This is a publication of The Stair Society. This publication is licensed by Edda Frankot and The Stair Society under Creative Commons license CC-BY-NC-ND and may be freely shared for non-commercial purposes so long as the creators are credited.


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

The Stair Society was founded in 1934 to encourage the study and advance the knowledge of the history of Scots Law, by the publication of original works, and by the reprinting and editing of works of rarity or importance.

As a member of the Society, you will receive a copy of every volume published during your membership. Volumes are bound in hardcover and produced to a high quality. We also offer the opportunity to purchase past volumes in stock at substantially discounted prices; pre-publication access to material in press; and free access to the complete electronic versions of Stair Society publications on HeinOnline.

Membership of the society is open to all with an interest in the history of Scots law, whether based in the UK or abroad. Individual members include practising lawyers, legal academics, law students and others. Corporate members include a wide range of academic and professional institutions, libraries and law firms.

Membership rates are modest, and we offer concessionary rates for students, recently qualified and called solicitors and advocates, and those undertaking training for these qualifications. Please visit:

http://stairsociety.org/membership/apply
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. 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. 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. 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/arot. 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).


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). 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.

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.

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: Laws, Business and the Sea, c.1350–1450 (Woodbridge, 2009).
the *Regiam Maiestatem*, *Quontiam Attachamenta*, the *Legas 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 Monynet 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

---


(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 “jugements 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 jugement 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”. 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. 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

---


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, “Kennig 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 (UStAL)\textsuperscript{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.\textsuperscript{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.\textsuperscript{13}

\begin{table}[h]
\centering
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline
Liber Horn & v1 & v2 & v3: A2, C2, Ma, I & v3: A3, H, A4, C1, La, Mu & v3: A5 \\
\hline
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 & 14 & 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 & – \\
\hline
\end{tabular}
\caption{The Scottish translations of the Rôles d’Oléron: article sequence}
\label{table:role_sequence}
\end{table}

\textsuperscript{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.
\textsuperscript{12} This includes the copy in BL, Add. MS 48032, assuming that \textit{Mu} may indeed have served as an exemplar for this copy.
\textsuperscript{13} Taylor, \textit{Laws of Medieval Scotland}, pp. 49–60 (B, her C), 117–29 (A3, her K), 130–7 (Lp, her I), 156–66 (A4, her O), 167–79 (H, her P), 180–9 (C1, her Q), 190–9 (Mu, her R).
The only copy of version 1, A1, is from the third quarter of the fifteenth century, possibly from 1455. It includes *Regiam Majestatem*, *Quoniam Attachamenta*, statutes, burgh laws and some shorter legal texts, mostly in Scots. 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. 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. 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 *Bake of Polocy* by Christine de Pisan and Sir Philip Sidney’s *The Countess*

---

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. 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 begynis the copiis 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. The sea laws are on ff. 69r–74v and have a similar incipit to the previous manuscript: “Heir begynnis the copiis 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 begynnis the copiis 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 begynnis 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 burgess of Inverness and who served as town clerk from 1561 onwards. The scribe was Gilbert Duff, another burgess and town clerk around the same time. 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.
music from the Inverness song school. 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.

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. 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. The manuscript is closely related to A3. It contains Regiam Majestatem, Leges Burgorum and other legal texts, mostly in Latin.

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. The contents of the book are similar to those of the previous two manuscripts. 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. This manuscript

21 Dolezalek, Scotland under Jus Commune, ii, pp. 90–5.
23 Ibid., p. 167. Cf. Frankot, Medieval Maritime Law, p. 84, with a fifteenth-century date.
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.
contains Regiam Majestatem, statutes, Leges Burgorum and other legal texts, most of which are in Latin. 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 Attachiamenta, forest laws and some shorter legal texts, most of which are in Scots.

Mu was written in Edinburgh by Henry Ayton, a notary, in the summer of 1546. It was commissioned by James Bannatyne, who was a burgess of Edinburgh and the son of the scribe of A4. 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. 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. 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. 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
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. 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 alsmekle of the gudis as thai 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. 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 Welwd 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. 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. 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. 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.

**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.

---


ARTICLE 1

(A1, art. 1)

In the judgement of the sey, in the first make a man maister of a schip, that is twa mennis or iij. The schip passis out of the lande and cumis to Burdus or to the Rochell or to be frachtyt in ony strangis sted. The maister may not sell the schip but gif he haf commandment or procuratioun of his masteris; bot gif mister of expensis, he may weill lay sum of the takill in wed with consail of his falowis within burd. And this is the judgement in this case.

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. 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 (iij/’The maisty r maid may nocht sell (exc B: A maisty r may nocht sel the schip; Lp: om)); v3, art. 1 (iij 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 uthir 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.


51 sum … consail ] in wed som of the takyl be consaile v2 sum of the takillis in to wed with consaile 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 havenyt\(^{56}\) and abyddis her\(^{57}\) 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 this\(^{60}\) wedder; sum says the wedder is nocht gude and other sum says it is gude and fayr.\(^{61}\) The maister aw to accord to\(^{62}\) 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 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.

\(^{55}\) *cit* Of a schip havynyt abyddand her tyme; v1, art. 2; v2, art. 15 (*cit* The maistir aucht to ask counsale (exc B: the maistir suld nocht sal but consent; Lp: om)). This article is lacking in A2. Kriegen, 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, v3 (exc A5).

\(^{58}\) quhene … sal ] and he be redy to sail v1, v2 (exc A5: and she be reddy to saill).

\(^{59}\) lordinges ] lords and d[…]kis v1 lords 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 saysys the wedder is gude and other 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 scathis gyf he hafys quhar of v1 the mayster aw to pay the skathys gyf he hafys qhar of v2 (exc C1: add it may be takin in gudis) the maister aw to pay the scathis of the schip gyf that he have quharrowf 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 quharrowf 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 thyr hyr quhen80 the schip is tynt.81 Na the maister may not sell hir takill of his schip82 but gif he haf commandment of his masteris,83 bot he aw to doo it in gud keping quhill he wyt th e will of his masteris and to doo with it84 alswell 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).
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 Andre 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, nathing; Lp: om) ocht v3, add/v2: A3 (marg), H: na yit to gif thaim ocht And alsua thai haf tynt thair 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 alswell … may ] alsewele 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)\(^9^9\)

A schyp passys fra burdews or fra ony uthyr stede\(^9^0\) and it\(^9^1\) hapnis\(^9^2\) to payre\(^9^3\) and ryve;\(^9^4\) thai sauf\(^9^5\) thaim\(^9^6\) at that tyne the beste wyse at\(^9^7\) thai may,\(^9^8\) and thai haf in wynys\(^9^9\) or\(^10^0\) uthyr gude. The mayster\(^10^1\) and the chepmen\(^10^2\) ar\(^10^3\) at grete\(^10^4\) debate;\(^10^5\) the\(^10^6\) schipmen askys of the mayster thair gudes;\(^10^7\) the mayster\(^10^8\) auacht\(^10^9\) to hafe his\(^11^0\) fraucht of\(^21^1\) al fer as he has done his vayage.\(^11^2\) In case gyf he may amend it at that tyne, wele be it.\(^11^3\) And gyf he may nocht mende the schip,\(^11^4\) he may hyre

\(^89\) rit Of a schip brokyn be the way B A schip passand fra burdoos 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.

\(^92\) hapnis ] hapnis at that tym v1 hapnis the vether v3 (exc A3: happin to be weddir, A4, C1, La: happinns be 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 skynnis v1.

\(^100\) or ] or ony v3.

\(^101\) the mayster ] the master ande the schipmen askis at the maister three gudas 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 gudas he and thai beand v2: I, 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 tyne ... it ] and that time weill betide Lp; in case ... it ] bot and the master wil he may weill mend his schip and the case stande that he may hastely mend it well v1 bot gyff the master vill he may amend hire (the schip C2, I his schip Ma) he (be C1; om C2, Ma) noght taryd and his schipmen to lang v3.

\(^114\) the schip ] it v2: A5.
ane uthyr to do the vayage\textsuperscript{115} and than he sal hafe his fraucht of al the gudys that he has in the schyp.\textsuperscript{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 “skynnis” 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**

\textit{(A1, art. 5)}\textsuperscript{117}

A schip passis fra ony havyn\textsuperscript{118} with hyr chargis or with outyn chargis\textsuperscript{119} and cumis till ane\textsuperscript{120} other stede. The schipman na aucht not to pas out of the schip with outyn leff of the maister,\textsuperscript{121} for gif case cummis\textsuperscript{122} to the\textsuperscript{123} schip, thai war haldin to mak it

\textsuperscript{115} And gyf … vayage | bot gif he may not he may hyr ane other schip the waiagis *v1* and geysf he vill noght amend hire he may hyre ane other schip and do his vyage *v3*.

\textsuperscript{116} and than … schyp | and the maister sal haf his fraucht of alsmekill as he has within hyr *v1* and tak his hayl fraught *v3* (ex *Ma: sm* and than … schyp).

\textsuperscript{117} *v2*, art. 18 (\textit{iti} Off passyng furth but leue *B* Off a schip passand fra ony havyn with hyr fraucht *A3, H*); *v3*, art. 5 (\textit{iti} Off a schip passand fra any haffin vyth hire fraght (ex *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.

\textsuperscript{118} ony havyn | a stede tyl ane uthyr *v2*.

\textsuperscript{119} with hyr … chargis | vyth hire charge or vyth outin chargis *v3* (ex *A3, H, A4, C1, A5, Mu, La: with hir fraucht and with hir charge; *Ma, I*: *sm* or vyth outin chargis).

\textsuperscript{120} ane | ony *v2, v3*.

\textsuperscript{121} with outyn … maister | bot wyth thair maystyr leve *v2*.

\textsuperscript{122} case cummis | ony case commys *v2* oght happin *v3*.

\textsuperscript{123} the | that *v2*. 
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 rewllyng 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.

Commentary

**ARTICLE 6**

(A1, art. 6)134

Schipmen hiris thaim with thar maisteris135 and136 ony of thaim pas out137 without left138 and thai contok139 and140 ony of thaim be wondyt,141 the maister is not haldin war

---

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 and ane amendis shouit). 125 and thai haf qhuarof | 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 weil | om v2. 132 be tym to thar schip | in tyne to thair schyp agayne v2 be tyme to thair agayne the rewllyng 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 left | add of thair masyer v2. 139 contok | contak v2 (exc Lp: untake, I: can tak; A5: sm: H: add ot culye) contyre Ma; add and stryff v3. 140 and | sa that v3 (exc C2, I: or). 141 wondyt | add or hurt v2.
to ger\textsuperscript{142} helé him na to purway not for him, bot\textsuperscript{143} hyr ane other in his steid. And gif he costnis\textsuperscript{144} mar than he did,\textsuperscript{145} the schipman\textsuperscript{146} is haldin to pay it, gif the maister may fynde ocht of his. Bot and the master sende\textsuperscript{147} him\textsuperscript{148} in ony service of the schip and he be hurt,\textsuperscript{149} he sal be helyt of the schip.\textsuperscript{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 \textit{H} is intriguing. To “culye” means to caress/fondle, or to cherish/treat kindly.\textsuperscript{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)\textsuperscript{152}

And fall that a\textsuperscript{153} seknes\textsuperscript{154} cumis sudandly till a schipman\textsuperscript{155} or to ij or to iij\textsuperscript{156} doand thar service,\textsuperscript{157} he\textsuperscript{158} may not ly lang in the schip, bot the maister is haldin to ger

\textsuperscript{142} to ger | for v2 (exc Lp, I, A4, A5, La: om).
\textsuperscript{143} bot | add for to v2, add to v3.
\textsuperscript{144} costnis | gewis Lp, add or gyfys v2 (exc Lp; exc La: or gevis hym).
\textsuperscript{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).
\textsuperscript{146} the schipman | he v2.
\textsuperscript{147} sende | lyndis Lp fynd C2.
\textsuperscript{148} him | his man v2.
\textsuperscript{149} he be hurt | he hurte hym or take ony hurte v2 therthrouch he var hurt v3.
\textsuperscript{150} he sal be … schip | he sal be helyt of the schip gude v2 (exc Lp) the master of the schip sall gar heyll hymne v3 (exc C2, Ma, I: he sal be helpit (helit Ma, I) be the maister of the schip).
\textsuperscript{152} v2, art. 20 (*it* Of a schipmen falland seke B); v3, art. 7 (*it* Off a schipman takand sudane sekyness in the schip (exc Ma, I: Off schipmen takand sekynes in the schip)). Krieger, pp. 128–9; Ward, pp. 193–4; Coptar, p. 136.
\textsuperscript{153} and fall that a | it fallys that v2 gyf v3.
\textsuperscript{154} seknes | iil v2.
\textsuperscript{155} ttl a schipman | on a man C2 in a schip one ane Ma, I.
\textsuperscript{156} a schipman … iij | to schipmen v2.
\textsuperscript{157} service | office v3: A3, H, A4, C1, A5.
\textsuperscript{158} There is some variation between the copies with regard to the use of singular or plural throughout this article.
lay 159 him on the land and get him 160 a hous and a reset 161 and a candel, 162 and 163 get him a woman or a man to keip him, and aw to gif him sic sustenans, 164 that is to wyt sic 165 as quhen he was 166 in the schip. And gif he will haf ony delicous metis to cover him with, 167 the maister is haldin 168 to get him nane, 169 na the schip aucht not to duell efter him. 170 And gif he coveris, 171 he haf till him 172 his hyr. 173 And gif he deis, 174 his wyf or 175 his next frendis 176 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 ] kerset v3 (exc C2, C1, Mu, La: cresis).
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 delicous … with ] ony delicios metys v2 oght ellis v3.
168 is haldin ] aw v2.
169 is haldin … nane ] is noght haldin to get thaim sic thingis v3; add bot hym self v2.
170 to duell efter him ] to dwell 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 ] auscht to haf v2, v3 (exc Ma: aw nocht to haif).
173 hyr ] fee v3.
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 feyes that ar unpayt geyff thai ony sic frendis have v3 (exc C2, Ma, I: aw till haf that 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)*

A schip passis fra181 burdus or fra other stedis,182 chaums183 cumis he may not eschap casting his gudis. 184 Queen aw to chargis185 the schipmen;186 the schipmen187 aw to say that 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 halowe195 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 twn209 fre,210

---

180 v2, art. 21 (*rit Of castynge of gudis B*); v3, art. 8 (*rit 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 other place*) ony other sted v3.
183 chaums ] 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 how 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 master and aw to grante to the castyn v2 aw to grant to v3 (*add the casting C2, Ma, I, A3, A4, Mu, La*).
189 and thai graunt ] hw euer it fal efyr v2; *om v3*
190 thai ] the schipmen v3.
191 not ] add to the castynge 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 falowys v3.
198 he it dide ] he ne dyd it bot v2 he kest noght 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 ] departyr v3 (*exc C2, Ma: partit, A3, H, A4, C1, Mu, La*; prisisit, 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 haf ilkane ] ilk man v3.
209 twn ] 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 that\textsuperscript{211} 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 “schipmen” 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.\textsuperscript{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”\textsuperscript{213}.

\textsuperscript{211} on that ] than v2; om v3.

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

\textsuperscript{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)\textsuperscript{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 amang 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)\textsuperscript{215}

It befallys oft that the mayster of a schyp behufys for to hew his maste thrw Ivyl wedyr; he aw to cal the chepmen and schaw thaim that ai moy hew thair mast for sauftie of the schip and of the takyl and thair ancrys, for sauftie of the schip and of [the gudis. And gif it sua fallis that thai hew thare mast and tynis thare cabill and thare ancrys for sauftie of thare schip and the gudys, it aw to be castyn ponde be ponde as it war castyng, and aw to be payit amang thair chepmen or ony gudys pas oute of thair schip. And gyf thair schip be in harde sege, the mayster aw nocht to pase a way befor that he hafe his fraucht haf of the gudis thair at thair debat fore.

(A2, art. 9)\textsuperscript{225}

It fallis throu cass a master of a schip on neyd mon hew his maste throu stress of vether; he aw to call the schipmen and tell thaim it behuffis be hewin for savite of the schip and of the gudis. The mast hewin, the schip and the gudis cummand to savite, the gudis sall be castyn pond to pond as it var, and aw to be payit amang the chepmen or ony gudys pas out of the schip. And geyff the schip be in harde sege, the mayster aw to ger the schipmen amend it sone at thair schyp take na skath. And gyf ony debate be amang thair gudis, and eis be sare grevit, the mayster aw to dwel abowte thair debate and ger it be amendyt wythin thair schyp burde sufficiandly, ilkane tyl uthyr and mak thaim gude frendis as thair war befor. Bot the mayster aw nocht to part away befor he hafe his fraucht of the gudis the qwhylkys thair ar in debate fore.

\textsuperscript{214} Krieger, pp. 130–1; Ward, p. 195; Copiar, p. 139.

\textsuperscript{215} tit Of hewying of the mast B Of a schip that hewis hir mast A3, H.

\textsuperscript{216} aw ] add for till hew A3, H, A4.

\textsuperscript{217} chepmen ] schipmen v2 (exc B).

\textsuperscript{218} Addition based on I, A3, H, A4, C1, A5, Mu, La (Lp has the same, but for the last “and the gudis”).

\textsuperscript{219} as it war castyng ] add gud Lp; om I.

\textsuperscript{220} chepmen ] schipmen v2 (exc B).

\textsuperscript{221} be … sege ] be hard set Lp.

\textsuperscript{222} schypmen ] schip H.

\textsuperscript{223} sare ] sad H.

\textsuperscript{224} thaim ] om I, C1, A5, Mu, La.

\textsuperscript{225} tit Of a schip that hewys his/hir mast. This article has been omitted in A5.

\textsuperscript{226} on neyd mon ] behufys tyll C2, Ma, I.

\textsuperscript{227} be ] to be A3, A4, C1, Mu, La for to be H.

\textsuperscript{228} and of …, schip ] om Ma.

\textsuperscript{229} var ] add castyn C1, C2, as it var ] om Ma.

\textsuperscript{230} hyr ] hard sege C2, Ma, I.

\textsuperscript{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 “cheplemen” 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 to schaw his schipmen ] om v².  
²³⁶ his winding ] om Ma.  
²³⁷ his wynding ] his wyndyng his wyndes and his cordys v² the wynding cordis v³.
maister is haldin for to ger mend\textsuperscript{238} thaim. For and a tun or a pipe be tynt\textsuperscript{239} in falt of wynding of the cordis,\textsuperscript{240} the maister aw to mak thaim gude, and the schipmen aw to part\textsuperscript{241} the scathes with the master in alsmekill as thai tak of the winding; and the windagis\textsuperscript{242} is haldin to restor the first scath and the laff is haldin to part\textsuperscript{243} between\textsuperscript{244} thaim.\textsuperscript{245} Bot gif the schipmen say the cordis ar gude,\textsuperscript{246} and the wyn\textsuperscript{247} spilt,\textsuperscript{248} the schipmen aw for to part\textsuperscript{249} the scathes done\textsuperscript{250} amang thaim self, that\textsuperscript{251} aw the wyn or the gudis,\textsuperscript{252} etc.

\textit{Commentary}

\textit{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.

\textit{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: \textit{v1} includes the best translation. The word "noght" ("the schipmen say the cordis ar noght gud") is included in \textit{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 \textit{v2} rather says that if the \textit{sailors} say the cords are good, and the wine spills, they shall reimburse the \textit{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

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

A schip cumis to Burdus or till ony other sted and makis him redy to tak his wynis. The wynis takis skathes 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. Thai cum in sauf to land, the merchandis says that thar hustall has sunderit thar wynis, the master says nay. And the maister will suer with ij of his falows, or iij, that thar wynis war not sunderit thru thar haustall, tha sall pas quyit and be deliverit. And gif thai will not suer, thai ar haldyn to pay the schipmen all thar scathes for thar gudis, for thai ar haldin to luk at all thar thingis be gud and certan, and stowit as it aw to be or thai pas out of thar hawyn.

**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) 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) (*Off wynys in schippis scaithit (exc A2, Ma, I: Off a master of a schipe Juge till his men stryffand; C2: Of a master of a schipe Juge tyll his men that stryfys)).

Krieger, pp. 132–4; Ward, pp. 196–7; Copiar, p. 139.

254 schip | schipman *Lp.*

255 sted | havyn v2.

256 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 half v3 (exc Ma: be seis hale).

259 in sauf | in fast v2 to savite v3.

260 merchant | maister v2: Mu.

261 hustall | fustaile v2: I.

262 sunderit | sendyt v2: I.

263 thar hustall … wynis | thar vynis are distrobillyt ande spylt in the masteris defaut v3.

264 fowllows | marrowis Ma.

265 or iij | om v3 (exc A3, H, A4, C1, Mu, La: with him; A5: within).

266 sunderit | verryt v2.

267 thair fostaile 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 kepitt and stabilltyt 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 “fuistaile”, has been the cause of some confusion and discussion, “fuistaile” 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 \textit{v2} and \textit{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 \textit{v3} the use of the word “fustaiiue/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 \textit{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.

\textit{ARTICLE 12} \hfill (\textit{A1}, art. 12)\footnote{v2, art. 2 (\textit{tit Of debate B}). This article has been omitted in \textit{v3}. Krieger, pp. 134–5; Ward, pp. 197–8; Coptiar, pp. 139–40.}

\begin{quote}
A master hiris his men to halde thaim in pece and her\footnote{her ] is \textit{v2}.} thar Juge. And gif ony of thaim hurtis ony\footnote{ony ] uthir \textit{v2}.} and breid and wyn be laid on the port, and ony of thaim lee other,\footnote{and bred … other ] \textit{om Lp}.} he sall pay iiij\footnote{iiij ] iiij \textit{v2}.} d. And gif the maister leis ony of his men,\footnote{men ] young men \textit{v2}.} he sal pay viij\footnote{viiij ] viij \textit{v2} (\textit{exc Lp}).} 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 in\footnote{be in ] tyne \textit{v2}.} \textit{j} s. or his nef be, at his masteris will. And that I gif for domme.\footnote{and that I … domme ] \textit{om v2}.} \end{quote}

Commentary

Summary of original provisions in the \textit{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

\footnotesize{\begin{itemize}
\item Krieger, pp. 132–3, n. 595.
\item Krieger, pp. 134–5; Ward, pp. 197–8; Coptiar, pp. 139–40.
\item her ] is \textit{v2}. \footnote{her ] is \textit{v2}.}
\item ony ] uthir \textit{v2}. \footnote{ony ] uthir \textit{v2}.}
\item and bred … other ] \textit{om Lp}. \footnote{and bred … other ] \textit{om Lp}.}
\item iiij ] iiij \textit{v2}. \footnote{iiij ] iiij \textit{v2}.}
\item men ] young men \textit{v2}. \footnote{men ] young men \textit{v2}.}
\item viij ] viij \textit{v2} (\textit{exc Lp}). \footnote{viij ] viij \textit{v2} (\textit{exc Lp}).}
\item be in ] tyne \textit{v2}. \footnote{be in ] tyne \textit{v2}.}
\item and that I … domme ] \textit{om v2}. \footnote{and that I … domme ] \textit{om v2}.}
\end{itemize}}
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 ony oth
er sted and cumis with chargis; cunnagis,
lad mannagis289 and of th
ee schipmen. And thai290 cum apon the cost of Bertane, it aw
to be apon the schipmen quhil thai be passyt the dangeris. And thai of Normondy
and Ingland, it aw to be apon 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 (vit 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
290 and of ... thai ] and the schipmen v2 (ext Lp: and the schip).
291 Scotlande ] of Scotland v2.
292 Gernasay | Gernessa and Jermay 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 thrishe out of the schip. And the thother [sic] perfis 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 alswell 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 the schip aw to be honowryt befor hys servandys. And gif one of thaim297 be rebelland agaynys hym, he aw to put hym owte of the schyp. And gif the tuthyr man perofferys amendys to the mayster wyth sycht298 of hys falowes, he sal be herde299 and tane. And gif the mayster be hawtan300 that he wyl take nane amendys of hym, he may folow the schyp for to hafe301 hys hyre als wele as he war thar in. And gif the mayster war nocht swa gude schypman302 as he wende he war thar in, and oucht cum to303 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 maistyr (*ex B*: Of rebellion agayne the maistyr; *Lp*: om).
296 the ] and *Lp*, *A3*, *H*, *A4*, *C1*, *A5*, *Mu*.
297 thaim ] his servandis *Lp*.
298 sycht ] with sycht be sycht *C1*.
299 herde ] had *Lp*, *A3*, *H*, *C1*, *A5*, *Mu*.
300 hawtan ] outtane *A3*, *H*, *A4*, *C1*, *A5*, *Mu*, *La*.
301 he may ] for ] be ony falowe the schip man *Lp*.
302 to hafe ] *om* *Lp*, *A3*, *H*, *A4*, *C1*, *A5*, *Mu*, *La*.
303 schypman ] *om* *Lp*.
304 oucht cum to ] cum *Lp*.
Geyff that contak be mayd a mangis schipmen, the master aw to be [honouryt] befor thaim. And geyff ony of thaim rebell aganys hym, he aw to command thris out [of] 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 alsveyll 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 cunnys to the schip or to the gudis that ar in the schip, he is haldin to tha skathis 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.

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 contak | 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 festnyng\(^{316}\) and he brekys oute of\(^{317}\) 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 betwix the twa schyppis. And of the wynys\(^{320}\) that ar in the twa schippis, the skath aw to be partyt\(^{321}\) betwix the marchandis.\(^{322}\) And the mayer of the schyp\(^{323}\) 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 hym\(^{327}\) gladly in the gate of a bettyr for to hope to hafe\(^{328}\) 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 cumyn 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 fraud ande 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”.

Miscellany Eight.indd 45 31/08/2020 10:34
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 litil335 watter. And gif a schip lys our ner ane other, the master aw to say to the tother schipman,336 lordis, ger337 raisis wp your anker, for it lys 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 by334 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 havyn haffand na vatter). Krieger, pp. 137–8; Ward, pp. 200–1; Copiar, p. 137.
332 ij] tua or ma v3.
334 and thai haf] haffand v3.
335 litil] na v3: I.
337 lordis ger] falows v2 gaysis and v3.
338 lys 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 outyn buy v2 (exc I, A3, H, A4, La: brokin boy; A5: brokin; C1: brokin withoutin boy) wythoutyn buy v3.
342 ar haldin … it] that is sa layd bayr ar adettyt 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)

Schipmen\(^{344}\) on the cost of Bartanne aw till have\(^{345}\) bot anys kychin on the day, for quhy\(^{346}\) thai have bayth\(^{347}\) drynk out and in. And thai of Normanday sall have tua maneris\(^{348}\) of kychingis, for quhy\(^{349}\) thai have na drynk bot vatter.\(^{350}\) And quhen thai cum to land quhar the vynis growys, than sall the master geyff 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 wattr 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 Burdyouss\(^{353}\) or to sum uther place\(^{354}\) and is delyverit. The master aw to say till his falouss, lordis fraughtis, [in]\(^{355}\) your portage or yhe [sic] tyne of the fraught of the schip, and thai aw to say, sa sall be.\(^{356}\) And geyff thai tyne of the fraught of the schip, \(^{357}\) sic fraught as the schip sall have, sic sall thai have. And gyff thai fraught the schip thaim selff, thai aght to fraught in sic maner at the schip mak na duellyng. And geyff it be sa at thai na\(^{358}\) fraught fynd, the master is noght to blame. Ilk yongman aw to tell\(^{359}\) his master quhat maner of veght he sall tak in for his portag. And geyff he vill lat in a twn of vatter, he may, and geyff at casting\(^{360}\) cummys, it sall stand for a twn 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 ] or 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 acht to say v2: H; the fraught 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.
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)
A schyp cummys in fast wyth his charge; the schipmen wald hafe thair hyrys. And gyf thar be ony that has na bed na kyst in the schyp, the mayster may halde of his hyre, for gyf he yhede away, the mayster had nocht to perfornys his wage.

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 perfornys 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.
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 perfornys ] perfornys of v2 (exc B).
371 wage ] add with all v1.
ARTICLE 20

(B, art. 7)\(^{372}\)

A mayster of a schip hyris his\(^{373}\) men in a toune that the schyp is of, and sum of his men be marwyt\(^{374}\) wyth the chepmen\(^{375}\) and\(^{376}\) wyth the mayster, and uthyr sum has nocht in hand.\(^{377}\) And thai be at thair awyn recept\(^{378}\) and thai se at thair may nocht get thair fraucht, and thai pas tyl ane uthyr recept wyth thair charge, the mayster is\(^{379}\) haldyn for to engrose thair hyrys and als fer\(^{380}\) as thai pas ferrar then the recep, syth besyth,\(^{381}\) body thrw body,\(^{382}\) als fer as thai war hyryt.\(^{383}\) And gyf ony chance\(^ {384}\) cummys to the mayster\(^{385}\) bot gude,\(^{386}\) thair gude thair Ma\(^{387}\) that ilk 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 “vewe 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 hyrit of the toun that the schip is of (exc A2: Off a master hirand men in sted qhar 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 sal be consideryt v3.
383 hyryt | hurt v1.
384 chance | charge v2: 1, 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 tarying 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. A later text tradition used the more accurate “kenning be kenning and course be course”. An addition “but ony delay or tarying” at the end of v3 specifies that the ship should be returned without delay.

**ARTICLE 21**

(B, art. 8)

And it befal that a schip is at Burdews 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 tayled wyth in burde. And brede sal he hafe als mykyl as he may gudely ete at anys, bot drynk aw he nane to bere oute of the schyp. And gyf the mayster sendis eftyr drynk to the schyp, he aw nocht to dwel lang for to tyne the owre of the schyp. And gyf he cummys nocht redyly, and gyf the mayster tynys the owre, it war skath and an sal he pay the skathis.

(A2, art. 18)

Geyff it befall a schip is at Burdyous or ony vther sted, the schip has sic kyching furth as is ussit in a schip, the schipmen aw noght to beyr furth out of the schip ony kychin, nor yit drynk. Bot bred he mey bere furth alls mekill as he may ette at anys. And geyff the master sendis efter drynk to the schip, he sall noght duell for to tyne the honour 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.
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 ] schipmen A3, H, A4, C1, A5, Mu.
400 is ussit in schip is ] as otheris is in a schippe C2 use is in schip I that 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”. 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)

A mayster lattys his schyp to hyr tyl a man, and he makys hym conand to lade hym be in a certan day. And the man haldis nocht the conand at he made, and the mayster haldis thar the schip and thar the schipmen xv days or mar, and he tyne his fraucht thrw thar at hyryt his schyp, he is haldyn to pay thaim thair skaith.

And that is for to wyt that the schypmen sal hafe the ferde part and thar the mayster thre partys, and that is for 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 skaithis ] fraucht and skaith A5.
408 for ] add to say for Lp.
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 noght and the schip abydis ther xv days or mar, and the master tynis his fraght throu the schipman and the merchandis tyrnallyt, the schipman aw to pay the master his skathis, and alsua to the schipmen ther fraghtyt hyir, be colmon law.

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.

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 tyrnallyt” 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)

A marchand frauchtys a schyp wyth his charge til his recept and thai lay thair schyp redy in th’ see; he passis furth tyl ane uthyr havyn and lyis thar. And case fallys th’ e mayster wantis sylver, he may send hame eftyr it, bot th’ ar for sal he nocht tyne hys tyme and he hafe weddyr befor hym. And gyf he lettys or bydys, he sal pay th’ skath. And gyf hym fayles stuf, he may sel th’ 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 fraughtyt | fraucht skaythis A3, H, C1, Mu fraucht and skaithis A4, La.
412 fraughtyt | skaith A3, H, A4, C1, A5, Mu, La.
413 be colmon law | om C2, Ma, L.
414 See Copiar, p. 140 n. 36, with regard to earlier regulations dividing this up fifty-fifty.
415 tit The maister vantsis 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.
wyt. And qwhen the schip is cummyn to recept, than the mayster is haldyn to pay his schipmen for the gude that he sauld, als mykyil as thai sel the makis for. Bot he sal hafe the frauchte.

(A2, art. 20)\textsuperscript{416}

A merchand\textsuperscript{417} fragtis his schip wyt his chargis till his\textsuperscript{418} resset. Thai laye the schip redy to the see and he passis furth\textsuperscript{419} till another hawin. And the master faylyhe\textsuperscript{420} siluer, he may sell of\textsuperscript{421} the schipmennys vynys and pay thaim therfor as thai sell the layff. Bot never the less\textsuperscript{422} he aw to have of it his fraght, in cass that he sell it.\textsuperscript{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.\textsuperscript{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.

\textsuperscript{416} A3, H, A4, C1, La, Mu, art. 19, A5, art. 14; tit Off a merchand fraghtand a schip.  
\textsuperscript{417} A merchand [ merchandis A3, H, A4, C1, A5, Mu, La.  
\textsuperscript{418} wyt … his ] thaj mak Ma.  
\textsuperscript{419} and he passis furth ] thaj leid the schip Ma.  
\textsuperscript{420} faylyhe ] misteris Ma, I.  
\textsuperscript{421} of ] om C1, C2.  
\textsuperscript{422} never the less ] om C2, Ma, I.  
\textsuperscript{423} aw to have … it ] sall have his fraucht thar of C2, Ma, I.  
\textsuperscript{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

(A, 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 cummyn in fast and thar he strykys the schip. The maystry is haldyn to luke qwhar he wyl ly, and he aw\(^{426}\) for to luke at the segy be ewin, that the schyp tak na skath; the maystry is haldyn to mak the recepte gude. And nathyng to be set apon the ladysmen, for the ladysman\(^{428}\) has nocht to do mare qwhen the schip is in festnys,\(^{429}\) qwhar the charge is on the maystry and the schypmen.

(A2, art. 21)\(^{430}\)

A yung man mayd ladisman of a schip and bryngis hyr to the place quhar scho suld be delyuerit and ther strykis the schip. The master\(^{432}\) is haldin to luk quhar he vill\(^{434}\) ly, and he aw to se\(^{435}\) at the segy 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 noght 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 and\(^{437}\) 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: “als 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.