

Original Documents.

CONTRACT FOR BUILDING A HALL AT HAMMES, OR HAMSEY, SUSSEX, 14 EDWARD II. (A.D. 1321), FROM THE MUNIMENTS OF THE DEAN AND CHAPTER OF WESTMINSTER.

Contributed by Mr. Joseph BURTT, Assistant Keeper of the Public Records.

WE are indebted to the kind courtesy of the Dean and Chapter of Westminster for the opportunity of presenting the following interesting document to our readers. The deed is doubtless found among the archives of the Abbey of Westminster by some accident, as the Abbey possessed no property at Hamsey; it held much elsewhere which came through the Say family, and in transferring the title deeds of some of the estates, those relating to Hammesay, situated in a parish near Lewes now known as Hamsey, were probably unintentionally handed over with them.

The Say family came to England with the Conqueror and held lands in various counties. The first notice of the De Sais in connection with Sussex is in the 26th of Henry III., when, according to the "*Testa de Neville*," William de Say held fourteen knights' fees in Hammes, "*de Honore de Warrenne*." In the reign of King John the De Sais reached the height of their distinction, Geoffrey de Say being one of the twenty-five barons on whom devolved the responsibility of ensuring that the king observed the stipulations of Magna Charta. Geoffrey was succeeded by William de Say, A.D. 1231. William was on the king's side in the barons' wars of the reign of Henry III. He died in the 56th year of Henry III., leaving William his son and heir. This William died 23 Edward I., leaving his son Geoffrey seised of the manor of Hammes among his other possessions. Geoffrey, in 34 Edward I., was engaged in the Scotch war. The following document was executed by him in the 14th year of Edward II., and he died in the following year. The date of his death is not mentioned in the Inquisition taken upon his decease.¹

The document which follows is of considerable interest for the illustration of the Domestic Architecture of the Middle Ages, as such contracts for the actual building of manorial residences are exceedingly rare. It shows that the terms now in use are the same that were employed in the time of Edward II., those terms being in Norman French.

Of the building itself no remains now exist, though the site is still

¹ See *Sussex Archæol. Collections*, vol. xvii. p. 70, from which many of the particulars above given are taken. The history of the De Sais, however, there detailed omits one generation; the Geoffrey de Say, who built the Hall at Hammesay, and upon whose death the Inquisition was taken in 15 Edward II., and who

then left a son seventeen years' old (*Escheats* 15 E. II., No. 41), could not be the Geoffrey who had livery of his lands in 19 Edward II. The son, however, would then be of age. The recurrence of the same Christian name doubtless caused the oversight.

visible. It stood at the east end of the church, from which it was only divided by a road. Mr. Elliot, writing to Sir William Burrell in 1777, said that within his memory "the foundations of the outer walls of the ancient house were visible, but are now wholly removed, and the area of the buildings, containing rather less than half an acre, is ploughed by the tenant, who told me that the plough had dragged up several parts of the old stone window and door-cases, now appropriated to other uses."

The mason who covenanted with Sir Geoffrey to erect the Hall at Hamsey, is described as of "Wogham," namely, Offham, an adjacent village, of which the name was anciently written Wougham, Oakham, or Woham. The position of the manorial seat of the De Sais, as described by Mr. R. Chapman, in his Parochial History of Hamsey, in the Sussex Archæological Collections, appears to have been well chosen for defence, being protected on the north by a steep embankment rising almost perpendicularly from the River Ouse, which supplied the purpose of a fosse or moat on all sides except the west, and on the west the mansion was approached by a rising ground.

Ceste endenture tesmoigne qe le sisme jour de Martz lan du regne nostre Seignur le Roy Edward fuiz au Roy Edward quatorzisme issi acoint entre Monsieur Geffrei de Say, chivaler, de une part, e Johan Rengwyne de Wogham, mason, de aultre part, ceo est asavoir qe le avaunt-dit Johan fra en le Manoir le dit Monsieur Geffrei de Hammes quatre murs de pere e de chaux pur une sale, des queux les deux murs de les costeres serrount sessaunte pees de long deins les murs, e vinttequatre pees de haut de la plaine tere; e les deus boutz serrount gables de tele longure qe la sale soit deins les murs de trentesis pees de lee, e de tele hautesse come le comble de la sale voudra suffire. E le dit Johan fra en la gable vers le West, qe serra au deys de la dite sale, une chimence qe avera de leour deins les ganbes sesse pees, e en la costere de la dite sale devers de suth une aultre chimen nef pees de lee, e les tuels de ambedeux les chimenees passerount de haut le summet de la sale treis pees. E le dit Johan fra en la costere de la dite sale devers le North treys fenestres croyses, cheskune sis pees de lee e de aultre tele hautesse come les murs porront suffire, e en la costere devers le Suth serra le us de la sale de covenantable leour e hautesse, e deus fenestres acordauntz as fenestres de la costere du North. E en la gable devers le Est serrount treis us, une pour la panetrie, une aultre pur la botelerie, e le ters pur une alee devers la cuisine. E auxi le dit Johan fra un mur de pere et de chaux a sesse pees du but de la sale de trentesis [pees?] de loung e dis pees de haut pur recevoir un pentis qe serra outre la panetrie e botelerie, e un us en mylu pur lissue devers la cuisine, e les eles acordauntz al costere del comble, e en cheskune ele une fenestre covenantable. Estre² ceo le dit Johan foera,³ treera e taillera toute la pere qe covendra pur les avaunt-ditz murs, us e fenestres, e chimenees, en toutes les places ou le dit Monsieur Geffrei voye qe soit a son profit, horspris la pere qe serra pur lastre⁴ e le reredos des avaunt-ditz

² Estre, *hors, extra*; besides; Kelham.

³ Foir, *fournier, fodere*, to dig, to quarry stone, &c. Kelham gives *foer* and *foder* in this sense; *foiance*, digging.

⁴ Atre, *astre*, le foyer, possibly from *atraius*, blackened, begrimed. See Roque-

fort. The material required for the hearths may have been procured from some greater distance than the other stone, possibly from the quarries of freestone near Reigate or Blechingly, and hence the exceptional clause in regard to its conveyance.

chimeneis countre le feu ; e le dit Johan foera sablon pour tutz les avauntiditz overaynes, e trovera chaux a ses custages, auxi ben pour les dites overaines come pour le coverir de toute la sale ove le pentys. E lavauntidit Monsieur Geffrei fra car toute la dite pere, chaux, e sablon sur la place on la sale serra faite ; e dorra au dit Johan, pour son overayne e tutz aultres custages susditz trentecink mars e un quarter de furment, e ly paera de moys en moys solom le espleit de son overayne, commensaunt al my quaremmes prochain apres la date de cest escrit avenir, issi qe tutz les avauntidit murs e les aultres overaynes soyent parfaitz, e lavauntidit Johan de son covenant purpae deins un an e demy prochain suivant le terme susdit. E a tutz cestes choses ben e loialment faire e accomplir le avauntidit Johan ad trove pleges, ceo est asavoir, Williame atte Rye e Richard Page, qe ensemblement ovesqe lavauntidit Johan obligent eux, lur heys e lur executurs, e tutz lur beins e chateux, ou qil soyent troves, a la destreese cheskun ministre nostre Seignur le Roy ou aultre bailif qe lavaunt Monsieur Geffrei voudra a ceo elire. En tesmoiance de queu chose les avauntiditz Williame et Richard a la partie de ses escritz [qe ?] demurt devers Monsieur Geffrei unt mis lur seaus, e a la partie qe demurt devers lavauntidit Johan lavauntidit Monsieur Geffrei ad mis son seal. Donne a Hammes, lan et jour susditz.

[Two labels for seals, on one of which is a small seal, broken.]

A translation of the foregoing instrument may be acceptable to some readers who are not familiar with the technical terms that occur in it. A literal version, for which we are indebted to one of our highest authorities in all subjects connected with Domestic Architecture is, accordingly, here given—

“This Indenture witnesseth, that on the sixth day of March, in the fourteenth year of the reign of our Lord King Edward, son of King Edward, it was thus agreed between Sir Geoffrey de Say, knight, on the one part, and John Rengwyne of Wogham, mason, on the other part ; that is to say, that the aforesaid John shall make on the said Geoffrey's manor of Hammes four walls of stone and chalk for a hall, of which the two side walls shall be 60 ft. long on the inside and 24 ft. high from the ground, and the two ends shall be gables of such a length that the hall within the walls shall be 30 ft. in width, and of such height as the roof of the hall will permit. And the said John shall make in the gable towards the west, which shall be at the dais of the said hall, a fire-place which shall be 6 ft. in width within the jambs, and, on the side of the said hall towards the south, another fire-place of 9 ft. in width, and the shafts of the two chimneys shall be carried 3 ft. above the roof of the hall. And the said John shall make in the side of the said hall towards the north three windows with transoms, each 6 ft. in breadth, and of such a height as the walls will permit ; and on the side towards the south there shall be the door of the hall, of convenient width and height, and two windows agreeing with the windows of the north side ; and in the gable towards the east there shall be three doors, one for the pantry, another for the buttery, and the third for a passage to the kitchen. And also the said John shall make a wall of stone and chalk at 6 ft. from the end of the hall, of 36 ft. in length and 10 ft. in height, to receive a pent-house, which shall be over the pantry and buttery, and a door in the middle for the passage to the kitchen, and the aisles according to the side of the roof, and in each aisle a convenient

window. Besides which the said John shall dig, draw, and cut all the stone that shall be required for the aforesaid walls, doors, windows, and fire-places in all the places where the said Sir Geoffrey sees it to be to his advantage, except the stone which shall be for the hearths and the backs of the said fire-places against the fire. And the said John shall dig the sand for all the aforesaid works, and shall find lime at his charge as well for the said works as for covering all the hall and the pent-house. And the said Sir Geoffrey shall have carried [the original is here slightly damaged] all the said stone, lime, and sand on to the place where the hall shall be made; and he shall give to the said John for his work, and all other expenses aforesaid, thirty-five marks and a quarter of wheat, and shall pay him from month to month according to the progress of his work, beginning at Mid-Lent next coming after the date of this writing; so that all the aforesaid walls and other works shall be finished, and the said John be discharged of his covenant, within a year and a half next following the term aforesaid. And to do and accomplish all these things well and lawfully the aforesaid John has found pledges, to wit, William at Rye, and Richard Page, who, together with the aforesaid John, bind themselves, their heirs, and executors, and all their goods and chattels wherever they may be found, to the distress of any officer of our Lord the King or other bailiff that the aforesaid Sir Geoffrey shall choose for the purpose. In witness whereof the aforesaid William and Richard have put their seals to that part of these writings remaining with Sir Geoffrey, and to that part which remains with the aforesaid John the said Sir Geoffrey has put his seal. Given at Hammes on the day and year aforesaid.