

## Original Documents.

### LEASE OF A FISH-POOL AT LAPWORTH, WARWICKSHIRE. 3 EDWARD III. A.D. 1329.

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THE following document is derived from the miscellaneous stores of the Public Record Office, formerly in the Chapter House of Westminster. Into that building—now rising afresh, as it were, from the dust and neglect of by-gone years—were drafted the contents of the Royal Treasury in the reign of James I. An important portion of those contents were the title-deeds of property scattered all over the country which had at any time come into the hands of the Crown, by purchase, exchange, escheat, or forfeiture. The exact action of the Crown in respect of some of the lands to which many such documents refer, is not now-a-days quite apparent—the lapse of time having probably broken some of the links in the chain of evidence. And a distribution of many of those deeds under a county arrangement, many years ago, has contributed much to the difficulty of tracing the transactions by which they found place among the evidences of the Crown—while it has facilitated their application to topographical purposes. Among the private deeds relating to the county of Warwick, are many concerning the family of Bisshopesdon, who are not known to have done anything to have brought their title-deeds into the Royal Treasury, unless it may have been on account of the office which it will be seen one of them held. Very little, however, is known of the family. It appears, from Dugdale, that in the reign of Edward II., Henry de Brandeston conveyed the manor of Lapworth to Sir John de Bisshopesdon. The documents formerly in the Royal Treasury relate chiefly to the Manor of Lapworth, in connection with this Sir John de Bisshopesdon. Some years ago I brought to the notice of my friend, Mr. T. Hudson Turner, a contract for the building of the manor-house of Lapworth, between Sir John de Bisshopesdon and two masons, in the year 1314. Mr. Turner at once saw the importance of the document as an illustration of the domestic architecture of the country. He printed it entire, and minutely described and commented upon the structure covenanted to be erected by virtue of its provisions. These comments will be found at pp. 5—8 of the second volume of "Domestic Architecture of the Middle Ages." In the same small parcel of deeds is the document now brought to notice. It is an Indenture, setting out the conditions of a letting of the fishery at Lapworth, from the 12th of March, 1329, to the morrow of the close of Easter in the same year, the 31st April, a period of seven weeks, to the following effect:—

"Indenture witnessing the covenants between Sir John de Bisshopes-

don of the one part, and John de Pesham of Rowhinton and William de Charindon of the other part.

"The said Sir John has granted and sold to the said John and William all the fishing in his great fish-pool of Lapworth from the feast of St. Gregory (March 12) in the third year of King Edward III. to the morrow of the Close of Easter following, without any breach being made in the banks of the said pool, for 20 marks sterling, of which half is to be paid on the Sunday after St. Ambrose (April 4) and the remainder on Friday in Easter week. Reserving to the said Sir John four couples of pike, bream and tench,—two of the best, and two of the second [size] of each,—and two dozen couples of perch and roach—half of the best, and half of the second [size] for the stock of the said fish-pool. And saving also to the said Sir John daily one pike or great pikerel and a bream, one great eel and four small ones and one dozen of perch and roach for his table, to the said Morrow of the Close of Easter. And saving to the said Sir John all the pikerels not above 12 inches and all bream under 7, all tench under 6, and perch and roach under 3 inches, which shall remain for the stock of the said fish-pool. And the said John and William grant to Sir John that he may have one of his men to survey the fishery and the take and sale of the fish, and to keep the money received for the same—which money shall be put into a box under their seals until the said Sir John shall be paid the money aforesaid. And if it happen (which God forbid) that they do not receive profit enough, Sir John will release them a mark of the sum agreed on. And if the said John and William keep the covenants of this Indenture their bond for £40, in the keeping of the said Sir John, shall be void—if not, it shall be of full force."

The term of this lease includes nearly the whole of the period of Lent, Ash-Wednesday being in that year on March 8, which will account for the careful reservation of fish for the table of the knight. It is remarkable how much attention was given in mediæval times to fresh-water fish. Besides its being greatly in request for the table on days when flesh diet was forbidden, it is evident from old household accounts and bills of fare that fish formed a large item in the daily dietary; and we have lists of the provision for the table in royal and other households that present a very large amount and variety of fish as every-day fare. In an early volume of the *Archæologia* there is a long Breviate for the provision of a nobleman's table, giving the quantities of fish for each day.

The difficulty of obtaining fresh sea-fish was very great. Salt fish was the best alternative. And across East Anglia there was a straight cut, called the Peddar's Way, along which the itinerant fishmongers carried their supplies in *pedes* or panniers, probably from Lynn to the populous districts of Norfolk and Suffolk.<sup>1</sup>

The due consideration of this document, which may not be an unwelcome contribution to our knowledge of mediæval domestic economy, presents some difficulties when we come to trace the history of the Manor of Lapworth, and its possessors. The parish of Lapworth, in Warwickshire, is situated about four miles to the north of Henley in Arden, and nearly nine to the north-west of Warwick, on the road from that town towards Birmingham. This district of the county was anciently watered by various tributaries of the Avon, that now serve to feed the important

<sup>1</sup> Prompt. Parvulorum, p. 389; s. v. Peddare.

lines of canal traffic which meet the Avon at Warwick and at Stratford. According to Dugdale, in the reign of Edward III. (anno 11=A.D. 1336—37), Sir John de Bisshopesdon granted a lease of the manor to Hugh de Brandeston for forty years. The contract for building the manorial hall, which I have already adverted to, in 1314, and this lease of the fish-pool in 1329, would seem to show a residence by the Bisshopesdon family upon the property nearly up to the time of the lease of the manor. My attempts to clear up this little history have been much aided by our obliging friend, Mr. M. Holbeche Bloxam, F.S.A., whose minute investigations of all ancient evidences connected with the history of his county are so well known. Henry Pipard held the manor of Lapworth in the reign of Henry III., and left issue two daughters, co-heiresses, by one of whom a moiety of the manor came to the family of Bisshopesdon. The further history of the manor may be left for the future consideration of those interested in Warwickshire genealogies; my immediate purpose being simply to place before our readers a document of somewhat peculiar character and interest. By an entry upon the Patent Roll, 32 Edw. III., it appears that John de Bisshopesdon was appointed to the important office (not however regarded so highly then as in modern times) of Chancellor of the Royal Exchequer; and to that circumstance it may be due that the private muniments of the family are found among those of his royal master.

The fish-pool of Lapworth formerly, as we learn from the subjoined document, of considerable extent and importance, appears to have been situated, as represented in Beighton's Map of Warwickshire, from a Survey made in 1725, between Lapworth Hall and the church of the parish of that name. In Sharp's Map of the County, from a Survey made between 1787 and 1789, the pool of Lapworth does not appear. Mr. Bloxam suggests that it had been drained in the cutting of the Stratford Canal, in the last century. This is exceedingly probable, since the canal, as laid down by Sharp, would pass through the pool at Lapworth, or very near to it.

Cest endenture tesmoynes les covenans fetz entre monsieur Johan de Bisschopesdon de une parte, et Johan de Pesham de Rowhinton et William de Charindon de autre parte. Ceo est asaver que le dyt Sir Johan ad grantez et venduz a lez ditz Johan et William tote le peschen de son graunt viver de Lappeworthe a pescher et a prendre de la feste Seint Gregore en lan du regne le Roy Edward tyerz apres le conquete tyrz taunqe a lendemayn de la Cluse Pasche prochain ensuaunt, saunz nule breusure faire sur lestaunke, pur xx. mars desterlings, a paier la une moyte le dymaynge prochain apres la feste Seynt Ambrose prochain apres la confection de ceste escrit, et lautre moyte le Vendredy en la simayne de Pasche prochain ensuaunt al dyt monsieur Johan ou a ces executours a son Maner de Lappeworth. Sauve al dyt sire Johan quartre couples de luz, les deuz couples dez meylours et les deuz del secounde, quartre couples de bremes, lez deuz couples de meilours et lez autres del secound, quartre couples de tenches, les deuz couples de meylours et lez autres del secound, et deuz dozeings de couples de perches et de roches, dount la une moyte dez meylours et lez autres del secound, queux demorront pour lestor del dyt viver. Et sauve al dyt Sire Johan de jour en jour apres que le viver comense a coure un luz ou groz pykerel et une breme, un

gros anguyl, et quatre menes, et une dozeyne de perches et de roches pour sa vyaunde, taunqe a lendemaïn de la Cluse Pasche avaunt dyt. Et sauve al dyt Sire Johan touz lez pikerels qe ne passunt xij. pouz, et touz le bremes que ne passunt vij. pouz, et tenches que ne passunt vj. pouz, et perches et roches que ne passunt iij. pouz, queux demorrunt por lestor del dit viver cumme avaunt dyt est. Et lez dytes Johan et William grauntent a Sire Johan que il eyt un homme de seon a sourver la pescherie et la prise de pessun et la vente, et destre gardeyn de les deners que il rescceyverunt pour le dyt pessun, queux deners serrunt mys en une boyste desouz lur seals, tanqe le dyt Sire Johan seit parpaie et a rescceyvere leztor pour le dyt viver, cumme est avaunt dyt. Et si avyne, que Deu defent, que il ne yount pour gayn soffisaunt, cumme porra estre teysmoïne, le dyt Sire Johan relerra j. mark dez xx. mars avaunt dyte. Et si avyne que les ditz Johan et William tygnent les covenans avantdyts, et qe fassent la paie de xx. mars avantdytz a jour avantdytz, a dounce lescript de xl. liveres que demoert en la garde Sire Johan, seit en qui mayns qe il deveygne, seit pur nul tenuz et de nul force. Et sil defaillont en nul des poynz avaunt dytes, ou de la paie de xx. mars cumme est surdit as jours avaunt dytes, a donce le dyt escrit de xl. livers en le quel lez dytz Johan et William sount oblige al dyt monsieur Johan estoyse en sa force. En tesmonyance de qele chose les parties entrechaunchablement ount mys lor seells par ces teymoynes, Thomas de Baddesleye, Johan de Middelmor, Robert de Roudyche, Robert le Mareschal, Johan de la Lee, Henry le Smyth, Johan atte Lone, et aliis.

Two small round seals attached, chipped; each about  $\frac{3}{4}$  of an inch across. On one are the figures of two birds, rudely cut; the figure in the centre of the other is not distinguishable, and a letter or two only of the legends are readable.