

Copies and Translations of Two Deeds,

IN THE POSSESSION OF

THE CORPORATION OF LYNN.

COMMUNICATED BY DAWSON TURNER, ESQ., V.P.

I TRUST it will be admitted that the following documents, nowhere, I believe, yet published, may be considered as having a claim upon the notice of a Norfolk Archæological Society; the one from its general, the other from its local interest.

The former allows us one of those peeps into monastic life, which, at the same time that they are of little real moment, are both entertaining and instructive. It shows us how close were the bargains the monks made with their dependents, the amount they used to pay them and the manner of payment, the quantity of food they allowed them, the strict conditions they imposed, the provisions made in case of illness and age, and the custom, which what is expressed rather than said can leave no doubt then prevailed, of smuggling victuals out of the convent and selling them.

The latter instrument is without a date; but the presence of John de Freyton and Robert de Scales among the attesting parties shows that it must have been of about the year 1270; inasmuch as their names occur in Blomefield's *History of Norfolk*, Vol. IV., pp. 478, 646, attached to documents dated the 49th and 54th years of King Henry III. This deed derives its chief interest from referring to the lands held by the Abbot of Wardon, a Bedfordshire monastery, in Lynn,

where neither Dugdale, Blomefield, nor Tanner mentions his having had any possessions; and from the allusion to the Bretach, or Wooden Tower, constructed there by the Bishop of Norwich, a circumstance likewise unnoticed, as far as I have been able to find, by historians.

Hæc indentura, facta xxvi die Februarii, MCCCLXXVIII, inter Priorem et Conventum Ordinis Fratrum Heremitarum Sancti Augustini, Lennæ, ex unâ parte, et Galfridum de Gadgrave, servientem eorundem, ex alterâ parte, testatur, Quòd prædictus Galfridus manebit cum prædictis Priore et Conventu, præsentibus et successuris, ad terminum vitæ suæ, et eis bene et fideliter, pro posse suo, deserviet, in officiis ad pistrinam et molendinum pertinentibus; et ea quæ ad reparationem officiorum prædictorum pertinent, pro modo suo et ingenio, faciet; ad expensas tamen conventûs, materiâ competenti ordinatâ. Et antedictus Galfridus recipiet annuatim, de Priore et Conventu antedictis, pro stipendio laboris sui, quamdiu indictis officiis commodè potuerit laborare, xxx solidos usualis monetæ, ad quatuor terminos anni consuetos, æqualibus portionibus sine dilatione solvendos. Et si contingat prædictum Galfridum infirmitate affici sive senectute, quo minus in officiis antedictis ulterius valuerit laborare, stipendium annuale non recipiet, sed stabit in mensâ Conventûs ut prius solebat; et prout fratribus assolet in victualibus deservietur eidem. Præterea, si sæpe dictus Galfridus tam gravi senectute seu infirmitate oppressus fuerit, quòd ad mensam conventualem nequierit convenire, tunc recipiet ad cameram suam, quam Conventus sibi teneatur ordinare, singulis septimanis viii panes conventuales et vii potellos cerevisiæ et pietanciam sicut unico fratri in Conventu tunc temporis fuerit ministrandum; ita tamen quòd præfatus Galfridus prædicta victualia ad proprios usus habeat; sed ea vendere

nullo modo licebit eidem. Et ad istas conventiones fideliter perficiendas, tam Prior et Conventus prædicti, ex parte suâ, et supradictus Galfridus, ex parte suâ, fideliter compromiserunt. In cujus rei testimonium sigillum dicti Galfridi ad partem indenturarum præsentium penes prædictos Priorem et Conventum remanentem est appensum. Datum in loco nostro capitulari Lennæ, die et anno supradictis.

(*Translation.*)

This Indenture, made February 26, 1378, between the Prior and Convent of the Hermit Friars of the Order of St. Augustine at Lynn, on the one side, and Geoffrey de Gadgrave, their servant, on the other side, testifies; That the said Geoffrey shall remain with the said Prior and Friars, as well present as future, to the end of his life, and shall well and faithfully serve them, according to his power, in all matters appertaining to the bakehouse and mill, and shall, according to his ability and talents, do whatever is required for the reparation of the said offices; but at the expense of the Convent, they finding the necessary materials. And the aforesaid Geoffrey shall receive annually from the aforesaid Prior and Convent in reward for his labour, as long as he shall be able properly to work at the aforesaid duties, thirty shillings in current coin, at the four usual seasons of the year, in equal sums, without delay. And if it should so happen, that the aforesaid Geoffrey should, by reason of debility or old age, be prevented from continuing to work in the aforesaid offices, he shall no longer receive his annal stipend, but shall be admitted, as before, to the table of the Convent; and the same portion of victuals, as is usually allotted to each Friar, shall be served to him. Moreover, if the repeatedly-mentioned Geoffrey should labour under such a weight of old age and infirmity as shall disable him from attending at the Conventual table, he shall then receive weekly in his own chamber (which chamber the Convent is bound to keep for him), eight convent-loaves, and seven bottles of ale, and such allowance of food as may at that time be given to every Friar in the Convent. Upon this condition, however; that the aforesaid Geoffrey shall apply the before-mentioned victuals exclusively to his own use, and shall in no case be allowed to sell them. And as well the before-mentioned Prior and Convent on their part, as the before-mentioned Geoffrey on his, have faithfully pledged themselves to the faithful performance of this agreement.

In testimony of this, the seal of the said Geoffrey has been attached to the copy of the present indentures, remaining with the aforesaid Prior and Convent. Given in our Chapter-House at Lynn, on the day and year aforesaid.

Sciant presentes et futuri, quòd ego, Willelmus Howard, dedi, concessi, et hâc præsenti cartâ meâ confirmavi Aldermanno et fratribus Magnæ Gildæ Lennæ, pro quâdam summâ pecuniæ quam mihi dederunt, quandam vacuum placeam terræ in Burgo Lennæ, jacentem inter communem gutturam juxta terram Abbatis de Wardon versus Austrum et Bretachiam Norvicensis Episcopi versus Aquilonem, juxta portum de Lennâ, salvo Domino Norvicensi Episcopo et successoribus suis chemino in latitudine decem pedum inter prædictam placeam et Bretachiam prædictam eundo circa eandem Bretachiam; et extendit se illa placea versus Orientem quantum se extendit messuagium quod fuit Nicholai de Bretham ex alterâ parte ejusdem Bretachia, quod habuit de dono Domini Willelmi, quondam Episcopi Norvicensis, et usque ad aquam versus Occidentem, cum toto solo sabuli quod eidem placeæ accrescitur, seu per chayas per dictos Aldermannum et fratres ejusdem Gildæ et assignatos suos levandum accrescere poterit; tenendam et habendam dictam placeam cum pertinentiis suis et cum incremento soli et sabuli adjacentis, usque ad aquam prædictam, dictis Aldermanno et fratribus dictæ Gildæ et assignatis suis de Episcopo Norvicensi et successoribus suis libere et hereditarie in perpetuum; reddendo inde annuatim dicto Episcopo et successoribus suis duos solidos argenti de censu, videlicet ad festum Sancti Michaelis duodecim denarios et ad Pascha duodecim denarios pro omnibus serviciis. In cujus rei testimonium sigillum meum apposui: his testibus; Johanne de Freyton, Johanne Le Botiler de Babbinslee, Roberto de Scaldis, Philippo de Fenne, Roberto de Rungeton et Willelmo filio ejus, Roberto Costin, Willelmo Hamond, et aliis.

(Translation.)

Be it known to all, as well present as future, that I, William Howard, have given and granted, and, by this present deed of mine, have confirmed to the Alderman and Brethren of the Great Guild at Lynn, for a certain sum of money paid by them to me, a certain vacant plot of ground in the

town of Lynn, by the Haven, adjoining the common sewer, near the land of the Abbot of Wardon towards the South, and the Bretach of the Bishop of Norwich towards the North; reserving to the Lord Bishop of Norwich and his successors a road ten feet in width, encircling the said Bretach, between the said plot of ground and the said Bretach. And that plot of ground stretches towards the East the full extent of the messuage originally belonging to Nicholas de Bretham, on the one side of the said Bretach, which messuage he held of the gift of William, formerly Lord Bishop of Norwich; and towards the west, as far as the water, with all the soil and sand which accrue to the same plot, or which may accrue by the quays, and which the said Alderman and Brethren of the said Guild and their assigns shall have a right to take away. The said plot of ground, together with its appurtenances, and with the increase of the adjacent soil and sand, extending to the aforesaid water, to be had and held by the aforesaid Alderman and Brethren of the aforesaid Guild and their assigns, of the Bishop of Norwich, freely and hereditarily, for ever; the Alderman and Brethren paying annually to the said Bishop and his successors two shillings, silver, as tax; that is to say, at the Feast of Saint Michael, twelve pence, and at Easter, twelve pence, in lieu of all services. In testimony of which I have set my seal, in the presence of the following witnesses, John de Freyton, John le Botiler de Babbinslee, Robert de Scales, Philip de Fenne, Robert de Rungeton, and William his son, Robert Costin, William Hamond, and others.