

SOME NOTES ON PETITIONS CONCERNING
CANTERBURY MONASTIC HOUSES IN THE COURT
OF CHANCERY.

BY DOROTHY GARDINER.

THE series of fifteenth and sixteenth century petitions in Chancery preserved in the Public Record Office include a considerable number presented by or against members of monastic houses in Canterbury. While such presentments are, in the nature of things, one-sided, for the defendants' view of the case can only in a few instances be consulted, the fact that they belong to a specially interesting period of monastic history, the hundred years or less preceding the Dissolution, makes them worthy of our attention. No document is negligible which can throw a spark of light upon those confused and troublous times ; which illumines, even momentarily, the figures of monk or citizen as they dwelt, for the last few years of an age-long relationship, still side-by-side, which gives a clue to the strange indifference of Canterbury folk, or the greed with which they possessed themselves of church property and reduced great and splendid buildings to ruinous heaps.

For our present purpose four of these petitions have been selected which illustrate special features and can in their turn be enriched by information from other sources.

I.

The earliest in date (1439) belongs to the scanty history of St. Sepulchre's Nunnery, founded by Archbishop Anselm for a Lady Prioress and five black-veiled nuns. This house was always poorly endowed and the punctual payment of rents was of importance. Law proceedings in connection with the conventual house-property were taken twice at least during the period when Prioress Leticie ruled " the

menches" of "the right poure and symple house of Seynt Sepulchre." In one instance (E.C.P. 16.625) where only a fragment remains, the petition concerns an encroachment by Nicholas Chilton (a Vicar of Holy Cross of Westgate unrecorded in the Church, for whom his patron, the Prior of Ledes, had built a new Vicarage), upon the convent's adjoining property, a small site left them "yn olde tyme," namely in the reign of "Kyng Herrey the thirde" by John Pykenot.

Chilton in 1444 exchanged his Vicarage with Patrick Gerot, one of the two chaplains of the Black Prince's Chantry.

The Priorate of Letice Hamon began in 1427.

The petition reproduced here (E.C.P. 9.105), which is almost complete, relates to a distraint for rent made by the Prioress upon Johane, wife of John Aldeburgh of Canterbury, at the instigation, as is alleged, of William Rose who is, in fact, responsible for part of the debt. Rose, at one time a burgess of the City, figures in several Chancery petitions, where he is freely accused of being the author of unscrupulous plots and libellous charges. His defence we know not, but must suspect him of having been a somewhat out-at-elbows and litigious person, an unwise counsellor for the simple menches of St. Sepulchre. By the terms of his will, after providing for prayer at the various lights in Holy Cross Church, and for legacies to Harbledown and St. John's Hospitals, the Dominicans, and one William Gybbes, Canon of St. Gregory, he left to his sons as their whole patrimony a collection of drinking vessels in silver, some horn beakers, "bykerys corn" called "Wakkys and hydys," and a great skin (*unam pelvam magnam*), covered with "ringelys" or spots. He had, however, some property in Holy Cross Parish and at Wye, and bequeathed the former to his second wife, Eliza, on condition that she paid a rent of 6s. 8d. a year for four years, and subsequently, for the rest of her life, of 13s. 4d. a year, to William Rose the younger. If, however, the rent fell behind for so much as 15 days, Son William must distrain and recoup himself arrears and

all damages and expenses. So, the ruling passion strong in death, William Rose sowed the seeds of fresh litigation in the succeeding generation.

PETITION I.

(EARLY CHANCERY PROCEEDINGS. Bundle ix. 105.)

To my right gracious lorde, the Chauncellor of Englande [probably Archbishop Henry Chicheley].

Mekely besecheth to youre gracious lordeschip John Aldeburgh that how Letice, Prioressse of y^e Minstre of Seynt Sepulcre in ye Subbarbe of Cantirbury, apon hir done grete wronge, hath take an accion of restons in Cantirbury bifore the Baillifs of y^e seide Citee ayenst Johane, the wyfe of the seid bisecher. In hire plee pledyng that [whereas] the seide prioressse by hire covenaut wolde hafe taken a stresse for certain rent beyng behynde, comyng oute of a mees [i.e. messuage] with a shoppe of the seid Johanes in the seide citee, the seide Johane made a restons of the same apon the seid covenaut. And now it is soe, graceous lorde, how that the seide prioressse and hire Sustren afterward confessed, bifore Nicholas ffelde and John Tournour triwe men and honest citezines of the seid citee, how that all hor clayme and wronge pursuyte come by the labour and the stiryng of oon William Rose, citezin of the seide citee, the whiche William counseld hom to stresse apon y^e seid bisecher for y^e seid rent and he shulde make gode for all hor costes, what that ever thas come to, y^e which William ought oryght to be charged with y^e seid rent, as it may be proved by open evidence of recorde. And that notwithstanding, y^e seide Prioressse wrongefully vexith y^e seid John and hise seide Wyfe in y^e seide citee, froo court to court, ayenst faith and gode conscience. Whereapon like it to youre graceous lordeschip in supportacion of rightwysnesse to grant a writ under a certayne payne direct unto the seide prioressse to appere afore youre gracious presence in y^e Chauncerie, at a certain day by yow alymed, there to be examynd apon y^e mater aforeseide and over that to hafe and to receive that by youre graceous lordeschip shall be ordeynt and awarded in this caas ffor y^e love of god & in werke of charitee. Memorandum quod sexto decimo die Maii Anno regni Regis Henrici Sexti post conquestum decimo septimo Johannes Pykeryng et Johannes Goddesonn coram prefato domino Rege in Cancellaria sua &c

Johannes Aldeburgh prefate priorisse pro omnibus dampnis et expensis que ea occasione sustenebit satisfaciet iuxta formam statuti inde editi et permisi. . . .

II.

Economic competition between the citizens of Canterbury and the monastic houses, with their privileged mills and markets, was for centuries the source of bitter rivalry, which found its way into the courts.

The Prior of Christchurch himself presented a petition in Chancery relating to an assault upon the Convent's Fulling Mill at Chartham, about which a good deal of information exists. This mill was built, or more probably rebuilt, about 1438, during the Priorate of William Molash, who entered into an agreement with two Pluckley millwrights, Richard and John Bochour, for the work of construction.¹ They covenanted to build it "well and sufficiently and profitably, in alle maner werks of carpentrie, bothe of the bayes, the whelis, the fullyng stokkes, the taylor of the myddel Watir Wey through the melle, and al maner tymber werke and goyng werke belonging thereto." A house already standing on the site required no reparation. The dimensions of the mill are carefully specified and show the substantial character of the woodwork and planks which were to be of beech, both under and above ground. Each "fullyng-stokke," the wooden mallet which beat the cloth, was to be measured for "iii doseyn cloth." The Prior provided timber for the contractor's saws, made up the earth-works, dams and bays, and found "almaner ironware that shall be nedefull . . . except her axes, her sawes, and alle other tooles bilonging to carpenter's craft. . . ." The job was calculated to last ten months, and Richard and John were to be remunerated with "xxij marcs of lawful money of Inglond" to be paid in instalments, viij marcs when the work began, viij marcs "when it is halfe yframed," vi marcs more when "the mille is redy for to fulle clooth as hit oweth for to do."

¹ D. and C. Library. C. 688. XVI. Hen. VI.

The first tenants of this well-equipped mill were two Holy Cross men, father and son, both named William Pakker and fullers by trade, with whom were associated two other fullers, Thomas Luns and John Surrays, and a tailor called William Ury. This was in the time of Prior John of Salisbury. Towards the close of their five years' lease, perhaps when the younger Pakker tenanted the mill with William att Wode, William Meller and Robert Lacy, the incidents described in the petition took place. They were very industrious craftsmen, and the banging of their wooden hammers could be heard night after night until the clock struck twelve. On a dark November evening a tumult broke in upon their peaceful labours which all but brought them to an end for ever. We can but surmise what the offence was for which these unoffending workmen were so severely handled. Were they contravening the rules of the craft by working half the night, or did they suffer vicariously as servants of the Priory, at a time when the fulling trade in the city was at a very low ebb? Certainly the mere fact of being in monastic employment was sometimes in itself a crime. During Archbishop Morton's Chancellorship, Thomas Baker and other persons in the Prior of Christchurch's service were attacked in the Archbishop's franchise by a riotous armed mob, carried outside the liberty and imprisoned in the Westgate dungeons. Their assailants, it was alleged, received "grete ayde, comfort and assistence of the grete officers and ministers of the cite, which bere grete grudge toward the Priour and his servaunts" (E.C.P. 187.75).

PETITION II.

(E.C.P. 126.30.)

[Addressed to the Archbishop of Canterbury, Chancellor of England; probably Archbishop John Stafford.]

. . . Besekith mekely your oratoure the Priour of Christchurche of Caunterbury that where the seid Pryour and his predecessours have be cesid of a fullyngmylle in Chartham in the county of Kent of tyme that no mynde is, as in the righte of the

cherch afore seid. The which mylle the seid Pryour lesed to William Pakkere, terme of V yere, the which terme dureth gyt, the which William Pakkere with William att Wode, fuller, William Meller, and Robart Lacy were in the seid mylle the xviiij day of November last past and the nyght next folwyng unto xii atte belle doyng here craft of fullynge of cloth as trades men shuld do, and where that they were that tyme in goddys pease and the kyngs, and so useth to have be, on John hewet of Chartham aforeseid, with multitude of peapills unknowen, in the maner of werre arrayed, with bowes, arwes, gesarmes, swerdes and stafes, that said nyght atte xii atte belle, with force and armes and ageyn the kyngis peas, the dore of the said mille brake up, and unto the seid William Pakker, William atte Wood, William Meller and Robert Lacy asawt made, and hem bete and droyndyd, so that they were in despeyre of there lyves, so that they did not unto this tyme occupie the mille aforesaid, be the whiche the seide pryor hath loste the profyte of the said mille fro the day abovesaid unto this tyme and is lyke to lose in long tyme to come. Please it to your gracious faderhede to consider the great ryet aforeseid and to graunte &c.

[Asks for a writ of certiorari against John Hewet.]

III.

Our third petition (1467 to 1472) relates to the Manor of St. Augustine's Abbey in Swalecliffe and is presented by the Abbot's bailiff, John Lyncoll; stolen goods and money to the amount of £3 are seized by John on the estate and claimed as the Abbot's property. The rightful owner, the master of a thieving servant-maid, Elene, brings an action against the bailiff, asserting that he illegally took possession of the goods not on the Abbot's manor but in Canterbury. The curious feature of the case is the unquestioning acceptance of the ancient right of the Lord of the Manor to "waifs" of any description found in his territory. It is useless to proceed directly against Lyncoll as a receiver of stolen goods, because, so long as it happens at Swalecliffe, he is within his rights in possessing his lord of Elene's booty. Lyncoll, on his part, affirms that a "foreign" action could not be tried in a Canterbury court. The Lyncoll, or Lincoln,

family were yeomen, living in the neighbourhood of Herne, Reculver and Swalecliffe. The will of William Lyncoll (1479), who was buried in Reculver churchyard and left 6s. 8d. to the repair of Swalecliffe Church, mentions a kinsman, John Lyncoll, from whom he had inherited property, perhaps to be identified with our bailiff.

It is evident from this and other examples that the monastic houses took into their service local farmers to act as land-agents in the management of their numerous manors. An entry in Register R. 19 in the Cathedral Library describes exactly the duties of a bailiff or beadle in the fifteenth century. During the Priorate of William Sellynge, in 1494, one John Taylour, a yeoman of Challock, was put in charge of the Christchurch manor of Westwell. He was to be "Collectour and Gaderer of all the Rents, custumes and services" of the Convent (including, of course, such "waifs" as Lyncoll laid hands on at Swalecliffe), and of all the perquisites of the Manorial Courts and Lawdays. His appointment was to run from Michaelmas next following for twenty-one years fulfilled. Rents were to be paid over and accounts rendered annually, between St. Andrew's Day and Christmas, before the Prior's officers, an audit still held by the Dean and Chapter about St. Katharine's Day. Ledgers or "gaderers" had to be carefully kept, and a "newe Rentall in parchemyn," containing a complete list of tenants, extents, boundaries, rent, charges and the like, started afresh every five years. The salary of the bailiff was 60s., with a bonus of 30-40 shillings every time a completed rental was handed over, but these payments were subject to deduction, and the collector to loss of office, if arrears mounted up unduly.

PETITION III.

(E.C.P. 46.391.)

To the full reverent fader in god, the Bysshop of Bathe and Chaunceler of Inglond.

Mekely besecheth your poure Oratour John Lyncoll that where one Elene, late servant of John Shepper at Whitstaple in the counte of Kent toke away divers godes and money which

where of the said John Shepper and theym brought within the precincte of the maner of the Abbot of Seynt Austyns of Canterbury of Swaleclyf in the said countee and the said John Lyncoll as bailly and servant of the said Abbot and by hys comaundement seased to the use of the same Abbot all the same godes and money as godes wayfed that belonged to the said Abbot in the right of the said monasterye for as moche as he, in the right of the said monasterie, hath, and his predecessours out of tyme that noo mynde ys have had, all maner godes and catalys wayfed founden within the said maner, the said John Shepper ymagyning to vex & trouble the said John Lyncoll hath conceyved an accion of trespas ayens the said John Lyncoll in the court of the citee of Caunterburye, before the Mayre theer, of the takyng away of the said godes and cattalles and of iii^{li} of money of the said John Shepper, supposyng the said goodes and money to have be taken away at Caunterbury, where in trouthe the said John Lyncoll toke not the said goodes thear but onely withyn the said maner of Swalclyf; upon whiche pleynt your seid besecher is arested and gretely vexed and troubled in the seid citee, ageyns consciens and reson, where the said goodes were not taken by your said besecher, and where in trouth, if the said accion were taken, and the said trespas supposed to be don there where the said besecher toke the seid goodes, in dede he myght make a lawfull iustificacion by matter triable there by the common lawe of this realme; and if he make such a iustificacioun in the said citee, it may not be tried there, and so the same besecher is like to be condempned in the said citee by colour of the said foreyn accion, ageyns reson & conscience; but if he be secured by your gracious lordship. Wherefor please it your gode lordship the premisses tenderly to consider & to grant a writ of certiorari direct to the Mair of the City of Caunterbury to certyfie before the kyng in his chauncery the cause of takyng and whitholdyng in prison of the said John Lyncoll, atte a certeyn day by your Lordship to be lymyted, and there to examine the mater abovesaid and set suche rule theryn as trouth and conscience shall require, for the love of god and in way of charitee.

IV.

The fourth petition selected is one of the most interesting and suggests that, as the Dissolution drew near, even the monastery of Christchurch was finding it hard to meet

ordinary obligations. The complainants are two priests, by name Thomas Payne and Hugh Barker, serving the Black Prince's Chantries in the Crypt (at the time of Sir Thomas More's Chancellorship in 1530) whose prescribed salaries have been reduced by the Lord Prior. They give the story of the foundation which, as we are later to learn, they have studied in copies of the papal bulls and of the Black Prince's original Ordinance, copies once in their own possession, but now retained by the Prior. Their account varies at one point only from the terms of the Ordinance as it is recited in the Confirmation by Archbishop Simon Islip of the Convent's Assent, dated August 4th, 1363, a document which, with its black seal, is preserved in the Cathedral Library, and is printed in Stanley's Memorials. The petitioners seem to say that the Chantries were founded as a penance for a marriage already solemnised between Edward and his beautiful kinswoman; actually, it seems, the foundation was the price of a papal indulgence to marry.

In other respects the two accounts tally; the salary specified was twenty marks for each priest, to be paid at Michaelmas and Easter by equal portions, together with bread, wine and wax for the divine offices. They were under an obligation to live together (instead of boarding more cheaply) in their own house near the Almonry Gate, to eat together in their common hall, and after dinner retire to rest each in his own chamber. The Ordinance adds that their vestments were to be cleaned, replaced or repaired at the expense of the Convent; and it concludes by saying that if for legitimate reason the Prior withholds payment of the chaplains' salary it must not be for longer than thirty days.

The Prior of Christchurch at this date was the last of his line, Thomas Goldwell (1517-1538). His defence has fortunately been preserved. It is for the most part mere quibbling. He questions the authenticity of the Black Prince's Ordinance, because it exists only in the Recitation of 1363, which does not bear the Prince's Seal, and is therefore

of no legal value. Having thus repudiated a document under the hands of Prior, Convent and Archbishop, Goldwell proceeds to bring "charges" against the two chaplains which have no force except as they are supported by this same document.

PETITION IV.

(E.C.P. 615.30.)

To the right honorable Sir Thomas More, knight, Lord Chancellor of Ingland.

. . . Full lamentably sheweth and complaneth unto your good lordshipe your humble oratours Thomas Payne and Hugh Barker, chaplens and the Chauntre prestes of the perpetuall Chauntrey founded by the right noble and excellent prynce, Prince Edwarde, sone to Kynge Edwarde the thirde, within the monastery of Cristes Church within the Citey of Caunterbury, that where for an unlawfull contract of matrimony had and solempnyzed betwene the said prince Edwarde and Johan the Countes of Kent beinge in the secund and thirde degree of consanguinite, it was enioyned in penaunce unto the said prince Edwarde by the most holie father pope Innocente, that tyme beinge, by his bull sealed under leade, that the saide Prince Edward, for the cause abovesaid, and for other causes comprised in the same bull, within a yere then next folowinge shulde found and make or cause to be made ii perpetuall chauntreis either of them of yerlie value of xx markis, and for establisshing and performynge of the same Chauntres the said Prince Edwarde gave and graunted to the Prior and the Covent of the said monastery, at that tyme beinge and to their successors for ever, the manor of ffaukeshall beside London, with diverse and many greate juells, money, ornaments and other thingis to thuse of ther said chirche; for which giftis and grauntes the said Prior and the Covent that tyme being bound them and ther successours by ther Covent seale to contente and pay yerlie unto either of the said Chauntrey prestis the tyme beinge, and to ther successours, xx markis at Ester and Mighelmas by even porcions. And if the same Priore and Covent shulde happen to make defaute in paiment of the said annuite at any tyme, by the space of xxx daies next after any of the said feastis, then the same Prior and Covent for them and there successours grauntide them selfe, by ther seid graunt, to stonde suspended from execucion of dyvyne seruyce until the

hole arrerages of the said annuite were plenarie satisfied and contented unto the said Chauntrie prestis, as in the same graunt y^t doth more evidently appere. Which payment of the said xl marks the said Prior and the covent & their successours well and truli dide observe and kepe by the space of cxx yeris then next ensuenge the tyme of the said graunt. Syns which tyme the predecessours of the said nowe beinge prior, And also the same nowe Prior, without any reasonable cause hath withdrawen frome yor said poore besechers and there predecessours, by a longe season, v markis yerlie of the said annuytes, stipend and salurie, assigned to your said oratours. . . .

And forasmuch as your saide poore suppliantes be bounden by ther said foundation dailie to saie masse, placebo and dirige, with commendacions, and also vij spalmes and xv spalmes for the soules of there founders deceassed, and for the good and prosperous estate of the kynge our soueraigne lordes hignes, the founder nowe beinge, and also be bounde bi ther said statutis to kepe hospitalite togethers, which puttith them to moch more costis and charges then they shulde be put unto if they might goo to boarde, which costis and chargis they be not able ne of pour to bere ne sustayne, without they may [have] the hole salurie, accordinge to the said foundacion wherewith they be sworne, for reformation of which iniuries and wrongis yor said besechers have no remedie by the ordinarie course of the comen lawe, for that that the said Priour withholdeth and deteneth frome your said besechers all such writynges, evidencis and grauntis as do concerne the premisses wherbie they mought and shulde be able, by the kyngs lawes, to charge the said priour and covent and ther successours to and for the yerlie payments of the said xl markis, accordinge to the origenall foundacion of the said chauntries.

[Asks in conclusion for writ of sub-pœna to be issued to the Prior.]

(E.C.P. 615.34.)

The answer of Thomas, Priour of Cristischirche, Caunterbury to the bill of Complaynt of Thomas Payne and Hugh Barker, Chapleyns.

[Legal terms slightly abbreviated.]

The priour saith that the bill of complaynt and the matter in the same bill contayned is uncertayn and insufficient to be

answered unto, for these apparant causes— ; that is to say among other because that in the bill of complaynt the complaynaunts have alleged that for one unlawful contract of matrymony had and solempysed betweene the right noble prince, Prince Edward, sone to Kyng Edward the third, and Johane the Countes of Kent, it was enioyned in penaunce unto the seid prince, by the most holy father pope innocent that tyme being, by his bulle sealed under leade, that the prince within one yere then next folowing shuld found...two perpetuall chauntryes, either of them to the yerly value of xx marcs—; the...complaynaunts have not alleged in their bill any tyme or date of the seid bulle, wherby the tyme of the fundacion of the Chauntryes supposed to be within one yere then next folowing may appere. Nor have alleged that any suche Chauntryes...were founded indede at any tyme. Neither the compleynaunts have acheived or alleged in their bill any maner of titill of presentacon, institucon and induccon, gyft, or otherwise, wherby they be...lawfully intituled to the seid Chauntryes...or be called...Chauntrey prestes of the seid Chauntry. And also beeing that in the bill of compleynt the Chapleyns have shewed that they emong other be bound to say diuynne servyce and dayly placebo and dirige and to kepe hospitalitie togeder in the mansion of the Chauntry, they have nott alleged that they so do in dede. And where also the compleynaunts have alleged that for establishment & performyng of the Chauntryes...prince Edward gave and graunted to the priour & convent of the monastery that tyme being, and to their successoures, the maner of ffauhall beside London; and have nott shewed any wrytyng, date or tyme of the supposed gyft and graunt, neither in what countie the maner of ffauhall is, neither of what yerly value the maner ys; for which causes, and other apparaunt in the bill of compleynt, the priour praith that the seid bill may be abated and...the priour may be dymysed oute of this honorable court, with his costes & charges for the vexacon in that case susteyned.

And if the...priour shalbe compelled to make further answer to the seid insufficient bill, then the...priour therunto saith that he hath nott in his custody any suche bulle as is alleged in the...bill of compleynt, nor any other effectuall wrytyng of the fundacion of the...Chauntryes made by...prince Edward.

And if any suche be, the priour praith that the same and other wrytynges may be brought by the...compleynaunts into

this honorable court. So that the priour may have sight and copenes of the...bulle & other wrytynges, and therupon to make further & more dyrect answer to theeffectes of the same.

And the...priour further saith, that he hath in his keyping one wrytyng, made under the Seale of the most reverend father in god Symon, somtyme Archebusshop of Caunterbury and the Comen Seale of the predecessours of the...priour & convent now being, dated the second nonas of August in the yere of oure Lord God MCCCLXIIJ, recytyng a certen wrytyng of the...late prince made, & not specifieng any date or yere of the making thereof, or any wordes of apposicon of any Seale by the...late prince to the same his Wrytyng—Wherefore the...Wrytyng so recited, if any suche were made in dede, is voyde in the lawe & of none effect.

And in the whiche wrytyng is alleged and mencyoned that the...late prince had assigned two prests of the Chauntries within the...monastery, charging them with certeine dyvyne servyces dayly to be celebrated...and other observaunces by them to be observed. As in the same wrytyng sealed more at large is conteyned.

And, among other, in the end & fynall conclusion of the same recyted wrytyng supposed to be made by the...late prince...be conteyned and playnly expressed three clauses ensuyng:—*Jurabunt insuper idem sacerdotes Priori dicti loci obedienciam et quod nullum dampnum inferent dicto monasterio vel personis ejusdem injuriam seu gravamen. Rursum, si in presenti nostra ordinacione processu temporis inveniantur aliquod dubium seu obscurum illud interpretandi, innovandi, corrigendi et eidem ordinacioni nostre addendi, diminuendi et declarandi, nobis quamdiu vixerimus, et post mortem nostram reverendo patri domino archiepiscopo Cantuariensi qui pro tempore fuerit, specialiter reservamus—*

The whiche recyted wrytyng of the...late prince the seid Symon, then Archebusshop, by his seale, & the...priour & convent under their comon seale in the...second nonas of August, which is nowe above CLXVIJ yeres passed, ratified & confirmed. Which ratificacon...of the wrytyng of the...late prince (the same Wrytyng for the cause above rehersed being voyde) cannot nor may bynd the...nowe priour & convent to observe any thyng conteyned in the seid wrytyng...Albehit the...priour, for declaracon of truth, seith that the seid Maner of ffauxhall

with the appurtenaunces especyfyed in the...bill of compleynt, is in the Countie of Surrey, nere unto the habitacyon place of the lord archebusshop of Caunterbery at Lambeth, & extendith not in yerly value, in Comen yeres to be accompted, above the yerly & necessary charges of the same maner, xxi li towards the payment of the...Salary of the...prestes & other charges claymed to be borne by the...prouer for the same maner to the...compleynaunts, and the [gap in MS.] chantries for the [gap] & prouer nowe being, yerly for his tyme, lyke as his predecessours, priours of the seid monastery, by many yeres past, yerely for their tymes, used to paye and have payed to the...compleynaunts & their predecessours, for their salaryes, xxiii li vjs viij*d*, whiche som excedith above the yerly values & profitts of the...maner receyved by the seid [gap] the som of xlvis viii*d*. And further the...prouer saith that he at dyvers tymes heretofore hath offered to the...compleynaunts to delyver into their hands & possession the seid maner, to the intent that they shuld extend & improve the same to their best advantage, and to discharge the ...prouer & convent of the...Salary & Wages & other charges therof claymed by the...compleynaunts, and the...prouer & convent be & shalbe alweyes redy to delyver unto the compleynaunts the maner in the seid fourme, & all suche use & profit as the...prouer & convent have in the...maner. And the...prouer also seith that albehit that it is plainly expressed in the...wrytyng dated the...second nonas of August that the ...prestes shuld swere to the prouer of the...monastery obedyence, and that they shuld do noe damage to the...monastery or to the persones there anie wrong or greif, yet, that nott withstandyng, the...compleynaunts nor any of them whoes originall institucons & reall possessions in the ...chauntries comenced ... during the tyme that the...prouer nowe being hath ben presented prouer of the seid monastery, have...exhibited to the...prouer the seid obedyence....Thomas Payne being required by the...prouer to geve & make unto hym the same othe, contemptuously hath fully denyed & refused so to swere, by reason wherof the...compleynaunts may nott, nor be lawfully intytled to calle or name themself chauntry prestes...or be intitled...to clayme of the...prouer any Salary, stipende or som of money for the same chauntry. And the seid nowe prouer seith that...Hugh Barker, one of the compleynaunts, hath ben absent & not resident or abydyng in the...chauntry by the tyme of one yere & more

nowe last passed ; and in that, & also in not gyvnge the...othe & meny other thynges, compleynaunts have offended contrary to such ordeynaunces as they of their owne shewyng have alleged in their owne bill.

And if any of the predecessours of the...nowe priour, at any tyme heretofore, have payed any other or larger som to the predecessours of the...compleynaunts then the seid xxij li vjs viij*d* whiche the...nowe priour & divers other of his predecessours have paied to the...compleynaunts & their predecessours, the...priour supposith, & in consciens clerely thynkyth that the same [gap] above the...xxij li vjs & vj*d* was ...deducted, dyscharged & mynysshed by som of the successours of...Symon, late Archebushshop of Caunterbury, in consideracon that the...maner is nott above the yerly value of xxj li... by vertue of the auctoryte auctorysed before wretyn, geven unto the archebushshop of Caunterbury for the tyme being to [gap] mynysshe & declare the...ordeynaunce of the...late prince. . . .

[The prior then sums up, one by one, the articles of the complainants' petition, relating to the grant of jewels and money by the Prince, in addition to the Manor of Vauxhall, the bond of the convent to pay a stipend of twenty marks to each priest, the detention of relevant documents, and specifically denies the truth of each and all, asking to be dismissed with reasonable costs and damages for the vexation sustained.]

The counter-replication of Thomas and Hugh, vigorous and scornful, still exists, but is unfortunately so much damaged as to be in great part illegible.

It is however possible to make out the gist of their arguments. They first assert the entire sufficiency in law of their complaint: the Prior's criticism of it is "nothing materiall, but superfluous words, pretending rather vayne formulas then any playne or necessary" statements; actually the facts of the case are widely known and established by long precedent. The Prior, they go on to say, whatever he may affirm, actually has "in his custodie all or the most part of all such graunts, evydences & wrytyngs" as bear on the case, "as also cotypes of the bulles, delivered by the complaynants unto the Priour long [since] whereby

he can pretend none ignorannce for the lakke of the same, nor yet to praye for the sight thereof any further dylatory tyme for to make any further and more dyrect answer."

It would seem as if the complainants were not acquainted with the Recitation of 1363, on which the Prior bases his arguments; for they express their willingness to bring into court further copies of the papal bulls, provided the Prior is compelled also to produce the "pretended and supposed wrytyng of confirmacion." We may assume that many documents bearing on the foundation of the Chantries were then in existence which have now vanished.

The chaplains deny that the Manor of Vauxhall has fallen in yearly value, unless, by neglect "or other foly, hit is nowe become in decaye and altered." They say moreover that the Prior's offer to hand it over to their management would be in plain contravention of the Prince's Ordinance, and would "distroy the seid foundacon ayenst all charyte, ryte consciens & the lawe of god & holy church, to the high displeasure and dishonour of god & the great peril and damage of the Soule of the late Prince Edward." . . . They deny that the Prior's charge of non-residence has, if it were true, any bearing on the question of salary, and affirm that their responsibility is to "their Curate, governour and spirituall Sovereigne, the lorde Archebisshop . . . by whom the chapleyns were, as they ought to be, lawfully instytuted, inducted & sworne." As for the suggestion that if any larger sum than £23 6s. 8d. were ever paid, it may have been reduced by Archbishop Simon or some of his successors, they point out that the Prince retained the right to modify his own Ordinance during his life-time, that he outlived Archbishop Simon by many years, and that therefore any document which the Prior possesses ordering a reduction in the Archbishop's name must clearly be a forgery. After this final slap in the face their replication ends with the repeated request that their lawful salaries may be restored and their costs allowed.