

Original Documents.

CHARTER OF CUTHWULF, BISHOP OF HEREFORD.

[A.D. 840].

[*Extended Copy*].

+ IN nomine arci poli conditoris. Ego Cuðwulf divina dispensatione Christi ecclesiæ antestis, necnon et illa congregatio sanctæ ecclesiæ Herefordensis cum consensu et licentia Berhtwulfi Merciorum regis, damus Ælfstano duce terram iiii. manentium in uilla qui juxta flumine qui dicitur From situm est, ut habeat beneque perfruat in diem trium hominum, et postea sine ullo obstaculo intus tota reddatur ista terra ad monasterio qui dicitur Bromgeard, et qui agrum habeat semel semper in anno ad Bromgearde de agro isto reddat. xv. modios de pura celia, hoc est buttam plenam uasque plenum mellis, vel eius pretium in liquore . . . s cocto, alter dulcatum, unumque armentum cum. c. panibus, unumque ouem cum uno suillo . . . nasterii qui pertinent ad Bromgearde foras nullo modo concedamus, id est jugerorum xxv. . . hanc terram supradictam liberaliter liberabo Ælfstano duce omnibusque eam habentibus . . . ecunio, id est in uno anulo. xv. mancusarum, nisi pontum faciat et arcem et expeditione solacium . . . ad ad pœnam foras nihil persoluat. Testes namque hujus donationis sunt . . . atque libertatis quorum infra nomina notantur.

[On the back] . . . hanc meam donationem atque libertatem simul cum signo crucis Christi confirmavi . . . si et subscripsi. + Ego Cuðwulf episcopus consensi et subscripsi. + Ælfstan dux consensi et subscripsi. + Mucel dux . . . noð consensi et subscripsi. + Aldred consensi et subscripsi. + Eadgar consensi et subscripsi. + Wiglaf consensi et subscripsi.

At the bottom of the deed in front, on the right-hand side, the upper parts of the letters of the word "continetur" remain; the word having been cut through lengthwise.

This instrument is a grant by Bishop Cuthwulf and the congregation of the church of Hereford, with the consent of Berhtwulf, King of the Mercians, to Ælfstan, "Dux," of certain land for three lives, and afterwards to the monastery of Bromyard, subject to the payment of the rent therein specified, and free from all services except the "trinoda necessitas." It was found in the office of a legal gentleman, Mr. Kent, of Fakenham, in a parcel of comparatively modern writings which had recently come into his possession, and there is good reason for assuming it to be an original charter of the ninth century.

The language of the charter is, like many others of the Saxon period, not without faults of grammar as regards several words, which seem to indicate its being the production of an ill-educated scribe. The Invocation of the preamble is simple and forcible, free from the turgid magniloquence which often—especially at a later period—disfigured such instruments. The use of the heteroclyte genitive, ARCI for ARCUS,

+ In nomine dñci polī contrōm. Ego quidūlibet dimulor p̄bitione xpi ecclesie anteq̄ necnon bñla
congruē dñp vīa ecclesie hēre p̄p̄dēnti cōmōtēnti u bñlētēda bēnt p̄p̄da mēntiōnē p̄bī.
damus dēp̄tano dñe tēp̄am. iii. mēntēnti p̄milla qui iuxta p̄mīme dñi p̄mī p̄ram est.

839.

trahat bēnt p̄p̄p̄at indēm t̄nam hominū. b̄p̄tēnt p̄rē u llo obfācilo p̄ntē tōra p̄dēntē
īfā tēp̄a dēmonāfēnt p̄rōfī b̄p̄mōgēnt. b̄q̄ u ḡnt hābēat p̄mēl p̄m̄p̄ē p̄māno dēb̄mōgēnt
dēd̄ḡno īfō p̄dēnt. xv. mōdōy dēp̄p̄a cēlia hōc d̄ntam plēnā. nāq̄ue mēllay tēnt p̄q̄ū p̄līquōnē

p̄cēto dēp̄ dūlētū. unūq̄ ap̄mētū cōc p̄m̄b̄y unūq̄ oēm cū uno p̄cīlo
nāfēnt d̄ p̄q̄mēt dēb̄mōgēntē p̄p̄as nūlō mōdo cōcēdām̄ 12. p̄as p̄p̄m̄. xvi.
hanc tēp̄a p̄p̄p̄a dīcā lībēralit̄ lībēnt dēp̄fāno dñe om̄nib̄. q̄ eā hābēnt b̄y
ecumō p̄d̄ p̄mō amilo. xv. mēntēnt. n̄ p̄p̄m̄ p̄faciat b̄q̄ue b̄p̄p̄tōnē p̄olētām
ad dēp̄b̄nā p̄p̄as nūlō p̄p̄p̄olēt. tēp̄tēnt nām̄. hūnt dōnātōm̄ p̄m̄
atq̄ lībēntay quōp̄m̄ p̄p̄a nomina nōtātay

ca. 12. 12.

although very unusual, is not otherwise than classical,' as it may be found in Cicero and Lucretius.

Of Bishop Cuthwulf, who makes the donation recorded in the document now under consideration, no charter has yet been printed; but there are several examples of such instruments by Berhtwulf, King of the Mercians, given in the works of Mr. Kemble and Mr. Thorpe. Berhtwulf's predecessor was Wiglaf, from whom he had received the sceptre in troublous times, while the Danes were ravaging the country. In one of Wiglaf's latest charters (A.D. 836), only four years before Berhtwulf set his hand to the one before us, he alludes to the state of the kingdom in these melancholy words, "*vos qui hanc [sic] labens regnum post me obtineatis.*" Berhtwulf himself, as a subject, had attested that document, which is given in Thorpe, and the passage may be referred to as another example "of monastic Latinity."

Of the grantees the first was Ælfstan, "Dux," or military leader, who was to have the land for three lives. None of these lives are named, but the first would doubtless be his own. The origin of the practice of granting a lease for three lives—a practice which still holds its ground as regards church property—would appear to be lost in remote antiquity.

The parcel of land conveyed may appear at first sight to be described somewhat vaguely, as "*terram quatuor manentium,*" but the phrase was by no means an unusual one and had a definite meaning. The "*manentes*" are synonymous with "*coloni*" or "*tenentes,*" "*qui præstant certa servitia Domino*" (Du Cange), and were "*adscripti glebæ.*" The "*terra manentis*" was therefore the plough-land, the hide (whatever that might mean), the carucate of later times—otherwise described as the "*terra mansionis.*" Kemble defines the hide to be as much as could support a family; originally uncertain, but gradually settling down into a fixed quantity—about thirty Saxon acres—and he gives an instance in an extant charter of Berhtwulf (Cod. Dipl., No. ccxliii), in which the phrase "*nigen higida lond*" occurs in the description.

With regard to several of the terms and phrases in this charter, we have been led into an examination of some of the well-known collections of those instruments, and submit some observations which have occurred to us in the course of that examination as tending to elucidate the interesting specimen before us.

There are several expressions in the charters in the "*Codex Diplomaticus*" which seem to indicate that the "*manentes*" held a certain fixed quantity of land, "*terra quæ contiuet antiquo jure xliiii. manentes*" (V. 21). "*Quantitas harum vii. manentium*" (Ibid. 45). "*Terra juxta æstimationem incolarum xxii. manentium*" (Ibid. 70). And see, lastly, "*Augmentum telluris, quod addidi, C. ac. xxxiii. constat quantitate manentium*" (Ibid. 101). "*Mansa*" commonly occurs in these deeds (V. 15, 80, 85, 104, &c.), and apparently as equivalent to "*terra manentis*"; and that this view is correct is shown by a charter which has "*dedi iiii. mansas in W., et iii. in C., quantitas harum vii. manentium, &c.*" So that the words plainly denote the same thing; the vii. being made by adding the iii. and iv. together. Another deed proves that "*mansa*" is equal to a hide of land. It is a grant of "*bis denas mansas, quod Anglicè dicitur twentig hida*" (V. Cod. Dipl. 312).

Other occupiers of land frequently mentioned in these charters are "Cassati." These are clearly different from "manentes"; for both occur in the same charters (V. 41., Ibid. 60); and "manentes" are placed before "cassati." What they occupied is called "cassatum" or "cassata," and this is said to be a house, with land sufficient to maintain one family. All these words are derived from "casa," a house, and no very certain meaning seems to be attached to them by Spelman or in Jacob's Law Dictionary.

Whether the possessions of the Crown in Saxon times were or were not conferred by the same persons who elected the monarch, it suffices to say that the kings clearly possessed much land, and there are numerous grants of land by the king, some of which are with, and some without, the consent of the *magnum concilium* (Cod. Dipl. V. 56, 75), or Wittenagemot; and, perhaps, this difference may be explained. We find a Charter of Ælfred (Ib. 127), where he speaks of the inheritance "*quam deus ac principes cum senioribus populi dederunt*," and of that "*quam pater meus nobis tribus fratribus delegavit*." It may well be that the consent of the Wittenagemot was necessary to the grant in the former and not in the latter case, because in the former the lands were public property, but not in the latter.

And here it may be observed that the Saxon Charters seem to confirm Hume's opinion (1 Vol. 202) that the Wittenagemot was composed exclusively of the higher orders, for the names of those attached to these charters seem invariably of the higher orders; and where the grant is by the king with the consent of the Wittenagemot, the additions to the names at the end seem to prove that they were members of the Wittenagemot. Thus we commonly find added to the names, "*consensi*," "*non renui*," "*corroboravi*," &c., &c., which plainly import that these persons exercised a judgment as to making the grant contained in the deed; and as they were not the grantors in the deed, they could only be members of the Wittenagemot, who were included in the words, "*cum consensu optimatum*," or "*consentientibus omnibus episcopis ac principibus*," or the like; and this inference is fortified by the fact that we find archbishops, bishops, abbots, dukes, or ealdormen, &c., who are known to have been members of the Wittenagemot, with these additions; and in one charter we have "*cum consilio et licentiâ terrenorum principum quorum inferius nomina scripta sunt*—" (V. Cod. Dipl. 55).

The kings in many instances granted lands, with the consent of the Wittenagemot, to congregations or churches. These grants were sometimes made to the church and sometimes to the bishop and church, and when lands had been so granted, the bishop and congregation sometimes granted them to others. One charter supplies examples of both: "*Swyðun Wentanæ ecclesiæ episcopus, cum consensu et licentiâ ejusdem ecclesiæ congregationis, hoc est, presbyteris, diaconibus et omni clero consentientibus, dedi atque concessi dilectissimo domino meo Regi Æðebaldo terram LX cassatorum*;" and afterwards in the same deed: "*Ego Æðebaldus dono atque concedo post obitum meum ipsam terram, hoc est, LX cassatorum, episcopo et omni congregationi Wentanæ ecclesiæ*" (V. Cod. Dipl. 115). The grants regularly merely specify the congregation, church, or family, e.g. "*Concedo ecclesiæ Christi in Doberniâ et familiæ in eâdem ecclesiâ Deo servienti*" (V. Cod. Dipl. 2).

No instance of a lease of lands in anything like a similar form to

leases generally used since the Conquest has been found ; but there are grants to persons upon condition that they shall make payments to others, of which the following is a curious instance. The Abbess Cynewara grants to Humbert certain land on condition "ut omni anno det ecclesiæ Christi in Doroberniâ pro gablo (rent or service, Jac. L. D.) plumbum trecentorum solidorum ad opus ecclesiæ ejusdem" (V. Cod. Dipl. 90). It is remarkable that in the Byron deed, a copy of which is printed in Arch. Journ., vol. XXIX, p. 89, Roger de Buron acquits Henry, son of Fulcher, of five shillings a year in order that he may pay it to the Canons of Derby. This well accords with the Saxon Charters.

Grants of lands were frequently made for lives, and afterwards either to specified persons, or to those to whom the grantee might devise them. Thus there is a grant to Bishop Brihtelm, "et post ultimum vitæ suæ terminum ad vetustum monasterium sancti Petri" (VI. Cod. Dipl. 26). So there is a grant to Aðulf, "ut habeat quamdiu vivat, et post se duobus hæredibus derelinquat" (VI. Cod. Dipl. 33. See Ibid. 176). So there is a grant to Witgar for life, "et post se trium hominum *dierum* habeat liberam potestatem donandi" (V. Cod. Dipl. 220). Again we find that lands were granted "per spatium temporis trium hominum, id est, duorum post se heredum" (VI. Cod. Dipl. 124). Lastly, there is a grant to three brothers, and after their deaths to whomsoever they may devise the land (VI. Cod. Dipl. 136).

The "trinoda necessitas" (that is, the liability to contribute to the repair of bridges, castles, or garrisons, and to serve on expeditions against the enemy) was so generally reserved in kings' grants that any grant without that reservation is very suspicious. And this remark is strongly supported by a charter, which grants immunity from all services, "*tribus semotis causis, a quibus nullus nostrorum poterit expers fore, id est generalis expeditionis necessaria societate, ac pontium urbiumque jugi assolidatione*" (V. Cod. Dipl. 232). And by another charter, which runs, "*præter id quod nobis omnibus communiter indigeri videtur, id est tria, exercitus aditum, pontis ædificium, munitionis castelliæque auxilium*" (Ibid. 334, 77, 83). Another charter runs, "*nisi forte cunctæ plebi necesse sit vallum aut fossam hostis objicere exercitui, seu certè pontem construere regis, regisve expeditionem inire*" (VI. Cod. Dipl. 163).

Nothing has been discovered to throw light upon the manner in which any of these services were performed, where the grant was to a congregation or church, except from a charter of Bishop Oswald (VI. Cod. Dipl. 124), by which it would appear that regularly-trained cavalry were part of the services ; for the lands were granted to the tenants on condition "*ut omnis equitandi lex ab eis impleatur, quæ ad equites pertinet.*" * * * * "equos præstent ; ipsi equitent." But, unfortunately, there is nothing to show what the "lex equitandi" here spoken of was ; though the expression plainly indicates that there was some general rule as to training cavalry, and, as they alone are mentioned, perhaps there was no rule as to training foot soldiers.

The direction that the land "*sine ullo obstaculo reddatur*"—"be rendered without any obstacle" to the monastery of Bromyard, may possibly imply that it had formerly been attached to that monastery, and is to be "given back" to it ; but it may also simply express an absolute and decided gift, conveyed in terms implying the acknowledgment that it belonged to him who originally gave everything

to man; and if (as we shall see reason to think) that monastery belonged to the bishop and church of Hereford, this document is substantially a lease for three lives. As the payment of the rent was to be made by every one who held the land at Bromyard, and the monastery at Bromyard is immediately before mentioned, there can be little doubt that the payment was to be made to that monastery.

The word "*celia*," expressing the rent in kind reserved by this charter, occurs twice in Prompt. Parvul.—(p. 9) "*Ale*, while it is new, *celia*;" (p. 193) "*Gyyld*, or new ale, *celium vel celia*." Mr. Way says that Orosius states that *celia* was the name of a Spanish drink made of wheat, and he thinks it may have been sweet or unhopped wort. In Minshieu's Dict. bragget is said to be a drink made of honey, used in Wales, being the names of two Welsh words—brag, malt, and gots, honeycombs. Portug., Agoa mellada. Ital. Medóne, Hydromeli, Bevanda di acqua et miele. And in this charter it seems to be a drink of honey mixed with water, from the description given of it, "*hoc est buttam plenam vasque plenum mellis*."

One charter requires the tenant to render "*iiii boves vel vaccas digna ætate, seu iiii vasa plena de melle*" (V. Cod. Dipl. 68). This is very similar to the terms of the present charter. Spelman cites Concil. Tiburienus. anno 895, Can. 56, "*Abstineat se a carne et a caseo, a vino et medone ac mellita cervisia*," where "*medo*" and "*mellita cervisia*" seem different liquids; and as "*alter dulcatum*" plainly applies to the latter, "*medo*" may have occurred in the missing space; and this goes to support the conjecture that the words were "*alter ex medone bis cocto*." A doubt may exist as to whether the words were "*vel ejus pretium*." One charter has "*centum viginti porcis et quinquaginta armentis*" (V. Cod. Dipl. 88). This shows that one animal was meant by "*armentum*" in these charters: and it is worthy of remark and deserves consideration with reference to the genuineness of this charter, that the one above cited proves that a "*vas plenum mellis*" was of equal value to an ox or cow.

The blank after "*suillo*" may perhaps be filled up, "*CÆTERAS vero terras monasterii quæ pertinent ad Bromyard*," &c. The words "*nullo modo concedamus*" plainly show that the missing part contained something that was not intended to be granted or included in the previous words.

No suggestion appears feasible as to the blank after XXV.

There is no doubt as to the substance of the words missing after "*habentibus*." We have "*pro ejus amabili pecuniâ*" (V. Cod. Dipl. 124); "*placabili pecuniâ*" (Ibid., 135); "*competenti pecuniâ*" (Ibid., 188), &c.; any of these might well supply the missing words.

The expression "*liberaliter liberabo*," without anything more, is very questionable. One suspicious charter alone has "*liberabo omnem terram*" (Ibid., 249); but this charter is rather a recital than a grant. "*Omni servitio*," "*omni seculari servitio et regio tributo*," "*omni terrenæ servitutis jugo*," and the like, are regularly added, and then comes the exception of the trinoda necessitas.

One charter mentions the exemption from all secular burthens, "*nisi quod nostro communi labore pertinet, id est expeditione, pontis arcisve constructione*" (Ibid., 296); and from this it may be inferred that "*nisi*" is used in the sense of "*but*" or "*except*," and this inference is

supported by a passage, which runs "quia nec filium nec filiam nisi me habuit" (VI. Cod. Dipl. 45); and also by "ab omni sæculari gravediue expers nisi expeditione," &c. (Ibid., 193).

The expression, "in uno anulo XV mancusarum," is similar to "unum anulum in XXX mancuis" in a charter of Berhtwulf (Cod. Dipl. cclv). The term "mancusæ" frequently occurs in these charters: "mancæ" is another form. Both mean marks. They seem to have been made of different kinds of metal. In these charters we have "mancas de puro auro" (V. Cod. Dipl. 188); "mancusas purissimi auri" (Ibid., 299); "mancuis auri" (VI. Cod. Dipl. 16), and the like; all which expressions show that there were "mancusæ" of other metals. And we find mixed metals, "libris inter aurum et argentum" (V. Cod. Dipl. 187); "auri cocti et purissimi argenti stateras" (Ibid., 231); "libris probati argenti" (VI. Cod. Dipl. 16).

"Solacium" nowhere else occurs in conjunction with "expeditio." It occurs in one instance, where land was granted "in monasterii solatium" (V. Cod. Dipl. 1); where it evidently means support or maintenance.

No satisfactory solution occurs of the missing words after "solacium," and no similar passage has been found to clear it up.

The passage "hanc meam donationem atque libertatem simul cum signo crucis Christi confirmavi" is very like the passage, "Ego Ecbertus Rex hanc meam donationem," &c. (V. Cod. Dipl. 79); and possibly "Ego Berhtwulfus Rex" may have been in the blank before it. But then he was not the grantor. The grantors were Cudwulf, the bishop, and his congregation; but the mention of them cannot have filled the vacant space, for two reasons: "confirmavi" must have had the name of one person only before it, and Cudwulf is named afterwards. Some person, therefore, was named, and he was not the grantor. Again, Cudwulf, who was the bishop who joined in the grant, is named as consenting and subscribing, which is the common form with those who are not parties to the grant, but only consent to it. As the King consented to the grant, his name ought to have appeared, and as a consenting party. Thus, in a grant by Aldwlf, with the consent of Offa, King of the Mercians, we have "✠ Ego Aldwlf dux, qui donavi, signum sanctæ crucis infixi"; and below, "Ego Offa, rex, &c., confirmo et subscribo ✠," &c. (V. Cod. Dipl. 54). No satisfactory solution of this difficulty occurs.

Saxon charters usually show that the names were written under them; they use such terms as "infra," "subtus," "inferius," "infra in schedulâ;" and this charter has "quorum infra nomina notantur." But all the names are on the back of this charter, and the word "continetur" appears to have been placed at the lower right hand corner. This word would refer to the extent and boundaries of the land granted, which may have been added. It has been cut through, somewhat as the word "cyrographum" was used at a later period, but it could scarcely have been for the same purpose in the present instance. Somewhat similar statements occur in other charters; e.g., "nomina in fronte hujus cartulæ ascripta" (V. Cod. Dipl. 74); "vocabula in aliâ parte istius cartulæ karaxata" (Ibid. 139); and "nomina extrinsecus scripta" (Ibid. 106). These instances show that the names were not placed in all cases under the deed, and the last shows that they might be placed on the outside of it. Ayloffe, "Calendars of

the Ancient Charters," &c., Introd., p. xiii., speaks of original Acts of Councils being constantly written on both sides of the "leaf of vellum," and gives an instance where three witnesses' names occur on the front side, and adds, "these occupying the whole space of the one side of the leaf, the subscriptions of the numerous other witnesses are continued on the backside thereof." No doubt, therefore, arises from the names being on the back of this charter.

It is clear that this charter has had a piece below it cut off through the middle of a word, so as to leave the upper part of the letters still on this part. This is very like the old mode of framing indentures where a wavy line was made across the parchment, and then the parchment cut with an indented line running through the wavy line, and the name "indentures" arose from the indentations in each; and the whole deed was written on each piece of parchment. There is a charter having "*duasque scripturas per omnia consimiles hujus reconciliationis conscribere statuimus, alteram habeat episcopus cum telligraphis ecclesiæ; alteram Egberht et Æðeluulf reges cum hæreditatis eorum scripturis*" (V. Cod. Dipl., 91). And Ayloffe, "Calendars of the Ancient Charters," &c., Intr., p. xiii., speaks of "bipartite chirographa" as being not uncommon in Anglo-Saxon and Anglo-Danish times. There may well, therefore, have been a copy of this charter cut off at the bottom. (See VI. Cod. Dipl., 126, where "*tres harum textus epistolarum*" are mentioned.)

The inference from the deed is that there existed a monastery at Bromyard at the time it was made; and this may well have been the case, and the monastery may have been destroyed by the Danes, and never rebuilt. Folkstone had a monastery which was so destroyed (V. Cod. Dipl., 189; and see *Ibid.*, 329). And at Whitby and Hartlepool there were abbeys which were destroyed by the Danes; the former about 867, and which was not restored until after the Norman Conquest. An old mansion in Bromyard was called Rowton Abbey, in which may be retained the name of the abbey destroyed long ago. It is much more probable that there once was a monastery at Bromyard, and that it was destroyed and never rebuilt, than that there never was one at all, if this deed be genuine.

The fact that the manor of Bromyard belonged to the Church of Hereford at the Domesday Survey tends to support the deed, and the further fact that the church is styled Collegiate, though inaccurately, tends the same way.

The expression "*foras*" may refer to the outlying district in the neighbourhood of Bromyard, called "the Foreign," a term by no means unusual.

C. S. GREAVES.
J. LEE-WARNER.

[In the repairing of the original, the edges where broken at the second fold have been brought too closely together, making the "d" in "*conditoris*" almost illegible, and much cramping other letters below it.]