

## Oxford Starrs

By CECIL ROTH

**S**TARR or, in Latin, *Starrum* was the term applied in England in the Middle Ages to any business document in Hebrew, called in Rabbinic phraseology, and for that reason usually styled by the contemporary Jews, *shetar*. Very many of these are extant. An important and then ostensibly complete collection was published in 1888 by M. D. Davis, with the subsidiary title *Hebrew Deeds of English Jews before 1290*. A few fresh texts were included in *Starrs and Jewish Charters preserved in the British Museum*, ed. I. Abrahams, H. P. Stokes, and H. Loewe (3 vols., 1930-2). Others have been published from time to time by M. Adler and other scholars in the *Transactions of the Jewish Historical Society of England* and elsewhere. Further hitherto unknown specimens come to light periodically, and the present writer has assembled sufficient for a fairly substantial independent publication which he hopes will be published before long.

Some of these have to do with Oxford. In Davis's original publication there were only two Oxford deeds. One of these (n. 204) was the well-known endorsement by the vendor at the foot of the charter of 1267 whereby Walter de Merton acquired the property which served as the nucleus of his college:<sup>1</sup> the other (n. 205) was a list of signatures of Jews who participated in an enquiry concerning the property of an Oxford Jew in 1275 (*recte* 1277).<sup>2</sup> A. Neubauer subsequently published in his *Notes on the Jews of Oxford*,<sup>3</sup> (and elsewhere) a

<sup>1</sup> For the sake of completeness, I append the revised translation as given in my *Jews of Medieval Oxford* (O.H.S., 1951), p. 143n:

I, Jacob, son of the Rabbi Moses of Londres admit all that is written above in the Latin language, without deletion or correction. I have admitted for myself and for my heirs that it shall be valid and established. Also for my wife I have admitted that it shall be valid and established. And what I have admitted I have written and sealed for myself and for my wife Hannah.

*Jacob, son of Rabbi Moses of Londres.*

For Jacob of Oxford, see *Jews of Medieval Oxford*, esp. pp. 145-7. He was brother of the eminent scholar Rabbi Elijah of London—probably a native of Oxford, and in that case perhaps the earliest-known Oxford-born author—a volume of whose Hebrew writings has recently been published (Jerusalem, 1956).

<sup>2</sup> The Latin text is in Snappe's *Formulary*, ed. Salter (O.H.S., 1924), p. 286; for the names, see *Jews of Medieval Oxford*, p. 171. Davis published also (n. 190) a Starr of Moses of Oxford (undated), of no local interest.

<sup>3</sup> O.H.S., *Collectanea*, ii (1890), 297.

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lengthy Hebrew quit-claim of 1243 from the muniments of Magdalen College. It reads in translation as follows :

We the undersigned wholly acknowledge that we have freed and pardoned the Hospital that is outside the East Gate and the Brethren of the said place and their assigns the land of Thornborough with the property that belonged to William de Morton, so that neither we nor our heirs nor any other person on our behalf shall be able to demand or to stir anything on the land or the property aforesaid on account of any debt which William de Morton owed our father Copin de Oxenfurt or to us, from the beginning of the world to the end.

*Benjamin son of the scholar (?) WITNESS*

*Joseph of Oxenfurt*

*Vives son of Copin.*

There is I think no need to devote any further space to the significance of this document, as I have spoken of it (as of the others mentioned above) at more than adequate length in my *Jews in Medieval Oxford*. The same applies to a few unimportant endorsements on certain Oxford deeds, etc., hardly sufficient to convert the documents into the category of Starrs.<sup>4</sup> More significant is a Starr preserved at Christ Church, and published by Salter,<sup>5</sup> by which Abraham Crespin, a well-known London financier, renounced his title to a tenement belonging to William de la Barre in the parish of St. Budoc. This is of interest as being the only extant deed entirely in Hebrew relating to Oxford. It is endorsed (upside down !) in Latin : 'Star Judeorum de quadam terra in parochia sancti Budoc'. The Hebrew is to the following effect :

I the undersigned wholly acknowledge that William La Bara and his heirs are quit of me and my heirs from all claims and disturbances from the day when the world was created to mid-Lent in the thirty-fifth year of the reign of our Lord the King Henry son of the King John. And whoever may come &c. and make a claim, it is my duty to repel him. What I have acknowledged I have signed.

*Abraham Crespin.*

We now turn to an interesting group of deeds, some hitherto unknown, relating to the property acquired over a long period of years by Walter de Merton. It was a not uncommon practice at this period for affluent Gentiles to purchase from Jewish creditors, sometimes at bargain rates, debts which the latter had difficulty in exacting ; thus the pious Christian who now stepped in was frequently able to enter into ownership of the property which had served as security, and had a good part of the profit of usury with only a small share of the opprobrium. Alternatively, he might (a distinction without substantial

<sup>4</sup> *Jews of Medieval Oxford*, pp. 8, 106.

<sup>5</sup> *Oxford Charters* (1929), n. 97 [with facsimile] and in the *Oseney Cartulary* (O.H.S., 1929), ii, 113-14.

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difference) purchase the property from the hard-pressed debtor, buy off the creditor—not necessarily at full rate—and remain thereafter in full and undisturbed possession. Outstanding in this respect in the mid-thirteenth century was the notorious Adam Stratton, who in effect became—with impunity—one of the greatest usurers in the country. It seems as though Walter de Merton, obviously a shrewd business-man, systematically followed the same policy from a fairly early period in his career. It was thus that he acquired some of the manors which he subsequently used to endow his new College, and which it still owns in most cases.

He began to consolidate his resources in this fashion certainly as early as 1244, upwards of twenty years before he became seriously interested in the new Foundation; he continued for more than a quarter of a century. At the later stage, he seems to have turned his attention to the debts of the so-called Disinherited (the remnant of the Baronial party who held out after the battle of Evesham), whose financial difficulties and insecure position gave him special opportunities.

In 1890 Neubauer published in the *Jewish Quarterly Review* a couple of Starrs from the Merton muniments which because of the place of publication have barely entered into the cognisance of Oxford historians. The first of these in date is an acknowledgment of 1244 by Aaron fil'Abraham of London<sup>6</sup> of the receipt from Walter de Merton of £50, in part settlement of a debt of £58 owing to him by William de Watville, and secured on the latter's lands. The remaining £8 were to be repaid within four years; in the event of the terms not being kept, the unpaid sum was to be recoverable with interest, but the annual payments were to be interest-free up to a period of three months. This document is of independent interest because it is now accompanied by a Latin translation made in 1574 by Thomas Bodley, who, besides founding what has come to be one of the greatest Hebrew libraries in the world, was himself a Hebrew scholar of some attainments. This document<sup>7</sup> is to the following effect:

I the undersigned wholly acknowledge that I have received from William de Watville through Master Gauthier de Merton £50 to wit, out of the debt of £58 which the said William owed me through a chirograph for £58 made in the name of the said William and in my name, whereof the part that has the seal appended is in the chirograph chest in London; to wit, the time of payment

<sup>6</sup> Aaron f. Abraham of London was among the best-known and most active financiers of the middle of the 13th century. In 1249, he and the Archpresbyter Elias le Eveske, were given equal rights at the Exchequer of the Jews, both having the status of Justices of the Jews. For some of his transactions and activities, see *Starrs and Jewish Charters*, ed. Abrahams, Stokes and Loewe, Index.

<sup>7</sup> *Jewish Quarterly Review*, O.S., ii (1889-90), pp. 527-8, with elucidation and English version by D. Kaufmann, in a following issue, *ibid.*, iii, 157-8.

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being five years at the following terms :—that is to say, £6 at Easter in the twenty-ninth year of the reign of our lord the King Henry son of King John; at Michaelmas next ensuing £6; and similarly for three ensuing years, £12 each year at the said terms, and in the fifth year £10 at the said terms. As regards the remaining £8 I have agreed that the said William and his heirs pay them to me and my heirs within four years, 40 shillings each Michaelmas, the first term beginning at Michaelmas in the thirtieth year of the said reign. Be it known moreover that because of these £8 the said deed for £58 is left in my possession. Thus whenever the said William or his heirs makes for me or my heirs a deed for £8, to be paid within four years as aforesaid, or for whatever arrears shall be left of the said £8, then it is incumbent upon me and my heirs to deliver to the said William or his heirs or their assigns the said chirograph for £58, acquitted and absolved. If it shall happen that he does not fulfill my desire in respect of the said £8 at the said terms as is specified above, then I and my heirs are empowered to compel the said William and his heirs by the aforesaid chirograph for £58 for every term that has passed for the aforesaid £8 and the interest that has accumulated through the delay of term provided that a quarter of a year after the delay of the term shall not accumulate interest on the 40 shillings aforesaid. It is to be known moreover that neither the aforesaid Gauthier nor any of his ancestors have ever owed me anything, and that neither I nor my heirs will be able to ask or to demand from the aforesaid Gauthier nor from his heirs in respect of anything, from the creation of the world down to Michaelmas in the thirtieth year of the said reign. And what I have acknowledged I have signed.

*Aaron son of Abraham*

A document that has recently come to light illustrates in a curious fashion something of the remoter background of this transaction. Information having been brought to the foresters and verderers in Essex that a buck had been taken on 22 February 1246 in the Bishop of London's meadow at Braintree, where a pool of blood was found, they summoned men from four neighbouring villages to assist in the enquiry. The men of Black Notley testified that when William de Watville was lying sick in London, the Jew, Samuel, asked his permission to take a doe from his park at Hempstead. This being granted, the Jew went there and hunted unsuccessfully for three days. One of Watville's tenants, Robert de Crewes, then invited him to try his luck at Panfield, where he and the huntsmen accompanying him were entertained by Hamo son of Richard. The party ultimately started a buck, which leapt the fence into a meadow belonging to the Bishop. Here Swan, the huntsman, together with Samuel's groom and a companion, caught it and, slinging it over a pole, carried it to the highway. Catching up with them, Samuel called out to know whether the animal was still alive. When told that it was, he said: 'Wait, keep it that I may kill it' (obviously in accordance with the Jewish regulations of ritual slaughter), which he did. The bloody pole was kept as evidence to be laid

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before the Forest Justices at their next session, but we do not know the outcome.<sup>8</sup> The picture we are given, of a Jew indulging in the pleasures of the chase in cordial relations with Gentiles, is unusual. But the matter appears somewhat differently in the light of the Merton Starr. William de Watville's relations with the Jews were not merely social; he had financial transactions with them too. None is recorded indeed with anyone named Samuel, who might have been either a capitalist or else a go-between whose services had been found useful. On the other hand, it is perhaps noteworthy that, even after he had found it necessary to accept the help of Walter de Merton, no doubt on onerous terms, Watville was still sufficiently well-disposed to the Jews to allow Samuel to hunt on his land.

A word may be added about the phraseology of the Starr itself. It is drawn up in accordance with the forms developed by generations of Jewish scholars in conformity with Talmudic law. The language is involved, and at first sight some of the clauses may seem to the modern reader ridiculous. But on close inspection it will be seen that every phrase has its significance, every reservation or qualification is potentially important, and not a word nor a repetition is superfluous. The Jewish are not identical with the English legal forms of the period (though sometimes a reciprocal influence may be discerned), but they are no less logical, sensible and acute.

Another of the documents published by Neubauer<sup>9</sup> is a good deal shorter and more simple. Appended to a grant of c. 1260 by Stephen Chenduit to Walter de Merton of the manors of Cheddington (Bucks.) and Ibstone (Oxon.) is the following:

We the undersigned acknowledge that we have freed and pardoned Sir Gauthier de Merton and his heirs and assigns all right and claim and pretext and ownership and authority that I (*sic*) have or can have on the manor of Ibstone in the county of Oxford and Buckingham and the *appurtenances* and on the manor of Chetidone (*sic*) in the county of Buckingham with all the *appurtenances*, on account of any debt that Sir Stephen de Chenduit Knight owed us through any deed or part of a deed or through any other pretext from the beginning of the world to its end; on account whereof the aforementioned Sir Gauthier has freed the said manors from us and our heirs from all debts and taxes which the aforesaid Stephen owed us for the said manors from the beginning of the world to its end. This we have signed.

Hayim de Nicole  
Manser son of Aaron

The persons involved in this transaction are all well known. Stephen Chenduit was a considerable landowner in Northamptonshire, Buckinghamshire, and Oxfordshire. His financial transactions with the Jews, which seem

<sup>8</sup> Transcript in *Transactions of the Essex Archaeological Society*, N.S., xxiii, 357-8.

<sup>9</sup> *Loc. cit.*, pp. 528-9.



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to have been consistently maintained on a friendly basis, extended over some twenty years, from about 1255 to 1275 or later. He had dealings especially over a long period of years with members of the family of the Oxford-born, scholar-financier Magister Moses of London, which included Magister Elijah of London, the most distinguished English Jew of the Middle Ages, and his brother, Jacob, the original owner of the site of Merton College. Another member of this prolific and ubiquitous family was Hayim (Hagin) de Nicole, a very active Jewish financier, several of whose Starrs are extant. He is in all probability to be identified with Hagin, son of Magister Moses of London, Archpresbyter of English Jewry 1258-80, who, born most probably in Oxford like other members of his family, settled in Lincoln about the middle of the thirteenth century. In 1275 he was licensed to sell to Chenduit various properties in Lincoln and York, the former being subsequently transferred in 1276 to Queen Eleanor, who however granted them back ten years later.<sup>10</sup> In 1276, Stephen sold (back ?) to Cresse fil'Elias, Hagin's nephew, a house in Milk Street, London, for 220 marks.<sup>11</sup> The name Manser was used in medieval England, so it seems, as the equivalent of the Hebrew Menahem. Very large numbers of entries in the Plea Rolls of the Exchequer of the Jews illustrate the activities of Manser fil'Aaron, Hagin's partner in this transaction, including a long list of credits which were granted to him by the King in compensation for a debt of £600 which the latter had transferred to his consort.<sup>12</sup> The manors of Ibstone and Cheddington were in due course included by Walter de Merton in the endowments of his College, to which the former still belongs, the living (with that of Fingesk) being one of those in the gift of the College. But the Oxford connexions of this manor go back for nearly a hundred years before this period, the oldest document in the possession of Merton College being one of the early twelfth century whereby Henry de Oilli granted Ibstone to Henry of Oxford.<sup>13</sup> Cheddington, on the other hand, acquired from a Jewish financier of the old type in the thirteenth century, was disposed of in the middle of the nineteenth to one of the new type, Baron Meyer de Rothschild, subsequently passing into the possession of his son-in-law, Lord Rosebery. The College muniments formerly contained a companion-piece to this record, now missing. It is described as a Starr of Mansellus f. Aaron Ysaac of Lincoln (i.e. Manser

<sup>10</sup> See *Close Rolls*, 1254-6, p. 171; *Cal. Patent Rolls*, 1272-81, p. 88; *Cal. Close Rolls*, 1272-9, p. 470; *Exchequer of the Jews*, ed. Rigg, etc. (1905-29), i, 155-6, 214, 275; iii, 145, 198, 206.

For another transaction in which Hagin de Nicole and Stephen Chenduit were indirectly associated with one another, see *ibid.*, iii, 145-6. Another Hebrew Starr relating to a transaction of Chenduit and Hagin de Nicole is in Davis, n. 168 (from Selden's *Titles of Honour*, p. 644, via Tovey, *Anglia Judaica* (1738), p. 32-3). A detailed study of Chenduit's transactions with the Jews would I fancy produce curious results; there seems to have been an element of collusion in some of them.

<sup>11</sup> *Exchequer of the Jews*, iii, 206.

<sup>12</sup> *Ibid.*, iii, 64-5.

<sup>13</sup> Merton Muniments, n. 1a.

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fil' Aaron and Isaac of Lincoln) to Walter de Merton, whereby he agreed to discharge all debts on the manor of Cuxenham [Cuxham, Oxon., still owned by the College] against all Jews by reason of any debt of Stephen Chenduit or his ancestors. This document, we are informed, was enrolled before Robert de Fulcham and his fellow Justices of the Jews on 22 February 1267/8.<sup>14</sup>

A further document published by Neubauer (which is also now accompanied by a translation made by Bodley) introduces us to the fully-fledged college founded by Walter de Merton. The date is 1272, and there are—exceptionally—two virtually identical copies of the Hebrew text. These are annexed to one of the copies of the Latin grant<sup>15</sup> by Robert de Percy,<sup>16</sup> son and heir of Peter de Percy, at the instance of Dom. Walter de Merton, to the House and scholars of Merton of all his land and tenement in Barkeby and in Leicester. (The duplicate of this document, No. 1147, does not have the Starrs annexed.) The Hebrew text<sup>17</sup> is to the following effect :—

I the undersigned wholly acknowledge that I have freed and forgiven the warden of the house of *escholars* of Merton and the *escholars* of the said place and their *successors* all right and claim and pretext and authority and ownership that I have or can have over all the land and *tenement* and *appurtenances* and *homage* and other *appurtenances* in any place where they touch the said *tenement*, to wit, in the town of Barkeby and Leicester and other places which the said Warden and *escholars* hold from the charter and grant of Sir Robert de Percy at the desire of Sir Gauthier de Merton who was formerly Chancellor of our Lord the King. In such manner that neither I nor my heirs nor anyone who comes on my behalf shall be able to claim or to arouse any claim for debt on the said land and *tenement* and *homage* and *appurtenance* on account of any debt which the said Sir Robert or his ancestors or his heirs have become indebted to me or to my ancestors or to my heirs through a deed or a part of a deed or through any other power in any *chirograph* chest in the Land of the Isle [England] or outside it from the creation of the world to its end. And if any Jew or Jewess in the world or any person on account of a debt in the name of a Jew or on the pretext of any debt owed to a Jew should come and demand any debt from the Warden and *escholars* aforesaid or their *successors* on the pretext of the said land and *tenement* and *homage* and *appurtenance*, for any debt that the said Sir Robert or his ancestors or heirs became indebted to me or to my ancestors or to my heirs or to any other Jew or Jewess in the world by a deed or portion of a deed or by any other power in the Chest of our Lord the King or outside it, I have obliged

<sup>14</sup> See Merton College, *Calendar of Records* (typescript in Bodleian Library, MS. Top. Oxon. d. 461) f. 192, from the Liber Ruber, f. 15. (I suspect that the name Isaac of Lincoln may be a slip.) Cf. also *ibid.*, f. 194, the final concord between the College and Stephen Chenduit for the manors of Cuxham, Cheddington and Iddeston.

<sup>15</sup> Merton Records, n. 1146.

<sup>16</sup> Not of course 'Farci', as Neubauer transliterated the Hebrew.

<sup>17</sup> The words in italics in this as in the following documents figure in the original in this (French) form, transliterated into Hebrew characters: a phenomenon not unusual, though seldom to the same extent as here.

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myself and my heirs to save and protect and free the aforesaid Warden and *escholars* and their *successors* against them all from all those debts and claims for ever. Likewise I have obliged myself and my heirs to make help and protection and acquittance from all debts that any other Aramean [i.e. Christian] has become indebted on the said land and *tenement* and *appurtenances*, against all Jews and Jewesses in the world, from the beginning of the world to its end, and against all the Aramaeans who can demand on account of a debt in the name of any Jew or on the pretext of the debt of a Jew. *Acta* on the day of *S. Pierre in Cathedra*<sup>18</sup> in the 56th year of the reign of Our Lord the King Henry son of the king John. And what I have acknowledged I have signed.

*Hayim son of Deulecresse.*<sup>19</sup>

On the dorse of one of the copies of the Hebrew Starr, folded over so that it can be seen at the foot, is the following Latin endorsement :

Starrū Cok<sup>20</sup> judei London de terra de Barkeby irrotulatum in scaccario  
Judaeorum post natale anno regis henrici filii regis Johannis quinquagesimo  
sexto.

This note is of some incidental importance for the light it throws on the mechanism of the Exchequer of the Jews. Unfortunately, the Rolls for this period are not extant : it is therefore impossible to see whether the transaction is reflected in them as well. But the person in question is very familiar to us from the contemporary records. Hayim or Cok [Isaac] Hagin fil' Deulecresse was among the most prominent English Jews of his day, and was to be the last Archpresbyter, being appointed in 1281 and continuing to serve until the expulsion of the Jews from the realm in 1290. He, too, belonged to the family of Magister Moses of London, his father Deulecresse being the brother of the Hagin fil' Moses of Lincoln just mentioned, who was his predecessor in office. Shortly before this date, Cok Hagin had been formally enfeoffed by one of his debtors with the manor of Childewick, notwithstanding the efforts of the Abbey of St. Alban's to obtain possession. He was ousted, and in consequence of the scandal caused by the episode a statute was enacted forbidding any Jew to have henceforth any holding in any manor or lands on whatever title ; what they already held had to be vacated forthwith, on payment of the capital of the loans for which they served as security (25 July 1271). It may be understood that Cok Hagin in particular was compelled to obey this new regulation forthwith. Walter de Merton was not slow to take advantage of the fact, paying off a debt contracted by Robert de Percy on the security

<sup>18</sup> i.e. St. Petrus in Cathedra in Antiochia (22 February).

<sup>19</sup> *Jewish Quarterly Review*, O.S., ii, 529-30. A facsimile (shewing Bodley's Latin version) is published in *Pietas Oxoniensis* (1902), facing p. 2.

<sup>20</sup> Obviously not *Ock*, as Neubauer read it.



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of his manor at Barkeby,<sup>21</sup> Leicestershire. Walter thus acquired the property for his newly-founded House of Scholars. The immediate sequel may be read in a document of 16 October 1271 in the Merton archives—a letter from Robert de Percy to Hugh Gobynn authorising him to put the scholars of the House of Merton in possession of the land and tenement of Barkeby and Leicester granted to them by him.<sup>22</sup>

This transaction did not however clear Percy from his involvement with Hagin. Two years later, in 1273, we are informed, the latter was bound to Queen Eleanor in £100 and more in respect of her Gold upon account of a debt owing by his client Geoffrey de Childewyk (the original owner presumably of the debated manor that has just been mentioned). The London chirographers were accordingly instructed by the Justices of the Jews to deliver to her representative in lieu of this a charter for £100 under the names of Hagin and Robert de Percy.<sup>23</sup> This was duly done, in the presence of the Justices, on the Wednesday after St. Valentine's day, the Jewish financier being left with the unpleasant duty of attempting to put pressure on the other, probably recalcitrant, debtor.

These are all the Starrs now preserved among the Merton archives. But formerly there were apparently many more, recorded in Latin translation in the 'Liber Ruber'—a terrier, in the form of an abstract of records in the College muniments, drawn up in the late thirteenth century.<sup>24</sup> Among these is a copy of the enrolment—presumably at the Exchequer of the Jews, as in the case that we have just been considering—of a Starr of acquittance dated 29 October 1270 from Cok son of Cresse, to Walter de Merton of his claim upon the manor of Kybeworth, by reason of any debts due to the said Cok from Saer de Harecourt, who agrees to hold him quit of claims from any other Jews.<sup>25</sup> The Jewish financier here in question, Cok son of Cresse, is identical with Cok Hagin son of Deulecresse, who figures as principal in the document published above. This was not as it seems his only transaction with Saer de Harecourt; nor did Walter de Merton's intervention on this occasion clear the latter finally from his financial embarrassments. Five years after the date of this document,

<sup>21</sup> The Hebrew transliteration, presumably reflecting the thirteenth-century pronunciation, omits the final vowel.

<sup>22</sup> Liber Ruber (for which see below), f. 32, n. 1149.

<sup>23</sup> *Exchequer of the Jews*, ii, 17. Geoffrey de Childewyk had been involved as long as thirty years before with Aaron fil' Abraham, for whom see above: *Close Rolls*, 1237-42, p. 520.

<sup>24</sup> My information derives mainly from the abstracts in the Merton College *Calendar of Records*; (some names in this need correction.)

<sup>25</sup> Cf. Liber Ruber, f. 30. The document begins: 'Istud irrotulatum 'Leyc' Cok fil' Cresse rec.' per starrum suum qd acquietavit per donum Walteri de Merto", etc., and ends: 'Istud irrotulatum inter Starr' de tō sci Mic' anno r.r. h. filii regis J. his liiii", etc.

I owe this information with much else embodied in the present article to the generous learning of Mr. Roger Highfield, Librarian of the College.

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a curious episode took place. Cok Hagin, one of the most prominent of English Jews though he was, had for some reason or the other become embroiled with his co-religionists, refused to submit his case to trial 'according to the Law and Custom of Jewry', and in consequence had automatically become excommunicate, his property hence escheating to the Crown, as was customary in such cases. King Edward, sedulous in matters which were to his material advantage, made over the escheated property to his consort, Queen Eleanor.<sup>26</sup> It included two bonds, for £200 and £100 respectively, under the names of Saer de Harecourt and Hagin, which were thereupon delivered to Walter of Kent, Keeper of the Queen's Gold.<sup>27</sup> Probably in due course Cok Hagin came to an arrangement with the Queen, for, after his reconciliation with his co-religionists, she supported his appointment to the office of Archpresbyter, in 1281.<sup>28</sup> Certainly, he was not driven out of business. Later in the year of his excommunication (1275) Saer made a fine with him for 100 marks to discharge various debts, the largest of which, for £40, was in the name of Aaron fil' Vives; the debtor's son, Nicholas, was also associated in the transaction.<sup>29</sup> Apparently, Saer disposed of his rights in the mortgaged property shortly afterwards—not this time to Walter de Merton but to John of Kent (possibly Walter of Kent's brother), who later on was to purchase property in the Oxford Jewry as well; for in 1277 we find that Saer de Harecourt put John 'de Cantuaria' in his place against 'Cokhag a Jew' in a plea of debt.<sup>30</sup>

Another Starr formerly in the possession of the College, but long since lost, was one of Cok Hagin and Moses, Jews, for the debts of John Haligod; this was enrolled before Sir Hamo de Hauteyn and Robert de Ludeham, at Westminster, on the Friday before Ash Wednesday, 1283.<sup>31</sup> This too apparently links up with a transaction familiar from other sources. For part of the security either for this loan, or for another between the same principals, was the property in St. John's Lane in Oxford later acquired by Walter de Merton from Jacob of Oxford for his college; part was the plot on the south side of the High Street, on either side of what is now Wheatsheaf Yard, which in 1261-2 was assigned by John Halegod to the brothers Jacob and Cresse, sons of Magister Moses of London, who in turn disposed of it later to Robert Swinbroke.<sup>32</sup> It seems however that this security covered only part of the credit and that the balance remained undischarged, being taken over on the death of the two

<sup>26</sup> *Select Pleas of the Exchequer of the Jews*, ed. Rigg (Selden Soc., 1901), pp. 87-8.

<sup>27</sup> *Exchequer of the Jews*, ii, 310.

<sup>28</sup> *Rymer's Foedera*, I, ii, 591 (1281).

<sup>29</sup> *Exchequer of the Jews*, iii, 45. There seems to be some confusion in the amounts specified.

<sup>30</sup> *Ibid.*, p. 241.

<sup>31</sup> *Liber Ruber*, f. 13 (*Calendar*, i, 22).

<sup>32</sup> *Jews of Medieval Oxford*, pp. 106, 138-40; *Cartulary of the Hospital of St. John the Baptist* (O.H.S., 1915), ii, 39-42. The 1261/2 document is endorsed in Hebrew: 'The Deeds regarding the House'.

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brothers by their sons, who now assigned it to Walter de Merton. Another missing Merton Starr of special local interest is one of Vives<sup>33</sup> fil' Bonefey [Vives le Petit] of Oxford, concerning a debt due to him from William Quatremeys, of Chalgrove<sup>34</sup>: it is to be presumed that this too had been acquired by the pious founder. The grant by Jacob [fil' Moses] of Oxford to Walter de Merton of a house in St. Aldate's, enrolled before the Justices of the Jews in Michaelmas Term 1271 (also now missing),<sup>35</sup> is not specifically stated to have been a 'Starr'.

The instances that will now engage our attention are a salutary exemplification of the fact, so often overlooked, that important medieval texts may sometimes be preserved in late and apparently trivial compilations. Thus, to cite another instance which bears less directly on the subject now in hand, copies of a few hitherto-unknown Starrs (not, however, of Oxford interest) are to be found in Selden's note-books in the Bodleian Library, though the originals no longer exist. In the instance which concerns us here, the person responsible for the preservation of the transcripts was not of the calibre of John Selden, though he had a considerable reputation in his day. John Pointer (1668-1754) was a member of Merton College who on obtaining his M.A. in 1694, at the age of twenty-six, was given the living of Slapton, which he continued to hold until his death sixty years later. He had some reputation as an antiquary, publishing among other works *A Chronological History of England* (1714) and *Oxoniensis Academia* (1749). In the Library of St. John the Baptist College, there are preserved a number of large volumes comprising his transcripts and specimens, including such collector's pieces as a snail's penis. In Volume IV, ff. 51-3, there are the two transcripts here published of Starrs<sup>36</sup> which the Rev. Mr. Pointer apparently borrowed from the Merton Muniments, copied as best he could, had translated into Latin by the Orientalist John Gagnier,<sup>37</sup> and presumably forgot to return to Merton. They are now lost. Thus these inaccurate (though adequate) transcripts and the accompanying Latin version are the only record of these two important documents of nearly five centuries earlier (1268). I hope to publish the Hebrew texts on some other occasion.

<sup>33</sup> Not 'Vines', as it is transcribed. For him see *Jews in Medieval Oxford*, pp. 44, 60, 79, 177.

<sup>34</sup> *Calendar*, f. 200, from Liber Ruber, f. 16d.

<sup>35</sup> *Calendar*, f. 12, from Liber Ruber, f. 13d.

Neubauer (*Jewish Quarterly Review*, o.s., ii, p. 528) published also the Hebrew text of an endorsement by the famous Aaron of York (Arch-presbyter, 1236-43: for his career, see M. Adler, *Jews of Medieval England* (1939), pp. 125-173) on a demise (preserved in duplicate) of c. 1247 by Ralph de Amundevill to Walter de Merton. It reads in translation: 'I Aaron of Everwyk agree that all that is written above [the duplicate adds: 'in Latin'] is true'.

The Merton muniments thus contain autographs of three out of the six medieval Anglo-Jewish Archpresbyters.

<sup>36</sup> These were brought to my notice by the Librarian, Mr. H. M. Colvin.

<sup>37</sup> (1670-1740) Professor of Arabic in Oxford from 1724.

## CECIL ROTH

Here I give only an English translation, so far as the blunders of the source permit it :

I the undersigned wholly acknowledge that I have sold and relinquished for me and for my heirs and for all who come on my behalf to Sir Gauthier de Merton late Chancellor of Our Lord the King and his heirs and his assigns all the right and claim and title that I had or can have over a debt of £43 which Guillaume de Leicester of Gamelgaye owed to Abram son of Vives late husband of my wife Antera, the time of payment whereof was at Noel in the forty-seventh year of our Lord the King Henry son of the King John : as likewise over a debt of 16 marks in the name of the said Guillaume de Leicester and the said Abram, the time of payment whereof was at Noel in the forty-sixth year of the said reign ; which two debts I received with my said wife Antera as dowry. All those debts, both principal and interest that had accumulated up to the time of the making of this Starr—all of it I have sold and alienated for myself and for my heirs and for my assigns to the said Gauthier and his heirs and assigns, by complete and perpetual sale, as though carried out before our Lord the King in London and drawn up with the sanction of the King (?) : in such manner that the authority of the said Sir Gauthier and his heirs and assigns shall henceforth be as my authority, and his doing shall be as my doing, as regards all the said debts—to annul and to pardon and to give and to sell and to order and to compel the debtor in his lands and property to pay (?) according to the law and usage of the Jews. Moreover I have sworn that no starr of receipt of payment has been made previously for all the aforementioned debts or for any of them ; and that henceforth I shall not be able to do anything (?) concerning the said debts—either all of them or any of them—excepting by the permission of the said Sir Gauthier and with his approval. I have moreover obliged myself for myself and for my wife Antera and for all the heirs of the said Abram formerly her husband and for all our heirs and assigns to vindicate and to protect and to annul all the aforesaid debts, both principal and interest that has accumulated to the day of the making of this Starr in favour of the said Sir Gauthier and his heirs and assigns against all the Jews of this land whether man or woman, and against any man. *Acta* on the Wednesday before Pentecost in the fifty-second year of the aforesaid reign. What I have acknowledged I have signed.

*Jose son of Bendit.*

*Bendit son of Jose, WITNESS.*

*Hayim de Nicole, WITNESS.<sup>38</sup>*

I the undersigned wholly acknowledge that I acquitted and pardoned Sir Gauthier de Merton late Chancellor of our Lord the King and his heirs and assigns all right and claim that I had or could have on the lands and *tenements* and *appurtenances* which the said Sir Gauthier now holds from Guillaume de Leicester in the town of Gamelgaye in such wise that neither I nor any of the heirs of Abram son of Vives the husband of my wife Antera nor any of our assigns . . . we cannot claim or make law for the said lands tenements and

<sup>38</sup> Musaeum Pointerianum, iv, ff. 51-2.

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appurtenances any debt-demand on account of any debt which the said Guillaume de Leicester and Gamelgaye owed the said Abram or my wife Antera or me or my heirs, from the creation of the world to its end. If there should be found any document or part thereof or any other claim in the name of the said Guillaume de Leicester and Gamelgaye and of the said Abram or of my wife Antera and in my name or in the name of any of our heirs, drawn up before the making of this Starr—in such case I have admitted that they are cancelled and are to be considered as nought : inasmuch as the said Sir Gauthier has done all I desired in respect of all the debts which the aforesaid Guillaume owed to the aforesaid Abram or to my wife Antera from the beginning of the world to its end. I have taken upon myself for myself and for my heirs to save and protect all the said lands, *tenements* and *appurtenances* which belonged to the said Guillaume, which the said Sir Gauthier now holds, against all the Jews in the world, men or women, so that no debts may be demanded from the said Guillaume through a document or part thereof or any other pretext, from the beginning of the world to its end. What I have acknowledged I have signed.

*Jose son of Bendit.*

*Bendit son of Jose, WITNESS.*

*Hayim de Nicole, WITNESS.<sup>39</sup>*

These documents link up with other contemporary records, which enable us to see most of the background and consequences of this transaction.

Abraham fil' Vives was a fairly active London financier of the mid-thirteenth century, who was at one time Chirographer of the *archa* for the registration of Jewish debts in London. He was still active in 1261, a Starr of his dated in that year being preserved;<sup>40</sup> there may possibly be some later record. He died however not long after this date, probably childless. His wife, as we know from the records,<sup>41</sup> was Antera—a not uncommon name among medieval English Jewesses. In these newly-found documents, the name ostensibly figures as Esther or the like. It is possible that this was the Hebrew equivalent of the secular form, but I suspect that the transcriber substituted a Biblical name with which he was familiar for the somewhat bizarre medieval original ; Gagnier too had some difficulty with it in making his Latin version. On her husband's death, she inherited from him (probably on account of her marriage-settlement) certain of his assets, which included credits due to him by reason of some of his business transactions. She in turn brought them as part

<sup>39</sup> *Ibid.*, iv, f. 53. Of the witnesses to these two Starrs, Hayim (Hagin) de Nicole is already familiar to us (see above). Bendit f. Josce may be the York Jew of that name whose transactions figure prominently in the records. The deed was presumably executed in London, perhaps during a session of the Exchequer of the Jews : that the witnesses came from different parts of the country was therefore natural.

<sup>40</sup> Published by M. D. Davis in *The Jewish Standard*, 27 July 1888, having been discovered after the appearance of his major collection. See for him also *Transactions of the Jewish Historical Society of England*, viii, 46 ; *Close Rolls, 1247-51*, pp. 175, 177 ; *Exchequer of the Jews*, *passim*.

<sup>41</sup> *Ibid.*, ii, 120, 183.



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of her dowry to her new husband, a York Jew named Josce fil' Benedict. It is with a transaction resulting from this that these new documents deal.

Among Abraham fil' Vives' clients was William of Leicester, at one time bailiff of Bedford, who had estates at Gamlingay and is frequently called now 'William of Leicester of Gamelingeye' in order to distinguish him from a homonym, William of Leicester of Teversham.<sup>42</sup> He contracted two debts with Abraham—one shortly before Christmas 1261 of 16 marks, and one a year later of £43—secured on his estates at Gamlingay. Later, he joined the dissident barons, and was among those 'disinherited'. On Abraham fil' Vives' death, this credit passed into the hands of his widow Antera, who in turn brought it in dower together with other assets to her second husband Josce fil' Benedict. The latter sold it in the spring of 1268 to Walter de Merton, and the newly discovered Hebrew documents deal with this transaction. Thus, Walter secured the manor of Gamlingay, still in the possession of the College, for which, according to the final concord dated 1st July 1268, he paid William of Leicester 300 marks.

But another factor now came into play, giving this transaction a considerable dramatic force. In 1262 the Lord Edward, the King's son, had been granted the Jewries of the kingdom—that is to say, the income deriving from the Jews—this being restored to him after the fall of De Montfort in 1265. On Abraham's death, he claimed therefore by way of relief on the dead usurer's property the very considerable sum of £80. Since this was not paid in cash, Edward secured instead various credits in his name to an equivalent amount, including the one we are now considering, which were still outstanding it seems as late as 1274. According to the Assize of Jewry, however, (that is, the traditional practice governing the Jewish position in the country) the widow's marriage settlement had precedence over all other payments, and I imagine that it was for this reason that Antera's new husband Josce fil' Benedict now asserted his rights by disposing of the credit to Walter de Merton. William de Leicester is therefore now summoned to the Cambridge court by Edward's attorney in order to obtain payment of the debt, and since he did not appear the Sheriff was ordered to distrain on his lands and chattels. It was reported, however, that 'he has nought by whereby he may be distrained, for that he is disinherited'.

William de Leicester thus disappearing from the scene, Edward fell back on the property on which the debt was secured, and laid claim to the manor of Gamlingay. But by this time Josce fil' Bendit had disposed of his rights on these estates (as mentioned above) by the Hebrew Starr before us to Walter

<sup>42</sup> H. P. Stokes, *Studies in Anglo-Jewish History* (1913), pp. 155-6; *Exchequer of the Jews*, i, 96, 108, 158, 176.

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de Merton, who completed his purchase that summer. Thus, both the Christian debtor and the Jewish creditors are as it were eliminated : the dispute now lies between the heir to the throne and his father's former Chancellor. Only, it being a case which revolved about a Jewish transaction, it continued to be heard in the Court of the Jewish Exchequer at Westminster, which alone had competence in such affairs.<sup>43</sup>

Ultimately, the dispute widened further. The £80 fine on the property formerly belonging to Abraham fil' Vives was still not paid, and the claim continued to be pressed against his heirs. By this time, the income of the Jewries of the country had passed to Richard, King of the Romans, who in his turn apparently demanded from Walter the entire amount due (not only his £43 and 16 marks). It seems that he was successful, for in 1272 Walter brought a suit against Josce fil' Benedict on a plea for £80 for the King of Germany, on account of Abraham fil' Vives. However, the case could not be pressed as Josce was now not in York but in London.<sup>44</sup> The affair seems to have dragged on. Obviously connected with it in some way or the other is a case brought against Henry of Watledon (Cambridge) in 1274 by Josce fil' Benedict and Antera his wife, widow of Abraham fil' Vives.<sup>45</sup> The claims on Abraham's estate had even now not been settled up ; in the same year, we find a list of chattels confiscated by the Crown in lieu of this.<sup>46</sup>

We may now wind up the story of our *dramatis personae*. A heavy tallage imposed on the Jews of the country in 1276 was exacted with great severity, arrests being made in all parts of the country. One of the persons arrested in York was Antera, wife of Josce fil' Benedict and widow of Aaron fil' Vives : but her husband went in her stead, the Sheriff 'bringing with him the body of Josce for the said Antera'.<sup>47</sup> Here, I fancy, we take leave of this couple.

In January 1269 Walter de Merton had delivered at the Exchequer the Provisions of Jewry, whereby they were forbidden categorically to lend money henceforth on the security of lands held in fee, and all obligations of the sort already registered were cancelled. It was perhaps as well for his benefactions and endowments that the Statute was not enacted somewhat earlier.

<sup>43</sup> *Exchequer of the Jews*, i, 158, 176.

<sup>44</sup> *Ibid.*, i, 280-1. According to the published Calendar, 'Walter, being already under distraint, makes default of appearance'. As at the time I did not know of the documents here discussed, and it seemed improbable that the illustrious Walter de Merton was in prison without other record, I formerly stated (*Jews of Medieval Oxford*, pp. 141-2), that this document must refer to another Walter de Merton. Reference to the original text of this document (British Museum, Additional Roll 19299) shows that the words 'being already under distraint, makes default of appearance' (notwithstanding their archaic form) are a gratuitous and unjustified accretion by the Editor. The original reads merely *et ipse non venit*—the reference apparently being moreover not to Walter but to Josce fil' Benedict, his opponent !

<sup>45</sup> *Exchequer of the Jews*, ii, 120.

<sup>46</sup> *Ibid.*, ii, 183-4.

<sup>47</sup> *Ibid.*, iii, 133-4.