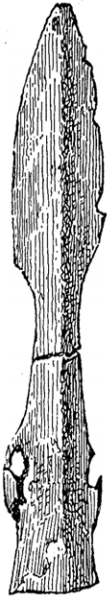


## ADDENDA ANTIQUARIA.

## A BRONZE SPEAR-HEAD FROM CALDBECK.

(Scale  $\frac{2}{3}$ ).

The fine specimen, with leaf-shaped blade and loops on the socket, found in the autumn of 1914 by the side of the Caldew, on a rock covered with soil at Lynewath, Caldbeck, and now in the possession of Mr. Oldman of Lynewath, was lent to Canon Rawnsley for examination, and a water-colour drawing was made by Mrs. Rawnsley. The point is slightly blunted and one of the loops broken, but otherwise it is complete. It measured originally  $4\frac{1}{8}$  inches long, by  $\frac{3}{4}$  inch across the blade and a trifle over  $\frac{3}{4}$  inch across the loops. It is of the type shown in the paper by Canon Greenwell and Mr. W. Parker Brewis on "The Origin, Evolution and Classification of the Bronze Spear-head in Great Britain and Ireland," in *Archæologia*, vol. 61, plates 75 (fig. 59), 76 (figs. 60-63) and 78 (fig. 66). Professor Montelius (*Archæologia*, vol. 61, p. 136) classes these spear-heads in Period IV. of his chronology of the Bronze Age, and assigns a date from the end of the fifteenth to the middle of the twelfth century B.C.

## THE ROMAN ROAD IN THE UPPER DUDDON VALLEY.

On July 29, 1914, Professor and Mrs. Haverfield, G. G. Wordsworth and R. G. Collingwood examined the line of the Roman road between Fell Foot and Hardknot. They report that the line given by the O.S. for the road immediately east of Cockley Beck (i.e., on the right bank of the Duddon past the ruined buildings known as Gaitscale) shows no trace of Roman work. A causeway is visible near Gaitscale, but this apparently is contemporary with the buildings and leads to them. It is not continued eastward. The O.S. authorities, on being asked for their evidence of this line's Roman character, quoted the farmers at Black Hall and Birks (G. Tyson and E. Tyson) and Ferguson's *Archæological*

*Survey*, pp. 90, 277. Neither of these pages occurs in the *Survey*, which is paged from 1 to 54, nor can any reference be found in the same author's series of papers entitled *An Attempt at a Survey of Roman Cumberland and Westmorland*. In fact, the ambiguity of the map in the *Survey* (where the road is marked as coinciding with the river) and of the description in Ferguson's *History of Cumberland*, pp. 59, 60, seems to show that the author had no definite views on the matter.

The same conclusion was reached with regard to the good and well-marked causeway between Cockley Beck and Black Hall. This also is marked as Roman by the O.S., whereas no road can be traced from Black Hall to the Hardknot road, and there seems no reason to doubt that the Romans followed the direct line from Cockley Beck to Hardknot pass, as marked in Ferguson's map.

ROMAN REMAINS FROM MAIDEN CASTLE ON STAINMOOR :  
by R. G. COLLINGWOOD.

The pottery, of which 13 pieces have been shown to me by the Rev. T. Westgarth, dates from about the middle of the Roman occupation.

*Samian*. One piece, from the foot of a shallow bowl of the type known as "Dragendorff 31," the commonest form of drinking-cup. The clay is very soft and friable, the modelling heavy and glaze poor in quality. It is Gaulish ware, from the factory at Lezoux, and is of quite late date in the Samian series

*Other wares*. 12 pieces of native fabrics :—

*Mortarium (pelvis, mortar for hulling grain)*. One piece of a rim, "hammer-head" section, reeded face; buff clay with black grit. It belongs to a series which I place in the middle of the fourth century (the series which I call group D; see my Ambleside report, this volume, p. 48). The clay and grit are typical of late mortaria, and probably indicate that in the fourth century the trade in these vessels was captured by some large factory, using a clay like that of Broseley.

*Bowls*. 4. Two of these have the flat rim and straight sloping sides of No. 9 in my Ambleside report for 1913 (*Transactions*, xiv.); I believe this type belongs to the early fourth century, on evidence from Corbridge and the Wall (cf. Poltross Burn report, *Transactions*, xi., plate v., No. 19). Of the others, one is of sandy grey clay and has no moulding on the tip; perhaps third century. The fourth is rather like the first two.

*Ollae, or jars*. 3. (1) a handle; soft grey ware. (2) a rim, soft grey ware; this looks earlier than the rest; perhaps late

second century. (3) a rim in "vesicular" ware (full of holes caused by the solution of grits in the clay, in acid liquids) which is characteristic of the fourth century.

*Cooking pots.* 2. One the mere fragment of a rim; perhaps third century. The other a base, reddened externally by fire.

*Beakers.* 2. One in fine whitish clay; looks distinctly early (second century); "Roulette" or "runnering" pattern on shoulder and drab slip. The other in common black ware with cross-broaching. This type cannot be dated.

Other remains:—

*Iron.* A nail. A small ring from a chain. A flat piece, much corroded, perhaps from a horse-shoe.

*Bronze.* One coin; a minim. Undecipherable.

*Glass.* One fragment of ordinary window-glass. One piece of the shoulder and handle of a square bottle.

*Jet.* A large ring; has had a string tied to it, but is not otherwise worn.

The evidence of this—very small but highly interesting—group of finds suggests an occupation lasting at least from the late second century to (say) A.D. 350. Maiden castle was therefore occupied practically throughout the full Roman period in the north of England, and further digging would doubtless reveal much of its history during that period.

#### ANCIENT DIAL AT BEETHAM CHURCH.

Mr. W. F. Price notes that he has observed, to the east of the priest's door on which a dial is already known, the remains of a second dial in an unusual position. On the slope of a buttress is a gnomon-hole, with the lead by which the gnomon was fixed, and the upper part of an incised circle.

#### OLD DEEDS.

At the meeting of July 2nd, 1914, Mr. N. N. Thompson of St. Bees communicated the following:—

Indenture of Agreement, 1508. Thomas Hesketh, Thomas Washington. This indenture made the 25th daye of August in the 24th yere of the Regn of kyng henry VII Betwix Thomas hesketh squier on that one partie and Thomas wesshyngton of hallhede gentilman on that other partie Witnessith whereas vareaunce and discorde hath ben betwix the said parties for gravyng of pete by the said Thomas wessheton in a severall close of the said Thomas hesketh in brenderyg [Bendrigg ?] in the countie of apulbye the said parties be agreed in manner & forme foloyng

O

That is to wete if the said Thomas wessheton at the next session of assise to be holdyn at Lancaster Or at any tyme afore the said Session shewe evidence in wrytyng such as shalbe proved sufficient by indeferent lerned councell afore the said Thomas hesketh that the said Thomas wessheton on Ryght ought to grave pete on the said close then the said Thomas hesketh to be content therwith And if the said Thomas wessheton shewnot sufficient evidence for the gravynge of the said pete in manner & forme aforesaid Then the said Thomas wessheton graunts by thes presents to the said Thomas hesketh that he shallmake sufficient recompense & amends to the said Thomas hesketh for gravynge of the said pete afore the date of thes presents And that the said Thomas wessheton shallnot ffrom thensforth grave any pete ne cause any pete to be graven in the said close unto such tyme as the said Thomas wessheton have shewed evidence in wrytyng to the said Thomas hesketh And proved thay sufficient for his said title by indeferent lerned councell Or else the said Thomas wessheton have sufficient licence & graunt by wrytyng by the said Thomas hesketh to grave pete in the said close In wittnes wherof to thes indentures the parties aforesaid enterchaungeably have sett thair sealls In the presence of Ric dokett of grayryg the elder squier Ric hesketh gentelman lerned in the lawe Ravland philipson and others. Given the daie and yere abovesaid

Mr. R. Blair, F.S.A., communicates the three following :--

I.—TO ALL FAITHFULL MEN In Christe To whome theis pn'tes shall come to be shewed or Delivered Knowe ye that I Issabell Glover late wyfe of Rowlande Glover late of Manser in the Countie of westmerland chapman Deceased and beyinge the onleye And hole admynestrator of all and Synguler goodes cattelles and Dettes wiche latelye was the said Rowlande glovers myne Husbandes at The Daie of his Deceasse And vpon goode assurance standeth Bounded to the Righte Reverende father in gode the Byshope of Chester and his Successors To the Tenure and effecte of A lawe &c. Witnesseth that I the said Issabell glover ffor and In consyderacion of the Some of Sexe score poundes of goode and Lawfulle money of Englande vpon A goode and sufficient Assurance therof made Covenanted graunted and promessed well and Trewlie to me to be paid Bye mye Brother George Baynbryge of Hethylme\* in the Countie of westm'lande yoman and Wylliam Borowe of Luptone in the said Countie chapman

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\* Egholme, near Grimes Hall, Middleton?

And on and besydes payment therof ffor and In consideracion of the Some of ffortie poundes more wiche the said George Baynbrige and Wyllm Borowe vpon the lyke Covennte and assurance standeth Bounden To paye vnto me the said Issabell glover and to others mye said husbandes Credyttors Whervpone the consideracions afforesaid and vpon other causes Reassenable me specyallie movinge I the said Issabell Glover haue Covenn'ted graunted Bargained and solde and bye vertue and force of theis pn'tes for me myne heyres executors and admynestrators Dothe covenn'te Bargayne and whollie clearelye for ever Selleth To the said George Baynbrige and William Borowe Joynedlye Together To their heyres executors admynestrators or assignes for all and Synguler such Some and Somes of money clothes and Dettes as was Due or owinge To mye said husbände at the Daie of his Deceasse and nowe Due vnto and of all maner of persone and persones whate soeu' or whersoeu' they be owinge in Anye Cyttie Toune Burghe vyllaige or other place or plaices ffrome Gyggleswicke in cravene Sothwardes Provyded alwaies condycyenallye that when and at what Tyme as they the said George and Wylliam haue fullie Dyscharged and paied the said Some of ffortie poundes to the said Credyttors and to the said Issabell Delyueringe To her sufficient Discharges and Acquyttaunces ffrome the said Credyttors in payment therof This Done That then the said Issabell shall Redelyu' all suche Bounds or Assurance To the said Georg and wyllm or to the one of them or their assignes as they therin shall stand bounden for payment of the said Some of ffortie poundes AND for the further Assuraunce Conveyaunce Awarrauntyst and Sure makynge the premisses before graunted and sold to the said Georg Baynbrige and wylliam Borowe their assignes or [ ? ] In man' and forme as ys afforesaid and for the Trewe performaunce of the same I the said Issabell glover covenntes and grauntes be theis pn'tes to and w<sup>th</sup> the said George and wylliam To them To stande Bounden bye mye suffycient wryttinge obligatorie bearinge Date of the Date of theis pn'tes in the some of Thre hundreth poundes of goode and Lawfull money of englande as more at large in the same wryttinge therof made yt Doth Appeare IN WYTNES whereof I the said Issabell Glover To theis pn'tes haue Sette myne hande and Seale the tenth Daie of Auguste in the xth yeare of the Reigne of o<sup>r</sup> Sou'reigne Ladie Elizabeth Bye the grace of god Quene of Englande ffrance and Ireland Deffendor of the faithe 1570/  
Signed Sealled and delyu'ed the daie and yeare Aboue wrytten in the presens of theis wytnesses Thomas Aykrige John Symford w<sup>th</sup> others.

2.—THIS INDENTURE made the fifth daye of June in the yeare of our Lord Christ according to the Account used in England one Thousand S<sup>x</sup> hundred ffifty and ffower BETWEENE S<sup>r</sup> William Dalston of Dalston in the County of Cumberland knight of the one part And William Roper of London esquire of the other parte Whereas in and by one Recognizance in the nature of a Statute Staple bearing even date with theis p<sup>r</sup>ts taken and acknowledged before the right honorable Henry Rolle Esq<sup>r</sup> Lord Cheif Justice of the Upper Bench the said William Roper is and standeth bound vnto the said S<sup>r</sup> William Dalston in the Sume of eight hundred pounds payable as by the said Recognizance may at large appeare Now this Indenture WITNESSETH That it is neverthesse Covenanted conditioned and agreed by and betweene the said parties to theis p<sup>r</sup>s<sup>ts</sup> And the said S<sup>r</sup> William Dalton for him his heires executors and administra<sup>o</sup>r<sup>s</sup> Doth covenante conclude and agree to and with the said William Roper his heires and assignes by theis p<sup>r</sup>e<sup>r</sup>ts That if the said William Roper his heires executors and administr<sup>r</sup>s and every of them Doe and shall well and truly pay performe observe fulfill and keepe All and every the payment Covenants Proviso Condicons and agreementes which on his and their partes and behalves are and ought to bee payd performed observed fulfilled and kept conteyned in one Indenture bearing date the Three and Twentieth day of May past made between the said William Roper and John Day gent of the one parte and the said S<sup>r</sup> William Dalston of the other parte And that in all things according to the true intent and meaning of the said Indenture Then and at all times from henceforth the said Recognizance or Statute Staple shalbee voyd and of none effect and shalbee delivered to bee at the costes and charges of the said William Roper his heires or assignes vacated on Record In witnes whereof the parties above named have to theis p<sup>r</sup>sent Indentures interchangeably set their hands and seales the day and yeare first above written

Sealed and delivered  
in the p<sup>r</sup>esence of  
John Day  
Tho Lockyer

William

Seal  
gone.

er

3.—Know all men by these p<sup>r</sup>sents That I S<sup>r</sup> Christopher Musgrave, Bar<sup>t</sup> Lord of the severall Mannors of Blackhall Kirkoswald Staffell Glassonby Brackenthwaite and Newbiggin in the County

of Cumberland Have given & Granted and by these p<sup>r</sup>sents Doe give & grant to Edward Hutchinson of the City of Carlile Gent the office of Game keeper of my s<sup>d</sup> mannors of Blackhall Kirkoswald Staffell Brackenthwaite Newbiggin & Glassonby and I doe hereby authorize the s<sup>d</sup> Edward Hutchinson to do & execute all & every matter & thing which the Duty & Nature of the office of Game keeper of & for the s<sup>d</sup> Mannor doth exact and require To have hold exercise & enjoy the s<sup>d</sup> office of Game Keeper of & for the s<sup>d</sup> mann<sup>r</sup>s unto the s<sup>d</sup> Edward Hutchinson from henceforth during my will & pleasure & no longer And I the s<sup>d</sup> S<sup>r</sup> Christopher Musgrave Doe hereby authorise the s<sup>d</sup> Edward Hutchinson within the said Mannors to take away every or any Hare Pheasant Partridge Moor Game, Heath Game, or Grouse or any other game from any Higler, Chapman, Innkeeper, Alehouse Keeper, Victualler or Carrier or any other person or persons not Qualified by Law to kill the Same which shall be found in their custody or possion And also all Greyhounds, Setting dogs, Lurchers, Traps, Netts, guns or any other engine to kill & destroy the game which shall be in the power or Custody of any person or persons not qualified by the Laws to keep the same and who shall hunt or Fowl within the Mann's afores<sup>d</sup> or any of them without my Consent AND I doe hereby further impower the s<sup>d</sup> Edward Hutchinson upon & within my s<sup>d</sup> Mannors or any of them to kill Hare Pheasant Partridge or any other Game whatsoever In witness whereof I have hereunto sett my hand & seal the seventh day of June in the Fourth year of the Reigne of Our Sovereigne Lord George of Great Britain &c King Annoq. Dni. 1718

Christopher Musgrave.  
[armorial seal]

LEGAL CONVEYANCE OF A FLOCK OF SHEEP (LANGDALE, 1743) :  
by H. GARENCIERES PEARSON.

The deed, a copy of which is printed below, was found among some old documents which have come into the writer's hands. It is curious, as being a Conveyance of 120 "Heath going and Heath bred sheep" apart from the land on which they lived or heafed. Flocks of Heath or Heaf going sheep are not infrequently in Westmorland and Furness found included in Conveyances of land as appurtenant to it and are still commonly let to the tenant with the land, but it is certainly unusual to find them dealt with separately.

The document on the face of it is a deed of absolute Sale and

follows the form of a Conveyance of land, but it is pretty evident that it was only intended as a security for a loan, as even at the date of 1743 the 120 Sheep must have been worth more than £11 (the amount of the consideration) and this is to some degree confirmed by the summary but effectual way in which the deed has been cancelled; that is, by the tearing off the Seal and the Signatures of the Grantor to the deed and schedule.

The "Livery of Seizin" by the handing over of "one Ew" is very quaint. The grammatical difficulty in the attestation clause "were" for "was" is possibly caused by there having evidently been a blank left in the original engrossment for more words than "one Ewe." Perhaps they couldn't catch more than one old sheep, the others being too "lish" for them!

As to the persons named, Edward Partridge and others gave at an unknown date £50 for the poor of Grasmere, as recorded on a board in the church. In 1710 Edward Partridge bought a pair of breeches for 10d. at the sale of Wm. Hawkrigg deceased (these *Transactions*, o.s., xiii., 253).

Of Satterthwaites in Langdale, yeomen, Michael is mentioned as opposing Reginald Holme in the matter of a weir or dam, late in the seventeenth century (Miss Armitt, *Ch. of Grasmere*, p. 199), and Wm. Satterthwaite was one of the 18 men in 1687 and 1688 (*Ibid.*, pp. 116, 123).

Wm. Willson of Langdale, a Quaker, was imprisoned in 1660 and 1663 (*Ibid.*, pp. 88, 196).

John Dixon of Rosset in Langdale, a Quaker, is mentioned in 1684 (*Ibid.*, p. 198). A John Dixon bought "a milking pale & a Can" for 5d. in the sale of 1710 above mentioned.

A William Sawrey also bought "a wood Peck," and "a little Heifer," which cost him £1 3s. od. He also wrote out the sale bills and charged 10s. for them; and the deceased owed him 2s. 6d.

At the same sale 20 wethers sold for £6, and 10 wethers went for 3s. 4d. each; 10 ewes at 3s. 6d. and 10 twinters at 2s. 8d., so that the sheep sold by Roger Satterthwayte ought to have fetched nearly—if not quite—double the amount mentioned in this deed.

KNOW All men by these presents that I Roger Satterthwayte of Sidehouse in Great Langdale in the Parish of Grasmere in the County of Westmorland yeoman ffor and in Consideration of the whole sum of Eleven pounds of Lawful money of Great Britain to me in hand before the sealing and Delivery of these presents By Edward Partridge of Farr-Easedale in Grasmere in the said



County of Westmorland yeoman well and truly paid The Receipt and full payment whereof I the said Roger Satterthwayte doe by these presents Acknowledge and thereof and of every part and parcel thereof doe Absolutely Acquitt Release and Discharge him the said Edward Partridge his Heirs Executors and Administrators and Every of them by these presents ffor Ever As Alsoe for Diverse other good causes and valueable Considerations me the said Roger Satterthwayte thereunto moveing HAVE Granted Bargained and sold And by these presents Doe freely willingly and Absolutely Grant Bargain and Sell unto Him the said Edward Partridge THE whole Number of One Hundred and Twenty Heath Bred and Heath goeing Sheep of such sorts as in a Schedule Hereunto Affixed are Mencon'd Nominated and expressed. And Alsoe All my Right Title Property Claim and Demand whatsoever of in and to the same. TO HAVE AND TO HOLD the said Granted Heath Bred and Heath goeing Sheep in the said Schedule mencōn'd and Hereby Bargained and Sold with all their use Encrease Benefitt and Advantage unto him the said Edward Partridge his Executors Administrators and Assignes. To and for the only use of him the said Edward Partridge his Executors Administrators and Assignes ffor Ever. AND I the said Roger Satterthwayte and my Heirs Executors Administrators and Assignes All and Singular the said Granted sheepe in the said Schedule mencōn'd and Hereby Bargained and Sold with all their Rights members and Advantages unto Him the said Edward Partridge his Executors Administrators and Assignes Against All persons whomsoever haveing or Lawfully claiming any Right or Title thereunto shall and will Warrant and ffor Ever Defend by these presents AND I the said Roger Satterthwayte for the Consideration aforesaid Doe for my selfe my Heirs Executors and Administrators Covenant promise Grant and Agree To and with the said Edward Partridge his Executors and Administrators and Assignes and To and with each of them by these presents That he the said Edward Partridge his Executors Administrators and Assignes shall and Lawfully may from time to time and at all times after the sealing and Delivery of these presents Peaceably and Quietly have hold and enjoy All and singular the before Granted sheep And the encrease profitt and Advantage thereof Have Receive and take unto Him the said Edward Partridge and to his executors Administrators and Assignes to and for the only use and Behoof of Him the said Edward Partridge his Executors Administrators and Assignes for Ever, without any Lett suit trouble Hinderance or Incombrance whatsoever of or by me the said Roger Satterthwayte

my Heirs Executors Administrators or Assignes or of or by any other person or persons whomsoever Having or Lawfully claiming any Right or Title thereunto. AND I the said Roger Satterthwayte Doe Hereby further Covenant and promise That If It happen the said Edward Partridge shall after the execution of this Deed leave any of the said sheep in the said schedule mencōn'd In the Custody or possession of me the said Roger Satterthwayte Then and in such case I the said Roger Satterthwayte my Executors and Assignes shall and will Guide preserve and look to the same as well and as carefully as if they were properly my own And will permitt and suffer the said Edward Partridge his Executors Administrators and Assignes Into the Houses Chambers Closes and ffields of me the said Roger Satterthwayte to enter and the sheep soe Left in my Custody and there found to Amove and carry away and Dispose of the same at his and their Will and pleasure. IN WITNESS whereof I the said Roger Satterthwayte Have hereunto sett my Hand and Seal the Fourth Day of June In the Sixteenth year of the Reign of our sovereign Lord George the second By the Grace of God of Great Britain France and Ireland King Defender of the ffaith and so forth And in the year of Our Lord One Thousand Seven Hundred and Forty Three.

Signed and Sealed on Treble stamp [Signature and  
Paper and One Ew—part of the above- granted sheep were delivered by the above-named Roger Satterthwayte to the above-named Edward Partridge in their proper persons Together with this present Deed In the name of possession And in Lieu of all the above Granted premisses In the sight and presence of

John Willson      John Sawrey  
John Dixon.

[Endorsed] Roger Satterthw<sup>t</sup> Deed of 120 Sheep to Edwd Partridge.

[Attached] A schedule of All such sheep as the within named Roger Satterthwayte Did Grant Bargain and Sell unto the within named Edward Partridge by virtue of the Deed within written, that is to say ;

|                 |                  |
|-----------------|------------------|
| Forty Ews       | Thirty Weathers  |
| Thirty Twinters | and Twenty Hoggs |

In Testimony whereof the said Roger Satterthwaite hath hereunto sett his hand this Fourth Day of June In the year of our Lord 1743  
[Signature torn off.]

## AN EARLY MINER'S LAMP.

Mr. Henry Rothery, of Summergrove, Whitehaven, communicates a find, by his son, in a cellar of his house, which was built about 1756 by James Spedding, son of Carlisle Spedding, the famous mining engineers. This is an implement which Mr. Rothery thinks preceded the steel wheel-lamp, invented by Carlisle Spedding about 1730 to give a light in coal-pits charged with fire-damp. It consists of a thick block of wood on one side of which a gun hammer has been fixed, the flint being still in it. A trigger six inches long has been attached. On the top and at the side of the block are grooves for rods to run in. By quickly working these rods the trigger would be alternately set and pulled and the flint striking against steel an intermittent stream of light would be obtained.

## HAWKSHEAD HALL; THE RESTORATION OF THE COURT-HOUSE WINDOW.

Mr. Richard Parker, of Southfield, Ulverston, writes on April 14, 1914 :—

In the year 1837, about June or July, my Mother and I collected several of the mullion stones which are now in the arched windows—I should think more than half of them. The three first to be removed were set in as edging stones in the garden round a flower-bed and the rest were found wherever there was a rubbish-heap. We took one out of the wall between the Court-house and the main road. We spent the whole of the afternoon in search of them; and about six o'clock we were washing them, when John Usher, a waller about 70 years of age who had been doing some repairs at the house came to us and seemed quite interested in them, and spent quite two hours in placing them in position on the grass. He found we were one stone short, and we spent several hours during the next few weeks but could find no trace of it.

Mr. James Dawbiggin, the agent, said they ought to be put into the window again. So he arranged with John Usher to do the work, and to put a blue stone to fit the place of one wanting—as you can see at present.

I have a very clear recollection of doing the job when I was 15 years old. I am now close on 92 and in very good health. [Beck's *Annales Furnesienses*, in which is a view of the hall with the window inserted, was published in 1844.]