

DOVER DOCUMENTS.

THE following deeds formed part of a bundle of miscellaneous old documents, purchased many years ago by Mr. Robert Blair of South Shields, F.S.A., and Joint Secretary of the Society of Antiquaries of Newcastle-upon-Tyne. Those of the deeds which relate to Dover no doubt had at some time been either abstracted from the Corporation archives or else cast out as worthless. Toward the end of the year 1918 Mr. Blair presented them to the Mayor and Corporation of Dover, by whose courteous permission they are now for the first time published, one being transcribed in modern spelling, the others in the form of abstracts, by the Hon. Librarian to the Corporation, Mr. J. Bavington Jones, to whom also special acknowledgment is due.

I.

The oldest of the five records is an ancient shipping regulation. It is an oblong parchment, measuring 16 ins. by 9 ins., containing about 1100 words, in good condition, written in English, but in the quaint diction and peculiar spelling of the fifteenth century. The document was for a considerable time in the possession of the ancient Corporation, but it probably went astray four or five centuries ago, when the Dover muniment box became too small to contain all the records concerning Dover and its Cinque Ports Liberties.

“This present Indenture made the Sixth day of March in the Tenth year of the reign of our Sovereign Lord King Henry the Seventh, betwixt that excellent Prince, Henry Duke of

York, Constable of the Castle of Dover, the Warden and Admiral of the Cinq Ports, on the one part; and the Mayor, Jurats and Commonalty of the town of Dover, one of the said Cinq Ports, on the other part; Witnesseth that the said Mayor, Jurats and Commonalty have covenanted, promised and granted to the said Lord Warden that the Mayor of the said town of Dover, for the time being, by the advice of the Jurats and Commons of the same in the presence of the Customs Controller and Searcher of the King, in the same town, or their Deputies in their absence, if they will be present thereto after they be warned, shall take sufficient surety of and for the Owners, Masters and Pursers of every Ship English, as well in the said town of Dover and the towns and townships of Faversham, Folkestone, Kingsdown, Margate, and Gorsend,* to the double value of the said ships tackle and victual of the same; and that the Mariners of the said ships shall on the sea and on the streams of the same Keep the Peace against all the King's subjects and all others of his Amity or Allies, and against all others having the King's safe conduct and well and lawfully shall behave themselves against them according to the Ordinances of our Sovereign Lord the King and his laws; and else they shall not suffer the said ships to depart out of the said towns and townships nor creeks of the same, unless that the said Owners, Masters or Pursers of the said ships which would depart shew licence of the said King's Highness under his Privy seal of his Highness or of the said Lord Warden under the Seal of his Office, that they may depart without the finding of such surety, or else that the said Owners, Masters or Pursers shew under authentic, sufficient or evident testimonial that there is found sufficient and like surety in other places for the said ships and the Mariners of the same. Also it is covenanted, granted and agreed by the said Mayor, Jurats and Commonalty that if any robber or spoiler of the sea or on the streams of the same come into any of the said Towns or Townships aforementioned or haven or creek

* Gorsend is one of the Dover Thanet Liberties and identical now with Birchington, which has grown up nearer the sea and adjoins Westgate-on-Sea.

of the same, in all possible haste after the said Mayor have very knowledge that they have made such robbery or spoil they shall put them in devour to arrest the same robbers or spoilers and the ship or ships so taken to keep unto time that the said Mayor give knowledge thereof to our Sovereign Lord the King or his Council and thereupon to understand the pleasure of His Highness, for the which arrest so made our said Sovereign Lord shall recompense such costs as the said Mayor, Jurats and Commonalty or any of them shall bear for the doing thereof. And also the Mayor, Jurats and Commonalty of the said town of Dover, nor the Mayor, Jurats and Commonalty of the before-named towns and townships nor any of them shall give comfort, aid or assistance to any such robbers or spoilers, nor purvey nor suffer to be purveyed to them victual, tackle or harness, knowing them robbers or spoilers, as much as in them shall be. And if it fortune any Owner, Master or Purser or any other bound for them to forfeit any bond wherein as is aforesaid any of them be bound, then the said Mayor, Jurats and Commonalty shall satisfy and content the said Lord Warden or his Lieutenant within forty days next after the said forfeiture be sufficiently proved and notice thereof given to the said Mayor, Jurats and Commonalty as much as the said bond so forfeited amounteth unto. Also it is agreed, granted and promised by the said Mayor, Jurats and Commonalty that when they take any surety of or for the Owner, Master or Purser of any ship, as is aforesaid, that they taking surety shall deliver writing under their Common Seal to the said Master or Purser testifying that they have taken surety of them according to such Indenture as be made betwixt the said Lord Warden and the said Mayor and Jurats and Commonalty to shew for their deliverance out of any other haven where after it shall happen them to come, without finding of any other surety. And if it happen any of the said sureties so taken for the Owner, Master or Purser to consume or lessen by death, poverty or otherwise so that those that remain be not sufficient to answer for the double value of the said ship, tackle and victuals as aforesaid, as often as it

shall so fortune, the said Mayor, Jurats and Commonalty, if they will shall take better sureties of the said Owner, Master or Purser as aforesaid, or else the said Mayor, Jurats and Commonalty shall not suffer the said ships to depart. Provided always that the said Mayor, Jurats and Commonalty be not by force of this Indenture constrained to take sureties of the Owner, Master or Purser of any Ship-Merchant which shall happen to come to any haven other than its proper haven betwixt this and the Easter next coming, for that in the meantime they may find their surety in their proper haven according as is aforesaid. Provided also that the said Mayor, Jurats and Commonalty, nor other officers of the said town of Dover, nor of the towns and townships aforesaid take for the writing or sealing of any of the premises above the sum of Eight pence, all the which Covenants, grants and promises aforesaid the said Mayor, Jurats and Commonalty and their successors shall keep hold and perform from henceforth upon pain of forfeiture of the Mayor. In witness whereof, to the one part of this Indenture remaining towards the said Mayor, Jurats and Commonalty of Dover the aforesaid Lord Warden the seal of his said Office has caused to be put, and the other part of this Indenture remaining towards the said Lord Warden, the said Mayor, Jurats and Commonalty of Dover aforesaid, their Common Seal of assent here on, to be put this day of the year aforesaid."

[Both seals are now missing, but the tabs to which they were affixed remain.]

II.

Number 2 is a small deed in Latin, dated 27th day of September in the 36th year of the reign of Henry VIII., A.D. 1545. It contains about 300 words, and constitutes a grant of an acre of land at Buckland, Dover.

By this deed Robert Youngson of Buckland near Dover gave and confirmed to John Davys of Buckland about an acre of land and garden ground. Of the two parties to this deed there appears to be no other reference in local history,

but among the outgoing owners mentioned in the deed are: John Bowles, who was Mayor of Dover in 1539, to whom Henry VIII. gave the disused Lepers' Hospital, which was near Mr. Bowles' land; William Brown, who held land at Barton, as did others of his family during Tudor and Stuart times; and there is a name that looks like Henry Thornton. The Thorntons resided in, or near, Dover for many generations, and one of them was Bishop of Dover in the reign of Elizabeth.

III.

Number 3 is the original Letters Patent by which Queen Elizabeth, in the 22nd year of her reign, gave a licence to the Mayor, Jurats and inhabitants of Dover to buy wheat, barley, malt and beer, and to export it free of Customs, to raise money towards improving Dover Harbour. In this letter the Queen expressed her approval of the "honest intent" of the Mayor, Jurats and inhabitants to use the best means for mending and enlarging Dover Haven, so as to make it more serviceable for traffic in merchandise and passengers, for harbouring the Queen's ships, as well as those of other nations at peace with us.

In this clearly expressed letter of about 2000 words the Queen mentions, for the first time, her scheme for raising money to carry out the Harbour works by surrendering to the Mayor and Jurats her Custom duties on 30,000 quarters of wheat, 10,000 quarters of barley or malt, and 4000 tuns of beer. The transactions under her licence were to be recorded by the Custom House officials at the various places of export, to be added together and entered on the back of the licence. This endorsed licence, after an interval of 338 years, has now found its way back to Dover.

Queen Elizabeth, in the 25th year of her reign, three years after the date of the before-mentioned licence, issued further Letters Patent enlarging and confirming the Licence of 1580. The Charter, which is a large document, having about two-thirds of the Great Seal of England attached, was placed in the Dover Corporation's Muniment Cabinet

by the late Mr. Edward Knocker when he was Honorary Librarian. He also made a plainly-written copy for the convenience of those who found difficulty in reading the original.

The three documents on this subject will now be kept in the same case—the original Letters Patent of the Licence of the 22nd Elizabeth, the enlarged and confirmed Grant of the 25th Elizabeth, and the plain copy which the late Mr. Edward Knocker provided.

IV.

Number 4 is a Letter of Attorney of the Stuart period, endorsed as follows: Letter of Attorney from the Mayor, Jurats and Commonalty of Dover, to Thomas Atwell to receive possession and seisin of the Court Hall, Almshouse and Market Place, 20th September 1633.

This document needs some explanation. It is common knowledge to those acquainted with the history of Dover that when the Church of St. Martin-le-Grand was closed soon after the Reformation, the large churchyard, part of which was used as the Market Place and another part extending as far as Queen Street, was taken possession of by the Corporation. About four-score years later the King's representatives obtained possession; but when the Corporation were put to the test as to their right, they could shew no clear title. Yet they hesitated to surrender, because after they had taken possession of the Market Place they had established their Almshouse on the Market Lane and Queen Street corner of it, had built their Court Hall in the centre, and had their Market Hall and Market Place on the north side.

Meanwhile James Hugesson of Linsted, Kent, had bought the Crown's interest in the property, and the Corporation found the new claimant inclined to be generous. After much debate it was agreed by Mr. James Hugesson that if the Corporation would totally abandon their claim to the land and everything built upon it, he would by deed

of gift restore to the Mayor, Jurats and Commonalty the Almshouse, the Court Hall, the Market House and the Market Place, Mr. Hugesson taking as his share the street frontage in Queen Street below the Almshouse, and the building frontage adjoining St. Martin's Church, as well as the building land on the north side of the Market Place, where there was then part of the ruins of St. Peter's Church.

The way having been thus cleared, all the legal forms necessary for a settlement were carried through in one day—the 24th September 1633. The first step was for Mr. Hugesson to execute his deed of gift, by which the Mayor and Jurats should receive undisputed possession of their Market Place, Court Hall and Almshouse. Next Mr. Hugesson gave a letter of attorney securing the Corporation in peaceable possession of the same, and finally the Mayor and Jurats gave to Mr. Hugesson their letter of attorney securing to him peaceable possession of the land round the Market Place which the Corporation agreed to give up. These three legal instruments are now in the Muniment Cabinet, to which they have returned, one by one. The deed of gift parchment was purchased from a collection by the Corporation in the year 1872; Mr. Hugesson's letter of attorney was placed in the Muniment Cabinet by the late Mr. Edward Knocker, F.S.A., when it was opened in 1876; and the letter of attorney given by the Mayor and Jurats to Mr. Hugesson in 1633 has, after an absence of 486 years, been returned by the kindness of Mr. R. Blair, F.S.A., thus completing the series of documents relating to the Market Place settlement of 1633.

V.

The last of five recovered records is one of those grants called a "Dover Charter." By it the Mayor and Commonalty were empowered to grant a plot of land of the Dover Barony to any Freeman and his wife, "to have and to hold with its appurtenances to the said Robert and Johanna, their heirs and assigns for ever, performing therefor the service of the Lord the King whenever it shall arise according

to the custom of the Port, paying therefor annually to the Mayor fourpence at Easter." The above quotation of the terms is taken from an early charter dated 14th August 1365. Between then and 1721, when the charter was granted to Henry Blindstone, Master of one of the Dover Packets, 356 years had elapsed and many changes taken place. The main factor was the falling off in the Cinque Ports ship service, which was gradual at first, and by the time the Stuart period was reached the defence of the south-eastern coasts had been transferred from the Cinque Ports to the Royal Navy. When the ship service, according to the custom of the port, was decreasing, there was greater eagerness to secure grants of land, and owing to the demand the Corporation changed the tenure to terminable leases and a slight increase in the rent. The original rent of a plot was one groat a year, and that was gradually increased to two shillings. Mr. Blindstone's lease in 1721 was fixed at that yearly rental, and the term of it was for thirty-one years. At that time ship service had entirely ceased, and it seems probable that, as Mr. Henry Blindstone was a ship master in the National Service, and had been Mayor of Dover in 1719 and 1729, he did not take up the Corporation land for profit, but to encourage his fellow-burgesses to keep up the old custom. He died nine years before his lease expired.

There is no record of any Dover Land Charter being issued later than 1721. The return, therefore, of the present document is peculiarly welcome.