ACKNOWLEDGING DEBT IN MEDIEVAL ENGLAND: A STUDY OF THE RECORDS OF MEDIEVAL ANGLO-JEWISH MONEYLENDING ACTIVITIES, 1194–1276

by

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Abstract

This thesis examines a collection of 348 acknowledgements of debt, which were generated by Jewish moneylending activities between 1194 and 1275/6. It considers the legal and administrative structures within which they were produced, before analysing the transactions which they record. In particular, it follows the models which have been established for the analysis of Christian charters and applies them to what have traditionally been regarded as 'Jewish documents'. Significantly, this thesis moves away from traditional narratives, which situate such records in the context of royal document production, to consider more fully the relationship between the Jews and the civic communities with which they lived and interacted. As a result, this study challenges traditional approaches to medieval Anglo-Jewish sources (which distinguish between the records of Church and State). This makes it possible to distinguish between the role of local, regional, and national influences on document production. Equally, the size of the corpus, which spans most of the thirteenth century, makes it possible to move away from generalised discussions which span the period under consideration to, instead, comment precisely on when and how developments occurred.

Contents

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This thesis is the culmination of a decade of work on the Jews of medieval England. During that time (particularly in the course of my doctoral work) I have had an inordinate amount of fun, travelled extensively, made many friends, and incurred many debts, which it is now my genuine pleasure to recognise. First, and foremost, this thesis would not have been completed without the help, support, and generosity of my supervisors: Professor Louise Wilkinson, Dr Leonie Hicks and, latterly, Dr Simon Prince. I only applied to CCCU because Leonie happened to Tweet me in early 2017 and she has supported me ever since. Equally, Louise completely transformed my approach to Anglo-Jewish history by introducing me to charter scholarship and grounding my work in the scholarship of thirteenth-century England. As a result, I am now much clearer that I want to write a forgotten chapter of English history, rather than an entire book about Jewish history. Prior to March 2020, I saw both of on a daily basis and it improved my quality of life immensely. Most importantly, they had the unenviable task of trying to keep me on track with this thesis. Had they not persevered quite so assertively, there is little doubt that this project would still be languishing on my to-do-list, abandoned in favour of some other interesting project that happened to have caught my attention.

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Abbreviations

CCR	Calendar of the Close Rolls
Chronica	Roger of Howden, *Chronica Magistri*, ed. William Stubbs, 4 vols. (London, 1868–71), iii.
CPR	Calendar of the Patent Rolls
CPREJ I	*Calendar of the Plea Rolls of the Exchequer of the Jews, Volume 1: Henry III, 1218–1272*, ed. J. M. Rigg (London, 1905).
CPREJ II	*Calendar of the Plea Rolls of the Exchequer of the Jews, Volume 2: Edward I, 1273–1275*, ed. J. M. Rigg (London, 1910).
CPREJ III	*Calendar of the Plea Rolls of the Exchequer of the Jews, Volume 3: Edward I, 1275–1277*, ed. Hilary Jenkinson (London, 1929).
CPREJ IV	*Calendar of the Plea Rolls of the Exchequer of the Jews, Volume 4: Henry III, 1272, and 1275–1277*, ed. H. G. Richardson (London, 1972).
PREJ V	*Plea Rolls of the Exchequer of the Jews, Volume 5: Edward I, 1277–1279*, ed. Sarah Cohen (London, 1992).
PREJ VI	*Plea Rolls of the Exchequer of the Jews, Volume 6: Edward I, 1279–81*, ed. Paul Brand (London, 2005).
TNA	The National Archives
WAM	Westminster Abbey Muniments

Post Submission Note

In the final stages of producing this thesis and following its submission, I have become aware of three more acknowledgements (TNA DL 36/3 no. 10, E 210/349, 2019). This brings the total size of my corpus to 351 documents, although these have not been included here because I have been unable to access them owing to Coronavirus restrictions.

Introduction

0.1 Background

In c. 1201–3, Peter of Edgefield (Norfolk) borrowed 5 marks (£3 6*s* 8*d*) from Margaret, daughter of Jurnet.[1] He was to repay the sum by the second Nativity of St. John the Baptist (24 June 1203) following the death of Gerald, prior of Norwich (d. 1201). If he failed to do so, the transaction would begin to accrue profit (*lucro*) at the rate of two pennies in the pound per week.[2] Peter secured the debt on his lands at Porland (*Porringelonde*), as well any other lands and tenements that he, or his heirs, held.[3] The particulars of the transaction are, for the purposes of this thesis, less important than the document upon which they were recorded. Specifically, the instrument is the sealed foot of a bipartite chirograph. This form was adopted in accordance with regulations which had been introduced by the Crown less than a decade earlier. Preserved in Roger of Howden's *Chronica Magistri*, the Articles of the Jewry (1194) were introduced on the advice of Hubert Walter, the king's justiciar.[4] These regulations required that a record be kept of all Jewish 'debts and pledges […], lands, houses, rents and possessions'.[5] They go on to specify that debts owed to Jews by Christians were to be recorded upon the instrument of a bipartite chirograph. Labelled as 'obligations', 'chirographs' or, simply, 'charters' in the contemporary sources, these acknowledgements of debt were intended to record every transaction in which a Jew lent money to a Christian.[6] According to those provisions, the foot of the chirograph was to be sealed by the debtor and was to be retained by the creditor. The second section was to be deposited in an *archa* (chest), six or seven of which would be established at

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[1] British Library, Harley Ch. 43 A 54; Judith Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents from Medieval England: a Diplomatic and Palaeographical Study* (Turnhout, 2015), pp. 525–7.

[2] The Nativity of St. John the Baptist following the second anniversary of the death of Prior Gerard of Norwich.

[3] For the identity of the manor, I have followed the discussion set out in Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, p. 527.

[4] *Chronica*, pp. 266–7.

[5] Ibid, p. 266.

[6] For ease, I contract 'acknowledgements of debt' to 'acknowledgements' throughout. As far as I am aware, these documents were first labelled as 'acknowledgements of debt' at the Anglo-Jewish Historical Exhibition (1887): Charles Gross, 'The Exchequer of the Jews of England in the Middle Ages' in *Papers Read at the Anglo-Jewish Historical Exhibition* (London, 1888), p. 182.

important urban locations across the country.[7] Each of these chests was to be administered by two Christian chirographers, two Jewish chirographers and two scribes (*scriptores*), who were responsible for producing the records of Jewish moneylending activities.[8] In effect, this means that from 1194 onwards, there were three parties to any transaction in which a Jew lent money to a Christian: the debtor, the creditor and the Crown. Although these regulations would be amended occasionally during the thirteenth century, fundamentally they would govern Jewish moneylending activities until 1275. At that point, the Statute of the Jewry (1275) prohibited Jews from lending money at usury, removing the need to record monetary transactions.[9] As a result of these regulations, which remained in effect for at least eighty-one years, a considerable number of acknowledgements have survived in a number of archival collections. It is these chirographs, rather than just the transactions that they preserve, which this thesis seeks to examine.

There has been a tendency within the historiography to label the documents which relate the business activities of individual Jews as 'Jewish charters'. An edition of a single collection of such documents, for example, was published under the title *Starrs and Jewish Charters Preserved in the British Museum*.[10] More recently, Ann Causton's English calendar of another collection appeared under the title *Medieval Jewish Documents in Westminster Abbey*.[11] To employ such a label in relation to acknowledgements ignores the fact that they were not produced by, or at the behest of, the Jewish creditor. Instead, as has already been seen, the documents were produced in compliance with the requirements of the Crown. Equally, it will be shown in Chapter One of this thesis that over the course of the thirteenth century an extensive legislative framework evolved which governed virtually every aspect of the transactions in which a Jew lent money to Christians. Consequently, historians have, quite understandably, approached acknowledgements from the perspective of royal document production. In particular, historians have highlighted that the Exchequer of the Jews, which was established at the end of the twelfth century for the purpose of administering Anglo-Jewry and hearing legal cases that they brought, was responsible for regulating the Latin documents produced at the

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[7] *Chronica*, p. 266. Unfortunately, Howden does not record where these first chests were to be established, although historians have suggested that the Crown might have intended that they be at London, Lincoln, Norwich and Winchester. Other probable centres could have been Bristol, Cambridge, Gloucester, Northampton, Nottingham or Oxford: Richard Huscroft, *Expulsion: England's Jewish Solution* (Stroud, 2006), p. 55.

[8] Vivian D. Lipman, *The Jews of Medieval Norwich* (London, 1967), pp. 67–8.

[9] Paul Brand, 'Jews and the Law in England, 1275–90', *The English Historical Review*, 115 (2000), pp. 1140–1.

[10] *Starrs and Jewish Charters Preserved in the British Museum*, ed. Israel Abrahams, H. P. Stokes and Herbert Loewe, 3 vols. (Cambridge, 1930–2). The documents are now held in the British Library.

[11] *Medieval Jewish Documents in Westminster Abbey*, ed. Ann Causton (London, 2007).

archae.[12] Conversely, this thesis will draw a clear distinction between regulation and production. Undoubtedly, the Crown occupied a vital regulatory position in relation to acknowledgements yet, despite this, it was not royal officers who produced them nor were they stored in royal spaces. Instead, acknowledgements were physically produced by members of the urban community (Christian and Jewish). As a result, acknowledgements might most accurately be described as products of the civic environment and it is the implications of this which will be explored throughout this thesis. Consequently, it will become possible to consider how the royal and civic jurisdictions contributed to the emergence and development of acknowledgements. This consideration will focus upon who was physically responsible for writing acknowledgements, and how their particular idiosyncrasies manifested themselves within individual documents. As will become apparent, given the geographical distribution of the surviving sources (discussed below), it is, at all stages, necessary to analyse the documents on a local, regional, and national level. This will show the implications of both jurisdictions on the production of acknowledgements over the course of the thirteenth century. This will show that although these documents cannot be removed from the royal context entirely, neither can they be understood without taking account of the implications of having been produced in the civic context. By bringing these strands of enquiry together, it will become possible to move away from traditional narratives which prioritise the role of the royal government in Jewish moneylending activities. Instead, it will examine the relationship between town and crown in the production of acknowledgements and how their intertwined (and occasionally competing) interests manifest themselves in the extant acknowledgements

The inclusion of acknowledgements within the historiography is a relatively recent development which has occurred in the last fifty years. Despite this, their existence has been known to historians and antiquarians since at least the early eighteenth century. In 1711, Thomas Madox produced his seminal study of the Exchequer.[13] Included within this volume is an introduction to the Exchequer of the Jews, as well as an overview of the process of making a 'Charter or Contract'.[14] Although he did not cite any acknowledgements directly as part of his work, Madox almost certainly

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[12] Paul Brand, 'The Jewish Community of England in the Records of English Royal Government' in Patricia Skinner (ed.), *The Jews in Medieval Britain: Historical, Literary, and Archaeological Perspectives* (Woodbridge, 2003), p. 73; *Medieval Jewish Documents*, p. 5. On the functions of the Exchequer of the Jews see Paul Brand, 'The administrative functions and jurisdictional powers of the Exchequer of the Jews' in *PREJ VI*, pp. 6–16.

[13] Thomas Madox, *The History and Antiquities of the Exchequer of the Kings of England*, 2 vols. (London, 1711), pp. 150–78.

[14] Ibid, pp. 162–4.

knew of those records in the Westminster Abbey Muniments.[15] This can be established because he referenced the rolls of the so-called Norwich Day-Book which, at that point, were held in the so-called 'Cambridge Ark', along with the collection of acknowledgements and other Jewish documents.[16] Not all of the earliest interventions into the documentary history of medieval Anglo-Jewry were as constructive as this. Indeed, there had, since at least the middle of the previous century, been a tradition of using the medieval Jewish past to intervene in contemporary political debates. In the 1650s, this tactic was employed by William Prynne at the time of the Readmission Debates.[17] Drawing heavily upon chronicler accounts in pursuit of his own aims, Prynne constructed a heavily antisemitic history of the Jews in England prior to the Expulsion.[18] This was done in order construct an argument against permitting the Jews to legally settle once more in England. In that instance, his efforts were for nought, and the Jews were permitted to return in 1656 by the Cromwellian government.[19]

A century later, there was another controversy relating to the Jews working its way through parliament. In 1753, the short lived Jewish Naturalisation Act (repealed in the following year) came into effect.[20] Commonly known as 'the Jew Bill', this short-lived piece of legislation allowed Jews to become citizens of England by application to Parliament. As a response to this, a pamphlet, which was likely written by Philip Carteret Webb, was published drawing upon the same model.[21] Unlike Prynne, however, Webb constructed his narrative using official records. Drawing upon the model established by Madox and D'Bloissier Tovey, who has been labelled as 'the founding father of Anglo-Jewish Studies',[22] Webb made particular use of the documents deposited in Westminster Abbey. By this point, they had been removed from the Cambridge Ark by Richard Widmore and were, instead, to be found in Press 6.[23] In order to illustrate what he terms as the 'oppressive' rates of interest which

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[15] Dean A. Irwin, 'From *Archae* to Archives', *Archives*, 52 (2017), p. 9.

[16] Ibid. The term 'Norwich Day-Book' would not be used to describe WAM 6686, 6687, 6693, 9012 until after 1887 following the Anglo-Jewish Historical Exhibition: S. Levy, 'The Norwich Day-Book', *Transactions of the Jewish Historical Society of England*, 5 (1902–5), p. 243.

[17] On these see Anthony Julius, *Trials of the Diaspora: A History of Anti-Semitism in England* (Oxford, 2010), p. 248–51.

[18] William Prynne, *A Short Demurrer to the Jewes Long discontinued Remitter into England…* (London, 1656).

[19] Julius, *Trials of the Diaspora*, p. 248.

[20] On this see ibid, pp. 251–55.

[21] [Philip Carteret Webb], *The Question of Whether a Jew, born in the British Dominions…* (London, 1753).

[22] Robin R. Mundill, 'Edward I and the Final Phase of Anglo-Jewry' in Patricia Skinner (ed.), *The Jews in Medieval Britain: Historical, Literary, and Archaeological Perspectives* (Woodbridge, 2003), p. 55.

[23] Irwin, 'From *Archae* to Archives', p. 9.

accumulated on debts owing to Jewish creditors, Webb drew directly from three acknowledgements.[24] It is regrettable that the first substantive references to acknowledgements in the modern era are to be found in a work with overt antisemitic overtones. Yet, the fact that Webb utilised these documents is significant for the modern historian seeking to write the history of acknowledgements. As part of that work he included an appendix where he presented transcriptions of the documents which had been used, including one acknowledgement which cannot now be located.[25] It is only possible to include that document within this study because it was printed in Webb's volume.

Just as there was a significant shift in the writing of the history of medieval Anglo-Jewry in the century which divided Prynne and Webb – from narrative to governmental sources – so too there was a substantial change in the following century. This time, it was a change for the better. The Anglo-Jewish Historical Exhibition (1887), which will be discussed in more detail below, was held with the expressed aim of '[determining] the extent of the materials which exist for the compilation of a History of the Jews in England'.[26] This commenced what Robert C. Stacey has termed as '"[t]he Heroic Age' of Anglo-Jewish historical scholarship',[27] a period which continued until the outbreak of war in 1939, during which there was a sustained interest in medieval Anglo-Jewish history.[28] As a result, a significant proportion of the source material needed for the writing of the history of the Jews of medieval England was published during these years. Most famously, the Jewish Historical Society of England (founded in 1893) began the long, but as yet incomplete, process of publishing the Plea Rolls of the Exchequer of the Jews in 1905.[29] By 1929, three volumes had been produced in English calendars, but progress slowed considerably in the following decades, and the sixth (penultimate) volume did not appear until 2005.[30] The 'Heroic Age' also saw the publication of several volumes of charters which detail the business activities of individual Jews.[31] While these editions were of varying quality, they have formed the bedrock upon which much subsequent work relating to medieval Anglo-

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[24] [Webb], *The Question of Whether a Jew*, Appendix, p. 23.

[25] Ibid, Appendix, p. 24.

[26] Joseph Jacobs and Lucien Wolf, *Catalogue of the Anglo-Jewish Historical Exhibition* (London, 1887), p. vii.

[27] Robert Stacey, 'Recent Work on Medieval English Jewish History', *Jewish History*, 2 (1987), p. 61.

[28] Ibid, p. 62.

[29] Joe and Caroline Hillaby, *The Palgrave Dictionary of Medieval Anglo-Jewish History* (London, 2013), pp. 133–5.

[30] *PREJ VI*.

[31] See, most obviously, *Hebrew Deeds of English Jews before 1290*, ed. M. D. Davis (London, 1888); *Starrs and Jewish Charters*, i.

Jewry has been based. Regrettably, by 1939, interest in, and funding for, medieval Anglo-Jewish history had waned.[32] The following decades saw specific individuals, such as Cecil Roth, Vivian D. Lipman, and H. G. Richardson, pursue research into the topic in isolation.[33] This caused the president of the Jewish Historical Society of England at the time, Richard Barnett, to lament that:

> the number of experts who know much about these sources and their accessibility today
> is dangerously few, and they are now mainly ageing; young men have less and less time
> to-day for research, and must be helped by the advices and wisdom of their elders.[34]

Happily, much has changed in the decades since Barnett wrote this letter. Since the 1980s, as will be seen below, there has been renewed interest in medieval Anglo-Jewry generally, and their records specifically. Arguably the most significant development over this period was that '[t]he boundaries which have traditionally divided "majority" from "minority" history have begun to break down'.[35] This is most readily seen in the fact that the Jews are now regularly included in discussions of medieval England.[36]

This study seeks to continue that process of integrating the Jews into mainstream scholarship and, as has already been highlighted, the historiography relating to towns in particular. Traditionally, the records produced in relation to medieval Anglo-Jewry have been used to reconstruct the history of England's earliest Jewish communities.[37] In contrast, this thesis builds upon the work which has been done in the field of medieval studies on documentary culture and record production generally, and charters specifically.[38] That scholarship has demonstrated the oft-forgotten difference between reading a document and understanding a record. The former requires the ability to read and interpret the text, while the latter necessitates understanding the contexts within which an individual record was produced, used, stored and preserved. It is these contexts which this thesis will seek to address, exploring the place of acknowledgements in thirteenth-century England, with particular emphasis on

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[32] Stacey, 'Recent Work', p. 62.

[33] Ibid, pp. 62–4.

[34] Richard Barnett to Sir Hilary Jenkinson (15 March 1959): TNA PRO 30/75/52.

[35] Stacey, 'Recent Work', p. 68.

[36] See, most obviously, Robert Bartlett, *England Under the Norman and Angevin Kings* (Oxford, 2000), pp. 346–60.

[37] See Section 0.3 below for a fuller discussion of this.

[38] See, for example, M. T. Clanchy, *From Memory to Written Record: England, 1066–1307* (London, 2013), pp. 46–80.

the legal and administrative frameworks within which the documents were produced. In this respect, this thesis adopts C. R. Cheney's remark that '[r]ecords, like the little children of long ago, only speak when they are spoken to, and they will not talk to strangers' as its starting point.[39] Writing several decades after Cheney, John Tosh added the useful addendum that '[n]or will they be very forthcoming to anyone in a tearing hurry'.[40] Following that line of enquiry, this thesis does not propose to use the surviving acknowledgements to construct a history of England's medieval Jewish community. Instead, it will consider the records on their own terms, which is to say as documents. Although such an approach makes it possible to comment upon many aspects of Anglo-Jewish moneylending, this is a secondary concern. Ultimately, the aim of this thesis is to understand what acknowledgements are, the ways in which they were formed, and how particular features manifested themselves within individual documents.

0.2 Chirographs and Charter Scholarship

Although the content of each acknowledgement is slightly different, depending upon the particulars of a given transaction, the form of all of the documents was the same. As has already been seen, the 1194 Articles required that moneylending transactions were to be recorded upon the instrument of a chirograph.[41] This specification remained in effect throughout the period covered by this thesis, although from 1233 onwards it was to be a tripartite, rather than a bipartite, document. A chirograph was produced by copying the same text a predetermined number of times onto the same sheet of parchment.[42] A *divisa*, or dividing word, would then be used to physically separate the text. In the case of acknowledgements this was always *CYROGRAPHVM* (HANDWRITTEN), but M. T. Clanchy has highlighted that other phrases could also be used in different contexts.[43] The sections of the document would then be separated by cutting through that word, with the respective parties retaining different sections of the parchment. Typically, chirographs would be produced in two or three sections but

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[39] C. R. Cheney, *The Records of Medieval England* (Cambridge, 1956), p. 11. I am grateful to Dr Levi Roach who introduced me to this work and, inadvertently, set me on the course which led to this thesis.

[40] John Tosh, *The Pursuit of History* (London, 2010), p. 122.

[41] For a general introduction see Hillaby, *Palgrave Dictionary*, pp. 98–9.

[42] The process of producing a chirograph is, most recently, summarised in Paul Bertrand, *Documenting the Everyday in Medieval Europe: The Social Dimensions of a Writing Revolution 1250–1350*, trans. Graham Robert Edwards (Turnhout, 2015), p. 6.

[43] Dean A. Irwin, 'The materiality of debt to Jews in England, 1194–1276', *Jewish Historical Studies*, 49 (2017), p. 60; Clanchy, *From Memory to Written Record*, p. 89.

there are also examples of quadripartite documents.[44] While it is true that chirographs came to define the records generated by Jewish moneylending activities during this period more than any other, there was nothing exceptional about this format being used. Indeed, chirographs had occupied a prominent position in English documentary culture since at least the tenth century.[45] Similarly, there is significant evidence of chirograph production elsewhere in Europe, particularly in northern France and Germany, but their use was particularly widespread, and culturally engrained, in England.[46] Having emerged during the Anglo-Saxon period, chirographs would continue to develop in terms of form and function over the course of the Middle Ages, and beyond.

Unfortunately, the prominent position which chirographs occupied within the contemporary documentary culture has not been replicated in historiography. Indeed, with the exception of a few isolated, but nevertheless important, studies, remarkably little work has been done on chirographs. The most influential study is, arguably, Kathryn Lowe's examination of chirographs in Anglo-Saxon England. There she examined the evolution of chirographs within the context of lay literacy, by focusing particularly upon the use of vernacular clauses, especially those relating to boundaries which were included within the texts of those documents.[47] More generally, Jane Sayers has discussed the main developments in the production of chirographs between the tenth and twelfth centuries in a brief article.[48] There she highlighted that whereas 'Anglo-Saxon chirographs appear to have been almost all tripartite and unsealed, the chirograph as it had developed by the twelfth century was bipartite and sealed'.[49] This was the context in which the regulation of Jewish moneylending activities began and serves to explain why no provision was made for debtors to retain a copy of the record. An additional development in English chirograph production came in 1195 when, with the support of Hubert Walter, tripartite chirographs were once again introduced.[50] These new documents adopted a

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[44] See, for example, *English Episcopal Acta 38: London, 1229–1280*, ed. Philippa Hoskin (London, 2011), p. cviii.

[45] Clanchy, *From Memory to Written Record,* pp. 89–90.

[46] See, for example, Brigette Miriam Bedos-Rezak, 'Cutting Edge: The Economy of Mediality in Twelfth-Century Chirographic Writing', *Das Mittelater*, 15 (2010), pp. 134–61.

[47] Kathryn E. Lowe, 'Lay Literacy in Anglo-Saxon England and the Development of the Chirograph' in Philip Pulsiano and Elaine M. Treharne (eds.), *Anglo-Saxon Manuscripts and their Heritage* (Aldershot, 1998), pp. 161–203.

[48] Jane E. Sayers, 'The land of chirograph, writ and seal: the absence of graphic symbols in English documents' in Peter Ruck (ed.), *Graphische Symbole in mittelalterlichen Urkunden: Beitrage zur diplmatischen Semiotik* (Sigmaringen, 1996), pp. 533–549 esp. pp. 535–6.

[49] Ibid, p. 535.

[50] Clanchy, *From Memory to Written Record*, p. 90.

different format than their Anglo-Saxon forebears. During the earlier period, tripartite chirographs were produced by dividing the parchment vertically into three equal sections.[51] In contrast, the tripartite documents which came to dominate in thirteenth-century England were produced by cutting the parchment both horizontally and vertically. Additionally, some work has been done on the use of chirographs in medieval literature by scholars such as Emily Steiner.[52]

If chirographs have been the focus of relatively little scholarly attention, the same cannot be said for charters. Indeed, until relatively late in the medieval period, charters are one of the few official records to have survived in sufficient numbers for historians to exploit effectively. Yet, as David Bates has lamented, echoing Cheney, '[f]or all that almost all medievalists use charters, I do wonder whether we really know how to value them. Specifically, do we think about form, content, production and language in relation to purpose, audience and context as much as we should'?[53] More explicitly, Nicholas Vincent has recently argued, in relation to the rolls of the royal government, that '[t]oo often, the written records of medieval government have been treated not merely as a body of evidence in their own right, but merely as a stepping stone towards the processes of by which government itself functioned'.[54] Within the context of general scholarship, which seeks to mine official documents for their contents, such fears may be justified. Conversely, much work has been done by scholars in recent decades to analyse charters in their entirety, rather than simply focusing upon the text of such documents. As a result of this work, a dedicated methodology has developed to help historians to analyse the form, function and contents of individual documents, as well as collections of charters. These developments can most easily be observed in the scholarly introductions of modern editions of charters which have been produced in recent years. A particular virtue of such volumes is that they collect, and analyse, the outputs of particular individuals and institutions, and so are in a position to comment upon wider trends in document production.

In the secular context, particularly important work has been done on the output of the royal chancery (particular from Henry II's reign), as well as assembling the *acta* produced by specific comital

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[51] Sayers, 'The land of the chirograph', p. 536.

[52] Emily Steiner, *Documentary Culture and the Making of Medieval English Literature* (Cambridge, 2003), esp. pp. 100–3, 140.

[53] David Bates, 'Charters and Historians of Britain and Ireland: Problems and Possibilities' in Marie Therese Flanagan and Judith A. Green (eds.), *Charters and Charter Scholarship in Britain and Ireland* (London, 2005), p. 2.

[54] Nicholas Vincent, 'Enrolment in Medieval English Government: Sickness or Cure?' in Stefan G. Holz et. al. (eds.), *The Roll in England and France in the Late Middle Ages: Form and Content* (Berlin, 2019), p. 105.

families, such as the earls of Chester and Gloucester.[55] These two collections of documents have been singled out because they are the documents which have been most fully analysed by historians.[56] Having said that, there are now a growing number of editions of comital charters which greatly advance our understanding of the topic.[57] Similarly, the work of projects such as the *English Episcopal Acta* series has been crucial in shaping our understanding of the output of bishops' and archbishops' chanceries.[58] Each volume in that series provides an important addition to our knowledge of the practices employed during particular episcopates, yet its true value to historians resides in its scale. Taken together, the editions are geographically and chronologically diverse, and the editorial consistency which has been adopted in the production of the series permits historians to directly compare charters from across England and, indeed, across the High Middle Ages. As a result, the *Acta* series has been identified by Daniel Power as a desirable model upon which to base future editions of comital charters as well.[59] Consequently, this thesis will adopt a similar approach to that which has been adopted in the scholarly introductions of the series.

Broadly speaking, all of these editions have adopted the same framework to contextualise the charters under consideration. The first stage in any consideration of medieval charters is situating them within the legal and administrative structures which governed their production. This stage of the discussion is the most variable, depending upon the specific circumstances at the time, and varying according to the specific documents under consideration. Consequently, this aspect of the analysis will be dealt with later in this introduction, in the specific context of acknowledgements. The next stage in analysing charters is determining who wrote them. This can be broken down into two stages. In the first instance, it is necessary to identify who was, or often who might have been, responsible for writing individual documents. This approach relies particularly upon identifying the administrative

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[55] *Acta of Henry II and Richard I*, ed. J. C. Holt and Richard Mortimer (Richmond, 1986); *Acta of Henry II and Richard I, part II*, ed. Nicholas Vincent (Kew, 1996); *Earldom of Gloucester Charters: The charters and scribes of the Earls and Countesses of Gloucester to A.D. 1217*, ed. R. B. Patterson (Oxford, 1973); *The Charters of the Anglo-Norman Earls of Chester, c.1071–1237*, ed. Geoffrey Barraclough, Record Society of Lancashire and Cheshire vol. 76 (Gloucester, 1988).

[56] *Earldom of Gloucester Charters*; *The Charters of the Anglo-Norman Earls Chester*. See also the essays in A. T. Thacker (ed.), *The Earldom of Chester and its Charters: A Tribute to Geoffrey Barraclough* (Chester, 1991).

[57] See, for example: *Charters of the Redvers Family and the Earldom of Devon, 1090–1217*, ed. Robert Bearman (Exeter, 1994); *The Newburgh Earldom of Warwick and Its Charters: 1088–1253*, ed. David Crouch (Bristol, 2015); *The Acts and Letters of the Marshal Family: Marshals of England and Earls of Pembroke, 1145–1248*, ed. David Crouch (Cambridge, 2015).

[58] For the project see R. B. Dobson, 'English Episcopal Acta', *British Academy Review*, 9 (2005), pp. 32–5.

[59] Daniel Power, 'Aristocratic *Acta* in Normandy and England, c.1150–c.1250: The Charters and Letters of the du Hommet Constables of Normandy', *Anglo-Norman Studies*, xxxv (2012), p. 260.

staff of the chancery, or scriptorium, in which the documents were produced. That consideration can be supplemented with a palaeographical analysis of the documents in order to differentiate the individual hands which were responsible for writing a corpus of charters. This is conventionally followed by a diplomatic analysis exploring the construction of the text. Such an undertaking also permits historians to comment on the emergence and development of the various formulae employed in the writing of documents.[60] Finally, such considerations of charters examine the wax seals which are, or were, affixed to individual records by the issuer. The value of adhering to each of these steps can be seen in volumes such as *The Earldom of Chester and its Charters*.[61] Building upon the earlier work of Geoffrey Barraclough, who had edited the charters of the earls of Chester, experts in each of these areas produced a detailed analysis of the corpus, to great effect. Given that such a methodology has already been established for the study of medieval charters, a similar approach will be adopted in this analysis of the surviving acknowledgements.

The first stage in this process which needs to be considered here is scribal identification or, more precisely, hand identification. This palaeographical technique, which aims to establish those instances where two or more documents were written by the same scribal hand, has long been used in the study of charters. By examining the internal evidence of documents, historians can establish the particular idiosyncrasies of different scribes based upon, for example, the way that they form particular letters or abbreviate specific words. Once these features have been identified, they can then be compared with a wider body of charters issued in the name of the same person to identify similar characteristics in other productions. As a result, it is possible to link the features of individual hands which were active in the writing office at the same time. It is also sometimes possible to link a hand to an individual clerk using evidence, for example, taken from the witness list.[62] Identifying the hand, or name of the scribe, who wrote groups of documents is particularly important in understanding a different aspect of the identity of the person who produced them. In instances where a scribe can only be linked to a single beneficiary, it must be assumed that he was in the employment of that person or institution. Conversely, in instances where multiple beneficiaries are named in the charters this suggests that the scribe was in the service of the issuer. This could be an *ad hoc* relationship, where a

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[60] See, for example, John Hudson, 'Diplomatic and Legal Aspects of the Charters' in *Earldom of Chester Charters*, pp. 153–78.

[61] Thacker (ed.), *The Earldom of Chester and its Charters.*

[62] On this see: J. H. Hodson, 'Medieval Charters: The Last Witness', *Journal of the Society of Archivists*, 5 (1974), pp. 71–89.

particular individual's services were used when a document needed writing, or more formal, as a permanent member of granter's household or, where such an office existed, member of the *scriptoria*.

One of the earliest instances of hand identification being used by a historian in relation to charters was T. A. M. Bishop's *Scriptores Regis*. There he analysed c.450 charters issued by individual kings from the reign of Henry I (r. 1100–1135) until the death of Henry II (r. 1154–1189).[63] As a result, Bishop was able to identify forty-eight separate hands within his corpus.[64] Similar results have been achieved with the *acta* of the kings of Scots, as can be seen in the editions of the *Regesta Regum Scottorum*. In his edition of the charters of William I (r. 1165–1214), for example, G. W. S. Barrow was able to discern twenty-six individuals.[65] A similar number of hands have been detected in the charters of Alexander III (r. 1249–1286), with the editors of his *acta* identifying twenty-one hands.[66] The growth of documentary culture in England over the course of the twelfth century also makes it possible to identify scribes in comital charter collections, such as those associated with the earldoms of Chester and Gloucester respectively.[67] Unsurprisingly, much of the work that has been done in this area relates to the output of episcopal chanceries. In particular, a number of important contributions have been made in the introductions to volumes in the British Academy's *English Episcopal Acta* series.[68] Similarly, in the Jewish context, Judith Olszowy-Schanger has recently examined the Hebrew sources from medieval England. As a result, she was able to identify the hands of fourteen Jews who acted as 'professional scribes or clerks who copied official documents for other persons'.[69] Technological advances have also made such analyses ever more likely. Indeed, projects such as *Digipal* and

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[63] T. A. M. Bishop, *Scriptores Regis: Facsimiles to Identify and Illustrate the Hands of Royal Scribes in Original Charters of Henry I, Stephen and Henry II* (Oxford, 1961).

[64] Ibid, pp. 10–11.

[65] *Regesta Regum Scottorum Volume 2: The Acts of William I, 1165–1214*, ed. G. W. S. Barrow (Edinburgh, 1971), pp. 85–91.

[66] *Regesta Regum Scottorum Volume IV part 1: The Acts of Alexander III*, ed. Cynthia J. Neville and Grant S. Simpson (Edinburgh, 2012), pp. 22–30 (esp. 23–4).

[67] Teresa Webber, 'The Scribes and Handwriting of the Original Charters', in Thacker (ed.), *The Earldom of Chester and its Charters'*, pp. 137–151; *Earldom of Gloucester Charters,* ed. Patterson, pp. 12–21.

[68] See, for example: *English Episcopal Acta II: Canterbury 1162–1190*, ed. Bridgett E. A. Jones and Christopher R. Cheney (London, 1986), pp. xlii–xli [with the assistance of T. A. M. Bishop]; *English Episcopal Acta VII: Hereford 1079–1234*, ed. Julia Barrow (London, 1993), pp. cii–cix; *English Episcopal Acta 13: Worcester 1218–1268*, ed. Philippa M. Hoskin (London, 1997), pp. liii–liv; M. T. J. Webber, 'Script and Scribes', in *English Episcopal Acta 28: Canterbury 1070–1136*, ed. Martin Brett and Joseph A. Gribbin (London, 2004), pp. lxii–lxvi.

[69] Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, pp. 78–95 (esp. 78–9).

Archetype serve to make these undertakings more practical on a scale, and at a level of complexity, which would have been hard to imagine previously.[70] These developments are incorporated within online platforms such as the *Models of Authority* website, which brings together Scottish charters from 1100 to 1250.[71] A specific aim of the project was to 'identify […] common features of style and ductus which, by isolating allographs, have the potential to be studied as part of broader palaeographical developments' and therefore is of particular relevance here.[72]

As has long been recognised, hand identification is an inherently subjective undertaking rather than a precise science. In his discussion of the practice, for example, Bishop highlighted that handwriting is an 'unstable' feature,[73] while Philippa Hoskin went further in remarking that

> [t]he comparison of handwriting is not an objective task, and it is all but impossible to say
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> for certain that any two or more charters were written by the same man; or, indeed, that
>
> they were not.[74]

This volatility serves to explain why hand identification is not a consistent feature of modern scholarly editions of charters. To a large extent, these issues are mitigated when discussing acknowledgements because of the administrative framework within which the documents were produced. The 1194 Articles specified that two official scribes (*duo legales scriptores*) were to be appointed to each *archa* in order to produce the Latin documents generated there.[75] The election of these men is well attested in the legal sources, as will be seen Chapter Two, where their identities were listed. As a result of the limited pool of scribes writing documents, it is significantly easier to distinguish individual hands than is the case in other contexts.[76] That task would be even easier if, as Paul Brand has suggested, in reality only one scribe was active at a chest at any given time, except for major centres such as London and

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[70] For a general overview of this see Peter A. Stokes, 'Scribal Attribution across Multiple Scripts: A Digitally Aided Approach', *Speculum*, 92 (2017), pp. 65–85.

[71] *Models of Authority: Scottish Charters and the Emergence of Government 1100–1250*, http://www.modelsofauthority.ac.uk, accessed on 31 Oct. 2017.

[72] Alice Taylor, 'Barrow's Scribes and MoA's hands: Scribal Identification in G. W. S. Barrow's Regesta Regum Scottorum II', *Models of Authority*, 14 Apr. 2016, http://www.modelsofauthority.ac.uk/blog/barrows-scribes/ accessed on 31 Oct. 2017.

[73] *Scriptores Regis*, p. 6.

[74] *English Episcopal Acta 13*, Hoskin, p. lii.

[75] *Chronica*, p. 266.

[76] On the need for such a study see Irwin, 'The materiality of debt', pp. 67–70.

York.[77] Based upon this, I have argued elswhere that it should be a relatively simple process to divide the acknowledgments according to the hands that wrote them.[78] The results of this palaeographical analysis could then be cross-referenced with the legal sources, in an attempt to link individual hands to the name of the scribe who was active at the *archa* at that time. Although that analysis has been completed during the process of researching this thesis, it has not been included here. Suffice it to say, that when all of the surviving acknowledgements are considered in this way, it is possible to identify a large number of hands, the fragmentary nature of the legal sources makes it difficult to connect names to those hands. If the evidence which survives from the London *archa* is considered, for example, nineteen hands can be detected between 1226 and 1272. Included amongst those are eighty-eight records in the hand of a clerk whose hand characteristics I have noted elsewhere.[79] When those documents are cross-referenced with information extracted from the Plea Rolls of the Exchequer of the Jews it can be established that the hand probably belongs to John of St. Antholin.[80]

If hand identification focuses upon an 'unstable' feature, then the study of diplomatic might be defined as its antithesis. In the broadest sense, diplomatic has been defined as

> a form of literary criticism that is based on a detailed examination of documentary
> records in order to understand what they say and to see if what they say is consistent
> with what is known of fact.[81]

More specifically, it might be regarded as the study of how text was constructed and the manner in which it is presented. The practice of examining the text of a record in order to establish its veracity has been used since the medieval and early modern periods.[82] From the seventeenth century onwards, diplomatic developed out of the scholarly traditions of France and Belgium.[83] Arguably the most famous early proponent of the discipline was Jean Mabillon who, in 1681, published his

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[77] Paul Brand, 'Administering the "Law and Custom of the Jewry": the Functions of the Exchequer of the Jews in Thirteenth Century England', p. 9. This paper will be revised for publication as the introduction for the final volume of the *Plea Rolls of the Exchequer of the Jews*, which Professor Brand is jointly editing with Susanne Brand.

[78] Irwin, 'The materiality of debt', pp. 69–70.

[79] Ibid, pp. 67–8.

[80] See Section 2.3.

[81] Leonard E. Boyle, 'Diplomatics' in James M. Powell (ed.), *Medieval Studies: An Introduction* (New York, 1992), p. 82.

[82] Ibid.

[83] On this, and other formative texts, see ibid, pp. 82–5.

monumental *De Re Diplomatica*.[84] In the decades and centuries which followed, diplomatic came to occupy an important position in Continental scholarship. In contrast, it never gained quite the same traction in England, as was the case elsewhere in Europe. Instead, it was left to individual historians to pursue the topic as and when it impacted upon their own research aims. One of the earliest contributions to the study of English diplomatic was Thomas Madox's *Formulare Anglicanum* (1702).[85] In that work he set out not only to distinguish the formulae which were used to write the documents included within his study but also, crucially, to determine the 'tenours of ancient charters'.[86] This is a particularly useful way of understanding diplomatic because it speaks not only to the consistency of the text but also to the flow. It has been noted elsewhere that the process of abbreviating medieval Latin in manuscripts was intended to aid the reader to more easily deliver the text orally.[87] In that sense, the flow of the text was vital for its reception by a medieval audience, the significance of which will be seen in Chapter Three of this thesis. Another important contribution to English diplomatic was made by Hubert Hall at the beginning of the twentieth century. He noted that 'English [diplomatic] has toiled painfully in the wake of the foreign science'.[88] Although the studies of scholars like Madox and Hall made important contributions to the discipline they were, regrettably, not able to foster a more general interest in English diplomatic. As the twentieth century progressed more work has been done on the topic, particularly in relation to the charter collections which have already been discussed. Before proceeding to outline that work, a note must be made about how diplomatic is approached in this study. The approach adopted in this thesis is informed by David Bates' comments on the study of charters' diplomatic. He remarked that:

> the central issue is surely how we define the link between diplomatic and source criticism, the one, broadly speaking, dealing with what is there in the text, and the other with how we should read that text.[89]

When the diplomatic analysis of the acknowledgements comes to be presented in Chapter Three of this thesis, both of these approaches will be taken into account. In the first instance, the various

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[84] Ibid, p. 83.

[85] Thomas Madox, *Formulare Anglicanum: Or, a Collection of Ancient Charters and Instruments of Divers Kinds, Taken from the Orginals* (London, 1702).

[86] Ibid, p. i.

[87] See, for example, Michael T. Clanchy, 'Literate and Illiterate; Hearing and Seeing: England, 1066–1307' in Harvey J. Graff (ed.), *Literacy and Historical Development: A Reader* (Carbondale, 2007), p. 70.

[88] Hubert Hall, *Studies in English Official Historical Documents* (Cambridge, 1908), p. 157.

[89] Bates, 'Charters and Historians of Britain and Ireland', p. 2.

formulae employed in the writing of acknowledgements will be considered. Yet, comment will also be made upon how particular sections of the text should be read, both in the specific context of acknowledgements, as well as the more general topic of thirteenth-century Anglo-Jewish moneylending activities.

The latter half of the twelfth century is acknowledged by charter historians, such as Robert Patterson and Teresa Webber, to have been an important time for the formulation of the diplomatic of English charters.[90] This formative period saw it become increasingly common for the texts of documents to be standardised according to common formulae. To a large extent, this trend can be linked to the increasing professionalisation of document production as the century progressed.[91] In that respect, this was very much a top-down process, beginning in the output of the royal chancery and slowly being disseminated down through society over the course of the twelfth and thirteenth centuries. By understanding this process of development in the diplomatic of charters, it can be possible to attribute an approximate date of production to individual records. Most obviously, Vincent's work on the *acta* of Henry II has shown that charters can be assigned to different sections of the reign based upon the presence, or absence, of the '*Dei gratia*' formula.[92] As the twelfth century progressed, it also became more common for comital households to include a dedicated *scriptorium*. Consequently, instead of the services of individual scribes being used to write specific documents, it was the staff of these writing offices who become responsible for producing the records needed for the administration of affairs. The inevitable by-product of that process was the standardisation of charter diplomatic, given that a smaller body of scribes could introduce their own particular ways of writing documents.

Moreover, the fact that the production of documents was now more closely scrutinised enabled what might best be described as a 'house style' to emerge. Once underway, this process was a slow one, as can be seen in the charters of the earls of Chester and Gloucester. It was only when scribes associated with the houses of the earls of Chester began to consistently produce their *acta*, for example, that the productions became more uniform.[93] The appointment of specific individuals to the task was not sufficient, in and of itself, to ensure standardisation. As Patterson has observed with

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[90] *Earldom of Gloucester Charters*, pp. 21–3; Webber, 'The Scribes and Handwriting', pp. 143–5.

[91] Ibid.

[92] Nicholas Vincent, 'The Charters of King Henry II: The Introduction of the Royal *Inspeximus* Revisited' in Michael Gervers (ed.), *Dating Undated Medieval Charters* (Woodbridge, 2000), pp. 97–120, esp. 97–100.

[93] John Hudson, 'Diplomatic and Legal Aspects of the Charters' in Thacker (ed.), *The Earldom of Chester and its Charters*, p. 154.

the Gloucester charters, '[t]races of standard phraseology and formulae, imitating royal charters, can be found in these *acta*, but the variations show that scribes had no formulary to guide them'.[94] It was only with the development of an administrative framework within the household, which was able to effectively regulate the output of individual scriptorium, that charters began to be produced in a more standardised form. In both instances, historians have noted that standardisation served to strengthen the authority of charters because it became possible to establish their authenticity based upon their style. The significance of writing offices in this should not be overly emphasised. Indeed, Daniel Power's study of the du Hommet family *acta* in Normandy has revealed a similar pattern of standardisation. Despite this, he could detect no evidence that a chancery had emerged within that household.[95] Such discussions must also account for local and regional variances in document production. In the context of the charters issued by the Welsh Princes, for example, Charles Insley has argued that, although they 'adopted many of the norms of English documentary culture', their motivations for doing so were different.[96] In particular, he emphasised the presence of the boundary clauses in the thirteenth-century charters. Although such clauses are also present in the English evidence, Insley argued that historians should resist the urge to view this as imitative, suggesting instead 'that such a practice in Wales was at least coeval with that in England'.[97] Within the context of this study, regional variance will become vital because acknowledgements were produced over a broad geographical area. Conversely, it must not be assumed that diplomatic similarities are indicative of a national trend without evidence to substantiate that hypothesis. It may well be that, as is the case with Welsh charters, acknowledgements were not imitative of a wider trend but, rather, evolved separately out of a shared necessity of purpose.

It is particularly useful to understand the documentary output of comital households here because, like those records generated at the *archae*, they were relatively limited in scope. Indeed, although an increasing number of documents were being issued by these elite households, the majority of the documents took the form of writ-charters.[98] In many respects, this served to assist the process of standardisation, given that scribes did not have to adapt to different forms. In contrast,

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[94] *Earldom of Gloucester Charters*, ed. Patterson, pp. 29–30.

[95] Power, 'Aristocratic *Acta* in Normandy and England', p. 278.

[96] Charles Insley, 'Imitation and Independence in Native Welsh Administrative Culture, c.1180–1280' in David Crook and Louise J. Wilkinson (eds.), *The Growth of Royal Government under Henry III* (Woodbridge, 2015), p. 106.

[97] Ibid, pp. 115–16.

[98] Richard Sharpe, 'Address and Delivery in Anglo–Norman Charters' in Flanagan and Green (eds.), *Charters and Charter Scholarship*, p. 32.

while episcopal records demonstrate the same tendency towards increasing standardisation, they could be more diverse in terms of their form, content and purpose.[99] An additional complicating factor was that these documents were not only influenced by royal practices, but also by traditions which originated at the papal court. Indeed, as Cheney has noted in relation to the twelfth-century records produced by the archbishops of Canterbury, the texts of documents were assembled by 'pillaging the formulae of papal and royal chanceries', with so many phrases and formulae being employed that little could be gained from tracing them all.[100] Similarly, at Hereford, prior to 1167, the diplomatic of the charters was characterised by the 'extreme variety of phraseology', while during the period 1174–1234 there was a 'distinctive change […] towards a more consistent style and the development of a variety of fixed formulae'.[101] Again, it is the *English Episcopal Acta* series which makes it possible to pinpoint that this was a more general development in the output of bishops' chanceries.[102] In the absence of a comparable project for secular charters, it is more difficult to assess precisely when this process towards increasing standardisation reached the same tipping point. As has been noted, by the final decades of the twelfth century this process was underway at all levels of society and, if anything, accelerated during the thirteenth century. This can be seen in the *Documents of Early England Data Set* (DEEDS) website, containing the texts of 41,000 Latin charters, each of which is fully searchable according to word or phrase.[103] In using the 'context search' function of that website, it is possible to see just how firmly some formulae came to dominate the formulae of medieval documents.

Although it is the writing offices of the secular and ecclesiastical elite which have received the majority of historians' attention, they are, in the context of this study, relatively unimportant. Rather, it is the process of standardisation that they initiated which must be understood. As will be seen in Chapters Two and Three of this thesis, in order to understand acknowledgements it is the civic writing offices that should be considered. The growing reliance on the written word in medieval society saw the emergence of a class of people in medieval towns who were able to write the documents needed

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[99] *English Episcopal Acta II*, ed. Cheney, pp. xxxiv–xxxvi.

[100] Ibid, p. liii.

[101] *English Episcopal Acta VII*, ed. Hoskin, pp. lxii–lxiii, lxxx.

[102] The implications of this, in the context of papal petitions, are explored by Thomas W. Smith, 'Review Article: English Episcopal *Acta* and Thirteenth-Century Petitions to the Pope', *Archives*, 40 (2014), pp. 16–22. See the introductions to each individual volume of the *English Episcopal Acta* series for specific developments.

[103] 'About DEEDS', *Deeds*, available online at https://deeds.library.utoronto.ca/content/about-deeds accessed on 14 Dec. 2017.

in daily life.[104] Many of these individuals were employed informally but from the thirteenth century onwards, a more formal office began to emerge in some civic communities in the form of the town clerk. As Kitrina Bevan has highlighted, once the office developed these men were not only responsible for producing the documents associated with civic government, but also for 'administering law in the local courts and making the records of the courts' proceedings'.[105] Unfortunately, this was not a uniform process so the office did not emerge everywhere simultaneously. Equally problematic is the variable nature of the thirteenth-century civic records across the country meaning that much of the early history of the town clerks is obscure and, as such, much of the historiography has focused upon the later period.[106] Even so, it is possible to trace the emergence of the office of town clerk at some centres. At Oxford, for example, Graham Pollard has highlighted that the office might have begun to emerge from the late 1220s onwards, the first specific reference to it comes only from the early 1250s.[107] A similar pattern has been detected by Ruth Easterling in relation to Exeter. [108] At other centres, it is not possible to firmly establish the identities of the common clerks until the end of the thirteenth century or beyond. Indeed, at London this cannot be done until the 1270s, while at York the earliest recorded reference to the office comes from 1317.[109] Regardless of the limitations of the sources, exactly the same trends can be seen in the towns as is the case for the royal, comital, and ecclesiastical documents; that is, an increasing reliance upon documentary culture and a growing tendency towards standardisation.

In contrast to more general collections of thirteenth-century charters, the diplomatic of acknowledgments has received very little attention from historians.[110] Having said that, it has long been recognised that this process of standardisation also had implications for those documents. As

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[104] For an overview of the emergence of scriveners and town clerks in medieval towns see: Kitrina Bevan, 'Clerks and Scriveners: Legal Literacy and Access to Justice in Late Medieval England' (Exeter, unpublished PhD diss., 2013), pp. 81–126.

[105] Ibid, p. 11.

[106] See, for example, Esther Liberman Cuenca, 'Town clerks and the authorship of custumals in medieval England', *Urban History*, 46 (2019), pp. 180–201.

[107] Graham Pollard, 'The Medieval Town Clerks of Oxford', *Oxoniensia*, 43 (1966), pp. 49–50.

[108] R. C. Easterling, 'Lists of Civic Officials of Exeter in the 12th and 13th centuries c. 1100–1300', *Report and Transactions of the Devonshire Association*, 70 (1938), p. 459.

[109] Caroline M. Barron, *London in the Later Middle Ages: Government and People 1200–1500* (Oxford, 2004), p. 364; D. M. Palliser, *Medieval York: 600–1540* (Oxford, 2014), p. 158.

[110] For scholarship on the diplomatic of Hebrew documents from medieval England see: Philip Slavin, 'Hebrew gone Latin: Reflections of Latin Diplomatic Formulas and Terminology in Hebrew Private Deeds from Thirteenth-Century England', *Journal of Medieval Latin*, 18 (2008), pp. 306–25; Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, esp. ch. 5–6.

Vivian D. Lipman noted in relation to the Norwich acknowledgements, they are so consistent as to suggest that they were based upon an exemplar.[111] That is a conclusion which can easily be applied to all of the surviving acknowledgements, which display a remarkable level of consistency, irrespective of time or place of production.[112] This emphasises the importance of situating these documents within a wider context of English documentary culture. In doing so, it becomes clear that it would be more noteworthy if acknowledgements were not as formulaic as they are. Yet this also serves to emphasise how deeply the process of standardisation penetrated into document production during this period. This was not the case for business documents produced just half a century before the introduction of acknowledgements. In his discussion of William Cade's (d. 1166) bonds, Hilary Jenkinson noted there was little sense 'of method' in the writing of those documents.[113] As will be seen in Chapter Three of this thesis, this was not the case for the business records of Jews or Christians by the thirteenth century. In a world where standardisation was the order the day, the key question which will need to be addressed in that chapter is not, 'why are the texts of acknowledgements similar?'. Instead, the question which will require more attention, is 'what are the subtle differences which distinguish particular groups of documents?'. It will only be in answering that question that it will become possible to comment more precisely upon the form and content of acknowledgements. In that respect, it is fortunate that a considerable number of both types of document have survived because work of this type requires 'a large and solid basis of original charters' in order to account for discrepancies and variances within the body of sources under consideration.[114]

The final stage in the process of assessing charters, which has been developed within charter scholarship, is an examination of the seals.[115] Given that a consistent requirement of the regulations governing the production of acknowledgements was that the documents were to have the debtor's seal affixed to them, this is also an important point for this study. In general, this could be done

> either (1) by making incisions in the fold of the manuscript and passing a strip of
> parchment or a length of woven cord, often of coloured silk, through them, the seal being

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[111] Lipman, *The Jews of Medieval Norwich*, p. 86.

[112] Irwin, 'The Materiality of Debt', pp. 70–1.

[113] Hilary Jenkinson, 'A Money-Lender's Bonds of the Twelfth Century' in H. W. C. Davies (ed.), *Essays in History Presented to Reginald Lane Poole* (Oxford, 1927), p. 194.

[114] C. R. Cheney, 'On the *acta* of Theobald and Thomas, archbishops of Canterbury', *Journal of the Society of Archivists*, 6 (1981), p. 467.

[115] Several important edited collections which have been produced in the last decade have served to immeasurably advance our understanding of seals. The most recent of these is Laura Whatley (ed.), *A Companion to Seals in the Middle Ages* (Leiden, 2019).

impressed over the ends, or (2) by cutting a strip of parchment from the lower edge of the manuscript, and impressing the seal upon it.[116]

Both methods served the same function of producing a pendant, which served to attach the seal to the charter.[117] They are also the most difficult aspect of charter studies to assess given that their function and form place them withing the bailiwick not only of historians but also art historians, archaeologists, genealogists, heraldists, antiquarians and collectors.[118] Similarly, their multifaceted purpose makes them more difficult to define. In the most general terms, seals were applied to documents in order to authenticate or confirm the text on behalf of the sealer.[119] Equally, they could serve as a form of security whereby the presence of the seal served to deter forgery.[120] As the period wore on, it became more practical for individuals at all levels of society to seal documents. In the wake of the Norman Conquest, seal ownership was still relatively rare.[121] The king possessed one in the form of the Great Seal, in order to seal official documents, and to imbue them with the authority of the Crown.[122] Much important research has been done into the Great Seal, both in terms of its physical form and also the political and iconographic features which it incorporated.[123] As T. F. Tout noted, for example, the Great Seal, or 'seal of majesty', allowed rulers to 'symbolise their supreme authority with all the clearness that contemporary art allowed'.[124] It was this feature of authority, he argued, which the great nobles sort to replicate with their adoption of seals by the beginning of the twelfth century.[125] Their ownership filtered down through society thereafter. By the middle of the century, it

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[116] David H. Williams, *Catalogue of Seals in the National Museum of Wales: Vol. 1. Seal Dies, Welsh Seals, Papal Bullae* (Cardiff, 1993), p. 11.

[117] P. D. A. Harvey and Andrew McGuiness, *A Guide to British Medieval Seals* (London, 1996), pp. 19–21; Elizabeth A. New, *Seals and Sealing Practices* (London, 2010), pp. 10–15.

[118] Laura J. Whatley, 'Introduction: Approaches to Medieval Seals and Sealing practices' in idem (ed.), *A Companion to Seals in the Middle Ages* (Leiden, 2019), pp. 8–15.

[119] Ibid, p. 1.

[120] Harvey and McGuiness, *A Guide to British Medieval Seals*, pp. 1–2; New, *Seals and Sealing Practices*, pp. 10–15.

[121] Harvey and McGuiness, *A Guide to British Medieval Seals*. Unfortunately, due to Covid-19 restrictions I have been unable to access a copy of this tome to check the page references for this or the next footnote.

[122] Ibid.

[123] New, *Seals and Sealing Practices*, pp. 33–42.

[124] T. F. Tout, *Chapters in the Administrative History of Mediaeval England: The Wardrobe, the Chamber and the Small Seals*, 6 vols. (Manchester, 1920), i, p. 124.

[125] Ibid, p. 125.

had become relatively common for those amongst the knightly classes to possess a seal as well. At this elite level of society, much work has been done by historians to establish the chronology and form of seals being utilised by individuals.[126] Yet, as Daniel Power has emphasised this development was not a forgone conclusion.[127] His work is particularly important because there has been a tendency within the historiography to treat seals as somehow separate from the documents to which they are attached. As Power argued, the sealed charter 'is a remarkable object, both as a text and artefact' and, as such, should be studied as 'whole document rather than just the seals'.[128]

In the context of this study, it is also important to understand the dissemination of seal ownership even further down the social spectrum. As Jenkinson long ago highlighted, by the thirteenth century the vast majority of society would have had ready access to a seal.[129] Unfortunately, comparatively little work had been done on the personal seals which form the bulk of the surviving evidence. By one estimate, as many as 300,000 pre-1500 personal seals survive, amounting to around eighty percent of extant examples.[130] Having said that, more work has been done on the topic since P. D. A. Harvey lamented that 'English medieval seals are a virtually untapped source of historical research'.[131] His work on personal seals concluded that the lack of scholarly research into them meant that our understanding of 'the style, the chronology, and the geographical distribution of their design' was still relatively rudimentary at the time that his article on the topic was published in 1991.[132] Based upon his study of those seals, Harvey was able to draw some preliminary conclusions. In particular, he noted that personal seals were increasingly anonymous seals from the mid-thirteenth century.[133] That is to say, where previously there would have been a legend around the edge of the seal pronouncing the owner's name or favoured phrase, by the 1250s it was increasingly common for this to be omitted

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[126] See, for example, T. A. Heslop, 'The Seals of the Twelfth-Century Earls of Chester' in Thacker, *The Earldom of Chester and its Charters*, pp. 180–95.

[127] Daniel Power, 'The transformation of Norman charters in the twelfth century' in David Bates et. al. (eds.), *People, Texts and Artefacts: Cultural Transmission in the Medieval Norman Worlds* (London, 2017), p. 193.

[128] Ibid.

[129] Hilary Jenkinson, *A Guide to Seals in the Public Record Office* (London, 1954), p. 4.

[130] P. D. A. Harvey, 'Seals and the Dating of Documents' in Michael Gervers (ed.), *Dating Undated Medieval Charters* (Woodbridge, 2000), p. 207.

[131] P. D. A. Harvey, 'Personal seals in thirteenth-century England' in Ian Wood and G. A. Loud (eds.), *Church and Chronicle in the Middle Ages: Essays Presented to John Taylor* (London, 1991), p. 117.

[132] Harvey, 'Seals and the Dating of Documents', p. 207.

[133] Harvey, 'Personal seals in thirteenth-century England', pp. 120–1.

in favour of a generic motif.[134] Of course, there is a class issue to contend with here and it was, on the whole, those at the lower levels of society who adopted such seals. Indeed, it has been noted that

> the presiding historiographical emphasis on politics and elites has been mirrored in sigillographic studies where a relatively small proportion of seals […] has until recently been the main object of study, while thousands upon thousands of smaller personal seals have, again until fairly recently, been offered little attention.[135]

Some of Harvey's concerns about scholarship on personal seals have been allayed by the recent work of John McEwan.[136] Of particular significance is his catalogue of the *Seals of Medieval London 1050–1300*, which reproduced nearly 1,500 seals from across the period.[137] Unlike previous endeavours, it reproduced seals according to location rather than the archival collection in which they reside. Consequently, this volume facilitates a much broader analysis of the chronology of seals as well as facilitating the tracing of individual motifs within a reasonably large dataset. That is particularly important in the context of this study because, as will be seen, the acknowledgements which are considered span different archives. It would not, therefore, be possible to discuss those seals while, at the same time, focusing upon a single archival collection.

The funding of academic projects, with the specific aim of analysing the form and use of seals, such as the 'Seals of Medieval Wales 1200–1550' project, have been particularly important for developing historians' understanding of regional variances of seals and their use.[138] As with the other elements of charter scholarship, technology has also served to open up new methodological avenues of study. The *Imprint* project, for example, run by the University of Lincoln, has utilised forensic technology in order to analyse thumbprint impressions on the rear of seals. The project seeks to explore 'medieval social networks and the bureaucracies and protocols behind authentication and security in medieval England'.[139] This in turn will allow the investigators to answer questions around

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[134] Ibid, pp. 121–2.

[135] Phillip R Schofield, 'Introduction' in Phillip R Schofield (ed.), *Seals and their Context in the Middle Ages* (Oxford, 2015), p. v.

[136] In additional to his scholarly outputs, McEwan has also made images of many seals available via an online platform: 'Digisig: Digital Sigillography Resource', available online at http://www.digisig.org/ accessed on 29 March 2020.

[137] John A McEwan, *Seals in Medieval London, 1050–1300: A Catalogue* (Woodbridge, 2016).

[138] The first results of this project are presented in Phillip R Schofield et. al. (eds.), *Seals and Society: Medieval Wales, the Welsh Marches and the English Border Region* (Cardiff, 2016).

[139] 'Impact Project', available online at https://www.lincoln.ac.uk/home/hh/history/historyresearch/imprint/ accessed on 29 Nov. 2017.

the chronology of seals, the development of their form, as well as gaining a more nuanced understanding of 'the "performative act of sealing"'.[140] Although the results of that project remain to be written up, an important initial development is the fact that all of the charters and the seals which were attached to them have been made available via an online database.[141] The value of these technological advances for the purposes of academic research should not be understated. Indeed, much of the comparative elements of this thesis have only been possible because the photographs of all of the manuscripts, from various archival collections, have been collated in a single location.

In contrast to the growing body of scholarship on seals in general, seals have rarely been explored in the Anglo-Jewish historiography. An obvious exception to this is a brief discussion by Robin R. Mundill on the topic. He suggested that 'sigillography could help in tracing the status of the borrower'.[142] Mundill identified two issues with the body of sources that he worked on. His work focused on the WAM acknowledgements, so had to conclude that those records survived in too limited a number to enable any concrete conclusions to be drawn. While this thesis is based on more than two and a half times the number of acknowledgements than were accessed by Mundill, the issue of seal survival remains. Additionally, the closure of archives because of the Covid-19 pandemic has made it impossible for an analysis of seals to be carried out for this thesis. Consequently, where seals are discussed in this thesis, the focus will largely be upon contemporary perceptions of seals and their purpose. This work will follow that of Thomas Roche, who recognised that 'the seal was the key to the validity of a written bond'.[143] In other words, without a seal, the acknowledgement itself would have been worthless. It is within this context that seals, and sealing, will be considered in this study.

0.3 Anglo-Jewish Records (I): Historiography

The methodological framework outlined above is, as has been seen, well established within charter scholarship. Conversely, with the exception of Olszowy-Schlanger's work (discussed below), relatively little work has been done on the records of the medieval Anglo-Jewish community, which adopts such a methodical approach.[144] Instead, much of the work which has been done on the large body of surviving sources has, following the aim of the Exhibition, sought to establish how those records can

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[140] Ibid.

[141] 'Imprint Database', available online at https://www.imprintseals.org/browse accessed on 29 March 2020.

[142] Robin R. Mundill, *England's Jewish Solution: Experiment and Exodus, 1262*–1290 (Cambridge, 1998), p. 218.

[143] Thomas Roche, 'Making agreements, with or without Jews, in Medieval England and Normandy' in Jones and Watson (eds.), *Christians and Jews in Angevin England*, p. 165.

[144] Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*.

be used to write the history of the Jews of, and in, medieval England. Even so, there have been some moves towards considering the Anglo-Jewish sources as records. This work has, most obviously, appeared in modern editions of the documents being discussed. In volume six of the *Plea Rolls of the Exchequer of the Jews*, for example, Paul Brand prefaced his transcriptions of the rolls with a substantial introduction. There, he provides a comprehensive survey of the administrative structures within which the rolls were generated and the staff who used them.[145] Similarly, in her edition of the *Medieval Jewish Documents in Westminster Abbey*, Ann Causton included a discussion of the Exchequer of the Jews and its impact on the Latin documents produced at, or in relation to, the *archae*.[146] While the extent to which that discussion applies to acknowledgements will be questioned below, it is still an important element in the production of those documents.

By far the best work to have been done in this area is the scholarship on Hebrew documents. When Peter Pormann edited two new *starrs* relating to the Oxford Jewry, for example, he included a comprehensive discussion of the documents, focusing particularly upon their form and content as well as situating them within their wider context.[147] The importance of this approach on a large scale has recently been demonstrated by Olszowy-Schlanger in her magisterial facsimile edition of *Hebrew and Hebrew-Latin Documents from Medieval England*. In bringing together 259 charters written in Hebrew, or which include any Hebrew text, she was able to demonstrate how an analysis of a large body of Anglo-Jewish documents could be sustained.[148] This was done, in part, by including a comprehensive analysis of the documents under consideration which situates the documents within their archival and administrative contexts. Moreover, the inclusion of a thorough palaeographic and diplomatic study of the surviving records served to demonstrate precisely how such records were constructed, and by whom. This volume is particularly important because it provides not only an analysis of the corpus as a whole but also an individual analysis of each individual document, which is reproduced both as a facsimile, as well as being transcribed. Unfortunately, such an undertaking is not possible within the space of this thesis. Even if a word count did not limit the extent of the study, a good case could be advanced for not replicating Olszowy-Schlanger's approach of providing an analysis of each individual document under consideration. First, her corpus contained a number of different kinds of documents,

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[145] *PREJ VI*, pp. 1–73.

[146] *Medieval Jewish Documents in Westminster Abbey*, pp. 5–18.

[147] Peter E. Pormann, 'Two New Starrs Relating to the History of Merton College, Oxford', *Journal of Jewish Studies*, 55 (2004), pp. 102–17.

[148] On her corpus see Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, pp. 31–6. I have been able to add to the number documents which include Hebrew text, which I have passed to Professor Schlanger for inclusion in the next volume of her study.

with variable formulae, which made it desirable to consider the relationship of individual documents to the whole. In contrast, the primary foci of this thesis are acknowledgements, and all such documents were produced in exactly the same way, each of which says approximately the same thing. Additionally, it is only when acknowledgements are treated together that it becomes possible to draw firm conclusions from the basis of the sources, even if the centre of production and chronology do need to be accounted for. Consequently, it is the introduction to Olszowy-Schlanger's facsimile which has the most to offer the historian of acknowledgements. Having said that, this is a very different study by virtue of the fact that considerably more evidence has survived about the processes involved in writing acknowledgements due, in large part, to the Crown's regulation of their production over the course of this period.

If the processes developed in relation to charter scholarship have not previously been applied to acknowledgements, that does not mean that they, and the other records produced in relation to Jewish moneylending activities, have been neglected within the historiography. On the contrary, the topic of moneylending has long occupied a central position within the scholarship. The earliest commentators regarded moneylending as the 'raison d'etre' of the medieval Anglo-Jewish community.[149] This concept was particularly enduring and, indeed, was repeated by Peter Elman in his 1937 article on the Expulsion.[150] It was, he argued, only after the Jews had been slowly deprived of 'their economic freedom and consequently of their raison d'etre', as a result of legislation issued over several decades, that Edward I finally issued the order which banished the Jews in 1290.[151] Much of this earlier work was based upon general discussions of the act of moneylending. In contrast, Vivian D. Lipman systematically mined the documents in the Westminster Abbey Muniments to reconstruct the moneylending activities of the Norwich Jewry, as part of his wider study of that community.[152] His work is particularly important because the volume includes transcriptions of the Norwich documents in Westminster Abbey as an appendix.[153] As a result of his close reading of the records, Lipman was even able to comment on which days of the week such transactions were conducted at the *archa*.[154] This approach was adopted, and expanded upon, by Robin R. Mundill, two decades later in his doctoral

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[149] As quoted in Julie L. Mell, *The Myth of the Medieval Jewish Moneylender*, 2 vols. (London, 2017), i, p. 158.

[150] Peter Elman, 'The Economic Causes of the Expulsion of the Jews in 1290', *The Economic History Review*, 7 (1937), p. 150.

[151] Ibid.

[152] Lipman, *The Jews of Medieval Norwich*, pp. 79–94.

[153] Ibid, pp. 187–312.

[154] Ibid, p. 89.

work where he examined the moneylending activities of the Jews at Canterbury, Hereford, and Lincoln. Consequently, Mundill was able to account for local and regional variances in the evidence, as well as applying his conclusions on a national level.[155] A distinctive feature of his work was that, where most previous scholars had focused primarily upon the Jewish creditors, Mundill addressed the Christian debtors as well.[156] He was not, of course, the first to do this, given that Elman had attempted something similar in the 1930s.[157] Likewise, in 1982, Sharon Liberman had traced individual debtors in order to understand the Crown's attitude to them during the thirteenth century.[158] Mundill's aim was rather different in that he traced debtors in order to map their geographic and socio-economic distribution.[159] Similarly, Hannah Meyer adopted the same approach in her study of the medieval Anglo-Jewess.[160] She focused upon the evidence of female creditors, arguing that unlike Jewish women in France, Anglo-Jewish women did not, on the whole, engage in consumption loans.[161] Unfortunately, for reasons which will be explored in Chapter One, remarkably few acknowledgements have survived naming Jewish women as creditors. This prevents a substantial discussion of the role of gender in Jewish moneylending activities in this thesis but, as Meyer demonstrated, Jewish women could enter into transactions in much the same way as their male co-religionists. Moreover, the regulations established by the Crown applied to all Jews, irrespective of gender. In that sense, any discussion of acknowledgments implicitly applies to males and female Jews in a way which, perhaps, is not the case in relation to other documents.

All of these studies have made an important contribution to historians' understanding of Jewish moneylending activities in thirteenth-century England. Conversely, they all operate upon the same underlying assumption, that prior to the latter half of the twelfth century Anglo-Jewry engaged predominantly in the trade of luxury goods, plate, and coin. It was only later that they were driven into the field of moneylending, not in the least because Christians were prohibited from lending

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[155] Robin R. Mundill, 'The Jews in England, 1272–1290' (St. Andrews, unpublished PhD diss., 1987).

[156] Ibid, pp. 308–53.

[157] Ibid, pp. 310–11.

[158] Sharon Temple Liberman, 'English Royal Policy Towards the Jews' Debtors, 1227–1290' (Birkbeck, unpublished PhD diss., 1982).

[159] Mundill, 'The Jews in England', pp. 343–53.

[160] Hannah Meyer, 'Female Moneylending and Wet-Nursing in Jewish-Christian Relations in Thirteenth-Century' (Oxford, unpublished PhD diss., 2009).

[161] Ibid, pp. 117–21.

money at interest.[162] This narrative has recently been challenged by Julie L. Mell in her two-volume study of *The Myth of the Medieval Jewish Moneylender*, which includes two chapters devoted to the English evidence.[163] In particular, she challenges the modern conception of the Jews having had an 'economic function', whereby it has been argued that the Jews occupied a privileged position in medieval society on account of their moneylending activities which could then be exploited by Christian rulers.[164] In the English context, Mell concluded that not all Jews were moneylenders and, indeed, most would never have engaged in moneylending of any kind.[165] This much has long been understood, and was highlighted by B. L. Abrahams, as long ago as 1895, and it has more recently been suggested that perhaps as few as one percent of Jews were involved in moneylending.[166] In contrast, by conducting an analysis of the records themselves, Mell has been able to gauge more precisely the extent of Jewish engagement with this activity. Her work concluded that only around thirty percent of Jews would have engaged in some form of moneylending, with the majority of England's Jewish population never extending credit, largely because they lacked the wherewithal to do so. Of those that remained, Mell argued, only around ten percent would have engaged in moneylending professionally, with the rest engaging in transactions only occasionally as 'a form of investment for a small nest egg'.[167] Although the extent to which these distinctions can be applied to the surviving sources in a practical sense of dividing Jewish moneylenders into these categories is uncertain, this work constitutes a major advance in how historians approach the topic of Anglo-Jewish moneylending. Moreover, it highlights that there are fundamental issues with approaching 'the Jews' as if they were a homogenous group. Having said that, the focus of this thesis are the records generated by Jewish moneylending activities and, as such, there is an inevitable focus upon moneylenders. That should not be interpreted as a challenge to Mell's conclusions, but rather an inevitable consequence of the type of sources being used. What this shows most clearly is that, despite the fact that a great deal of time and ink has been expended in explorations of medieval Anglo-Jewish moneylending activities over the

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[162] See, for example, Robert C. Stacey, 'Jewish lending and the medieval English economy' in Richard H. Britnell and Bruce M. S. Campbell (eds.), *A Commercialising Economy: England 1086 to c. 1300* (Manchester, 1995), pp. 83–5, 88–92.

[163] Mell, *The Myth of the Medieval Jewish Moneylender*.

[164] Ibid, i, pp. 1–3.

[165] Ibid, pp. 174–87.

[166] B. Lionel Abrahams, 'The Condition of the Jews of England at the Time of their Expulsion in 1290', TJHSE, 2 (1894–5), p. 82; Colin Richmond, 'Englishness and Medieval Anglo-Jewry' in Tony Kushner (ed.), *The Jewish Heritage in British History* (London, 1992), p. 53.

[167] Mell, *The Myth of the Medieval Jewish Moneylender*, i, pp. 203, 205, 214.

past century, and more, much work remains to be done on the topic. Although this thesis is not a study of Jewish moneylending activities *per se* but, rather, a study of the records of those activities, it is still hoped that by taking the scholarship in a different direction, it will also be possible to draw new conclusions about Jewish moneylending activities in England between 1194 and 1275–6.

0.4 Anglo-Jewish Record (II): The Sources

This study is, first and foremost, a study of acknowledgements. Yet, at no point in this thesis will it be possible to view those records in isolation from the more general sources generated by the Crown's administration of the Jews. As has already been seen, the earliest regulations governing the production of acknowledgements were not issued until 1194, yet the Crown's direct involvement with Jewish moneylending activities began a decade earlier.[168] Following the death of Aaron of Lincoln in 1186 his heirs were not, as was customary, permitted to inherit his estate in return for the payment of a fine.[169] Instead, Henry II confiscated it in its entirety, probably because of the scale of Aaron's assets, which have been valued by historians at around £100,000.[170] He was the greatest Jewish moneylender in medieval England, as well as an active purchaser of debts which had been transacted by other Jews, so debts worth a fantastic amount of money were transmitted to the Crown.[171] In order to collect these debts, a dedicated governmental department was set up in 1187 to deal with the sheer extent of the business. The resulting Exchequer of Aaron (*Scaccarium Aaronis*) was tasked with collecting the outstanding debts on behalf of the Crown.[172] In the years that followed, up to 1191, this new office of government set about realising the potential of those bonds. After that point, the debts were transmitted into the main Pipe Rolls for collection, where Hazel Gray has calculated that there were still more than five hundred outstanding debts with a face value of £14,213 14*s* 10*d*.[173] A decade

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[168] Indirectly, the Crown's involvement can be traced even in the earliest surviving Pipe Roll for Michaelmas Term 1130, which includes references to Jews paying fines to the Crown in order to receive royal assistance in collecting debts: *The Great Roll of the Pipe for the Thirty First Year of the Reign of Henry I Michaelmas 1130*, ed. Judith A. Green (London, 2012), pp. 115, 116, 117.

[169] Robert C. Stacey, 'Lincoln, Aaron of', *Oxford Dictionary of National Biography* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/37090 accessed on 30 March 2020.

[170] Ibid.

[171] Ibid.

[172] Robin R. Mundill, *The King's Jews: Money, Massacre and Exodus in Medieval England* (London, 2010), pp. 21–3.

[173] Hazel Catherine Gray, 'Moneylending in Twelfth-Century England' (London, unpublished PhD diss., 2007), p. 164. I am grateful to Dr Gray for providing me with a copy of her fascinating thesis.

later, in 1201, it has been suggested that that number had fallen to around £12,000.[174] Yet, the original figure was probably much larger than this. The debts only started to be entered onto the Pipe Rolls five years after the establishment of the Exchequer of Aaron. It follows, therefore, that the easiest debts to collect had already been paid and what can be seen from the 1190s in the main Pipe Rolls are those debts which proved the most difficult to collect. Clearly, by the time that the Crown came to issue the Articles of the Jewry in 1194, it had substantial experience not only of Jewish moneylending activities, but also the inherent difficulties involved in individual transactions.

Traditionally, historians have viewed the establishment of the Exchequer of Aaron and the regulations established in 1194 in separate terms. Indeed, where the former has been interpreted as a deliberate act of financial exploitation, the promulgation of the latter has often been viewed as a reactionary act. According to this argument, the Crown established the system of registering debts because following the massacre of the Jews at York (16–17 March 1190), the attackers, many of whom were indebted to Jews, burned the bonds recording the transactions. This negatively impacted upon royal finances because those debts should have been transmitted to the Crown upon the death of the Jewish creditors.[175] The result, as Colin Richmond has noted, was 'a paradox of Jewish history', whereby the Jews were the victims in 1190 but they also suffered the most as a result of the Crown's response to those events in 1194.[176] Yet, Stacey is surely correct to argue that the royal policy of the 1180s in relation to Aaron of Lincoln's debts was a direct antecedent of Crown's approach to regulating debts in the 1190s. He convincingly argued that a 'jurisdictional monopoly developed gradually in England between the 1170s and the 1230s' which saw the Crown assert its rights over, and in relation to, the Jews.[177] Crucially, Stacey sees the Crown's regulation of Jewish moneylending activities from 1194 onwards not as separate to that policy but, rather, as an integral component of it.[178] These conclusions have important implications for this study because it means that acknowledgements cannot be understood in isolation from the wider range of sources produced by the Crown's regulation of Jewish moneylending activities.

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[174] Mundill, *The King's Jews*, p. 21.

[175] Robin R. Mundill, 'The "Archa" System and its Legacy after 1194' in Jones and Watson (eds.), *Christians and Jews in Angevin England*, p. 148.

[176] Richmond, 'Englishness and Medieval Anglo-Jewry', p. 52.

[177] Robert C. Stacey, 'The Massacres of 1189–90 and the Origins of the Jewish Exchequer, 1186–1226' in Jones and Watson (eds.), *Christians and Jews in Angevin England*, p. 106.

[178] Ibid, pp. 113–4.

In the context of the royal government it is important to highlight three key sources for the regulation of Jewish moneylending, and its study. First, in the late 1190s, following on from the Exchequer of Aaron, the Exchequer of the Jews was established, which had 'day-to-day conduct of relations between the Crown and [the Jewish] community, and with jurisdiction over all major litigation between Christians and Jews'.[179] Inevitably, given this wide ranging remit, the proceedings of the Exchequer of the Jews are filled with details which provide insight into Jewish moneylending activities. This is particularly true for those cases where litigants were either seeking the aid of the Crown to enforce repayment, or to evade a debt in part or entirely. Such cases will be analysed at length in Chapter One of the thesis, where the legal tactics employed will be considered in relation to Jewish moneylending activities more generally. Additionally, the Plea Rolls of the Exchequer of the Jews contain administrative entries relating to debts which are useful for establishing the existence of other such transactions.[180] While relatively few of these rolls have survived for the early period, they survive relatively consistently for the final decade of the period covered by this thesis.[181] Second, there are the records of Jewish receipts for payments to the Crown, notably for tallages.[182] These could take two forms. Either, specific membranes could be entered into the main receipt rolls, forming the *rotuli Judaeorum*, or they could be produced as separate rolls.[183] In terms of moneylending, these records are particularly important for two reasons. First, they provide an insight into the wealth of individual Jews and the Jewish community at given points during the thirteenth century. As a result, Stacey calculated that, between 1241 and 1255, the Jewish community was assessed to pay 100,000 marks to the Crown alone, which served to decimate the wealth of the community.[184] While it was commonplace for payments to be made in cash earlier in the period, from the second half of the thirteenth century it became increasingly likely that these would be made by transferring debts to the Crown.[185] The result of this is that the details of a great many transactions have been preserved in the rolls, details of which survive nowhere else. Third, there are the scrutiny rolls. These records list the

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[179] Brand, 'Jews and the Law', p. 1139.

[180] See, for example, the entries relating to Leo son of Preciosa in S*elect Pleas*, pp. 71–2.

[181] Brand, 'Appendix III: List of Surviving Plea Rolls of the Exchequer of the Jews, 1219–1290' in *PREJ VI*, pp. 57–68.

[182] These are mostly held in TNA's E 401 series.

[183] Most of the extant receipt rolls are listed in Hilary Jenkinson, 'The Records of Exchequer Receipts From the English Jewry', *Transactions of the Jewish Historical Society of England*, 8 (1915–17), pp. 32–7.

[184] Robert C. Stacey, '1240–60: a Watershed in Anglo-Jewish Relations', *Historical Research*, 61 (1988), p. 138.

[185] Ibid.

debts which were held in a particular *archa* in summary.[186] On the whole, where historians have considered thirteenth-century Anglo-Jewish moneylending activities, it is these rolls that they have used.[187] In contrast, while this thesis uses them at various points for the purpose of providing context, they are certainly not central to this consideration. This is, in part, a reflection of the fact that this is not a study of Jewish moneylending but of acknowledgements. Equally, although both scrutinies and acknowledgements record much the same thing, they emerged out of very different traditions. The former emerged out of a system of royal regulation, while the latter were a product of the civic environment.[188] Equally, while both records relate the particulars of individual transactions, the purposes for which they were produced were very different. By approaching scrutinies and acknowledgements in this way, it can be seen that there was a two-tiered system of records generated by Jewish moneylending activities, of which acknowledgements were the lower part. Those different roles and traditions serve to explain why scrutinies are not addressed in the same way here, as is the case in conventional discussions of the records relating to Anglo-Jewish moneylending activities.

In addition to the records produced by the royal government, it is also important to briefly address the substantial collection of charter sources which have survived. Like acknowledgements, many of these were produced at the *archae* and relate to different stages of the moneylending process. There are, for example, a significant number of surviving quitclaims, in both Latin and Hebrew, which were issued by creditors in order to cancel debts.[189] Other documents relate to the administration of individual transactions, such as *licentiae* issued by creditors directing the chirographers to remove specific acknowledgements from the chest.[190] More generally, there are also a substantial number of property deeds which involve Jews.[191] This comes as little surprise given that, as with acknowledgements, the Articles of the Jewry 1194 had specified that a record was to be kept of Jewish property holdings and rents.[192] There are also a sizeable number of charters which were produced by the royal government but which have been preserved in the *archae* because they relate

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[186] See, in particular, TNA E 101/250/2–12.

[187] See, most recently, Carl Edward Feibusch, 'Jews and Credit in Late Thirteenth-Century England' (California, unpublished PhD diss., 2013).

[188] Dean A. Irwin, 'From chirograph to roll: the records of thirteenth-century Anglo-Jewish moneylending activities' in Ionuţ Epurescu-Pascovici (ed.), *Accounts and Accountability in Late Medieval Europe* (Turnhout, 2020), pp. 267–70.

[189] Discussed in Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, pp. 137–140.

[190] Ibid, pp. 141–2.

[191] Ibid, pp. 110–34.

[192] See Section 0.1.

to the administration of the chests.[193] It is, therefore, important to recognise that the records of the royal government are not the only documents that must be understood as part of this thesis. Rather, a range of documents was produced at the *archae* which must also be understood in order to truly get to grips with acknowledgements.

Before proceeding, it is important to define precisely what is meant by the phrase 'the *archae*'. That is not in the least because there were two sets of chests in existence in late thirteenth-century England.[194] The first were the Old Chests (*veteres archae*) which were established across England throughout the period covered by this thesis for the purpose of holding acknowledgements, and other Jewish business documents. Following the introduction of the Statute of the Jewry (1275) which, amongst other things, prohibited Jews from lending money at 'usury', it became necessary for a second set of chests, the New Chests (*novae archae*), to hold the new commodity bonds.[195] This argument was first advanced by Peter Elman, upon the basis of headings which appear on the scrutiny rolls produced following the Expulsion.[196] It was shown by Mundill, in his doctoral work, that Elman's argument contains some fatal flaws. In particular, Mundill argued that the headings which appear at the heads of the 1290–1 scrutiny lists only had local significance.[197] This was recently echoed by Carl Feibush who remarked that 'the terms *nova* and *vetus* [*cista*] should not be taken too literally'.[198] In contrast, upon the basis of the Anglo-Jewish sources in the Westminster Abbey Muniments, I found that there is sufficient evidence to sustain the argument that, after 1275, a second set of *archae* was established. Where Elman thought that the *novae cistae* were established after 1280 in order to hold the commodity bonds produced in adherence to the new regulations,[199] the evidence suggests that the New Chests were established immediately following the imposition of the Statute. Consequently, although the *archae* system is a central theme of this thesis, it is the Old, and not the New, Chests which are the focus of this study.

That distinction is a particularly important to draw because the vast majority of the surviving charter sources come from the *veteres archae*. It seems probable that the contents of the New Chests

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[193] *Medieval Jewish Documents in Westminster Abbey*, pp. 25–6.

[194] Irwin, 'From *Archae* to Archives', pp. 6–7.

[195] Ibid, p. 6.

[196] Peter Elman, 'Jewish Trade in Thirteenth Century England', *Historia Judaica*, 1 (1939), pp. 96–7.

[197] Mundill, *England's Jewish Solution*, p. 127.

[198] Feibush, 'Jews and Credit in Late Thirteenth–Century England', p. 13.

[199] Elman, 'Jewish Trade in Thirteenth Century England', p. 5.

were destroyed in the 1298 fire which is known to have destroyed some of the *archae*.[200] As a result, it would not be possible to conduct a study such as this for the final fifteen years of the Anglo-Jewish community. That is most readily seen by comparing the records which survive detailing the business activities of the Jews. In the period covered by this thesis, 348 acknowledgements can be identified, to say nothing of the other sources discussed above which provide glimpses of those activities. Conversely, for the fifteen-year period between the imposition of the Statute of the Jewry (1275) and the general expulsion of the Jews from England (1290), only six commodity bonds can be traced.[201] Indeed, most of what is known of Jewish business activities during that final period of the community comes from the scrutiny rolls which were produced following the Expulsion, when the bonds which remained in the *archa* defaulted to the Crown. Without them, almost nothing would be known of the transactions conducted during that period. Consequently, it is important to recognise not only how important the surviving acknowledgements are but also, crucially, how lucky historians are that they have survived.[202]

0.5 The Corpus

The Crown's regulation of Jewish moneylending activities between 1194 and 1275/6 means that a considerable number of acknowledgements survived. It has been possible to trace 347 extant acknowledgements of debt which were produced across this period. An additional document, dated the Sunday after St Martin in winter (15 November) 1271, is also included within the corpus because, as was discussed above, it has been preserved as an eighteenth-century transcription, bringing the total number of documents to 348 records held in eight archives.[203] As can be seen from Table 1, the majority of documents are held in The National Archives (TNA) and Westminster Abbey Muniments (WAM) collections. Additionally, there are other, more isolated, examples of acknowledgements held elsewhere, such as the two records held at Durham University Library, which are arguably the best-known such documents.[204] Where historians have considered acknowledgements, they have predominantly focused upon the WAM documents.[205] In contrast, this thesis adopts a more expansive

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[200] Irwin, 'From *Archae* to Archives', p. 7.

[201] References are given in Irwin, 'From chirograph to roll', p. 260 fn. 48.

[202] See Section 0.6 below where the English evidence is placed in a broader European context.

[203] [Webb], *The Question of Whether a Jew*, Appendix p. 23.

[204] DUL 1.1.Ebor.15c–d. For the publication history of these documents see Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, pp. 743, 755.

[205] See, for example, Mundill, *England's Jewish Solution*, p. 8.

approach, drawing upon all known documents without giving preference to any archival collection or centre of production. Having said this, it must be recognised that some acknowledgements have more to offer different aspects of a study than others. This approach of including as many acknowledgements as possible is particularly important because the different collections vary quite considerably. Where the WAM acknowledgements are rich in sources from Canterbury, Lincoln, and Norwich, TNA's acknowledgements are dominated by the productions of the Hereford, London, and Nottingham *archae*. Surprisingly, with the exception of Lincoln, there is remarkably little cross-over between the two main collections. It would not, therefore, be possible to consider the productions of the *archae* more generally upon the basis of the holdings of a single archive. Additionally, each collection has its own particular challenges and limitations, discussed below, which are most readily mitigated by including as many documents as possible.

Table 1: Acknowledgements of Debt by Archive

Archive	Nº of Acknowledgements
The National Archives	206
Westminster Abbey Muniments	132
Cambridge University Library	4
Durham University Library	2
The British Library	1
Hereford Cathedral Archives	1
Magdalen College, Oxford	1
Northamptonshire Record Office	1
	348

To give these figures some sense of perspective it is useful to situate the surviving acknowledgements within the wider content of medieval Anglo-Jewish records. Mundill calculated that the scrutiny rolls held in The National Archives' E 101 series include the particulars of around 3,000 individual transactions.[206] When the scrutinies of the *veteres archae* are treated in isolation that number falls to around 1,900 transactions. The surviving acknowledgements boost that number to approximately 2,250 moneylending transactions from the period covered by this thesis. Based upon these figures, 15.48% of all the debts for which we have a record survive in their original form. Of course, these figures probably only represent a small fraction of the number of acknowledgements which were produced between 1194 and 1275–6 partly because we do not have a complete run of scrutinies from either 1275–6 and 1290–1. Even if that were not the case we would still not have a complete sense of the number of acknowledgements produced at each centre. After all, a scrutiny roll only provides a snapshot of the debts which were held in a chest at the time that it was opened and searched. To give some sense of the actual volume of documents which could be produced in the administration of business activities it is useful to look beyond our period. A decade after the Statute of the Jewry (1275), the Crown made provision for Christian merchants to register their debts through the Statute of the Merchants I (1283) and II (1285).[207] For the purposes of this study it is most important that, in the event of default, the creditor could obtain a certificate to recover their investment.[208] In the sixty-four years between 1285 and 1349, Pamela Nightingale has calculated, 23,878 such certificates have survived.[209] Given the figures cited above, it is not beyond the realms of possibility that a comparable number of acknowledgements were produced at the *archae* over the course of the eight decades covered by this thesis. Although only 348 acknowledgements have survived it must be concluded that, at the very least, 25–50,000 such chirographs would have been produced, each of which recorded an individual moneylending transaction. Undoubtedly, many of these would have been destroyed at the conclusion of the transaction, while others simply will not have survived the ravages of time. A sufficiently large body of evidence has survived to enable this

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[206] Mundill, *England's Jewish Solution*, p. 8.

[207] On these regulations and their implications for recording Christian debts see Christopher McNall, 'The Recognition and Enforcement of Debts under the statutes of *Acton Burnell* (1283) and *Merchants* (1285), 1283–1307' (Oxford, unpublished PhD diss., 2000). I am grateful to Dr McNall for allowing me to borrow his thesis during my Manchester days.

[208] 'Chancery: Certificates of Statute Merchant and Statute Staple', *Discovery: The National Archives*, available online at
https://discovery.nationalarchives.gov.uk/details/r/C3773#:~:text=Description%3A,statute%20staple%20contain%20much%20information accessed on 11 Sep. 20.

[209] Pamela Nightingale, *Enterprise, Money and credit in England Before the Black Death, 1285–1349* (London, 2018), p. x.

thesis to draw conclusions about acknowledgement production generally, as opposed to merely the production of those documents which have survived.

The surviving acknowledgements form a diverse body of evidence produced between c.1201–3 and 30 March 1276.[210] Unfortunately, only five documents have survived from the earliest period of acknowledgement production, when the Articles of the Jewry (1194) were in effect.[211] It is only in the decades following the imposition of the Statute of the Jewry (1233) that acknowledgements survive more consistently, and in ever larger numbers. For reasons which will become apparent, a discussion of the chronological distribution of acknowledgements will be left until Chapter Four of this thesis. Suffice it to say here that the majority of documents were produced between the mid-1250s and mid-1270s. In addition to being chronologically diverse, the corpus is also geographically varied. As Table 2 shows, acknowledgements have been preserved from at least ten separate *archae* from across England.[212] Of particular note are the London acknowledgements which dominate the corpus, with nearly half of the documents being produced at that centre alone. This is not to say that insufficient evidence has survived from other centres for the productions to be discussed at length, merely that the conclusions may, in places, be less detailed than is the case for London. Indeed, such is the richness of the London evidence, that those acknowledgements will often be treated as a separate case study in several chapters and used as a point of comparison for the analysis more generally.

Unlike some classes of medieval charters, such as those issued by the royal chancery, the location of issue is not given in the text of acknowledgements.[213] Consequently, establishing the provenance of the documents can be challenging. Previous endeavours have typically made attributions based on the identity of the creditor and debtor. In her edition of the WAM documents, for example, Ann Causton attributed two acknowledgements owed to Cresse son of Genta to the Canterbury *archa*.[214] The Colchester scrutiny roll produced in 1275, however, places them firmly at that centre. Wherever possible, therefore, acknowledgements have been assigned to particular centres of production on the basis of palaeographical and diplomatic evidence in the first instance.

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[210] British Library, Harley Ch. 43 A 54; WAM 9103.

[211] British Library, Harley Ch. 43 A 54; Magdalen College, Oxford, Misc. 284; TNA DL 25/1341; TNA WARD 2/60/234/63; WAM 9049.

[212] That number might, of course, be slightly larger because of the 348 surviving acknowledgements it has not yet proved possible to link fourteen to a particular centre of production.

[213] See, for example, the charter rolls of King John's reign, where the place of issue is often entered at the end of the documents, prior to the date: 'Charter Roll', *The Magna Carta Project*, available online at https://magnacarta.cmp.uea.ac.uk/read/mosaics/intro accessed on 1 April 2020.

[214] WAM 9037, 9053.

Only once those avenues are exhausted is the discussion supplemented with the particulars of the transaction. Such an approach is desirable because while each document varies according to the specific context within which it was produced, the clerks responsible for writing the documents were, as will be seen in Chapter Two, more constant. As such, it is possible to be more confident in making these assessments using this methodology.

Table 2: Acknowledgements of Debt by Centre of Production

Archa	Nº of Acknowledgements
London	158 (45.40%)
Canterbury	55 (15.80%)
Lincoln	51 (14.66%)
Norwich	25 (7.18%)
Nottingham	16 (4.6%)
Unknown	14 (4.02%)
Hereford	11 (3.16%)
Colchester	8 (2.3%)
Winchester	4 (1.15%)
Warwick	3 (0.86%)
York	3 (0.86%)
	348

As has already been noted, many of the acknowledgements which are included in this corpus here have never been previously addressed in the historiography. This does not mean that any of the documents which form part of this corpus are 'new' in the sense that they had previously been unknown to historians or archivists. Indeed, without exception, all of the records which form the basis of this research appear in the archival catalogues of the repositories in which they are held. Admittedly, some of these are more accessible than others. The WAM collection, for example, has been catalogued several times over the centuries, and in each instance the presence of the Jewish records generally, and acknowledgements specifically, were explicitly noted.[215] The most recent of these is the Scott slip catalogue, compiled by Edward Scott between 1891 and his death in 1918 in which he catalogued the majority of the collection, as well as organising the muniments into their present state.[216] Until recently the contents of this catalogue were accessible only to those who physically accessed it in the Muniments itself. In the context of the Anglo-Jewish material in Latin, the issue of access has now been countered by two publications.[217] The first is the appendix to Vivian D. Lipman's *The Jewish Community of Medieval Norwich* (1967), which includes transcriptions of the documents relating to Norwich.[218] More recently, Ann Causton's *Medieval Jewish Documents in Westminster Abbey* (2007) provided an English calendar of 268 documents which had not previously appeared in print.[219] In contrast, details of the majority of the acknowledgements in TNA's 'E 210' series have been accessible since the publication of *A Descriptive Catalogue of Ancient Deeds: Volume 3*. That volume calendared the first 1,330 items in the 'Ancient Deeds: Series D' (which subsequently became the 'E 210' series), including a summary of each document although endorsements were largely omitted. Even so, the particulars of 154 acknowledgements have been available for 120 years as a result of that publication.[220] That the contents of these documents have been accessible to researchers over such a long period might account for why they have been studied so little. That is to say, because their contents are in print, historians have tended to reference the catalogue entries

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[215] Irwin, 'From *Archae* to Archives', pp. 9–11.

[216] Ibid, p. 10.

[217] The Hebrew documents within the collection, as well as a number of Latin documents which include Hebrew endorsements, were published in Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, pp. 157–512.

[218] Lipman, *The Jews of Medieval Norwich*, pp. 187–312

[219] *Medieval Jewish Documents in Westminster Abbey*, pp. 28–106.

[220] These descriptions were latterly incorporated into 'Discovery' TNA's online catalogue.

rather than the documents themselves.[221] While the catalogues of more provincial archives are less accessible, when they are consulted individually catalogued acknowledgements can be readily detected. Indeed, the only acknowledgements which have not been individual catalogued are the documents in TNA's 'E 101' series. Consisting of thirty-two acknowledgements held in two folders these documents are catalogued simply under the heading 'Letters of Obligation to the Jews'.[222] This issue has recently been remedied by the digitisation of those documents on the *Anglo-American Legal Tradition* website.[223] Admittedly, this reliance on archival catalogues carries its own inherent problems because it would mean that any uncatalogued material was overlooked.[224] Unfortunately, small, single sheet, documents are easily hidden and difficult to detect in archival collections in the absence of finding aids. Consequently, it is probable that more (perhaps many more) acknowledgements survive than are included within this corpus, overlooked simply because they have yet to be identified and catalogued. Even so, it is important not to understate the size and importance of this corpus which, after all, spans the thirteenth century chronologically and England geographically.

It must also be noted here that, in recent years, historians have become increasingly aware of the need to engage with business contracts in a more meaningful way, instead of just mining them for their contents. In the three years since this project commenced, for example, two studies have appeared in print which illustrate this perfectly. First, in *The Promise and Peril of Credit*, Francesca Trivalleto set out to investigate the legend that Jews were responsible for the emergence of bills of exchange which emerged from the seventeenth century onwards.[225] Inevitably, given the nature of her study, the bulk of Trivalleto's monograph draws upon literary and technical texts. This discussion

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[221] See, for example, Joe Hillaby, 'The Worcester Jewry, 1158–1290: Portrait of a Lost Community', *Transactions of the Worcester Archaeological Society*, 35 (1990), p. 107. Crucially, Hillaby missed an additional acknowledgement which was pertinent to his discussion because it was uncatalogued in TNA E 101/249/7 no. 17.

[222] 'Letters of obligation to the Jews. 33 to 53 Hen III 1 file', *Discovery*, available online at https://discovery.nationalarchives.gov.uk/details/r/C4514147 accessed on 1 April 2020; 'Letters of Obligation to the Jews. 34 to 56 Hen III 1 file', *Discovery*, available online at https://discovery.nationalarchives.gov.uk/details/r/C4514149 accessed on 1 April 2020.

[223] 'Exchequer: Accounts Various: The Jews', *AALT*, available online at http://aalt.law.uh.edu/E101nos249_255.html accessed on 1 April 2020. Unless otherwise noted, it is the original manuscript, rather than online images of the documents, which has been accessed.

[224] For a recently discovered Anglo-Jewish charter and starr see Judith Olszowy-Schlanger and Sian Collins, 'Samuel of Norwich in the marshlands of King's Lynn: economic tribulations reconstructed from a newly discovered thirteenth-century Hebrew starr in Cambridge University Library', *Jewish Historical Studies*, 50 (2019), pp. 15–6.

[225] Francesca Trivalleto, *The Promise and Peril of Credit: What a Forgotten Legend about Jews and Finance Tells Us about the Making of European Commercial Society* (Princeton, 2019), p. 4.

needed to be prefaced with a guide to the form and function of bills of exchange, which are variously described as 'vague' and 'opaque' to address the reality that '[f]ew today know what bills of exchange are or how they worked'.[226] Her deeply intellectual exercise is grounded, first and foremost, in a thorough understanding of the documents under consideration. As will be seen throughout this thesis, some of the discussions of medieval Anglo-Jewish moneylending activities would not have erred so egregiously had the historians in question first understood the realities of the records that they were discussing. The second book to appear was Pamela Nightingale's *Enterprise, Money and Credit in England Before the Black Death*, in which she drew upon records generated by an official system which governed the recording of business activities. Moreover, the records which are the focus of Nightingale's study had received relatively little attention within the previous scholarship. When the documents are consulted, however, there are important administrative and diplomatic similarities between acknowledgements and Certificates.[227] Indeed, it had initially been intended that this thesis would include an analysis of those Certificates as a comparative element before the sheer scale of the evidence became apparent. The fundamental difference between our two studies is that where Nightingale was interested in understanding credit, my aim is to understand these documents as records. Despite being very different in both their approaches and methodologies, both Trivaletto and Nightingale place the documentary sources at the centre of their studies and, as such, represent welcome additions to the field of business contracts.

0.6 Beyond England

The geographical focus of this thesis is England. While there is some evidence of a Jewish presence in South Wales, predominantly at Caerleon, the moneylending activities of those Jews would have been registered at a Marcher *archa* such as Bristol, Exeter or Hereford.[228] Moreover, those discussions which seek to situate the English evidence in the broader European context typically emphasise the significance of the records relating to Anglo-Jewry. Indeed, it has become something of a cliché within scholarship on the Jews of medieval Christendom for writers to remark that

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[226] Ibid, p. 1, pp. 24–30.

[227] As a result, it would not be difficult to apply some of the key conclusions of this thesis, particularly surrounding the distinction between royal regulation and civic production to records which were produced under the Statutes of the Merchants.

[228] David Stephenson, 'The Jewish presence in, and absence from, Wales in the twelfth and thirteenth centuries', *Jewish Historical Studies*, 43 (2011), pp. 7–20; TNA E 101/249/31, E 101/250/4. A single acknowledgement survives in the name of a Caerleon Jew, although it has not yet been possible to establish the centre of production: WAM 9133.

> If we today possessed nothing more than the plea rolls of the Exchequer of the Jews, English Jewry would be far and away the best-documented Jewish community in thirteenth-century Latin Christendom. In fact, there is much more.[229]

To some extent, such comments miss the point and rely upon removing the Jews from a national context. If the premise of such statements is reversed, then it would have to be concluded that for Europe generally, and England specifically, the surviving sources are directly proportionate to the records which have been produced in those regions more generally. As has long been recognised by historians, from 1200 onwards, documents began to be produced in ever increasing numbers.[230] Although Paul Bertrand has cautioned that this might reflect better preservation rather than increased document production, that does not appear to have been the case with the English evidence.[231] Certainly, in the case of Anglo-Jewry, the increasing regulation of the Jews from the 1180s onwards resulted in an ever growing number of documents being produced; only a fraction of those documents have survived.[232] The emergence of a centralised bureaucracy at a much earlier date than elsewhere in Europe means that there are more documentary sources to work with in general as opposed to merely the Jews.[233] Here, we encounter a chronological issue which impedes any efforts towards comparative study. Namely, the Jews were expelled from England at the end of the thirteenth century, at precisely the point that the sources for other European polities begin to survive more consistently. In Austria, for example, there is evidence of Jewish moneylending from the thirteenth century onwards, but the bulk of the material comes from the Late Middle Ages, particularly the fifteenth century.[234] Important work has been done on these collections of administrative documents and charters for Continental Jewry. It has been argued by Birgit Wiedl, for example, that

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[229] Robert Chazan, *The Jews of Medieval Western Christendom, 1000–1500* (Cambridge, 2006), p. 155.

[230] See, for example, Clanchy, *From Memory to Written Record*, pp. 70–5.

[231] Bertrand, *Documenting the Everyday in Medieval Europe*, pp. 15–16.

[232] On acknowledgements and post-Statute commodity bonds see Irwin, 'From *Archae* to Archives', p. 7.

[233] The importance of this has not got unnoticed: Chazan, *The Jews of Medieval Western Christendom*, p. 155.

[234] Eveline Brugger, 'Loans of the Father: Business Succession in Families of Jewish Moneylenders in Late Medieval Austria' in Finn-Einer Eliassen and Katalin Szende (eds.), *Generations int Towns: Succession and Success in Pre-Industrial Urban Societies* (Cambridge, 2009), pp. 112–13.

Charters were a space of contact and encounter in which Jews visibly participated: as addressees, as witnesses, […] and also as issuers. These charters […] were a space of Jewish-Christian encounter in itself.[235]

In that respect, it is perhaps best to approach charters as the products of entanglement, to use a recent phrase which was deployed to counter the narrative of the 'Persecuting Society' in Jewish-Christian relations during the thirteenth century.[236] Traditional approaches, which view minority and majority as running in parallel to each other, coming into contact only for the latter to massacre the former, or otherwise persecute them.[237] Yet, as work from the second half of the twentieth century onwards has shown, there were many shared spaces in Christian-Jewish relations during this period.[238] Not only did both communities inhabit the same physical areas but they could also occupy the same economic intellectual and professional spaces.[239] As has been noted, the concept of entanglement offers something different, implying as it does

complexity; the things being tangled (threads, vines, branches) can cross many times, becoming difficult or impossible to pull apart, but still remain distinct, as with two colors [sic] of thread or two types of plant. They can run alongside each other separately, cross, diverge, and converge again. Parallels, similarities and differences, exchange and appropriation, exclusion and persecution, can all be part of entanglement.[240]

This work is vital for understanding this thesis. Acknowledgements are approached as the product of entanglement which span different legal, administrative, religious and linguistic traditions, throughout. As will be seen in Chapter One of the thesis, although the Crown heavily regulated Jewish moneylending activities throughout this period, this was never done in isolation. Instead, royal law was intertwined with both local and Jewish custom, as well as combining new and established traditions.

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[235] Birgit Wiedl, 'Anti-Jewish Polemics in Business Documents from Late Medieval Austria', *Medieval Worlds*, 7 (2018), p. 62.

[236] Elisheva Baumgarten et. al., 'Introduction' in idem (eds.), *Entangled Histories: Knowledge, Authority, and Jewish Culture in the Thirteenth Century* (Pennsylvania, 2017), pp. 3–5.

[237] Ibid, pp. 2–3.

[238] Ibid, p. 3.

[239] Ibid.

[240] Ibid, p. 4.

Unsurprisingly, given their prominence on the Continent, notarial records have also presented a rich source for students of Jewish business activities in particular.[241] In some respects, that makes it possible to produce an even more detailed study of moneylending activities than is the case for England, albeit for a slight later period. In his work on the notarial records of Marseilles, for example, Daniel Lord Smail has identified more than 22,000 credit contracts, which were transacted over the period 1337–62.[242] Of these, only seventeen percent were owed to Jewish creditors.[243] Historians of English credit have also noted that Jews probably only ever occupied a small portion of the market, even if they have dominated the historiography.[244] Smail's work also presents a challenge for the terminology employed in this thesis. As he has argued, there were social implications of borrowing money, which were 'influenced by a social system of trust, reputation and honor'.[245] There was nothing inherently bad about borrowing money, yet the word 'debt' has implicitly negative connotations. It was only if the borrower failed to repay the money, or more precisely fulfil their part of the agreement, that these negative implications become applicable. Echoes of this can be found in the post-Expulsion scrutiny rolls, which are not entitled as lists of debts but, rather, as lists of 'obligations'.[246] Moreover, the phrase used in every record of a transaction is '*debeo*' which is best translated as 'I owe'. Unfortunately, this is not the forum to address this topic, but one avenue for future research would be a study of Jewish-Christian relations which centres upon the social implication of indebtedness.[247]

The most obvious comparison with the English evidence is that of Northern France. The Capetian kings of France issued charters regulating Jewish moneylending at a comparable date to England, with the first orders being issued in 1206 by Philip II (just twelve years after the Articles of

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[241] See, for example, Rebecca Winer, 'Jews in and out of Latin Notarial Culture: Analyzing Hebrew Notations on Latin Contracts in Thirteenth-Century Perpignan and Barcelona' in Baumgarten et. al. (eds.), *Entangled Histories*, pp. 113–33.

[242] Daniel Lord Smail, *Consumption of Justice: Emotions, Publicity, and the Legal Culture in Marseilles, 1264– 1423* (New York, 2003), p. 139.

[243] Ibid.

[244] J. L. Bolton, *Money in the Medieval English Economy* (Manchester, 2012), pp. 196–9.

[245] Smail, *The Consumption of Justice*, pp. 137–8.

[246] TNA E 101/250/2–12.

[247] For a slightly later period, in the context of Christian France, see Tyler Lange, *Excommunication for Debt in Late Medieval France: The Business of Salvation* (Cambridge, 2016).

the Jewry).[248] Unlike England, however, none of the original loan charters from Northern France has survived, possibly because of 'the inclination of the debtor to destroy such materials after the loan had been repaid'.[249] Consequently, historians must access the topic more tangentially, as William Chester Jordan's work on Picardy has shown.[250] Using the records of the *enquêtes* from the mid-thirteenth century, Jordan examined credit networks, emphasising the role of gender in transactions and concluded that 'there developed a kind of two-tiered credit: larger loans granted by men or mixed groups of creditors; smaller – domestic – loans granted by women to women'.[251] It is important to note that although these conclusions have been influential, Hannah Meyer has shown that they were not applicable to England, where gender does not seem to have had any impact on the initiation of transactions.[252]

0.7 Structure

In large part, this thesis follows the methodological framework which has been developed in relation to charters more generally. The first section of this study considers the form of acknowledgements. The legal framework within which the documents were produced will be examined in Chapter One. This exploration will be followed by a discussion of who was tasked with writing acknowledgements, and the implications of this on the writing process, in Chapter Two. Chapter Three will present the results of a diplomatic analysis of the corpus in order to ascertain not only what acknowledgements say but also, crucially, how and why they said it. At no point in this section will any attempt be made to discuss the full administrative framework within which acknowledgements were produced. Instead, that topic will be considered in each of these chapters in relation to the focus of that Chapter. These chapters will be followed by an analysis of the acknowledgements. As a result, Chapter Four will analyse the scale and extent of Jewish moneylending activities as they are reflected in this corpus. Crucially, that chapter will also consider the evolution of transactions over the course of the thirteenth

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[248] Robert Chazan, *Medieval Jewry in Northern France: A Political and Social History* (Baltimore, 1974), pp. 87–93; Robert Chazan, *Church, State, and Jew in the Middle Ages* (New York, 1980), pp. 205–7; William Chester Jordan, *The French Monarchy and the Jews: From Philip Augustus to the Last Capetians* (Philadelphia, 1989), pp. 61–3.

[249] Ibid.

[250] William Chester Jordan, 'Jews on Top: Women and the Availability of Consumption Loans in Northern France in the Mid-Thirteenth Century', *Journal of Jewish Studies*, 29 (1978), pp. 39–56.

[251] Ibid, p. 56.

[252] Meyer, 'Female Moneylending and Wet-Nursing', p. 176.

century. Developing this work, Chapter Five will focus particularly upon debtors from the counties of Lincolnshire, Nottinghamshire, and Yorkshire.

Having said what this thesis will do, it is also important to address the two significant points which will not be addressed here. First, the form that individual acknowledgements take will, on the whole, not be considered in this thesis. I have already considered that topic elsewhere, in an article which was intended to establish something of a 'map' for the future study of acknowledgements.[253] The preliminary nature of that work means that some of the conclusions which were reached are either superseded or expanded upon in this thesis. The second point which will not be addressed in this work is antisemitism and Christian-Jewish relations. That is not to underplay the importance of those topics in medieval Anglo-Jewish history. Rather, it is a reflection of the fact that while antisemitism was omnipresent in medieval life, this is not evident in the production of acknowledgements. Indeed, although antisemitism and moneylending are inherently linked, this usually does not display itself at the outset of the transaction but, rather, when it became time to repay. This can be seen in the events of York in 1190. It is no accident that the people who most vociferously attacked the Jews were also those who had a vested interest in destroying all traces of the money that they owed.[254] As a result of all of this it will become possible to answer the question: what exactly is an acknowledgement of debt?

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[253] Irwin, 'The materiality of debt to Jews in England', pp. 56–71.

[254] R. B. Dobson, *The Jews of Medieval York and the Massacre of March 1190* (York, 1974), p. 28.

Chapter 1: Lending Money According to 'the Law and Custom of the Jewry'

1.1 Background

At Trinity Term 1244, Hugh le Brun appeared before the Justices of the Jews.[1] He had been arrested at Hereford in possession of a false (i.e. forged) acknowledgement, recording a debt of £12 owed by Robert de la Berwe and Moses son of Abraham, dated 4 April. In his defence, Hugh claimed that Josce son of Abraham had convinced him to go to the house of Thomas the *archa* clerk, posing as Robert. There, the fraudulent acknowledgement was produced and, in return, Hugh had been promised that a debt which he had owed to Josce would be removed from the Hereford *archa*. It appears that both Hugh and Josce were found guilty and were sentenced to death by hanging.[2] The production of acknowledgements, then, was a serious business. Consequently, before proceeding with any analysis of acknowledgements, the legislative framework within which transactions were conducted and recorded must be established. This is not the first such undertaking. Indeed, a number of historians have sought to reconstruct the regulations governing Anglo-Jewish life during this period based upon the statute evidence.[3] Such sources are also particularly useful in considering the manner in which acknowledgements were produced, given that legislation issued in 1194, 1233 and 1239 all provide this information.[4] A different approach to the topic has been outlined by Paul Brand in an unpublished paper, which he intends to serve as the introduction the next volume of the Plea Rolls of the Exchequer of the Jews. There, he convincingly demonstrates that, by analysing the Plea Rolls of the Jews of Exchequer of the Jews, it is possible to reconstruct regulations which cannot otherwise be traced in the extant pieces of legislation.[5] In particular, he addresses what can be learned about the law as it

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[1] *CPREJ I*, p. 75. In 1244 Trinity Term commenced on 29 May.

[2] Ibid.

[3] See, for example, H. G. Richardson, *English Jewry Under Angevin Kings* (London, 1960), pp. 67–82; Paul Brand, 'Jews and the Law in England, 1275–90', *English Historical Review*, 115 (2000), pp. 1138–58; Robin R. Mundill, 'The "Archa" System and its Legacy after 1194' in Sarah Rees Jones and Sethina Watson (eds.), *Christians and Jews in Angevin England: The York Massacre of 1190, Narratives and Contexts* (Woodbridge, 2013), pp. 148–62. For Jewish law see Pinchas Roth, 'Jewish Courts in Medieval England', *Jewish History*, 31 (2017), pp. 67–82.

[4] Dean A. Irwin, 'The materiality of debt to Jews in England, 1194–1276', *Jewish Historical Studies*, 49 (2017), pp. 61–64.

[5] Paul Brand, 'Administering the 'Law and Custom of the Jewry': the Functions of the Exchequer of the Jews in Thirteenth Century England'. I am grateful to Professor Brand for sharing this paper with me.

related to the Jews, by focusing upon cases, and rulings, which employed the defence 'according to the Law and Custom of the Jewry' (*secundum Legem et Consuetudinem Judaismi*). This authority was cited in more than seventy cases between 1219 and 1275, and therefore is a particularly rich source for historians. It is those entries which relate specifically to aspects of acknowledgements, and their production, which are considered here. This task will be undertaken in order to consider those regulations which were vital to the conduct of Jewish moneylending activities but are not mentioned in any of the surviving pieces of legislation. This discussion will be supplemented with evidence from the main rolls of the royal government, namely the Close, Fine, and Patent Rolls. As a result, it is will be possible to reconstruct the regulations which governed Jewish moneylending activities prior to 1275/6 more fully than has hitherto been the case. It will also establish a firm foundation upon which to base the analyses of acknowledgments which are presented in subsequent chapters.

There are a particular set of issues which must be addressed when approaching the Plea Rolls of the Exchequer of the Jews in this way. Unlike statute evidence, where it is usually possible to say when specific rules came into effect and when the successor legislation either supplemented or superseded the earlier requirements, the origins of a regulation cited in a legal case cannot be estbalished. Moreover, it can be said whether a piece of legislation addressed a specific issue or was part of a wider package of measures relating to the Jews. The same is not true when dealing with isolated refences in the legal records. On the whole, it is not possible to say when a particular rule came into effect or when it became redundant. It is also important to remember the context in which details of a particular requirement are recorded. When 'the Law and Custom of the Jewry' is cited, it was within the very specific context of the individual legal case itself and was probably shaped by the circumstances at hand. It was certainly not intended by contemporaries that such references would be used to reconstruct rules and regulations in the manner that is attempted here. Equally, the very nature of the medium in which these entries have been preserved might also have served to shape their content. As the doctoral work of Rebecca Searby has shown, historians cannot continue to assume that the clerks who produced the legal records were neutral parties.[6] Instead, she argued, such men were instrumental in shaping the content of the documents for the purposes of the court. It must be questioned, therefore, whether debtors called upon 'the law and custom of the Jewry' in the courtroom, or whether this was a summary produced by the clerks. In the context of this study, this is a moot point, in that it is more important that a point of law was regarded as valid than who said it. An additional problem for those working with the Plea Rolls of the Exchequer of the Jews relates

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[6] Rebecca Searby, 'The Anglo-Jewry in Law and Legal Culture, 1216–1235' (York, unpublished PhD diss., 2019). I have not had an opportunity to consult a copy of Dr Searby's thesis in the course of researching this study.

to survival. Prior the 1266, only five rolls survive. They cover the following periods: Michaelmas Term 1219 to Trinity Term 1220,[7] Easter Term to Michaelmas Term 1244,[8] and Easter Term 1253.[9] In contrast, from 1266 onwards the rolls survive in a fairly continuous, but not unbroken, run until 1286, although this study only considers those rolls produced up until 1275.[10]

This pattern of survival has two significant implications for this work. First, it means that it is not now possible to establish a complete chronology of 'the Law and Custom of the Jewry'. Had a complete set of rolls been preserved which covered the whole period, then it would be possible to identify when a particular regulation was first cited and when it ceased to be referred to. As it is, the majority of regulations which are discussed here can only be traced once in the records. Having said that, it is clear from the surviving statute evidence that major amendments to the law relating to the Jews were relatively rare, occurring perhaps once or twice a decade from the 1230s onwards.[11] Therefore, while it is often impossible to say precisely when a regulation referenced in the Plea Rolls of the Exchequer of the Jews was first introduced, it is reasonable to assume that it probably remained in effect for a considerable period. Similarly, it seems clear that those regulations which have been transmitted in this way were part of a valid legal tradition, given that they were significant enough to be referenced in the case in the first place (either by the debtor, or the clerk who framed the case). The corollary of the patchy survival of records is that many more regulations remain unknown because they were entered on rolls which are now lost. Even so, a significant amount of evidence has been preserved and, as such, this chapter will analyse it in order to establish the legal implications of a Jew lending money to a Christian in thirteenth-century England.

1.2 Conspicuous Absences

This chapter is primarily concerned with examining what the Crown said, between 1194 and 1275, in relation to Jewish moneylending. Before proceeding with that exploration, it is important to highlight one, rather important, thing that the Crown did not say on the topic: none of the regulations relating to Jewish moneylending were overtly prohibitive to either the debtor or creditor. There is nothing in the surviving sources to suggest that there was ever any attempt on the part of the Crown to inhibit

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[7] TNA E 9/1.

[8] TNA E 9/2, 3, 4.

[9] TNA E 9/5.

[10] For full details of the surviving rolls see *PREJ VI*, pp. 58–68.

[11] Brand, 'Jews and the Law in England', p. 1140.

specific Jews, or groups of Jews, from lending money. Nor, for that matter, does there appear to have been any attempt to prevent the ability of Christians to borrow money. Reality, of course, would have prevented a majority of Jews from engaging in this activity simply because they did not have ready access to the cash necessary in order to lend money.[12] Having said this, an entry on the Plea Roll of the Exchequer of the Jews for Hilary Term 1273 highlights that the Crown did regulate who could be named in an acknowledgement. Following the death of Leo son of Preciosa in that year, the money which he owed to the queen mother (Eleanor of Provence), as well as the debts owing to him, were entered onto the Plea Roll of the Exchequer of the Jews.[13] One of those debts – specifying that £98 6*s* 8*d* (147½ marks) had been borrowed by William de la Zouch on 8 June 1261 – was deemed to have been produced 'against the Assize of [the] Jewry'.[14] This acknowledgement was invalidated specifically because two creditors were named in the text of debt.[15] The entry records that the debt was repayable not only to Leo, but also to Deulecresse. It was this abnormality which was used by the Crown to invalidate the document, although the debt itself was 'retained to the use of the king'.[16] In order to explain the administrative error which had permitted the production of this defective acknowledgement, the Christian and Jewish chirographers, as well as the clerk who had written the chirograph, were commanded to appear before the Justices of the Jews on 2 March 1273.[17] It must be concluded, therefore, that while the Crown did not explicitly regulate which Jews could lend money, implicitly it did limit which Jews could be named in the text of an acknowledgement. This specification must have been introduced after 1238, given that an acknowledgement survives in Hereford Cathedral naming two creditors, as well as other earlier examples.[18] This case also serves to explain a curious feature of this corpus. That is not to say, of course, that Jews could not, and did not, engage in activities together, merely that only one Jew could be named in the main text.[19] As will be seen in Chapter Three of this thesis, that had important implications for the diplomatic of acknowledgements, given that it

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[12] Julie L. Mell, *The Myth of the Medieval Jewish Moneylender*, 2 vols. (London, 2017), i, pp. 203–8.

[13] *Select Pleas*, pp. 71–2.

[14] *CPREJ II*, p. 15.

[15] Ibid.

[16] Ibid.

[17] Ibid. An order which was to be enforced by the sheriffs of London as well as the Constable of the Tower, who had jurisdiction over the Jewish community.

[18] Hereford Cathedral Archives 2640. See also WAM 9049 and Cambridge University Library 3782, 3784 for earlier examples.

[19] See, for example, the debts listed on the 1262 receipt roll: TNA E 101/249/10.

became standard practice to name the second debtor on the dorse of the acknowledgement in question.

1.3 Recording Debt

At the most basic level, the Crown's regulation of Jewish moneylending activities during this period, required that Jewish creditors were able to prove the debt. That specification predated the Articles of the Jewry (1194), given that King Richard I (r. 1189–99) had granted a Charter of Liberties, to Isaac son of Rabbi Josce at Rouen on 22 March 1190, which made provision for this.[20] According to the terms of that document, if a transaction was disputed then it was 'the Jew shall prove the principal' (*Judeus probabit catallum suum*), which had been borrowed.[21] That the onus was on the Jewish creditor to prove the validity of a debt, even before 1194, goes some way towards explaining why the records of debts produced before that date were produced as Latin charters.[22] Significantly, it was also relatively common for debts owed to Christians to record debts on sealed charters by the end the twelfth century.[23] In that respect, the Articles of the Jewry had relatively little impact on the actual records themselves, and were in line with what might be expected for Christian contracts. This would suggest that, in addition to Stacey's argument that the Articles represent a step in the growing power of the Crown over the Jews, what can also be seen in 1194 is a reiteration of existing practice rather than the introduction of radical new provisions.[24] After all, the only substantive difference between the records produced before and after 1194, besides the *archae* system, was the transition from charter to chirograph.

The requirement expressed in Richard I's charter of 1190 was repeated in King John's (r. 1199–1216) more general Charter of Liberties, granted to the Jewish community as a whole, in 1201.[25] To a large extent, such a requirement was made redundant by the 1194 Articles which had already made

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[20] *Foedera. Conventiones, Litterae, et Cujuscunque Generis Acta Publica*, ed. Thomas Rymer, new edn, vol I part i, ed. A. Clark and F. Holbrooke (London, 1816), p. 51.

[21] Ibid. The term *catallum* in this quotation is usually translated as "debt" by historians. Within the context of Jewish moneylending activities, however, "principal" seems to be a more accurate translation.

[22] See, for example, TNA DL 27/189.

[23] Paul Brand, 'Aspects of the Law of Debt, 1189–1307' in P. R. Schofield and N. J. Mayhew (eds.), *Credit and Debt in Medieval England c. 1180–c.1350* (Oxford, 2002), p. 20.

[24] Robert C. Stacey, 'The Massacres of 1189–90' in Jones and Watson, *Christians and Jews in Angevin England*, p. 106.

[25] *Select Pleas*, pp. 1–2. The charter itself claims to reissue one which had been granted to the Jews by Henry I, which has not survived.

provision for that. It comes as little surprise, therefore, that this point was not repeated later in the thirteenth century. That it was an implicit feature of Jewish moneylending activities throughout this period can be seen in the Plea Rolls of the Exchequer of the Jews, where the concept manifested itself in two significant ways. First, in cases involving disputed debts, when a date was assigned for the parties to appear before the Justices, it was relatively common for the Jew to be ordered to 'have there the charter, tally or chirograph whereby he claims'.[26] In essence, such orders required that the creditor prove that their claim to repayment was based upon a legally enforceable instrument which could be produced before the court. Equally, the debtor could request that the creditor allow them to inspect the acknowledgement with which a claim was being made. In some instances this was, undoubtedly, a delaying or evading tactic, yet it is important not to place too much emphasis on this point. For all that this tactic was open to abuse, it was the right of every debtor, irrespective of motive, to demand that the creditor prove the validity of their claim. Equally, it is possible to advance more innocent explanations as to why the debtor might need to view the acknowledgement. If the terms of the debt required repayment over a prolonged period, for example, then access to the original acknowledgement might have helped to clarify the precise terms of the transaction.[27] In that respect, it is especially important to remember that, prior to the Statute of the Jewry (1233), no provision was made for the debtor to retain a copy of the transaction.[28] Similarly, if a debtor entered into multiple transactions (especially with the same creditor), this might be necessary in order to clarify which debt was being disputed. Irrespective of the reason, here it must simply be noted that throughout this period all Jewish moneylending transactions were predicated upon the basic principle that the creditor must be able to show by what right they claimed repayment.

The 1194 Articles required that the creditor not only prove the validity of a debt but also that it had been recorded appropriately. As such, it needed to be in the form of a bipartite chirograph, which had been written by a 'legal scribe', with a section of the record being deposited in an *archa*.[29] The parameters of the *archae* system also required that the chirograph was to be produced in the presence of the two Christian and two Jewish chirographers who administered the chest, or as many as were available. At the very least, an order directed to the Nottingham *archa* in 1234 suggests that at least two of the Christian and Jewish chirographers were to be present when an acknowledgement

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[26] See, for example, *CPREJ I*, pp. 2, 3, 12, 14, 24, 32.

[27] See, for example, ibid, pp. 3, 15. 120, 158, 162, 302.

[28] Richardson, *English Jewry*, p. 293.

[29] *Chronica*, p. 266.

was deposited.[30] The integrity of the *archae* was ensured by the fact that both pairs of chirographers, as well as the clerks, were to hold one of three keys to the chest, as well as a seal.[31] It is worth noting, in this respect, that there was nothing exceptional in these specifications. Indeed, it was relatively common for muniments chests of the period to include three locks in this way.[32] Similarly, one text from 1286–7 specifies that coins produced at mints were to be held in a pyx chest with three locks, with a later iteration of that document specifying that the keys were to be retained by the warden, the master, and the changer of the mint, respectively.[33] Although it is not now possible to say whether the 1194 regulations were adhered to in their entirety, it is clear from the earliest extant acknowledgements, which survive from c.1201–3, c.1208, c.1221 (two) and 1226, that the transition to bipartite chirographs was widely adopted.[34]

The Articles of the Jewry were amended slightly in 1233 with the introduction of the Statute of the Jewry (1233). Most obviously, in relation to acknowledgement production, the new legislation introduced chirographs which were to be produced in a tripartite form.[35] Additionally, it was now the foot (*pes*) of the document which was to be deposited into the *archa*, while a second (sealed) section would be retained by the creditor. The new format of the chirographs also enabled the debtor to hold a copy of the transaction for the first time. The language employed in the new legislation implies that '[t]he parchment was to be divided by a horizontal line drawn parallel with the base and a vertical line going up from it'.[36] This is one of the rare occasions where the legal theory was at odds with *archa* practice.[37] When the acknowledgements produced under the 1233 Statute are consulted it can be seen that they were, instead, produced by dividing the parchment horizontally into three sections.[38] Such a mode of production had been used during the Anglo-Saxon period, when it had been relatively

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[30] WAM 9081*.

[31] Ibid.

[32] Ibid.

[33] Martin Allen, *Mints and Money in Medieval England* (Cambridge, 2012) pp. 166–7.

[34] British Library Harley Ch. 43 A 54; Magdalen College, Oxford, Misc. 284; TNA WARD 2/60/234/63; WAM 9049; TNA DL 25/1341.

[35] Richardson, *English Jewry*, p. 293.

[36] Joe and Caroline Hillaby, *The Palgrave Dictionary of Medieval Anglo-Jewish History*, p. 98.

[37] Irwin, 'The materiality of debt', p. 63.

[38] Ibid.

common for tripartite acknowledgements to be produced in that way.[39] By the twelfth century, however, bipartite chirographs were more common.[40] That the production of acknowledgements did not conform to the legislative requirements set out in 1233 might suggest that the 'Custom of the Jewry' was permitted to take precedence over the 'Law of the Jewry'. Certainly, it seems most improbable that the acknowledgements would have been produced in this way had they not been regarded by contemporaries as valid and, by extension, enforceable. That is especially true given that the documents in question are not isolated examples but, rather, part of a wider trend which can be seen in the productions of Canterbury, London, and York. In any event, this was a loophole which was closed six years later.

A new set of regulations was issued in royal letters following a council at Winchester on 17 November 1239.[41] These survive as individual orders issued to the *archae* at London (10 December 1239), Colchester (3 February 1240), and Nottingham (somewhat later on 16 May 1241).[42] Unlike earlier regulations, which were imposed upon the entire Jewish community simultaneously, the dating of these letters suggests that the decisions reached in 1239 were promulgated more gradually. This conclusion is reinforced by the contents of the documents themselves, each of which are slightly different suggesting that they were not copied from the same exemplar.[43] In terms of acknowledgement production, the orders effectively reinforced the requirements which had been introduced six years previously. Possibly as a result of the fact that the earlier legislation had been largely ignored, the 1239 regulations gave very specific details about the division of the chirograph. Specifically, the Christian debtor would hold the 'first part', while 'the second part which is called the foot of the chirograph' (*secunda pars, que pes vocatur cirographi*) was kept by the creditor.[44] The orders are surely wrong here to suggest that the second part was called the foot given that it is well established that the third part was, in fact, the foot.[45] Where previously the creditor had retained the

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[39] See Section 0.2 above.

[40] Ibid.

[41] Summarised briefly in Hillaby, *Palgrave Dictionary*, p. 98

[42] *De Antiquis Legibus Liber: Cronica Maiorum et Vicecomitum Lononiarum,* ed. Thomas Stapleton (London, 1846), pp. 237–8; WAM 9001, 9002.

[43] Those differences might, in part, also be explained by the fact that the London order survives only as a copy. That would not seem to account for all of the discrepancies between the two orders.

[44] *De Antiquis Legibus*, p. 237.

[45] Indeed, the Statute of the Jewry (1233) says just that: Richardson, *English Jewry*, p. 294.

sealed section of the chirograph, this section was now to be deposited in the *archa*. [46] That these regulations were complied with can be seen from the fact that every surviving acknowledgement which was produced after their implementation is in the sealed foot of a chirograph.

Three additional features of the 1239 regulations are worth noting here. First, unlike previous iterations, these specified that acknowledgements were to be deposited in an *archa*, within ten days of production as opposed to immediately.[47] This may have been an extension of existing practice, given that an order to the Nottingham *archa* in 1234 specified that debts were to be admitted into the chest within five days of the transaction being recorded.[48] This might have been done to provide sufficient time for all of the chirographers to gather, or may reflect that debts were produced away from the chest so time needed to be allowed in order carry the document to the chest.[49] Second, in 1239 it was also specified what would happen if a record of the debt was not entered into the *archa* in a timely fashion. Namely, the Christian debtor would incur 'our [the king's] grave displeasure' (*gravi misericordia nostra*), while the Jewish creditor's goods would be forfeit to the Crown.[50] Again, this is the first occasion when such an explicit statement was made in the legislation, and provided a way to enforce the requirement in the Articles of the Jewry that Jews swear not to conceal anything.[51] Third, the 1239 orders indiscriminately dismissed the chirographers and clerks of the *archae* because of 'unrest in the realm'.[52] This wholesale removal of officers has previously been linked to the poor returns for a tallage imposed upon the Jewish community in 1239 but might also reflect that these officers had disregarded the Statute of the Jewry (1233).[53] In any event, it is clear that from at least 1194, the minimum requirement for any Jewish moneylending transaction was that it be recorded upon the instrument of a chirograph and, crucially, that part of it was be deposited in an *archa*. If the

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[46] *De Antiquis Legibus*, p. 237.

[47] Ibid.

[48] WAM 9081*.

[49] Brand, 'Introduction' in *PREJ VI*, p. 7.

[50] *De Antiquis Legibus*, p. 237.

[51] *Chronica*, p. 267.

[52] Ibid.

[53] Robert C. Stacey, 'The English Jews under Henry III' in Patricia Skinner (ed.), *The Jews in Medieval Britain: Historical, Literary and Archaeological Perspectives* (Woodbridge, 2003), p. 49.

creditor was unable to demonstrate that both of those requirements had been fulfilled, then it would nullify any claim to repayment.[54]

So far in this thesis, acknowledgements have been addressed in the sense that they provided a record of each individual transaction. That they were produced as part of chirographs, rather than more general charters, was itself significant because this served to incorporate an inherent security feature into the record.[55] With the exception of the earliest surviving record, all of the acknowledgements considered in this thesis have an indenture where they were cut. This is the result of having been cut in a specific way so as to produce either a *carta indentata* or *carta undulata*, which produce a zig-zag or wavy edge respectively.[56] In order for any chirograph to be regarded as valid, the various sections needed to align precisely at both the *divisa* and the indenture. Only if this could be successfully done would the document, and by extension the transaction that it recorded, be regarded as valid. If not, then the text was, quite literally, not worth the parchment that it was written on and any claim to repayment would be forfeit. That it was not uncommon for the creditor to lose their section of the chirograph is attested to by the existence of a number of *licentiae*, which were issued by the creditor to request the removal of acknowledgements from the *archa*.[57] Such documents represent a recognition by the creditor that, in the absence of their portion of the chirograph, they would be unable to pursue repayment of the debt.

A notable exception to the requirement that the creditor be able to prove the debt comes from the aftermath of the battle of Evesham (4 August 1265). In May 1264 the baronial opposition movement, led by Simon de Montfort, had seized power and for the next fifteen months had held the king. During this period, the Montfortian regime readily cancelled debts owed to the Jews by de Montfort's supporters and others – including those whose support de Montfort wanted to cultivate.[58] J. R. Maddicott has shown that, between October 1264 and June 1265, at least sixty debtors were excused from their obligations.[59] Saer de Harcourt, one of de Montfort's knights for example, had his

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[54] For cases in which the absence of an acknowledgement from an *archa* was used as part of the defence put forward by the debtor to evade repayment see, for example, *Select Pleas*, pp. 39–40, 43.

[55] Irwin, 'The materiality of debt', p. 65.

[56] Judith Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents from Medieval England: a Diplomatic and Palaeographical Study*, 2 vols. (Turnhout, 2015), i, p. 52.

[57] Ibid, pp. 170, 176, 180, 216, 247, 251.

[58] Sharon Temple Lieberman, English Royal Policy Towards the Jews' Debtors, 1227–1290' (Birkbeck, unpublished PhD diss., 1982), pp. 112–18.

[59] J. R. Maddicott, *Simon de Montfort* (Cambridge, 1994), p. 316.

debts to Cresse son of Genta cancelled.[60] When Henry III's government was restored all of those debts were reinstated through a letter patent, dated 1 October 1265, which stipulated that all debts would be enforced 'whether the charters of the said debtors were drawn from the chests of the chirographers […] or not, providing that reasonable proof be given of such debts'.[61] Such a measure was necessary because, as will be seen in Chapter Two of this thesis, a number of rebels had targeted the *archae* and the acknowledgements that they held. Consequently, in the exceptional circumstances which followed, the Crown briefly suspended the emphasis on the *archa* copies which the rebels had gone to such lengths to cancel or destroy.[62] The Patent Rolls for the eighteen months or so after Evesham include a series of orders allowing Jews to pursue repayment upon these terms. Those commands can effectively be divided into two categories. First, there are those which gave specific Jews permission to pursue repayments, or recover their investments, providing that they were able to prove the debt.[63] Second, there are commands which protected Jewish creditors by assuring individuals that, for a prescribed period (usually five years), the Crown would not interfere with, or seek to cancel, debts owed to them.[64] Cumulatively, these entries represent a concerted effort on the part of the Crown to protect the interests of Jewish creditors in a way which was unprecedented after 1194 (or, perhaps, an attempt to persecute recalcitrant rebel debtors via the Jews). Even so, this period of magnanimity was reactionary and soon enough the status quo was restored: both for England generally, and Jewish moneylending activities specifically.

It is important to note that, in addition to acknowledgements, the 1194 Articles had envisioned that an additional record of Jewish moneylending activities was to be produced. This was to be in the form of a roll which was to be maintained at each *archa* by an additional clerk.[65] Although there is only limited evidence that such a roll was ever produced at any centre, the best example that has survived comes in the form of the so-called Norwich Day-Book.[66] These remarkable documents, formed of four rolls which were produced between 1225 and 1227, detail the debts deposited into the Norwich *archa*, as well as payments which were made on debts. No comparable rolls survive for

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[60] *CPR 1258–1266*, p. 628.

[61] Ibid, p. 459.

[62] Robin R. Mundill, *The King's Jews: Money, Massacre and Exodus in Medieval England* (London, 2010), p. 89.

[63] See, for example, *CPR 1258–1266*, pp. 470, 547, 581, 586.

[64] See, for example, ibid, pp. 505, 507, 510, 511, 521, 522, 525, 534, 552, 553.

[65] *Chronica*, p. 266.

[66] WAM 6686, 6687, 6693, 9012.

any other *archa*, but some early rolls do survive which might well have been an attempt to, at the very least, record the debts which had been deposited in the *archae* at Cambridge (1229–30) and Colchester (1220–28).[67] Even if that requirement was generally adhered to, the rolls have not survived, and it is unlikely that it would have been necessary to do so after 1239–40 at the latest. From that date onwards it became common for scrutinies to be conducted, presumably removing the necessity for the *archae* staff to maintain a roll.[68] In terms of understanding acknowledgements, it is useful to view the scrutiny process as something which maintained and reinforced the integrity of the *archae* system. In effect, they provided a system of oversight which ensured that the *archa* officers maintained the standards of their office. Equally, the issuing of regular orders for scrutinies made it easier to detect, and prosecute, any duplicity that might be attempted by the parties to the debt or, indeed, the chirographers and clerks. If the validity of a debt was challenged then the scrutiny of the *archa*, which had been completed after the acknowledgement was deposited in the chest, could simply be consulted and the corresponding entry located.

The ability to cross-reference the details of a transaction with a scrutiny roll was especially useful in the event of an allegation of forgery. By the very nature of the *archae* system, such instances must have been most unusual. That is not in the least because of the number of people who would have needed to be involved in order to execute duplicity. Any attempt to forge a chirograph recording a Jewish moneylending transaction would have required not only the alleged creditor to be complicit in the act, but would also have involved the clerk who produced the document and the Christian and Jewish chirographers – whether knowingly or not. In increasing the ease with which such discrepancies were detected, the Crown also made it considerably easier to prosecute the culprits. That was especially important because the forgery of an acknowledgement was not just a significant violation of 'the Law and Custom of the Jewry' but also of English law more generally. In the twelfth century, the legal commentary Glanvill had differentiated between the forgery of royal and private charters. For him, 'the person convicted of making a false royal charter was guilty of lèse-majesté, whereas the falsifier of a private charter faced the lesser penalty of mutilation, subject to royal clemency'.[69] By the following century, there had been a perceptible shift in attitudes, with both Bracton and *Fleta* treating

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[67] TNA E 101/619/54; WAM 9007.

[68] On scrutinies see Dean A. Irwin, 'From chirograph to roll: the records of thirteenth-century Anglo-Jewish moneylending activities' in Ionuţ Epurescu-Pascovici (ed.), *Accounts and Accountability in Late Medieval Europe* (Turnhout, 2020), pp. 264–5.

[69] Alfred Hiatt, *The Making of Medieval Forgeries: False Documents in Fifteenth-Century England* (London, 2004), p. 26.

the forgery of private documents or, more precisely the lords' seal, as treason.[70] It is important to note, in this respect, that acknowledgements occupy an ambiguous position, given that their production was regulated by the Crown but they are private charters in the sense that they record the particulars of an agreement between the parties. The seriousness with which cases of forged chirographs were treated serves to explain why, in those rare instances where such cases appear in the legal sources, particularly vociferous defences were advanced by the accused.[71]

This can be seen in the case of a chirograph which was produced at the Exeter *archa* on 7 August 1271, recording that Robert Fichet had borrowed £80 from Solomon son of Solomon.[72] Unfortunately for Adam, the *archa* clerk who had produced the acknowledgement, Robert's heir, Hugh, disputed the debt in October 1274 by claiming that his father could not have borrowed the money because he was already dead when the acknowledgement was produced.[73] Matters became further complicated for Adam when the most recent scrutiny roll was consulted and no trace of the debt could be found. Fortunately for him, the case was put to a jury which determined that the acknowledgement was genuine. In particular, it was established that the debtor had been alive when the transaction occurred because he had also been drinking with one of the jurors on the date in question.[74] As a result, it was found that it was the scrutiny roll, rather than Adam, which had erred. At about the same time, in 1274, another allegation of chirograph forgery was made. This time, the case involved a debt of £42 in the name of Philip de Cotes which was deposited in the Bristol *archa*.[75] In an attempt to evade repayment, Philip advanced the interesting defence that he could not have borrowed the money on the date in question because he had been imprisoned at Burbage (Wiltshire). Tellingly, when the case was put to a jury, Philip withdrew his suit before a judgement could be reached and, as such, was placed in mercy.[76] There is also some limited evidence that Jews might have sought to evade the consequences which would have accompanied an unfavourable verdict in cases concerned with alleged forged chirographs. In February 1250, for example, Aaron of York was granted 'remission […] of the penalty and execution of judgement […] if judgement is given against him for

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[70] Ibid, p. 27.

[71] See, for example, *Select Pleas*, pp. 4–5, 128–9.

[72] *CPREJ II*, pp. 193–4.

[73] Ibid, p. 193.

[74] Ibid, p. 194.

[75] Ibid, p. 198.

[76] Ibid.

falsification of a charter'.[77] As one of the most important Jews in England at this point, Aaron had both the cash and royal connections to evade the implications of being found guilty, irrespective of whether he had actually committed the offence. Such an avenue would probably not have been open to lesser members of the community, as can be seen in the case of Hugh le Brun and Josce son of Abraham in 1244, neither of whom was able to buy their way out of trouble. This discussion has been particularly important because it demonstrates that it was insufficient for the creditor to prove a debt by producing the acknowledgement which recorded the transaction. Rather, they also had to be able to demonstrate that any debt had not only been recorded but, crucially, that this was done in compliance with the administrative structures associated with the *archae* system.

1.4 The Cost of Doing Business

As with most aspects of thirteenth-century bureaucracy, there was a price associated with conducting Jewish moneylending transactions or, more precisely, producing acknowledgements. Introduced as part of the 1194 Articles, it was envisioned that 'three pence shall be paid for each charter', with half (1½*d*) being paid by the creditor and half by the debtor.[78] That sum was to be divided amongst the *archa* clerks, who would receive 2*d*, and the keeper of the roll, who was to receive 1*d*.[79] In effect, this meant that before any transaction occurred the parties to the debt would incur a cost, although presumably this could be factored into the terms of repayment. Given that there is only limited evidence that such rolls were maintained, it is unclear whether the full sum continued to be charged across the thirteenth century.[80] In any event, it must be noted that the sum would not have been especially onerous, or prohibitive, for the parties to a debt. To take a comparable example of documents which were widely used in thirteenth-century England, *de cursu* writs, which were required in order to initiate legal proceedings, could be obtained from the Crown for 6*d*.[81] Moreover, the cost of producing an acknowledgement is comparable to what might be charged by clerks for the writing, or endorsement, of deeds in the civic context.[82] It is also worth noting that during the early

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[77] *CPR 1247–1258*, p. 60.

[78] *Chronica*, p. 266.

[79] Ibid.

[80] Irwin, 'From Chirograph to Roll', p. 264.

[81] David Carpenter, 'Between Magna Carta and the Parliamentary State: The Fine Rolls of Henry III, 1216–72' in David Crook and Louise J. Wilkinson (eds.), *The Growth of Royal Government under Henry III* (Woodbridge, 2015), p. 12.

[82] Elizabeth Rutledge, 'Lawyers and Administrators: The Clerks of Late-Thirteenth-Century Norwich' in Christopher Harper-Bill (ed.), *Medieval East Anglia* (Woodbridge, 2005), p. 95.

thirteenth century, the daily rate of pay for an Exchequer clerk was around 5*d*.[83] Consequently, it seems clear that the costs incurred by recording a transaction were in line with the production costs of similar documents of the period. Having said that, these administrative costs would have generated a sizeable amount of income for the *archa* clerks. Depending upon whether 2*d* or 3*d* was levied from the parties, the surviving acknowledgements would have generated between £2 18*s* and £4 7*s*. Moreover, if all c. 2,150 transactions which are listed on the scrutiny rolls and relevant sections of the 1262 receipt roll are also included, then that figure rises to between £17 18*s* 4*d* and £26 17*s* 6*d*.[84] Two important points must be stressed in relation to these figures. First, they relate only to those transactions which have survived. Consequently, it seems probable that over the course of the thirteenth century Jewish moneylending activities generated hundreds of pounds in administrative costs for *archa* clerks. Second, as will be argued in Chapter Two, the *archa* clerks could also serve as town clerks. As a result, the money which individual clerks gained from working at the *archa* might be regarded as supplementary. This would certainly explain why Roger of Molton, at Exeter, and Thomas Man, at Canterbury, chose to prioritise their work for the civic community as opposed to devoting more of their time to the service of the *archa*. Unfortunately, the fragmentary nature of civic records for the thirteenth century makes it difficult to assess how much such men were paid by the civic authorities. For early fourteenth-century Exeter, Kitrina Bevan found evidence that the receiver's clerk was paid 10*s* per annum.[85] Similarly, Elizabeth Rutledge has shown that in the 1290s at Norwich Thomas of Framlingham was paid 13*s* 4*d* annually.[86] Both authors note that clerks could also supplement their income by writing documents in other contexts.[87] Additionally, they might have been in a position to generate additional revenue by offering legal advice. That is particularly important from the perspective of Jewish moneylending activities in the event that relations between the parties deteriorated to such an extent that one or both of the parties decided to pursue repayment through the courts. In such circumstances, there were financial, as well as legal, implications of pursuing debts through the court. In terms of cost, Robert C. Stacey has argued that the cost of securing the support of local officers, in the form of either the sheriff or bailiffs, could be around 2*s*, a figure which he

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[83] M. T. Clanchy, *From Memory to Written Record: England 1066–1307* (London, 2013), p. 123.

[84] It is difficult to be more precise in the number of transactions which are included from the extraneous sources because of damage which the Lincoln scrutiny roll from 1240 (TNA E 101/249/4) has suffered.

[85] Kitrina Bevan, 'Clerks and Scriveners: Legal Literacy and Access to Justice in Lat Medieval England' (Exeter, unpublished PhD diss., 2013), p. 114.

[86] Rutledge, 'Lawyers and Administrators', p. 88.

[87] Bevan, 'Clerks and Scriveners', pp. 121–4; Rutledge, 'Lawyers and Administrators', pp. 86–8, 91.

suggests would have risen considerably if the case escalated to the Exchequer of the Jews.[88] More practically, a particular issue for the inexperienced litigant would have been navigating the intricacies of the royal court system, whether that be obtaining the correct writ to enforce proceedings or pursing the case at Westminster.[89] In such instances, the legal expertise of the *archa* clerks must have proven invaluable for those who sought to pursue a case.[90] In addition to providing yet another revenue stream for individual clerks, this is also an important point from a historiographical perspective as well. That is not in the least because it would suggest that the influence of the Exchequer of the Jews was not unidirectional. Rather, just as Westminster impacted upon civic communities through regulation and oversight, so the towns, via the *archae* system, impacted upon the way in which the courts were accessed and engaged with. It seems clear that serving as an *archa* clerk had the potential to open up a range of revenue generating possibilities for clerks who operated in the civic environment. Moreover, this discussion serves to provide an explanation as to why individuals might want to serve as an *archa* clerk: money. That would also suggest that the office of clerk, unlike that of Christian chirographer, was not used as a springboard to higher civic office.[91]

Whether a fee was also charged for admitting an acknowledgement into the *archa* is unclear, but it seems unlikely. The only evidence which has survived in relation to this comes from an order issued by the Crown to the Nottingham chirographers in c.1244, which stated that no fee should be charged to replace acknowledgements into the chest.[92] Presumably this would have applied in the event that acknowledgements had been removed from the *archa* by a royal order and subsequently returned. It is worth noting that, in instances where it became necessary to amend the acknowledgement, the parties would presumably have been charged for drawing up a new acknowledgement. That would have been the case if, as occurred in 1253, a new chirograph needed to be produced in order to reflect the outstanding, rather than original, principal.[93] From the perspective of the debtor this was a cost worth bearing given that, in the event of a legal dispute, the

[88] Robert C. Stacey, 'Jewish lending and the medieval English economy' in Richard H. Britnell and Bruce M. S. Campbell (eds.), *A commercialising economy: England 1086 to c. 1300* (Manchester, 1995), p. 97.

[89] Ibid.

[90] On the legal assistance that clerks could provide see Bevan, 'Clerks and Scriveners', pp. 52–5.

[91] R. B. Dobson, 'The Decline and Expulsion of the Medieval Jews of York', *Transactions of the Jewish Historical Society of England*, 26 (1974–8), p. 37.

[92] WAM 9077*. Unfortunately, due to Covid restrictions, I have been unable to access the original manuscript in order to check whether the Latin refers exclusively to debts being returned to the chest as opposed to those being admitted into for the first time.

[93] For example, *Select Pleas*, pp. 15–16.

debt would be enforced according to the terms detailed in the acknowledgement. An additional cost involved in Jewish moneylending transactions was the price of removing acknowledgements from the *archae*. Although this fee was not mentioned in the Articles of the Jewry, its existence can be established from other sources. In 1268, for example, Henry Morin appeared before the Justices of the Jews claiming that the chirographers had not removed the debt from the Stamford *archa* even after he had paid them the required 4*d*.[94] Similarly, in 1273 it was alleged that the Winchester chirographers had refused to accept the expected 4*d* to remove an acknowledgement, recording a debt of £5 10*s* which had been owed by Walter Oysun to Diaie l'Eveske.[95] The charter sources from the Norwich *archa* are also illustrative of this point. One of those again references that 4*d* was the fee which would be expected for the removal of an acknowledgement from the *archa*,[96] while two more illustrate that this payment was to be divided equally between the four chirographers.[97] Assuming that this sum was set at 4*d* throughout the thirteenth century, this would mean that there was general parity in the rate of pay for all of the administrative staff who were appointed to each *archa*. That the Jewish chirographers were not to receive a lesser sum than their Christian counterparts can be seen from two Norwich orders which were issued in order to ensure that this was, indeed, the case.[98]

The 4*d* which could charged by the chirographers for the removal of a document from the *archa* had the potential to be most lucrative. If, as seems likely, this fee was imposed across the thirteenth century, then it means that the surviving acknowledgements had the potential to generate £5 16*s* in administrative costs, rising to £35 16*s* 8*d* if the additional enrolled transactions are included. In the context of the surviving acknowledgements those sums probably only ever remained theoretical. As has been seen, most of the documents considered here were either left in the *archae* in 1290 or were removed from the chests by the Crown. In either eventuality, payment would presumably not have been forthcoming for the removal of the documents. The only records which might have generated any income for the chirographers are the three documents which were probably removed from the chests by the creditors.[99] These would only have produced the paltry sum of 12*d*, however. Inherently, many transactions would have been successfully concluded and removed from

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[94] *CPREJ I*, p. 168.

[95] *CPREJ II*, p. 1.

[96] WAM 9066.

[97] WAN 6976; 9067.

[98] Ibid.

[99] Cambridge University Library Doc. 3781, 3784; Durham University Library 1.1.Ebor.15d.

the chests meaning that they would not have left a trace in any of the sources considered here. Those transactions would, in all likelihood, have generated a significant, if indeterminate, amount of revenue for the chirographers of individual *archae*.

Unlike the production fee, which was compulsory, it seems probable that this fee for removing documents was elective. There never seems to have been an expectation that acknowledgements would be removed from the *archae* at the conclusion of a transaction. Indeed, such rich sources only survive in the WAM collection because those documents remained in the chests at the time of the Expulsion, although it is not now possible to say which were paid off. This serves to explain why the Westminster Abbey acknowledgements stretch back to c.1221.[100] It would seem probable, therefore, that the decision whether or not to pay to remove an acknowledgement from the *archa* was left to the parties to the debt. Nor was it a necessary step in the course of a transaction. As will be explored below, providing that the debtor obtained additional protections at the end of a transaction, there was no harm in leaving the record in the chest and, thereby, avoiding the administrative cost of removal. That old debts remained in the *archae* after they were discharged can be seen from the processes associated with enforcing tallage payments. At that point, the Crown could issue orders for all of the debts in the name of a specific creditor to be removed from an *archa* and transported to London.[101] It was only after that process had been completed that it would become necessary for royal officials to attempt to establish which debts were still outstanding or, more likely, establish which debtors could prove that they no longer owed the money.[102] A full examination of the administrative costs generated by the conduct of Jewish moneylending activities is included in Chapter Four of this thesis.[103] Here it is necessary only to say that, over the course of this period, those costs could represent significant revenue streams for those involved in the administration of the *archae*. That is not in the least because, at the outset of any new transaction, the administrative costs involved had the potential to yield 7*d*, of which 3*d* would be a fixed cost. This is before any additional costs are considered. Clearly Jewish moneylending activities had the potential to be a lucrative business not just for creditors but also, crucially, for the *archae* staff.

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[100] WAM 9049. See also Chapter Four Below.

[101] See, for example, TNA E 101/249/19.

[102] Robert C. Stacey, 'Royal Taxation and the Social Structure of Medieval Anglo-Jewry: The Tallages of 1239–42', *Hebrew Union College Annual*, 56 (1985), p. 188.

[103] See Section 4.2 below.

1.5 A Double Standard?

So far, this examination of the legal sources has emphasised the requirements which were imposed upon creditors. It must be noted that these requirements did not unfairly favour the rights of Christian debtors to the detriment of those of the Jewish creditor. If anything, the reverse was true. Once the creditor had proved the validity of their claim to repayment, the authority of the acknowledgement would ordinarily prevail.[104] From that point onwards, the onus was very much on the debtor to make the case as to why they should not be required to adhere to the terms of the transaction as they were specified in the acknowledgement. Once the validity of an acknowledgement was established it was remarkably difficult for debtors to mount a defence against them. As has already be seen in this chapter, the most obvious way that a debtor could challenge the authority of an acknowledgement was by successfully demonstrating that its production had involved an administrative error.[105] A major issue that debtors faced in seeking to challenge an acknowledgement relates to their contents. As will be seen in Chapter Three of this thesis, these were not long, convoluted, documents which left considerable room for interpretation when it came to enforcement. Instead, they might be described as the embodiment of brevity, with transactions usually summarised in less than 120 words of which around seventy percent was formulaic material necessary for the enforcement of a debt.[106] Their formulaic nature was a double-edged sword for debtors. On the one hand it prevented the creditor from manipulating the contents to their advantage. Conversely, the construction of the text left remarkably little room for manoeuvre in any dispute about repayment.

Given the problems inherent to challenging the parchment and its contents, the only other aspect of an acknowledgement which could be challenged by a debtor was the seal which was affixed to the bottom of the document. Having said that, the debtor had to explain how their seal had come to be attached to the document, if not by their hand, so this was also a risky legal strategy. Although the emphasis of this thesis is on parchment and, by extension, the written word, arguably the most important element of an acknowledgement was the seal which served both to confirm the text and give the document validity.[107] This may explain why, in some instances, the Plea Rolls of the Exchequer

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[104] The only exception to this comes from a case in Exeter where the entry for the debt on the scrutiny

[105] See Section 1.3 above.

[106] Ibid.

[107] On the importance of seals see Paul Brand, 'Aspects of the Law of Debt, 1189–1307' in P. R. Schofield and N. J. Mayhew (eds.), *Credit and Debt in Medieval England c.1180–c.1350* (Oxford, 2002), pp. 20–1; Thomas Roche, 'Making agreements, with or without Jews, in Medieval England and Normandy' in Sarah Rees Jones and Sethina Watson (eds.), *Christians and Jews in Angevin England: The York Massacre of 1190, Narratives and Contexts* (Woodbridge, 2013), pp. 164–6.

of the Jews cite that the 'wax' (*cera*), rather than the chirograph, was deposited in the *archa*.[108] Certainly, seals and sealing had been an integral part of acknowledgement production from 1194 onwards. Even before that, the bonds of Aaron of Lincoln, for example, were produced as sealed documents.[109] The Articles of the Jewry had codified the practice, specifically requiring the sealed section be retained by the creditor.[110] Although a legal case from 1219 specifies that it was the foot (*pes*) of the chirograph which was deposited in the chest, this is surely an error.[111] Rather, the foot would have been held by the creditor while the head of the chirograph would have been deposited in the *archa*. These regulations, as they related to sealing, were largely maintained in the Statute of the Jewry (1233) and might explain why the precise terms of the legislation were disregarded.[112] After all, while the new regulations required that the foot (*pes*) of the chirograph be deposited into the *archa*, it would have been easiest just to seal this section of the document. From the surviving acknowledgements, it can be seen that it was, in fact, the middle section of chirographs produced in this period which was entered into the chests. If this decision was made to accommodate the sealing process then it serves to explain why, six years later, the Crown removed that impediment. Henceforward, it was the sealed foot of the chirograph which was entered into the *archa*. The significance of the change should not be understated. In instituting this change, Henry III was making a very important, and symbolic, change to the system of Jewish moneylending. No longer would the authority of the transaction be permitted to remain with the creditor. Instead, the seal would be kept in an *archa* and, by extension, the authority of the acknowledgement would be kept by the Crown.

The significance of the seal in the wider context of acknowledgement made it an obvious target in legal disputes because if the wax was discounted the parchment would be rendered worthless. In 1219, for example, a debt of £1 10*s* (50*s*) which had been owed by William de Spineto to Samuel son of Aaron of Colchester was disputed.[113] Following his father's death Sewal, William's heir, claimed that the acknowledgement was invalidated by the fact that the seal did not resemble an exemplar of William's seal.[114] The result of this case does not survive but Samuel's response is

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[108] See, for example, *CPREJ I*, pp. 17, 25, 77.

[109] See, for example, TNA DL 27/267.

[110] *Chronica*, p. 266.

[111] *CPREJ I*, p. 17; TNA E 9/1 m. 4d.

[112] Richardson, *English Jewry*, p. 294; Irwin, 'The materiality of debt', p. 63.

[113] *CPREJ I*, p. 6–7.

[114] Ibid, p. 7.

informative given that he argued that it was, indeed, William's seal with the inconsistency being explained by the fact that it was 'usual for knights to have two seals'.[115] The work of P. D. A. Harvey shows that this was a plausible argument given that it was not unknown for the elite to possess more than one seal.[116] It is equally important to note here that the Christian debtor was expected to meet the same burden of proof as had been expected of the Jewish creditor in proving a debt. In that respect, there was no double standard which might favour the Christian party in a legal dispute. This point is reinforced by another case which was heard at the Exchequer of the Jews, this time in 1268, where the validity of a seal was questioned.[117] The case concerns a debt which had been purchased from the original creditor by the Lord Edward. In an attempt to prove that he was not liable for repayment the debtor – the Prior of Guisborough (Gisburn) – deployed several challenges against the seal.[118] In the absence of any actual evidence to support his claims an agreement was reached to repay the sum.[119] It seems clear, therefore, that although the seal was the most vulnerable part of an acknowledgement, challenging it was by no means easy. This, in turn, serves to explain why, when debtors did opt to launch a legal dispute, they rarely charged the document itself. Instead, they might more realistically target the basic premise upon which a transaction was conducted. This serves to demonstrate the success of acknowledgement production given that even the most determined debtors were usually unable to stage a concerted attack on acknowledgements themselves.

1.6 Cancelling Debt

When all of the legal records are taken together, there appears only ever to have been one truly effective defence against repayment. That is by producing a document which superseded the authority of the acknowledgement. From the Plea Rolls of the Exchequer of the Jews it can be established that there were only two kinds of instrument which would have cancelled any claim that the creditor had to repayment. The first such document was a quitclaim, or *starr*, which had been issued by the creditor. Written in either Hebrew or Latin (or some combination of the two), such a document would be issued by the creditor at the end of a transaction to nullify the acknowledgement

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[115] Ibid.

[116] P. D. A. Harvey, 'Personal seals in thirteenth-century England', in Ian Wood and G. A. Loud (eds.), *Church and Chronicle in the Middle Ages* (London, 1991), pp. 124–5.

[117] *Select Pleas*, pp. 39–40.

[118] A description of the thirteenth-century seal is given in the relevant volume of the Victoria County History: *The Victoria History of the Counties of England: Yorkshire*, ed. William Page, 3 vols. (London, 1913), iii, p. 213.

[119] *Select Pleas*, p. 40.

by stating that neither they, nor their heirs, had any future claim to repayment of that debt.[120] Just one example of how effective a quitclaim was comes from a case heard by the Justices of the Jews in Easter term 1253.[121] The proceedings were concerned with a debt of £340 which had been borrowed from Aaron son of Abraham by Philip Columbers.[122] They appeared in the court in order to confirm the purchase of the debt by Philip's son (of the same name) for £130.[123] Following an initial payment of £66 13*s* 4*d* (100 marks), Aaron was ordered to issue a quitclaim on the original debt, while the elder Philip was to go to the London *archa* to have a new chirograph produced, reflecting the revised agreement.[124] This is particularly important because it shows that one acknowledgement could not supersede another. Instead, the original document had to be nullified through the issuing of a *starr* before a new chirograph was produced to reflect the updated terms. It would, presumably, have become more important for the debtor to obtain such protections as the thirteenth century went on, given the increasing likelihood that the debt would be taken into the hands of the Crown. Unlike the original creditors, the royal officials who went about enforcing an acknowledgement which had been taken into royal hands would have no way of knowing any subsequent developments in the transaction. If the Crown did seek repayment then the debtor need only produce the *starr* and that would be the end of the matter. It is worth noting one important gender difference in relation to the issuing of *starrs*. If the creditor was male then the expectation was that he should write the document, providing they had the capacity to do so, in the presence of (Jewish) witnesses.[125] Conversely, if the money had been borrowed from a female creditor, then the *starr* would be issued by her male brethren or, presumably, business partners.[126] This presents an important point in terms of the wider context of Anglo-Jewish charters and writs. That is, documents which were produced by the *archa* clerks, such as acknowledgements, would be conducted by the woman herself, whereas documents generated within the community (like *starrs*) would be given by an intermediary.

The one notable exception to the rule that a *starr* irrevocably cancelled a debt comes from the months immediately following the battle of Evesham. As has already been seen, during the fifteen

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[120] On *starrs* see Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, i, pp. 137–40.

[121] *Select Pleas*, pp. 15–6.

[122] Ibid, p. 15.

[123] Ibid, p. 16.

[124] Ibid.

[125] *CPREJ I*, p. 18.

[126] Ibid; *Select Pleas*, pp. 48–50. On the inability of Jewish women to sign documents see Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, i, p. 140.

months that they were in power, de Montfort and his councillors cancelled a number of debts owed to Jews. In an attempt to further reinforce the validity of these pardons, there is some evidence that de Montfort also issued quitclaims for the debts.[127] Like the orders themselves, these quitclaims were quickly repudiated following the restoration of the Henrician government so that even if a debtor did produce the quittance, it would have no effect on the validity of the acknowledgement. This example also serves to highlight the second type of document which had the capacity to supersede the authority of an acknowledgement: a royal order. Where *starrs* irrevocably cancelled the validity of a debt, royal orders could be much more targeted. Of course, they could unilaterally cancel a debt but, equally, they could manipulate the terms of the debt, by extending the duration of the transaction or halting the accumulation of interest, for example. That these were the only two instruments which could effectively counter an acknowledgement says a great deal about the integrity of an acknowledgement.

1.7 Land

Contemporary commentators and modern historians alike have focused particularly upon the implications for a debtor if they were unable to fulfil their obligations to creditors.[128] As will be seen in Chapter Three of this thesis, acknowledgements were secured upon the debtor's lands, goods and chattels. As such, it is a topic which features prominently in the Plea Rolls of the Exchequer of the Jews. In that sense, concerns about the impact of Jewish moneylending activities on the lands of indebted Christians would appear to be legitimate. Having said that, it is important to note that this was an aspect of transactions for which specific provision was made in 'the Law and Custom of the Jewry'. The surviving legal sources show that a creditor could simply take control of the lands upon which a debt had been secured, even in the event that a debtor defaulted upon their obligations. This can most clearly be seen in a case from Easter Term 1270, involving a debt which had been sold by the original creditor (Master Elias son of Master Moses) to Alan and Helen de la Zouche.[129] The proceedings were further complicated because David Ashby, the debtor who had borrowed the money, had died so the debt was transmitted to his granddaughter, Isabella, who as a minor was held in ward by John de Warenne, earl of Sussex. It was the earl who launched the legal case following the acquisition, on the part of the de la Zouches, of a writ of seisin directly from the Crown. This had

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[127] That this was done see *CPR 1258–1266*, p. 628.

[128] Discussions have, in particular, centred on the final fifteen years of the Anglo-Jewish community. On this see, for example, Robin R. Mundill, 'Clandestine Crypto-Camouflaged Usurer or Legal Merchant? Edwardian Jewry, 1275–90', *Jewish Culture and History*, 3 (2000), pp. 73–97.

[129] *Select Pleas*, p. 62.

permitted them to take control of part of David's lands in Ashby (Lincolnshire) upon which the debt had been secured. Crucially, for the purposes of this discussion, Earl Warenne contested that 'according to Assize and Custom of Our Jewry no Christian ought to be distrained for any debt of Jewry […] until it has been argued in our Court before our said Justices'.[130] That is to say, in order to take control of a debtor's lands via a Jewish debt, that case would first need to be heard by the Justices of the Jews. The implication here is that it was only in the event that they found against the debtor that a writ of seisin would be granted. This is a particularly important point to understand in the context of acknowledgements because fundamentally, as has already been noted, repayment of debts was guaranteed upon the basis of the debtors lands.[131] This case demonstrates that the legal reality was more nuanced than the text of acknowledgements would suggest. This is not to say that creditors could take possession of the lands which had been given as security for the debt without first observing the appropriate legal process to do so. Failure to adhere to that system on the part of the creditor, or more commonly their Christian agent, could provide the debtor with sufficient grounds to bring a case of trespass against the Jew.[132] If the court found against the Jew in such a case then they could conceivably lose any chance that they might have had of recovering the debt.

The case of Thomas of Charlecote (Easter term 1253), which will be revisited twice more in this chapter, serves to illustrate another way in which Jews' possession of debtors' lands was regulated by the Crown.[133] In his case, a writ of seisin was once again at issue. This time, it had been granted to the Jewish creditor, Licoricia of Winchester, to aid her in collection of several debts.[134] Although she had initially claimed that she was only seeking to recover a debt of £20, the ensuing court case revealed that she had, in reality, profited to the tune of at least £126 over a five-year period.[135] Although this seems like a particularly large sum, it is worth noting that it is consistent with the debt which, with interest, was worth £400 of which £91 14*s* 2*d* remained to be paid.[136] Unfortunately for Licoricia, the case involved several debts but, Thomas argued, the writ had been granted specifically

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[130] Ibid.

[131] On this see Chapter Three.

[132] See, for example, *Select Pleas*, pp. 19–27, 83–4; *CPREJ I*, pp. 160–1; *CPREJ II*, p. 6.

[133] *Select Pleas*, pp. 19–27.

[134] *Select Pleas*, pp. 22–3. The writ itself is preserved in *CPR 1247–1258*, p. 58.

[135] *Select Pleas*, p. 26.

[136] Ibid.

to recover £60.[137] Consequently, she (or, rather, her agent: Master Simon, archdeacon of the East Riding) had been granted control of Thomas's lands only for so long as was necessary for her to recoup the outstanding balance, which happened to be £20.[138] This is a particularly important feature of Jewish moneylending transactions. Had the debt been purchased by a Christian then, in the event of default, they might have been able to take control of the debtor's lands.[139] As can be seen from the Charlecote case, that was not the case in relation to a Jewish creditor, who could only take possession of the lands for the purposes of recovering the principal involved in the debt. Nor, it must be noted, was a Jewish creditor given unfettered access to specific lands. As will be discussed below, this case suggests that they were not permitted to claim payment of any 'interest' which had accumulated upon the debt (contrary to the terms which were expressed in the text of acknowledgements).[140]

Equally, creditors could not actively, or deliberately, devalue the lands which they took temporary possession of.[141] Apparently it was 'against the Custom of Jewry' to 'damage the wood, or pull down the house, or do any other waste'.[142] That debtors' lands might be systematically stripped of their assets can be seen in a case in the Plea Rolls of the Exchequer of the Jews for 30 August 1273. Hugh of Kingsham (Kyngesham) appeared before the Justices in relation to a debt, of £4, which he had originally owed to Master Elias but was subsequently sold to Bishop Godfrey of Worcester.[143] In the case, Hugh claimed that John de Solar, who had been granted seisin of the lands by Bishop Godfrey, had felled 1,500 trees, as well as the trees in ten orchards, to the value of £10.[144] The requirement that the debtors' lands remain intact would appear to draw from the same tradition as the laws which regulated the rights of guardians over the lands of their wards.[145] In much the same way, guardians were (in legal theory at least) prohibited from alienating or destroying the lands and chattels of their

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[137] *Select Pleas*, p. 21.

[138] *CPR, 1247–1258*, p. 58; *Select Pleas*, p. 21.

[139] For the activities of on such participant in this market (Walter of Merton) see *The Early Rolls of Merton College Oxford*, ed. J. R. L. Highfield (Oxford, 1964), pp. 34–6.

[140] See Chapter Three for a fuller discussion.

[141] For cases which raise that issue see, for example, *Select Pleas*, pp. 43–5, 80–1; *CPREJ I*, 178, 275, 302, *CPREJ II*, pp. 31–2; *CPREJ IV*, pp. 2–3.

[142] *Select Pleas*, p. 43.

[143] *PREJ II*, p. 31.

[144] Ibid.

[145] For a fuller discussion of this topic see Noël James Menuge, *Medieval English Wardship in Romance and Law* (Woodbridge, 2001), pp. 53–8.

wards.[146] By extension, this meant that when it became time to return them to their original owner, the lands should have been in good condition.

A related issue which has received much attention in the scholarship is the market in debts owed to Jews.[147] That is, a Christian would purchase debts from Jewish creditors, presumably at reduced rates, so as to be able to seize control of the debtor's lands if they were unable to fulfil their obligations.[148] Arguably the most famous participant of this market for debts in thirteenth-century England was Eleanor of Castile (d. 1290), Edward I's first queen who was an astute businesswoman who took advantage of the trade in Jewish debts.[149] While Eleanor is the most visible figure who participated in this market, she was far from alone.[150] Most obviously, other members of the royal family also purchased debts, as did members of the royal government.[151] Two of Edward I's most high-profile ministers, Burnell (chancellor from 1274 until his death in 1292) and Walter Langton (treasurer from 1295 until shortly after the death of Edward I in 1307) also profited from the market in Jewish debts.[152] For the purposes of this study, it is also worth noting another royal official, who was of slightly lesser rank: Adam de Stratton.[153] An officer at the main Exchequer, he had a sizeable financial portfolio, not in the least because of his purchase of Jewish debts, as well as his own lending activities.[154] He is a particularly significant character in the context of this thesis because some of his bonds have survived. These will be analysed in Chapter Three in order to situate acknowledgements in the wider context of thirteenth-century English bonds, as opposed to exploring them exclusively in the Jewish context.

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[146] Ibid.

[147] See, for example, Robin R. Mundill, *England's Jewish Solution: Experiment and Expulsion, 1262–1290* (Cambridge, 1998), pp. 36–41.

[148] Ibid.

[149] Ibid, pp.62–3.

[150] That had been the case from at least the second half of the twelfth century when leading Jews like Aaron of Lincoln had been involved in the market for buying and selling debts. See, Robert C. Stacey, 'Lincoln, Aaron of', *Oxford Dictionary of National Biography* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/37090 accessed on 24 Feb. 18.

[151] Richardson, *English Jewry*, pp. 71–3.

[152] Richard Huscroft, 'A Tale of Two Ministers: Robert Burnell, Walter Langton and the Government of Edward I' in Andy King and Andrew M. Spencer (eds.), *Edward I: New Interpretations* (Woodbridge, 2020), p. 31.

[153] Stacey, 'Stratton, Adam de', *Oxford Dictionary of National Biography* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/26652 accessed on 7 April 2020.

[154] Ibid.

Clearly, the implications for debtors varies quite considerably depending on whether repayment was owed to a Jew or a Christian. At worst, a Jew (or their agent) could take temporary custody of the debtor's lands so as to recover their investment in the debt. A Christian, in contrast, could feasibly seek unfettered access to the same lands resulting in the permanent transfer of ownership. Inevitably, the implications of this were the most severe for those of the knightly class and it was probably at the insistence of debtors of this rank that the Crown took steps in 1269 to limit the market in Jewish debts.[155] In that year the Provisions of the Jewry, introduced with 'council of the Lord Edward' and other nobles, imposed restrictions on the market in Jewish debts by requiring that a licence be obtained from the Crown before the sale.[156] The effectiveness of this provision is questionable given that, as was seen above, some of the most active participants in the trade were perfectly placed to obtain such a licence.[157] Even so, the fact that this detail was included at all suggests that it was a response to an active concern on the part of debtors. Additionally, this legislation sought, for the first time, to place limits upon the types of transactions which Jews could engage in. Specifically, it banned them from engaging in transactions involving fee-rents.[158] These could take two forms. Either, they could require an annual payment for a proscribed number of years or, as emerged from the 1250s onwards, they could be perpetual rents.[159] Similarly, regulations introduced in 1271 sought to limit the sale, and ownership, of houses by Jews, further limiting the impact of Jewish moneylending activities particularly, one assumes, in the urban context.[160]

Within the context of this study, two features about the sale of debts to Christians must be noted. The first is that just because a debt was sold by a Jew to a Christian, it does not automatically follow that the debt itself was removed from the jurisdiction of 'the Law and Custom of the Jewry'. Indeed, it seems that as long as one section of the chirograph remained in the *archa* then the debt could still be administered as if it were held by a Jew. It comes as little surprise, therefore, that the Christian purchaser might seek additional protections in the event of a legal dispute. In particular, provision could be made requiring that the original Jewish creditor would appear in court to defend

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[155] For the background to this see Robert C. Stacey, 'Parliamentary Negotiation and the Expulsion of the Jews from England', *Thirteenth Century England*, 6 (1997), p. 95.

[156] *Select Pleas*, pp. l–li.

[157] See, for example, *CPR 1266–1272*, pp. 359–60, 394, 425, 450, 494, 511, 527, 532, 534, 536.

[158] *Select Pleas*, pp. l–li.

[159] Robert C. Stacey, '1240–60: a Watershed in Anglo-Jewish Relations', *Historical Research*, 61 (1988), 144–5.

[160] *Select Pleas*, pp. l–lv.

the case.[161] Second, as was highlighted above, one of the few things that could supersede the authority of an acknowledgement was a *starr*. Consequently, if a quitclaim was produced by the debtor, irrespective of whether it was dated before or after the sale of the debt, then this would cancel the debt irrespective of who claimed repayment. This, in turn, meant that the unscrupulous Jewish creditor would be paid twice, while the Christian to whom the debt had been sold would have no claim to recompense. Consequently, in some instances those who purchased debts would require specific assurances that no *starr* had been, nor would be, granted by the original creditor, usually in the form of their oath.[162] If a *starr* was later produced, then the new owner of the debt would be able to pursue the Jew for reimbursement of their investment, while the debtor was clear of any obligations. Additional protections could also be sought by having the transaction enrolled in the Plea Rolls of the Exchequer of the Jews, which in turn provides the evidence which has been used in order to discuss that matter.[163]

1.8 Profit

The topic which has dominated the scholarship on Anglo-Jewish moneylending activities arguably more than any other is that of the interest which could accrue on transactions. That some historians have regarded Anglo-Jewish moneylending activities as synonymous with interest can be seen from *The Palgrave Dictionary of Medieval Anglo-Jewish History*, where the entry for 'Moneylending' reads '*see* Interest and Usury'.[164] Although numerous, such discussions rarely explain precisely what is meant by 'interest' in this context, beyond outlining the different types.[165] It is particularly important to be precise on this point because every extant acknowledgement includes provision that if the money was not repaid by the agreed date, then the debtor would be liable for the payment of '*lucro*'.[166] Where this thesis discusses interest, therefore, it refers specifically to a single type (*lucrum cessans*) unless explicitly stated otherwise. This was a form of justified interest, known as an 'extrinsic title' which provided a way of 'indemnifying the creditor against the default of the debtor'.[167] In effect, this was a charge placed upon the transaction to compensate creditors for missed opportunities which

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[161] See for example, *CPREJ I*, pp. 136–7, 206, 211, 212.

[162] For such cases see, for example: *Select Pleas*, pp. 43–5, 46–7, 80–1; *CPREJ I*, p. 212

[163] Ibid; Brand, 'Introduction', p. 13.

[164] Hillaby, *Palgrave Dictionary*, p. 273. To be fair, however, 'interest' and 'usury' have their own entries.

[165] See, for example, Mundill, *England's Jewish Solution*, pp. 111–12.

[166] See Chapter Three for a full discussion.

[167] Diana Wood, *Medieval Economic Thought* (Cambridge, 2002), p. 188.

would have been available to them had the principal been returned to them in time. This was a more legitimate, although not uncontroversial, form of interest than outright usury, because the latter was regarded as 'any excess whatsoever above the principal of a [..] loan, exacted by reason of the loan itself'.[168] *Lucrum cessans*, in contrast, 'gave the lender the right to claim the same return as that which he might have earned in alternative employments. So defined [it] is the same thing as the modern concept of opportunity cost.'[169] That this distinction between licit and illicit forms of interest was fine can be seen from the fact that some fourteenth-century commentators (particularly Thomas Aquinas) condemned it.[170] In thirteenth-century England, at least, the distinction seems to have carried weight. Tellingly, as Mavis Mate's work on the accounts of Canterbury Church Priory has demonstrated, the difference between usury and *lucrum* was well understood because following the Crown's clamp-down on Christian usury in 1240, there was initially a shift in the accounts towards labelling the interest which was to be paid on individual transactions as '*de lucro*'.[171]

A second point which must be made here about interest relates to the language which was used in royal records. This is a point which can be easily obscured by modern editions which indiscriminately translate two Latin terms as 'interest', without providing the original term. When the original Latin texts are consulted a clear trend emerges within the sources. The (Latin) records produced at the *archae* and the Exchequer of the Jews consistently use the term '*lucro*' or '*lucrum*'.[172] The consistency with which this term was used shows a detailed understanding of how Jewish moneylending activities functioned on a practical level. Such familiarity would, undoubtedly, have been aided by the number of cases involving debts which were heard at the Exchequer of the Jews and, by extension, the number of acknowledgements which were produced there in support of claims. It would also indicate, particularly in relation to the pieces of legislation, that the authors knew precisely how Jewish moneylending functioned and sought to make the language used as specific as possible, so as to limit the room for interpretation, rather than issuing general statements relating to Jewish 'usury' prior to 1275. As has already been seen, in the comparable situation Christian lenders at Canterbury had initially been able to continue to claim interest in the guise of the more legitimate

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[168] Raymond de Roover, 'The Scholastics, Usury, and Foreign Exchange', *The Business History Review*, 41 (1967), p. 258.

[169] Ibid, p. 262.

[170] Ibid.

[171] Mavis Mate, 'The Indebtedness of Canterbury Cathedral Priory 1215–95', *The Economic History Review*, 26 (1973), p. 185.

[172] See, for example, the Statute of the Jewry which capped profit (*lucrum*) could be exacted: Richardson, *English Jewry*, p. 293.

form '*lucro*', possibly following the example of Jewish financiers. In contrast to the records which relate specifically to the Jews, when the main governmental rolls refer to Jewish interest during the same period, the Latin term which was used almost always stemmed from '*usura*'. The Fine Rolls of Henry III, for example, include eighty-two references, in the modern translation, to the word 'interest' in the context of Jewish credit.[173] When those references are traced in the original Latin there are only three instances when the term used was derived from '*lucrum*' (and an additional two instances, both in the same entry, where the phrase stemmed from '*usura et lucrum*'). The remaining entries all originated from the Latin word '*usura*'. Given that the text of every acknowledgement included a provision for '*lucro*' this demonstrates a level of engagement and understanding with the activities under discussion at the *archae* and Exchequer of the Jews which was absent from more mainstream governmental documents.

Having established what is meant by 'interest' it is necessary to address the Crown's regulation of this aspect of Jewish moneylending activities. Despite the prominent position which interest would come to occupy in the legislation governing medieval Anglo-Jewish moneylending activities during this period, it is conspicuously absent from the Articles of the Jewry. The Crown's position on the topic was elucidated in the charters issued by Richard I (1190) and John (1201) respectively. Both of these charters specify that, in the event of a legal dispute, the Jewish creditor would be required to prove the debt (presumably with a charter or, after 1194, chirograph), while responsibility for proving the profit (*lucrum*) would lie with the debtor. This probably means that they were required to prove when they had fulfilled their obligations and, by extension, interest had stopped accumulating. While the Articles of the Jewry did not mention interest, the work of Henry Summerson has shown that it was widely accepted in John's reign that profit could accumulate on chirographs.[174] Interestingly, the barons at Runneymede did not seek to challenge this practice by unilaterally prohibiting Jews from lending money at interest. Instead, as will be explored in the next section of this chapter, they were much focused in their efforts, targeting minors and widows specifically.[175] Nor is there any evidence that the regency council, which governed England following John's death in 1216, attempted to enforce Canon 67 of Lateran IV, which prohibited the Jews' 'immoderate usuries' (*immoderatas*

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[173] 'Search results', *Henry III Fine Rolls Project*, available online at https://finerollshenry3.org.uk/content/search/do_text_search accessed on 17 Feb. 18.

[174] Summerson, 'The 1215 Magna Carta: Clause 10, Academic Commentary', available online at http://magnacarta.cmp.uea.ac.uk/read/magna_carta_1215/Clause_10 accessed on 4 June 2018.

[175] Ibid.

usuras), in England.[176] This was despite the efforts of the papal legate Pandulph, who, in a letter which was addressed to Peter des Roches and Hubert de Burgh on 7 July 1219, highlighted that he had previously discussed the imposition of 'immoderate usuries' (*immoderatas usuras*) and commanding them to halt a case involving one of Isaac of Norwich's debts until he could be present.[177] That these provisions were not enforced in England might reflect a recognition that moneylending fell firmly under the jurisdiction of the Crown. That is especially so given that there were no qualms about enforcing Canon 68, which required Jews to wear a distinguishing badge, which was introduced from 1218 (although the Crown also profited from this through the selling of exemptions).[178] A more local attempt to limit the impact of Jewish 'usuries' comes from Leicester a decade later, when Simon de Montfort expelled the community from his half of the town in 1231x2.[179] Although the charter of expulsion itself did not cite Jewish 'usuries' (*usuris*) as the cause of the act, a letter subsequently issued by Bishop Grosseteste supporting the act did.[180]

The earliest extant statute, which sought directly to limit the rate of *lucrum* which could be exacted upon a Jewish moneylending transaction, is the 1233 *Statute*. This legislation specified that 'interest' could accrue at a maximum rate of 2*d* in the pound per week.[181] It is possible that there had been a previous attempt to regulate the accumulation of interest on Jewish debts given that a legal case from Hilary Term 1220 alleged that interest was accumulating at the rate of 10*d* per week, which was 'against the Assize'.[182] If there was, indeed, a piece of legislation which was introduced prior to 1233 in order to regulate the rate of interest which was charged, then it is possible that it capped the rate at 3*d* in the pound per week.[183] Equally, it has long been understood that, prior to 1194, interest

[176] 'Concilium Lateranense IV[c. 67]', *Relmin*, available online at http://www.cn-telma.fr//relmin/extrait30315/ accessed on 9 April 2020.

[177] *Royal and Other Historical Letters Illustrative of the Reign of Henry III*, ed. Walter Waddington Shirley, 2 vols. (London, 1862), i, no. xxviii.

[178] On this see John Tolan, 'The Imposition of a Badge on European Jews: Henry III of England's 1218 Mandate', in Douglas Platt et. al. (eds.), *The Character of Christian-Muslim Encounter: Essays in Honour of David Thomas* (Leiden, 2015), pp. 145–66.

[179] Maddicott, *Simon de Montfort*, p. 15.

[180] Record Office of Leicestershire, Leicester and Rutland BRI/1/11; *The Letters of Robert Grosseteste, Bishop of Lincoln*, ed. and trans. F. A. C. Mantello and Joseph Goering (Toronto, 2010), p. 68.

[181] Richard, *English Jewry*, p. 294.

[182] *CPREJ I*, p. 34.

[183] WAM 6719.

rates were commonly set at the rate of 2*d* or 3*d* in the pound per week.[184] It might be argued, therefore, that what was being referred to in 1220 was, in fact, the 'Custom of the Jewry'. This would also serve to provide an additional explanation as to why Canon 67 of the fourth Lateran Council was not imposed in England: namely, because it was unnecessary, given that by custom the Jews charged *lucrum* at a rate which was not regarded as immoderate. If that is the case, then it might be argued that what can be seen in the Statute of the Jewry (1233) is, in fact, the codification of existing Jewish custom, rather than the introduction of new provisions. It must be concluded, then, that the legislation of that year saw the 'Custom of the Jewry' become the 'Law of the Jewry'. The 1233 cap was reiterated in the 1239 orders, which stated that creditors could only charge two pennies in the pound per week on a debt.[185] Curiously, the London and Colchester orders also include a moratorium on the accumulation of any 'usury' between the feast of St. John the Baptist (24 June) and Christmas.[186] It is possible that what is being seen here is exactly the same trend as is evident in the legal and governmental sources. That is to say, if the legislation was issued in conjunction with the Exchequer of the Jews then the more precise term of *lucrum* is used, whereas general orders, which were issued by the king or royal government, where the issuer is less familiar with the technical details of Jewish moneylending activities, adopted the more general term 'usury'. Magna Carta had, after all, cited usury rather than profit and the 1239 orders were issued following a general council.[187] This was clearly not the case in 1275 when the Statute of the Jewry famously prohibited the Jews from lending money at usury.[188] Although this may, in part, be down to the language (the Statute, unlike earlier legislation, was issued in French and not Latin) the term was clearly aimed at interest generally, given that following its imposition there was a shift from lending money to dealing in commodities. That being the case, it is only after 1275 that usury really becomes an issue. Prior to that date 'profit' and 'usury' appear to have been used interchangeably based upon the context in which the reference appeared.

In the context of this thesis more generally, this discussion shows that acknowledgements included two pieces of financial information: the *catallum*, or principal, and the profit. Unlike some previous studies, this study treats the *catallum* and *lucrum* separately upon the basis of this legal discussion, rather than assuming that the latter was incorporated into the former. Earlier studies have

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[184] Richardson, *English Jewry*, p. 70.

[185] See, for example, *De Antiquis Legibus Liber*, p. 237.

[186] Ibid; WAM 9001.

[187] Ibid; David Carpenter, *Magna Carta* (London, 2015), p. 42.

[188] Brand, 'Jews and the Law', p. 1140.

focused upon the fact that, in exacting *lucrum*, the creditor would make no money from the transaction if the sum was repaid on time. [189] Equally, that interest which did accrue, in the event of default, would be directly proportionate to the speed with which the debtor did repay the money. Inherently any moneylending transaction is a risky venture given the possibility that the principal may never actually be repaid at all. In that sense, what has become a historiographical issue, might actually have been an occupational hazard of the medieval moneylender (Jewish or otherwise). It has, of course, been suggested that creditors might seek to mitigate these limitations by having the creditor specify a short period within which to repay the debt.[190] As Lipman argued, none of the fifteen acknowledgements which were included in his volume was for a specified period of longer than eight months.[191] Curiously, this did not prevent him from also suggesting that a fee could also have been contained within the sum specified in the document.[192] These hypotheses, while pervasive, appear to be at odds with what is known of Jewish moneylending activities during this period. Indeed, the chronicler Matthew Paris tells us that, on his deathbed, Bishop Grosseteste described how Jewish creditors would receive the 'principal […] with only so much interest [*lucro*] as had accumulated' to that point.[193] This was in contrast to 'Papal usurers', by which he meant foreign moneylenders such as Cahorsins and Italians, who, he claimed, would conceal the interest within the bond so that they would expect to receive a specified sum, irrespective of how long the transaction was in effect. Fundamentally, this is the difference between the Jewish *lucrum* and the Christian charging of usury which earned the bishop's condemnation.

Similarly, the case of Thomas of Charlecote, which has already been discussed in this chapter, suggests that including an interest fee in the principal specified in an acknowledgement was a violation of 'the Law and Custom of the Jewry'. There, two issues pertinent to this discussion were raised. First, Thomas' father had taken out a debt of £180 from Licoricia of Winchester, with the acknowledgement specifying that on the date of repayment £400 would become due.[194] When Thomas had died before that period had elapsed, Licoricia claimed repayment from his son. He, in turn, argued that the chirograph had been made with his father contrary to the 'statutes' because there was no way that,

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[189] V. D. Lipman, *The Jews of Medieval Norwich* (London, 1967), p. 87; Mundill, *England's Jewish Solution*, p. 116.

[190] Lipman, *The Jews of Medieval Norwich*, p. 87.

[191] Ibid, p. 86.

[192] Ibid, p. 87.

[193] Matthew Paris, *Chronica Majora: Volume V 1248–1259*, ed. Henry Richards Luard (London, 1880), p. 405.

[194] *Select Pleas*, p. 20.

at the rate of 2*d* in the pound per week, the debt could have grown so considerably in such a short space of time.[195] Second, the acknowledgement had specified that interest payments were to be made, at proscribed terms, upon the debt. If the debtor failed to meet those payments then interest was also to accrue on those at the same rate. This was, Thomas argued, against the 'Statute of Jewry' because it meant that the debt would accumulate 'usury upon usury' (*usuras de usuris*).[196] Both of these issues would certainly have been potential problems which could arise in any instances where interest was included in the principal specified in the text of an acknowledgement. Again, this suggests that the creditor would have faced issues if they tried to conceal interest within the debt itself which could cause fundamental problems for the recovery of those debts later in the course of the transaction.

1.9 Age

An issue which came to prominence in the first quarter of the thirteenth century in relation to Jewish moneylending activities was that of minors. Specifically, Chapter Ten of Magna Carta had sought to prevent interest running on debts which were inherited by minors following the death of the original debtor.[197] This represented a break with traditional Angevin policy in this regard, given that Richard I's charter of 1190 had provided that, in the event of a minority, interest would continue to run.[198] This provision was subsequently omitted from John's 1201 charter, so it might have been a specific liberty afforded to Isaac son of Rabbi Josce and his associates, rather than the Jewish community more generally. As Summerson has argued, however, 'the burdens of inherited Jewish debt could be heavy, even when the sums involved were not especially large, not least if they were methodically pursued by the king's officers'.[199] Although there was an attempt to reduce those 'burdens' in June 1215, the Jewish chapters were omitted from every subsequent reissue of the Charter, leading J. C. Holt to conclude that their inclusion was 'superficial'.[200] Conversely, as he observed, the essence of Chapter Ten was subsequently embodied in a clause of the Provisions of Merton (1236) which stipulated that

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[195] *Select Pleas*, pp. 20–1. Assuming a constant rate of interest accumulating at a flat rate of interest, it would have taken 220 weeks, or more than four years to grow from £180 to £400.

[196] Ibid, p. 26.

[197] 'All Clauses', *The Magna Carta Project*, available online at https://magnacarta.cmp.uea.ac.uk/read/magna_carta_1215/!all accessed on 10 April 2020.

[198] *Foedera*, p. 51.

[199] Summerson, 'The 1215 Magna Carta: Clause 10, Academic Commentary'.

[200] J. C. Holt, *Magna Carta* (Cambridge, 2015), p. 282.

inherited debts (it did not distinguish between the religion of the creditor) were not to accumulate interest during a minority.[201] How this was enforced in relation to debts owed to Jews can be inferred from the case of Thomas of Charlecote. One of the defences that he brought against Licoricia of Winchester was that, according to 'the Assize of Jewry', interest upon the debt should have been 'discontinued from the time when the father of the said Thomas died, […] until he was of age to have seisin of his lands'.[202] That is, throughout his minority, *lucrum* should have ceased to accumulate. A related issue in the case was that Licoricia had been granted seisin of the lands by Henry III after the death of Thomas' father.[203] This was, as the case makes clear, contrary to the law which prevented creditors from taking control of a debtor's lands during their minority.[204] Consequently, not only was interest to cease to accumulate during a minority, but also the creditor was unable to assert any claim to recover debt until such time as the heir was able to take possession of their lands and, correspondingly, answer the call for repayment. It is also important to note that this restriction could not be evaded by simply pursuing the lands of the minor's guardian instead.[205]

Age could also impact upon Jewish moneylending activities in another respect. This can be seen in two cases from the Plea Rolls of the Exchequer of the Jews where debtors sought to use their youth as a defence against repayment. The first, from Easter Term 1253, records that Peter Bukerel had challenged the validity of a debt with a face value of £18 which he owed to Jacob son of Floria.[206] The debt had been transacted on 5 December 1248 but, when he appeared before the Justices of the Jews, Peter claimed that he had been a minor at the time so had been 'inveigled' into borrowing the money, presumably on account of his age.[207] When the case was put to a jury of six Christians and six Jews on 20 July 1253 they concluded that according to 'the Custom of the City of London' Peter had to have been at least twenty years of age to borrow the money.[208] Ultimately, the jury found against Peter, and it was concluded that he 'was of age to grant or sell his land' so the debt was regarded as

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[201] Ibid, p. 283.

[202] *Select Pleas*, p. 27.

[203] Ibid, p. 21.

[204] Ibid, p. 24.

[205] *CCR 1264–1268*, p. 338.

[206] *CPREJ I*, pp. 127–8.

[207] Ibid, p. 127. Unfortunately, Covid-19 restrictions have prevented me from checking the original Latin term used as the 1253 roll is the only one not available on AALT.

[208] Ibid, p. 128.

valid.[209] It must be noted here that Peter's challenge stemmed from the same principle which underpinned the attempts to stop interest running on debts during a minority. As was discussed above, such a practice was challenged upon the basis that the minors were not of age to take seisin of the lands upon which debts were secured. In the same way minors could not have pledged their lands and chattels, knowingly or otherwise, to Jewish moneylenders when, in theory, they did not have legal possession of those lands. Yet that is precisely what every debtor who borrowed money from a Jew was required to do.[210] In Peter's case it is possible to give some additional detail about what happened to the debt after he was found liable for the sum. In 1253–4, a £12 debt which Peter owed to Jacob was used as partial payment for the tallage of £666 13s 4d (1,000 marks) which was levied in that year.[211] Whether this was the same debt, which had been partially repaid, is unclear but it seems probable that it was. This is not in the least because Peter was still relatively young to have accumulated multiple debts to the same creditor. If that is the case then it would show that Peter had repaid at least £6 to Jacob.

Peter's case also provides us with a unique glimpse into how the exchange of money from creditor to debtor occurred. In addition to the age issue, Peter also levelled a second challenge against repayment. Even if there had been no legal impediment to his borrowing the money, Peter was not liable for repayment of the sum because he had not received the full £18 specified in the acknowledgement.[212] Instead, Peter claimed that he had only received 12d, while the twelve Christian jurors who were appointed to adjudicate the case concluded that he had been paid no more than 5s.[213] The Jewish jurors withheld judgement on this point because they had not been present, but they did conclude that 'Jacob gave him [i.e. Peter] enough on account of the loan of £18 to induce him to suffer the chirograph to be laid upon in the London Chest'.[214] That would seem to suggest that the production of the acknowledgement and the transfer of the money did not occur at the same time. This also presents a different explanation as to why, in 1239, it was stated that acknowledgements were to be deposited in an *archa* within ten days as opposed to immediately. From the perspective of the debtor, it would have been dangerous for an acknowledgement to be drawn up before receiving

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[209] Ibid.

[210] See Chapter Three.

[211] TNA E 401/1566 m. 1, column 1.

[212] *CPREJ I*, p. 128.

[213] Ibid.

[214] *CPREJ I*, pp. 127–8.

the money because they would be liable for repayment irrespective of whether the agreed sum was transferred to them. Equally, creditors might have been reluctant to hand over large quantities of cash without the protections that an acknowledgement afforded to them. The ten-day window which was introduced in 1239 provided a way to circumvent this issue by allowing a chirograph to be produced (protecting the creditor) prior to the transfer of the principal without the document itself being entered into the *archa*. If this hypothesis is correct then it would mean that an acknowledgement would only be deposited in the chest when the debtor had been satisfied.

A second case in the Plea Rolls of the Exchequer of the Jews also deals with the issue of a minor borrowing money. Entered twice into the roll for Trinity Term 1275, the dispute concerned a debt of £10 which had been borrowed by Sir Humphrey de *Veyly* (Yorkshire) from Moses de Clare on 25 September 1263.[215] The debt was challenged by Humphrey on account of his 'tender age' at the time of the transaction. Unlike Peter's case, the debtor's age at the time of the transaction was not disputed. Rather, Moses argued 'that the moneys which he received thereby ensured to his benefit'.[216] The second entry puts it more bluntly, noting that the debt was 'never challenged by the said Humphrey, who now for the first time raises the question of age'.[217] The case is made all the more surprising because the issue was only raised twelve years after the debt had been contracted and eleven years after repayment had become due.[218] There had, therefore, been ample time for the technicality to be raised. A probable explanation for why Humphrey chose that moment to contest the debt was that, by 1275, he had been pursued through the courts by another creditor for three years.[219] It may well have been, therefore, that in bringing a case against Moses, Humphrey was seeking to alleviate his financial woes. In that sense, the tactic that he deployed against Moses was a relatively simple one which, had it been successful, would have helped his predicament. If that was the case, then his ploy failed because the Justices of the Jews refused to accept his defence and he was ordered repay the debt, as well as being placed in mercy.[220] It must also be noted that the acknowledgement was originally deposited in the London *archa*, so it presumably fell under the jurisdiction of the 'Custom of the City of London' like the case of Peter Bukerel. Conversely, Humphrey

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[215] *CPREJ II*, pp. 288–9.

[216] Ibid, p. 289.

[217] *CPREJ II*, pp. 298–9 [quotation from p. 298].

[218] Ibid, pp. 288, 299.

[219] *CPREJ I*, p. 304; *CPREJ II*, pp. 88–9, 203.

[220] *CPREJ II*, p. 203.

was a Yorkshire debtor, so this case suggests that the defence was applicable to those from outside the city of London, as opposed to being limited to that legal jurisdiction.

It seems clear, upon the basis of this discussion, that the Crown had tried to prevent Jews from lending money to minors. Even so, these cases demonstrate that youth was no defence after the transaction was entered into. Indeed, the main thing seems to have been that the acknowledgement recording the transaction had been produced according to the regulations governing their production. So long as that was done then it seems that the record would be regarded as valid. This explains why, in both cases, the creditors were primarily concerned to emphasise that the acknowledgements had been produced in the prescribed manner. This regulation relating to age cannot have been as static as the phrase 'Law and Custom of the Jewry' would suggest. During this period, there was no fixed age at which a child was considered to have reached their majority, so it would have been difficult to apply a blanket rule to England as a whole, as was the case with other regulations governing Jewish moneylending.[221] The precise age at which somebody achieved their majority would have been influenced by a myriad of factors including gender, social status, and local custom. That explains why Peter Bukerel's defence of youth had been explicitly linked to the 'Custom of the City of London'. To a large extent, the debtor's physical age is of a secondary concern here. Instead, their ability to borrow money from a Jew was linked, in the first instance, to whether they were able to take control of their lands and property, upon which the debt would be secured.

A related issue is what happened if a Jewish creditor died, and the debt was transmitted to their heir or heirs. This issue has been largely ignored in the historiography because historians have traditionally argued that the absence of Hebrew evidence means that we cannot reconstruct the social history of medieval Anglo-Jewry in the same way that is possible for the Continent.[222] The Latin sources do, at the very least, permit us to partially address this issue. In the first instance, if the deceased had heirs who were adults then their male heirs or spouse would pay the Crown a third of the value of the estate of the deceased.[223] The calculation of this fine would also include the outstanding debts owed to the Jew, some of which could be used in part or full payment of the fine itself. On 18 November 1238, for example, Aaron of York and Benedict, the brothers and heirs of Samuel, made an agreement

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[221] See, for example, Richard Huscroft, 'The State' in Louise J. Wilkinson (ed.), *A Cultural History of Childhood and Family in the Middle Ages* (London, 2014), pp. 142–3.

[222] See, for example, Elisheva Baumgarten, *Practicing Piety in Medieval Ashkenaz: Men, Women, and Everyday Religious Observance* (Philadelphia, 2014), p. 4.

[223] Mundill, *The King's Jews*, p. 21.

to pay £100 to the Crown, in instalments.[224] If a Jewish moneylender died, therefore, any debts would either be transmitted to their heirs or to the Crown. The latter eventuality carried inherent issues for debtors, given that they may go from being indebted to a Jew to owing money to the king or one of his favourites.[225] Conversely, if the creditor's heirs were minors then much the same situation would have arisen as if the child, or children, were Christians. That is to say, they would be granted as wards to another Jew – at least in the case of those who were at the upper levels of the social hierarchy. That this situation mirrored Christian practice is hardly surprising given that, irrespective of religion, the Crown still had a vested interest in minors. The Patent Rolls in particular, show that the wardship of Jewish minors could most easily be obtained by the *majores*, or richest members of the Jewish community, as was the case in Christian society. In 1264, for example, Hagin son of Master Moses took custody of the heirs of Cok son of Aaron, one of whom died at Canterbury (aged just sixteen months) at the end of 1265 before he could enter Hagin's household.[226] Several other examples of wardships being granted by the Crown in return for a fine can also be detected in the governmental rolls.[227] There is also a case where Cok son of Aaron paid a fine for the custody of his brother Manser.[228] Wardships of Jews must have been a much more common issue than is reflected in the extant sources. Attacks on the Jews, such as those which accompanied the rise (and fall) of the Montfortian government between 1264 and 1267, for example, must surely have orphaned some children. Similarly, there was the so-called coin clipping pogrom of the following decade, which saw at least 269 Jews executed in London in 1278–9 alone.[229] Not all of these can have been childless men, so more wardships must surely have been granted after the terrible events of that year.[230] In any event, the surviving evidence

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[224] '23 Henry III (28 October 1238–27 October 1239', *Henry III Fine Rolls Project*, available online at https://finerollshenry3.org.uk/content/calendar/roll_036.html#it020a_011 last accessed on 3 Feb. 18.

[225] See, for example, Stacey, 'Jewish lending', p. 98.

[226] *Select Pleas*, pp. 73–6. It must be noted that in this instance, the granting of Cok's children in ward to Hagin may not have been as impersonal as the record suggests. An unpublished *starr* from c.1260 shows that Cok had witnessed one of Hagin's property grants in London, suggesting that the two were part of the same network: Record Office of Leicestershire, Leicester and Rutland DE3214/3393.

[227] *CPR 1247–1258*, p. 495; *CPR 1258–1266*, p. 632, 644; *CPR 1266–1272*, p. 52; *CPR 1266–1272*, p. 517; *CCR 1264–1268*, pp. 459–60.

[228] *CPR 1247–1258*, p. 495.

[229] Zefira Entin Rokeah, 'Money and the hangman in late-13th-century England: Jews, Christians and coinage offences alleged and real (Part I)', *JHS*, 31 (1988–90), p. 98.

[230] It was, on the whole, men who were affected, given that of the thirty-eight Jews who Rokeah was able to identify as having been hanged, only four were women: idem, 'Money and the hangman in late-13th-century England: Jews, Christians and coinage offences alleged and real (Part II)', *JHS*, 32 (1990–92), pp. 171, 182, 183, 187.

reveals that a minority also had an impact upon the repayment of outstanding debts by Christians. Some of those orders which survive, conveying wardships to particular Jews, also outlined that the guardian was to be responsible for administering ongoing transactions on behalf of their wards.[231] In that respect, the death of the original creditor had very little impact upon their transactions from the perspective of repayment.

1.10 Inter-Jewish Loans

This study is, first and foremost, an examination of the records generated by a Jew's lending money to Christians. Having said this, historians of medieval Anglo-Jewry have often considered the Hebrew records of inter-Jewish loans alongside their Latin cousins.[232] Indeed, Philip Slavin argued that the 'Hebrew deeds of English Jews cannot be studied separately and independently from their Latin counterpart'.[233] As he showed, 'the language of the *shetaroth* demonstrates the unmistakable influence of contemporary Latin charters on their structure, organization, formulae, and terminology'.[234] It does not automatically follow that an analysis of the Latin acknowledgments should also include the Hebrew sources. On the contrary, the Plea Rolls of the Exchequer of the Jews provide important evidence of why that should not be done. In a case from July 1272, the validity of a 'starr-chirograph' (*starrum-cirographum*) was contested.[235] In its particulars, the record conformed to the general standards of chirograph production for acknowledgements, recording as it did that on 5 April 1252 Diaye l'Eveske had borrowed £12 from Abraham son of Josce of York, which was to be paid on 29 September 1252.[236] In that respect, both parties had entered into the transaction 'according to the Assize and Custom of [the] Jewry'.[237] The only peculiar feature of the debt was that the Prior of the New Hospital without Bishopgate had held the lands and houses, which had been pledged as security for the debt, on Abraham's behalf.[238] In such transactions the creditor might have used a Christian

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[231] See, for example, *CPR 1258–1266*, p. 632.

[232] On inter-Jewish loans see Abraham Fuss, 'Inter-Jewish Loans in Pre-Expulsion England', *The Jewish Quarterly Review*, 65 (1975), pp. 229–45. More recently see Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, i, pp. 135–7.

[233] Philip Slavin, 'Hebrew Went Latin: Reflections of Latin Diplomatic Formulae and Terminology in Hebrew Private Deeds from Thirteenth-Century England', *The Journal of Medieval Latin*, 18 (2009), p. 323.

[234] Ibid.

[235] *Select Pleas*, pp. 65–7.

[236] Ibid, p. 65.

[237] Ibid.

[238] Ibid, pp. 65–6.

intermediary to mask the fact that interest was being charged to a fellow Jew.[239] That this was the case here is suggested because Abraham pursued the Prior, rather than Diaye, for repayment. The Prior, in turn, responded that 'he is not bound to answer […] seeing that the said Diaia […] is alive, and has the wherewithal to discharge the debt'.[240] Significantly, the entry tells us that the debt had been agreed in a manner which made it was enforceable in either the Christian or Jewish law courts.

Unfortunately for Abraham, the debt was not regarded as enforceable at the Exchequer of the Jews for three reasons. First, while it had been produced in adherence to the regulations, crucially it had not been written by the 'hand of a sworn clerk'.[241] In order to be regarded as valid, and enforceable, the debt needed to be written by one of the *archa* clerks who was appointed to that office and who had sworn an oath for the execution of their duties, as well as providing sureties to that effect.[242] Second, the record 'ought to be legible to one of the Christian Chirographers or the said clerk'.[243] This stipulation appears to be addressing language rather than the legibility of the script. Had this not been the case then one of the Jewish chirographers could presumably have vouched for the text. This also relates to the third invalidating factor in the case. That is, the debt was not listed on any of the scrutinies which had been completed at the London *archa*.[244] Those rolls were, after all, inventories of the Latin acknowledgements held in the chest, rather than a comprehensive survey of its entire contents, so this Hebrew record would inevitably have been omitted. It seems, therefore, that even though the records of inter-Jewish loans are clearly related to acknowledgements, they simply cannot be included in this study for exactly the same reasons that they were not admissible into a royal court.

This case is also important within the context of a *tosafot* (Talmudic commentary) attributed to Isaac ben Peretz of Northampton, which has recently been edited by Pinchas Roth.[245] The ruling specifies that if:

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[239] Ibid, 66; Fuss, 'Inter-Jewish Loans', pp. 51–4.

[240] *Select Pleas*, p. 65.

[241] Ibid, p. 66.

[242] On the election process see Chapter Two.

[243] Ibid.

[244] The various scrutinies which were conducted between 1252 and 1272 are summarised in Irwin, 'From Chirograph to Roll', pp. 265–6.

[245] Pinchas Roth, 'Jewish Courts in Medieval England', *Jewish History*, 31 (2017), pp. 80–1.

[Jews] commit to each other with a **royal bond**[246] and later one of them wants to sue the other based on that bond, [the rabbinic court][247] does not hear his claim. Since he abandoned Jewish laws and chose to be bound by gentile laws, we no longer hear that claim because the law of the kingdom is the law.[248]

Here the phrase 'royal bond' apparently refers to a Latin acknowledgement, which was produced according to the 'Law and Custom of the Jewry'. Roth interpreted this as evidence that ben Peretz 'penalized Jews who had prepared Christian contracts by barring them from using [a rabbinic] court'.[249] In the light of Abraham's case this conclusion might be taken further. From 1201, it had been established that all Jewish internal matters, with some notable exceptions for serious crimes, would be dealt with internally by the Jewish community.[250] In opting to produce the record as a 'royal bond', the parties to the debt had placed the transaction within the royal jurisdiction. Had they utilised a Hebrew instrument to record the debt, then it could have been heard by a rabbinic court. As it was, from 1194 onwards, royal bonds were firmly regulated by the Crown and, as such, legal disputes relating to them needed to be heard before the Justices of the Jews. Viewed in this light, ben Peretz's words might be taken not as a penalisation of Jews who recorded debts in a particular manner, but a recognition that such documents fell outside of the jurisdiction of Rabbinical courts. In effect, this demonstrates that, where the two came into conflict, the 'Law of the Jewry' superseded the 'Custom of the Jewry'. There is nothing contradictory in that sentiment, however, because according to Jewish tradition 'the law of the kingdom is the law'. In Abraham's case, the debt was invalidated because the regulations had not been adhered to, placing it in a kind of documentary purgatory, unable to be heard in either a Jew or Christian court.

1.11 Beyond the Written Word

This chapter has so far emphasised the importance of the documentary culture in relation to Jewish moneylending activities. Consequently, there is a temptation to view the introduction of acknowledgements in the terms outlined by M. T. Clanchy, as a transition 'from memory to written

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[246] My emphasis.

[247] Roth's addition.

[248] Ibid.

[249] Ibid, p. 81.

[250] *Select Pleas*, p. 2.

record'.[251] It is worth noting, as Henry Bainton has recently argued, drawing upon the field of cultural memory studies, 'that written records are neither an alternative to memory nor a late-coming substitute. Rather, written record is *itself* a form of memory and written records depend on memory, without which they risk being forgotten'.[252] This is a pertinent point here because, as can be established from the Plea Rolls of the Exchequer of the Jews, an oral tradition operated in parallel to the written system. To some extent, the need to combine the written and the verbal traditions had been recognised in the Articles of the Jewry, which had required Jews to swear an oath that they would not conceal any of their property or business transactions.[253] In England there is no evidence that a specifically 'Jewish oath' emerged as might have been the case on the continent.[254] Nor was the requirement of an oath only imposed upon the Jewish creditor. Indeed, every single person who played a role in the life of the acknowledgement would have had to have sworn an oath for their conduct in relation to it. Implicitly, by applying their seal to the document, the debtor was confirming the veracity of its contents. Equally, all of the *archae* staff – chirographers and clerks – would swear an oath upon entering office.[255] Likewise, if a debt was disputed in the courts, then the officers who handled the case would have sworn a similar oath.[256] In that respect, everybody who interacted with acknowledgements had the same burdens placed upon them, irrespective of their religion, rank, or location.

In addition, it appears to have been required that the text of an acknowledgement would be read aloud before it was deposited into the *archa*. This specification would presumably have been facilitated by the structure of an acknowledgement's text, which was presented as a proclamation.[257] Here it is worth revisiting the 1253 case of Thomas of Charlecote one final time. Yet another argument which was used to dispute the debts was that the text of one of the documents did not conform to the standards expected. When these issues were put to the chirographers of the Winchester *archa* for

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[251] Clanchy, *From Memory to Written Record.*

[252] Henry Bainton, *History and the Written Word: Documents, Literacy, and Language in the Age of the Angevins* (Philadelphia, 2020), p. 6.

[253] *Chronica*, p. 267.

[254] Joseph Ziegler, 'Reflections on the Jewish Oath in the Middle Ages' in Diana Wood (ed.), *Christianity and Judaism* (Oxford, 1992), pp. 209–20; Joshua Curk, 'The Oath of a Jew in the Thirteenth-Century English Legal Context' in Nina Caputo and Mitchell B. Hart (eds.), *On the Word of a Jew: Religion, Reliability, and the Dynamics of Trust* (Bloomington, 2019), pp. 62–80.

[255] On this see Chapter Two.

[256] Paul Brand, 'Introduction', p. 19.

[257] The diplomatic of acknowledgements is explored in Chapter Three.

justification, they defended that the defects were not detected because the text '[was] not read in the presence before [being] placed in the chest'.[258] On another occasion, in July 1275, Aaron Crespin, a Jewish chirographer of the London *archa*, was called to answer why an allegedly fake acknowledgement had been deposited in that chest. Aaron defended that the document was 'good and lawful and made according to the Law and Custom of Jewry', not in the least because, in the presence of the Christian and Jewish chirographers 'it was read and placed in the London chirograph-chest as a good and lawful charter'.[259] This demonstrates that it was standard practice for the text of acknowledgements to be read aloud at the *archa* rather than being an isolated practice which was employed in the Charlecote case. Moreover, it explains why it was necessary for an acknowledgement to be legible specifically to a Christian chirographer, or clerk, because they would need to able to read to text in order to fulfil this requirement. This would appear to have been far more than a mere symbolic act. In doing so, the process served as a final safeguard in order to detect any suggestion of forgery, or lesser irregularities. As a result, it could be ensured that the transaction had been recorded in full compliance with 'the Law and Custom of the Jewry' in its many forms. It also presented a practical way to enforce the requirement in the Articles of the Jewry that the Jews were required to 'detect […] all falsifiers or forgers of charters' and report them to the Justices of the Jews.[260] The development of reading the text of acknowledgements aloud probably represents a recognition that the chirographers also had a role to play in this respect, and were well placed to do so. More symbolically, to follow Bainton, the act of reading the text of an acknowledgement to those present served to transform the words (which might not have been accessible to one or both parties) from a series of legal formulae into an event which could be remembered. In this sense, it would be wrong to suggest that the acknowledgements were somehow superior to the oral tradition which also recorded debts, only the latter did so in people's memories rather than upon parchment.

1.12 Conclusion

To conclude, this chapter has reconstructed the legislative framework within which Jews lent money to Christians during the period 1194–1275/6. Using a combination of statutes and legal records, it has moved away from the notion that '[t]he act of depositing documents in the *archa* made them legally

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[258] *Select Pleas*, p. 23.

[259] *PREJ II*, p. 298.

[260]*Chronica*, p. 267.

binding in both Jewish and Christian courts'.[261] As has been seen, just because a copy of a transaction was deposited in a chest did not inherently make it valid. Instead, this chapter has established that the production, use, and storage of acknowledgements was much more complicated than this. While no impediments were placed upon how creditors could lend money, or to whom (providing that they were adults), only one creditor could be named in a transaction from at least the late 1230s onwards. Equally, while the debtor would secure the transaction upon their lands and tenements, the creditor was not automatically entitled to unfettered access to these in the event of default. Most significantly, this chapter has argued that the authority of an acknowledgement was inexorably linked to the administrative systems at the *archae*. Without the clerks and chirographers who administered the *archae* the creditor would have no claim to repayment, a point which will be expanded upon in the next chapter. Equally, while the written record was important, a transaction was not worth the parchment that it was written on unless the debtor's seal was affixed to the foot of the relevant section of the chirograph. Nor was the written word the only way that debts could be recorded. Acknowledgements are, therefore, deceptively simple. They might be regarded as small repetitive documents, but the reality is that they were a convergence point for 'the Laws and Customs of the Jewry' which, when complied with, served to produce a document which was incredibly difficult to dispute.

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[261] Eyal Poleg, 'Review Article: Jews and the Documentary Culture of Medieval England', *The Library*, 20 (2019), 547.

Chapter Two: Writing Debt

2.1 Background

Samuel son of Aaron of Colchester and Sewal de Spineto appeared before the Justices of the Jews at Michaelmas Term 1219.[1] Samuel was seeking the repayment of a debt of £2 10*s* (50*s*) which Sewal's father, William, had borrowed from him. Having inherited the debt, Sewal disputed the validity of the acknowledgement by challenging the authenticity of the seal. Samuel responded with a request that the case be put to a jury of Christians and Jews who were to be familiar with the 'handwriting' (*cyrographum*) of the 'clerk' (*clerici*).[2] While Sewal's main point of challenge was directed towards the seal, Samuel was seeking to establish not only the veracity of the seal but also the credibility of the acknowledgement itself by showing that it had been written by a clerk of the Colchester *archa*. It is particularly revealing that Samuel sought to tie the authenticity of the record to the hand of the clerk who wrote it. Later in the thirteenth century there would be echoes of this when legislation was introduced permitting the production of Christian recognisances.[3] As Kitrina Bevan has recently argued, the introduction of the Statutes of Acton Burnell (1283) and Merchants (1285), saw 'the unique quality of clerks' hands […] officially recognised in English law'.[4] That the same thing was effectively done in relation to acknowledgements more than sixty years previously comes as a surprise given the administrative framework within which they were produced. A second case where the clerk's hand was the point at issue can be found in the legal records from 1275 showing the central position of the hands that wrote acknowledgements across this period.[5] Equally, it was relatively common in cases involving disputed debts for one or more of the parties to put themselves upon the judgement of the chirographers, and sometimes the clerks, of an *archa*.[6] Those officers would, presumably, have been able to comment upon whether the handwriting conformed to other

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[1] *CPREJ I*, pp. 6–7.

[2] TNA E 9/1: 'IMG_0007', *AALT*, available online at
http://aalt.law.uh.edu/AALT7/H3/E9no1/aE9no1fronts/IMG_0007.htm last accessed on 30 Dec. 18.

[3] On these see Pamela Nightingale, *Enterprise, Money and credit in England Before the Black Death, 1285–1349* (London, 2018), pp. 27–50.

[4] Kitrina Lindsay Bevan, 'Clerks and Scriveners: Legal Literacy and Access to Justice in Late Medieval England' (Exeter, unpublished PhD diss., 2013), p. 145.

[5] *CPREJ III*, p. 15.

[6] See, for example, *CPREJ I*, pp. 79, 93, 97, 121.

exemplars produced by the same clerk. This chapter seeks to do much the same thing, by identifying the clerks of the *archae* generally. As a result, it will be seen that although historians have not previously focused upon the clerks, much can be learned from studying them. Indeed, it will be argued here that in order to fully understand acknowledgements and their production, the clerks who produced them must first be studied.

2.2 Contexts

Before proceeding with this exploration of the *archa* clerks, two points of context must first be addressed. First, the *archae* system was established upon the premise that each chest would be administered by two Christian chirographers, two Jewish chirographers, and two 'scribes' (*scriptores*).[7] Crucially, the Articles of the Jewry did not specify who was selected for those offices, or how. Fortunately, the process can be reconstructed from the extant Plea Rolls of the Exchequer of the Jews and appears to have been the same irrespective of which office was being filled. In the first instance an order would be issued by the Crown to the sheriff of the relevant county, commanding that an election be held, 'by oath' within the local community to fill the vacant office.[8] Ordinarily this would be done by a jury of twelve. It was suggested by Robin R. Mundill that these juries would have been formed of six Christians and six Jews.[9] After all, it had been established since at least the end of the twelfth century that legal proceedings involving both Jews and Christians would be heard by representatives from both communities.[10] The evidence of *archa* elections is not that simple. Generally, if the size of the jury was given then it mentioned twelve citizens which would seem to refer to a jury consisting of Christians. Similarly, when a Jewish chirographer was elected to the London chest in 1273, the names of each member of the jury was provided, all of whom were Jews.[11] In that respect, it would seem likely that the Jewish and Christian chirographers were elected by their respective communities, rather than mixed juries as Mundill suggested. The process may not always have been initiated as expediently as the local community might have desired. This can be seen in a

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[7] *Chronica*, p. 266. The term which was consistently used during the thirteenth century was "clerk" and that will be used here too.

[8] See, for example, *CPREJ I*, pp. 69, 82.

[9] Robin R. Mundill, 'The "Archa" System and its Legacy after 1194', in Sarah Rees Jones and Sethina Watson (eds.), *Christians and Jews in Angevin England: The York Massacre of 1190, Narratives and Contexts* (Woodbridge, 2013), p. 149.

[10] *Foedera. Conventiones, Litterae, et Cujuscunque Geners Acta Publica*, ed. Thomas Rymer (London, 1816), p. 51.

[11] *CPREJ II*, p. 107.

case from 1273 when the 'community of Hereford' paid 4*s* (two bezants) 'that they may have a chirograph-clerk'.[12] Similarly, the Jews of Norwich paid 2*s* 4*d*, in 1275, to procure a writ for the same purpose.[13] The process by which clerks were chosen is far less clear, and it possible that these men were elected by mixed juries or, indeed, were more likely to be Crown appointments. It must be noted here that although the *archae* system was established by the Crown, the election process was modelled upon that which was employed within English civic communities. As Christian D. Liddy has argued, the end of the twelfth century and the beginning of the thirteenth century was a period of 'urban emancipation', during which time English towns gained 'the right to organize their own affairs free from routine interference'.[14] A direct consequence of that process was the right of towns to elect its own officials, who would be chosen from within the local community rather than being imposed by the Crown. It has long been understood that the Christian chirographers had often been, or would go on to be, elected to other civic offices.[15] As R. B. Dobson noted, for example, 'it may be significant that the two Christian chirographers [at York] were usually individuals who went on to become mayors, bailiffs or other office holders'.[16] Similarly, the Jewish chirographers were usually drawn from amongst the prominent members of the Jewry.[17] When the *archae* system is viewed as an extension of civic authority, rather than of the Crown's administrative apparatus, it becomes fairly obvious that this would be the case. The impression that the prominent members of the urban community were actively involved with Jewish affairs more generally is reinforced by the witness lists of Anglo-Jewish property deeds.[18] These show that the civic community more generally contributed to the administration of Jewish affairs, irrespective of whether they were chirographers. At Canterbury, for

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[12] *CPREJ II*, p. 51. It has been suggested by B. J. Cook that a bezant could have been valued at 2*s*, and that is the value which has been adopted here. B. J. Cook, 'The Bezant in Angevin England', *The Numismatic Chronicle*, 159 (1999), p. 255.

[13] *CPREJ II*, p. 243.

[14] Christian D. Liddy, *Contesting the City: The Politics of Citizenship in English Towns, 1250–1530* (Oxford, 2017). p. 89.

[15] On bailiffs, and members of the civic community, as chirographers see: V. D. Lipman, *The Jews of Medieval Norwich* (London, 1967), p. 77; R. B. Dobson, 'The Decline and Expulsion of the Medieval Jews of York', *Transactions of the Jewish Historical Society of England*, 26 (1974–8), p. 38.

[16] Dobson, 'Decline and Expulsion', p. 38.

[17] Lipman, *The Jews of Medieval Norwich*, p. 77.

[18] Most of those deeds, and their witness lists are calendared in *Medieval Jewish Documents in Westminster Abbey*, ed. Ann Causton (London, 2007).

example, a charter of 1261, which was witnessed by the leading men of the town, corresponds approximately with similar lists in the Anglo-Jewish charters produced at around the same time.[19]

There was one substantial difference between the officers appointed to administer the *archae* system and other urban officers. In the civic context, it could have been difficult for the Crown to intervene in the election of local officials.[20] Conversely, the nature of the *archae* system meant that, in some instances, the normal regulations could be superseded with a preferable candidate being appointed to the vacant position instead. At the London *archa*, for example, Walter of Wulward was appointed to 'the office of clerk' on the advice of the Lords Edward and Edmund in 1268.[21] Unlike officers elected to civic positions, there does not seem to have been any time limit placed upon the period of service. Indeed, unless they resigned one of the more common reasons for a position to become vacant was that the previous occupant had died.[22] Another common reason for the triggering of an election was that the official was unable to fulfil the obligations imposed upon him as a result of ill health, because of other draws upon his time, or because his competence or integrity had been called into question.[23] Just as it could appoint individuals, so too the Crown could remove them from office. Most extremely, the royal orders which were issued in 1239 summarily dismissed the staff of all of the *archae* on account of 'unrest' in the kingdom.[24] Consequently, elections needed to be held for the wholesale replacement of *archae* officers. At Nottingham, the order was issued on 16 May 1241 and an endorsement on the charter records that, on 9 June, new clerks and chirographers were elected.[25] As a case from York in 1273 demonstrates, if a chirographer felt that they had been unfairly removed, then the decision could be challenged with the payment of a fine. In that instance, the sheriff would be ordered to establish, by jury, whether the individual was fit to continue in their position.[26] The decision to remove an officer, or officers, did not necessarily have to originate with the king.

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[19] Canterbury Cathedral Archives A/A/6; WAM 9081, 9083.

[20] Liddy, *Contesting the City*, p. 89.

[21] *CPREJ I*, p. 150.

[22] See, for example, Ibid, pp. 69, 152.

[23] See, for example, Ibid, pp. 82, 107, 135.

[24] *De Antiquis Legibus Liber: Cronica Maiorum et Vicecomitum Lononiarum*, ed. Thomas Stapleton (London, 1846), p. 237. These reasons are explored in Section 1.3.

[25] WAM 9002. Details of those elected – chirographers and clerks – were added to the dorse of the order as an endorsement. Unfortunately, the same approach was not adopted at Colchester where a similar order has survived: WAM 9001.

[26] *CPREJ II*, p. 103.

Instead, members of the local community could also pay a fine for the same purpose, as occurred at Canterbury in 1273 in relation to the chirographer Thomas Man.[27] Nor did every member of the community necessarily aspire to be appointed to an *archa*. At Bristol, for example, William of Berwick (*Berwyk*) received a grant exempting him from being appointed to serve at that *archa*, or any other, against his will.[28] It must also be noted that from at least 1239, newly elected officers were required to swear an oath for their conduct in office.[29] The Plea Rolls of the Exchequer of the Jews also show that newly elected officials needed to provide two sureties for the same purpose.[30] Significantly, those requirements were imposed irrespective of whether an individual was elected by the local community or appointed by the king.[31] In the case of election, the sheriff would write to the king with the name of the elected official, as well as the names of his sureties.[32] Once that process had been completed, the new officer had the right to hold one of the keys to the chest. A writ could also be issued confirming him in that position, possibly upon receipt of a fine.[33]

The second point of context which must be addressed is the status of those who administered the *archae*. In theory, they should all have been equal, given that they were all (ordinarily) elected to the office in the same way, all provided the same guarantees, and all three pairs of officers would have held a key to one of the locks on the chest as well as a seal of office. In reality, there is a clear divide between the chirographers and the clerks within the sources. Royal orders to the *archae* were addressed to the Christian and Jewish chirographers and it was those men who were responsible for executing the orders and assisting royal officials who were assigned tasks relating to the chests.[34] Conversely, the clerks were conventionally only addressed directly in the event of a legal dispute which centred upon a defect which had occurred in the production of an acknowledgment. That difference in status can be explained by the way in which officers were elected. While the chirographers were drawn from the leading members of the civic and Jewish communities, the clerks were separate from that communal hierarchy. It is, therefore, hardly surprising that they were regarded differently from

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[27] *CPREJ II*, p. 49. The evidence for Canterbury is slightly complicated by the fact that one of the chirographers and clerks were both called Thomas Man and both left office in the same year.

[28] *CPR 1258–1266*, p. 129.

[29] *De Antiquis Legibus Liber*, 237.

[30] See, for example, *CPREJ I*, pp. 69, 135, 152.

[31] *CPREJ I*, p. 150.

[32] See, for example, *CPREJ I*, pp. 69, 135, 152.

[33] *CPREJ II*, p. 49.

[34] Lipman, *The Jews of Medieval Norwich*, p. 77.

the chirographers by contemporaries. What is more perplexing is that this division has been largely maintained within the historiography. While some work has been done on the Christian and Jewish chirographers of specific *archae*, the clerks have, in contrast, been largely omitted from those discussions. When Vivian D. Lipman reconstructed the staff of the Norwich *archa*, for example, he confined his list of officers to the chirographers, with the names of the clerks being briefly addressed in a separate section.[35] That is particularly unfortunate because, as will be seen, the evidence of the Norwich clerks is particularly good. Moreover, many of the sources for tracing them were edited by Lipman in the appendix of his volume. Such an approach has, regrettably, been all too common in previous studies, with the clerks only really being discussed by historians in instances where they were involved in prominent legal disputes.[36]

In order to identify as many *archae* clerks as possible, this chapter will build upon the doctoral work of Kitrina Bevan. She explored four distinct ways to identify and trace those who wrote medieval documents.[37] The same techniques are just as applicable to acknowledgements or, indeed, any medieval Anglo-Jewish documents. First, she considered the general environment within medieval towns to establish who was responsible for writing in a communal sense.[38] Where Bevan's examination linked the emerging office of the town clerk to the development of mercantile guilds, this study situates acknowledgement production within the wider context of the *archae* system. This task is made more manageable because a maximum of two clerks could be appointed to a given *archa* despite the large geographical and chronological scope of this study. The second method, used by Bevan to trace individual clerks, was an examination of eschatocol, or final, clauses within the main body of the text where the clerk could explicitly identify himself. Similarly, a scribal autograph might also be added to a document identifying the author.[39] Unfortunately for this study, scribal self-identification was a relatively rare practice before the fourteenth and fifteenth centuries.[40] In many respects both forms of scribal self-identification are related techniques which could be employed independently or in unison, differing from each other in only one key respect: an eschatocol would be included in the main body of the text, while an autograph would be situated alongside, but

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[35] Ibid, pp. 78, 86.

[36] See, for example, Mundill 'The "Archa" System', pp. 52–3.

[37] Bevan, 'Clerks and Scriveners', p. 127.

[38] Ibid, esp. pp. 81–90.

[39] Ibid, pp. 127–32.

[40] Ibid, p. 128.

independent of, the contents of the document. Having said that, the two types of signature will be considered together below. Significantly, while the eschatocol clauses could be considered in more general studies by using modern editions of the documents, no trace of the autographs can be found in those volumes.[41] This serves to further reinforce the importance of consulting the original manuscripts rather than relying upon modern calendars. Fourth, and finally, Bevan noted that an analysis of the internal features of acknowledgements – using palaeographic, codicological and diplomatic indicators – can be used to link documents to the same scribe.[42] The significance of diplomatic evidence for the study of *archa* clerks will be explored in the next chapter. As was noted in the introduction of this thesis, when acknowledgements are subjected to a palaeographical analysis, the results are most revealing. This chapter will adhere primarily to the model established by Bevan in order to trace, identify and explore the clerks who were responsible for writing acknowledgements during the thirteenth century.

2.3 The Officials

The most obvious way to establish who was responsible for producing acknowledgements is to identify those elected to the task. The Plea Rolls of the Exchequer of the Jews are particularly illuminating on that topic. The absence of a complete set of legal records which spans the entire period prevents the compilation of a comprehensive list of those officers. Even so, the election of new *archa* officials was conventionally included in the legal records, as was the name of the individual that they were replacing, meaning that much can still be learned by adopting this approach. Individual clerks might also be named in legal cases where an alleged procedural error had occurred in the production of an acknowledgement or, indeed, its integrity was called into question. In such an instance the clerk could be called to answer for that and, crucially, might be named. It must be noted that such cases are comparatively rare which is a testament to the integrity and competence of *archa* clerks in general. Where possible, the legal sources will be supplemented with material drawn from the charters produced by, or in relation to, the Anglo-Jewish community.[43] Significantly, for the purposes of this

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[41] The transcription of WAM 9154 in Lipman, *The Jews of Medieval Norwich*, p. 308 is an exception to this, although no context or explanation for the autograph is included and it is unclear that he recognised its significance.

[42] Ibid, pp. 67–71.

[43] The largest collection of such documents is held in the Westminster Abbey Muniments and transcribed or calendared in Lipman, *The Jews of Medieval Norwich*, pp. 187–312; *Medieval Jewish Documents in Westminster Abbey*.

study, the witness lists of those documents occasionally named an *archa* clerk, or clerks.[44] In some instances, it is also possible to trace the clerks beyond the Anglo-Jewish sources, in the same way that Lipman and Dobson did for the chirographers Norwich and York, respectively.[45] Consequently, this chapter will not only seek to identify who the individual clerks were, but also to establish why particular men occupied the office.

As has already been noted, the Plea Rolls of the Exchequer of the Jews are a particularly rich source for identifying individual clerks. These show that in 1244, John of Marefield (*Mardefeud*) was apparently appointed as a clerk at Leicester,[46] while at Hereford Thomas was already the clerk.[47] At the Winchester *archa* one of the clerks was identified, in 1248, as a man called Peter.[48] Similarly, a legal case in 1253 identified that John Sparry was 'sometime chirograph-clerk' of the York *archa*, with one of his sureties paying £2 (20 bezants) to be released from that obligation.[49] Two legal disputes in the 1270s show that John of St. Antholin's (*Sancto Antelmo / Antonio*) was a clerk of the London *archa* for at least nine years between 8 June 1261 and 26 November 1270.[50] His term of office would have overlapped with that of Walter of 'Wulward' who was appointed to the London *archa* in 1268,[51] while in the following decade Stephen of Shelfanger (*Shelfalngre*) replaced Peter the Tailor in 1274.[52] In Michaelmas Term of the same year Stephen and his colleague Elias, were replaced as the *archa* clerks by Richard Talyehaste and Hugh of Hengham, who subsequently went on to become a clerk of the

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[44] See below, esp. pp. 102–3.

[45] Lipman, *The Jews of Medieval Norwich*, p. 77; Dobson, 'Decline and Expulsion', p. 38.

[46] *CPREJ I*, p. 71. Presumably in the half of Leicester which had been controlled by Margaret de Quincy (d. 1235) given that Simon de Montfort had expelled the Jews from his half of the city in c.1231–2. On this see Maddicott, *Simon de Montfort*, pp. 15–16.

[47] *CPREJ I*, p. 75. On the case see Chapter One.

[48] *Select Pleas*, p. 20.

[49] *CPREJ I*, p. 129.

[50] *CPREJ II*, pp. 15, 289. Unfortunately, the roll for Trinity Term 1275 is too badly faded to now check that John was, indeed, *Antonio* and not *Antelmo* but in the 1273 roll, the latter was quite clearly used: TNA E 9/13 m. 5d available online at http://aalt.law.uh.edu/AALT7/E1/E9no13/bE9no13dorses/IMG_0029.htm accessed on 10 Sept. 2020. That there were not, in fact, two clerks with similar names can be established from the palaeographic evidence.

[51] *CPREJ I*, p. 150.

[52] *CPREJ II*, p. 146.

Exchequer of the Jews.[53] At Warwick, Robert Knut was identified as a clerk of the chest in 1268.[54] A case in the Plea Rolls of the Exchequer of the Jews identifies that Warner was one of the Lincoln *archa* clerks from at least 12 November 1262 until the date of the case in Easter term 1270 (and, presumably, beyond).[55] In the same case, the second clerk was identified as William, who seems to have entered the office after 1262. This is probably William the Foreigner (*le Waleis*) who was labelled in a charter of c. 1267–8 as a 'chirograph clerk' (*clerico cyrogrpahario*).[56] He still occupied his position at the end of our period, when he was named directly in legal cases from Trinity Term 1274 and Michaelmas Term 1275.[57] In 1273, the clerk of the Oxford *archa* was identified as Thomas,[58] while in the following year it appears that one of the clerks of the Bristol *archa* was John of the Temple, which may be a reference to Temple Church.[59] At Devizes, in 1275, it was ordered that two new clerks were to be elected, although it appears that only one (Philip Pouche) was chosen immediately.[60] In the same year, Alan Toche was identified as one of the clerks of the chest at Colchester.[61] While such references are interesting in terms of the local context of an individual *archa*, they do not add substantially to our understanding of the role of the clerks or their activities. More evidence is required to establish who the clerks were, what they did or did not do, or the approximate term of service of that individual. Fortunately, such evidence does exist in relation to some *archae* clerks.

At the Exeter *archa* in 1266, a new clerk needed to be elected because the incumbent, Roger of Molton (*de Moleyns*), was unable to fulfil the obligations of his office.[62] From R. C. Easterling's work on the civic officers of Exeter, it can be established that he was an official in Exeter in the late 1260s, identified as a bailiff and clerk of the town in 1266–7, 1268–9 and 1270–1.[63] In the context of Exeter,

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[53] Ibid, p. 181. Richard was also named at ibid, p. 280. *PREJ VI*, p. 193.

[54] *CPREJ I*, p. 189.

[55] *CPREJ II*, pp. 229–30.

[56] WAM 6729. The charter is undated but has been attributed to 1267–8 based upon the identity of the mayor and reeves in the witness list: Francis Hill, *Medieval Lincoln* (Cambridge, 1965), p. 382.

[57] *CPREJ II*, p. 293–4; *CPREJ III*, p. 15.

[58] *CPREJ II*, p. 49.

[59] Ibid, p. 198.

[60] *CPREJ III*, pp. 42–43.

[61] *CPRES II*, p. 236.

[62] *CPREJ I*, p. 135.

[63] R. C. Easterling, 'List of Civic Officials of Exeter in the 12th and 13th Centuries c. 1100–1300', *Report and Transactions of the Devonshire Association*, 70 (1938), pp. 481, 482.

this is particularly significant given that, by the final decades of the thirteenth century, the occupant of that office was styling himself as the 'chief bailiff' into which the role of 'principal town clerk' subsequently came to be incorporated by the beginning of the fourteenth century.[64] This allows Roger to be traced in the Exeter civic charters as well, and he has been identified as the clerk who wrote four charters between 1260 and 1266.[65] An entry on the scrutiny roll of the Exeter *archa* produced in 1276 shows that Roger also borrowed money from the Jews, having borrowed £8 (12 marks) from Jacob Copin on 7 September 1268.[66] That Roger can be traced in this way provides important evidence that an *archa* clerk could be drawn from amongst the ranks of those responsible for writing documents in a civic context. Given that Easterling's work identified Roger as a bailiff in 1266–7, it might be inferred that he was unable to complete his duties at the *archa* because he was otherwise occupied with his service to the city. Irrespective of the reason, the Crown issued an order for an election to be held which would choose Roger's successor, and he was duly replaced by Adam the Scrivener (*le Escrivein*).[67] While it is not possible to similarly trace Adam in Easterling's work, it might be inferred that he was a professional scribe based upon how he was identified. That Adam remained in office until at least the end of this period can be established from a case in the Plea Rolls of the Exchequer of the Jews.[68] As was seen in Chapter One, in 1274–5 it was alleged that Adam had produced a false acknowledgement, a charge which he was cleared of.[69] Not only does this case provide important evidence about one of the Exeter clerks, but it also provides us with significant information about the length of his service. From these references it can be established that he was in position for at least nine years.

The records of legal cases, such as the one in which Adam the Scrivener was involved, can prove particularly useful for tracing clerks. That is especially significant if no order of appointment is extant. This is most clearly seen at York, where Jacob of the Cemetery and Jeremy of Louth (*de Luda*) were commanded to appear before the Justices of the Jews in July 1272 with a number of *starrs*.[70] Unfortunately, the order was received too late for it to be enforced, and the case ran on for some time

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[64] Ibid, p. 459; Bevan, 'Clerks and Scriveners', pp. 85–6.

[65] Exeter Cathedral Archives, Vicars Choral 3384, 3093, 3007, 3006.

[66] TNA E 101/249/31.

[67] 'IMG_0005', *AALT*, available online at
http://aalt.law.uh.edu/AALT7/H3/E9no6/aE9no6fronts/IMG_0005.htm last accessed on 22 Dec. 2018.

[68] The main summary of the case can be found in *Select Pleas*, pp. 83–4.

[69] See Section 1.3.

[70] *CPREJ I*, p. 303.

afterwards, being delayed again in June and October 1273.[71] In the same year, Stephen of Altofts (*Eltaft*) paid 4*s* (2 bezants) for Jacob to be removed from office, with the Crown specifying that the details of his replacement should be returned by Michaelmas.[72] As was his right, Jacob challenged his removal from office with the payment of five gold bezants citing that no reason had been given for his dismissal.[73] The result of that appeal was not recorded but he was not subsequently identified as an *archa* clerk during our period. Conversely, Jeremy of Louth was still being identified as the clerk in 1275.[74] Such a prolonged case provides a useful way of identifying and tracing the clerks of a given *archa* but it is, unfortunately, unique. No other clerks can be traced so consistently through legal records as Jacob and Jeremy.

The best evidence for reconstructing the clerks appointed to a specific *archa* comes from Canterbury. In addition to several important entries in the Plea Rolls of the Exchequer of the Jews, several property deeds have also survived from the town which provide a glimpse of the clerks. In c.1242x1245 the *archa* clerks were identified as Columbine and Andrew.[75] It is possible that Columbine had been in office since 1240 when 'Columbine the clerk' was named in a similar witness list, but only explicit identifications are considered here.[76] Shortly thereafter, in 1248–9, William the clerk of Westgate was identified as an *archa* clerk, but it is not clear who he replaced.[77] A decade later William and his colleague had been replaced by Thomas Man and Roger the Clerk, who were named in a charter of 1258–9.[78] It is from this point onwards that the identities of the clerks become clearer within the sources. Thomas held the office for a relatively long period, given that he was only replaced at Michaelmas term 1273 when he was too busy to devote sufficient time to the *archa*.[79] That shows a career of at least fourteen years as an *archa* clerk, but he may well have served for longer. He was replaced by William, the son of William of Bury St. Edmunds who retained that position until at least

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[71] Ibid; *CPREJ II*, pp. 2, 30.

[72] *CPREJ II*, p. 62.

[73] Ibid, p. 103.

[74] Ibid, p. 295.

[75] WAM 9084, dated upon the basis of the bailiffs.

[76] WAM 6703.

[77] WAM 6710.

[78] WAM 9083.

[79] *CPREJ II*, p. 114.

the end of our period.[80] Likewise, Roger the clerk was still in office in 1265–6, appearing in a witness list as 'Roger the clerk of Westgate'.[81] He too had been replaced by 29 July 1269, when Richard the clerk held the office.[82] He was variously described as 'clerk to the bailiffs and to the Jewry', 'Richard the clerk', 'Richard the clerk of the town and of the Jewry'.[83] He might more firmly be identified as Richard the Large (*le Gros*) who, at Easter term 1270, the Crown ordered removed from office, to be replaced by William *de la Haghe*.[84] No reason was given for Richard's dismissal but the following entry demonstrates that the order was not enforced with sufficient speed, given that the sheriff and one of the Christian chirographers were commanded to appear before the Justices of the Jews to explain why the order had not been followed.[85] As will be explored below, the order was subsequently enforced, although only briefly given that Richard was once more identified as an *archa* clerk in a charter dated 1271–2.[86]

It does not fall within the scope of this thesis to attempt to trace the clerks of individual *archa* towns within the civic collections of medieval towns. As has been seen, only a limited number of *archa* clerks can be identified in this way. Equally, the existence of the office of town clerk is often difficult to establish prior to the fourteenth century, even for the largest urban centres. At York, for example, while it has been possible to establish the names of two of the *archa* clerks during the 1270s, a town clerk cannot be identified until 1317.[87] Even so, this discussion has demonstrated the necessity of situating *archa* clerks within the wider context of general civic records. One final case study serves to emphasise that, going forward, historians examining the *archae* system will need to consider the records produced within towns as well as the medieval Anglo-Jewish sources. As was seen above, it can be established from the Plea Rolls of the Exchequer of the Jews that John of the Temple was an *archa* clerk at Bristol in 1274. Nothing else can be learned of him from the records of medieval Anglo-Jewry, but when the town archives are consulted it can be seen, in a series of charters, that John wrote

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[80] Ibid. See Section 2.4 below.

[81] WAM 9081.

[82] WAM 6893.

[83] See, for example, WAM 6893, 6700, 6704.

[84] *CPREJ I*, p. 232.

[85] *CPREJ I*, p. 233.

[86] WAM 6704.

[87] D. M. Palliser, *Medieval York: 600–1540* (Oxford, 2014), p. 158.

documents in the town from at least the late 1240s.[88] He is not labelled as a town clerk in any of the extant records, but that John was probably the author of the charters is suggested from a palaeographic comparison of the documents. Clearly, therefore, John was an active producer of documents in Bristol during the third quarter of the thirteenth century, even if he did not occupy a formal position in the civic government. Although no acknowledgements survive from that centre, this provides an important insight into one of the clerks who would have been responsible for writing the documents. This also suggests that the trend which has been detected at Exeter and Canterbury presents a plausible context within which to understand the *archa* clerks more generally. Where the chirographers were drawn from the ranks of the urban elite, the evidence suggests that the clerks occupied a similarly important, if distinct, position within medieval towns. Considerably more research will be required to establish how far the hypothesis that clerks can be traced in civic contexts can go. Even so, this examination has shown that, at the very least, those men were drawn from the ranks of professional scribes already active in the towns, irrespective of whether that was an official position. To some extent, this is self-evident from the quality of the productions, which would have required some level of training. The practical implications of that training will be considered more fully in Chapter Three, where the diplomatic of acknowledgements is explored.

2.4 Scribal Self-Identification

The governmental records and charter sources can establish who the *archae* clerks were at specific times. To establish precisely who wrote individual records, it is necessary to consider the acknowledgements themselves. The most accurate way to make such a determination comes when a clerk identified himself within his production. As has already been noted, this was not a common feature of official records during the thirteenth century.[89] Nor was it a standard element of acknowledgements either, given that only thirty-two (9.20%) include some form of scribal self-identification. This was, to use the terminology of the next chapter, a local formula which is only present in the productions from Norwich and, more sporadically, Canterbury. All except one of the twenty-five Norwich acknowledgements include the name of the clerk, while only eight (15.69%) of the Canterbury documents includes scribal self-identification. At will be argued below, the absence of such evidence in many of the Canterbury documents should not necessarily be used as evidence that less importance was placed upon the feature here than at Norwich. It must also be noted that the

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[88] Bristol Archives, P.AS/D/CS/N/2; P.AS/D/F/6, 7, 8; P.AS/D/WSS/N 1, 2; P.St E/D/1.

[89] John Hodson, 'Medieval Charters: The Last Witness', *Journal of the Society of Archivists*, 5 (1974), pp. 71–75.

identity of a clerk who wrote a given acknowledgement cannot be inferred from the text of a document, unlike many medieval charters, they do not conventionally include a witness list.[90]

By far the best evidence for the use of eschatocol clauses comes from Norwich, even if the reason for this is unclear. As Table One highlights, three Norwich *archa* clerks identified themselves. There it was standard practice to insert the formulaic 'by the hand of…' (*per manum…*) at the conclusion of the text. This phrase is absent from only two of the Norwich acknowledgements, with one of these likely being to result of the significant damage that the acknowledgement has suffered rather than an omission.[91] The second acknowledgement is also the earliest, by some fifty years, having been produced in c.1201–3. Unfortunately, the large chronological gap between this one and the next surviving acknowledgement makes it impossible to establish when clerks began identifying themselves. Possibly it was a practice which originated in the 1220s (if not earlier), given that Lipman suggested that the Norwich Day-Book roll for December 1224 to January 1225 was maintained by Andrew Wascelin.[92] Upon this basis, he concluded that Andrew was one of the *archa* clerks, but the Articles of the Jewry had been very clear that the keeper of the roll was to be separate to the two clerks who wrote acknowledgements.[93] The first clerk who can be definitively identified as a clerk who administered the Norwich chest is 'Alexander the Clerk', who recorded a transaction on 4 February 1250.[94] No other acknowledgements produced by him have survived, but he was still in office on 12 April 1257 when he included the same eschatocol in a charter.[95] By the late 1250s the sources begin to survive more consistently, which allows the clerks to be traced more precisely. Seven acknowledgements survive in which Roger of Hemsby identified himself as the clerk, placing him in office from at least 18 March 1258 until at least 19 June 1275.[96] Given his longevity, it seems likely that when the Norwich community sought permission to hold an election for a new clerk that year, it was Roger who was being replaced.[97] Similarly, fifteen acknowledgements have survived which were

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[90] Ibid, p. 72.

[91] WAM 9155.

[92] Lipman, *The Jews of Medieval Norwich*, p. 84.

[93] Ibid; *Chronica,* p. 266.

[94] WAM 9018.

[95] WAM 9108.

[96] WAM 6696, 6880, 9035, 9038, 9040, 9041, 9154.

[97] *CPREJ II*, p. 243.

produced by Geoffrey of Southgate as the clerk between 11 November 1269 and 4 October 1275.[98] Crucially, for this discussion, Elizabeth Rutledge's work established Geoffrey was a town clerk of Norwich at the end of the century, following the pattern which was established above.[99] Again, this provides important evidence that acknowledgements need to be understood in the context of civic document production. Moreover, the chronology of the surviving acknowledgements confirms that Roger and Geoffrey's careers overlapped by at least six years, as would be expected given the nature of the *archae* system.

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[98] WAM 6699, 9044, 9045, 9048, 9055, 9122, 9129, 9134, 9136, 9138, 9141, 9149, 9151, 9152, 9153.

[99] Elizabeth Rutledge, 'Lawyers and Administrators: The Clerks of Late-Thirteenth-Century Norwich' in Christopher Harper-Bill (ed.), *Medieval East Anglia* (Woodbridge, 2005), p. 90.

Table 2.1: Clerks' Self-Identification (I) – Eschatocol Clauses

Archa	Clerk	Eschatocol Clause
Norwich	Alexander the Clerk (1)	
Norwich	Roger de Hemsby (7)	
Norwich	Geoffrey of Southgate (15)	
Canterbury	Richard the Clerk (4)	
Canterbury	William Isely (3)	

The Norwich evidence is significant for three reasons. First, it provides a clear indication that *archa* clerks could remain in their posts for substantial periods of time. Alexander and Geoffrey occupied their positions for at least seven and six years respectively, based upon their self-identification, while Roger served for a minimum of seventeen years. This corresponds to what is known of medieval scribes more generally, who could remain in their positions for reasonably substantial periods.[100] Second, it is significant that such a feature can be traced in the Norwich documents from at least the mid-thirteenth century, given that it was only in the final decade of the century that chancery clerks were advised to include a signature.[101] Third, in the general context of thirteenth-century documents M. T. Clanchy has noted that '[s]cribes of English charters identify themselves in only a minority of cases, and the variety of ways in which they do so suggests that there was no uniform purpose or training behind such identifications'.[102] This makes the Norwich acknowledgements particularly significant because three separate clerks, over an extended period, employed exactly the same formula in all of their productions. This, in turn suggests that the clerks themselves were trained to include the feature and that it was a significant feature.

While the eschatocol clause was a consistent feature of the Norwich acknowledgements, autographs were not. Indeed, only two documents, both of which were produced by Roger of Hemsby, also include an autograph, both in addition to the self-identification clause.[103] His autograph was an 'R', contracted from Roger, which was proceeded and followed by a dot on either side (see table 2). This would seem to reflect a personal development on Roger's part given that Geoffrey did not also start including an autograph. The only two acknowledgements which included Roger's autograph are also the latest of his productions, dated 20 June 1274 and 19 June 1275, respectively. A lacuna in Roger's productions after 25 September 1269 means that it is only possible to conclude that Roger started inserting this addition at some point during the early 1270s.[104] This is a particularly significant development in the context of one of the surviving acknowledgements, because damage to it has

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[100] One Exeter clerk in the mid-thirteenth century occupied various official writing offices for more than two decades: Bevan, 'Clerks and Scriveners', p. 85.

[101] Ibid, p. 133.

[102] M. T. Clanchy, *From Memory to Written Record: England, 1066–1307* (London, 2013), pp. 306–307.

[103] WAM 9154, 9155.

[104] WAM 9038, which is dated 25 September 1269, does not include an autograph so the change must have occurred in the following decade.

irrevocably destroyed the eschatocol clause.[105] The autograph, which was included in the right-hand quarter of the document, confirms that it was one of Roger's productions.

Table 2.2: Clerks' Self-Identification (II) – Autographs

Archa	**Clerk**	**Autograph**
Norwich	Roger de Hemsby (2)	
Canterbury	Richard the Clerk (5)	
Canterbury	William Isely (3)	
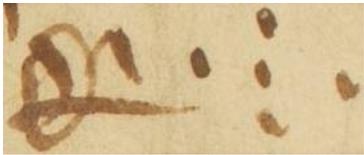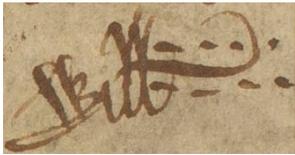
The Canterbury evidence is less definitive, if no less important. Of the eight acknowledgements produced there which include some form of scribal self-identification, seven include an eschatocol clause, from which two clerks can be identified (see Table One). Unlike at Norwich, the formula deployed here was more elaborate. While its phrasing varied for the two clerks, in essence it remained the same: 'And I […] sworn clerk wrote this charter…' (*Et ego* […] *clericus juratus scripsi hanc cartam…*).[106] In this way, Richard the Clerk and William Isely identified themselves within their productions. As was seen above, both men can be identified in the legal and charter sources.[107] Although Richard was ordered out of office in 1270, the four acknowledgements which included his eschatocol clause date to between 8 March 1273 and 4 July 1273.[108] The more illuminating eschatocol clauses are those which William Isely included in his acknowledgements. As was seen above, Thomas

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[105] WAM 9155.

[106] WAM 9118.

[107] See Section 2.3 above.

[108] WAM 9104, 9118, 9119, 9120.

Man was not replaced until Michaelmas term 1273 but William's acknowledgements date to between 14 April and 4 July 1273.[109] This shows that William was producing acknowledgements several months before he was elected, and sworn in, to replace Thomas. One possibility is that the replacement happened earlier than the entry in the Plea Roll of the Exchequer of the Jews suggests. This seems unlikely, since Thomas Man was still producing acknowledgements in the summer of 1273.[110] Alternatively, it is possible that it could be connected to the reason why Thomas was replaced in the first place. After all, the reason given for Thomas's departure from the office was that he was occupied with 'other matters'.[111] It is possible, therefore, that William was initially acting in an interim capacity, which might explain why he included the eschatocol at all, and subsequently replaced Thomas on a permanent basis by the end of 1273. It is also important to note that William identified himself in a slightly different way to all of the other examples that have been considered so far. While others inserted the eschatocol clause after the date, William added his immediately before. Even so, the clause was clearly introduced in the same way for the same purpose.

It seems clear, therefore, that the clerks of the Canterbury *archa* identified themselves less frequently than their Norwich counterparts. This conclusion could be used to support Clanchy's argument that the inclusion of scribal signatures in thirteenth-century documents was inconsistent. Conversely, it could be argued that the signature was not omitted from the remainder of the acknowledgements but, rather, was superseded by another feature. All except two Canterbury acknowledgements produced in the 1270s included an eschatocol clause specifying who the transaction had been 'received by' (*receptus*).[112] There are two obvious explanations for this. The first is that the clerk wanted to identify who had actually deposited the record in the *archa* since 'the Law and Custom of the Jewry' required that to be done by one of the Christian chirographers.[113] Second, and more likely in this instance, it could have been included in the event that the record was not immediately entered into the *archa*. As such, the clerk was establishing who had legal responsibility for the record until it was admitted into the chest. It might also be significant that it was from the early 1270s onwards that this feature came to be inserted in the Canterbury acknowledgements. This

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[109] WAM 9123, 9124, 9126.

[110] WAM 9125, 9127. The palaeographic evidence from Canterbury, including a breakdown of the hand of each clerk, is contained in Dean A. Irwin, 'The *Archae* System Revisited', *Medieval Encounters* (forthcoming)

[111] *CPREJ II*, p. 114.

[112] See, for example, WAM 9091, 9105, 9159.

[113] See Section 1.11 above.

coincides with the royal order that Richard the Large be removed from office.[114] While no reason was given for his removal, it is possible that it was related to the circumstance which prompted the inclusion of this feature, although it is not possible to ascertain what this might have been.

The evidence for the inclusion of autographs is more concrete at Canterbury than is the case with the Norwich acknowledgements. Indeed, every instance of an eschatocol clause being used, naming the clerk who wrote the document, is accompanied by an autograph. In the case of Richard, that took the form of an 'R' followed by an emblem of five dots – one central point, surrounded by a single dot above and below, and to the left and right (see table two). There is also an example of Richard's autograph on an acknowledgement where it was the chirographer who received the document who was named in the eschatocol clause.[115] This seems to lack consistency, given that it is unclear why some acknowledgements included an autograph, while it was absent from others. Conversely, all of the acknowledgements produced by William Isely which include an eschatocol clause, naming himself, also had his autograph added. This was slightly more elaborate than Roger of Hemsby's or Richard the Clerk's. Where their autographs had contracted their names to the first initial, alongside some kind of emblem, William's consisted of his name, contracted to 'Will'' with the line denoting the contraction being extended and surrounded by four dots above and below it (see table two). Consequently, it seems clear that while there could be some variances in the phrasing of the eschatocol for both Canterbury clerks, their autographs were applied in a consistent format. That the dots were added so consistently in the autographs of all three clerks shows that it was a deliberate act rather than a superfluous addition. That the same precision was employed in all of the examples of scribal self-identification cited above shows that for contemporaries this was a significant feature. For historians it is even more important, because it allows us to trace the productions of five clerks at two centres.

2.5 Locating the *Archae*

The preceding discussion has emphasised how the *archae* were administratively separate from the royal system of regulating the Jews by tracing, and identifying, the clerk who administered them. The remainder of this chapter will approach this jurisdictional question from a different angle, by establishing where the chests themselves were held. While the Crown was ultimately responsible for the regulation of the chests, they were operated by members of the individual civic and Jewish communities. It must also be noted that the *archae* were also physically separate from the royal

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[114] *CPREJ I*, pp. 232–3.

[115] WAM 9116.

jurisdiction. They were not, as has sometimes been assumed stored in royal castles.[116] Instead, the chests appear to have been held in the towns that they served, usually in the house of one of the chirographers, and this conforms with the model established above.[117] As has been argued throughout this chapter, the *archae* were not the 'local branches' of the Exchequer of the Jews, nor an extension of its authority into the provinces.[118] Unfortunately, while a large amount of source material has survived detailing the administration of the *archae*, their actual location is not usually given, except in instances where they were targeted during periods of violence. In that respect, the best evidence for locating individual *archae* comes from the 1260s, during the period of baronial revolt.[119] During this period the rebel barons targeted a number of Jewish communities and the *archae* became a particular target of the rebel barons, as will be explored for the remainder of this chapter. The Jews, and by extension the *archae*, were most vulnerable when royal authority was at its weakest. A particularly important period in that sense are the six weeks between the battles of Northampton (4 April 1264), a royalist victory which saw the capture of a number of prominent rebel barons and of Lewes (14 May), where Henry III, the Lord Edward and Richard of Cornwall were captured by de Montfort's forces. As a result, the earl of Leicester became the *de facto* head of England's government for the next fifteen months, while Henry was kept as a figurehead. In respect to the Jews the new regime issued orders of safe conduct to a number of communities and, as will be seen, the status quo was largely maintained.[120] The escape of the Lord Edward at the end of May 1265 caused the resumption of hostilities, culminating in Edward's decisive victory over the Montfortians at the battle of Evesham on 4 August. This saw the restoration of the Henrician regime, but the Jews were once more targeted with violence. Immediately prior to the battle, there had been attacks on the Jews, as at Winchester at the end of July,[121] and these escalated in the months that followed Evesham, conducted by men who had lost everything with the fall of de Montfort. After Evesham, the Crown confiscated the lands of many of the rebels, making them 'the Disinherited' and they were only restored to their lands (in

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[116] *Medieval English Jews and Royal Officials: Entries of Jewish Interest in the English Memoranda Rolls, 1266–1293*, ed. and trans. Zefira Entin Rokéah (Jerusalem, 2000), p. 78 fn. 66; V. D. Lipman, 'Jews and castles in medieval England', *TJHSE*, 28 (1981–2), p. 12.

[117] See, for example: Robin R. Mundill, 'Rabbi Elias Menahem: a late-13th-century English entrepreneur', *JHS*, 34 (1994–6) p. 166.

[118] Charles Gross, 'The Exchequer of the Jews of England in the Middle Ages' in *Papers Read at the Anglo-Jewish Historical Exhibition* (London, 1888), p. 181; *PREJ VI*, pp. 6–7.

[119] A good overview of the period is Sophie T. Ambler, 'Simon de Montfort and King Henry III: The First Revolution in English History', *History Compass*, 11 (2013), pp. 1076–1087.

[120] See, for example, *CPR 1258–1266*, pp. 320–1, 322, 421–2.

[121] '*Annales de Waverleia*' in *Annales Monastici*, ed. Henry Richards Luard, 5 vols. (London, 1865), ii, p. 363.

return for the payment of large fines) with the Dictum of Kenilworth in June 1267.[122] Ironically, to meet the impositions which were placed upon them by the Crown, many landholders were forced to resort to Jewish credit, and some of these men can be traced in the corpus of acknowledgements. Saer de Harcourt had, for example, been pardoned of his obligations to Cresse son of Genta by de Montfort but in the following decade he was indebted to Hagin son of Cresse, from whom he borrowed £20 on 27 November 1271.[123]

Crucially, for the purposes of this discussion, a number of the governmental and narrative accounts of attacks on individual Jewish communities provide details which directly or indirectly locate an *archa*. Consequently, it is not the attacks themselves which are of importance here but, rather, the way in which they allow historians to access the *archae*. The first attack on a Jewry came a month before the battle of Northampton, on 28 February 1264, when Robert de Ferrers (earl of Derby), Peter de Montfort and Simon de Montfort Junior attacked the city of Worcester.[124] Once within the town they sacked it, excepting only the cathedral from the destruction.[125] This included the Jewry, with individual Jews being either captured and imprisoned or simply killed in the ensuing violence.[126] This is a fairly typical example of the chronicle accounts which are considered in this chapter, which usually include attacks on the Jewry as the final part of the wider summary of the attack on the town more generally. The authors were, after all, less concerned with the attacks on the Jews *per se* than with the impact on the town more generally, and the relationship of the Jews to the Crown also served to exacerbate the implications of these attacks. In this respect, references to the *archa* in the chroniclers' accounts might be incidental or, indeed, a recognition of the impact on the Crown rather than the Jews. Even so, when multiple accounts are considered together, especially in conjunction with the Close and Patent Rolls, it is usually possible to make an assessment about where the chest was stored. So it is with Worcester. It is likely that the Worcester *archa* was neither stored in the castle, nor was it carried there for security at the outbreak of hostilities. The author of the *Flores Historiarum* adds that the rebels entered the town through the 'old castle' (*vetus castrum*), with the castle simply being

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[122] On this period see C. H. Knowles, 'The Resettlement of England after the Barons' War, 1264–67', *Transactions of the Jewish Historical Society of England*, 32 (1982), pp. 25–41.

[123] *CPR 1258–1266*, p. 628; TNA E 210/1362.

[124] '*Annales Prioratus de Wigornia*' in *Annales Monastici*, ed. Henry Richards Luard, 5 vols. (London, 1869), iv, p. 448.

[125] Ibid, pp. 448–9.

[126] Ibid, p. 449.

used as the launchpad for the attack on town. [127] What happened to the chest following the sack of the town can be established in an entry in the Close Rolls dated to 13 December 1264.[128] Specifically, de Ferrers had the *archa* removed to his castle at Tutbury,[129] where it remained until after the battle of Northampton, when the Lord Edward retrieved the chest and sent it to Bristol.[130] Fortunately, the chest was returned to Worcester in December, otherwise it might have suffered the same fate as the Bristol *archa* which was subsequently burned.[131] Clearly then, the statement which was made above, that the *archa* was not usually held in the local castle, needs to be clarified. There is some evidence that individual chests could be stored in castles, sometimes for extended periods, but this was in exceptional circumstances and only when the *archa* had been explicitly targeted.

Following the rebels' defeat at Northampton, the Jewish communities at London and Canterbury were targeted. The former was widely noted in the chronicles as having occurred around Palm Sunday (13 April 1264).[132] According to the Dunstable Annalist, Simon de Montfort had left London and was en route to Northampton when news reached him at St. Albans that the Jews were plotting to destroy London with Greek fire.[133] Consequently, his forces returned to London, attacking the community on the day before Palm Sunday (12 April).[134] That this attack focused on moneylenders can be established from the chronicle of Thomas Wykes, who records that Cok son of Abraham, one of the most prominent members of the London Jewry, was killed by John fitz John personally.[135] For the purposes of this discussion arguably the most important account of these events comes from the Chronicles of the Mayors and Sheriffs of London, which places the events in the week before Palm Sunday.[136] This includes a description of the attack on the Jews, with the author suggesting that as

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[127] *Flores Historiarum*, ed. Henry Richards Luard, 3 vols. (London, 1890), ii, p. 487. Admittedly, the castle was in a dilapidated state so even if the *archa* had been held there it is doubtful that it would have afforded it much security.

[128] *CCR 1264–1268*, pp. 83–4.

[129] Ibid.

[130] Ibid, p. 83. On the capture of Tutbury by Edward see '*Annales de Dunstaplia*' in *Annales Monastici*, 5 vols., ed. Henry Richards Luard (London, 1866), iii, p. 230.

[131] *CPR 1266–1272*, p. 13.

[132] On the dating of the attack see Samuel K. Cohn, Jr., *Popular Protest in Late Medieval English Towns* (Cambridge, 2013), p. 277.

[133] '*Annales de Dunstaplia*', p. 230.

[134] Ibid.

[135] '*Chronicon Vulgo Dictum Thomae Wykes*' in *Annales Monastici*, iv, pp. 142–3.

[136] *De Antiquis Legibus Liber*, p. 62.

many as 500 Jews were killed, with the survivors fleeing to the protection of the Tower. Significantly, the account also records that they carried the chest (*arca Cyrographorum*) with them.[137] The implication is that in 1264 the *archa* was held somewhere within the Jewry. In contrast, by 1270 the London *archa* seems to have been held in the house of Master Elias, son of Master Moses, which would have placed it slightly further south in modern day Cannon Street.[138] What happened to the chest once it entered the Tower in 1264 is unclear. It seems probable that the *archa* remained within the confines of the castle, given that Robert de Culworth, who held the Tower from Hugh Despenser during this period, drew some debts out of the chest.[139] Had it been removed to the Jewry prior to Evesham then this would, presumably, have been more difficult. The distinct possibility that the *archa* might have remained in the Tower has implications for this study, because it would mean that a single acknowledgement within our corpus, dated 5 August 1265 (the day after Evesham), was produced at the Tower.[140] In practical terms, this had no impact on the document at all, which is otherwise indistinguishable from other examples of acknowledgements for that period and, indeed, was produced by one of the same clerks as would have done so previously: John of St. Antholin. Yet, in the context of this study, it is important because it serves to highlight just how rare acknowledgements produced in a castle were. Indeed, of the 348 acknowledgements which form part of this corpus, it is only possibly to suggest (but not confirm) that one was probably written in a castle.

Following the attack on the London Jewry, the rebel barons headed into Kent where they besieged the town and castle of Rochester.[141] This target was chosen because royalist forces were poised to attack London in the event that the Jews had been able to seize control of the city, according to the Dunstable annalist.[142] It was presumably at some point after this that the Canterbury Jewry was attacked by Gilbert de Clare, earl of Gloucester, and the *archa* was seized.[143] If it was indeed Gilbert then this allows us to date these events relatively accurately to the week beginning 21 April.[144] Uniquely, we know precisely where the Canterbury *archa* was held because, following the restoration

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[137] Ibid.

[138] *CPREJ I*, p. 300.

[139] *Select Pleas*, pp. 38–9.

[140] TNA E 210/38.

[141] See, for example, '*Annales de Dunstaplia*', pp. 230–1.

[142] Ibid, p. 230.

[143] Ibid.

[144] For the dating of the attack see Irwin, 'The *Archae* System Revisited'.

of Henry III's government after Evesham, an order was issued 25 October 1265, detailing that the chest had been seized from the house of Simon Pable.[145] This led both Michael Adler and Robin Mundill to assume that Simon must have been one of the chirographers of the Canterbury *archa*, although there is no evidence to support this in the charter sources.[146] If he cannot be identified as a chirographer, he can, at the very least, be associated with the office of bailiff which he occupied in 1261–2 and again in 1269–70 and 1271–2.[147] This presents a possibility which has not previously been considered in the historiography, but fits perfectly into this discussion of the role of the civic community in administering the *archae*. That is, instead of necessarily having been stored in the house of one of the chirographers, the chest could have been stored in the property of a leading member of the civic community. Admittedly, this is something of a grey area given the tendency of individuals to serve as both chirographers and civic officers. This would also give the impression that that *archa* was held in the Jewry because, as the work of Sarah Rees Jones has shown, medieval towns were divided according to economic boundaries, meaning that people of approximately the same rank would likely have lived in close proximity to each other, irrespective of their religion.[148] In that respect, although no evidence has survived allowing us to locate the York *archa*, we would expect it to have been located on (or near to) Coney Street. From Simon's house, the Patent Roll entry records that the Canterbury *archa* was carried to Dover.[149] This must refer to the castle, which had been in rebel hands since 1263, despite several attempts by the king to reclaim it.[150] The chest cannot have remained there for long, however, because on 23 December another debt was recorded at Canterbury, following the previous procedures, which suggests that it had been brought back to the town by that point.[151]

Following de Montfort's victory at Lewes the attacks on individual Jewish communities, as has been seen, ceased. It was only in the aftermath of the Lord Edward's escape that these attacks began

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[145] *CPR 1258–1266*, p. 470.

[146] He was not one of the chirographers in the following year: WAM 9081.

[147] William Urry, *The Chief Citizens of Canterbury* (Canterbury, 1978), pp. 34, 35, 36. Simon was also elected in 1259–60, but this was disputed, and he was removed from office. It is also worth noting that in 1279, Simon was listed as one of the members of the jury for the town of the Canterbury during the Hundred Rolls enquiries.

[148] Sarah Rees Jones, 'Neighbours and Victims in Twelfth-Century York: a Royal Citadel, the Citizens and the Jews of York' in *Christians and Jews in Angevin England*, esp. pp. 24–5.

[149] *CPR 1258–1266*, p. 470.

[150] '*Gesta Regum Continuata*' in *The Historical Works of Gervase of Canterbury*, ed. William Stubbs, 2 vols. (London, 1880), ii, p. 223, 229, 230, 232–3.

[151] WAM 9036.

again and, as was discussed above, the most significant attacks occurred after Evesham. In relation to the *archae* these were of a rather different character than the earlier ones. In 1264, as has been observed, the rebels seized the chests and held them for their own benefit (whether that be cancelling their own debts or having leverage over other debtors as well as Jewish creditors). With the defeat at Evesham, the attackers shifted to actively destroying the chests, or more precisely, their contents to remove the evidence of their indebtedness. This shift is most obviously seen in the attack on the Lincoln Jewry, which occurred when the Disinherited who had gathered there, led by Baldwin Wake and John de Eyville, left the relative safety of the Isle of Axholme for Lincoln.[152] Both Walter of Guisborough and Pierre of Langtoft place these events in April 1266, although Fergus Oakes's work suggests that these events occurred slightly later.[153] Once there the attackers commenced by besieging Lincoln castle before attacking the town and Jewry.[154] This suggests that they entered Lincoln from the north and targeted the castle first before moving down Steep Hill to attack the inhabitants of the city. Langtoft tells us that the *archa* and the charters contained in it were removed.[155] Clearly, the entire contents of the *archa* were destroyed, because not a single document has survived within the Westminster Abbey Muniments collection from before the attack. Arguably the more interesting description of the events comes from Walter of Guisborough. He notes the attack on the Jewry and adds specifically that the synagogue was targeted and there the Jewish 'the book of law' (*librum legis*) was torn.[156] This might be interpreted as gratuitous violence which was religiously motivated. Within the context of Anglo-Jewish moneylending activities, a rather different explanation presents itself. According to the Articles of the Jewry (1194), the Jews were to swear on their 'rolls' not to conceal anything, as well as speaking to the veracity of their debts. Consequently, what we see at Lincoln in 1266 across the two chronicle accounts is a specific attack on moneylending. The destruction of the *archa* simply destroyed the evidence of outstanding debts, while it might have been hoped that the religious texts would prevent new debts from being transacted. Irrespective of the reasons, this account, and the others which have been explored in this chapter, demonstrate several

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[152] *Calendar of Inquisitions Miscellaneous (Chancery)*, 8 vols. (London, 1916), i, p. 107. The inquest also concludes that they were joined in the attack by Walter de Escures, Geoffrey son of Ralph of Bradele and Robert of Kyrketon.

[153] Fergus Peter Wilfred Oakes, 'The Nature of War and its Impact on Society during the Barons' War, 1264–7' (Glasgow, unpublished PhD diss., 2015), p. 185 fn. 56.

[154] *Inquisitions Miscellaneous*, p. 107; Pierre Langtoft, *The Chronicle of Pierre de Langtoft*, ed. and trans. Thomas Wright, 2 vols. (London,1868), ii, pp. 150–1; *The Chronicle of Walter of Guisborough*, ed. Harry Rothwell (London, 1957), pp. 203–4.

[155] *Pierre Langtoft*, p. 151.

[156] *Walter of Guisborough*, p. 203.

things. First, there is no evidence that any of the *archae* were ever held in castles, except in exceptional times. Second, it reinforces a point which has been made throughout this chapter: that the production of acknowledgements was, in every respect, a civic enterprise, which involved the towns and their citizens moreover generally, with the Crown simply operating a regulatory position.

Chapter Three: The Language of Debt

3.1 Introduction

The case which Thomas of Charlecote brought against Licoricia of Winchester in Easter term 1253 was explored extensively in Chapter One of this thesis.[1] In the context of the present chapter, it is worth revisiting the case again because a central element of Thomas's case was that one of the acknowledgements was found to contain textual irregularities.[2] Therefore, Peter, the clerk who had written the acknowledgement at Winchester, was called to appear before the Justices to account for the defects.[3] He defended that he had copied the document from an exemplar which had been supplied to him by Licoricia so he could not be held responsible for the errors.[4] This is the only surviving evidence showing that acknowledgements might be copied. It comes as little surprise that this should have been the case, given their consistency over the eighty-one-year period of this thesis. Indeed, irrespective of place or date of production all of the acknowledgements in our corpus say broadly the same thing. This led Vivian D. Lipman, in his discussion of the Norwich acknowledgements, to remark that 'the phrasing of these documents is so similar as to suggest the use of a stock form'.[5] Moreover, the introduction of the Articles of the Jewry in 1194 coincided with a period of standardisation in English document production.[6] By the end of the twelfth century, formularies had been introduced to England and they became more common during the thirteenth century.[7] These supplied clerks with templates for all manner of documents that they might be asked to write. This is the context within which acknowledgements must be understood. After all, the Charlecote case was less concerned with *what* the chirograph said than with *how* it was said. The entry makes clear that 'the tenor [*tenore*] of the said chirograph' was wrong.[8] It was not enough for an acknowledgement to be produced according

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[1] *Select Pleas*, p. 19–27.

[2] Ibid, p. 21.

[3] Ibid.

[4] Ibid, p. 23.

[5] V. D. Lipman, *The Jews of Medieval Norwich* (London, 1967), p. 86.

[6] Discussed in the introduction to this thesis.

[7] Martha Carlin and David Crouch, *Lost Letters of Medieval Life: English Society, 1200–1250* (Philadelphia, 2013), p. 4.

[8] *Select Pleas*, p. 26.

to the 'Laws and Customs of the Jewry' and to be written by an elected clerk. The text of the acknowledgements also had to conform to contemporary standards of document production. This can also be seen in the Annals of Dunstable where an acknowledgement was invalidated in 1221 because of problems with the document's 'grammar' [*grammaticam*].[9] Consequently, this chapter will examine the diplomatic of acknowledgements to establish precisely how the text of the documents was constructed. As a result, it will be seen that, while all acknowledgements are broadly the same textually, the idiosyncrasies of the clerks who wrote them are visible. Equally, while some elements of the text were included in acknowledgements across the country, others are specific to an individual *archa* or group of *archae*. It might be best, therefore, to think in the terms recently outlined by Ulla Kypta, who argued that clerks were not just trained how to write documents but, significantly, to think *as* clerks.[10] This chapter will adopt a three-tiered approach by considering the national, local, and individual characteristics of the diplomatic of acknowledgements. Ultimately, it will be seen that although there are many similarities between all of the acknowledgements considered in this thesis, they each contain subtle differences which are by-products of where, when and by whom they were produced.

Two important distinctions between this chapter and the rest of this thesis must be highlighted from the outset. First, this study commences from 1194, the year in which the Crown first started regulating the records generated by Jewish moneylending activities. That need not be the case in this chapter. For all that the Articles of the Jewry addressed how acknowledgements were to be produced and stored, nothing was said about the contents. Moreover, although subsequent statutes had implications for the text of acknowledgements, such as how much interest (*lucrum*) could be charged, no piece of legislation was ever introduced to regulate the language of debt. Nor was that necessarily required. To a large extent, the particulars which needed to be included in a contract remained the same irrespective of whether the production of records was regulated or not. Equally, as was seen in Chapter Two, *archa* clerks were often experienced in the writing of documents within an urban context. In this chapter, that training becomes more important because it serves to explain the consistency with which acknowledgements were produced. Here, it will be necessary to consider the bonds produced prior to 1194 in order to fully understand the emergence and development of the diplomatic of acknowledgments between 1194 and 1275/6. In that respect, the key date for this chapter is not 1194 but, rather, 1275.

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[9] '*Annales de Dunstaplia*' in *Annales Monastici*, 5 vols., ed. Henry Richards Luard (London, 1866), iii, p. 66.

[10] Ulla Kypta, 'How to be an Exchequer Clerk in the Twelfth Century: What the *Dialogue of the Exchequer* is Really About', *History*, 103 (2018), esp. 213–21.

Historians of Edwardian Jewry have long discussed the impact and implications of the Statute of the Jewry (1275) for Jewish business activities.[11] The significance of this legislation for the production of the commodity bonds, produced in the final fifteen years of the Anglo-Jewish community, has been omitted from previous studies. Admittedly, such an analysis is complicated because only six post-Statute bonds can be traced.[12] These documents will be discussed at various points in this chapter so as to highlight the ramifications of the new legislation on the records of Jewish business activities. Admittedly the small number of documents which have survived makes it difficult to comment on document production after 1275. It would be especially dangerous to generalise about the wider implications of the Statute based solely upon this body of evidence in the light of the debates about whether these documents were designed explicitly to conceal interest or usury.[13] Even so, the implications of that legislation were far more widespread, in terms of document production, than has previously been recognised.

This chapter also differs from the rest of this thesis in terms of how many documents are analysed. While 348 acknowledgements have survived, a number of other transactions have been preserved as copies elsewhere. These can be included here because this chapter considers the text of acknowledgements rather than the format in which they have survived. The cartulary of Waltham Abbey, for example, preserves a transaction of c.1205, where Miles of Bray had promised to pay Leo of Warwick, £31 16*s* (the remaining balance of a debt of 40 marks).[14] This is a particularly important survival because, as has been seen, only five acknowledgements survive from the period 1194–1233. When dealing with cartularies, the original manuscript has been consulted owing to inconsistencies within modern editions of these texts. In his edition of the Eynsham Cartulary, for example, H. E. Salter noted that 'for economy's sake the opening clauses of the charters and the clauses of warranty and sealing have been shortened'.[15] This thesis includes all of the formulae that collectively form the text of acknowledgement, following Michael Burger who reminds us that '[i]t is easy to mistake the routine

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[11] See, for example, Lipman, *The Jews of Medieval Norwich*, ch. 9; Mundill, *England's Jewish Solution,* ch. 5.

[12] Dean A. Irwin, 'From chirograph to roll: the records of thirteenth-century Anglo-Jewish moneylending activities' in Ionuţ Epurescu-Pascovici (ed.), *Accounts and Accountability in Late Medieval Europe* (Turnhout, 2020), p. 260 fn. 48.

[13] The debates, and counter arguments, are set out in Robin R. Mundill, 'Clandestine Crypto-Camouflaged Usurer or Legal Merchant? Edwardian Jewry, 1275–90', *Jewish History and Culture*, 3 (2000), esp. pp. 73–6.

[14] *The Early Charters of the Augustinian Canons of Waltham Abbey, Essex 1062–1230*, ed. Rosalind Ransford (Woodbridge, 1989), p. 157.

[15] *Eynsham Cartulary*, ed. H. E. Salter, 2 vols. (Oxford, 1907), i, p. v.

for the trivial'.[16] Other transactions are entered onto the Plea Rolls of the Exchequer of the Jews, where they were transcribed by the Exchequer clerks as part of the proceedings of individual cases. This can be seen in Hilary Term 1278, for example, when Robert Ryvel brought a case against Moses son of Jacob with the text of the transaction in dispute being entered onto the roll as part of the proceedings.[17] While rare, such survivals can add substantially to this diplomatic analysis. Such transcriptions can be complete or partial so are not without their issues. Another case in Hilary Term 1278 includes details of a debt but omits the opening clause, after '*Sciant*', as well as the penalty, security, and sealing clauses with 'etc.'.[18] Similarly, a transaction was enrolled at Trinity Term 1280 which omitted the later clauses except for the date.[19] There is also a curious example where the text of an acknowledgement was partially copied onto what seems like a scrap piece of parchment.[20] These examples do not survive in sufficient numbers to dramatically impact upon this analysis. Even so, these copies will be drawn upon at various points in this chapter to supplement or develop the analysis.

Although acknowledgements have never been the subject of a focused diplomatic analysis, as is proposed here, their text has been discussed in more general terms. Mundill, for example, situated them within the context of medieval bonds more generally.[21] He explored them through Michael Postan's work on medieval instruments of credit which were divided into three main categories.[22] First, there was the simple bond, which detailed the names of those involved in the transaction, the amount borrowed, and the dates upon which the transaction was recorded and repayment would become due.[23] Second, debts might be recorded as a conditional bond, which would clarify how, when, or in what form, the debt was to be repaid.[24] Third, there was the penal bond which included provision

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[16] Michael Burger, 'Sending, Joining, Writing, and Speaking in the Diocese Administration of Thirteenth-Century Lincoln', *Mediaeval Studies*, 55 (1993), p. 151.

[17] *PREJ V*, p. 30.

[18] Ibid, p. 34; TNA E 9/26 m. 3d, *AALT*, available online at http://aalt.law.uh.edu/AALT7/E1/E9no26/bE9no26dorses/IMG_0023.htm accessed on 12 Sep. 20.

[19] *PREJ VI*, p. 176.

[20] TNA E 40/13422/2. Despite the archival reference, all three items in this piece are written on the same membrane of parchment.

[21] Mundill, *England's Jewish Solution*, pp. 115–116; Robin R. Mundill, *The King's Jews: Money, Massacre and Exodus in Medieval England* (London, 2010), pp. 31–2.

[22] M. M. Postan, 'Private Financial Instruments in Medieval England', *Vierteljahrschrift für Sozial- und Wirtschaftsgeschichte*, 23 (1930), pp. 26–75.

[23] Ibid, pp. 28–9.

[24] Ibid, p. 29.

for penalties to accrue during the course of a transaction or in the event that the debtor failed to adhere to their obligations.[25] These are perfectly legitimate categories of discussion within the context of medieval credit generally, but it is not entirely clear that they are relevant to acknowledgements. Indeed, despite Mundill's claim that '[e]xamples of all three kinds of bonds, and bonds which represent different combinations of different types, are multifarious before 1275', all of the acknowledgements might broadly be categorised under the heading of penal bonds.[26] Every extant acknowledgement includes a penalty clause specifying the rate at which profit (*lucrum*) would accrue in the event that the debtor failed to repay the principal by a given date.[27] Arguably the more important element of Postan's argument, in relation to the diplomatic of acknowledgements, is his observation that

> even in [its] laconic form the bond remained a full record of the transaction and a relatively full summary of the duties and stipulations involved in it – a thing the tally or some of the other medieval expedients could never hope to be.[28]

Although he did not discuss the records of Jewish moneylending, being primarily concerned with the Later Middle Ages, Postan's description of the 'laconic form' of bonds applies perfectly to acknowledgements. In the context of Jewish moneylending, parchment contracts would never entirely replace tally sticks, but they were superior in every respect.[29] What is more, acknowledgements are notable for their brevity, usually consisting of less than 120 words, into which a full summary of the transaction was provided without any superfluous text.[30]

Each acknowledgement is formed of a maximum of twelve of the same formulae. These were: (1) an opening address; (2) the name of the debtor; (3) the county, or town, in which the debtor was resident; (4) the name of the creditor; (5) the principal which had been borrowed; (6) the date of repayment; (7) the penalty clause; (8) the security upon which repayment of the principal and profit could be guaranteed; (9) the name of the pledge who stood as surety for the debt; (10) the sealing clause; (11) the dating clause; and, finally, (12) an endorsement. Not all of these elements are present

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[25] Ibid.

[26] Mundill, *England's Jewish Solution*, p. 116.

[27] See Section 3.7 below.

[28] Ibid, p. 28.

[29] On the use of tallies, even after 1194, see Joe and Caroline Hillaby, *The Palgrave Dictionary of Medieval Anglo-Jewish History* (London, 2013), pp. 366–7.

[30] The length of an acknowledgement's text could vary considerably based up whether it was a fixed term debt and whether all of the available formulae were used. At Colchester the average length of a document was 110 words based upon Table 1 of Irwin, 'From Chirograph to Roll', p. 258.

in every acknowledgement. Indeed, some formulae were specific to a particular time or place, while others developed later than others. Fundamentally, these are the base components from which the corpus of acknowledgements was constructed. They can be sub-divided into four categories. First, there are the unique elements of a transaction. These are the names of the debtor and creditor, the principal which had been borrowed, and the date upon which the record was produced, which account for less than a third of the overall content of the documents.[31] The second category of text is the fixed formulae. These are the standardised elements which were included in every acknowledgement. These provisions transformed the record of a debt into a legally enforceable contract. That is not in the least because it was this portion of the text which specified how the debt would be enforced in the event of default. This category of text includes the penalty and security clauses. The date of repayment will also be included within this category, as it served an important legal purpose as the date on which profit would begin to accrue. The third category of text is the local formulae which were routinely included in the acknowledgements produced at a particular *archa* or group of *archae*, but were never integrated into the language of debt nationally, such as the sealing clause. Finally, there are those elements of the text, such as the pledge, which were only sporadically added to acknowledgements. These various categories are most readily illustrated by supplying the text of an acknowledgement. Here, the unique particulars are highlighted in bold, the fixed formulae in italics, and the local formulae are underlined:[32]

> *Sciant universi quod ego* **Henricus de Durham** de Londoniis *debeo* **Abrahe filio Benedicti Iudeo Decem marcas** *sterlingorum*. *Reddere ei ad Epiphaniam domini anno regni regis Henrici filii regis Iohannis quinquaginta sexto. Et nisi tunc reddidero dabo ei singulis septimanis pro quaque Libra duos denarios de lucro quamdiu illum per quanuero. Ideo inuadiaui ei omnes terras meas redditus et catalla mea ubicumque sint ad recipiendum totum debitum et lucrum.* Hoc pro me et heredibus meis affidaui et sigillo meo confirmo. *Actum* **Decimo nono die Maii anno regni regis predicta quinquaginta quinto.**

> [Know all that I Henry, of Durham, of London, owe to Abraham son of Benedict, Jew, ten marks of silver to be repaid to him at the Epiphany of the Lord [6 January] in the fifty-sixth year of the reign of King Henry son of King John [1272]. And, if I do not repay him then, I will give him each week two pence in profit for each pound, for so as long as I hold

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[31] Ibid, p. 257.

[32] Given the importance of precision of language in this chapter, the original Latin will be supplied in the text with an English translation provided either in parenthesis immediately after the quotation or in a footnote, as appropriate.

it. And, therefore, I have pledged to him all my lands, rents and chattels wherever they may be for the recovery of the whole debt and profit. This I have sworn to on behalf of myself and my heirs, and by my seal confirm it. Done on the nineteenth day of May in the fifty-fifth year of the aforesaid king's reign.][33]

By breaking the text down in this manner, it can be seen that 66.29% of the text was made up of standard formulaic material, while the particulars of the transaction were summarised in just seventeen words, accounting for just 19.1% of the overall text. By analysing each of these formulae in turn, it will become possible to gain a deeper understanding of how acknowledgements were constructed and why.

3.2 Divisae

Before proceeding with this analysis of the main body of the text, what might be termed as the 'forgotten text' must be addressed. That is, the *divisa*, or dividing word which would have been cut through when the chirograph was divided. This feature of acknowledgements has been largely overlooked within the historiography.[34] Equally, Olszowy-Schlanger's volume is the only modern edition of medieval Anglo-Jewish documents which includes a transcription of the *divisa* as it appears on the individual record.[35] To some extent, this omission is understandable given that it is physically separate from the main text. There is usually also a visible gap between the bottom of the *divisa* and the opening phrase. This can be seen most clearly in those acknowledgements which were ruled, where the text commences on the first clear line below the dividing word (see, for example, figure 1). Ordinarily, when discussing acknowledgements, the *divisa* appears at the head of the parchment, given that 97.13% of the corpus is formed of the feet of chirographs. Only one *capitula* (head) of (bipartite) chirograph has survived, where the *divisa*, and indenture, is located at the foot of the document instead. Additionally, seven acknowledgements were produced between 1233 and 1239, and so include *divisae* and indentures at both the top and bottom because they are the central section of a tripartite chirograph.[36] *Divisae* were also included in acknowledgements for different reasons than

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[33] TNA E 210/9.

[34] Irwin, 'The materiality of debt', p. 60.

[35] Judith Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents from Medieval England: a Diplomatic and Palaeographical Study*, 2 vols. (Turnhout, 2015), i, p. 501, ii, pp. 503, 525, 651, 685, 687, 689, 742, 744. See also the very early, J. T. Fowler, 'On Certain "Starrs," or Jewish Documents, Partly Relating to Northallerton', *The Yorkshire Archaeological and Topographical Journal*, 3 (1875), p. 62.

[36] See Section 1.3 above.

the main text. Where the latter had to record the particulars of an individual transaction, and detail how it would be enforced, the *divisa* was the result of producing acknowledgements on chirographs. Prior to the being divided the word *CYROGRAPHVM* (HANDWRITTEN) was written between the separate sections of the parchment, which would then be cut through. For these reasons alone, a case could be made for omitting this text from a study of the diplomatic of acknowledgements. This would be to ignore the inherent importance of *divisae* within the context of medieval documentary culture. It was not regarded as disposable, or superfluous, text by contemporaries. Nor was it considered to be less important than the main text because a chirograph would only be regarded as enforceable if the various sections could be brought together and aligned perfectly. Consequently, *divisae* must be regarded as an integral part of the diplomatic of acknowledgements.

Fig. 1 – Gap between *divisa* and main body of the text[37]
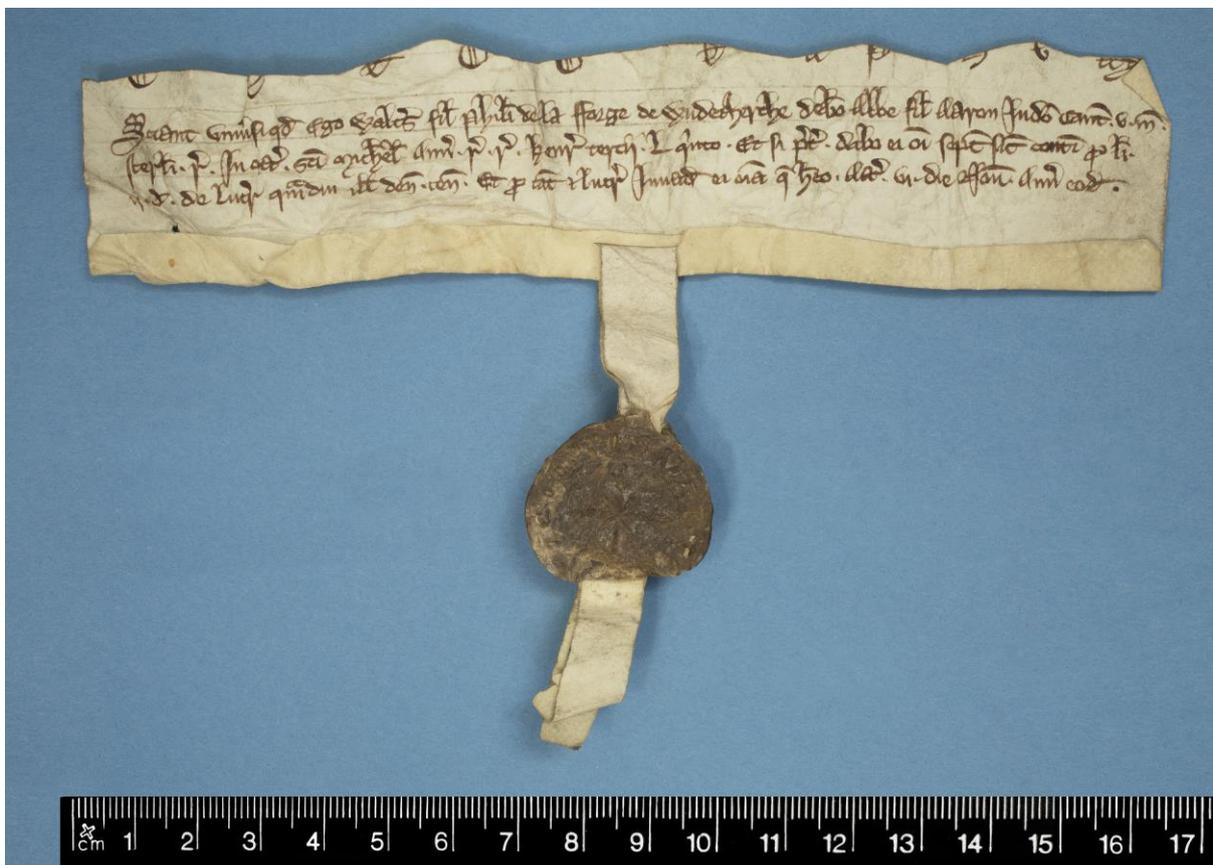
Dealing with *divisae* is not without its limitations, given that this text was inherently intended to be cut through, so individual letters have inevitably been lost to different sections of the chirograph. Equally, those letters which have survived on the acknowledgement might just be mere fragments

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[37] WAM 9039.

which cannot easily be deciphered. This issue is largely negated by the fact that the same dividing word was used in all of the extant acknowledgements.[38] It must also be noted that the manner in which the chirograph was cut also impacts upon how historians access *divisae*. Throughout this period, acknowledgements were produced as indentured instruments, like most chirograph production more generally by the late twelfth century onwards.[39] This could be done as a zigzagged *carta indentata* or a wavy *carta undulata*.[40] It is not clear if acknowledgements were always intended to be indented. While the Articles of the Jewry had specified that debts were to be recorded upon a bipartite chirograph, no mention was made of the precise dividing process (presumably because this would follow established custom). Indeed, the earliest surviving acknowledgement, produced in c. 1201–3, was cut horizontally without an indenture.[41] Consequently, the lower half of each letter is clearly visible at the head of that document. Irrespective of the original intent, the next surviving document, from c. 1208, was produced as a *carta indentata*, and every other acknowledgement is an indented instrument as well.[42] In some instances the extent to which that method of production was adhered to left much to be desired. At Canterbury, for example, some of the documents were cut in such a way that no defined peaks were formed – particularly those produced by Thomas Man (see, for example, fig. 2).[43] One possible explanation is that it reflects that the documents in question were produced in haste. In my earlier work, I suggested this might be reflective of the declining importance of the indenture, especially as there is some evidence that the *divisa* also began to be contracted in the later thirteenth century. [44] In the light of the research presented in this thesis, that conclusion must be amended. When acknowledgements are divided according to when they were produced, and by whom, it is in the records produced at Canterbury where the indenture declined most markedly, while the contraction of the *divisa* can be located predominantly in the productions of the Lincoln *archa*.

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[38] Cf. for examples of different phrases being used as dividing word see M. T. Clanchy, *From Memory to Written Record* (London, 2013), p. 89.

[39] Kathryn E. Lowe, 'Lay Literacy in Anglo-Saxon England and the Development of the Chirograph' in Philip Pulsiano and Elaine M. Treharne (eds.), *Anglo-Saxon Manuscripts and their Heritage* (Aldershot, 1998), pp. 170–1.

[40] These terms are discussed in Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, p. 52.

[41] British Library, Harley Ch. 43 A 54.

[42] Magdalen College, Oxford, Misc. 284.

[43] See, for example, WAM 9029, 9030, 9036, 9050.

[44] Dean A. Irwin, 'The materiality of debt to Jews in England, 1194–1276', *Jewish Historical Studies*, 49 (2017), p. 65.

Having said this, it will be seen at the end of this section that the 1275 Statute had a significant impact on both indentures and *divisae*.

Fig. 2 – Thomas Man acknowledgement[45]
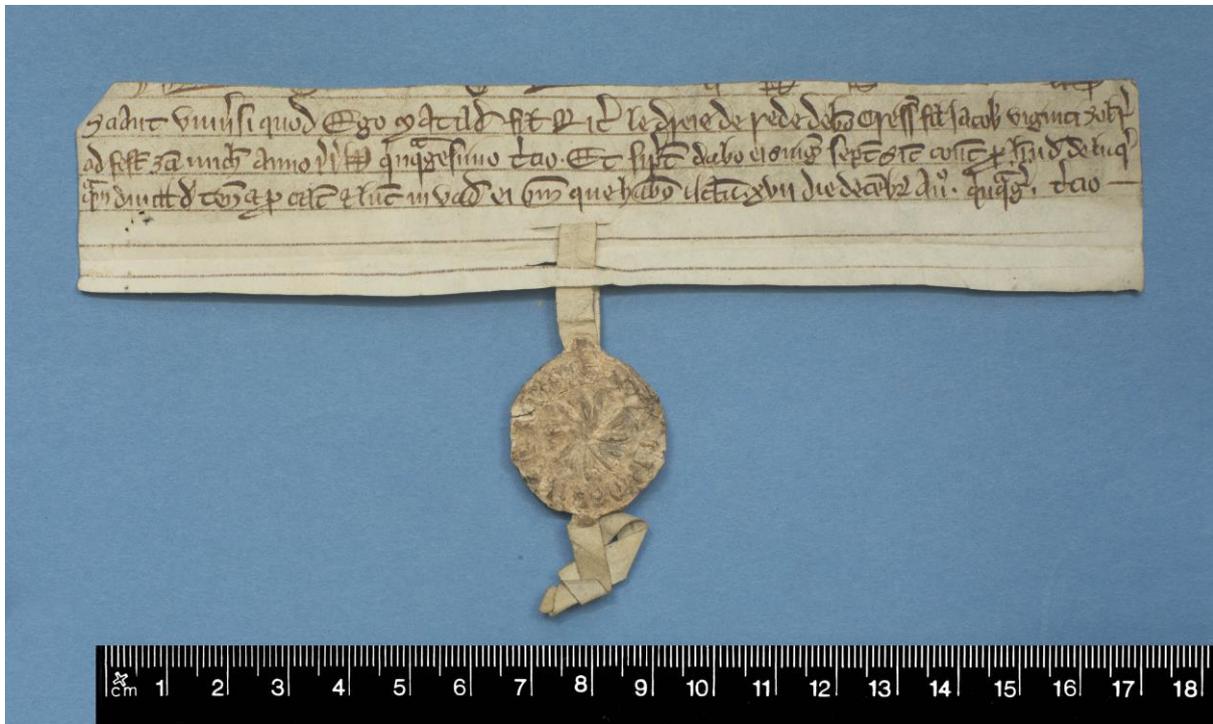
It is easy to understate the significance of *divisae* when acknowledgements are treated separately from the transactions which they record. After all, the primary purpose of this text was to be aligned with another section of the same chirograph – something that is not usually possible today. Crucially, four records have survived which can be brought together in this way. Two, produced at Canterbury on 19 November 1234, record that Peter of Bending had agreed to pay Benedict Crispin £2 10*s* (50*s*) twice annually (at Easter and Michaelmas) for ten years.[46] From the particulars alone, it is clear that the two documents originate from the same chirograph. Even so, this conclusion is confirmed because both of the indentures and *divisae* of both documents align perfectly. It is, arguably, more useful to use this internal feature as a determining factor in an analysis of the second set of acknowledgements, which were purchased from the creditor by the prior of Durham in the late-1250s or early-1260s.[47] One of those documents (1.1.Ebor.15c), is the foot of a chirograph recording that, on 17 June 1237, Thomas the serjeant of Northallerton had borrowed £6 13*s* 4*d* (10 marks) from

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[45] WAM 9050.

[46] Cambridge University Library, Doc. 3782, 3784.

[47] Durham University Library, 1.1.Ebor.15a, b.

Aaron of York, with repayment becoming due on the feast of the apostles Peter and Paul (29 June). The second acknowledgement (1.1.Ebor.15d) is the central section of a tripartite chirograph which appears to record the same debt. Unfortunately, that document has suffered extensive damage, meaning that it is primarily the formulaic text that has survived. The only unique particulars to have survived are the name of the debtor and the date (but not the year) of repayment, both of which are the same as in 1.1.Ebor.15c. The first two letters of the creditor's name ('Aa') have also survived, providing more circumstantial evidence that the two documents are a pair, as has been noted in every discussion of them since 1875.[48] Ordinarily, it would be a simple task to determine whether the two documents come from the same chirograph, because they could have been brought together and compared at the *divisae*. Such a comparison is impeded here because the damage to 1.1.Ebor.15d has also resulted in the loss of most of the lower indenture and *divisa*. Although it has not been considered in modern editions of the documents, a single peak, and the remains of two letters, has survived which can be compared to the foot of the chirograph. Where the two documents align, the letters at the head of 1.1.Ebor.15c appear to read 'R A', while the surviving letters of the *divisa* at the foot of 1.1.Ebor.15d are 'G R'. It is unlikely, therefore, that these two documents record the same debt, given the importance of this feature for contemporaries. This also serves to further validate the inclusion of the *divisae* as part of any study of acknowledgements and, had it been factored into discussions of the Durham documents, historians would not have been tentatively concluding, for nearly 150 years, that they were a pair. The most that can be said, from the material features of the document, is that 1.1.Ebor.15d is broadly contemporary to 1.1.Ebor.15c, having been produced at some point between 1233 and 1239.

A final point must also be made in relation to *divisae* and the date with which this thesis ends. A number of reasons have already been given for terminating this study at 1275/6. An additional factor relates to the fact that post-Statute commodity bonds were not, on the whole, produced as chirographs. Indeed, only one extant bond, from c. 1277, was produced in that form.[49] The remainder of the surviving documents, like the pre-1194 moneylending records, were produced simply as charters.[50] While this is an aspect of document production which has never been discussed, it means that not only was the text different after 1275 but so too was the document upon which a transaction was written. Even if the manner in which acknowledgements were to be produced evolved over this

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[48] See, most recently, Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, ii, p. 745 where bibliographical details of previous discussions can also be found.

[49] Record Office of Leicestershire, Leicester and Rutland, 26D53/2534.

[50] For pre-1194 bonds see, TNA DL 27/189, 267. For post-1275 bonds see fn. 12–13.

period, fundamentally, they were all visibly produced as chirographs. For reasons that are not clear, this changed following the imposition of the new legislation. This development is particularly perplexing because, unlike earlier pieces of legislation, the Statute of the Jewry said nothing about how the records of Jewish business activities were to be produced. One possible explanation is that for long periods of the late 1270s and 1280s the *archae* were closed on the orders of the Crown.[51] In that respect, records might have been produced as charters, rather than as chirographs, because it was impossible to deposit a section into an *archa*. In this respect, a system which had functioned well for more than eighty years was simply unable to function properly. Irrespective of why documents stopped being produced as chirographs, this serves to further emphasise an additional documentary divergence after 1275.

3.3 Opening Clause

Like many medieval private charters, acknowledgements commence with an address to all those who might encounter the text, which was delivered in the first person to read as a proclamation. This was not a general address in the sense of an independent clause which commenced the document, followed by the main text, such as 'To all those faithful of Christ to whom these present letters shall come…' (*Omnibus Christi fidelibus ad quos presentes littere peruenerint*…).[52] Instead, the opening phrase of acknowledgements was constructed to incorporate the main particulars of the debt (the names of the debtor and creditor and the principal borrowed). This feature corresponds to the production of private charters during this period. As J. M. Kaye has argued, by

> the twelfth century some clerks had come to appreciate the convenience of doing
> without addresses and incorporating the names of the makers into the donative clauses
> of charters […] and by the mid-thirteenth century private charters made in this way
> greatly outnumbered those with addresses.[53]

This is the context within which acknowledgements must be understood, given that all such documents adopted an integrated opening clause. Generally speaking, where historians have discussed the diplomatic of acknowledgements, this is the section of the text that they have focused upon. A recent discussion of acknowledgements observed that '[t]hey are introduced by *sciant*

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[51] I am grateful to Professor Paul Brand for providing this explanation.

[52] 'Deeds Context Search', *Deeds*, available online at https://deeds.library.utoronto.ca/deeds-context-search?keywords=Omnibus+Christi+fidelibus+ad+quos+presentes+littere+peruenerint&date-start=&date-end= accessed on 12 Sep. 20.

[53] J. M. Kaye, *Medieval English Conveyances* (Cambridge, 2009), p. 30.

uniuersi or *sciant presentes et futuri*, and formulated as a declarant's subjective speech'.[54] In general, it seems that the former phrase was more common than the latter.[55] The larger body of acknowledgements examined here makes it possible to be much more precise in terms of establishing when and where different phrases were used. In the first instance, it should be noted that there were not two but three phrases which could be used to commence acknowledgements during this period.

The least common way to commence the text of an acknowledgement was with '*Noverint universi…*',[56] which was relatively common in medieval charters more generally but was only used in twelve (3.45%) of the surviving acknowledgements.[57] Moreover, the phrase was only used by two clerks, one at Lincoln (active in the 1240s and early 1250s), and another at London (active during the 1260s), and so was a personal choice on their parts. A decade after the first London clerk, a second individual was active there who also used '*Noverint universi*' to open a transaction on 28 December 1273.[58] Although this transaction survives only as an transcription in the Plea Rolls of the Exchequer of the Jews for Hilary term 1278, it would appear to be a faithful copy given that the penalty clause was transcribed '*lucro*', which was the obvious element to change.[59] This entry also provides a rare glimpse of an early Edwardian acknowledgement from London, because the latest document in our corpus from that chest dates to 4 May 1272.[60] Given the rarity with which '*Noverint universi*' was used, this allows the productions of particular clerks to be distinguished just as precisely as if they had identified themselves.

Within the context of medieval charters more generally, a similarly common opening phrase was '*Sciant presentes et futuri…*', which was more frequently used to commence an acknowledgement's text. All of the, admittedly limited, evidence suggests that from at least 1170s until the 1220s, this was the preferred phrase to open the text of acknowledgements.[61] Although other

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[54] Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, p. 135

[55] Irwin, 'The materiality of debt', p. 70.

[56] See, for example, E 210/15, 40, 279, 353, 354.

[57] The DEEDS database reveals that the phrase appears in 1,252 charters within that database: 'Deeds Context Search', *DEEDS*, available online at https://deeds.library.utoronto.ca/deeds-context-search?keywords=noverint%20universi&alt-spell-on=on&date-start=&date-end=&q=deeds-context-search&pagesize=1252 accessed on 27 July 2019.

[58] *PREJ V*, p. 30.

[59] Ibid.

[60] TNA E 210/75.

[61] Irwin, 'The materiality of debt to Jews in England', p. 70.

phrases, such as '*Notum sit presentibus et futuris…*' and '*Notum sit omnibus tam presentibus quam futuris…*', can be detected in the charters produced before 1194, on the whole, it was '*Sciant presentes et futuri*…' which was used.[62] When the Rutland debts owed to Aaron of Lincoln were enrolled after his death in 1186, for example, each of the eleven entries commenced with either that phrase, or the variant '*Sciant tam presentes quam futuri…*'.[63] It appears that this practice was retained after the introduction of the Articles of the Jewry, until at least the 1220s. Each of the six acknowledgements produced between 1194 and 1221, which survive in their original form or as a cartulary copy, opens with '*Sciant presentes et futuri…*'.[64] The apparent monopoly which this opening had established by the first quarter of the thirteenth century was shattered in later decades. Indeed, although it would continue to be used in the productions of Hereford, Lincoln and Nottingham, throughout this period it was still only used in a minority of cases in the corpus, with only fifty-four (15.52% of acknowledgements opening in this way. Where '*Noverint universi*' can be linked to the productions of individual clerks, '*Sciant presentes et futuri…*' seems to have been employed more generally, if only at specific centres. That being the case, the number of instances in which it appears should not be treated as representative of its use but, rather, as a reflection of the number of sources which survive from the centres which commenced documents in this way. By far the most common opening phrase evident in the corpus is '*Sciant universi…*', which is used in 79.6% of documents surviving acknowledgements. The first evidence for its use comes from an acknowledgement produced at the London *archa* on 20 December 1226.[65] Thereafter, with the exception of those documents produced by the *Noverint* clerk, all of the acknowledgements produced at that chest commenced '*Sciant universi…*'. Likewise, it would seem that this phrase was adopted at a similarly early date at York, given that the three documents produced there in the 1230s employed it.[66] The Canterbury evidence also allows us to detect that a deliberate shift in production was undertaken by the clerks, because while '*Sciant presentes et futuri…*' was used in the 1230s, by the 1260s that had shifted to '*Sciant universi…*'.[67] Unfortunately, there is a gap in the sources of the *archa* from the 1240s and 1250s which prevents us from detecting precisely when the change occurred. As with '*Sciant presentes et futuri*',

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[62] See, for example, the debts in the cartulary of Waltham Abbey transcribed in H. G. Richardson, *English Jewry Under Angevin Kings* (London, 1960), pp. 242–6.

[63] TNA E 101/249/1.

[64] See, for example, British Library, Harley Ch. 43 A 54; Magdalen College, Oxford, Misc. 284.

[65] TNA DL 25/1341.

[66] Durham University Library, 1.1.Ebor.15c, d; Northamptonshire Record Office, F(M) Charter/2041.

[67] Cambridge University Library, Doc. 3781, 3782, 3783, 3784.

however, this phrase seems to have been used primarily in the local context of centres such as London and Norwich. This also serves to emphasise that conclusions reached upon the basis of the surviving corpus should not be indiscriminately applied to acknowledgement production more generally. Nearly eighty percent of acknowledgements commence with '*Sciant universi*', not because this was the preferred phrase, but because the production of the centres at which it was used dominate our corpus.

Within the specific context of acknowledgements, it is necessary to understand when different phrases were used in order to identify the practices at individual *archae*. More generally, it is important to situate opening clauses within the context of contemporary literacy. It has long been recognised that Jews lent money to Christians at all levels of society.[68] At the upper levels of the social strata, debtors would, presumably, either been able to read or have had ready access to somebody who could. That may not have been the case for many debtors at the lower end of the social spectrum. Moreover, from the perspective of the Jewish creditor, it is by no means clear that they would have had sufficient Latin to enable them to read the text of a document.[69] This is best demonstrated by the regular orders which were issued by the Crown requiring that sheriffs read out royal orders in the local synagogue on consecutive dates, in both Latin and Hebrew.[70] In the context of acknowledgements, the opening address provides the key to understanding how contemporaries accessed the text. As has already been observed, they were structured as a verbal declaration. Given that one of the Christian chirographers was to read the document aloud before depositing it in the chest, this process would have transformed the written proclamation into a verbal one and, in the process, may have dramatically changed the way that the parties engaged with the text.[71] After all, as Clanchy has observed, it was not uncommon for business documents to be read in a different language than they were written in.[72] Even if one or both parties to the debt were unable to read the Latin, therefore, this need not necessarily have been a barrier to accessing the text. While the opening clauses of acknowledgements do not make specific reference to those who should both *see* and, significantly, *hear* the contents of the text, this was implicit from the declarative tone of acknowledgements and

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[68] Robert C. Stacey, 'Jewish lending and the medieval English economy' in Richard H. Britnell and Bruce M. S. Campbell (eds.), *A commercialising economy: England 1086 to c. 1300* (Manchester, 1994), p. 94–6.

[69] Judith Olszowy-Schlanger, 'The Money Language: Latin and Hebrew in Jewish Legal Contracts from Medieval England' in Resianne Fontaine et. al. (eds.), *Studies in the History and Culture of Science* (Leiden, 2011), pp. 242–6.

[70] See, for example, *CPREJ I*, pp. 193, 194, 258.

[71] See Section 1.11 above.

[72] Clanchy, *From Memory to Written Record*, p. 208.

the nature of the *archae* system. The formulaic way in which acknowledgements were constructed would have aided in reading of the documents in the sense of pragmatic literacy. As Clanchy, and others have argued, the growth of English documentary culture saw the contents of records become 'increasingly practical and less portentous'.[73] The increasing propagation of records within medieval society also meant that individuals at all levels of society became increasingly familiar with specific forms of documents, even if they were not literate in the modern sense. In that context, the nature of acknowledgements would have enabled them to be accessed by all debtors, as opposed to being structured in a complicated manner which was accessible only to the educated few. In that respect, Clanchy also noted that by the early thirteenth century it was common for royal orders to be issued and then read out by leading men such as the sheriffs of the county, while by 1300 more emphasis was placed on the audience seeing the text as well.[74] Such a transition was possible in part because of the increasing use of the written record over the course of that period but also because, by using the same formulae time and again, it became possible for laymen and women to access the documents in a way that had not been possible earlier.

Despite the local variances in the openings of acknowledgements throughout this period, from the twelfth century onwards, fundamentally, all of the records generated by Jewish moneylending activities commenced in the same way. This changed following the imposition of the Statue of the Jewry (1275) with the commodity bonds produced after that date adopting a general address such as '*Omnibus hoc scriptum uisuris uel audituris*' (To all who shall view or hear the present writing),[75] or '*Omnibus Christi fidelibus hoc scriptum uisuris uel audituris…*', albeit with the same consistency.[76] In this sense, the surviving commodity bonds conform more closely with the general diplomatic practice for charters than acknowledgements do. Clearly, then, there was a substantial shift in the manner in which the records of Jewish business activities were written, and this also shows that it was not simply a case of substituting money for commodities. Instead, following 1275, there was a comprehensive shift in the language towards a more complicated and, to some extent, more traditional form of writing. By adopting this opening an explicit call was being made upon those who both saw and heard the document in a way which had only ever been implicit in the text of acknowledgements.

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[73] Ibid, p. 330.

[74] Ibid, pp. 266–7.

[75] TNA DL 25/3409

[76] Herefordshire Archive and Record Centre, AH 81/34; Hull History Centre, U DDWB/23/4.

Within the context of the charters of the king and nobility, studying the opening phrases of charters can be particularly important, particularly to establish how individuals were identified at different times.[77] At the level of private charters, this is less important than the fact that the name of the debtor was integrated into that text.[78] Irrespective of the phrase which was used to commence the acknowledgment, it was always followed by '*quod ego…*' (that I…) and the name of the debtor, or debtors. As historians such as Mundill have recognised, the way in which debtors were identified provides historians with a treasure trove of information.[79] By mapping the distribution of debtors named in the Lincoln acknowledgements based upon their toponyms, for example, he was able to conclude that most debtors came from within a thirty-mile radius of the town.[80] Equally, while it was less common for a descriptor or occupation to be provided, these can allow us to map the position of debtors within medieval society.[81] As will be explored in Chapter Four, the corpus of acknowledgements provides such glimpses as well, with individual debtors being identified variously as 'citizen' (*civitas*), 'knight' (*miles*), 'goldsmith' (*aurifaber*) and 'moneyer'.[82] The nature of Jewish moneylending transactions also means that, unlike many charter collections, these names are not confined to the elite and their circles but, instead, cover a wide spectrum of society.

3.4 County

Debtors were most commonly located within a particular geographic context through the use of a toponym. At some centres, this could be supplemented with the county (*comitatu*) in which the debtor was resident. Unlike many of the diplomatic elements discussed in this chapter, the county is not a feature which can be traced from the twelfth century onwards. Instead, it was a later development which can first be seen in an acknowledgement from the London *archa*, dated 14 June 1256, when the debtor was identified as 'John son of Martin of *Avyleus in the county of Essex*'.[83] Later in the same year, on 7 November, another London acknowledgement identifies the debtor (John of Hammerton)

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[77] Kaye, *Medieval English Conveyances*, p. 28.

[78] Ibid, p. 28.

[79] Mundill, *England's Jewish Solution*, pp. 209–48.

[80] Ibid, pp. 241–2.

[81] Ibid, p. 216.

[82] TNA E 210/76 [citizen], 77 [goldsmith], 269 [moneyer], 1362 [knight].

[83] My emphasis: TNA E 101/249/5 no. 2. Possibly Aveley near Thurrock.

hailing from Essex .[84] Thereafter, with the exception of the acknowledgements produced by the earlier *Noverint* clerk, this addition became a consistent part of the diplomatic of London acknowledgements. Elsewhere, there is evidence that the feature came to be integrated into acknowledgements later in the period. At Norwich, its inclusion can be established from the beginning of Edward I's reign,[85] while at Lincoln it first appears in 1269.[86] Irrespective of whether the information was included in the acknowledgement, when the Crown enrolled the documents, this information was usually included during the second half of the thirteenth century.[87] This might have been important from a logistical perspective if, as happened repeatedly in the decades following 1240, specific debts were transferred to the Crown as tallage payments by Jewish creditors, which would necessitate somebody other than the creditor tracing the debtor.

Why the county came to be included in some acknowledgements at all is unclear. The most probable explanation is that it drew from royal practice. It was, after all, standard practice for the rolls of the royal government to include the county which the business related to in the margin 'as a means of breaking down an otherwise indigestible body of information into identifiable subsections'.[88] The development might also be linked to the emergence of the scrutiny process from the 1240s onwards. While the earliest scrutinies, of the Cambridge and Lincoln *archae* which were produced in 1240, did not include details of the counties which the debts related to,[89] marginal notes were added when Abraham of Berkhamsted's debts were enrolled on 24 May 1250.[90] Thereafter, every subsequent scrutiny included this information, either in the margin or as part of the summary of the debt.[91] It is possible, therefore, that the *archa* clerks began to include the county in their productions in order to facilitate the enrolment process.[92] If that is the case, then it would suggest that the inclusion of the county was a development which was transmitted into the language of debt from general

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[84] TNA E 101/249/5 no. 3.

[85] WAM 9129.

[86] WAM 9033.

[87] See, for example, TNA E 101/249/10.

[88] Nicholas Vincent, 'Enrolment in Medieval English Government: Sickness or Cure?' in Stefan G. Holz, Jörg Peltzer and Maree Shirota (eds.), *The Roll in England and France in the Late Middle Ages: Form and Content* (Berlin, 2019), p. 118.

[89] TNA E 101/249/3, 4.

[90] TNA E 101/249/6.

[91] Irwin, 'From Chirograph to Roll', p. 259.

[92] Ibid.

governmental practice. Irrespective of the reason, the county never came to be a fully integrated part of the language of debt at every centre of production. Rather, it remained a local feature, being included in the acknowledgements produced at the centres already discussed, but absent from the productions of other centres such as Canterbury,[93] Hereford, and Nottingham. One explanation for the (apparently) localised nature of the county addition relates to practicality, given that the debtors at centres which did not include this addition were, on the whole, located in the same county as the *archa*. As can be seen from the 1262 receipt roll, for example, debtors at Winchester were most likely to be identified with Hampshire (*Suth'*).[94] On the same roll, an *archa* such as Lincoln appears to have been more of a national hub with debtors being located in: Bedfordshire, Berkshire, Buckinghamshire, Devon, Essex, Hampshire (*Suth'*), Herefordshire, Hertfordshire, Huntingdonshire, Kent, Leicestershire, Lincolnshire, Middlesex, Norfolk, Northamptonshire, Nottinghamshire, Rutland, Suffolk, Surrey, Yorkshire, Warwickshire, Worcestershire, and Wiltshire, as well as London.[95] While it is not altogether clear why Lincoln was such a hub, it seems probable that this is because the town was a prominent commercial and religious centre.[96] As a result, people visited Lincoln from across the country anyway, making it relatively easy for them to access credit while they were there, as was the case at other hubs, such as London.[97]

It is slightly more difficult to detect the same pattern of identification when it was the town, rather than the county, in which the debtor was resident was specified, given the frequency with which toponymics were used. In the acknowledgement which was given in full earlier in this chapter, the distinction between toponym and town is easy to draw because both (of Durham, of London) were supplied. Less obviously, another London acknowledgement, from 1269 'Thomas the Wine Seller' was one of a pair of debtors who were both identified with the town of Dartford rather than the county of Kent.[98] One obvious indicator that the town was being given in the place of the county comes from the date of the document given that, by the late 1260s, the latter was routinely added to London acknowledgements. The 1275 scrutiny of the Colchester *archa* provides additional evidence that either could be used, with debtors listed under the counties of Essex, Cambridge, and Suffolk as well

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[93] The one exception being WAM 9034.

[94] TNA E 101/249/10 mm. 13–14. On this roll see Chapter Four.

[95] TNA E 101/249/10 mm. 11–13.

[96] Francis Hill, *Medieval Lincoln* (Stamford, 1990), ch. 8.

[97] This theme is explored in more detail in Section 4.7.

[98] TNA E 210/51.

as the town of Colchester.[99] This suggests that when a debtor was resident in a major urban centre, and particularly an *archa* town, this would be given rather than the county. Whether or not the debtor was identified with his or her county or town of residence, this has two implications for the present study. First, in the specific local context of *archae* like London, a concerted effort was made to link debtors with a specific geographical location. Second, this was a feature which was only necessary at a limited number of chests at different times depending on the amount of business which was done at a given chest, and the distribution of debtors. Ultimately, it is an addition which presents historians with a great resource not only to establish which place debtors identified themselves with but also, crucially, where they were resident.

3.5 The Creditor

Not only was the debtor named at this point in the text but so too was the creditor, allowing historians to track the lending patterns of individual Jews.[100] Where the Christians named in this corpus are drawn from across the social spectrum, the distribution of Jewish creditors is much more limited, largely because they needed to have the resources to lend money.[101] This can most obviously been seen in the London acknowledgements. As Table 3.1 shows, fifty-eight creditors (plus one who cannot be identified due to damage) are named in the 158 acknowledgements from that centre, but nearly half are named in only one document. In contrast, nearly half of the acknowledgements are owed to just nine creditors. That men like Aaron son of Abraham and Hagin son of Master Moses dominate the corpus is no accident. Instead, it reflects the London acknowledgements are primarily those which were transferred to the Crown to fulfil tallage obligations or to pay fines and, as the wealthiest members of the London Jewry, the burden fell heaviest upon them. The contributions of such individuals also allow us to distinguish a hierarchy of Jewish moneylenders. Here it is worth focusing specifically upon the debts owed to two London Jews: Master Elias and Cresse son of Genta. On the surface, they were the most prominent members of the London Jewry and, indeed, were the two largest contributors to the 1262 receipt roll from that centre by a considerable margin.[102] When the actual scale of their contributions is factored in, however, it can be seen that there was a considerable

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[99] TNA C 47/9/48.

[100] See, for example, Robin R. Mundill, 'The Jews in England, 1272–1290' (St. Andrews, unpublished PhD diss., 1987), pp. 271–74.

[101] See Mell's analysis of the Jews who participated in Jewish moneylending activities in Section 0.3.

[102] Mundill, *England's Jewish Solution*, p. 155.

difference between the two men.[103] Elias's tallage contributions were consistently higher than Cresse's, with the former contributing more than two-thirds more money into the royal coffers (either as cash or debts) over the period.[104] Likewise, when all of the records of Cresse's moneylending activities across this period are treated together, the debts equate to between £300 and £350, compared to the £1,252 16*s* 8*d* which was owed to Elias at the time of his death.[105] Clearly, therefore, both men were very wealthy but the nature of the English evidence allows that wealth to be quantified in a way which is not possible elsewhere and, going forward, historians will need to account for these differences of scale.

Table 3.1: Numerical Distribution of London Acknowledgements per Jew[106]

Number of Acknowledgements	Creditors
14	Aaron son of Abraham
13	Deulecresse son of Aaron
12	Cresse son of Genta
9	Isaac of Southwark
7	Hagin son of Master Moses
6	Diaye son of Abraham, Isaac son of Sampson
5	Abraham son of Benedict, Gamaliel of London/Oxford

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[103] The closure of archives due to Covid-19, and subsequent restrictions, means that I have had to draw on my other work here but I had originally intended to trace a selection of different creditors through the receipt rolls in TNA E 401.

[104] Dean A. Irwin, 'Social Hierarchies and Networks in the Thirteenth Century London Jewry' submitted to *Thirteenth Century England*.

[105] Ibid.

[106] Here, I have followed the model established by Robin Mundill.

4	Elias son of Master Moses, Jacob of Oxford, Josce son of Fluria, Peytevin of Winchester
3	Belasset daughter of Aaron, Manser son of Aaron, Peytevin son of Isaac, Sampson son of Isaac, Vives son of Abraham
2	Benedict son of Cresse, Benedict son of Deulecresse son of Aaron, Benedict son of Jacob Episcopus, Elias son of Elias, Isaac l'Eveske, Isaac of Warwick, Isaac son of Cresse son of Genta, Jacob son of Josce, Jacob son of Master Moses, Manser son of Ursell, Master Aaron, Sampson son of Aaron
1	Abraham son of Aaron son of Abraham, Abraham son of Bonami, Abraham son of Josce, Auntera daughter of Cresse son of Genta, Benedict son of Jacob, Benedict son of Jacob of Lincoln, Bonami son of Isaac of Bedford, Bonevive son of Isaac, Cok son of Aaron, Cresse son of Master Elias, Cresse son of Master Moses, Elias le Blund, Elias son of Moses, Hagin son of Cresse, Isaac Crespin, Isaac of Winchester, Isaac of Abraham, Isaac son of Elias l'Eveskse, Isaac son of Manser, Jacob son of Hagin son of Master Moses, Jurnet son of Abraham, Moses son of Jacob of Oxford, Moses son of Leo of Lincoln, Moses son of Master Elias, Sampson of Winchester, Unknown

An additional point that deserves attention is the practice of identifying the creditor specifically as a Jew (*iudeus*) or Jewess (*iudea*). This label was applied in much the same way that a (Christian) citizen of a medieval town would be identifed as a '*civitas*' or a knight as a '*miles*'.[107] In that respect, it is best to think of this term as a legal or civic marker rather than a religious one. Certainly, there does not appear to be anything particularly discriminatory or, indeed, 'othering' about its use. This is in contrast to some continental examples where Jews named in documents produced by Christians were singled out because of their faith. At Toledo, for example, Nina Melechen has noted that Christian clerks '[called] attention to the Jews by over-identifying them [… This] worked to reinforce the symbolic boundaries between Christians and Jews'.[108] However, she noted this evidence

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[107] See Section 3.3. above.

[108] I am grateful to Professor Maya Soifer Irish for drawing this reference to my attention: Nina Melechen, 'Calling Names: The Identification of Jews in Christian Documents from Medieval Toledo' in Donald J. Kagay

is not representative of Iberia as a whole,[109] and neither was this the case elsewhere in Europe, and certainly not in England or France. [110] Indeed, in England many of the same names were used in both the Jewish and Christian communities. One example is the name Hamo which was common in both communities, with particularly prominent examples being the Jewish super-plutocrat Hamo of Hereford and the Christian ecclesiastic Hamo Hythe (c.1270–c.1357) who, in 1317, was elected as bishop of Rochester.[111] An obvious explanation for these similarities in naming practices is that Old Testament names were popular during the thirteenth century for both Christians and Jews.[112] Equally, this might also reflect a deliberate attempt to integrate into the wider Christian community on the part of the Jews. As H. P. Stokes long ago noted, Jews in medieval England had not one but two names.[113] The first was the 'sacred name' which was used in synagogue and at home, while the second was the 'secular name' which was used in the community.[114] On the whole, therefore, it is context rather than nomenclature which serves to distinguish Jews from Christians, in the event that they are not labelled as such.[115] A salient reminder of the perils which await those who assign religious identity upon the basis of names can be found in *The Early Jews and Muslims of England and Wales: A Genetic and Genealogical History*. This popular history book advances the imaginative, but unsubstantiated, argument that there was a continuous Jewish presence in England from the Roman period onwards, including after the Expulsion.[116] The manifold issues with this volume ultimately seem to stem from the assumption that in England, Jews had a monopoly on certain names, as was the case at Toledo.

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and Theresa M Vann (eds.), *On the Social Origins of Medieval Institutions: Essays in Honour of Joseph F. O'Callaghan* (Leiden, 1998), p. 21.

[109] Ibid.

[110] Irven M. Resnick, 'Race, Anti-Jewish Polemic, Arnulf of Seéz, and the Contested Papal Election of Anaclet II (A.D. 1130)' in Kristine T. Utterback and Merrall Llewelyn Price (eds.), *Jews in Medieval Christendom: 'Slay Them Not'* (Leiden, 2013), pp. 47–9.

[111] Joe Hillaby, 'A magnate among the marchers: Hamo of Hereford, his family and clients, 1218–1253', *Jewish Historical Studies*, 31 (1988–1990), pp. 23–82; M. C. Buck, 'Hythe (Hethe), Hamo', *ODNB* (Oxford, 2004), https://doi.org/10.1093/ref:odnb/37508 accessed on 18 Jul. 19.

[112] Resnick, 'Race, Anti-Jewish Polemic, Arnulf of Seéz, and Papal Election', p. 49.

[113] For this, and what follows, see H. P. Stokes, *Studies in Anglo-Jewish History*, pp. 68–71. In a different context, see Daniel Lord Smail, *Imaginary Cartographies: Possession and Identity in Late Medieval Marseille* (Ithaca, 1999), pp. 208–11.

[114] Stokes, *Studies in Anglo-Jewish History*, p. 68.

[115] In the modern context, this is discussed by Lila Corwin Berman, 'Jewish History Beyond the Jewish People', *Association of Jewish Studies Review*, 42 (2018), pp. 269–92 (esp. pp. 271–6).

[116] Elizabeth Caldwell Hirschman and Donald N. Yates, *The Early Jews and Muslims of England and Wales: A Genetic and Genealogical History* (Jefferson, 2014).

An obvious exception to the rule that religious identity cannot be assumed upon the basis of nomenclature comes with acknowledgements. Even where the creditors are not specifically identified as Jews within the text, it would still be obvious that they were Jewish from the manner in which the document was produced. There would have been no reason for Christian moneylenders, in comparable circumstances, to record the debt on a chirograph and it seems unlikely that they would have been so explicit in specifying how interest would accrue on the debt.[117] That can be seen in the only three acknowledgements which did not explicitly identify the creditor as a Jew. Produced by Clerk A at Lincoln, one document identified the creditor as Isaac, the son of Abraham, while two more named Isaac son of Esther, with neither being identified as a '*iudeus*'.[118] Admittedly, both names have particularly Jewish connotations, but it is upon the basis of the acknowledgements themselves, rather than the individuals' names, that religion has been assumed.

If the inclusion of this aspect of acknowledgements' diplomatic practice was not intended to 'other' the Jews, then another explanation is required. It must be noted here that, within the specific context of acknowledgements, it was not a bad thing to be Jewish.[119] It was, after all, that religious identity which conveyed to Jewish creditors the legal right to have their debts recorded, with an explicit provision for the exacting of profit (*lucrum*), and, if necessary, to have any disputes heard by a royal court, which could also enforce payment.[120] Consequently, the identification of creditors in this way did not emphasise religious difference but, rather, an important legal status which afforded Jews special privileges in regards to their moneylending activities which were not enjoyed by Christians in a comparable situation. Ultimately, this status was the key to the success of many Jewish creditors in thirteenth-century England, prior to the Statute of the Jewry (1275), and without such protections many would never have been able to recover their investments.

3.6 Repayment

Inherently, since acknowledgements record moneylending transactions, they tend to include the date of repayment. This was not the 'end' of the transaction, but the final point at which the debtor could repay the principal which had been borrowed from the creditor at the outset of the transaction. If they did, then that would mark the end of their obligations. Conversely, if the debtor failed to repay

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[117] On Christian bonds see Section 3.13 below.

[118] TNA E 210/74, 353, 354.

[119] I am grateful to Professor Judith Olszowy-Schlanger for her assistance with this point.

[120] On this aspect see Paul Brand, 'Jews and the Law in England, 1275–90', *English Historical Review*, 115 (2000) p. 1139.

the sum at that time, then profit would begin to accrue upon the transaction until full repayment had been made. In that respect, the date of repayment served an important legal function because it outlined when the first phase of the transaction would end. This also serves to highlight an inherent limitation of studying acknowledgements, which are expressions of intent, rather than a record of events as they had happened. Unfortunately, remarkably little source material has survived relating to the repayment of Jewish debts, so it is not ordinarily possible to establish whether, or how often, the principal was repaid by the specified date or how long interest accumulated. [121] Indeed, unless relations between the parties deteriorated to such an extent that they ended up in court – and the corresponding summary of the case has survived – then there is no way of knowing the extent to which the specifications outlined in the acknowledgement reflect the trajectory of the transaction.

In any event, the date of repayment was always specified according to the liturgical calendar, with the date being given on, or in relation to, a feast day, as would be expected given the conventions of the thirteenth century. This is in contrast to the dating clause which could use either the liturgical or solar calendar, so this represents a notable difference between the two clauses.[122] The nature and significance of the feast days which were used will be analysed in Chapter Four. Suffice it to say here that, on the whole, the same feast days were specified time and again in the records, particularly those relating to the main legal terms of Easter and Michaelmas.[123] The repayment itself could be expressed in two ways. First, the transaction could be constructed as a fixed term debt, with repayment in full becoming due on the stated day. In that instance the period of grace would extend from the date on which the acknowledgement was produced until the date of repayment. Second, the date of repayment could be given as instalments, with specified proportions of the principal being repaid at predetermined intervals. In the event that the debt was to be repaid in the space of a year, for example, the text would ordinarily state that a moiety was due on one date, with the remaining balance being repaid on the second date. In 1256, for example, James Wake borrowed £5 (100*s*) from Aaron, son of Abraham, with half to be repaid on the quindine of Michaelmas (13 October) and half on the quindine of Christmas (8 January 1257).[124] Equally, repayment might take place over a longer period, in which case the sum to be repaid at each term would be given. This accounts for only a small minority of cases, with instalments being used in only thirty-four (9.77%) extant acknowledgements. It also seems to have been more common for repayment by instalments to be specified in the earlier

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[121] Lipman, *The Jews of Medieval Norwich*, p. 86.

[122] See Section 3.11 below.

[123] See Section 4.7 below.

[124] TNA E 210/5251.

period – particularly before the 1260s. One possible reason which might explain this relates to the charge for removing acknowledgements for the *archa*. By the 1270s, it was required that the parties to a debt pay the chirographers 4*d* for the removal of an acknowledgement for an *archa*.[125] It is not clear when that charge was introduced, but it is possible that there was a link between that charge being introduced and the declining use of instalments. If it was required that an acknowledgement specifying repayment at a fixed term needed to be updated after an instalment, then it would make financial sense for the *archa* staff to produce them in that manner rather than outlining the terms of repayment for the outset. This way, both the clerks and chirographers would each receive 1*d* for every subsequently iteration of the chirograph, as opposed to just for the occasion when it was first recorded. It is also worth noting that debts which covered a longer term of repayment could be structured as a mortgage or annuity, but there are remarkably few extant acknowledgements of this type,[126] possibly because they were more closely linked to specific lands so were more likely to be destroyed at the conclusion of a transaction or sold on.

The year was also provided at this point in the text and would not generally be repeated in the dating clause. For reasons which are best understood in the context of the dating clause, prior to the mid-1220s, acknowledgements were not dated in relation to an event in the liturgical calendar rather than drawing from the regnal calendar. An acknowledgement from the early 1220s, for example, was to be repaid at Easter following the Translation of St. Thomas (Becket), which occurred on 7 July 1220.[127] In contrast, from the mid-1220s it was standard practice for the year to be specified according to the regnal calendar. For most of the period covered by this thesis, Henry III was king so that dating was ordinarily expressed as '*anno r*[*egni*] *r*[*egis*] *Henrici filii regis Johannis*' followed by the appropriate year of his reign, which ran from 28 October until 27 October. Inevitably, there were minor variances in how this was presented. It was conventional for the '*regni regis*' to be contracted to two lower case r's but at Nottingham one clerk denoted the same abbreviation with capital 'R's'.[128] More substantive, if still relatively minor, differences can be detected by focusing upon the acknowledgements produced by particular clerks at a given *archa*. At Canterbury, for example, Richard the Clerk and Clerks C and D did not identify King Henry using the patronymic 'son of king John' but, rather, labelled him as '*Henrici tercii*' (Henry the third).[129] Similarly, Thomas Man simply contracted

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[125] See Section 1.4 above.

[126] See, for example, TNA E 210/250.

[127] TNA WARD 2/60/234/63.

[128] See, for example, TNA E 101/249/7 no. 10–16.

[129] See, for example, WAM 9016, 9039, 9042.

the name of the king to the first letter, as in a transaction dated 23 December 1265 which was to be repaid at Easter in '*anno r*[egni] *r*[*egis*] *H*[*enrici*] *xl nono*'.[130] He adopted the same practice when Edward I became king, so '*anno r*[egni] *r*[*egis*] *E*[*dwardi*]'.[131] Indeed, at Canterbury it was altogether more common for Edward to be named without any further identification. That is in contrast to another *archa*, such as Lincoln, where the majority of documents identify the king through '*anno r*[*egni] r[*egis*] *Edwardi filii regis Henrici*'.[132] The one exception to the rule that acknowledgements were dated according to the regnal calendar comes from those documents produced by Clerk A at York in the 1230s. The better preserved of those documents – 1.1.Ebor.15c – gives the date not to the twenty-third year of Henry III's reign as might be expected but, rather, to '*anno gracie m ij cc tricesimo septimo*'.[133] Although the actual year in which the second document produced by that clerk has been lost, it can be seen that the year was again provided according to the year of grace.[134] This appears to have been a particular feature of an individual clerk's productions, rather than a general practice at the York *archa* because a second clerk there, who was active at around the same time, dated his acknowledgement to the regnal calendar.[135] Even taking into account these, often minor, variances, fundamentally the manner in which acknowledgements were dated from the mid-1220s until 1275/6 remained the same, irrespective of where they were written, when, or by whom.

Given that the commodity bonds produced after 1275 were still, fundamentally, contracts which necessitated repayment, the repayment clause was largely unaffected by the new legislation. One substantive difference between the extant acknowledgements and the commodity bonds relates to the nature of such transactions. Given that the latter documents required goods to be transferred, they also specify where the debt was to be repaid. All the extant bonds stipulate that this was to be done at the house (*apud domus*) of the creditor. On 16 May (Pentecost) 1277, for example, Jacob of Shirley (*de Schirle*) and his son Ranulph were to deliver 100 quarters of corn to the house of Master Elias son of Master Moses in London.[136] Although the bond in question does not give a more precise

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[130] WAM 9036.

[131] WAM 9125, 9127.

[132] See, for example, WAM 9014, 9093, 9095.

[133] Durham University Library, 1.1.Ebor.15c.

[134] Durham University Library, 1.1.Ebor.15d.

[135] Northamptonshire Record Office, F(M) Charter 2041.

[136] Record Office of Leicestershire, Leicester and Rutland, 26D53/2534.

location, from other sources it can best established that Elias lived on what is now Cannon Street.[137] The incorporation of this feature would, presumably, have more clearly defined how the transaction was to be completed, especially in instances where large quantities of commodities were involved. This addition is also important for historians, not least because it is by no means clear where repayment would have occurred prior to 1275. The Norwich Day Book gives the impression that they would have occurred at the *archa*, but a case which was discussed in Chapter One suggests that this was not the case because a new acknowledgement would need to be drawn up the next time the debtor was at the London *archa*.[138] The transition to dealing in commodities necessitated the addition of the location of repayment, given that quite large quantities of goods might need to be transferred to the creditor. In that instance, it would need to be taken to a location where the creditor was able to not only receive, but also store the goods. This presumably only became an issue worth noting after 1275, given that coins were more easily transferred and transported.

3.7 Penalty Clause

Arguably the most famous feature of thirteenth-century Anglo-Jewish moneylending activities is that individual transactions could accrue interest. This was only possible because a specific formula was inserted into acknowledgements specifying that would be the case if the debtor defaulted. The penalty clause is a particularly notable inclusion because while there were Christian moneylenders, like Adam de Stratton, this was the one feature which could not be included in their bonds (at least not explicitly).[139] That was largely because of the prohibition upon Christians lending money at interest. It must be noted from the outset of this discussion that monetary penalty clauses were not unique to acknowledgements or, indeed, the Jews. As Joseph Biancalana has shown, on the Continent it was reasonably common for such a provision to be inserted into charters from at least the sixth century onwards.[140] In contrast, if Anglo-Saxon charters included a penalty clause, then it was usually spiritual, rather than financial, in nature.[141] It was only after the Norman Conquest that monetary penalties began to be introduced but this should not be regarded as a Norman import, given that only around ten percent of conveyances from the duchy included such a provision at the beginning of the

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[137] Cecil Roth, 'Elijah of London: The Most Illustrious English Jew of the Middle Ages', *TJHSE*, 15 (1939–45), p. 39.

[138] See Section 1.6 above.

[139] See Section 3.13 below.

[140] Joseph Biancalana, 'Monetary Penalty Clauses in Thirteenth-Century England', *The Legal History Review*, 73 (2005), p. 235.

[141] Ibid, p. 244.

eleventh century.[142] Irrespective of the reason for which it was introduced, monetary penalty clauses quickly came to be integrated into English documentary culture thereafter. Initially, they were only to be found in the charters of the Conqueror himself, but by the late twelfth century they were being included in charters recording the sale of land as well.[143] Significantly, the earliest evidence that Biancalana found for the inclusion of such a clause in English contracts comes from the records of Jewish moneylending activities from the 1170s and 1180s.[144] Although he also cited the transcriptions of the thirteenth-century Norwich acknowledgements in Lipman's volume, it did not fall within the scope of his study to discuss acknowledgements more widely.[145] Had he done so, it would have been clear that acknowledgements survive in considerably larger numbers than the twelfth-century sources, all of which include a monetary penalty clause.

Within the context of the diplomatic of acknowledgements it is perhaps most significant to note that this provision, like many other elements of the main text of acknowledgements, predated the Articles of the Jewry. While some of the twelfth-century bonds do not specify the rate of profit, most set it at the rate of one, two, or three pennies in the pound at that early date.[146] Even so, the evidence which has survived suggests that two pennies in the pound was the most common.[147] As Biancalana suggested, while no such documents survive from earlier, it seems likely that, at the very least, Aaron of Lincoln's bonds had contained a monetary penalty clause from at least the 1140s.[148] If that were the case then all of the records generated by Jewish moneylending activities in the century and a half prior to the Statute of the Jewry (1275) all included exactly the same diplomatic clause. As has been seen previously in this chapter, it was common for formulae which developed in pre-regulation bonds to come to form an integral element of later acknowledgements after 1194. What is

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[142] Ibid, pp. 245–6.

[143] Ibid, pp. 246–7.

[144] Ibid, pp. 247–8.

[145] Ibid, p. 247, fn. 167.

[146] Richardson, *English Jewry*, p. 70.

[147] This was also the case in France where, from 1206, the rate of 'usury' was set at this rate: William Chester Jordan, *The French Monarchy and the Jews: From Philip Augustus to the Last Capetians* (Philadelphia, 1989), pp. 61–2.

[148] Biancalana, 'Monetary Penalty Clauses in Thirteenth-Century England', p. 247.

unique about this clause is the extent to which the Crown would seek to regulate it, first capping the maximum rate of profit from 1233 onwards, and ultimately banning usury after 1275.[149]

It was only after 1275 that this provision was forced to change. It has already been noted that the language of debt changed considerably after the introduction of the new regulations, with the clearest evidence of why that was the case coming from the penalty clause. If the primary impact of the Statute was to prohibit the Jews from lending money at interest, then the corollary of that was that the records of Jewish business activities could no longer include a monetary penalty clause. In effect, this was the one element of acknowledgements' diplomatic which was totally incompatible with, and antithetical to, the new regulations. There has been much debate about the extent to which Jews complied with this change, with historians like Lipman arguing that the commodity bonds which were produced in the final years of the thirteenth century merely hid the usury.[150] According to that line of argument, while the penalty clause was omitted from the text of commodity bonds, the principal concealed the usury. In contrast, Mundill concluded that although profit might accrue on these debts due to fluctuations in the price of commodities over the course of a year, this would not have been regarded as usury.[151] Although it is rarely included in such debates, it is worth noting that commodity bonds still needed to be drawn up by an *archa* clerk, in the presence of chirographers. As a result, it would have been incredibly risky to attempt to conceal anything, much less 'usury' which had, after all, been explicitly forbidden by the Crown. As was seen in Chapter One of this thesis, the penalty for producing a false acknowledgement could be severe, ranging from exile to death. Within the context of this study such debates are largely superfluous. As has been argued, a penalty clause was included in every record generated by Jewish moneylending activities from at least the end of the twelfth century onwards, and represented the profit which might be charged on debts in the event of default. Consequently, this represents another substantial feature which changed after 1275, and may also explain why that diplomatic change had to take place at all.

3.8 Security Clause

In addition to the penalty clause, acknowledgements also specified the terms upon which the creditor could enforce repayment. Specifically, transactions include a provision that the debt was secured upon the debtor's lands, rents and chattels. In the event the debtor defaulted upon their obligations, then this clause allowed for revenue from these to be used to repay the creditor both the principal which

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[149] See Section 1.8 above.

[150] Lipman, *The Jews of Medieval Norwich*, pp. 164–8.

[151] Mundill, 'Clandestine Crypto-Usury', p. 76.

had been borrowed and any profit which accumulated.[152] Yet, despite the importance of this clause within the overall context of the transaction, this provision was usually left ambiguous, merely stating that the debt was secured on 'all my [i.e. the debtor's] lands, rents and chattels' (*omnes terras meas redditus et catalla mea*).[153] At Canterbury, the clause used was even more vague, referring only to 'all that I hold' (*omnia que habeo*).[154] Only the very earliest acknowledgements, produced prior to 1226, give the precise extent of the lands upon which the debt was secured. A transaction from c. 1205, for example, details that Miles of Bray had pledged all his lands at Maldon and Netteswell, and all his other lands (*ei totam meam de Maudone et de Nethleswelle et omnes terras…*) to cover both the debt and interest.[155] On the whole, acknowledgements do not include the nature of the lands concerned, and certainly not after the 1220s. It is occasionally possible to establish the basis of those lands indirectly. Adam of Bushey (*Bysseye*), for example, had owed a yearly fee rent of £8 to Cresse son of Genta, which was granted to Adam de Stratton at Hilary Term 1269.[156] Clearly, Adam purchased the debt so that he could take control of those lands upon which the debt was secured and, in this instance, those can be established because, on 21 September 1273, Adam granted the lands back to the debtor's son and heir, Geoffrey, but such evidence is rare.[157] It might also be possible to establish the precise nature of the lands upon which a debt was secured by tracing the debtors, as will be seen in Chapter Five. In a more general sense, the validity of this approach can be seen by focusing upon those debtors at the upper end of the social spectrum. The highest profile, in terms of rank at least, of debtors named in the London acknowledgements was Alexander of Dundonald, fourth High Steward of Scotland, who borrowed £200 from Deulecresse son of Aaron on 9 September 1261.[158] Here, as in most other acknowledgements, the debt was simply secured upon 'all my lands, rents and chattels'. Given Alexander's prominence, it can be demonstrated that this refers to the extensive landholdings of the Stewart family in Renfrewshire, Ayrshire, Berwickshire, Roxburghshire and

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[152] See Section 1.8 above.

[153] TNA E 210/9 as transcribed above.

[154] See, for example, WAM 9015, 9039, 9103.

[155] *The Early Charters of Waltham Abbey*, p. 157.

[156] *CPREJ I*, p. 193.

[157] TNA E 40/5452.

[158] TNA E 210/18.

Haddingtonshire.[159] Those lands would more than have covered the extent of the debt.[160] Clearly despite the ambiguity of this clause, in most of the documents it was necessary only for it to be included to provide sufficient, legally enforceable, protections for the creditor.

3.9 Pledge

It was noted above that the pledge who stood as surety for a transaction was only sporadically included in acknowledgements. Indeed, only fifteen (4.31%) extant acknowledgements include this addition; it was probably omitted in most cases in favour of the security clause. To some extent, the nature of medieval moneylending activities made a pledge less important given that, ordinarily, money was lent to people whose reputation the creditor knew.[161] Where a pledge was given, it was usually entered into the text after the security clause. At Canterbury, on 15 April 1272, for example, 'Juliana, the sister' of the debtor was named as the pledge for the debt.[162] In effect, the clause detailed who would be responsible for fulfilling the terms of the debt if the original was unable to do so. From the scrutiny and receipt rolls, it seems clear that this was never a particularly common element of acknowledgements given that there are occasional references to a pledge in the summaries of transactions. The scrutiny of the Lincoln *archa* produced in 1240, for example, details that Ranulf the son of Robert of Prendergast had borrowed £1 16*s* 8*d* (2 marks 10*s*) from Leon son of Solomon of Lincoln, with his father standing as pledge for that transaction.[163] Unfortunately, the limited amount of source material which has survived makes it difficult to comment further on this topic.

3.10 Sealing and Confirmation Clause

As was seen in Chapter 1, from 1194 onwards it was required that at least one portion of the chirograph was to be sealed by the debtor.[164] The importance of seals and sealing in acknowledgements was also reflected in the text of these documents at some centres, with the

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[159] G. W. S. Barrow, 'Stewart family', *ODNB* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/49411 accessed on 16 Jul. 19.

[160] The summary of the document, taken from the *Catalogue of Ancient Deeds*, was included in the POMS database. For this see: 'Document 4/26/13 (CDS, V, No. 21)', *People of Medieval Scotland 1093–1371*, https://www.poms.ac.uk/record/source/4207/, accessed on 26 Sep. 19.

[161] Pamela Nightingale, *Enterprise, Money and credit in England Before the Black Death, 1285–1349* (London, 2018), p. 10.

[162] WAM 9016.

[163] TNA E 101/249/4.

[164] See Section 1.3 above.

penultimate clause conventionally stating that the debtor had confirmed the document with his or her seal, a provision which was also common in private charters produced from the mid-twelfth century onwards.[165] Such clauses came to be more fully integrated into document production by the thirteenth century, and a similar pattern can be detected in the records of Jewish moneylending activities from the late twelfth century onwards. Even in the earliest records, a sealing clause can be detected, and it seems to have been a relatively standard component of acknowledgements after 1194, although it was absent from the productions of a small minority of *archae*, namely Canterbury, Norwich and Nottingham. Unlike the county clause, no obvious reason presents itself for the omission of the clause at those centres beyond standard practice and local custom.

It must also be noted that the debtor did not just seal the debt on their own behalf but on the part of their heirs as well, as was also conventional in medieval private charters, which tended to be issued on behalf of the grantor and their heirs.[166] Conversely, this does serve to explain an important element of the 'Law and Custom of the Jewry' which was discussed in Chapter One of this thesis. Specifically, it was seen there that in the event that a debtor died, any obligation for fulfilling the transaction would be transmitted to their heir.[167] As was the case with the penalty clause, the inheritance of a debt was made possible only because it was specified within the original agreement that this would be the case. Significantly, even the barons at Runnymede did not dispute that debts could be inherited.[168] Although Chapters Ten and Eleven of Magna Carta sought to limit the extent to which interest could run during a minority and limit the impact that it could have on a widow, fundamentally they did not dispute the basic principle that a debt could, indeed should, be transmitted to the deceased's heirs. In that respect, the 'Law and Custom of the Jewry' did not simply draw upon statutes in moneylending cases but, fundamentally, enforced the transaction as it had been specified in the record of the debt. That this was an uncontentious element of Jewish moneylending activities can be seen from the fact that it was not possible to trace a single case of a debt being disputed on the grounds that it had been inherited.

3.11 Dating Clause

The most remarkable feature of acknowledgements is, arguably, the dating clause. This was ordinarily the final element of an acknowledgement's text, which specified the date on which the record was

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[165] Kaye, *Medieval English Conveyances*, p. 46.

[166] Ibid, p. 48.

[167] See Section 1.9 above.

[168] J. C. Holt, *Magna Carta* (Cambridge, 2015), p. 382.

produced. In contrast, English private charters more generally were not consistently dated before the end of the thirteenth century.[169] This can be seen in the DEEDS database which, in 2000, included 3,353 dated charters, accounting for around eight percent of the corpus,[170] while Sir Frank Stenton's edition of charters from the Gilbertine Houses included only ten of approximately 200 charters which were dated in some way.[171] Nor was a dating clause a common feature of Anglo-Jewish documents. Although Olszowy-Schlanger suggested that around thirty-five percent of documents within her corpus were dated, this figure must be treated with caution because any dating information was included within that figure.[172] Given that many of those documents relate to moneylending activities, it is likely that the date of repayment would be included in the document, but that information should not be regarded in the same way as an independent dating clause. Even if private charters produced during this period were dated, this was usually done inconsistently and could be given as the day on which the document was written, or even only the year.[173] To complicate matters further, the year might be expressed according to different reckonings of time, such as the year of the Incarnation or the regnal calendar.[174] In contrast, acknowledgements were invariably dated according to the day and year on which they were produced, distinguishing acknowledgements from private charters produced in the same period.[175]

The only variation in the dating clause relates to whether the liturgical or solar calendar was used, with the choice, apparently, being left to the staff of the local *archae*. At Canterbury and London, for example, it was common for the date to be supplied using the solar calendar following the practice of the royal chancery generally and charters specifically.[176] Conversely, at centres such as Hereford, Lincoln and Nottingham, the date was given using the liturgical calendar. Unless the date of repayment

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[169] On dating clauses in medieval European charters see Michael Gervers, 'Introduction' in Michael Gervers (ed.), *Dating Undated Medieval Charters* (Woodbridge, 2000), pp. 1–10.

[170] Ibid, p. 1.

[171] *Transcripts of Charters relating to the Gilbertine Houses of Sixile, Ormsby, Catley, Bullington and Alvingham*, ed. F. M. Stenton (Horncastle, 1922), pp. xxxii–iii.

[172] Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, p. 45.

[173] Kaye, *Medieval English Conveyances*, pp. 11–12.

[174] David Carpenter, 'The English Royal Chancery in the Thirteenth Century' in Adrian Jobson (ed.), *English Government in the Thirteenth Century* (Woodbridge, 2004), pp. 56–7. See also the Charter Rolls of King John: 'C 53/01 front', *The Magna Carta Project*, available online at http://magnacarta.cmp.uea.ac.uk/read/mosaics/C_53_01_front accessed on 26 Sept. 2019.

[175] Kaye, *Medieval English Conveyances*, pp. 11–12.

[176] See, for example: WAM 9021, 9022, 9024 [Canterbury]; TNA E 101/249/5 no. 1–6 [London].

fell in a different regnal year to the date of production, this would not usually be repeated but, rather, would be referred back to with a phrase such as 'in the same year' (*anno eodem*) or, simply, 'before' (*ante*).[177] Ordinarily, that does not present an issue for historians, except in instances where that information has been lost by later damage.[178] It only becomes problematic in the event of clerical error, of which there is only one example in our corpus.[179] In an acknowledgement from the Lincoln *archa*, which details that Bon' of Suh' had borrowed £2 5*s* (45s) from Isaac son of Esther on the 'vigil of St. Gregory in the same year' (11 March).[180] Unfortunately, the year had not been expressed earlier in the document, as was conventional, but the phrasing shows that this was clearly a clerical error, rather than a deliberate omission.

Although the dating clause became a constant feature of acknowledgements, the earliest surviving documents, as well as those produced prior to 1194, were not dated. Consequently, it is only possible to establish approximately when these documents were produced based upon the date of repayment. The first evidence of a dating clause being used in the diplomatic of acknowledgements comes from London in 1226 when an acknowledgement concluded with 'done on [*actum*] the twentieth [xx.] day of December'.[181] This is also the first acknowledgement which gives the year according to the regnal calendar and, with the exception of the two acknowledgements held at Durham, was the format in which every subsequent acknowledgement would be dated. Consequently, the dating clause can only be seen to have emerged as an integral element of the language of debt in the mid-1220s, some three decades after the Articles of the Jewry were first imposed. Where the county feature, the other major diplomatic development during this period, was only partially adopted into the writing of acknowledgements, the dating clause very quickly (if not immediately), became a ubiquitous feature. In the absence of additional evidence it is not possible to say why the dating clause was added. Even so, three obvious explanations present themselves. First, although dating was not a common feature of private charters during this period, it was more widely integrated into the productions of the royal chancery. It might follow, therefore, that the feature was transmitted into the text of acknowledgements either directly from the practices employed in royal documents, or by

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[177] *Anno eodem* was used everywhere except for Hereford where *ante* used instead. See, for example, TNA E 210/6, 8, 19.

[178] See, for example, TNA E 101/249/7 no. 17; WAM 9102.

[179] TNA E 210/74.

[180] TNA E 210/74.

[181] TNA DL 25/1341.

a clerk trained in the practices of royal document production.[182] Given that both of the major additions to the text of acknowledgements (i.e. the county and dating clause) have a potential link to the chancery, it is possible they originate there. In that respect, it may also be significant that the earliest examples of both of the additions come from the London *archa*. This, in turn, could suggest that both clauses originated in the documents produced at London and then were subsequently disseminated to more provincial *archae* but, equally, it could just reflect that nearly one third of all acknowledgements have survived from that centre. The insertion of a dating clause probably reflects practical need to be able to distinguish between different transactions in a chest. As was highlighted above, the date of repayment was usually expressed on, or in relation to, a major feast day, so the easiest way to locate a specific acknowledgement was using the date on which it was produced. This is reflected in the post-Expulsion scrutinies of the *archae*, produced in the winter of 1290–1, which omitted the date of repayment as well.[183] The third, and final, potential explanation for the dating clause to be so consistently included in acknowledgements relates to the profit which could accrue on the debt. Given that this would not begin to accumulate until a proscribed period of time had elapsed, the inclusion of the date on which the record had been produced provided evidence that a period of grace had, indeed, been observed. Were that not the case, then it might more easily have been argued that the money would have been lent usuriously. As will be seen in the next chapter the actual duration of that period was less important than the fact that there had been one.[184] Whether one, or all, of these factors contributed to the inclusion of a dating clause will, inevitably, remain a point of speculation. That being said, there are perfectly legitimate reasons for thinking that each might have contributed to its addition to acknowledgements.

The dating clauses also help to resolve a point of confusion which has, to a certain extent, been permitted to run throughout this thesis. That is, the point at which this study terminates, which has consistently been given as 1276, despite the fact that the 1275 *Statute* prohibited Jews from lending money at 'usury'.[185] The implications of that legislation for the records generated by Jewish business activities have been seen in every chapter of this thesis. It might, therefore, seem somewhat paradoxical that it does not terminate until a year after the terms of the new regulations came into effect. This is, in large part, due to a single acknowledgement which has survived from the Canterbury

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[182] On the influence of royal documents on record production in other contexts see Clanchy, *From Memory to Written Record*, pp. 75–80.

[183] TNA E 101/250/2–12.

[184] Lipman, *The Jews of Medieval Norwich*, p. 87.

[185] Brand, 'Jews and the Law in England', pp. 1140–4.

archa dated to 30 March 1276. In order to account for that document, the terms of reference have been extended throughout.[186] While the document was produced nearly six months after the Statute's prohibition on 'usury' came into effect, the document's diplomatic conforms to what would be expected of an acknowledgement, including the profit clause.[187] This might be treated as an anomaly, given that it is the only such example of a post-Statute acknowledgement. Equally, it might demonstrate that the clerk who produced it flagrantly disregarded the new regulations, were it not for evidence taken from the 1290–1 scrutinies of the Cambridge and Hereford *archae*.[188] These two rolls reveal that the 1276 Canterbury acknowledgement was not an isolated production. Rather, between them, the two scrutinies include details of twenty transactions which were produced after the Statute came into effect. At Cambridge the latest such transaction was produced on 30 September 1276, while at Hereford documents date to as late as 10 October 1276.[189] Unfortunately, no evidence of post-Statute acknowledgement production can be detected in the Devizes or Exeter scrutiny rolls.[190] It would appear, therefore, that the Statute was systematically disregarded at at least three *archae* (Cambridge, Canterbury and Hereford) for up to a year after its terms came into effect. This seems most unlikely though, especially because the records were still subject to production in the context of the *archae* system.[191] A different, and more probable, explanation for these documents is that, although the records were produced after the imposition of the Statute, the debts which they recorded were transacted before that date. This may have happened if part of the principal had been repaid necessitating the replacement of the chirograph. That would, after all, be consistent with the terms of the 1275 legislation which did not seek to cancel existing transactions.[192] Rather, its provisions aimed to prevent new transactions from being conducted, upon which interest could accumulate.[193] In that respect, there is nothing incongruous about pre-Statute debts continuing to be recorded in the same manner well into 1276.

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[186] WAM 9103.

[187] On this see Ch. 3.

[188] TNA E 101/250/3, 5.

[189] TNA E 101/250/3, 5.

[190] TNA E 101/250/2, 11.

[191] Admittedly, though, the terms of the Statute did not include any penalties for continuing to produce documents in the traditional manner. In that respect, there was no explicitly stated deterrent in the legislation.

[192] Brand, 'Jews and the Law in England', p. 1140.

[193] Mundill, *Solution*, p. 291.

The 1290–1 scrutiny of the Cambridge *archa* also provides evidence that updated transactions were dated to the day on which they were written, rather than to the date of the original transaction.[194] In 1290–1, five debts were enrolled from Cambridge which date to 1272–3. Instead of being dated to '1 Edward I' (20 November 1272 – 19 November 1273) as would be expected, the regnal year is actually given as '57 Henry III'. That year would have run to 27 October 1273 had Henry not died on 16 November 1272.[195] Despite this, transactions continued to be produced using the old king's dating system until at least 14 September 1273, ten months into Edward's reign. That this might have been a deliberate act on the part of the clerks, as opposed to a scribal error, can be established by the presence of an additional five transactions produced between April and July 1273 which are correctly dated to '1 Edward I' (20 November 1272 – 19 November 1273).[196] The most probable explanation for this is that, as in the case of the transactions dated to 1276, the records replaced earlier ones. The only difference here is that the original dating system was retained, in spite of the death of the king.

As with so many other elements of acknowledgments' diplomatic, the dating of documents changed considerably following the imposition of the Statute of the Jewry (1275). Where it had been standard practice to include a dating clause in acknowledgements over the previous half century, only three of the extant commodity bonds are dated, while the other three are not. It is significant that the three dated bonds (as well as one of those which is undated) were produced at London, where acknowledgements had been dated according to the solar calendar. In contrast, the two dated commodity bonds from that centre used the liturgical calendar.[197] One document produced in 1286, for example, was dated to the Tuesday before the Pentecost (12 May) 1282.[198] That there was a deliberate shift in dating practices after 1275 can be established from the Cambridge scrutiny roll produced in 1290.[199] There, all of the transactions, except for four bonds, which were produced after the Statute of the Jewry, were dated using the solar calendar.[200] Curiously, a third commodity bond which has survived from the London *archa* was not dated at all, which contrasts markedly with the

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[194] TNA E 101/250/3.

[195] C. R. Cheney, *A Handbook of Dates for Students of British History*, rev. Michael Jones (Cambridge, 2000), p. 33.

[196] Ibid.

[197] TNA DL 25/1182, 3409.

[198] TNA DL 25/3409.

[199] TNA E 101/250/3.

[200] Ibid.

practices which had been employed in acknowledgement production for the previous half century.[201] Of the remaining three bonds, one was produced at Hereford, Nottingham and York, of which only the Nottingham bond was dated.[202] This is an especially surprising omission because, when the contents of the *archae* were enrolled following the Expulsion, the date on which the transaction was produced was invariably given.[203] This presents two possibilities. Either, the undated bonds are anomalies, which do not reflect standard practice during this period, or there was a level of inconsistency in the dating of commodity bonds which is reflected in the small number of extant documents. If the second explanation is the correct one, then it follows that a record of the date of the transaction was kept elsewhere. In the absence of additional commodity bonds, it is not possible to establish which of those two options is more likely. What should be noted here is that those inconsistencies only came to be integrated into the records generated by Jewish business activities following the 1275 legislation.

3.12 Endorsements

The feature which is conspicuous in its absence from an acknowledgement's text is a witness clause. This is especially notable given that where diplomatic elements such as the dating clause were inconsistently included in charters, witness lists were more widespread. Even the post-Statute commodity bonds sometimes included such a clause. The Sheriff of Yorkshire, Gerard de Clifton, for example, witnessed one such document along with John Sampson 'and others'.[204] It does not automatically follow that acknowledgements were not witnessed. Inherently, the nature of the *archa* system meant that all acknowledgements were witnessed by the chirographers of the *archa*, at least when they were deposited in the chest, if not when they were written.[205] It may well have been for this purpose that the Articles of the Jewry had specified that acknowledgements were to be admitted into the chest only in the presence of as many chirographers as were available at the time.[206] More tangibly, a witness, and any other additions which did not fit into the general diplomatic of a transaction, might be included in an acknowledgement as an endorsement on the dorse. Endorsements also reinforce the importance of approaching acknowledgements in their original form, rather than using a modern edition, but when the E 210 acknowledgements were catalogued, these

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[201] Record Office of Leicestershire, Leicester and Rutland, 26D53/2534.

[202] Herefordshire Archive and Records Centre, AH 81/34; Hull History Centre, U UDDWB/23/4; TNA C 146/1360.

[203] See, for example, the scrutiny of the Hereford *archae*: TNA E 101/250/5.

[204] Hull History Centre, U DDWB/23/4.

[205] See Section 1.3 above.

[206] *Chronica*, p. 266.

were included or omitted without any obvious pattern.[207] The impact of this is significant given that 105 (30.17%) documents include an endorsement. Broadly speaking, endorsements could take three forms. First, and most commonly, they could name the witness to the transaction using the phrase '*teste*'.[208] In the context of thirteenth-century Jewish moneylending activities, this would have provided additional protections for the creditor. Equally, for historians, they provide a hitherto untapped source for accessing individuals of a professional and mercantile class, particularly in the urban context. In the London acknowledgements witnesses are identified with professions such as: 'merchant',[209] 'draper',[210] 'butcher',[211] 'wine seller',[212] 'tailor'[213] 'shoemaker',[214] 'carter',[215] 'moneyer'[216] and 'moneylender' (*lucrer*).[217] Additionally, the related phrase '*Et vocatur*' (And I call…) was used in much the same way, to call an individual to witness a document.[218]

Second, endorsements could outline additions to the principal which was to be repaid, or to the form of repayment, since the acknowledgement was produced. Typically, these would take the form of commodities, as in the case of an acknowledgement of 18 July 1266, for example, which includes an endorsement specifying that half a sum of corn was to be paid on the feast of the beheading of St John the Baptist (29 August).[219] That such additions were treated with the same significance as the form of repayment specified in the main text can be seen from the 1262 receipt roll, where three of the transactions were summarised with a note containing additional information on the dorse.[220] In one such transaction, for example, Geoffrey Constantine of Sutton (Bedfordshire)

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[207] *A Descriptive Catalogue of Ancient Deeds*, 6 vols. (London, 1900) iii, pp. 407–48 *inter alia*.

[208] See, for example, TNA E 210/11, 12, 13.

[209] TNA E 210/244.

[210] TNA E 210/5711.

[211] TNA E 210/33, 35.

[212] TNA E 101/249/5 no. 4.

[213] TNA E 210/12, 54.

[214] TNA E 210/39.

[215] TNA E 210/270.

[216] TNA E 210/11

[217] TNA E 210/16, 23.

[218] See, for example, TNA E 210/43, 58. For examples of both phrases being used see TNA E 210/16, 263.

[219] TNA E 210/39.

[220] TNA E 101/249/10. For a more thorough discussion of the roll see Chapter Four of this thesis.

owed Bonefrey son of Isaac £10, while on the dorse an additional payment of a summa of corn was also specified.[221] In another instance, the acknowledgement was endorsed to reflect that, while the main text specified that repayment of the principal would be just at Michaelmas (29 September), this had been amended to three weeks later (20 October).[222] Third, information about the creditor, which did not fit into the main body of the text, for whatever reason, could also be specified here. This was most obviously the case when there were multiple creditors but only one could be named in the main text. Endorsements provide the solution to this by allowing the name, or names, of other creditors on the dorse of an acknowledgment. In 1262, for example, John of Plumberow borrowed £20 from Gamaliel of Oxford. From the endorsement on the dorse of that document, however, it can be established that half of the debt was to be repaid to another London Jew: Cresse son of Genta.[223] Equally, if one party was to relieve a third, or even a quarter, of the repayment, then this would also be added as an endorsement.[224] This serves to reinforce the importance of not treating either the legal evidence or the acknowledgements in isolation. It is only when the two bodies of evidence are considered together that an obvious reason presents itself for why one creditor might be added as an endorsement, rather than being included in the main text.

Having addressed the types of endorsements which appear on acknowledgements, it is also important to address Hebrew additions which are conspicuously absent from this corpus. While Judith Olszowy-Schlanger has shown that Hebrew endorsements were relatively common on Latin documents, that is not the case with acknowledgements, with only nine including Hebrew endorsements.[225] Here the archival context of the documents is relevant because the surviving acknowledgements are predominantly those which were deposited in the *archae*. It comes as little surprise, therefore, that so few Hebrew endorsements can be traced: the documents would, likely, never have been held by a Jew who could add such an addition. Of the nine examples of Hebrew endorsements, five appear on the section of the chirograph which would have been retained by the creditor,[226] while two more appear on documents which were removed from an *archa* following the

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[221] TNA E 101/249/10 m. 1.

[222] TNA E 210/39.

[223] TNA E 210/1364.

[224] See, for example, TNA E 210/1364, 1482, 2041.

[225] Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, pp. 134–5. For the acknowledgements endorsed in Hebrew see: British Library, Harley Ch. 43 A 54; Cambridge University Library, Doc. 3781, 3782, 3793; Durham University Library 1.1.Ebor.15c, 1.1.Ebor.15d; TNA WARD 2/60/234/63; WAM 9015, 9016.

[226] British Library, Harley Ch. 43 A 54; Cambridge University Library, 3782, 3783; Durham University Library, 1.1.Ebor.15c; TNA WARD 2/60/234/63.

sale of a debt.[227] Curiously, there are also two acknowledgements from the WAM collection with Hebrew endorsements, for which no explanation can be given.[228] In contrast all of the commodity bonds produced following the introduction of the 1275 legislation contain a Hebrew endorsement, which supports the argument that those documents were less likely to be deposited in an *archa* but, instead, were retained by the creditor. In either event, as will be seen in the next chapter of this thesis, it is important not only to consider the contexts within which an acknowledgement was produced but also the context which resulted in their survival in order to explain the absence of Hebrew endorsements on acknowledgements.

3.13 Adam de Stratton's Bonds

The final section of this chapter moves away from the Anglo-Jewish sources to consider acknowledgements with the bonds of a Christian moneylender. In particular, this section focuses upon Adam de Stratton, who was a clerk of the main Exchequer, a position which he probably owed to his status within the Redvers family.[229] In the mid-1260s, he became the Chamberlain of Receipt and, by roughly this time, had acquired an enormous personal fortune from his business dealings, which included moneylending and purchasing Jewish debts.[230] As for the Anglo-Jewish community, the good times were not to last and, in 1290, Adam was convicted of felony, but he managed to escape execution.[231] In the following year he was tried once more (this time for forging charters) and, following his conviction at the end of 1292, he was executed by mid-August 1294.[232]

Adam's bonds have been selected, over those of any other Christian financiers of the thirteenth century, such as members of the Cornhill family, for several key reasons. First, he had extensive business dealings with the Jews and from at least the late 1260s onwards, and he can be seen in the Plea Rolls of the Exchequer of the Jews purchasing debts from Jews.[233] In Hilary Term 1268, for example, Henry III confirmed the sale of two debts to him which had originally been owed to Hagin,

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[227] Cambridge University Library, Doc. 3781; Durham University Library, 1.1.Ebor.15d.

[228] WAM 9015, 9016.

[229] Robert C. Stacey, 'Stratton, Adam of', *ODNB*, available online at https://doi.org/10.1093/ref:odnb:26652 accessed on 8 July 2019.

[230] Ibid.

[231] Ibid.

[232] Ibid.

[233] See, for example, *CPREJ I*, pp. 193, 206.

the son of Master Moses, and Cok, the son of Cresse, to Adam.[234] As a result, Adam would have been familiar with both the form and function of acknowledgements and, by extension, might have modelled the records of his own activities upon them. Certainly, as will be seen, there are a number of key similarities between Adam's bonds and acknowledgements. Equally, given his position at the main Exchequer, he would have been familiar with the standards of official document production in the thirteenth century which, again, could have fed into the production of his bonds. Third, and finally, Adam's bonds coincide approximately with the largest concentration of acknowledgements during the 1260s and early 1270s. As a result, it is possible to compare directly the two sets of sources in a way which would not be possible if later evidence was being relied upon. This comparison will highlight the similarities and differences between Jewish acknowledgements and Christian bonds. Equally, this discussion will help to situate the Anglo-Jewish sources into a wider framework of private charters produced in thirteenth-century England which served a similar purpose. This discussion will be far from exhaustive and it will consider Adam's bonds only in so far as that is necessary to understand the wider context within which acknowledgements were produced.

There are many similarities between acknowledgements and Adam de Stratton's bonds. Conversely, the most obvious difference between the two types of the records must be addressed first, which is the nature of the transactions. Inherently, acknowledgements detail the particulars of a monetary transaction but, as has been seen, that might also include a payment of goods as well. In contrast, Adam's bonds were most often structured as rents of mortgages on a particular property or manor. On 13 March 1268, for example, Rosamund Marmion pledged an annual payment of £19 from her manor at Checkondon in Oxfordshire which was to be repaid on 25 March and 29 September.[235] Equally, Adam's bonds could simply specify a monetary payment. On 6 April 1267, Philip Avenel promised to pay Adam the sum of 100 marks.[236] Like Jewish commodity bonds, this document not only specified when the sum was to be repaid but also where, with repayment due on the following feast of St. John the Baptist (24 June 1267) at Adam's London house in the parish of St. Stephen. In either eventuality, the text of the document was presented as a declaration by the debtor delivered to the creditor, in the same way as acknowledgements or Christian charters more generally. It is also worth noting that Adam's bonds were produced as charters rather than as chirographs. The significance of this difference should not be exaggerated, however. After all, the form that acknowledgements took was not something Jewish creditors had any influence over but, instead, was imposed by the Crown.

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[234] *CPREJ I*, p. 206.

[235] TNA E 42/77.

[236] TNA E 40/5814.

Likewise, although it was becoming increasingly common for private business documents to be written in French, rather than Latin, by 1300 all of Adam's bonds are written in Latin.[237]

Unlike acknowledgements, which integrate the names of the debtor and creditor (as well as the principal) into the debit clause, Adam's bonds include a more general opening address, which was more variable than was the case with acknowledgements. They either call upon 'All the faithful in Christ who see the present text…' or, more simply, those who see the text, like the post-1275 commodity bonds. As is the case with all the Anglo-Jewish sources, this portion of the document is more important for historians because it gives us the name of both the debtor and creditor. This would be followed by the amount of money which was to be paid to the creditor and the date of repayment. That such provisions were present irrespective of whether the creditor was Jewish or Christian, speaks more to the nature of the transactions than the religious identity of the parties to the debt. Indeed, any business record would inherently have to include such information. In that respect, records are blind to such things as race, ethnicities, and backgrounds, even if the clerks who wrote them were not. Indeed, as was observed earlier in this chapter, the most substantive difference between the text of an acknowledgement and a Christian bond is that the latter does not contain an overt penalty clause. That is not in the least because of secular and ecclesiastical attitudes to lending money at interest, and repeated prohibitions which were imposed by both on Christians.[238] Like acknowledgements, Adam's bonds do include a security clause – using either the debtors lands and tenements or their 'movable and immovable' (*mobilia et* immobilia) goods.[239]

This clause was ordinarily followed by two final clauses, which could be switched around. One was a witness clause which was absent from acknowledgements. Again, this might be more of a reflection of the way in which Adam's bonds were produced. Unlike acknowledgements, the production of Christian bonds was not regulated by the Crown prior to the 1280s, so the document needed to be witnessed to provide additional securities to the transaction, for both debtor and creditor, in the same way as was necessary for post-1275 commodity bonds. Again, this demonstrates the importance of the administrative context within which acknowledgements were produced. The second feature with which Adam's bonds could conclude was a dating clause, as each of those

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[237] On the increasing use of French see Clanchy, *From Memory to Written Record*, pp. 208–11. For an example of a Christian bond written in French see TNA E 210/2457. This is not, however, representative of even that creditor's bonds given that every other debt owed to Stephen of Cornhill that I have been able to trace was recorded in Latin.

[238] For the English context see Rowan Dorin, 'Banishing Usury: The Expulsion of Foreign Moneylenders in Medieval Europe' (Harvard, unpublished PhD diss., 2015), pp. 30–79.

[239] See, for example, TNA E 40/5139, 5814.

documents was dated. Most of Adam's bonds specified the date on which the document had been produced, but there could be some fluctuation with a single transaction from Edward I's reign which is merely dated to February.[240] The remainder of the documents were given according to either the solar or liturgical calendar, with little consistency being discernible. Nor was this feature unique to Adam's bonds, and it can be detected in the bonds of other Christian lenders like Stephen of Cornhill.[241] Here it is important to account for a discrepancy in the records of different Christian business activities. As with acknowledgements, Adam's bonds were conventionally dated according to the regnal calendar, but this need not have been the case as can, again, be seen from Stephen of Cornhill's bonds, which were more commonly dated to the Year of the Incarnation.

The final point which must be made here again reveals the importance of the administrative framework in the production of medieval bonds. As was highlighted in Chapter Two, although some individual clerks included a line filler at the end of their productions, on the whole such devices are absent from acknowledgements. Indeed, they were largely superfluous, not least because any later additions would be meaningless unless they could also be included in other sections of the chirograph. In contrast, Adam's bonds consistently included a line filler in the event that there was additional space on the final line of the document.[242] Ordinarily this would take the form of a broken line which would stretch from the final word of the text to the right-hand margin of the document. One curious example, did not use a line filler but, rather, repeated the year (*quinquangesimo primo*) an extra four times to give the same effect.[243] What needs to be noted here is that it was seen as necessary to add the feature at all. In the absence of the protections which were inherent to acknowledgements produced under the *archae* system, it was crucial to insert such a provision. This, again, serves to highlight how the administrative structures which were introduced in 1194 served to shape the development of the language of debt over the following eight decades.

Having considered the texts of Adam's bonds, albeit briefly, it is important to make two key points. First, while there are some significant differences between acknowledgements and Adam's bonds, fundamentally they share many of the same formulae. In this respect, it must be recognised that the nature of the transactions made a more significant impact on the diplomatic of the documents than the identity of the parties to the debt. Second, while there are some important differences

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[240] TNA E 40/1113. Unfortunately, the year of Edward's reign has been damaged.

[241] For Cornhill's bonds see, for example, TNA E 210/4257, 4616, 6467.

[242] See, for example, TNA E 40/5139, 7270, 7278.

[243] TNA E 40/5814.

between acknowledgements and Adam's bonds, the same is not true of the post-1275 commodity bonds. Indeed, they share many features, which might suggest that Christian bonds were used as a model for the later bonds in the absence of the structure which was afforded by the *archae* system. While it would be difficult to sustain such an argument upon the basis of Stephen of Cornhill's bonds which only survive from after 1275, that is not the case with Adam's which all predate the Statute of the Jewry (1275). In either case, it is important to note that the contents of the document were more heavily influenced by the nature of the transaction than by the religion of the creditor.

3.14 Conclusions

Throughout this chapter it has been seen that while the Articles of the Jewry had a dramatic impact on many elements of Jewish moneylending activities for the next century, the diplomatic of acknowledgements was largely unaffected by these provisions. Indeed, as has been shown repeatedly, the language of debt remained roughly the same from the twelfth century until 1275/6, when the Statute of the Jewry, not only changed the types of transactions that Jews could conduct but also, crucially, impacted irrevocably upon the form and content of the records generated by Jewish business activities. Yet, it is far from ideal to divide acknowledgements according to the piece of legislation under which they were produced. Indeed, in terms of the language of debt, the records of Jewish business activities must be divided into three distinct groups. The first is not, as might have been anticipated at the outset of this research, pre-regulation documents. Instead, this is the twelfth-century financial instrument which appears to have been produced until the mid-1220s. Second, there is the acknowledgement which includes a precise dating clause that forms the bulk of the material which has survived. In chronological terms, at least, this might most clearly be defined as a Henrician instrument which emerged after 1226. Third, there were the commodity bonds produced during the final fifteen years of the Anglo-Jewish community. This serves to emphasise the importance of considering the diplomatic of acknowledgements in detail. Ultimately, this chapter has demonstrated that, although the legislative framework within which acknowledgements were produced must be taken into account, it is possible to overstate its importance if one treats it in isolation from the actual records of Jewish business activities. Equally, as was the case in the previous chapter, it has been seen that in order to understand the acknowledgements and their contents fully, it is necessary not only to analyse them as a corpus, but also to divide them according to the centre at which they were produced and, indeed, according to the clerks who produced them.

Chapter 4: The Particulars of Debt

4.1 Introduction

On 24 November 1275, the Crown issued orders that eighteen *archae* were to be visited by pairs of (named) officers.[1] They were tasked with opening each chest, scrutinising its contents, and enrolling the acknowledgements that it held in the presence of the Christian and Jewish chirographers who administered each chest.[2] Three weeks later, on 15 December 1275, similar orders were issued in relation to the *archae* at London and Warwick.[3] Those commands were carried out during the winter of 1275–6, with the Hereford chest being visited on 27 December 1275, followed by those *archae* at Colchester (29 December 1275), York (9 January 1276), and Exeter (c. 14 February 1276).[4] The remaining scrutinies are either undated (as in the case of Oxford) or are heavily damaged (as in the case of Bedford and Northampton), so a full chronology of the scrutiny process cannot be established. It is clear, however, that the orders were carried out in the winter of 1275–6.[5] Scrutinies were introduced by the Crown from c.1239, several decades after the introduction of acknowledgements, in part as a means to assess the extent of Jewish wealth.[6] In that sense, they are a particularly important source for historians, because the details of more than 1,600 transactions from the *veteres archae* have been transmitted to us via these rolls.[7] Conveniently, for the purposes of this study, most of the extant lists relate to centres for which no, or very few, acknowledgements have survived, such as Exeter or Oxford.[8] The purpose of this chapter is much the same as the Crown's when it initiated the scrutiny process. That is, it seeks to scrutinise the acknowledgements in order to establish what can be learned by analysing the particulars of debts. In effect, this goal will be accomplished by

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[1] *CPR 1272–81*, pp. 126, 127.

[2] See, for example, TNA C 47/9/48, 49; WAM 6973.

[3] *CCR 1272–1279*, p. 260.

[4] TNA C 47/9/48 [Colchester], 49 [York]; TNA E 101/249/31 [Exeter].

[5] TNA E 101/249/32 [Oxford], 33 [Northampton], E 101/686/7 [Bedford].

[6] Other reasons for conducting a scrutiny are discussed in Dean A. Irwin, 'From Chirograph to Roll: the records of thirteenth-century Anglo-Jewish moneylending' in Ionuţ Epurescu-Pascovici (ed.), *Accounts and accountability in late-medieval Europe: records, procedures, and socio-political* (Turnhout, 2020), pp. 260–3.

[7] Ibid, p. 255; TNA E 101/249/3, 4.

[8] TNA E 101/249/31–2; E 101/250/2. For the use of the Exeter scrutiny roll see Hannah Meyer, 'Female moneylending and wet-nursing n Jewish-Christian relations in thirteenth-century England', (Cambridge, unpublished PhD diss., 2009), pp. 83–4, 90–2.

extracting the details of each individual transaction in order to consider them as part of a wider dataset, which will be supplemented by the scrutiny rolls.

Such an approach to acknowledgements is not novel. Indeed, where historians have considered these records at all, it has been to mine them for their contents.[9] Such endeavours have been localised in nature, focusing upon the acknowledgements which were produced at specific centres. In his doctoral work, Mundill analysed the acknowledgements from Canterbury and Lincoln held in the WAM collection.[10] In contrast, this chapter will analyse the records of Jewish moneylending transactions on both a local and national level. Ultimately, it will be seen that there are inherent difficulties to analysing acknowledgements in this way, although such issues are not insurmountable. Indeed, once the limitations of individual collections are taken into account, it becomes possible to gain an understanding of the scale and extent of Jewish moneylending activities. Such an approach effectively inverts the model adopted elsewhere of drawing conclusions from local evidence and then applying them to the national picture.[11] This change is especially important because, as was seen in the previous chapter, the activities conducted at some *archae* could be 'insular' in nature, whilst at others they could be conducted on a national scale. Consequently, this analysis will consider patterns of Jewish moneylending on a local and national level, in order to account for these variances in lending patterns. It must be noted that acknowledgements are particularly well suited to an analysis of this kind, because when their generic formulae are discounted, all of the documents include the same basic particulars.[12] It is those details which were extracted when the contents of acknowledgements were summarised during the scrutiny process.[13] The corollary is that the same analytical approach can be employed in relation to every document, as opposed to treating different groups of documents separately.

4.2 The Sources

So far in this thesis it has been possible to treat all 348 extant acknowledgements as a single corpus of evidence. Such an approach has been facilitated by the fact that all acknowledgements were

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[9] V. D. Lipman, *The Jews of Medieval Norwich* (London, 1967), pp. 86–9; Robin R. Mundill, 'The Jews in England 1272–1290' (St. Andrews, unpublished PhD diss., 1987), esp. ch. 8.

[10] Mundill, 'The Jews in England 1272–1290', pp. 187–9, 272–3. Although his study also included the Hereford, no acknowledgements from that centre survive in Westminster Abbey.

[11] On the issue of applying conclusions about Jewish moneylending to other geographical areas see Meyer, 'Female moneylending and wet-nursing', pp. 10–11.

[12] See section 3.1.

[13] Irwin, 'From chirograph to roll', pp. 256–8.

produced by the same administrative structure, even if minor discrepancies were introduced as a result of when, where or by whom a document was produced. Conversely, the subsequent histories of the different collections of acknowledgements mean that they must be addressed in different ways. Those differences are exemplified by the experiences of the WAM acknowledgements compared to those in the two main series at TNA.[14] While the WAM documents are those which remained in the *veteres archae* at the time of the Expulsion, TNA's 'E 101' and 'E 210' acknowledgements were probably removed from the chests in the decades prior to 1290. The contrasting histories of the two collections have significant implications for this chapter. Because the WAM acknowledgements were never removed from the *archae*, they might have been bad debts which proved difficult (or impossible) to collect.[15] Equally, they might reflect the final stage of an individual transaction but did not need to be removed from the *archa* because a quitclaim had been issued so as to nullify the acknowledgement while avoiding the 4*d* fine needed for the removal of a document from the chest.[16]

Similarly, the two most substantial collections of acknowledgements held at TNA also carry problems which must be addressed here. Given that they were removed from the *archae* by the Crown, they might not reflect Jewish moneylending activities. Instead, they could demonstrate a deliberate pattern of acquisition on the part of the Crown. That is to say, if the king wished to consolidate or extend his influence in a particular area, then he might take over debts which were secured upon lands there. This was a practice which was famously employed by Edward I's queen, Eleanor of Castile.[17] This led the fourteenth-century chronicler, Walter of Guisborough to remark that '[t]he king [Edward I] desires to get our gold; the queen [Eleanor of Castile] our manors fair to hold'.[18] Equally, the king could cancel debts owed by individuals to show favour. Following the death of David of Oxford in 1244, for example, Henry III took a number of debts into his hands as part of the fine which was owed by David's heirs in order to inherit his estate.[19] Amongst these were debts owed by

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[14] What follows is drawn from Dean A. Irwin, 'From *Archae* to Archives', *Archives*, 52 (2017), pp. 1–11.

[15] Robin R. Mundill, *The King's Jews: Money, Massacre and Exodus in Medieval England* (London, 2010), pp. 106–7.

[16] See Section 1.4.

[17] See Section 1.7.

[18] Quoted in Robert C. Stacey, 'Parliamentary Negotiation and the Expulsion of the Jews from England', *Thirteenth Century England*, 6 (1997), p. 81.

[19] Suzanne Bartlet, *Licoricia of Winchester: Money, Motherhood and Murder in the Medieval Anglo-Jewish Community* (London, 2009), pp. 57–60.

Henry's sister, Eleanor, which the king cancelled.[20] This might be interpreted as the act of a benevolent king, and brother, but the fact remains that Henry was able to show favour without incurring any financial costs to himself. There is also a third type of acknowledgement, which falls outside of the models established for the WAM and main TNA acknowledgements. These are documents which were either removed from an *archa* by the parties to a debt, or never deposited in the first place. Examples of such acknowledgements can be found in the Cambridge University Library, where there are four acknowledgements, two of which (Cambridge University Library, Doc. 3781, 3784) would presumably have been removed from the Canterbury *archa* by the creditors, while the other two (Cambridge University Library, Doc. 3782, 3783) would have been retained by the creditors. Acknowledgements which were never deposited into an *archa* account for a small proportion of this corpus, with only eleven such documents included here, so it is more difficult to account for issues introduced into the dataset by these documents than the others.

These issues will be mitigated in this analysis by the inclusion of two additional sources. First, where scrutiny rolls have survived, these will be used as far as possible to supplement this dataset. Rolls survive from Lincoln and Cambridge in 1240, from Colchester, Exeter, Hereford, Oxford and York in 1275–6 and for Cambridge, Devizes, Exeter and Hereford in 1290–1.[21] Unfortunately, the 1275–6 scrutinies of the Exeter and York *archae* have suffered severe damage, so they will not be included here.[22] In the case of Exeter inventories of the *veteres archae* also survive from 1290–1, so this will be used instead.[23] To some extent, the scrutiny rolls will be introduced into this study for comparative purposes, so as to broaden the geographical scope of this study. That is particularly important because the number of operational *archae* fluctuated from around seventeen to twenty-six.[24] This fluidity in numbers can be seen in the case of 1275. As has already been highlighted, at the end of the year, shortly before the *veteres archae* were replaced, there were twenty chests but twelve months earlier that number would have been twenty-four. As it was, in January 1275 the Jews had been expelled from Eleanor of Provence's dower towns of Cambridge, Gloucester, Marlborough, and Worcester,

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[20] TNA SC 1/3/99, the debt was cancelled, in part, because the *archa* copy could not be located in the Oxford *archa*. See also Louise J. Wilkinson, *Eleanor de Montfort: A Rebel Countess in Medieval England* (London, 2012), p. 76.

[21] 1240: TNA E 101/249/3–4; 1275: TNA C 47/9/48–9, E 101/249/31–32; 1290: TNA E 101/250/2, 5, 11.

[22] TNA C 47/9/49; E 101/249/31.

[23] TNA E 101/250/2. Scrutinies also survive from Hereford *veteres archa* in 1276 and 1290 but for ease of comparison I have utilised the 1290 roll: TNA E 101/250/5.

[24] Joe and Caroline Hillaby, *The Palgrave Dictionary of Medieval Anglo-Jewish History* (London, 2013), p. 95.

with the instruction that they take the chests with them.[25] Whether that final instruction was carried out or not is unclear, especially given that there was still an *archa* at Cambridge in 1290.[26] Of those twenty-four centres which had chests in January 1275, acknowledgements have only survived from ten of those centres.[27] This number can be extended to fourteen chests when data extracted from the scrutiny rolls is also included.[28] In a practical sense, there are also centres, such as Colchester and Hereford, for which relatively few acknowledgements have survived. There, it is desirable to include the scrutinies so as to test the conclusions which have been reached upon the basis of a relatively small number of documents. In the case of Colchester only eight acknowledgements compared to forty-four transactions preserved on the scrutiny roll, while at Hereford, eleven chirographs are extant compared to the 204 debts which were entered onto the 1290–1 scrutiny.[29]

The second source which will be used at various points to supplement this analysis is the 1262 receipt roll.[30] Unlike most receipt rolls, this does not list payments by individuals, or communities, to a specific tallage.[31] Instead, it details all of the 'charters, tallies and instruments' which were transferred to the Crown since the scrutinies had been conducted in the previous summer.[32] Significantly for this study, the debts were also listed according to the *archae* from which they had been removed. As Mundill highlighted, this roll must be treated with caution given that 'is not a full *archae* scrutiny and thus naturally gives a distorted view of the total value of Jewish business'.[33] Moreover, where scrutiny rolls include, at the very least, either the date of repayment or of the transaction, this information was ordinarily omitted from receipt roll summaries.[34] In the case of the 1262 receipt roll, the only exceptions to that rule come in instances where annuities are concerned.[35]

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[25] *Select Pleas, Starrs, and Other Records from the Rolls of the Exchequer of the Jews A.D. 1220–1284*, ed. J. M. Rigg (London, 1902), p. 85.

[26] TNA E 101/249/29.

[27] Canterbury, Colchester, Hereford, Lincoln, London, Norwich, Nottingham, Warwick, Winchester and York.

[28] Cambridge, Devizes, Exeter, Oxford.

[29] All of the surviving acknowledgements from Colchester are listed on the 1275 scrutiny: TNA C 47/9/48.

[30] TNA E 101/249/10.

[31] Robin R. Mundill, *England's Jewish Solution: Experiment and Expulsion, 1262–1290* (Cambridge, 1998), pp. 150–2.

[32] WAM 6726, 6733, 6888, 9003. Discussed in Irwin, 'From Chirograph to Roll', p. 261.

[33] Mundill, *England's Jewish Solution*, p. 152.

[34] Irwin, 'From chirograph to roll', p. 257.

[35] Ibid; TNA E 101/249/10.

That is, debts which would have required an annual, rather than a fixed term, repayment, such as a transaction dated 17 December 1260 where William son of Stephen of Kingston (Nottinghamshire) and John Meynel Scot (Leicestershire) owed an annuity of £1 (20s) to Cresse son of Genta, which was to be paid three weeks after Easter.[36] Yet, if a scrutiny is, first and foremost, a list of acknowledgements held in an *archa* at the time that it was searched, the 1262 receipt roll is an inventory of those debts which were taken into the hands of the Crown, at a specific time. This is particularly important in the context of this study because, as has been seen, many of the surviving acknowledgements underwent the same transition into royal hands. As such, the 1262 receipt roll allows the 'E 101' and 'E 210' acknowledgements to be contextualised in much the same way that our understanding of the WAM acknowledgements is advanced by the scrutinies.

4.3 Contexts

Before proceeding with this analysis of the particulars of debt, it is important to address three preliminary points of context. First, it must be established whether the surviving evidence is representative of medieval Anglo-Jewish moneylending activities more generally, especially in view of the large number of surviving documents from the London *archa* in comparison with anywhere else. When the 204 documents in TNA's two main series of acknowledgements are considered alongside the number of transactions (whether they be charter or tally) listed in 1262, broadly the same pattern emerges. As Graph 4.1 indicates, TNA's acknowledgements conform to the model of the 1262 receipt roll, with a particular spike in the London data.[37] Two anomalies must be addressed here. First, although debts taken from the Lincoln *archa* are well represented in the 1262 receipt roll, relatively few acknowledgements from that centre have been preserved within TNA's collection. This deficit does not present an issue here because forty-one acknowledgements from the Lincoln chest are held in the WAM collection, in addition to the 1240 scrutiny roll. The Winchester evidence must also be addressed. In 1262, a small, but not negligible, number of debts were transferred from that centre, but only three Winchester acknowledgements have been preserved.[38] This is especially notable because Winchester was home to some of the most significant Jewish financiers in thirteenth-century

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[36] TNA E 101/249/10, m. 1.

[37] In both instances, the percentage is given as the proportion of the debts being considered rather than as an overall percentage of acknowledgements or entries on the receipt rolls from centres for which no acknowledgements have survived.

[38] An additional acknowledgement which was probably produced at Winchester has been preserved in Oxford: Magdalen College, Oxford, Misc. 284.

England, including Licoricia of Winchester and her sons.[39] It would not necessarily be expected that she would appear in the 1262 receipt roll, as entries relating to Jewish women account for only a minority of cases in the Jewish receipt rolls.[40] The absence of acknowledgements from Winchester more generally is difficult to explain.

Even taking these discrepancies into account, it seems that the 'E 101' and 'E 210' acknowledgements are representative of wider trends of document production, rather than reflecting an accident of survival. That so many acknowledgements survive from London is surely a reflection of the fact that this was the largest and richest centre in England, with other centres of production reflecting the wealth of the community at which they were generated. Consequently, while only a small proportion of Jewish moneylending transactions have been preserved as the original chirograph, those documents will be taken to be representative of the scale of Jewish moneylending activities more generally.

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[39] Like many Jewish women, Licoricia appears only fleetingly in the receipt rolls, however, a single debt owed to her is listed in the 1262 receipt roll, but it was removed from the Nottingham, rather than the Winchester, *archa*: TNA E 101/249/10.

[40] See Section 4.3.

Graph 4.1: Comparison of TNA Acknowledgements with 1262 Receipt Rolls

Graph 4.1: Comparison of TNA Acknowledgements with 1262 Receipt Rolls
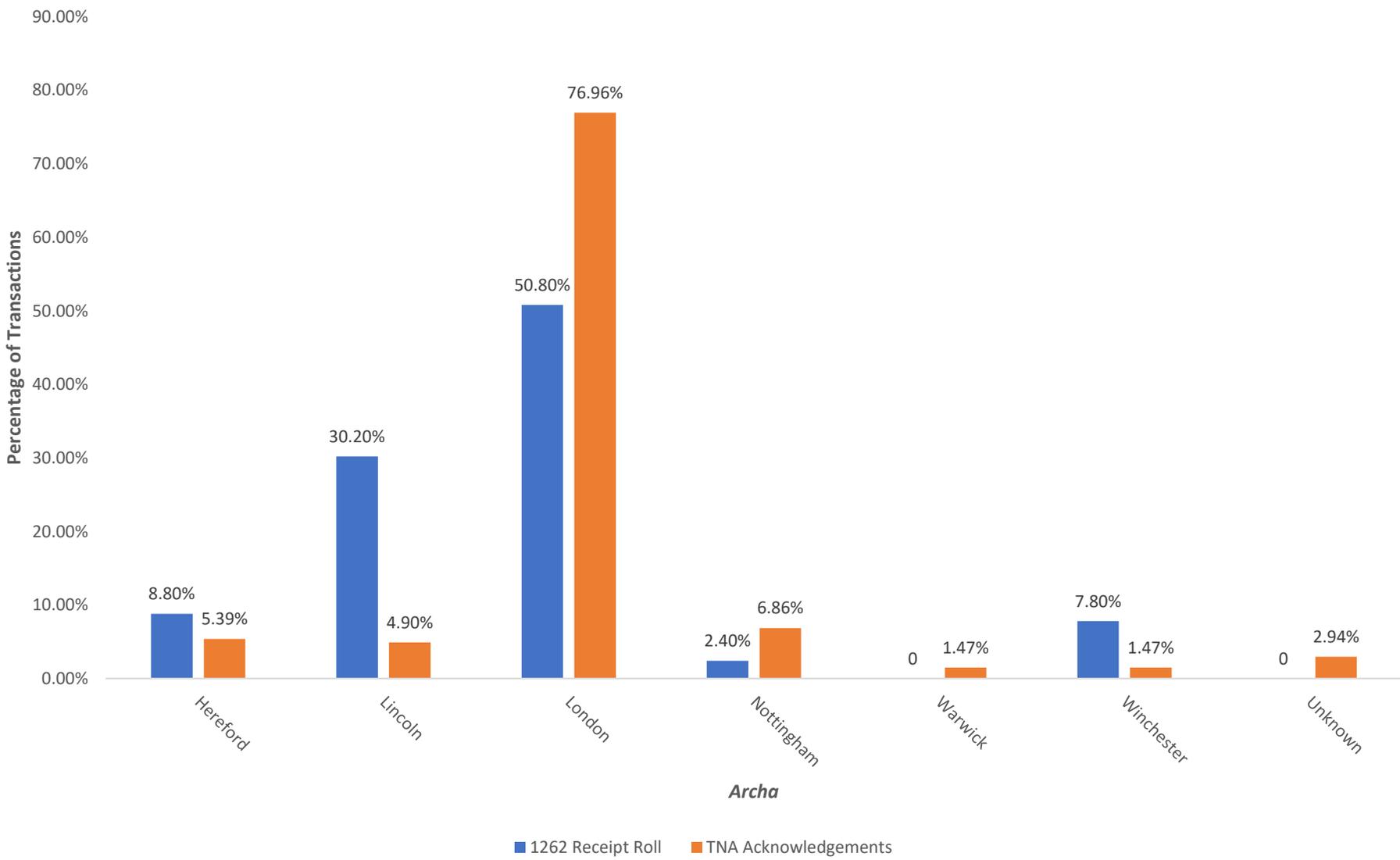
The second point of context which must be taken into account here is one of chronology. In this respect the dating clause, which was explored at length in the previous chapter, is invaluable. If acknowledgements are treated together, as in Graph 4.2, then it appears that the majority of the documents were produced between the mid-1250s and the mid-1270s. Indeed, 79.89% of all of the records in the corpus were produced between the beginning of Henry III's forty-first regnal year (28 October 1256) and the end of Edward I's fourth regnal year (19 November 1276). Conversely, when the acknowledgements are divided according to their archival collection, a rather different conclusion presents itself. This is seen in Graph 4.3, where TNA's 'E 101' and 'E 210' acknowledgements were produced mainly in the final sixteen years of Henry III's fifty–seven year reign, whereas the WAM acknowledgements are largely a product of the early years of Edward I's reign. In both instances, the chronological distribution of the transactions reflects the custodial history of the documents being considered. That TNA's acknowledgements are largely a product of the final years of Henry III's reign corresponds to the fact that this was a period of increasing royal exactions from the Jewish community, when debts would be transferred to the Crown as payment.[41] As a result, it comes as little surprise that 73.53% of the 'E 101' and 'E 210' acknowledgements were produced between 1256 and 1272, when the coffers of the Anglo-Jewish community had already been severely depleted. In contrast, the WAM acknowledgements are predominantly the product of a slightly later period which, again, is consistent with their archival history, because these are the documents which remained in the *veteres archae* at the time of the Expulsion. It follows, therefore, that a large proportion of the records held in that series would have been produced in the years immediately preceding the imposition of the Statute of the Jewry (1275) and the closure of those chests. Indeed, forty-six (34.85%) of the acknowledgements in that collection are dated to 1275 alone. This discussion serves to demonstrate that, in addition to the geographical limitations of the sources, there are also chronological issues which must be addressed. In turn, these factors impact upon the extent to which it is possible to apply the conclusions reached in this chapter to Jewish moneylending more generally, since they are derived from documents which apply specifically to two decades of Anglo-Jewish moneylending activities. This issue can be countered by the two 1240 scrutiny rolls. Not only do those transactions pre-date the majority of surviving acknowledgements but, crucially, they were also produced before two decades of great change and turmoil for England's Jewish community. In that respect, these rolls allow the chronological scope of this chapter's conclusions to deal with longer term developments in Jewish moneylending practices over the course of the thirteenth century.

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[41] R. C. Stacey, '1240–60: a Watershed in Anglo-Jewish Relations?', *Historical Research*, 61 (1988), pp. 135–50.

Graph 4.2: Acknowledgement Production by Decade

Y-axis: Number of Acknowledgements

X-axis: Decade (Regnal Year)

Data values by category:
- Richard: 0
- John: 2
- 1-10 Henry III: 2
- 11-20 Henry III: 7
- 21-30 Henry III: 18
- 31-40 Henry III: 34
- 41-50 Henry III: 107
- 51-57 Henry III: 86
- 1-4 Edward I: 85
- Unknown: 7
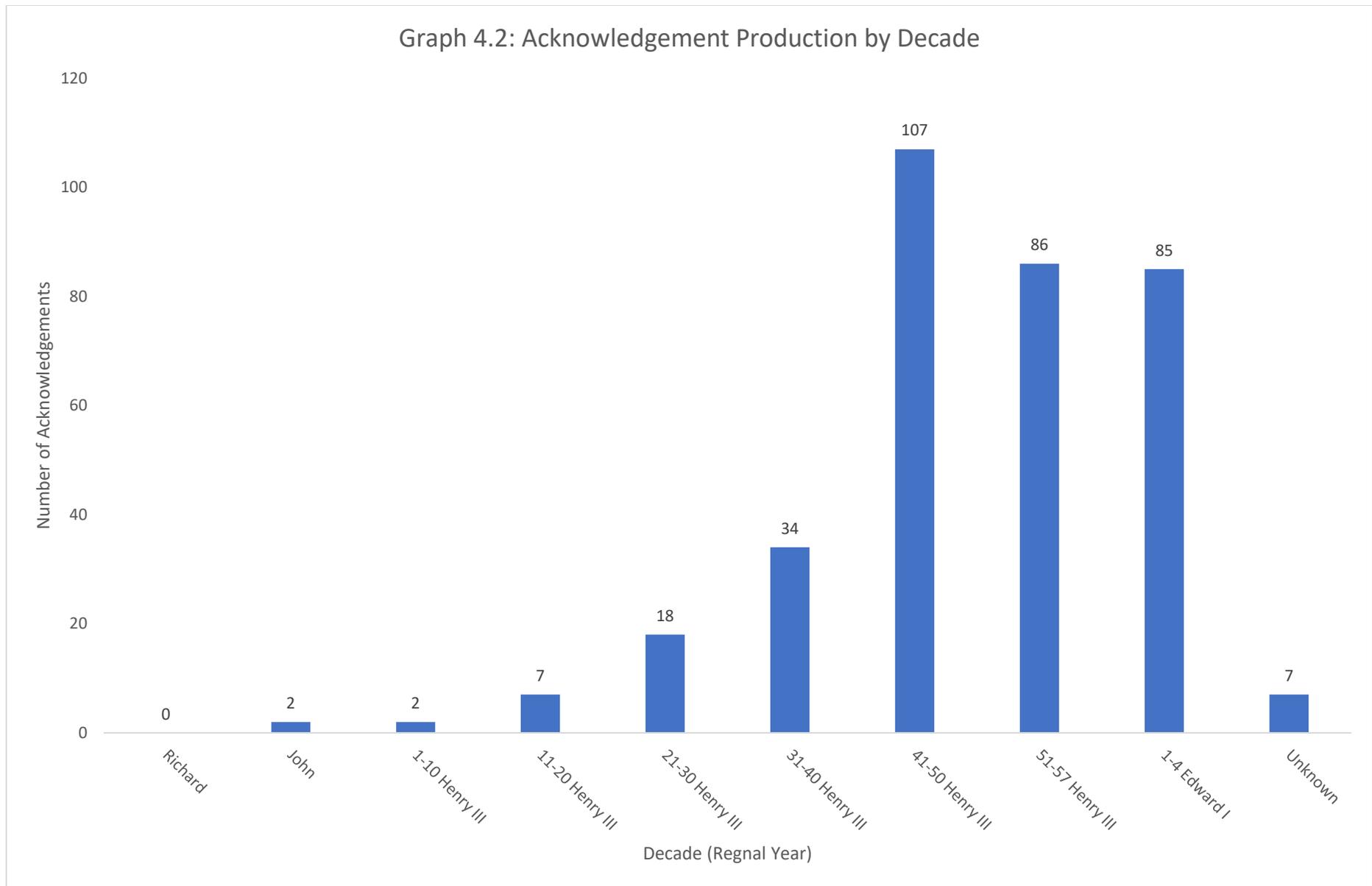
Graph 4.3: Acknowledgement Production by Decade
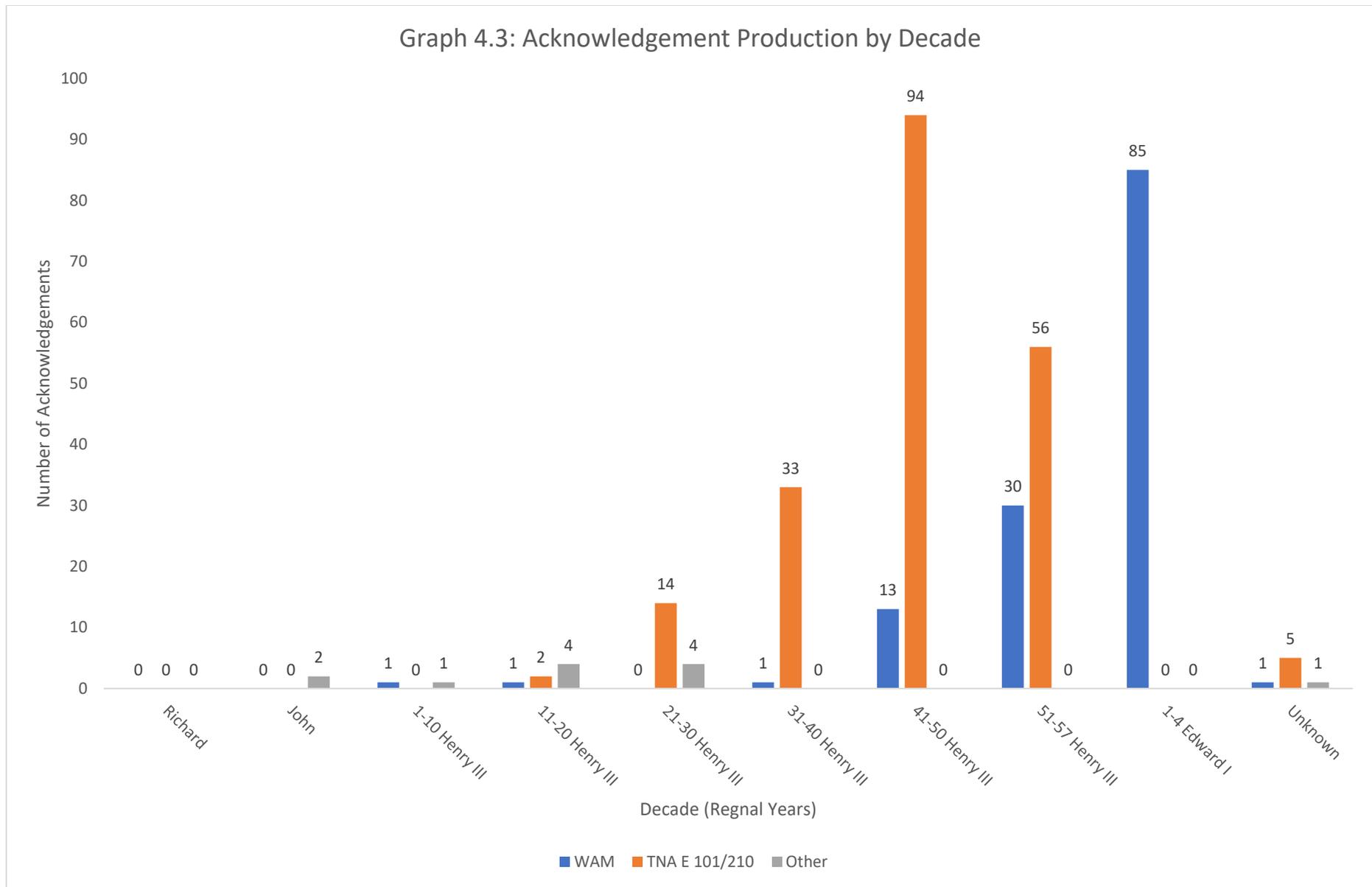
4.4 Gender and Naming Practices

One of the most valuable features of acknowledgements, from the perspective of the historian, is that each document includes the names of the Christian debtor, or debtors, and the Jewish creditor.[42] The significance of such a repository of information has not been missed by historians studying the records of Jewish moneylending activities. The earliest such studies focused exclusively upon the Jewish creditors named in the records.[43] In his summary of the 1290–1 scrutiny rolls, for example, B. L. Abrahams summarised the debts owing to individual Jewish creditors, but he did not provide any details about the identities of the debtors.[44] More recent research has highlighted the importance of tracing the identities of the debtors as well, in both a geographical and socio-economic sense.[45] In general terms, some of the debtors appear only fleetingly in the records, while others show themselves to have been consistent debtors. The Somerset debtor Baldwin de Wayford, for example, falls firmly into the latter category given that seven acknowledgements, produced between 1254 and 1261, have survived.[46] While all of these acknowledgements were produced at the London *archa*, the 1262 receipt roll also reveals that Baldwin's debts were recorded at Exeter, Lincoln, London Northampton, Wilton, and Winchester *archae*.[47] As might be expected, debts tend to survive in larger numbers for some of the more significant creditors. This is particularly obvious in the case of TNA's acknowledgements, given that the debts were transferred by those who had regular dealings with the Crown. At the London *archa*, for example, fifty-seven creditors are named in the 158 surviving acknowledgements.[48] As was seen in Table 3.1, although some Jews are named in multiple acknowledgements, the majority of creditors appear in just one or two of the acknowledgements. From an analytical perspective, the existence of such a substantial body of evidence has allowed historians to gain insights into the lives of individuals and to examine the relationships which bound

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[42] Mundill, 'The Jews in England', pp. 317–27.

[43] See, for example, B. L. Abrahams, 'The Condition of the Jews of England at the Time of their Expulsion in 1290', *TJHSE*, 2 (1894–5), pp. 86–105.

[44] Ibid.

[45] See, for example, Mundill, *England's Jewish Solution*, ch. 7.

[46] TNA E 210/2, 15, 17, 243, 245, 246, 345.

[47] TNA E 101/249/10.

[48] For the purposes of this calculation Gamaliel of London and Gamaliel of Oxford, who are named in five transactions, are treated as separate individuals, it is not entirely clear (to me at least) that they were not the same person.

Christian debtors and Jewish creditors.[49] This led Mundill to argue that 'the majority [of debtors] were not from the *archa* towns but from manors and villages in their hinterland',[50] while Hannah Meyer used the evidence of names within the records of Jewish moneylending transactions to argue that debtors tended to borrow from the same familial unit, irrespective of gender.[51] Building upon her work, it could also be argued that debtors not only sought credit from the same familial units but also, crucially, from members of the same professional units.[52]

The feature of debtors' names which have received particular attention are the toponymics which are used to locate them.[53] Much work has been done, particularly by Mundill and Meyer, to map the distribution of debtors upon the basis of toponymic evidence.[54] Such research has enabled a number of important conclusions about Jewish moneylending activities to be reached. In her doctoral work, Meyer concluded in relation to the Exeter evidence that '[f]or the majority of the Christian client-base [of rural debtors] it would not have been possible to reach the *archa* town in a day's "reasonable" travel'.[55] As an extension to this she argued that it was more likely that Jewish creditors went to their Christian clients rather than the other way around.[56] Mundill also provided an extensive summary of Christian naming practices on the basis of 790 transactions from Canterbury, Hereford, and Lincoln.[57] Given the extent of that analysis, and because his conclusions are only reinforced by this corpus, that examination of the sources will not be repeated here. Suffice it to say, debtors could be identified in three ways.[58] The least helpful of these is using onomastics, or the study of proper place names, which might be used to infer status but, as was seen in Chapter Three, there are inherent issues with drawing any conclusions based on nomenclature alone.[59] Second, and the most common

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[49] See, most obviously, Mundill, 'The Jews in England', pp. 308–53; Meyer, 'Female moneylending and wet-nursing', pp. 114–45.

[50] Mundill, 'The Jews in England', p. 352.

[51] Meyer, 'Female moneylending and wet-nursing', pp. 95–6.

[52] Irwin, 'Social Hierarchies and Networks in the Thirteenth Century London Jewry', *Proceedings of the Thirteenth Century Conference*.

[53] Mundill, 'The Jews in England', pp. 318–9; Meyer, 'Female moneylending and wet–nursing', p. 146.

[54] Mundill, 'The Jews in England', pp. 343–53; Meyer, 'Female moneylending and wet-nursing', pp. 146–75.

[55] Meyer, 'Female moneylending and wet-nursing', p. 157.

[56] Ibid, pp. 164–73.

[57] Mundill, 'The Jews in England', pp. 317–27.

[58] Ibid, p. 317.

[59] Ibid; Section 3.5.

way to identify a debtor, was using a locative, most obviously in the form of a toponymic.[60] These, as Mundill observed, can be divided into 'highly localized' and 'less localized' locatives.[61] The former are particularly common in the Canterbury acknowledgements, where there are examples of 'de la *Leye* (of the Wood)'[62] and 'de la Dane (of the Valley)'.[63] The latter, in contrast, associate debtors with particular manors such as Finglesham,[64] Hythe,[65] and Malling in Kent.[66] To this list, a third, more general, category could be added given that, as was seen in Chapter Three, debtors could also be located through the addition of the county in which they were resident at some centres.[67]

The third category which could be used to identify debtors are descriptions which might highlight a physical feature, characteristic, occupation or rank.[68] A Bedfordshire debtor named William was identified as '*le coynte*' (the cunning), for example, while another debtor was identified as '*le Bel*' (the Beautiful).[69] Such descriptors are more commonly used to describe Christians than Jews, although there are some isolated examples of them being used in relation to Jews as well. The 1262 receipt roll, for example, records that Petecost the clerk, son of Thomas of Oxford, borrowed 20*s* from 'I[saac] the small' [*I' Le curt*], with the superscript 'Isaac the fat' being added.[70] Individuals might also be identified in acknowledgements according to their occupations. In the extant Lincoln acknowledgements, for example, debtors are identified as 'goldsmith'[71] and 'tailor'.[72] The final way that a debtor could be identified was by using their title, which was most obviously done in the case of knights.[73] Just because a debtor held a particular office, however, it does not necessarily follow that this would be deployed

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[60] Mundill, 'The Jews in England', pp. 318–20.

[61] Ibid, p. 318.

[62] WAM 9037.

[63] WAM 9088, 9172.

[64] WAM 9029.

[65] WAM 9123.

[66] TNA E 210/7.

[67] See Section 3.4.

[68] Mundill, 'The Jews in England', p. 317.

[69] TNA E 210/274, 347.

[70] TNA E 101/249/10.

[71] WAM 9160.

[72] WAM 9131.

[73] See, for example, WAM 9014, 9095, 9140.

in the text of an acknowledgement. In 1271, for example, Odo of Westminster entered into two transactions with Master Elias son of Master Moses.[74] Although this was before he was appointed as remembrancer of the Exchequer in 1273, he had occupied the office of 'melter of the exchequer' since 1263 and was, by the late 1260s, often identified as 'Master' on account of his education at the University of Paris.[75] Often, locatives and descriptors could be deployed together but, equally, they could be used interchangeably, as in the case of the Middlesex debtor Augustine who, in one transaction was identified simply as 'le Blunde',[76] while a transaction summarised on the 1262 receipt roll identified him with Tottenham.[77]

On the basis of the historiography, it might also be expected that a significant number of acknowledgements would name female creditors, but that is not the case in this corpus. Indeed, only fourteen documents name female creditors.[78] In order to understand why that should be the case it is necessary to consider the later history of the documents, rather than the circumstances of their production. After all, the work of Hannah Meyer has shown that Jewish women could enter into moneylending transactions with Christians on the same terms as men, so where are all of the Jewish women?[79] The problem is that although Jewish women could initiate business relations with Christians, it does not also follow that they could similarly terminate transactions with the same ease. As was seen in Chapter One, Jewish women could not issue a starr to end a transaction in their own right.[80] This, in turn, might have made it more likely for parties to ensure that the acknowledgement was removed from the *archa* because the creditor's gender could introduce additional uncertainties to a transaction, in a way which was unnecessary if the creditor was male. This could explain why there are only fourteen acknowledgements naming Jewesses as creditors in the WAM collection.[81] Equally, although Meyer explored important evidence of Jewish women's tallage contributions, these account for only a minority of entries on the receipt rolls. Indeed, Julie Mell has shown, using the returns of a

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[74] TNA E 210/65, 273.

[75] David Crook, 'The Early Remembrancers of the Exchequer', *Historical Research*, 53 (1980), pp. 15, 22.

[76] TNA E 210/244.

[77] TNA E 101/249/10 m.1.

[78] An additional acknowledgement form c.1221 lists a male and female creditor: WAM 9029.

[79] For the conspicuous absence of Jewish women in a very different context see Sara Lipton, 'Where are the Gothic Jewish women?', *Jewish History*, 22 (2008), pp. 137–77.

[80] See Section 1.6.

[81] British Library, Harley Ch. 43 A 54; TNA E 210/76, 252, 261, 262; WAM 9029, 9036, 9089, 9094, 9127, 9138, 9139, 9157, 9173.

series of tallages, that women account for between ten and twenty percent of the names in receipt rolls that she consulted.[82] Indeed, even the wealthiest Jewish woman – Licoricia of Winchester – appears in only three entries, with payments totalling just £9 6*s* 8*d*.[83] In contrast, even a middling male Jew can be traced with more precision than that. Cresse son of Genta, for example, can be traced in the records paying £274 16*s* 8*d* over the course of the thirteenth century.[84] Fundamentally, this means that it would not be expected that the acknowledgements held in TNA's 'E 101' and 'E 210' series would include a substantial number of documents naming Jewish women for the simple reason that these records are primarily those which were transferred to the Crown as tallage payments.[85]

It must be concluded, therefore, that although Jewish women could (and did) lend money during this period, acknowledgements are particularly ill-suited to accessing details of those transactions. Indeed, Jewish women account for such a small proportion of creditors that it is difficult to introduce a gendered narrative into this discussion. Despite this, there is no discernible difference between acknowledgements which record the transactions of male and female creditors. Nor, based upon Meyer's findings, would we expect there to be any difference. In that respect, at least, it is possible to conclude that there was not a gendered aspect to the production of acknowledgements, even if there was in terminating a transaction.

4.5 Catallum

The surviving acknowledgements provide a fascinating insight into the scale of borrowing, both at individual *archae* and for England as a whole. Indeed, when all of the acknowledgements are taken together, then the transactions which they record equate to £2,570 0*s* 8*d*.[86] As would be expected given that more evidence has survived from the London *archa*, nearly half of the outstanding money was owed at this chest, with transactions totalling £1,361 0*s* 8*d*. It is important not to presume a correlation between the number of surviving acknowledgements and the proportion of debts in strict

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[82] Julie L. Mell, *The Myth of the Medieval Jewish Moneylender*, 2 vols. (London, 2017), i, p. 168.

[83] TNA E 101/249/10; E 101/250/14; E 401/43.

[84] Irwin, 'Social Hierarchies and Networks'.

[85] For a full analysis of the tallage contributions of Jewish women see Meyer, 'Female moneylending and wet-nursing', pp. 57–81.

[86] This figure does not include six transactions which have been damaged: Durham University Library, 1.1.Ebor.15d; TNA E 101/249/7 no. 5; TNA E 210/31, 5415; WAM 9154, 9155. For ease of comparison, only fixed term transactions are included so another eight acknowledgements have also been omitted: Cambridge University Library, Doc. 3782, 3784; Magdalen College, Oxford, Misc. 284; TNA E 101/249/7 no. 10; TNA E 210/46, 250, 364, 366.

monetary terms. This is most clearly seen with the Canterbury and Lincoln evidence. While approximately the same number of acknowledgements have been preserved from both centres, with fifty-three and fifty documents respectively, 51.81% more money was owed at the Lincoln chest. A similar pattern can be detected in the Norwich and Colchester documents. The Norwich *archa* was considerably more important than the one at Colchester, and nearly three times more acknowledgements have survived from the former centre. Yet 45.39% more capital was owed by debtors at the smaller chest. In both instances, this anomaly is explained by the status of debtors. The extant acknowledgements from Lincoln and Colchester include a large number of knightly debtors, which has inflated the sums concerned.[87] The scale of the surviving evidence presents a number of analytical opportunities, but it is necessary to preface this examination with a word of caution. In particular, the corpus is largely a product of the third quarter of the thirteenth century, a period which has been regarded as one of decline for the Anglo-Jewish community.[88] The sums which are being dealt with here, therefore, do not reflect the scale of Anglo-Jewish moneylending for England as a whole or for the 'halcyon years' of the early decades of the thirteenth century.[89] The scale of the difference between the two periods can be seen with reference to the two scrutiny rolls of the Cambridge and Lincoln *archae* produced in 1240 are treated together.[90] The debts which were contained in those two chests alone equate to £6,863 3*s* 1*d*. It is, therefore, important to supplement the dataset to account for chronological and geographical disparities. As a result, it will be possible to comment on the evolving nature of Anglo-Jewish moneylending transactions across the period.

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[87] See below for the average size of a knightly transaction.

[88] Stacey, '1240–60', pp. 138–9.

[89] R. B. Dobson, 'The Decline and Expulsion of the Medieval Jews of York', *Transactions of the Jewish Historical Society of England*, 26 (1974–8), p. 36.

[90] TNA E 101/249/3–4. Those transactions which give payment in goods, rather than money, have not been included in this calculation.

Graph 4.4: Total *catallum* borrowed from each *archa*

£1361 0*s* 8*d*

£462 5*s*

£237 4*s* 8*d*

£191 *13*s *4*d

£104 13*s* 4*d*

£53 16*s* 8*d*

£45 15*s*

£43

£28 12*s*

£5

£7

Total *catallum*

Archa

Canterbury · Colchester · Hereford · Lincoln · London · Norwich · Nottingham · Unkown · Warwick · Winchester · York
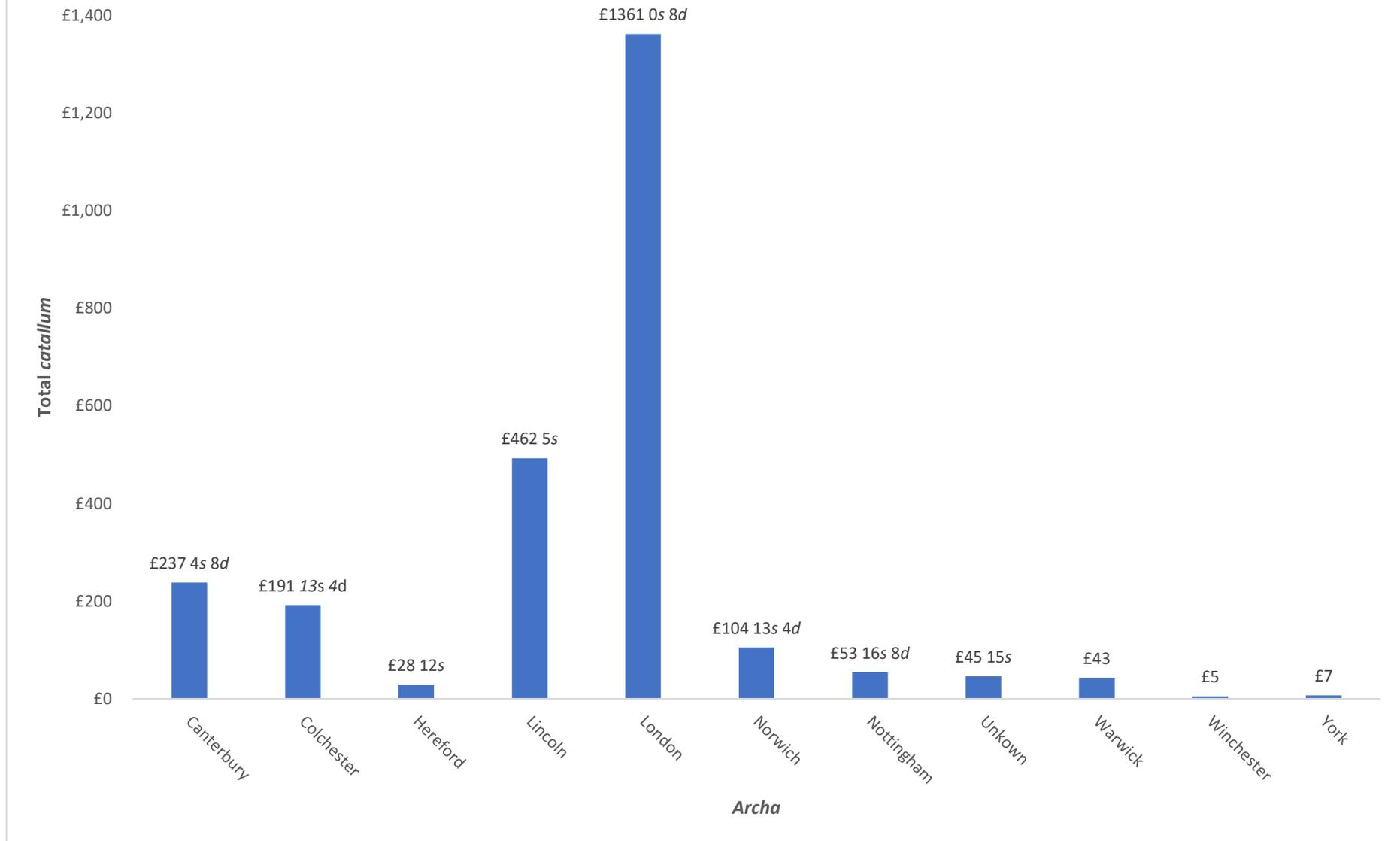
Conventional discussions of Jewish moneylending in thirteenth-century England have tended to divide activities into two categories. These divisions were summarised by Stacey, who established that:

> [t]he numerical majority of Jewish loans in England were for small sums advanced to peasants and townsmen, [but] the fact remains that prior to 1275, the great bulk of Jewish capital in England was committed to loans of £10 or more made to the socially eminent.[91]

This conclusion can certainly be applied to Jewish moneylending activities as they are reflected in acknowledgements. Indeed, Graph 4.5 illustrates that three-quarters of the debts in this corpus have a face value of less than £10. Despite their numerical superiority, such debts, when treated together, account for just 30.65% of the money concerned (see Graph 4.6). By contrast, the remaining seventy-four (21.26%) transactions equate to 69.35% of the overall capital. Even so, it is important not to view the scale of Jewish moneylending activities as static. While broadly the same conclusions can be reached at different points during the thirteenth century (i.e. that the largest volume of transactions account for only a minority of the money involved), this fails to take into account more subtle changes across the period. These developments can be seen by comparing the two 1240 scrutinies with later evidence which has been extracted from the surviving acknowledgements, as well as the 1275–6 and 1290–1 scrutinies. Such an undertaking reveals that Jewish moneylending activities developed in two key respects over the course of the thirteenth century. During the earlier period, transactions worth less than £1 accounted for 16.03% of the business conducted at Cambridge and Lincoln, but these account for only 1.67% of the monetary value of the transactions. Conversely, this low-level lending is largely absent from later sources, where debts for less than £1 account for just 2.8% of business. It is also possible that there are geographical implications which need to be taken into account here. Of the twenty-six acknowledgements which specify that less than £1 had been borrowed, fourteen were produced at the Canterbury *archa*.[92] An additional six acknowledgements were produced at the London chest.[93] Of course, it is possible that there are more mundane explanations for these apparently local trends. The Canterbury acknowledgements might have been left in the *archa* because

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[91] Robert C. Stacey, 'Jewish lending and the medieval English economy' in Richard H. Britnell and Bruce M. S. Campbell (eds.), *A commercialising economy: England, 1086 to c. 1300* (Manchester, 1995), p. 96.

[92] WAM 9015, 9016, 9024, 9026, 9030, 9036, 9046, 9058, 9089, 9104, 9123, 9124, 9125, 9157.

[93] TNA E 210/4, 158, 344, 347, 357, 361. The same conclusions could be reached in relation to the scrutiny roll evidence given that six transactions for less than £1 are recorded in the scrutiny roll of the Hereford *archa* produced in 1290: TNA E 101/250/5.

they were too small to be taken over by the Crown, or because they represent the final instalment before a debt was paid. Equally, the fact that proportionally more documents survive from London increases the likelihood that there would be debts at this low level. At the other end of the moneylending spectrum, a similar pattern can be seen in relation to the transactions worth £100 or more. In 1240 ten such transactions totalling £2,253 (32.83% of the money lent) were listed, compared with just a single debt of £200 for the later period.[94] Clearly, then, there was a significant change in the character of Jewish moneylending transactions over the course of the thirteenth century at both the smallest and largest debts. As Graph 4.7 shows, there was also a significant proportional increase in the amount of capital tied up in, what might be termed, 'mid-range debts'. That is, debts which had a face value of £20 – £49 19*s* 11*d*. In 1240, such debts were worth 13.29% of the overall money borrowed, compared with nearly a quarter of the capital half a century later. Having identified this trend, it is necessary to explain it.

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[94] TNA E 210/18.

Graph 4.5: Range of *Catallum* Lent Nationally c.1201x3–76
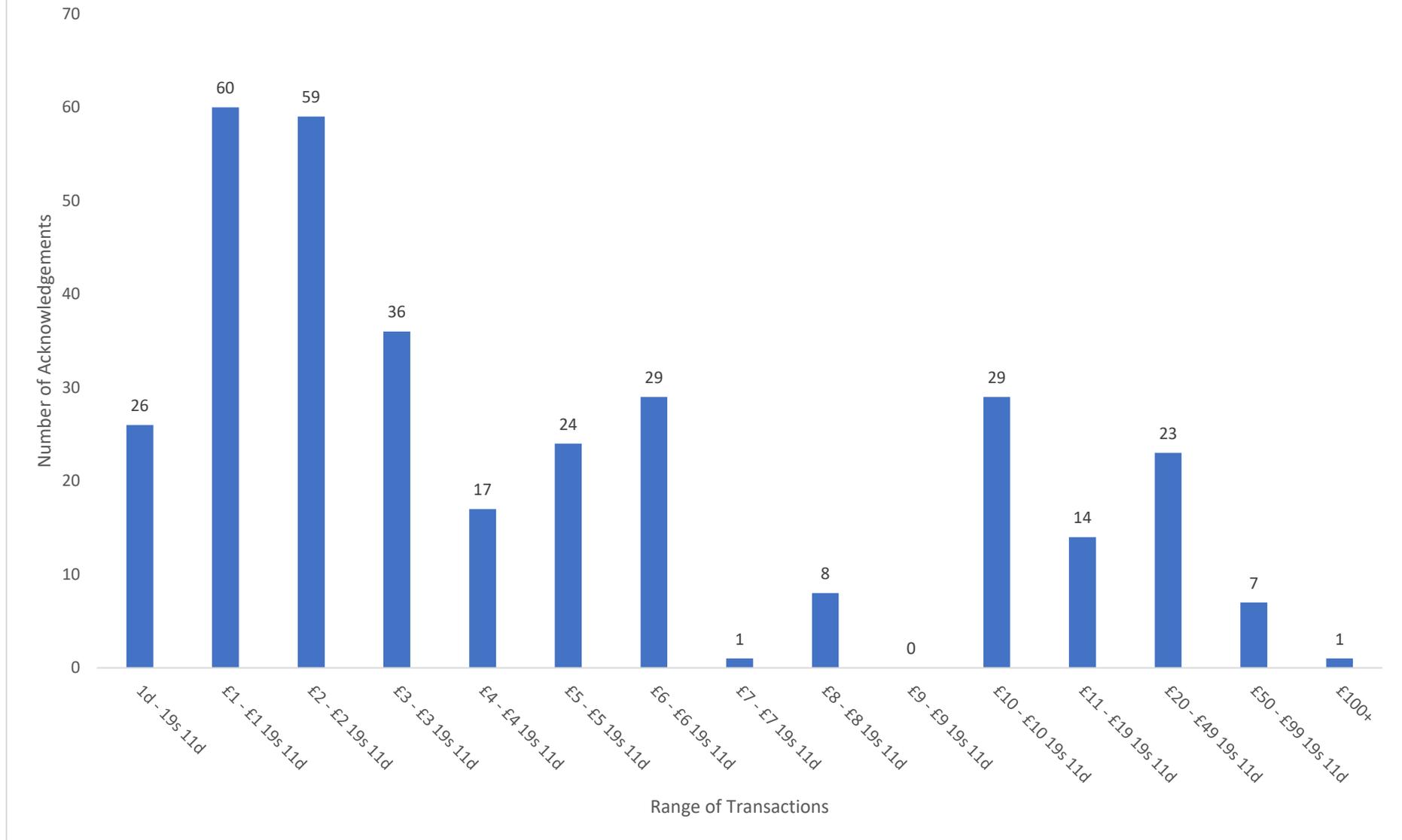
Graph 4.6: Range of *Catallum* Borrowed according to Percentage of Overall Total c.1201x3–76
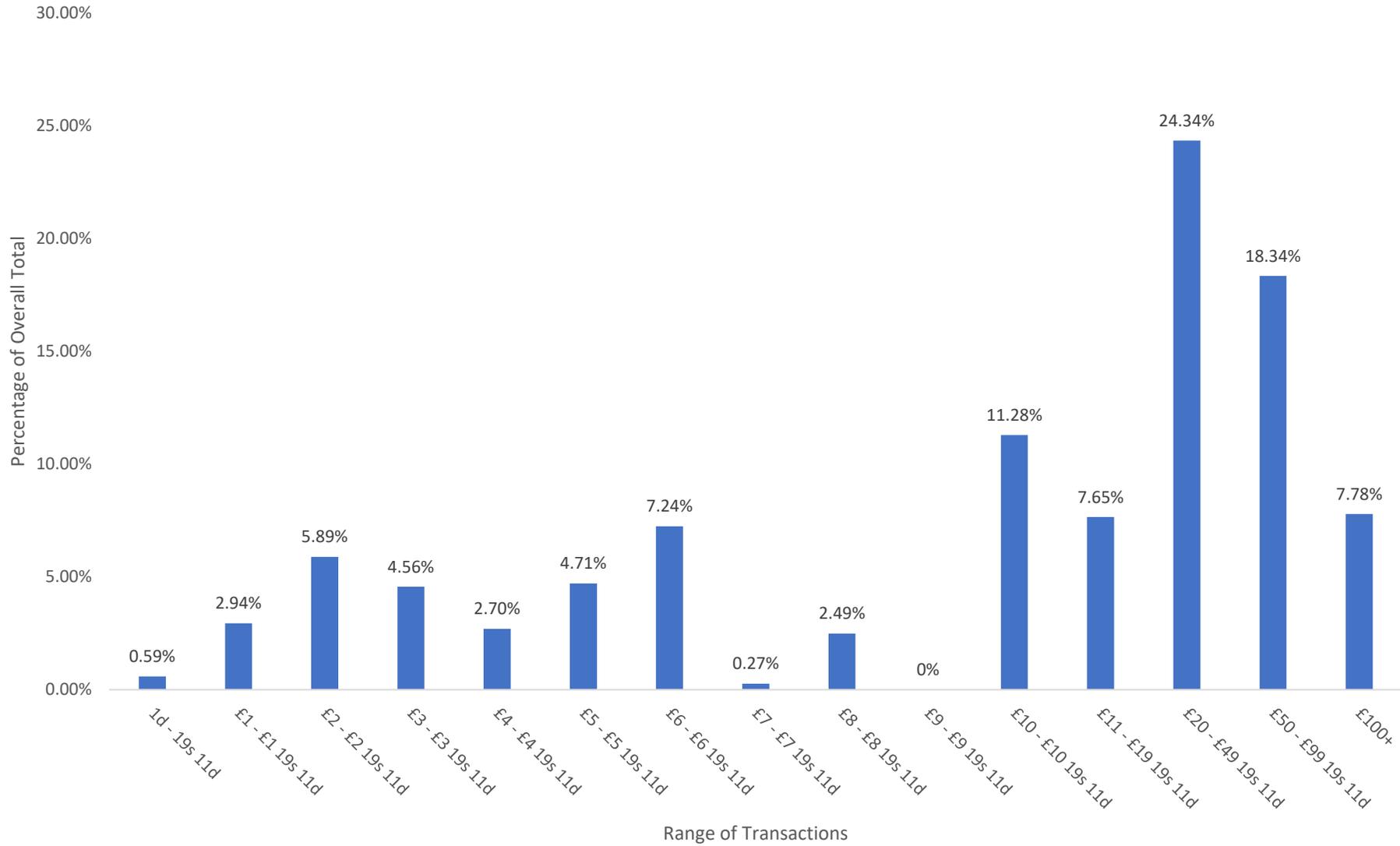
Graph 4.7: Range of *Catallum* Borrowed in the 1240 and 1275/90 Scrutiny Rolls

Range	1240	1275/1290
1d - 19s 11d	1.67%	0.32%
£1 - £1 19s 11d	6.17%	4.05%
£2 - £2 19s 11d	6.70%	8.74%
£3 - £3 19s 11d	4.36%	5.21%
£4 - £4 19s 11d	3.76%	4.55%
£5 - £5 19s 11d	3.00%	8.96%
£6 - £6 19s 11d	4.25%	7.15%
£7 - £7 19s 11d	1.29%	1.21%
£8 - £8 19s 11d	2.72%	7.14%
£9 - £9 19s 11d	1.09%	0.96%
£10 - £10 19s 11d	3.82%	11.21%
£11 - £19 19s 11d	8.02%	9.46%
£20 - £49 19s 11d	13.29%	22.59%
£50 - £99 19s 11d	7.00%	8.46%
£100+	32.83%	0%
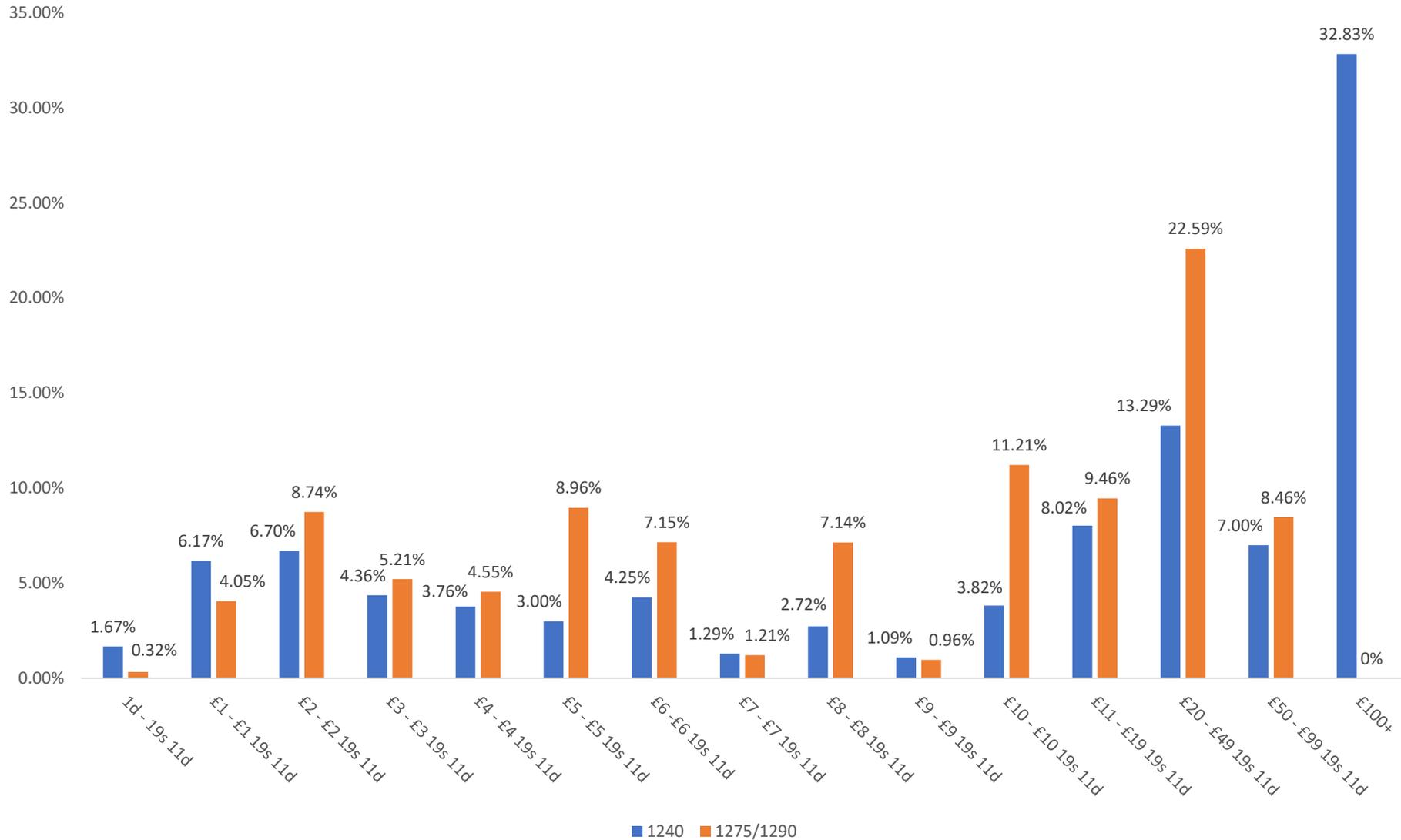
These changes in the nature of Jewish moneylending practices might be taken to reflect two, more fundamental, developments in Jewish lives. First, because the 1240 scrutiny rolls were produced before two decades of harsh financial impositions which decimated the wealth of the community, they reflect the moneylending activities of a very different Anglo-Jewish community than existed later in the century. Ironically, although historians have addressed the implications of the Crown's impositions for Jewish wealth, they have failed to consider the implications of those policies for Jewish finance. Indeed, in his discussion of Jewish lending patterns prior to 1275, Stacey explicitly drew upon the 1240 scrutiny of the Cambridge *archa* to support his case.[95] Yet, if it is true that the Jews had less money by the 1260s and 1270s as a result of successive tallages then, by extension, they also had less money to lend. This would explain why the largest loans of more than £100 are largely absent from the transactions which survive from the second half of the thirteenth century. Equally, lending on the lowest level would have been most heavily affected because the small-scale lenders, who engaged in moneylending only occasionally as a form of 'investment' for a 'nest egg', may well have been driven out of the field on a practical level.[96] Whether that is because they no longer had the wherewithal to do so, or because they were unwilling to take the increased risk that the debt would be taken into the hands of the Crown, cannot now be determined. In this respect, therefore, it is important to note that the impact of the Crown's financial exactions during these years was not just to drain Jewish coffers. Crucially, in terms of understanding the changing nature of Jewish moneylending activities, it also shifted the demographic of those who engaged actively in lending and borrowing money.

Second, discussing the largest transactions inherently concerns the greatest of the Jewish *maiores*, such as Aaron of York, lending money to the most prominent members of the Christian community.[97] The 1240 scrutiny of the Cambridge *archa*, for example, includes the details of three debts totalling £850 which were owed by Thomas, the abbot of Walden, to Aaron of York and Leo of York.[98] In contrast, by the late 1250s, those Jewish creditors who had previously had the means to lend on this scale, were either dead or, as was the case with Aaron of York, were on the verge of bankruptcy.[99] Indeed, in 1255, Aaron had to be excused from a tallage payment by Richard of Cornwall,

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[95] Stacey, 'Jewish Lending and the Medieval English Economy', p. 96.

[96] Mell, *The Myth of the Medieval Jewish Moneylender*, p. i, 214, discussed in Section 0.3.

[97] On Aaron see Robert C. Stacey, 'York, Aaron of', *ODNB* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/38612 accessed on 16 March 2020.

[98] TNA E 101/249/3. Two of the debts are for 600 marks each, owed to Aaron and Leo respectively, and a third of £50 was owed to Aaron.

[99] Robert C. Stacey, 'The English Jews under Henry III' in Patricia Skinner (ed.), *Jews in Medieval Britain: Historical, Literary and Archaeological Perspectives* (Woodbridge, 2003), p. 50.

on account of his 'poverty'.[100] Moreover, the greatest individuals and institutions in Christian society are, on the whole, conspicuously absent from the later sources. This might, in part, be because those debtors were more likely pay the fee required to remove an acknowledgement from a chest. Equally, this suggests that by the second half of the thirteenth century those elite debtors had started to move away from Jewish credit. There is an obvious political reason why this might have been the case: namely, the frequency with which debts were taken into the hands of the Crown. Borrowing money from a Jew was one thing but entering into such a transaction when there was a reasonable chance that the debt would be taken over by the Crown was an entirely different consideration. In such an eventuality, the king would have become the *de facto* creditor and, as has been seen, he was perfectly willing (and able) to enforce payment or take of the lands upon which the debt was secured for financial and political advantage.[101] This also introduced an additional level of uncertainty to such transactions, which might have made these elite debtors access other forms of credit. Those debtors of knightly status were not so fortunate. It has long been understood that it was these debtors who were most severely impacted by the Crown's policy towards Jewish debts during these years.[102] Knights were the most likely debtors to find themselves in the uncomfortable position of borrowing money from a Jew but owing money to the Crown. An additional explanation as to why the highest ranking Christian debtors might have moved away from Jewish credit can be seen by considering the transactions of two Jews of comparable status, but from different periods. For the earlier period, Aaron of York's debts have been selected given that debts of his are listed in both of the 1240 scrutiny rolls. For the later period, the transactions of Master Elias, son of Master Moses, the great English rabbi and financier, have been selected because, following his death in 1284, the outstanding debts owed to him were entered into the Plea Roll of the Exchequer of the Jews. Unfortunately, such an extensive inventory is unique, so the activities of other Jewish moneylenders in the second half of the thirteenth century cannot be considered in similar detail. The average value of one of Aaron of York's debts, based upon the scrutiny rolls, was £51 7*s* 2*d*.[103] In contrast, the same calculation using the evidence of Master Elias's debts results in the considerably lower sum of £26 7*s* 6*d* by the 1270s.[104] In

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[100] *CPR 1254–1256*, p. 140.

[101] See Section 4.2.

[102] Stacey, 'Parliamentary Negotiation' pp. 92–5.

[103] Based upon forty debts listed on TNA E 101/249/3–4. Unfortunately, an additional debt has had to be discounted because the denomination has been lost but the amount is given as eighty.

[104] E 9/44 rot. 7.

that respect, it must also be noted that Jewish credit simply did not present the possibilities that it once had done as a source of revenue for the greatest debtors.

Discussions of the size of individual Jewish moneylending transactions have a tendency to deal with the debtors' social rank separately from the sums borrowed. That is somewhat incongruous given that size is a matter of perspective. To the Crown, or leading figures of the kingdom, the sums being dealt with here would no doubt have been regarded as miniscule. After all, the average size of a debt recorded in an acknowledgement was £7 7*s* 9*d*. While there was some geographic variance, as can been seen in Graph 4.8, at most *archae* the average transaction was usually for a debt of less than £10 and often less than £5. The only exceptions to this come from the Warwick evidence, where only three acknowledgements have survived, all of which are in the name of the son of a lord, making it impossible to make any accurate calculations, and at Colchester.[105] This latter centre requires more explanation, given that, with eight surviving acknowledgements, there is slightly more evidence to work with, and the impression that money was lent on a larger scale than elsewhere. Indeed, all of the debts have a face value of £10 or more, and half specify debts in excess of £20. Here again, the discrepancy can be explained by the relatively small number of transactions considered, as is confirmed by reference to the 1275 scrutiny of the Colchester *archa*, which shows the size of the debts to have been in line with trends elsewhere (see Graph 4.9).[106] Even so, it must be noted that the forty-four debts listed on that roll have an average of £12 9*s* 8*d* – well above the national average. As was highlighted above, the larger transactions at Colchester can be explained by the significant number of knightly debtors who borrowed money from Jews there. It must also be noted that not only did the character of Jewish moneylending change over the course of the thirteenth century, but so did the average size of transactions. In the case of the Cambridge *archae*, for which scrutinies have survived from 1240 and 1290–1, the average fell from £7 11*s* 3*d* to £5 17*s* 4*d*. It is difficult to know how much to read into this, however, given that the second roll was produced fifteen years after the Jews had been expelled from Cambridge. The Lincoln evidence is more concrete. In 1240 the average transaction was £5 10*s* 4*d*, compared with the average acknowledgement debt there which was worth £9 16*s* 11*d*. This substantial increase could reflect the absence of the smallest and largest debtors, as well as the significant number of knightly debtors. Again, in the overall context of Jewish moneylending activities during this period, these are relatively small fluctuations. Conversely, for the

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[105] For the Warwick acknowledgements see: TNA E 210/247, 248, 1354.

[106] TNA C 47/9/48.

types of debtors who are named in the surviving acknowledgements, they would have represented considerable sums.

Graph 4.8: Average *catallum* borrowed from each *archa*
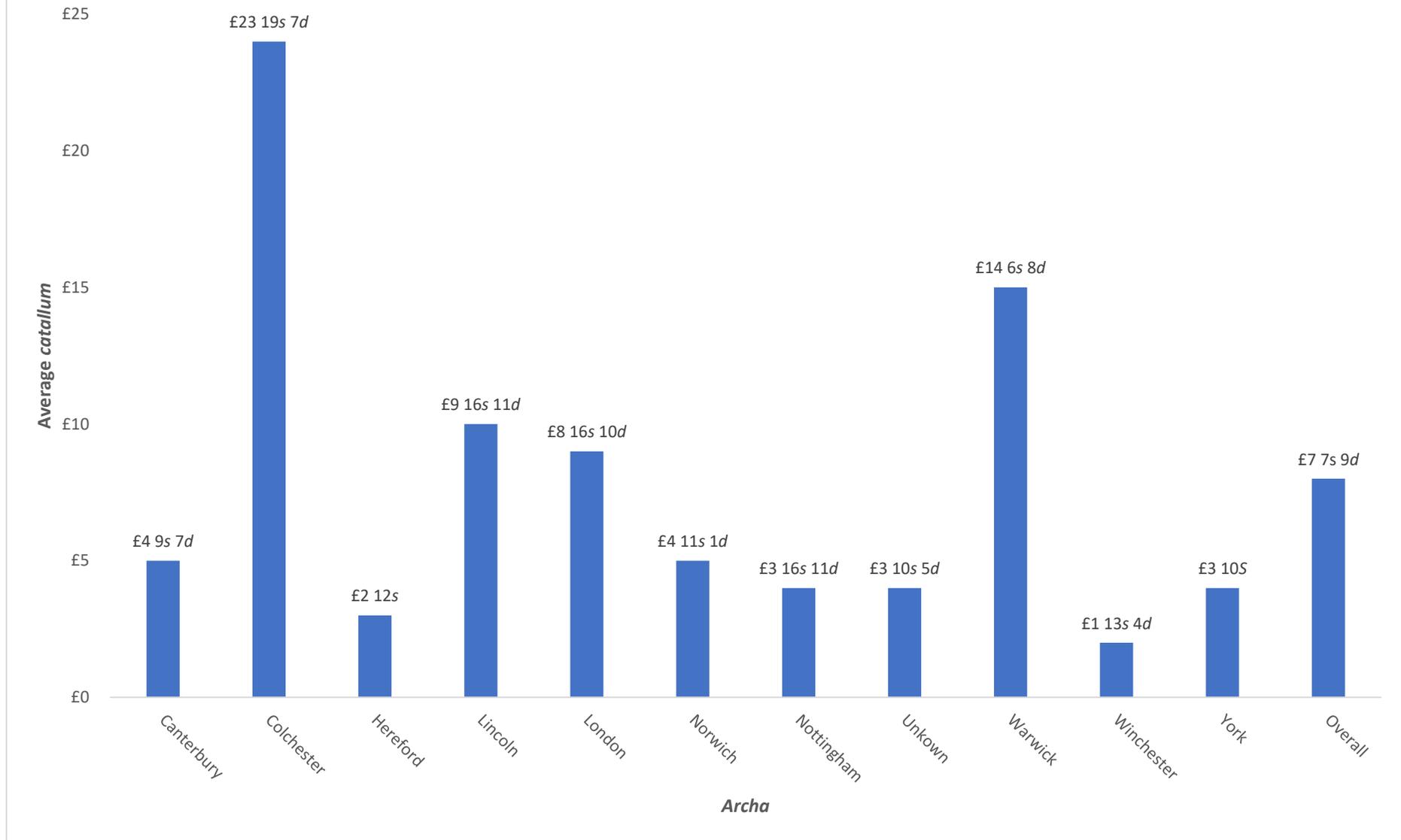
Graph 4.9: Range of *Catallum* Lent at the Colchester *Archa*
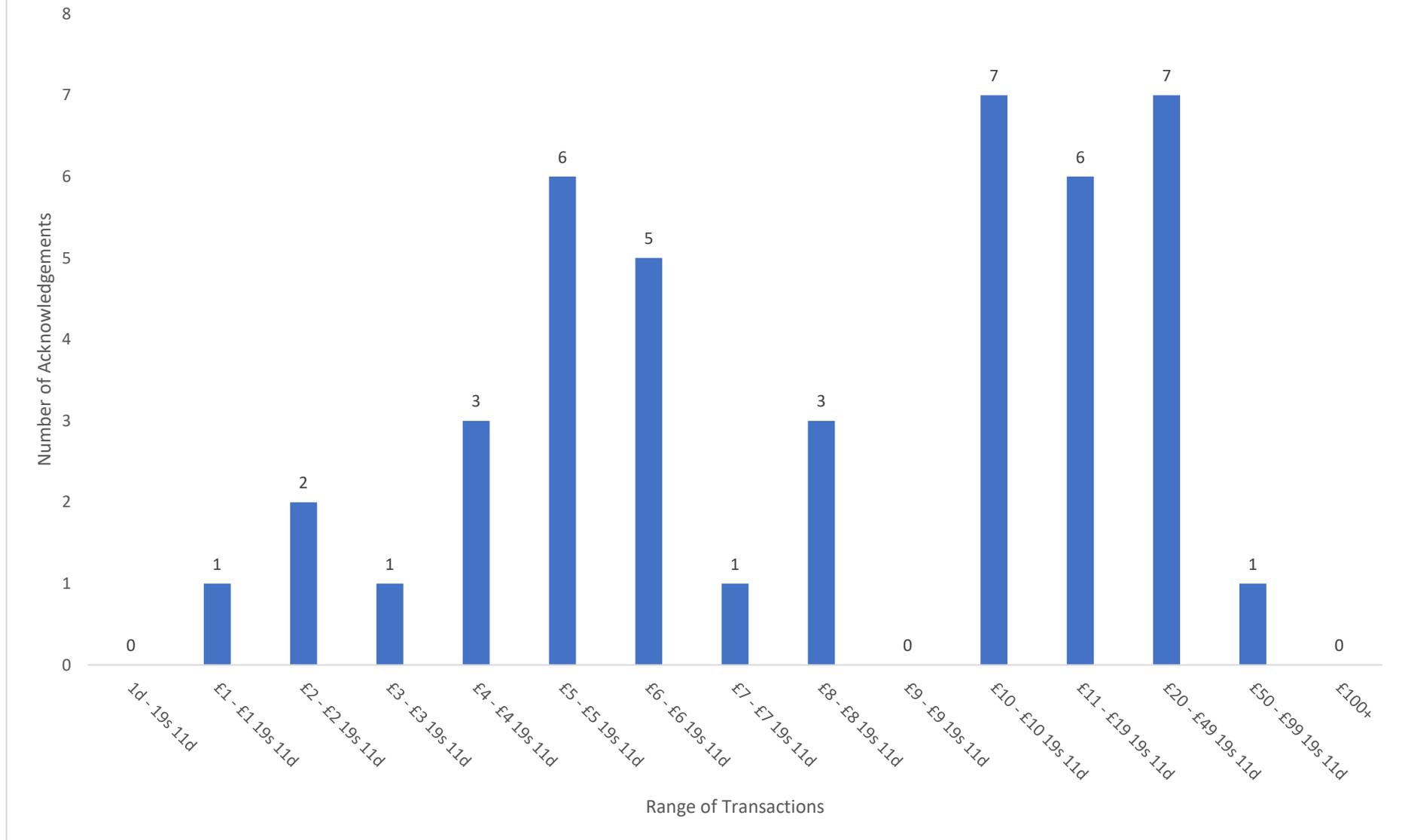
Although an analysis of the debtors themselves will be left until Chapter Five, some general points must be made here. In his discussion of Jewish moneylending, Stacey emphasised the important role of 'the socially eminent' as debtors.[107] Much hinges upon how that phrase is interpreted. For the purposes of this discussion, particularly because the Cambridge scrutiny (1240) was used to support Stacey's point, it is taken to mean those of baronial rank or higher, as well as the heads of the religious houses.[108] Such debtors were multifarious in the records of Jewish moneylending earlier in the century.[109] In contrast, all of the debtors named in the surviving acknowledgements are of knightly status or less, with the isolated exception of Alexander Dundonald, who was the High Steward of Scotland.[110] As has already been seen, there are also a large number of urban debtors named within the corpus of acknowledgements.[111] In both instances, this makes it a relatively simple task to contextualise the amount of money being borrowed. First to be dealt with are the knights and lords who are relatively easy to identify within the acknowledgements because of the tendency of the clerks to include their rank.[112] When these debts are removed from the corpus, the average transaction size, on a national level, rises from £7 7*s* 9*d* to £6 6*s* 4*d*.[113] This figure is, arguably, best understood in the context of the distraint of knighthood which occurred during the first half of Henry III's reign, particularly during the 1240s and 1250s. This concerns the process whereby those individuals with lands worth a specific amount of money annually, were required to undergo the knighting process, and thereby took on the responsibilities of that position.[114] As David Carpenter has outlined, prior to the 1240s, only those with a whole knight's fee were required to take up the mantle of knighthood.[115] At precisely the same time that the royal policy towards the Jews hardened, in the form of the Worcester Tallage, so too did the Crown's attitude to distraint of knighthood. From the summer of

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[107] Stacey, 'Jewish Lending and the Medieval English Economy', p. 89.

[108] Ibid.

[109] See, for example, Sharon Temple Lieberman, 'English Royal Policy Towards Jews' Debtors' (Birkbeck, unpublished PhD diss., 1982), p. 122.

[110] TNA E 210/18.

[111] See Section 3.4 and below in this Section.

[112] See Section 4.3.

[113] Although Alexander Dundonald was identified as a knight, his debt is excluded from this calculation.

[114] On some of these obligations see Scott L. Waugh, 'Reluctant Knights and Jurors: Respites, Exemptions, and Public Obligations in the Reign of Henry III', *Speculum*, 58 (1983), pp. 937–86.

[115] David Carpenter, 'Between Magna Carta and the Parliamentary State: The Fine Rolls of Henry III, 1216–72' in David Crook and Louise J. Wilkinson (eds.), *The Growth of Royal Government under Henry III* (Woodbridge, 2015), pp. 21–2.

1240, the criteria for those who were to take up knighthood were extended in order to include those who had lands who could support knighthood, and in December 1241 this was even more clearly defined as lands worth £20 per annum or more.[116] It was the lowering of this threshold to £15 per annum in 1256 which was particularly unpopular.[117] As Carpenter has noted, '[t]he £15 level of qualification was, of course, directly related to making money since it was bound to increase the numbers of those who felt they could not afford the honour and were prepared to pay to avoid it'.[118] It was not the underlying assumption that the Crown had the right to distrain knighthood that was controversial. Rather, it was the very specific exploitation of that right for financial gain on the part of Henry III's government which was objectionable.[119] In the context of Jewish moneylending activities, this is also important because it suggests that a larger proportion of individuals felt able to support knighthood with an annual income from their lands which exceeded £20. In that respect, the average size of a knightly debt represents a significant proportion of the annual revenue required to support somebody at that level of society.[120] Of course, many knights might have had lands with a larger income than that but even so, it seems clear that debts to Jews could represent a sizable proportion of knightly incomes.[121]

The urban debtors named in this corpus present a more difficult challenge, because unlike knights, urban debtors were not easily distinguished unless they occupied a particular position, such as Thomas the wine seller [*Le vinteter*] of Dartford. Nevertheless, it seems likely that the majority of the remaining debtors were urban dwellers, because their toponymics link them to towns of varying sizes. Consequently, the remainder of the debtors will be treated together here. It is more difficult to contextualise this sum for urban debtors than it was for knights. Unfortunately, it is not until the fourteenth century that reliable information of urban incomes becomes available.[122] Having said that, some calculations have been made. The work of Christopher Dyer, in particular, has shown that by the

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[116] Ibid, p. 22.

[117] Ibid, p. 23.

[118] Ibid.

[119] Ibid, pp. 27–8.

[120] For a fuller discussion of the size of individual transactions compared to the annual income of individual debtors see Chapter Five.

[121] The implications of knightly indebtedness are explored in P. R. Coss, 'Sir Geoffrey de Langley and the Crisis of the Knightly Class in Thirteenth-Century England', *Past and Present*, 68 (1975), esp. pp. 3, 32–3.

[122] Christopher Dyer, *Standards of living in the later Middle Ages* (Cambridge, 1998), pp. 193–196, 211–218; Christopher Dyer, *Making a Living in the Middle Ages: The People of Britain, 850–1520* (New Haven, 2009), pp. 239–40.

1270s a thatcher might have been paid 2½*d*,[123] while a carpenter's daily wage by the last quarter of the thirteenth century was perhaps 2½–2¾*d* per day.[124] Moreover, as was highlighted above, the daily wage of an exchequer clerk during this period was 5*d*.[125] Extrapolating outwards from these two rates of pay, and assuming a full year of work, then that would suggest that the annual income would have been between £3 16*s* ½d and £7 12*s* 1*d*. Although these calculations are far from perfect, they serve to emphasise one key point. That is, even if the debts for less than £5, which account for nearly half of all the debts recorded on surviving acknowledgements, did not exceed the annual income of the debtor, they probably accounted for a sizeable proportion of it. Overall, this discussion of the scale of Jewish moneylending activities has served to illustrate that, while debts of more than £100 are largely absent from this dataset, this was to be expected given the respective backgrounds of the debtors. The debts are, therefore, proportionate to what would be expected given the nature of the debtors.[126] Moreover, this serves to highlight the importance of remembering the individual in discussions of Jewish moneylending activities, rather than discussing debts in abstract terms which remove them from the contexts within which they were conducted. Yes, the sums concerned here are relatively small in the grand scheme of Jewish moneylending activities, but they would not have been small for the debtors who would, ultimately, have been called upon to repay the debt.

4.6 Repayment

Perhaps the most important element of an acknowledgement, from the perspective of the parties to a debt, was the date of repayment. This determines the length of the grace period, during which time no profit would accrue on the transaction, as well as dictating when repayment became due. Of course, coming to account for one's obligations was a regular part of life in thirteenth-century England, for people at all levels of society.[127] Perhaps the most conspicuous, and famous, example of this in the English context was the requirement that sheriffs of the counties appear at the Exchequer at Easter and Michaelmas.[128] Given that every acknowledgement includes the particulars of repayment, they

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[123] Dyer, *Standards of living*, p. 215.

[124] Dyer, *Making a Living in the Middle Ages*, p. 239.

[125] See section 4.2.

[126] This is a point which be returned to, and expanded upon, in Chapter 5.

[127] See, most recently, Ionuţ Epurescu-Pascovici, 'From the auditing of accounts to institutional accountability in late-medieval Europe: an introduction' in idem (ed.), *Accounts and Accountability in Late Medieval Europe: Records, Procedures, and Socio-Political Impact* (Turnhout, 2020), pp. 1-2.

[128] John Sabapathy, *Officers and Accountability in Medieval England 1170–1300* (Oxford, 2014), pp. 86, 91.

provide an essential source for historians wishing to establish the chronology of transactions. That is significant in the context of Jewish moneylending activities, because one of the issues which historians considering the 1290–1 scrutinies must confront is the fact that the date of repayment was omitted during the enrolment process.[129] This has presented a particular problem in the case of transactions which were produced in the summer of 1290, in the months which preceded the Expulsion, given that Jews were still lending at a relatively late point. Without the date of repayment it has not been possible to fully understand the chronological context of these transactions.[130]

From an administrative perspective, it must be noted that these were not arbitrary dates, nor did the parties to the debt merely select the closest liturgical date to repayment that they could. Instead, the vast majority of the feast days specified in acknowledgements as the day of repayment conform to what would be expected of medieval English documents in general. Given that the end of the medieval financial year came at Michaelmas (29 September), it comes as little surprise that more repayments were specified on, or in relation to, that feast day than any other (see Table 1). Indeed, 26.29% payments were specified in relation to the feast day of St. Michael. Clearly, the repayment schedule of acknowledgements mirrored that at the Exchequer, given that the second largest date of repayment was Easter, with an eighth of debts being specified in relation to it. There is, of course, an additional significance to Michaelmas being specified as a date of repayment. It was one of the four quarter days, or the dates when debts and rents would traditionally be paid, in medieval England.[131] The other dates were Christmas (25 December), the feast of the Purification of the Virgin Mary (2 February) and the Nativity of St. John the Baptist (24 June). Clearly, this was a major factor in determining the date of repayment, given that when all four dates are taken together, they account for 46.93% of the repayment schedules. Other days of repayment are significant in the context of the legal calendar. All Saints' Day (1 November), for example, was probably one of the major feast days on which courts did not sit, and twenty-six repayment clauses specify that date.[132] Likewise, times that courts might not have sat include the feast of the Purification of the Virgin Mary and the Nativity of St. John the Baptist, already discussed, as well as Ascensiontide (which does not appear in the

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[129] Irwin, 'From Chirograph to Roll', p. 257.

[130] Mundill, *England's Jewish Solution*, p. 254.

[131] C. R. Cheney, *A Handbook of Dates for Students of British History*, rev. Michael Jones (Cambridge, 2000), p. 59.

[132] Paul Brand, 'Lawyers' Time in England in the later Middle Ages' in Chris Humphrey and W. M. Ormrod (eds.), *Time in the Medieval World* (Woodbridge, 2001), p. 82.

corpus).[133] Of the lesser feast days given by Paul Brand which might also have affected the sitting of courts, only the feast of St. Andrew and the Apostles Peter and Paul appear as dates of repayment in the corpus of acknowledgements.[134] In terms of more general significance, it is perhaps worth noting that the fifteen dates when anchorites and Augustinian lay brothers could receive the Eucharist in the thirteenth century were also used as dates of repayment.[135] Indeed, when these are treated together, 62.41% of debts specified repayment on, or in relation to, one of those dates. Clearly, then, all of the dates of repayment held a particular significance in both legal and liturgical terms. This also makes it all the more important not to remove acknowledgements from the administrative contexts within which transactions were conducted.

4.7 Dating Clause

As has been seen throughout this thesis, the presence of a dating clause in every acknowledgement produced after 1226 has great significance for this study. The diplomatic implications of this feature have already been considered but the clause also has the capacity to show precisely when, in the week, Jewish moneylending transactions were conducted. This was shown by Lipman, who demonstrated that Jews lent money to Christians consistently throughout the week.[136] The only anomaly in his study was a single transaction which was transacted on a Saturday, which he explained away by suggesting that the debtor 'could no doubt knock up a lender after dark without difficulty'.[137] It must be noted that this was complete supposition on the part of Lipman. Unfortunately, no evidence has survived detailing the time of day when business was conducted at the *archae*. Moreover, if Lipman's suggestion is followed through to its obvious conclusion, then it would mean that sabbath breaking was more common, rather than less. This is because fifty-nine of the acknowledgements were produced on a Friday, and any of these could also have been conducted after the sundown. Although Lipman's conclusion has been applied to *archae* use more generally, it must be noted that it was reached upon the basis of geographically and chronologically specific evidence.[138] Having said

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[133] Ibid.

[134] Ibid, p. 83.

[135] Emilie Amt and Katherine Allen Smith (eds.), *Medieval England 500–1500: A Reader* (Toronto, 2018), p. 235.

[136] Ibid, p. 89.

[137] Ibid, fn. 1.

[138] Robin R. Mundill, 'The 'Archa' System and its Legacy after 1194' in Sarah Rees Jones and Sethina Watson (eds.), *Christians and Jews in Angevin England: The York Massacre of 1190, Narratives and Contexts* (Woodbridge, 2013), p. 151.

that, when the dating clauses of acknowledgements are treated together, broadly the same conclusion (that debts were recorded on each day of the week) can be reached. The only element of Lipman's argument which needs revising are his comments about Saturdays. Although considerably fewer documents were produced on a Saturday than at other times during the week (see Graph 4.10), there are still a notable number of debts recorded on that day. Conversely, the fact that there was a significant decrease in document production on a Saturday would seem to indicate that, on the whole, the Sabbath was observed. It must be noted that that business which was conducted on a Saturday cannot be explained away with the same ease as was the case for Norwich. Indeed, Lipman constructed his argument around the fact that both the debtor and creditor were residents of Norwich. That was not always the case with the surviving acknowledgements. On Saturday 11 January 1264, for example, a pair of debtors from Norfolk and Suffolk, respectively, borrowed £8 from Abraham son of Benedict at the London *archa*.[139] Under those circumstances, it seems unlikely that merely waiting for sundown before visiting the creditor was an option. Although it is unclear why some acknowledgements were produced in violation of the Sabbath, the most obvious explanation is that it was simply disregarded by individual Jewish creditors on occasion. In the context of this study, understanding precisely when acknowledgements were produced also serves to demonstrate that visiting the *archae* and, by extension, borrowing money from Jews, was not an exceptional event. In the urban context of thirteenth-century England, visiting the *archa* was a daily occurrence.

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[139] TNA E 210/2041.

Graph 4.10: Number of Acknowledgements Produced on Each Day, 1226–76
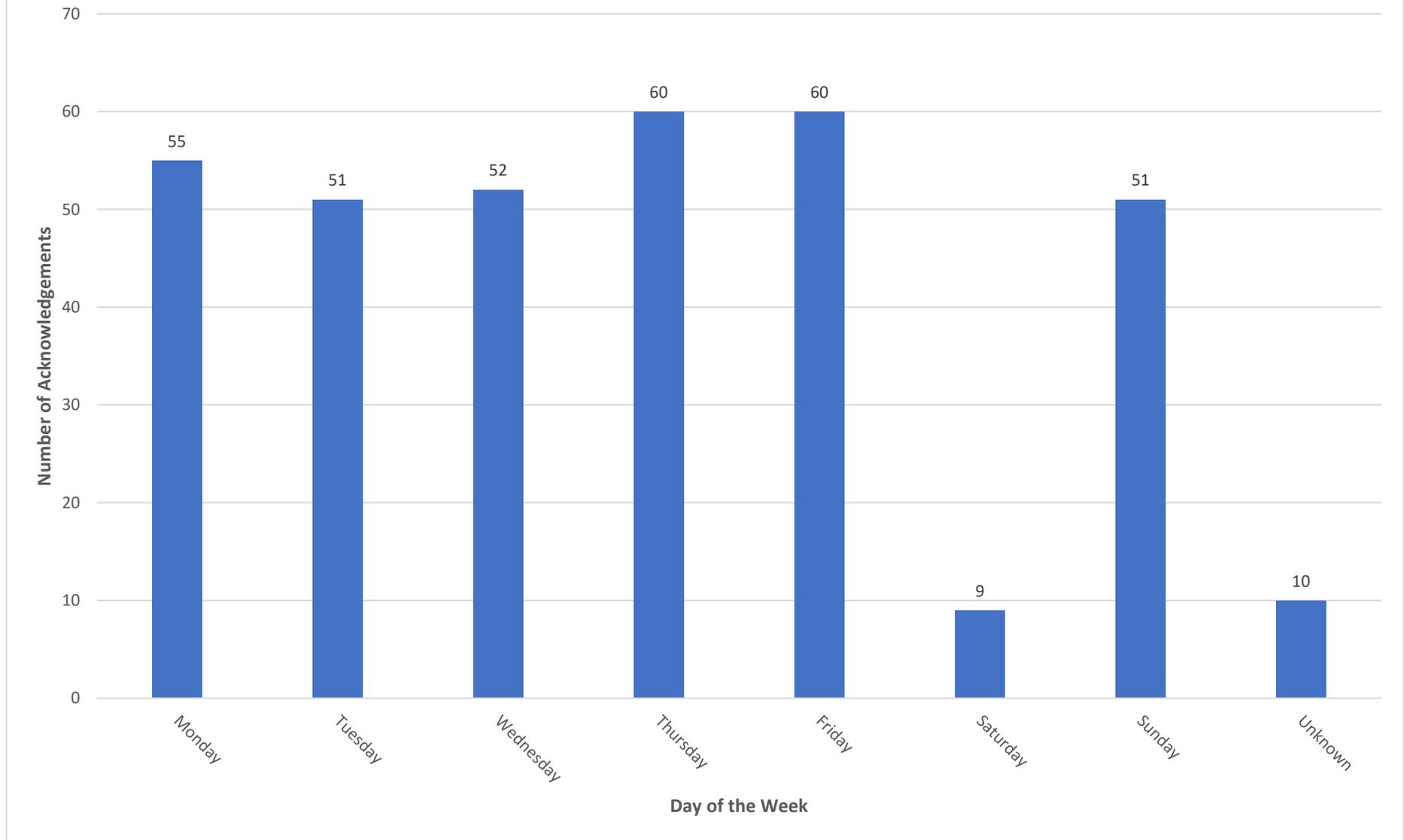
Just as the dating clauses reveal that accessing Jewish credit was a daily occurrence, so too can they be used to show that this was a monthly occurrence (see Graph 4.11). Specifically, with the exception of debts transacted in September, the acknowledgements which form this corpus were produced relatively consistently across the year. That fewer acknowledgements were produced in September might reflect that the harvest had been collected, so there was less need for debtors to access credit. This explanation is problematic because, as was highlighted above, the acknowledgements identify both rural and urban debtors. It must be assumed that the latter group would have been impacted less immediately by the gathering of the harvest. Equally, the decrease in acknowledgement production in September might reflect the fact that a large proportion of transactions became due for repayment, so there was less money to be lent. The fact that acknowledgement production was otherwise fairly consistent across the year is particularly important, because it can be used to argue that Jewish credit was not sought seasonally. In other words, debtors did not seek Jewish credit in order to sustain themselves through difficult periods, such as the winter or the months prior to the collection of the harvest. Equally, there is no evidence that Jewish credit was accessed for distress loans, which were taken out in the aftermath of a loss or difficult events, such as harvest failures.[140] This data also suggests that there was no surge in borrowing in anticipation of the main periods of rendering account (primarily Easter and Michaelmas). In that respect, the evidence cannot be used to suggest that individuals took out loans from the Jews to cover other obligations in a local or national context. The picture of Jewish credit that can be drawn upon the basis of the surviving acknowledgements differs markedly from historians' understanding of Christian credit networks. In the scholarship which has been produced on that topic, it has been argued that transactions could be more seasonal in nature. In particular, J. L. Bolton has argued in relation to mercantile borrowing, for example, that credit would be easier to access at some times of the year than at others times. Significantly, he also suspected that the same would have been true for other elements of the credit market.[141] That such trends are absent from Jewish moneylending activities is highly significant, although it is not clear why this should have been the case.

In contrast to Jewish moneylending activities for much of the thirteenth century, it must be noted that, following the imposition of the Statute of the Jewry (1275), there was an implicit shift towards seasonal lending. Although this was not addressed explicitly in contemporary discussions of the Statute, the shift towards repayment in commodities by extension resulted in a shift towards seasonal repayment. Such transactions were premised upon the creditor speculating upon the price

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[140] N. J. G. Pounds, *An Economic History of Medieval Europe* (London, 2013), p. 410.

[141] J. L. Bolton, *Money and the Medieval English Economy: 973–1489* (Manchester, 2012),

of wool, cereal or other commodities prior to it being collected and awaiting the outcome following the sale of those goods. Inevitably, this meant that sometimes creditors' profit or loss on a transaction would depend upon how much money the goods actually sold for in relation to the predicted price at the time that the debt was transacted.[142] Consequently, it was not just the diplomatic of acknowledgements of documents recording Jewish business activities which changed following the imposition of the 1275 Statute, but so too did the way that debtors could access credit.

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[142] Robin R. Mundill, 'Clandestine Crypto-Camouflaged Usurer or Legal Merchant? Edwardian Jewry, 1275–90', *Jewish Culture and History*, 3 (2000), p. 81.

Graph 4.11: Acknowledgements Produced by Month
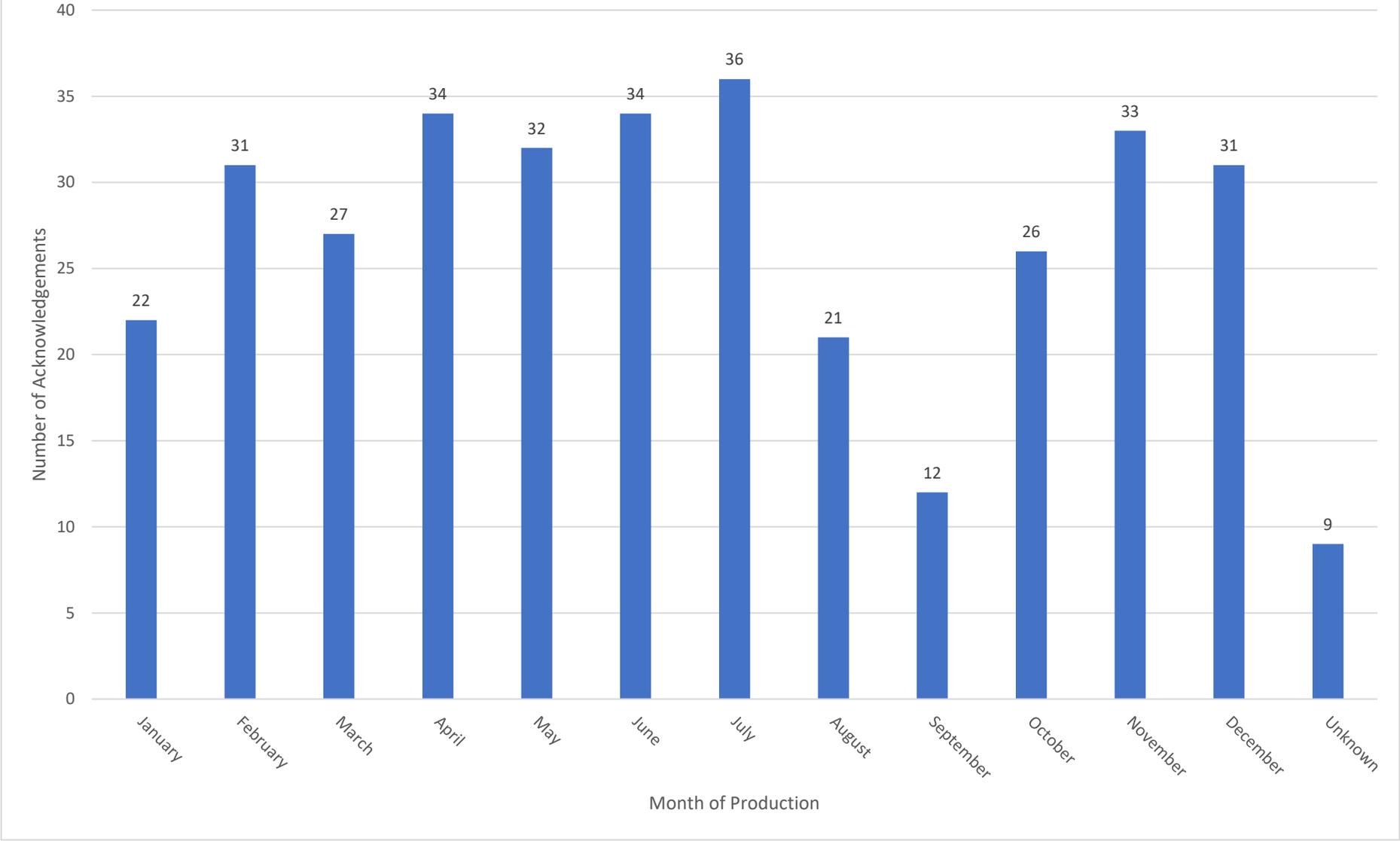
Having acknowledged that Jewish moneylending activities were a regular, indeed daily, part of thirteenth-century life, it is important to note that there was one time, in particular, when people borrowed money. Or, perhaps, it would be more accurate to say when circumstances made it more likely that debts would, or could, be transacted, such as if an annual fair was being held in a town. The significance of this can be seen in the debts from the Hereford *archa*, which were produced in 1276.[143] Of the eighteen debts produced in that year, four were produced on the feast of St. Denis (9 October) and two more were produced on the morrow of the feast day. This concentration of debts on a date associated with a saint, one who hardly appears in the sources from other centres requires an explanation. Fortunately, a relatively simple one presents itself – a fair was held annually at Hereford on the vigil and feast of St. Denis (9–10 October).[144] In that context, it would seem that major economic events presented an opportunity for contracting debts as well. It might also be significant that two acknowledgements, both from Hereford, specify the feast of St. Denis as the date of repayment.[145] That is particularly important for the purposes of repayment because it would suggest that debtors who might have frequented the fair at Hereford, would also have been in a geographic position to repay the sum. Similarly, at Colchester a fair was held from 23–26 June annually, to coincide with the Nativity of St. John the Baptist, and five of the forty-four debts listed on the Colchester scrutiny were in the vicinity of that date.[146] Clearly, these debts do not account for a significant enough proportion of business conducted at the *archae* for fairs to be the only explanation for patterns of Jewish moneylending activities. Equally, however, this would seem to be more than mere coincidence. From a practical point of view, it would make sense that transactions were conducted at the time of a fair for the very simple reasons that debtor and creditor were in the same location. Viewed in this light, the conclusions reached by Mundill and Meyer must be treated with some caution. For most of the year, it is probably true that Jewish creditors went to their debtors, rather than the reverse. Yet, the economic significance of the annual fairs might have made the reverse more likely, with debtors seeking out creditors or, at the very least, coming into contact with them. Again, this is a conclusion that can only be reached because the records of Jewish moneylending activities were dated. That they were makes it possible to say, in some detail, precisely when Jews lent money to Christians in thirteenth-century England.

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[143] TNA E 101/250/5.

[144] 'Herefordshire', *Gazetteer of Markets and Fairs in England and Wales to 1516: Places*, available online at https://archives.history.ac.uk/gazetteer/gazweb2.html accessed on 26 March 2020.

[145] TNA E 210/6, 268.

[146] TNA C 47/9/48.

4.8 Conclusions

Throughout this thesis, acknowledgements have been approached from the perspective of the administrative structures within which they were produced. In contrast, this chapter has considered what can be learned by analysing the debts which acknowledgements record. This has, for the first time, necessitated distinguishing between different types of acknowledgements based upon their archival contexts. As a result, it has been seen that the ways in which debtors were identified could vary considerably, depending on their location, occupation and rank. Even despite its limitations, however, by considering the transactions empirically it has been possible to comment on the scale and extent of Jewish moneylending activities across the thirteenth century. As was seen by drawing upon evidence from across the century, the scale and extent of 'Jewish moneylending activities' were heavily dependent the circumstances in which transactions were conducted. Equally, the political implications of the Crown's policies towards the Jews was evident in the character of the transactions conducted after the 1240s. While historians have recognised that the greatest debtors shifted away from the Jews over the course of this period, it has become clear that the low-level lending of less than £1 also disappeared. Finally, by approaching the clauses which include dating information empirically, it has been possible to comment on why debts were transacted, and when they were to be repaid.

Chapter Five: The Debtors

5.1 Background

The chronicler Gerald of Wales records that during Henry II's reign (1154–89), the Lincolnshire knight Roger of Asterby appeared before the king.[1] There (Roger claimed) at the behest of St Peter and the archangel Gabriel, Roger delivered seven commands to the king, including that the Jews should be expelled from England and not be permitted to retain any debts or bonds.[2] Leaving aside divine intervention as a motive for this episode, the fact that Roger was indebted to Aaron of Lincoln presumably had something to do with this particular command.[3] Had it been successful, then it would have removed the financial burden of not only Roger but also of every other Christian who was indebted to the Jews of medieval England. As it was, the request was unsuccessful but, a century later, the knights of the shire, many of whom were heavily indebted to the Jews, demanded the Expulsion as the price for their support of the single largest parliamentary tax of the entire Middle Ages.[4] These two cases highlight the importance of considering the debtors in any study of Jewish moneylending activities. This is especially important because, as was argued in Chapter Three, such records represent an important repository for accessing individuals at all levels of society. Despite this, as Robin R. Mundill recognised, 'historians have always tended to have only a secondary interest in the Jews' clients and the study of Christian debtors has to some degree been neglected'.[5] While this gap in the historiography began to be addressed from the 1960s onwards, the scholarship has all too often focused upon the transactions of the elite.[6] Yet, as was seen in the previous chapter, it is only possible to understand the character of Jewish moneylending activities if the backgrounds of the debtors are also included.[7] Consequently, this chapter will endeavour to trace individual debtors in the records of thirteenth-century England, focusing specifically on those transactions which were conducted at the

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[1] Gerald of Wales, *Instructions for a Ruler: De Principis Instructione*, ed. Robert Bartlett (Oxford, 2018), pp. 489–95.

[2] Ibid, pp. 494–5.

[3] Ibid, pp. 490–1.

[4] Robert C. Stacey, 'Parliamentary Negotiation and the Expulsion of the Jews from England', *Thirteenth Century England*, 6 (1997), pp. 92–3.

[5] Robin R. Mundill, 'The Jews in England, 1272–1290' (St. Andrews, unpublished PhD diss., 1987), p. 309.

[6] Ibid, pp. 312–3.

[7] See Section 4.5.

Lincoln *archa*, for reasons discussed below. Although Mundill also set out to trace the debtors named in the Lincoln acknowledgements, he was largely concerned with the social and geographical distribution of debtors.[8] In contrast, this examination of the sources traces the debtors from the perspective of acknowledgements and, given that each debtor secured their transactions upon their 'lands, rents and tenements', this is the obvious starting point.[9] As a result, it will be possible not only to identify and trace debtors but also, crucially, to comment on the extent to which individual transactions were representative of the resources of individual terms. This discussion will move away from considering debtors as part of homogeneous groups (such as 'lords' and 'knights' or 'urban' and 'rural' debtors). Instead, it will consider each debtor who it has been possible to trace on a case by case basis. Inevitably, there is a natural division between debtors of different ranks, given that those further up the social spectrum are usually better documented, with larger landholdings but, fundamentally, the same approach has been adopted throughout this chapter.

5.2 Contexts

The first point of context which must addressed here is one of chronology. As discussed in Chapter Two, in the early summer of 1266, the Disinherited destroyed the contents of the Lincoln *archa*.[10] As would be expected, therefore, a minority of the surviving acknowledgements from that chest were produced before that date. Indeed, only eleven such documents date from before 1266, all of which are held in The National Archives, suggesting that they were transferred to the Crown at some point before the destruction of the *archa*. In contrast, the Lincoln acknowledgements in the Westminster Abbey Muniments were produced between 1269 and 1275, with twenty-seven being produced in the year before the implementation of the Statute of the Jewry on 13 October 1275 alone. Consequently, the Lincoln acknowledgements are a much more chronologically focused corpus than is the case elsewhere. This characteristic of the Lincoln corpus is particularly useful in the context of this chapter because it makes identifying individual debtors more practical. Equally, given that nearly all of the Westminster Abbey Muniments acknowledgements were produced during the 1270s, it is possible to cross reference these records with the Hundred Rolls survey of 1278–9.[11] Equally, the *Liber Feodorum*

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[8] Mundill, 'The Jews in England', pp. 336–42. For a more recent attempt to trace Christian debtors at Exeter, Norwich and York see Hannah Meyer, 'Female moneylending and wet-nursing in Jewish-Christian relations in thirteenth-century England' (Cambridge, unpublished PhD diss., 2009), pp. 114–45.

[9] See Section 3.8.

[10] See Section 2.4.

[11] *Rotuli Hundredorum*, 2 vols. (London, 1812–18). A similar approach to Christian debtors has recently been adopted in the case of Cambridge. For this see Catherine Casson et. al., *Compassionate Capitalism: Business and Community in Medieval England* (Bristol, 2020), esp. ch. 4.

(Book of Fees), which was produced throughout the first half of the thirteenth century, allows us to trace the landholdings of particular families, even if an individual debtor cannot be identified in detail.[12] Had the Lincoln acknowledgements been produced any earlier, like the London acknowledgements which are largely a product of the 1250s and 1260s, then it might be that debtors could be missed from both sets of returns. As it is, the Lincoln acknowledgements were produced at precisely the right moment for debtors to be traced in one or both sets of land records. This also means that it is possible to focus upon the sources of a specific period rather than having to trace individuals in records produced across the entirety of the thirteenth, and early fourteenth, century as is the case elsewhere.

The aims of this chapter are twofold. First, as has already been noted, it will seek, as far as is possible, to identify the debtors named in the Lincoln acknowledgements and the lands upon which they secured those transactions. Unlike in previous chapters, this examination will be based largely upon published sources owing to the closure of archives during the Covid-19 pandemic. Had this not been an issue then it might have been possible to trace individuals in the Jewish receipt rolls (TNA E 401) which, from the second half of the thirteenth century, increasingly recorded the transfer of debts to the Crown by creditors to pay their tallage obligations.[13] The same is true for the records produced in relation to the Statute of the Merchants legislation (especially the certificates in TNA C 241), which record Christian credit activities. To some extent, this issue is negated by Pamela Nightingale whose work has supplemented the *Discovery* catalogue entries to include summaries of the contents of each certificate.[14] Even so, the terms of repayment and any additional information included in the document are often omitted. It is also important to note that these certificates are inherently problematic for the historian of medieval credit because they were obtained to enforce repayment.[15] In that sense, where acknowledgements were produced at the beginning of a transaction, certificates of Statute Merchant were produced as the first step of legal action to enforce repayment. Even so, the fact that their main particulars are accessible digitally makes it possible to include them here. More general sources which are utilised here are those which have underpinned this thesis as a whole, such as the records of the royal government and the Plea Rolls of the Exchequer of the Jews, represent

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[12] *Liber Feodorum: The Book of Fees Commonly Called Testa de Neville*, 3 vols. (London, 1920–31).

[13] Most of these are listed in Hilary Jenkinson, 'The Records of Exchequer Receipts from the English Jewry', *Transactions of the Jewish Historical Society of England*, 8 (1915–17), pp. 32–7.

[14] 'Chancery: Certificates of Statute Merchant and Statute Staple', *Discovery*, available online at https://discovery.nationalarchives.gov.uk/details/r/C3773 accessed on 17 October 2020.

[15] Pamela Nightingale, *Enterprise, Money and Credit in England Before the Black Death, 1285–1349* (London, 2018), pp. 33–8.

an important source for tracing individuals. Equally, local sources such as the volumes of the *Registrum Antiquissimum*, compiled in the late 1230s and supplemented with later charter sources, represent a vital source for this chapter.[16] The second aim of this chapter is to trace the history of the transactions recorded in individual acknowledgements, where it is possible to do so, or, more generally, the debtor's wider engagement with Jewish credit and creditors. Again, the nature of the sources is critical here. The Lincoln acknowledgements were not transmitted to the Crown over the course of the thirteenth century but, instead, remained in the Lincoln *vetus archa* at the time of the Expulsion. Consequently, even if the Jewish receipt rolls could be consulted, it would not be expected that these transactions would be traced in those sources. In that sense, if it were possible to trace them in any Anglo-Jewish records, it would be in the legal, rather than the financial, records that they would appear.

5.3 The distribution of debtors

In Chapter Four, the Lincoln *archa* was identified as a national hub for Jewish moneylending, in the sense that debtors originated from across the country. It was suggested in the previous chapter that some transactions might have coincided with the annual market, with debtors travelling to a centre for that event and seeking credit at the same time.[17] This argument is, in part, supported by the evidence produced at Lincoln, where the annual fair appears to have been held between 17 and 29 June.[18] Of the surviving acknowledgements which were produced in 1275, four were produced during the period of the fair, although admittedly two name Nottinghamshire debtors, one a Lincolnshire debtor and a fourth from the town of Lincoln itself.[19] Clearly, this was not the only reason that debtors might travel to Lincoln from further afield than Lincolnshire and the neighbouring county of Nottinghamshire. Another obvious explanation is the identity of the creditors themselves. A sizeable proportion of debts in the 1262 receipt roll are linked with Essex and some of the "Jews of Colchester" had debts recorded at Lincoln. One such example, Aaron of Colchester, is listed as having held one debt in that chest (with a face value of £2). He had strong links with Lincoln because his son, Josce,

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[16] *The Registrum Antiquissimum of the Cathedral Church of Lincoln*, ed. C. W. Foster (vols. 1–4) and K Major (vols. 5–10) (10 vols., Society, 1931–73) [Hereafter *RA*]. An excellent introduction to the contents of this series can be found in: *Registrum Antiquissimum*, i, pp. xiii–xiv.

[17] See Section 4.7.

[18] 'Lincolnshire', *Gazetteer of Markets and Fairs in England and Wales to 1516: Places*, available online at https://archives.history.ac.uk/gazetteer/gazweb2.html accessed on 28 October 2020.

[19] WAM 9131, 9137, 9146, 9169.

was married to the daughter of a prominent Lincoln Jew.[20] But, as Maps 5.1 and 5.2 show, when the transactions from across the country are viewed in financial, rather than numerical terms, then a rather different picture emerges. When the 1262 receipt roll is approached in this way, it can be seen that the money which was borrowed was concentrated in just a few counties, especially those (such as Kent and Middlesex) which were also home to prominent Jews and Jewish communities which had strong links with Lincoln and its Jewry. Irrespective of how the data is approached, a substantial proportion of transactions were entered into by debtors from Lincolnshire and Nottinghamshire. This is also reflected in the extant acknowledgements which, with one exception, were all produced in those two counties.[21] Even so, this discussion highlights the inherent problems with Mundill's focus upon Lincolnshire debtors when he concluded that debtors lived within a thirty-mile radius of Lincoln.[22] In the case of an insular *archa*, like Canterbury or Winchester, this trend would be perfectly applicable, but in the case of Lincoln it must be treated with caution. Instead, the picture which emerges here is that debtors were geographically dispersed across the country, but the majority of the money borrowed was concentrated in a few key centres.

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[20] *CPREJ II*, p. 268. That Josce was a resident of Lincoln can be established because, following the Expulsion, he was listed as owning a house there: TNA E 101/249/30.

[21] The exception being WAM 9033.

[22] Mundill, 'The Jews in England', p. 348.

Map 5.1: Distribution of Lincoln Acknowledgement Debtors (National)
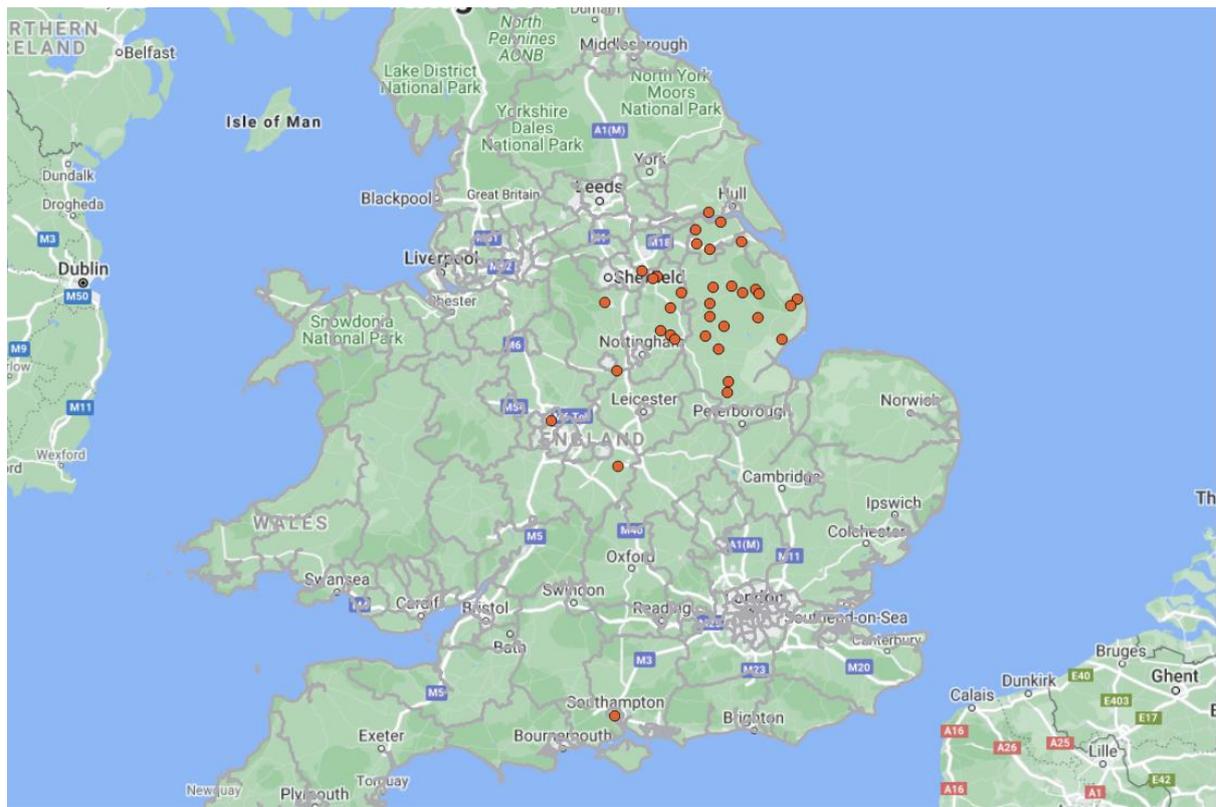
Map 5.2: Distribution of Lincoln Acknowledgement Debtors (Lincolnshire and Nottinghamshire)
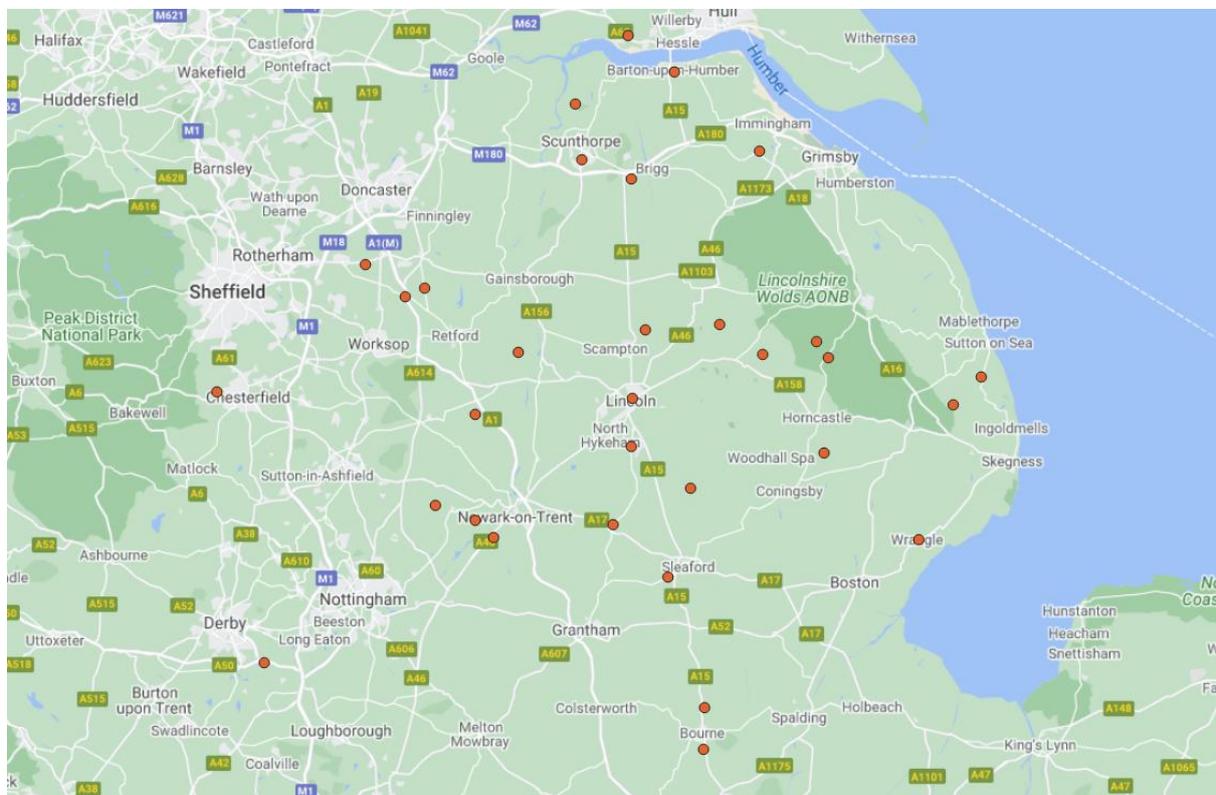
One of the fundamental methodological issues which has confronted previous studies is that debtors might not have been resident in the location indicated by their toponymic located them.[23] The Lincoln acknowledgements provide a way to circumvent this issue because they can include a toponymic but also, where it was relevant, a notation of where the debtor was 'staying' (*manens*).[24] One of the earliest debtors named in four Lincoln acknowledgements, who it is has not been possible to trace in the wider sources, is Robert son of John of Welton (*Welleton*).[25] Of these, two acknowledgements simply identify him with Welton, a village just north of Lincoln, while the other two provide additional information which places him in Derbyshire.[26] The earlier of the acknowledgements, dated 14 December 1249, places Robert at Brampton, in the wapentake of Scarsdale (*Scarvesdal'*), while the second, from October 1250, just locates him in Brampton.[27] Cases such as this present an interesting opportunity for this study. In the same way that Mundill calculated the distance of Lincolnshire debtors from the Lincoln *archa*, it is possible to calculate how far individuals travelled, by establishing the distance between the toponymic and the location at which they were staying. In the case of Robert of Welton, the distance between Welton and Brampton was 40.59 miles. When all eight of the acknowledgements where both locations can be cited are taken into account, the average distance moved was 28.31 miles as the crow flies.[28] Such travels could move debtors out of Lincolnshire, as in the case of Robert of Welton, or see them move into the county from a neighbouring centre. In May 1275, for example, Robert son of Robert of Thorpe (Nottinghamshire) was identified as staying at Leadenham (Lincolnshire), 11.5 miles away.[29] There is also some evidence of intra-county movements, with Thomas son of Hugh of Scamblesby making the 35.8 mile journey to Morton.[30] As such, while there has been a lot of focus on toponymics in the study of Christian debtors to Jews in the historiography, these might give a false impression (at least in the case of Lincoln) that those who sought credit were more static than they were in reality. This also serves to provide an

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[23] Ibid, pp. 319–20.

[24] See, for example, TNA E 101/249/7 nos. 2, 4. To some extent a similar pattern can be detected in the acknowledgements of Norwich.

[25] TNA E 101/249/7 nos. 2, 4, 6. I include DL 36/3 no. 10 here but only identified it while researching this chapter so have not, as yet, been able to consult it. Although *Welleton* could also refere to Welton le Marsh or Welton le Wold, I opted for Welton because it is in the west of the county making access to Derbyshire easier.

[26] TNA E 101/249/7 nos. 2, 4.

[27] TNA E 101/249/7 no. 2.

[28] TNA E 101/249/7 nos. 2, 4; WAM 9092, 9143, 9161, 9163, 9164, 9165.

[29] WAM 9143.

[30] WAM 9164.

additional explanation as to how debtors from across the country came to access credit at Lincoln. Namely, they were just as capable of moving and seeking out creditors as Jews were in seeking debtors.[31] This makes it all the more important that the remainder of this chapter attempts to trace debtors, so as to establish the practicalities of accessing credit in later thirteenth-century Lincoln.

5.4 Knightly debtors

The easiest debtors to trace in our corpus are, as Mundill recognised, those who were identified as knights (*miles*) in acknowledgements.[32] There are four such men in our corpus: Adam of Newmarket, Hugh Duket, Jordan Foliot, and Robert of *Herfort*, of whom only the last has not been identified here.[33] The three knights all played a role in the conflict in 1264–5, with Adam and Hugh siding with Simon de Montfort, while Jordan Foliot supported Henry III. The most prominent of these is Adam of Newmarket (*de Novo Mercato*), who borrowed £26 13*s* 4*d* (40 marks) from Bonami son of Josce of York.[34] For reasons which are unclear, Mundill assumed that this was not Adam the baronial leader but, rather, his son of the same name.[35] Ordinarily, it would be difficult to distinguish between father and son, as is the case with two London acknowledgements in the name of Adam of Newmarket.[36] As Mundill suggested in the context of debtors more generally, seals might offer the potential to identify the status of individuals, especially in the acknowledgements from Lincoln where their survival is unusually high.[37] In this instance, they might also provide the opportunity to distinguish between father and son because, crucially, Adam's seal has survived (Figure 1). The brown wax disk has a diameter of approximately 44mm and depicts a shield with five lozenges on it, surrounded by a dragon at each edge. The owner's name is also preserved in the legend at the outer edge of the seal (+ SIG[ILLVM AD]ME DE NOVO MERCATO) confirming that it was Adam who sealed the acknowledgement. This is significant because elsewhere another Adam of Newmarket seal has been preserved in the collections of The National Archives (see Figure 2).[38] Like the WAM 9014 seal, this

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[31] For the suggestion that it was the Jew who travelled see Hannah Meyer, 'Female moneylending and wet-nursing', pp. 157, 163–73.

[32] Mundill, 'The Jews in England', pp. 337–9.

[33] WAM 9014, 9033, 9095, 9140, 9150.

[34] WAM 9014.

[35] Mundill, 'The Jews in England', p. 338.

[36] TNA E 210/68, 72.

[37] Mundill, 'The Jews in England', p. 314.

[38] TNA DL 25/2565.

depicts a shield with five lozenges on it, but this is where the similarities end. The second seal is, at c.20mm, more than half the size of the first and is much less intricate as well as being anonymous. Consequently, it would seem reasonable to assume that one belonged to the father and the other to the son. Unfortunately, the date which is attributed to the second seal in the online *Discovery* catalogue ranges from 1272 to 1311, meaning that it could be either of them.[39] As will be seen, the elder Adam played a considerable role in national politics during the Montfortian period and, as such, it seems reasonable to assume that he would have had the more intricate seal. It is also worth noting that in instances where the seal does not survive (as is the case with two acknowledgements from the London *archa*) there is no obvious way to distinguish between father and son.[40]

Table 5.1: Adam of Newmarket Seals[41]

Figure 1: WAM 9014	Figure 2: TNA E 40/7223

Adam was, as has already been noted, a leading member of the baronial reform movement who died in c. 1291.[42] Even before the political situation deteriorated into open warfare, Adam was an active supporter of de Montfort, acting as one of the negotiators with Louis IX at Amiens.[43] Having failed to obtain a diplomatic resolution to the situation, Adam took the field at Northampton where he was captured by Henry III's forces.[44] Any ramifications of his activities, such as the forfeiture of

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[39] 'Name: Adam Newmarch (de Novo Mercato), Knight. Places: Property in Saltfleetby,...', *Discovery*, available online at https://discovery.nationalarchives.gov.uk/details/r/C16100740 accessed on 1 November 2020.

[40] TNA E 210/68, 72.

[41] For ease of comparison the seals are approximately the same size as is discussed above.

[42] Alan Harding, 'Newmarket, Sir Adam of', *Oxford Dictionary of National Biography* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/20029 accessed on 11 November 2020.

[43] Ibid.

[44] Clive Hubert Knowles 'A Provisional List of Rebels who Fought at Northampton, Lewes, Kenilworth, and Evesham' in 'The Disinherited, 1265–1280: A Political and Social Study of the Supporters of Simon de Montfort and the Resettlement after the Barons' War' (Cardiff, unpublished PhD diss., 1959), p. 7.

lands, were quickly reversed following Lewes and, from July 1264, he acted as the Steward of the royal household, where he can be traced through the official records as a witness to Henry III's grants.[45] All of this came to an end with the Montfortian defeat at Evesham, although Adam did not participate in the fighting there, having been captured at Kenilworth just days earlier.[46] What happened to him thereafter is unclear, although he does not appear to have escaped from royalist custody with other Lincolnshire rebels like Baldwin Wake in 1265.[47] It was only with the Dictum of Kenilworth that he returned to the fold and it has, quite reasonably, been suggested that this caused him financial difficulties which, in turn, explains why he needed to resort to credit.[48]

Given Adam's prominence, it is hardly surprising that his landholdings can be reconstructed in remarkable detail from the Hundred Rolls. These show that he had landholdings centred particularly in Yorkshire and Lincolnshire. In Yorkshire, for example, he had held lands at Bentley and Arksey (near Doncaster) for thirty years at the time of the survey.[49] In Lincolnshire itself, he held one knight's fee from John de Warenne at Carlton worth £20 per annum.[50] The Memoranda Rolls establish that both Bentley and Carlton were used as the security for debts which Adam owed to Hagin son of Master Moses of Lincoln and Manser son of Aaron.[51] These entries appear to relate to two debts, each for £500, which were pursued at the Exchequer of the Jews in the same year.[52] Curiously, Adam's manor of *Wirmelai* (which it has not been possible to identify), identified as the security for the debt which was owed to Manser, is not also mentioned.[53] Although not insignificant, it seems unlikely that these landholdings would have been sufficient to cover debts in excess of £1,000 during the first half of the 1270s alone. As will be seen in the remainder of this chapter, this was far from typical for those who sought Jewish credit, who generally borrowed within their means. It does conform to the general

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[45] Harding, 'Newmarket, Sir Adam of'.

[46] *Calendar of Inquisitions Miscellaneous (Chancery)*, 8 vols. (London, 1916), i, p. 285.

[47] '*Chronicon Vulgo Dictum Thomae Wykes*' in *Annales Monastici*, ed. Henry Richards Luard, 5 vols. (London, 1865), iv, p. 180.

[48] Harding, 'Newmarket, Sir Adam of'.

[49] *Rotuli Hundredorum*, i, 113. Additionally, Mundill states that he also held Wheatley and Harwell although, because of Covid-19 restrictions, I have not been able to access a source for this: Mundill, 'The Jews in England', p. 338.

[50] Ibid, 330, 332.

[51] *Medieval English Jews and Royal Officials: Entries of Jewish Interest in the English Memoranda Rolls, 1266–1293*, ed. and trans. Zefira Entin Rokéah (Jerusalem, 2000), pp. 154–5.

[52] *CPREJ III*, pp. 9, 108.

[53] Ibid, p. 108.

understanding of the precarious financial situation that many of the former Disinherited found themselves in following the implementation of the Dictum of Kenilworth.[54]

Another of the debtors who was identified as a Lincolnshire knight is Hugh Duket, who is named in two surviving acknowledgements from the Lincoln *archa*. The first details that Hugh had borrowed £10 from Hagin son of Benedict of London on 28 November 1273, while the second records a further debt of £40 from Benedict of London on 16 April 1275.[55] Nor was he the first member of his family to borrow money from the Jews of Lincoln given that the 1240 scrutiny roll lists two transactions in the name of his father.[56] As with Adam of Newmarket, there is good evidence for Hugh's land holdings in Lincolnshire. Following the death of his father, Richard, at the end of 1245, Hugh took control of the lands which were held directly from the Crown in return for his homage and a fine of 10*s*.[57] The *Book of Fees* details that Richard had held 18 bovates at Harmston (*Harmeston*) in his own right, as well as 6 bovates from the Countess of Chester by homage, for which he owed a quarter of a knight's fee.[58] Likewise, at Wellingore he held 31 bovates of land which were the marriage portion of his wife,[59] while he held half a fee (less a fifth part) at Heydour and Ashby from Petronilla of Cromy,[60] and a quarter of a fee at Fillingham from the Honour of Lancaster.[61] These, then, were the lands that Hugh inherited after his father's death in 1245. Further details of these landholdings can be established from other sources. At the time of the Hundred Rolls inquiries, for example, Hugh was listed as holding 400 acres at Heydour.[62] In May 1263, Hugh granted 10 bovates of his land at Wellingore to the Knights Templar, excluding a meadow of 7 acres, in return for twenty quarters each of wheat, barley, and oats, as well as their prayers.[63] Part of the meadow which was exempted in this

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[54] P. R. Coss, 'Sir Geoffrey de Langley and the Crisis of the Knightly Class in Thirteenth-Century England', *Past and Present*, 68 (1975), pp. 32–4.

[55] WAM 9095, 9140.

[56] TNA E 101/249/4 m. 2d.

[57] '30 Henry III (28 October 1245–27 October 1246)', *Fine Rolls of Henry III* available online at https://finerollshenry3.org.uk/content/calendar/roll_043.html#it099_018 accessed on 11 October 2020.

[58] *Liber Feodorum*, ii, pp. 1044, 1077.

[59] Ibid, p. 1045.

[60] Ibid, p. 1088.

[61] Ibid, p. 1075.

[62] *Rotuli Hundredorum*, i, p. 249.

[63] *Final Concords of the County of Lincoln, 1244–1272*, ed. C. W. Foster (Horncastle, 1920), no. 106 available online at *British History Online* at https://www.british-history.ac.uk/lincoln-record-soc/vol2 accessed on 5 November 2020. The grant was confirmed in 1275: TNA CP 25/1/132/51, number 26, available online at *AALT*

grant had previously been granted away by Hugh to several institutions and individuals, although the extent of that grant is not given.[64] Clearly, therefore, Hugh had inherited significant landholdings in Lincolnshire in the 1240s, but two decades later these were put at risk when he sided with Simon de Montfort. Like Adam of Newmarket, Hugh was captured at Northampton on 5 April 1264, when his lands at Heydour were valued £4 7*s*.[65] Unlike Adam, however, Hugh cannot be traced in the records of the Montfortian government and only re-emerges in the historical record when, on 29 November 1265, he was disinherited, with his lands going to the royalist Philip Marmion.[66] No trace of them can be found in Philip's estate at the time of his death so, presumably, they were restored to Hugh in accordance with the Dictum of Kenilworth in, or after, 1267.[67]

While it is not possible to establish precisely which of these lands secured the two acknowledgements, one of the transactions (WAM 9140) was disputed at the Exchequer of the Jews between 1277 and (at least) 1279.[68] The case hinged upon the fact that Hugh had secured the debt on lands which were held from him by Richard de Harrington, who was dead by the time that the case was brought, so it was his widow, Loretta, who was being pursued.[69] She argued that they could not be held liable for the debt because her late husband had been in possession of the lands in question long before Hugh had entered into the transaction.[70] This was a perfectly legitimate defence given that there was no automatic expectation that tenants would be held liable for the obligations of their lord.[71] Given that the final entry in the proceedings details that the sheriff of Lincoln was to inquire with the provost of Heydour, it would seem probable the dispute related to Hugh's lands in this area.[72] After all, as has already been addressed, the Hundred Roll inquiries, which were conducted contemporaneously to this case detailed that Hugh held 400 acres in this area of which at least a part

at http://aalt.law.uh.edu/CP25%281%29/CP25%281%29132Lincs51/IMG_0034.htm accessed on 5 November 2020.

[64] *Registrum Antiquissimum*, vii, pp. 94–5.

[65] *Calendar of Inquisitions Miscellaneous*, i, p. 244.

[66] Nottingham University Archives, Mi D4681/2, 3.

[67] *Calendar of Inquisitions Post Mortem, Volume II: Edward I* (London, 1906), pp. 103–4.

[68] *CPREJ III*, pp. 165, 250–1; *PREJ V*, pp. 36, 118, 173, 182.

[69] *CPREJ III*, 165.

[70] Ibid, pp. 250–1.

[71] *PREJ VI*, p. 12–13.

[72] *PREJ V*, p. 182.

had, presumably, been granted to Richard de Harrington, and then transmitted to his widow.[73] A generation after this Hugh Duket, his nephew of the same name, was listed in the records of Christian creditors as being the lord of Thorpe.[74] There is no evidence, however, that this was held by the family in the 1270s, suggesting a later expansion of the family interests into Nottinghamshire. Even so, unlike Adam of Newmarket, this evidence suggests that Hugh's borrowings were proportionate to the resources at his disposal and that the family finances were not crippled by the burdens of the Dictum of Kenilworth.

The final 'knight' who will be considered here is Jordan Foliot, son of Lord Richard Foliot of Yorkshire who, in December 1274, borrowed £13 6*s* 8*d* (20 marks) from Benedict of London, a Jew of Lincoln. Although he is not identified as a *miles* in the text of the acknowledgements like the other knights, he was identified as a knight elsewhere.[75] When considering Jordan's landholdings, there is a significant distinction between him and the other knights who have been considered so far. That is, he entered into his inheritance only gradually given that his father did not die until 1299.[76] Even so, at the time of the Hundred Rolls survey, he had at least some land at Saxby (Lincolnshire) which was held by the Templars.[77] Beyond this, it is difficult to establish what, if any, lands Jordan held in his own right at the time that he entered into the transaction with Benedict. Having said this, the Foliot family had strong connections with Lincolnshire. Like Adam of Newmarket, Jordan's father Richard Foliot had initially sided with the Montfortians, and acted as the baronial sheriff of Lincoln in the early 1260s, but he switched to the royalist side at some point before the battle of Lewes and, presumably, so too did Jordan.[78] The fact that Jordan was unable to enter into his inheritance for most of the thirteenth century might explain why he was forced to resort to Jewish credit, rather than drawing from his own resources. Indeed, by the 1270s Jordan, who Mundill described as 'a man who seems to be more in debt than out of it', can be traced borrowing money from the Jews of Lincoln regularly.[79]

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[73] *Rotuli Hundredorum*, i, p. 249.

[74] TNA C 241/41/110.

[75] See, for example, TNA E 40/7223.

[76] David Crook, 'Jordan Castle and the Foliot family of Grimston, 1225–1330', *Transactions of the Thoroton Society*, 112 (2008), p. 152.

[77] *Rotuli Hundredorum*, p. 251.

[78] Crook, 'Jordan Castle', p. 150.

[79] Mundill, 'The Jews in England', p. 339. For the transactions themselves see Crook, 'Jordan Castle', pp. 152–3.

There is also some evidence that Jordan borrowed money from Christians as well as Jews.[80] A bond for the repayment of £13 6*s* 8*d* (20 marks) which was to be repaid to Adam of Newmarket, the son of the baronial leader, in the six years following the transaction of 1273, must be considered here.[81] That Jordan entered this transaction with this Adam of Newmarket is particularly significant because it shows that familial relationships could play a role in moneylending activities amongst Christians.[82] Adam was, after all, Jordan's brother-in-law, given that the latter had married Margery daughter of Adam of Newmarket in 1260–1.[83] Equally, the 1290 scrutiny of the Lincoln New Chest lists that Jordan, together with his father-in-law, had entered into a commodity transaction at Lincoln as well.[84] It must be said, therefore, that the implementation of the Statute of the Jewry did not constitute a watershed moment in the history of thirteenth-century credit, whereby Christians borrowed money from the Jews prior to 1275 and then shifted to Christian creditors, particularly from the 1280s. Instead, what has been seen throughout this chapter, and will be highlighted again below, is the ubiquity of credit during this period. That is, debtors needed access to credit and creditors supplied that need, irrespective of religion.

5.5 Lesser Debtors

While it is the knights in this corpus who can be traced in the most detail, other debtors can be similarly traced, albeit less consistently. Richard Rudde of Barton, who borrowed £3 13*s* 4*d* (5 marks) and 1 quarter of wheat from Isaac of Brauncegate on 16 July 1275, is the perfect example.[85] As with the knights who were explored above, Richard can also be traced in the records generated by Christian financiers, specifically in the certificates of the Statute of the Merchants in 1288 and 1289 at Lincoln.[86] In both instances, the loans would be repaid in sacks of wool worth £8 (12 marks) and £18 13*s* 4*d* (28 marks) respectively. While these debts are worth considerably more than his debt to Isaac, it is not possible to make a meaningful comparison between Richard's Jewish and Christian borrowings upon the basis of this small number of transactions. Some sense of his landholdings can be established from two Final Concords produced early in the following decade. The first of these, from October 1281,

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[80] Most of this evidence was explored in Crook, 'Jordan Castle', p. 153.

[81] TNA E 40/7223.

[82] Meyer, 'Female moneylending and wet-nursing', pp. 95–6.

[83] Crook, 'Jordan Castle', p. 152.

[84] TNA E 101/249/12.

[85] WAM 9170.

[86] TNA C 241/8/195, C 241/9/112.

records that Richard, and his wife Beatrice, acknowledged the right of Richard of *Gaskerik* to a quarter part of the manor of Farlesthorpe and six acres of a meadow at Huttoft.[87] A year later, Richard was the recipient of a grant of 1 toft and 1½ bovates of land at Barton, for which he would do service and render 1*d* per annum at Christmas.[88] It is this earlier grant which is of more interest here because in 1276, and again in 1278, Richard was called to appear before the Justices of the Jews when he was described as a tenant of the lands of William le Breton.[89] This may have been a member of the le Bret family given that Farlesthorpe is just fifteen miles north of their main base at Wrangle.

Richard le Bret is an example of a debtor who borrowed money from the Jews but was not indebted to a Jew. Although an extant acknowledgement records that, on 11 November 1271, Richard Bret, son of John Bret of Wrangle, borrowed £10 from Isaac son of Benedict, the debt was purchased by the a Christian shortly before the creditor's death in 1275.[90] The le Bret family was prominent in Lincolnshire throughout the thirteenth century and, while it is difficult to establish their later genealogy using the available sources, the early history is well attested in the sources.[91] As with the Duket family, the le Bret family can be traced borrowing money from the Jews of Lincoln across multiple generations. In c.1179x81, Simon (I) le Bret granted his lands at Wrangle and Leake to Aaron of Lincoln (d. 1186) and Abraham son of Rabbi Josce to fulfil a debt of £173 6*s* 8*d* (260 marks).[92] In the following generation, represented by Simon's son, Simon (II) le Bret, the *Book of Fees* reveals that the family still held land there, owing one knight's fee to the Count of Brittany.[93] That said, it is difficult to be specific about the landholdings of the family by the late thirteenth century given that, as the work of Louise J. Wilkinson has shown, Hawise de Quincy, and subsequently Margaret de Lacy, countesses of Lincoln, both made significant attempts to consolidate their inheritance, with a particular emphasis on Wrangle.[94] A pertinent example of that comes from a charter in which Simon le Bret had granted

[87] TNA CP 25/1/132/53 no. 42 available via AALT at
http://aalt.law.uh.edu/CP25%281%29/CP25%281%29132Lincs53/IMG_0053.htm accessed on 27 September 2020.

[88] TNA CP 25/1/133/54 no. 19 available via AALT at
http://aalt.law.uh.edu/CP25%281%29/CP25%281%29133Lincs54/IMG_0023.htm access on 27 September 2020.

[89] *CPREJ III*, pp. 157, 193; *PREJ V*, pp. 61–2.

[90] Discussed below, p. 221.

[91] *The Early Charters of Waltham Abbey 1062–1230*, ed. Rosalind Ransford (Woodbridge, 1989), pp. lxxiv–lxxvi.

[92] TNA DL 27/267.

[93] *Liber Feodorum*, i, 194.

[94] Louise J. Wilkinson, *Women in Thirteenth-Century Lincolnshire* (London, 2007), pp. 40–1.

all of his lands in Wrangle to Hawise in exchange for her lands at Hardwick.[95] Likewise, Richard le Bret granted a specific parcel of land to Margaret de Lacy.[96] That the family still had a presence in Wrangle can be established from the Hundred Rolls, given that Richard's son John was listed as being imprisoned at Lincoln for theft of £13 6s 8d (20 marks) from Henry de Lacy, the inference being that they were his tenants.[97] Equally, Richard himself was named as one of the twenty-four jurors for the wapentake of Skirbeck in which Wrangle was located.[98] As has been the case elsewhere in this chapter, the precise lands with which the acknowledgement was secured can be established by tracing the efforts to enforce repayment in the Plea Rolls of the Exchequer of the Jews. Although WAM 9027 remained in the Lincoln *archa*, it had been sold to a Christian creditor: Master Thomas of Wainfleet had purchased it directly from Isaac Gabbay, along with two other debts which were also owed by Richard le Bret.[99] From Thomas's attempts to enforce repayment, it can established that his debts were secured on lands which had been held from Richard by Eudo of Friskney.[100] To complicate matters slightly, Eudo was dead by 1276 so it was his widow, Agnes, who was being pursued for repayment.[101]

Similarly, Stephen Mauluvel of Rampton, a Nottinghamshire debtor who borrowed £94 13s 4d in November 1274, can be traced in the records. Just over two weeks before entering into this transaction, Stephen was ordered to fulfil his obligations to Jewish creditors on account of having lands worth £50, despite his claim to be poor.[102] Given the close proximity of this order with the acknowledgement, it seems probable that Stephen was driven to borrow an unusually large amount of money to comply with the royal command. It is perhaps a sign of his declining fortunes that less than a year later his estate was valued again and this time it was concluded that he held lands worth £18 13s 6s (not including service owed).[103] In an Inquisition Post Mortem which was conducted after August 1294 it was concluded that, prior to his death, he had held 24 acres of land in the honour of

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[95] TNA DL 25/2412.

[96] TNA DL 25/2411.

[97] *Rotuli Hundredorum*, i, p. 385.

[98] Ibid, p. 348.

[99] *CPREJ II*, p. 268.

[100] *CPREJ III*, pp. 88–9.

[101] Ibid, p. 88.

[102] *CCR 1272–1279*, p. 103.

[103] *CPREJ III*, p. 55.

Tickhill but did not hold any lands directly from the Crown.[104] At this time, he was owed annual rents in money totalling £9, as well as some in commodities.[105] This appears to be an example of a debtor who got into debt to Jews and then, of necessity, had to borrow more money to fulfil his obligations, possibly using his lands to meet the demands of his creditors. Even so, he appears to have had sufficient landholdings to cover his obligations.

Other debtors can only be glimpsed in the historical record. Like others who have been discussed in this chapter already, Richard son of Robert Wacelin of Scawby, who borrowed £20 from Isaac of Brauncegate in September 1275, can also be traced in the certificates of the Statute of the Merchants.[106] Alternatively, it is possible only to make an inference about the identity, or genealogy, of individual debtors. In January 1275, for example, Hugh Flori of Lissington and his brother, Gilbert, borrowed £3 6s 8d (5 marks).[107] Although Hugh himself cannot be traced, the *Registrum Antiquissimum* includes two charters concerning land at Lissington which was granted by Beatrice Flury and her brother Gilbert Flury in c.1200.[108] Significantly, the modern edition also includes a grant by 'Hugh the bearded, goldsmith of Lincoln', who Kathleen Major identified as the father of Christina Flury. Possibly, this was the sister of Hugh Flory and Gilbert, a supposition which is reinforced by the fact that in the acknowledgement Gilbert is identified as a 'goldsmith of Lincoln' which might suggest that he inherited his father's business.[109]

Unfortunately, there is little evidence of female involvement in Jewish moneylending activities within this corpus. This is despite the fact that, as seen in Chapter Four, Jewish and Christian women engaged in moneylending activities in much the same way as men.[110] This is not to say that Jewish women did not lend money at Lincoln, merely that it is not well reflected in this corpus. Only one acknowledgement in this corpus does not relate to men, with both a female debtor and creditor. Produced on 4 October 1274, the acknowledgement in question records that Hawise Daubeny of Hiptoft borrowed £3 6s 8d from Ivette daughter of Ursell.[111] It appears that this is the same Hawise

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[104] *Calendar of Inquisitions Post Mortem, Volume III: Edward I* (London, 1912), p. 130.

[105] Ibid.

[106] WAM 9144; TNA C 241/13/139.

[107] WAM 9160.

[108] *Registrum Antiquissimum*, v, pp. 63–4.

[109] Ibid, pp. 67–8.

[110] See Section 4.3.

[111] WAM 9094.

who died on, or shortly before, 18 October 1295.[112] A final concord dated 15 January 1272 details that she had held lands in Algarkirk, Kirton (*Kyketon*), and Sutterton (*Sotterton*) and that a messuage, 100 acres of land and the rights and privileges associated with those were granted to Gilbert de *Birmingeham*.[113] In return, she would receive an annual payment of a pair of gloves, or 1*d*, while Gilbert's brothers (Alexander and Roger) would receive an annual payment of £1 10*s* (30*s*) for their lifetimes.[114] Following her death, an Inquisition Post Mortem identified Gilbert as Hawise's son, who held the lands by his mother's gift.[115] This is, arguably, more significant than the 1272 record because it provides some financial information about the lands. Specifically, the messuage, meadow (consisting of 75 acres of arable land), and associated rights and privileges equated to £5 3*s* 3½*d* (103*s* 3½*d*) per annum in financial terms.[116] Presumably, Alexander predeceased his mother given that he was not named in the later agreement which, given that the grant was not hereditary, is not unexpected but the amount which was to be paid to Roger had increased to £2 10*s* (50*s*).[117] While it is not possible to comment on what, if any, lands Hawise still held in 1274 when she borrowed the money it can, at least, be established that the amount of money borrowed was not disproportionate to her income just a few years before she entered into the transaction. Moreover, from the 1290–1 scrutiny of the Lincoln New Chest, it can be seen that she also continued to have relationships with Jewish creditors after the imposition of the Statute of the Jewry (1275). There, two debts which were owed by Hawise the daughter of Sir Alexander of Hiptoft (*Hibbetoft*) £5 (100*s*) and £3 6*s* 8*d* respectively are listed.[118]

To conclude, this chapter has not been able to trace every debtor who is named in the Lincoln acknowledgements.[119] Even so, by tracing those who have been considered in this chapter, three things have become apparent. First, although historians have noted that Jewish creditors travelled in order to interact with debtors, it was seen above that debtors could also move around Lincolnshire and the neighbouring counties to the extent of nearly thirty miles, on average. Second, by focusing specifically upon the landholdings of individual debtors, it has become possible to move away from

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[112] *Calendar of Inquisitions Post Mortem, Volume III*, p. 167.

[113] *Final Concords of the County of Lincoln, 1244–1272*, no. 138.

[114] Ibid.

[115] *Calendar of Inquisitions Post Mortem, Volume III*, p. 167.

[116] Ibid.

[117] *Final Concords of the County of Lincoln, 1244–1272*, no. 138.

[118] TNA E 101/249/12.

[119] It may be that, once the archives reopen, it will become possible to trace more debtors in the manuscript sources.

questions of indebtedness by Christians to Jews in this period, and instead to think about how realistic it was that debtors would be able to fulfil the obligations which were outlined in acknowledgements. Indeed, with the notable exception of Adam of Newmarket, whose political allegiances served to exacerbate his indebtedness, all of the debtors who have been traced in this chapter appear to have borrowed proportionately to their respective landholdings or incomes. Third, given that a number of debtors have been traced in the records of Jewish and Christian creditors, a fundamental conclusion of this chapter must be that credit was ubiquitous in medieval society, irrespective of the religion of the debtor. The only distinction which can be drawn is that it was only with the introduction of regulations for the enforcement of debts to Christian creditors from the 1280s that it becomes possible to trace those debts in the same detail as is possible for the previous century with the Jews. Fundamentally, this chapter justifies the approach throughout this thesis. It does not treat the Anglo-Jewish and Christian sources as two separate and distinct bodies of evidence. Instead, it recognises that acknowledgements can only be fully understood when they are situated within the broader context of thirteenth-century England.

Conclusion

In 1932, the scholarly apparatus which accompanied a modern edition of medieval Anglo-Jewish charters from the British Museum (which had appeared two years previously) was published.[1] Owing to the deaths of both of the original editors the project, which had already been severely delayed by the First World War, had to be brought to a conclusion by Hubert Loewe.[2] In the preface to the explanatory notes volume, Loewe remarked that

> In a book of this nature, where so many varied interests are concerned, fresh points of view constantly present themselves: new problems call for consideration, and there is always something left for 'the man who comes after the king.' However careful be the harvest, there is the forgotten sheaf and the aftergrowth, the perquisites of the poor. May they be worthy of the barn to which they are brought![3]

It is the same with acknowledgements which have, in many respects, been treated as the 'aftergrowth' of the study of the Jews of medieval England. These records, which fall under the heading of 'stray survivals', have often been relegated to the periphery in favour of the more substantive scrutiny rolls.[4] Certainly, those inventories are better suited to general discussions of Jewish moneylending activities, given that they list the main particulars of transactions on a single roll.[5] Conversely, in the process of completing this study of acknowledgements, it has become increasingly clear that scrutinies cannot be understood in isolation from acknowledgements.[6] Where acknowledgements have been engaged with on any scale in previous scholarship it has been either to supplement a dataset derived from

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[1] *Starrs and Jewish Charters Preserved in the British Museum*, ed. Israel Abrahams, H. P. Stokes and Herbert Loewe, 3 vols. (Cambridge, 1930–32).

[2] Ibid, ii, p. xii.

[3] Ibid.

[4] See, for example, Robin R. Mundill, 'Christian and Jewish lending patterns and financial dealings during the twelfth and thirteenth centuries' in P. R. Schofield and N. J. Mayhew (eds.), *Credit and Debt in Medieval England c.1180–c.1350* (Oxford, 2002), pp. 54–61.

[5] The advantages and disadvantages of this approach were explored in Section 0.4.

[6] Dean A. Irwin, 'From chirograph to roll: the records of thirteenth-century Anglo-Jewish moneylending activities' in Ionuţ Epurescu-Pascovici (ed.), *Accounts and Accountability in Late Medieval Europe* (Turnhout, 2020), pp. 271–2.

scrutiny rolls or to compensate for the absence of such an inventory.[7] A particular irony of this study is that historians have long lamented the absence of any scrutinies for the London *archa* but, within The National Archives, 158 acknowledgements have been linked to that centre.[8] This thesis, therefore, serves a dual purpose. It presents various approaches for the study of acknowledgements and, following in the tradition of Loewe, it also constructs the 'barn' which allows the scale, potential, and extent of acknowledgements to be viewed. When acknowledgements are treated as a single corpus they represent the single largest collection of Anglo-Jewish charters and are a rich source for study.

This thesis can be broken down into two distinct themes. In Chapters One to Three, acknowledgements were approached from the perspective of the governmental sources and charter scholarship to establish what can be learned by understanding the legal and administrative framework within which they were produced. In contrast, Chapters Four and Five analysed the contents of the documents and situated the Lincoln acknowledgements within a wider framework of thirteenth-century England, to explore the wider context of these documents and those involved in the transactions themselves. In some respects, these two objectives might be regarded as antithetical to each other, with first three chapters being concerned with structures of production while the final chapters were more of a quantitative analysis of the corpus. Conversely, while each chapter has approached the corpus from a different perspective, the aim throughout has been the same: to understand acknowledgements as records. When this project commenced, it had been intended that acknowledgements would be situated within the context of royal document production.[9] After all, the corpus analysed here was a product of the *archae* system, which has often been regarded by historians as the provincial arm of the Exchequer of the Jews.[10] Equally, as was highlighted in Chapter One of this thesis, the Crown heavily regulated the production of acknowledgements and, in the event that transactions were disputed, could enforce repayment (or not, as the case may have been). As was seen in Chapters Two and Three, the key to understanding acknowledgements is, in fact, the crucial step in between regulation of debts and the enforcement of transactions: production. This became particularly obvious when it became necessary to identify the individuals appointed to administer the

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[7] As in the case of the Canterbury: Robin R. Mundill, 'The Jews in England, 1272–1290' (St. Andrews, unpublished PhD diss., 1987), pp. 187–9.

[8] See Section 0.5.

[9] This is certainly the approach which I adopted in 'The materiality of debt to Jews in England' which serves to explain why some of the conclusions have been superseded here.

[10] See, for example, Paul Brand, 'The Jewish Community of England in the Records of English Royal Government' in Patricia Skinner (ed.), *The Jews in Medieval Britain: Historical, Literary, and Archaeological Perspectives* (Woodbridge, 2003), p. 73.

archae. As a result, it was shown that, where it is possible to do so, these men can be traced as members of the civic community. To some extent, this has long been recognised in discussions of the Christian chirographers. In the context of Norwich and York, respectively, Vivian D. Lipman and R. B. Dobson identified that those who occupied the office often went on to serve in other civic offices, such as bailiffs, if they had not already done so.[11] The focus on the clerks who wrote acknowledgements revealed that, although they are identified as *archa* clerks in contemporary sources and modern scholarship, this label is deceptive. As was seen, the election process which was ordinarily utilised for the selection of new officers ensured that those with the requisite qualifications were elected to the task. In the case of the clerks, this meant that they were the same men who occupied the office of town clerk (where such an office existed at this early date) or somebody active in document production within the town. The implications of this became more significant in Chapter Three, where the diplomatic revealed acknowledgements to have been created by professionally trained clerks.

The discussion in these two chapters also demonstrated the need to write the Jews back into the civic history of England. Previous studies have identified the Jews were primarily urban dwellers and mapping efforts have shown Jews and Christians occupied the same spaces within towns, as neighbours.[12] Despite this, there has never been any attempt to integrate the Jews into wider civic narratives, with historians treating the Christian and Jewish communities as distinct communities. This is particularly perplexing because, as has been seen, at the same time that the *archae* system was established, towns were undergoing a 'period of urban emancipation'.[13] A future avenue for research would be to analyse the Articles of the Jewry (1194) in the context of town charters which were issued at the end of the twelfth century to establish how the two might have functioned together. On the surface, it is difficult to see how the chests could ever have been envisioned to be an extension of the royal government, because it would have impinged upon the recently won liberties of individual towns. When the *archae* system is considered in relation to those who administered them and where they were held, as was done in Chapter Two, it becomes clear that the chests were regulated by the Crown but administered by the local community. Equally, Miri Rubin has recently reminded us, that

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[11] See Section 2.2.

[12] Hannah Meyer, 'Female Moneylending and Wet-Nursing in Jewish-Christian Relations in Thirteenth-Century' (Oxford, unpublished PhD diss., 2009), pp. 31–56.

[13] Christian D. Liddy, *Contesting the City: The Politics of Citizenship in English Towns, 1250–1530* (Oxford, 2017), p. 89.

the medieval city was a diverse place, filled with foreigners and strangers.[14] In that sense, by the thirteenth century, some Jewish communities would have been better established in the civic context than other groups of outsiders. As a result of this study of acknowledgements, therefore, it is clear that the Jews should not be considered purely, or even primarily, in the royal context. Instead, the towns in which Jewish communities were established, in many instances for more than a century, must also be included as part of such discussions.[15]

In some respects, Chapters Four and Five were more conventional in terms of the historiography on the Jews of medieval England. There have, after all, been numerous studies of Jewish moneylending activities in thirteenth-century England over the course of the past century. Equally, a number of the records analysed in this thesis were analysed in that context by Robin Mundill in the 1980s.[16] Here, the distinction which was drawn at the outset of this study becomes significant. This thesis was not constructed as an examination of Jewish moneylending upon the basis of acknowledgements but, instead, was an independent study of records and their many contexts. In that respect, the analysis which is presented in Chapter Four is as much about the practicalities of moneylending as the transactions themselves. As a result, it was seen that there was nothing exceptional about visiting the *archa* and the production of acknowledgements. Instead, this would have been a daily occurrence in thirteenth-century towns, and seems to have happened across the year. Equally, by situating the date of the acknowledgement, and of repayment, within a wider context, it became clear that debts might be transacted to coincide with major events, such as an annual fair. This is particularly important because there has been some confusion within the historiography about how creditor and debtor might have encountered each other. In general terms, it is perfectly reasonable to assume, as Meyer did, that debtors of a lower social rank might have been reluctant to travel longer distances to access credit. As was seen in the case of Hereford, however, the annual market may have facilitated the access of credit by debtors because they were more likely to be in proximity to the *archa* than would usually have been the case.

Equally, the chronological and geographical distribution of the corpus made it possible to identify and trace patterns in Jewish moneylending transactions across the thirteenth century. As with previous studies, it was seen that there was a substantial change in terms of the largest transactions,

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[14] Miri Rubin, *Cities of Strangers: Making Lives in Medieval Europe* (Cambridge, 2020).

[15] Although there has not been time to engage with it in this thesis, Adrienne Williams Boyarin's discussion of 'the polemics of sameness' links in nicely, and shares many parallels, with this research using more literary sources: *The Christian Jew and the Unmarked Jewess: The Polemics of Sameness in Medieval English Anti-Judaism* (Philadelphia, 2021).

[16] Mundill, *England's Jewish Solution*, pp. 6–10.

accounted for by the richest Jews having their revenues severely depleted and the baronial elite turning to other sources of credit. Equally, however, there was also a more subtle shift at the other end of the spectrum, with debts for less than £1 accounting for a substantial proportion of transactions in 1240 but being largely absent from later sources. Clearly, therefore, it is unhelpful to delineate between the highest-ranking debtors and the rest. Instead, a more nuanced approach to the records is needed which accounts for chronological fluctuations and local trends.

Arguably the most important contribution to the study of acknowledgements and Jewish moneylending comes in Chapter Five, where the debtors named in the Lincoln acknowledgements were traced. While the earliest extant acknowledgements had specified the precise lands upon which debts were secured, later documents merely stated that debts were secured upon all of the debtor's lands.[17] Consequently, by tracing individual debtors through the published Christian records it became possible to establish what lands individual acknowledgements might have been linked to. Equally, from the perspective of moneylending, this discussion moved away from considering what money was borrowed to instead explore the means of debtors. Traditional discussions of this nature have focused upon how much the knightly classes suffered from the Crown's policy towards the Jews and debts which were owed.[18] While this chapter did not seek to dispute the difficulties that some debtors undoubtedly found themselves in, on the whole Christian borrowings were commensurate with their individual means. Equally, although there has been a lot of emphasis on Jews as creditors in the historiography, by tracing debtors through more general records, it was seen that credit was ubiquitous in medieval England. As a result, the logical next stage of this research would be to extend the scope of the study beyond acknowledgements and consider them alongside the records produced in accordance with the Statutes of the Merchants and Staple. On the face of it, there should be many parallels between the two corpuses of evidence. Equally, by considering both sets of evidence, it will be possible to explore the evolution of records of credit over a much longer period than is the case when the two bodies of evidence are treated separately.

In the context of Christian credit instruments, Ralph B. Pugh concluded that, 'he who essays to reduce to intelligibility the credit instruments of the Middle Ages condemns himself to much drudgery without necessarily emerging from his labour with a clearer mind'.[19] The veracity of this remark is not disputed here. Even so, this study has shown that there are important reasons for

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[17] See Section 3.8.

[18] Robert C. Stacey, 'Jewish lending and the medieval English economy' in Richard H. Britnell and Bruce M. S. Campbell (eds.), *A Commercialising Economy: England 1086 to c. 1300* (Manchester, 1995), pp. 96–7.

[19] Ralph B. Pugh, 'Some Mediaeval Moneylenders', *Speculum*, 43 (1968), p. 288.

engaging with acknowledgements in a meaningful sense. Although a great many legal sources have survived detailing the regulation the production of acknowledgements, the survival of this corpus allows the historian to view the precise implications of the Crown's legislative efforts over the course of more than a century. Equally, from an administrative perspective, their survival allows us to examine the local and regional variations introduced at different *archae*. Finally, from the perspective of Jewish moneylending, they are an important source for considering the extent of debts and debtors over the course of thirteenth century. Most importantly, this thesis has argued that although acknowledgements were regulated by the Crown and relate to the moneylending transactions of Jews they should not, as has sometimes been the case, be categorised as 'royal' or 'Jewish' records. Instead, they are a product of the civic environment and it is in that context that they should be approached.

Bibliography

Manuscript Sources

British Library

Harley Ch. 43 A 54.

Cambridge University Library

Doc. 3781, 3782, 3783, 3784.

Canterbury Cathedral Archives

A/A/6

Durham University Library

1.1.Ebor.15a, 1.1.Ebor.15b, 1.1.Ebor.15c, 1.1.Ebor.15d.

Exeter Cathedral Archives

Vicars Choral, 3006, 3007, 3093, 3384.

Hereford Cathedral Archives

Doc. 2640.

Herefordshire Archives and Record Centre

AH 81/34.

Hull History Centre

U DDWB/23/4.

Record Office of Leicestershire, Leicester and Rutland

26D53/2534

BRI/1/11

DE3214/3393

Magdalen College, Oxford

Misc. 284.

The National Archives

Acknowledgements of Debt

DL 25/1341.

E 101/249/5 (File: 14 acknowledgements)

E 101/249/7 (File: 18 acknowledgements)

E 210:

Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 157, 158, 175, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 284, 287, 288, 289, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 370, 371, 372, 373, 374, 375, 1354, 1362, 1364, 1395, 1482, 2027, 2041, 5145, 5251, 5278, 5332, 5350, 5408, 5415, 5440, 5711, 6178, 11325.

WARD 2/60/234/63

Chancery

C 47 – Miscellanea

C 241 – Certificates of Statute Merchant and Statute Staple

Court of Common Pleas

CP 25 – Feet of Fines Files

Domestic Records of the Public Record Office

PRO 30/75 – Sir Hilary Jenkinson Papers

Duchy of Lancaster

DL 25 – Deeds, Series L

DL 27 – Deeds, Series LS

Exchequer

E 9 – Exchequer of the Jews: Plea Rolls

E 40 – Treasury of Receipt: Ancient Deeds, Series A

E 42 – Treasury of Receipt: Ancient Deeds, Series AS

E 101 – King's Remembrancer: Various Accounts

E 210 – King's Remembrancer: Ancient Deeds, Series D

E 401 – Receipt Rolls and Registers

Special Collections

SC 1

Northamptonshire Record Office

F(M) Charter 2041.

Nottingham University Archives

Mi D4681/2, Mi D4681/2.

Westminster Abbey Muniments

Acknowledgements of Debt

Nos. 6696, 6698, 6699, 6880, 9014, 9015, 9016, 9017, 9018, 9019, 9020, 9021, 9022, 9023, 9024, 9025, 9026, 9027, 9028, 9029, 9030, 9031, 9032, 9033, 9034, 9035, 9036, 9037, 9038, 9039, 9040, 9041, 9042, 9043, 9044, 9045, 9046, 9047, 9048, 9049, 9050, 9051, 9052,9053, 9054, 9055, 9056, 9057, 9058, 9059, 9086, 9087, 9088, 9089, 9090, 9091, 9092, 9093, 9094, 9095, 9096, 9097, 9098, 9099, 9100, 9101, 9102, 9103, 9104, 9105, 9116, 9117, 9118, 9119, 9120, 9121, 9122, 9123, 9124, 9125, 9126, 9127, 9128, 9129, 9130, 9131, 9132, 9133, 9134, 9135, 9136, 9137, 9138, 9139, 9140, 9141, 9142, 9143, 9144, 9145, 9146, 9147, 9148, 9149, 9150, 9151, 9152, 9153, 9154, 9155, 9156, 9157, 9158, 9159, 9160, 9161, 9162, 9163, 9164, 9165, 9166, 9167, 9168, 9169, 9170, 9171, 9172, 9173, 9174, 9175, 9176.

Extraneous Material

Nos. 6686, 6687, 6693, 6700, 6703, 6704, 6710, 6726, 6729, 6733, 6888, 6893, 6973, 6976, 9001, 9002, 9003, 9007, 9012, 9066, 9067, 9077*, 9081, 9081*, 9083, 9084, 9108

Printed Primary Sources

Acta of Henry II and Richard I, ed. J. C. Holt and Richard Mortimer (Richmond, 1986).

Acta of Henry II and Richard I, part II, ed. Nicholas Vincent (Kew, 1996).

Annales Monastici, ed. H. R. Luard, 5 vols. (London, 1864–1869).

Calendar of the Plea Rolls of the Exchequer of the Jews, Volume 1: Henry III, 1218–1272, ed. J. M. Rigg (London, 1905).

Calendar of the Plea Rolls of the Exchequer of the Jews, Volume 2: Edward I, 1273–1275, ed. J. M. Rigg (London, 1910).

Calendar of the Plea Rolls of the Exchequer of the Jews, Volume 3: Edward I, 1275–1277, ed. Hilary Jenkinson (London, 1929).

Calendar of the Plea Rolls of the Exchequer of the Jews, Volume 4: Henry III, 1272, and 1275–1277, ed. H. G. Richardson (London, 1972).

Charters of the Redvers Family and the Earldom of Devon, 1090–1217, ed. Robert Bearman (Exeter, 1994).

De Antiquis Legibus Liber: Cronica Maiorum et Vicecomitum Lononiarum, ed. Thomas Stapleton (London, 1846).

Earldom of Gloucester Charters: The charters and scribes of the Earls and Countesses of Gloucester to A.D. 1217, ed. R. B. Patterson (Oxford, 1973).

English Episcopal Acta II: Canterbury 1162–1190, ed. Bridgett E. A. Jones and Christopher R. Cheney (London, 1986).

English Episcopal Acta VII: Hereford 1079–1234, ed. Julia Barrow (London, 1993).

English Episcopal Acta 13: Worcester 1218–1268, ed. Philippa M. Hoskin (London, 1997).

English Episcopal Acta 28: Canterbury 1070–1136, ed. Martin Brett and Joseph A. Gribbin (London, 2004).

English Episcopal Acta 38: London, 1229–1280, ed. Philippa Hoskin (London, 2011).

Final Concords of the County of Lincoln, 1244–1272, ed. C. W. Foster (Horncastle, 1920).

Flores Historiarum, ed. Henry Richards Luard, 3 vols. (London, 1890).

Foedera. Conventiones, Litterae, et Cujuscunque Generis Acta Publica, ed. Thomas Rymer, new edn, vol I part i, ed. A. Clark and F. Holbrooke (London, 1816).

Gerald of Wales, *Instructions for a Ruler: De Principis Instructione*, ed. Robert Bartlett (Oxford, 2018).

Hebrew Deeds of English Jews before 1290, ed. M. D. Davis (London, 1888).

Liber Feodorum: The Book of Fees Commonly Called Testa de Neville, 3 vols. (London, 1920–31).

Madox, Thomas, *Formulare Anglicanum: Or, a Collection of Ancient Charters and Instruments of Divers Kinds, Taken from the Originals* (London, 1702).

Medieval English Jews and Royal Officials: Entries of Jewish Interest in the English Memoranda Rolls, 1266–1293, ed. and trans. Zefira Entin Rokéah (Jerusalem, 2000).

Medieval Jewish Documents in Westminster Abbey, ed. Ann Causton (London, 2007).

Patent Rolls of the Reign of Henry III, 6 vols. (London, 1901–1913).

Patent Rolls of the Reign of Edward I, 4 vols. (London, 1893–1901).

Plea Rolls of the Exchequer of the Jews, Volume 5: Edward I, 1277–1279, ed. Sarah Cohen (London, 1992).

Plea Rolls of the Exchequer of the Jews, Volume 6: Edward I, 1279–81, ed. Paul Brand (London, 2005).

Regesta Regum Scottorum Volume 2: The Acts of William I, 1165–1214, ed. G. W. S. Barrow (Edinburgh, 1971).

Regesta Regum Scottorum Volume IV part 1: The Acts of Alexander III, ed. Cynthia J. Neville and Grant S. Simpson (Edinburgh, 2012).

Roger of Howden, *Chronica Magistri*, ed. William Stubbs, 4 vols. (London, 1868–1871).

Rotuli Hundredorum, 2 vols. (London, 1812–18).

Royal and Other Historical Letters Illustrative of the Reign of Henry III, ed. Walter Waddington Shirley, 2 vols. (London, 1862–1866).

Select Pleas, Starrs, and Other Records from the Rolls of the Exchequer of the Jews A.D. 1220–1284, ed. J. M. Rigg (London, 1902).

Starrs and Jewish Charters Preserved in the British Museum, ed. Israel Abrahams, H. P. Stokes and Herbert Loewe, 3 vols. (Cambridge, 1930–1932).

The Acts and Letters of the Marshal Family: Marshals of England and Earls of Pembroke, 1145–1248, ed. David Crouch (Cambridge, 2015).

The Charters of the Anglo-Norman Earls of Chester, c.1071–1237, ed. Geoffrey Barraclough, Record Society of Lancashire and Cheshire vol. 76 (Gloucester, 1988).

The Chronicle of Walter of Guisborough, ed. Harry Rothwell (London, 1957).

The Early Charters of Waltham Abbey 1062–1230, ed. Rosalind Ransford (Woodbridge, 1989).

The Early Rolls of Merton College Oxford, ed. J. R. L. Highfield (Oxford, 1964).

The Great Roll of the Pipe for the Thirty First Year of the Reign of Henry I Michaelmas 1130, ed. Judith A. Green (Loughborough, 2012).

The Letters of Robert Grosseteste, Bishop of Lincoln, ed. and trans. F. A. C. Mantello and Joseph Goering (Toronto, 2010).

The Newburgh Earldom of Warwick and Its Charters: 1088–1253, ed. David Crouch (Bristol, 2015).

The Registrum Antiquissimum of Lincoln Cathedral, ed. C. W. Foster (vols. 1–4) and Kathleen Major (vols. 5–10), 10 vols. (Lincoln, 1931–1973).

Transcripts of Charters relating to the Gilbertine Houses of Sixile, Ormsby, Catley, Bullington and Alvingham, ed. F. M. Stenton (Horncastle, 1922).

Secondary Sources

Abrahams, B. Lionel, 'The Condition of the Jews of England at the Time of their Expulsion in 1290', *Transactions of the Jewish Historical Society of England*, 2 (1894–5), pp. 76–105.

Allen, Martin, *Mints and Money in Medieval England* (Cambridge, 2012).

Ambler, Sophie T., 'Simon de Montfort and King Henry III: The First Revolution in English History', *History Compass*, 11 (2013), pp. 1076–87.

Bainton, Henry, *History and the Written Word: Documents, Literacy, and Language in the Age of the Angevins* (Philadelphia, 2020).

Barron, Caroline M., *London in the Later Middle Ages: Government and People 1200–1500* (Oxford, 2004).

Barrow, G. W. S., 'Stewart family', *ODNB* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/49411 accessed on 16 Jul. 19.

Bartlet, Suzanne, *Licoricia of Winchester: Money, Motherhood and Murder in the Medieval Anglo-Jewish Community* (London, 2009).

Bartlett, Robert, *England Under the Norman and Angevin Kings* (Oxford, 2000).

Bates, David, 'Charters and Historians of Britain and Ireland: Problems and Possibilities' in Flanagan and Green (eds.), *Charters and Charter Scholarship in Britain and Ireland*, pp. 1–14.

Baumgarten, Elisheva, *Practicing Piety in Medieval Ashkenaz: Men, Women, and Everyday Religious Observance* (Philadelphia, 2014).

Baumgarten, Elisheva, et. al., *Entangled Histories: Knowledge, Authority, and Jewish Culture in the Thirteenth Century* (Pennsylvania, 2017).

Bedos-Rezak, Brigitte Miriam, 'Cutting Edge: The Economy of Mediality in Twelfth-Century Chirographic Writing', *Das Mittelater*, 15 (2010), pp. 134–61.

Berman, Lila Corwin, 'Jewish History Beyond the Jewish People', *Association of Jewish Studies Review*, 42 (2018), pp. 269–92.

Bertrand, Paul, *Documenting the Everyday in Medieval Europe: The Social Dimensions of a Writing Revolution 1250–1350*, trans. Graham Robert Edwards (Turnhout, 2015).

Bevan, Kitrina, 'Clerks and Scriveners: Legal Literacy and Access to Justice in Late Medieval England' (Exeter, unpublished PhD diss., 2013).

Biancalana, Joseph, 'Monetary Penalty Clauses in Thirteenth-Century England', *The Legal History Review*, 73 (2005), pp. 231–65.

Bishop, T. A. M., *Scriptores Regis: Facsimiles to Identify and Illustrate the Hands of Royal Scribes in Original Charters of Henry I, Stephen and Henry II* (Oxford, 1961).

Bolton, J. L., *Money in the Medieval English Economy* (Manchester, 2012).

Boyarin, Adrienne Williams, *The Christian Jew and the Unmarked Jewess: The Polemics of Sameness in Medieval Anti-Judaism* (Philadelphia, 2021).

Boyle, Leonard E., 'Diplomatics' in James M. Powell (ed.), *Medieval Studies: An Introduction* (New York, 1992), pp. 82–113.

Brand, Paul, 'Jews and the Law in England, 1275–90', *The English Historical Review*, 115 (2000), pp. 1138–58.

Idem., 'Lawyers' Time in England in the later Middle Ages' in Chris Humphrey and W. M. Ormrod (eds.), *Time in the Medieval World* (Woodbridge, 2001), pp. 73–104.

Idem., 'Aspects of the Law of Debt, 1189–1307' in P. R. Schofield and N. J. Mayhew (eds.), *Credit and Debt in Medieval England c. 1180–c.1350* (Oxford, 2002), pp. 19–41.

Idem., 'The Jewish Community of England in the Records of English Royal Government' in Skinner (ed.), *The Jews in Medieval Britain*, pp. 73–83.

Idem., 'Administering the "Law and Custom of the Jewry": the Functions of the Exchequer of the Jews in Thirteenth Century England' (unpublished paper).

Brugger, Eveline, 'Loans of the Father: Business Succession in Families of Jewish Moneylenders in Late Medieval Austria' in Finn-Einer Eliassen and Katalin Szende (eds.), *Generations int Towns: Succession and Success in Pre-Industrial Urban Societies* (Cambridge, 2009), pp. 112–28.

Buck, M. C., 'Hythe (Hethe), Hamo', *ODNB* (Oxford, 2004), https://www.oxforddnb.com/view/10.1093/ref:odnb/9780198614128.001.0001/odnb-9780198614128-e-37508/version/0 accessed on 18 Jul. 19.

Burger, Michael, 'Sending, Joining, Writing, and Speaking in the Diocese Administration of Thirteenth-Century Lincoln', *Mediaeval Studies*, 55 (1993), pp. 151–82.

Carpenter, David, 'The English Royal Chancery in the Thirteenth Century' in Adrian Jobson (ed.), *English Government in the Thirteenth Century* (Woodbridge, 2004), pp. 49–70.

Idem., 'Between Magna Carta and the Parliamentary State: The Fine Rolls of Henry III, 1216–72' in David Crook and Louise J. Wilkinson (eds.), *The Growth of Royal Government under Henry III* (Woodbridge, 2015), pp. 9–29.

Idem., *Magna Carta* (London, 2015).

Casson, Catheine, et. al., *Compassionate Capitalism: Business and Community in Medieval England* (Bristol, 2020).

Chazan, Robert, *Medieval Jewry in Northern France: A Political and Social History* (Baltimore, 1974).

Idem., *Church, State, and Jew in the Middle Ages* (New York, 1980),

Idem., *The Jews of Medieval Western Christendom, 1000–1500* (Cambridge, 2006).

Cheney, C. R., *The Records of Medieval England* (London, 1956).

Idem., 'On the *acta* of Theobald and Thomas, archbishops of Canterbury', *Journal of the Society of Archivists*, 6 (1981), pp. 467–81.

Idem., *A Handbook of Dates for Students of British History*, rev. Michael Jones (Cambridge, 2000).

Clanchy, M. T., 'Literate and Illiterate; Hearing and Seeing: England, 1066–1307' in Harvey J. Graff (ed.), *Literarcy and Historical Development: A Reader* (Carbondale, 2007), pp. 38–81.

Idem., *From Memory to Written Record: England, 1066–1307* (London, 2013).

Cohn Jr, Samuel K., *Popular Protest in Late Medieval English Towns* (Cambridge, 2013).

Cook, B. J., 'The Bezant in Angevin England', *The Numismatic Chronicle*, 159 (1999), pp. 255–75.

Coss, P. R., 'Sir Geoffrey de Langley and the Crisis of the Knightly Class in Thirteenth-Century England', *Past and Present*, 68 (1975), pp. 3–37.

Cuenca, Esther Liberman, 'Town clerks and the authorship of custumals in medieval England', *Urban History*, 46 (2019), pp. 180–201.

Curk, Joshua, 'The Oath of a Jew in the Thirteenth-Century English Legal Context' in Nina Caputo and Mitchell B. Hart (eds.), *On the Word of a Jew: Religion, Reliability, and the Dynamics of Trust* (Bloomington, 2019), pp. 62–80.

Crook, David, 'The Early Remembrancers of the Exchequer', *Historical Research*, 53 (1980), pp. 11–23.

Idem., 'Jordan Castle and the Foliot family of Grimston, 1225–1330', *Transactions of the Thoroton Society*, 112 (2008), pp. 143–58.

Dobson, R. B., 'The Decline and Expulsion of the Medieval Jews of York', *Transactions of the Jewish Historical Society of England*, 26 (1974–78), pp. 34–52.

Ibid., 'English Episcopal Acta', *British Academy Review*, 9 (2005), pp. 32–5.

Dorin, Rowan William, 'Banishing Usury: The Expulsion of Foreign Moneylenders in Medieval Europe' (Harvard, unpublished PhD diss., 2015).

Dyer, Christopher, *Standards of living in the later Middle Ages* (Cambridge, 1998).

Idem., *Making a Living in the Middle Ages: The People of Britain, 850–1520* (New Haven, 2009).

Easterling, R. C., 'Lists of Civic Officials of Exeter in the 12th and 13th centuries, c. 1100–1300', *Report and Transactions of the Devonshire Association*, 70 (1938), pp. 455–94.

Elman, Peter, 'The Economic Causes of the Expulsion of the Jews in 1290', *The Economic History Review*, 7 (1937), pp. 145–54.

Idem., 'Jewish Trade in Thirteenth Century England', *Historia Judaica*, 1 (1939), pp. 91–104.

Feibusch, Carl Edward, 'Jews and Credit in Late Thirteenth-Century England' (California, unpublished PhD diss., 2013).

Flanagan, Marie Therese and Green, Judith A., *Charters and Charter Scholarship in Britain and Ireland* (London, 2005).

Fowler, J. T., 'On Certain "Starrs," or Jewish Documents, Partly Relating to Northallerton', *The Yorkshire Archaeological and Topographical Journal*, 3 (1875), pp. 54–63.

Fuss, Abraham, 'Inter-Jewish Loans in Pre-Expulsion England', *The Jewish Quarterly Review*, 65 (1975), pp. 229–45.

Gervers, Michael (ed.), *Dating Undated Medieval Charters* (Woodbridge, 2000).

Gray, Hazel Catherine, 'Moneylending in Twelfth-Century England' (London, unpublished PhD diss., 2007).

Gross, Charles, 'The Exchequer of the Jews of England in the Middle Ages' in *Papers Read at the Anglo-Jewish Historical Exhibition* (London, 1888), pp. 170–230.

Hall, Hubert, *Studies in English Official Historical Documents* (Cambridge, 1908).

Harding, Alan, 'Newmarket, Sir Adam of', *ODNB* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/20029 accessed on 11 November 2020.

Harvey, P. D. A., 'Personal seals in thirteenth-century England' in Ian Wood and G. A. Loud (eds.), *Church and Chronicle in the Middle Ages: Essays Presented to John Taylor* (London, 1991), pp. 117–27.

Idem., 'Seals and the Dating of Documents' in Michael Gervers (ed.), *Dating Undated Medieval Charters* (Woodbridge, 2000), pp. 207–10.

Harvey, P. D. A., and McGuiness, A., *A Guide to British Medieval Seals* (London, 1996).

Heslop, T. A., 'The Seals of the Twelfth-Century Earls of Chester' in Thacker, *The Earldom of Chester and its Charters*, pp. 180–95.

Hiatt, Alfred, *The Making of Medieval Forgeries: False Documents in Fifteenth-Century England* (London, 2004).

Hill, Francis, *Medieval Lincoln* (Stamford, 1990).

Hillaby, Joe, 'A magnate among the marchers: Hamo of Hereford, his family and clients, 1218–1253', *Jewish Historical Studies*, 31 (1988–90), pp. 23–82.

Idem., 'The Worcester Jewry, 1158–1290: Portrait of a Lost Community', *Transactions of the Worcester Archaeological Society*, 35 (1990), pp. 73–122.

Hillaby, Joe and Caroline, *The Palgrave Dictionary of Medieval Anglo-Jewish History* (London, 2013).

Hodson, John, 'Medieval Charters: The Last Witness', *Journal of the Society of Archivists*, 5 (1974), pp. 71–89.

Holt, J. C., *Magna Carta* (Cambridge, 2015).

Hudson, John, 'Diplomatic and Legal Aspects of the Charters' in Thacker (ed.), *Earldom of Chester Charters*, pp. 153–78.

Huscroft, Richard, *Expulsion: England's Jewish Solution* (Stroud, 2006).

Idem., 'The State' in Louise J. Wilkinson (ed.), *A Cultural History of Childhood and Family in the Middle Ages* (London, 2014), pp. 127–44.

Idem., 'A Tale of Two Ministers: Robert Burnell, Walter Langton and the Government of Edward I' in Andy King and Andrew M. Spencer (eds.), *Edward I: New Interpretations* (Woodbridge, 2020), pp. 24–43.

Insley, Charles, 'Imitation and Independence in Native Welsh Administrative Culture, c.1180–1280' in David Crook and Louise J. Wilkinson (eds.), *The Growth of Royal Government under Henry III* (Woodbridge, 2015), pp. 104–20.

Irwin, Dean A., 'From *Archae* to Archives', *Archives*, 52 (2017), pp. 1–11.

Idem., 'The materiality of debt to Jews in England, 1194–1276', *Jewish Historical Studies*, 49 (2017), pp. 56–71.

Idem., 'From chirograph to roll: the records of thirteenth-century Anglo-Jewish moneylending activities' in Ionuţ Epurescu-Pascovici (ed.), *Accounts and Accountability in Late Medieval Europe* (Turnhout, 2020), pp. 267–70.

Jacobs, Joseph, and Wolf, Lucien, *Catalogue of the Anglo-Jewish Historical Exhibition* (London, 1887).

Jenkinson, Hilary, 'The Records of Exchequer Receipts from the English Jewry', *Transactions of the Jewish Historical of England*, 8 (1915–17), pp. 19–54.

Idem., 'A Money-Lender's Bonds of the Twelfth Century' in H. W. C. Davies (ed.), *Essays in History Presented to Reginald Lane Poole* (Oxford, 1927), pp. 190–210.

Idem., *A Guide to Seals in the Public Record Office* (London, 1954).

Jordan, William Chester, 'Jews on Top: Women and the Availability of Consumption Loans in Northern France in the Mid-Thirteenth Century', *Journal of Jewish Studies*, 29 (1978), pp. 39–56.

Idem., *The French Monarchy and the Jews: From Philip Augustus to the Last Capetians* (Philadelphia, 1989).

Julius, Anthony, *Trials of the Diaspora: A History of Anti-Semitism in England* (Oxford, 2010).

Kaye, J. M., *Medieval English Conveyances* (Cambridge, 2009).

Knowles, Clive Hubert, 'The Disinherited, 1265–1280: A Political and Social Study of the Supporters of Simon de Montfort and the Resettlement after the Barons' War' (Cardiff, unpublished PhD diss., 1959).

Idem., 'The Resettlement of England after the Barons' War, 1264–67', *Transactions of the Jewish Historical Society of England*, 32 (1982), pp. 25–41.

Kypta, Ulla, 'How to be an Exchequer Clerk in the Twelfth Century: What the *Dialogue of the Exchequer* is Really About', *History*, 103 (2018), pp. 199–222.

Lange, Tyler, *Excommunication for Debt in Late Medieval France: The Business of Salvation* (Cambridge, 2016).

Levy, S., 'The Norwich Day-Book', *TJHSE*, 5 (1902–5), pp. 243–75.

Lieberman, Sharon Temple, 'English Royal Policy Towards the Jews' Debtors, 1227–1290' (Birkbeck, unpublished PhD diss., 1982).

Liddy, Christian D., *Contesting the City: The Politics of Citizenship in English Towns, 1250–1530* (Oxford, 2017).

Lipman, V. D., *The Jews of Medieval Norwich* (London, 1967).

Idem., 'Jews and castles in medieval England', *Transactions of the Jewish Historical Society of England*, 28 (1981–2), pp. 1–19.

Lipton, Sara, 'Where are the Gothic Jewish women?', *Jewish History*, 22 (2008), pp. 137–77.

Lowe, Kathryn E., 'Lay Literacy in Anglo-Saxon England and the Development of the Chirograph' in Philip Pulsiano and Elaine M. Treharne (eds.), *Anglo-Saxon Manuscripts and their Heritage* (Aldershot, 1998), pp. 161–203.

Maddicott, J. R., *Simon de Montfort* (Cambridge, 1994).

Madox, Thomas, *The History and Antiquities of the Exchequer of the Kings of England*, 2 vols. (London, 1711).

Mate, Mavis, 'The Indebtedness of Canterbury Cathedral Priory 1215–95', *The Economic History Review*, 26 (1973), pp. 183–97.

McEwan, John A., *Seals in Medieval London, 1050–1300: A Catalogue* (Woodbridge, 2016).

McNall, Christopher, 'The Recognition and Enforcement of Debts under the statutes of *Acton Burnell* (1283) and *Merchants* (1285), 1283–1307' (Oxford, unpublished PhD diss., 2000).

Melechen, Nina, 'Calling Names: The Identification of Jews in Christian Documents from Medieval Toledo' in Donald J. Kagay and Theresa M Vann (eds.), *On the Social Origins of Medieval Institutions: Essays in Honour of Joseph F. O'Callaghan* (Leiden, 1998), pp. 21–34.

Mell, Julie L., *The Myth of the Medieval Jewish Moneylender*, 2 vols. (London, 2017).

Menuge, Noël James, *Medieval English Wardship in Romance and Law* (Woodbridge, 2001).

Meyer, Hannah, 'Female moneylending and wet-nursing in Jewish-Christian relations in thirteenth-century England' (Cambridge, unpublished PhD diss., 2009).

Mundill, Robin R., 'The Jews in England, 1272–1290' (St. Andrews, unpublished PhD diss., 1987).

Idem., 'Rabbi Elias Menahem: a late-13th-century English entrepreneur', *JHS*, 34 (1994–6) pp. 161–87.

Idem., *England's Jewish Solution: Experiment and Exodus, 1262–1290* (Cambridge, 1998).

Idem., 'Clandestine Crypto-Camouflaged Usurer or Legal Merchant? Edwardian Jewry, 1275–90', *Jewish Culture and History*, 3 (2000), pp. 73–97.

Idem., 'Christian and Jewish lending patterns and financial dealings during the twelfth and thirteenth centuries' in P. R. Schofield and N. J. Mayhew (eds.), *Credit and Debt in Medieval England c.1180–c.1350* (Oxford, 2002), pp. 42–67.

Idem., 'Edward I and the Final Phase of Anglo-Jewry' in Skinner (ed.), *The Jews in Medieval Britain*, pp. 55–70.

Idem., *The King's Jews: Money, Massacre and Exodus in Medieval England* (London, 2010).

Idem., 'The "Archa" System and its Legacy after 1194' in Rees Jones and Watson (eds.), *Christians and Jews in Angevin England*, pp. 148–62.

New, Elizabeth A., *Seals and Sealing Practices* (London, 2010).

Nightingale, Pamela, *Enterprise, Money and credit in England Before the Black Death, 1285–1349* (London, 2018).

Oakes, Fergus Peter Wilfred, 'The Nature of War and its Impact on Society during the Barons' War, 1264–7' (Glasgow, unpublished PhD diss., 2015).

Olszowy-Schlanger, Judith, 'The Money Language: Latin and Hebrew in Jewish Legal Contracts from Medieval England' in Resianne Fontaine et. al. (eds.), *Studies in the History and Culture of Science* (Leiden, 2011), pp. 233–50.

Idem., *Hebrew and Hebrew-Latin Documents from Medieval England: a Diplomatic and Palaeographical Study*, 2 vols. (Turnhout, 2015).

Palliser, D. M., *Medieval York: 600–1540* (Oxford, 2014).

Poleg, Eyal, 'Review Article: Jews and the Documentary Culture of Medieval England', *The Library*, 20 (2019), pp. 545–555.

Pollard, Graham, 'The Medieval Town Clerks of Oxford', *Oxoniensia*, 43 (1966), pp. 43–76.

Pormann, Peter E., 'Two New Starrs Relating to the History of Merton College, Oxford', *Journal of Jewish Studies*, 55 (2004), pp. 102–17.

Postan, M. M., 'Private Financial Instruments in Medieval England', *Vierteljahrschrift für Sozial- und Wirtschaftsgeschichte*, 23 (1930), pp. 26–75.

Power, Daniel, 'Aristocratic *Acta* in Normandy and England, c.1150–c.1250: The Charters and Letters of the du Hommet Constables of Normandy', *Anglo-Norman Studies*, xxxv (2012), pp. 259–86.

Idem., 'The transformation of Norman charters in the twelfth century' in David Bates et. al. (eds.), *People, Texts and Artefacts: Cultural Transmission in the Medieval Norman Worlds* (London, 2017), pp. 193–212.

Pugh, Ralph B., 'Some Mediaeval Moneylenders', *Speculum*, 43 (1968), pp. 274–89.

Rees Jones, Sarah, and Watson, Sethina, *Christians and Jews in Angevin England: The York Massacre of 1190, Narratives and Contexts* (Woodbridge, 2013).

Resnick, Irven M., 'Race, Anti-Jewish Polemic, Arnulf of Seéz, and the Contested Papal Election of Anaclet II (A.D. 1130)' in Kristine T. Utterback and Merrall Llewelyn Price (eds.), *Jews in Medieval Christendom: 'Slay Them Not'* (Leiden, 2013), pp. 45–70.

Richardson, H. G., *English Jewry Under Angevin Kings* (London, 1960).

Richmond, Colin, 'Englishness and Medieval Anglo-Jewry' in Tony Kushner (ed.), *The Jewish Heritage in British History* (London, 1992), pp. 42–59.

Roche, Thomas, 'Making agreements, with or without Jews, in Medieval England and Normandy' in Rees Jones and Watson (eds.), *Christians and Jews in Angevin England*, pp. 163–73.

Rokeah, Zefira Entin, 'Money and the hangman in late-13th-century England: Jews, Christians and coinage offences alleged and real (Part I)', *Jewish Historical Studies*, 31 (1988–90), pp. 83–109.

Idem., 'Money and the hangman in late-13th-century England: Jews, Christians and coinage offences alleged and real (Part II)', *JHS*, 32 (1990–92), pp. 159–218.

Roover, Raymond de, 'The Scholastics, Usury, and Foreign Exchange', *The Business History Review*, 41 (1967), pp. 257–71.

Roth, Cecil, 'Elijah of London: The Most Illustrious English Jew of the Middle Ages', *Transactions of the Jewish Historical Society of England*, 15 (1939–45), pp. 29–62.

Roth, Pinchas, 'Jewish Courts in Medieval England', *Jewish History*, 31 (2017), pp. 67–82.

Rutledge, Elizabeth, 'Lawyers and Administrators: The Clerks of Late-Thirteenth-Century Norwich' in Christopher Harper-Bill (ed.), *Medieval East Anglia* (Woodbridge, 2005), pp. 83–98.

Rubin, Miri, *Cities of Strangers: Making Lives in Medieval Europe* (Cambridge, 2020).

Sabapathy, John, *Officers and Accountability in Medieval England 1170–1300* (Oxford, 2014).

Sayers, Jane E., 'The land of chirograph, writ and seal: the absence of graphic symbols in English documents' in Peter Ruck (ed.), *Graphische Symbole in mittelalterlichen Urkunden: Beitrage zur diplmatischen Semiotik* (Sigmaringen, 1996), pp. 533–49.

Schofield, Phillip R. (ed.), *Seals and their Context in the Middle Ages* (Oxford, 2015).

Schofield, Phillip R., et. al. (eds.), *Seals and Society: Medieval Wales, the Welsh Marches and the English Border Region* (Cardiff, 2016).

Sharpe, Richard, 'Address and Delivery in Anglo-Norman Charters' in Flanagan and Green (eds.), *Charters and Charter Scholarship*, pp. 32–52.

Skinner, Patricia (ed.), *Jews in Medieval Britain: Historical, Literary, and Archaeological Perspectives* (Woodbridge, 2003).

Slavin, Philip, 'Hebrew gone Latin: Reflections of Latin Diplomatic Formulas and Terminology in Hebrew Private Deeds from Thirteenth-Century England', *Journal of Medieval Latin*, 18 (2008), pp. 306–25.

Smail, Daniel Lord, *Imaginary Cartographies: Possession and Identity in Late Medieval Marseille* (Ithaca, 1999).

Idem., *Consumption of Justice: Emotions, Publicity, and the Legal Culture in Marseilles, 1264–1423* (New York, 2003).

Smith, Thomas W., 'Review Article: English Episcopal *Acta* and Thirteenth-Century Petitions to the Pope', *Archives*, 40 (2014), pp. 16–22.

Stacey, Robert, 'Royal Taxation and the Social Structure of Medieval Anglo-Jewry: The Tallages of 1239–42', *Hebrew Union College Annual*, 56 (1985), pp. 175–249.

Idem., 'Recent Work on Medieval English Jewish History', *Jewish History*, 2 (1987), pp. 61–72.

Idem., '1240–60: a Watershed in Anglo-Jewish Relations', *Historical Research*, 61 (1988), pp. 135–50.

Idem., 'Jewish lending and the medieval English economy' in Richard H. Britnell and Bruce M. S. Campbell (eds.), *A Commercialising Economy: England 1086 to c. 1300* (Manchester, 1995), pp. 78–101.

Idem., 'Parliamentary Negotiation and the Expulsion of the Jews from England', *Thirteenth Century England*, 6 (1997), pp. 77–101.

Idem., 'The English Jews under Henry III' in Skinner (ed.), *The Jews in Medieval Britain*, pp. 117–27.

Idem., 'Lincoln, Aaron of', *ODNB* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/37090 accessed on 30 March 2020.

Idem., 'Stratton, Adam de', *ODNB* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/26652 accessed on 7 April 2020.

Idem., 'York, Aaron of', *ODNB* (Oxford, 2004), available online at https://doi.org/10.1093/ref:odnb/38612 accessed on 16 March 2020.

Idem., 'The Massacres of 1189–90 and the Origins of the Jewish Exchequer, 1186–1226' in Rees Jones and Watson, *Christians and Jews in Angevin England*, pp. 106–24.

Steiner, Emily, *Documentary Culture and the Making of Medieval English Literature* (Cambridge, 2003).

Stephenson, David, 'The Jewish presence in, and absence from, Wales in the twelfth and thirteenth centuries', *Jewish Historical Studies*, 43 (2011), pp. 7–20.

Stokes, H. P., *Studies in Anglo-Jewish History* (Edinburgh, 1913).

Stokes, Peter A., 'Scribal Attribution across Multiple Scripts: A Digitally Aided Approach', *Speculum*, 92 (2017), pp. 65–85.

Thacker, A. T. (ed.), *The Earldom of Chester and its Charters: A Tribute to Geoffrey Barraclough* (Chester, 1991).

Tolan, John, 'The Imposition of a Badge on European Jews: Henry III of England's 1218 Mandate', in Douglas Platt et. al. (eds.), *The Character of Christian-Muslim Encounter: Essays in Honour of David Thomas* (Leiden, 2015), pp. 145–66.

Tout, T. F., *Chapters in the Administrative History of Mediaeval England: The Wardrobe, the Chamber and the Small Seals*, 6 vols. (Manchester, 1920–33).

Tosh, John, *The Pursuit of History* (London, 2010).

Trivalleto, Francesca, *The Promise and Peril of Credit: What a Forgotten Legend about Jews and Finance Tells Us about the Making of European Commercial Society* (Princeton, 2019).

Urry, William, *The Chief Citizens of Canterbury* (Canterbury, 1978).

Vincent, Nicholas, Vincent, 'The Charters of King Henry II: The Introduction of the Royal *Inspeximus* Revisited' in Michael Gervers (ed.), *Dating Undated Medieval Charters* (Woodbridge, 2000), pp. 97–120.

Idem., 'Enrolment in Medieval English Government: Sickness or Cure?' in Stefan G. Holz et. al. (eds.), *The Roll in England and France in the Late Middle Ages: Form and Content* (Berlin, 2019), pp. 103–46.

Waugh, Scott L., 'Reluctant Knights and Jurors: Respites, Exemptions, and Public Obligations in the Reign of Henry III', *Speculum*, 58 (1983), pp. 937–986.

Webber, Teresa, 'The Scribes and Handwriting of the Original Charters', in Thacker (ed.), *The Earldom of Chester and its Charters*, pp. 137–51.

Whatley, Laura (ed.), *A Companion to Seals in the Middle Ages* (Leiden, 2019).

Wiedl, Birgit, 'Anti-Jewish Polemics in Business Documents from Late Medieval Austria', *Medieval Worlds*, 7 (2018), pp. 61–79.

Wilkinson, Louise J., *Women in Thirteenth-Century Lincolnshire* (London, 2007).

Idem., *Eleanor de Montfort: A Rebel Countess in Medieval England* (London, 2012).

Williams, David H., *Catalogue of Seals in the National Museum of Wales: Vol. 1. Seal Dies, Welsh Seals, Papal Bullae* (Cardiff, 1993).

Winer, Rebecca, 'Jews in and out of Latin Notarial Culture: Analyzing Hebrew Notations on Latin Contracts in Thirteenth-Century Perpignan and Barcelona' in Baumgarten et. al. (eds.), *Entangled Histories*, pp. 113–33.

Wood, Diana, *Medieval Economic Thought* (Cambridge, 2002).

Ziegler, Joseph, 'Reflections on the Jewish Oath in the Middle Ages' in Diana Wood (ed.), *Christianity and Judaism* (Oxford, 1992), pp. 209–20.

Digital Resources

Anglo-American Legal Tradition, available online at http://aalt.law.uh.edu/ accessed on 11 Dec. 2020.

Deeds, available online at https://deeds.library.utoronto.ca/content/about-deeds accessed on 14 Dec. 2017.

Digisig: Digital Sigillography Resource, available online at http://www.digisig.org/ accessed on 29 March 2020.

Discovery, available online at https://discovery.nationalarchives.gov.uk/ accessed on 29 March 2020.

Gazetteer of Markets and Fairs in England and Wales to 1516: Places, available online at https://archives.history.ac.uk/gazetteer/gazweb2.html accessed on 28 October 2020.

Henry III Fine Rolls Project, available online at https://finerollshenry3.org.uk/content/search/do_text_search accessed on 17 Feb. 18.

Models of Authority: Scottish Charters and the Emergence of Government 1100–1250, http://www.modelsofauthority.ac.uk, accessed on 31 Oct. 2017.

People of Medieval Scotland 1093–1371, https://www.poms.ac.uk/record/source/4207/, accessed on 26 Sep. 19.

The Magna Carta Project, available online at https://magnacarta.cmp.uea.ac.uk/read/mosaics/intro accessed on 1 April 2020.

Relmin, available online at http://www.cn-telma.fr//relmin/extrait30315/ accessed on 9 April 2020.