

THE COMMON-PLACE BOOK OF FAVERSHAM.

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AN important Cinque Port manuscript has recently been secured for the Port of Hythe through the interest taken by Major Teichman-Derville and the generosity of Lord Wakefield.

The attention of the Mayor of New Romney was drawn to the description of the manuscript in a sale catalogue issued by Messrs. Sotheby, and immediate steps were taken by him to have the book examined. It proved to be a common-place book of Faversham, corporate member of the Port of Dover, in which is included a copy of the hitherto missing custumal of the town. Unfortunately the Cinque Port confederation has no general fund for the purchase and care of records, time was short and, although Major Teichman-Derville approached some of the Corporations, he was unable to obtain sufficient guarantees from them. Finally, at the eleventh hour, Major Butler, a former Coronation Baron of Hythe, approached Lord Wakefield who, realizing the urgency of the situation, authorized the purchase of the manuscript. Thereupon the Mayor of New Romney completed his good offices by attending the sale in person, together with Mr. R. E. Knocker, the Registrar and Seneschal of the Ports, and was successful in securing the manuscript for £70. It is now suitably housed in Hythe Museum, not too far removed from the official record repository of the confederation at New Romney.

The Cinque Ports are fortunate in numbering among their Barons men who take such practical interest in the history of their towns, but it is to be hoped that the confederation will show its gratitude by making provision at the next court of Brotherhood and Guestling for the creation of a general record fund. It is not the first time that Cinque Port records have been on the market, and not always has the issue been so successful.

With the exception of the sewing and shabby original binding of faded red calf over boards, the manuscript is in a fair condition.¹ The main part of it was written early in the fifteenth century, while later, at various times, the blank pages were filled with such additional matter as the oaths of the town officers and some doggerel Latin verse. The book was evidently known as the Red Book, and was the property of successive mayors of Faversham.² Apart from its general interest as a book of reference on all matters relating to the government of the town, and its burdens and privileges as a member of the Cinque Ports, its importance lies in two documents which are not known to exist elsewhere. Both of these, the fourteenth century custumal and the agreement made with Dover in 1394, are printed in full below.

The custumals of the various Cinque Ports and their members form an interesting study. Until 1504, when a joint custumal was drawn up,³ each town retained its own customs, differing greatly in detail, yet having significant common features. These individual custumals were exemplified under seals of the Ports in 1356 at the request of Roger Mortimer, then Warden, and copies of them were deposited in Dover Castle.⁴ There they perished with other Cinque Port records, but the fourteenth century forms of some, notably those of Hastings, Sandwich and Romney among the Head Ports,⁵ and Pevensey among the members⁶ survive.

¹ It consists of 53 numbered vellum folios, of which f. 46 is missing and ff. 37 v., 45 and 45 v. are blank. Notes in the manuscript show that it contained 53 leaves in 1507 and 1562.

² The names of Robert Wythiott (1507 and 1509), John Toole and Thomas Norton (1562) occur. The latest entry in the book records the swearing in of the town clerk in 1740.

³ Brit. Mus. Add. MS. 28530, ff. 40 sq.

⁴ Cf. Romney Custumal (at Romney), f. 17 b.

⁵ The original Norman-French version of the Hastings custumal has been lost since its translation for the Sussex Archaeological Society (Vol. XIV, p. 72) in 1872. That of Sandwich is preserved in that port and dates in part from 1301, although the existing manuscript is later (cf. Boys, *History of Sandwich*, 1792, pp. 428-71, 495-579). The Romney Custumal, dated 1352, is at St. Catharine's College, Cambridge (MS. 9), and another copy is at Canterbury (Cathedral Library, MS. R. 38).

⁶ Brit. Mus. Add. MS. 34149, f. 62. Cf. also *Sussex Archaeological Society Transactions*, IV, 210, and XVIII, 53.

It is to this group that the newly discovered custumal of Faversham belongs. Not only is it a welcome addition to this important collection of early custumals, but it also possesses a special interest in relation to the Cinque Port confederation, because of the light it throws upon the extent of the influence of the Head Ports upon the domestic government of their members.

In this case the close correspondence between the custumals of member and Head Port, which is found in those of Romney and Lydd, Sandwich and Fordwich, and in the Hastings, Rye and Winchelsea group, is lacking. There is no verbal similarity, and there are differences in detail.¹ On the other hand, wherever the departure from normal Cinque Port usage is marked, there is evidence of the effort to modify existing conditions and take advantage of the special liberties of the confederation.

The custumal is in fact a measure of the progress of the town, during a century of association with the Ports, in obtaining freedom from its manorial overlord, the Abbot of Faversham. In the mid-thirteenth century jurisdiction of all kinds was in the Abbot's hands. He held a three-weekly Halimote or Hundred court for criminal cases, to which the town owed suit; civil pleas were heard in the Portmote at the Abbey gate, and as controller of the market and its profits, the Abbot also heard strangers' pleas daily. He appointed all the officers of the town: he kept the standard weights and measures and held the assizes.² The custumal of 1356 shows that while Faversham was still far behind the other Ports, and had not been successful in getting the terms of the Cinque Port charters applied unconditionally, advance had been made on every hand.

In the thirteenth century Faversham had an Alderman as head officer: by the time of the custumal their claim to have a mayor "like other Cinque Ports" was accepted, and a compromise about his election, made in 1258, held

¹ E.g. in the treatment of felons, clause 13; see p. 103 *below*.

² Cf. *Abbrev. Plac.*, p. 140; *P.R.O. Chanc. Misc. 64/1/27*; *Parl. and Council. Misc. 2/17*.

good.¹ The officers of the Abbey held the Assizes of Bread and Measures, but only in association with the townsmen, who claimed exemption from the Assize of Ale.² The courts for civil and strangers' pleas, though nominally still the Abbot's, were in practice under control of the town officers.³ In pleas of land the advance was less, but compromise had been reached; the Abbot issued the writs and directed the adjournments, but the cases were heard before the Mayor and Jurats.⁴ The change wrought by membership of the Cinque Port confederation was most marked in the matter of criminal jurisdiction. In the thirteenth century the trial and punishment of felons was a major point at issue, both sides claiming *infangenethef* and *utfangenethef* by virtue of their charters. Already in 1302 the arrangement found in the *custumal* was foreshadowed. In this year when the Warden of the Ports entered the town to hear pleas of life and limb and outlawry, both Abbot and Portsmen protested, and both lost their cases.⁵ In the *custumal* there is no reference to the jurisdiction of the Abbot in the part of the Hundred not included in the Liberties, but within the franchises of the town there was no question of the punishment of felons. The criminal jurisdiction of the town was limited to a summary justice in cases of red-handed guilt, and to the formal indictment of persons appealed for homicide. Beyond this neither Town nor Abbot could go, and the accused were committed to prison and there awaited delivery by the Warden.⁶ The town had failed to gain the full powers of the other Ports,⁷ but had lost nothing. It had indeed profited by membership of the confederation in that

¹ Cf. Chanc. Misc. 64/1/27 and clause 1, p. 96 *below*. The agreement is entered in full in the Common-place book, ff. 7v sq.

² Cf. Clause 14, p. 103 *below*.

³ Cf. Clauses 9-11 and 18, pp. 101-2, 105 sq. *below*.

⁴ Cf. Clauses 6-8, pp. 99 sq. *below*.

⁵ Abbrev. Plac., p. 245.

⁶ Cf. Clauses 2-5, pp. 97 sq. *below*.

⁷ The other Ports had the right of executing felons, and employed various barbarous methods, including burial alive at Sandwich, and drowning at Dover, Pevensey and Hastings.

the Abbot had also failed to make good his claims, while for the Justices of Gaol Delivery was substituted the Warden, who was bound by oath on election to uphold their privileges.

The custumal of Faversham shows that in this case the domestic government of the member was influenced by the Cinque Port confederation generally, rather than in detail. The mere confirmation of the charters of the Ports could not work miracles.¹ Compromise was needed to meet local conditions, but the self-interest of the Warden, and the backing of the confederation were steadily on the side of the townsmen and were instrumental in securing their greater independence.

That this improvement in their relations with their overlord was not achieved at the price of subservience to the confederation is illustrated by the other document printed below—the indenture with Dover—which bears witness to a sturdy independence on the part of the member. Only the Head Ports assembled regularly in their court of Brodhull (later known as the Brotherhood), which was the centre of the confederate organization. The Members attended only when specially summoned to give support to an important decision, or as parties plaintiff or defendant in a legal suit, and until the seventeenth century were without proper representation. This indenture, however, shows that at least one corporate member was able to establish the principle of “taxation by consent”, and that the right claimed by the Members in 1566 to receive reports of the decisions of the Brodhull² was enjoyed by Faversham as early as 1394, and was further safeguarded by the power of appeal to the arbitration of all the Ports.

Only two other instruments drawn up in the fourteenth century Brodhull exist, and early records of this court are so few that this indenture alone would justify the purchase of the Faversham Common-place Book for the Cinque Ports.

¹ According to the charters, Faversham should have had *infangenethef* and *outfangenethef*.

² *Black Book of the Cinque Ports*, f. 47; cf. *White Book*, f. 263 (both at Romney). The reports were to be in writing.

THE CUSTUMAL OF FAVERSHAM.

r. *Hic incipiunt usus et consuetudines ville de Faversham existentes in castro Dovorr et retornate sub communi sigillo dicte ville.*¹

(1) [ELECTION OF THE SERJEANT, MAYOR AND JURATS.]²

[A]³ deprimes come eins ces heurs ad este use lem use illoques chescun an, lendemayne de seint michell, cornir as quatre quarfoukes de la vile ove un commune corn que lem apele Burghorn, et puy se assemblera toute la commune en une place nomme Ildhalgren, et illoques, de commune assent, eslirent les comuners iurez et reseautz, trois de mieuth vautz, pluys sachautz et sufficeautz en office du maire de la vile.⁴ Et puy illoques eslirent un commune seriaunt qi ove celui qi sera depute par les tenautz de Kyngismelle avera la garde des prisouns de la vile. Et seront mayntenaunt les trois esliez ove le commune seriaunt presentez al Abbe de Faversham seignour de la vile, et par luy sera un des trois resceu et iure a cel office faire. Et puy le dit seriaunt iure en presence des ditz comuners solonc le tenure dune composicion iadis de ce faite entre les ditz Abbe et gentz de la vile.⁵ Et puy le dymenge assemblera le dit mair par virtue de le dit office toutz les comuners a cel assemble qest nomme Wardmot, et eslira par assent de la commune xii des pluys sufficeautz comuners et par auctorite de son dit office les ferra iurer

¹ The custumal is preceded by charters of Henry III. (*Cal. Ch. R. I.*, 392, 1252) and Edward I (*ibid.*, III, 32, 1302), and by the agreement with the Abbot in 1258 (P.R.O. Chanc. Misc. 64/1/27), all copied in the same hand as the custumal proper.

² The titles in square brackets are not in the manuscript.

³ A space is left in the MS. for the initial A.

⁴ *Nota* is written in the left margin.

⁵ *Nota* is written in the left margin. The agreement referred to is that of 1258 (cf. P.R.O. Chanc. Misc. 64/1/27). A copy occurs on ff. 7v-9v of the Common-place Book). The King's Mill, which lay outside the Franchise, had previously been kept by the Abbot as a prison, while the townsmen set up a rival prison in the Burgess' Mill. Henceforth there was to be a single prison within the franchise, with two custodians, one appointed by the town and the other by the Abbot's tenants. The agreement names "Alderman" as the chief officer of the town, but the mode of election was the same as that here given for the Mayor.

que loialment serount entendauntz en eide de luy de la pees notre seignour le Roy en la dite vile mayntener, loialx iuggementz doner et dedeinz cele fraunchise as touz privez et estraungez droite et equite faire et sustiner les leies et custumes dycelles.¹ Et en cas que le dit mair dedeinz cel an devye, adonques eslu sera par la dite commune en presence le dit seignour ou son seneschall ou autre de part luy depute un autre des ditz xii a cel office du maire faire et pour le temps parfournir. Et si cel cas aveigne dun des xii, ferra le maire eslire un autre en son lieu en le maner suis-dite.

10. (2) HIC INCIPIUNT PLACITA CORONE ETC.

Et quant as plees de la coroune tenir par virtue de la fraunchise usent davoit conissaunce de plee en cas que nul felon soit prise dedeinz la dite fraunchise ove suyte et maynour ;² que mayntenaunt apres lattachement faite par le bailif de la vile, le mair ferra cornir as quatre lieuz de la vile et assembler les Jurez et comuners, et a la deliveraunce aler de hure en hure dedeinz les hures de prime et de vespre. Et issint sil boisoignera le coutumer per trois iours ensuantz, si lattache se voile mettre sur les gentz de la dite fraunchise.³ Et si nemy, que adonques la penaunce luy soit adiugge solonc la commune leye. Et en cas que le pleyntif se retret de sa accione, luy et ses plegges serount grevement amerciez.⁴ Et le prisoner ove le maynour sera mys en garde⁵ save, taunque sa deliveraunce ce face par le Conestable lour gardein par commaundement et garaunt notre seignour le Roy.⁶

¹ *Nota* is written in the left margin.

² I. e. the thing stolen and found in the thief's possession.

³ Provision for delay, if the accused were a stranger who wished to send for his own countrymen to support him, was made at Sandwich, Fordwich, Hastings and Rye; cf. Bateson, *Borough Customs*, Selden Society, Vols. 18 and 21, I, 43-4.

⁴ At Dover the plaintiff had to find four pledges to prosecute. Bateson, *op. cit.*, I, 26.

⁵ *Nota* is written in the right margin.

⁶ This account of criminal jurisdiction may be expanded by reference, to the customals of the other Ports. The Cinque Ports had cognisance of all pleas with the exception of those known as "pleas of Shepway",

(3) DE MORTE HOMINIS ETC.

Et en cas de mort de homme le maire come coroner notre seignour le Roy dedeinz la dite fraunchise maundra brief al baillif de la vile de faire venir enquest de Jurez et comuners et fra cornir come avaunt, et la commune assemblera et ove les Jurrez de la vile prendra enquest sur le corps mort, et les mettra al serement come pertient au coroner. Et si nul ent soit endite, prendra lenditement de-south lour sealx, et maintenaunt, par virtue de cele enditement, maundra al Baillif de luy attacher par son corps, et issint en prisoun savement come feloun retener, taunque la deliveraunce ent soit faite par le Conestable lour gardein avaunt dit, per commaundement et garaunt du le Roy.¹

(4) DE INFORTUNIO IBIDEM ETC.

f. 10 v. Et en cas de infortunie si nul aveigne dedeinz la dite fraunchise, le maire fra hastivement la commune assembler en le maner come devaunt, et come coroner le Roy prendra enquest par summounce du Baillif come devaunt est dit. Et sur ce ferra ent solonc que lem fait par la commune leie de la terre, et come ataint a office de coroner.

(5) DE APPELLO PRO MORTE HOMINIS ETC.

Et en cas dapel de mort de home, le maire ensemblement ove le Baillif de la vile prendront lappelle ove suirtée suifficeaunt de la poursuir en lour proschein halimote, et par virtue dicele le Baillif prendra le corps lappelle, et le mettra

viz. treason and counterfeiting of the King's seal and of his coinage, which were heard before the Warden at the court of Shepway. Until 1528 the accused in criminal pleas, who chose to defend himself by oath, had to find thirty-six compurgators, twenty-four of whom were subsequently excused by officers of the court. (Bateson, *op. cit.*, I, 40 sq. II, xxviii.) The procedure at Faversham differs from that of the other Ports in that the townsmen had no power to carry out the death penalty, and in the summary character of the trial "from hour to hour", instead of in the Hundred court at three-weekly or fortnightly intervals. See p. 94 *above*.

¹ In all the Cinque Ports the head officers had the liberty of acting as coroners (cf. Bateson, *op. cit.*, I, 15-17), an inquest of neighbours being called. Procedure at Faversham again differs in the lack of power to proceed to trial and execution; in other Ports mainprise was granted until trial in the Hundred court by compurgation.

en save garde taunque la deliveraunce de luy soit faite par le Conestable lour gardein, et par le maner suisdite, ou solonc ce que le Roy ent maundra garraunt etc.

(6) DE PLACITIS TERRE IBIDEM.

Quant as plees de terre, si nul voudra accione de fraunk tenement mover dedeinz les trentdeuxhaughes,¹ prendra brief funduz sur son cas du Seneschall de labbe de Faversham, seignour de la vile, et au iour assigne par le dit Seneschall ou son lieutenaunt, apres le summounce de xv iours, le maire ferra cornir, et lez Jurrez ou touz les pluys de eux, ove la commune assemblera a lour halymot, de trois semaignes en trois semaignes et tiendront et termineront cel plee solonc la nature du brief purchase, et durrunt les iuggementz en lour peril, issint que les aiournementz atient al dit Seneschall ou son lieutenaunt. Et si usent en cele court davoit conissaunce des touz plees de terre par tous des maners de briefs que puount estre prendres dedeinz la fraunchise des cynk portz, par aiournement de iii semaigns en iii semaigns. Save deinz la summounce du parlement notre seignour le Roy, si brief le Roy de ce lour viegne, ou deinz summounce de service de cynk portz ou dedeinz la summounce de lour court de Shepweye ou de la fest de la Nativitee notre dame tanque a le seint Andrewe durant le feire de Jernemuth.²

(7) ASSISA NOVE DISSEISINE SEQUITUR.

f. 11. Et en cas dassise de nouvelle disseisin, le pleyntif quera brief de nouvelle disseisin du dit Seneschall et avera la partie defendaunt lattachement des xv iours, et prendra tiel plee issue dedeinz les trois iours apres le primer iour du plee assigne. Et autiell proces soit fait en brief de

¹ Only the part of Faversham known as the "thirty-two hawes" was within the Cinque Port franchises (cf. my *Faversham and the Cinque Ports*, *Transactions of the Royal Historical Society*, 1935, pp. 60-1).

² As early as 1086 the Yarmouth herring season was a time of truce at Dover, cf. *Domesday Book*, I, f. 1 a. A manuscript at Faversham dated 1301 records the claim to excuse from suit at the Abbot's court when on the King's service or during the fair. Cf. also Bateson, *op. cit.*, II, 46, 48-9.

mort dauncestre et de dowerie. Sauve que les aiournementz en tieux plees purrunt estre faitz de iii semaines en iii semaines solonc ce que serra avys al dit Seneschall ou son Lieutenaunt. Et puont les parties as iii courtz estre essoynez en touz tielx cas save qen plee dassise de nouvelle disseisin et de mort dauncestre avaunt ditz. Et sil se voudra pleyndre de fressh disseisine querra bill en lieu de brief de fressh disseisin quele heure qil voudra dedeinz les xl iours apres la disseisine faite et serra tiel plee tenuz de hure en hure et termine dedeinz les trois iours apres lattachement de la partie saunz greyndre delaie. Et sil passe xl iours avera le pleyntif brief de nouvelle disseisin et la partie avera lattachement des xv iours.¹

(8) DE CONVENCIONE PRO FINE LEVANDUM.

Et usent auxint que la ou brief de covenant est porte de frank tenement, la partie avera summons come a la commune leie. Et quant tiel brief sera en court retourne, sera la pees trete solonc lacord des parties. Et sil touche la droite de nule femme coverte de baroun, ele sera examine par le maire et le Baillif en presence de vi ou de iiij au meyns des Jures de la vile, et sur tiel reconissance sera la fyn engrose et as touz iours demoura illoeges de record etc. Et ount usez auxint que en cas que null homme preigne feffement de fraunk tenement dautre prive ou estraunge dedeinz la dite fraunchise, et que ce soit de droite sa femme, a la priere des parties saunz summons et saunz brief, le maire et le Baillif en presence de iiij des ditz Jures au meyns puont hors de courte la femme examiner et prendre la reconissance, et puy al proschein halymote tout le faite recorder en presence et tesmoignance des ditz iiij Jures. Et puy

f. 11 v.

¹ In most of the Cinque Ports pleas of land were heard in the Hundred courts by writs resembling those of the common law. There is some variation in the number of essoins allowed. Dover allowed one only in pleas of morte d'ancestre, Sandwich and Fordwich three, while at Pevensey three were allowed in all pleas of land, except those of novel disseisin and dower. In pleas of novel disseisin Dover allowed three days' warning to the defendant and no delays (Bateson, *op. cit.*, I, pp. 240, 261, 263n). A decision at Kilkenny in 1543 explains the forty days limit for the plea of fresh force. Action had to be taken within three tides, which was interpreted as meaning three spring tides. (*Ibid.*, I, 239.)

usent dendoser sur la chartre du feffement la forme de tiel reconissaunce, et les nouns des Jures et des autres tesmoigns si nulls y soient presentz au faite. Et puy lendosement enroller et ce sera apres assieth de record.¹

(9) DE PLACITIS PERSONALIBUS, VIZ. TRANSGRESSIONE ETC.

Et quant as plees personels, usent que si null estraunge merchaunt ou autre se voudra pleindre devers nul prive de la vile, sera plee tenu de hure en hure taunque issue ent soit faite: le quele que ce soit plee de trespas, covenaunt ou de dett. Et si estraunge se pleyent devers estraunge le baillif ent ferra issue de hure en hure solonc les usages issint que les parties ne serrount delaiez.² Et usent es plees de dett et covenaunt somounder la partie et puy lattachement et puy la graunde destresse,³ taunque la partie se voudra iustiser.

Et en plee de trespas que touche baterie, sank effonduz, homsokyne⁴ ou affraie ove force darmes usent lattachement sil soit prive reseaut et sufficeauntz par pleg ou par destresse, et si nemye, ceo qil soit estraunge et nounpas lour reseaut iustisable, usent des tieux attacher par leurs corps, taunque eux se vodroient iustiser a la suyte de partie.

Et en cas que nul face affraie en faite ou en countenance en trobler de la pees, usent de tiel attachier par son corps taunque il se voel par la leie iustiser.⁵

(10) DE MINIS FACTIS ETC.

Et en cas de manace faite a nully de son corps, usent le manassour attacher issint que luy manasse ent eit tesmoignance, taunque il eit trove suirte de la pees come a la commune leye.⁶

¹ Provision for the private examination of a wife, in order to obtain her free decision, uninfluenced by her husband, is found in all the Cinque Port customals. Cf. Bateson, *op. cit.*, II, 117 sq.

² This speedy justice is the customary "merchant law". It was one of the claims of Faversham against the Abbot in 1258 that they should hear strangers' pleas of debt and contract daily and at any tide, "like other Cinque Ports". (P.R.O. Chanc. Misc. 64/1/27.)

³ I.e. distress of goods within as well as without the house.

⁴ I.e. assault in a man's own house.

⁵ See pp. 105 sq. *below* for further details on procedure in civil pleas.

⁶ At Dover and at Romney the menace had to be witnessed by two persons, and at Romney the accused had to find four sureties.

(11) DE COMPOTO REDDENDO ETC.

f. 12.

Et si null prive ou estraunge soit a autre acomp-
table des deners ou autres biens ressuz deinz lour
fraunchise et le pleyntif ce pourra monstrier par faite,
cest assavoir escript ou taile ou par tesmoignance de
iiii bons gentz de la vile de tiel receite, qil soit, sil ne soit
sufficeaunt par son corps attache. Et sil soit sufficeaunt
reseaunt, soit par destresse chace al acompt rendre. Et que
auditours lour soient assignez par le maire, Baillif et Jures
a la proschein court. Et en cas qil soit en arrerages trove,
et ce soit par les auditours tesmoigne, qil soit mys en prisoun
taunque qil eit ent faite asseth ou suurte trove a la partie
pleyntif, solonc ce que reasoun demaunde.¹ Et si null
soit reseaunt ou eit fraunk tenement, ou eit espouse file de
fraunk homme de la vile, sera par taunt enfraunchi come un
de la fraunchise.²

(12) DE WITHIRNAMMIO³ HABENDO ETC.

Auxint est use solonc ce que lem use aillours et ad este
use devers eux, que si null dettour aillours soit tenuz a null
des comuners, le maire envoiera sa lettre tesmoignantz
le dute de la dett as mair, Baillifs ou gardeyns de la vile par
la ou le dit dettour est reseaunt, priaunt que iusticement ent
soit faite de tiel dettour devers lour dit comuner. Et si
respounse resonable nent soit faite autrefoith envoiera au-
tiele lettre et puys le tierce foith une autre lettre desouth lour
commune seal. Et si adonques rien nent soit faite a la
proschain foith que nul de la dite vile par la ou le dit dettour
estoit reseaunt vien ove null merchaundise einz lour parties,
que bien lirra a eux a la suyte lour dit comuner tieux biens
attacher et receiver taunque a la value de sa due demaunde
en lieu de withirnam, taunque gree a luy soit faite de sa
demand avaunt dite, et ce par agard des ditz maire et Jurez.⁴

¹ *Nota* is written in the left margin.

² See p. 105 *below* for further details.

³ Early Danish *vedernam*. The etymological meaning is "reprisal" (N.E.D.).

⁴ Cf. Bateson, *op. cit.*, I, 121 sq. for parallel clauses in other Cinque Port customals. The custom, which is a very ancient one, was used in

(13) [FELONS SEEKING SANCTUARY.]

f. 12 v. Et usent auxint que si null felon endite ou utlage pour felonye faite dehors la fraunchise, vien dedeinz la vile par cause de coverte aver en ycele, que mayntenaunt, apres ce que le maire et Jures de commune ent pourront estre apersuz de tiel, de la dite fraunchise enchacer saunz null suffraunce de entre eux demourer.¹ Et en cel maner est use en cas que null felon vien fuaunt en ycele, issint qil ne pourra par la dite fraunchise estre covert, ne par taunt execucion de la commune laie estre destourbe. Et si null tiel fue a seinte esglise qest deinz la dite fraunchise, apres les xl iours passez ferra la abiuracion devaunt le maire come coroner le Roy.²

(14) [ASSIZE OF BREAD, ALE AND MEASURES.]

Quant a lassise de payn et de servoise et dassaie des mesurs tout atient al seignour de la vile, issint que ce soit faite en presence du maire et ascuns des Jures sils y voilent estre. Save que null assise sera mys sur le vent de servoise, pourceo que la vile est Stofheth come tout temps ad este alowe devaunt Seneschal notre Seignour le Roy.³

the Ports not only against strangers but also as a disciplinary measure among their own members. A number of "letters of process" of the late sixteenth and early seventeenth centuries is preserved in the Faversham archives, together with the record of a quarrel with London about the use of withernam. (Cf. *Faversham and the Cinque Ports*, loc. cit., pp. 75 sqq.)

¹ This rule is more severe than that of Dover, Hastings, Winchelsea, Rye and Sandwich, where a felon was allowed to remain in the town so long as he was well behaved, but at Hythe, as at Faversham, he was forced to leave the town at once (cf. Bateson, *op. cit.*, I, 12).

² Abjuration was made in the churchyard, or at the boundary of the Liberty; the felon foreswore the land, and chose his port of sail, and taking a cross in his hand was allowed to pass freely through the country, so long as he did not wander from his direct road.

³ The Abbot of Faversham by charters of Stephen, Henry II, John and Henry III, had full jurisdiction over offences of the fair and market place, and held the standard weights and measures. In the thirteenth century he appointed two ale-tasters, one for the new and one for the old town. It is not clear what exactly was meant by the claim to be "Stofheth". Professor Tait has suggested to me a possible derivation from the Anglo-Saxon *stofn*, a stem, shoot or offspring, and *hythe*, a harbour, implying that Faversham was a "Limb harbour", i.e. of the Cinque Port confederation, and as such entitled to immunity from the seignorial claim to the assize of ale. It is interesting to note in this connection the custom at Fordwich, where either the King or the Abbot shared the fines with the

Et usent auxint que les pestours, en cas que lour payn soit trove meins sufficeauntz, ceux soient amerciez primement a xxidi, autrefoitz a xliidi, et la tierce foitz a vii s. Et la quarte foitz si soit trove en defaute, sera la fournu perce ou abatu. Et il foriura cel mestre un an et un iour apres.¹

(15) [CONTRIBUTIONS TO THE CINQUE PORT CONFEDERATION.]

Et cleyment les ditz mair et communes que depuis ceux sount contributors as charges et costages come autres des cynk portz ceux ne soient chalangez ne chargez par lour chief port du quel eux sount membre de tiel costage ne contribucioun faire, sinoun en cas ceux soient garniez et eient conissance de la cause, et que se soit de lour graunt et assent des tiels costages faire, et que se soit par cause resonable, issint ceux ne soient a noun reasoun iuggez ne chargez en lour absence.²

Et que nul des Gardeins qi quil soit ne autre ministre se medle dedeinz la dite vile de rien atainer en ycele ou execucion faire sinoun en defaute de droite expresse et notorie, et ce a veraie suggestion de partie.³

f. 13. (16) [CINQUE PORT PRIVILEGES.]

Et quant as poyntz des fraunchises cleyment touz poyntz des fraunchises enioier en avaunt come nuls autres des cynk portz solonc lez grauntz et confermementz des

town, but where there was no "*Kerbreche*" (Woodruff, *Fordwich*, p. 239. *Black Book of Canterbury*, ed. Turner & Salter, I, 150), and at Sandwich, where there was no assize of ale, because they might sell ale for as much as they liked if they used true measures. The measures were examined and stamped by the Mayor and Jurats and the Bailiff had nothing to do with this matter.

¹ The same penalties are recorded in the custumal of Romney, 1497-8. (At Romney.)

² See the agreement with Dover on this point, pp. 110 sq. *below*.

³ The Dover custumal stipulates that the Warden must send a writ three times ordering the Mayor to do justice, before he enters, and that he must not entertain a plea without sufficient mainpernors to prosecute. In the reign of Edward I, Dover warned its Member that unless the custom of the Ports of giving mainprise in case of appeal for murder were observed, the Warden would undoubtedly enter Faversham to do justice, which would be very prejudicial to both towns. (MS. at Faversham.)

chartres des progenitours notre seignour le Roy quels sount de record assetz notoriez et feisauntz ent ce que ataint a lour service come eins ces heurs tout temps ount estez prestez a lour asseraunt come autres de la dite fraunchise.¹

Hic incipiunt alia notabilia usitata infra villa et libertatem de Faversham quinque portuum Adeprimes.

(17) [MODE OF ACQUIRING FREEDOM.]

Quant un homme sera fait fraunk homme de la dite fraunchise il serra fait a un Wardemote par assent du maire Jurez et les communes illoeques esteauntz par offre et profre combien il paiera a les communes. Et le maire entre ce avera xii di pour son fee. Et le cleric ij di, Et le seriaunt du maire ij di. Et adonques il sera charge sur un liver par le maire ou son assigne en le maner come ensuyt.

²Vous porterez foie et loialte a votre sovereign liege le Roy N. et sez heirs Roiis dengleterre. Et loialment a votre poair mayntenez la fraunchise de la vile de Faversham. Et loialment viendrez a somonce du mair et a sonner de commune corn. Et loialment paierez les taxez et tallagez as queux vous serez mys en avaunt deinz la dite vile. Et loialment les conseils et privetez de la dite vile conseilerez. Et loialment a votre poair mayntenez la pees. Et nuls autres biens que voz proprez ne freez nacquiterez par virtue et colour de ceste fraunchise, si vous aide dieux et sez sayntz.

(18) [PROCEDURE IN CIVIL PLEAS.]

Et usent auxi en plees de trespas, dett, covenauant, detenu et dacompt que le pleyntif poet avoir une essoyne avaunt apparaunce, issint que le defendaunt soit mys a pleggors et nemy en prisoun. Et le defendaunt apres

¹ This clause probably marks the end of the 1356 custumal, those which follow are clearly later additions. The service of Faversham was one ship owed with those of Dover. The exemplification of the services of the Cinque Ports (popularly known as the Domesday of the Ports) made "by request of Nicolas Aspiloun mayor of Sandwich" 29 November, 33 Edward III (1359) is copied into the Common-Place book on f. 23. Cf. *Foedera*, III, i, 460.

² *Sacramentum* is written in the right margin.

f. 13 v. lattachement en ple de trespas et apres sommonce et attache-
ment en lez autres pleez avaunt ditz devaunt lapparaunce
poet avoir iii essoyns et faire une defaut, et apres iii foitz
estre distreint et sez plegg. amerciez chescun foitz en
chescun pleynt, si soit denizein prive et reseaut a iij di,
et estraunge a iiij di. Et apres sera graunte processe
devers les plegges de eux faire venire et respounse, si le
pleyntif ceo demaunde. Et autrement serount les plegges
chescun court amerciez taunque ils veynount. Et ce est
le proces devers les plegges, une summounce. Et sils
veynount ou noun a primer court apres le dit summounce,
le pleyntif countera devers eux come devers le principall,
concluduant a eux come plegges le principall. Et les plegges
nount null respounse forsque acquitance du pleyntiff ou
record du maire ou un des jurez du paiement fait devaunt
eux ou acord del dite matiere etc. Et sils nount nule acquit-
ance ne record en le maner suisdit, serount condempnez
come le principall en la demaunde saunz ascuns damages
recoverer devers eux. Et apres sera graunte un *feri fac.*
si soit deinz le darrein an termine, et si soit pluys que un an
termine, adonques un *scire fac.*, et apres un *feri fac.* des biens
et des chateux les plegges, ou dun de eux qui soit sufficeaunt
et ce sera fait par le baillif par commaundement du mair,
le quell baillif ferra execucion en le pluys hasty maner qil
poet lever les deners tanque a la value ensi adiugger devers
lez ditz plegges de leurs propres bens, et les plegges ne serount
iames emprisonnez pour le dit dett, sils y ount biens a la value.¹
Et si le defendaunt vient en respounse devaunt que soit
counte devers les plegges, Adonques serount les plegges
excusez sils le demaundout, et le defendaunt demorera
en prisoun ou trovera autres plegges.² Et sil vient par
distresse et nemy par plegges adonques serount touz ses
distresses luy deliverez sil lez demaunde, et il demorera
en prisoun ou trouvera plegges tanque il luy ad excuse
en fait gree del demaund suis dit, et sil ad trove plegges

¹ *Nota* is written in the left margin.

² At Lincoln and London a similar rule held. Cf. Bateson, *op. cit.*,
I, 24. *Nota* is written against the next entry in the left margin.

f. 14.

et ce nacquite poynt, Adonques sera graunte devers lez plegges une *scire fac.* et un *fieri fac.* ou un *fieri fac.* en le manere avaunt dit.¹ Et sil ne vient en respounse apres lez iii essoyns default et iii destressez come avaunt est dit, le pleyntif countera devers les destresses come devers le principall, et les destresses serount prisez en court par loialx prisours a ce iurrez, ceux que soient mieultz tieux chosez preiser, et apres sera la pris entre en court, et les destresses deliverez a le pleyntif taunque a le value de sa demaunde² come avaunt, issint qil trove suirte en la dite courte de respoudre ent a le defendaunt quele heure qil se voel iustisier deinz un an et un iour proschein apres ; et le surpluys si ascun y soit, demourera en les mayns du dit Baillif al oeps le dit defendaunt, solonc leye et reason.³ Et apres summounce pour default de destresse ou plegges trove, serra graunte par le maire un *capias*, si le pleyntif le demaunde en toutz plees avaunt ditz. Et quant le defendaunt vient en respounse ils ount eu usages qil se acquitera par sa leye en plees de trespas, dett et detenu, sinoun que le pleyntif monstre title ou replie et die que a sa leye ne doit il estre accept par cause que le maire ou un des xii Jurez ount conyssaunce que sa accioun est verroie,⁴ et si null de eux, soit assavoir maire ou un des ditz Jurez voudra tesmoigner en la dite courte a iour assigne, come il est vouche, la partie pleyntif serra forbarre de sa accioun pour touz iours, et la partie defendaunt ent excuse. Et soit assavoir qun denizin prive et reseaut fra sa leye ove la iij^o mayne,⁵ et un estraunge ove la xii^o mayne.³ Et

¹ *Nota* is written in the left margin. At the foot of the page in the same hand but different ink is added : " Et en cele cas le pleyntif recovers damages devers lez plegges come devers le principall, parcee qil prist sa leie a son peril."

² " Et damages taxez " is crossed out in different ink.

³ *Nota* is written in the right margin.

⁴ Cf. Sandwich, where a man accused of homicide was not admitted to make his law if caught red-handed. Bateson, *op. cit.*, I, 45. " in trespas, dett et detinu def. poet (?) se aquiter par sa loy sinon etc." is written against this entry in the right margin.

⁵ I.e. himself the third hand. At Dover, Sandwich and Fordwich if the plaintiff had only his own word in proof, the defendant might also clear himself by his unsupported oath.

en plee de coveuaunt le pleyntif provera sa coveuaunt ove deux homms de vewe et de os, si soit prive ou estraunge sil la voet prover, ou autrement il poet graunter lacquitance a le defendaunt en le maner suisdit. Et en plee dacompt serount auditors assignez par la court come pluys pleynement est declarez en les usages devaunt escriptz,¹ ou autrement le defendaunt se acquitera par sa leye come en autres pleges est declarez pluys au pley. Et fait assavoir qen touz pleges avaunt ditz apres qest agarde par la court a nully de faire sa leye, de porter record ou prover sa coveuaunt come avaunt est dit, lune partie ou lautre, celuy qui voet poet estre essoynes, et lambdeux pount estre essoynes a la primer court apres et nemy pluys, issint que nule partie soit en prison, mes celuy qest en prisoun poet estre essoynes come avaunt est dit, sil voel luy mesms delaier et tarier. ²Et soit assavoir que apres contynuaunce ne gist null essoynes. Et

f. 14 v. en plee de terre apres vew, *proce parciuum*, gisount iii essoyns ut dicitur.

(19) DE PARVIS LATROCINIIS ADIUDICANDUM.

Item ils ount eu usages si un homme soit pris ove maynour de petite larcyne, pour quelle il ne souffera mye iuggement de vie et de membre, il avera iuggement de pilorie, et puy foriurera la vile. Et si un trencheburser soit pris et atteint, il avera iuggement de pilorie, et perdera lune auricle et foriurera la vile.³

(20) HIC INCIPIIT LE PURLE DE FAVERSHAM.⁴

A sage et noble chivaler, sire Esteven de Penserst, Castelyn de Dovorr et Gardein notre seignour le Roy de sez cynk portz⁵ les soens a son honour maire et communes de la vile de Faversham saluz, reverencez et amysteze. Sire

¹ See p. 102 *above*.

² *Nota* is written in the right margin.

³ Cf. Bateson, *op. cit.*, I, 56-7 for parallel clauses in other Cinque Port customals. The Pillory belonged to the Abbot in the thirteenth century. Cf. *Abbrev. Plac.*, p. 140.

⁴ For a translation, see Jacob, *History of Faversham*, 1774, pp. 25 sq.

⁵ Stephen de Pencestre was Warden 1268-98.

purce que vous voilez estre certifie de lez listez et de lez boundez appartenauntz a la fraunchise de notre vile avaunt-dite par qi le service duns Nief est due a notre seignour le Roy dengleterre. ¹Nous vous faceoms assavoir et entendaunt que il y est un lieu qest appelle le Thorn a Ewellesflete et il se extent vers le North del Abbeye que par lyu se tient vers le South, deskes au certain marche qest appelle dedmannystill. Et de ce lieu deskes al chief del East a certaine terre qest appelle Colleker, deskes a un tenement qui fuyst a Salmon fitz Basiby. Et de mesme celle lieu deskes a une venell qest appelle Pelnellane, desques a une pierre qest certain boundz en le chaump appelle Kynggisfeld. Et de cele pierre deskes a Kaystrete qest vers le south, desques al ewe que court parmy Ospringe. Et de celle luy desques al molyn de meson dieux de Ospringe ewes qest vers le North, desques a la port les heirs Piers de la Broke, qest vers le northest. Et de celle lieu deskes al ewe que court du molyn des ditz heirs Piers de la Broke, qe court par le maresse vers le Northflow, le quelle cours del ewe est marche entre la fraunchises de ²Caunterbirs, deskes a la lieu desouthnomez et appelez le Thorne a Ewelsflete.³ Dautre part nous vous faceoms assavoir et entendauntz qe dedeinz les listes et boundes notre fraunchise avaunt-dite, labbeye de Faversham tient viii acres de terre en une crofte appelez ore andrewecroft. Et iiiii acres et *di.* de terre que sount del Amnery del avant-dite Abbeye. Del autre part y tient le Abbe x tenementz et *di.* en le Northstrete. Et en la venell qest appelle saintmarilane *di.* tenement. Et en le marketstrete vii tenementz et *di.* Et en loddrilane ii tenementz et *di.* Et en Eststrete l tenement. Et en Prestonstrete vii tenementz et *di.* Et en Gorwellane l tenement. Et en le Weststrete l tenement ioust le tenement iadys Grave. Et a Bermondeseystrete ii tenementz et *di.* Et en Tannerstrete vii tenementz dount un Abel est

f. 15.

¹ *Nota Purlez* written in left margin.

² Two words illegible. Jacob's translation reads "church of" but the first word is certainly not "l'eglise".

³ *Nota* written in left margin.

tenaunt, les queux terres et tenementz par le abbe sount geldables et scottantz et lotantz ovesque nous a le service notre seignour le Roy.¹

* * * *

f. 22 v. In omnibus casibus et articulis in placitis regalibus sive personalibus in quibus hic non fit mencio, habet maior qui Iudex est cum suis Juratis recursum ad jura naturalia super que et a quibus fundantur omnes leges et consuetudines legibus concordantes.²

THE INDENTURE BETWEEN DOVER AND FAVERSHAM 1394.³

f. 27. Ceste endenture fait parentre lez mair et comunalte de la ville de Dovre dune part, et lez mair et comunalte de la ville de Faversham dautre part tesmoigne que come les mairs baillifs et autres vaillauntz persones de lez cynk portz danceine custume lour sunt assemblez annuelment a Brodhell lundy proschein apres le feste Seynt Margarete pour surveier et dacompter entre eux de tretouz les foreines custagez et despencez faitz pour la sustenance et governaunce touchantz lour universel franchise de lez cynk portz pour lan proschein avaunt passe, forspris de lez custages faitz pour lour services duez a notre seignour le Roy sur le miere de guerre, dount chescun port ent sciet

¹ (In margin) "Nota. Quodam terram infra scriptam de Abbati et conventu de Feversham onerat se ad servicium Regis, quod est navigium."

² This claim is made in almost identical words in the fifteenth century customals of Winchelsea (cap. 47), Rye (cap. 63) and Fordwich (cap. 76) and Sandwich, Boys, *op. cit.*, p. 459, cf. Bateson, *op. cit.*, II, 59. Folios 15-22 of the Common-place book contain a royal decree in Norman French concerning Felons seeking Church Sanctuary; a series of forms of legal documents, the latest dated 1404; a copy of an agreement made at Shepway in 1307 (printed from the confirmation of 1392 by Statham, *Dover Charters*, p. 120 sq.); and a record of an inquest in 1388 concerning the extortion of fish from Faversham by the Wardens (cf. *Cal. Pat. R.*, 1385-9, p. 465 and *Brit. Mus. Add. MS.* 19990, f. 11).

³ This agreement should be compared with one made between Dover and Faversham in 1438, concerning the election of Members of Parliament, and fixing a sum of 40s. as the yearly contribution of Faversham in discharge of all expenses save ship service and the gift to the Lord Warden at Shepway (cf. Statham, *op. cit.*, p. 184 sq.). This document occurs on f. 41v of the Common-place book.

soun charge en certain ;¹ de la summe dez quels foreinz custagez trevez dues par la dit accompte lez ditz villes de Dovrre, Faversham, Folkstane, Birchynton, Mergate et le hamel de Kyngesdoune pres de Dovrre ount este et unqore sount chargez de paier la sisme partie de lassent et acord de tretoutz les cynk portz. Sur la contribucioun de quele sisme partie dez ditz custages diverses debatez ount este movez parentre lez mair et communalte de la dite ville de Dovrre et lez mair et communalte de la dite ville de Faversham, le quele debate par mediatioun dez mairs, baillifs et ascuns Juratz et communes dez autres villes de lez cynk portz, assemblez a Romene par icele cause le dymenge en la veille Seint Laurence lan de regne notre seignour le Roy Richard dysoeptisme,² estoit acorde par manere come ensuyt. Cestassavoir que lez ditz mair et communalte de Dovrre grauntent pour eux et lour successours a toutz iours par icestes as ditz mair et communalte de Faversham, que chescun an apres le dit general accompte issint fait et renduz a Brodhell, et lour porcioun, cestassavoir la sisme partie des ditez foreins custages assitz et allotez a lez

f. 27 v. ditz villes et hamelet destre levez, le mair de Dovrre, qi pour le temps sera, envoiera sez lettres as mair et communalte de Faversham denvoier a lez costages de lez mair et communalte de Dovrre et lour successours, iiij persones de la dite ville de Faversham tielx come les mair et communalte de Faversham et lour successours voilent ordeyner destre a Dovrre a un certain iour en la dite lettre compris, devaunt queux a lour venue lez mair et communalte de Dovrre grauntent pour eux et lor successours a monstrier veritablement la declaracioun de la dite acompte fait a Brodhell, et lez circumstaunces dicelle, et clerment et

¹ The annual Brodhull (later Brotherhood) was in origin called for the business of the Yarmouth Herring Fair. This document provides interesting evidence of its early use as a court of arbitration and for settling the annual expenses of the Confederation. The indenture made at Brodhull between all the Ports in 1392 (cf. note 2, p. 110 above) arranges for the division of these expenses equitably in the proportion known as "Composition".

² 9th August, 1393. But this date did not fall on a Sunday in this year. The vigil of St. Laurence was on a Sunday in 1394 and the regnal date should therefore probably be 18, not 17 Richard II.

distinctement lour enformer de la manere de la verray porcioun dez costages dez parlementz, le feir de Jernemuth, dalowaunce pour la xv^e,¹ et del promesse graunte par assent de tretoutz lez cynk portz a lour gardeyn,² compriuez deinz la somme de dit sisme, partie de lez foreinz custages, si null soient le dit an issint passe saunz conseler ascun chose compris en la dite acompte fait a Brodhell que pourra tener en profyte ou descharge de la dit communalte de Faversham ou ascun charge aiouster a la dit acompte que nounduement eux purroit grever en ascun manere. La quantite dez queux custages issint faitz pour parlementz, le feir de Jernemuth, alowaunce pour la xv^e et pour tielx promesseez, si null soient eschuz le dit an passe sera iettuz en un somme par sey et hors tret de la dite sisme partie dez foreinz custages, et la dit somme issint hors tret et ceo en trois parties ewelment departiz, la une tierce partie de quels expenses issint faitz pour parlementz, la feir de Jernemuth, la lowaunce de la xv^e et tiel manere de promesse, si null soient eschuz et compris deinz la somme del dit sisme partie, lez ditz mair et communalte de Faversham et lour successours, paieront as ditz mair et communalte de Dovre et a lour successours pour pleyn contribucioun de touz choses, saunz nul autre contribucioun a eux de Dovre faire, pour nullez autre chosez en temps a vener queux purront estre chalangez ou par eux demaundez en ascun manere, le quel paiement del dit tierce partie sera fait en manere come ensuyt. Primerement ils de Faversham recoperont en lour propre meynes de la dite tierce partie issint par eux paiable pour chescun persone de lez ditz iiij persones, pour chescun iour ocupiez entre la dit bosoigne del temps de lour departir de Faversham tanque a loure venue a Faversham, iiis iiij d, et le remanaunt que demoert cheu et due outre la somme recope serra paie

f. 28.

¹ Cf. my *Constitutional History of the Cinque Ports*, pp. 219 sq. The Ports claimed quittance of all aids and taxes, in consideration of their heavy expenses in providing ships. When an assessment was made, each Port claimed an "allowance" or reimbursement proportionate to its burden of ship service.

² It was the custom for the Ports to present the Warden with a suitable gift—generally 100 marks—on his first coming to hold the court of Shepway and take oath to uphold their privileges.

deins sept iours adonques procheins ensuantz, saunz plus outre delay. Et a chescun temps que debat sourde entre eux a leur dit venue a Dovre, pour la concelement de laveray declaracioun del accompte fait a Brodhell, ou pour la ioster dascune charge al dit accompte nounduement en damage de la communalte de Faversham, que cest acorde susdit ne porporte, mayntenaunt pour icele temps de leur debate cesse tout leur fait a Dovre, et soit iour assigne al prochein Brodhell devant les autres vaillantz gentz de les cynk portz,¹ devant queux soit leur dit debat monstre et declare, et si par avys de les autres vaillantz personnes de les cynk portz, la defaute del dit debat soit trove en les mair et ceux de Dove, qi firent la dit demonstraunce del dit acompte as ditz iiij personnes de Faversham, adonques grantout les ditz mair et communalte de Dove pour eux et leur successours, pour chescun tiel temps que tiel defaute soit trove, eux de paier as ditz mair et communalte de Faversham et a leur successours, pour l'expence dez ditz iiij personnes, si bien pour le temps de leur ocupacioun a Dovre, come pour le temps de leur ocupacioun a Brodhell, cestassavoir en allant, demeurant et retornant pour la dite bosoigne et pour icele cause, pour chescun iour pour chescun persone dicell iiis iiij d, quels deniers serount primerement recopez en leur prochein acompte affair entre eux par manere susdit. Et si defaute del dit debat soit trove en les iiij personnes de Faversham par agard de les vaillauntz personnes susditz, adonq pour icele temps et pour icele foitz soient leur costages faitz si bien a Dovre come a Brodhell disalouez ; porveu toutfoitz que la manere de leur acompte, le paiement de leur contribucioun et allowance de leur costages en la fourme susdite, en toutz pointz come dit est as chescun autre temps que nul debat sourde sur tiel manere acompte esteant en leur force. Grauntauntz auxi les ditz mair et communalte de Dove pour eux et leur successours que les personnes de Faversham qi viendront a Dove pour icele matiere ou pour ascun autre cause touchaunt la franchise de les cynk

¹ A dispute between Faversham and Dover was heard at Brodhull in 1432; cf. Brit. Mus. MS. Egerton, 2105, f. 56.

114 THE COMMON-PLACE BOOK OF FAVERSHAM.

f. 28 v. portz pourront franchement venir a Dovrre et illecoques demurrer et retornir a lour pleiser saunz eux ou ascun de eux arester, molester ou grever al temps de lour venue en null maner. Queles covenautz bien et loialment parfournir lez parties susditz entrechaungeablement grauntout a tenir et a complir par icestez. En tesmoignaunce de quele chose, si bien lez mair et communalte de Dovrre, come lez mair et communalte de Faversham entrechaungeablement ont mys lour sealx. Done le xxi iour daugust, lan du regne notre seignour le Roy Richard dangleterre, dysoetysme.¹

? 22 August, 1394, see note 2, p. 111 above.