

## ADDENDA ANTIQUARIA.

## ROMAN COINS FROM FURNESS ABBEY.

In July, 1915, Mr. Archibald Miller, director of Vickers', Barrow-in-Furness, sent the editor a coin recently found in the garden of his house near Furness Abbey. A sketch of this was shown at our September meeting and the coin was described as a "first brass" of DIVA FAVSTINA (senior, wife of Antoninus Pius; she died 140 or 141 A.D.).

In April, 1916, Mr. Miller sent three more Roman coins lately found in the same garden. The first two were worn and corroded, but with help from Mr. R. G. Collingwood may be described as follows:—(1) A second brass of Trajan: head of the emperor (98-117) to right, the chin a little fuller than usual; inscription, [IMP] TRAIANVS AUG[VSTVS? P.M.]. Reverse: a standing female figure, inscription illegible. (2) A bronze *sestertius* of Antoninus Pius (138-161); head of the emperor to right, inscription much defaced, but PIVS may perhaps be read. Reverse: TRIB. POT. XIX. COS [VIII?] S.C.—*i.e.*, "nineteenth year of tribunicial power," which seems to fix the date as 157. (3) A bronze coin (*folles*?) of Constantine the Great (307-337); head of the emperor to right, with inscription, IMP. CONSTANTINVS P.F.AVG. Reverse: figure of a nude warrior with helmet, spear and shield, inscribed MARTI PATRI PROPVGNATORI. S.C. and in the exergue, P(T?)R (minted at Trier). This appears to have been coined rather early in Constantine's reign.

Nothing in the circumstances of the find shows the reason for this deposit at a site where Roman occupation is not known.

## A ROMAN COIN FROM HARDKNOT.

Dr. C. A. Parker of Gosforth writes, May 7th, 1916:—At Brotherelkeld lately I was shown a silver coin picked up in the middle of Hardknot fort. One side bears an elephant; the other, what looks like a trophy; underneath is AF . . . ., suggesting "Africa."

## HENRY F. KETEL'S GRANT TO THE HOSPITAL OF ST. JOHN OF JERUSALEM (Bodleian Library, Cumberland Charters, No. 1).

Sciant presentes et futuri quod ego Henricus filius Ketelli de Cornay dedi et concessi et hac presenti carta mea confirmavi Deo et beate Marie et sancto Jochanni et sancte domui hospitali Ierosolimitano et fratribus ejusdem domus totam terram meam de Bracchanethait—scilicet, hiis divisus : De porta que est super ripa de Kirkesletbec et usque ad fossum adversus montem et de capite fossi per sepem que extendit se extra Startuues usque Blasich et dein sicut Blasich cadit in Bracamethattbec et per rivulum illum descendentem usque ad fossum in australi parte de Brachanethait et ita per fossum usque ad Kirkesletbec et per Kirkesletbec ascendentem usque ad predictam portam : pro salute anime mee et antecessorum meorum et successorum, in puram et perpetuam elemosinam, liberam et quietam ab omni seculari servitio et exactione et consuetudine, cum omnibus libertatibus et liberis communibus et aisiamentis infra villam et extra de Cornay et de Suterschod pertinentibus, ita ut aliqua elemosina melius et liberius potest dari aut teneri. Et ego et heredes mei warantizabimus totam predictam terram predictis fratribus hospitalis Ierosolimitani contra omnes homines et gentes. Hiis testibus : Waldevo decano de Caupland, Thoma persona de Botel, Ricardo persona de Cornay, Willelmo capellano de Wai-butthait, Ricardo filio Alani, Rogero filio Thome et Jochanne fratre suo, Jochanne filio Henrici, Henrico filio Ulf, Adam filio Liolf.

This charter has been transcribed, and kindly sent for these *Transactions*, by Mr. John Brownbill, M.A., editor to the Historic Society of Lancashire and Cheshire, whose recent publication of the *Furness Couchev*, vol. ii, part I, is noticed later. He remarks that the writing is indistinct in places, and that Turner and Coxe's Catalogue of the Bodleian charters gives *Rocelli* for Ketelli in the name of the grantor. There is no doubt, however, that it records the gift by Henry son of Ketel of Cornay "to God and the blessed Mary and St. John and the holy house of the hospital at Jerusalem and the brothers of that house" of all his land of Bracchanethait; the boundaries of which are "from the gate on the bank of Kirkesletbec to the ditch over against the hill; from the head of the ditch along the hedge outside Startuues to Blasich (Bleasike) and along Blasich and Bracamethattbec to the ditch in the south part of Brachanethait, and along the ditch to Kirkesletbec, and so to the gate": with all liberties, common and easements in

and about the vill of Cornay and Suterschod. Witnesses:—Waldeve dean of Caupland (Copeland), Thomas parson of Botel (Bootle), Richard parson of Cornay, William chaplain of Waibut-thait (Waberthwaite), Richard son of Alan, Roger son of Thomas and John his brother, John son of Henry, Henry son of Ulf, Adam son of Liolf.

The witnesses suggest that this is the Corney in South Cumberland, though there was a Corney in Amounderness (now Cornraw) and a Brackenthwaite near Ormskirk. Dr. James Wilson's edition of the *St. Bees Register* helps to identify some of these witnesses; Waldeve and Thomas, late twelfth and early thirteenth century; Richard f. Alan, owning land in Hensingham, Bolton-in-Gosforth and Santon-in-Irton, granted No. 431 *St. Bees* and occurs in *Pat. Rolls* 1229-32; a John, brother of Roger f. Thomas witnessed *St. Bees* ill. doc. xvii with Edward de Cornay, early thirteenth century. Henry f. Ketel himself witnessed *St. Bees* 68, with Waldeve dean of Coupland. A Ketel of Santon, Bolton and Seaton (adjoining Corney) had a son Alan 1209-10 (*St. Bees*, p. 431 n.) but the family of Henry f. Ketel remains to be identified.

The site of the gift is also uncertain. There was a Brackenthwaite at Whitehaven, and Startoes is a farm on Whillimoor. But if the land was in South Cumberland, *Startuues* (not very clear in the original) might represent Storthes and Stords pike, and the "gate" might be Foldgate, on the beck which runs by Corney church—the Kirke-slet-beck (good Norse for "Church-field-brook") of the document. In that case the moor between Corney, Buckbarrow, Prior Park and Kinmont would be Henry's gift; but the rather common name of Brackenthwaite does not appear on the map of that area at present.

A thorough study of the local possessions of the Knights Hospitallers of St. John of Jerusalem is needed, and would no doubt solve this problem incidentally.

FIVE DEEDS, TRANSCRIBED FROM ORIGINALS IN HIS POSSESSION,  
BY MR. N. N. THOMPSON, OF ST. BEES.

I.—Bond in £100 by Thomas Bateman of Kendal & Nicholas Byrkhed of the same to Walter, Thomas, Robert, James and Isabella, the children of Robert Chamber deceased. Given October 9, 1552.

Condition of this obligation is suche that if thabove named & bounden thomas bateman one of the supervisors of the last will & testament of Robert chamber appon his behalff do well justelie

P. 294, line 29, add :—

A Brackenthwaite is marked on Greenwood's Map of 1821-2 close to Ulpha Old Hall. This suggests that the land in question may be a piece between the Duddon and the Storthes "hedge" or fence, which is apparently marked on the same map as running north and south, a mile west of this Brackenthwaite.

& truelie duringe the minorite & none age of the chyldren of the said Robert chamber nominated executors in the said testament observe kepe fullfyll & accomlishe all & singler articles speciefied therin in place & auctorite of the said chyldren & kepe save & defend all kynd off commodities profites & emolimentes as they stand in possession of or of right aught to do by deathe or descente of their said father & also bringe upe all the same chyldren with all thinges necessarie for them to have accordynge their degre to suche tymes they & every of them shall cumto & be of sufficient age & yeres of discretion & then delyver to them all suche portions & legices as they aught & shuld of right have bie departure of their said father as doith appere in the Inventarie & testament made of their said father goodes then this obligation to be void & of noone effect or els to stand in ffuul strenghe & vertue.

## II.—A CONVEYANCE, CALDER, 1554.

Thys Indentur mayd at cauder the Vth day of may In ye fyrst zere of ye reigne of our most gracious quene marye betwene Wylliam mughton of cauder in ye parryche of punsonbye in ye cownty of cumberland on ye one parte & John taylzere layt ye son of Wylliam taylzere in ye same cownty on ye other parte, Wyttnesseth & racordethe yt ye sayd partes ar agreit in forme folowyng yt is to say yt I ye sayd Wylliam mughton hath sold & gewyne vz all my tennand Ryght & tytyll in & of one place lying in cauder towne wyth all ye profetts belongyng therto, to one John taylzere lait ye son of Wylliam taylzere to hym & to his assyignes for ever more doying ye dewtye to ye landes lord therof after dew & Ryght custom; so doying; I ye forsayd Wylliam mughton my brother John mughton nor no other in my name shall never make schalandg clam nor tytyll to ye forsayd place ne no part of it from the day of makyng of thys our wrytting I exclud me & all myne fore ever more; also for ye which place tytyll & tenand ryght I ye forsayd John taylzere grantes to pay or cause to be payt to ye sayd Wylliam or to his assignes xviii<sup>th</sup> vj<sup>s</sup> viij<sup>d</sup> of gud & lawfull monay of yngland, yt is to say at ye day of makyng herof xiiij<sup>th</sup> vj<sup>s</sup> viij<sup>d</sup> & at qwytsunday came a twevemuth after or within viij<sup>th</sup> days before or after v<sup>th</sup>—in wytnes herof ayther parte to other to thys our wrytting have sette our seales ye day & zere abovesayd; for ye more trew performans herof ayther parte to other hath put in two suertys bownd in with band yt is to say vij<sup>th</sup> x<sup>s</sup> apece yf ye contrare be found in auther parte to forfayt ye sayd band to ye other parte, yf both the partes well & truly perform & kepe all thesse premessys than

thys band to be voyd & of none effeyct, but yf the contrare in  
 auther parte than the sayd band to stand in full strynght and  
 vertu, suertys for Wylliam mughton, nycholas mughton & Thomas  
 dycson ; & suertys for John taylzere mr. Wylliam curwyne &  
 anthony fletcher ; Wyttnes mr. edmond curwyne nycholas towison  
 Robart towison and Wylliam taylzere wyth other mo

p me Wylliam mughton	for my suertys
(L.S.)	(L.S.)

III.—SIR THOMAS STRICKLAND TO ALAN CHAMBER & ANOTHER.  
 A POWER OF ATTORNEY, 1610.

To All manner of Persons to whome this presente writing shall  
 come, Be yt knowen, That I Sir Thomas Strickland of Sysargh  
 in the Countye of Westmerland knight have assigned and ap-  
 poynted, And also hereby auuthorised my servantes Allan  
 Chamber and John Ayrey to enter into all my messuages Landes  
 and Tenements lyeing and being within the Countye of Westmer-  
 land aforesaid, Except Parkes and Demeane Landes which are  
 in my owen actuall possession and to Survey and vend all manner  
 of Trees and woddes as well spring woddes as others and thereof  
 to make bargane and Sale to any person or persons for such  
 reasonable summes of money to be payed to me or to my use as  
 they Can bargane and Sell the same for, and to agree with all and  
 every particular person and persons to whome they can sell any  
 such woddes or Springwoddes, That I the said Sir Thomas my  
 heirs or Assignes shall make good assuerance such as the Councell  
 Learned of the buyers and of me the said Sir Thomas shall thinck  
 fitting and reasonable, As well that they may enioye for ever all  
 the said woddes as allso utterly to distroye the Springwoddes  
 and to Convert the soyle whereupon such growe into Tillage or  
 other husbandrye at their Likeing, And I do hereby Ratefye  
 Confirme and allowe all and whatsoever the said Allan Chamber  
 and John Ayrey shall do or lawfully procure to be done in the  
 premisses as my owen act and deed, In wytnes whereof I the said  
 Sir Thomas Strickland to this my presente writing have putt my  
 Seale the seventh day of maye in the yeares of the Raigne of our  
 Soveraigne Lord James by the grace of God king of England  
 Scotland ffrance and Ireland Defendor of the fayth &c. viz. of  
 England ffrance and Ireland the Eight and of Scotland the three  
 and fortyeth, 1610.

Sealed and delivered in the presence of .	Th : Stirckland
Jarvis Stirckeland	
Thomas Baron	(L.S.)

## IV.—A FINE ; IRTON AND GOSFORTH, 1684.

Hec est finalis Concordia facta in Curia Domini Regis apud Westmonasterium a die sancte Trinitatis in tres Septimanas Anno regnorum Caroli secundi Dei gracia Anglie Scocie Francie & Hibernie Regis fidei defensoris &c. a Conquestu tricesimo sexto Coram Thoma Iones Hugone Wyndham Iob Charlton & Creswell Levinz Iusticiariis Et postea a die sancti Martini in quindecim dies Anno regnorum eiusdem regis Caroli supradicto ibidem Concessa & recordata Coram Thoma Iones Iob Charlton Creswell Levinz & Thoma Street Iusticiariis & aliis domini Regis fidelibus tunc ibi presentibus Inter Thomam Crosby generosum & Iohannem Hudson querentes et Iohannem Irton Armigerum Iohannem Fletcher generosum & Elianoram Uxorem eius Brigittam Kirkham & Iacobum Danson deforciantes de Manerio de Irton cum pertinenciis Ac de ducentis acris terre Viginti acris prati Undecim solidatis & octo denaratis redditus & communia pasture pro omnibus averiis cum pertinenciis in Irton & Gosforth Unde Placitum Convencionis summonitum fuit inter eos in eadem Curia Scilicet quod predicti Iohannes Irton Iohannes Fletcher & Elianora Brigitta & Iacobus recognoverunt predicta Manerium tenementa & communiam pasture cum pertinenciis esse ius ipsius Thome Ut illa que iidem Thomas & Iohannes Hudson habent de dono predictorum Iohannis Irton Iohannis Fletcher & Elianore Brigitte & Iacobi Et illa remiserunt & quietam clamaverunt de ipsis Iohanne Irton Iohanne Fletcher & Elianora Brigitta & Iacobo & heredibus suis predictis Thome & Iohanni Hudson & heredibus ipsius Thome imperpetuum Et preterea idem Iohannes Irton Concessit pro se & heredibus suis quod ipsi warrantizabunt predictis Thome & Iohanni Hudson & heredibus ipsius Thome predicta Manerium tenementa & communiam pasture cum pertinenciis contra predictum Iohannem Irton & heredes suos imperpetuum Et ulterius iidem Iohannes Fletcher & Elianora Brigitta & Iacobus Concesserunt pro se & heredibus ipsius Iohannis quod ipsi warrantizabunt predictis Thome & Iohanni Hudson & heredibus ipsius Thome predicta Manerium tenementa & communiam pasture cum pertinenciis contra predictos Iohannem Fletcher & Elianoram Brigittam & Iacobum & heredes suos imperpetuum Et pro hac recognitione remissione quietam clamancia warrantiis fine & Concordia iidem Thomas & Iohannes Hudson dederunt predictis Iohanni Irton Iohanni Fletcher & Elianore Brigitte & Iacobo trescentas libras sterlingorum.

*Endorsed* : Deliberatum per proclamationem secundum formam statuti.

This is the final agreement made in the Court of our Sovereign Lord the King at Westminster from the day of the Holy Trinity in three weeks in the thirty-sixth year of the reign of Charles II by the grace of God King of England Scotland France & Ireland Defender of the Faith & so forth Before Thomas Jones Hugh Wyndham Job Charlton & Creswell Levinz Justices And afterwards from the day of St. Martin in fifteen days in the above named year of the said King Charles in the same place granted & recorded Before Thomas Jones Job Charlton Creswell Levinz and Thomas Street Justices of our Lord the King & others then & there present Between Thomas Crosby Gentleman & John Hudson plaintiffs and John Irton Esquire John Fletcher Gentleman & Eleanor his wife Bridget Kirkham & James Danson deforciantes Of the Manor of Irton with the appurtenances And of two hundred acres of land twenty acres of meadow eleven shillings & eightpence rent & common of pasture for all cattle with the appurtenances in Irton & Gosforth Whereupon a plea of covenant was summoned between them in the same Court That is to say that the aforesaid John Irton John Fletcher & Eleanor Bridget & James have acknowledged the aforesaid Manor tenements & common of pasture with the appurtenances to be the right of him the said Thomas As those which the said Thomas & John Hudson have of the gift of the aforesaid John Irton John Fletcher & Eleanor Bridget & James And those they have remised & quitclaimed from them the said John Irton John Fletcher & Eleanor Bridget & James & their heirs to the aforesaid Thomas and John Hudson & the heirs of the said Thomas for ever And moreover the said John Irton has granted for him & his heirs that they will warrant to the aforesaid Thomas & John Hudson & the heirs of the said Thomas the aforesaid Manor tenements & common of pasture with the appurtenances against the aforesaid John Irton & his heirs for ever And furthermore the said John Fletcher & Eleanor Bridget & James have granted for them & the heirs of the said John that they will warrant to the aforesaid Thomas & John Hudson & the heirs of the said Thomas the aforesaid Manor tenements & common of pasture with the appurtenances against the aforesaid John Fletcher & Eleanor Bridget & James & their heirs for ever And for this acknowledgment remise quitclaim warranties fine & agreement the said Thomas & John Hudson have given to the aforesaid John Irton John Fletcher & Eleanor Bridget & James three hundred pounds sterling.

Endorsed: Delivered by proclamation according to the form of the statute.



[Hugh Wyndham died 1684 and apparently before this case was finished, which would account for *Et postea* with another Judge brought in. Creswell Levinz, of Trinity, Camb., was Judge of Common Pleas 1680-6 and in 1688 one of the Counsel for the seven Bishops. His brother Baptist Levinz, of Magd., Oxford, was Bishop of Man].

#### V.—CASE ABOUT HERIOTS CUSTOME.\*

By a Decree (Richmond & Marquesse fees Mich : Term 17 Ja : 1 Anno Domij 1618 [*sic*]) Between Charles Prince of Wales and the Tenants of the said Fee Obtained in the Exchequer, It's Ordered and Settled inter alia in hec Verba:—" And also they " the said Tennants their heirs and Assignes respectively Yeild-  
" ding and paying Heriots, Suit of Court, Duties and Services as  
" is aforesaid and being Subject to such other Customes as is in  
" his Highness said Barony and the severall mannors or Lordships  
" and Lands within the same have been antiently used and Ac-  
" customed.

Note—The Reference by the words *as aforesaid* is to the Defendants answer (the Decree being upon Bill and Answer) wherein are these words as to Heriots in that part thereof where the Tenants claim their Rights:—" And upon the Death of every  
" Tennant dying Seised of a Tenement leaving a Widow behind  
" him an heriot for which she was to enjoy her Husbands Cust-  
" tomary *Estates* during her widowhood only.

The Tennants of Appleshwaite of the Richmond Fee do from the above Clauses in the Decree insist on nonpayment of more than one heriot though they have never so many Tenements or parcells of Tenements in the same Mannour to which the eight Ensuing Articles or answers are Given.

1.—That Heriots must be multiplied by Rule of Law as adjudged in Bruertons and in Talbuts Cases in Cooks Reports to wit on Splitting the Tenancies.

2.—That the Decree naming *Tenement* in the Singular Number draws a Repugnant ungrammatical or illogically conclusion or Inference in the Plurall by the words *Estates* and consequently a conclusion contrary to or not warranted by the premisses and consequently Void (the Case of *Estates* in the plural not being stated in the Decree but only that of a *Tenement* in the Singular Number) and Suppose a Tenement is £16 per annum and half of it is sold of q[uare] whether of the Moieties shall remain heriot-

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\* See Burn's *Westmorland*, pp. 24, 25.

able if the heriots be not multiplied and is it not absurd to call a moiety a parcell and do not after uno absurdo dato mille sequi & whereof some more instances ensue.

3.—That if the rule of law be not Observed the Crown may be Disherited of this Duty for if a Tennant has a Dwelling house and Severall Closes belonging to it and aliens the Closes to so many different men and if widows of these new purchasers are to pay no Heriots (which are to be optima animalia) for such parcells then no heriot can be got for any part of the whole Tenement in regard that no stock of Catle can be raised upon or out of a Dwelling house so that the Decree as construed by those Tennants may have such disheriting Consequence which Consequence therefore no Decree can maintain much less against the Crown whose Treasure is y<sup>e</sup> ancient defence of y<sup>e</sup> realme.

4.—That every part of a Customary Tenement is of the same Tenure and Quality of the whole and consequently on Severance or alienation of part must in Case of undevidable Services necessarily multiply them as not being apporcionable like Rents.

5.—That the multiplications in 1st and 4th Articles arise from the Tennants own Acts of alienacions and purchasers Act of buying and so Volenti non fit injuria.

6.—That the King is Intitled to the 3rd part of the Value of the Richmond Fee Heriots and therefore my Lord Viscount Lonsdales neglect of the Seising heriots when due may endanger his Lordships Lease as tending to disherit y<sup>e</sup> crown of its due heriots.

7.—That for reasons in 6th Article his Lordship can make no new Agreement with the Tenants without the Crowns Concurrence.

8.—That in the year 1710 the Steward and other Officers of ye Richmond & Marquisse fees had an Amicable Conference with Mr. George Wilson and Mr. Knowles Solisitors for the Tennants (a Chancery Cause against the Tennants for Generall Fines and parcell heriots being then Depending and a Commission to Examine Wittnesses being then ready to be Executed) when those Solisitors never insisted on the Decree as to parcell Hariots but on the other hand an Agreement was reduced into 5 Items whereof the first was in hec Verba :—

20 September 1710

“ That when and as often as any of the said Tennants shall  
 “ dye Seised of any Customary Tenement or parcell of a Tenement  
 “ held of the said Fees or either of them and leaving a widow  
 “ behind him such Widow shall upon her husbands Death be  
 “ obliged to pay to the Lord or Lady of the said Fees for the time  
 “ being 3 years old Rent of all such Tenements or parcells of

" Tenements as her said husband so dies Seised of and this to  
 " be in lieu and Satisfaction of all heriots whatsoever (by which  
 " word *heriots* parcell heriots were impliedly admitted) and the  
 " widdows upon such payments to enjoy their Customary Estates  
 " during their chaist Viduitys—See whole Agreement in Mr.  
 " Cockells Custody.

1st February 1710. By Letter from Mr. George Wilson to Mr. Chambre he tells him that Mr. Needler (Lady Lonsdales Sollicitor) and he had on a joint Fee consulted Mr. (afterwards Lord Chief Baron) Dod \* about an Exchequer Decree for Settling the Agreement who said it wou'd not be done without an Act of Parliament so the Suit never proceeded after and Mr. Chambre for the said 8 reasons (none whereof ever received any Sufficient Answer) even advised Seisure of heriots for every Tenement or parcell and in fact all pretences to the contrary were given up by Mr. George Wilson at the said Conference.

Objection.—That it hath never been practised since the Queen Dowagers Decease to take more than one heriot in the same mannour.

1st Answer.—Supposing but not admitting the truth of such nonpayment or non Seisure then it will follow if that Omission shall have weight that all the 6 first Articles must be subverted and all the Repugnancies false illogically conclusions and all consequences therein named be Established.

2 Answer.—That the Queen Dowager being only Tennant for life of the said Fees and the said Tennants being numerous and wealthy and likly to Confederate and Join purses and the Tennants in those days often insisting on the ungrammaticall or illogically word *Estates* as above quoted out of the Decree the Lords of her Councell and her Officers sometimes Omitted taking more than one heriot where more were due rather than Engage her in Suits against a confederacy when pending such Suits her Majesty might possibly have Deceased and on this Omission is this Objection Grafted.

3 Answer.—That defaults Exactions &c of Bailiffs shall never Dishherit the King or other Lordship of Mannors the bailiffs Office being only for the benefit of Lords unless where their Acts or Defaults are by their Lords particular Order.

2 Objection.—That y<sup>e</sup> tenants paid near £3000 for y<sup>e</sup> decree of confirming their customes & so ought to be bettered then they were before.

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\* Sir Samuel Dodd, Lord Chief Baron, 1714.

Answer.—Had their fines beene certain (as are not those of y<sup>e</sup> Lumley fee—which is one quarter of y<sup>e</sup> barony & with the Richmond & Marquesse fees composes the whole barony) then the decree was needlesse wherefore it must principally have beene obtained for ascertaining y<sup>e</sup> fines & so answers this objection, as there cannot be anything in it.

Aln. Chambre.

#### SEVENTEENTH-CENTURY NONCONFORMISTS.

Mr. William Brown, F.S.A., sends the following, copied by him at Lambeth Library :—

Lambeth MS. No. 946, fo. 18.

Feb. 17, 1658-9. Presentations by William Steele, lord chancellor of Ireland, Sir John Thorowgood of Kensington knight, George Cowper, Richard Yong, John Pecok, Ralph Hall, Richard Sydenham, John Humfrey and Edward Crossett, trustees by several Acts of Parliament for maintenance of ministers, of John Collier, minister of the word, to the vicarage of Crosby, co. Cumberland, void by the relinquishment of the last incumbent or by any other ways whatsoever.

Ibid, no. 947, fo. 19.

"April 7, 1659. These may certifie whom it may concerne y<sup>t</sup> Mr Jeremiah Marsden had a call by y<sup>e</sup> Court of Maj<sup>r</sup> and Aldermen of Kendall, in y<sup>e</sup> County of Westmorland, in order to his settlement there; and hitherto hath been continued preaching Lecturer in y<sup>e</sup> said parish church of Kendall; and hath received after y<sup>e</sup> rate of 15<sup>l</sup> per anū due to the Lectur<sup>r</sup> there, in y<sup>e</sup> dispose of y<sup>e</sup> said Court, in y<sup>e</sup> behalfe of my selfe & some others of y<sup>e</sup> said Court, do nominate y<sup>e</sup> said Mr Jeremiah Marsden, to continue Lectur<sup>r</sup> thereof. Given under my hand & seale, y<sup>e</sup> day and yeare abovesaid. Ja: Cock."

Seal, good impression, a tree between I.C.

[Further information about Jeremiah Marsden is given in *The Older Nonconformity in Kendal* by Francis Nicholson and Ernest Axon, pp. 58-63].

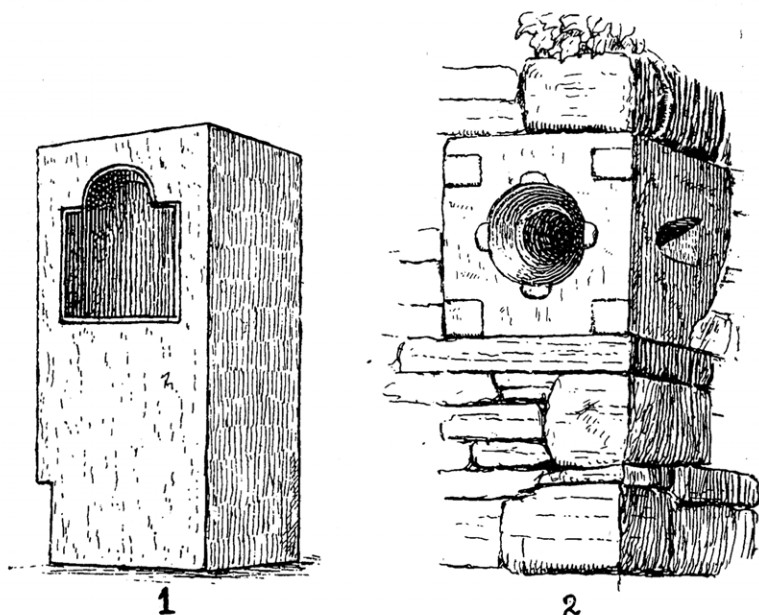
#### STONES OF UNEXPLAINED ORIGIN AT HAWKSHEAD.

By H. S. COWPER, F.S.A.

The accompanying illustration represents certain worked stones built into an outbuilding at Green End near Hawkshead, the age and origin of which are a great puzzle to me. These stones were largely covered with ivy and were only recently noticed, but the building is believed to have been built about 1843 out of the

materials of a front-door porch which was destroyed about 1830 or 1831, when the residence was enlarged. No drawings are preserved of this porch, but the presumption is that it was of considerable age.

In this building there are a good many dressed red-sandstone blocks, some with mouldings like lintels, and two each of the curious types I have shown in my sketches 1 and 2.



The type in sketch 1 is an oblong rectangular block, 24 inches high,  $11\frac{1}{4}$  inches wide, 7 inches deep, with a recess or niche,  $7\frac{3}{4}$  inches wide,  $8\frac{1}{2}$  inches total height, 4 inches deep, with a semi-circular-shouldered head and a simple moulding round it. It is worked out at one side for  $4\frac{1}{2}$  inches from bottom, no doubt for fitting upon another stone.

The type shown in sketch 2 is a cubical dressed stone, measuring  $11\frac{1}{2}$  inches by 12 inches, on what was evidently originally the top side, where we find a basin 7 inches in diameter with four small semicircles raised and four slightly raised squares ( $2\frac{1}{4}$  inches square). From the bottom of the basin a channel leads to an outlet 3 by  $4\frac{1}{2}$  inches, and both stones have been worked away on opposite sides evidently to fit on the other stones.

When first I saw these stones I regarded them as ecclesiastical and possibly having been originally at Hawkshead Hall or Hawkshead Church, but I was unable to reconcile them in my mind as having anything Gothic or Pre-Reformation in style about them. I have submitted the drawings to Mr. Collingwood, Mr. Curwen, Sir W. H. St. John Hope, and Mr. Peers, and though these gentlemen have made certain suggestions, none of them appear to me even possible. Both the last named (very eminent) authorities on Mediæval buildings, say they are not ecclesiastical mediæval, and I am inclined to agree. The question remains what is their object and what their date.

I should mention that I am not aware of any building (except of absolutely modern date) in or near Hawkshead in which dressed red freestone was used except the church and Hawkshead Hall. The universal material was the rough hard Silurian stone.

I have just one suggestion. Green End belonged to Mr. Braithwaite Hodgson, descended from the Braithwaites who owned at one time Ferry Nab, Briers, Harrow Slack and property on Windermere facing Belle Island (Long Holme). Is it possible that these stones came from some imitation Gothic or Monastic building on that island or possibly on the Lancashire shore but for the use of the island, such as a boathouse? Mr. English's fancy house was built on the island in 1776. Harrowslack opposite the island belonged in 1796 to Mr. Braithwaite Hodgson who also owned Green End. This is a guess: there is no tradition of it among the descendants of Mr. Braithwaite Hodgson, who still live at Green End.

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