

## ADDENDA ANTIQUARIA.

## A BLOOMERY NEAR ESKDALE GREEN.

Early in 1919 the attention of our member Miss Mary C. Fair was drawn to a site about 300 yards south-west of Forest Howe in Eskdale, West Cumberland, where the work of moles had recently exposed fragments of iron slag. A little later the burning of the whins at the same place laid bare some vestiges of a great circular hearth or smelting furnace, 12 yards in diameter, and a number of heaps of cinders, slag and ore, lying on both sides of the road leading from Forest Howe to Muncaster Head. Specimens of the slag and hematite were collected by Miss Fair, together with fragments of pottery from the hearth. Of these fragments, two are identified by Mr. R. G. Collingwood as pieces of Roman tile, and a third as an amphora-rim of the regular type, in coarse buff ware with a good deal of quartz and mica-sand in it. These suggest that the bloomery is Roman, because such pieces of pottery are of the kind which is least likely to wander into a non-Roman site. The position of the bloomery can easily be placed on the map facing p. 17 of this volume by a mark a quarter of an inch S.W. of Forest Howe; and it will then be seen to be near the line of the Roman road and less than  $\frac{3}{4}$  mile from the Roman tile-kilns. The size of the hearth, also, takes it out of the series of small (medieval) bloomeries in our district, which are usually from 7 to 9 or 10 feet in external diameter (see, for example, these *Transactions*, O.S., xv, pp. 213, 225). It appears that Miss Fair has been so fortunate as to discover a smelting furnace of Roman age. On maps, and elsewhere, many of our small bloomeries have been described as Roman, but without evidence, or contrary to the evidence found in digging. This site, and one at Muncaster Head, with a small hearth of 10 feet diameter, also noticed by Miss Fair, ought to be explored further, with the help of our Research Fund.

## DEED OF STEPHEN ASPLON OF HEPP' (1363).

*Exhibited at Carlisle, May 1st, 1919.*

Mr. Blair sends the original—with seal—in very good preservation, for exhibition; and he is so kind as to offer it to our society,

if it should be shown to relate to the *Hepp* or Shap in our district.

From Mr. William Brown's transcript the following translation (condensed) is offered :—

“ Stephen Asplon' of Hepp' grants to Isabella daughter of the late Stephen Le Smyht of the same place one rood of land in the crofts of Hepp' adjacent to the croft of the late Joan Pope on one side and on the other to the Bernweye, on the usual terms of service to the lords of the manor. Witnesses, Stephen Caldwele, Gilbert Le Deye, John Le Smyht, John Grymsyk', John Hunne, etc. Given at Hepp'. Saturday in Martinmas, 37 Edward III.”

The difficulty in attributing this to Shap is the unfamiliarity of the names. Mr. Ragg, who has been working at Shap records, and has seen the transcript, remarks that he has seen the name of Aspilon in some northern documents as well as in a Yorkshire inquisition; and there is a Caldwell in Yorkshire. The Bernweye is unfamiliar to him, and he suggests *Hepple* in Northumberland as the possible meaning of Hepp', which is the contraction of a place-name. Mr. Blair had thought it might be Hepscot near Morpeth. Unless we can trace at Shap a Bernweye (? Barnway) and the family names of Asplon, Smith, Pope, Caldwell, Deye, Grimskyke and Hunne we cannot claim the document as local.

#### ST. LEONARD'S HOSPITAL, KENDAL.

In continuation of notices of this place, the following may be added:—

“ May 14, 35 Eliz. (1593). William Typper and Roberte Dawe, of London, gent., granted to Myles Doddinge of the parrish of St. Dunstan, in fletee streete, London, gentleman, the rents heretofore paid to the Quenes Maiestie, now arising from the lands of the late Hospital of St. Leonard, near Kyrby Kendall . . . paying to the Queen, her heires, and successors twelve pence yearlie for the Hospital lands . . .” (original deed in possession of the late Harper Gaythorpe, printed in *Furness Lore*, 1900, p. 45).

Mr. Gaythorpe noted that “an inclosure called Dodding Ground is within one mile of the site of the Hospital, the patronage whereof was given by William de Lancastre to the Priory of Conishead”; and Conishead was subsequently the seat of Myles Dodding.

JOHN FLEEMING TO ROBERT SHEEPHEARD (1640).

*Transcript of the original deed, exhibited at Kendal, Sept. 19th, 1918, by Mr. N. N. Thompson.*

To all Christian people to whome this present Deed or writing shall Come or it shall reade see or heare John ffleeming of Beckecoote in the Countie of Cumberland yeoman sendeth greeting in our lord God everlasting Knowe yee that I the said John ffleeming for Divers good causes and considerations me nowe moveing and especially for and in consideration of the wholle and iuste Summe of Threescoore and Eight poundes of good and lawfull monie of England to me the said John ffleeming by Robert Sheepheard of Highhouse in the Countie aforesaid Batchler before the sealling and Deliverie of these presentes well and truely paid whereof and wherewith I the said John ffleeming Doe acknowledge graunt and confesse myselfe to be fully contented satisfied and paid and thereof and of everie parte and parcell thereof Doe clearly exonerate acquite and Discharge the said Robert Sheepheard his heires executors administrators and assignes and everie of them for ever by these presentes: Have aliened bargained solde given graunted assured assigned surrendered and confirmed and by these presentes with the leave and licence of the Right worshipfull Dame Margaret Curwen \* of Roddington my land ladie for me my heires and assignes Doe clearly and absolutely alien bargaine sell give graunt assure assigne surrender and confirme unto the said Robert Sheepheard his heires and assignes for ever The Moitie or halfe parte of all that Messuage and Tenement with thappurtenances commonly called and knowne by the name of Beckecoote scituate lying and being within the Mannour or lordshipp of Calder in the Countie of Cumberland which said Moitie or halfe parte of the said Messuage and Tenement with thappurtenances is of the annuall or yearly Rent of Three shillings and Seaven pence now or late in the tenure or occupation of me the said John ffleeming or my assignes And also all and singuler houses edifices buildings orchardes gardens garthes Toftes Croftes landes meadows pastures feedinges commons common of pasture peates and turbarie moores mosses waters wayes easementes liberties freeliges privileges profittes commodities advauntages and appurtenances whatsoever to the said Moitie or halfe parte of the said Messuage and Tenement belonging or in anie wise appertaining or to and

\* Daughter of Thomas Bouskill of Heversham—second wife and widow of Sir Henry Curwen, who died 1623. The lordship of Calder was her Jointure. She was buried at St. Bees, May 2nd, 1656.

with the same for the said yearely Rent commonly used occupied or enioyed and now accepted taken reputed or knowne as parte parcell or member thereof or as belonging thereunto And allso all my estate interest title Tenauntright clayme and Demaund whatsoever thereof and of everie parte and parcell thereof Together allso with all such Deedes evidences and writings whatsoever as I the said John ffleeming have or may lawfully come by without suite in law touching onely the said bargained premisses To have and to holde the said Moitie on halfe parte of the said messuage and Tenement and all other the premisses herein before mencioned or intended to be bargained and solde and everie parte and parcell thereof with thappurtenances unto the said Robert Sheepheard his heires and assignes to the sole and proper use and behoofe of him the said Robert Sheepheard his heires and assignes for ever according to the Custome of Tenauntright used and allowed within the mannour or lordshipp of Calder afforesaid by the payment of all Rentes fynes harriotes and by Doeing of all Dueties and services therefore from henceforth to be Due and of Right accustomed And I the said John ffleeming Doe covenant and graunt for me my heires executors administrators and assignes and everie of us to and with the said Robert Sheepheard his heirs and assignes by these presentes That I the said John ffleeming now have good perfect and lawfull estate interest power and authoritie to convey and assure the said Moitie or halfe parte of the said Messuage and Tenement and premisses herein before mencioned to be bargained and solde and everie parte and parcell thereof with thappurtenances unto the said Robert Sheepheard his heires and assignes for ever And that he the said Robert Sheepheard his heires and assignes att all tymes and from tyme to tyme hereafter shall and lawfully may have holde occupie and enioye the said Moitie or halfe parte of the said Messuage and Tenement and all other the premisses herein before mencioned to be bargained and solde and everie parte and parcell thereof with thappurtenances without lawfull eviction expulsion putting forth interruption molestation or Disturbance of me the said John ffleeming my heires or assignes or anie of us or of anie other person or persons whatsoever haveing or lawfully clayming or which hereafter shall have or lawfully clayme anie lawfull estate interest Tenauntright or title whatsoever of in or to the same or anie parte or parcell thereof by reason of anie former lawfull Right title or act whatsoever (The Rentes Dueties and services from henceforth to be Due to the lordes thereof for the tyme being onely excepted and foreprised). And I the said.

John ffeeming Doe covenant and graunt for me my heires executors administrators and assignes and everie of us to and with the said Robert Sheeheard his heires and assignes att all tymes and from tyme to tyme hereafter within the space of seaven yeares next to come after the Day of the Date hereof shall and will Doe make knoweledge and suffer or cause to be Done made knoweledged and suffered all and everie such further lawfull and reasonable act and acts thing and things Devise and Devises in law conveyance and conveyances whatsoever of and upon the said Moitie or halfe parte of the said Messuage Tenement and premisses and everie parte and parcell thereof with thappurtenances for the further better and more perfect conveying assuring suertie and sure makeing thereof and of everie parte and parcell thereof unto the said Robert Sheeheard his heires and assignes for ever according to the true intent and meaning hereof Be it by Indentures of bargaine and saile Release Surrender or Surrenders or by all some or anie of the said wayes and meanes or by anie other lawfull wayes or meanes whatsoever as by the said Robert Sheeheard his heires or assignes or his or their Counsell learned in the law shall be reasonably Devised advised or required and att his and their Costes and Charges in the law Soe that I the said John ffeeming my heires or assignes or anie of us for the Doeing thereof be not compelled to travell forth of the Countie of Cumberland In witnes whereof to this present Deed or writing as my voluntarie act and Deed I the said John ffeeming have sett my hand and sealle the xij<sup>th</sup> Day of June in the xvj<sup>th</sup> yeare of the Raigne of our soveraigne lord Charles by the grace of God king of England Scotland ffrance and Irelande Defender of the faith &c. Anno Domini 1640.

John ffeeming      mark.

Memorandum that it is agreed between the above named parties that the said Robert Sheeheard his heires and assignes shall for ever have and enjoy all these houses which now are in the tenure and possession of William Towinson.

Sealed signed and lawfully Delivered in the presence of us

Margaret Curwen

Raphe Benn

Clement Parke

Henry Crosthwaite      mark.

Thomas Sheeheard      mark.

William Barne