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Tra lingua e diritto

Le leggi irlandesi antiche sono contemporaneamente un oceano ed un labirinto, un oceano per l'ampiezza del materiale a noi giunto, ed un labirinto per le sottigliezze causidiche che ne riempiono la trama: per questi motivi il lavoro di A. Ariano è meritorio, pur con la necessaria limitazione cronologica delle leggi prese in esame. Ognuno potrà valutarne i meriti secondo i personali interessi e punti di vista; io mi limito a qualche osservazione su alcuni fatti di prospettiva culturale.

È difficile dire cosa sia il diritto se prima non si chiarisce il contesto nel quale tale nozione è inserita: com'è ovvio, il *nostro* concetto di diritto è inapplicabile a realtà culturali diverse dalla nostra. Una prima constatazione riguarda la frequentissima equivalenza tra il concetto di diritto e quello di tradizione, norma consuetudinaria. Ad esempio nella lingua dei Bawlé (Costa d'Avorio) la parola *mlà* vale appunto «tradizione, cultura tradizionale» e «norma consuetudinaria», ma altresí «legge (in senso moderno); decisione vincolante assunta dal capovillaggio e dal consiglio degli anziani». Nominalmente *mlà* è insieme immutabile, a tutti noto e che non si discute, ed al quale bisogna conformarsi per un corretto inserimento nella società. In questo senso *mlà* è la condizione del normale funzionamento della società. Come si è detto, può essere una decisione nuova, assunta da chi ha l'autorità per farlo, e tuttavia la sua è una novità relativa, poiché la nuova *mlà* è sempre concepita con riferimento a quella recepita.

Se il riferimento etnografico dovesse spiacere, è possibile rinviare alla realtà indiana vedica: dharma, la norma, la legge, è contemporaneamente la tradizione, tant'è vero che nei manuali di scienza 'giuridica' vengono trattati comunemente problematiche sociali (ad esempio i saluti). La piú antica dharmasaµhitå è la celebre Manusm®ti, la quale già nel suo nome, oltreché nel contenuto, richiama la tradizione: sm®ti è quanto è stato tramandato oralmente e si è fissato nella memoria, ma a differenza della ßruti, non è pensata come patrimonio sacro, rivelato agli antichi poeti veggenti e tramandato dai brahmani; conseguentemente alla sm®ti pertengono anche le norme per i rituali domestici e solenni, i grandi cicli epici ed i racconti.

Il sapere giuridico nelle società di piccole dimensioni, caratterizzate in parte[1] da una trasmissione orale dell'enciclopedia, è null'altro che il comune sapere presupposto dal corretto adattamento ai rapporti sociali esistenti: in sé, dunque,

1 Si vedrà subito il perché di tale limitazione.

non ha alcuna autonomia; esso è una "pratica" nel senso proposto per questo termine da P. Bourdieu.

Mi si potrebbe obiettare che corro il rischio di una mera disputa nominalistica, poiché anche il *nostro* diritto è di fatto normativa di fatti e rapporti sociali, e tuttavia insisto nella distinzione. Una pratica ha caratteristiche che le sono proprie: non è appresa sulla base di istruzioni verbalizzate, ma perlopiú tramite partecipazione, il che comporta una bassa consapevolezza esplicita, dotata di precisa forma linguistica. Ciò fa sí che il diritto non abbia un esteso vocabolario che lo inquadri e lo delimiti. Il ricorso alla 'tradizione' si basa dunque su un sapere diffuso basato su fattispecie, non su nozioni per le quali soccorrano definizioni linguistiche. Per servirci di un esempio concreto, il Greco d'età 'omerica' sapeva bene che ogni persona libera aveva un 'valore' in base al quale era *pro tempore* inserita nella società (*timé*), il quale valore si traduceva in un 'prezzo del sangue' (*poiné*) che l'offensore doveva versare per risarcire – quando possibile – il suo misfatto; tuttavia nessuno ragionevolmente avrebbe potuto precisare ulteriormente il tema né fornire casistiche esemplari, quanto meno perché in quella società, come in molte altre società di genti di lingua e cultura indoeuropea, lo *status* sociale era mobile e dinamico.

Ma se la 'pratica' è appunto tale e si iscrive in società che non conoscono la centralizzazione del potere (ed è il caso dell'Irlanda pre-Cristiana), gli stessi strumenti euristici per giudicare il giusto e l'ingiusto sono parte di una competenza diffusa; non stupisce, insomma, che in molti casi sia ad esempio il proverbio a fornire uno strumento centrale di giudizio.

Da quanto con estrema concisione ho qui detto, è facile capire che il momento determinante di passaggio a forme progressivamente diverse di diritto è quello dell'alfabetizzazione. La scrittura è una tecnica che inevitabilmente, in tempi piú o meno lunghi, porta ad un diverso rapporto con la tradizione e spinge ad un ruolo sempre maggiore della verbalizzazione, della lingua. Si tratta di un processo che può avere tempi diversi, e basti dire che ad esempio nella fortemente centralizzata cultura egiziana, nella quale per millenni è esistita una centralizzazione del potere, il concetto di 'legge' (*hp*) ha conservato sino in epoca tarda caratteri di fattispecie di casi ovvero di decisioni vincolanti (wDj, letter. «ordine») assunte dal Faraone.

Il caso iralndese antico è interessante da molti punti di vista: in queste società con potere diffuso, esisteva un sapere sociale condiviso che imponeva la mediazione tra i conflitti dei singoli gruppi. Poteva trattarsi del druido, quando la fattispecie toccava la correttezza sociale che aveva connessioni con il sacro, o il re, ma – almeno cosí mi pare di dover dire – le loro sentenze erano forti non perché emanavano da un potere forte, bensí perché nessuno poteva permettersi di andare contro il vero, possente giudice, ossia l'opinione pubblica, che non

avrebbe in alcun caso tollerato il rifiuto da parte di una delle parti di una *mediazione* autorevole.

Si è spesso ricordato, talvolta in termini alquanto coloriti e poetici, la vasta conoscenza giuridica mnemonica dei druidi garantitaci dalle fonti classiche, ma ci possono essere pochi dubbi sul fatto che gli aforismi che i custodi della tradizione dovevano mandare a memoria erano molto simili ai proverbi africani, nutriti di fattispecie desunte dalla storia orale.

Le leggi irlandesi per come giungono a noi sono ormai opera di una cultura dello scritto, minoritaria sin che si vuole e ancora aderente nello spirito ai presupposti tradizionali (e, giustamente, l'*Audacht Morainn* è un testo 'giuridico'), ma ormai la nuova temperie cognitiva impone adeguamenti strutturali e rifacimenti.

Il lavoro di A. Ariano ci aiuta a cogliere questa faticosa storia in uno dei suoi aspetti piú ambigui ed interessanti, la costituzione di un lessico e di un sapere definitorio.

Franco Crevatin

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Acronyms and Abbreviations

Aimser Chue	D.A. Binchy, *Aimser Chue*, in "Féilsgríbhinn Eóin Mhic Neill", J. Ryan, Dublin, 1940, pp. 18-22.
AL	*Hiberniae leges et institutiones antiquae, or Ancient Laws and Institutes of Ireland*, i-vi, Dublin, 1865-1901.
AM	F. Kelly, *Audacht Morainn*, Dublin Institute for Advanced Studies, Dublin, 1976.
BB	*Bechbretha* (*Senchas Már* 2)(CIH 444.12-457.10); edited and translated by F. Kelly, T.M. Charles Edwards, *Bechbretha: an Old Irish Law-tract on Bee-keeping*, Early Irish Law Series, vol. i, Dublin Institute for Advanced Studies, Dublin, 1983.
BC	*Bretha Crólige* (*Senchas Már* 3)(CIH 2286.24-2305.3) edited and translated by D.A. Binchy, *Bretha Crólige*, in "Ériu" xii (1938), Dublin, pp. 1-77.
BDC	*Bretha Déin Chécht* (*Senchas Már* 3)(CIH 2305.4-2316.39) edited and translated by D.A. Binchy, *Bretha Déin Chécht*, in "Ériu" xx (1966), Dublin, pp. 1-65.
Berrad Airechta	*Berrad Airechta* (CIH 591.8-599.38) partially edited and translated by R. Thurneysen, in *Bürgschaft im Irischen Recht*, in "Abhandlungen der Akademie der Wissenschaften" (Jahrgang 1928), Phil-hist. Klasse Nr. 2, Berlin, pp. 7-32.
Bretha im Gata	*Bretha im Gata* (CIH 477.31-479.22) edited and translated by V. Hull, *Bretha im Gatta*, in "Zeitschrift für celtische Philologie" xxv (1956), Halle, Tübingen, pp. 211-25.
Bürgschaft	R. Thurneysen, *Bürgschaft im Irischen Recht*, in "Abhandlungen der Akademie der Wissenschaften" (Jahrgang 1928), Phil-hist. Klasse Nr. 2, Berlin, pp. 7-87.
CA	*Cáin Adomnáin* edited and translated by K. Meyer, *Cáin Adomnáin*: An Old-Irish treatise on the law of Adamnan, *Anecdota Oxoniensia*, Mediaeval and Modern Series, vol. xii, Clarendon Press, Oxford, 1905.

Cáin Aicillne	*Cáin Aicillne* (CIH 479.23-502.6, 1778.34-1804.11) edited and translated by R. Thurneysen, in *Aus dem Irischen Recht i*, in "Zeitschrift für celtische Philologie" xiv (1923), Halle, Tübingen, pp. 338-94.
Cáin ᵹóerraith	*Cáin ᵹóerraith* (CIH 1770.15-1778.33) edited and translated by R. Thurneysen, *Aus dem Irischen Recht ii*, in "Zeitschrift für celtische Philologie" xv (1925), Halle, Tübingen, pp. 239-53.
CASK	D.A. Binchy, *Celtic and Anglo-Saxon Kingship*, in "O'Donnell Lectures" for 1967-68, Oxford University Press, Oxford, 1970.
CCCG	H. Lewis and H. Pedersen, *A Concise Comparative Celtic Grammar*, Vandenhoek & Ruprecht, Göttingen, 1937.
CCF	*Cóic Conara Fugill*, Rec R (CIH 2200-2203), E (CIH 1280.1-1282.23), U (CIH 2257.12-2261.17), H (CIH 1027.21-1041.38) edited and translated by R. Thurneysen, *Cóic Conara Fugill*, in "Abhandlungen der Akademie der Wissenschaften" (Jahrgang 1926), Phil-hist. Klasse Nr. 7, Berlin, cf "Zeitschrift für celtische Philologie" xix (1933), Halle, Tübingen, pp. 165-73.
Celtic Law	R. Thurneysen, *Das keltische Recht*, in "Zeitschrift der Savigny-Stiftung für Rechtgeschichte" lv (1935), pp. 81-104, tr. *Celtic Law*, in "Celtic Law Papers: Introductory to Welsh Medieval Law and Government", Éditions de la Librairie Encyclopédique, Bruxelles, 1973, pp. 49-70.
Celtic Suretyship	D.A. Binchy, *Celtic Suretyship, a Fossilized Indo-European Institution?*, in "Indo-European and Indo-Europeans" Cardona, Hönigswald and Senn, Philadelphia, 1970, pp. 355-67.
Celtica	"Celtica" Dublin Institute for Advanced Studies, Dublin, 1946-.
CIH	D.A. Binchy, *Corpus Iuris Hibernici: ad fidem codicum manuscriptorum recognovit*, Dublin Institute for Advanced Studies, Dublin, 1978.
CL	*Cáin Lánamna* (*Senchas Már* 1) (CIH 502.29-519.35), edited and translated by R. Thurneysen, *Cáin Lánamna*, in "Studies in Early Irish Law", Royal Irish Academy, Dublin, 1936, pp. 1-75.

CMCS	"Cambridge Medieval Celtic Studies", University of Cambridge, Cambridge, 1981-.
Coibnes Uisci Thairidne	*Coibnes Uisci Thairidne* (CIH 457.11-462.18) edited and translated by D.A. Binchy, *Coibnes Uisci Thairidne*, in "Ériu" xvii (1955), Dublin, pp. 52-85.
Contract	N. McLeod, *Early Irish Contract Law*, Sydney Series in Celtic studies, vol. i, Center for Celtic Studies, University of Sidney, 1992.
Córus fíadnuise	*Córus fíadnuise* (CIH 596.3-597.3) edited and translated by R. Thurneysen, in *Bürgschaft im Irischen Recht*, in "Abhandlungen der Akademie der Wissenschaften" (Jahrgang 1928), Phil-hist. Klasse Nr. 2, Berlin, pp. 7-87 and translated into English by R. Stacey, *Lawyers and Laymen: studies in the history of law presented to professor Dafydd Jenkins on his seventy-fifth birthday*, *Gwyl Ddewi 1986*, University of Wales Press, Cardiff, 1986, pp. 219-21.
Do Drúthaib	*Do Drúthaib ⊂ Meraib ⊂ Dásachtaib* (CIH 1276.18-1277.13) edited and translated by R. Smith, *The Advice of Doidin*, in "Ériu" xi (1932), Dublin, pp. 66-85.
DIL	*Dictionary of the Irish Language*, Royal Irish Academy, Dublin 1983 (compact edition).
Díre-text	*Díre*-text (CIH 922.12-923.17; 436.33-444.11) edited and translated by R. Thurneysen, in *Irisches Recht*, in "Abhandlungen der Preußischen Akademie der Wissenschaften" (Jahrgang 1931), Phil.-hist. Klasse Nr. 2, Berlin, 1931, pp. 1-37.
Early Irish Society	D.A. Binchy, *Early Irish Society*, Dillon, Dublin, 1954
ÉC	"Études celtiques", Paris, 1936-.
ÉDC	H. D'Arbois de Jubainville, *Études sur le droit celtique*, voll. i-ii, Thorin et fils, Paris, 1895.
Éigse	"Éigse: A Journal of Irish Studies", National University of Ireland, Dublin, 1939-.
Ériu	"Ériu", Royal Irish Academy, 1904-.
GC	*Gúbretha Caratniad* (CIH 2192-9)(ZCP xv 302-70) edited and translated by R. Thurneysen, *Aus dem Irischen Recht iii*, in "Zeitschrift für celtische Philologie" xv (1925), Halle, Tübingen, pp. 302-70.

GEIL	F. Kelly, *A Guide to Early Irish Law*, Early Irish Law Series, vol. iii, Dublin Institute for Advanced Studies, Dublin, 1988.
GOI	R. Thurneysen, *Handbuch des Alt-irischen: Grammatik*, Winter, Heidelberg, 1909, tr. D.A. Binchy and O. Bergin, *A Grammar of Old Irish*, Dublin Institute for Advanced Studies, Dublin, 1946.
Heptad	Old Irish Legal Heptads (*Senchas Már* 2)(CIH 1.1-64.5; 537.16-549.18; 1821.28-1854.36; 1881.9-1896.22).
IEIE	*Indo-European and Indo-Europeans: papers presented at the 3rd Indo-European Conference at the University of Pennsylvania*, University of Pennsylvania, Philadelphia, 1970.
IR	R. Thurneysen, *Irisches Recht*, in "Abhandlungen der Preußischen Akademie der Wissenschaften" (Jahrgang 1931), Phil.-hist. Klasse Nr. 2, Berlin, 1931.
Irish Kings	F.J. Byrne, *Irish Kings and High Kings*, Batsford, London, 1973.
JCS	Journal of Celtic Studies, Temple University, Baltimore, 1949-59.
Kinship	T.M. Charles-Edwards, *Early Irish and Welsh Kinship*, Clarendon Press, Oxford, 1993.
Kinship poem	Kinship poem (CIH 215.15-217.23) edited and translated by M. Dillon, *Relationship and the Law of Inheritance*, in "Studies in Early Irish Law", Royal Irish Academy, Dublin, 1936, pp. 135-59.
Lawyers and Laymen	T.M. Charles-Edwards, M. Owen and D. Walters, *Lawyers and Laymen: studies in the history of law presented to professor Dafydd Jenkins on his seventy-fifth birthday, Gwyl Ddewi 1986*, University of Wales Press, Cardiff, 1986.
LEIA	J. Vendryès, E. Bachellery, P.-Y. Lambert, "Lexique étymologique de l'irlandais ancien", Paris, Dublin, 1959-.
LL	R.I. Best, O. Bergin, M.A. O'Brien, A. O'Sullivan, *The Book of Leinster, formerly Lebar na Núachongbála*, i-vi, Dublin Institute for Advanced studies, Dublin, 1954-83.
Marriage	D.Ó Corráin, *Marriage in early Ireland*, in "Marriage in Ireland", Art Cosgrove, Dublin, 1985, pp. 5-24.

Peritia	"Peritia, Journal of the Mediaeval Academy of Ireland", Mediaeval Academy of Ireland, 1982-.
PRIA	"Proceedings of the Royal Irish Academy", Royal Irish academy, Dublin, 1837-.
RC	"Revue celtique", Paris, 1870-1934.
SEIL	R. Thurneysen, N. Power, M. Dillon, K. Mulchrone, D.A. Binchy, A. Knoch, J. Ryan, *Studies in Early Irish Law*, Royal Irish Academy, Dublin, 1936.
Slán n-aitire cairde	*Slán n-aitire cairde* (CIH 574.18-30, 892.39-893.10) edited and translated by R. Thurneysen, in *Bürgschaft im Irischen Recht*, in "Abhandlungen der Akademie der Wissenschaften" (Jahrgang 1928), Phil-hist. Klasse Nr. 2, Berlin, pp. 32-3.
Stud. Celt.	"Studia Celtica", Board of Celtic Studies of the University of Wales, Cardiff, 1994-.
Stud. Hib.	"Studia Hibernica", á fhoilsiú ag Coláiste Phádraig, Dublin, 1961-.
TC	K. Meyer, *Tecosca Cormaic, the instructions of King Cormac Mac Airt*, Todd Lecture Series xv, Royal Irish Academy, Dublin, 1909.
Thes.	Thesaurus Palaeohibernicus*: A collection of Old-Irish glosses, scholia, prose and verse*, Stokes and Strachan, Cambridge, 1901-3.
Triad	K. Meyer, *Trecheng Breth Féne, the Triads of Ireland*, Todd Lecture Series xiii, Royal Irish Academy, Dublin, 1906.
UB	*Uraicecht Becc* (AL v 3-115)(PRIA 36 C 272-81)(CIH 563.1-570.32; 777.6-783.38) translated by E. Mac Neill, *Ancient Irish Law. The Law of Status or Franchise*, in "Proceedings of the royal Irish Academy" xxxvi (1923), Royal Irish Academy, Dublin, pp. 272-81.
UR	L. Breatnach, *Uraicecht na Ríar, The Poetic Grades in Early Irish Law*, Early Irish Law Series ii, Dublin Institute for Advanced Studies, Dublin, 1987.
Voc. Inst. Ie.	Émile Benveniste, *Le vocabulaire des institutions indo-européennes*, Éditions de minuit, Paris, 1969, voll. i-ii.
ZCP	"Zeitschrift für celtische Philologie", Halle, Tübingen, 1897-.

Introduction

This dictionary is the result of my studies on Old Irish legal terminology. All entries are followed by an extensive semantic discussion, the sources from which information was gathered, the main passages from *Corpus Iuris Hibernici* on that subject and a reference bibliography.

During my research I particularly concentrated on pre-Christian legal terminology. Identifying the various legal concepts of that period among all law texts written in Ireland until the 16th-17th centuries has been somewhat difficult. The progressive accumulation of documents made the Irish legal corpus a real maze of rules, through which only few experts could find their way, and there is in fact still some uncertainty about whether all those laws were manageable in practice or whether they provided an answer to real needs. Drawing a distinction between the most ancient basis and later innovations is not easy. In order to avoid arbitrary decisions, I merely followed the principle according to which if A implies B and B does not imply A, then A precedes B. While delving thus into old Irish law, I tried to make what probably are the basic elements of pre-Christian law more accessible.

In order to reach my goal I relied exclusively on the analysis of the oldest Irish legal texts. Until the 6th century, however, the legal tradition was merely oral, and Christianity had already started spreading the previous century. Important changes were therefore brought to bear on both religion and culture, which in turn lead to some alteration of the legal corpus. Except for *Gúbretha Caratniad*, which was found in an early 12th century manuscript, most legal manuscripts date back to the 14th-16th centuries, even though linguistic evidence shows that many of these had originally been written in the 7th-8th centuries (Kelly 1988: 225).

At the outset of my research I was particularly helped by the studies of the greatest experts on this subject, like Rudolph Thurneysen and Fergus Kelly, and I also tried to follow the example of Indo-European experts like Émile Benveniste. The work of Daniel A. Binchy has been of capital importance throughout my research as he is one of the few experts who did not confine himself to just collecting and emending legal texts, but also tried to compare Old Irish with other Indo-European languages and cultures.

Studying Old Irish law is extremely important to study comparative Celtic law, one of the main sources of which is of course '*De bello gallico'* . Through the comparison of the Irish culture with other Indo-European cultures it emerges that the basis of Celtic society is extremely old, and it does indeed represent a key element to outline a segment of Indo-European protohistory.

Old Irish Society

Private Life

The study of any society, be it modern or old, is necessarily based on the study of kinship. Interesting results can often be achieved by analysing the vocabulary used to describe different family ties within this primary social group. In Old Irish, for example, as in many other Indo-European languages, there are two pairs of terms used for parents: *athair* and *mathair*, *aite* and *muimme*. The first pair usually referred to natural parents, the second to foster-parents (Benveniste 1969: I, 209-12).

This also implies that children were sent away from home at an early stage to be fostered (Kelly 1988: 86). Fosterage was a quite common practice: children were thus provided with a stricter upbringing and with companionship other than that of their siblings (Kelly 1988: 90). Fosterage was occasionally provided by relatives, but most of the times the natural and the foster family were not related. Strong bonds of affection could thus be established also between people of different kin-groups (Ní Dhonnchadha 1986: 189-190). However, it cannot be excluded that sending sons of different marriages away from home could avoid, or at least postpone, rivalries and jealousies between a man's heirs (Kerlouegan 1968-69: 110-111). The foster-children's individual education varied even when they were brought up by the same family, for this depended on their natural father's social position, not on their foster-father's rank. In fact, it is likely that foster-parent were often of lower rank than that of their foster-children's natural parents (Kelly 1988: 90) Children under fourteen had no independent legal capacity. They totally depended on their legal tutor, who could be their natural father, their foster-father or, in case both were missing, the head of their kin.

The family concept was extremely important in the Irish society. The word *fine* referred to a group of people of common descendent through male line. Within the *fine* various subdivisions existed that involved a varying number of members. At the time of the first manuscripts the lineage segment to which legal texts referred more often (*derbḟine*) consisted of four generations (Kelly 1988: 12), but later manuscripts tended to consider a narrower family unit (Binchy 1973: 42). It can therefore be inferred that Irish people originally considered '*family*' a lineage segment of five (*íarfine*) or even six (*indḟine*) generations. Further evidence of the strong bonds that tied those who belonged to the same *fine* is provided by the word used to refer to its members: *bráthair*, brother, in

the wider sense of a man descending from a common ancestor (Benveniste 1969: I, 213-214). The members of a same *fine* were legally responsible for each other, and the mutual obligations of its members were proportional to their degree of kinship (DIL:*fine*). In case of need, a man could have nonetheless appealed to his most distant relatives as if they had been closer members of the family (Byrne 1971: 145). The fact that the most important property, i.e. land, belonged to the *fine as a whole* and not to any single member clearly demonstrates that the real unit was the family group, not the individual. When an adult member passed away his share of kin-land did not automatically pass to his sons, but was divided among all remaining members. Only the property acquired through the man's skills could be considered his own. At the head of every lineage segment there was an *ágae fine*, chosen as public representative of his kin on the basis of his superior wealth, rank and common sense (Kelly 1988: 14). The *ágae fine* represented his kinsmen in front of strangers and was legally responsible for all dependent members left without any other tutor. The Indo-European family organisation was strictly patriarchal (Binchy 1936: 207), and all women, either married or unmarried, had no rights other than those of the sons *in potestate patris* (Binchy 1936: 209). Indeed, every woman as a young girl depended on her father, and eventually on her husband or on her sons, if she had any, or again on her family if she still lived within it (Binchy 1936: 181). Her status depended directly from her tutor's status. Without his prior consent she could not stipulate a valid contract. Any crime committed against a woman was regarded as a crime against her superior and, as a consequence, the culprit had to pay him his honour-price or a proportion thereof (Kelly 1988: 79).

Marriages were usually arranged by the families of the couple. In order to get married a man had to give a fair bride-price to the girl's tutor and it is unlikely that a young man could face such costs without his father's consent. The existence of a union of abduction, a practice that was common also in other Indo-European cultures, hints at the fact that although both families had agreed upon entering into an alliance through the union of two of their members, the financial premises for a marriage were sometimes lacking. The obstacle was nonetheless avoided through an illegal procedure. Irish society permitted and probably even encouraged polygamy (Kelly 1988: 70), but this did not fit in with the Christian culture through which all the data available on ancient Ireland were filtered. Almost all texts highlight the presence of a *cétmuinter* (literally "chief spouse", it applied to either husband or wife, but generally referred only to the latter (Binchy 1941: 80) and was therefore usually translated as "chief wife"), and only *en passant* do they mention the presence of a second wife called *adaltrach*, adulteress. The texts frequently stress that the function of this secondary wife was to bear sons when the first one was not able to, and that her position became therefore lawful exclusively in this specific case (Power 1936:

86). *Bretha Crólige*, on the other hand, suggests that reality was very different, for unlike most texts it acknowledges a "wife per contract" (*ben hi coir lánamnusa*), a second wife and a generic "any other wife" (Kelly 1988: 70-71). It can therefore be inferred that having a first and a second wife was common practice, and also that in certain cases the number of "wives" could even be above two. It is quite obvious that the main duty of a wife other than doing the housework was to bear children, but there was no discrimination between first, second and eventually other wives. Indeed, the sons of the various wives were to have the same rights of inheritance (Kelly 1988: 70). What really distinguished a wife from the other was her social status and her position within their husband's family. The chief wife obviously held a position of prestige, and of course a second wife, who was to hold a position subordinated to that of the chief wife, could neither have the same rank nor a higher one. If the chief wife was sterile and the second could bear children, however, or if the chief wife bore only daughters and the second a son, thus ensuring the survival of the man's lineage segment, then the balance between the two women could be greatly altered. The chief wife still enjoyed the prestige of her position, but the second wife's importance (and maybe also her financial value) increased because of the importance the Irish culture attached to sons and family in general.

Within the couple all properties usually belonged to the husband, and the wife had therefore no say in how these were employed. She could have her way only as far as in typically female activities were concerned, such as food supplies, clothes and domestic animals. It sometimes happened, however, that the only living heirs (*orbae*) of a lineage segment were women. In that case one of them was given marriage to a man chosen by the *fine*, usually her closest agnatic relative (Binchy 1936: 184), and their sons were considered direct heirs of her *fine*. In this particular case the properties of the couple did not belong to the husband, but to the wife's *fine*. The husband could not therefore take decisions about them as if they were his: he depended on his wife's *fine*, and, as an alternative, on his sons. As time went by, this practice died out and was supplanted by the principle according to which if a male issue was missing, one of the daughters was entitled to inherit the family property, which had to be returned upon her death to her father's closest agnatic relative.

Public Life

In the Irish society, as in all Indo-European societies, a division based on men's free (*sóer*) or unfree (*dóer*) condition applied (Benveniste 1969: I, 321). There is a wide terminology that refers to freemen: *aire*, *Féni*, the name Irishmen gave themselves (Mac Neill 1923: 267), and also *nemed*, holy, probably because only

freemen were qualified to take part in public religious rites (Mac Neill 1923: 266).

One of the most important social classes was the priestly, or learned class, which included those who were later subclassified as druids, poets, judges and healers. It is hard to establish whether it was the term *fili* (poet) or maybe the term *druí* (druid) that subsumed the entire category, for the information available about the druids, the religious leaders of heathen Ireland, is rather scanty. At first, the various branches of knowledge (religion, poetry, history, law and medicine) were not so clearly separated and the learned class was an organic body. Indeed, even after this class split up the boundaries between their respective fields of action were blurred. It could not have been otherwise: membership of the learned class required certain forms of initiation (and I dare say that probably this is the basis for the distinction between *fili* and *bard*. Even though the latter's musical background was recognised, he could not be considered a *fili* in his own right, regardless of his noble birth), which shows that the transmission of knowledge was linked to the sacred, and the knowledge was epitomised by poetry (Watson 1981: 166). The *brithemoin* (judges) recited the laws in verse, the Irish Law was based on a tradition of 'immemorial usage' (Mac Cana 1970: 68), and the handing down of the tradition and the history of the Irish people had always been a prerogative of the poets. Also the primitive form of medicine, which in all cultures was originally a mere branch of witchcraft, lay initially in the hands of the druids (Binchy 1966: 6), and only at a later stage did healers hive off and form a separate class (*legi*). This thesis seems to be confirmed by Caesar in his account of Gaulish institutions (*De bello gallico* vi, 16).

Except for the learned class, a man's status depended on the amount of property he was able to bestow (not store away) and the kind of social role he played. The prestige of his position affected his 'social competence' (Crevatin 1982-3: 15). All freemen could accept from a richer man in exchange for certain services goods to cater for their maintenance or to improve their standard of life. This kind of relationship, called *célsine*, clientship, was the basis of the entire Irish economic system. The *flaith* / *céle* opposition was not a factor of social division: a person could be at the same time *flaith* and *céle*. Of course, a man with a position so prestigious as to have one or more clients himself could not enter clientship the same way his clients did. Consequently, it is possible to distinguish between two forms of clientship. The first, called free clientship, did not have to be necessarily sealed through normal contractual means, but rather through mutual acknowledgement (Chapman Stacey 1990: 41). The services the client owed his lord did not affect his legal personality (Binchy 1941: 80), and all freemen could therefore be client of a person of higher rank without losing their status. Free clientship allowed great freedom, because either party could

terminate it at any time without penalty. The other form of clientship was called *gíallnae* because in order to enter clientship the client had to provide a personal surety (*gíall*, hostage) to his lord (Gerriets 1987: 47). In exchange for land, livestock and other goods received from the lord, the client had to pay a food-tribute and a fixed amount of manual labour, which a noble could have never undertaken without affecting his status negatively. Within *gíallnae*, the client was bound to his lord till the latter's death. Both free and unfree clients were usually called *céli*, companions, as one of their main duties was to accompany their lord (Binchy 1941: 80) and support him on public events. This could obviously involve serious imbalances in a man's relations with his *flaith* on one hand and his *fine* on the other (Crevatin 1982-3: 20). This is why laws never fail to stress that it was preferable for a man to enter into a contract of clientship with a kinsman (Kelly 1988: 29) rather than a stranger. Since a man's social power depended mainly on his ability to keep his supporters (Gerriets 1987: 40), it is obvious that in spite of his higher position his supremacy depended largely on the fulfilment of his obligations towards his subjects. This is further confirmed by the fact that his supremacy was not so much symbolised by the tributes he received as by the formal gifts (*tabart*) he gave (Byrne 1971: 133; Crevatin 1982-3: 19).

The political and jurisdictional unit of ancient Ireland (Binchy 1941: 109) was the *túath*, which could include one or more lineage segments headed by a *rí*, who was elected among the heads of the different families. Although the office was hereditary and the king had to be chosen within his predecessor's *derbfine*, the leader had to have precise characteristics: a strong body, good health, and a sharp mind. If the chosen one did not fit in, or if he did not meet these requirements anymore, his authority could be challenged (Crevatin 1982-3: 20-21). Within his own *túath* each *rí* had the same authority, but outside it the various kings were differentiated on the basis of their reciprocal relations (McLeod 1986: 59): most kings recognised the overlordship of the king of a more powerful neighbouring *túath* by accepting his formal gifts (Kelly 1988: 5). The bond the two kings entered into was a sort of *célsine*, which resembled more a *gíallnae* than free clientship: the contract was usually sealed by hostages – they tended to be members of the king's own *fine*. Apart from paying taxes and providing military support, one of the duties of the king of the subjected *túath* was to attend the other's *óenach* (Byrne 1971: 133), which is another point in common with the *flaith* / *céle* relationship. Those who exercised overlordship over other *túatha* in addition to direct sovereignty over their own *túath* were usually called *ruirig*, great kings. It should be remarked that despite all appearances the relationship between *rí* and *ruiri* was basically *inter pares*, and even if one of them accepted to support the other the latter had no authority over the members of his *túath*. *Ruirig* could give their support to a *rí ruirech*, but

usually this form of agreement was more similar to free clientship and the *ruirig* could decide to break their bond with any given *rí ruirech* at any time. The presence of an *ardrí*, a high-king who exerted his influence on the whole island, can only be found in myths and literature, for such a fickle structure of allegiances could have never let all the power be concentrated in the hands of a single person, neither nominally nor in deeds.

It is hard to determine in detail what the duties of a *rí* were. In a small rural unit like the Irish *túath*, the king might have originally incorporated in his person all the offices necessary to a primitive society, being at once priest, war leader, judge, lawgiver (Binchy 1970: 15). This thesis seems to be confirmed by the information on hand about the ceremony of consecration of a new *rí* (Dillon 1973). Many aspects of this celebration, which can also be found in other initiation rituals, would explain why the *rí* played roles that normally were an exclusive prerogative of the druids. In the Irish society it would have been unlikely that in case of a dispute the parties would have appealed to someone else other than their most direct common superior, i.e. the *ágae fine* if they were kinsmen, the *flaith* if they were clients of the same lord, the *rí* if they were member of the same *túath* and exceptionally the *ruiri* if they came from different *túatha*. On the other hand, it seems improbable that those who had the ability, the inclination, and the determination to secure a kingship for themselves would also have had the disposition to studying and learning that was such a typical feature of the members of the priestly class. Consequently, although the *rí* was in charge of trials, it is probable that he needed the advice of another member of the learned class in order to do so competently (Gerriets 1988: 45). Much as this subject has been discussed, I do not believe the *rí* or the *brithem* should be identified with the lawgiver, because this kind of decision was up to the *airecht*, the public assembly of freemen, where through the peaceful and unanimous consent of the respective mediators the members of each *túath* brought about the changes in the social rules (Crevatin in st.). The fact that also in this case the *rí* and the *brithem* played a leading role is simply due to their higher social competence (Crevatin 1982-3: 20). However, the observance of the law was guaranteed by a system of pledges, various forms of sureties and direct seizure rather than by the direct intervention of a superior authority. The first step towards the fulfilment of a formal agreement or a contract (*cor*) was the exchange of material pledges (*gell*) as a token of the readiness of the parties to pay off their debt in case of breach of the agreement (Binchy 1941: 94). *Gell* is lexically connected with the concept of hostage (*gíall*): most formal agreements, like submitting to a *flaith* or to the king of another *túath*, were guaranteed by the exchange of hostages as a stronger form of surety for the fulfilment of the agreed obligations. Together with other forms of sureties or independently, the *naidm* stood surety for one of the parties. In the event of default of the party he

represented he had neither financial nor personal liability: he was simply to enforce the law by bringing pressure to bear on that party and, if necessary, by imprisoning him or distraining his property. This practice was nonetheless considered too degrading to be used against the upper classes. In their case the plaintiff had therefore to follow a very particular procedure: his claim had to be lain outside the other party's house, where the plaintiff had to wait and fasten (*troscud*) until his request was met or he was given a guarantee that he would be done justice soon. It is obvious that neither the *naidm* nor the fasting procedure could have had any sense at all if Irishmen had not been so attached to their honour and their word. A man's property, the name and role he had in society, everything contributed to his social competence, a value expressed by his *lóg n-enech*, the price of his face (Crevatin 1985: 71). On a person's *lóg n-enech* depended the fee he had to be paid for injury, the value of his oath, how reliable he was for the society. Breaking one's word, not behaving as it was expected of one's class, breaking the law, all this meant loss of honour. The same applied if one had a great financial loss, for it was believed that the disfavour of the gods could only be the punishment for a crime nobody knew about other than the gods themselves. (Crevatin 1982-3: 13). In all cultures, the reputation of a man does not depend on what he actually does, but on what everybody thinks he has. That was the mighty *filid*'s weapon: they could praise a man to the highest ranks of society, but with their satire they could ruin his reputation to the extent of causing his social death (Crevatin 1982-3: 22). And an exile, as any man outside the territory of his own *túath* or of the *túatha* allied with it, had no rights. Consequently, he could be killed or seized and enslaved.

Ancient Irishmen, and Celtic people in general, are famous for two main characteristics: their high sense of hospitality (*bíathad*) and their quarrelsomeness. Both are only strained interpretations. To refuse a dry bed or a warm meal to a man who had the right to ask for them was undoubtedly a serious offence (*esáin*), but this does not mean that everybody was entitled to hospitality at any time. On the contrary, in certain cases to refuse hospitality was not only lawful, but obligatory. The same bears true for their reputation of being quarrelsome. It is not true that Irishmen were not able to stay together without quarrelling. The frequent fights that broke out during the famous banquets did not depend on their short temper, but on main concern of the Irish: to uphold their honour. Even a simple activity like distributing food, assigning the so called "hero's portion" could be an opportunity to reopen the question of the whole social ladder (Crevatin 1985: 70; Crevatin in st.). Anybody could challenge a man's right to hold a certain position and try to improve his own, but he had to be ready to defend his own position, as not accepting the challenge or letting an offence to his honour go unpunished would have meant a defeat, a loss of honour. And honour, in ancient Ireland, stood for everything a man was.

Corpus

acrae *(< ad-gair)* "legal action; act of suing, prosecuting, bringing an action, urging a claim (DIL)"

Sources:
DIL [*acra(e)*]; GEIL 190

adaltrach *(< lat. adultrix)* "concubine"
In Laws frequently contrasted with *cétmuinter* (→) in sense of a secondary wife of lower status (DIL).

The adoption of the term ~ as a designation of the secondary wife may have been deliberate and was perhaps intended to disparage the women who occupied such a position, but in fact the position of the ~ could be one of honour, inferior only to that of the *cétmuinter* with whom she shared various privileges and duties (Power 1936: 85). Generally, the law-texts assign to the ~ half the status and entitlements of the chief wife (Kelly 1988: 71).

Her position had lawful sanction and was recognised both by her own family (→ *fine*) and by the *cétmuinter*. The latter continued in these circumstances to control the household, the secondary wife being subordinate to her (Power 1936: 93). The function of the ~ was to bear sons (→ *macc*) (Power 1936: 85). Her admission to the *mná dligthecha* (lawful women) depended on her having sons, unlike the *cétmuinter* who enjoyed that status whether she had sons or not (Power 1936: 86). The legal connection of a ~ with her husband (→ *fer*) was looser than that of a chief wife. Hence a ~ could choose whether she wished to be under the rule of her son, her kin or her husband. Except as regards the sale of food, clothes, cattle and sheep, her husband's contracts (→ *cor*) could not be impugned by her (Power 1936: 85). However, it is probable that the husband's right to rescind any contract made by his wife without permission was at first absolute (Binchy 1936: 224). Most texts distinguish two grades of wife: a *cétmuinter* (→) and a ~. *Bretha Crólige*, on the other hand, distinguishes three ranks of wife: a chief wife (*ben hi coir lánamnusa*), a second wife (*ben tánaise*), and any other wife (*cach ben olchena*) (Kelly 1988: 70-71). We can suppose, then, that neither *cétmuinter*, nor ~ were the originally terms for 'wife' and that the normal term *ben* was used instead.

Sources:
DIL [*adaltrach*] ii; GEIL 71, 79, 134, 135; SEIL 84-8, 90, 93, 224

Corpus Iuris Hibernici:
7.29, 8.9-10, 8.15-6, 8.18-9, 289.31, 443.21-4, 519.1-4

Related bibliography:
CL §21 (25, 35); Heptads 6, 30, 74; IR 27-8, 34 § 37 (CIH 443.21-4); SEIL 71 § 35 (CIH 519.1-4), 83-90, 94-5; ZCP xiv 375; xv 359

áer "satire"
~ could legally be used by poets (→ *fili*) to enforce claims either on their own behalf or on behalf of other persons who employed them (Binchy 1941: 69). Legitimate satire was one of the pressures which made people – particularly of high rank – obey the law (Kelly 1988: 138). Often the ~ was directed against the head of the offender's kin (→ *fine*) rather than the offender himself (Kelly 1988: 138). If the victim had really committed an offence, he was deemed to forfeit his honour-price (→ *lóg n-enech*), unless he immediately gave a pledge (→ *gell*) in token of his readiness either to discharge his liabilities or submit the case to arbitration.

To satirise a person without lawful ground was a delict which entitled the victim to recover the full amount of his honour-price as a penalty (Binchy 1941: 69). In some circumstances, however, the equivalent of a public retraction was adequate (Kelly 1988: 138). A person could be guilty of ~ even by mocking through gesture another's physical defect or peculiarity (Kelly 1988: 137). It was also an offence to satirise a person after his death. His full honour-price was paid to his kin as if he were alive (Kelly 1988: 138).

As the poet's verse could create and nurture a king (→ *rí*), his ~ could destroy him. ~ nullified the king's truth (→ *fír*) and brought about a loss of face (*enech*) which made it impossible for him to retain his position (Watson 1981: 178).

Sources:
CG [*áer*]; DIL [*áer*]; ÉC xviii (1981) 178; GEIL 49, 137-8

Corpus Iuris Hibernici
15.2, 15.6, 15.95, 29.17-31.5, 117-8, 390.4-5, 779.14, 782.3, 1100.7-8, 1111.1-11, 1122.11-2, 1122.22-4, 1123, 1134.34, 1135.36, 1229.39-41, 1268.3, 2124.23-4, 2124.26-35, 2192.20-1, 2199.23-4

Related bibliography:
CG 122 (CIH 779.14), 304-5 (CIH 782.3); Ériu xiii (1942) 13.1-13 (CIH 1111.1-11), 29.6-7 (CIH 1122.11-2), 30.33-6 (CIH 1123.22-4), 47.11 (CIH 1134.11), 48.29 (CIH 1135.36); Stud. Celt. xxv (1974) 390; Heptads 13-4 (CIH 15.2, 15.6), 33 (CIH 29.17-31.5); JCS i (1949-50) 199-226; Peritia iii (1984) 457; ZCP xv (1925) 309 § 4 (CIH 2192.20-1), 366 § 51 (CIH 2199.23-4)

aice "fosterage"
According to Breatnach, both ~ and *altramm* (→) mean fosterage, but they do not have exactly the same meaning. The only possible distinction is that ~ is supposed to have been for affection, while *altramm* for a fee. However, there is evidence of *altramm* being used of both.

Sources:
GEIL 90 [note 180]

aicill(n)e *(< ad-giall(n)a)* "base clientship"
Used of the status of a *céle* (→) who had received a fief (→ *taurchrecc*) from a lord (→ *flaith*) and had thereby entered into relation of dependence, being entitled to the lord's protection (→ *snádud*) and on the other hand bound to render him certain service (→ *frithgnam*).
Also used in concrete sense of the person in such relations to a lord (DIL).

Sources:
DIL [*aicill*(*n*)*e*]; GEIL 27 [note 60]

Corpus Iuris Hibernici:
479.23-502.6, 1778.34-1804.11

Related bibliography:
Cáin Aicillne (CIH 479.23-502.6, 1778.34-1804.11); Heptads 30, 71, 74; ZCP xiv (1923) 336, 338-94

aidbriud *(< ad-firi)* "claim"
The first thing a plaintiff had to do to initiate a law-case (→ *acrae*) was to indicate publicly that an offence (→ *cin*) had been committed. The ~ was normally done by the victim or by a relative (→ *fine*) of the victim (Kelly 1988: 190).

Sources:
GEIL 190

Related bibliography:
Ériu xx (1966) 62

aigne "law-agent, one learned in law or in the practice of law; lawyer, advocate (DIL), member of one of the law-schools whose training had reached a certain stage (Binchy 1976: 29)"
Binchy suggests that the ~ may have first made his appearance in relation to the law of distraint (→ *athgabál*), where a layman could easily fall foul of its complex procedural rules (Kelly 1988: 57). Later he progressed beyond these

relatively humble beginnings and took over the role formerly played by the *fethem* (→). By the time the tracts received their canonical form the law-school had consolidated their power, and the representation in court (→ *airecht*) was the monopoly of their members (Binchy 1976: 26).

The texts distinguish two types of professional lawyer, the ~ and the *brithem* (→). Though the texts make a clear distinction between them, it is probable that both received the same training in the law-schools.

The fairly uniform nature of early Irish law suggests that the lawyers of a *túath* (→) kept in contact with their colleagues in other *túatha*.

Sources:
Celtica x (1973) 32; xi (1976) 22-30; DIL [*aigne*]; GEIL 56-7, 185-6, 190 [note 4], 192

Corpus Iuris Hibernici:
360.13-361.6, 591.23-4, 601.26, 601.33, 2200.31-3

Related bibliography:
Bürgschaft 7 § 4 (CIH 591.23-4); CCF Rec. R § 7 (CIH 2200.31-3)

aincesc(s) "difficult case, legal problem"
Act which was not justified but was almost a necessary consequence or condition of one which was justified (DIL).

Sources:
DIL [*ainces*] (d); GEIL 192 [note 11]

aircsiu (< *ar-aicci*) "looking on"
Negligence or indifference of a spectator who suffered an illegal act to be performed in his presence, and thereby incurred liability (DIL).

Also failure to take the necessary steps to prevent an offence, most commonly cattle from trespassing on adjacent land (Binchy 1971: 165) – see also *forcsiu* (→).

Sources:
Celtica ix (1971) 165 [note 73], 167 [note 88]; DIL [*aircsiu*]; GEIL 155

Corpus Iuris Hibernici:
235.29, 1315.15-8

Related bibliography:
Ériu xii 81

aire "freeman"
In the Laws ~ was used to describe every freeman, commoner as well as noble, who possessed an independent legal status (see also *sóer* →) (Binchy 1941: 69). The free status was determined firstly by a person's attaining full legal age and then by whether or not he owned sufficient land (McLeod 1987: 77). Every ~ had an honour-price (→ *lóg n-enech*) in his own right, and could take independent legal actions. He attended the assembly (→ *airecht*) and played a part in decisions affecting the *túath* (→) (Kelly 1988: 10). Except when on military service or when attending an *óenach* (→) outside the territory, the ordinary ~ stayed within his own *túath*. Beyond its borders he normally did not have rights (Kelly 1988: 4).

bó~ "cow-freeman"

The ~ was probably so called because his basic annual rent to his lord consisted of one *bó mlicht* (→ *bó*). He possessed half a plough-team, so he could make a *comar* (→) with a neighbour of the same rank (Kelly 1988: 10). If he acquired enough wealth to support clients (→ *céle*), he attained a position between commoner and lord (*ferfothlai* → *fer*) (Kelly 1988: 12).

It seems probable that originally the ~ was the sole grade recognised by law among the freeholders (Binchy 1941:69). The entire class of commoners was often referred to after the name of the ~ (McLeod 1986: 63).

óc~ "young freeman"

Binchy does not think that ~'s inferior rank depended on his age (Binchy 1941: 102). However, while many ~ may have been quite old and have no prospects of inheriting (→ *orbae*) further land (→ *fintiu*), it is conceivable that in a fair proportion the ~ were young men (*macc béoathar* → *macc*) renting small holdings until they can supplant their fathers (→ *athair*) on the kin-land (McLeod 1987: 64). Alternatively, their kin-land had diminished or their brothers were numerous so that their share were small and they had to seek extra land elsewhere (McLeod 1987: 71). The ~ had only one quarter of a ploughing outfit, so he would have to make a *comar* (→) with three others of the same rank, probably kinsmen (→ *bráthair*) (Kelly 1988: 101). If an ~ prospered he could acquire enough land, cattle and other wealth to be ranked as a *bóaire* (Kelly 1988: 10).

Occasionally, ~ was used in the more restricted sense of noble (as opposed to commoner), which was its usual meaning in the literature (Binchy 1941: 69).

There is very compelling evidence that here were originally three grades of lords (→ *flaith*) (McLeod 1986: 62):

~ ard "high freeman"

The ~ had a public role of sanctuary from prosecution and blood-revenge (→ *dígal*) (McLeod 1987: 43)

~ *túise* "freeman of leadership"

he had a smaller power base; the *cénél*, a family consisting of a number of kin-group (→ *fine*) (McLeod 1987: 54)

~ *déso* (→ *déis*) "freeman of authority"

His status was based primarily on the number of his clients (→ *céle*) (Binchy 1941: 70). Accordingly to the interpretation of Thomas Charles-Edwards, they formed a single kin-group (→ *fine*) (McLeod 1987: 54).

A fourth grade, the *aire forgill* ("freeman of superior testimony"), came later to predominance over them (McLeod 1986: 62). It consisted largely of the members of royal or ex-royal families (*rígdamnae* → *rí*) (McLeod 1987: 53).

Sources:

CG [*aire*]; DIL [*aire*] 3; GEIL xxiii, 4, 10, 26 [note 56]; ZCP xlii (1987) 77; meaning "lord": ZCP xli (1986) 63; xlii (1987) 42-56; *bóaire*: GEIL xxiii, 10, 12; PRIA xxxvi C (1921-24) 290-3; ZCP xli (1986) 63; *ócaire*: CG [*ócaire*]; GEIL xxiii, 10, 101; PRIA xxxvi C (1921-24) 286-90; ZCP xlii (1987) 64, 71

Corpus Iuris Hibernici:

15.5-9, 203.2, 472.30, 1298.30; *bóaire*: 217.21-2, 532.8, 779.26-37; *ócaire*: 778.23-34, 917.30-1

Related Bibliography:

AL iii [general preface]; Bürgschaft 53 f.; PRIA xxxvi C (1921-24) 267-70; ZCP xx (1936) 352-5; meaning "lord": PRIA xxxvi C (1921-24) 294-300; *bóaire*: CG 153-72; SEIL 155; *ócaire*: CG 89-105 (CIH 778.23-34), pp.101

airecht "public assembly of freemen" (→ *aire*)

Its functions included the transaction of certain important legal business; hence the word was often used in the more specialised sense of 'court' (Binchy 1941: 73). It was apparently supervised by the king (→ *rí*) (Kelly 1988: 4).

Sources:

CG [*airecht*]; DIL [*airecht*] (a); GEIL 4, 192-4 [and notes]

airéirge "rising up as a mark of homage"

Entitlement of every lord (→ *flaith*). One of the most burdensome duties of the free client (→ *céle*) (Kelly 1988: 32).

Sources:

DIL [*airéirge*]; GEIL 32

Corpus Iuris Hibernici:
570.31, 1170.14-5, 1907.14, 1907.25

Related bibliography:
CG 605 (CIH 570.31); ZCP xv (1925) 240 § 2 (CIH 1770.14-5)

airer "fine"
Apparently equal in value to one seventh of a person's honour-price (→ *lóg n-enech*) except in the case of a king (→ *rí*) (DIL). When a man was illegally killed, an ~ was paid to his fosterbrother (→ *comaltae*). The ~ was payable in full only where the victim had been reared in close intimacy with his fosterbrother. Where there was not this degree of intimacy, only half the ~ was payable (Kelly 1988: 90).

Sources:
DIL [*airer*] 3; GEIL 90

Corpus Iuris Hibernici:
439.15-8

Related bibliography:
IR 15, 20 § 21 (CIH 439.15-8); ZCP xv (1925) 247

airliciud (< *ar-léici*) "loan (requiring interest?)"
Two types of loan are commonly distinguished in the law-texts and other sources: ~ and *ón* (→), but the difference between them is unclear. The more general term for 'loan', *íasacht* (→) was also commonly used in the law-texts (Kelly 1988: 117).

The law distinguished a ~ for a fixed period and an open ~. The latter could be called back at any time. If a fixed loan was not restored within the proper period, the borrower was penalised. Lending was discouraged because there was a wide range of circumstances in which a lender would find it difficult or impossible to recover his property by legal means (Kelly 1988: 118).

It was not easy to reconcile the ~ with the canon law. This suggests that ~ was felt to conflict with the church's ban on usury. However, there seems to be no other evidence to support the theory that ~ was a loan requiring interest, whereas *ón* was an interest free loan (Kelly 1988: 117-118).

Sources:
CG [*airliciud*]; DIL [*airliciud*]; GEIL 117-9

Corpus Iuris Hibernici:
43.21-44.3, 571.17-572.19

Related Bibliography:
Cáin Airlichte (CIH 571.17-572.19); Heptads 48 (CIH 43.21-44.3), 80-2 (CIH 571.26-572.19); TC § 14.29; Thes. i 700.37

airlim(m) "leaping trespass"
Used of a type of cattle trespass, perhaps temporary or involuntary trespass (DIL).

To lessen the chance of dispute, every farmer gave a fore-pledge (*tairgille* → *gell*) to his neighbours (→ *comaithches*), which became forfeit in the event of ~ (Kelly 1988: 142). However, sometimes a further penalty (→ *caithig*) was due. The general principle was the obvious one of relating the amount of compensation to the amount of damage done (Kelly 1988: 142). Naturally, a landowner could not claim for damage done by a neighbour's animals if his fences were inadequate (Kelly 1988: 142). Certain animals (like pigs) could be specially penalised (Kelly 1988: 143). However, no liability was attached to trespass by cattle in heat or frightened (Kelly 1988: 144).

Various forms of animal trespass were distinguished (→ *ruiriud*, *tairsce*).

Sources:
Celtica ix (1971) 165 [note 76]; DIL [*airlimm*]; GEIL 142-4

Corpus Iuris Hibernici:
64.6-79.12, 191.1-205.21

Related bibliography:
Bretha Comaithchesa (CIH 64.6-79.12, 191.1-205.21)

airnaidm (< *ar-naisc*) "betrothal"
The legal ~ was a particular type of betrothal (DIL), consisting of a contract (→ *cor*) sustained by sureties representing both families (Kelly 1988: 71). In certain circumstances a simple acknowledgement (→ *aititiu*) by both parties sufficed (DIL). However, marriages (→ *lánamnas*), particularly those of the more formal types, were usually arranged by the families (→ *fine*) of the couple (Kelly 1988: 71).

Sources:
DIL [*airnaidm*] (b); GEIL 71

Corpus Iuris Hibernici:
25.13-5, 47.21-2

Related bibliography:
SEIL 109

aite "fosterfather"
The ~ and *muimme* (→) stood almost in the same legal relation to their fosterling as the actual father and mother (Mulchrone 1936: 200). The ~ had to pay any fines incurred by a child (→ *macc*) while under his care. In cases where a minor's relatives were dead, the ~ could be solely responsible for him (Kelly 1988: 88).

Strong links remained between a ~ and his fostersons (→ *daltae*). If a fosterson was killed, one third of his honour-price (→ *lóg n-enech*) went to his ~, even after the completion of fosterage (→ *altramm*). If necessary, the ~ had to avenge his death (→ *cró*) (Kelly 1988: 89).

A less common Old Irish word for ~ was *datán* (Kelly 1988: 87).

It was common for children to be set away from home to be fostered (→ *altramm*) while still very young. So the intimate forms normally used of the parents, have been transferred to the fosterparents (Kelly 1988: 86).

Sources:
DIL [*aite*] 1; GEIL 86-8; SEIL 200

Corpus Iuris Hibernici:
440.8-10, 902.28-9

Related bibliography:
IR 25 § 25 (CIH 440.8-10); LEIA [*aite*]

aithech (< *aithe*, vbn. of *ad-fen*) "rent-payer"
~ was sometimes used to describe the commoner (who would normally be a client (→ *céle*) and therefore liable to rent), as opposed to the noble (→ *flaith*) or the king (→ rí) (Binchy 1941: 74). ~ is a word of comparatively infrequent occurrence in the legal language (Binchy 1941: 74).

~ fortha "substitute churl"
man of plebeian stock whom the king (→*rí*) specifically nominated to act as a kind of legal whipping-boy (Binchy 1973: 84). In the event of wrong-doing by a king, the plaintiff distrained the property of the ~ (Kelly 1988: 25).

Sources:
CG [*aithech*]; DIL [*aithech*]; GEIL 27 [note 58]; PRIA xxxvi C (1921-24) 267; ZCP xlii (1987) 72; *aithech fortha*: Celtica x (1973) 84 § 9; GEIL 25, 183

Related bibliography:
CCCG § 545; DIL [*aithech*]; *aithech fortha*: CASK 17

aithgein (< *ad-gainethar*) "restitution or compensation to the full value of that which had been lost, damaged, etc. (DIL)"
In commentaries often treated as name of some kind of mulct. Sometimes of one of the seven *cumala* (→ *cumal*) which made up the wergild (→ *éraic*), the remaining six forming the *díre* (→) (DIL).

Distinguished from *taisec* (→)

Sources:
DIL [*aithgein*] (d); GEIL 37, 152, 214

Corpus Iuris Hibernici:
388.18-26

Related bibliography:
AL vi (*aithgin*); Ériu xii (1938) 99; ZCP xiv (1923) 346; xv (1925) 356

aithne (< *ad-noí*) "deposit"
Depositing of any object of value, with another person apparently either for safekeeping or on loan (DIL). ~ was used both for the act of depositing, and of the object deposited. The regulation on ~ were similar to those which govern lending (→ *airliciud, ón*) (Kelly 1988: 120). There was no right to recover property entrusted with a person without legal responsibility (*éconn* → *conn*), with a person of high rank (*ardnemed* → *nemed*) or if property was deposited in a dangerous place.

In certain circumstances the custodian had the right of using the deposited articles (Kelly 1988: 120).

Sources:
DIL [*aithne*] 1(a); GEIL 120, 232 [+ note 19]; ZCP xlix-l (1997) 317

Corpus Iuris Hibernici:
19.3-20.26, 2108.30-2111.16

Related bibliography:
Córus Aithni (CIH 2108.30-2111.16); Heptads 19-20 (CIH 19.3-20.26), 87; Triad 157

aitire "hostage-surety"
Surety who guaranteed the performance of an obligation with his own person. He warranted the execution, not merely of public engagements (→ *cairde*), but also of some of the more important private agreements (→ *cor*) (Binchy 1941: 74). Should the principal default, the ~ had to surrender himself to the other party, who kept him in captivity (→ *cimbid*) for a definite period (Binchy 1941: 74). The ~ pledged himself by a solemn formula at the making of the contract or

treaty, and subsequent neglect or violation of his duty involved forfeiture of status and honour-price (→ *lóg n-enech*) (Binchy 1941: 75). For agreeing to take on this risk an ~ received a relatively high fee (Kelly 1988: 172).

The ~ could be ransomed during a fixed period by the principal's payment of the original debt (plus a surcharge for default). In this case the ~ was entitled to compensation, and to refund of any expenses incurred during his captivity. But if the principal had not paid by the end of the fixed period, the ~ was classed as a *cimbid*. He had, therefore, to ransom himself. The principal was then liable to pay twice the original sum to the ~ as well as refunding the ransom-price to him and paying him his honour-price (→ *lóg n-enech*).

The ~ could distrain goods to this value from the principal. However, if he went surety for various categories of legally incompetent person, he had no redress (Kelly 1988: 172-173).

cúl~ "back surety, additional surety"

~ is associated with the preposition eter (between), and means 'standing (or he who stands) between' the parties to an agreement (Binchy 1941: 74).

In the absence of a state-administered system of justice, much of the responsibility for the enforcement of contracts was borne by private individuals acting as sureties. Therefore for an important contract (→ *cor*), each party (→ *féchem*) had to find a number of sureties before it was legally valid. Three main types of surety were distinguished in early Irish law: ~, *naidm* (→) and *ráth* (→) (Kelly 1988: 167). The position of the ~ approximated closely to that of a *gíall* (→), and this form of conditional hostageship may well be an adaptation of the more archaic institution to matters of private obligation (Binchy 1941: 75).

Sources:
CG [*aitire*]; DIL [*aitire*]; GEIL 80, 157, 167, 172-6, 192-4; *cúlaitire*: GEIL 169 [note 91]

Corpus Iuris Hibernici:
29.1-5, 574.18-30, 591.8-599.38, 601.25, 777.39, 782.4

Related bibliography:
Berrad Airechta (CIH 591.8-599.38); Bürgschaft 4, 6-32 (CIH 591.8-599.38), 33, 82-3; Celtic Suretyship; Celtica xv (1983) 18; CG 52, 306 (CIH 782.4); Ériu xii (1938) 104; Heptad 31 (CIH 29.1-5); IEIE 363; Peritia v (1986) 85 § 3 (CIH 601.25); *cúlaitire*: Bürgschaft 73

aititiu "legal recognition"
Acceptance by the interested parties of the legality of a particular situation (Kelly 1988: 159).

~ on the part of persons having authority, gave validity to contracts (→ *cor*) made by those under their authority (Mac Neill 1923: 273).

Sources:
DIL [*aititiu*]; GEIL 159 [note 10]; PRIA xxxvi C (1921-24) 273

altramm "fosterage, sending of children (→ *macc*) away from home to be educated"

The arrangement to place a child in ~ was a legal contract (→ *cor*) which was regarded as being of benefit to both households, and could be bound by sureties (Kelly 1988: 88). It might be entered into by the parents, or, more strictly speaking, by the father (→ *athair*) (Mulchrone 1936: 201). A further benefit of ~ must have been to provide children with companionship other than that of their siblings. The resulting emotional bonds between fosterbrothers (→ *comaltae*) are given a monetary value in the laws (→ *airéirge*) (Kelly 1988: 90).

The law distinguished two types of ~:

1) ~ for affection, for which no fee was paid (Kelly 1988: 87). The primary function of ~ was to establish relations with people outside the kin-group (→ *fine*), it must also, on occasion, have been advantageous for relatives (→ *bráthair*) to provide ~ without fee to secure the same type of relations closer to home. Particularly in situations where the duty of providing the fee was met by the *fine* of the responsible parent, ~ may have been provided within that kin-group (Ní Dhonnchadha 1986: 189-190).
   Where one of the fosterparents took a child of a relative into his care without demanding a fee the other fosterparent had to share the responsibility of bringing up the fosterling (Mulchrone 1936: 201).
2) ~ for a fee (→ *íarraith*) (Kelly 1988: 87): at the beginning of a ~, the father (→ *athair*) of the child paid the fosterfather (→ *aite*) a fee (Kelly 1988: 117). Apart from the financial gain, the fosterfather must have benefited from the forging of links with the fosterson's (→ *daltae*) kin (→ *fine*), and could hope for assistance in times of trouble (Kelly 1988: 90).

The fosterparents were required to maintain and educate their fosterchild according to his or her rank (Kelly 1988: 87). They undertook for the period of the ~ responsibility for the liabilities of the fosterchild and for injury done to him while under their care (Mulchrone 1936: 188).

It is not clear if fosterage normally ended at fourteen or seventeen (Kelly 1988: 90). At the conclusion of the ~ the fosterfather gave a *sét gertha* (→ *sét*) to his fosterson (Kelly 1988: 89), in expectation of his filial service (→ *goire*) in the future (Kerlouegan 1968-69: 113). All freeman (→ *aire*) could send their children away from home to be fostered. However, it is likely that ~ was more current with nobles (→ *flaith*). It was most among nobles that the presence of several sons (→ *macc*), often by different marriages (→ *lánamnas*), caused

rivalries and jealousies which ~ could avoid (Kerlouegan 1968-69: 110-111). Some literary references suggest that the fosterfather (→ *aite*) was often of lower rank than the father of his fosterchild (→ *daltae*). It seems also that a child of high rank could be fostered for consecutive periods by a number of fosterparents (Kelly 1988: 90).

Sources:
Celtica xviii (1986) 188-90; DIL [*altramm*]; ÉC xii (1968-69) 110-15; GEIL 86-90, 117; SEIL 187-205

Corpus Iuris Hibernici:
45.37, 438.5-10, 439.16, 507.10-1, 777.25-7, 901.35-6, 902.4, 1759.6-1770.1, 2288.6-8

Related bibliography:
Cáin Íarraith (CIH 1759.6-1770.14); CG 30-4; CL § 7; Ériu xii (1938) 8 § 7; Heptad 21, 22, 50; IR 19 § 20, 20 § 21 (CIH 439.16); SEIL 26, 217; ZCP xv (1925) 310 ff.

ambue (< *an-bue*) "non-person"
Outsider not coming from a *túath* (→) with which there was a treaty (→ *cairde*) (Kelly 1988: 6). He could be killed or injured with impunity (Kelly 1988: 5). Because of his lack of status, the ~ cannot get anyone to act as a valid surety for him or to give a valid pledge (→ *gell*) on his behalf (Kelly 1988: 6).

The law texts refer to various types of outsider (→ *cú glas*, *deorad*, *murchoirthe*). The distinctions between them are not always clear (Kelly 1988: 5).

Sources:
DIL [*ambuae*]; GEIL 5-6, 15, 167, 168, 173

Corpus Iuris Hibernici:
17.1, 18.5, 28.11, 29.2, 29.11, 442.13

Related bibliography:
CMCS xii (1986) 11; Heptads 16 (CIH 17.1), 18, 30 (CIH 28.11), 31 (CIH 29.2), 32 (CIH 29.11); IR 31 § 33 (CIH 442.13); LEIA (bue)

amus "servant"
Including both *ban*~ ("female servant") and *fer*~ ("male servant"), the ~ had some degree of control over his or her destiny (Kelly 1988: 65). ~ does not seem to be a social class, but a general term for the entire category. As it is used for both servant and bodyguard, it can be assumed that these functions often overlapped (Kelly 1988: 65).

Sources:
DIL [*amus*]; GEIL 65-6, 85

Corpus Iuris Hibernici:
1575.14

anad "stay of execution"
In the procedure of distraint (→ *athgabál*), before the seizure (→ *tóchsal*) of the defendant's property, the plaintiff had to wait for a fixed period, depending on the nature of the matter at issue (Kelly 1988: 178) and on the sex of the claimant (Binchy 1972: 37). The plaintiff acquired a lien on the chattels, which could be terminated immediately by the defendant's agreeing to satisfy the claim or give a pledge (→ *gell*); should he do so, the matter was settled without his incurring any additional liability (Binchy 1972: 45).

The ~ was a later refinement introduced by the jurists to give the defendant a further breathing-space after the preliminary notice (→ *apad*) and thus increase his chances of avoiding the seizure (→ *tóchsal*) by producing the requisite security (Binchy 1972: 61).

Sources:
Celtica x (1973) 35-45, 61; DIL [*anad*] (d); GEIL 178

Corpus Iuris Hibernici:
384.17, 389.28

Related bibliography:
Ériu xii (1938) 109; PRIA xxxvi C (1921-24) 235

anfaitches (< *an-faitches*) "negligence (no heed)"
A person could plead ~ as an excuse for not having registered an objection in time to a situation in which he was being wronged by another (Kelly 1988: 152).

The law-texts employ a number of terms to cover various form of negligence (→ *anfot*, *díchell*, *étged*). On the basis of scattered information available in the law-texts and other sources it does not seem possible to define these terms with greater precision (Kelly 1988: 152).

In law frequently in contexts referring to persons not responsible for their actions (insane persons, minors, etc.) (DIL).

Sources:
DIL [*anfaitches*]; GEIL 152-3

Corpus Iuris Hibernici:
756.1-2, 1193.5, 1251.7-8

Related bibliography:
Triad 162

anfis (< *an-fis*) "ignorance"
If the injured party ignored that the offence (→ *cin*) had been committed, the time-limit before the case died from neglect was extended (Kelly 1988: 152). ~ could halve the penalty for an offence. In some cases, ~ entailed no penalty (Kelly 1988: 151).

Sources:
GEIL 151, 153 [note 225]
Bürgschaft 6 § 2 (CIH 591.15-7)

Corpus Iuris Hibernici:
591.15-7, 756.1-2, 1193.5, 1251.7-8, 1736.29-1737.28

Related bibliography:
Triads 153, 162

anfot (< *an-fot*) "negligence"
In general, Irish law rules that an offence against property through ~ required merely the replacement (→ *aithgein*) of the object damaged or destroyed (Kelly 1988: 152). The law-texts employ a number of terms to cover various form of negligence (→ *anfaitches*, *díchell*, *étged*). On the basis of scattered information available in the law-texts and other sources it does not seem possible to define these terms with greater precision (Kelly 1988: 152).

Sources:
DIL [*anfót*]; GEIL 145, 152-3, 220

Corpus Iuris Hibernici:
109.8-16, 251.34-5, 2195.12-3

Related bibliography:
ZCP xv (1925) 330 (CIH 2195.12-3)

apad (< *ad-boinn*) "notice"
In the procedure of distraint (→ *athgabál*), the plaintiff had first to give formal ~ to the defendant that he intended to impound his property (Kelly 1988: 178). Though *air*ᘁ*ócre* could also stand for the period of notice required, ~ was more frequently used (Binchy 1972: 34).

Sources:
DIL [*apad*]; GEIL 178

Related bibliography:
Celtica x (1973) 34-5

árach "security"
Act of guaranteeing a contract (→ *cor*) or other legal obligation or transaction (DIL). Breatnach indicated it as a general term for security (see also *aitire*, *naidm*, *ráth*).

Sources:
DIL [*árach*]; GEIL 191

athair "father"
He could not dispose of a valuable which could be used for his son's (→ *macc*) life. Similarly, he could not alienate land or other property so that his son was unable to make a living (Kelly 1988: 80). In cases where the ~ was entitled to overturn the contract (→ *cor*) of an independent son (*macc ailte* → *macc*), he had to register his opposition within three days - otherwise the contract became fixed (Kelly 1988: 81).

Sources:
DIL [*athair*]; GEIL 80-1

Corpus Iuris Hibernici:
227.7-10, 1348.25-6

Related bibliography:
DAC § 1 (CIH 1348.25-6)

athgabál (< *ad-gaib*) "distraint, process of recovery of debts, etc. by distraint. Also in concrete sense of the goods so taken (DIL)"
Certain individuals of inferior social status were distrained *in propria persona* (Binchy 1973: 29).
~ íar fut "distraint subject to a 'stay'"
The plaintiff had to give formal notice (→ *apad*) to the defendant that he intended to impound his property (Kelly 1988: 178). However, a *nemed* (→) was not required to give notice before enforcing a claim against any of his inferiors (Binchy 1973: 34). When the preliminary notice had expired, there followed a fixed delay (→ *anad*) (Binchy 1973: 35) during which the defendant could put matters to rights (Kelly 1988: 178). Should the defendant attempt to part with his chattels by sale or gift, or to disappear from view himself, he became liable for double the original debt (Binchy 1973: 36). If he failed to make a move, the plaintiff was entitled to *tóchsal* (→) (Kelly 1988: 178). At the end of the *díthim* (→), if the defendant had done nothing to meet the plaintiff's case, the *lobad* (→) began (Kelly 1988: 179).

tul~ "immediate distraint"

When the notice (→ *apad*) had expired, the seizure (→ *tóchsal*) followed immediately (Binchy 1973: 51). The chattels were carried off at once on the expiry of the preliminary notice (→ *apad*) and after an interval in pound (→ *díthim*) were completely forfeit unless redeemed in the interval (Binchy 1973: 62).

~ was an older form of distraint (Binchy 1973: 56): *anad* (→) and *lobad* (→) are later stages which were added by the jurists with the aim of mitigating its primitive harshness (Binchy 1973: 62).

~ cintaig "distraint of the guilty part"

~ levied on the person directly liable (Binchy 1988: 32).

~ inmleguin (→ *inmlegon*) "distraint of the surety"

In the case of ~ the law allowed twice the normal *apad* (Kelly 1988: 180), showing special consideration to the person who was being mulcted through no fault of his own (Binchy 1973: 33). If there was no reaction, the plaintiff formally removed the animals from the surrogate's land, accompanied by a legal representative (→ *fethem*) and witnesses (Kelly 1988: 180). He then notified (→ *fásc*) the surrogate of the ~. If the surrogate did not discharge the debt, the cattle ultimately became forfeit (Kelly 1988: 180).

~ had to be carried out in accordance with local custom or whatever special ordinance (→ *cáin*) had been issued by a king (→ *rí*). Various exceptional circumstances allowed a postponement (→ *taurbaid*) of ~ (Kelly 1988: 183). To distrain in defiance of a postponement or of the protection (→ *turtugud*) of a third party was an offence. No son (→ *macc*) could distrain the property of his father (→ *athair*) (Kelly 1988: 184).

At an earlier stage, the law allowed a private individual to enforce a claim against another by seizure of property belonging to the other, without recourse to a court of law (Kelly 1988: 177). The plaintiff's powers of ~ were much wider (Kelly 1988: 182): they included seizure of land, persons and inanimate property as well as livestock (Kelly 1988: 181). ~, however, was limited to distraint of chattels at a very early period (Binchy 1973: 30). Custom, as elaborated by successive generations of jurists and arbitrators, had gradually limited this anarchical method of vindicating a right by establishing certain forms to be observed in the taking of distress: restrictions on the nature and amount of chattels that could be sized, presence of witnesses, notice to the other party and so on (Binchy 1973: 23). The rules governing ~ became so tortuous and confusing that only a professional jurist (→ *aigne*) could hope to remember them all (Binchy 1973: 32).

All these developments must have been completed by the 7th century, possibly earlier (Binchy 1973: 65). For a summary of the historical development of ~ see Celtica x (1973) 6.

Sources:
Celtica viii (1968) 147; x (1973) 22-86; DIL [*athgabáil*] (a); GEIL 177-82, 185, 231-2

Corpus Iuris Hibernici:
37.26-36, 39.7-18, 352.25-422.36, 570.1, 896-901, 1438.36-1465.27, 1723.11-1755.16, 2199.16

Related bibliography:
Celtica xi (1976) 18-33; CG 559-60 (CIH 570.1); *Di Chetar*◝*licht Athgabála* (CIH 352.25-422.36, 1438.36-1465.27, 1723.11-1755.16, etc.); DIL [*inbleoga*(*i*)*n, inableogain*]; ÉDC half of the first and the whole of the second volume; ZCP xv (1925) 364 § 49 (CIH 2199.16)

attrab (< *ad-treba*) "squatting"
Illegally settling on another's holding (Binchy 1971: 165). In DIL, however, it has not this meaning.

Sources:
Celtica ix (1971) 158, 165 [note 74]; GEIL 142 [note 136]

Corpus Iuris Hibernici:
75.5, 571.8

audacht (< lat. *edictum*) "bequest"
A ~ was normally oral (Kelly 1988: 123). According to Plummer (Ériu ix 31) ~ was made *in articulo mortis*, while (*t*)*imnae* (→) was made in bodily health (DIL). According to Ward, on the other hand, ~ was a declaration *inter pares*, a statement of fact or desire while (*t*)*imnae* was a declaration from a higher plan to a lower, an injunction, a mandatory will (Ward 1973: 185). No convincing explanation of the distinction between them has been put forward (Kelly 1988: 122).

Sources:
DIL [*aidacht*]; GEIL 122-3

Corpus Iuris Hibernici:
529.34

Related bibliography:
AM p. 22 [notes]; Ériu ix 31 (Plummer)

aurradas (< *aurrae*) "traditional, customary law"
The common law obtaining between members of the same *túath* (→), opposed to *cáin* (→) a law imposed by the king (→ *rí*) (Ériu xii 69; DIL).

Sources:
DIL [*aurradus*]; GEIL 234 [note 31]

aurrae or ***(a)urrad*** "person in possession of his full legal rights"
Native within the bound of a *túath* (→) (DIL): outside of these he was a *deorad* (→) 8Byrne 1971: 132). A person was still an ~ until his offence had been publicised (Kelly 1988: 223).
Not frequent in the earliest texts (DIL).

Sources:
DIL [*aurrae*] (a); Ériu xxii (1971) 132; GEIL 5, 223

Corpus Iuris Hibernici:
307.12, 1631.1

Related bibliography:
TC § 31.17

autsad "storage-fee" [also → *fríth(e)*]
Every land was entitled to ~ from whatever was deposited on it – by whatever means (Kelly 1988: 124). In DIL [etsad] ~ seems not to have a technical meaning, nor to mean storage-fee.

Sources:
GEIL 124

Corpus Iuris Hibernici:
452.26

Related bibliography:
BB § 36-45, pp. 150-1

báegul "legal error, procedural mistake"

Sources:
DIL [*báegul*] (b); GEIL 54, 57, 88

Corpus Iuris Hibernici:
292.33, 360.13, 1477.29, 1966.31

Related bibliography:
ZCP xv (1925) 307

báes “legal incapacity”

báeth “legally incompetent, senseless”
One not fully responsible either through non-age or mental deficiency (DIL). In general, such a person had not independent legal capacity, and therefore could not make a contract (→ *cor*) without the authorisation of his or her legal guardian (→ *conn*), marry or distrain, or act as a witness or surety, etc. (Kelly 1988: 68).

Folly and adultery or illicit love were connected both linguistically and symbolically (Clancy 1993: 106). This semantic range can be found for the word ~ 'foolish, wanton' (Clancy 1993: 106).

Sources:
DIL [*báeth*] (b); GEIL 68; *báes*: DIL [*báes*] (b); GEIL 153 [note 225]

Corpus Iuris Hibernici:
báes: 1193.5, 1251.7-8

Related bibliography:
báes: Triad 162

baítsech (< *báeth*) “prostitute”
Name of a class of women of diminished legal standing (SEIL 99). Not distinguished in law from *merdrech* and *echlach* (DIL).

Sources:
DIL [*baítsech*]; GEIL 86, 103

bé *(ben)* “woman”
Every ~ had a legal guardian - her father (→ *athair*) when she was a young girl, her husband (→ *fer*) when she was a lawful chief wife (→ *cétmuinter*), her sons (→ *macc*) when she had children, her family (→ *fine*) when she was a woman of the *fine* (Binchy 1936: 181). Without the permission of one of her superiors she normally could not make a valid contract (→ *cor*) (Kelly 1988: 75). The ~ was normally without independent legal capacity (Kelly 1988: 75). This absolute prohibition must relate to the period in which the *lánamnas comthinchuir* (→ *lánamnas*) had not yet developed and the *lánamnas for ferthinchur* was still the normal union (Binchy 1936: 210). Married women, even at that early period, where entitled to give certain objects in pledge (→ *gell*) for the liabilities of another party (Binchy 1936: 234) and were entitled to a fine and interest if her pledge was allowed to become forfeit (Kelly 1988: 76). This special concession was doubtless due to the fact that the redemption of kinsfolk from captivity (→

cimbid) was regarded as a particularly urgent duty in Irish law as in other early systems (Binchy 1936: 231).

A crime against a ~ was normally regarded as a crime against her superior and consequently, the culprit had to pay him his honour-price (→ *lóg n-enech*) or a proportion thereof (Kelly 1988: 79). If a crime was committed or debt incurred by an unmarried woman, it was normally paid by her father - or by her kin if he was dead. In the case of a married woman, the status of the marriage determined who paid: the more formal the marriage, the greater the responsibility assumed by her sons. If she was killed, her inheritable assets (→ *díbad*) and her body-fine (→ *éraic*) were distributed following the same principle (Kelly 1988: 78). It is clear that sons were more closely bound to a ~ than her husband, which is not surprising in view of the looseness of the marriage tie (Dillon 1936: 132).

Apart from the *banchomarbae* (→ *orbae*), and the woman married to a landless man or to a stranger (→ *ambue, cú glas, deorad, murchoirthe*) (Kelly 1988: 76) there were other women of special status or skill who could have independent legal capacity, like the woman-physician (*banliäig* → *liäig*) (Kelly 188: 77). There is no instances of a female political or military leader. Indeed, the office of kingship would seem to have been absolutely precluded to a female ruler (Kelly 1988: 69).

~ is the variant neuter (later feminine) of *ben*. It was of very restricted use, occurring mainly in poetic and legal language (Jasanoff 1989: 135).

Bretha Crólige distinguishes three ranks of wife: a chief wife (*ben hi coir lánamnusa*) (→ *cétmuinter*), a second wife (*ben tánaise*) (→ *adaltrach*), and any other wife (*cach ben olchena*) (Kelly 1988: 70-71).

The family organisation among the Indo-European nations was strictly patriarchal (Binchy 1936: 207). In such a society, women, including married women, had originally no more capacity of enjoying or exercising rights than had sons *in potestate patris* (*macc béoathar* → *macc*) (Binchy 1936: 209). In the course of time the status of women was progressively raised. The line of development extends from original total incapacity to equal or virtually equal capacity with men (Binchy 1936: 207). I believe that much of this advance in status was due to the recognition by the law of the *banchomarbae* (Binchy 1936: 226).

Sources:
DIL [*bé*]; Ériu xl (1989) 135-41; GEIL 68-9, 70-1, 75-9, 160-1; SEIL 130-2, 180-2, 207-10, 221-9

Corpus Iuris Hibernici:
45.3, 289.16, 351.26, 441.6-7, 441.10-1, 443.30-444.6, 464.27-9, 519.4, 779.5-8, 2294.35-2295.4, 2298.9-10

Related bibliography:
BC § 32; CL §§ 21-22; CG 121-7; *Díre*-text § 38; Ériu xii (1938) 26 § 32-3 (CIH 2294.35-2295.4) [+ gloss 7], 34 § 44 (CIH 2298.9-10); Heptad 49 (CIH 45.3); IR 27 § 28 (CIH 441.6-7), § 29 (CIH 441.10-1), §§30-2, 35 § 38 (CIH 443.30-444.6); Thes. ii 357.8; Triads 75-6, 88, 150-1, 180, 185

bés *(tige)* "food-rent"
Annual food-rent due by every base client (→ *céle*) in return for the fief (→ *taurchrecc*) which he had received from his lord (→ *flaith*). The amount of the ~ was proportional to the value of the fief, which in turn was determined by the rank of the client. The ~ consisted of a major item of fleshmeat, and various 'accessories', the technical name for which was *fosair* (→) or *timthac* (→) (Binchy 1941: 75-76). Sometimes it was also called *bíathad* (→).

Sources:
CG [*bés* (*tige*)]; CMCS xiii (1987) 45, 49; DIL [*bés*] 1 (d); GEIL 30

bíathad "hospitality"
General obligation of supplying hospitality to all persons, together with their appropriate company (→ *dám*), on a journey. The fare varied with the rank of the principal guest. A minor, even one who was a separate householder, was dispensed from providing hospitality for anyone except the lord (→ *flaith*) to whom he was in clientship (→ *céle*). For all other ranks, however, refusal of hospitality (→ *esáin*) was a very grave offence, which involved a fine equivalent to the honour-price (→ *lóg n-enech*) of the person refused (Binchy 1941: 76-77). In some circumstances, however, ~ had to be refused (→ *élúd*) (Kelly 1988: 140).

~ sometimes referred to the food rent (→ *bés*) due by unfree clients (→ *céle*) (Binchy 1941: 76).

Sources:
CG [*bíathad*]; DIL [*bíathad*]; GEIL 62 [note 182], 139-40

Corpus Iuris Hibernici:
15.1-2, 778.14-6, 779.10-1

Related bibliography:
CG 77-80 (CIH 778.14-6), 130-1 (CIH 779.10-1); Heptad 13; Voc. Inst. Ie. i 87-101

bibdu "criminal, culprit; in Laws also of opposing party in actions, claim, etc. (DIL)"

Sources:
DIL [*bibdu*]; GEIL 92

Corpus Iuris Hibernici:
269.23, 939.10-1, 1397.11, 2199.3-4

blaí "immunity from liability"
Immunity from penalties for injuries or damage where an article or person was exercising a normal, legitimate function (DIL). Death or injury caused by a dangerous object in its proper place was free from liability. When death or injury resulted from an accident, the person responsible was normally free from liability (Kelly 1988: 150).

Sources:
DIL [*blaí*] 1; GEIL 149-51

Corpus Iuris Hibernici:
9.35, 10.17, 10.18, 10.39, 11.7, 11.12, 11.18, 265.41, 267.2, 268.12, 271.14-272.1, 273.29, 274.17-8, 275.1, 276.3, 283.28, 283.32-4, 287.1, 289.22, 289.25, 1047.8

Related bibliography:
Triad 172

bó "cow"
~ inláeg "in-calf cow"
~ mlicht "milch cow"
Undoubtedly the most common form of currency in the period of the law-texts (even after coinage was introduced) (Kelly 1988: 113). In general the currencies seem to have been interchangeable in the law-texts. But sometimes it was specified that a proportion of a fine was to be paid in a particular currency (Kelly 1988: 115).

Sources:
DIL [*bó*]; GEIL xxiii, 113, 115-6; ZCP xlii (1987) 90-5

Corpus Iuris Hibernici:
2315.38-9

Related bibliography:
Ériu xx (1966) 46 § 36 (CIH 2315.38-9), 232

bothach "cottier, one who lives in a hut"
Tenant-at-will who received land (and doubtless stock also) from a *flaith* (→) in return for uncertain services. Unlike the *senchléithe* (→), the ~ was not bound to

the soil, but could terminate the relationship by giving notice to his landlord (Binchy 1941: 78). However, if a lineage remained in the status of ~ for four generations –, they became *adscripti glebae* (Gerriets 1987: 55). The ~ could not make a valid contract (→ *cor*) in defiance of his superior (Kelly 1988: 35).

Laws provide limited information about other dependants of lower status than the base client (→ *céle*), so that precise distinction between them is difficult to discern (Gerriets 1987: 55). The ~ perhaps differed from the *fuidir* in the nature of the services required from him; at all events neither of them was reckoned among the lord's *déis* (→), as their 'clientship' was too uncertain (Binchy 1941: 78). Only slaves appear to have had fewer rights than these (Gerriets 1987: 55).

Sources:
CG [*bothach*]; CMCS xiii (1987) 55; DIL [*bothach*]; GEIL xxiii, 35

Corpus Iuris Hibernici:
2315.38-9
491.24, 570.15, 988.21

Related bibliography:
CG 580 (CIH 570.15); DAC § 54 (CIH 988.21); Triad 150; ZCP xiv (1923) 375 § 38 (CIH 491.24)

brat "theft with violence"
Distinguished from *gat* (→), theft by stealth.

Sources:
DIL [*brat*] (a); GEIL 147

Corpus Iuris Hibernici:
15.2, 779.18

Related bibliography:
CG 142-3 (CIH 779.18)

bráth "judgement"
Breatnach distinguished it from *breth* (→) as the final judgement of a law-case (→ *tacrae*).

Sources:
DIL [*bráth*]; GEIL 51 [note 101]

bráthair "brother, kinsman, member of the same kingroup (→ *fine*) (DIL)"

Sources:
DIL [*bráthair*]; GEIL 189; SEIL 138

breth *(< beirid)* "judgement"
Judgement or judicial decision not only on a particular case but also on a general principle or provision of law (Mac Neill 1923: 272). It seems that the ~ (although formulated by one or more judges (→ *brithem*) was promulgated by the king (→ *rí*) or other dignitary, or at least announced in his presence and with his approval (Kelly 1988: 24).

Sources:
DIL [*breth*] (g); GEIL 24, 191, 195, 196; PRIA xxxvi C (1921-24) 272

brithem *(< breth)* "jurist, judge"
The ~ was a trained professional lawyer (Kelly 1988: 51). As Mac Neill pointed out, ~ means rather a professional jurist than a judge (Mac Neill 1923: 272). However, as the name itself makes clear, the ~ was the 'maker of judgements' (→ *breth*), the man who gave a decision on a case submitted to him for arbitration (Binchy 1976: 29). Every *túath* (→) had an official judge who was in constant attendance on the king. (→ *rí*). His major function was to advise the king on all legal decision he could have to make and he presumably derived the greater part of his income from that. But he had also a public role independent of the direct concerns of the king (Kelly 1988: 52).

A ~ not having an official position probably earned his living by arbitrating between two (or more) parties (→ *féchem*) who had previously agreed to abide by his decision. It is also to be assumed that most lawyers came from families (→ *fine*) with substantial holdings of land (Kelly 1988: 53). A ~ had to be prepared to give a pledge (→ *gell*) in support of his judgement. If he refused to do so, he was debarred from further practice in the territory. If he gave an erroneous judgement or if he left a case undecided he had to pay a fine. On the other hand, if his judgement was challenged and he could show it to be correct, the ~ was himself entitled to a fine. For a more serious breach of duty, the ~ was deprived of his office and his honour-price (→ *lóg n-enech*) (Kelly 1988: 54). To reduce the chance of an error (→ *báegul*), many cases were decided by more than one ~ (Kelly 1988: 55).

In an age when justice was not yet publicly administered the line between 'judge' and 'jurist' was difficult to draw; but in the text of the Laws ~ almost invariably stood for the man who decided the case (Binchy 1976: 29). In the earliest period of which we have explicit evidence, the law was generally regarded as falling within the province of the *filid* (→ *fili*). However, it would appear that, as the social order became more complicated, a tendency towards specialisation in learning and function began to manifest itself. The ~, or expert in law, gradually acquired an independent status. This is not, of course, to suggest that the office or title of law-man had no prior existence; in fact the ~ has a less common, but morphologically older, synonym: *medam*. Evidently

what happened was that, instead of being subsumed under the designation of *filid*, the legal experts came more and more to be regarded as an autonomous class or profession (Mac Cana 1970: 68).

Sources:
Celtica xi (1976) 27-31; CG [*brithem*]; DIL [*breithem*]; ÉC xviii (1981) 172; GEIL 47, 51-56, 59 [note 156], 166; PRIA xxxvi C (1921-24) 272; Stud. Celt. v (1970) 68; ZCP xlix-l (1997) 312-3

Corpus Iuris Hibernici:
24.22, 292.33, 396.4-5, 569.25-7, 570.25, 573.20-1, 601.29, 781.28-32, 1130.38-1131.8, 1147.17-8, 1147.21, 1377.39, 1377.40, 1477.29, 1613.38-1614.33, 1727.35, 1931.35-40, 1964.21-1973.40, 1986.31, 2289.9-10, 2295.4

Related bibliography:
BC § 12; CG 277-83, 535-8 (CIH 569.25.7), 595 (CIH 570.25); *Dia fis cía is breitheamh i ngach cúis* (CIH 1964.21-1973.40); Ériu xii (1938) 12 § 12 (CIH 2289.9-10), 26 § 33 (CIH 2295.4), 64; xiii (1942) 32.6-7, 41.21-42.2 (CIH 1130.38-1131.8); xvii (1955) 4-6; xviii (1956) 44 ff.; Heptad 25; LL i 3722; Peritia v (1986) 86 § 4 (CIH 601.29); PRIA xxxvi (c) xvi (1921-24) 272 [note 1]; SEIL 53-4; TC § 34; ZCP xiv (1923) 371-2; xvi (1927), 197 ff.

briugu "hospitaller"
Rich landowner in whose hostel, situated on a high road or in some equally accessible position, unlimited hospitality (→ *bíathad*) was dispensed to all persons. In return for this, which was regarded as a public function, he was given high status (Binchy 1941: 79). Even though the ~ held the honour-price (→ *lóg n-enech*) of a noble (→ *flaith*), he did not assume the functions of noble rank. In first place he was a non-military person (Mac Eoin 1997: 485-486). Secondly, the guests' status (or lack of it), the size of the company (→ *dám*), or the frequency of their visit were not grounds for refusal of hospitality (→ *eséin*) by a ~ (Mac Eoin 1997: 488). If he refused hospitality he ceased to be classed as a ~ (Kelly 1988: 37). More often, however, such a person was referred to as *fer tige oíges* (guest-house owner) or *bíattach* (provider of food) (Kelly 1988: 37).

It was open to any member of the farming class (*bóaire* → *aire*) to advance to the rank of noble (→ *flaith*) by increasing his wealth sufficiently to be able to acquire clients (→ *céle*). But the promotion of such a man (*ferfothlai* → *fer*) to noble status did not take place immediately. In relation to the ~, on the other hand, there is no mention of a delay in the attainment of noble status. His status derived *ipso facto* from the function he performed in society (Mac Eoin 1997: 485-486). In Christian times the ~ had become a mere 'hospitaller' but under the

old dispensation must have had a much higher - perhaps even a quasi-divine - status, for he was still the compeer of a king (→ *rí*) (Binchy 1973: 44-45).

Sources:
Celtica x (1973) 44-5; CG [*briugu*]; DIL [*briugu*]; GEIL 36-8, 133, 139; PRIA xxxvi C (1921-24) 276; ZCP xlix-l (1997) 482-93

Corpus Iuris Hibernici:
32.19-20, 470.2-9, 476.27-30, 654.8-10, 1268.16, 1545.2-4, 1608.8-9, 1608.14, 1608.20-1, 1608.30, 2220.8-9, 2289.6-14

Related bibliography:
BC § 12 (CIH 2289.6-14); Ériu xxxv (1984) 3 [note 8]; TC § 31.9; UB 29-31

cáe
Name of the social institution according to which, in the winter season, a member of the noble grade (→ flaith) had the right to bring with him a party considerably larger than his ordinary suite (→ dám) on a night's entertainment in the house of each of his servile clients (→ céle) (Binchy 1941: 81).

Sources:
CG [*cóe*]; DIL [*cáe*]; GEIL 30 [and note 85]

Related bibliography:
Aimser Chue; PRIA lxxv C (1975) 184

cáin "law"
Its precise legal significance is difficult to define (DIL). It may mean simply 'tribute' (from the members of the *túath* (→) to the king (→ *rí*), which was perhaps its original meaning), or it may be identical with *rechtgae* (→ *recht*) (Binchy 1941: 79). In this case it was apparently regarded as a law imposed by the king in contrast to *aurradas* (→) (DIL). The wider meaning of 'written law' is undoubtedly derived from the numerous monastic ordinances issued in the eight century (Binchy 1941: 79).

Also in names of particular laws or titles of tracts (DIL).

Sources:
CG [*cáin*]; CMCS xiii (1987) 70; DIL [*cáin*]; GEIL 54, 71, 184, 218, 234 [note 31]

Corpus Iuris Hibernici:
1931.35-40

Related bibliography:
CG 524; Ériu xii 69; ZCP xviii (1930) 396

cáinte "illegal satirist"
The misuse of satire could be punished by reducing or even cancelling the ~'s status (→ *lóg n-enech*). However, the ~ wielded enough influence in society to achieve some degree of recognition in the law-texts. Particular odium was reserved for the female ~. She lost her honour-price and could not be brought away on sick maintenance (→ *othrus*) (Kelly 1988: 50).

Also called *rindile* (→)

Sources:
DIL [*cáinte*]; GEIL 49-51

Corpus Iuris Hibernici:
15.14, 22.8, 466.5-9, 2219.32-2220.16, 2300.9

Related bibliography:
Ériu xii (1938) 40 (CIH 2300.9); xxxiv (1983) 194; Heptads 15 (CIH 15.14), 22 (CIH 22.8)

cairde "treaty (lit. friendship)"
Solemn compact concluded on behalf of two or more *túatha* (→ *túath*) by their respective kings (→ *rí*), each of whom pledged (→ *aitire*) his subjects to it at an *óenach* (→). There were varying degrees of ~, from a simple armistice to far-reaching arrangements for mutual recognition and enforcement of legal claims (Binchy 1941: 80). The injuries covered under such an arrangement include killing or wounding, robbery with violence, theft, house-breaking, rape, arson and satire (Kelly 1988: 5).

Sometimes ~ was used to describe the territory with which such relationship existed (Binchy 1941: 80).

Sources:
CG [*cairde*]; DIL [*cairde*] (a); GEIL 5

Corpus Iuris Hibernici:
114.8-116.23, 569.2-6, 574.18-30, 791.5-792.23, 807.17-809.2, 892.39-893.10, 2103.9

Related bibliography:
Bürgschaft 32-3; *Cairde*-text (CIH 791.5-792.23, 807.17-809.2); CG 502-9 (CIH 569.2-6); *Slán n-aitire cairde* (CIH 574.18-30, 892.39-893.10); *Senchas Már* 3; ZCP xviii (1930) 363 § 20 (CIH 2103.9)

caithig or ***cathaig*** "trespass, liability for trespass"
duine~ "fine for human trespass"

Where there was malice or neglect on the part of the owner of trespassing livestock, the penalty was counted as a ~ (Kelly 1988: 143).

rop~ "fine for animal trespass"

Sources:
Celtica ix (1971) 165-6 [note 79], 167 [note 97-98]; DIL [*cathach*] 3; GEIL 143, 155

Corpus Iuris Hibernici:
2195.8-9

Related bibliography:
GC 20 (CIH 2195.8-9); Triad 168; ZCP xv (1925) 329 (CIH 2195.8-9)

céle "client"
~, lit. companion, fellow, retains something of its original meaning in *sóer-chéle*, one of whose principal duties was to accompany (→ *dám*) his lord (→ *flaith*) (Binchy 1941: 80).
sóer~ "free client"

Free clientship was regarded as a more desirable arrangement on account of its greater freedom (Kelly 1988: 32). It was not to be bound through normal contractual (→ *cor*) means, but rather through acknowledgement (→ *aititiu*) (Chapman Stacey 1990: 41). This type of client retained his completely independent status (→ *sóer*), for the ties of homage (→ *airéirge*) and services that bound him to his lord (→ *flaith*) – the chief form of which was attendance (→ *dám*) on him – did not affect his legal personality (Binchy 1941: 80). All classes, nobles as well as freemen could be ~ of a person of higher rank without any loss of status or honour (→ *lóg n-enech*) (Binchy 1941: 107). When the ruling families had acquired a quasi-feudal prerogatives, the differences between base and free clientship may have been obliterated, and every client regarded as in *gíallnae* (→). But in the earlier period it would have been utterly impossible for a noble, whose own status was measured by the number of his clients (free and unfree), to be himself in *gíallnae* to another noble of higher rank, bound to food-rent and manual labour (Binchy 1941: 97-98).

The ~ received from his lord (→ *flaith*) a fief of stock (→ *rath*) which obliged him to a far heavier rent than base clientship (Binchy 1941: 107). The fief had always to be restored to the lord's heirs (→ *orbae*) on his death (Kelly 1988: 32). On the other hand, when the ~ had paid the interest on the land for seven years, the fief became his absolute property and the clientship was terminated unless a fresh fief be granted and accepted (Binchy 1941:

107). Either party (→ *féchem*) could terminate the contract at any time without penalty (Kelly 1988: 32).

~ *gíallnae* (→) "clientship of submission", later *dóer-chéle*

The ~ surrendered some of his status by accepting a payment (→ *taurchluide*) equivalent to his honour-price (→ *lóg n-enech*) (Binchy 1941: 80). In return for the fief (→ *taurchrecc*), the lord (→ *flaith*) had advanced him, the ~ paid him an annual food-rent (→ *bés*) and an accessory food-rent (→ *fosair*, *timthac*) (Kelly 1988: 30). If a ~ paid the full rent for at least seven years, on the lord's death the fief became his property (Kelly 1988: 29). On the other hand, if he failed in his rent, he had to pay a fine as well as restoring double the rent owed. The ~ was also obliged to provide winter hospitality (→ *cáe*) for the lord and his entourage (→ *dám*) (Kelly 1988: 30) and required to provide maintenance (→ *congbáil*) for men gathered for military service on behalf of a king (→ *rí*) or *túath* (→). If he failed to carry out such duties, his cattle could be distrained (→ *athgabál*) (Kelly 1988: 31). The ~ was also required to perform a fixed amount of manual labour to his lord (Kelly 1988: 30). He had to help to maintain the security of the neighbourhood, escort his lord to public assemblies and assist him in the prosecution of a blood-feud (→ *dígal*) (Kelly 1988: 31). If the lord himself was killed (→ *cró*), the ~ had to join in the vengeance party (Kelly 1988: 127). After his lord's death, the ~ was expected to dig this gravemound, pay a death-levy and attend his commemorative feast. If he failed in any of these duties, he had to pay a fine to the lord's heirs (→ *orbae*) (Kelly 1988: 30).

At any time, a lord and his ~ could terminate their contract by mutual agreement. In such case the lord took back what he had given, less the value of the rent and services already provided by the ~. However, if only one of them wished to terminate the arrangement and the other has fulfilled his side of the contract, he had to recompense him (Kelly 1988: 31). The stated right of the base ~ to separate from his lord may have been impossible to exercise even in the classical period. Later legal glosses deny such a right existed (Gerriets 1987: 46).

A man could be the client of one to three lords at the same time. The only legal restriction was that the fief received from the second and third lord could not exceed two third and one third of the first lord's fief respectively (Kelly 1988: 32). With good husbandry and favourable conditions, the client could even hope to increase his wealth through clientship. Lord and ~ could sometimes be kinsmen (→ *bráthair*). Indeed, it was preferable for a man to enter into a contract of clientship with a kinsman (Kelly 1988: 29).

céilsine "clientship"
Used in reference to both types of clientship (Binchy 1941: 80).

Early Irish economic system was sustained by the inter-relationship of lord (→ *flaith*) and ~ (Kelly 1988: 3). Clientship could operate both within and between *túatha*, since even in the *túath* (→) it was designed to give protection to a weaker client and support to a superior lord (Gerriets 1987: 52).

Most terms used in free clientship were less technically specific than those in base clientship (Gerriets 1987: 45).

Sources:
CG [*céle*] [*gíallnae*] [*sóer-rath*]; CMCS xiii (1987) 45-52, 57, 60-1, 71; xx (1990) 41; DIL [*céile*] (d); GEIL 3, 27, 29-33, 127

Corpus Iuris Hibernici:
15.3, 26.29-32, 51.34, 381.8-30, 432.21-436.32, 479.23-502.6, 486.1-487.7, 569.26, 570.9, 570.24, 570.31, 778.20, 778.35-6, 782.24, 890.1-5, 890.6-9, 902.19-20 (gloss), 919.25-922.11, 1116.5-6, 1770.15-1804.11, 1906.15-6, 1907.14, 1907.25

Related bibliography:
Cáin Aicillne (CIH 1778.34-1804.11, 479.23-502.6); *Cáin ᵹóerraith* (CIH 1770.15-1778.33); CG 81, 84 (CIH 778.20), 106-8 (CIH 778.35-6), 334-5 (CIH 782.24), 537 (CIH 569.26), 570 (CIH 570.9) [and note], 594 (CIH 570.24), 605 (CIH 570.31); CMCS vi (1983) 43-61; *Di Dligiud Raith ⊂ Somaíne la Flaith* (CIH 432.21-436.32); Ériu xiii (1942) 20.9-10 [CIH 1116.5-6); ZCP xiv (1923) 335-94 (CIH 1778.34-1804.11, 479.23-502.6); xv (1925) 238-76 (CIH 1770.15-1778.33)

cert "right, entitlement; in quasi-legal sense of right, claim, entitlement"

Sources:
DIL [*cert*] (i); GEIL 93 [note 201], 191

cétmuinter (< *cét-muinter*) "chief wife"
Wife of highest legal standing (DIL), normally married in one of the first three forms of marriage (→ *lánamnas*) (Kelly 1988: 71). A ~ was a person of importance, who enjoyed a clearly defined standing with considerable privileges and responsibilities (Power 1936: 82). She was admitted to the *mná dligthecha* (lawful women) whether she had sons or not (Power 1936: 86). At the time the main law-tracts were written, the ~ could 'disturb' all her husband's (→ *fer*) disadvantageous contract (*dochor* → *cor*) even if she had brought little or no property (Kelly 1988: 76-77). It is possible, however, that this extension of rights was a later concession (Binchy 1936: 225) and that originally that she

could not impugn her husband's contracts except as regards the sale of food, clothes, cattle and sheep (Power 1936: 85).

The term ~ ('head of the household', 'chief spouse') could be used of either husband or wife, but was generally referred to the latter. The ~ was the normal wife, equal in rank to her husband and entitled to half the amount of his honour-price (→ *lóg n-enech*) (Binchy 1941: 80). Most texts distinguish two grades of wife: a ~ and a concubine (→ *adaltrach*). *Bretha Crólige*, on the other hand, distinguishes three ranks of wife: a chief wife (*ben hi coir lánamnusa*), a second wife (*ben tánaise*), and any other wife (*cach ben olchena*) (Kelly 1988: 70-71). We can suppose, then, that neither ~, nor *adaltrach* were the originally terms for 'wife' and that the normal term *ben* (→ *bé*) was used instead.

Sources:
CG [*cétmuinter*]; GEIL 70-1, 76-7, 134, 161; SEIL 81-90, 92-4

Corpus Iuris Hibernici:
8.15-6, 289.31, 427.2, 512.29-31, 519.1-4

Related bibliography:
CL § 22 (CIH 512.29-31); Heptad 6; IR 27 §§ 28-9 (CIH 441.6-7, 10-1), 64 § 4 (CIH 427.2); RC xlv (1928) 56 (N Version); SEIL 46 (CIH 512.29-31), 71 § 35 (CIH 519.1-4), 251; Triad 126

cimbid "captive"
Very likely, the ~ was an individual unable to pay the penalty for a crime (→ *cin*) he had committed (Gerriets 1987: 61). The individual or kin (→ *fine*) whom he had wronged could seize him and keep him captive. If they killed him (→ *cró*), they would not have to pay any penalty (→ *éraic*, *lóg n-enech*) (Kelly 1988: 97). A ~ could only be freed from servitude if the penalty were paid (Gerriets 1987: 61). He could also be ransomed by a non-kinsman. In this case, he was required to enter the service of the man who had ransomed him (Kelly 1988: 97).

In general, such a person had not independent legal capacity, and therefore could not make a contract (→ *cor*) without the authorisation of his or her legal guardian (→ *conn*), carry or distraint (→ *athgabál*), or act as a witness (→ *fíadu*) or surety (→ *aitire*, *naidm*, *ráth*), etc. However, his evidence on the field of combat was normally regarded as valid.

The pursuit of such a person was a valid ground for *taurbaid* (→) (Kelly 1988: 68).

~echt "captivity"
The kings (→ *rí*) often included a man whom they had freed from ~ among their bodyguards (Kelly 1988: 97). Hence, in non-legal sources *cimbid* was

used of a person who faced death on behalf of a person, group or tribe (Kelly 1988: 98).

Sources:
CMCS xiii (1987) 61; DIL [*cimmid*]; GEIL 68, 97-8, 129, 173

Corpus Iuris Hibernici:
31.20, 328.7, 363.23-8, 420.4, 570.14, 597.27-8, 1133.30-1, 1570.1-8

Related bibiliography:
Bürgschaft 24 § 67 (CIH 597.27-8); CG 579 (CIH 570.14); Ériu xiii (1942) 45.27-8 (CIH 1133.30-1); IEIE 351 [note 18]; Heptad 35; Triad 235

cin "crime, offence for which the doer was answerable at law, hence incurred penalty (DIL)"

duine~ "human offence"

When an animal's offence was the result of its owner's negligence, it was classed as a ~ with a greater penalty (see also *airlimm*) (Kelly 1988: 143).

rop~ "animal offence"

~tach "guilty party"

As opposed to innocent (→ *ennac*)

Sources:
DIL [*cin*] iii (a); GEIL 157; *duine~*: GEIL 143 [note 143], 180; *rop~*: GEIL 143 [note 143]

Corpus Iuris Hibernici:
2011.10-2016.3, 2195.8-9

Related bibliography:
Do breitheamhnus for na huile chin doní gach cintach (CIH 2011.10-2016.3); GEIL 142 ff.; GC § 20 (CIH 2195.8-9); Peritia iii (1984) 454; Triad 168; ZCP xv (1925) 329 (CIH 2195.8-9)

coibche "bride-price"

The husband (→ *fer*) normally purchased his wife from her father (→ *athair*) - or, if he was not alive, from the head of her kin (*ágae fine* → *fine*) – by paying him a ~ (Kelly 1988: 116). The bride was entitled to a portion of her ~ (Kelly 1988: 72). But if she left her husband before a recognised period of time she forfeited her ~, even in cases where she had adequate ground for divorce (→ *imscarad*) (Kelly 1988: 74). If the marriage (→ *lánamnas*) broke up through the fault of the husband, the ~ was retained by the bride's father, but if the fault lied with the bride, the ~ had to be returned to the husband (Kelly 1988: 72).

In the legal language ~ was most commonly used in the special sense of 'bride-price'; but its primary meaning was 'bargain, covenant'. It took to include much more than marriage (→*lánamnas*) contracts (→ *cor*) (Binchy 1958: 124).

There appears to be no old Irish term corresponding to 'dowry' (lat. *dos*) (Kelly 1988: 72).

Sources:
DIL [*coibche*] 1 (a); Ériu xviii (1958) 124; GEIL 72, 73, 74, 116, 207

Corpus Iuris Hibernici:
4.33-5.32, 47.21-48.26, 222.7-8, 222.28-223.2, 294.40, 2198.22-3

Related bibliography:
Heptads 3 (CIH 4.33-5.32), 52 (CIH 47.21-48.26); ZCP xv (1925) 218, 356 § 44 (CIH 2198.22-3)

cóir n-athchomairc "proper enquiry"
One of the procedures used in deciding a law case (DIL).

Sources:
DIL [*athcomarc*]; GEIL 191

Related bibliography:
CCF 3, 10-1

colpthach (< *colp(th)ae*) "two year-old heifer"
Unit of currency (see also → *bó*)

Sources:
DIL [*colp*(*th*)*ach*]; GEIL xxiii, 113; ZCP xlii (1987) 96-9

comaithches (< *com-aithech*) "neighbourhood"
Legal relationship that arose from the fact of adjacent ownership of land, whether this be the result of partition between kinsmen (→ *bráthair*) or simply of geographical contiguity between strangers in kin (Binchy 1971: 161). It was a quasi-contractual relationship secured by mutual pledges (→ *gell*) and sanctioned by fixed fines (→ *smacht*) for minor breaches as well as by heavier penalties (→ *díre*) for more serious offences (→ *cin*) (Binchy 1971: 161).

Sources:
Celtica ix (1971) 161 [note 23-26]; DIL [*comaithches*] (a); GEIL 108-9, 233 [note 23]

Corpus Iuris Hibernici:
64.6-79.12, 191.1-205.16, 445.25, 445.33-446.5, 457.11-462.18

Related bibliography:
BB § 11 (CIH 445.25), §§ 12-3 (CIH 445.33-446.5); *Bretha Comaithchesa* (CIH 64.6-79.12, 191.1-205.21); *Coibnes Uisci Thairidne* (CIH 457.11-462.18); Ériu xvii (1955) 52-85

comaltae (< *con-ail*) "fosterbrother"
The emotional bonds between ~ were given a monetary value in the laws: if a man was killed (→ *cró*) an *airer* (→) was paid to his ~. This fine was payable in full only where the victim was reared in close intimacy with his ~. Where there was no intimacy, only half the *airer* was payable (Kelly 1988: 90).

Sources:
DIL [*comalta*]; GEIL 86 [note 147], 90

Corpus Iuris Hibernici:
439.15-8

Related bibliography:
IR 20 § 21 (CIH 439.15-8)

comar "co-ploughing agreement"
Arrangement between less affluent freemen (→ *aire*) of the same rank (Kelly 1988: 101).
Another form of co-operative farming is *comingaire* (→) (Kelly 1988: 101).

Sources:
DIL [*comar*]; GEIL 10, 101, 241

Related bibliography:
Triad 125

comingaire "joint-herding"
System whereby a number of farmer (→ *aire*) gazed their stock together. This could lead to a difficult legal situation if an animal belonging to a farmer was killed by another animal, and there was no evidence to decide who the culprit belonged to (Kelly 1988: 101).
Another form of co-operative farming is *comar* (→)

Sources:
DIL [*comingaire*]; GEIL 101, 146

Corpus Iuris Hibernici:
6.23-6, 192.1-33, 449.28, 576.24-577.24

Related bibliography:
BB § 34 (CIH 449.28); *Comingaire*-text (CIH 192.1-33, 576.24-577.24); Heptad 5 (CIH 6.23-6)

comláthar "complicity"
He who assisted, protected and advised the perpetrator of an offence. He had to be punished to the same degree as the culprit (Kelly 1988: 156). According to DIL it does not have a technical meaning.

Sources:
DIL [*comláithre*] [*comláthar*]; GEIL 156

Related bibliography:
CA 30 § 47

comraite "deliberate intent"
Opposed to negligence (→ *anfot*). According to DIL it does not have a technical meaning.

Sources:
DIL [*comraite*]; GEIL 145

congbáil (< *con-gaib*) "entertainment"
Public duty of maintaining king (→ *rí*) or army. In legal texts it seems to refer to housing and feeding individuals who where gathered for some public meeting (Gerriets 1987: 49). Probably the term should be associated with the obligations of clientship (→ *céle*) (Gerriets 1987: 49).

Sources:
CMCS xiii (1987) 49; DIL [*congbáil*] (b); GEIL 31

Corpus Iuris Hibernici:
525.11

conn "guardian (lit. head, mind)"
Person legally responsible of another, presumably a near kinsman (→ *bráthair*), such a father (→ *athair*) or brother (Kelly 1988: 92).
dí~ "headless person"
Dependent person with no other superior than the king (→ *rí*) (Kelly 1988: 25).
❷~ "legally incompetent, senseless"
The woman (→ *bé*), the child (→ *macc*), the dependent son of a living father (*macc béoathar* → *macc*), the insane person (→ *dásachtach*, *drúch*, *mer*), the slave (→ *cumal*, *mug*), and the unransomed captive (→ *cimbid*). In

general, a ~ had not independent legal capacity, and therefore could not make a contract (→ *cor*) without the authorisation of his or her legal guardian, carry or distraint (→ *athgabál*), or act as a witness (→ *fíadu*) or surety (→ *aitire*, *naidm*, *ráth*), etc. (Kelly 1988: 68). Also called *báeth* (→).

es~ "person whose sense has deparated"

Senile person legally incapable because of his or her mental condition (Kelly 1988: 94).

so~ "legally competent person"

Sources:
DIL [*conn*] (b) (c); GEIL 92, 95; *dí~*: GEIL 25; *é~*: GEIL 68, 93-4; *es~*: GEIL 93-4, 154; *so~*: GEIL 159

Corpus Iuris Hibernici:
124.9-10, 269.23, 271.10, 405.12, 420.30-1, 939.10-1, 992.12, 1180.23, 1459.8-9, 2193.17-8; *dí~*: 218.32, 2011.27; *é~*: 351.26; *es~*: 405.12, 596.16-9, 1459.8-9

Related bibliography:
Ériu xiii 33; *es~*: Bürgschaft 19-20 § 59 (CIH 596.16-9); Triad 235

cor (bél) "contract"

Official legal agreement formally witnessed by which a contractor (→ *féchem*) confer some benefit or consideration (→ *folud*) on the other party in return for a counter-benefit (*frith-folud*) (Kelly 1988: 158). It was usually reinforced at the time of its conclusion by one or more of the various kinds of sureties (→ *aitire*, *naidm*, *ráth*) (Binchy 1941: 81). Until sunset on the day a ~ was made either party could change his mind and cancel the agreement (Kelly 1988: 158). After this period they could not back out of the ~ – whether it was advantageous or disadvantageous (→ *saithiud*), unless there was fraud or some other legal defect (Kelly 1988: 159). In case of *díupart* (→) the contract could be rescinded or adjusted (Kelly 1988: 160).

Exchanges made in the contexts of long-term relationship (Chapman Stacey 1990: 47) were totally immune from claim or challenge even though no guarantors had been appointed to secure them (Chapman Stacey 1990: 40). For once a payment had been made, it was unlikely to be reclaimed by the individual who had paid it, since to do this would be to terminate the relationship. Only if the recipient himself had not lived up the obligation inherent in the relationship might the immunity of the payment be challenged. The expectations of the social network within which individuals operated set the standards for their conduct, while the fact that people had to rely on relationship such as lordship (→ *flaith*) and kinship (→ *fine*) for their social and economic well-being ensured their adherence to these norms. At risk was nothing less than

the social network through which law and order were themselves effected (Chapman Stacey 1990: 48).

A person could not contract independently for an amount greater than his honour price (→ *lóg n-enech*). If he wanted to enter such a contract he had to get permission from his kin (→ *fine*) (Kelly 1988: 158). His kin-group could dissolve his contracts in cases where the kinsmen would be liable to pay for any losses which he could sustain thereby (Kelly 1988: 162).

Certain categories of person were incapable of making a valid ~ in their own right: women (→ *bé*) (Kelly 1988: 160), minors (→ *macc*), slaves (→ *cumal*, *mug*), captives (→ *cimbid*), aliens (→ *deorad*), etc. A ~ made when either party was in a state of drunkenness was normally invalid. However, a ~ relating to joint ploughing (→ *comar*), clientship (→ *céle*) or the law of neighbourhood (→ *comaithches*) was valid though made in drunkenness (Kelly 1988: 154). All ~ made under duress in fear or in ignorance were invalid (Kelly 1988: 159).

do~ "disadvantageous contract"

so~ "advantageous contract"

~ was the Irish equivalent of the *stipulatio* of Roman law, the solemn verbal contract It covered all commercial undertakings, as well as agreements to marry, to foster, to engage a co-operative farming, to enter clientship, etc. (Binchy 1941: 81). Another common term for contract in the law-texts is *cundrad* (→) (Kelly 1988: 158).

Sources:

Celtica ix (1971) 159-60 [note 6]; CG [*cor*]; CMCS xx (1990) 39-50, 57-9; DIL [*cor*] 1.12; GEIL 93, 121, 122, 153, 154, 158-63, 172-3, 193; *do~*: GEIL 76-7; *so~*: GEIL 81

Corpus Iuris Hibernici:

24.11-25.5, 25.14, 227.7-10, 351.26, 427.1-18, 443.29-444.6, 459.14, 459.23-460.2, 489.8-27, 491.24, 508-12, 511.19-22, 512.22-4, 524.18-9, 536.23, 536.24, 591.8-592.13, 592.17, 593.39, 596.30, 597.21-3, 727.29, 786.32-4, 985.24-1002.31, 1118.21, 1194.10-1198.20, 1247.22-3, 1348.21-1359.25, 1591.20-1, 1962.27-1963.35, 2040.28-2045.36, 2046.34-2050.32, 2159.27; *do~*: 507.16-8, 512.29-31; *so~*: 45.17-46.22, 505.35-506.26, 536.1, 536.2-3, 2193.5-6

Related bibliography:

Berrad Airechta §§ 1-15 (CIH 591.8-592.13); Bürgschaft 6-8 (CIH 591.8-592.13), 8 § 17 (CIH 592.17), 11 § 37 (CIH 593.38-9), 21 § 62 (CIH 596.30), 24 § 65 (CIH 597.21-3); CL §§5, 21 (CIH 512.22-4), 22; Contract; DAC (985.24-1002.31, 1194.10-1198.20, 1348.21-1359.25, 1962.27-1963.35, 2040.28-2045.36, 2046.34-2050.32); *Díre*-text § 38; Ériu xiii (1942) 23.26 (CIH 1118.21); xvii (1955) 66 §§ 6 (CIH 459.14), 7 (CIH

459.23-460.2); Heptad 25 (CIH 24.11-25.5); IR 35 § 38 (CIH 443.29-444.6), 64 § 4 (CIH 427.1-18); SEIL 40 § 19 (CIH 511.19-22), 213 (CIH 443.29-444.6); TC § 19.6-7; Triads 150-1; ZCP xiii 21.17 ff.; xiv (1923) 370 §§ 32-3 (CIH 489.8-27), 375 § 38 (CIH 491.24); xv (1925) 307-8, 322-3; xvi (1927) 177; xviii (1930) 396; *do~*: CL §§ 8 (CIH 507.16-8), 22 (CIH 512.29-31); *so~*: CL § 5 (CIH 505.35-506.26); Heptad 50 (CIH 45.17-46.22); ZCP xv (1925) 311 § 7 (CIH 2193.5-6)

córus (< *cóir*) "prescribed arrangement, regulation"

Sources:
DIL [*córus*]

cró "violent death"
Offences against the person were considered at law to constitute an injury both to the body and the honour. The composition due to the kin (→ *fine*) of a slain man comprised, therefore, both a body-payment (→ *éraic*) and an honour-payment (→ *lóg n-enech*) (McLeod 1986: 55). Hence illegal killing could be extremely expensive (Kelly 1988: 126). However, the law recognised that there were circumstances in which the killing of another person was justified, and therefore entailed no penalty (Kelly 1988: 128). The fixed penalty for homicide was generally called *éraic* (→), but – particularly in the later period – ~ was employed with the same meaning (Kelly 188: 126).

Sources:
DIL [*crú*]; GEIL 125-7, 128-9; ZCP xli (1986) 55

Corpus Iuris Hibernici:
31.19-32.1, 779.19, 866.34; meaning compensation for ~: 574.18-30, 892.39-893.10

Related bibliography:
Heptad 35 (CIH 31.19-32.1); meaning compensation for ~: Celtica xv (1983) 7-8; Ériu i (1904) 214-5 (CIH 574.18-30, 892.39-893.10); The distribution of *cró* and *díbad* (CIH 574.18-30, 892.39-893.10)

cú glas "exile from overseas (lit. green dog)"
Outsider, without legal standing in his own right. If he got married to a woman (→ *bé*) of the *túath* (→) and the union was recognised by the woman's kin (→ *fine*), he was counted as having half his wife's honour-price (→ *lóg n-enech*). He was no entitled to make any legal contracts (→ *cor*) without his wife's permission, and she paid for any fines or debts which he could incur. He had no

responsibility with regard to the rearing of his children (→ *macc*) and was not responsible for offences committed by them (Kelly 1988: 6).

The law texts refer to various types of outsider (→ *ambue*, *deorad*, *murchoirthe*), and the distinctions between them are not always clear (Kelly 1988: 5).

Sources:
GEIL 6

Corpus Iuris Hibernici:
22.8, 31.8, 427.4-18, 442.13, 917.18

Related bibliography:
IR 31 § 33 (CIH 442.13); 64 § 4 (CIH 427.4-18); ZCP xxxi (1970) 3-4

cumal "female slave or equivalent"
At the bottom of society (Kelly 1988: 95), the ~ was simply the property of her master (Kelly 1988: 11). A man who impregnated a slave-woman belonging to somebody else must himself arrange for the rearing of the child (→ *macc*) (Kelly 1988: 95). Whatever his paternity, the son of a slave woman could not become a lord (→ *flaith*).

The ~ worked at the quern, the kneading slab and trough, and at other domestics tasks (Kelly 1988: 96). For any further information about both male and female slaves (→ *mug*).

The basic meaning of ~ was 'female slave'. More often, however, ~ was used as a unit of value. Originally this presumably meant that female slaves were actually handed over for a payment. But it is clear that already by the seventh century some other currency (→ *bó*, *sét*) could be substituted for female slaves (Kelly 1988: 112).

Sources:
CG [*cumal*]; DIL [*cumal*]; GEIL xxiii, 11, 95-6, 112; SEIL 104-5; ZCP xlii (1987) 87-9

Corpus Iuris Hibernici:
20.28, 233.10-1, 285.36, 467.32-3

cunnrad "contract, agreement"
It is not clear how a ~ differed from a *cor* (→), but it seems to be used particularly of commercial agreements (Kelly 1988: 158 – note 1).

Sources:
GEIL 158 [note 1]

dairt "yearling heifer"
Unit of currency (see also *bó*).

Sources:
DIL [*dairt*]; GEIL xxiii, 114; ZCP xlii (1987) 99-100

daltae "fosterson"
He could not make an independent legal contract while on fosterage (→ *altramm*) (Kelly 1988: 88).

Sources:
DIL [*daltae*]; GEIL 88-91

Corpus Iuris Hiberinici:
438.5-10, 491.24

Related bibliography:
IR 19 § 20 (CIH 438.5-10); ZCP xiv (1923) 375 § 38 (CIH 491.24)

dám "retinue"
Right of each lord (→ *flaith*) to be accompanied by a fixed number of person, drawn largely – if not entirely (Binchy 1941: 107) – from his clients (→ *céle*) (Binchy 1941: 82). The number of the ~ varied with the rank of the person accompanied. Certain of the higher grades were allowed a larger ~ when engaged on public affairs (Binchy 1941: 82). This institution was doubtless originally confined to the nobles (→ *flaith*) (Binchy 1941: 82).

Sources:
CG [*dám*] [*sóer-rath*]; DIL [*dám*]

dartaid "yearling bullock"
unit of currency (see also *bó*)

Sources:
DIL [*dartaid*]; GEIL xxiii, 114; ZCP xlii (1987) 99-100

dásachtach "person with manic symptoms who was liable to behave in a violent and destructive manner"
A ~ was not brought away on sick-maintenance (→ *othrus*) and was paid a fine instead because it was difficult to guard him.

In general, responsibility for an offence (→ *cin*) committed by a person of unsound mind devolved on his or her guardian (→ *conn*) (Kelly 1988: 92).

Sources:
DIL [*dásachtach*] i (a) (b); GEIL 92-4, 154

Corpus Iuris Hibernici:
7.11-2, 420.31, 1276.18-1277.13, 1459.8-9, 2289.10-1

Related bibliography:
Do Drúthaib (CIH 1276.18-1277.13); Ériu xi (1932) 68-72 (CIH 1276.18-1277.13); xii (1938) 12 § 12 (CIH 2289.10-1); Triad 205

déis "vassalry"
Authority and rights of a noble (→ *flaith*) over those who were bound to him by certain services (Binchy 1941: 82). In a wider sense, the prerogatives of noble (as opposed to commoner) which arose from (a) the recognition of his hereditary rank, (b) the 'office' or function he performed in the territory, (c) his clients (→ *céle*), free and base, (d) his *senchléithe* (→) (Binchy 1941: 82).

Sources:
CG [*déis*]; DIL [*déis*] (b); GEIL 27; PRIA xxxvi C (1921-24) 274

deorad "outsider"
The ~ could be a stranger outside his own *túath* (→), an exile or even an outlaw (Byrne 1971: 132). The rights of the ~ were very restricted (Kelly 1988: 5).

The law texts refer to various types of outsider (→ *ambue*, *cú glas*, *murchoirthe*), and the distinctions between them are not always clear (Kelly 1988: 5). The usual course of action for an outlawed person must have been to leave his own territory as a ~, perhaps in the hope of being taken on as a servant or bodyguard elsewhere. Such an exile could even establish himself as a legally-recognised *aurrad* (→) in another territory (Kelly 1988: 223).

Sources:
DIL [*deorad*]; Ériu xxii (1971) 132; GEIL 5, 160, 223

Corpus Iuris Hibernici:
307.12, 536.24, 593.38, 1122.20-22, 1631.1

Related bibliography:
Ériu xiii (1942) 29.15-7 (CIH 1122.20-22)

díbad "inheritable assets"
Property of a deceased person.

Sources:
DIL [*díbad*] ii; GEIL 78 [note 79], 79 [note 83], 157

Corpus Iuris Hibernici:
441.6-7, 600.1-601.11

Related bibliography:
Ériu i (1904) 214-5 (CIH 600.1-601.11); IR 27 § 28 (CIH 441.6-7); The distribution of *cró* and *díbad* (CIH 600.1-601.11)

díchell (< *di-cíall*) "negligence (lacking in attention)"
The law-texts employ a number of terms to cover various form of negligence: *anfaitches* (→), *anfot* (→), ~, *étged* (→). On the basis of scattered information available in the law-texts and other sources it does not seem possible to define these terms with greater precision (Kelly 1988: 152).

Sources:
DIL [*díchell*] 1; GEIL 152

Corpus Iuris Hibernici:
6.1-2

dígal (< *do-fich*) "vengeance"
Obligation of the kinsmen (→ *bráthair*) of a dead men to carry out a blood-feud with the victim's killer if he had not paid the fine (→ *éraic*) due (Kelly 1988: 127). ~ was strictly a kin-matter (McLeod 1987: 47). The feud is societally beneficial so long as it does not come to violent resolution but rather forces the payment of compensation and thus peaceful resolution of the conflict. The rules of feud are generally relaxed where the vengeance is inter- rather than intra-communal. Allowing such a feud to express itself in violence will not split the community, it may in fact have a rallying, consolidating effect (McLeod 1987: 47). Every society develops ways of ensuring that conflicts are not resolved by violence destructive of its framework but rather, are dealt with in a controlled fashion. The feud is always regulated and usually severely restricted. Eventually it is specifically outlawed (McLeod 1987: 48).

Sources:
DIL [*dígal*]; GEIL 127; ZCP xlii (1987) 47-8

Corpus Iuris Hibernici:
486.33

Related bibliography:
CG pp.70-2 [*aire échta*]; ZCP xiv (1923) 364 (CIH 486.33); xlii (1987) 46-50

díguin (< *do-guin*) "violation of protection"
Grave offence against a man's honour that arose from the violation of his protection (→ *snádud*), i.e. when somebody who stood under his protection was slain or wounded. For this outrage he was entitled to the full amount of his

honour price (→ *lóg n-enech*) from the guilty party, over and above the penalties (→ *éraic*, *othrus*) that were due to the victim or the victim's kin (→ *fine*) (Binchy 1941: 82-83).

About the residence of every freeholder (→ *aire*) was a precinct, the extent of which varied according to his rank. Any grave injury inflicted upon another within this area was considered as a ~ (Binchy 1941: 83). It came then to imply special immunity from trespass (Mac Neill 1923: 284). Eventually ~ came to be used in a wider sense for any 'outrage' or 'insult' suffered by one person through violence offered to another (Binchy 1941: 83).

Sources:
CG [*díguin*]; DIL [*díguin*]; GEIL 141; PRIA xxxvi C (1921-24) 284

díles (< *dí-les*) “immune from legal process”
Any situation incapable of being altered by legal process. This term had two very different meaning, according to the advantage or the detriment of the person concerned.:
1) ‘indefeasibly entitled, held in absolute ownership’, when it referred to proprietary rights
2) 'immune, free from liability' when it referred to acts or omissions (Binchy 1941: 83)

óg~ “totally unprotected by law”
A wrongdoer had no legal recourse if an offence was committed against him (Kelly 1988: 222).

dílse “immunity from legal process”

dílsigud “forfeiture”
The word ~ indicated an absolute right to something, without any further obligations (Gerriets 1987: 67).

Sources:
CG [*díles*]; CMCS xiii (1987) 67; DIL [*díles*] i; GEIL 222; *óg*~: GEIL 222 [note 43]

Corpus Iuris Hibernici:
866.34; *óg*~: 324.7

dindís (< *do-indet*) “denial of guilt in case of secret murder (*duinetháide* → *táide*)”
According to DIL, ~ simply means ‘oath’.

Sources:
GEIL 200 [note 68]

Corpus Iuris Hibernici:
390.5, 403.5

díre "off-payment, penalty-fine"
Any mulct in excess of equivalent restitution. Hence, in the tracts of status, ~ was frequently used instead of *lóg n-enech* (→) (Mac Neill 1923: 271).
ban~ "female honour-price"
corp~ "body-fine"
lán~ "full payment"
Payment received for the illegal killing of a person's father (→ *athair*) or mother; presumably equivalent to his own honour-price (→ *lóg n-enech*) (Kelly 1988: 126).

In the majority of examples, ~ means honour-price; occasionally it means 'penalty, mulct' in a more general sense. There is, however, a historical connection between the two meanings: in the earliest period every penalty was calculated on the basis of the honour-price of the injured party; the fixed tariff of fines, which remained the same for all classes, was the product of a more advanced stage (Binchy 1941: 84).

Sources:
CG [*díre*]; DIL [*díre*] (a) (b); GEIL 131, 134 [note 71], 139, 149, 215; PRIA xxxvi C (1921-24) 271; *ban~*: GEIL 267; *lán~*: GEIL 126

Corpus Iuris Hibernici:
13.1, 15.14, 388.18-26, 436.33; meaning honour-price: 42.1-13, 444.11, 922.12-923.17

Related bibliography:
CA 26 § 38; Heptad 10 (CIH 13.1); meaning honour-price: *Díre*-text (CIH 922.12-923.17, 436.33, 444.11); Heptad 47 (CIH 42.1-13); IR 1-37 (CIH 922.12-923.17, 436.33, 444.11); PRIA xxxvi C (1921-24) 315; ZCP xix (1933) 346

díthim (< *di-tuit*) "forfeiture; delay in pound"
1) "forfeiture"
In the older system of *athgabál* (→), ~ meant a period at the end of which the whole of the distress was immediately forfeit (Binchy 1973: 61).
2) "delay in pound"
After the seizure (→ *tóchsal*) the distrained chattels remained in the pound for a further period before they began to become forfeit. During the ~, which corresponded in length to the *anad* (→), the only additional liability incurred by the defendant was the cost of feeding the distrained animals. At any time during the ~ he could redeem the distress (→ *athgabál*) by giving a pledge

(→ *gell*) for the original amount due plus the expenses of maintenance in pound (Binchy 1973: 50).

The primary meaning of ~ was 'lapsing, becoming forfeit', and outside the context of distress (→ *athgabál*), this was its normal sense, even in legal texts (Binchy 1973: 47).

It is curious, then that the word should have developed a special meaning in the process of distress, which after all was based on pledges (→ *gell*) too, except that these were taken against the will of the other party, rather than handed over voluntarily by him or on his behalf. This semantic shift goes back to an early change in the law, due to the introduction of the *lobad* (→) (Binchy 1973: 48).

Sources:
DIL [*díthim*]; meaning delay in pound: Celtica x (1973) 47-50, 61; GEIL 179

Related bibliography:
meaning delay in pound: Bürgschaft 12 § 38; ZCP xiii 23

díupart "over-reaching"
Contract (→ *cor*) containing a fault which could not reasonably have been detected or predicted by the disadvantaged party (→ *féchem*) (Kelly 1988:160). It could be rescinded or adjusted within ten days of discovering the defect in the contract (Kelly 1988: 163). The main difference between ~ and *saithiud* (→) is that in a case of *saithiud* the disadvantaged party knew of the defect at the time of the agreement whereas in a case of ~ he did not (Kelly 1988: 160).

According to DIL, ~ simply means fraud.

Sources:
DIL [*díupart*]; GEIL 160, 163

Corpus Iuris Hibernici:
987.18, 992.37-8, 2192.11-2

Related bibliography:
Contract; DAC §§ 26 (CIH 992.37-8), 48 (CIH 987.18); SEIL 27; ZCP xv (1925) 307 § 2 (CIH 2192.11-2)

dliged (< *dligid*) "right, law, entitlement"
Principle regarded as basis of belief or action in sense of Latin *ratio*. Hence law in wide sense, code or tradition based in authority of some kind (DIL).

dligthech "lawful, legally recognised"
It conveyed the idea of *vinculum iuris* uniting the parties (→ *féchem*) to an obligation, whether viewed from the aspect of right or duty (Binchy 1941: 84).

Sources:
CG [*dliged*]; DIL [*dliged*]; GEIL 159 [note 10], 191, 197

Corpus Iuris Hibernici:
634.11, 1591.20-1

dóer "unfree, dependant"
~ included *fuidir* (→), *senchléithe* (→), *mug* (→) and *cumal* (→).

In Indo-European society there was first of all a twofold division of society into the superior and the subservient (McLeod 1986: 58). In Irish society they corresponded to *sóer* (→) and ~.

Sources:
DIL [*doír*] (a); GEIL 9, 11; ZCP xli (1986) 58

dormun "concubine"

Sources:
DIL [*dorman*]; SEIL 94 ff.

drécht gíallnae "*corvée* of base client"
Fixed amount of manual labour due from the base client (→ *céle*) to his lord (→ *flaith*) (Kelly 1988: 30).

Sources:
CMCS xiii (1987) 46; GEIL 30

Related bibliography:
CG 570 [and note]

druí "druid"
The function of druids as a group was the cultivation and maintenance of sacred wisdom in its various applications. Sacred wisdom was embodied in poetry (Watson 1981: 166). By the time of the law-texts the advance of Christianity had reduced their position to that of sorcerers or witch-doctors (Kelly 1988: 60) and the men of native learning abandoned the designation of ~, closely associated with heathen belief and practice, and became afterwards known as *filid* (→ *fili*) (Mac Neill 1923: 268). The ~ of pre-Christian Ireland had a similarly high status to their British and continental counterparts, the *druides* of Latin sources (Kelly 1988: 59-60). However, it is difficult to make a definite

statement about the ~'s role because no records survive from them, and others' accounts of their activities could be based on ignorance or prejudice (Kelly 1988: 60).

Sources:
DIL [*druí*]; ÉC xviii (1981) 166-7; GEIL 59-61; PRIA xxxvi C (1921-24) 268

Corpus Iuris Hibernici:
48.11, 1480.12-3, 1482.30, 1612.8, 2220.14, 2300.6-10

Related bibliography:
Éigse x (1961-63) 338; Ériu xii (1938) 40 § 51 (CIH 2300.6-10); Thes. ii 357.8

drúth "imbecile, person not responsible for his actions"
He was not brought away on sick-maintenance (→ *othrus*) but was paid a fine instead because it was difficult to guard. In general, responsibility for an offence (→ *cin*) committed by a person of unsound mind devolved on his or her guardian (→ *conn*), but lesser injuries caused by a ~ did not required compensation: it was responsibility of the passer-by to keep out of his or her way (Kelly 1988: 92). On the other hand, anyone who incited a ~ to commit a crime must himself pay the fine.

A sane woman (→ *bé*) who born a child (→ *macc*) to a ~ was obliged to rear it unaided (Kelly 1988: 93). Folly and adultery or illicit love are connected both linguistically and symbolically. The word ~, for instance, was originally an adjective meaning 'wanton, unchaste', related to the abstract noun *drús*, meaning 'amorous desire or lust' (Clancy 1993: 106).

In some law-texts *mer* (→) seems to be used mainly of women and ~ of men. However, there are clear instances of a male *mer* and a female ~ (Kelly 1988: 92 – note 196).

Sources:
DIL [*drúth*] ii; Ériu xliv (1993) 105-24; GEIL 92-4 [and notes], 154

Corpus Iuris Hibernici:
7.11-2, 271.10, 351.26, 372.21, 519.23, 1264.33, 1276.18-1277.13, 1575.15, 2107.21-35, 2289.10-1

Related bibliography:
De druthbrethaib (CIH 2107.21-35); *Do Drúthaib* (CIH 1276.18-1277.13); Ériu xi (1932) 68-72 (CIH 1276.18-1277.13); xii (1938) 12 § 12 (CIH 2289.10-1); Triad 205

elguin "malice"
Committing a mischief or crime with deliberate intention (DIL).

Sources:
DIL [*elgon*]; GEIL 152

Corpus Iuris Hibernici:
6.1-2

élúd "evasion of a legal obligation"
~ach "absconder from justice, evader of the law"
A ~ lost his rights in society (Kelly 1988: 222) and could not be given protection (→ *snádud*), even by a high-ranking *nemed* (→) (Kelly 1988: 80). Anybody who harbours an ~ lost his honour-price (→ *lóg n-enech*) (Kelly 1988: 223).

Usual term for failure on part of the *céle* (→) to pay his legal due (DIL).

Sources:
DIL [*élúd*] [*élúdach*] ii (b); GEIL 181; *~ach*: GEIL 9-10, 80 [note 97], 95, 222, 223, 224

Corpus Iuris Hibernici:
15.7-8, 47.1, 55.1-6, 451.23-7, 782.4, 2121.5

Related bibliography:
BB § 39 (CIH 55.1-6, 451.23-7); pp. 144 [notes], 146 [notes]; CG 306 (CIH 782.4); Heptad 63 (CIH 55.1-6, 451.23-7); ZCP xiv (1923) 343 § 5

ennac "innocent party"

Sources:
DIL [*ennac*]

éraic (< *as-ren*) "wergild"
Fixed penalty for homicide, amounting to seven *cumala* (→ *cumal*) for every freeman (→ *sóer*) irrespective of rank (Binchy 1941: 86). The ~ went in full to the victim's kin-group (*derbḟine* → *fine*), apart from an enforcer's third which could be deducted if it was necessary for payment to be enforced by a lord (→ *flaith*) or other person of power (Kelly 1988: 126). The maternal kin (*máithre*) was entitled to one seventh of the ~ (Kelly 1988: 15). If the ~ was expensive the culprit's kinsmen were expected to contribute to the payments. But there could have been occasions when the kin was reluctant or unable to pay for a killing by one of its members. In such circumstances the victim's kin could hold the killer

captive (→ *cimbid*) until such time as payment was made or could put him to death or sell him to slavery (Kelly 1988: 126-127).

The term ~ came to be used also of the fixed penalty for corporal injuries (which was always a fraction of that for homicide) (Binchy 1941: 86).

Sources:
CG [*éraic*]; DIL [*éraic*] (c); GEIL 15, 78 [note 79], 79 [note 83], 126-7, 134 [note 71], 135, 156, 235 [note 33]; ZCP xli (1986) 55

Corpus Iuris Hibernici:
31.19-32.1, 42.1-13, 430.21-2, 442.13-5, 519.2, 778.20, 2015.10-3

Related Bibliography:
CG 85 (CIH 778.20); Heptads 35 (CIH 31.19-32.1), 47 (CIH 42.1-13); IR 14-5; SEIL 71 § 35 (CIH 519.2)

errech "unauthorised loan"
In order to discharge an obligation which would otherwise remain unsatisfied and involve him in fines for delay, a person could take an ~ of property belonging to a kinsman (→ *bráthair*), even in the latter's absence, and if he made restitution within a given time no interest (→ *fuillem*) or penalty was due (Binchy 1941: 879. The king (→ *rí*) had much wider powers of ~. He could requisition the property (in practice of stock) of any of his subjects by means of a forced loan in any of the following circumstances:

1) while he was engaged in reducing a rebellious *túath* (→) to obedience he was entitled to requisition from the inhabitants as much as could be required to satisfy any claims which had been refused by the territory in revolt and to cover the cost of the expedition. In this case he had not to restore the mount requisitioned, provide that the 'invasion' was really to enforce a lawful claim (Binchy 1941: 87).
2) When travelling within his own *túath* in the company of a king from outside, he could feed his party (→ *dám*) by ~ until a royal fort was reached.
3) He could take dry cattle to feed his army after a military expedition against a neighbouring *túath* (→) (Kelly 1988: 119).

In both the latter cases he had to recompense the owner of the cattle (Binchy 1941: 87).

The term ~ was also used of the king's (→ *rí*) power to provision the army while subjugating a *túath* (→) which resisted his rightful overlordship. In this case no recompense was made (Kelly 1988: 119).

Sources:
CG [*errech*]; DIL [*airrach*] (a); GEIL 119

Corpus Iuris Hibernici:
570.1-5

Related bibliography:
CG 559-65 (CIH 570.1-5), p. 87

esáin "refusal of hospitality"
Refusal of the hospitality (→ *bíathad*) to which every person, together with the appropriate 'company' (→ *dám*), was entitled while on journey. The victim of such refusal could claim full honour-price (→ *lóg n-enech*) (Binchy 1941: 879. If a person indirectly caused another person to refuse hospitality to a guest, he had himself to pay the honour-price of the embarrassed host (Kelly 1988: 140).

Also called *etech*. According to Breatnach a clear distinction between the two terms has not been found.

In DIL [*esáin*], ~ does not seem to have this technical meaning.

Sources:
CG [*esáin*]; GEIL 139-40, 200 [note 68]

Corpus Iuris Hibernici:
13.1, 14.1-2, 15.15, 572.14, 1123.22-4, 2298.2

Related bibliography:
BC § 43 (CIH 2298.2); Ériu xii (1938) 34 (CIH 2298.2); xiii (1942) 30.33-6 (CIH 1123.22-4); Heptads 10, 15

esert "absentee"
One who neglected his holding (→ *fintiu*) or failed to perform the duties connected with it (DIL). A near kinsman (→ *bráthair*) could be distrained to do the job in his stead (Kelly 1988: 100).

Sources:
DIL [*esert*]; GEIL 100

Corpus Iuris Hibernici:
75.24-7

étged "offence through inadvertence"
In general, ~ required merely the replacement (→ *aithgein*) of the object damaged or destroyed (Kelly 1988: 152). A person who injured another through inadvertence only provided sick-maintenance (→ *othrus*) (Kelly 1988: 153).

The law-texts employ a number of terms to cover various form of negligence: *anfot* (→), *anfaitches* (→), *díchell* (→), and ~. On the basis of

scattered information available in the law-texts and other sources it does not seem possible to define these terms with greater precision (Kelly 1988: 152).

Sources:
DIL [*etge*(*d*)]

Corpus Iuris Hibernici:
250.1-337.36, 925.1-945.19, 1066.16-41, 1459.33

Related bibliography:
Bretha Etgid (CIH 250.1-337.36, 925.1-945.19, etc.); GEIL 152-3

fásach "legal precedent, decision which had passed into a maxim (DIL)"
~ is found only in law-texts or in legal contexts (Kelly 1988: 196). It seems always to consist of a single sentence (Kelly 1988: 197).

Sources:
DIL [*fásach*] 1; GEIL 196-7

fásc "notice"
In the case of distraint of a surrogate's property (*athgabál inmleguin* → *athgabál*), the distrainer had to notify the surrogate of the offence for which his cattle were being taken, where they where impounded, and the identity of the *fethem* (→) who was acting on behalf of the plaintiff (Kelly 1988: 180). The duty of ~ belong to the very earliest stage in the evolution of *athgabál* (→) and may have existed before any preliminary notice (→ *apad*) was necessary (Binchy 1973: 47).

Sources:
Celtica x (1973) 46-7, 64; DIL [*fasc*]; GEIL 180

Corpus Iuris Hibernici:
421.26-30

féchem (< *fíach*) "contractor"
Either of the parties to a legal dispute, plaintiff and defendant, creditor and debtor (Binchy 1976: 19). The rule that a ~ could contract only up to the amount of his honour-price (→ *lóg n-enech*) is not found in the oldest legal texts (Binchy 1941: 88).

Sources:
Celtica xi (1976) 18-9; CG [*féchem*]; DIL [*féchem*]; GEIL 158

Corpus Iuris Hibernici:
511.19-22

Related bibliography:
Bürgschaft 15 §§ 49-51; CCF 71 § 34, 82 § 77; Ériu xx (1966) 176; SEIL 40 § 19 (CIH 511.19-22)

feis "cattle trespass"
Trespass by lying down and grazing (DIL).

Sources:
DIL [*feis*] 2 (d)

fénechas (< *Féni* →) "customary or traditional law"
Traditional body of native custom which was preserved by oral tradition in the law schools. When the laws were first written down much of the ~ was incorporated in the texts, and it forms the oldest stratum of the latter. For mnemonic purposes it was usually in a primitive form of verse, or rhythmical alliterative prose (Binchy 1941: 88). Irish Law was based on a tradition of 'immemorial usage', and was thus akin to and entwined in the other branches of the *fili*'s (→) learning (Mac Cana 1970: 68).

Sources:
CG [*fénechas*]; DIL [*fénechas*]; GEIL 234 [note 31]; Stud. Celt. v (1970) 67-9

Féni "freemen of full legal capacity"
~ was at one time a distinctive racial designation. But throughout the later juristic writings, the ~ were no longer a race, they were a class (Mac Neill 1923: 267). The term ~ was used to describe all freemen (→ *aire*) who possessed legal status and capacity without distinction of rank. In later tracts, however, ~ was used in a much more restricted sense: it denoted freemen of plebeian as opposed to the noble rank (→ *flaith*) (Binchy 1941: 88-89). It seems probable that originally the *bóaire* (→ *aire*) was the sole grade recognised by law among the ~. Later the *ócaire* (→ *aire*) and the *fer midboth* (→ *fer*) were recognised as separate grades (Binchy 1941: 77).

Sources:
CG [*bóaire*] [*Féni*]; PRIA xxxvi C (1921-24) 267

fer "man, husband"
~ fothlai "man of withdrawal"
A farmer who had inherited or otherwise acquired double the property of the ordinary commoner and who expended the surplus in purchasing clients (→ *céle*). As the possession of clients was the chief difference between nobles (→ *flaith*) and commoners, the ~ stood as it were half-way between the two

(Binchy 1941: 89). A ~ took three generations to become a full lord (Kelly 1988: 28).

~ *medóngaite* "man of middle theft (→ gat)"

The man who received stolen goods was guilty of a crime only if he was aware that the goods were stolen (Kelly 1988: 148).

~ *midboth* "man of middle huts"

Fostered youth in the process of leaving his father's (→ *athair*) and establishing his own (McLeod 1987: 77). He was a propertied youth who had a fairly broad contract (→ *cor*) capacity but who needed his father's authorisation to enter in clientship (→ *céle*) (McLeod 1987: 66).

If a boy under twenty inherited his share of the kin-land (→ *fintiu*), and thus acquired the property qualifications of an independent freeman (→ *aire*), the status of his oath (→ *luge*) still remained at the level of a ~ (Kelly 1988: 82-3).

~ status was also shared by persons who were no longer youths who had no property at all to give them full free status (McLeod 1987: 77):

– a male freeman who set up house on his father's land, still subject to his father, but having his own honour-price (→ *lóg n-enech*) and some limited legal capacity (Kelly 1988: 11). The status of his oath of a man remained at that of a ~ until he inherited, even if this did not happen until he was old (Kelly 1988: 82-83).
– the last surviving member of an impoverished family (→ *fine*). In this case his lack of property kept him into the status of ~ (McLeod 1987: 67).

Sources:

DIL [*fer*]; *ferfothlai*: CG [*ferfothlai*]; GEIL 12, 28; *fer medóngaite*: GEIL 148; *fer midboth*: CG [*fer midboth*]; Ériu xxxiii (1982) 59-63; GEIL xxiii, 8, 11, 82 and notes, 140; PRIA xxxvi C (1921-24) 269, 277; ZCP xlii (1987) 60, 66-8, 77

Corpus Iuris Hibernici:

~ *fothlai*: 566.18-9, 583.33, 781.9-10; ~ *midboth*; 777.20-36, 778.5-21, 1609.9, 1610.21, 2308.34-7

Related bibliography:

~ *fothlai*: CG 248-9 (CIH 781.9-10), 335 (CIH 566.18-9); PRIA xxxvi C (1921-24) 293-4; ~ *midboth*: BDC § 13 (CIH 2308.34-7); CG 23-46 (CIH 777.20-36), 63-86 (CIH 778.5-21), pp. 89-90, note to 1 and 66; Ériu xx (1966) 30 (CIH 2308.34-7); IR 83-7; PRIA xxxvi C (1921-24) 283-4, 285-6; ZCP xiv (1923) 347

fethem (< *fethid*) "tutelar, guardian"
The ~ spoke for his kinsmen (→ *bráthair*) or other dependants when they came to seek justice from the king (→ *rí*). He could be a lord (→ *flaith*) or simply the head of his kin (*ágae fine* → *fine*) (Binchy 1976: 22). Later, when the monopoly of justice had been superseded by a system of arbitration, the ~ was still the spokesman for his inferiors before a *brithem* (→). Later still, the development of a separate legal professional produced a new functionary, the *aigne* (→) (Binchy 1976: 22). Finally, by the time of the law-texts, ~ and *aigne* had become virtually synonymous, except that the former was usually spoken of as a pleader in court (→ *airecht*) only, whereas the *aigne* was assigned a wider range of duties. These suggestions, however, are based on comparatively slender evidence. An alternative theory would be that the two terms reflected differences in regional custom (Kelly 1988: 23).
~nas "legal representation, advocacy, pleading"

Sources:
Celtica xi (1976) 18, 20-3; GEIL 57

Corpus Iuris Hibernici:
591.24

Related bibliography:
Bürgschaft 7 § 4 (CIH 591.24); CCF 71 § 34, 82 § 77; Ériu xx (1966) 176

fíach "vinculum iuris"
Originally it meant the vinculum which bound both parties (→ *féchem*) together and accordingly included rights as well as duties. But already in the canonical texts it has been narrowed to mean 'debt', and eventually 'fine, penalty' (Binchy 1976: 18). The semantic history of ~ may be compared to that of Lat. *obligatio* (Binchy 1976: 18).

Sources:
Celtica xi (1976) 18; DIL [*fíach*] 1

fíadu "eye-witness"

fíadnaise "evidence"
A person could only give ~ of what he had seen or heard, and had to be prepared to swear (→ *tongid*) in support of his ~. The ~ of a single witness was usually regarded as invalid (Kelly 1988: 203). A person who beard false ~ lost his honour-price (→ *lóg n-enech*) (Kelly 1988: 208). Some persons were excluded from giving ~ in all circumstances. Other witnesses were excluded only in particular cases (if they could bring some advantage to themselves, if they gave

their evidence under the influence of fear, etc.) (Kelly 1988: 206). Our main sources agree in a general ban on female ~. However, as on other limitation on the legal capacity of women (→ *bé*) exceptions were made. The ~ of a woman was valid in the law of female entry (*bantellach* → *tellach*), in relation to various sexual matters and to women's sick-maintenance (→ *othrus*) (Kelly 1988: 207). The evidence of a ~ must be distinguished from the so called 'proof' by oath (→ *luge*) (Binchy 1941: 91).

The rule that a person's evidence was valid only to the amount of his honour-price (→ *lóg n-enech*) is not found in the oldest stratum of legal texts (Binchy 1941: 91).

Sources:
CG [*fíadnaise*]; DIL [*fíadnaise*] [*fíada*] 2; GEIL 158 [note 3], 202-3, 232 [note 19]

Corpus Iuris Hibernici:
45.1-5, 145.30-146.4, 208.15, 231.24-5, 231.29-31, 596.3-597.3, 779.9, 779.34, 966.2-5, 1150.16-1151.2, 1268.3-5, 1419.22-1422.16, 1570.1-8, 2195.2-3, 2197.5-6, 2207.2, 2296.4-5, 2342.12-4

Related bibliography:
Bürgschaft 19-22 (CIH 596.3-597.3); Celtica vi (1963) 227.11 (CIH 208.15); CG 129 (CIH 779.9), 166 (CIH 779.34); *Córus fíadnuise* (CIH 596.3-597.3); Ériu xii (1938) 30 § 37 (CIH 2296.4-5); xxxiii (1982) 161-3; Heptad 49 (CIH 45.1-5); Voc. Inst. Ie. ii 173; ZCP xv (1925) 327 § 19 (CIH 2195.2-3), 345 § 35; xvi (1927) 218-9 (CIH 966.2-5)

fili "poet"
Member of the learned class of Irish society which in the pagan period had been represented by the druid (→ *druí*) (Watson 1981: 166). The ~ had all the functions of the earlier druids except the care of religion (Mac Neill 1923: 273). The rise of Christianity saw the disappearance of the druidic priesthood and its replacement by the Church. The function of the ~, however, was so fundamental that he survived as a vital entity, preserving the native histories, genealogies and other learning which were still considered a part of the sacred realm (Watson 1981: 166).

In the earliest period of which we have explicit evidence, the law (→ *fénechas*) was generally regarded as falling within the province of the *filid*, a natural enough association considering that Irish Law was based on a tradition of 'immemorial usage', and was thus akin to and entwined in the other branches of the ~'s learning. The ~ continued for a long time to have some connection with the study of law (Mac Cana 1970: 68). The degree to which the ~ was involved in the theory and practice of law in the early Irish period is difficult to

assess, and there seems to have been considerable variation in his legal role. Binchy has suggested that the jurists (→ *brithem*) originated as an offshoot from the parent order of ~. In his view such texts as UB, BNt, BNd came from a poetico-legal school in which the separation of law and poetry had not taken place (Kelly 1988: 47). In law-texts emanating from other schools there was less emphasis on the ~'s role in legal matters, and a clear distinction was made between the ~ and the *brithem*. However, there remains a tradition of the ~'s involvement in the original framing of the laws. There is also evidence that the ~ had a role in the practice as well as in the compilation of law (Kelly 1988: 48). Instead of being subsumed under the designation of ~, the legal experts came more and more to be regarded as an autonomous class or profession (Mac Cana 1970: 68).

One of the ~'s most important function was evidently to satirise (→ *áer*) and to praise (Kelly 1988: 43): a king (→ *rí*) could not either become a king or remain one (Watson 1981: 177) without the support of a ~. As the ~'s verse could create and nurture a king, his satire could destroy him (Watson 1981: 178). The ~ seems also to have been entitled to use his power of satire in law-enforcement across boundaries (Kelly 1988: 49). Only the learned classes appear to be entitled to travel freely (Kelly 1988: 5) and have rights beyond the boundary of his own *túath* (→). Indeed, it seems that there was a good deal of contact between the poets of different *túatha* (Kelly 1988: 46).

For each poem commissioned by a patron, the ~ received a fee depending on the nature of the composition. A successful poet could become very rich. However, if he was fraudulent, he lost his *nemed* status (Kelly 1988: 45). In addition to the composition of satires, praise-poems and elegies, the ~ also told stories, and was a repository of traditional lore (Kelly 1988: 47). ~'s high status thus reflects early Irish society's deep preoccupation with honour (*enech*): it was damaged through satire and increased through praise (Kelly 1988: 43).

ban~ "woman poet"

A woman (→ *bé*) could be recognised as a fully-fledged poet, though it must have been regarded as unusual. It is probable that the admission of a woman into the poetic class occurred mainly when a poet had no sons (→ *macc*), and a daughter (→ *ingen*) showed some aptitude for the profession. The ~ status would probably invest her with a legal capacity generally denied to women. However, it would seem that most women who composed verse were not legally recognised poets, but satirists who used verse for malicious purposes (Kelly 1988: 49).

filidecht "poetry, ars poetica"

Also called *éces*, poetry was regarded as a hereditary profession (Kelly 1988: 46).

Sources:
DIL [*fili*]; ÉC xviii (1981) 166-8, 176-80; xxiv (1987) 207; GEIL 43-51; PRIA xxxvi C (1921-24) 273; Stud. Celt. v (1970) 68-9

Corpus Iuris Hibernici:
234.4-8, 391.28, 396.4-5, 552.9-10, 602.9, 668.12, 781.28-32, 1114.29, 1147.22, 1533.26-8, 1564.34-1565.19, 1592.30, 2113.26-8, 2225.7, 2336.6

Related bibliography:
CG [*aire coisring*], 277-83 (CIH 781.28-32); Éigse ii (1940) 200-7; Ériu xi (1932) 53; xvii (1955) 4-6; xviii (1958) 45; xxxv (1984) 189 (CIH 552.9-10); Peritia v (1986) 85 § 2 (CIH 602.9); Triads 123, 167, 248; UR 102 § 2 (CIH 2336.6), 140; ZCP xiv (1923) 237; xvi (1927) 181 § 14 [note 2], 200

fine "kin-group"
Group of persons of common descendent, the members of which were legally responsible for each other and had certain reciprocal obligations; the ~ embraced four divisions, (see below) each group extending to a remoter degree of kinship and the measure of common legal responsibility being proportionately diminished (DIL).

Tribal society everywhere are characterised by the pre-eminent position they attribute to the kindred group. In order to acquire help to support themselves under subsistence conditions men called upon their distant kin and could even treat them as close kin (Byrne 1971: 145).

The ~ possessed very considerable legal powers over its members (→ *bráthair*). Each ~ had its own land (→ *fintiu*), for which every legally competent adult male in the group had some degree of responsibility (Kelly 1988: 12). On the death of any one of its adult male members, his property was divided between the remaining members of the *derb*~ in proportions fixed by law (Hogan 1931-32: 187). A man could own land independent of his kin, and was free to dispose of it as he saw fit. But no-one could sell his share of the kin-land against the wishes of the rest of the ~. Provided he had successfully farmed his share of the kin-land and had fulfilled his obligations to the rest of the ~, a kin-member could annul the contract of another kinsman (Kelly 1988: 13).

The entire ~ could had to pay for the crimes and debts of its members. An offender who had failed to make good the loss incurred by his ~ could be rejected (*apthach* ~, see below) and lost his legal rights in society. One who evaded (→ *élúd*) his obligation to his kin could not be given protection, even by a *nemed* (→).

When a member of a kin-group was illegally killed (→ *cró*), his or her kinsmen got a share of the body-fine (→ *éraic*). If the culprit failed to pay, the kinsmen were expected to prosecute a blood-feud (→ *dígal*) against him. The

kin-slayer (→ *fingal*) forfeited his share of the kin-land, but was still under obligation to pay for the crimes or debts of other kin-members (Kelly 1988: 13).

ágae ~ or also ***cenn/conn ~*** or ***aire coisring*** "head of the kin"

The ~ was chosen - presumably by election among the kin-members - on the basis of his superior wealth, rank and good sense. He spoke for his kin at public occasions, such as an assembly or court of law (→ *airecht*, *fethem*). He gave pledges (→ *gell*) on behalf of his kin to ensure the fulfilment of any responsibility which kin-members (→ *bráthair*) could have towards the king (→ *rí*) or the poets (→ *fili*) (Kelly 1988: 14). This suretyship entitled him to exceptionally high compensation from them (Binchy 1941: 70). Theoretically the head of the ~ was responsible for all the obligations, whether arising from contract or delict of the kin-members. In practice, however, when one of theses failed to meet an obligation, the surrogate liability devolved on his next-of-kin in the first instance (Binchy 1973: 33). As public representative of his kin, he was open to satire (→ *áer*) if a kinsman failed to discharge his obligations.

He could also take on responsibility for an unmarried kinswoman (→ *bé*) on the death of her father (→ *athair*). He paid any fines which she could incur, and received half of her *coibche* (→) if she married (Kelly 1988: 14).

apthach ~ "member ejected by his kin"

gel~ "descendants through the male line of a common grandfather"

derb~ "descendants through the male line of a common great-grandfather (lit. true kin)"

When the next generation came forward, the ~ thereupon resolved itself for legal purposes into a new set of ~s or group of families, the head of each new ~ being one of the sons (→ *macc*) of the man who was head of the older group (Hogan 1931-32: 187).

íar~ "descendant through the male line of a common great-great-grandfather"

ind~ "descendant through the male line of a common great-great-great-grandfather (lit. end family)"

The ~ most commonly referred to in the law texts is the *derb~* (Kelly 1988: 12), which constituted the oldest family unit. The *gel~* had later superseded the *derb~* for a number of purposes, thus marking a further step in the transition to the nuclear family as the unit (Binchy 1973: 42).

Sources:

Celtica x (1973) 33, 42-3; DIL [*fine*] 1; Ériu xxii (1971) 141, 145; GEIL 12-13; PRIA xl C (1931-32) 187; *ágae ~*: CG [*aire coisring*]; GEIL 13-4; ZCP xxxvi (1978) 60-2

Corpus Iuris Hibernici:
18.20, 28.12, 29.3, 215.15-217.23, 247.24-5, 411.22-23, 429.14-432.15, 451.24, 489.8-490.19, 532.28-30, 533.17-20, 728.17-746.16, 2015.10-3; ágae ~: 222.28-223.1, 227.1, 466.5-7, 488.33-5, 781.29-31

Related bibliography:
BB § 39 (CIH 451.24); CG xviii; *Córus Fine* (CIH 728.17-746.16); *Fodla Fine* (CIH 429.14-432.15); IR 14-5; Kinship; Kinship poem (CIH 215.15-217.23); SEIL 135-59, 195; ZCP xiv (1923) 370-3 §§ 32-5 (CIH 489.8-490.19); *ágae* ~: CG 280-2 (CIH 781.29-31); ZCP xiv (1923) 369 § 31 (CIH 488.33-5)

fingal "kin-slaying"
Crime that breaches the solidarity of the kin-group (→ *fine*), and therefore particularly abhorred (Kelly 1988: 13). The laws applied heavy sanctions against the perpetrators of ~ (Kelly 1988: 127). The kin-slayer forfeited his share of the kin-land (→ *fintiu*), but was still under obligation to pay for the crimes or debts of other kin-members (→ *bráthair*) (Kelly 1988: 13).

~ach "kin-slayer"
Because a killing (→ *cró*) was normally atoned for by payments (→ *éraic*, *lóg n-enech*) to the victim's kin (→ *fine*), it is impossible to accommodate the crime of ~ into this system of compensation. Similarly, it could not be avenged by other members of the kin, as they would themselves be guilty of ~ if they put the killer to death (Kelly 1988: 127).

Sources:
DIL [*fingal*]; GEIL 13, 127-8

Corpus Iuris Hibernici:
14.16, 15.4, 430.21-2

Related bibliography:
AM 66 Rec. A § 38

fintiu "kin-land"
When ~ was being divided, each heir (→ *orbae*) got a share which he would work with the help of his wife (or wives) (→ *bé*), sons (→ *macc*), daughters (→ *ingen*), and perhaps servants (→ *amus*) or slaves (→ *cumal*, *mug*). Each heir farmed as an individual, but his fellow kinsmen (→ *bráthair*) had some control over what he did with the land. He could not sell his share of the ~ without the permission of the rest of the kin (→ *fine*). If he attempted to do so, the sale was invalidated by the opposition of his kin. His kinsmen could also be held responsible for his misuse of his land (Kelly 1988: 100). Transfer of land out of

the fine in order to obtain *goire* (→) was permitted in the laws (Gerriets 1987: 59). In co-operative farming, some of the work (especially the ploughing → *comar*) was done in co-operation, but the produce of each holding belonged to the individual kinsman (Kelly 1988: 102).

Sources:
CMCS xiii (1987) 59; DIL [*fintiud*]; GEIL 12, 100-2

Corpus Iuris Hibernici:
75.24-7, 247.24-5, 2213.3-5

Related bibliography:
Kinship ch. 2 iv

fír "truth"
~ flatha "truth of the ruler" or ***~ flathemon*** "truth of the rule"

The proper behaviour of a lord (→ *flaith*) in relation to the proper functioning of the earth and of the cosmos (Wagner 1970: 8).

~ also meant 'oath' (Wagner 1970: 3). The nature of the oath in Celtic civilisation bring into focus the cosmic nature of the truth (Wagner 1970: 19). This comes properly to light when an oath is sworn by the elements (Wagner 1970: 20). The terminology connected with the swearing of oaths was extensive (→ *imdénam*, *luge*, *nóill*, *oeth*) (Kelly 1988: 199 - note 60).

Sources:
DIL [*fír*]; GEIL 18, 19, 20, 199 [note 60], 240; ZCP xxxi (1970) 6-13, 19-21

Corpus Iuris Hibernici:
219.17-8

Related bibliography:
AM §§ 12-21 [and notes]; Bürgschaft 22; Triad 186

fithidir "master in poetry, medicine, or various other crafts from whom children received special training"

The relationship between a pupil (*felmacc* → *macc*) and his ~ was similar to that between a fosterchild and his fosterfather (→ *aite*) (Kelly 1988: 91). In legal glosses ~ is regularly glossed *aite* (→) *forcetail* (fosterfather of instruction) (Kelly 1988: 91 - note 192).

Sources:
DIL [*fithidir*]; ÉC xii (1968-69), 114-5; GEIL 91 [and note 192]

Corpus Iuris Hibernici:
592.12-3

Related bibliography:
Bürgschaft 8 § 14 (CIH 592.12-3)

flaith "lord"
The early Irish economic system was sustained by the inter-relationship of ~ and client (→ *céle*) (Kelly 1988: 3). Increased wealth would bring not only increased esteem, but increased power and higher duties (McLeod 1987: 42). The acquisition of clients normally meant advancement to progressively higher status of lordship (McLeod 1987: 41).

The relationship between a ~ and his base client (→ *gíallnae*) was considered as being similar to that between a husband (→ *fer*) and his wife (→ *bé*) or a teacher (→ *fithidir*) and his pupil (*felmacc* → *macc*) (Kelly 1988: 27). The ~ advanced a fief (→ *rath*, *taurchrecc*) of stock or land to his clients in return for food-rent (→ *bés*), winter-hospitality (→ *cáe*), and various other services.

Within the law, the ~ had no right to take the penalty paid by a criminal (→ *bibdu*) dependant and allow his victim only restitution (→ *aithgein*) of his goods. In fact, if the dependant or his kin (→ *fine*) could not be forced to make payment, the ~ himself could be held responsible (Gerriets 1987: 63). The power resided primarily in the hands of the ~. Nevertheless, if he failed to fulfil his side of the contract with a client, his honour-price (→ *lóg n-enech*) was extinguished. As in the case of a king (→ *rí*), a ~ lost his honour-price for a wide range of offences and failings (Kelly 1988: 27) If the client died, his ~ had the right to demand clientship on his heirs (→ *orbae*) (Gerriets 1987: 60).

~ *aithig* "commoner lord"

Intermediate rank between ~ and commoner (see also *ferfothlai* → *fer*) (Kelly 1988: 28). In the texts the lords, usually together with the kings (→ *rí*), were referred to as ~. The ambiguity of the term ~ itself points to a conception of lords and kings all belonging to one class of society rather than forming distinct classes (McLeod 1986: 59). Tribal societies are characterised by the possession of primary goods only, without luxuries, so that the standard of living of the wealthy could not differ radically from that of the ordinary tribesman. A wealthy person could not consume all the goods he possessed. He could only use them to attract and support dependants and thus acquire power over people (Byrne 1971: 138).

Sources:
Celtica xx (1988) 30, 37-8; CMCS xiii (1987) 45, 51, 55, 57, 60, 63; DIL [*flaith*]; Ériu xxii (1971) 138; GEIL 3, 9 [and note 61], 26-8, 33 [note 109], 36 [note 138], 54, 245 [note 16]; ZCP xli (1986) 59, 60-5; xlii (1987) 41-56

Corpus Iuris Hibernici:

15.5-9, 16.1, 352.11, 432.21-436.32, 502.29-504.6, 566.15-6, 919.25-922.11, 1268.16, 1772.34, 2196.29-30; ~ *aithig*: 1772.34

Related Bibliography:
CG 574; CL § 2; *Di Dligiud Raith ⊂ Somaíne la Flaith* (CIH 432.21-436.32); SEIL 3 § 2 (CIH 502.29-504.6), 51; ZCP xv (1925) 342 § 33 (CIH 2196.29-30); ~ *aithig*: ZCP xv (1925) 245 § 4 (CIH 1772.34)

fóesam "protection, adoption"
Contract (→ *cor*) which had to be bound by sureties and ratified by the head of the kin (*ágae fine* → *fine*).

A man (→ *fer*) could disinherit a son (→ *macc*) who failed to carry out his filial duties (→ *goire*) and adopt another person in his stead (Kelly 1988: 105). A person adopted into a kin-group could acquire rights of inheritance (→ *orbae*).

According to DIL [*fáesam*] (c), ~ would mean protection (→ *snádud*).

Sources:
GEIL 105

Corpus Iuris Hibernici:
431.14, 459.13-4

Related bibliography:
Ériu xvii (1955) 66 § 6 (CIH 459.13-4)

fogal "offence, injury"
The normal procedure when an illegal injury took place was for the victim to be brought to his own home, where he was looked after by his kin (→ *fine*) for a fixed period. If he died during the fixed period, the culprit had to pay the full-penalties for killing (→ *éraic, lóg n-enech*). In event of his still being alive, he was normally examined by a physician (→ *liäig*). If he was so well recovered that he no longer needed nursing, the culprit had only to pay for any lasting blemish or disability (→ *íarmbrethemnas*) (Kelly 1988: 129). But if the physician believed that recovery was unlikely, the culprit had to pay an heavy fine (Kelly 1988: 129-130). If the victim was still in need of nursing and the physician believed that he would live, the culprit had to take him or her in sick-maintenance (→ *othrus*) (Kelly 1988: 130). The penalty for an injury varied according to the rank of the victim (Kelly 1988: 132). There was no liability for injuries inflicted on persons who had been guilty of anti-social behaviour of various types (Kelly 1988: 134).

Sources:
DIL [*fogal*]; GEIL 129-30, 131-3, 133-4, 145

Corpus Iuris Hibernici:
7.9-9.33, 594.1-2, 2029.31-7, 2076.21-2084.2, 2305.4-2316.39

Related bibliography:
BC (CIH 2286.24-2305.3); BDC (CIH 2305.4-2316.39); Bürgschaft 12 § 38 (CIH 594.1-2); CG pp. 91-3; Ériu xii (1938) 1-77 (CIH 2286.24-2305.3), 93, 96; xx (1966) 1-65 (CIH 2305.4-2316.39); Heptad 6 (CIH 7.9-9.33); passages on *eisce* (2029.31-7, 2076.21-2084.2)

folud "benefit"
Object or undertaking to which a contract (→ *cor*) referred. That which constituted the mutual relation of the parties (→ *féchem*), their correct conduct towards each other in their respective capacities (DIL). Means, assets, functions, etc., by which a person discharged his duties or liabilities (Mac Neill 1923: 302). Little more than social rectitude – the possession of all the material and social (moral) qualities desirable of a freeman (→ *sóer*) – not just wealth (McLeod 1987: 58).

frith~ "counter-benefit, Service or obligation in return of another (DIL)"
Professor Binchy has argued that ~ referred only to the obligations of the over-king (*ruiri* → *rí*) to the subordinates in return for the benefit given by the subordinates to the over-king (Gerriets 1987: 42).

Sources:
CMCS xiii (1987) 42; DIL [*folud*] (d) (e), [*frithfolud*]; GEIL 158; PRIA xxxvi C (1921-24) 302; ZCP xlii (1987) 58, 77

Corpus Iuris Hibernici:
1793.15

Related bibliography:
Lawyers and Laymen 346-7; Stud. Hib. xvi (1976) 23-31; ZCP xiv (1923) 373 § 36 (CIH 1793.15), 374

forcor "forcible rape"
The rapist had to pay the honour-price (→ *lóg n-enech*) of his victim's guardian (→ *conn*). In addition, full body-fine (→ *éraic*) had to be paid for the ~ of a girl of marriageable age, or a chief wife (→ *cétmuinter*). For the rape of an *adaltrach* (→) only half the body-fine needed be paid. If the victim of rape became pregnant, the rapist was responsible for rearing the child (→ *macc*) (Kelly 1988: 135). Promiscuous or adulterous women got no redress if subjected to rape (Kelly 1988: 135). Nor there was redress for woman who – for whatever motive – concealed the fact that she had been raped (Kelly 1988: 136). The payment of the body-fine (→ *éraic*) was a recognition of the violent nature of

this offence, with possible physical injury to the victim (Kelly 1988: 134 - note 71).

Sources:
DIL [*forcor*] 1; GEIL 134-6

Corpus Iuris Hibernici:
20.29, 42.1-43.20, 519.1-4, 779.5-7, 1178.34-1180.11, 2197.25-6

Related bibliography:
CA 32 § 50; CG 121-4 (CIH 779.5-7); GC § 39; Heptad 47 (CIH 42.1-13); SEIL 71 § 35 (CIH 519.1-4); ZCP xv (1925) 350 (CIH 2197.25-6)

forcsiu "overlooking, witnessing or being passive spectator of some occurrence or action, involving some case or liability (DIL)"
Some would identify ~ with *aircsiu* (→). But ~ is well attested in the sense of 'supervising, examining' (Binchy 1988: 167).

Sources:
Celtica ix (1971) 167 [note 88]; DIL [*forcsi*] (a)

forgell (< *for-gell*) "superior testimony, overriding testimony"
The oath of a person of higher rank automatically overrode the oath of a person of lower rank (Kelly 1988: 199). However, a king's (→ *rí*) oath could be overridden if a large number of his subjects swears against him (Kelly 1988: 200). It is noteworthy that a king could also be oversworn by the ~ of a host.
According to DIL, ~ seems simply to mean 'testimony'.

Sources:
DIL [*forgell*]; GEIL 199-200

fosair "accessory food-rent"
Also called *timthac* (→); accessory consisting of fixed quantities of bread, wheat, bacon, milk, butter, onions and candles, paid by the base client (→ *céle*) to his lord (→ *flaith*) in addition to the annual food rent (→ *bés*) (Kelly 1988: 30).

Sources:
GEIL 30

Corpus Iuris Hibernici:
483.12-37

Related bibliography:
ZCP xiv (1923) 355-6 §13 (CIH 483.12-37)

***fothla*(*e*)** "either actively committing the trespass or failure by the person ultimately responsible to keep others from trespassing (Binchy 1971: 164)"
It was considered as man-trespass (→ *caithig*).

Sources:
Celtica ix (1971) 164 [note 71-75]; DIL [*fothla*(*e*)]

frecrae "counter-pleading"
According to DIL [*frecra*(*e*)], ~ simply means 'answering, responding'.

Sources:
GEIL 195

***fríth*(*e*)** "lost property"
Thing or person which was found (DIL). The finder of ~ had to proclaim his find throughout the territory (Kelly 1988: 124). More remote the place where the article was found, the greater the proportion of its value which went to the finder (Kelly 1988: 123). The owner of the land where the ~ was found was entitled to *autsad* (→) (Kelly 1988: 124).

Sources:
DIL [*fríth*]; GEIL 123-4

Corpus Iuris Hibernici:
55.18-59.30, 58.26, 58.28, 452.26, 906.34-5, 1211.20-1, 1484.10, 2062.27

Related bibliography:
BB §§ 42 (CIH 452.26), 46-9; Ériu xii (1938) 200 [note 1]; Heptad 54 (CIH 55.18-59.30)

fuidir "semi-freeman, tenant at will"
He did not have his own land, or not sufficient land to support himself, either because his kin (→ *fine*) were impoverished or because he had in some way been separated from his kin (Gerriets 1987: 67-68). He was unlikely to have any inheritance other than *díbad* (→) (Gerriets 1987: 60). The ~ seems to have gained a living in return for unspecified labour services. In some cases he also provided foodstuff for his lord (→ *flaith*) from land granted to him, or from bits of land he himself possessed. In others, he received foodstuff from his lord (Gerriets 1987: 55). Dependants with heavier labour obligation than the base clients were required to work the land of kings (→ *rí*) as well as nobles. Since a ~ seems to have few or no lands of his own, the numbers of such dependants must have varied with the size of the lord's landholdings (Gerriets 1987: 61).

The ~ had no honour-price (→ *lóg n-enech*) in his own right (Kelly 1988: 11) and could not make any legal contract (→ *cor*) without the permission of his lord (Kelly 1988: 33). Within the law, the lord had no right to take the penalty paid by a criminal (→ *bibdu*) dependant and allow his victim only restitution (→ *aithgein*) of his goods. In fact, if the dependant or his kin could not be forced to make payment, the lord himself could be held responsible (Gerriets 1987: 63).

In general, the ~ was not tied to his lord's land. He could leave, provided that he surrendered to his lord two thirds of the produce of his husbandry, and did not leave debts or liabilities behind him (Kelly 1988: 34). Perhaps this element of uncertainty in the relationship is the reason why neither the ~ nor the *bothach* (→) was reckoned part of the lord's *déis* (→) (Binchy 1941: 93). However, if a lineage remained in the status of ~ for four generations (nine, according to CG), they became *adscripti glebae* and were known as *senchléithe* (→) (Gerriets 1987: 55).

A ~ could be:

1. a person who had been reduced to semi-free status through the severance of his connection with his kin (Kelly 1988: 34)
2. a criminal who was unable to pay the fine for his crime and had been ransomed from death
3. a criminal set adrift at sea for some offence and taken into service in the territory where he had been washed up (Kelly 1988: 35)

According to some law-texts there were various types of ~ (Kelly 1988: 33). They varied greatly in independence and wealth. The lowliest, who were fed by his lord (→ *flaith*) had no landholding to work for himself, and could not separate from their lord, may have been hard to differentiate from slaves (→ *cumal*, *mug*). The highest rank may have been little different from the poorer base clients (→ *céle*) (Gerriets 1987: 65). Laws provide limited information about other dependants of lower status than the base client (→*céle*), so that precise distinction between them is difficult to discern. The *bothach* (→) seems to have possessed rights quite similar to those of the ~. Only slaves appear to have had fewer rights (Gerriets 1987: 55).

Sources:
CG [*fuidir*]; CMCS xiii (1987) 54-5, 60-1, 63, 65, 67-8; DIL [*fuidir*]; GEIL xxiii, 11, 33-5, 83, 162, 182, 192, 217, 219, 220, 271

Corpus Iuris Hibernici:
231.15-7, 426.1-429.10, 491.24, 782.17

Related bibliography:
CG 324 (CIH 782.17); IR 81-83; Kinship ch. 9; RC xlv (1928) 31 § 11; ZCP xiv (1923) 375 § 38 (CIH 491.24)

fuillem (< *fo-slí*) “interest”
If a person gave a pledge (→ *gell*) on behalf of another, he was entitled to receive ~ for the period during which the object was out of his possession (Kelly 1988: 166).

Sources:
DIL [*fuillem*]; GEIL 166

Corpus Iuris Hibernici:
17.30-18.32, 29.9-13, 34.5-6, 462.19-477.30

Related bibliography:
Bretha im ᚇuillema Gell (CIH 462.19-477.30); Heptads 18 (CIH 17.30-18.32), 32 (CIH 29.9-13)

gat “theft by stealth”
The penalty for ~ was assessed not only in relation to the value of the object and the rank of its owner, but also in relation to the rank of the owner of the land or house where the theft took place (Kelly 1988: 147).

The sale of stolen goods was an invalid contract (→ *cor*), even if bound by sureties. Stolen goods belonging to a *nemed* (→) could be distrained if found in the possession of another (Kelly 1988: 148).

fer (→) ***medóngaite*** “man of middle theft”
A man who received stolen goods was guilty of a crime only if he was aware that the goods were stolen (Kelly 1988: 148).

~aige “thief”
An habitual ~ lost his or her rights in society (Kelly 1988: 149). A ~ found in possession of stolen property could be put to death (Kelly 1988: 217). If a ~ brought stolen goods into another's house, he had to pay half the householder's honour-price (→ *lóg n-enech*) (Kelly 1988: 148).

The main text on ~ has been influenced by canon law to a greater extent than other secular law texts (Kelly 1988: 147).

Sources:
CMCS xiii (1987) 63; DIL [*gait*]; GEIL 147-9, 217

Corpus Iuris Hibernici:
12.27, 15.2, 15.14, 25.14, 39.7-8, 242.17-8, 387.34, 456.11-2, 456.19-20, 477.31-479.22, 592.13-5, 713.1-3, 779.6, 779.18, 780.28, 1101.27-8, 1121.1-20, 1974.1-1980.39, 2193.26-7, 2298.9-10

Related bibliography:
BB §§ 52-3 (CIH 456.11-2, 456.19-20); *Bretha im Gata* (CIH 477.31-479.22); Bürgschaft 8 § 16 (CIH 592.13-5); CG 124 (CIH 779.6), 142-3

(CIH 779.18), 218-9 (CIH 780.28); Ériu xii (1938) 34 §§ 44 (CIH 2298.9-10); xiii (1942) 27-8; Heptad 15; Triad 92; ZCP xv (1925) 317-8; xxv (1956) 211-25 (CIH 477.31-479.22)

gell "pledge"
Article fashioned from some valuable material and intimately associated with the physical life of the pledgor which was usually transferred to his physical possession. Under certain circumstances the ~ could be retained by the pledgor, who was inhibited from making any use of it while it was pledged.

The delivery of a ~ was the first step towards the fulfilment of an obligation, for it signified readiness to meet the other's claim, or - if the latter was disputed - to submit the case to adjudication (Binchy 1941: 94). As well as giving ~ on his own behalf, a person could give a pledge on behalf of another. In this case, he was entitled to receive interest (→ *fuillem*) for the period during which the object was out of his possession. If, as a result of the debtor's delay in discharging the original obligation, the ~ became forfeit its owner was entitled to heavy compensation (→ *slán*) as well as to greatly increased interest (Binchy 1941: 94).

In the Celtic languages there was a close connection between the ideas of pledge and hostage: ~ and *gíall* (→) have the same root. ~ was also occasionally used of a hostage (especially in non-legal sources) (Kelly 1988: 164 - note 55).

frith~ "counter-pledge"
Pledge deposited by the other party in return for the pledge he had been given, so that both parties had interest in fulfilling their legal obligations (Kelly 1988: 164).

tair~ or ***tairgille*** "fore-pledge"
Pledge neighbours (→ *comaithches*) gave to each other in advance as security against damage which one might suffer from the act or neglect of the other (Mac Neill 1923: 293). Early Irish law relied greatly on the use of ~ to ensure that legal obligations were carried out (Kelly 1988: 164).

Sources:
CG [*gell*]; DIL [*gell*]; GEIL 164, 173; PRIA xxxvi C (1921-24) 295; *frith~*: GEIL 164; *tair~*: Celtica ix (1971) 166 [note 81]; GEIL 164-5; PRIA xxxvi C (1921-24) 293

Corpus Iuris Hibernici:
29.9-13, 35.19-24, 196.18-29, 413.12-4, 462.20, 477.30, 578.24-33, 781.39, 1377.39, 1892.16-7, 1968.31, 1997.34-2004.26, 2193.12-3, 2196.26, 2302.13-5; tair~: 412.1-3, 444.12-5, 781.4, 898.19-27

Related bibliography:
Bretha im ᵹuillema Gell (CIH 462.19-477.30); CG 289, 294 (CIH 781.39), pp.94-5, [*gell*]; *Do breithemnas for gellaib* (CIH 1997.34-2004.26); Ériu xii (1938) 46 § 60 (CIH 2302.13-5), 104; GC §§ 8, 32; Heptads 18, 32, 37 (CIH 35.19-24); SEIL 234; ZCP xv (1925) 266-7, 314; tair~: BB §§ 1-3 [+ note 90] (CIH 444.12-5), App. 6 (CIH 898.19-27); CG 241 (CIH 781.4), p. 100; ZCP xv (1925) 319 f.

gíall "hostage"
Hostages were normally taken to ensure the continued submission of a territory (→ *túath*) over which a king (→ *rí*) claimed sovereignty. If the authority of the overking was flouted, the ~ were forfeit, and they could be killed, blinded, or ransomed. Usually they were sons (→ *macc*) of kings or lords (→ *flaith*). Occasionally, however, a daughter (→ *ingen*) was also given as a hostage (Kelly 1988: 174). There do not seem to have been any generally accepted conventions regarding the conditions for the ransom of a forfeited ~ (Kelly 1988: 174).

As well as being used as a means of asserting political power, ~ also played a part in the enforcement of justice (Kelly 1988: 175). When two (or more) *túatha* owed allegiance to the same overking, ~ could be used to enforce law across the boundary of a *túath*. In a case of murder (→ *cró*), the king of the victim went to the court of the overking, and took a ~ representing the *túath* of the culprit. To release the ~, the culprit paid the body-fine (→ *éraic*) for murder (Kelly 1988: 175-176).

Relatively little is known about ~ as a means of enforcing justice. It would seem that the legal functions of a ~ were closely similar to those of an *aitire* (→), but:
1. the ~ was always held by a king
2. if the debtor defaulted, the ~ remained in custody for a longer period. At the end of this period the ~ did not pay his full honour-price (→ *lóg n-enech*)
3. the ~ could avoid surrendering himself into custody by giving a pledge (→ *gell*) to the injured party (Kelly 1988: 175)

~aigecht "hostageship"
~ is the oldest word for a personal surety (→ *aitire*), and is etymologically cognate with *gell* (→), the real security. Doubtless the latter was originally regarded as a substitute for the ~.

There are traces of the ~ as a guarantor of private obligations in the oldest stratum of texts, but he has been replaced by the *aitire*, whose position in many ways resembles that of the conditional ~ (Binchy 1941: 95).

In an older period base clientship (→ *gíallnae*) was based on the delivery of a personal surety by every *céle* (→) to his *flaith* (→) (Binchy 1941: 96).

Sources:
CG [*gíall*]; DIL [*gíall*] 2; CMCS xiii (1987) 47; GEIL 164 [note 55], 173-6, 279

Corpus Iuris Hibernici:
219.5, 570.26, 601.25 ,901.14-33, 1755.17-1759.5

Related bibliography:
Bürgschaft pp. 82-3; CG 596 (CIH 570.26); *Di Gnímaib Gíall* (CIH 1755.17-1759.5, 901.14-33); Irish Kings 73; Peritia v (1986) 85 § 3 (CIH 601.25); TC § 1; Triad 156

gíallnae (< *gíall*) "base clientship, submission"
Technical term for the status of a base client (→ *céle*) (DIL). ~ arose from the acceptance of a fief (→ *taurchrecc*) of stock (less frequently of land) from a person of higher rank, in return for which the client had to pay to the feoffor (→ *flaith*) an annual food-tribute (→ *bés*) proportionate to the value of the fief. He had also to render a fixed amount of manual labour. That ~ involved a certain diminution of the client's independent status is clear from the rule that in addition to the fief he received from his lord a preliminary payment equivalent to the amount of his honour-price (→ *lóg n-enech*). The initial payment of the client's honour-price and the more menial nature of the services to which he was bound constitute the chief differences between ~ and free clientship (Binchy 1941: 96-97). Giving an hostage (→ *gíall*) was closely associated with becoming a base client (→ *céle*). Base clients may originally have provided a personal surety (→ *aitire, gíall*) to their lord (→ *flaith*), so giving hostages and becoming client may have been much the same action (Gerriets 1987: 47).

Sources:
CG [*gíallnae*]; DIL [*gíallnae*]; GEIL 29-32

goire (< *gor*) "filial duty, *officium pietatis*"
Sometimes ~ means submission to paternal authority: a son (→ *macc*) or a daughter (→ *ingen*) who evaded (→ *élúd*) his ~ in addition to incur to certain wider disabilities, had his or her honour-price halved. In a more specialised sense, ~ was used of the duty of supporting an aged man, which fell primarily on his sons or linear descendants, and in default of them on other members of his kindred (→ *fine*). Under certain circumstances, the senior may adopt (→ *fóesam*) for this purpose a stranger in kin (Binchy 1941: 98). In order to obtain ~, the laws permitted transfer of land out of the *fine* (Gerriets 1987: 59).

A son was bound to support his mother in her old age, however, the obligation towards his father (→ *athair*) was more grave. If a son could maintain both parents fully, he should do so, but if he could not do that, he

should leave his mother and carry home his father to his house (Dillon 1936: 130). A father who was a criminal was not entitled to ~ from either son or daughter (Kelly 1988: 80 - note 97).

The Irish word ~ has acquired a number of meanings, but they all go back to the primary notion of 'warming, keeping warm' (Binchy 1956: 228-229).

Sources:
Celtica iii 228-31; CG [*goire*]; CMCS xiii (1987) 59; DIL [*goire*] (b); GEIL 11, 80 [note 97], 105; SEIL 130

Corpus Iuris Hibernici:
451.25, 2106.34-2107.20, 2213.3-5

Related bibliography:
BB § 39; *Do brethaib gaire* (CIH 2106.34-2107.20); ZCP xv 312 n.2

grád (< lat. *gradus*) "grade"
~ could be used of a particular grade or order in the Irish law of status, or of an individual belonging to that particular grade (Binchy 1941: 98). The classification of grades was by no means uniform in the law tracts, and their number varied at different epochs (Binchy 1941: 98).

Sources:
CG [*grád*]; DIL [*grád*] 1

íarmbrethemnas "after-judgement"
Before leaving for home at the end of the period of nursing the patient was examined by a physician (→ *liäig*), and if he was found to be still suffering from some lasting blemish or disability, the injurer became liable to the additional penalty of ~. A *cumal* (→) was payable at once, and subsequently (assuming that the victim's condition remained unchanged) a further proportion of the debt fell due until a total sum equivalent to the full wergild of homicide (→ *éraic*) had been paid over (Binchy 1966: 18-19).

In its origin ~ was always a sequel to *othrus* (→).

Sources:
DIL [*íarmbrethemnas*]; Ériu xx (1966) 16-9

Related bibliography:
Ériu xii (1938) 134

íarrath "fosterage-fee"
The amount of the ~ varied according to the rank of the child's father and the fosterage (→ *altramm*) given varied according to the ~ received (Mulchrone

1936: 188). Once the contract had been agreed to, the child (→ *macc*) had to remain with the fosterparents until the period of fosterage was complete. If the father (→ *athair*) wished to take him back prematurely without a legitimate reason, the entire ~ was forfeit. However, if the child was being improperly treated, the contract was annulled, and the ~ had to be returned to the father. In such a case, the kin of the child's mother (→ *máithre*) - as well as the parents - had the right to intervene. Similarly, if the fosterfather wished to return the child prematurely he had to restore the entire ~, unless the child had been guilty of serious misconduct (Kelly 1988: 88). The fee for a girl was higher than for a boy, but no explanation for this disparity is given in the text. The commentary suggests the greater difficulty of rearing a girl, or the fact that she was less likely to be of benefit to her fosterparents in later life (Kelly 1988: 87).

Sources:
DIL [*íarrath*]; GEIL 87; SEIL 188

Corpus Iuris Hibernici:
25.13-5, 45.37, 442.14-5, 507.10-1, 592.1-6, 592.9-10, 1759.6-1770.14

Related bibliography:
Bürgschaft 8 §§11 (CIH 592.1-6), 12 (CIH 592.9-10); *Cáin Íarraith* (CIH 1759.6-1770.14); IR 31 § 33 (CIH 442.14-5); SEIL 26 § 7 (tr. 217)

íasacht "loan"
More general term for 'loan', also commonly used in the law-texts (Kelly 1988: 117 - note 118).

Sources:
DIL [*íasacht*] (a); GEIL 117 [note 118]

Related bibliography:
DIL [*íasacht*]

imdénam (< *imm-déni*) "proof by oath"
Proof by oath and proof by evidence were distinct processes. A man was not necessarily a witness (→ *fíadu*) of the facts about which he made an oath. He declared his belief in a certain statement, and his declaration carried weight in proportion to his status. A person of superior status had the power of setting aside (*forthach* → *tongid, forgill*) by his oath the oath of an inferior in status (Mac Neill 1923: 283).

Sources:
DIL [*imdénam*] iii; GEIL 199 [note 60]; PRIA xxxvi C (1921-24) 283

imscar(ad) (< *imm-scara*) "divorce"
If the separation be justified for both, or if the separation be guilty for both, the *coibche* (→) was to be divided in two except what was for bed covering. If there be an heir (→ *orbae*), the *coibche* was to be paid as *íarrath* (→). If be a justified separation for the tone party, the innocent party got the *coibche* and the responsibility of bringing up the child fell on the guilty party (Mulchrone 1936: 200).

A woman (→ *bé*) could leave her husband (→ *fer*) if he failed to support her, if he spread a false story about her, if he circulated a satire about her, if he caused her blemishes, if he was impotent, if he became so fat as to be incapable of intercourse, if he was sterile, if he was indiscreet about their sexual relationship or if he practised homosexuality. However, even in cases where a woman had adequate ground for ~, she forfeited her *coibche* (→) if she left her husband before a recognised period of time. The law-texts adopt a very severe line towards the woman who left her husband without just cause. Such a woman had no rights in society, and could not be harboured or protected (→ *snádud*) by anybody, of whatever rank. If the husband repudiated his wife for another woman, she was free to leave him - but she had also the right to stay on in the house, if she wished (Kelly 1988: 74). A husband could divorce his wife for unfaithfulness, persistent thieving, inducing abortion on herself, bringing shame on his honour, smothering her child or being without milk through sickness (Kelly 1988: 75).

The share due to each depends on the status of the marriage (→ *lánamnas*), the amount of property brought into it by each partner, and the proportion of the household work borne by each (Kelly 1988: 73).

Sources:
DIL [*imscar*], [*imscarad*]; GEIL 73-5, 93; SEIL 200

Corpus Iuris Hibernici:
4.33-5.32, 47.2-3, 47.21-48.26, 48.32, 451.24-5, 905.11, 1476.33, 1549.36, 1883.36, 1884.1-2, 2198.22-6

Related bibliography:
BB § 39 (CIH 451.24-5); CL §§ 26-33; GC § 44; Heptad 3 (CIH 4.33-5.32), 51 (CIH 47.2-3), 52 (CIH 47.21-48.26); ZCP xv (1925) 356 § 44 (CIH 2198.22-6)

inailt (< *in-ailid*) "fostersister, fosterling"
~ is a comparatively rare word which seems to be not attested in the legal sources. The semantic shift to 'servant' can be accounted for by the identification of the practical aspects of the ~'s functions, the service she provided, with that of a servant (→ *cumal*) (Ní Dhonnchadha 1986: 185). Nonetheless, while the

task they perform could be similar, there was an implicit social distinction between the ~ and the *cumal* (Ní Dhonnchadha 1986: 186).

An ~ who was also a blood-relation might have been particularly welcome in a household where a daughter had married out of, or away from her own *fine* (→) [Ní Dhonnchadha 1986: 190].

Sources:
Celtica xviii (1986), 185-91; DIL [*inailt*]; ÉC xii (1968-69), 113

ingen "daughter"

Sources:
DIL [*ingen*] 1

inmlegon (< *in-omlig*) "surrogate"
Person, usually a member of the kin-group (→ *fine*) (Kelly 1988: 180), who had to assume legal responsibility for another's default (Binchy 1973: 33). Theoretically the head of the kin (*ágae fine*) was responsible for all the obligations, whether arising from contract or delict of the kin-members (→ *bráthair*). In practice, however, when one of these failed to meet an obligation, the surrogate liability devolved on his next-of-kin in the first instance (Binchy 1973: 33).

At a relatively later period an additional type of ~ was introduced. This was the *ráth* (→). No doubt the same privileges had been established for the ~ were extended to the ~ *ráithe* (Binchy 1973: 33).

Sources:
Celtica x (1973) 32-3; GEIL 180

iubaile (< lat. *iubileus*) "period of legal immunity"
Fixed period of exemption following a certain testing period after the sale of any *sét* (→), sold in good faith without either party (→ *féchem*) knowing of any radical defect. If the defect did not appear after the ~ the seller could not be sue. If, however, the seller knew such defect at the time of the sale, its discovery at any time after the sale legalised the return of the *sét* (DIL).

Sources:
DIL [*iubaile*] ii; GEIL 252

Corpus Iuris Hibernici:
680.19-681.40, 989.11-26, 997.21-998.27, 1082.1-1087.17, 2186.39-2187.28

Related bibliography:
Contract [commentary to § 58]; *Córus Iubaile* (CIH 1082.1-1087.17, 2186.39-2187.28, 680.19-681.40); DAC § 58 (CIH 989.12-26, 997.21-998.27)

lánamnas "marriage"
Marriages, particularly those of the more formal types, were usually arranged by the families (→ *fine*) of the couple, and the betrothal (→ *airnaidm*) was a contract sustained by sureties representing both families. The husband (→ *fer*) was felt to purchase his bride (→ *bé*) from her father (→ *athair*). He gave a *coibche* (→) to his bride's father (Kelly 1988: 70).

Polygyny was permitted and probably widespread (→ *adaltrach*, *cétmuinter*, *dormun*) (Kelly 1988: 70). The paternity of a man – particularly if he were of royal lineage – was of great significance. Therefore we can assume that Irish society had a high regard for bridal virginity and marital fidelity (Kelly 1988: 73).

In certain circumstances a married couple could separate without fine or penalty from either partner. These separation were normally of a temporary nature. In most cases it was the husband who left. If either partner was infertile, the other could leave temporarily. In such case the resultant child was treated as the couple's. Infertility was also considerate a circumstance for divorce (→ *imscarad*) (Kelly 1988: 75).

Various forms of ~ were distinguished:

~ *mná for ferthinchur* "union of a woman on man-property"
In the earliest period this was the normal, if not the sole, form of marriage (Binchy 1936: 224). The preponderance of the joint property was contributed by the husband (Power 1936: 83).

~ *fir for banthinchur* "union of a man on woman-property"
The woman contributed not only what was normally to be expected of her, but also such property as was usually brought by the husband (Power 1936: 83). Therefore, the normal roles of husband and wife were reversed: she made the decisions and paid his fines and debts (Kelly 1988: 76). In this case it was the husband's honour-price (→ *lóg n-enech*) that was reckoned according to that of his wife (Power 1936: 104). It doubtless first rose in cases where the wife was a *banchomarbae* (→ *orbae*) (Binchy 1936: 226).

~ *comthinchuir* "union of joint property"
Both partners contribute movable goods (→ *tinchor*) (Kelly 1988: 70). Therefore either partner could dissolve a contract (→ *cor*) of the other, except in the case of certain essential or beneficial contracts (Kelly 1988: 76). The position of the wife regard to contracts was exactly the same as that

of her husband: neither party possessed complete freedom, but the same restrictions were imposed on both (Binchy 1936: 227).

In these more formal types of ~, husband and wife should have been of the same social class (Kelly 1988: 73). The financial burden of a socially-mixed ~ fell more heavily on the family of the lower class partner (Kelly 1988: 73).

~ *fir tathigtheo* "union of a man visiting"

Less formal union, in which the man visits the woman at her home with her kin's (→ *fine*) consent (Kelly 1988: 70).

~ *airiten for urail* "the woman has been received on inducement"

~ *foxail* "union of abduction"

The woman was abducted without her kin's consent (Kelly 1988: 136).

~ *amsa for faeniul* "union of wandering mercenaries"

~ *tothla* "clandestine union"

~ *écne* "union brought about by force"

~ *genaige* "union brought about in mockery"

No form of marriage entailed the complete separation of the woman from her own family (→ *fine*). The more formal the marriage, however, the greater the severance (Binchy 1936: 182). Certain unions, on the other hand, were of so transitory a nature as to involve no change in the woman's family membership (Binchy 1936: 184).

Sources:

DIL [*lánamnas*] (a); GEIL 14, 70-3, 75, 76, 79 [note 83], 136, 161; SEIL 81-3, 88-95, 104, 182, 184-5, 224, 226-8

Corpus Iuris Hibernici:

46.18-22, 48.27-32, 294.13, 427.1-18, 442.8-9, 443.21-4, 502.29-519.35, 780.15-6, 2301.21-4, 2301.35-8

Related bibliography:

CG 199 (CIH 780.15-6); *Cáin Lánamna* (CIH 502.29-519.35); Ériu xii (1938) 44 § 56 (CIH 2301.21-4), 44 § 57 (CIH 2301.35-8); Heptad 53; IR 28 § 32 (CIH 442.8-9), 34 § 37 (CIH 443.21-4), 64 § 4 (CIH 427.1-18); Marriage; Triad 71; SEIL 1-75 (CIH 502.29-519.35); ZCP xv

liäig "physician"

The practise of medicine was usually hereditary. However, a ~ required public recognition before he was free to practise medicine in the *túath* (→) (Kelly 1988: 58).

A serious injury necessitating a lengthy period of treatment would bring the rules of *othrus* (→), and in this case the injurer would be obliged to provide and

pay for a ~'s services (Binchy 1966: 10). The ~ was entitled to a proportion of the fine paid for an injury (Kelly 1988: 59). The tariff of compensation varied with the nature of the wound alone (Binchy 1966: 12). The ~ was entitled to cause bleeding during the course of the treatment; but if he cut a joint or sinew he was obliged to pay a fine and to assume responsibility for the sick-maintenance (→ *othrus*) of the patient. As well as applying herbs and supervising diet, there is evidence that a physician could carry out surgery on a patient (Kelly 1988: 59).

Also called *midach*.

ban~ "woman-physician"

Her main work may have been midwifery (Kelly 1988: 77 - note 66).

Sources:
DIL [*líaig*] 1 (a); Ériu xx (1966) 1-65 (CIH 2305.4-2316.39); GEIL 57-9, 272; ban~: GEIL 77 [note 66]

Corpus Iuris Hibernici:
8.21-2, 409.1-2, 592.11, 2219.39, 2293.25-6, 2299.40, 2305.4-2316.39; ban~: 2295.10-1

Related bibliography:
BDC (CIH 2305.4-2316.39); Bürgschaft 8 § 13; Ériu xii (1938) 22 § 27 (CIH 2293.25-6), 40 § 49 (CIH 2299.40); Heptad 6 (CIH 8.21); Triad 119 (CIH 2219.39); ban~: BC § 32 [gloss 7]; Ériu xii (1938) 26 (CIH 2295.10-1)

lobad "gradual forfeiture"

At an earlier stage *díthim* (→) meant a period at the end of which the whole of the distress (→ *athgabál*) was immediately forfeit (Binchy 1973: 61). Later forfeiture became a gradual process, depending on the amount of property seized. Even during the ~ the defendant could save the still unforfeited residue by paying (or giving pledge (→ *gell*) for) the balance of the amount due plus the additional charges to cover the plaintiff's expenses in feeding the cattle. If he failed to do so before the end of the ~, his title to the chattels was extinguished (Binchy 1973: 50). This term, though constantly used by glossators and commentators, appears in this specialised sense only once in *Di Chethar⁄licht Athgabála* (Binchy 1973: 50).

Sources:
Celtica x (1973) 50, 61; DIL [*lobad*]; GEIL 179

Corpus Iuris Hibernici:
409.29-30

lóg n-enech "honour-price (lit. price of the face)"
~ was the valuation of the freeman's (→ *sóer*) status, not a valuation for life or for a year, but a valuation of the power and effect of his status at any given time (Mac Neill 1923: 270). The ~ of an adult freeman derived from his rank. The ~ of his dependant was a proportion of his own ~ (Kelly 1988: 11).

The ~ became payable to a man whenever his honour was attacked, whenever an offence against him caused him to lose face. Physical assault was also an offence against his honour, and so was the assaulting of a person under a man's protection (→ *díguin*). More particularly it was the denial to a man of the rights attached to his position that brought about the liability to pay him his ~. If he was refused the hospitality due to him (→ *esáin*), or if his authority (→ *déis*) was flouted he was entitled to his ~ (McLeod 1986: 54). Breach of the duties attached to these privileges led to loss of honour (McLeod 1986: 54).

A person's capacity to perform most legal acts was linked to his ~. He could not make a contract (→ *cor*) for an amount greater than his ~, nor could he go surety beyond this amount. His compurgatory oath (→ *tongid*) and his evidence (→ *fíadu*) were only given a weight commensurate with his ~ (Kelly 1988: 9). A man's ~ also determined the size of the grant (→ *taurchrecc*) he might receive from a lord (→ *flaith*) in clientship (→ *gíallnae*) for it was aid to him as his submission-price (→ *taurchluide*).

In the oldest law penalties normally consisted of the ~ of the injured party or a multiple or a fraction thereof, so that all compensation varied according to rank (Binchy 1941: 85).

From the original meaning 'face, countenance' the technical legal term meaning 'honour, dignity' was a natural transition for which there are parallels in other languages (Binchy 1941: 84-85). In the early law tracts ~ was much more frequent than *eneclann*, which replaced it in later writings (Mac Neill 1923: 278).

Sources:
CG [*enech*]; DIL [*enech*] ii; GEIL 8-9, 11, 126; PRIA xxxvi C (1921-24) 266, 270-1, 278; ZCP xli (1986) 54-5

Corpus Iuris Hibernici:
511.19-22, 777.20-2, 779.5-7, 1123.22-4

Related bibliography:
CG 23-6 (CIH 777.20-2), 121-4 (CIH 779.5-7), 208, 265, 296, 349; Ériu xiii (1942) 30.33-6 (CIH 1123.22-4); IR 64 § 4

luge (< *luigid*) "oath"
~ served as verbal noun of *tongid* (→) and was the general word for oath. *Noill* (→) may have had an equally general significance (Binchy 1941: 99).

Sources:

CG [*luge*]; DIL [*luige*] 1; GEIL 199 [note 60], 232 [note 19]; ZCP xxxi (1970) 22-3

mac(c) "son"

The sons of different unions would have all rights of inheritance (→ *orbae*) but their mothers would not have equal status (→ *adaltrach, cétmuinter, dormun*) (Kelly 1988: 70).

The rearing of children was usually the responsibility of both parents. However, the father (→ *athair*) alone was responsible for rearing his child if the union was forbidden by the girl's father, if the mother was sick, disable, insane, a slave (→ *cumal*), or if the mother died (Kelly 1988: 85). Similarly, the mother had to rear her child by herself (presumably at her parents' home and with the help of her kin (→ *fine*)) if the union was forbidden by the man's father, if the father was a slave (→ *mug*) or an outlaw, or if she was a prostitute (→ *baítsech*) (Kelly 1988: 86). Provide certain stated legal formalities were carried out and the parentage of a child established beyond all doubt the father undertook his share in the responsibility of his child's upbringing even in cases cited were the mother would ordinarily bring up the child alone (Mulchrone 1936: 198).

The influence of Christianity is clearly responsible for the high legal worth of a young child. Consequently, any injury inflicted on a young child (0-7) entailed a heavy penalty no matter what social class he belonged to (Kelly 1988: 83). Therefore we can suppose things were not the same before Christianity, and offences against young children followed the same social distinctions that offences against adults.

Children were commonly sent away from home to be fostered (→ *altramm*) while still very young (Kelly 1988: 86). Some boys received special training in poetry, medicine, and various other crafts from a master (→ *fithidir*) (Kelly 1988: 91). A child under fourteen had no legal responsibility nor any right to independent legal action (Kelly 1988: 81). His honour-price (→ *lóg n-enech*) was half that of his or her father (or male guardian (→ *conn*)) and stayed at that level as long as he or she remained dependent on him (Kelly 1988: 84).

Liability for a child's offence was normally borne by his father, or by his fosterfather while on fosterage. If the father was insane or senile, the injured party had to secure redress from his kin. If he was an alien (→ *cú glas*), from the child's maternal kin (→ *máithre*). If he was a semi-freeman (→ *fuidir*), from his lord (→ *flaith*). If a dependent child from twelve to seventeen stole something he was only required to restore it or its equivalent. No further penalty had to be paid (Kelly 1988: 83). If a child under ten was injured, the culprit was required to provide him or her children sick-maintenance (*maccothrus* → *othrus*) (Kelly

1988: 84). Once a child have advanced beyond his 'training' years, whether at home or in fosterage, he was entitled to a status of his own (McLeod 1987: 58).

~ *béoathar* "son of a living father"

If, after he was beard-encircled, a young man was still under his father's dominion, he was allowed a whole range of necessary contracts (McLeod 1987: 63). A young man may be forced to rent land because his father was still in possession of the kin-land (→ *fintiu*) and there was not enough room on it to support them both (*ócaire* → *aire*) (McLeod 1987: 64).

Three categories of ~ were distinguished:

~ *té* "warm son" or **~ *gor*** (→ *goire*) "pious son"

Dependent son who was subject to proper controls. His father directed his movements and actions. He could not act as a valid contractual witness, eyewitness (→ *fíadu*), or surety (→ *ráth*). Except with his father's consent (→ *aititiu*), his contract (→ *cor*) was generally invalid. However, he could annul a contract made by his father which could endanger his own survival (Kelly 1988: 80).

~ *úar* "cold son" or **~ *ingor*** "impious son"

Son who had failed in his duty to provide filial service and obedience to his father. His contract was invalid, and he could not be harboured or protected by anyone. He was deprived of his share of heritance (Kelly 1988: 103). There was no legal support for anyone who gave a pledge or acted as a surety (→ *aitire*, *naidm*, *ráth*) on his behalf after he had been proclaimed by his father (Kelly 1988: 80).

~ *ailte* "reared son"

Son who had been allowed independence. His father had permitted him to choose whether he wished to devote himself to a profession or to husbandry. He was competent to make any advantageous contract without his father permission. In cases where his father was entitled to overturn his contract, he had to register his opposition within three days - otherwise the contract became fixed (Kelly 1988: 81).

***fel*~** "pupil" (see *fithidir* →)

~ *ealbh* / ~*slabra* "son cattle"

Donation of cattle and other goods the child received from both his parents and his fosterparents (Kelly 1988: 89 - note 176) in consideration of his duty of maintenance (Dillon 1936: 130).

~ "enforcing surety (→ *naidm*)"

Sources:

Celtica iii (1956) 228-31; DIL [*mac*]1 i, ii; GEIL 54, 70, 71, 75 [note 53], 80-6, 102-3, 161-2; SEIL 129-32, 187-206 (esp.198); ZCP zlii (1987) 58, 63-4; meaning 'enforcing surety': DIL [*mac*] 2; GEIL 172, 232 [note 19]; ~*ealbh*: GEIL 89 [note 176], 121

Corpus Iuris Hibernici:
14.8-9, 18.13, 20.28, 20.29-30, 21.11, 21.24, 21.27-22.10, 28.10-1, 29.1-2, 29.10, 31.6-8, 45.17-46.22, 46.39, 107.9-110.13, 227.7-10, 232.7, 294.13, 351.25-6, 375.4, 375.6, 375.8-9, 400.4, 426.1-6, 439.28-9, 439.33-5, 442.8-9, 442.13, 491, 519, 534.26-8, 535.1-2, 536.1, 536.2-3, 536.23-4, 592, 593.26-34, 739.17-8, 741.7, 779.7, 779.8, 857.28-9, 989.5-10, 1242.16, 1276.36-7, 1296.17-1301.1, 1348.25-6, 1520.40, 1546.26-1550.14, 1575.12, 1575.13, 1575.14, 1575.15-8, 2193.5-6, 2195.24-5

Related bibliography:
BC §§ 52-54; Bürgschaft 8-9; 11 § 36 (CIH 593.26-34); CG 125 (CIH 779.7), 126-7 (CIH 779.8), pp.89-90; DAC §§ 1 (CIH 1348.25-6), 57 (CIH 989.5-10); Ériu xi (1932) 71.1-2; xii (1938) 87 (CIH 1242.16); xxxiii (1982) 59-63; Heptads 21 (CIH 20.29-30), 22, 34 (CIH 31.6-8), 50 (CIH 45.17-46.22); IR 22 § 22 (CIH 439.28-9), 22 § 24 (CIH 439.33-5), 28 § 32 (CIH 442.8-9), 31 § 33 (CIH 442.13), 63 § 1 (CIH 426.1-6), 83-7; *Macc Lechta* (CIH 107.9-110.13, 1296.17-1301.16, 1546.26-1550.14); SEIL 74 § 36; Triad 152; ZCP xiii 22-3; xiv (1923) 375 § 38; xv (1925) 311 § 7 (CIH 2193.5-6), 322-3, 332 § 24 (CIH 2195.24-5)

máithre "maternal kin"
No form of marriage (→ *lánamnas*) entailed the complete separation of the woman from her own family (→ *fine*). The more formal the marriage, however, the greater the severance (Binchy 1936: 182). In the legal relation between the children (→ *macc*) and their ~ the general rule was that the children belonged to the father's (→ *athair*) family, as in every other Indo-European system. Yet the ~ had certain limited rights in regard to them (Binchy 1936: 182): if a son or daughter (→ *ingen*) was killed (→ *cró*) illegally (whether in childhood or in adulthood) the ~ was entitled to a *aréir* (→). If it was not paid, the male members of the ~ were obliged to join in a blood-feud (→ *dígal*) against the culprit. The ~ was also required to intervene if a child's fosterage was improperly carried out.

It was probable that it was the maternal uncle who was expected to take a particular interest in the rearing of his nephews (→ *niae*). The responsibility of the children were solely of the ~ if the mother was a prostitute (→ *baítsech*) or if the father was an outsider (→ *ambue*, *cú glas*) or a person unequipped for carrying out normal paternal duties. On the other hand the ~ had no responsibility for the children of an insane, a slave (→ *cumal*) or a sick woman or for a child begotten against the wishes of the woman's father, or by rape (→ *forcor*) (Kelly 1988: 15).

The limited interest accorded by the law to the ~, far from representing the survival of more primitive conditions, may well have resulted from the

progressive recognition of the claims of natural kinship (→ *fine*). After all, the natural ties of affection between the woman (→ *bé*) and her own kin, as well as between her children (→ *macc*) and their maternal relations, must have always been powerful: there is nothing improbable that the law eventually recognised the strength of these ties by assigning to the representative of the woman 's family certain rights and duties in regard of herself and her children (Binchy 1936: 186).

Sources:
DIL [*máithre*]; GEIL 14-5; SEIL 132, 182-3, 186

Corpus Iuris Hibernici:
20.27-21.24, 21.27-22.10, 441.6-7, 441.10-1, 442.4-5, 442.8-9, 442.13-5, 1575.15-8, 2194.5-6

Related bibliography:
IR 27 § 28 (CIH 441.6-7), 27 § 29 (CIH 441.10-1), 28 § 31 (CIH 442.4-5), 28 § 32 (CIH 442.8-9), 31 § 33 (CIH 442.13-5); SEIL 182, 186, 195 (CIH 1575.15-8); ZCP xv (1925) 320 § 13 (CIH 2194.5-6)

mer "mentally deficient"
A ~ posed less of a threat to other people, and was normally permitted into the ale-house. In general, responsibility for an offence committed by a ~ devolved on his guardian (→ *conn*), but the guardian was not responsible for the ~'s offences in an ale-house, provided he was not a *bibdu* (→) (Kelly 1988: 92).

A man who impregnated a ~ was solely responsible for rearing the offspring (→ *macc*) (Kelly 1988: 93). A ~ was not brought away on sick-maintenance (→ *othrus*) and was paid a fine instead because it was difficult to guard (Kelly 1988: 92 - note 196).

The law texts employ a wide range of terminology when referring to persons of unsound mind (see also *conn*) (Kelly 1988: 91-92). In some law-texts ~ seems to be used mainly of women (→ *bé*) and *drúth* (→) of men (→ *fer*). However, there are clear instances of a male~ and a female *drúth* (Kelly 1988: 92 - note 196).

Sources:
DIL [*mer*] 1; GEIL 92-3; SEIL 106-7

Corpus Iuris Hibernici:
20.29, 124.9-10, 269.23, 351.26, 372.21, 939.10-1, 1276.18-1277.13, 2289.10-1

Related bibliography:
Do drúthaib (CIH 2106.34-2107.20); Ériu xi (1932) 68-72 (CIH 1276.18-1277.13); xii (1938) 12 § 12 (CIH 2289.10-1)

míad "dignity, rank"
Status of an individual, on which his privileges depended and which was officially recognised in his *lóg n-enech* (→) (DIL). According to Breatnach, ~ was abstract and no specific, opposed to *grád* (→).

Sources:
DIL [míad] (b)

Related bibliography:
Míad lechta (CIH 582.32-589.32); PRIA xxxvi C (1923) 311-3; ZCP xiv (1923) 340

mug "male slave"
At the bottom of society were the slaves. They originated as prisoners of war, foreigners picked up by slave-traders, or people who could not pay dept or fine, and so passed into slavery (Kelly 1988: 95). Slavery was also a common alternative to the death penalty. As a ~ was valuable possession, the economic inducements for the wronged party to opt for enslavement rather than execution were considerable (Kelly 1988: 216).

Parents sometimes sold their children into slavery (Kelly 1988: 95). However, in early Ireland the ~ does not seem to have been generally used as a unit of currency or value (see also *cumal*) (Kelly 1988: 113).

The slaves were subject to all the restriction of other *báeth* (→), but enjoy none of their rights. They could not act as a witness (→ *fíadu*), or make any kind of contract (→ *cor*) except under their master's orders. They had no legal protection against ill-treatment or even death at the hand of their master. Their master had to pay for any crime which they committed, and was entitled to compensation for offences committed against them (Kelly 1988: 95). The ~ did the most menial work on the farm and if he accidentally killed or injured a passer-by while chopping wood, neither he nor his master were liable for a fine or other punishment (Kelly 1988: 96). If a free woman (→ *bé*) allowed herself to become pregnant by a ~, she alone was responsible for rearing the child (→ *macc*) (Kelly 1988: 96).

The runaway slave was classed as an *élúdach* (→ *élúd*) (Kelly 1988: 95).

Sources:
DIL [*mug*] i; GEIL xxiii, 11, 95-6, 113, 216

Corpus Iuris Hibernici:
21.27-8, 231.15-7, 285.23-32, 351.24, 402.8, 536.23, 570.15-6, 596.16, 2196.18-9

Related bibliography:
Bürgschaft 19-20 § 59 (CIH 596.16); CG 580-2 (CIH 570.15-6), p. 38; ZCP xv (1925) 339 § 30 (CIH 2196.18-9)

muimme "fostermother"
Also *datnat* (less common). It was common for children to be set away from home to be fostered (→ *altramm*) while still very young so that the intimate forms normally used of the parents, have been transferred to the fosterparents (→ *aite*) (Kelly 1988: 86). The fosterparents stood almost in the same legal relation to their fosterling (→ *daltae*) as the actual father (→ *athair*) and mother. Similarly, the relationship between *inailt* (→) and ~ was far closer than that of fosterdaughter (→ *ingen*) and *aite* (→) (Mulchrone 1936: 200).

Sources:
DIL [*muim*(*m*)*e*]; ÉC xii (1968-69) p. 113; GEIL 86-7; SEIL 200-1

Related bibliography:
GOI § 273; LEIA [*muime*]

murchoirthe "castaway, one thrown up by the sea"
He had no legal standing unless taken into service, in which case his honour-price (→ *lóg n-enech*) was normally one third that of his master, who had to pay for any offences which he committed. In some case he could have been a criminal (→ *bibdu*) who had been punished by being set adrift and subsequently taken into service in the *túath* (→) where he had been washed up (Kelly 1988: 6).

The law texts refer to various types of outsider (→ *ambue*, *cú glas*, *deorad*), and the distinctions between them are not always clear (Kelly 1988: 5).

Sources:
DIL [*murchuirthe*]; GEIL 6

Corpus Iuris Hibernici:
17.17-8, 382.18, 1913.10, 1915.26-7, 2308.20-9

Related bibliography:
Ériu xx (1966) 28 § 12 (CIH 2308.20-9); IR 7 (CIH 1915.26-7), 39 (CIH 1913.10)

naidm (< *nascid*) "enforcing surety"
The ~, with or without the assistance of *ráth* (→) and *aitire* (→), warranted the performance of the obligation for which he stood surety (Binchy 1941: 101). He had no financial liability towards the other contracting party in the event of default by the principal. He had wide powers to force the principal to carry out

his obligations: he could distrain (→ *athgabál*) his property or size and imprison him, and he was legally entitled to use violence on a defaulting principal (Kelly 1988: 171). The ~'s honour was involved in the performance of his guarantee, and any neglect of his duty to levy execution against the defaulting principal was attended by loss of honour-price (→ *lóg n-enech*) and legal status.

In a society where there was no public enforcement of legal claims, the ~, pledged to levy execution against a defaulting debtor, offered a primitive substitute for the modern State-administered justice (Binchy 1941: 101). As a rule two or more ~s had to be found by each party (→ *féchem*) to an important contract (→ *cor*) (Binchy 1941: 101). Maybe one to compel each contracting party to fulfil his side of the bargain, and one to compel each *ráth* to pay up in the event of default (Kelly 1988: 171).

While sometimes used in its original sense of engagement, binding, ~ usually means a particular type of surety (or suretyship) (Binchy 1941: 100).

Sources:
CG [*naidm*]; DIL [*naidm*(*m*)]; GEIL 167, 171-2, 173, 186 [note 66], 192, 193, 194

Corpus Iuris Hibernici:
9.5, 239.37, 591.8-599.38, 782.4, 906.36-7

Related bibliography:
Berrad Airechta (CIH 591.8-599.38); Bürgschaft 6-32 (CIH 591.8-599.38), 56-61; CG 305 (CIH 782.4); Heptad 6 (CIH 9.5); IEIE 364, 366 [note 18] (CIH 239.37); Lawyers and Laymen 210-33 (CIH 591.8-599.38); Peritia v (1986) 96; Suretyship

necht "sister's daughter"
Nia(*e*) (→) and ~ were early obsolete (Vendryès 1953-54: 198).
According to DIL ~ mean grand-daughter.

Sources:
DIL [*necht*] 1; ÉC vi (1953-54) 198-9

nemed "privileged (lit. sacred, holy)"
The original name seems to have been that of a consecrated place. The secondary meanings arose probably from the immunities or honour attached to this place (DIL). It was used as a generic term for every person having the franchise of the *Féni* (→) (Mac Neill 1923: 273). The term ~ comprised all person of free status (→ *sóer*). We can hardly doubt that freemen where "holy" in the sense of being qualified to participate in public religious rites (Mac Neill 1923: 266). The association of free status with 'holiness' dates from heathen times (Mac Neill 1923: 266).

soer~

The chief categories of ~ were the tribal king (→ *rí*), perhaps also the chief druid (→ *druí*) of the *túath* (→) as well as the chief poet (→ *fili*) and the *briugu* (→) (Binchy 1973: 34). It was not a closed caste: if a ~ behaved in a manner unbefitting to his status or failed to carry out his obligations, his rank could be reduced even to that of a commoner (Kelly 1988: 11) (in that case the reduction of rank did not involve his family) (Kelly 1988: 12).

A ~ had special legal privileges and was also immune from some legal obligations because his honour (→ *lóg n-enech*) was too great for the surety to sue in the event of default (Kelly 1988: 9). For the same reason in a contract (→ *cor*) with a ~ it was extremely difficult to enforce the contract if the ~ reneged (Kelly 1988: 162). To pressurise a ~ into conceding justice the plaintiff had to use the practice of *troscud* (→) (Kelly 1988: 182). A ~ who held out against a justified and properly conducted fast was deprived of his legal rights in society (Kelly 1988: 183). However no ~ - even a king - was entirely above the law (Kelly 1988: 9).

doer~

Lower appendage of the ~, including physicians (→ *liäig*), judges (→ *brithem*), druids (→ *druí*) (Mac Cana 1970: 66), blacksmiths, coppersmiths, harpists, carpenters and other craftsmen (Kelly 1988: 10). A ~ did not enjoy full *nemed* privileges (Kelly 1988: 10). However, a person who attained to the peak of his craft or profession shall enjoy equal honour price and therefore equal legal status, with certain of the *soernemed* grades (Mac Cana 1970: 67).

The most important social distinctions seem to have been between those who were ~ and those who were not ~, those who were *sóer* (→) and those who were *dóer* (→) (Kelly 1988: 9).

Sources:
Celtica x (1973) 34; DIL [*neimed*]; GEIL 9-10, 11-2, 120, 162, 182-3; PRIA xxxvi C (1921-24) 266; Stud. Celt. v (1970) 66-7; doer~: GEIL 10, 43, 60, 181, 233

Corpus Iuris Hibernici:
46.37-47.3, 55.1-6, 366.1, 433.27-9, 451.23-7, 1118.21; doer~: 1593.11-2, 1612.4-9

Related bibliography:
BB 107-9, § 39 (CIH 451.23-7); Ériu xiii (1942) 23.26 (CIH 1118.21); Heptad 51 (CIH 46.37-47.3), 63 (CIH 55.1-6); UB 6, 37; ZCP xv (1925) 271-2; doer~: AM § 52

nia(e) "sister's son"
~ and *necht* (→) were early obsolete (Vendryès 1953-54: 198).

Sources:
DIL [nia] 2; ÉC vi (1953-54) 198-9

noíll "oath"
The usual word for an oath in Old Irish was ~ (Wagner 1970: 4). See also *luge*, *tongid*.

ban ~ "woman's oath"
A ~ was normally invalid. In certain cases, however, a ~ was acceptable at law (Kelly 1988: 202).

frith~ "counter-oath"

Sources:
DIL [*noíll*]; GEIL 199 [note 60]; ZCP xxxi (1970) 4-5; ban ~: GEIL 202

Corpus Iuris Hibernici:
387.30, 1570.6, 2296.29-31

Related bibliography:
Ériu xii (1938) 31 § 38 (CIH 2296.29-31); Triads 159, 165

óenach "regular assembly"
Assembly of the people of one or several *túatha* (→ *túath*), during which, beside the exchange of goods and the holding of games, horse-racing, and various athletic competitions, the 'public business' of the *túath*, including important lawsuits between different kindreds and the issue of special ordinances, was transacted (Binchy 1958: 124). Apparently the ~ was held at regular intervals, but perhaps the king (→ *rí*) may convene it at other times also; at all events he could only pledge (→ *gíall*) his people to an ~ when the latter had been proclaimed by the whole *túath*. During the ~ the king could pledge his subjects to observe certain important public obligations (Binchy 1941: 102). In the case of an overking, such an assembly could be attended by people from a number of *túatha* (Kelly 1988: 4).

Sources:
CG [*óenach*]; DIL [*óenach*] 1; GEIL 4; Ériu xviii (1958) 124

Related bibliography:
CG 102

óeth "oath"
Teutonic loan-word? (DIL).

Sources:
DIL [*oeth*]; ZCP xxxi (1970) 34

ón "(interest free?) loan"
Two types of loan are commonly distinguished in the law-texts and other sources: *airliciud* (→) and ~, but the difference between them is unclear (Kelly 1988: 117). For further information on both types of loan, see *airliciud*.

Sources:
DIL [*ón*] 2; GEIL 117-8

Corpus Iuris Hibernici:
43,21-44.3, 571.17-572.19

Related bibliography:
Cáin Óna (CIH 571.17-572.19); Heptads 48 (CIH 43,21-44.3), 80 (CIH 571.26-31); Thes. i 700.37

orbae "inheritance"
On a man's death the general rule was that his property passed automatically to his dutiful sons (→ *macc*), or was divided out among his kinsmen (→ *bráthair*) if he was childless. However, he was allowed in certain circumstances to bequeath a portion of his property according to his own wishes (→ *audacht*, *timnae*) (Kelly 1988: 122). To ensure fairness in the division of an ~, the division was made by the youngest inheritor, but the eldest got the first choice and the youngest the last. For the purpose of ~, a man's son by another woman (→ *bé*) - provided the union was recognised by his kin (→ *fine*) - had the same rights of ~ as the son of his *cétmuinter* (→). Other sons were normally ineligible for a share of the ~ (Kelly 1988: 102). Whoever carried out the filial duty instead of an impious son was entitled to a share of the ~ worth the price of a man (→ *fer*) (Kelly 1988: 103). Rights of ~ could be acquired by a person adopted in a kin-group, either through payment of an adoption (→ *fóesam*) fee or through invitation. He was entitled only to what was stipulated in the contract (→ *cor*) (Kelly 1988: 105).

Once a father had sons he lost his right to inherit from their mother, his share going to them (Dillon 1936: 178). If a man predeceased his father (→ *athair*) before the division of the ~ and he had sons, they were given the share which would have fallen to him. They therefore shared along with their paternal uncles (Kelly 1988: 103). If there was a male heir, the movable goods were equally divided between male and female heirs, except paternal land (→ *fintiu*) (Dillon 1936: 134). Any property which the father had himself acquired which they shared equally with sons (Dillon 1936: 134). In the rules governing ~ the son was always the chief figure, the daughter coming level with him only in one

case, namely, as heir of her mother if there were sons only from a further husband (Dillon 1936: 179).

If a whole kin-group (*derbfhine* → *fine*) became extinct, the ~ was distributed among a wider circle of the kin (Kelly 1988: 104). If there were no surviving, the estate probably passed to the community (Dillon 1936: 134).

banchomarbae "female heir"

A daughter (→ *ingen*) could inherit a life-interest in real property, including family land (→ *fintiu*), as well as chattels, from her father (→ *athair*) if there were no mail heirs, from her mother if there were no sons (Dillon 1936: 178). It is likely that there was in the oldest text an absolute limitation of women's (→ *bé*) capacity to inherit (Dillon 1936: 156). The ~ originally corresponded to the appointed daughter of Greek and Indian Law, designed by her father (in default of any surviving male issue) to bear sons to a certain husband, usually (but not invariably) her nearest agnatic relative (Binchy 1936: 184). These sons were by legal fiction regarded as the agnatic heirs of her father and succeed to the family inheritance. The practice of appointing a particular daughter (→ *ingen*) to bear sons (→ *macc*) died out, and instead the principle was admitted than in default of male issue a daughter was entitled to succeed to the family estate. As a result she only took a life estate in the family property, which had to be returned on her death to the nearest agnatic relation (→ *bráthair*) of her father (→ *athair*) (Binchy 1936: 184).

A woman (→ *bé*) did not pass into the kin-group (→ fine) of her husband for purposes of inheritance, but remained in the kin-group of her father (Dillon 1936: 178-179). Therefore, the son of a ~ did not inherit *fintiu* (→) unless his father, while being husband (→ *fer*) to his mother, was also the nearest surviving member of her kin-group (Dillon 1936: 151). A ~, like other women, might hold land acquired in other ways or land freely bestowed upon her by her father. This land was not restorable to her kin, but vested in her son upon her death (Dillon 1936: 152). Her daughters, however, could inherit a life-interest from her if there were no sons, and the *gelfine* (→ *fine*) then succeeds her (Dillon 1936: 136). The right of a daughter to inherit from her father was a further privilege (Dillon 1936: 140). The only property in land a ~ could transmit to her male heirs was the property acquired for services rendered or by gift (Dillon 1936: 178). But if her husband was an alien (→ *deorad*), she was entitled to pass on to her sons the inheritance of a sister's son (→ *niae*) (Kelly 1988: 104). They hold all the land, if they work on it, so long as they remain within the mother's fine (→ *máithre*) (Dillon 1936: 152).

By virtue of her ownership of land, a ~ had more extensive legal rights than other women (Kelly 1988: 105). She had the right to distrain (→

athgabál) goods and to make formal legal entry (→ *tellach*) into her rightful inheritance (Kelly 1988: 76).

ferchomarbae "male heir"

A son inherited a share of his father's movable property, as well as his land (→ *fintiu*) (Kelly 1988: 122).

Sources:

Celtica ix (1971) 160 [note 15]; DIL [*orb*(*b*)*a*]; GEIL 93-4, 102-4, 105, 122; SEIL 133-4, 183-4; *ban*~: GEIL 76, 104-5; SEIL 104, 136-43, 152-6, 178-9, 183-4; *fer*~: GEIL 122

Corpus Iuris Hibernici:

44.1, 232.7, 431.14, 534.26-8595.11-2, 739.17-8, 741.16, 1034.3-11, 1250.7, 1276.18, 1276.21, 1276.24, 1289.11, 1296.32-6, 1296.37, 1297.25-6, 1547.13-7, 2107.1; *banchomarbae*: 431.30-1, 736.28-9; *ferchomarbae*: 736.20-1

Related bibliography:

BC iv 68-72; Celtica xvi (1984) 11; CCF (Rec. H) 42 §§ 64-5 (CIH 1034.3-11), 44 § 69; Ériu xi (1932) 68 (CIH 1276.18); Kinship ch. 2 iv; Triads 152, 205

othrus (< *othar*) "sick-maintenance, obligation to provide a person who had been seriously injured with medical attention and nursing (Binchy 1941: 91)"

~ represents an inheritance from Indo-European customary law (Watkins 1976: 22). The injurer, beside paying the ordinary legal penalties, was bound to have his victim removed to the house of a third party, where he was nursed back to health under a leech's (→ *liäig*) direction (Binchy 1941: 91). Before the sick man was removed on ~ the injurer had to give a fore-pledge (→ *gell*) and find at least one surety (→ *aitire*) (Binchy 1941: 92) to guarantee that his obligations would be fully discharged. The culprit had to pay medical expenses and provide suitable food and accommodation for the victim and for an accompanying retinue (→ *dám*) appropriate to his status (Kelly 1988: 130). He had also to provide a substitute to do the normal work of the victim (Kelly 1988: 131). Before leaving for home at the end of the period of nursing the patient was examined by a physician, and if he was found to be still suffering from some lasting blemish or disability, the injurer became liable to the additional penalty of *íarmbrethemnas* (→) (Binchy 1966: 18).

Certain exalted classes were excepted from ~ owing to the heavy expense which their ~ (and the maintenance of their retinue) would impose on the injurer. Where any such person had been injured, the guilty party could compound for the ~ by tendering a special fine equivalent to the victim's

honour-price (→ *lóg n-enech*), and was thereby discharged from all his obligations under ~.

As Binchy has shown (Ériu xii (1938) 78-79), the older name was *folog* 'maintenance', specified as *folog n-othrusa* 'maintenance of sickness', from which *othrus*, originally 'sickness' alone came to be used for 'sick-maintenance' in the legal sense (Watkins 1976: 24).

macc~ "children sick-maintenance"

An injured child (→ *macc*) under ten was to be fed the normal food to which he or she would be entitled on fosterage (→ *altramm*) provided it did not endanger the child's health in the opinion of a physician (→ *liäig*). If the child was unweaned, it had to be accompanied by its mother (Kelly 1988: 84).

fer~ "adult sick-maintenance"

After the age of ten, a boy or girl was entitled to ~ according to the rank of his or her father (→ *athair*) (Kelly 1988: 84).

lóg n-othrusa "payment for sick-maintenance"

Payment that substituted the traditional system of sick-maintenance (Kelly 1988: 133).

Sources:

CG [*folog*]; DIL [*othrus*] (b); Ériu xxvii (1976) 1-20; xxvii (1976) 21-5; GEIL 84, 130-1, 133, 153; PRIA xxxvi C (1921-24) 285; *fer~*: GEIL 84; *macc~*: GEIL 84; *lóg n-othrusa*: GEIL 130

Corpus Iuris Hibernici:

588.20-1, 777.36-8, 777.39, 1163.13-6, 1217.5, 1634.15-23, 2286.24-2305.3

Related bibliography:

Bretha Crólige (CIH 2286.24-2305.3); Celtica viii (1968) 149, 153.1-3; CG 47-51 (CIH 777.36-8), 52 (CIH 777.39), pp. 91-3; Ériu xii (1938) 1-77 (CIH 2286.24-2305.3), 78-134; GC § 27; *Slicht Othrusa* (CIH 1163.13-6, 1634.15-23, etc.); macc~: BC §§ 52-4 (CIH 2300.24-34); Ériu xii (1938) 24 § 29 (CIH 2294.9-10), 40-2 (CIH 2300.24-34)

rath "fief"

Livestock, land or other valuables, especially farming equipment - advanced by the lord (→ *flaith*) to the free client (→ *céle*) (Kelly 1988: 29). ~ could be applied to any grant, not just those of free clientship, and can often be found outside the legal context (Gerriets 1987: 45).

Sources:

CMCS xiii (1987) 45; DIL [*rath*] 2; GEIL 27 [note 60], 29

Corpus Iuris Hibernici:
432.21-436.32, 1770.15-1778.33

Related bibliography:
Cáin ᚏóerraith (CIH 1770.15-1778.33); *Di Dligiud Raith 7 Somaíne la Flaith* (CIH 432.21-436.32)

ráth "paying surety"
The ~ warranted with his own property the performance of an obligation by the principal for whom he stood surety. Almost every important juristic act required the intervention of two or more ~s. The function of the ~ was twofold:
1) to keep memory of the transaction, and in case of dispute to testify to its conclusion and its terms
2) to discharge his principal's obligation under it in the event of the principal's default

If the latter failed to meet his obligations within the legal period, the other party to the transaction gave formal notice to the ~ of his intention to levy the amount due to him (plus the normal penalty for default) by distraining (→ *athgabál*) the ~'s property. Thereupon the ~ gave a pledge (→ *gell*) which had to be redeemed within a certain time by the payment of the debt (plus the penalty) either by the principal debtor or the ~ himself. In the former event, the principal had to compensate the ~ for having given a pledge on his behalf. On the other hand, if the principal defaulted once more, and the debt had consequently to be levied on the ~'s property, the latter's compensation was correspondingly increased to cover double the amount of the debt and penalty, the ~'s honour-price (→ *lóg n-enech*), (Binchy 1941: 103) and any other expenses which he could have incurred through acting as a surety (Kelly 1988: 168).

By agreeing to act as a ~, a person took on a very serious responsibility (Kelly 1988: 168). Default by him was a breach of honour which entailed complete loss of honour-price and legal status (Binchy 1941: 103-104). The ~ was entitled to distrain goods to this value from the principal. However, he had no legal redress for losses he could sustain through unwisely going surety to various categories of legally incompetent person (Kelly 1988: 168). Unless settled, ~'s liabilities did not become extinguished until after the fourth generation (*derbhfine* → *fine*) (Kelly 1988: 157).

The term ~ could be used both of the surety and the suretyship he undertook, although the latter was sometimes expressed by the abstract *ráthaiges* (paying surety) (Binchy 1941: 103). Being closely connected with *rá*(*i*)*th* 'fort, stronghold', its basic meaning was 'one whose function is to strengthen or secure a contract' (Kelly 1988: 168). Of the various classes of surety known to Irish law the ~ approximated most closely to the Roman *fideiussor*, who is the prototype of the modern surety (Binchy 1941: 102). This kind of surety was

introduced at a relatively later period (Binchy 1973: 33) and it seems never to function separately, but always in association with a *naidm* (→) (Kelly 1988: 171).

A party (→ *féchem*) to a major contract could be unable to find a ~ of sufficiently high rank to guarantee payment in the event of default. In this case, two ~ of lesser rank could fulfil this function:

cét~ "chief surety"

The main surety normally guaranteed two thirds of the value of the contract (Kelly 1988: 169-170).

~ íar cúl "back surety"

The secondary surety, guaranteed the remaining one third (Kelly 1988: 170).

The rule that no person could be ~ for an amount exceeding his honour-price (→ *lóg n-enech*) is not found in the oldest tract on the subject; if not a piece of pure schematism, it may represent a later precaution against unwise suretyship (Binchy 1941: 103).

Sources:
Celtica x (1973) 33; DIL [*ráth*] 1; GEIL 157, 158 [note 4], 167-71, 173, 180, 182, 186 [note 66], 192, 193, 194; ~ *íar cúl*:
GEIL 169, 170; *cét~*: GEIL 169-70

Corpus Iuris Hibernici:
27.32-28.34, 61.8-11, 459.14, 782.4, 789.25-6, 1122.3-37), 2027.22-9; ~ íar cúl: 61.18, 790.20

Related bibliography:
Berrad Airechta (CIH 591.8-599.38); Bürgschaft 6-32 (CIH 591.8-599.38); Celtic Suretyship 364 f.; Celtica xvi (1984) 11; CG 306 (CIH 782.4), p. 103; Ériu xi (1932) 73-85; xii (1942) 28-9; xiii (1942) 28.30-29.34 (CIH 1122.3-37); xvii (1955) 66 § 6 (CIH 459.14); Heptads 30 (CIH 27.32-28.34), 65 (CIH 61.8-11); IEIE 360, 364; Triads 135, 218, 235, 249; ZCP xviii (1930) 368-71; ~ *íar cúl*: Bürgschaft 73

recht "promulgated law, rule, law in wide sense of a collective system of prescripts, whether traditional, codified, or inherent (DIL)"

Later superseded by *dliged* (→) (DIL).

Also 'law-abiding person, one of legal status' (thereby excluding outlaws, slaves, and aliens) (Kelly 1988: 105).

~aid "law-abiding person"

~gae "ordinance, all the law in force within a given jurisdiction, whatever be its source"

The initiative of a ~ of traditional law (→ *fénéchas*) could come from the freemen (→ *aire*, *Féni*) of a *túath* (→) presumably voiced at an assembly (→ *óenach*). But it was the king (→ *rí*) who confirmed it by taking pledges (→ *aitire*) from them for its observance (Kelly 1988: 21-22). Most of the ~s were special ordinances designed to meet grave emergencies (Binchy 1941: 104).

Sources:
DIL [*recht*] 1; GEIL 232 [note 19]; meaning law-abiding person: GEIL 105, 140; *rechtgae*: CG [*rechtge*]; GEIL 21-2, 234 [note 31]; ZCP xxxi (1970) 38-9

Corpus Iuris Hibernici:
rechtgae: 569.10-3

Related bibliography:
rechtgae: Bürgschaft 62; CG 515-9, p. 95

rí "king"
Term used of various grades of chiefs (DIL). Lords and kings all belonged to one class of society (→ *flaith*) rather than forming distinct classes. However, the ~ was often treated separately, leaving the lords as a group to be contrasted with the commons (→ *aire*) (McLeod 1986: 59). The gradation of the kings in early Irish society was a threefold one into ~, *ruiri* and ~ *ruirech*. There was no *ard*~ in the text of the Laws (McLeod 1986: 59). Each of these kings was ruler of his own *túath* (→) so that their authority within those respective kingdoms was the same for them all. They were distinguished rather in their relationship to each other. Just as freeman (→ *aire*) within a *túath* might accept the patronage of a noble (→ *flaith*) through the receipt of a grant (→ *rath*, *taurchrecc*) from him, similar bounds were created between kings (McLeod 1986: 60).
The term ~ in the laws normally refers to the tribal king (~ ***túaithe***) (Byrne 1971: 132). He was the most important *nemed* (→) in a *túath* and its direct ruler (Kelly 1988: 17). The life of the *túath* centred around him: all the freemen owe him their direct loyalty, and pay him a special tax. At any time he could summon them to repel invaders or to attack a neighbouring *túath* (Kelly 1988: 4). The ~ was responsible for relations with other *túatha*. He can also make a treaty (→ *cairde*) with the king of another *túath*. Most kings recognise the overlordship of the king of a more powerful neighbouring *túath*. The usual method of acknowledging overlordship is to accept gifts (→ *tabart*) from the superior king (Kelly 1988: 5). The contract was formally ratified by his *túath*, on whose behalf he had acted. He would engage to pay a certain amount of tribute to his overlord, attend his *óenach* (→), and lead the forces of his own *túath* on a lawful hosting called by the overlord.

Hostages (→ *gíall*) - usually members of his own family - guaranteed that he would fulfil these obligations (Byrne 1971: 133).

Only those very powerful kings were free clients (→ *céle*). The other kings were tied through forms of clientship which more closely resembled base clientship (Gerriets 1987: 49).

~ *túath* "overking of a few petty kingdoms" or ***ruiri*** "great king"

In addition to direct sovereignty over his own *túath* (→) the ~ exercised overlordship over others (Kelly 1988: 17). Within clientship a ~'s power rested on the subordinate kings who supported him with payments of goods and military service; his army consisted largely of his subordinate kings and their followers (Gerriets 1987: 40). Although military services were clearly an obligation on all clients (→ *céle*), the ~'s right to military service may not have depended solely on his rights as lord (→ *flaith*) (Gerriets 1987: 50). The supremacy of a ~ was symbolised not so much by the tributes he received as by the formal gifts (→ *tabart*) he gave (Byrne 1971: 133). The ~ was expected to share the plunder from victorious warfare (Gerriets 1987: 51). Power depended on retaining the allegiance of clients, but free clients could shift their allegiance at any time, and while base clients were more closely tied to their lord than free clients, the duties of both ended on the lord's death, so that a ~ successor had to re-establish all ties of clientship in order to secure this form of support (Gerriets 1987: 40). A ~, by having peoples and individuals in a relation of dependency similar to that of the *fuidir* (→), must have gained a more stable basis for his power than either free or base clientship offered (Gerriets 1987: 67). The larger their numbers, the greater the independence of the king, since he could support soldiers or other officers independently of his clients (Gerriets 1987: 71).

~ *ruirech* "king of over-kings" or ***ollam ríg*** "chief of kings" or **~ *bunaid cach cinn*** "the ultimate king of every individual"

Equated to the provincial kings (~ *cóicid*) of sagas, annals, and legal commentaries (Kelly 1988: 17). The existence of the provinces (*cóiceda*) seems to be the earliest and best-attested fact in Irish history. Yet it is only by the eighth century that the ~s seem to have been approaching a situation in which they could wield effective authority over their sub-kings (Byrne 1971: 135). The inability of kings to secure a lasting claim to the high kingship of Ireland may have foundered on the rights within free clientship of their supporters, for whenever one ~ gained the high kingship, the other kings who had supported him as his free clients (→ *céle*) could easily withdraw their support if they mistrusted the concentration of power in his hands. ~s had somewhat less difficulty maintaining control over their royal base clients, since these were less free to shift allegiance. Nonetheless, when the base client's lord died, his subjection ended and the lord's successor had

to renew the clientship tie in order to retain the client's allegiance. The previous king's chosen successor could be threatened by a challenger who won the allegiance of these clients (Gerriets 1987: 67).

~ *Érenn* "king of Ireland" or **~ *Temra*** "king of Tara", also called ***ard*~** "high-king" in distinction to other kings

Mentioned prominently in the sagas, rarely in the law texts. Though the idea of a kingship of the whole island had already gained currency by the 7th century, no Irish king ever managed to make it a reality, and most law-texts do not even provide for such a possibility (Kelly 1988: 18).

As the ~ was devoted largely to the performance of priestly functions to promote the welfare of the whole community, the throne had always to have a virile, healthy and alert occupant (Dillon 1973: 1). A ~ was expected to have a perfect body but it seems that a disfigurement could dethrone a ~ only from the kingship of Tara. There is no record of a ~ being deposed or suffering loss of rank as a result of defeat in battle, but cowardice reduced his honour-price (→ *lóg n-enech*) to that of a commoner (→ *aire*) (Kelly 1988: 19). Many crimes and omissions on the part of the ~ were seen as breaches of his justice (→ *fír*) (Kelly 1988: 18). The ~ was expected to avoid crimes, behave in a kingly manner, and be strong enough to claim the respect and privileges due to his office. He had to be able to enforce his rights and ensure that his subjects carried out their public duties (Kelly 1988: 19).

In a small rural unit like the Irish *túath* (→), the ~ may have originally incorporated in his person all the offices necessary to a primitive society, being at once priest, war-leader, judge, law-giver (Binchy 1970: 15). The political structure of Ireland was to a large extent based on clientship (→ *céle*), so that a ~ of a *túath* (→) had the leading members of a *túath* in clientship to him, and the ~ of a province had clientship-type ties with his subordinate kings. Although there is some evidence that kings attempted to expand their power beyond personal lordship, the day to day political reality of Irish clientship was that the king was a lord, normally the most powerful lord of a territory; his subject were either his clients or the clients of his clients. Imagining how the ~, as most powerful lord, could have avoided involvement in the resolution of legal disputes is difficult (Gerriets 1988: 30). He had to make legal decisions affecting public security, his clients (→ *céle*) or dependent persons with no other superior (Kelly 1988: 25). If he could not intervene, his power among his peers would have been seriously weakened (Gerriets 1988: 30). However, it seem improbable that all men with the ability, the inclination, and the determination to secure a kingship would also have the studious patience required to master the body of laws fully, even though the ~ was expected to be knowledgeable about the laws

(Gerriets 1988: 45). In times of emergency a ~ could issue an ordinance (*rechtgae* → *recht*), but in general the formulation of the law seems to have been in the hands of a legal class which was not under the control of a particular ~ (Kelly 1988: 21). Kings less renowned for their wisdom generally gave judgement in consultation with a *brithem* (→). But even though judging remained a royal responsibility, the ~ needed expert advice to do so competently. Very likely when cases were referred to the king, he relied on a *brithem* (probably an *ollam*) for legal expertise (Gerriets 1988: 45). Alternatively, he allowed the *brithem* to judge as his agent. Whether the ~ judged from his own knowledge, judged with the advice of a *brithem*, or had a *brithem* give the judgement, he remained responsible for the provision of justice (Gerriets 1988: 48).

It is difficult to tell from our surviving records to what extent early Irish kings were involved in law enforcement. However, it is clear that the law was to a large extent enforced through elaborate system of *suretyship* (→ *aitire*, *naidm*, *ráth*), pledging (→ *gell*) and distraint (→ *athgabál*) rather than by a king or his officials (Kelly 1988: 22).

The ~ was expected to observe the law like the other members of the túath. However, the heaviness of his honour involved some difficulties of imposing law-observance on him. Therefore, for legal purposes he could be represented by a substitute (*aithech fortha* → *aithech*). Even if the ~ had not a substitute, the plaintiff had to adopt a special procedure for obtaining legal redress from him (Kelly 1988: 25). A ~ had special powers to extract an enforced loan (→ *errech*) from his subjects (Kelly 1988: 117).

~damnae "'material' or 'making' of a king"

Any agnatic descendant of a former king within the *derbḟine* (→ *fine*) eligible for kingship (Binchy 1956: 225). Dynastic rights did not extend any further (Hogan 1931-32: 188). In Ireland a king was a member of a kin-group like any other freeman, and on his death his personal property passed in the manner prescribed by the law of inheritance (→ *orbae*) to its members (→ *bráthair*). Kingship was not divisible, though it was a heritable property within the limits of his *derbḟine*. For all that it was a principle of Irish Law that all the male members of a ~'s kin-group of suitable age and accomplishment were to be treated as potential heirs to the kingship (Hogan 1931-32: 188). A dynasty might be continued indefinitely in more than one line, provided, of course, that each line continued to be represented in the kingship without a break of three generations (Hogan 1931-32: 1989). All the members of the ruling dynasty possessed the same degree of eligibility. However, it is evident that succession from father (→ *athair*) to son (→ *macc*) must have been regarded as illegal, or at least discouraged (Hogan 1931-32: 190). Collateral branches of a dynasty had a powerful and identical

interest in opposing any succession from father to son, and equally it was in the common interest that the kingship should alternate with the greatest possible frequency between the several branches of the dynasty house (Hogan 1931-32: 192). The necessity of the succession of collaterals was the only means of safeguarding the dynastic rights of the several branches of the royal house (Hogan 1931-32: 191). It is practically certain that it was the members of the dynasty who made the final selection as between collaterals (Hogan 1931-32: 193). However, there is no evidence that a definite procedure of election was followed, with the result that the election of a ruler thus became a faction fight, in which the rival candidates frequently invoked the aid of princes of neighbouring kingdoms (→ *túath*). Sometimes the rival factions of a dynasty agreed to compromise their claims by the appointment of joint-kings. However, it would seem that in most cases the strongest party within the dynasty secured the election of its own nominee, who would usually be a collateral relative of his predecessor (Hogan 1931-32: 194) The freemen (→ *Féni*, *sóer*) of the kingdom signified their recognition of the new king by formal inauguration. This ritual came down from pagan antiquity, and was, in its origins, a heathen religious rite (Hogan 1931-32: 195).

~gain "queen"

A ~ does not seem to have enjoyed any extra legal powers independent of her husband. She had the right to give pledges, but in this she was no different from other freewomen (→ *bé*) (Kelly 1988: 78).

Sources:

CG [*rí*]; DIL [*rí*]; CMCS xiii (1987) 39-72; ÉC xviii (1981) 169-70, 176-80; xxiv (1987) 203-8; Ériu xxii (1971) 132-5, 150; xlix (1998) 1-12; GEIL xxiii, 4, 5, 17-26; PRIA xxxvi C (1921-24) 307; xl C (1931-32) 188, 195; ZCP xli (1986) 59-60; *~damnae*: Celtica iii (1956) 225; PRIA xl C (1931-32) 188-94; ~gain: GEIL 78

Corpus Iuris Hibernici:

218.32, 219.5, 219.17-8, 250.13-4, 572.7-8, 583.7-12, 600.1-601.11, 601.20-602.4, 898.13-4, 617.33, 1910-1, 1966.14-5, 2011.27, 2305.6, 2307.34; ~gain: 464.2-3

Related bibliography:

AM §§ 12-21[and notes], § 23; BB 131 [notes]; CASK; Celtic Law 68-9; CG 444-541, 559-65, pp. 87, 95, 97-98; CMCS vi (1983) 53; Early Irish Society; Éigse xv (1973-74) 24-30; Ériu i (1904) 214-5 (CIH 600.1-601.11); xviii (1956) 135; xx (1966) 22 § 2 (CIH 2305.6), 28 § 11 (CIH 2307.34); Heptads 13 (CIH 15.1-4), 81 (CIH 572.7-8); Irish Kings; Peritia v (1986) 74-106 (CIH 601.20-602.4); PRIA xxxvi C (1921-24) 300-6; Stud. Celt. x-xi

(1975-76) 17-20; Stud. Hib. xi (1971) 7-39; xvi (1976) 22, 31; TC §§ 1-2, 6; Triad 186, 235; Celtica ix (1971) 152; x (1973) 1-8, 39-40; xx (1988) 29-52

rindile "illegal satire"
Also called *cáinte* (→). According to DIL [*rindele*], ~ does not have a technical meaning, neither of legal nor illegal satire.

The satirist who did not concede right or justice to a person was considered as a legally irresponsible person.

Sources:
GEIL 49-51, 137

Corpus Iuris Hibernici:
22.8

Related bibliography:
Heptad 22 (CIH 22.8); LEIA [*rind*-]

roach "witness to a contract"
The general term *fíadu* (→) was also often used (Kelly 1988: 158 - note 3).

A person who acted as a ~ or *ráth* (→) for a contract (→ *cor*) secured only as great a proportion of it as was covered by his honour-price (→ *lóg n-enech*) (Kelly 1988: 158).

According to DIL ~ should indicate some kind of invalid witness or surety.

Sources:
DIL [*roäch*]; GEIL 80, 158 [note 3]

Corpus Iuris Hibernici:
594.9-10, 989.5-10

Related bibliography:
Bürgschaft 12 § 40 (CIH 594.9-10); DAC § 57 (CIH 989.5-10)

róe "formal duel"
Form of ordeal recognised by law (Kelly 1988: 211). A ~ had no legal validity unless carried out in accordance with the correct procedure, and the terms of the contest had to be agreed beforehand and confirmed by sureties (→ *aitire*, *naidm*, *ráth*) from both parties (→ *féchem*) (Kelly 1988: 211). Witnesses (→ *fíadu*) had also to be present (Kelly 1988: 213). A ~ had to be fought in a proper place (Kelly 1988: 212). According to others, the convention between the kindreds (→ *fine*) of the combatants and the presence of witnesses were the only requisites for ~ (Binchy 1973: 41).

Normally, if one combatant failed to appear at the time appointed for the ~, he lost his case. However, a ~ could be postponed for various reasons. A wound inflicted in a legal duel was not actionable. However, a ~ not necessarily ended with the death or serious injury of one of the participants (Kelly 1988: 212). Justice (*fir* →) was believed to be on the side of the victor (Kelly 1988: 211).

Not all legal disagreements could be resolved by a ~ (Kelly 1988: 212).

According to DIL ~ simply meant 'duel'.

Sources:
Celtica x (1973) 41; DIL [*róe*]; GEIL 211-3

Corpus Iuris Hibernici:
49.36-50.27, 50.28-30, 51.13-52.8, 52.17-35, 213.27-9, 406.28, 906.18

Related bibliography:
AM 64 § 31; ÉDC 36-74; Heptads 55 (CIH 49.36-50.27), 56 (CIH 50.28-30), 57-8 (CIH 51.13-52.8), 59 (CIH 52.17-35); ZCP xi (1917) 83

roscad (< *rosc*) "legal verse"
The precise meaning of this term has not been defined. It may mean the ordinary rules of law in mnemonic form, verse or prose (Mac Neill 1923: 273).

Sources:
DIL [*roscad*] (a); GEIL 196; PRIA xxxvi C (1921-24) 273

rudrad (< *ro-dúrad*) "length of occupation, *usucaptio*"
Period of uncontested use required for ownership to become absolute. Its length varied according to the circumstances (Kelly 1988: 109). Also used of cases where the claimant was *in mora*, having been negligent in vindicating his right (Binchy 1973: 44).

The basic meaning of the term was simply 'long (or excessive) duration', but it usually stood for the destruction of a legal right by lapse of time (Binchy 1973: 44).

Sources:
Celtica x (1973) 44; DIL [*rudrad*] 1; GEIL 109

Corpus Iuris Hibernici:
53.30-2, 573.30-574.6, 620.12, 750.1, 1520.24

Related bibliography:
ZCP xii (1918) 363.15-29 (CIH 573.30-574.6)

ruiriud "animal trespass"
Apparently, damage done by cattle running through land not belonging to the owner (DIL). It was considered as an human trespass (→ *caithig*) (Kelly 1988: 143).

Sources:
Celtica ix (1971) 166 [notes 84, 85]; DIL [*ruiriud*]; GEIL 143

Corpus Iuris Hibernici:
77.38-9

saithiud "cheating"
Contract (→ *cor*) in which the disadvantaged party (→ *féchem*) knew of the defect at the time of the agreement (Kelly 1988: 160). The main difference between ~ and *díupart* (→) is that in a case of ~ the disadvantaged party knew of the defect at the time of the agreement whereas in a case of *díupart* he did not (Kelly 1988: 160).

Sources:
DIL [*saithiud*]; GEIL 160

Corpus Iuris Hibernici:
992.12, 2193.17-8

Related bibliography:
SEIL 27

samaisc "two year-old dry heifer"
Unit of currency (see also *bó*)

Sources:
DIL [samaisc]; GEIL xxiii, 113

Corpus Iuris Hibernici:
780.24

Related bibliography:
CG 212-3; ZCP xiv (1923) 341

screpul (< lat. *scripulus*) "scruple (of silver)"
Unit of currency corresponding to 1/24 the value of an ounce (→ *ungae*) (Kelly 1988: 114).

Two terms from the Roman system of weight were taken over into early Irish currency system: ~ and *ungae* (→) (Kelly 1988: 114).

Sources:
DIL [*screpul*] (a)

Related bibliography:
GEIL xxiii, 114

selb "property, estate, also in cattle and other movable property (DIL)"
mac~ (→ *macc*) "son cattle"
Donation of cattle and other goods the child received from both his parents and his fosterparents (Kelly 1988: 89 - note 176) in consideration of his duty of maintenance (→ *goire*) (Dillon 1936: 130).

Sources:
DIL [selb] ii; mac~: GEIL 89 [note 176], 121

sellach "onlooker"
The ~ was considered in varying degrees an accessory to a crime:
1) he did not committed the crime himself, but instigated it, accompanied the man who did it and exulted in it when it was done. He had to pay full penalty.
2) he accompanied the culprit and exulted, but did not instigate the crime. He was liable to half the penalty.
3) he looked on without attempting to stop the crime. He was liable to one quarter the penalty (Kelly 1988: 155).

Sources:
DIL [*sellach*]; GEIL 155

Corpus Iuris Hibernici:
31.20-1, 404.7-405.16

Related bibliography:
Heptad 35; *Sellach*-text (CIH 404.7-405.16)

senchas "traditional lore, ancient history"

Sources:
DIL [*senchas*]; GEIL 47, 193

senchléithe "hereditary serf (lit. ancient house)"
Hereditary serf or villain who held a parcel of land in return for uncertain services and was *adscriptus glebae*, passing as an appartenance should the land be alienated. A *fuidir* (→) or *bothach* (→) whose ancestors had been settled on the same lord's (→ *flaith*) land (Binchy 141: 105) for three generations was

reduced to the status of ~ (Kelly 1988: 35). Such person was not a slave (Kelly 1988: 35), but he was bound to the soil and unable to renounce his tenancy. Hence the ~ was included in his lord's *déis* (→), because he was a permanent possession (Binchy 1941: 105).

Sources:
DIL [*senchléithe*] (b); GEIL xxiii, 11, 35

Corpus Iuris Hibernici:
566.12

Related bibliography:
Celtica xvi (1984) 1-12; CG 327 (CIH 566.12)

sét "valuable, chattel"
Normal unit of value in ancient Ireland (Binchy 1941: 105).

The honour price (→ *lóg n-enech*) of ranks below the level of king (→ *rí*) was generally given in ~, and it was also frequently used in fines (Kelly 1988: 114).

~ *gertha* "valuable of affection"
Parting gift that a child (→ *macc*) received from his or her fosterfather (→ *aite*) at the conclusion of the fosterage (→ *altramm*) (Kelly 1988: 89), the amount of which varied according to the rank of the fosterling's father (Mulchrone 1936: 190).

~ *taurchluideo* (→ *taurchluide*) "chattels of subjection"
Goods – of equal value to the base client's (→ *céle*) honour-price (→ *lóg n-enech*) – advanced by the lord (→ *flaith*) in addition to the fief (→ *taurchrecc*) (Kelly 1988: 29). Since live-stock constituted the chief medium of exchanges all value were originally calculated in cattle, as in all primitive society (Binchy 1941: 105).
See also *bó* (→)

Sources:
CG [*sét*]; DIL [*sét* 2; GEIL xxiii, 114-5; ZCP xlii (1987) 89; *sét gabla*: GEIL 115; *sét gertha*: GEIL 89; SEIL 190; *sét taurchluideo*: GEIL 29

Corpus Iuris Hibernici:
sét gertha: 1769.26, 1770.2

slán "exempt, non liable, safe"
sláinte "exemption, freedom from liability"

Sources:
DIL [*slán*] (e); GEIL 125 [note 1]; *sláinte*: DIL [*sláinte*] (c); GEIL 125 [note 1]

Related bibliography:
DIL [*slán*] (c) (d)

sleth "rape of an (unconscious) woman"
~ was often associated with drunkenness. It would seem that intercourse with a drunken woman (→ *bé*) was usually regarded as an equally serious offence to forcible rape (→ *forcor*). However, in some circumstances, a drunken woman had no redress if advantage was taken of her. Promiscuous or adulterous women got no redress if subjected to rape. There was also no redress for women who - for whatever motive - concealed the fact that she had been raped (Kelly 1988: 135-136). The rapist had to pay the honour-price (→ *lóg n-enech*) of his victim's guardian (→ *conn*). In addition, full body-fine (→ *éraic*) had to be paid for the ~ of a girl of marriageable age, or a chief wife (→ *cétmuinter*). For the rape of an *adaltrach* (→) only half the body-fine needed be paid (Kelly 1988: 135). The payment of the body-fine was a recognition of the violent nature of this offence, with possible physical injury to the victim (Kelly 1988: 134 - note 71). If the victim of rape became pregnant, the rapist was responsible for rearing the child (→ *macc*) (Kelly 1988: 135).

Sources:
DIL [*sleith*]; GEIL 134-6

Corpus Iuris Hibernici:
20.29, 42.1-43.20, 519.1-4, 779.5-7, 827.5-6, 975.28-976.3, 1178.34-1180.11, 2197.25-6, 2198.1-2

Related bibliography:
CA 32 § 50; CG 121-4 (CIH 779.5-7); ÉC iii (1938) 371; GC §§ 39 (CIH 2197.25-6), 40 (CIH 2198.1-2); Heptad 47 (CIH 42.1-43.20); SEIL 71 § 35 (CIH 519.1-4); Thes. ii 106.21; Triad 155; ZCP xv (1925) 350 (CIH 2197.25-6), 351 (CIH 2198.1-2) ; xvi (1927) 225 (CIH 975.28-976.3)

slógad "hosting, military service"
Once it had been proclaimed by the king (→ *rí*) at an *óenach* (→), ~ was a public duty for the freemen (→ *aire*) of the *túath* (→). There were three kinds of ~ to which a king could pledge his subjects:
1) a ~ in the interior of the territory to repel an invading force

2) a ~ to the border in order to meet a threatened invasion, and have either battle or treaty (→ *cairde*) with the opposing army
3) a ~ by an overking (*ruiri* → *rí*), to who, several territories owe allegiance, against a *túath* which rebelled or refused tribute (Binchy 1941: 106).

Sources:
CG [*slógad*]; DIL [*slógad*]

smacht "fine"
Penalty for breach of law (DIL), normally measured in sacks of grain (Binchy 1971: 166).

Sources:
Celtica ix (1971) 166 [note 80]; DIL [*smacht*] ii (a)

snádud "legal protection"
Also called *turtugud*; power to accord to another person immunity from all legal process over a definite period of time, which varied according to the rank of the protector (Binchy 1941: 106). It was a privilege which was doubtless originally confined to the members of the higher ranks of society, but may have later been recognised to all freeman (→ *sóer*) (Binchy 1941: 106). Nobody could give ~ to a person of higher rank than himself (Binchy 1941: 106). To kill (→ *cró*) or injure a person under ~ was to commit the crime of *díguin* (→).

It was illegal – even for *nemed* (→) – to give protection to absconders (→ *élud*) (Kelly 1988: 141).

Sources:
Celtica ix (1971) 187.30-4; DIL [*snádud*]; GEIL 140-1, 232 [note 19]; PRIA xxxvi C (1921-24) 314

Corpus Iuris Hibernici:
46-37-47.3, 451.23-7, 777.23, 778.40

Related bibliography:
BB 144-5; CG 27-8 (CIH 777.23), 114 (CIH 778.40); Heptad 51 (CIH 46-37-47.3); LEIA [*snád-*]

sóer "free"
In Indo-European society there was first of all a twofold division of society into the superior and the subservient (McLeod 1986: 58) – the Irish ~ and *dóer* (→). The superior group was further subdivided into three: priests, rulers, producers (McLeod 1986: 58). Their counterparts in Irish society were: *fili* (→), *flaith* (→) and *aire* (→).

soíre "immunity from claim"
Privilege enjoyed by the free classes (DIL).

Sources:
DIL [*saer*]; GEIL 9; *soíre*: DIL [*saíre*] ii; GEIL 64; meaning immunity from claim: GEIL 165

tabart (< *do-beir*) "gift with legal status of a contract (→ *cor*)"

Sources:
DIL [*tabairt*] 1 i (b); GEIL 121

Corpus Iuris Hibernici:
24.11-25.5, 459.23-460.2, 1035.36-9

Related bibliography:
CCF 147 § 81 (CIH 1035.36-9); Ériu xvii (1955) 66 § 7 (CIH 459.23-460.2); Heptad 25 (CIH 24.11-25.5, 1035.36-9)

tacrae "pleading, law suit"
See also *fethemnas* (→ *fethem*)

Sources:
DIL [*tacra*] i (a); GEIL 192, 195

táide "concealment"
duine~ "concealment of person"
A murder was classed as ~ if the body was concealed, or left in wilderness, and the killer (→ *bibdu*) failed to acknowledge his crime. It was regarded as a more serious offence than publicly acknowledged killing (→ *cró*). So, if ~ was fixed on a particular person by another's oath, he had to pay twice the normal penalty for killing (→ *éraic*, *lóg n-enech*) (Kelly 1988: 128).

Sources:
duine~: DIL [*táide*] 1 (c); GEIL 128

Corpus Iuris Hibernici:
duine~: 252.16-20, 390.5, 403.5

Related bibliography:
duine~: CCF 65

tairsce "trespass"
Less serious form of trespass than *airlim* (→) and *féis* (→), for the cattle did not consume anything (DIL).

Sources:
Celtica ix (1971) 166 [notes 83, 84]; DIL [*tairsce*] 2

taithmech "annulling, invalidating"
Dissolving of a bargain or contract (→ *cor*) (DIL).

Sources:
DIL [*taithmech*] (a)

Corpus Iuris Hibernici:
1963.11

tánaise ríg (< *to-ad-ni-sed*) "heir apparent to the throne"
Succession to the kingship was in theory open to any member of the *derbḟine* (→ *fine*) of a previous ruler (→ *rí*). But to avoid the disputed successions, the practice arose at a very early period of electing one of the *rígdamnai* (→ *rí*) as official heir (→ *orbae*) to the throne during the lifetime of the reigning king. We have not definite information on when and how this election was made (Binchy 1956: 225).

The use of the word 'second' in the special sense of 'heir, successor' was apparently not confined to Irish, and thus may well have been a feature of common Celtic (Binchy 1956: 224). Yet, even if the term ~ is indigenous, it does not follow that it was the only or the earliest Irish name for the heir to the throne. The old Welsh title *gwrthrychiad* and the use of the finite verb *fris-aicci* in a similar contest suggest that about 700 some word like **frescissid* was also current (Binchy 1956: 225). This word has not survived in Irish, but there is at least one use of the finite verb *fris-aicci* which supports the theory that it once existed (Binchy 1956: 222). ~ may not have been the oldest name for the heir to the throne, but we find it used as early as 848 (Binchy 1956: 222-223).

Sources:
Celtica iii (1956), 221-31; ix (1971) 180-90; CG [*tánaise* (*ríg*)]; DIL [*tánaise*] iii; ZCP xxxvi (1978) 56-60

Related bibliography:
CASK 27; CG 434 ff.; PRIA xxxvi C (1921-24) 300

taurbaid (< *to-ro-buith*) "postponement"
Temporary exemption from fulfilment of legal obligations or from infliction of penalties on ground of certain external contingencies recognised by law (DIL). A ~ operated only for as long as the defendant was incapacitated by *vis maior* or engaged in a particular action (Binchy 1973: 44). The defendant must name witnesses to swear that there were genuine grounds for the ~. The length of the

~ was apparently decided by a *brithem* (→) (Kelly 1988: 184). To distrain (→ *athgabál*) in defiance of a ~ was an offence (Kelly 1988: 184).

Sources:
Celtica x (1973) 44, 80 §§ 12-3; DIL [*turbaid*] ii; GEIL 175 [note 128], 184, 191

Corpus Iuris Hibernici:
37.26-36, 420.30, 868.28-870.33, 898.28, 898.28-3

Related bibliography:
Taurbaid-text (CIH 868.28-870.33); Triad 156

taurchluide "submission"
Stock – of equal value to the base client's (→ *céle*, *gíallnae*) honour-price (→ *lóg n-enech*) – advanced by the lord (→ *flaith*) in addition to the fief (→ *taurchrecc*) (Kelly 1988: 29): in legal phrases *sét* (→) *taurchluideo* (chattels of subjection). It might appear that the lord had purchased the legal personality of the client; but in point of fact the lords got nothing more than a right to share in the compensation due for certain injuries committed against the client (Binchy 1941: 97). The lord acquired the power of judgement over him and acted on his behalf (→ *fethem*) in court and assembly (→ *airecht*) (Mac Neill 1923: 270).

Sources:
CG [*céle*] [*gíallnae*]; CMCS xiii (1987) 45; DIL [*turchluide*]; GEIL 29; PRIA xxxvi C (1921-24) 270, 283; ZCP xlii (1987) 103

Corpus Iuris Hibernici:
sét taurchluideo: 1780.9

Related bibliography:
ZCP xiv (1923) 342 § 4 (CIH 1780.9)

taurchrecc (< *do-aurchren*) "fief (lit. fore-purchase)"
Fief – generally of livestock, but also of land or other valuables, especially farming equipment (Kelly 1988: 29), on which base clientship (→ gíallnae) was based. The amount of the ~ varied according to the rank of the client (→ *céle*). The annual food-rent (→ *bés*) due by him to his lord (→ *flaith*) was calculated on the value of the ~. Thus the ~ was the normal investment by which a member of the noble grades secured interest or revenue in the form of regular supplies of food and farm produced for the support of himself and his retainers (Binchy 1941: 108-109). It generally seems that the term *rath* (→) was used of the fief advanced to the free client, whereas the ~ was the fief to the base client.

However, this distinction is not always present (Kelly 1988: 27 - note 60). The ~ was generally larger than the *taurchluide* (→) (Gerriets 1987: 45)].

Sources:
CG [*taurchrecc*]; CMCS xiii (1987) 45; DIL [*turchrenn*]; GEIL 27 [nota 60], 29

Corpus Iuris Hibernici:
26.29-32, 485.16-7, 485.19-20, 486.24-5, 778.35-6

Related bibliography:
CG 106-8 (CIH 778.35-6); ZCP iv (1923) 361 § 18 (CIH 485.16-7), 361 § 19 (CIH 485.19-20), 364 § 24 (CIH 486.24-5)

tellach (< **to-in-lo(n)g-*) "legal entry"
Legal procedure whereby a person took possession of land to which he considered himself entitled, but which was occupied by another who had no legal claim thereto (DIL). The claimant initiated his claim by formally entering the land, holding two horses and accompanied by a witness (→ *fíadnaise*) and sureties (→ *naidm*, *ráth*). He had to cross the boundary mound of the holding to which he was laying claim. After this first entry, the claimant withdrew, and the person who was occupying the land had to submit the dispute to arbitration after five days. If the occupant had made no move, the claimant entered the land again, ten days after his original entry. On this occasion, he was accompanied by two witnesses and four horses, which were unyoked and therefore free to graze on the claimed land. He then withdrew, and the occupant could submit to arbitration after three days. The final entry was made twenty days after the original entry. The claimant was accompanied by three witnesses and eight horses. On this occasion he was allowed to feed and stable his horses. The day after, if the occupant still failed to submit to arbitration, the claimant acquired legal ownership of the disputed property. To demonstrate his ownership he was required to spend the night on the property, to kindle a fire and to tend his animals (Kelly 1988: 186-187).

~ was an elaborate and highly archaic ceremonial procedure which could only be carried out by a plaintiff who claimed title to a land or a kin-share (→ *fintiu*) in it (Binchy 1973: 30). Few claimants would have owned as many as eight horses. It is clear, therefore, that a claimant would need backing from others not only to act as witnesses and sureties, but also to supply horses (Kelly 1988: 187 - note 68). The law took a sever view of illegal ~ (Kelly 1988: 189).

ban~ "female entry"
The ~ had to make her first entry accompanied by female witnesses of virtuous character and two ewes. After a period of four days the case could have gone to arbitration. After eight days, she could make her second entry

with twice the number of witnesses and of ewes. Sixteen days after her first entry, she could make her final entry. She was accompanied by at least one male witness and to symbolise her rightful possession of the disputed holding she also brought a kneading-trough and a sieve for baking. After the final entry, the ~ was entitled to 'speedy arbitration', as in the case of male entry (Kelly 1988: 187-188).

The differentiation based on the sex of the claimant was introduced at a very early date (Binchy 1973: 37).

Sources:
Celtica x (1973) 30, 37; DIL [*tellach*] 2 (b); GEIL 186-7, 189; ban~: GEIL 187-8

Corpus Iuris Hibernici:
22.23-23.12, 23.26-24.3, 205.22-213.37, 2019.16

Related bibliography:
CCCG 379; Celtica vi (1963) 221, 227-8, 234-5; *Din Techtugad* (CIH 05.22-213.37); Heptads 23 (CIH 22.23-23.12), 24 (CIH 23.26-24.3); ZCP xv (1925) 347

tigradus (< *tiugrad* < *tiug-ráth*) "final responsibility"
Responsibility of the last person in whose possession or neighbourhood an object was; hence, offence of causing damage by negligence or of not interfering to avert it (DIL). Liability attaching to the last witness of wrong-doing or injury for his failure to prevent it (Binchy 1971: 167).

Sources:
Celtica ix (1971) 167 [note 90]; DIL [*tiugradus*]; GEIL 146

Related bibliography:
ZCP xv (1925) 344

(t)imnae "bequest"
Two native terms were used for bequest – *audacht* (→) and ~ – which was normally oral (Kelly 1988: 123) – but so far no convincing explanation of the distinction between them has been put forward (Kelly 1988: 122). According to Plummer (Ériu ix 31) ~ was made in bodily health, while *audacht* was made *in articulo mortis* (DIL). According to Ward, on the other hand, ~ was a declaration from a higher plan to a lower, an injunction, a mandatory will while *audacht* was a declaration *inter pares*, a statement of fact or desire (Ward 1973: 185).

Sources:
DIL [*timne*] iii; GEIL 122-3

Corpus Iuris Hibernici:
529.34, 533.17-20, 596.30

Related bibliography:
Heptad 78 (CIH 596.30); VGK ii 585

timthac "accessory food-rent"
Also called *fosair* (→), it was paid by the base client (→ *céle*) to his lord (→ *flaith*) in addition to the annual food rent (→ *bés*). It consisted of fixed quantities of bread, wheat, bacon, milk, butter, onions and candles (Kelly 1988: 30).

According to DIL [*timthac*], ~ simply meant 'accessories'.

Sources:
GEIL 30

Corpus Iuris Hibernici:
483.12-37

Related bibliography:
ZCP xiv (1923) 355-6 § 13 (CIH 483.12-37)

tóchsal "seizure"
Formal removal in the process of distraint (→ *athgabál*): the plaintiff was entitled to enter the defendant's land, and remove cattle to the value of the amount due. The ~ had to be carried out in the presence of a law-agent (→ *aigne, fethem*) (Kelly 1988: 178) who would be able to testify that the procedure required by law had been followed (Binchy 1973: 46). The plaintiff then drove the distrained cattle to a private land that had to be well fenced (Kelly 1988: 178) and situated in a secure place within the tribal territory (→ *fintiu*). The plaintiff was responsible for any injuries caused to the beasts (Binchy 1973: 46) while being driven there (Kelly 1988: 178). Distraint across a frontier, though normally forbidden, was allowed in certain exceptional circumstances (Binchy 1973: 56).

As cattle (→ *bó*) were the normal currency, it can be assumed that distraint involved cattle more frequently than other domestic animals. However it is clear that horses, sheep and pigs could also be distrained. There were important restrictions on the types of animal which could be distrained in order to cause the minimum of hardship or inconvenience to the defendant (Kelly 1988: 184). However, such animals could be distrained for their own offences (→ *cin*) (Kelly 1988: 184). In the case of household animals, the defendant had the

prohibition on giving them any further food until their owner had satisfied the claim against them. Obviously this procedure was designed to exercise pressure on the owner rather than to end in the seizure of the delinquent animals, whose value would normally have been much less than the penalty for their offence (Binchy 1973: 75).

Sources:
Celtica x (1973) 45-7, 56, 75; GEIL 178, 184

Corpus Iuris Hibernici:
37-40, 897-900

tongid "swears"
Luge (→), which served as verbal noun of ~, was a general word for oath. *Noíll* (→) may have had an equally general significance, but the compounds of ~ had each of them a more specialised meaning (Binchy 1941: 99). Oath in secular law had clearly been christianised by the time of the main body of law-texts (Kelly 1988: 198). A person could make a ~ up to the value of his honour-price (→ *lóg n-enech*) (Kelly 1988: 201).
airthech (< *ar-toing*) "vicarious oath"
Oath sworn on behalf of another person (Kelly 1988: 201), a substitute for the oath of the principal in a law-case (→ *tacrae*).
díthech (< *di-toing*) "oath of denial"
Suspicion required ~ by the person accused himself, a person responsible for him, or by a lord (→ *flaith*) (Kelly 1988: 200).
éthech (< *as-toing*) "perjury"
A person who swore a ~ was not entitled to give testimony about anyone.
fortach (< *for-toing*) "over-swearing"
~ had two legal meanings:
1) overswearing by a person of higher rank whose oath, whether in compurgation or testimony, was deemed to override a contradictory oath by an inferior (Binchy 1941: 99). If his honour-price (→ *lóg n-enech*) was reduced, he lost his capacity to over-swear (Kelly 1988: 199). A king could be oversworn by another king (Kelly 1988: 199), by a host or also by a large number of his subjects (→ *aithech*) (Kelly 1988: 200)
2) fastening liability on a particular person or body (Binchy 1941: 99)

fretech (< *fris-toing*) "repudiation"
~ was used of a husband (→ *fer*) repudiating his wife (→ *bé*), of a kin-group (→ *fine*) repudiating one of its members, and of a debtor who had fulfilled his obligation renouncing any further claim by his creditor (Kelly 1988: 201).
imthach (< *imm-toing*) "compurgatory oath"
Oath taken by a specified number of 'oath-helpers' in support of one or other of the parties (→ *féchem*) to the suit (→ *tacrae*) (Binchy 1941: 99).

Sources:
CG [*luge*]; DIL [*tongaid*] (b); GEIL 199 [note 60]; *airthech*: GEIL 201; *díthech*: DIL [*díthech*] 1; GEIL 200-1; *éthech*: DIL [*éthech*]; GEIL 200 [note 68], 201; *forthach*: DIL [*forthach*] 1; GEIL 199-200; *frethech*: DIL [*frethech*]; GEIL 201; *imthach*: DIL [*imthach*] 2; GEIL 201

Corpus Iuris Hibernici:
díthech: 657.8, 777.11, 1033.37; *éthech*: 1422.15; *forthach*: 234.20-2, 569.21-5, 783.38, 1192.26, 1283.6-10; *frethech*: 31.8, 48.5, 595.26; *imthach*: 777.17, 777.20, 777.27

Related bibliography:
Triad 135; *díthech*: CCF 41 § 62 (CIH 1033.37); CG 8 (CIH 777.11); Triad 159; *forthach*: CG 415.6 (CIH 783.38), 530-5 (CIH 569.21-5); *frethech*: Bürgschaft 17 § 53 (CIH 595.26); *imthach*: CG 19 (CIH 777.17), 23-4 (CIH 777.20,), 33 (CIH 777.27)

tothla(e) (< **to-tlen*-) "encouragement to others to trespass"
It was considered as man-trespass. According to DIL [*tothla*] ~ indicated the secret taking over of a fief.

Sources:
Celtica ix (1971) 164 [note 71-75]

trillsech "under-age girl"
At the age of fourteen a girl had normally completed her period of fosterage. It was then time for her to be betrothed to a man (Kelly 1988: 81-82). For further information about children of both sexes (→ *macc*).

Sources:
DIL [*trillsech*] (b); GEIL 81-2

Corpus Iuris Hibernici:
1117.24-5, 1242.16

Related bibliography:
Ériu xii (1938) 87 (CIH 1242.16); xiii (1942) 22.17-8 (CIH 1117.24-5)

troscud "fast"
Legal procedure with a view to the obtaining of a request (DIL). If the defendant was of full *nemed* (→) rank the plaintiff used the practice of ~ to pressurise him into conceding justice.

The ~ probably took place outside the *nemed*'s house (Kelly 1988: 182). When a plaintiff fasted against a *nemed*, the latter had to guarantee to concede

justice to the plaintiff either by appointing a *ráth* (→) or by giving a household article in pledge (→ *gell*). If the *nemed* ate during the fast without having made any guarantee, ha had to pay twice the amount originally owed (Kelly 1988: 183). It is unclear how soon after the ~ the plaintiff could distrain (→ *athgabál*) the *nemed*'s property. If the *nemed* had a substitute (→ *aithech*) the plaintiff had to distrain the substitute's property rather than that of the *nemed*. If he distrained the *nemed*'s property, he had to pay the fine for illegal distraint. A *nemed* who held out against a justified and properly conducted ~ was deprived of his legal rights in society (Kelly 1988: 183).

Originally the ~ was doubtless the only remedy open to the plaintiff and it was not followed by distraint (→ *athgabál*); on the contrary, the claimant would continue his ~, to death if necessary, beside the *nemed*'s (→) dwelling. But even before the introduction of Christianity this archaic method of redress had been conventionalised into a purely ritual hunger-strike which lasted only from sundown to sunrise (Binchy 1973: 34). By the ninth century the ~ had even ceased to be a substitute for the *apad* (→), which was its original function (Binchy 1973: 35).

Sources:
Celtica x (1973) 34-5; DIL [*troscad*]; GEIL 182-3

Corpus Iuris Hibernici:
36.24-5, 365.5-367.7, 1741.5

Related bibliography:
Stud. Hib. xv (1975) 24-6; ZCP xv (1925) 260-75 (CIH 365.5-367.7)

túath "tribe, petty kingdom"
The political and jurisdictional unit of ancient Ireland (Binchy 1941: 109) could have contained about 3,000 men, women and children (Kelly 1988: 4). Each ~ had its own king (→ *rí*), who may however have acknowledged the suzerainty of an overking (Binchy 1941: 109). There was some (extremely limited) rights on private property enjoyed by all members (except outlaws, slaves, and aliens) of a ~ (Kelly 1988: 105).

Except when on military service or pilgrimage or when attending an *óenach* (→) outside the territory, the ordinary freeman (→ *aire*, *Féni*) stays within his own ~. Beyond its borders he normally does not have rights (→ *deorad*) (Kelly 1988: 4). However, no ~ existed in splendid isolation: all were linked together in a network of alliances (→ *cairde*) and hegemonies (Byrne 1971: 133).

Sources:
CG [*túath*]; DIL [*túath*] 1 ii (b); Ériu xxii (1971) 128-40, 145; GEIL 3-4, 105; PRIA xxxvi C (1921-24) 271-2

Corpus Iuris Hibernici:
241.19-29, 371.30, 1123.32

Related bibliography:
CASK 8; Ériu xiii (1942) 31.10

ungae "ounce (of silver)"
Unit of currency. Two terms from the Roman system of weight were taken over into early Irish currency system: *screpul* (→) and ~ (Kelly 1988: 114). See also *bó* (→).

Also a technical term for the amount of a legal penalty, reward or price (DIL).

Sources:
DIL [*ungae*]; GEIL xxiii, 114

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