *Dictionary of the Scots Language* (Scottish Language Dictionaries Ltd, 2004), available at <https://www.dsl.ac.uk/entry/dost/cul3e> (accessed 4 March 2020).

152 **v2**, art. 20 (*tit* Of a schipmen falland seke **B**); **v3**, art. 7 (*tit* Off a schipman takand sudane seykness in the schip (*exc Ma, I: Off schipmen takand seiknes in the schip*)). Krieger, pp. 128–9; Ward, pp. 193–4; Copiar, p. 136.

153 and fall that a] it fallys that **v2** geyff **v3**.

154 seknes] ivil **v2**.

155 til a schipman] on a man **C2** in a schip one ane **Ma, I**.

156 a schipman ... iij] to schipmen **v2**.

157 service] office **v3: A3, H, A4, C1, A5**.

158 There is some variation between the copies with regard to the use of singular or plural throughout this article.

lay¹⁵⁹ him on the land and get him¹⁶⁰ a hous and a reset¹⁶¹ and a candel,¹⁶² and¹⁶³ get him a woman or a man to keip him, and aw to gif him sic sustenans,¹⁶⁴ that is to wyt sic¹⁶⁵ as quhen he was¹⁶⁶ in the schip. And gif he will haf ony delicouse metis to cover him with,¹⁶⁷ the maister is haldin¹⁶⁸ to get him nane,¹⁶⁹ na the schip aucht not to duell efter him.¹⁷⁰ And gif he coveris,¹⁷¹ he haf till him¹⁷² his hyr.¹⁷³ And gif he deis,¹⁷⁴ his wyf or¹⁷⁵ his next frendis¹⁷⁶ aw till haf it for him.¹⁷⁷

Commentary

Summary of original provisions in the Rôles d'Oléron: This article concerns the responsibilities of the shipmaster regarding sailors who have fallen ill. If a mariner is too ill to continue work on the ship, the shipmaster should take him ashore and put him up in a guesthouse. He should provide him with grease or candles and have one of the ship's boys watch over him, or hire a woman to take care of him. The sailor should also be offered food similar to what he would have received on the ship. The shipmaster does not need to provide better food if that is what he wants. The ship, in the meantime, shall continue on its journey. When the sailor is healed, he shall have his full wage. If he dies, his wife or dependants shall have it.¹⁷⁸

Commentary on Scots translations: The Scottish texts follow the general meaning of the original, but there are a few minor variations and abbreviations. In accordance with a later addition to Liber Horn ("en fesanz lur service de la nef"), the texts specify that the rule concerns sailors "doand their service".¹⁷⁹ Instead of a ship's boy to stay by the patient, the Scottish texts suggest getting a woman or a man to look after him. With regard to the ship's departure, **v2** adds that the ship should leave if the weather is good. The Scottish texts specify the sailor's wife or closest relatives as the

159 lay] hald **v2**.

160 on the land ... him] *om* **v3**.

161 reset] kersset **v3** (*exc* **C2, C1, Mu, La**: *crisis*).

162 candel] *add* besyd thaim **v3** (*exc* **Ma**: *beside*).

163 and] and he aucht to **v2**.

164 sustenans] mete **v2**.

165 that is to wyt sic] *om* **v2, Ma**.

166 quhen he was] thai had **v3**.

167 ony delicouse ... with] ony delicios metys **v2** oght ellis **v3**.

168 is haldin] aw **v2**.

169 is haldin ... nane] is nocht haldin to get thaim sic thingis **v3**; *add* bot hym self **v2**.

170 to duell efter him] to dwel na to abyde hym bot qwhen at thai hafe weddyr that is gude to pas ther way **v2** lang to tary for thaim **v3**.

171 coveris] cumis **v2**: **I, C1, A5, Mu, La**.

172 haf till him] aucht to haf **v2, v3** (*exc* **Ma**: *aw nocht to haif*).

173 hyr] fee **v3**.

174 deis] dois nocht **Lp**.

175 his wyf or] *om* **Ma**.

176 his next frendis] *om* **v2**.

177 aw till haf ... him] sal hafe his hyre or his next frende **v2** aw to have ther feys that ar unpaid geyff thai ony sic frendis have **v3** (*exc* **C2, Ma, I**: *aw til haf thar hyris*).

178 Ward suggests, unconvincingly and contrary to Krieger's translation, that the French text should be understood to mean that the sailors should be discounted for their time away from the ship. This is not, however, how the Flemish and Scottish translators have understood this clause.

179 Ward suggests that Krieger has ignored this addition, but it is mentioned in the critical apparatus: Krieger, p. 128, n. 587.

beneficiaries to receive his wage if he dies. In **v3** (though not in **C2**, **Ma** and **I**), it is specified that any *unpaid* wages should be paid, but only if the sailor has such close relatives. According to **Ma**, the sailor shall *not* receive his fee when he recovers, but his closest relatives shall receive his wages if he dies.

ARTICLE 8

(A1, art. 8)¹⁸⁰

A schip passis fra¹⁸¹ burdis or fra other stedis,¹⁸² chauns¹⁸³ cumis he may not eschap casting his gudis.¹⁸⁴ Thai aw to chargis¹⁸⁵ the schipmen;¹⁸⁶ the schipmen¹⁸⁷ aw to say thar will and aw to graunt with the casting¹⁸⁸ throu auentur, than is the master the clerer and thai graunt.¹⁸⁹ And gif thai¹⁹⁰ graunt not,¹⁹¹ the master aw not to let therfor than to cast¹⁹² alsmekill as him thinkis gude.¹⁹³ And he¹⁹⁴ sall suer with iij of his falowis on goddis halows¹⁹⁵ quhen he is cumyn sauf¹⁹⁶ to land¹⁹⁷ that he it dide¹⁹⁸ in saufte of the schip and the gudis, betwyn or quhat sa euer it be thar in.¹⁹⁹ And the gudis²⁰⁰ that ar castyn salbe praesyt²⁰¹ and maide ilk lib. otheris broder betwix the schepmen.²⁰² Thai aw to pay²⁰³ the master again the schip²⁰⁴ with his fraucht²⁰⁵ and his scathes²⁰⁶ to be amendit. The schipmen²⁰⁷ aw to haf ilkane²⁰⁸ a twyn²⁰⁹ fre,²¹⁰

180 **v2**, art. 21 (*tit* Of castyng of gudis **B**); **v3**, art. 8 (*tit* Off a schip that castis out gudis (*exc* **C2**, **Ma**, **I**: Of a schipe that castis gudys)). This article has been omitted in **v3**: **A5**. Krieger, pp. 129–30; Ward, pp. 194–5; Copiar, p. 139.

181 fra] *add* Bruges or fra **Ma**.

182 other stedis] uthyr placis **v2** (*exc* **C1**, **A5**: ony uther place) ony uther sted **v3**.

183 chauns] cass **v3** (*exc* **Ma**: *om*).

184 he may not ... gudis] scho castis (*add* furth **A3**, **H**, **A4**, **C1**, **Mu**, **La**) gudis throu stormys **v3**.

185 chargis] schaw to **v2** tell **v3**.

186 schipmen] schipmen (chepmen **B**) the perel **v2** schipmen the cass hov it standis **v3**.

187 schipmen] chepmen **B**.

188 aw to say ... casting] aucht to say thair entente (entente *om* in **I**, **A3**, **H**, **A4**, **C1**, **A5**, **Mu**) to the mayster and aw to grante to the castyng **v2** aw to grant to **v3** (*add* the casting **C2**, **Ma**, **I**, **A3**, **A4**, **Mu**, **La**).

189 and thai graunt] hw euer it fal eftyr **v2**; *om* **v3**.

190 thai] the schipmen **v3**.

191 not] *add* to the castyng **v2**.

192 aw not to let ... cast] sall cast it never the less **v3**.

193 gude] *add* at his awin vill **v3**.

194 he] the master **v3**.

195 with iij ... halows] of (on **Ma**, **I**, **Mu**) godis halwys **v3**.

196 sauf] to saufte **v2**, **v3**.

197 to land] and thre of his falouss **v3**.

198 he it dide] he ne dyd it bot **v2** he kest nocht tha gudis for na causs bot **v3**.

199 and the gudis ... thar in] and of the men **v2** and of the gudis **v3**.

200 gudis] *add* be it wynys or uthyr gude **v2**.

201 praesyt] departyt **v3** (*exc* **C2**, **Ma**: partit, **A3**, **H**, **A4**, **C1**, **La**: prisit, **Mu**: apprisit).

202 schepmen] chepmen **B**.

203 pay] part **v2**.

204 schip] schipmen **v2** (*exc* **B**: chepmen); betwix ... schip] *om* **v3**.

205 fraucht] *add* of the schip **v3**.

206 his scathes] aw **Ma**.

207 schipmen] chepmen **B**.

208 to hav ilkane] ilk man **v3**.

209 twyn] tym **v3**: **A2**, **Ma**, **I**.

210 fre] se **Ma**, **I**; *add* of fraucht **v2**.

gif thai help thaim self in the sey as thai aw to doo. And gif thai do not thai sal haf not; and on that²¹¹ the master sal be trowyt be his acht.

Commentary

Summary of original provisions in the Rôles d'Oléron: This text is about jettison. When a ship is caught up in a storm and cannot escape without casting goods and wine overboard, the shipmaster has to inform the merchants of the situation. If any merchants are on the ship, they should agree to the jettison if the shipmaster argues for it convincingly. If they do not agree, the shipmaster may still cast as many goods as he thinks necessary, as long as a third of his “compaignouns” (here differentiated from the merchants; rendered as “fellows” in the Scots versions: see commentary to article 1) will swear, having safely come ashore, that he only cast the goods in order to save the passengers, the ship and the rest of the cargo. The jettisoned goods shall be valued in accordance with the value of the saved goods. The latter shall be sold, and the proceeds divided up *pro rata* among the merchants. The shipmaster (representing the shipowners, though that is not specifically established) may decide if he wants to contribute with the ship or the freight (that is to say, the sum payable for the transportation). The sailors may have a tun exempted, but the rest shall be included in the calculations, assuming they have defended the ship and its cargo at sea. If they have not, they shall not have any exemptions. With regard to this, the shipmaster will be trusted on his oath.

Commentary on Scots translations: The Scottish texts (excluding **B**) again have “shipmen” instead of “merchants”, which immediately confuses the meaning of the original. So, the shipmaster informs the crew of the intended jettison, and asks their opinion, etc. The aim of saving the passengers (in addition to ship and cargo) has also been left out. The section on the valuation has been cut to such an extent that the meaning has become unclear. The same is the case with regard to the part about the contribution of the shipmaster with ship or freight, where the texts appear to be suggesting that the shipmaster should be reimbursed his damage, rather than that he is to contribute. Of course, if all damage of a jettison were to be included in the calculations, the shipmaster, representing the shipowners, should also be reimbursed for the loss in freight as a result of the casting of part of the cargo, in addition to having to contribute with the ship and freight for the remainder of the cargo.²¹² But it is unlikely that this advanced understanding of all the consequences of a jettison explains the changes to this article; it is more likely a misunderstanding of the meaning of the original and a lack of knowledge on the part of the translator and scribes on the subject of maritime law in general. The section on the contribution of the sailors towards the jettison is more or less in accordance with the original, though in this case **B** has “chepmen” where it should have been “schipmen”.²¹³

211 on that] than v2; om v3.

212 Concerning the difficulties of medieval compilers of laws in grasping all the consequences of a jettison, see Frankot, *Medieval Maritime Law*, p. 46.

213 The subject of jettison and other forms of general average (see n. 231) has been discussed in great detail in Götz Landwehr, *Die Haverei in den mittelalterlichen deutschen Seerechtsquellen* (Hamburg, 1985), and more concisely in Frankot, *Medieval Maritime Law*, pp. 31–46, and in legal practice, pp. 178–87.

ARTICLE 9(A1, art. 9)²¹⁴

It fallis at the maister of the schip behuffis to hew his mast be stres of wedder; he aw to call the schipmen and schaw thaim that thai behuffis heu thar mast for saufte of the schip and the gudis. It aw to be castin out punde punde lik as it war castin; it aw to be payit among the schipmen or ony gudis pas out of the schip. And gif the schip be in herd segis and the schipmen be greffyt and the master duell about thar debat, the master aw nocht to pas a way befor that he his fraucht haf of the gudis at thai debat for, etc.

(B, art. 22)²¹⁵

It befallys oft that the mayster of a schyp behufys for to hew his maste thrw Ivl wedyr; he aw²¹⁶ to cal the chepmen²¹⁷ and schaw thaim that thai moy hew thair maste for sauftie of the schip and of the takyl and thair ancrys, for saufte of the schip and of [the gudis. And gif it sua fallis that thai hew thare mast and tynis thare cabill and thare ancaris for sauftie of thare schip and]²¹⁸ the gudys, it aw to be castyn ponde be ponde as it war castyng,²¹⁹ and aw to be payit among the chepmen²²⁰ or ony gudys pas oute of the schip. And gyf the schip be in harde sege,²²¹ the mayster aw to ger the schipmen amend it sone at the schyp take na skath. And gyf ony debate be among the schypmen²²² of thair gudes, and thai be sare²²³ grevit, the mayster aw to dwel abowte thair debate and ger it be amendyt wythin the schyp burde sufficiandly, ilkane tyl uthyr and mak thaim²²⁴ gude frendis as thai war befor. Bot the mayster aw nocht to part away befor he hafe his fraucht of the gudis the qwhylkys thai ar in debate fore.

(A2, art. 9)²²⁵

It fallis throu cass a master of a schip on neyd mon²²⁶ hew his maste throu stress of vether; he aw to call the schipmen and tell thaim it behuffis be²²⁷ hewin for savite of the schip and of the gudis. The mast hewin, the schip²²⁸ and the gudis cummand to savite, the gudis sall be castin pund to pund as it var,²²⁹ and pay the master his tynsall or at ony gudis pass out of the schip. And geyff the schip be in hyr²³⁰ and the master duell about ther debayt, the master sall be payt his²³¹ tynsalle sustenynt in ther default vyth the fraght.

214 Krieger, pp. 130–1; Ward, p. 195; Copiar, p. 139.

215 *tit* Of hewing of the mast **B** Of a schip that hewis hir mast **A3, H**.216 aw] *add* for till hew **A3, H, A4**.217 chepmen] schipmen **v2** (*exc B*).218 Addition based on **I, A3, H, A4, C1, A5, Mu, La** (**Lp** has the same, but for the last “and the gudis”).219 as it war castyng] *add* gud **Lp**; *om I*.220 chepmen] schipmen **v2** (*exc B*).221 be ... sege] be hard set **Lp**.222 schypmen] schip **H**.223 sare] sad **H**.224 thaim] *om I, C1, A5, Mu, La*.225 *tit* Off a schip that hewis his/hir mast. This article has been omitted in **A5**.226 on neyd mon] behufys tyll **C2, Ma, I**.227 be] to be **A3, A4, C1, Mu, La** for to be **H**.228 and of ... schip] *om Ma*.229 var] *add* castyn **C1, C2**; as it var] *om Ma*.230 hyr] hard sege **C2, Ma, I**.231 be payt his] pay the **Ma**.

Commentary

Summary of original provisions in the Rôles d'Oléron: This regulation concerns the hewing of the mast in case of emergency. As in jettison, which is another form of general average, the shipmaster is expected to show the merchants the need for hewing the mast in order to save ship and cargo.²³² The same goes for the cutting of cables or the leaving of anchors. These losses should be calculated as jettison and the merchants should contribute towards the damage before the cargo is taken from the ship. If the ship subsequently runs aground and the shipmaster is delayed by a dispute with the merchants, and the ship springs a leak, the shipmaster shall not contribute, but receive the freight for the cargo that is saved.

Commentary on Scots translations: The variation between the texts of the three versions is such that all of them have been included here. The difference in length between **v2** and the other two is immediately obvious. This is partly due to the addition which can be found in all the versions of **v2** apart from **B** itself. This addition reintroduced the possibility of the loss of cables and anchors which has disappeared in **B** (partly), **v1** and **v3**. Moreover, the section on the ship running aground (the wording “in hard sege” echoing the original French “en dur sege”) is much more extensive in **v2** than that in the original. It is actually a useful addition in that it is suggesting that the ship be repaired. Also, if there is a dispute between the shipmen about the goods, this needs to be solved first. The use of “schypmen” in **B** instead of “chepmen” is notable here. It may suggest that this addition was based on another version of the original – an addition which had not been made in the exemplar of **v1** and **v3**. In all three texts, the section on the claim for damage has been corrupted: the mast (or cargo) shall be cast, rather than valued, “pund to pund”. The text in **v3** is quite different from that in the original text. Most conspicuous is the change from “hard sege” to “hyr” (not in **C2** and **I**), though it is unclear why the question whether the ship is hired is relevant in this particular article. According to this text, the reimbursement of damage to the shipmaster is obviously considered to be a priority, as it is mentioned twice in the last section of the text. Contrary to this, in **Ma** the last sentence has been changed to say that the shipmaster shall pay the losses, rather than be paid. It is unclear whether this was a deliberate change or a scribal error.

ARTICLE 10(A1, art. 10)²³³

A master of a schip cumis with his chargis²³⁴ in saufe; he²³⁵ aw to schaw his schipmen²³⁶ his winding and his cordis.²³⁷ And thai se at thai ar for to mend, the

232 General average is a contribution, made by all parties concerned in a sea adventure towards a loss brought about by the voluntary sacrifice of the property of one or more of the parties involved, for the benefit of all.

233 **v2**, art. 23 (*tit* Of schawing of wyndyng wyndes and cordis **B**); **v3**, art. 10 (*tit* Off a schip cummand till a desirabill hawin). This article has been omitted in **v3**: **A5**. Krieger, pp. 131–2; Ward, pp. 195–6; Copiar, p. 139.

234 his chargis] his chargis **v3** (*exc* **Ma**, **I**: this schip and hir charge).

235 cumis with ... he] *om* **v2**.

236 to schaw his schipmen] *om* **Ma**.

237 his winding ... cordis] his wyndyng his wyndes and his cordys **v2** the vyndyng cordis **v3**.

maister is haldin for to ger mend²³⁸ thaim. For and a tun or a pipe be tynt²³⁹ in falt of wynding of the cordis,²⁴⁰ the maister aw to mak thaim gude, and the schipmen aw to part²⁴¹ the scathes with the master in alsmekill as thai tak of the winding; and the windagis²⁴² is haldin to restor the first scath and the laff is haldin to part²⁴³ between²⁴⁴ thaim.²⁴⁵ Bot gif the schipmen say the cordis ar gude,²⁴⁶ and the wyn²⁴⁷ spilt,²⁴⁸ the schipmen aw for to part²⁴⁹ the scathes done²⁵⁰ among thaim self, that²⁵¹ aw the wyn or the gudis,²⁵² etc.

Commentary

Summary of original provisions in the Rôles d'Oléron: This article concerns the process of unloading the ship. The shipmaster has to show the merchants the ropes with which the cargo is to be unloaded. If anything is amiss, the shipmaster has to rectify this, because if any of the cargo is damaged as a result of faulty ropes, he will be liable for the damage using the fees paid by the merchants for the unloading (“gunyndage”). The rest shall be divided among [the merchants]. If the ropes break without the merchants having had an opportunity to inspect them, the shipmaster must pay for all the damage. If the same happens after the merchants have approved the ropes, the damage shall be divided among the merchants alone.

Commentary on Scots translations: In this case, all of the Scottish texts refer to the “schipmen” as the main negotiating partner of the shipmaster, which again changes the repercussions of the whole article and makes it irrelevant in legal practice. The first section about the reimbursement is more or less in accordance with the original in all three texts. The second part (about the merchants not having been given an opportunity) is lacking in the Scottish texts. The final section varies: **v1** includes the best translation. The word “noght” (“the schipmen say the cordis ar noght gud”) is included in **v3**, which results in a rule that suggests that they have to pay for their own damage if they rejected the ropes, which is not logical. The text in **v2** rather says that if the *sailors* say the cords are good, and the wine spills, they shall reimburse the *merchants*. Apparently, one of the scribes noticed the use of “schipmen” here and thought it would make more sense that they should then reimburse the owners of the damaged goods, rather than that they themselves should be compensated. In

- 238 the maister ... mend] *om* **B**; and thai se ... mend] and se thaim quhat thai aw to be mendyt the master sall gar mend **v3**.
 239 tynt] spilt **Ma**.
 240 of the cordis] or in fawte of the cordis **v2** or of the cordis **v3** (*exc* **Ma**: or cordis).
 241 to part] to pay part of **v3**: **Ma**, **I**.
 242 windagis] wyndas **v2** (*exc* **A3**, **H**: wyndar) vynder **v3** (*exc* **Ma**: winding).
 243 is haldin to part] sal be partyt **B**, **Lp** sal be payit **v2**: **I**, **A3**, **H**, **A4**, **C1**, **A5**, **Mu**, **La**.
 244 between] among **v3** (*exc* **C2**, **I**).
 245 thaim] *add* off the schip **v2** *add* the skathis **v3**.
 246 gude] noght gud **v3**.
 247 wyn] wynde **v2**: **A3**, **H**, **A4**, **La**.
 248 wyn spilt] wyndspindill **Ma**.
 249 part] pay **Ma**.
 250 done] *om* **v3**.
 251 that] the quhilkis that **v3**.
 252 the schipmen aw for ... gudis] thai sal pay the gudes to the marchandis **v2**; the wyn ... gudis] the gudis **v3**: **A2**, **C2**, **Ma**, **I**.

some of the manuscripts (**v3**, and **v2: A3, H**), the word “wynder” is used, suggesting a responsibility for the person unloading.

ARTICLE 11

(**A1**, art. 11)²⁵³

A schip²⁵⁴ cumis to Burdus or till any other sted²⁵⁵ and makis him redy to tak his wynis.²⁵⁶ The wynis takis skathes²⁵⁷ and the maister wat not therof; the master and the schipmen has stowit thar wynis as thai aw to do, the stres of wederis cumis to thaim be sey.²⁵⁸ Thai cum in sauf²⁵⁹ to land, the merchandis²⁶⁰ sayis that thar hustall²⁶¹ has sunderit²⁶² thar wynis,²⁶³ the master says nay. And the maister will suer with ij of his falows,²⁶⁴ or iij,²⁶⁵ that thar wynis war not sunderit²⁶⁶ thru thar haustall,²⁶⁷ tha sall pas quyit and be deliverit.²⁶⁸ And gif thai will not²⁶⁹ suer, thai ar haldyn to pay the schipmen²⁷⁰ all thar scathes for thar gudis, for thai ar haldin to luk at all thar thingis be gud and certan, and stowit²⁷¹ as it aw to be or thai pas²⁷² out of thar hawyn.²⁷³

Commentary

Summary of original provisions in the Rôles d'Oléron: This article is about the responsibilities of shipmaster and crew to stow the cargo securely. If the cargo is damaged in bad weather because the “fuistaile” break the tuns or pipes, the following situation arises: the merchants claim, on safe arrival in port, that the “fuistaile” have caused the damage. The shipmaster may dispute this and swear with three or four of his “compaignouns” (chosen by the merchants to prevent a foregone conclusion; rendered as “fellows” in the Scots versions: see commentary to article 1)²⁷⁴ that this was not the cause of the damage, and he will then be free from any

- 253 **v2**, art. 1; **v3**, art. 11 (**A5**, art. 8) (*tit* Off wynys in schippis scaithit (*exc* **A2**, **Ma**, **I**: Off a master off a schip juge till his men stryffand; **C2**: Of a master of a schipe Juge tyll his men that stryffys)). Krieger, pp. 132–4; Ward, pp. 196–7; Copiar, p. 139.
- 254 schip] schipman **Lp**.
- 255 sted] havyn **v2**.
- 256 his wynis] hir vyage **v2**.
- 257 the wynis ... skathes] to vynis **A2** the winis takis scaith **C2** and to the wynis taking **Ma**, **I** and takis wynis the wynys takis scaith **v2: A3, H, A4, C1, A5, Mu, La** (with small variations).
- 258 be sey] on seis half **v2** be seys halff **v3** (*exc* **Ma**: be seis hale).
- 259 in sauf] in fast **v2** to savite **v3**.
- 260 merchandis] maister **v2: Mu**.
- 261 hustall] fustaile **v2: I**.
- 262 sunderit] sendyt **v2: I**.
- 263 that thar hustall ... wynis] thar vynis are distrobillyt ande spylt in the masteris defaut **v3**.
- 264 fallows] marrowis **Ma**.
- 265 or iij] *om* **v3** (*exc* **A3, H, A4, C1, Mu, La**: with him; **A5**: within).
- 266 sunderit] verryt **v2**.
- 267 thar haustall] thair foistale **v2: I** thaim **v3**.
- 268 and be deliverit] *om* **v3**.
- 269 not] *om* **v3: C1**.
- 270 schipmen] chepmen **v2** (*exc* **Lp, La**).
- 271 to pay ... stowit] to restore the tinsall theroff for the master is haldin to se that all the gudis be kepit and stabillyt and veyll stowyt **v3**.
- 272 pas] wende **v2**.
- 273 as it aw ... hawyn] *om* **Ma**.
- 274 Copiar, p. 139.

claims. If his mariners will not swear, the damage shall be reimbursed, because they are responsible for the secure stowing of the cargo.

Commentary on Scots translations: The translation of this text, in particular the word “fustaile”, has been the cause of some confusion and discussion, “fustaile” being variously translated as “Holzverstrebung” (dunnage) by Krieger and “barrel” by Ward. Krieger gives a convincing justification for his translation,²⁷⁵ which corresponds to the word used in the Flemish text: “stelling”, suggesting a wooden rack to which to secure the barrels and pipes. The Scottish scribes appear to have had similar problems with the word. The first lines of the Scottish versions of this text have been corrupted and appear to suggest that the wine is damaged when it is loaded and that the shipmaster has no knowledge of it. Also, the sailors appear to have stowed their wines (in **v2** and **v3** it is the shipmaster and sailors), after which the ship is caught in a storm. After the ship’s safe arrival in port, it is the merchants who complain that the “hustal” (“fustaile” in **I**) have damaged the cargo. In **v3** the use of the word “fustaile/hustal” is avoided altogether – confirming that this was not a term commonly known.²⁷⁶ The shipmaster may swear that this was not the case with two or three of his “fellows” (two in **v3**). There is no mention of these being chosen by the merchants. If there is no swearing, the “schipmen” (**B** “chepmen”) rather than the merchants will be reimbursed for the damage.

ARTICLE 12

(**A1**, art. 12)²⁷⁷

A master hiris his men to halde thaim in pece and her²⁷⁸ thar Juge. And gif ony of thaim hurtis ony²⁷⁹ and breid and wyn be laid on the port, and ony of thaim lee other,²⁸⁰ he sall pay iij²⁸¹ d. And gif the maister leis ony of his men,²⁸² he sal pay viij²⁸³ d. And gif he gifis ony of thaim a buffat with his neff or with his palme and gif he strikis him mar, he aw to turn again. Ande gif the schipman strikis his maister first, he aw to be in²⁸⁴ j^c s. or his nef be, at his masteris will. And that I gif for domme.²⁸⁵

Commentary

Summary of original provisions in the Rôles d’Oléron: This text concerns the policing of conduct aboard the ship. When the shipmaster hires his sailors, he is responsible for keeping the peace among them and for being their judge. Sailors who do damage

275 Krieger, pp. 132–3, n. 595.

276 Cf. “Hustal(l) n.”, *Dictionary of the Scots Language*, available at <https://www.dsl.ac.uk/entry/dost/hustall> (accessed 5 March 2020), as erroneous translation of Old French “fustaille” in the *Rôles d’Oléron*.

277 **v2**, art. 2 (*tit* Of debate **B**). This article has been omitted in **v3**. Krieger, pp. 134–5; Ward, pp. 197–8; Copiar, pp. 139–40.

278 her] is **v2**.

279 ony] uthir **v2**.

280 and bred ... other] *om* **Lp**.

281 iij] iiij **v2: Mu**.

282 men] young men **v2**.

283 viij] vij **v2 (exc Lp)**.

284 be in] tyne **v2**.

285 and that I ... domme] *om* **v2**.

to the reputation of other sailors shall pay 4d. If a shipmaster does the same (or a sailor damages the reputation of the shipmaster), 8d is due. If the shipmaster hits one of his mariners, the latter should let it happen the first time, but he should defend himself the second time. In the event of a sailor hitting the shipmaster first, the former shall lose 100 sous or his fist, at his own choice.²⁸⁶ This article includes reference, though indirectly, to what Cordes has referred to as the “Tischgemeinschaft” – the table community – a community bound together to keep the peace aboard ships.²⁸⁷ This community also appears in articles 14 and 21. In this article, the damage done to a reputation is linked to the food and drink being brought to the table – a specific time of peace.

Commentary on Scots translations: In the Scottish texts, this has been translated as “breid and wyn be laid on the port”. The main difference in the first part of the Scottish versions is that the fine paid by the sailor insulting another is 3d rather than 4 (with the exception of **v2: Mu**). In **v2** (apart from **Lp**), the fine for a shipmaster damaging a sailor’s reputation is 7d. The fine for a sailor doing the same to the shipmaster has not been included in any of the texts. The section on the shipmaster hitting a mariner has been shortened somewhat and does not include the rule that the mariner should defend himself – instead he should turn away. A noteworthy amendment to the last line is the rule that it is the shipmaster who shall choose the punishment, not the sailor himself. In **v1**, at the end, the comment “and that I gif for domme” has been included – presumably a variation on the translation of “Et ceo est le jugement en ceo cas” in the original. This article is left out in **v3**.

ARTICLE 13

(**A1**, art. 13)²⁸⁸

A schip frauchtis him at Burdus or at any other sted and cumis with chargis; cunnagis, lad mannagis²⁸⁹ and of the schipmen. And thai²⁹⁰ cum upon the cost of Bertane, it aw to be upon the schipmen quhil thai be passyt the dangeris. And thai of Normondy and England, it aw to be upon the schipmen quhill that thai be passyt Calis. And thai Scotlande²⁹¹ quhill thai be passit Gernasay,²⁹² etc.

Commentary

Summary of original provisions in the Rôles d’Oléron: This article is about the hiring of local pilots and their payment. When a vessel that has been freighted arrives at the

286 Ward argues that the choice between these two options would have been offered to the mariners as a group, rather than the affected sailor himself, but I don’t see why that would be the case. The text has “mariner” (singular). Moreover, a convict would be best placed to decide between a high fine or invalidity. Ward also discusses the practicalities of conducting a potential amputation aboard ships. Ward, p. 198.

287 Copiar, pp. 139–40.

288 **v2**, art. 3 (*tit* On qwham the danger sal be **B**). This article has been omitted in **v3**. Krieger, p. 135; Ward, p. 198; Copiar, pp. 136–7.

289 chargis ... mannagis] his charge to lademanage **B**, **Lp** with his charge ande tunnage lad manage **v2: I, A3, H, A4, A5, Mu, La**.

290 and of ... thai] and the schipmen **v2** (*exc Lp*: and the schip).

291 Scotlande] of Scotland **v2**.

292 Gernasay] Gernessa and Jermsay **v2** (spelled “Grenside and Irneside” in most other copies).

port of arrival and a charter party has been made (presumably before the departure), the costs of the towage and petty pilotage shall be paid by the merchants. The text then details from where on different journeys a pilot shall be counted as being local (and the costs of his wage to be counted as “petty pilotage”): in Brittany when the ship has passed the Isle of Batz, in Normandy and England past Calais, in Scotland past Guernsey, in Flanders past Calais and in Scotland past Yarmouth [*sic*]. Krieger notes that this article is corrupted in all of the English manuscripts from the fourteenth century. It is correct in others, where Flanders comes before Scotland, and Yarmouth is the place included.²⁹³

Commentary on Scots translations: The Scottish texts are opaque with regard to the charges mentioned; and variation in spelling confirms that most of the scribes were confounded by these terms. There is also confusion again between shipmen and merchants. For Brittany, the Scottish texts state that the ship should be past the “danger”. Flanders has been omitted, and for Scotland Guernsey is named in **v1** and Guernsey and Jersey in **v2**. This article is lacking in **v3**.

ARTICLE 14

(**A1**, art. 15)²⁹⁴

Contok maid betuix the schipmen, and the master aw to be honoryt befor yaim. And gif ony of thaim be rebel again hym, he aw to command him thrise out of the schip. And the thother [*sic*] perffis him thru sicht of his falowis to mak him amendis and the tother be sa haltan that he will not tak amendis of him, he may folow the schip for to haf his hyr als well as he war thar in. And be not the master als gud schipman as thai that ar thar in, gif ony scathes cumis to the schip, the master is haldin to mak amendis.

(**B**, art. 10)²⁹⁵

The mayster of the²⁹⁶ schip aw to be honowryt befor hys servandys. And gyf one of thaim²⁹⁷ be rebelland agaynys hym, he aw to put hym owte of the schyp. And gyf the tuthyr man perofferys amendys to the mayster wyth sycht²⁹⁸ of hys falows, he sal be herde²⁹⁹ and tane. And gyf the mayster be hawtan³⁰⁰ that he wyl take nane amendys of hym, he may folow the schyp for³⁰¹ to hafe³⁰² hys hyre als wele as he war thar in. And gyf the mayster war nocht swa gude schypman³⁰³ as he wende he war thar in, and oucht cum to³⁰⁴ the schyp bot gude, the mayster sal pay it and mak amendys of the gudys.

293 Krieger, p. 135, n. 600.

294 Krieger, pp. 135–6; Ward, p. 199; Copiar, p. 137.

295 *tit* For/Off honour aucht to the maistryr (*exc B*: Of rebellion agayne the maistryr; **Lp**: *om*).

296 the] ane **Lp**, **I**, **A3**, **H**, **A4**, **C1**, **A5**, **Mu**.

297 thaim] his servandis **Lp**.

298 sycht] with sycht be sycht **C1**.

299 herde] had **I**, **A3**, **H**, **C1**, **A5**, **Mu**.

300 hawtan] outtane **A3**, **H**, **A4**, **C1**, **A5**, **Mu**, **La**.

301 he may ... for] be ony falow the schip man **Lp**.

302 to hafe] *om* **I**, **A3**, **H**, **A4**, **C1**, **A5**, **Mu**, **La**.

303 schypman] *om* **Lp**.

304 oucht cum to] cum **Lp**.

(A2, art. 13)³⁰⁵

Geyff that kontak³⁰⁶ be mayd a mangis schipmen,³⁰⁷ the master aw to be [honouryt]³⁰⁸ befor thaim. And geyff ony of thaim rebell aganys hym, he aw to command thris³⁰⁹ out [of]³¹⁰ his schip. And geyff the tother proferis hym amendis be the syght of his falouss, and he vill tak nayn of hym, he may folow the schip and of his master have his hyr allsveyll as he var in the schip. And geyff the master be noght sa gud a schipman as uther in the schip and he vill noght do consall, geyff ony skathis cummys to the schip or to the gudis that ar in the schip,³¹¹ he is haldin to tha skathis³¹² to mak amendis.

Commentary

Summary of original provisions in the Rôles d'Oléron: This regulation concerns conflicts between shipmaster and sailors. If there is a conflict, the shipmaster shall remove the tablecloth three times before he can send away a sailor. This can be taken as symbolic for the exclusion of a sailor from the table community (see article 12). If the sailor offers to make amends after an arbitration by the crew at the table, and the shipmaster is so cruel as to deny him this, the sailor may follow the ship to the port of destination and will be due his wage (minus the amends as decided by the arbitration). In the meantime, if the shipmaster has been unable to find a sailor as capable as the one sent away, and the ship is lost, the shipmaster shall reimburse the damage to ship and cargo, in as far as he can. As Cordes has argued, this article allows for a sailor to seek reconciliation after a conflict, with an important role for the community of sailors in this reconciliation.³¹³

Commentary on Scots translations: This feature is no longer recognisable in the Scottish texts, which vary significantly. Notable in all three is the comment that the shipmaster shall be held in honour by his crew (in **v2**: his servants – which could be interpreted differently). As in some other examples, the shipmaster appears to be assigned a more powerful and respected position than in the original text. Though the texts begin in different ways, the focus of all of them is initially not on a dispute between shipmaster and sailor, but on strife between sailors and a rebelling member of the crew. In **v2**, the practice involving a threefold repetition (in **v1** and **v3** of a command) before an ejection has been omitted; there the sailor (servant) is put out of the ship straight away. The middle section is largely in accordance with the original in all three, though worded differently. The last section is corrupted in the sense that the Scottish texts turn on whether the shipmaster is to be considered not as good a sailor as the one sent away, rather than the evaluation being of any new sailor hired instead of the one sent away. In **v3**, it has been added to this that the shipmaster will not take counsel. In some copies of **v2**, “hawtane” (haughty) has become “outtane”,

305 A5, art. 9; *tit* Off schipmen stryffand.

306 kontak] contract **Ma**.

307 schipmen] men **C2**.

308 Addition based on **A3, H, A4, C1, A5, Mu, La**.

309 thrise] him thrise **C2, Ma, I** him **A3, H, A4, C1, A5, Mu, La**.

310 Addition based on **C2, Ma, I, A3, H, A4, C1, A5**.

311 that ar ... schip] *om* **C2, Ma, I**.

312 to tha skathis] of thaim **A3, H, A4, C1, A5, Mu, La**; *om* **C2, Ma, I**.

313 Copiar, pp. 136–7.

which has a similar pronunciation but means something different: excluded, left aside. Perhaps these scribes understood this to refer to a situation in which the shipmaster was kept out of the reconciliation or he did not agree with it.

ARTICLE 15

(B, art. 24)³¹⁴

A schyp is [in towis and]³¹⁵ in festnyng³¹⁶ and he brekys oute of³¹⁷ his festning,³¹⁸ ane uthir schip cummys and strykys hym and he is hurte of the strake and sondrys hys wynys,³¹⁹ the skathys auch to be presyt and partyt betwx the twa schyppis. And of the wynys³²⁰ that ar in the twa schippis, the skath aw to be partyt³²¹ betwx the marchandis.³²² And the mayster of the schyp³²³ aw to swere, and his falows,³²⁴ that thai strake nocht thair thankys.³²⁵ And this is the reson,³²⁶ for gyf ane auld schyp wald lay hym³²⁷ gladly in the gate of a bettyr for to hope to hafe³²⁸ the tuthyr schyp.³²⁹

Commentary

Summary of original provisions in the Rôles d'Oléron: This article is about ship collision in an anchorage. It relates to a situation in which a ship is moored and hit by another that drifts against it, carried by the tide. The moored ship is damaged, and the wines are spilt in both ships. The damage (to the ship) shall be valued and divided up half and half. The damage to the cargo (in both ships) shall be divided between the merchants. The shipmaster on the drifting ship shall swear with his crew that the collision was not intentional. The reason that is given for this judgement is that an old ship might willingly be put in the way of a better one, if the full damage would be reimbursed. But when it is known that the damage shall be divided half and half, the ship will be moved out of the way. It is unusual that a reason is given for a regulation. The suggestion is that, previously, colliding shipmasters had been liable for all the damage, irrespective of guilt. Alternatively, the addition can also be explained as a justification of a change in regulation.³³⁰

314 *tit* Of a schip eschapyt of ankyr doand scath **B**; **v1**, art. 14; **v3**, art. 12 (*tit* Off a schip brekand out of festnyng (*exc C2*: Of a schipe that brekis out of festnis)). This article has been omitted in **v3: A5**. Krieger, pp. 136–7; Ward, p. 199–200; Copiar, p. 137.

315 Addition based on **Lp**, **I**, **A3**, **H**, **A4**, **C1**, **Mu**, **La**.

316 A schyp ... festnyng] A schip is cumyng to hawyn and is festynit **v1** A schip is cummynd and is festnyt **v3**.

317 he brekys oute of] brekis **v1** brekis out of **v3**.

318 and he brekys festning] *om* **v3: La**.

319 sondrys hys wynys] spillis her gudis **v3**.

320 wynys] gudis **v3**.

321 partit] prisit **Ma**; of the wynys ... partyt] *om* **Lp**.

322 marchandis] *add* off the tua schippis **v3** (*exc Ma*: of the schippis).

323 of the schyp] *om* **v3**.

324 falows] men **v1**, **v3**.

325 thair thankys] that schip vilfully **v3** (*exc C2, Ma, I*: vilfully).

326 this is the reson] for this resoune **v3**.

327 lay him] ly **v1**.

328 for to hope to haf] in hop till aw **v1**.

329 of a bettyr ... schyp] in fraude and hope to get the better schip to mendis **v3** (*exc C2, Ma, I*: of a better in fraude and houpe to get the bettyr schippe).

330 See Frankot, *Medieval Maritime Law*, p. 48 and n. 121. Ward (p. 169) has called this last section of the article, somewhat anachronistically, a “trailblazer for insurance scams”.

Commentary on Scots translations: In the Scottish texts, the starting position deviates slightly from the original: the first ship is fastened but breaks free and is then hit by another ship and damaged (including its cargo). The remainder of the texts are largely in accordance with the original, apart from the final section about the reason for this article. This has been shortened significantly. In **v2** and **v1**, it is suggested that otherwise an old vessel might be put in the way of a better one to “haif” (have) the other one. There is some corruption of the original here, and it is difficult to interpret intelligibly. The text in **v3** (except **C2**, **Ma** and **I**) is more intelligible and more accurately reflects the meaning of the original in that it states that [the master of] the old ship hopes that the better vessel will need to amend (i.e. compensate).

ARTICLE 16

(**A1**, art. 16)³³¹

A schip or ij³³² ar in a hawyn³³³ and thai haf³³⁴ lital³³⁵ watter. And gif a schip lysis our ner ane other, the master aw to say to the tother schipman,³³⁶ lordis, ger³³⁷ raisis wp your anker, for it lysis our ner³³⁸ ws. And gif thai will not and he³³⁹ tak scathes therof, thai ar haldin till amend it.³⁴⁰ And gif thai lay anker for outyn by³⁴¹ and it doo scathes, thai ar haldin till amend it.³⁴²

Commentary

Summary of original provisions in the Rôles d'Oléron: This article regulates the situation in which two or three ships are in a harbour with too little water. If the anchorage is about to dry out, and a vessel is too close to another, the shipmaster should speak to the others and ask them to move their anchors to prevent damage. If they will not, shipmaster and crew can move the anchors themselves. If the anchor is not moved and causes damage, [the shipmaster on the second ship?] should reimburse this. If the anchors are dropped without a buoy and they cause damage, [the owners] shall also reimburse this. If they are in a harbour that is drying out, they have to attach buoys to their anchors which remain visible in the water. As is clear from the inclusion of square brackets, the implications of this article for the reimbursement of damage are not fully clear in the original.

331 **v2**, art. 11 (*tit* Off ane schip lyand neir a schip (*exc B*: Of a schip hurtand ane uthir in the havyn; **Lp**: *om*)); **v3**, art. 14 (**A5**, art. 10) (*tit* Off tua schippis or ma in a hawin haffand na vatter). Krieger, pp. 137–8; Ward, pp. 200–1; Copiar, p. 137.

332 ij] tua or ma **v3**.

333 hawyn] narrow havyn **B**, **Lp** new hawin **v2**: **I**, **A3**, **H**, **A4**, **C1**, **A5**, **Mu**, **La**.

334 and thai haf] haffand **v3**.

335 lital] na **v3**: **I**.

336 tother schipman] tuthyr schipmen **v2** (*exc H*: tother schip), **v3** (*exc Ma*: schipmen of the tother schip).

337 lordis ger] falows **v2** gaysis and **v3**.

338 lysis our ner] is oure neyr hand **v3** (*exc Ma*: is our neir).

339 he] the tuthyr schyp **v2** thai fra thin furth **v3** (*exc C2*, **Ma**, **I**).

340 till amend it] the skathis till amend **v3**.

341 for outyn by] wyth owtyyn buy **v2** (*exc I*, **A3**, **H**, **A4**, **La**: brokin boy; **A5**: brokin; **C1**: brokin withouttin boy) vythouttyn boy **v3**.

342 ar haldin ... it] that is sa layd bayr ar atdettyt and haldin for till amend all the skathis that ar doune theroff **v3** (*exc C2*, **Ma**, **I**: ar haldin tyll amende all the scathis thar of).

Commentary on Scots translations: The Scottish translator has taken it to mean that the second shipmaster should reimburse. Overall, this article is included in a shortened version in the Scottish texts, which are largely similar. They do not include the line concerning the shipmaster and crew removing the anchor themselves, nor the last sentence. The text in **v2** shows a slight variation in that it speaks of a “narrow” harbour, though most of the copies have “new” instead. A slightly extended last sentence is included in **v3**, but the general meaning is the same.

ARTICLE 17

(**A2**, art. 15)³⁴³

Schipmen³⁴⁴ on the cost of Bartanne aw till have³⁴⁵ bot anys kychin on the day, for quhy³⁴⁶ thai have bayth³⁴⁷ drynk out and in. And thai of Normandy sall have tua maneris³⁴⁸ of kychingis, for quhy³⁴⁹ thai have na drynk bot vatter.³⁵⁰ And quhen thai cum to land quhar the vynis growys, than sall the master geiff thaim drynk.³⁵¹

Commentary

Summary of original provisions in the Rôles d'Oléron: This article concerns the different rations of mariners from Brittany and Normandy. Those from Brittany shall receive only one meal, because they can have drink (that is to say, something other than water) on both the outward and return journeys. The sailors from Normandy get two meals a day, because they receive only water on departure. But when they arrive at a wine-growing region, wine shall be given to the sailors.

Commentary on Scots translations: This article, which is arguably irrelevant outside Brittany and Normandy, has nonetheless found its way into all the versions of this text from Scotland and the Low Countries to the Baltic. Even **A5**, in which some of the articles have been omitted in the second part of its double version, has two copies of this specific article. In this case, **v3** is closest to the original, giving a largely accurate representation of the contents (with the exception of **Ma**, which suggests that sailors from Brittany have nothing at all to drink). However, in **v1** and **v3** the reasoning can also be understood to mean that they have the drink because of the food, rather than the other way around. According to **v1**, the sailors from Normandy shall initially have better water to drink. **B** has “one drink”, but the other copies of **v2** include mostly water. Both **v2** and **v3** suggest “licour” (**v2**: **La** erroneously has “licence”), which can be any liquid, when they reach wine-growing areas.

343 **A5**, art. 11; *tit* Off the mett of schipmen in diuersis placis; **v1**, art. 17; **v2**, art. 4. Krieger, pp. 138–9; Ward, p. 201; Copiar, p. 138.

344 schipmen] thai **v1**, **v2**.

345 aw till have] na aw to haf **v1** ne aw **v2**.

346 qwhare for **v2**.

347 bayth] na **Ma**; *om* **v1**, **v2**.

348 tua maneris] mar **v1**.

349 qwhar for **v2**.

350 na drynk bot vatter] better water to drink **v1** bot at drynk **B** bot the water at drink **Lp** bot the wattir at daute **v2**: **I**, **A3**, **H**, **A4**, **C1**, **A5**, **Mu**, **La**.

351 than sall ... drynk] and the master is halden to get thaim licour **v1** the maystyr is haldyn to get thaim lycoure (**La**: licence) **v2**.

ARTICLE 18

(A2, art. 16)³⁵²

A schip cummys to Burdyouss³⁵³ or to sum uther place³⁵⁴ and is delyverit. The master aw to say till his falouss, lordis fraghtis, [in]³⁵⁵ your portage or yhe [*sic*] tyne of the fraght of the schip, and thai aw to say, sa sall be.³⁵⁶ And geyff thai tyne of the fraght of the schip,³⁵⁷ sic fraght as the schip sall have, sic sall thai have. And geyff thai fraght the schip thaim selff, thai aght to fraght in sic maner at the schip mak na duellyng. And geyff it be sa at thai na³⁵⁸ fraght fynd, the master is noght to blame. Ilk yongman aw to tell³⁵⁹ his master quhat maner of veght he sall tak in for his portag. And geyff he vill lat in a twyn of vatter, he may, and geyff at casting³⁶⁰ cummys, it sall stand for a twyn to the schip in cuirt,³⁶¹ quhen at thai mak reknyng.³⁶²

Commentary

Summary of original provisions in the Rôles d'Oléron: This regulation is about the rights of the “compaignouns” (see commentary to article 1; rendered as “fellows” in the Scots versions) to transport goods. When a ship arrives at its port of departure, the shipmaster has to ask his “compaignouns” whether they want to use their share in the hold themselves or whether they want to let the skipper freight it for them. They are required to respond. If they choose the latter, they will receive a *pro rata* freight for their share of the hold. If they want to freight it themselves, they must do it so that the ship is not delayed. If they cannot find cargo, the shipmaster will not be liable. The shipmaster shall show them their duties and their berths and assign them their share of the hold. And when they want to freight a cask of water and this cask is cast overboard in an emergency, then it shall be reckoned as a barrel of wine or other cargo. If they have used their share to freight merchant goods, the relevant merchant will have the same rights. This text again uses the word “compaignouns”, in Scots translated as “falouss”, as a possible remnant of the shipping ventures. In a later context, it should likely be understood to refer to members of the crew. This becomes clear when considering article 20, which refers to the choice between “furing” (in French “mareage”) or wage. The “furing” is the allowance of a defined space in the hold which, according to this article, the sailor can try to fill himself to make a profit, or he can let the shipmaster do it for him, against a *pro rata* share of the freight.

352 A5, art. 12; *tit* Off a schip fraghtyt and delyverit; v1, art. 18; v2, art 5 (*tit* Of portage B). Krieger, pp. 139–40; Ward, pp. 201–2; Copiar, p. 138.

353 Burdyouss] *add* wyth his charge v1, v2.

354 or to ... place] *om* v1, v2.

355 Addition based on C2, I, A3, H, A4, C1, A5, Mu, La.

356 sa sall be] *swa* thai sal v1, v2 sa sall we v3 (*exc* A2, A5).

357 schip] *add* thai aucht to say v2: H; the fraght of the schip] *fe* Ma.

358 na] *may* Ma.

359 tell] *schaw* v1, v2.

360 at casting] *it* Ma.

361 cuirt] *compt* v3: A3, H, A4, C1, A5, Mu, La.

362 schip ... reknyng] *sch[ip]men* C2 schip v3: Ma, I; for a twyn ... reknyng] on the schipmen v1 on the schipmen (chepmen B) v2.

Commentary on Scots translations: The three Scottish texts are largely the same in content. The possible options are not defined very clearly at the start. The line about the shipmaster showing them their duties and berths is lacking; instead there is a line that every young man should show the shipmaster what he is planning to freight. The last section is not very well translated. The text of **v3** does include that the cask of water shall be reckoned as a barrel, without further qualifying this. Most of the versions of this text have “compt”, as in that the cask shall be reckoned as a barrel when accounts are made up, which makes more sense than “cuirt” in **A2** itself. The other two versions have the opaque “it shall stand on the chepmen/schipmen”. The final sentence has not been included in any of the texts. But, apart from the last section, the texts give a fair representation of the intention of the original.

ARTICLE 19

(**B**, art. 6)³⁶³

A schyp³⁶⁴ cummys in fast³⁶⁵ wyth his charge; the schipmen wald hafe thair hyrys. And gyf thar be ony that has na bed³⁶⁶ na kyst in the schyp,³⁶⁷ the mayster may halde of his hyre, for gyf he yhede away, the mayster had³⁶⁸ nocht³⁶⁹ to performys³⁷⁰ his wage.³⁷¹

Commentary

Summary of original provisions in the Rôles d'Oléron: This short article concerns the disembarkation of sailors after arrival in port. If the crew wants their wage, but some do not have any beds or chests in the ship which could act as security for their return to the ship to complete the journey, then the shipmaster can hold on to so much of the wage as is due for the journey back to the port of departure.

Commentary on Scots translations: The Scottish versions of this article are even shorter. These lack the details on how much of the wage the shipmaster may retain. The final sentence is not fully clear without knowledge of the original. Noteworthy is the echoing of the wording “pur furnir la veyage” in “to performys of his wage (= voyage)”, which means to complete his journey. This article is lacking in **v3**.

363 *tit* Off hyris (*exc B*: Of hyre of schipmen; **Lp**: *om*); **v1**, art. 19. This article has been omitted in **v3**. Krieger, pp. 140–1; Ward, pp. 202–3; Copiar, p. 138.

364 schip] schipman **Lp** Ane maister of ane schip **v2**: **Mu**.

365 fast] sauf **v1**.

366 has na bed] no uther has bede **v1**.

367 schyp] kyst **v1**.

368 had] aw **v2**: **A3**, **H**, **A4**, **C1**, **A5**, **Mu**, **La**.

369 nocht] *add* to hald of his for **v1**.

370 performys] performys of **v2** (*exc B*).

371 wage] *add* with all **v1**.

ARTICLE 20

(B, art. 7)³⁷²

A mayster of a schip hyris his³⁷³ men in a toun that the schyp is of, and sum of his men be marwyt³⁷⁴ wyth the chepmen³⁷⁵ and³⁷⁶ wyth the mayster, and uthyr sum has nocht in hand.³⁷⁷ And thai be at thair awyn recept³⁷⁸ and thai se at thai may nocht get thair fraucht, and thai pas tyl ane uthyr recept wyth thair charge, the mayster is³⁷⁹ haldyn for to engrose thair hyrys and als fer³⁸⁰ as thai pas ferrar then the recept, syth besyth,³⁸¹ body thrw body,³⁸² als fer as thai war hyryt.³⁸³ And gyf ony chance³⁸⁴ cummys to the mayster³⁸⁵ bot gude,³⁸⁶ thai ar haldyn to bryng the³⁸⁷ schyp agayne thar thai brocht it fra.³⁸⁸

Commentary

Summary of original provisions in the Rôles d'Oléron: This article regulates the consequences of a change of port of departure for the sailors. It describes the situation in which a shipmaster has hired mariners in the ship's home port, some for a share in the hold, others for a wage (see article 18). If the ship cannot be freighted and has to sail to a new port, those who chose a share of the hold must follow, whereas the wage of the others shall be increased, unless the distance to the port of arrival will be shorter than before. The sailors are expected to help in returning the ship to its home port, if the shipmaster wants.

Commentary on Scots translations: Again, the description of the two options for the crew is somewhat opaque in all three texts. The word "marwyt" is associated with the French "mareage" – referring to the "furing", but here they are joined in partnership with the "chepmen/schipmen" and the shipmaster, rather than just with the latter. It is not clear that the other group is receiving a wage. The Scottish versions follow the description of the *pro rata* increase of the wage in accordance with the formula "veve par veve et corps par corps": "syth be syth body thrw body" (though **v1** only has the second part, **A2** has "fycht be fycht", and **Ma** claims that the wage should *not*

372 *tit* Of engrosyng of hyres (*exc Lp: om*); **v1**, art 20; **v3**, art. 17 (*tit* Off schipmen hyryt of the toun that the schip is of (*exc A2*: Off a master hirand men in sted quhar the schip is; **C2**, **Ma**, **I**: Of a master frauchtande men in the stede qwhar the schip is)). This article has been omitted in **v3**: **A5**. Krieger, p. 141; Ward, p. 203; Copiar, p. 140.

373 his] *om* **Ma**.

374 marwyt] knawin **Lp**.

375 chepmen] schipmen **v1**, **v2** (*exc B*), **v3**.

376 and] or **v1**, **v3**.

377 in hand] thar in **v1**, **v3**.

378 recept] *add* with thair chargis **v3**: **A3**, **H**, **A4**, **C1**, **Mu**, **La**.

379 is] *add* nocht **Ma**.

380 and als fer] of als mekil **v1** of als mekle **v3**: **A3**, **H**, **A4**, **C1**, **Mu**, **La**.

381 syth besyth] *om* **v1** fycht be fycht **A2**.

382 body] *add* sall be consideryt **v3**.

383 hyryt] hurt **v1**.

384 chance] charge **v2**: **I**, **v3**.

385 mayster] *add* as of chang **v3** (*exc A3*, **H**, **A4**, **C1**, **La**: as of chance).

386 bot gude] thair gude thair **Ma**.

387 the] that ilk **v1**.

388 fra] *add* but ony delay or taryng **v3**.

be increased according to this formula). However, “corps” should be read as “course” rather than “body”, referring to the course a vessel has sailed. Forte has already commented on the apparent “lack of scribal familiarity with, or understanding of, nautical terminology” when referring to this article.³⁸⁹ A later text tradition used the more accurate “kenning be kenning and course be course”.³⁹⁰ An addition “but ony delay or taryng” at the end of **v3** specifies that the ship should be returned without delay.

ARTICLE 21

(**B**, art. 8)³⁹¹

And it befall that a schip is at Burdeus or at ony uthir stede. The schipmen may bere syk kechyne furth as usage of schip is, that is to wyt a mese that is tayled³⁹² wyth in burde. And brede sal he hafe als mykyl as he may gudely ete at anys, bot drynk aw³⁹³ he nane to bere³⁹⁴ oute of the schyp. And gyf the mayster sendis eftyr drynk to the schyp, he aw nocht to dwel lang³⁹⁵ for to tyne the owre of the schyp. And gyf he cummys nocht redyly,³⁹⁶ and gyf the mayster tynys the owre, it war skath and than sal he pay the skathis.

(**A2**, art. 18)³⁹⁷

Geyff it befall a schip is³⁹⁸ at Burdyous or ony vther sted, the schip³⁹⁹ has sic kyching furth as is ussit⁴⁰⁰ in a schip, the schipmen aw nocht to beyr furth out of the schip ony kychnin, nor yit drynk. Bot bred he mey bere⁴⁰¹ furth alls mekill as he may ette at anys. And geyff the master sendis efter drynk to the schip, he sall nocht duell lang⁴⁰² for to tyne the honoure of the schip. For the master therthrough myght tyne his honour, the quhilk the schipmen aw to paye.

Commentary

Summary of original provisions in the Rôles d'Oléron: This article is about provisions for sailors going ashore. When two members of the crew go ashore – it is unclear whether on ship's business or on shore leave – they can take a portion of the provisions with them to the same amount as they would normally receive on the ship. They

389 Forte, “Kenning be kenning”, 60.

390 Ibid., 58–61.

391 *tit* Of beryng furth of mete **B**. This article has been omitted in **v1**. Krieger, p. 142; Ward, pp. 203–4; Copiar, p. 139.

392 tayled] taybode **Lp** callit **A5**, **I** calid **A3**, **H**, **A4**, **C1**, **Mu** cauld **La**.

393 aw] has **C1**, **A5**, **Mu**, **La**.

394 bere] be **A3**, **H**.

395 lang] langar **A3**, **H**, **A4**, **C1**, **A5**, **Mu**, **La**.

396 for to tyne ... redyly] *om* **A5**.

397 **A5**, art. 13; *tit* Off schipmennis mete in schip and withoute (*exc* **A2**, **C2**, **Ma**, **I**: Off the maner of furth beryng of met).

398 is] as **C2**, **C1**, **A5**, **Mu**.

399 schip] schipemen **A3**, **H**, **A4**, **C1**, **A5**, **Mu**.

400 is ussit in schip is] as otheris is in a schippe **C2** use is in schip **I** thai usit in a schipe **A3**, **H**, **A4**, **C1**, **A5**, **Mu**, **La**.

401 mey bere furth] shall haf furth **C2**, **I**; *om* **Ma**.

402 lang] langar **C1**, **A5**, **Mu**, **La**.

can also take bread, as much as they can eat, but nothing to drink. The sailors need to return to the ship as soon as possible, so that the shipmaster does not have to do without their working power for too long, because if he does, and damage occurs, the mariners have to make amends (i.e. compensate). Also, if one of the other sailors is hurt because he did not receive assistance from them (because they were ashore), they have to get care for him and make amends to him, the shipmaster and the “table community” (see articles 12 and 14).

Commentary on Scots translations: The last four articles of the *Rôles d’Oléron* appear only in **v2** and **v3**, and in each case the text varies significantly between them. In **v2** there is mention of taking “a mese”, which is a portion or serving, “which is tayled wyth in burde”. The word “tayled” (which is not included in the Scots dictionary in a sense that fits here) appears to have confused subsequent scribes, as there are a range of spelling variants in the other manuscripts. But this first part is otherwise more or less in accordance with the original, apart from a reference to “schipmen” in general, rather than “two sailors”.⁴⁰³ The meaning of the words “if the mayster sendis eftyr drynk to the schyp ...” is not fully clear, or rather it is not clear why specifically the sending away of crew to fetch drinks (presumably for use on the ship) is regulated here. In addition, it is unclear whether the “he” who is liable for the damage is the shipmaster or a crew member. The final part concerning a sailor getting hurt is not included (nor is it in **v3**). The text of **v3** has “schip” instead of “schipmen” in some of its manuscript copies, which is an error. The article subsequently goes on to say that sailors should not take any (cooked) food from the ship, nor anything to drink. They are allowed only bread. So, in that respect, the article is stricter in this version. The words about the shipmaster sending for drinks are also included in **v3**, but the worry here is not the loss of time (and thus working power), but the honour of the ship (and as a result that of the shipmaster), for which the shipmen have to pay, that is to say make amends. As in article 14, the honour of the shipmaster is considered to be an important asset.

ARTICLE 22

(**B**, art. 12)⁴⁰⁴

A mayster lattys his schyp to hyr tyl a man, and he makys hym conand to lade hym be in⁴⁰⁵ a certan day. And the man haldis nocht the conand that he made, and the mayster haldis thar the schip and the schipmen xv days⁴⁰⁶ or mar, and he tyne his fraucht thrw the man that hyryt his schyp, he is haldyn to pay thaim thair skathis.⁴⁰⁷ And that is for to wyt that the schypmen sal hafe the ferde part and the mayster the thre partys, and that is for⁴⁰⁸ he fyndis the costage.

403 Ward suggests that the article is linked to articles 5 and 6.

404 *tit* Of hyring of a schip (*exc B*: Of conand brokyn of frachtyng; **Lp**: *om*). This article has been omitted in **v1**. Krieger, pp. 142–3; Ward, p. 204; Copiar, pp. 140–1.

405 be in] within **v2** (*exc B*).

406 days] or xvj **Lp**.

407 skathis] fraucht and skaith **A5**.

408 for] *add* to say for **Lp**.

(A2, art. 19)⁴⁰⁹

A master lattis his schip till hir till a schipman and he makis hym cunand to layd hir be a certane day. And the schipmen haldis it nocht and the schip abydis ther xv days or mar, and the master tynis his fraght throu the schipman and the merchandis tynsallyt, the schipman aw to pay the master his⁴¹⁰ skathis,⁴¹¹ and alsua to the schipmen ther fraghtyt⁴¹² hyir, be colmon law.⁴¹³

Commentary

Summary of original provisions in the Rôles d'Oléron: This article regulates the exceeding of the agreed loading time by a merchant when he has hired a ship. In this case, an agreement has been made between a shipmaster and the merchant, including a time at which the vessel needs to be loaded, but the merchant does not keep his side of the agreement and delays the ship and its crew for fifteen days or more. If the shipmaster then loses the opportunity to depart in fine weather and, as a result, his commission, the merchant has to pay the damage to him. Of this compensation, the crew are to receive a quarter and the shipmaster three quarters. This is because he has additional costs – in particular those of provisioning the crew.⁴¹⁴

Commentary on Scots translations: The texts of **v2** and **v3** differ in the translation of this article with regard to the question of to whom the ship is rented: **v2** has “a man”, **v3** “a schipman”. The meaning of the original is more or less followed in **v2**, though there is no mention of the weather. In **v3**, apart from renting to a shipman, a situation that would most likely never have occurred in practice, the first half is otherwise approximately in accordance with the French text. But the words “and the merchandis tynsallit” are confusing. They fit better with the original text in which the merchant is the one causing the damage, but seem out of place here. The text then continues to claim that the sailor has to amend (compensate) the damage to the shipmaster and the crew (note the difference between “fraghtyt” in **A2** and “scaith” in most of the other copies) in accordance with common law. This is the only reference to common law in any of the articles.

ARTICLE 23(B, art. 13)⁴¹⁵

A marchand frauchtys a schyp wyth his charge til his receipt and thai lay thair schyp redy in the see; he passis furth tyl ane uthyr havyn and lysis thar. And case fallys that the mayster wantis sylver, he may send hame eftyr it, bot thar for sal he nocht tyne hys tyme and he hafe weddyr befor hym. And gyf he lettys or bydys, he sal pay the skath. And gyf hym fayles stuf, he may sel the schipmennys gude and by hym stuffyng

409 **A3, H, A4, C1, La, Mu**, art. 21, **A5**, art. 15; *tit* Off a master that lattis his schip till hyir.

410 throu ... his'] *om* **A5**.

411 fraghtyt] fraucht skaythis **A3, H, C1, Mu** fraucht and skaithis **A4, La**.

412 fraghtyt] scaith **A3, H, A4, C1, A5, Mu, La**.

413 be colmon law] *om* **C2, Ma, I**.

414 See Copiar, p. 140 n. 36, with regard to earlier regulations dividing this up fifty-fifty.

415 *tit* The maister wantis sylver (*exc* **B**: The markk may sel schipmennys gudis; **Lp**: *om*). This article has been omitted in **v1**. Krieger, pp. 143–4; Ward, p. 204; Copiar, p. 141.

vyth. And qwhen the schip is cummyn to recept, than the mayster is haldyn to pay his schipmen for the gude that he saulde, als mykyil as thai sel the makis for. Bot he sal hafe the frauchte.

(A2, art. 20)⁴¹⁶

A merchand⁴¹⁷ fraghtis his schip vyth his chargis till his⁴¹⁸ resset. Thai laye the schip redy to the see and he passis furth⁴¹⁹ till another hawin. And the master faylyhe⁴²⁰ siluer, he may sell of⁴²¹ the schipmennys vynys and pay thaim therfor as thai sell the layff. Bot never the less⁴²² he aw to have of it his fraght, in cass that he sell it.⁴²³

Commentary

Summary of original provisions in the Rôles d'Oléron: This regulation is about a shipmaster's financial problems while abroad. The situation that is described is that the vessel remains in a harbour (after having been loaded elsewhere) for such a long time that the shipmaster runs out of money. He can send for money from home, but he must take care not to lose the opportunity to depart in good weather. If he does lose this opportunity, he must make amends to the merchants. The shipmaster may also sell some of the goods from the merchants in order to buy what he needs. And when the ship reaches its port of arrival, the wine that was sold shall be valued in accordance with the price that is given for the remaining wine. And the shipmaster shall receive his freight for all of the wine. Though it is not stated specifically in the first section of the text, the weather plays a deciding role in this article. It concerns the situation when a ship is sheltering from the weather in a harbour that is not its destination. Once the weather improves, the shipmaster must make sure not to lose this opportunity.⁴²⁴

Commentary on Scots translations: The difference in length between the texts in **v2** and **v3** is again noteworthy. The article in **v2** is largely in accordance with the original, though the shipmaster may sell the shipmen's goods rather than those of the merchants. The translation of "il ne doit mie perdre temps" by "he sall nocht tyne hys tyme and he hafe weddyr before hym" is interesting: the scribe did not take any chances with the meaning of "temps", which can mean both time and weather. A brief summary of the original text is offered in **v3**, skipping over much of it, especially the section concerning losing the weather and having to compensate the merchants if this happens. Contrary to this, the sentence on receiving freightage is more extensive than that in **v2**.

416 **A3, H, A4, C1, La, Mu**, art. 19, **A5**, art. 14; *tit* Off a merchand fraghtand a schip.

417 A merchand] merchandis **A3, H, A4, C1, A5, Mu, La**.

418 vyth ... his] thaj mak **Ma**.

419 and he passis furth] thaj leid the schip **Ma**.

420 faylyhe] misteris **Ma, I**.

421 of] *om* **C1, C2**.

422 never the less] *om* **C2, Ma, I**.

423 aw to have ... it] sall have his fraucht thar of **C2, Ma, I**.

424 Cf. Ward, p. 204, who has translated "temps" as "time" rather than "weather", missing the point of why the vessel was in a harbour which was not its destination in the first place.

ARTICLE 24(B, art. 9)⁴²⁵

A yhong man is ladysman of a schyp and is hyryt to bryng it to the recept thar he suld be delyuerit, and he is cummy n in fast and thar he strykys the schip. The maystyr is haldyn to luke qwhar he wyl ly, and he aw⁴²⁶ for to luke at the sege⁴²⁷ be evyn, that the schyp tak na skath; the maystyr is haldyn to mak the recepte gude. And nathing to be set apon the ladysmen, for the ladysman⁴²⁸ has nocht to do mare qwhen the schip is in festnys,⁴²⁹ qwhar the charge is on the maystyr and the schypmen.

(A2, art. 21)⁴³⁰

A yung man mayd ladisman of a schip and bryngis⁴³¹ hyr to the place quhar scho suld be delyuerit and ther strykis the schip. The master⁴³² is haldin to luk⁴³³ quhar he vill⁴³⁴ ly, and he aw to se⁴³⁵ at the seyge be ewin, sa at the schip tak na skayth na the gudis. For and thai tak skayth, the master is haldin to mak all gud. And he aw nocht to put the vyte to the ladisman for the schip,⁴³⁶ for the ladisman hass na mar ado fra the schip be broght in saufte, bot fra thin furth the charg is the masteris off hire and⁴³⁷ the ladismanys,⁴³⁸ etc.

Commentary

Summary of original provisions in the Rôles d'Oléron: The final article concerns the responsibilities of the pilot and the shipmaster when the vessel reaches its port of arrival. The text opens with the comment that a pilot has been hired to sail it into a harbour where it is to be unloaded. Instead of continuing with the pilot's responsibilities, it focuses on those of the shipmaster and the crew first. These are to take care of the berthing and to place buoys visible in the water, or to otherwise mark the place clearly, so that the merchants' goods do not suffer any damage. If damage does occur, the shipmaster is to compensate them, unless he can justify why he has deviated from this practice. The pilot's duty, in the meantime, is to guide the ship safely to the berthing.⁴³⁹ From then on, the responsibility is on the shipmaster and his crew.

425 *tit* Of a ladisman **B**. This article has been omitted in **v1**. Krieger, pp. 144–5; Ward, p. 205; Copiar, p. 141.

426 to luke ... aw] qwhar he wyl ly **Lp**.

427 sege] sett **A5**.

428 the ladysman] *om* **I**.

429 in festnys] fast **A5**.

430 **A3, H, A4, C1, La, Mu**, art. 20; *tit* Off a yung man mayd ladisman of a schip. This article has been omitted in **A5**.

431 bryngis] burgess hire **Ma**.

432 the master] he **A4, C1, Mu**.

433 to luk] *om* **C1, Mu**.

434 ther strykis ... vill] *om* **A3, H**.

435 he aw to se] *om* **La**.

436 to the ladisman ... schip] *om* **C2**; for the schip] *om* **Ma**.

437 and] *add* nocht **A3, H, A4, C1, La**.

438 off ... ladismanys] and nocht his **C2, Ma, I**.

439 Cf. Copiar, p. 141, which suggests that the pilot only needed to get the ship into the harbour but not to its berthing, though its text appears to suggest otherwise: "alse he id schip heeft gebracht to der ketenen", that is to the place where it shall be fastened. Copiar, pp. 38–9.

Commentary on Scots translations: In **v2** and in **v3**, the general line in the original that the harbour has berthing spaces is replaced by a comment that the pilot comes securely into the harbour (**v2** only) and comes to a standstill (“strykis the schip”). This actually provides a more satisfactory continuation of the first sentence of the article about the pilot having been hired to sail the vessel into the harbour than that in the original, which does not say anything further about the pilot. The middle section in **v2** and **v3** is quite similar, both making no mention of buoys. The text in **v2** then continues to clarify that the responsibility of the pilot stops when the ship is moored. The final part in **v3** is corrupted. The article confirms that the pilot is no longer responsible after the ship has come in safely, but is lacking “not” (as in “not the ladismanys”) at the end, so that the pilot appears to be responsible after all. **C2**, **Ma** and **I** do not include this mistake.