

MISCELLANEA.

ADDITIONS AND EMENDATIONS TO VOL. IV.

ERRATA.

- Page 149, line 13, *for* "ainsi," *read* "ausi."  
Page 154, line 10, *dele* "43."  
Page 155, line 11, *dele* "In one of the returns the heir is called Robert." [See below.]  
Page 160, line 24, *for* "Bachelors," *read* "Bachelers."  
Page 178, line 1, *for* "1264," *read* "1265." [See below.]  
Page 182, last line of text, *for* "Rex," *read* "Regem" [*i. e.* "that he debit the King"].  
Page 184, line 20, *for* "laboravimus," *read* "laboraverimus."  
Page 187, lines 22 and 23, *for* "comitatu predicto," *read* "comitatibus predictis."  
Page 187, line 27, *for* "Burewhill," *read* "Burevill."  
Page 187, line 28, *for* "Hugeford," *read* "Hungerford."  
Page 188, line 3, *for* "totum comitatum predictum," *read* "totos comitatus predictos."  
Page 188, line 15, *for* "predicti comitatus," *read* "predictorum comitatum."  
Page 189, line 11, *for* "1264," *read* "1265."  
Page 189, last line but 4, *after* "annorum," *insert* " [See Inq. p. m., 35 Edw. I., No. 10]."  
Pages 191 and 192, *dele* the whole of note 43. [See below.]  
Page 202, last line but 6, *for* "ROBERTI," *read* "ROBERTO."  
Page 221, line 15, *for* "preceding," *read* "succeeding."  
Page 303, line 30, *for* "Esturt," *read* "Esture."  
Page 342, col. 2, line 5, *for* "but breaks his oath," *read* "but his purpose was not carried out."

It seems worth inquiry whether the "Mr. Antony" referred to in Miss Twisden's letters to Mrs. Hammond (see p. 106,

l. 20, etc.) may not be Anthony Hammond the poet, to whom, according to Sir Egerton Brydges, a wrong parentage has hitherto been given.

With much deference to "a correspondent" who, at p. 323, l. 12, asserts "Cock" or "Cokkys," and not "Cook," to be the correct translation for "Cocus," it is suggested that such a book as 'Collins's Peerage' is scarcely an authority against plain language. "Cocus" is Latin for "Cook," and "Gallus" for "Cock;" and if any family can clearly deduce its pedigree from the Rogerus Cocus who is party to the fine in question, any fanciful or accidental change of name since adopted cannot extend to an ancestor before the change. If our correspondent will oblige us with proof of this descent, (which rests at present on the statement of Collins,) it would form an interesting subject for a note next time the name of Roger Cook appears on the Fine Rolls, which will probably be soon.

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ADDITIONS AND CORRECTIONS TO THE MEMOIR OF ROGER  
DE LEYBOURN.

The entry on the Pipe Roll 37 Hen. III. (p. 154, l. 9, 10) alludes to the release of Roger, son and heir of Roger de Leybourn, from his father's debt to the treasury, "per breve Regis." The writ of pardon itself, "breve Regis," is recorded on the Charter and Patent Roll "Vasconie" in these words:—

*Pro Rogero de Leyburn.* Rex omnibus, etc. Sciatis quod perdonavimus dilecto et fideli nostro ROGERO DE LEYBURN Trecentas marcas quas nobis debuit, et que ab eo exigebantur per summonitionem Scaccarii ad scaccarium nostrum de prestito quod fecimus ROGERO DE LEYBURN, patri ipsius ROGERI, de exitibus Itineris justiciariorum nostrorum ad Placita Foreste in Comitatu Essexie, per manus dilecti et fidelis nostri Roberti Passel.

"In cuius, etc. Teste apud VASATAS [*i. e.* BAZAS] ix. die Februarii.

"Hoc mandatum est Baronibus de scaccario." (See Rot. Vascon. Pat. et Cart., 37, 38 Hen. III., pars prima, m. 10.)

If any doubt remained that the ROGER DE LEYBURN the rebel baron of 1215 and the active warrior in the national struggles *t. Hen. III.* were two individuals, father and son, this writ puts an end to it beyond controversy.

It appears by the Patent Roll (Rot. Pat. 37 Hen. III., m. 12 *dorso*) that letters of protection, bearing date 30th May in this same year (1253), were granted to Roger de Leybourn on the

occasion of his accompanying Henry to Gascony. The king's need of his services there may have led to a release of his father's debt.

It will be seen by reference to p. 191, note 43, that I there described this Writ of Pardon as missing from the Rolls. This is a mistake, and I have since discovered the writ as cited above. Every apology is due to our readers for this error: it is most mortifying to acknowledge it. It may be pardoned, I hope, when I state that, while this part of my paper was at press, I was confined by severe illness and suffering. Unable to visit London or to examine the records myself, I entrusted this task to a gentleman whom I employed as my agent, and in whom I had the greatest confidence; and I was fain to be content with his reply that after diligent search he had failed to discover the entry. After the volume was printed I was able to test his accuracy, and to my great mortification discovered that the entry is there, as given above.

At p. 155, l. 11, also, as stated above, there is an error as to the son of the Roger de Leyburn there mentioned;—it is not the case that “in one of the returns the heir is called Robert.” Here, too, during the same illness another agent misled me. In all the returns the heir is named JOHN. One of them is very mutilated, only a fragment of the name remaining, but it has clearly been JOHANNES. I can only offer a similar apology in this case also. The reader should draw a pen through the words quoted, and no further correction will be needed in the context.

With regard to the date 1264, given p. 178, l. 1, and p. 189, l. 11, to the letter of protection from Henry III.,—which should be 1265, as is corrected above,—it will be observed that in the original the scribe dates the letter “28 die Oct. anno regni nostri quadragesimo nono.” This certainly would justify the date 1264, but on carefully examining the letter it becomes palpable that the scribe himself is in error. He ought to have written “anno quinquagesimo.” The battle of Evesham, which is cited in the body of the letter, was fought 4th August, 1265, and we know from a grant of various manors made to Roger de Leybourne by the king, and dated at Canterbury 26th Oct., 1265, as entered upon the charter roll, that the king was in that city, whence this letter is dated, at the close

of October, 1265. The 28th of October was the first day of Henry's regnal year, and doubtless, when the clerk dated these letters, he forgot that a new regnal year had commenced, and thus wrote "forty-ninth" (year as he had been in the habit of doing for the last few days) instead of "fiftieth."

L. B. L.

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ON THE ALIENATION OF THE MANORS OF WESTWELL  
AND LITTLE CHART BY PETER DE BENDING, AND  
THE TENURE OF THE FORMER MANOR.

MY DEAR MR. FAUSSETT,

Among the Surrenden MSS. there was formerly an important series of documents relating to the manor of Westwell. Before the dispersion of this celebrated collection, I transcribed them all, and am thus enabled to send you for insertion in our 'Archæologia' a very interesting portion of them. I ought, however, to note that my transcripts were made more than twenty years ago, and I have to express my regret that I am now unable to test their accuracy by collation with the originals, which are no longer accessible.

In our First Volume, p. 289, I have alluded to the fact, that a very large portion of Kentish manors and lands, hitherto supposed to be in gavelkind, are in reality not so. The Public Records and original documents are daily developing the truth, that the majority of these manors and lands are, after all, not partible among all the sons, but the actual inheritance of the eldest. There is now standing before me a row of fifty large folio volumes of transcripts which I have made from the different Public Records, Pipe Rolls, Inquisitiones post Mortem, Charter Rolls, Coram Rege and Assize Rolls, Lord Treasurer's Memoranda, Quo Warranto, Hundred Rolls, etc. etc., and several thousand original documents which furnish an immense amount of incontestable evidence on these points. I design them for our contemplated 'History of Kent,' of which we have already issued a prospectus, and in which we propose, in the description of manors and parishes, to give particulars of their tenure, whether in gavelkind or otherwise; omitting no available evidence of any kind by which every owner of property may at once see the nature of his tenure, and the rightful heir be

saved from litigation or unintended spoliation. In fact we shall embody all that has been printed on the subject by Somner, Robinson, and other writers, with vast additions.

In the series, extracts from which I send you, occurs a full elucidation of the Tenure of Westwell, and the pleadings in the disputes between the De Bendings and the Priory of Christ Church, etc. The space which you can afford me being very confined, I leave the larger portion of these pleadings for publication in our 'History of Kent,' and limit myself to a selection of most special interest, one that tells a tale too often told in modern times, but such as we rarely find on record in the thirteenth century, viz. the career of one who began life as the lordly owner of large estates, a powerful magnate, losing his all by dealings with the Jews. The "Starres" of which I send you transcripts, evince how he became entangled step by step with these merciless money-lenders, who exacted an enormous interest, and were ever binding his estates more and more; till he was driven to alienate them all to the Priory of Christ Church, Canterbury, to pay off his debts and release himself from his thralldom. I do not remember ever to have seen such a series, and I trust that you will deem them of sufficient interest to give them a place in our "Miscellanea." It will be seen that poor De Bending's widow, after his death, sued the Priory for dower out of her husband's land, and was fain to accept a miserable corrody—a pittance of maintenance for herself and a servant—as a compromise.

Yours sincerely,

L. B. L.

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PETER DE BENDING *acknowledges the Manor of WESTWELL to the Prior and Canons of Christ Church, Canterbury, for their table. For which they give him £171.17s., with a grant of the Manor of LITTLE CHART at a Fee Farm Rent of 10 Marks.*

[Date, between 1206 and 1229. The grant is dated in the Priory Register, 8 Hen. III., 1223-4.]

Sciant omnes presentes et futuri quod ego PETRUS DE BENDENGES, filius PETRI DE BENDENGES, recognoui manerium de WELLES<sup>1</sup> cum omnibus pertinenciis suis esse ius PRIORIS ET

<sup>1</sup> *I. e.* Westwell. In Domesday, Westwell is entered among the lands of the Archbishop's monks, and there seem afterwards to have been

CONVENTUS ECCLESIE CHRISTI CANTUARIE, et ad mensam eorum pertinere.

Et ideo predictum manerium cum omnibus pertinentiis suis sine aliquo retenemento, cum toto Jure quod ego, vel aliquis antecessorum meorum, in predicto manerio et pertinentiis suis aliquo tempore habuimus vel habere potuimus, predictis PRIORI ET CONVENTUI in perpetuum resignavi, et quietum clamaui tanquam jus suum. Ita quod nunquam futuris temporibus ego, vel aliquis heredum meorum, vel alius nomine meo, in predicto manerio vel ejus pertinentiis aliqua ratione aliquid iuris uendicare poterimus. Unde uolo et concedo, quod si quando futuris temporibus aliquid instrumentum appareat, per quod in predicto manerio quicquam iuris uendicare possem ego uel heredes mei, uiribus careat et effectu. Ut autem hec mea recognicio et resignacio et quieta clamacio pro me et heredibus meis in perpetuum valida sit et stabilis, tactis sacrosanctis ewangeliiis iuravi me nunquam contra premissorum aliquid venturum in aliquo, nec aliquid procuraturum consilio vel auxilio, per quod Jus eorum de predicto manerio cum pertinentiis ledatur in aliquo vel minuatur.

Pro hac autem recognicione, resignacione, et quieta clamacione, facta et recordata in presentia Venerabilis Patris nostri, S.<sup>1</sup> CANTUARIENSIS ARCHIEPISCOPI, et in curia predictorum PRIORIS et CONUENTUS, et in curia predicti Domini CANTUARIENSIS ARCHIEPISCOPI, et in comitatu KANCIE, dederunt mihi PRIOR et CONUENTUS prenominati Centum sexaginta et undecim libras, et decem et septem solidos sterlingorum.

Et preterea dederunt mihi et heredibus meis, ad feodo firmam,<sup>2</sup> manerium suum de LITLECHERT cum omnibus pertinentiis suis, exceptis WADETUNE cum pertinentiis suis et una denna

various disputes as to their title to it. This acknowledgment was a final settlement of their claims. It will be observed in the next document—viz. the Foot of Fine, 1233-4—that Peter de Bending represents himself not as owner of the manor of Welles in fee, but as having held it “ad firmam de predicto Priore.”

<sup>1</sup> Stephen Langton was Archbishop of Canterbury from 1206 to 1229. This deed, then, must have been executed between those two periods.

<sup>2</sup> “A fee-farm rent is a rent-charge issuing out of an estate in fee, of at least one-fourth of the value of the lands, at the time of its reservation; for a grant of lands, reserving so considerable a rent, is indeed only letting lands to farm in fee simple, instead of the usual methods for life or years.” (Blackstone, lib. ii. ch. 3, p. 43.)

que dicitur BIDDENDEN cum pertinenciis eiusdem denne, pro decem marcis soluendis eis annuatim in thesauraria sua ad uictum suum, in duobus terminis, uidelicet, infra octabas sancti Andree quinque marcas, et infra octabas sancti Johannis Baptiste quinque marcas. Quod si ego uel heredes mei aliquem terminorum transgressi fuerimus, statim liceat PRIORI et CONVENTUI in ipso tenemento nos distringere, et ad satisfaciendum de predictis denariis et transgressione sine qualibet contradictione et dilacione compellere. Et predicti PRIOR et CONVENTUS dictum manerium cum pertinenciis suis michi et heredibus meis guarontizabunt contra omnes homines Christianos et Judeos. Et ego et heredes mei guarontizabimus ipsis manerium de WELLES cum pertinenciis suis, sicut prediuissum est, contra omnes homines Christianos et Judeos. Ad perpetuam cuius memoriam, et huius rei stabilitatem, presenti Carte Sigillum meum apponi feci.

Hiis testibus,—WILLELMO DE SHIRENTUN, HENRICO DE COBEHAM, ROBERTO DE ROCHELE, HENRICO DE SANDWICO, JOHANNE DE SANCTO LEGERIO, HENRICO DE OSPRENGES, LOGERIO DE SOTINDUN, THOMA DE BENDING, MATHELGARIO DE HERSTE, JOHANNE CLERICO DE WELLES, et multis aliis.

[Seal as given. It is of green wax on a silk twist cord.]



*In dorso*: "Carta Petri de Bending, de manerio suo de WELL—ESTWELLES.<sup>1</sup>"

<sup>1</sup> "Estwelles,"—apparently an error of the scribe "for Westwelles," but

Peter de Bending =  
 |  
 Peter de Bending.

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*Foot of Fine, in which the Prior of Christ Church, Canterbury, releases PETER DE BENDING from his arrears of Rent for LITTLE CHART, and the said PETER quitclaims to the said Prior all right in the Manor of WESTWELL.*

[Dated 20th January, 18 Hen. III., 1233-4.]

Hec est finalis Concordia facta, etc. apud Westmonasterium in octauis Sancti Hillarii, anno regni Regis Henrici filii Regis Johannis octauodecimo.

Coram Willelmo de Ralegh, etc. etc.

Inter JOHANNEM, Priorem SANCTE TRINITATIS CANTUARIE, que-  
rentem,—per fratrem RICARDUM DE BERKYSORE, monachum  
suum, etc.—et PETRUM DE BENDENG, deforciantem.

De quinque marcis, quas idem PETRUS debuit predicto Priori  
de arreragiis annui redditus decem marcarum, quas ei debuit  
per annum de manerio de PARUA CHERT.

Et unde placitum, etc., quod predictus PETRUS recognouit et  
concessit pro se et heredibus suis, quod ipse et heredes sui de  
cetero reddent singulis annis predicto Priori et successoribus  
suis, et monachis ibidem Deo seruiantibus, et Ecclesie sue  
SANCTE TRINITATIS, decem marcas pro predicto manerio de  
CHART ad duos terminos anni, scilicet, medietatem infra octauas  
Sancti Andree, et alteram medietatem infra octauas Sancti  
Johannis Baptiste, pro omni seruicio.

Et preterea idem PETRUS remisit et quietclamauit de se et  
heredibus suis ipsi Priori, et successoribus suis, et predictis  
monachis, et ecclesie predictae, totum ius et clamium quod habuit  
in manerio de WELLES cum pertinenciis in perpetuum, quod

perhaps made not without design. The discussion of this point would  
occupy too much space for insertion here, and will be more in place in the  
'History of Kent.' It will be sufficient to observe here, that the manor of  
ESTWELLE is enumerated in Domesday among the tenures of HUGO DE  
MONTFORT, one of Odo's creatures, and in describing it three yokes are  
said to be within the division of Hugo, and one yoke without; and that it  
is of the fee of the Bishop of Baieux, the great plunderer of the property  
of the Church.

manerium idem PETRUS aliquando tenuit ad firmam de predicto Priore, et quod ei postea reddidit pro predicto manerio de CHERT.

Et pro hac, etc., idem PRIOR remisit et quietclamavit de se et successoribus suis, et ecclesia sua SANCTE TRINITATIS CANTUARIE, predicto PETRO et heredibus suis octo marcas, quas ei debuit de arreragiis annui redditus predictarum decem marcarum in perpetuum.

[See Pedes Finium, Kent ; t. H. III. no. 253.]

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PETER DE BENDING borrows 44s. of MOSSEKIN CRESPIN, son of JACOB, at a weekly interest of 2d. per pound, and charges his lands and chattels as security.

[Dated 15th July, 19 Hen. III., 1234.]

Sciant presentes et futuri, quod ego PETRUS DE BENDING debeo MOSSEKINO CRESPIN filio JACOB xliiij solidos sterlingorum, reddendos ad quindenam Sancti Michaelis anno regni regis Henrici filii Johannis xix<sup>o</sup>, et nisi tunc reddam, dabo in singulis septimanis, pro singulis libris duos denarios<sup>1</sup> de lucro. Ad eius garantiam inuadio ei omnes terras meas, redditus, et catalla mea, ubicunque sint, ad recipiendum meum debitum et lucrum. Hec affirmo et sigillo meo confirmo. Actum xv die Julii anno eodem.

[There is an endorsement in Hebrew, which, rendered into English, is "Pirash de Bendagish to Moses son of Jacob, 44s."]

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PETER DE BENDINGES acknowledges to BENEDICT CRISPIN, and JACOB his brother, a debt of 100s. annually for ten years ;—in default to pay 2d. per pound per week ;—and charges his lands and chattels as security.

[19th November, 19 Hen. III., 1234.]

Sciant presentes et futuri, quod ego PETRUS DE BENDINGES

<sup>1</sup> *I. e.* at a yearly interest of 8s. 8d. per pound,—more than 40 per cent. per annum.

debeo BENEDICTO CRISPIN et JACOB fratri suo, singulis annis, centum solidos sterlingorum usque ad finem decem annorum proxime sequencium. Scilicet, 1 solidos ad Pascham anno regni Regis Henrici filii Regis Johannis vicesimo, et 1 solidos ad festum Sancti Michaelis proxime sequens, et sic de anno in annum et termino in terminum, usque ad finem decem annorum; et si quem terminum pretiero, dabo eis singulis septimanis pro singulis libris duos denarios de lucro. Ad eorum guarantiam ideo inuadio eis omnes terras meas, redditus, et catalla mea, que habeo et que habiturus sum, ad recipiendum meum debitum et lucrum. Hec affirmo et sigillo meo confirmo.

Actum xix die Nouembris proximo anno.<sup>1</sup>

[Seal in White Wax, three Bars.]

[There is an endorsement in Hebrew, which, rendered into English, is "Pirash de Bendigish, 100s. in the year until the end of the tenth year; 50s. at . . . of the year, and 50s. at . . . of every year."]

PETER DE BENDING *acknowledges to J. CRISPIN a debt of £9, to be repaid at Midlent with a weekly interest of 2d. per pound, and charges his lands and chattels as security.*

[Dated 9th March, *i. e.* Midlent Sunday, 20 Hen. III., 1235-6.]

Sciant presentes et futuri quod ego PETRUS DE BENDING debeo J. CRISPIN ix libras sterlingorum, reddendas ad mediam Quadragesimam anno regni Regis Henrici filio Regis Johannis xxi, et nisi tunc reddam, dabo in singulis septimanis pro singulis libris ij . . . de lucro. Ad eius garantiam ideo inuadio ei omnes terras meas, redditus, et catalla mea, ubicunque sint, ad recipiendum meum debitum et lucrum.

Hec affirmo et sigillo meo confirmo.

Actum ix die Marcii proximo anno.

[There is a Hebrew endorsement signifying the purport of the deed.]

<sup>1</sup> "Proximo" in this and the following documents must almost necessarily imply "proximo præterito." I have dated them accordingly.

PETER DE BENDING *acknowledges a debt of £10 to JACOB CRISPIN, to be repaid at Midlent with a weekly interest of 2d. in the pound, and charges his goods and chattels as security.*

[Dated 9th March, *i. e.* Midlent Sunday, 20 Hen. III., 1235-6.]

Sciant presentes et futuri, quod ego PETRUS DE BENDING debeo JACOBO CRISPIN decem libras sterlingorum reddendas ad mediam quadragesimam anno regni Regis Henrici filii Regis Johannis xxj<sup>o</sup> et nisi tunc reddo, dabo in singulis septimanis pro singulis libris ij<sup>d</sup> de lucro. Ad eius garantiam ideo inuadio ei omnes terras meas, redditus, et catalla mea, ubicunque sint, ad recipiendum meum debitum et lucrum. Hec affirmo et sigillo meo confirmo.

Actum ix die Marcii proximo anno.

[There is a Hebrew endorsement, "Pirash de Bendigash, £10."]

PETER DE BENDING, *for £200, confirms (Query, by way of Mortgage?) to BONAMICUS, the Jew of Canterbury, the son of MOR, his Manor of LITTLE CHART, reserving a Quit Rent of 1lb. of Pepper per annum.*

[Date probably circ. 20-21 Hen. III., 1236.]

Sciant presentes et futuri, quod ego PETRUS DE BENDINGE dedi et concessi, et hac presenti carta mea confirmaui, BONAMICO, JUDEO CANTUARIE, filio MOR, totum manerium meum de PETICHERT cum pertinenciis suis, scilicet in bosco et plano et uis et semitis, in pratis et pascuis, in aquis et molendinis, in humagiis et redditibus, et in omnibus aliis pertinenciis suis.

Tenendum et habendum predicto BONAMICO et heredibus suis, uel ubicunque assignare uoluerit, libere et quiete bene et in pace, iure hereditario, in perpetuum, faciendo inde capitalibus dominis illius manerii omne seruicium quod ad illud manerium pertinet, et mihi et heredibus meis unam libram piperis per annum, de forgabulo<sup>1</sup> scilicet, ad natiuitatem domini, pro omni seruicio consuetudine et demandis temporalibus, omni occasione remota. Et ego predictus PETRUS et heredes mei garantizabimus predicto BONAMICO et heredibus suis, uel ubi-

<sup>1</sup> Quasi "forisgabulo," *i. e.*, literally translated, "quit-rent."

cunq̄ue assignare uoluerit, totum predictum manerium superius diuisum cum pertinenciis integre, contra omnes homines et feminas, per predictum seruicium. Pro hac autem mea donacione concessione et garantizacione facta et sigilli mei impressione munita, dedit mihi predictus BONAMICUS duas centum libras sterlingorum in gersumam.

Hiis testibus,—JOHANNE FILIO TERRICI, JOHANNE FILIO ROBERTI, SAMSONE FILIO AARON, CRIBSELINO FILIO HAKELINI, REGINALDO CLERICO, ELPHEGO CLERICO, et multis aliis.

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PETER DE BENDING *grants the Manor of LITTLE CHART to the Prior and Convent of CHRIST CHURCH, CANTERBURY, for 200 Marks, to release him from his debts to the Jews.*

[Date apparently 21 Hen. III., 1237.]

Sciant presentes et futuri quod ego PETRUS de BENDINGES concessi, et in perpetuum pro me et heredibus meis quietum-clamaui, PRIORI et CONUENTUI SANCTE TRINITATIS CANTUARIE, manerium meum de LITTLECHERTH cum omnibus pertinenciis suis, et totum Jus quod michi in eodem manerio competit, uel aliquo tempore competere potuit. Ita quod predicti PRIOR et CONUENTUS predictum manerium de LITTLECHERT cum omnibus pertinenciis suis adeo libere et pacifice habeant et possideant, sicut unquam aliquo tempore ante ingressum meum in prefatum manerium melius et plenius habuerunt illud, et liberius tenuerunt. Nec ego, aut heredes mei, quicquam juris aut proprietatis in predicto manerio aliquo tempore poterimus uendicare. Pro hac autem concessione et quietaclamacione eis facta, dederunt michi predicti Prior et Conuentus Ducentas marcas argenti, ad soluenda debita mea quibus in Iudaismo tenebar obligatus. Ego uero, ad firmandam predictae concessionis et quieteclamacionis securitatem, cartam predicti manerii, quam sub sigillo predictorum Prioris et Conuentus penes me habui, in manus eorum reassignaui. Et ad maiorem presentis scripti firmitatem optinendam, fidei sacramento interposito, sine omni fraude promitto, quod, quandocunque predictis Priori et Conuentui placuerit, coram Iudiciariis in banco, vel itinerantibus, apparebo, eisdem Priori et Conuentui super presenti concessione et conuencionem omnimodum, prout eis melius et utilius uisum

fuerit, per Cyrographum, uel alio modo, facturus securitatem. Et ad hoc faciendum me ipsum, et heredes meos, et bona mea omnia, Domino Cantuariensi archidiacono, et ipsius Cantuarie Decano, qui pro tempore fuerint, spontanea et mera uoluntate mea subicio, quibus licebit per censuram ecclesiasticam sine placito compellere.

Renuncio eciam, pro me et heredibus meis, omni Juris auxilio, canonici et ciuilis, et statuto priuilegio clericatus et fori, et omni excepcioni et rei que possint obici contra hoc instrumentum, uel hanc conuencionem, in perpetuum.

In cuius rei testimonium presenti scripto sigillum meum apponi feci.

Hiis testibus,—JOHANNE filio TERRICI de Canturia, JOHANNE filio ROBERTI, JOHANNE CHICH, magistro WILLELMO CURTEIS, NICHOLAO DE ORES, RICARDO Senescallo, REGINALDO Janitore, NICHOLAO DE HADLO, JOHANNE et RICARDO DE BOSCO, WILLELMO JUUENE, WALTERO DE ROTINGES, ALUREDO DE FORDMELNE, ROBERTO DE FORDMELNE, et multis aliis.

[Seal in red wax, the same as that engraved above.]

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BENEDICT CRESPIN releases PETER DE BENDING from all debts.

[Dated 1st August, 21 Hen. III., 1237.]

This document is in Hebrew, which rendered into English, is:—

“ We the undersigned make known with a perfect acknowledgment, that PIRASH DE BENDIGISH and his heirs<sup>1</sup> . . . from the beginning of the world to . . . Pirash,<sup>2</sup> the twenty-first year of the reign of ARO . . . JOHN, and what we have made known we have sealed.”

*In dorso* : Per hec starra<sup>3</sup> fuit PETRUS DE BENDING et heredes sui quieti de B . . . PIN de omni debito a creacione seculi usque ad festum Sancti Petri ad Vincula.

<sup>1</sup> A piece is torn off from this document.

<sup>2</sup> The indorsement shows that this was the feast of St. Peter ad Vincula, *i. e.* 1st August.

<sup>3</sup> Starrum. The instruments by which the Jews completed their bonds, etc., were called starra.

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BENEDICT CRESPIN and JACOB CRESPIN *quitclaim to the Prior and Convent of St. Trinity, Canterbury, all demands on the Manor of LITTLE CHART sold to them by PETER DE BENDING, on account of any debts due from him to the said BENEDICT and JAMES.*

[Date apparently about even with the foregoing.]

Nos, qui sumus subsigillati, recognoscimus ueram recognitionem, quod remisimus et quietum clamauimus Priori SANCTE TRINITATIS, et Conuentui eiusdem loci, et successoribus suis, terram quam dimisit eis PETRUS DE BENDING, que uocatur CHART, cum pertinenciis. Ita quod nos nec heredes nostri poterimus exigere, uel uendicare aliquid super eandem terram poterimus, occasione alicuius debiti quod PETRUS DE BENDING debuit nobis a principio mundi usque ad finem.

Et quod recognouimus sigillauimus.

BENEDICTUS CRESPIN, JACOBUS CRESPIN.

ISAAC son of BENEDICT, and JACOB son of ISAAC, *quitclaim to the Prior and Convent of St. Trinity, Canterbury, the Manor of LITTLE CHART, sold by PETER DE BENDING to the said Prior and Convent, free from all claims that they may have thereon for debts due to them by the said PETER.*

[Date apparently about even with the foregoing.]

This document is in Hebrew, which rendered into English, is:—

“We the undersigned acknowledge with a perfect acknowledgment, that we have quitclaimed to the Prior and Monks of the Holy Trinity of CANTURBIRA the lands which they bought from PIRASH DE BENDAGSHA, which they call IRT the less, and that we are not able to disturb them on account of that land, neither we nor our heirs, with any kind of disturbance in the world on account of the debts which the same PIRASH DE BENDAGSHA owed to us, from the foundation of the world to the end thereof, nor on account of any money which he ever borrowed from us are we able to ask or disturb the same at all; and what we have made known, we have written and sealed.

“JACOB BAR ISAAC.”

Then follows:—

Nos, qui sumus subsigillati, recognoscimus ueram recogni-

cionem, quod quietam clamauius Priori et Monachis SANCTE TRINITATIS CANTUARIE totam terram quam ipsi emerunt de PETRO DE BENDING, que uocatur PARUA CHERTH: Quod non possumus uendicare super dictam terram, nos uel heredes nostri, aliquam calumpniam seculi, occasione alicuius debiti quod idem PETRUS nobis debuit de BENDING, a creacione seculi usque ad finem, nec occasione alicuius mutui quod ipse PETRUS fecit, vel facturus est, aliquid uendicare poterimus super dictam terram; et quod recognouimus scripsimus et sigillauimus.—YSAAC filius BENEDICTI, JACOB filius YSAAC.

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AARON BLUNDIN *releases to the Prior and Convent of CHRIST CHURCH, CANTERBURY, the Manor of LITTLE CHART, which PETER DE BENDING has sold to the said Prior and Convent, free of all claims they may have thereon for debts due to them from the said PETER.*

[Date apparently about even with the foregoing.]

This document is in Hebrew, which rendered into English is:—

“ We the undersigned make known with a perfect acknowledgment, that we deliver to the Prior of . . . and the Convent of . . . the site of the property of IRT the less and its appurtenances, that neither we nor our heirs are able to exact or disturb concerning the Prior and the Convent . . . concerning the property the Prior had from PIRASH DE BENDIGSH, in the matter of any debt which PIRASH DE BENDIGSH owed to us; and what we have declared, we have sealed.

“ AARON BLUND.”

Then,—

Starra AARON BLUNDIN de London, quam fecit nobis PRIORI et CONUENTUI ECCLESIE CHRISTI CANTUARIE de PARUA CHERTH.

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JOSEPH BAR-MOSES and MOSES BAR-JACOB *release PETER DE BENDING from all debts due to them.*

[Dated 21 Hen. III., 1237, probably about even date with the foregoing.]

Hebrew, which rendered into English, is:—

“ We the undersigned make known with perfect acknowledgment, that PIRASH DE BENDIGISH and his heirs are freed

from us and our heirs from the beginning of the world unto . . . Pirash, in the twenty-first year of the reign of ARONICUS son of King JOHN; and what we have made known, we have signed.

“JOSEPH BAR MOSES.

“MOSES BAR JACOB.”

Then,—

Quieta clamacio MOSSE filii JACOB et JOSCE filii MOSSE, pro  
PETRO DE BENDING.

BONAMICUS and CRESSELINUS release PETER DE BENDING from all debts to them, and quitclaim to the Prior and Convent of Christ Church, Canterbury, the Ville of LITTLE CHART, from all claims that they may have thereon for debts due to them from the said PETER.

[Dated 25th December, 22 Hen. III., 1237-8.]

The heading of this Starr is in Hebrew, to this effect :—

“We the undersigned make known with a perfect acknowledgment, that PIRASH DE BENDIGASH is freed by us from all debts, and from all exactions, from the beginning of the world.”

Then follows :—

Nos, qui sumus subsignati, recognoscimus uera recognicione, quod PETRUS DE BENDING est quietus de nobis de omni debito et de omni exaccione, a principio seculi usque ad Natale Domini anno regni Regis Henrici filii Johannis Regis uicesimo secundo, et quod recognouimus sigillauimus.

BONAMICUS.

CRESSELINUS.

Then in Hebrew, the English of which is :—

“We the undersigned deliver to the Prior JOHN OF THE HOLY TRINITY, and the Monks of the same place, the ville of IRT which they have received from PIRASH DE BIRIGTH, so that we are not able to disturb concerning that land the . . . on account of any debt which the same PIRASH DE BIRIGTH owed to us,—and what we have made known we have sealed,—from the beginning of the world to the end.

“BONAMICUS.

CRESSELINUS.”

<sup>1</sup> At this time, Christmas Day began the year.

Then,—

Nos qui sumus subsignati quietam clamauimus PRIORI ET ECCLESIE CHRISTI CANTUARIE, et monachis eiusdem loci, villam de LITHELECHERT. Ita quod nos non poterimus uendicare super dictam uillam aliquid, occasione alicuius debiti quod idem PETRUS aliquo tempore nobis debuit, a principio seculi usque ad finem, et quod recognouimus subsigillauimus.

BONAMICUS.

CRESSILINUS.

*In dorso*: Starra CRESSELINI et BONI AMICI Judeorum de PARUA CHERT.

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*Foot of Fine, in which BURGA, Widow of PETER DE BENDING, releases to the Prior and Convent of CHRIST CHURCH, CANTERBURY, all claim for Dower in the Manor of WESTWELL, for which they grant her two Corrodies for life, viz. the Corrody of a Monk, and another, the Corrody of a Servant.*

[Dated 8th July, 26 Hen. III., 1242.]

Hec est finalis Concordia facta, etc., apud Westmonasterium a die Sancti Johannis Baptiste in quindecim dies, anno regni Regis Henrici filii Regis Johannis uicesimo sexto.

Coram ROBERTO DE LEXINTON, etc.

Inter BURGAM, que fuit uxor PETRI DE BENNING, petentem, et Priorem SANCTE TRINITATIS KANTUARIE, tenentem, per RICARDUM HARDING, positum loco, etc.

De tercia parte Manerii de WESTWELL<sup>1</sup> cum pertinenciis, quam eadem BURGA clamabat esse rationabilem dotem suam, que eam contingebat de libero tenemento, quod fuit predicti PETRI quondam uiri sui, in eadem uilla.

Et unde placitum fuit, etc., quod predicta BURGA remisit et quietclamauit de se eidem PRIORI, et successoribus suis, et ecclesie sue predicte, totum ius et clamium quod habuit in predicta tercia parte cum pertinenciis, nomine dotis, in perpetuum.

Et pro hac, etc., idem PRIOR concessit, pro se et successoribus suis, quod ipsi inuenient eidem BURGE unum Cunredum<sup>2</sup>

<sup>1</sup> Thus proving that we are right in identifying the manor of "WELLES" with "WESTWELL."

<sup>2</sup> "Cunredum,"—a "Corrody" was an allowance of meat, drink, clothing, etc., made by a religious house to some party whom they thus made their "Corrody." The founder of an Abbey could assign a Corrody in

Monachi, et unum Cunredum Garcionis, tota uita ipsius BURGE apud CANTUARIAM, et post decessum ipsius BURGE, idem PRIOR et successores sui erunt quieti de predictis Cunredis, in perpetuum.

[Pedes Finium, Kent; t. H. III. no. 443.]

It should be specially noted in connection with this last Fine that the widow of Peter de Bending claims only one-third of the manor as her dower. She had previously sued the priory for one-half the manor as her free bench or dower in gavelkind, 25 H. III., but had lost her cause, as appears by the following entry on the Coram Rege de Banco Rolls, 25 H. III., no. 49, m. 10 :—

“Placita et assise capte apud Cantuariam in comitatu Kancie in octabis Sancte Trinitatis anno regni Regis Henrici filii Regis Johannis xxv° coram W. de Eboraco Preposito Beverlaci et sociis suis.

“*Calehull.* Burgia que fuit uxor Petri de Bendinges petit versus Priorem Sancte Trinitatis Cantuariensis medietatem Manerii de Westwell ut francum bancum suum, etc. Et unde predictus Petrus quondam vir suus eam dotavit, etc.

“Et Prior venit et dicit quod ipsa non potest petere medietatem predicti Manerii nomine franci banci quia dicit quod habet manerium illud de dono predecessorum Domini Regis qui manerium illud aliquando tenuerunt in manu sua et qui illud dederunt Deo et ecclesie Sancte Trinitatis adeo libere sicut illud tenuerunt in puram et perpetuam elemosinam ita quod nunquam manerium illud nunquam (*sic*) postea partitum fuit nec est partibile quia dicit quod Dominus Rex qui manerium illud dedit predecessoribus suis non tenuit illud nomine gavelakindeis.

“Et Burgia dicit quod predictum Manerium est Gavelikend et partibile est ita quod quidam Robertus de Valeines qui duxerat in uxorem Matillidem de Well cujus hereditas manerium illud fuit post mortem ipsius Matillidis habuit nomine franci banci medietatem illius manerii et Petrus vir ipsius Burgie habuit aliam medietatem

it to a relation; and the King had thus claims for corrodies out of numerous houses, which he assigned to his servants or nominees. In the present case the Corrody seems to have been the result of a compact between the Priory and the widow of Peter de Bending. (See *Termes de la Ley; Fitzherbert de Natura Brevium*, etc.)

ita quod Herveus Belet consanguineus ipsius Burgie postquam idem Petrus desponsaverat ipsam Burgiam redemit illam medietatem per denarios suos de predicto Roberto ad opus ipsorum Petri et Burgie. Et quod ita sit offert domino regi xx solidos per sic quod inquiratur et recipitur per plegium Thome de Valeines.

“Et Prior dicit quod predictum manerium non est Gavelikind nec partibile nec predictus Robertus unquam habuit ibidem medietatem predicti manerii ut de franco banco suo et quod ita sit bene ponit se super patriam. Et ideo fiat inde jurata.

“Jurati de consensu partium electi veniunt et dicunt super sacramentum suum quod predictum manerium fuit quondam manerium liberum predecessorum domini regis et quod datum fuit Deo et ecclesie Sancte Trinitatis in liberam et puram et perpetuam elemosinam ita quod manerium illud nunquam fuit Gavelikind nec partitum fuit nec etiam est partibile nec predictus Robertus unquam habuit medietatem predicti manerii nomine franci banci sed dicunt quod post mortem predictae Matillidis tenuit idem Robertus totum manerium cum custodia predicti Petri ita quod predictus Herveus dedit ei quandam summam pecunie pro custodia illa. Et ideo consideratum est quod Prior inde sine die, et Burgia in misericordia perdonatur.”

The dispute was finally settled by a compromise, as in the preceding Fine, in which, by claiming one-third only as her dower, she acknowledges the manor to be out of gavelkind, and accepts he corrody in compensation for the release of her claim.

The unfortunate widow seems to have been more successful in her claim for dower on the manor of Everlond in Ash, for on the Fine Rolls, 25 Hen. III. m. 18, we have the following entry:—

“Mandatum est BERTRAMO DE CRYOL quod de tercia parte feodi unius militis cum pertinenciis in EVERLOND et de medietate L et ij acrarum terre cum pertinenciis in eadem villa, BURGIE qui fuit uxor PETRI DE BENDENG, nomine dotis, sine dilacione plenam seisinam habere faciat, retenta in manu Regis warantizacione illius dotis tercia parte librarum annuarum quas heres predicti Petri debet percipere de terra predicta.

“Teste ut supra” (*i. e.* “Rege apud Westmonasterium xv die Novembris”).

In explanation of the above extract it should be noted that the King, by his Charter, had recently granted this manor of

Everlond to Bertram de Cryol, as appears by the following entry on the Charter Roll (Rot. Cart. 25 Hen. III. 26) :—

“Pro Bertramo de Cryoyl. Rex archiepiscopis, etc., salutem. Sciatis nos dedisse concessisse et hac presenti carta nostra confirmasse pro nobis et heredibus nostris Bertramo de Cryoil totam terram cum pertinentiis que fuit Magistri Symonis de Steiland in Everlond in comitatu Kancie et quam cepimus in manum nostram pro multis et gravibus transgressionibus ipsius Magistri Simonis et pro variis debitis quibus nobis tenebatur. Habendam et tenendam eidem Bertramo et heredibus suis adeo plene integre pacifice sicut eam teneremus in manu nostra, faciendo dominis feodi servicium inde debitum. Ita quidem quod nec nos nec heredes nostri aliquo tempore exigemus vel exigere poterimus a predicto Bertramo vel heredibus suis aliquam partem debiti quod idem Magister Symon nobis debuit vel quod faciant nobis aliqua emenda de transgressionibus predictis occasione predictæ concessionis nostre eis facte de terra predicta. Quare volumus etc. Testibus venerabilibus patribus W. Eboracensi archiepiscopo P. Herefordensi episcopo Ricardo abbate Eveshamie H. de Vivonia Roberto de Mucegros Galfrido Dispensatore Bartholomeo Peche Willelmo de Boellis et aliis. Datum per manum nostram apud Radingum xvj die Junii.”

The important point to mark in the above extract is that the manor of Everlond was held by knight's service and therefore not in gavelkind, and that Burgia's claim for dower, as widow of Peter de Bending, the former owner, was, in consequence, for one-third only ; but the fifty-two acres mentioned seem to have been in gavelkind, as her claim on these was for one-half.

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#### CHARTER OF THE MAYOR OF FAVERSHAM.

(Dated August 1, 1582.)

Being a Charter of Protection to a Baron of the Cinque Ports by the Mayor of his Town or 'Limb,' and forming his credentials for asserting his privileges when absent from home.

Omnibus Christi fidelibus ad quos presentes litere pervenerint EDWARDUS HARRYS, major ville et libertatis de FAVERSHAM,

et jurati ejusdem ville, barones quinque portuum, salutem in Domino sempiternam. Dilectionem vestram rogamus et discretionem quatenus ROBERTUM ALLYN, latorem presentium combaronem nostrum ville predictæ, de quo testimonium laudabile perhibemus et fidele, cum ad partes vestras cum bonis et merchandizis suis empturus vel venditurus advenerit, per vos transierit, moram fecerit, seu applicuerit, ipsum, tanquam combaronem nostrum, liberum ab omnibus consuetudinibus vos admittere velitis, nullo modo bona aut merchandiza sua fatigatis nec fatigare permittatis, contra libertatem et quietanciam nobis et successoribus nostris a diversis dominis regibus nunc per literas suas patentes concessas; et quod habeat inter vos, sicut omnes combarones nostri quinque portuum habent, et habere consueverunt a tempore ex quo non extat memoria, omnes libertates et quietantias suas, cum socco et saccâ, theall et theam; et quod sit coperefree, louecopefree, theamfree, wyttfree, et lastagefree; et quod habeat denn et strande apud GERNEBUSAM, et omnes inventiones suas in mari et in terra, et quod sit quietus ab omni theollonio, et omni consuetudine, videlicet ab lastagio, tallagio, passagio, cayagio, pontagio, muragio, spissagio, chiminagio, hornegildo, et de omni wrecco, et tota venditione sua achato et reachato suo, et quod nullus super hujusmodi achatis et reachatis suis capiat partem cum eo sine ejus assensu et voluntate; considerantes insuper quod per chartas diversorum nostrorum regum, videlicet Edwardi et Willielimi primi et secundi, et etiam ceterorum progenitorum regum Anglie, super concessione et confirmatione omnium et singularum libertatum et quietantiarum predictarum, concessum sit et prohibitum ne quis nos, nec ipsum, nec ceteros combarones nostros quinque portuum, injuste disturbet super premissis acquietantiis et libertatibus, neque mercatum suum, super forisfacturam domine nostre regine decem libras. Et tantum super hiis eidem ROBERTO ALLYN, si placeat, faciatis, ut vobis et vestris ad majores teneamur gratiarum actiones, et vestris casu consimili seu majori nos adjuutores et magis favorabiliter invenietis promptiores. In quorum omnium testimonium et fidem, has literas nostras eidem ROBERTO ALLYN fieri fecimus patentes, sigillo officii majoratus nostri de FAVERSHAM predictâ signatas.

Datum apud FAVERSHAM predictam, primo die Augusti, anno regni domine nostre Elizabethæ, dei gratiâ Anglie, Francie, et Hibernie regine, fidei defensoris, etc., vicesimo quarto.



It would exceed our space in this division of the volume to enter upon explanations, necessarily very long, of all the privileges here enumerated as belonging to the Barons of the Cinque Ports. The nature of many of them is by no means clear and has been much disputed, and it is evident that no few must have been obsolete before the date of this Charter. Many such words were, it is well known, copied into deeds by habit and tradition, and in total ignorance of their meaning; even as, down to our own day, lawyers have used their "general words" in conveyances.

The "Denn et Strande apud Gernmeusam" was, however, a privilege peculiar to the Barons, and an explanation of it may not be out of place here.

It appears that the Cinque Ports possessed some not very well-defined jurisdiction over the herring-trade at Great Yarmouth in Norfolk, connected with which was this privilege, or rather these two privileges, of the Barons. They consisted in the licence to land with their cargoes on the "Strand," and to dry their nets on the "Den," within the liberty of that town,

free of toll. These two easements were expressly confirmed to the Cinque Ports by an Edict or Ordinance of Edward I., in the fifth year of his reign, commonly called "The Dite;" in which occurs the following clause (see Jeake's 'Charters of the Cinque Ports') :—

"Del article de Strande et Den, lez queux lez Barons dez Portz demaudent a Yernemuth, nous diouns et voillouns qu'ils ayount lour eysementz en Strande et Den saunz appropriement del soil, et nomement en temps de la faire, saunz null custume don. Et auxi voillouns, que ceux de la vile de Yernemuth voydent Den et Strande de voilles nyefs et de merym, la ou ils deynout aryver et lour rees seccher, si ceo nest dez nyefs que sount en fesauntz, et mastes, sur que on lein poet seccher."

That is :—

"Of the article of Strande and Den which the Barons of the Ports claim at Yarmouth, we say and will that they do have their easements in Strand and Den without appropriating the soil, to wit in time of the fair, without any custom given. And we also will that they of the town of Yarmouth do clear Den and Strand of old vessels and of timber, where they ought to land and dry their nets, unless it be of vessels which are a-build-ing, and masts, on which they can dry them."

The fruitful sources of dispute between the Barons and the men of Yarmouth, contained in these jurisdictions and privileges, may be imagined: they may be traced in Jeake's Charters above cited, pp. 13–20. The quarrel seems constantly to have come to blows, and Holinshed records one such occasion which was not a little disastrous to an English fleet. This was in the Expedition of Edward I. to Flanders in 1297 :—

"At length, about the 21 daie of August, the king tooke the sea and landed in Flanders, neere to Sluice, about the 27 day of the same month. He was no sooner on land, but that through old enuie and malice depending betweene the mariners of the cinque ports and them of Yermouth and other quarters, a quarrell was picked, so that they fell together and fought on the water in such earnest sort, notwithstanding the kinge's commandment sent to the contrarie, that there were twenty-five ships burnt and destroyed of theirs of Yermouth and other their partakers: also three of their greatest ships, part of the king's treasure being in one of them, were tolled forth into the high sea, and quite conueied awaie." (Chron. ad an. 25 Ed. I.)

It seems most probable, from the antiquated spelling of Yarmouth,—“Gernmeus,”—employed in this Charter, that, in this case at least, Faversham in the reign of Elizabeth no longer remembered the import of her privilege.

We are indebted for the Charter and the engraving of its fine municipal seal to the kindness of the Rev. G. H. Dashwood, F.S.A. A seal, which is apparently an impression from a modern imitation of the same matrix, has been engraved, Hasted ii. 710; and Jacob’s Hist. of Faversham, p. 17.

T. G. F.

EXTRACT FROM THE CHURCHWARDENS’ ACCOUNTS,  
PARISH OF DARENTH NEAR DARTFORD.

[Communicated by the Rev. R. P. Coates, Vicar.]

1763

July 21	The Debrustments <sup>1</sup> of Edward vickers in 1763.	£	s	d
	paed the cort Fees at suenoucke <sup>2</sup> . . .	0	4	8
	paed the parrets beell <sup>3</sup> . . . . .	0	11	4
	Eacspnces for Going to the visetsion . . .	0	12	3
	paed the old church warden . . . . .	4	14	5
	paed for this nue boock . . . . .	0	10	6
July 28	paed James fox for a bager hed . . . . .	0	1	0
Augst 21	paed Segest for a haig hoge . . . . .	0	0	4
Sept 30	paed for singe <sup>4</sup> the boocke at fanegem <sup>5</sup> . . .	0	2	6
d <sup>to</sup>	paed the corte fees . . . . .	0	4	8
d <sup>to</sup>	Eacspnces the same time . . . . .	0	4	0
	for bred and wind at mickmeles . . . . .	0	3	10½
	peade John Johnson at mickmeles his wages . . . . .	1	0	0
	paed willuam Dingle at mickmeles his wages . . . . .	1	0	0
	paed the widow white to <sup>6</sup> ringing dayes	0	6	0
	paed Thomas marten for a hag hoges . . .	0	0	4
	paed Richard marten for three hage hoges . . . . .	0	1	0
	paed for Brede and winde at mickmeles	0	3	10½

<sup>1</sup> Disbursements.    <sup>2</sup> Sevenoaks.    <sup>3</sup> Apparitor’s bill.    <sup>4</sup> Signing.  
<sup>5</sup> Farningham, with the *g* hard. This is still the common pronounciation.  
<sup>6</sup> Two.

paed for Brede and winde at Ester . . .	0	3	10½
paed for menden the church yard pales and Goshn block <sup>1</sup> . . . . .	0	6	0
paed John mellen for to <sup>6</sup> ringein days . . .	0	6	0
paed for riteng the sees <sup>2</sup> . . . . .	0	2	0
paed John potter for Mr. Loft for the nue beles ropes . . . . .	0	11	0
paed Thomas sharp for menden the church . . . . .	0	6	6
paed willuam Dingley half a yeres wages at Ester . . . . .	1	0	0
paed for washing the surplis 5 times . . .	0	10	0
paed for washing the tabel Lenin . . . . .	0	1	0
paed for a mope . . . . .	0	1	0
paed John Jonson half a yares wages at Ester . . . . .	1	0	0
paed George Relph to <sup>6</sup> ringen dayes . . .	0	6	0
paed Richard marten for a fox heed . . .	0	1	0
paed for a hag hoge . . . . .	0	0	4
paed for a hag hoge . . . . .	0	0	4
paed for a fox hed . . . . .	0	1	0
paed for Bred and whind at westide <sup>3</sup> . . .	0	3	10½
paed for 3 hag hoges . . . . .	0	1	0
		15	1 8
bad money	0	7	0
		15	8 8
		L	S D
Desbursted . . . . .	15	8	8
the Sess . . . . .	13	10	6
Balance Due to Edw <sup>d</sup> Vickers . . . . .	1	18	2

JAMES WHITE *Curate.*

EDWARD VICKERS *Churchwarden.*

FINCH TAYLOR } *Oversseers.*  
GEORGE RELPH }

THO<sup>s</sup> SMALL.

<sup>1</sup> Jossing or jostling block, *i. e.* horse-block. See Forby's Vocab. of E. Anglia, vol. ii. p. 176.

<sup>2</sup> Assessment.

<sup>3</sup> Whitsuntide.

## NOTES OF KENTISH VINEYARDS.

The soil of our county, now so fertile in a somewhat similar culture, seems to have been early found suited to the growth of the vine. Any student of Kent history will recall constant notices of vineyards on which he has lighted in his reading, and it may be of interest to subjoin a few such notices.

We meet with them in Domesday, shewing that the Saxons were not ignorant of the capability of the soil. Two are there mentioned: one at "Cérth," or Chart-Sutton, "ibi iij arpend. vinee;" another at Leeds, "ibi ij arpend. vinee."

The "Arpendium" was a French measure of land, which seems to have been in France principally, and with us exclusively, applied to vineyards. It is found variously written,—*"arpendium, arpentum, arapennis, arepennis, aripennis, aripennus, and agripennus,"*—and varies no less frequently in size, according to district. Perhaps we may surmise the arpend of Domesday to have been about half an acre. The use of this measure may possibly have been then first adopted in England by William's Norman surveyors; but it is more probable that, if not the vine itself, at least all the latest improvements in its culture had been imported from France, and with these may well have been introduced, before the Conquest, the French measure of vine-lands.

In a Register Book of the Temporalities of the Bishop of Rochester (the entries of which are in various hands, *t. Ed. I. to t. Ed. III.*), among the services due from the tenants of the Bishop in Snodland, the following are noted, apparently *t. Ed. III.*:—

*"De istis septem jugis et x acris debent de quolibet jugo colligere j bussellum et j þ de Blakeberye ad festum sancti Michaelis, et ferre eas ad Curiam domini Episcopi, et pro quolibet bussello de Blakeberye debent habere unum bussellum frumenti. et ad hoc debent citari.*

*"Item de quolibet domo debet dominus Episcopus habere unum hominem in vinea sua pro vinis colligendis, et debet unusquisque pasci ter in die; videlicet, gentando, panem frumenti et caseum; et ad horam nonam, panem frumenti et potagium, et j meš coquine et caseum; et ad cenam panem frumenti et caseum."*

And among those of Halling:—

“Item debent de quolibet jugo colligere unum bussellum de blakeberyen, et deferre ad Curiam domini Episcopi. Et habebunt pro quolibet bussello de blakeberyen unum bussellum mundi frumenti.”

“Item invenire debent de qualibet domo unum hominem ad vinum domini Episcopi colligendum, si necesse fuerit. Et dominus Episcopus cibabit eosdem collectores ter in die, ut dictum est supra.

“Item Magister hospitalis de Strodes debet facere totum murum inter vineam domini et Cimiterium.”

It would seem that, in making wine, blackberries were mixed with the grapes,—probably to enrich the colour and to sweeten the taste.

Of this latter vineyard Lambard tells us, that in the year 1325, Hamo de Heth, Bishop of Rochester and Confessor to Edward II., sent a present of wine and grapes from it to the King. He adds that it was a plain meadow in his own time. The entry above shows that it must have adjoined the churchyard of Halling.

An earlier vineyard, situated outside the walls of Canterbury, near where the barracks now stand, and belonging perhaps to the Monks of Christ Church, is given in the well-known map of that monastery, between 1230 and 1274, from the MS. “Tripartitum Psalterium Eadwyni” in the library of Trinity College, Cambridge. (More than one engraving of this curious plan has been published,—one by Hasted, vol. iv. p. 529.) And a little later, their great Prior, Henry de Estria, during his long priorate from 1285 to 1331, planted vineyards for the monks on their manors of Copton, Barton, St. Martin’s, Chart-ham, Brookland, and Hollingbourne. (*Id.* p. 551, from Lib. Eccles. Cant.)

The neighbouring Abbey of St. Augustine had also its vineyards. Thorn, its chronicler, tells us of one planted by its Abbot, Ralph de Bourne, a contemporary and perhaps imitator of De Estria. This abbot was remarkable for his appreciation of good living, and for his “celebre convivium” at his installation, the bill of fare at which Thorn gives us in *extenso* (Twysd. Dec. Script. 2010); and we may surmise that he had possibly other designs in turning the Northolme, outside Canterbury, into a vineyard than the following pious considerations mentioned by his chronicler:—

“Istis temporibus (1320) abbas Radulfus vineas juxta NORDHOME fecit plantari. Erat enim perante idem locus spelunca latronum, habitaculum immundiciæ . . . ad quam erat quædam via communis per LE KENILE, cujus subterfugio . . . cætera talia facilius agebantur. Et hæc omnia dictus abbas pie considerans, et qua via ista scandalosa in melius posset commutare excogitans, dictam communem viam regia auctoritate et licentia præcludit, latibula umbrosa et convalles explanavit, spinas et tribulos extirpavit, arbusta truncavit, muro ex omni parte circumcinxit, et inibi vineam electam, ut impræsentiarum cernitur, ad commodum et magnum honorem honorifice plantavit.” (Thorn, *ut supra*, 2036.)

Hasted mentions vineyards of much later date at Quekes Court in Thanet, at Tunbridge Castle, and at Hall-place in Barming. There was also one planted by the Tokes at Godinton, whence tradition declares good wine to have been produced.

When we regard, however, the shortcomings of our climate, as well as the admixture of blackberries which seems to have been thought necessary, we may well congratulate ourselves that the acres of Kent are now applied to the production of a liquor more in harmony with our national character, and certainly better and wholesomer, both in immediate and permanent effect, than can possibly have been gained from all the arpendes ever devoted to vine-culture.

T. G. F.

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It is gratifying to be able to announce to our Society the recent discovery of another Saxon cemetery, hitherto unsuspected, in East Kent, in the centre of the district already known as so fertile in records of our Jutish ancestors. At the latter end of March last, as ground was being prepared for planting in the part of Bifrons Park known as Patribourne Hill, and lying to the east of the road from Bridge to Patribourne, the workmen lighted upon some eighteen or twenty graves, within a space of about thirty feet square. Several characteristic relics were taken from these, as follows:—

Two fine swords, measuring, with the handles, 3 ft. and 2 ft.

8 in. respectively. The wood of their scabbards still adheres to both.

A long spear-head, and another shorter; measuring, with their sockets, 1 ft. 8 in. and 11½ in. respectively.

An umbo, with two of the iron braces which radiated from it to the edge of the circular shield.

A large iron buckle, with the plate to which the strap was attached; found among the ribs of a skeleton.

A smaller buckle of bronze, of common type; and a few beads of clay and porcelain.

Three little knives, one of dagger-shape; a large iron ringle, and a few other iron fragments.

The foregoing relics were from promiscuous graves. From the richest, evidently a lady's grave, were taken,—

A fine necklace of beads, principally of amber and glass. Of the latter are several of the double and treble bead shape, and a few bugles, one of which is of an ultramarine-blue colour. Also one remarkable bead of crystal, cut into five little bosses or knobs.

Two small fibulæ, exactly alike, of bronze gilt, and of the common circular type, each with a centre of ivory and three garnets surrounding it.

A large iron key: and a ring of iron linked into another of bronze, each about an inch in diameter. Three little bronze tags, with fronts of an usual triangular shape.

A spiral ring, composed of a thin band of silver; found still encircling the finger-bone, which is preserved with it. It is imperfect, and may have consisted of many more spiral circles than those engraved below. (Fig. 1.)

A bronze buckle, with ornamented bronze strap-plate, the upper part of which is overlaid with a thin plate of silver. (Fig. 2.)

A small bronze stud or rivet, with flat circular head, incised in a rude pattern. (Fig. 3.)

The three last-mentioned specimens are engraved below.

The graves—with, it is supposed, one exception—lay east and west: all were on the brow of the hill, slightly down the western slope.

The high ground, of which this hill forms the western edge,

has always been remarkable for its ancient remains, especially of the Saxon period. The great Roman road to Dover runs over it, within two hundred yards of these Patribourne graves; and but a little further lay the Bourne cemetery, partially explored by Bryan Faussett, and completed, a century later, by the late Lord Londesborough. On the same spur of hill are Barham and Adisham Downs, and at no great distance eastward lie Barfriston and Sibertswold—all spots which yielded rich materials to the earlier of those two explorers. Within the last few weeks, on another part of this western brow, almost directly above Patribourne Church, have been found other graves, with iron fragments accompanying the skeletons. I can gather nothing further from the workmen to indicate the probable date of these.

The Marquess Conyngham, with a kindness not now for the first time shewn to the Society, has most liberally permitted us to excavate the spot near the Saxon graves, when the season shall be convenient. It is hoped, therefore, that before long the Council may find itself able to make further search in this very interesting direction.

T. G. F.

May 15, 1866.

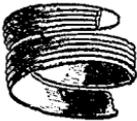


Fig. 1.

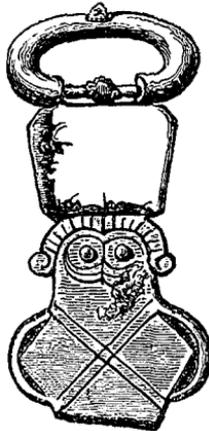


Fig. 2.



Fig. 3.