

Four vernacular texts from the pre-conquest archive of Rochester Cathedral¹

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The collection of documents surviving from the pre-conquest archive of the church of Saint Andrew of Rochester is far from being the largest or most significant series of Anglo-Saxon charters. It represents, nevertheless, a valuable source of evidence for the history of the church, from the 730s onwards – a history which would otherwise be only very thinly recorded. In addition to their local importance, Rochester documents, now and then, throw some light on events of wider significance.

Altogether there are roughly forty documents surviving in some form;² a few others which are known to have existed exist no longer. The majority are royal charters, granting some specified portion of land to the church of Rochester, to the bishop personally, or to some private individual. Those which fall into this third category refer, without exception, to estates which were eventually bequeathed to Rochester – sometimes by the original beneficiary, sometimes long afterwards, by a subsequent owner. As the cases discussed below will illustrate, such bequests were likely to give rise to litigation. Land was wealth; and people were willing to dispute its ownership, given the slightest chance or the slimmest excuse.

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² The surviving documents were edited by Campbell (1973), with a few exceptions. Campbell excluded three of the vernacular texts which are listed below (Table I, nos. 7–9), though one of these at least (no. 8) should surely have been included. He also omitted a late forgery – perhaps as late as the beginning of the fourteenth century – purporting to be a charter of king Ælfred (Birch, no. 571; Sawyer, no. 349). For an entertaining comment on this see Brett (1988, 408).

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Documents of this kind were called 'landbooks', or often simply 'books'. They were written in Latin – sometimes in bad Latin, sometimes in absurdly grandiloquent Latin, but sometimes in fairly correct and straightforward Latin. If it was thought necessary to describe the boundaries of the land in question, English was used for the purpose – presumably with the idea that this part of the text might need to be read out to people for whom Latin was double dutch.

By ordering a book to be written, the king was changing the status of the land in question. Legally the land became a piece of 'bookland', exempt from most of the taxes and services which would otherwise have been due from it. Only a king had the power to make this change. In principle it was made for all time; but in practice pieces of bookland would often, sooner or later, come back into the king's possession – through forfeiture, for instance.

Once land became bookland, the customary rules of inheritance ceased to apply to it. Almost without restriction, the person who owned the land could dispose of it as he – or she – chose. (There was no objection to women owning bookland.) During the owner's lifetime, the land might be given away, exchanged, or sold – and in that event the book would also change hands, conferring the same rights upon the new owner. The land might be leased to somebody else – and in that event the owner would make very sure that he kept the book himself. Ownership of the book proved ownership of the land – unless the book could be shown to have been acquired by dishonest means. Finally, because the customary rules did not apply, bookland had to be willed. The owner had to state explicitly, in the presence of witnesses, how he wanted his bookland to be distributed after his death.

Alongside these Latin charters, the Rochester archive also contained a small number of documents written in English throughout. They are listed below (Table I). Several numbering systems are current – Kemble's, Birch's, Sawyer's, Campbell's, and so on – but not one of them covers every document here. For that reason, it is the numbers assigned in Table I which will be used throughout this paper for identifying the documents under discussion.

Of the nine documents listed, one is not extant (no. 2); its existence is recorded, and its contents are partly summarized, in a document which does survive. Of the eight extant documents, only one (no. 5) survives as a single sheet – that is, a separate sheet of parchment, with creases and endorsements which go to show that the document was folded up for safety and labelled for ease of reference. The rest survive as copies in Rochester's early twelfth-

Table I. Vernacular documents from the Rochester archive.

- 1 Dunn's will
Privilegia, fol. 139v
Kemble, no. 276; Birch, no. 486, Robertson, no. 9; Sawyer,
no. 1514; Campbell, no. 23
- 2 Ælfheah Ælfstan's son's will
Not extant, but mentioned in no. 5
- 3 Byrhtic and Ælfswith's will
Privilegia, fol. 144r
Kemble, no. 492; Birch, no. 1132; Whitelock, no. 11; Sawyer,
no. 1511; Campbell, no. 35

Latin version of no. 3
Privilegia, fol. 145v
Kemble, no. 1242; Birch, no. 1133; Campbell, no. 35b
- 4 Agreement regarding Snodland
Privilegia, fol. 155r; *Reg. temporalium*, fol. 10v
Kemble, no. 929; Robertson, no. 69; Sawyer, no. 1456;
Campbell, no. 37; Wormald 1988, no. 69
- 5 Memorandum regarding Wouldham
British Library, Cotton Ch. viii. 20; *Privilegia*, fol. 147r
Kemble, no. 1288; Birch, no. 1097; Robertson, no. 41; Sawyer,
no. 1458; Campbell, no. 34; the lawsuit mentioned here is
Wormald 1988, no. 47

Latin version of no. 5
Privilegia, fol. 148v
Birch, no. 1098; Campbell, no. 34b
- 6 Memorandum regarding Bromley
Privilegia, fol. 162v
Kemble, no. 1258; Birch, no. 1296; Robertson, no. 59; Sawyer,
no. 1457; Campbell, no. 36; the two lawsuits mentioned here
are Wormald 1988, nos. 45–6
- 7 List of serfs settled at Wouldham
Privilegia, fol. 162r
Pelteret 1986, p. 493
- 8 Agreement regarding the release of two serfs from Wouldham
Privilegia, fol. 162v
Kemble, no. 975; Pelteret 1986, p. 493
- 9 Liability for work on Rochester bridge
Privilegia, fol. 166v
Birch, no. 1322; Robertson, no. 52

Latin version of no. 9
Privilegia, fol. 164v; *Custumale*, fol. 63v; *Reg. temporalium*,
fol. 140v
Birch, no. 1321

Manuscripts cited

Privilegia = Maidstone, Kent County Council, Centre for Kentish Studies (formerly Kent Archives Office), DRc/R1, 'Textus Roffensis', part 2, fols. 119-235 (early twelfth century). Published in facsimile (Sawyer 1962); also available now on microfilm (Harvester Press 1987)

Custumale = Maidstone, Centre for Kentish Studies, DRc/R2, *Custumale Roffense* (mid to late thirteenth century)

Reg. temporalium = Maidstone, Centre for Kentish Studies, DRb/Ar2 (formerly DRc/R3), *Registrum temporalium* (early fourteenth century)

century cartulary.³ Three of them are accompanied there by Latin translations, almost certainly of post-conquest date.⁴ Now and then these Latin versions are helpful in making sense of the English text, but quite often they seem to misunderstand the meaning of the original.

Four of the documents fall outside the scope of the present paper: brief comments will suffice for these.⁵ Dunn's will (no. 1), only a few lines long, was presumably written on the back of the charter it refers to (Campbell, no. 23).⁶ It allows us a momentary glimpse of the *hired* – the corporation of priests serving Saint Andrew's church –

³ The cartulary is entitled *Priivilegia aecclesiae sancti Andreae Hrofensis concessa*, 'Privileges granted to the church of Saint Andrew of Rochester'. It was compiled in the 1120s. Subsequently bound up with another manuscript (written by the same scribe, in a similar format), it forms part of the codex known to historians as the 'Textus Roffensis'.

⁴ It is possible that these Latin versions were produced – on the spur of the moment, so to speak – by the compiler of the cartulary. But that is not the only possibility, and perhaps not the likeliest one. The compiler himself did not have trouble reading or writing English. If he had thought of translating these documents, for other people's benefit, would he not have wanted to translate them all, rather than just three of them? It seems to me more probable that these three documents had been translated previously, each for some particular reason, and that the Latin versions existed in single-sheet form, stored in the archive together with the English originals.

⁵ One other document, surviving elsewhere, is also worth mentioning briefly. This is the will of *ealdorman* Ælfred (Birch, no. 558; Harmer 1914, 13; Sawyer, no. 1508), dating from the time of archbishop Æthelred (870–888); its contents are discussed by Brooks (1984, 151–2). Rochester stood to benefit, though only in a modest way.

⁶ A similar postscript, in Latin, is appended to Campbell, no. 16.

negotiating an acquisition of land, some time in the latter half of the ninth century.

Also excluded are two texts relating to the serfs of Wouldham.⁷ One is an informal memorandum (no. 7) naming the serfs said to have been brought to Wouldham from other places. Though I do not intend to consider this text in detail, I mention it again, later on, in discussing the history of Rochester's claim to Wouldham. The other text, though brief, is a formal document (no. 8) recording the terms of an agreement made by one of the serfs with bishop Siward (1058–1075?). This is the only written record we have dating with certainty from Siward's time in office.

The fourth vernacular text excluded from the present paper is a memorandum (no. 9) which, according to the rubric of the Latin translation, describes the distribution of responsibility for repairing the bridge at Rochester. This well-known text poses a variety of questions, some of considerable interest; but these questions do not overlap to any great extent with those which arise from the documents discussed below.

Before starting on that discussion, I ought to stress one further limitation on the scope of this paper. Except for some incidental remarks, it does *not* deal with questions relating to the succession of bishops of Rochester. It is a token of our meagre knowledge of Rochester's history, between the early tenth and the mid eleventh centuries, that even the sequence of bishops' names is uncertain at several points.⁸ Documents from the church's archive might be expected to bear upon these uncertainties. So indeed they do, but only very tangentially. As far as I can see, the documents under discussion here provide no definite answer for any of the doubtful points in the list of bishops.

The documents

The four documents vary in status. Two declare themselves to be formal documents, recording a transaction involving more than one party, drawn up in the presence of witnesses. The others are informal documents, drawn up unilaterally on behalf of the bishop or church of Rochester.

⁷ These texts have been printed and discussed at length by Pelteret (1986, 492–503).

⁸ The most recent list is the one compiled by Keynes (1986, 221). But this is – as Keynes himself describes it – 'no more than an interim statement' (*ibid.*, 209). For comments on some of the doubtful points, see below, notes 10, 16 and 41.

Of the two formal documents, one is a will (no. 3), of more or less conventional form. The original does not survive; but since we are told that the will was made in the presence of the bishop of Rochester, it seems likely that the document was drawn up by one of the bishop's scribes. Even so, the substance was presumably approved of, and the wording perhaps dictated, by the man and woman whose intentions it records. Quite possibly more than one copy of the document was made.⁹

The dating of this will is straightforward. From internal evidence, we can fix the date within about thirty years. The king and queen are mentioned, but not by name; the only definite clue we get comes from the fact that the will was made in the presence of bishop Ælfstan – and this means that it cannot be earlier than 964 nor later than about 994.¹⁰ Closer dating depends on how we place this document in relation to the sequence of events recounted by one of the informal memoranda (no. 6). The story is a complicated one, retold in detail below (though what is said there assumes the correctness of the dating suggested here); for the moment I simplify matters as far as possible.

The memorandum is chiefly concerned with the history of two estates – Bromley and Fawkham – which became the subject of a protracted dispute. In order to explain the origins of this dispute, the memorandum has to go back in time: it has to start by telling us about a third estate – Snodland. When the story begins, all three estates – Snodland, Bromley, Fawkham – belonged to a man called Ælfric. (According to Rochester's side of the story, Snodland ought not to have belonged to him; but as a matter of fact it did.) Some time later, the same three estates – Snodland, Bromley, Fawkham – belonged to Ælfric's widow. Now the crucial moment: the bishop took the widow to court and won possession of the Snodland estate. The date of this court case is not exactly known; but it happened during the reign of king Eadgar, so not later than 975. After that, though the other estates began causing trouble, there is no suggestion that Ælfric's widow ever even tried to regain possession of Snodland. On the contrary, when the memorandum mentions the estates in dispute, it makes a point of identifying them by name – Bromley and Fawkham – as if precisely to

⁹ This seems to have been standard practice. We are told explicitly that three copies were made of Ælfheah's will (no. 2).

¹⁰ A bishop of Rochester named Ælfstan witnesses royal charters from 964 till 994 (Keynes 1980, Table 2). There is, however, a definite gap in the sequence of signatures, from 984 till 988. It is possible that Ælfstan absented himself from court, for one reason or another (*ibid.*, 178–80). But it is also possible that there were two successive bishops both called Ælfstan. If so, the inference would be that Ælfstan I died in 984, and that Ælfstan II was appointed a few years later (see below, note 45).

make it clear that Snodland was no longer involved. The court case thus marks the moment when Snodland's history became disconnected from that of Bromley and Fawkham.

The will (no. 3) puts Ælfric's widow in possession of all three estates – Snodland as well as Bromley and Fawkham. It follows that the will must be earlier than the court case; therefore it must be earlier than 975. Given that, and given the mention of bishop Ælfstan, the document must date from 964×75. Whitelock, when she edited this will, arrived at a different conclusion regarding its date. She thought that it dated from after 975 (more precisely, from 975×87); and that dating has been accepted since by Robertson, Campbell, and others.¹¹ Though I do not entirely understand how Whitelock managed to arrive at this conclusion, I am satisfied it must be wrong. The document dates from the period when Snodland was linked with Bromley and Fawkham, not from the period after that link was broken.

The second formal document (no. 4) is an agreement recording the outcome of a dispute. We are told that the dispute began with a complaint from bishop Godwine (appointed 994×5), and that the case was referred by the king to archbishop Ælfric (995–1005). Again there is no surviving original; but this agreement was presumably drawn up on the spot, perhaps by a scribe working for the archbishop, with the assent of both parties. Very probably it took the form of a chirograph,¹² though this is not stated explicitly.

The two informal documents are of less immediately obvious significance. Both give narrative accounts of long-running disputes concerning estates to which Rochester had some claim. One is concerned with Wouldham (no. 5), the other – as mentioned already – with Bromley and Fawkham (no. 6). Both are plainly partisan: they give Rochester's side of the story.

It is clear, from internal evidence, that neither text can be earlier than the late tenth century. The sequence of events recounted in the Wouldham memorandum (no. 6) ends in the time of archbishop Dunstan (960–988) and bishop Ælfstan (appointed in 964, or perhaps a little before). Assuming the document to have been drawn up at around the time of the latest event mentioned in it, both Robertson and Campbell give its date as 964×88.¹³ Similarly, in the Bromley

¹¹ Whitelock (1930, 128–9); Robertson (1956, 366); Campbell (1973, xx–xxi). The same dating is accepted by Barker (1978, 181–2) and Wormald (1986, 158).

¹² A chirograph is a document designed to be cut into two or three pieces, so that each of the interested parties can keep one piece.

¹³ Robertson (1956, 332); Campbell (1973, xxvii).

memorandum (no. 6), the narrative concludes with a trial which took place after the death of king Eadgar in 975; and some of the persons mentioned in the text are referred to by titles they did not possess till some years after that. On the other hand we know – because the relevant charter survives (Campbell, no. 30) – that in 987 king Æthelræd gave Bromley to one of his friends, a man called Æthelsige. Because there is no mention of this fact in the Bromley memorandum, both Robertson and Campbell conclude that the document must have been written previously. They thus date it 980×7.¹⁴

In either case, the later bracket involves an argument from silence. But surely what needs to be stressed is the fact that these two memoranda relate to the same estates which Æthelræd gave back to the church of Rochester in the 990s – Wouldham in 995 (Campbell, no. 31), Bromley in 998 (Campbell, no. 32). They can best be read, it seems to me, as statements of the case made out by bishop Godwine when he was negotiating for the return of these estates.

In both of the charters just cited, the king admits to having acted wrongly in his youth: he is profusely apologetic, though very vague as to what he had actually done. If the memoranda are silent about these events, the silence may have been deliberate: and so I suspect it was. In the circumstances of the 990s, it would not have been necessary for the bishop to remind the king of what he now regretted having done; nor would it have been tactful for him to do so. That would explain well enough why both memoranda confine their accounts to events which had happened prior to Æthelræd's accession.

It would also explain why they seem so abnormally frank about the setbacks and failures suffered in the past – a point to which Wormald (1986, 167) has drawn attention recently. 'Such documents as those recording Rochester's humiliations were,' he comments, 'obviously not often kept.' Generally speaking, narratives of this kind would not be written – or at least would not be preserved – unless the story had a happy ending. With these two memoranda, the happy ending exists; but it has to be looked for elsewhere, in the charters which seem to form their respective sequels – the Wouldham charter for the Wouldham

¹⁴ Robertson (1956, 367); Campbell (1973, xxiv-xxv). The author of this text calls Ælfthryth, Eadgar's wife, 'the king's mother', so must have been writing after 978, when Æthelræd her son succeeded to the throne. Two of the witnesses titled bishop would not have been bishops at the time of the transaction, but may have been present nonetheless. I see no reason to think that these anachronisms are signs of ineptitude, as Campbell supposed. They simply mean that the author was writing some time after the event, and not trying to pretend otherwise. (Besides, they all occur in the final paragraph, which reads as if it may have been added later.)

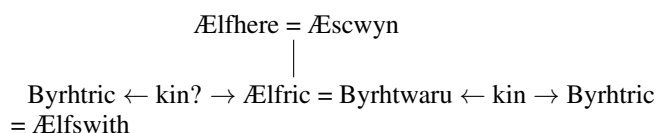
memorandum, the Bromley charter for the Bromley memorandum. In the 990s, with the king at last ready to listen, there would be no harm in mentioning past fiascos, provided that they had happened so long ago that the king was clear of blame.

If this interpretation is accepted, it will follow that both memoranda were most probably written in the 990s, by scribes working for bishop Godwine. The Wouldham memorandum (no. 5) survives as a single sheet (Cotton Ch. viii. 20).

People and places

Snodland

The history of Snodland during the tenth century has to be pieced together from three of the surviving documents: the will (no. 3), the Bromley memorandum (no. 6), and the agreement (no. 4). These documents are far from easy to understand; and matters are complicated further because Snodland's history became entangled with that of Bromley and Fawkham. But up to a point we can deal with Snodland separately.



At some date in the first half of the tenth century, an estate consisting of six sulungs¹⁵ at Snodland was the property of a man called Ælfhere. How he first acquired it we are not told. When he made his will (verbally, it seems), he bequeathed the Snodland estate to Saint Andrew's church. The fact of the bequest was not disputed later; the terms of it were.

According to one version of events – the version expounded in the Bromley memorandum (no. 6) – the bequest was meant to take effect immediately. When Ælfhere died, we are told, his widow – Æscwyn by name – handed over the 'books' (plural) to Rochester. (Which books these were is a question I return to later.) The understanding seems to have been that she would be allowed to retain the state on a lifetime lease; and apparently that is what happened. It was when she died,

¹⁴ The 'sulung' was a measure of arable land peculiar to Kent, denoting the area which could in theory be worked by one team of oxen. But it was also used – like the 'hide' elsewhere – as a measure of taxability.

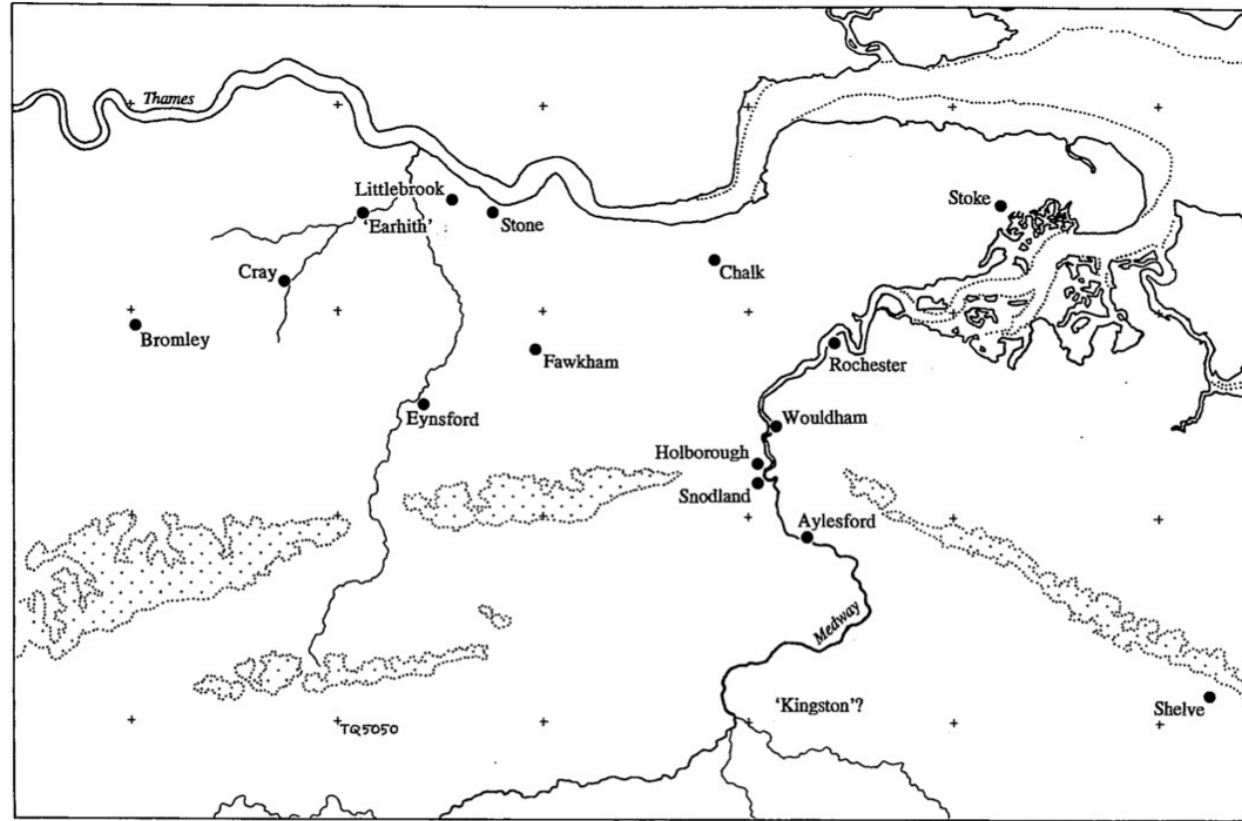


Fig. 1. Places mentioned in the text, excluding those shown in Figure 2. (The map is divided into 10-km. squares on the lines of the National Grid.)

presumably, that Snodland fell into the hands of her son – the villain of the piece – whose name was Ælfric.

Ælfric's side of the story is reported to us only at second hand (no. 3). According to this version, the bequest had been hedged about with qualifications which meant that it did not take effect at once. When Ælfhere died, the Snodland estate became the property of Æscwyn; when Æscwyn died it became the property of Ælfric; and when Ælfric came to make his own will, he left the estate to his widow Byrhtwaru. It was only when she died that Snodland would finally pass to Saint Andrew's church. The witnesses present at the making of this will – including archbishop Oda (942–958), but not any bishop of Rochester¹⁶ – were apparently ready to go along with Ælfric's version of events; or so we seem to be invited to infer. But the fact that this is explained in detail, perhaps around twenty years later, in somebody else's will, would suggest that there was some difference of opinion, and that it was hoped to prevent any further disagreement by putting this version on record.

The view from Rochester was that Snodland had never been rightfully in Ælfric's possession. What happened, according to the memorandum (no. 6), is that the Snodland books – the book delivered to Rochester by Ælfric's mother – were subsequently stolen and sold to Ælfric. The circumstances are not explained to us. We are told only that the books were stolen from 'the bishop' (not named) by 'the priests' – and presumably that means the priests of Saint Andrew's church.¹⁷ When the theft of the books was discovered, the bishop (still not named) demanded their return; but Ælfric refused, and was still in possession of the stolen books when he died. From him they passed to his widow. The bishop continued demanding their return; the widow continued refusing. By this point in the story, the bishop concerned has to be bishop Ælfstan (964–994?).

¹⁶ Also present were queen Eadgifu, in disgrace after 955, and the brothers Ælfheah and Ælfric mentioned in the Wouldham memorandum (no. 5). The fact that they are named as witnesses while their father Ælfstan is not may perhaps imply that Ælfstan was already dead. On that assumption, given that Ælfstan is known to have been still living in 946, the date of this transaction would be 946×55. We do not know whether Rochester had a bishop at the time: this document seems rather to imply that it did not.

¹⁷ Relations between the bishop and the community are an aspect of the church's history concerning which we know nearly nothing. But here is one clue that the priests' interests did not invariably coincide with the bishop's. It is notable too that in Æthelræd's charter of 995 (Campbell, no. 31) the eastern boundary of Littlebrook coincides with 'the bishop's boundary' – which seems to prove that Stone belonged to the bishop (see below, note 56) – while the northern boundary of Wouldham coincides with 'the brethren's boundary', – which seems to prove that Borstal belonged to the community.

As I read the evidence, it was during this impasse that Byrhttric and Ælfswith made their will (no. 3). For reasons we can only guess at, this will includes clauses relating to three estates which had formerly belonged to Ælfric, which currently belonged to his widow Byrhtwaru, and which Rochester was admitted to have some claim upon: not just Snodland, bequeathed by Ælfric's father, but also Bromley and Fawkham, bequeathed by Ælfric himself (see below). The will stipulates that all three estates are to continue in Byrhtwaru's possession for as long as she lives, not passing to Saint Andrew's church until she dies.

Bishop Ælfstan was present when the will was made, and by his presence assented to this arrangement. From his point of view, nothing stood to be gained from the will immediately, but the facts had been put down in writing for future reference. As far as Snodland is concerned, it is stated that Ælfhere had willed the estate to Rochester, that Ælfric had done the same, and that Byrhtwaru had possession of it only for her lifetime. Presumably the bishop had to accept that this was the best deal he could hope for in the circumstances.

Some time later, so I suppose, the bishop repudiated this compromise. Perhaps we may take it that Byrhttric had died by now, and that his death left Ælfric's widow unprotected. Bishop Ælfstan brought the case before a meeting of the king's court in London, alleging that the books had been obtained by theft, and demanding that they should be given back to him. The king who presided over the court was Eadgar; so this trial took place in 964×75.¹⁸ The outcome was, we are told (no. 6), that Byrhtwaru was made to surrender the stolen books; she was also made to pay compensation for the theft. This court case had consequences affecting Bromley and Fawkham (see below), but as far as Snodland is concerned it seems to have settled the matter in Rochester's favour. Apparently bishop Ælfstan got possession of the estate, and of the books which went with it.

For the next twenty years, we have no information regarding Snodland. Eventually, in the 990s, the agreement (no. 4) allows us to pick up the story again. By this time, in circumstances of which we are left in ignorance, Snodland had come into the hands of a man called Leofwine; and Leofwine claimed it as his personal property. As far as the evidence goes (admittedly not very far), this new dispute was unconnected with the one resolved by king Eadgar.

When bishop Godwine was first appointed, in 994×5, he found in his

¹⁸ If 'the other bishop Ælfstan' means Ælfstan bishop of Ramsbury, as it probably does (Robertson 1956, 366), the dating can be sharpened up to 970×5.

cathedral ‘the same documents which his predecessor had’ – presumably the books recovered by bishop Ælfstan in 964×75. On the strength of these, bishop Godwine laid claim to the estate and brought the matter to king Æthelræd’s attention. In other disputes which happened at about this time (see below), the king was directly implicated; but it seems that he had no personal interest in the Snodland affair. Instead he ordered the case to be brought to trial before a meeting of the shire court – a meeting presided over by archbishop Ælfric (995–1005).

After mediation by disinterested parties, the result was a compromise embodied in a written agreement (no. 4). The bishop was persuaded to let Leofwine retain the estate for his lifetime, in return for a promise that after his death it would revert to Rochester. Leofwine agreed to surrender some documents he had in his possession, admitting that they did not rightfully belong to him; and he completed his side of the bargain by donating some land in Rochester – ‘all the properties¹⁹ he owned west of the church’.

In the absence of indications to the contrary, perhaps we may assume that this agreement took effect. Certainly Snodland did belong to the bishop of Rochester in the 1080s.

Bromley and Fawkham

Two estates, Bromley and Fawkham, were willed to Saint Andrew’s church by Ælfric, Ælfhere’s son. We are not told how he acquired them: perhaps they were bequeathed to him by his father. Unlike Snodland, these estates were undisputedly his. When he made his will, he bequeathed them both to Rochester, with the customary proviso that the bequest should not take effect till after the death of his widow.²⁰ It seems odd to find Ælfric making such an amicable arrangement with the church of Rochester at the very time when (so we are told) he and the bishop were locked in conflict over the Snodland books. Perhaps Ælfric had deflected the bishop from that dispute by promising that Rochester would benefit in his will. Speculation aside, the facts are recorded in the will of Byrhttric and Ælfswith (no. 3), made while Ælfric’s widow was still alive.

When bishop Ælfstan took the widow Byrhtwaru to court, aiming only to recover the Snodland books, his action had consequences which were

¹⁹ The word used is *haga*, ‘fence’. In an urban context, this means a fenced-off portion of land, together with the buildings upon it.

²⁰ Fawkham is bequeathed to Rochester ‘for Ælfric her lord and his ancestors, as was their will’. I assume that ‘their’ refers to Ælfric and Byrhtwaru, not to these nameless ancestors.

neither intended nor expected. In addition to giving the bishop what he wanted, the court decided to inflict its own punishment. The other estates which Byrhtwaru had acquired from her husband – Bromley and Fawkham – were adjudged to have been forfeited to the king. All at once, the widow and the bishop discovered that it suited them both to prevent this from happening. Before the king's reeve had time to take possession, Byrhtwaru and bishop Ælfstan came to an understanding. Though the details are not made clear, the upshot is plain enough. Byrhtwaru surrendered the books for Bromley and Fawkham; the bishop bought them from the king;²¹ and then the estates were leased by the bishop to Byrhtwaru.

After king Eadgar's death, Byrhtwaru saw her chance to break the agreement she had made with bishop Ælfstan. Egged on by one of her kinsmen – a man called Byrhtic²² – she brought the case before a court (the shire court, apparently) presided over by *ealdorman* Eadwine. If it is right to suppose that the memorandum confines itself to events before the accession of king Æthelræd, this trial would have taken place in 975×8, during the reign of Æthelræd's half-brother Eadweard; it cannot have happened more than a few years later, because the *ealdorman* named here died in 982.

As I understand the sequence of events, Byrhtwaru would have been able to argue that bishop Ælfstan had himself reneged on a compromise – an arrangement which had been agreed to in the presence of various witnesses and ratified in writing by the will of Byrhtic and Ælfswith. Threatened with the loss of all his property, the bishop had to give way. He withdrew his claim to Bromley and Fawkham, and the books which he had bought from king Eadgar were now returned to Byrhtwaru.

The memorandum takes the story no further. It seems to admit that bishop Ælfstan had publicly abandoned the claim. Rather than

²¹ The evidence regarding the purchase price is confused. In this memorandum (no. 6) we are told that Bromley and Fawkham together cost 15 mancuses of gold and 130 pounds of silver; yet, in a forged charter ostensibly recording part of the same transaction (see below), we are told that for Bromley alone the bishop paid 80 mancuses and 6 pounds to the king, and 30 mancuses more to Wulfstan the reeve. (The *mancus* was a weight of gold equivalent to 30 pennies; a pound of silver consisted of 240 pennies.)

²² For reasons which again I do not fully understand, Whitelock assumed that this man – 'Byrhtic the widow's kinsman' (no. 6) – should be identified with the Byrhtic who made the will (no. 3). But in fact there are *two* men called Byrhtic involved in the story. When Byrhtic (Ælfswith's husband) made his will, Byrhtwaru was present, accompanied by 'Byrhtic her kinsman'. (He did not benefit from the will himself; he was there, it seems, to look after Byrhtwaru's interests.) Surely it makes more sense to identify *this* man – not the man who made the will – with 'Byrhtic the widow's kinsman' of the Bromley memorandum.

denying that – which was presumably a matter of common knowledge – the memorandum stresses that the bishop had been acting under duress, and that he had not been allowed a fair hearing. Having gained possession of both estates, Byrhtwaru presumably kept it. Because the memorandum makes a point of telling us that Byrhttric, Byrhtwaru’s kinsman, shared the blame, it seems likely that Bromley and Fawkham passed into his hands, perhaps when Byrhtwaru died. By 987, somehow or other, Bromley had come into the king’s possession (Campbell, no. 30) – and possibly the same was true for Fawkham too.

By 998, after briefly belonging to one of king Æthelræd’s ministers (see below), Bromley was back on the market. Bishop Godwine put in a bid, on behalf of Saint Andrew’s church: the Bromley memorandum (no. 6) is, as I understand it, a statement of the bishop’s case, drawn up in 998 or shortly before. The bid was successful. Bromley was granted to Rochester, and once again a new charter was issued (Campbell, no. 32). After that, as far as we know, Bromley remained in Rochester’s possession till Domesday and beyond.

Denton, Longfield, Darenth

The will of Byrhttric and Ælfswith (no. 3) has been cited already, several times, because of the information it provides concerning the disputed estates of Snodland, Bromley and Fawkham. Without telling us why, Byrhttric and his wife seem clearly to have felt responsible for seeing that the terms of Ælfric’s will were properly carried out. This meant that they had to mediate between Ælfric’s widow Byrhtwaru and bishop Ælfstan. Since they had it in mind to bequeath estates of their own both to Byrhtwaru and to the church of Rochester, we may take it that they could bring some leverage to bear. The compromise recorded here allowed Byrhtwaru to keep the estates bequeathed to her by her husband, on the understanding that when she died they would all become the property of Saint Andrew’s.

Byrhttric and Ælfswith between them had a dozen estates to dispose of, mostly in west Kent (Figure 2). Two estates – Denton and Longfield, assessed at two sulungs each – were willed to the church of Saint Andrew unconditionally. Denton was given in his name, Longfield in hers. A third estate – Darenth – was willed to Byrhtwaru for life; after her death it too was intended for Saint Andrew’s. Other bequests were made to Christ Church, Canterbury, to Saint Augustine’s, and to the minster at Walkingstead in Surrey. Meopham was given to Christ Church; ten hides of land at Stratton (in Godstone) were given to Walkingstead.

In addition, Rochester gained a quantity of gold and silver, and a yearly payment of two days’ food-rent from each of four estates –

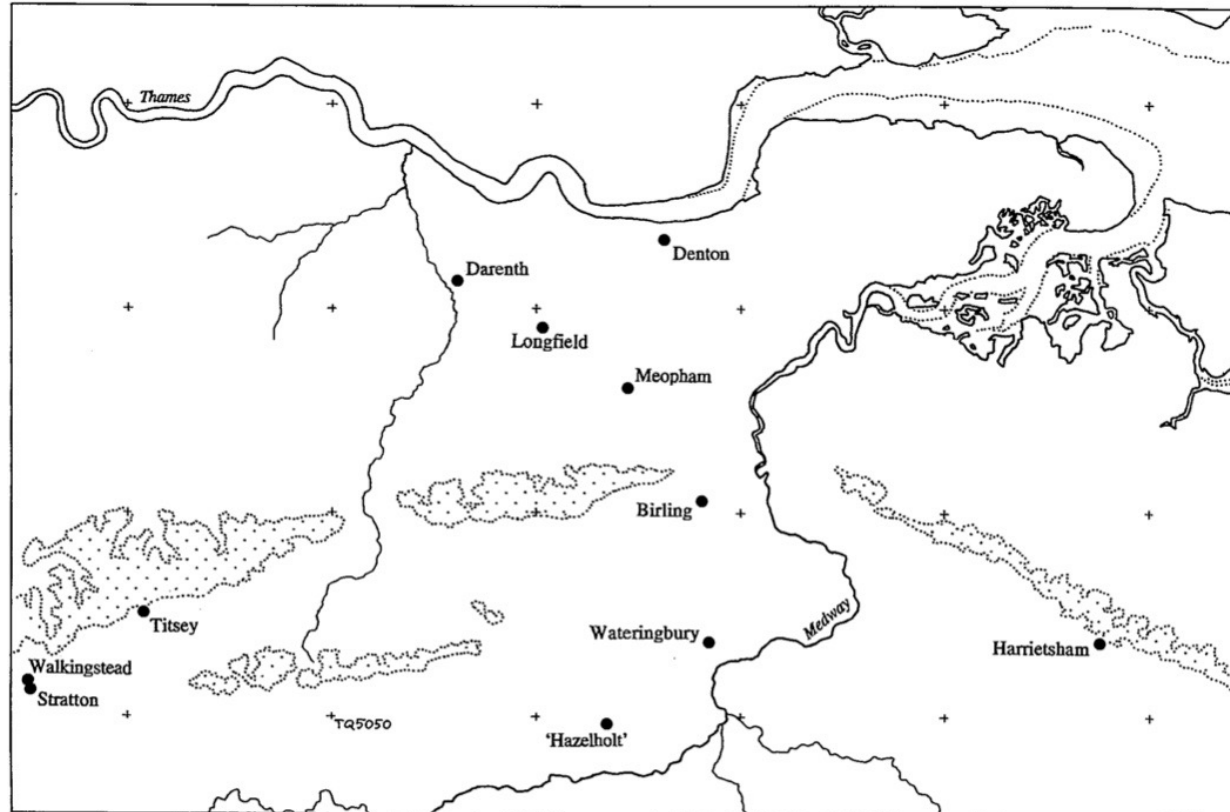


Fig. 2. Estates belonging to Byrhtic of Meopham and Aelfswith his wife, c. 970. (The map is divided into 10-km squares on the lines of the National Grid.)

‘Hazelholt’,²³ Wateringbury, Birling, Harrietsham. These four estates, together with two estates in Surrey, were distributed by Byrhtic and Ælfswith among their kinsmen. The man who inherited Birling – Wulfheah by name – was required to make a one-off payment of ten hundred pennies to Saint Andrew’s church.²⁴

Though only one book is mentioned explicitly (the one for Titsey in Surrey), presumably there must have been a book for each estate. Thus, if everything had gone according to plan, the books for Denton, Longfield and Darenth ought all to have been transferred sooner or later to the archive at Rochester. Yet no such charters survive.²⁵ It is possible that Darenth was forfeited to the king soon afterwards, with the rest of Byrhtwaru’s property (see above); there is nothing to suggest that Rochester’s claim to the estate was ever pressed.²⁶ But Denton and Longfield ought to have passed directly into Rochester’s possession – which is where we find them in the 1080s. So the absence of books for these two estates is a puzzle.

Wouldham and Littlebrook

The other memorandum (no. 5), also drawn up (I suppose) in the 990s, is concerned with the history of Wouldham. It begins by alluding to the fact that this estate was given to Saint Andrew’s long ago, in the time of bishop Eardwulf, by king Æthelberht – evidently the Kentish king who died in 762.²⁷ The memorandum is not trying to argue that an eighth-century Kentish charter ought still to carry weight. It mentions

span ²³ The name is spelt *Hæs(e)lholt*. A place called *Hæselholt*, presumably the same place, was one of the estates responsible for maintaining the fifth pier of Rochester bridge (no. 9). The name appears also in *Privilegia* (fol. 221r), in a list of the churches belonging to the diocese of Rochester. In the bridgework list, as in this will, ‘Hazelholt’ is associated with Wateringbury, so was probably in the same neck of the woods. The suggestion that ‘Hazelholt’ may have been an alternative name for Hadlow has something to be said in its favour (Wallenberg 1934, 176), but seems very far from certain.

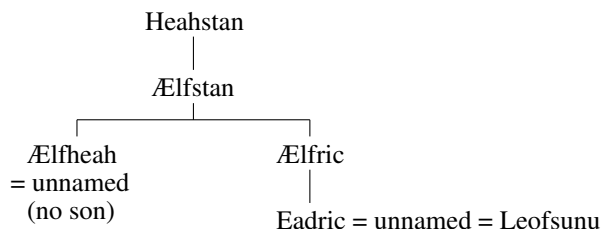
²⁴ Apparently he agreed to make this payment in preference to being bound by the constraint which applies to the other five estates – the stipulation that the land is to stay ‘within the family’, *innon þæt gecynde*. I am grateful to Dr Edden for advice as to the meaning of this phrase.

²⁵ The book for Meopham, which ought to have gone to Christ Church, did apparently do so. Among the documents from the Canterbury archive there is a charter of king Æthelstan dated 939 (Birch, no. 741; Sawyer, no. 447) granting 12 sulungs at Meopham to a *thegn* called Ealdwulf. For comments on this see Brooks (1984, 221).

²⁶ By Domesday, the manor of Darenth had come to belong to the archbishop. A twelfth-century Rochester scribe, commenting on this anomaly, confesses ignorance of how it had come about (*Privilegia*, fol. 177v, added by a later hand). His colleagues at Christ Church were, it seems, equally in the dark (Brooks 1984, 221).

²⁷ He subscribes to two of Rochester’s charters (Campbell, nos. 3 and 4).

the fact, and then promptly admits that the estate was later lost. Because these matters are referred to so unemphatically, the chances are that the story was true – and known to be true for the simple reason that Æthelberht’s charter was still to be found in the archive.



From Rochester’s point of view, the history of Wouldham did not begin again until the 940s, when the estate was acquired by a man called Ælfstan Heahstaning. The purchase was negotiated with king Eadmund (942–946); a charter ratifying the transaction was issued by king Eadred (946–955). The price that Ælfstan paid – for an estate assessed at six sulungs – was 120 mancuses of gold and 30 pounds of silver.²⁸ According to Rochester’s version (which is partisan), most of the capital was provided by one of Ælfstan’s sons, Ælfheah by name.

Ælfstan was clearly a man of considerable property. The only estates we hear of are those which entered into the transactions described below, and the implication is that these did not amount to more than a fairly small share of his total possessions. (Four estates, it seems, were the sort of share which a wealthy man might lease to his younger brother.) Except for Wouldham itself, we are given no information as to how these various holdings had been acquired.

When Ælfstan died, there was a dispute between his sons, Ælfheah and Ælfric, regarding the inheritance of their father’s holdings of bookland.²⁹ The story we hear, from our biased source, is that Ælfheah succeeded in proving that all the bookland had been willed to him. Out of pure generosity, he leased four estates – ‘Earhith’,³⁰

²⁸ The purchase is mentioned also in no. 7, which quotes the same figures. Converted to cash (see above, note 21), that price would be equivalent to 10800 pennies, i.e. 1800 pennies per sulung.

²⁹ The brothers occur together in no. 3 as witnesses to a will made in the presence of queen Eadgifu and archbishop Oda (see above, note 16).

³⁰ The place is called *Earhið* in the English text, *Earhetha* in the Latin version. Its identification with modern Erith (TQ 5178) seems obvious at first sight, and was taken for granted by Robertson (1956, 333); but apparently the name has moved. The place referred to as ‘Earhith’ here is the place which was later called Eard and is now called Crayford (see below, note 35).

Cray,³¹ Eynsford, Wouldham – to his brother. Then Ælfric died; and Ælfheah, having no son of his own, leased three estates – ‘Earhith’, Cray, Wouldham – to his brother’s son, Eadric. Then Eadric died; and Ælfheah leased three estates – ‘Earhith’, Wouldham, Littlebrook – to Eadric’s widow, whose name is not reported. Cray became her property automatically, because it was her ‘morning-gift’.³²

Having outlived his brother and nephew, but not his nephew’s widow, Ælfheah now fell ill. Wanting to make his will, he asked archbishop Dunstan (960–988) to come to Shelve for the purpose. Dunstan came,³³ and Ælfheah arranged for the disposal of his property in the archbishop’s presence. Three copies of the will (no. 2) were drawn up,³⁴ one to be held by Christ Church, the second by Saint Andrew’s, and the third by Ælfheah’s widow (who has no part in the story except for this). Though the memorandum does not record the exact terms of the will, apparently it was Ælfheah’s intention that Eadric’s widow should keep the three estates which had been leased to her, but that when she died they should all be given to the church – ‘Earhith’ to Christ Church,³⁵ Wouldham and Littlebrook to Saint Andrew’s.

On Ælfheah’s death, the will was disputed by a man called Leofsunu, who, meanwhile, had married Eadric’s widow. He seized the estates in his wife’s name and refused to give them up. From glancing remarks in the Wouldham memorandum (no. 5), the gist of Leofsunu’s case is clear enough. In his version of the story, these three estates had never been Ælfheah’s property: they had been Ælfric’s share of the inheritance of Ælfstan Heahstaning. Ælfric passed them on to his son; Eadric willed them to his widow. If these estates had really belonged to Ælfheah, argued Leofsunu, common sense would have led him to

³¹ The estate is called simply Cray, without any clue which would help us to locate it more precisely. On the map I have marked it at Foot’s Cray; but that is just an arbitrary choice, not a considered suggestion.

³² The morning-gift was the present a man was expected to give to his wife, the day following the marriage. It remained her property if she outlived her husband (unless she was thoughtless enough to remarry within a year).

³³ Like the author of the Latin version, I assume that the ‘he’ in ‘he came to Shelve’ is Dunstan. Robertson thought it meant Ælfheah.

³⁴ Like Robertson, unlike the author of the Latin version, I take it that written documents are meant.

³⁵ ‘Earhith’, meaning Crayford, was one of the estates restored to Christ Church by Willelm I, after 1070 (Le Patourel 1948, 25, from a twelfth-century copy of the king’s obit); it appears in Domesday Book (fol. 3r) among the archbishop’s manors. As far as I know, the Christ Church sources do not explain how Crayford was first acquired, or how it came to be lost.

advertise his ownership in the usual way, by collecting food-rent from them. In fact, so Leofsunu alleged, he had never done so.

Rochester's memorandum is evidently replying to this assertion when it insists that Ælfheah *did* collect food-rent from Wouldham, even though admittedly he left it late, and that he was only prevented from doing the same on the other estates by the fact that he then fell ill. In any case, the estates being claimed by Leofsunu did not all have the same history. What about Littlebrook, held by Ælfric's widow but not by Ælfric himself? What about Eynsford, held by the father but not by the son? The author of the memorandum assumes (I suppose) that these facts will be well-known. He also states that Eadric made no will – which if true would tend to prove that he did not own any bookland.

At archbishop Dunstan's instigation, the case was wrought before a meeting of the shire court at 'Earhith'. By his own oath, backed up by the oaths of a thousand other men, Dunstan proved the church's claim to the estates seized by Leofsunu: 'and it was known in Sussex and Wessex and Middlesex and Essex that the archbishop with his own oath had secured possession for God and Saint Andrew . . . of the estates which Leofsunu had usurped from him'.³⁷

Unfortunately, the date of this trial cannot be fixed at all closely. Because of this uncertainty – in particular because it is doubtful whether the trial took place before or after the accession of king Æthelræd – it is hard to understand what significance was being attached to this episode by the author of the memorandum. At first sight, he seems to be telling us that the story had a happy ending – that Rochester, with the archbishop's help, did manage to gain possession of Wouldham and Littlebrook. When we hear of them again, however, both estates were in the king's hands, and bishop Godwine was trying to prove that they ought to belong to his church. It seems more likely, therefore, that Leofsunu defied the verdict, and that the disputed estates remained in his possession for some time, before eventually reverting to the king. If that is what happened, and if the king connived at Leofsunu's misconduct, the memorandum would probably prefer not to say so.

In 995, soon after the appointment of bishop Godwine, king

³⁶ Literally, 'when afterwards it seemed good to him', *ða him eft geðuhte*. 'In his own good time' is Robertson's translation.

³⁷ Like the author of the Latin version, I would suppose that the 'books' mentioned at the end of this memorandum were 'books of ecclesiastical law'. Robertson thought the meaning might be that Dunstan produced the relevant charters as evidence. But the charters would not have been in Dunstan's possession at the time.

Æthelræd gave Wouldham and Littlebrook to the see of Rochester. His charter (Campbell, no. 31) says explicitly that he is restoring the estates to their rightful owner, so as to put right an injustice he had done in his youth. But the details are not explained. The charter, for all its verbosity, does not actually tell us very much; the memorandum maintains a tactful silence (or so I suppose); and we have no other means of knowing or guessing at the truth.

I suggest, by the way, that the list of serfs (no. 7) relates to some reorganization of the Wouldham estate following its acquisition by bishop Godwine. This text concludes with a brief historical comment, recalling the fact that the land had been bought from king Eadmund by Ælfstan, Ælfheah's father. Most of the wording is in loose agreement with that of the corresponding passage in the Wouldham memorandum (no. 5); but there is one phrase which has no counterpart there. When the estate was bought, we are told, it was bought complete with all its movable assets, 'with everything that stood upon it'. Perhaps these words are barbed: perhaps they mean that Wouldham had been stripped of its assets, including its servile labour, and that the king had to be persuaded to make amends by drafting in serfs from estates of his own elsewhere – from Aylesford, 'Kingston',³⁸ and Chalk.

Associated charters

Snodland

There are two charters extant – one of them as a single sheet – relating to land at Snodland and nearby. One is a charter of king Ecgberht dated 838 (Campbell, no. 19 = Cotton Ch. viii. 30) granting four sulungs of land at Snodland and Holborough;³⁹ the other is a charter of king Æthelwulf dated 841 (Campbell, no. 20) granting two sulungs at Holborough. It is tempting to assume that these were the books we hear

³⁸ The text says explicitly 'from the south from Kingston'. Pelteret assumes that this Kingston is the place between Canterbury and Dover (TR 1951). I doubt whether that can be right – partly because of the distance, partly because it seems unlikely that a Rochester scribe would think of a place beyond Canterbury as lying towards the south. It seems that there may have been a place called Kingston not very far from Yalding (TQ 6950). The evidence for this is noted briefly by Wallenberg (1934, 168), and might be worth pursuing.

³⁹ The endorsement of Campbell, no. 19, is 'Snodland book – 4 sulungs'. It seems fair to guess that the other charter was labelled 'Snodland book – 2 sulungs'.

of a hundred years later, by which time they and the land in question had come into Ælfhere's hands, In one sense, that assumption would certainly be false; in another sense it is probably correct, subject to two reservations.

First, the single sheet of Ecgberht's charter is agreed to be very much later than its ostensible date – 'not earlier than 970', in Campbell's judgment.⁴⁰ Thus this particular sheet of parchment cannot be one of the actual books which are said to have been given to Rochester by Ælfhere's widow, stolen and sold to Ælfric, and finally recovered from Ælfric's widow Byrhtwaru. It seems a likely guess – it cannot be more – that Æthelwulf's charter, as it existed in the twelfth century, was also a later copy.

Second, both charters purport to have been issued in favour of bishop Beornmod, who was indeed the contemporary bishop of Rochester (802–844?). But that does not mesh with what we are told in the Bromley memorandum (no. 6). By that account, Rochester had no claim to Snodland until the estate was willed to it by Ælfhere, some time before 958. The documents which caused so much trouble in the time of bishop Ælfstan were the books which had once belonged to Ælfhere; there is no suggestion that Rochester had books of its own. Recognizing the problem, Campbell suggested that these two charters might relate to a different estate from the one which was willed to Rochester by Ælfhere; but that theory seems only to dispose of one difficulty by creating many more.

The suggestion I would make is that these two charters were copied out again – in the late tenth century, by a Rochester scribe – specifically for the purpose of allowing Beornmod's name to be substituted for that of the original beneficiary (who was, hypothetically, one of Ælfhere's ancestors).⁴¹ In both charters, 'bishop Beornmod' is named as one of the witnesses; and a Rochester forger would probably have known that Beornmod was bishop of Rochester. Further, it seems likely that the recopying of these charters was connected with the

⁴⁰ Campbell (1973, xiv), in line with the opinions cited by Sawyer (1968, 141).

⁴¹ Professor Brooks points out to me that a substitution of the same sort has visibly been made in another ninth-century charter (Campbell, no. 24 = Cotton Ch. viii. 29). In this case the document was altered, rather than being recopied in its entirety; so it is possible to see that the name of the original beneficiary has been erased, and that in its place a tenth-century hand has written the words *Waermundo episcopo*. Correspondingly the date has been altered – from 860 to 790. By the way, the inclusion of 'Wærmund II' in the list of bishops depends solely on the evidence of this charter; and clearly it cannot be trusted.

renewed litigation of bishop Godwine's time.⁴² The falsification would reinforce Rochester's claim, representing Snodland as a grant made directly by the king, rather than as the bequest of a private individual. It might also be a prudent precaution, if there was any risk of the current dispute reviving recollections of the previous controversy.

Bromley

For Bromley four books survive, three of them in single-sheet form. The earliest is a charter of king Æthelberht of Wessex, dated 862, granting this estate to a *thegn* called Dryhtwald (Campbell, no. 25 = Cotton Ch. viii. 32). The single sheet, despite some disagreement among palaeographers,⁴³ does seem to be of ninth-century date; and there is no reason to doubt its authenticity. This, we may assume, is the actual book which became a bone of contention a hundred years later – which belonged to Ælfric, and then to his widow Byrhtwaru; which was bought by bishop Ælfstan from the king; and which later had to be given back to Byrhtwaru.

The two charters issued by king Æthelræd, in 987 and 998

⁴² It is not clear what the documents were that Leofwine had in his possession (no. 4). There is some ambiguity in the text, because the relative clause *þe ær of þære stowe geutod wæs*, 'which previously was alienated from the foundation [i.e. the church of Rochester]', could be taken to refer either to 'the estate' (*to þam lande . . . þe ær . . .*) or to 'the documents' (*þa swutelunga . . . þe ær . . .*). Robertson preferred the second interpretation ('the deeds relating to the estate which he had and which had been . . .'), and I am inclined to agree. We already know that the estate had been alienated: there is no point in telling us that again. But on Robertson's reading the singular *wæs* would imply that only one document was involved; so we should have to construe *swutelunga* as accusative singular, not plural. (Spelt and inflected in the most 'correct' way, the singular ought to be *sweotolunge*, not *-a*). At all events, the document which had passed into Leofwine's hands was different from the document or documents which the bishop found in the church's archive when he first arrived. We do not know what it was, nor what became of it later. Perhaps it was destroyed after being surrendered.

⁴³ Campbell came close to contradicting himself, apparently because he changed his mind in midstream. At first he seems to have inclined to the view that the single sheet was contemporary with the transaction, or only slightly later (Campbell 1973, xiv–xv); but elsewhere he seems to prefer to regard it as a late tenth-century copy (*ibid.*, xxiv), which is more in line with the opinions cited by Sawyer (1968, 152–3). I am greatly obliged to Professor Brooks – who accepts the document as a contemporary record (Brooks 1984, 361) – for taking the trouble to explain the facts of the case. To an expert eye, it seems, the script has a clumsy look; and one explanation for this might be that the document was a copy, made by a scribe who was struggling to imitate unfamiliar letter-forms. Alternatively, this awkwardness may just reflect the low level of literacy in mid ninth-century England. At first I was inclined towards the first explanation; but Professor Brooks has convinced me that the second should be preferred.

respectively, are both, to all appearances, perfectly genuine. In 987, Bromley was granted to a man called Æthelsige, a member of the king's entourage. The book issued on this occasion survives as a single sheet (Campbell, no. 30 = Cotton Ch. viii. 14). It is agreed to be more or less contemporary with the date of the transaction, and may have been written by a scribe working for the king.⁴⁴ Some years later, Æthelsige was disgraced and deprived of all his property; and in 998, with apologies for past wrongdoing, the king 'restored' Bromley to the see of Rochester.⁴⁵ The book then given to bishop Godwine (Campbell, no. 32) survives only as a copy in the cartulary, but the text seems unobjectionable.

The boundaries of the Bromley estate, as given in the charter of 987 (Campbell, no. 30), are identical – except for some standardization of the spelling – with those given in the ninth-century charter (Campbell, no. 25).⁴⁶ There is only one obvious explanation for this: we have to assume that the scribe who drew up the new charter had the old charter in front of him at the time. In other words, it seems to follow that the old book, by 987, had come into the king's possession.

We might expect that earlier documents would normally have been destroyed whenever a new book was drawn up. But clearly that was not the way things worked. The old charter of 862 survived, presumably in Æthelsige's hands, during the time that Bromley belonged to him. Similarly, when bishop Godwine finally gained possession of Bromley, he also got hold of the two pre-existing books – and having got hold of them, he kept them. It is fortunate for us that he did so; but we should not feel inhibited from asking why.

⁴⁴ Campbell (1973, xv), in line with the opinions cited by Sawyer (1968, 267). Keynes (1980, 89–90) shows that the wording and witness list match up with those of other charters issued in the same year.

⁴⁵ Though I do not intend to discuss it here, there is one complication which cannot be left unmentioned. It is reported that in 986 'the king destroyed (*forðyde*) the bishopric of Rochester' (Ashdown 1930, 40). The information comes from a highly reliable source – a sequence of one-line annals incorporated into the CDE text of the *Anglo-Saxon Chronicle* – and we can probably take it for granted that the statement was true. What it was intended to mean is much less clear. I incline to think that *forðyde* here means 'abolished, did away with' – an interpretation which happens to have the support of the *Oxford English Dictionary* (s.v. 'fordo'). If the bishopric was indeed abolished, presumably it must have been vacant at the time; so on this view we should have to accept the suggestion that bishop Ælfstan (= Ælfstan I) did die in 984 or shortly afterwards (see above, note 10). We should also have to assume that the decision was soon rescinded – no later than 988, when bishop Ælfstan (= Ælfstan II) begins witnessing royal charters.

⁴⁶ The consequence is that we find a genuine set of ninth-century bounds embedded in a genuine tenth-century charter. If the old book had not been preserved, we should not have had any means of knowing this.

In the charter of 998 (Campbell, no. 32) the boundaries are differently described. Also the estate is assessed at six sulungs, not ten as it was before. One explanation for this might be that the king reduced the assessment, allowing the bishop a permanent tax reduction of 40 per cent. Another would be that the king did not give Rochester the whole estate, but kept four sulungs for himself.⁴⁷ Comparison between the two sets of bounds appears to favour the latter interpretation.

Table II. Bounds of Bromley

no. 25	no. 32	modern
10 sulungs	6 sulungs	place-names
<i>Cystaningamearc</i>	<i>Cyssestanegemæra</i>	Keston
<i>Wichemamearc</i>	<i>Wichamesgemæra</i>	Wickham
<i>Biohhahemamearc</i>	<i>Beohhahamesgemæra</i>	Beckenham
<i>Liofshemamearc</i>		Lewisham
	<i>Beringehamesgemæra</i>	Bellingham
<i>Modingahemamearc</i>	<i>Modingahamesgemæra</i>	Mottingham
<i>Cregsetnahaga</i>		Cray
<i>Fearnbiorgingamearc</i>		Farnborough
	<i>Cyselhyrstesgemæra</i>	Chislehurst
	<i>Croptunesgemæra</i>	Crofton
	<i>Rugebeorgesgemæra</i>	
<i>Cystaningamearc</i>	<i>Cyssestanegemæra</i>	Keston

The boundaries are fairly easy to understand, as long as we concentrate on the main features – the boundaries shared by Bromley with neighbouring settlements – and avoid becoming distracted by the details. The surveys start from different points; but if we rotate them so that they both start in the south, we can line up the place-names as shown in Table II.⁴⁸ With the exception of ‘Roughborough’, which (as far as I know) has not been identified, all the places named can still be found on the map, within a few miles of Bromley. A diagram may help (Fig. 3).

⁴⁷ As far as I know, the first person to say this plainly was Margaret Gelling, speaking at a symposium in 1953. The meeting was organized by Mrs N. Piercy Fox, who wrote a short report of it for *Arch. Cant.*, lxvi (1953), 172–3. See also Watts (1979).

⁴⁸ I have altered a few of the spellings, so that each scribe is consistent with himself. But I have not emended the Kentish spellings of no. 25. The words *mearc* and *gemæra* both mean ‘boundary’; they are as nearly synonymous as makes no difference. For the boundary with Cray alone (no. 25), the term used instead is *haga*, ‘fence, hedge’. In this context, clearly, the word refers to a stretch of boundary; so it seems that the people of Cray, the *Cregsete*, had marked off their frontier (presumably on all sides, not just this one) with some kind of fence.

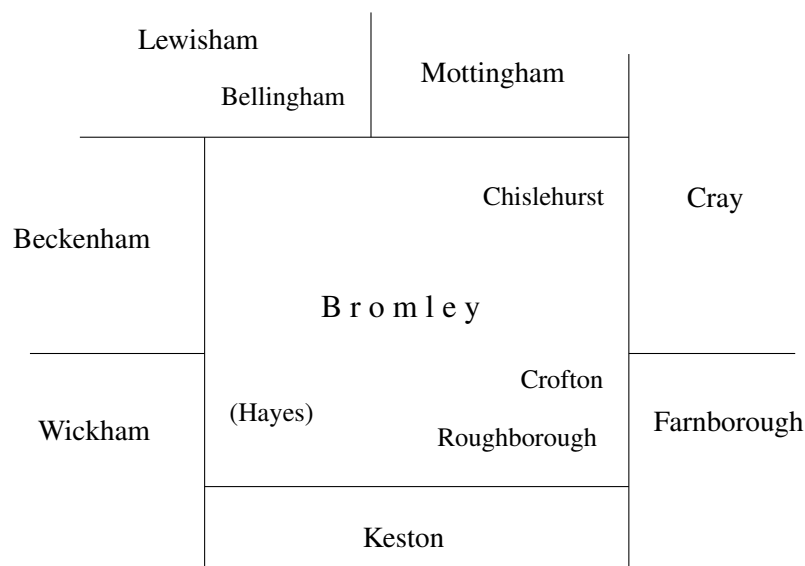


Fig. 3. Diagram illustrating the bounds of Bromley.

On all sides except the east, Bromley's boundary seems to have remained unchanged. In the 990s as in the 860s, Bromley shared boundaries with Keston towards the south, with (West) Wickham and Beckenham towards the west, and with Mottingham towards the north. There is one difference – but it probably tells us something about the history of Lewisham, rather than about the history of Bromley.⁴⁹ Towards the north-west, in the ninth century, Bromley shared a boundary with Lewisham; by the end of the tenth century the boundary here was shared with Bellingham instead. But all that this means, I suppose, is that the southernmost part of Lewisham had begun to be distinguished by this name, without any alteration of the boundary with Bromley.

Towards the east, the boundary was redefined in the 990s. Instead of with Cray and Farnborough, Bromley came to share boundaries with Chislehurst, Crofton and 'Roughborough'. To put it simply, the line was

⁴⁹ At the time of the Domesday survey, Lewisham belonged to the abbey of Saint Peter of Gent. The monks there believed, perhaps correctly, that this and the other land they owned in Kent had been given to their abbey by king Eadgar. By the thirteenth century they had a charter to prove it (Sawyer, no. 728); but this charter is not authentic, and in any case does not give boundaries.

drawn to the west of Chislehurst, rather than to the east of it. The new survey begins by demarcating this new stretch of boundary: it starts from the point where Bromley and Mottingham and Chislehurst come together. More than that, it does actually refer to the new stretch as ‘the king’s boundary’ – and then it explains that the boundary meant is ‘the one with Chislehurst’. It thus seems tolerably clear that the Bromley estate was not restored to Rochester in its entirety. The king gave most of it back; but he kept a slice for himself – four sulungs out of ten.⁵⁰

The fourth and last of the charters relating to Bromley (Campbell, no. 29 = Cotton Ch. viii. 33) is ‘written in a fine bold hand of the last quarter of the tenth century’.⁵¹ This document is spurious, as was proved by Barker (1978). It purports to be a charter of king Eadgar for bishop Ælfstan. But there is no mention of any new book in the Bromley memorandum (no. 6); and that silence seems enough to prove, not only that this charter is a forgery, but also that the forgery is later than the memorandum. Indeed, it seems clear that the forger made use of that document for concocting his list of witnesses. What is more, the boundaries quoted in the forgery agree exactly with those given in Æthelræd’s charter for bishop Godwine (Campbell, no. 32); and the presumption has to be that the forgery derives from the genuine document, rather than vice versa.⁵²

Wouldham

With regard to Wouldham, the charter obtained from king Æthelræd in 995 (Campbell, no. 31) is preserved only as a copy in the cartulary, but its authenticity seems certain. The memorandum (no. 5) tells us what earlier documents could be produced, at that time, as evidence in support of Rochester’s claim: a charter of king Æthelberht of Kent for bishop Eardwulf, a charter of king Eadred for Ælfstan Heahstaning, and a copy of the will of Ælfheah Ælfstan’s son. None of these documents survive.

As if to prove that there is always one more twist in the story, we need to look again at the spurious Bromley charter (Campbell, no. 29). What Barker proved, to be more precise, is that the text of this

⁵⁰ The southern boundary of the Bromley estate, as defined in the 990s, includes what later became the parish of Hayes; and Hayes belonged to the archbishop, not to the bishop of Rochester. The archbishop too, it seems, obtained a slice of Bromley; but I do not think we have any clue as to when or how this happened.

⁵¹ Campbell (1973, xxv, cf. xv), in line with the opinions cited by Sawyer (1968, 224–5).

⁵² But why would the forger think of connecting these shrunken boundaries with the old assessment (ten sulungs as in Campbell, no. 25)? And why would he want to make king Eadgar responsible? I cannot answer these questions.

document is a piece of patchwork, combining elements which differ widely in date. Parts of it agree, word for word, with the stereotyped phrasing of a series of charters which date from between 944 and 948. It seems evident that one of the forger's sources was a genuine charter of this type and date – a charter of either king Eadmund or king Eadred.⁵³ Other portions of the text, also clearly not invented by the forger, seem to have been borrowed from a very much earlier charter. In particular, the opening lines agree quite closely with a charter of king Offa dated 764 (Campbell, no. 6). Conceivably the forger was copying from that very document; but there are discrepancies in the wording which do not look as if they result from changes made by this forger.⁵⁴ On balance it seems a better guess that the forger made use of a different eighth-century charter, the text of which happened to be partly similar to Offa's.

In short, the forger of the Bromley charter seems to have been in possession of two charters – one perhaps dating from the eighth century, the other very definitely dating from the 940s – neither of which survives any longer in its genuine form. That sounds like a description of the two lost Wouldham charters. On this point, as on many others, we cannot hope for certainty; but still it seems a plausible guess that these Wouldham charters were the documents put to new use by the forger of the Bromley charter.

Towards Domesday

From many indications, not just the ones cited directly in this paper, it seems clear that the Rochester archive contained a sizeable accession of documents dating from the time of bishop Godwine. In one such document, the Snodland agreement (no. 4), we catch a hint that the bishop was alive to the importance of written records. When he came

⁵³ The forger seems to have copied the subscriptions from his 940s source, retaining the formulas but altering the date and the names. Thus he has substituted 'Eadgar' for Eadred (or Eadmund) as king, 'Dunstan' for Oda as archbishop of Canterbury, 'Ælfthryth' for Eadgifu as the king's mother, and so on. With Ælfthryth the forger went badly wrong, misled, no doubt, by the Bromley memorandum (no. 6). This lady was Eadgar's wife, not his mother: she did not become 'king's mother' till after the accession of Æthelræd in 978. The anachronism is allowable in the memorandum, which does not pretend to be a contemporary record (see above, note 14), but here it is a fatal blunder.

⁵⁴ Collating the text of Campbell, no. 29, with that of Offa's charter discloses several significant differences. (For example, where no. 29 says *quod cernens ego*, no. 6 says merely *iccirco*.) Since the forger did not make stylistic changes of this kind when copying from his 940s source, it is unlikely that he would have done so here.

across the Snodland books, we are told, he felt duty-bound to reclaim the lost estate: 'for fear of God he did not dare do otherwise.' By making sure that his own transactions were fully documented, Godwine was challenging his successors to defend the church's patrimony – or to answer to God for their dereliction of duty.

As far as we can tell, the latest document in this batch was a charter dated 1012 (Campbell, no. 33). After that, for several decades, the archive seems to have stopped acquiring documents; it may have started losing them. At Canterbury, both at Christ Church and at Saint Augustine's, charters, writs and other records dating from the reigns of king Cnut (1017–1035) and king Eadward (1042–1066) are well represented. At Rochester, by contrast, there seems to be almost nothing.

This makes it impossible to form any clear idea of what was happening, during this period, to Rochester's holdings of land. It is only in the 1080s, with the Domesday survey, that the picture suddenly clarifies again. For the first time, we can ascertain exactly which manors in Kent and elsewhere were being held by the bishop of Rochester, at one given moment.

However, the picture as we see it in the 1080s was in some respects a very recent picture. In particular, significant changes had been brought about through the efforts of archbishop Lanfranc (1070–1089), who exerted himself in recovering lost estates for Rochester as well as for Canterbury. As far as Rochester is concerned, we know which estates were reacquired at this time. We are told something of how they were recovered, but nothing (except in one case,⁵⁵ not relevant here) of how they had been lost.

Evidently the fact that no documents were entering the archive cannot be taken to imply that Rochester enjoyed a period of undisturbed tranquillity. Upsets did occur, even though no contemporary record was kept of them. In these circumstances, to assume that something is true simply because there is no evidence to the contrary becomes a very risky proposition; but the risk can hardly be avoided.

Accordingly we may venture to assume – in the absence of contrary indications – that three of the estates acquired by bishop Godwine continued in Rochester's possession, without interruption, till the 1080s. Specifically that means Snodland, Bromley and Wouldham.

⁵⁵ The circumstances surrounding the loss of Stoke are alluded to briefly in Domesday Book (fol. 5vb). If the facts are correctly reported, the estate was usurped in 1043×53.

The same is probably true for Littlebrook, not mentioned in Domesday Book: it seems safe to assume that this estate was merged with the neighbouring estate to the east to make up the manor of Stone.⁵⁶

Fawkham is a doubly difficult case. First, if we believe the Bromley memorandum, Bromley and Fawkham had identical histories. If king Æthelræd was willing to accept the justice of Rochester's claim to Bromley, he ought to have accepted its claim to Fawkham too. But there is nothing to prove that the king was convinced by this logic. In all its recorded adventures – as it passed through the hands of Ælfric, Byrhtwaru, the king, the bishop, and then Byrhtwaru again – the old Bromley book was accompanied by a book for the Fawkham estate. In the end, the Bromley book returned to Rochester; the Fawkham book (apparently) did not. Second, Fawkham is one of the estates known to have been 'recovered' by archbishop Lanfranc,⁵⁷ but we do not know what evidence was produced to justify the claim. Arguably, the Bromley memorandum would be enough to prove that Rochester *ought* to have had possession of Fawkham, even if it had never actually done so. If that was Lanfranc's case, we can understand why this particular piece of business was dealt with privately, by negotiation with king Willelm, rather than being taken to the shire court. Legalities aside, Lanfranc was willing to pay, and the king was not averse to accepting his money.

Denton and Longfield, the two small estates bequeathed by Byrhtic and Ælfswith (no. 3), both belonged to the bishop of Rochester in the 1080s. But Denton was another estate which had recently been 'recovered' by archbishop Lanfranc.⁵⁸ Unlike the Fawkham business, the claim to Denton was brought before the shire court; and presumably, for Lanfranc to win his case, it must have been a matter of common knowledge that Rochester had been in possession of Denton within the recent past. As to when or how possession was lost, we are given no clue at all.

⁵⁶ In Æthelræd's charter (Campbell, no. 31), Littlebrook is said to be bounded on the east by a line running south from the Thames 'along the bishop's boundary'; and presumably we have to infer from this that Stone by then was already in the bishop's possession. Apart from that, the pre-Domesday history of Stone is a total blank.

⁵⁷ We are told that Lanfranc sent his chaplain to Normandy to negotiate with the king (*Privilegia*, fols. 172v–173r).

⁵⁸ Denton and Stoke (see above, note 55) are the two Kentish estates reportedly recovered for Rochester in the trial on Penenden Heath (Le Patourel 1948, 21–4, from a manuscript of Rochester provenance but probably of Christ Church origin). See also *Privilegia*, fol. 171v.

Conclusion

In view of the often indecisive results to which this discussion has led, it seems apt to conclude by stressing the intractability of the raw material. The surviving documents are few in number, and very patchily distributed over time. They are also difficult to work with, for several reasons.

For a start, they are almost bound to be unrepresentative, by virtue of the very fact that they exist. In a barely literate society, an event which had to be recorded in writing must have been, in some sense, an extraordinary event. Despite the impression these documents convey, it is not to be thought that a tenth-century bishop spent any large proportion of his time engaged in litigation.

Again, these documents are often deliberately uninformative, if not deliberately disinformative. When a dispute ended with a compromise, both parties tacitly consented to forgive and forget the past. We are told how the dispute was settled, rather than how it arose; we are told what the parties agreed to finally, rather than what they disagreed about initially. Harder still, in the case of a document drawn up unilaterally, the presumption has to be that the author was aiming to argue a case, not to give a fairly balanced account. Now and then, it may be possible to infer something of the contrary argument from what is being said by way of rebuttal; but if that happens at all, it happens in spite of the document, so to speak.

Less of a problem, perhaps, is the way in which conventional language tends to disguise the nature of a transaction. It was not necessary to say, because it was taken for granted, that benefactors expected something in return. People who bequeathed estates to the church were buying an insurance policy – ‘for us and for our ancestors’, as Byrhtic and Ælfswith say (no. 3). For its part, the minster which accepted such a bequest was promising to perform some quota of spiritual services, on behalf of the benefactor’s soul. These services carried a high price. Around the mid tenth century, Rochester’s wealthiest customers seem to have been required to produce a donation of land worth 6–8 sulungs – Snodland, Bromley and Fawkham, Wouldham and Littlebrook.⁵⁹ Unsurprisingly, this meant that there was a perennial risk of disputes – with widows, sons, and other disgruntled relatives.

⁵⁹ To put these figures in perspective, the valuations for all of Rochester’s holdings in Kent, as reported by Domesday Book for the time of king Eadward, amount to 66½ sulungs.

One episode which reflects the existence of widespread resentment against the church's acquisitiveness is the moment – shortly after the death of king Eadgar – when bishop Ælfstan was taken to court, refused a hearing, threatened with confiscation, and compelled to relinquish his claim to Bromley and Fawkham. Elsewhere in the country, at around this time, the monasteries founded during Eadgar's reign were suffering similar setbacks. Quite possibly these newly established monasteries, because they had been so successful in attracting donations, were that much more exposed to retaliation. But it seems that they were not the only churches to suffer. As bishop Ælfstan discovered to his cost, an old-fashioned minster like Rochester was also at risk from 'the party which was hostile to God' (no. 6). In this wicked world, God's servants had to make the most of their ability to read and write.

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