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# 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\*

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JUDITH OLSZOWY-SCHLANGER  
& SIAN COLLINS

The eminent “gothic” writer Horace Walpole coined the term “serendipity” to describe a scientific discovery occurring by pure chance after reading, in 1754, a popular English translation of a “Persian” tale, *Travels and Adventures of Three Princes of Serendip*. It was by such a stroke of fortune that the unexpected finding of a medieval Hebrew document was made in the unsorted archives of Walpole’s own family, the papers of the Marquess of Cholmondeley of Houghton Hall, Norfolk.<sup>1</sup> The Marquess of Cholmondeley deposited the papers held at Houghton with Cambridge University Library (CUL) in 1951. Although initially held on deposit, the collection was later purchased by the library. The papers include records relating to several generations of the Walpole family, including a large number of political papers amassed in the course of his career by Horace’s illustrious father, Robert Walpole, 1st Earl of Orford (1676–1745) and the first Prime Minister of Great Britain. The Cholmondeley (Houghton) collection is well-known for these letters and political papers, which have been catalogued in copious detail and used fruitfully by researchers over the decades. The printed catalogue, published in 1952, ends with a short section on “the remainder of the collection”. This part of the collection

1 The Cholmondeley (Houghton) manuscripts.

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– comprising nearly 100 archive boxes and nearly as many volumes – is described as the “working papers” of the estate office and only a small proportion is fully catalogued. In fact, there remain sixty completely unsorted and uncatalogued boxes of title deeds, legal papers, and other as yet unidentified items. The main bulk of the estate records are accounts, title deeds, bonds, manorial court rolls, and leases dating back to the early thirteenth century. They provide information about everyday life through the administration of manors and estates owned by the Walpoles, their predecessors, and successors. A large number of manors are represented, including many in Norfolk and Suffolk. Coverage for most of the manors is patchy but the earliest court rolls date from the 1270s. While the collection has been at CUL, there has been an attempt to catalogue some of the estate records: lists exist of the manorial court records and the account books. No attempt had been made to sort or catalogue the section of deeds and papers, which contains many hundreds of individual items. While surveying the uncatalogued material, Sian Collins of CUL serendipitously came across a small Hebrew “starr” (the term derives from the Latin *starrum* which was used in medieval England to designate Hebrew legal deeds; most probably it comes from Hebrew שטר, *shetar*, “document”). This paper aims to edit and present this document, discuss its contents, and shed light on some economic aspects of Jewish–Christian interaction in thirteenth-century England.

The discovery was made shortly after the publication of the facsimile edition of the known corpus of Hebrew legal deeds from medieval England by one of the authors of this paper (Judith Olszowy-Schlanger), as part of the series *Monumenta Palaeographica Medii Aevi* (MPMA).<sup>2</sup> The scholarly interest in Hebrew starrs dates back to the sixteenth century but systematic editing was undertaken only by Myer Davis on the occasion of the Anglo-Jewish exhibition in London in 1888.<sup>3</sup> The 2015 MPMA edition updated and expanded the previous collection of documents from various archives by Myer Davis and other scholars, and included 259 charters on parchment and 57 wooden tallies. These documents date from the 1180s to the 1280s, spanning almost half the short-lived but eventful history

2 Judith Olszowy-Schlanger, ed., *Hebrew and Hebrew–Latin Documents from Medieval England: A Diplomatic and Palaeographical Study*, *Monumenta Palaeographica Medii Aevi*, Series Hebraica I, 2 vols (Turnhout: Brepols, 2015). Hereafter, I refer to the documents by their numbers in this edition.

3 Myer D. Davis, ed., *Shetarot: Hebrew Deeds of English Jews before 1290* (London: Office of the Jewish Chronicle, 1888).

of the Jews in England, between their arrival in the wake of the Norman Conquest in 1066 and their expulsion by Edward I on 1 November 1290.<sup>4</sup> The documents enable us to perceive a small but economically vibrant community; amounting to only 3,000 to 4,000 individuals at its peak,<sup>5</sup> its written documents have been preserved in considerable numbers. Indeed, the corpus of Hebrew documents from medieval England represents the largest collection of documents in Hebrew characters from the medieval Western world. This exceptional preservation is due to the fact that in medieval England Hebrew deeds held value as judicial proof not only for Jewish tribunals but also for the legal and administrative institutions of the English crown. Since the administrative reforms of Richard the Lionheart around 1190, copies of legal documents concerning loans and other financial matters involving Jews, including documents in Hebrew, had to be registered and deposited in an archival chest (*archa*) managed jointly by Christian and Jewish officials named chirographers. The *archae* were situated in designated major cities and were supervised locally by the sheriffs and centrally by the Exchequer. The management of Hebrew documents by the king's administration explains the necessity of employing Jewish chirographers who could read and interpret documents in Hebrew, and implies that such documents were legally valid in the crown courts. Indeed, in addition to the extant documents, various records, chief among them the rolls of the Exchequer of the Jews, mention a wealth of documents in Hebrew – together with an even larger amount of Latin deeds – which were used as a proof during the proceedings of the Exchequer tribunal.

4 For an overview of discussions on evidence of Jewish settlement in England prior to 1066, see Robin R. Mundill, *The King's Jews: Money, Massacre and Exodus in Medieval England* (London: Continuum, 2010), 1–4. For the expulsion in 1290, see Robin R. Mundill, *England's Jewish Solution: Experiment and Expulsion, 1261–1290* (Cambridge: Cambridge University Press, 1908).

5 Medieval chronicles mention larger numbers. The *Chronica Iohannis de Oxenedes*, ed. Sir Henry Ellis (London: Longman, 1859), 277, gives 16,511 as the number of the Jews at the time of Expulsion. However, modern research shows that the population must have been much smaller: Vivian D. Lipman, *The Jews of Medieval Norwich* (London: Jewish Historical Society of England, 1967), 68–9, gives 5,000 to 6,000 whereas Mundill, *England's Jewish Solution*, 26–7, gives c. 2,000 at the Expulsion, based on analysis of the data from poll tax accounts for 1280–83, paid by between 1,135 and 1,179 Jewish males and females aged over twelve. Even if some communities were exempt from the tax, the total numbers were not much larger. For a recent discussion of the estimated sizes of the English Jewish communities and the under-representation in the documents of the large parts of the Jewish community living on the fringes of poverty, see Julie L. Mell, *The Myth of the Medieval Jewish Moneylender*, 2 vols (Houndmills: Palgrave Macmillan, 2017), vol. 1, 433–7.

Overall, the 318 surviving and hitherto published documents and tallies in Hebrew are only a small portion of the mass of such documents which had been produced and circulated in medieval England. The starr discovered in CUL is therefore potentially only one of many still unknown documents which wait to be located and studied to shed light on the history of the Jewish community in England before the expulsion of 1290.

The Hebrew document we are publishing here for the first time is a small slip of parchment attached to a larger Latin charter. They have been given the shelfmark MS Cholmondeley Ch(H) Misc/Box 28B. The starr measures 12.5 centimetres x 5.4 centimetres on the left-hand side, going down to 4.5 centimetres on the right-hand side. Its parchment is thin and grey, and the collagen and DNA analysis carried out by the department of archaeological sciences of the University of York reveals that the parchment is either sheep or goat.<sup>6</sup> Its text is written in light-brown iron-gall ink, in current documentary script of small dimensions (the size of the letters is c. 1.5–2 millimetres). A slightly darker brown ink has been used for the signature of the grantor.

This starr is a quitclaim issued on a full and unconditional reimbursement of a loan in which the creditor relinquishes his claims to a piece of land.<sup>7</sup> Here, a prominent financier, Samuel, the son of Isaac of Norwich, releases Bartholomew of Beauvais of any possible claims to a piece of land which Bartholomew had acquired at Easter of the regnal year 33 of Henry III (4 April 1249). The said land had previously belonged to Richard and Ernald of Thorley. This short document contains the usual formulae of Hebrew quitclaims as found in other financial documents of this type from medieval England. Such quitclaims represent a large portion of extant documents attesting to the transactions between Jews and Christians. Eighty-nine quitclaims (under eighty-three independent shelfmarks) in Hebrew and in Hebrew and Latin have been located and published so far, in addition to many more Jewish quitclaims in Latin. In some cases, quitclaims are brief statements in Hebrew written at the foot of a related Latin document but mostly they are independent, if small, documents, containing their own specific formulary and legal

6 See [www.york.ac.uk/archaeology/research/current-projects/codex](http://www.york.ac.uk/archaeology/research/current-projects/codex) (accessed Sept. 2018).

7 For a recent study of acknowledgments of debt in Jewish loans to Christians, see Dean A. Irwin, "The Materiality of Debt to Jews in England, 1194–1276", *Jewish Historical Studies: Transactions of the Jewish Historical Society of England* (hereafter, *Transactions*) 49 (2017): 56–71.



terminology.<sup>8</sup> As in other Hebrew quitclaims, the text of our document is penned as a grantor's declaration in the first person, introduced by a standard formula, הַנְּנִי הַחֲתוּם מִטָּה מוֹדָה הוֹדָאָה גְּמוּרָה, *hinnenī he-ḥatum maṭah modeh hoda'ah gemurah*, "I, the undersigned, declare a full declaration". The transaction itself is described by the verb פָּטַרְתִּי, *paṭarti*, "I have released, acquitted". The grantee is referred to by name, in the third person, in the grantor's discourse. This document specifies the obligations of the grantor and lists his warranties to prevent or compensate for any undue claims which may be raised in the future against the grantee.

- <sup>1</sup> הַנְּנִי הַחֲתוּם מִטָּה מוֹדָה הוֹדָאָה גְּמוּרָה שִׁפְטַרְתִּי לְבַרְטְלָמִי מִבְּיוּוִישָׁא וְלִירוּשָׁיו וְלִכְל מִי שִׁיחְפוּץ לְתַת |  
<sup>2</sup> וְלִמְכוּר וְלִמְשַׁכֵּן כָּל הַקְּרָקְעוֹת וְהַמְּסִים וְהָאֲחוֹ שֶׁהוּא מִחֲזִיק יוֹם פְּשָׁקָא שְׁנַת שְׁלֹשִׁים וְשֵׁשׁ לְמֶלֶךְ הַנְּרִי |  
<sup>3</sup> בֶּן הַמֶּלֶךְ יְהוֹן מִן הַקְּרָקְעוֹת וְהַמְּסִים וְהָאֲחוֹ שֶׁהָיוּ מִקְּדָם לְרִיקָרְט מְטוֹרְלִיאָה אוֹ לְאִירוֹנוֹט בְּנוֹ שְׁלֹא |  
<sup>4</sup> אֲנִי וְלֹא יוֹרְשֵׁי וְלֹא יוֹרְשֵׁי מוֹרֵי אֲבֵי הַנְּדִיב ר' יִצְחָק מְנוֹרְגִיץ וְלֹא שׁוֹם יְהוּדִי שֶׁבְּעוֹלָם אִישׁ אוֹ אִשָּׁה |  
<sup>5</sup> הַבָּאִים מִכְּחִינוּ יְכוּלִין לְשָׂאֵל שׁוֹם עַל הַקְּרָקְעָה וְהַמְּסָה וְהָאֲחוֹ שֶׁאֲוֹתוֹ בְּרִטְלָמִי מוֹחֲזֵק יוֹם פְּשָׁקָה הַמְּבוֹאֵר |  
<sup>6</sup> מִבְּרִיאַת הָעוֹלָם עַד סוֹפּוֹ בְּעֵלִילַת שׁוֹם חוֹב שְׁנַתְּחִיבּוֹ לִי רִיקָרְט מְטוֹרְלִיאָה וְאִירוֹנוֹט בְּנוֹ וְאִם יִבֵּא |  
<sup>7</sup> שׁוֹם יְהוּדִי שֶׁבְּעוֹלָם אִישׁ אוֹ אִשָּׁה מִכְּחִינוּ לְעֵרְעֵר עֲלָיו אוֹ עַל יוֹרְשָׁיו כִּפִּי ה'ש' דְּבָרֵי הַשְּׁטֵר זֶה וְלִפִּי<sup>9</sup> |  
<sup>8</sup> תְּנַאֲיִן עָלַי וְעַל יוֹרְשֵׁי לְהַגִּינָם וְלִפּוֹטְרָם<sup>11</sup> נֶגְדַּת הַמְּעֵרְעֵרִים וְמֵה שֶׁהוֹדַתִּי חֲתַמְתִּי שֶׁמּוֹאֵל בֶּן הַנְּדִיב ר' יִצְחָק מְנוֹרְגִיץ

<sup>1</sup> Hereby I, the undersigned, declare a full declaration that I have released in favour of Bartholomew of Beauvais and his heirs and of anyone he wants [the right] to give,

<sup>2</sup> to sell and to mortgage all the lands, rents, and the water meadow he takes hold of on the day of Easter of the year thirty three of the King Henry

<sup>3</sup> son of King John, from the lands, farms and meadow which belonged previously to Richard of Torleye or to Ernot, his son, that either

<sup>4</sup> I or my heirs or the heirs of my Master my father, the Generous R. Isaac of Norwich, or any other Jew in the world, man or woman,

<sup>5</sup> coming on our behalf, can have any demands on this land, rent and meadow that this Bartholomew takes hold of on the aforementioned day of Easter,

<sup>6</sup> from the creation of the world until its end, because of any debt that Richard of Torleye and Ernot, his son, owed me. And if

<sup>8</sup> For the corpus and the study of the formulae, see Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, pp. 137–40.

<sup>9</sup> The scribe wrote the letters ה'ש' by mistake and cancelled them with short strokes above the letters.

<sup>10</sup> The last word of the line is unclear and partly erased. ולפי is a suggestion we owe to Pinchas Roth.

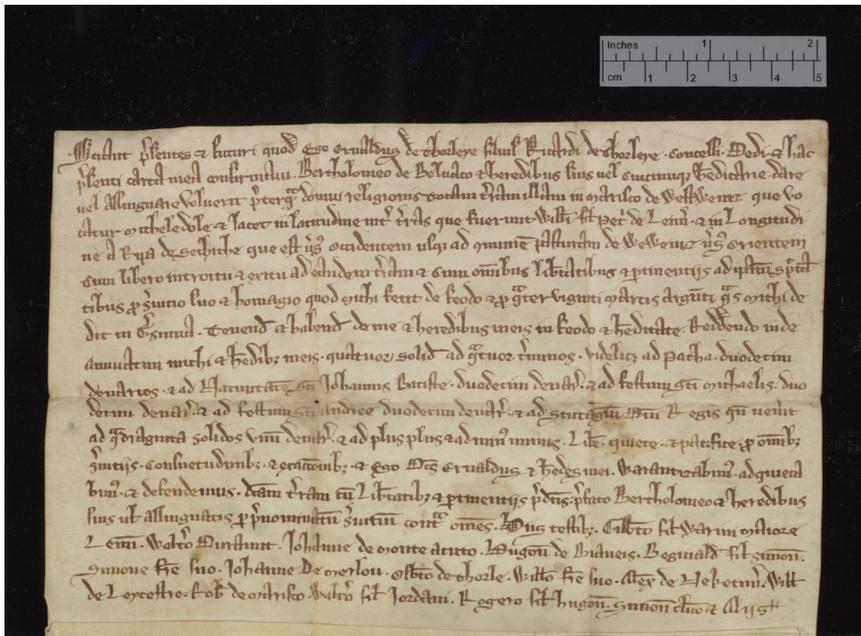
<sup>11</sup> It seems that the scribe omitted the letter *ṭet* in ולפוטרים, *u-le-foṭram*, and squeezed it in later.

- <sup>7</sup> any Jew in the world, man or woman, comes on our behalf and claims against him or against his heirs according to the contents of this deed,  
<sup>8</sup> and according to the conditions, it is upon me and upon my heirs to protect them and to free them from the claimants. And what I have declared, I have signed. Samuel son of the Generous R. Isaac of Norwich.

The quitclaim provides the names of the parties: the new owner, Bartholomew of Beauvais, the previous owners, Richard and Ernard (Ernot in Hebrew) of Thorley, and the grantor of the quitclaim, Samuel of Norwich. It contains the precise date of the conveyance of a piece of land to the new owner, as well as the essential information that the land is acquitted from the debt previously owed to the grantor by the previous owners. Although the starr does not say it explicitly, it can easily be deduced that this land must have been a collateral to guarantee a loan which Samuel of Norwich made to Richard and Ernard of Thorley, and that they can alienate this mortgaged land only when the lien is terminated to the satisfaction of the creditor. However, the information the quitclaim contains is somehow incomplete: reading the quitclaim alone does not provide details concerning the location, type, or value of the property, vaguely described as “lands, rents and a marsh [or meadow]”. Neither does it state explicitly the precise relationship between the three parties involved. Indeed, the Hebrew quitclaim is only one element of a more complex transaction recorded elsewhere. In this case, the fuller record is preserved in the Latin charter to which the starr is still firmly attached.

#### *The Latin charter*

When we consider the corpus of the English quitclaims in Hebrew or in Hebrew and Latin known so far, we realize that a quitclaim is rarely a straightforward testimony and proof of reimbursement of a debt. Different from a receipt attesting to the payment of a specified sum, a quitclaim is a release from a debt, including the collateral used to guarantee the initial loan. This credit-related instrument is thus closely intertwined with the property economy and participates in various mechanisms of property transfer in medieval England. In the thirteenth century, when an individual was in need of ready cash, he or she could turn to moneylenders, many of whom were Jewish. The creditors, however, required a guarantee that their loan, both capital and interest, would be safely reimbursed. In England, the loans by Jewish creditors to Christian individuals and institutions could be secured on their landed properties, usually freehold,



2 Cambridge University Library, MS Cholmondeley Ch(H) Misc/ Box 28B: the Latin charter

as rural estates, town-houses, and plots of land. Quitclaims were releases of such mortgaged properties on the settlement of the debt. Releasing the mortgaged property was a preliminary requirement for its sale or other form of alienation. This is why the quitclaims were physically included into the dossiers of the transaction, appended to the relevant deeds of conveyance. Most often, they were kept stitched to a bundle of related documents. When this physical link, the thread attaching the quitclaim to its documentary environment, had been severed (as is often the case) and the material connection with the file lost, the solitary, stranded quitclaim is difficult to interpret because it records only a part of the full story.

Luckily, in this case, the foot of the Hebrew document is still firmly stitched with white thread to the fold of a sealed Latin charter on parchment. The Latin document measures 19 x 14.5 centimetres and the collagen and DNA analysis carried out by the University of York identified it as sheep parchment.<sup>12</sup> Again, the text is written in light-brown iron-gall ink. The charter is validated by a vessica-shaped (vertically elongated) pendant seal of green wax on a double parchment tag inserted in the slit on the fold. The seal measures 3.5 x 2.6 centimetres. Only a few letters of

<sup>12</sup> See [www.york.ac.uk/archaeology/research/current-projects/codex](http://www.york.ac.uk/archaeology/research/current-projects/codex) (accessed Sept. 2018).

the inscription on the seal are legible. Hebrew and Latin documents are attached in such a way that both remain legible and easily consultable (as may be seen in plate 1). Together, they give us a complete picture of a transaction involving sale and credit.

<sup>1</sup> Sciant presentes et futuri quod ego Ernaldus de Thorleye filius Ricardi de Thorleye, concessi, dedi et hac

<sup>2</sup> presenti carta mea confirmaui, Bartholomeo de Beluaco et heredibus suis uel cuicumque benedicane [benedicare], dare

<sup>3</sup> uel assignare uoluerit preterquam domui religionis totam terram illam in marisco de Westweinz quo uo

<sup>4</sup> catur Micheledole et iacet in latitudine inter terras que fuerunt Willelmi filii Petri de Lenna, et in longitudi

<sup>5</sup> ne a ripa de Sechithe que est uersus occidentem usque ad communem pasturam de Weweinz uersus orientem

<sup>6</sup> cum libero introitu et exitu ad eandem terram et cum omnibus libertatibus et pertinentiis ad ipsam spectan

<sup>7</sup> tibus pro seruicio suo et homagio quod michi fecit de feodo et pro quateruiginti marcis argenti quas michi de

<sup>8</sup> dit in gersuma; tenendum et habendum de me et heredibus meis, in feodo et hereditate. Reddendo inde

<sup>9</sup> annuatim michi et heredibus meis quatuor solidos ad quatuor terminos, uidelicet ad Pascha duodecim

<sup>10</sup> denarios, et ad natiuitatem sancti Iohannis Batiste duodecim denarios, et ad festum sancti Michaelis duo

<sup>11</sup> decim denarios, et ad festum sancti Andree duodecim denarios, et ad scutagium domini regis quando uenerit

<sup>12</sup> ad quadraginta solidos uiginti denarios, et ad plus plus et ad minus minus, libere, quiete et pacifice, pro omnibus

<sup>13</sup> seruitiis, consuetudinibus, et exactionibus. Et ego dictus Ernaldus et heredes mei, warantizabimus, ad quietam

<sup>14</sup> bimus, et defendemus, dictam terram cum libertatibus et pertinentiis predictis, prefato Bartholomeo et heredibus

<sup>15</sup> suis uel assignatis pro prenominate seruitium contra omnes. Hiis testibus, Gilberto filio Warini maiore

<sup>16</sup> Lenne,<sup>13</sup> Waltero Duraunt, Iohanne de Monte Acuto,<sup>14</sup> Hugone de Rianeis, Reginaldo filio Simonis,

<sup>13</sup> Gilbert son of Warin witnessed a rent document c. 1230: see Dorothy M. Owen, *The Making of King's Lynn: A Documentary Survey* (London: British Academy and Oxford University Press, 1984), 76.

<sup>14</sup> Most probably Montaigu in Normandy: Johannes de Monte Acuto witnessed a document in 1217–24; *ibid.*, 76.

- <sup>17</sup> Simone fratre suo, Iohanne de Merlou,<sup>15</sup> Olberto de Thorle, Willelmo fratre suo, Alex de Neketune,<sup>16</sup> Willelmo  
<sup>18</sup> de Leycestre,<sup>17</sup> Roberto de Marisco, Waltero filio Iordani, Rogero filio Hugonis, Simone clerico et aliis.

- <sup>1</sup> Know those present and to come that I, Ernald of Thorley son of Richard of Thorley, have granted, given and by this present charter  
<sup>2</sup> confirmed to Bartholomew of Beauvais and his heirs or whosoever he wishes to benefit, give or  
<sup>3</sup> assign, with the exception of any religious house, all that land in the marsh of West Winch, which is  
<sup>4</sup> named Michaeldole, and lying in breadth between the lands which used to belong to William son of Peter of Lynn, and in length  
<sup>5</sup> from the bank of Setchey to the west until the commons of West Winch to the east  
<sup>6</sup> with free ingress and egress to this land and all the rights and appurtenances regarding it  
<sup>7</sup> in exchange for the service and homage that he pledged to me as feudal allegiance and in exchange for eighty marks of silver that he gave me  
<sup>8</sup> in payment; to hold and to have of me and my heirs in fee and inheritance; rendering  
<sup>9</sup> thence annually to me and my heirs four shillings at four terms, that is at Easter  
<sup>10</sup> twelve pence, at the Nativity of St John the Baptist twelve pence, at Michaelmas  
<sup>11</sup> twelve pence, and at the feast of St Andrew twelve pence; and for the scutage of the lord the King, whenever it is levied  
<sup>12</sup> up to forty shillings and twenty pence, or more or less if more or less is required, freely, quietly and peacefully, for all  
<sup>13</sup> services, customs and exactions. And I, the said Ernald, and my heirs will warrant, acquit

<sup>15</sup> Merlowe or Merlaw: John of Merlow witnessed a grant charter; *ibid.*, 77. John de Merlowe was a mayor of Lynn (now King's Lynn) in 1294–96 and again in 1300–01, and his family is attested as holding lands in West Winch: see Francis Blomefield, "Freebridge Hundred: West Winch", in *An Essay towards a Topographical History of the County of Norfolk*, vol. 9 (London: Printed for W. Miller, 1808), 155–7 at *British History Online*, [www.british-history.ac.uk/topographical-hist-norfolk/vol9/pp155-157](http://www.british-history.ac.uk/topographical-hist-norfolk/vol9/pp155-157) (accessed 9 June 2018): "in 1312, John de Merlaw seems to be lord of this manor, and then presented it to the rectory of this church; and in 1323, Walter Henry of Babingley, conveyed lands here, by fine, to the said John Merlaw and Margaret his wife: in 1295, and 1311, he was mayor of Lynn".

<sup>16</sup> Necton in Norfolk, near Swaffham.

<sup>17</sup> William of Leicester was a member of the merchants' guild and appears in the same roll of c. 1215–20 as Bartholomew of Beauvais; Owen, *Making of King's Lynn*, 303.

- <sup>14</sup> and defend the said land with the said rights and appurtenances for the aforementioned Bartholomew and his heirs
- <sup>15</sup> or his assigns, for the aforementioned service, against all. These being witnesses: Gilbert son of Warin, mayor of Lynn,
- <sup>16</sup> Walter Duraunt, John of Montaigu, Hugh of Rianeis, Reginald son of Simon,
- <sup>17</sup> Simon his brother, John of Merlaw, Olbert of Thorley, William his brother, Alex of Necton, William
- <sup>18</sup> of Leicester, Robert de Marisco [Marsh], Walter son of Jordan, Roger son of Hugh, Simon the clerk, and others.

This Latin charter is a deed of conveyance of the land described here with precision as a marshland situated in West Winch (the inconsistently spelled name in lines 3 and 5 corresponds indeed to this place name, which figures in the Domesday of 1086). West Winch was situated just to the south of the thriving seaport and market town of Lynn (King's Lynn since Henry VIII) on the estuary of the Great Ouse to the Wash, and since the eleventh century it had been in the jurisdiction of the bishops of Norwich. The name of the piece of land is given as Micheledole (l. 4). Middle English "dole" is a frequent component of place or field names. Its basic meaning is "share, part of" and can designate a share in a common land, a share in a payment, or a land subdivision.<sup>18</sup> The situation of this "Michael's plot" is described in respect to the neighbouring properties on its sides. As was often the case, the transaction is described as a concession and donation (*concessi, dedi* l. 1) rather than as a straightforward sale.<sup>19</sup> The beneficiary is Bartholomeus de Belvaco (or Bartholomew of Beauvais). The de Belvaco family, including Bartholomew and his sons Hugh and James, are well attested as prominent members of the guild of Lynn's merchants.<sup>20</sup> Incidentally, in the Hebrew starr, the name of Bartholomew has an Anglo-Norman vernacular form, ברטלמי מביוישה, "Bartelemey mi-biovese", "Barthélemy de Beauvais". Of Norman origin, Bartholomew is described in an antiquarian history of Lynn published in 1907 by Henry Hillen as a distinguished foreign merchant, who held the chief manor in West Winch and was a donor of St Michael's Chapel in St Margaret

18 See <https://quod.lib.umich.edu/cgi/m/mec/med-idx?type=id&id=MED12320>. Translation of the Latin is by the authors.

19 For the benefactions to monasteries which were in fact monetary purchases, see Henry G. Richardson, *The English Jewry under Angevin Kings* (London: Methuen & Co. and the Jewish Historical Society of England, 1960), 87.

20 Owen, *Making of King's Lynn*, 301.

Church in Lynn.<sup>21</sup> According to a document of 1248, mentioned in *Norfolk Archaeology* of 1895, Bartholomew was then the mayor of Lynn.<sup>22</sup> Later, around 1270, Bartholomew's son James also held the office of the mayor of Lynn.<sup>23</sup> He appears in the Fine Rolls of 1270–71 when he paid half a mark to hold an assize.<sup>24</sup> After Bartholomew's death, in 1256/7 (regnal year 41 of Henry III), James was left under the guardianship of his uncle, Stephen of Beauvais. Stephen and his wife Julian granted the lands held in their care to Michael de Merlaw.<sup>25</sup> However, the de Belvaco family kept an interest or even returned to West Winch, because in 1267, Thomas de Warblington and his wife Isabel granted by fine to James of Beauvais the lands in West Winch, together with their rents, which they held from the Earl of Clare.

In our document, this powerful merchant, Bartholomew of Beauvais, was granted the holding of the land from a member of the gentry, Ernald, son of Richard de Thorley. Ernald and his father are mentioned as landholders in the manor of Thorley in Hertfordshire some time after 1230.<sup>26</sup> Ernald was dead by 1266 because Fine Rolls for this year mention his widow Alice (who gave half a mark for an assize).<sup>27</sup> The family's holding of land in West Winch is also confirmed by other sources. Ernald de "Torley" held half a fee (property) in West Winch of Simon, son of Richard, and of the Earl of Clare.<sup>28</sup>

### The land

As noted earlier, the land Bartholomew acquired was a piece of marshland. The Latin document specifies that this marshland is situated between the lands of William son of Peter of Lynn on the north and south and between the common pasture grounds to the east, and the *ripa de Sechithe*, "the riverbank of Setchey", to the west (ll. 4–5). The spelling "Sechith(e)"

21 Henry J. Hillen, *History of the Borough of King's Lynn*, 2 vols (Norwich, 1907), vol. 1, 232.

22 H. Le Strange, "Early Mayors of Lynn", *Norfolk Archaeology: Miscellaneous Tracts related to the Antiquities of the County of Norfolk presented by the Norfolk and Norwich Archaeological Society* 12 (1895): 229.

23 Blomefield, "Freebridge Hundred: West Winch", 155.

24 [https://finerollshenry3.org.uk/content/search/page\(4\)](https://finerollshenry3.org.uk/content/search/page(4)) (membrane 13, line 288), 55/288 (10 Feb. 1271).

25 Blomefield, "Freebridge Hundred: West Winch", 155.

26 W. Page, *Victoria County History: Hertfordshire. A History of the County of Hertford*, vol. 3 (London, 1912), 375–6.

27 [https://finerollshenry3.org.uk/content/calendar/roll\\_o63.html#it139\\_008](https://finerollshenry3.org.uk/content/calendar/roll_o63.html#it139_008) (membrane 8, line 139).

28 Blomefield, "Freebridge Hundred: West Winch", 155.

is attested as one of the medieval forms for Setchey, the village next to West Winch.<sup>29</sup> The expression *ripa de Sechithe* indicates probably that the marshes in question were situated on a waterside. Indeed, Seche/Setchey (Magna) is located on the river Nar<sup>30</sup> and several canals run through it still today. Since the object of the sale is described as marshland (*terra in marisco*, l. 3), one may expect a periodically flooded vegetated area – fairly common in the Fens region. The corresponding Hebrew אָהוּ, אָהוּ, usually translated as “meadow” (Hebrew starr, l. 3), indeed designated grassland which is not arable and which is not regular pastureland.<sup>31</sup>

For this marshland, Bartholomew of Beauvais paid a price which includes a down payment of 80 marks and an annual rent of 4 shillings, payable in four instalments of 12 pence each, at Easter, on the feast of the nativity of St John the Baptist (24 June), at Michaelmas (29 September), and on the feast of St Andrew (30 November). The document does not specify the size of the marshland, so any price comparisons are difficult to make but 80 marks and a rent of 4 shillings yearly seems to be a relatively high price to pay. The rents varied a great deal according to the quality and the potential yield of arable lands but average rents, for example in Kent, could be as low as 3 or 4d.<sup>32</sup>

This relatively high price can probably be explained by the fact that the marshland, although of limited value for growing crops, was a good source of hay and pasture when not flooded. It is the case that the Fenland’s marshes, when properly managed, were among the most lucrative agricultural investments in medieval England. The mid-thirteenth century marks

29 Francis Blomefield, “Freebridge Hundred: Sechey Magna, and Hardwick”, in *An Essay towards a Topographical History of the County of Norfolk*, vol. 9 (London, 1808), 64–7, at British History Online, [www.british-history.ac.uk/topographical-hist-norfolk/vol9/pp.64-67](http://www.british-history.ac.uk/topographical-hist-norfolk/vol9/pp.64-67) (accessed 9 June 2018).

30 Ibid.

31 אָהוּ, אָהוּ, is attested in five other Hebrew starrs. In British Library, Cotton Nero c. III fol. 194 and 194a (Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, vol. 2, no. 158), אָהוּ, אָהוּ, is rendered in Latin as *pratium*, “meadow”, and is opposed to קָרְקַע נְחֵרֶשֶׁת, *qarqa’ nehereshet*, “arable land”, in Latin *terra*, but in National Archives, E/40/13421 (Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, vol. 2, no. 201) and in BL Cotton Chart. Aug. II 107A (Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, vol. 2, no. 161), both documents without Latin, אָהוּ, אָהוּ, is different not only from קָרְקַע, *qarqa’*, but also from מִרְעָה, *mir’eh*, “pasture”. In BL Lansdowne Chart. 30 (Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, vol. 2, no. 179), the Hebrew terms קָרְקַע חֲרִישָׁה, *qarqa’ harishah*, מִרְעָה, *mir’eh*, and אָהוּ, אָהוּ, correspond respectively to *terra arabilis*, “arable land”, *pratium*, “pasture meadow”, and *warectum*, “fallow, temporarily unused grassland”.

32 See Charles Dyer, *Standards of Living in the Later Middle Ages: Social Change in England c. 1200–1520* (Cambridge: Cambridge University Press, 1998), 136–7.

the peak of the reclamation of East Anglian marshes, which had started in the eleventh century.<sup>33</sup> We can also speculate that this plot of land had an additional value, which made it particularly attractive for a wealthy family of Lynn's merchants.

Archaeology and medieval documents show notably that peat marshlands in the vicinity of Lynn were profitably associated with salt production. Not less than 180 salterns in the vicinity of Lynn were already listed in Domesday.<sup>34</sup> Salt-harvesting and trade were the first and main incentive for the development of medieval Lynn and the source of its prosperity; necessary for meat and fish curing, salt was in high demand.<sup>35</sup> The salt industry contributed to make the Wash region an international trading centre. At the time of Norman conquest, there were no less than thirty salterns in Freebridge hundred, for example.<sup>36</sup> An aerial archaeological survey in West Winch carried out in 1961 recorded a medieval structure which was interpreted as a saltern.<sup>37</sup> This corresponds to the mention of two salt pits in West Winch in written sources.<sup>38</sup> In the Middle Ages, salt was mainly obtained by filtering. Large quantities of salt-rich mud or silt (from the coast or saltmarshes) were collected and washed through peat, or turves.<sup>39</sup> This made it possible to separate the salt from the sand, which was heaped into waste mounds.<sup>40</sup> Peat was also used as fuel for boiling the salt brine. In medieval East Anglian charters, grants to exploit turf land are associated with salterns.<sup>41</sup> It is possible that the name

33 Henry C. Darby, *The Medieval Fenland* (1940; Cambridge: Cambridge University Press, 2011), 135.

34 Owen, *Making of King's Lynn*, 5.

35 A. R. Bridbury, *England and the Salt Trade in the Later Middle Ages* (Oxford: Clarendon Press, 1955).

36 See T. Lane and E. Morris, *A Millennium of Saltmaking: Prehistoric and Romano-British Salt Production in the Fenland* (Lincoln: Heritage Trust for Lincolnshire, 2002).

37 See the aerial photographic search of the Norfolk Historic Environment Record at [www.heritage.norfolk.gov.uk/record-details?MNF54521-Cropmarks-of-possible-medieval-saltern-mound-West-Winch](http://www.heritage.norfolk.gov.uk/record-details?MNF54521-Cropmarks-of-possible-medieval-saltern-mound-West-Winch) (accessed May 2018).

38 Blomefield, "Freebridge Hundred: West Winch", 155.

39 F. McAvoy et al., "Marine Salt Extraction: The Excavation of Salterns at Wainfleet St. Mary, Lincolnshire", *Medieval Archaeology* 38, no. 1 (1994): 140–41.

40 For archaeological evidence of salt production in King's Lynn and region see Graeme Clarke, "A Late Saxon to Medieval Saltern at Marsh Lane, King's Lynn, Norfolk: Project Report" (Bar Hill: Oxford Archaeology, 2016), at <https://library.thehumanjourney.net/3124> (accessed May 2018), esp. 22–3 for the saltern and its silt filtration units and traces of turves.

41 H. E. Hallam, "Salt Making in the Lincolnshire Fenland in the Middle Ages", *Lincolnshire Architectural and Archaeological Society Reports and Papers* n.s. 8 (1960): 92; D. Hall and J. Coles, "Fenland Survey: An Essay in Landscape and Persistence", *English Heritage Archaeological Report* 1 (1994): 143–5.

of our plot of land, Micheledole, refers to a turf-place, because the word “dole” is sometimes associated with “turf” or “terve”: the Middle English Dictionary records the expression “turfdol” (admittedly, of the fifteenth century) to designate “turbary”. That our Micheledole was a source of turf is a hypothesis but a likely one, given the plot’s location on the fringes of Lynn associated with salt production and its relatively high price.

### *Credit and land alienation*

It is possible that its potential for salt production is what led a wealthy Lynn merchant, Bartholomew of Beauvais, to acquire a piece of marsh south of town. In the thirteenth century opulent merchants diversified their sources of income and power, notably by acquiring suburban lands from impoverished gentry, as in our document. But what about the role of the Jewish parties and of the Hebrew quitclaim in this transaction? The Latin grant contains no mention of Samuel ben Isaac of Norwich or of any Jewish involvement but the quitclaim itself leaves no doubt that it concerns the same marshland and the same transaction. Samuel ben Isaac of Norwich forfeits here his rights to the property (that the quitclaim does not name or describe) in favour of its new holders, Bartholomew of Beauvais and his heirs. Ernald and Richard of Thorley are mentioned as the previous owners. The essential piece of information is provided in line 6 of the starr. It refers to the possible entitlement of Samuel to this land as resulting from an unpaid debt of the original owners. Indeed, the quitclaim cancels any possible claims to this land by Samuel, his father Isaac, and their descendants, as well as of any possible Jewish third party. In this indirect way, the quitclaim informs us that Ernald and Richard before him must have been indebted to Isaac of Norwich and to his son, Samuel. The piece of marshland in West Winch must have been a collateral in this loan. It is possible that Ernald was unable to repay his debt and had to part with the land.

In the corpus of Hebrew and Hebrew–Latin documents published to date, fifty-two quitclaims concern arrangements in which the collateral of an insolvent debtor is redeemed by another party, whether a wealthier individual or, in thirty-four cases, an ecclesiastical institution, who becomes the new owner of the property. Freed from the debt, the initial owner conveys the property to the new owner, usually formulating his deed as a “concession and donation” (*concessi, dedi*, as in our Latin charter, line 2).<sup>42</sup> At the same time, the creditor releases the mortgaged property,

42 See Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, pp. 138–40.

writing a quitclaim either in favour of the debtor or of the new owner, as is the case here. Whereas our document is not explicit as to how much of the sum paid by Bartholomew covered the initial loan or a part of it, it is certain that the debt had been repaid and that Samuel was satisfied with the settlement. Bartholomew, for his part, acquired the marshland unencumbered by the previous owner's debts.

As stated, in the majority of the preserved quitclaims, a "triangular" mechanism of repayment of a debt to a Jewish creditor by a third party who redeemed the mortgaged lands of the original debtors was in operation. For those who possessed ready cash, it was a way to acquire properties less expensively; for the debtors it was the way to break free of the increasing interest, and for the Jewish moneylenders, this was the way to secure the uncertain repayment of their investment.

### *Samuel of Norwich and his family*

The Jewish grantor of the quitclaim, Samuel ben Isaac of Norwich (c. 1200–c. 1273) was probably keen on a safe and timely reimbursement of the debt, which may have dated back to the transactions contracted by his father, the opulent Isaac ben Jurnet (alias Eliab) of Norwich (c. 1170–1235/6). In the first quarter of the thirteenth century, Isaac of Norwich was the wealthiest Jew in Norfolk and quite probably in England. He was heir to a considerable fortune from his father, Jurnet, with whom he shared some business ventures at least as early as 1194. On 20 October 1194, a record of a plea mentions a charter by which Humpfrey de Erlham had mortgaged his land in Herlham to Jurnet, his wife Muriel, and his son Isaac for the loan of five shillings and interest at the rate of one penny a week. Isaac had granted the farm of the mill on this land to Ralph and Alfred of Herlham.<sup>43</sup> Then, in 1197, Isaac paid the king 1,000 marks for the right to take possession of his father's bonds and interests and two years later, he had been assigned an individual share in a tallage which amounted to more than an eighth of the total. The monetary value of his transactions listed in the Norwich Day Book of 1224/5 amounts to £1,647 and the list of his bonds established in 1239, four years after his death, reaches the huge sum of £3,668 owed to him by eighty-five clients. The assets of the other Jewish financiers on these lists are far below these fabulous sums. When imprisoned in Bristol in 1210 on charges of a discrepancy in the valuation of his possessions, he

43 See *Placitorum in Domo Capitulari Westmonasteriensi asservatorum Abbreviatio, temporibus regum Ric. I. Johann. Henr. III. Edw. I. Edw. II.* (London: printed by command of his Majesty King George III, the House of Commons of Great Britain, 1811), 64.

avoided the death penalty by redeeming himself with the enormous sum of 10,000 marks, payable at the rate of one mark a day. When he died, his family carried on paying the arrears of this sum. It seems, however, that despite the payment, Isaac spent several years in prison and was released only after King John's death.<sup>44</sup> His wealth and elevated social standing were so important that he is described in a later source as possessing and hunting with hawks, a popular but costly sport in medieval England.<sup>45</sup> Isaac's business dealings extended from his home base in Norwich to all the east of England and to London.<sup>46</sup> After his release from prison in 1217, the king requested the sheriffs of Norfolk, Suffolk, Essex, Hertford, and Cambridge to help Isaac collect his debts. An unflattering caricature of Isaac as a three-faced bearded creature doodled at the top of the initial membrane of the Exchequer Receipt Roll of regnal year 17 of Henry III (1233) shows that his business success was deeply resented by Christians.<sup>47</sup> His association with the unpopular faction led by the influential bishop Peter des Roches at the court of Henry III made him even less popular. In his own community, Isaac must have been a patron of the needy (the poor or the scholars), since his name in Hebrew documents is usually accompanied by the title *ha-nadiv*, "the Generous".<sup>48</sup> Isaac's two sons, Moses and Samuel, also enjoyed a reputation as benefactors and, like

44 See Doris M. Stenton, ed., *The Great Roll of the Pipe for the Tenth Year of the Reign of King Richard the First*, *Michaelmas 1198 (Pipe Roll 44)* (London: Pipe Roll Society, 1932), 10 Richard I, 214; Lipman, *Jews of Medieval Norwich*, 103–5, and for the Norwich Day Book; London, Westminster Abbey Muniments (hereafter, WAM) 6692.

45 Shitah Mequbetzet of Bezalel Ashkenazi (16th century) quotes R. Perez ben Elijah of Corbeil (d. 1298), who described Isaac of Norwich "in England" בארץ האי, *be-eretz ha-ii*, as hunting with a אשפרוויר, Old French *espervier*, "sparrowhawk": see L. Jacobi, "Jewish Hawking in Medieval France: Falconry, Rabbenu Tam, and the Tosafists", *Okimta (Studies in Talmudic and Rabbinic Literature)* 1 (2013): 427.

46 Lipman, *Jews of Medieval Norwich*, 103; see *Patent Rolls of the Reign of Henry III preserved in the Public Record Office* (London: 1901–13), 1217: 95, 98, 105.

47 National Archives, Kew (hereafter, NA), E 401/1565 membrane 1. See C. Roth, "Portraits and Caricatures of Medieval Jews", *Jewish Monthly* 4, no. 1 (April 1950): I–VIII. See also Lipman, *Jews of Medieval Norwich*, 107; Sarah Lipton, "Isaac and Antichrist in the Archives: A New Reading of the Earliest Known Anti-Jewish Caricature", *Past & Present* 232, no. 1 (2016): 3–44.

48 For the mention of *ha-nadiv*, see WAM 6798 (Isaac), 6816 (Samuel), 6828 (Isaac and Moses), 6833 (Samuel), 6840 (Isaac and Samuel), 6844 (Isaac), 6852 (Isaac and Samuel 6853 (Isaac and Samuel), 6863 (Isaac), 6867 (Isaac), 6872 (Isaac); Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, vols 1 and 2, 58, 85, 98, 103, 110, 114, 122, 133, 137, 142 (on which see also Davis, *Shetarot*, no. 93), 217.

their father, were wealthy members of the community of Norwich. Moses acted in partnership with his father at the end of Isaac's life: two unsigned Hebrew documents from the year of Isaac's death (1235/6) attest to their joint moneylending ventures.<sup>49</sup>

Moses died shortly after Isaac. At the so-called Worcester Parliament in 1241, when the wealthiest Jews were called before the king to organize and take responsibility for the payment of a new tallage, the community of Norwich was represented by his brother Samuel alone and the Pipe Rolls of 1242 mention Moses as deceased.<sup>50</sup> His three sons, still minors, Abraham, Isaac (Hake), and Jurnet, became wards of Leo of York. In 1253, Hake was imprisoned in the Tower of London accused of crimes against "the King's peace".<sup>51</sup> He escaped a painful death only by converting to Christianity. Abraham acted for a while in a partnership with his uncle, Samuel. In the late 1240s and early 50s, they jointly made some loans<sup>52</sup> and bought and sold houses in Norwich.<sup>53</sup> It seems, however, that Abraham had also been active in London since 1252.<sup>54</sup> He died young, in 1255, probably shortly after he and Samuel had remitted the house in Norwich to Stephen le Jouvene in January of that year.<sup>55</sup>

Despite this progressive decline of the family, Samuel, the grantor of

49 WAM 6844, Isaac of Norwich sells a debt to his son Moses on 14 Dec. 1235; the document does not contain the signature; WAM 6867, without signatures; Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, 114, 137.

50 Pipe Rolls, 26 Henry III, in Henry Lewin, ed., *The Great Roll of the Pipe for the Twenty-sixth Year of the Reign of King Henry the Third, A.D. 1241-1242* (London: Oxford University Press, 1918), 200.

51 For the definition of the king's peace in medieval English legal tradition, see F. Pollock, "The King's Peace in the Middle Ages", *Harvard Law Review* 13 (1899): 177-89; T. B. Lambert, "Introduction: Some Approaches to Peace and Protection in the Middle Ages", in *Peace and Protection in the Middle Ages*, ed. T. B. Lambert and D. Rollason (Durham and Toronto: Centre for Medieval and Renaissance Studies, Durham University, and Pontifical Institute of Mediaeval Studies, 2009), 1-18.

52 E.g. *Close Rolls of the Reign of Henry III: Preserved in the Public Record Office* (London: HMSO, 1902-38), 1251: 506; 1252: 132.

53 WAM 6853: on 20 Oct. 1247, Samuel ben Isaac and Abraham ben Moses ben Isaac buy a house and land in Norwich, in the parish of St Peter, from Joseph ben Moses ha-Levi; WAM 6828: on 7 Jan. 1255, Samuel ben Isaac and Abraham ben Moses ben Isaac release of any claims a piece of land in Norwich in favour of a Norwich citizen, Stephen le Jouvene l'Albastier ("the Crossbowman"); Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, 123, 98 respectively.

54 Lipman, *Jews of Medieval Norwich*, 109.

55 *Ibid.*, no. XXX. For the deed of sale see n. 53 above.

our quitclaim, maintained a relatively strong position in business and community administration during his long life. His first mention in the sources dates to 1219 when he was appointed a member of a mixed Christian–Jewish inquest jury<sup>56</sup> and, a year later, he is again recorded as one of the jurors in the complicated case of Abraham Gabbai of Gloucester.<sup>57</sup> Samuel’s first moneylending transactions, still modest, appear alongside his father’s in the Norwich Day Book in 1224/5.<sup>58</sup> His last mention is in a quitclaim of 1273.<sup>59</sup>

Unlike about Isaac and his son Moses, we know little about Samuel’s private life. He was probably married; a wooden tally which acquits its holder of a part of his share in the tallage of 1241 bears on one of its faces the name of Samuel son of Isaac in Latin, whereas on the adjacent face, in Hebrew, one can read שמואל חתן ארשיל, *Shmuel hatan Ursell*, “Samuel the son-in-law of Ursell”.<sup>60</sup>



3 National Archives, Tally E402/3A, Latin inscription: “De Sam. fil. Is. de t. XX mill. m.” (“From Samuel son of Isaac, of the tallage of 20 thousand marks”, £1 6s 8d)



4 National Archives, Tally E402/3A, Hebrew inscription: שמואל חתן ארשיל זקוקים [ . . . ] מכ [ . . . ] (“Samuel son-in-law of Ursell, of 20 [thousand] marks”)

It is difficult to understand why the Latin and Hebrew inscriptions do

56 James M. Rigg, ed., *Calendar of the Plea Rolls of the Exchequer of the Jews preserved in the Public Record Office* (London: Macmillan, 1905), vol. 1, 13; Lipman, *Jews of Medieval Norwich*, 110.

57 Rigg, *Calendar of the Plea Rolls*, vol. 1, 49.

58 Lipman, *Jews of Medieval Norwich*, 110.

59 Rigg, *Calendar of the Plea Rolls*, vol. 2, 69.

60 NA (PRO) E402/3A, Tray 4 (21st tally on the tray), Worcester tallage of 1241 (20,000 marks); Olszowy–Schlanger, *Hebrew and Hebrew–Latin Documents*, tally no. VIII.

not correspond. In 1268, a “Samuel son-in-law of Ursell” appears in the Plea Rolls of the Exchequer of the Jews, under Rutland, in a claim against Nicholas Dulte.<sup>61</sup> It is uncertain whether he is the same person as Samuel of Norwich. However, in the case of the tally, the inscription pleads in favour of identifying him with Samuel of Norwich. The handwriting of the Hebrew inscription, despite the difference of writing supports and the poor preservation of the inscription on wood, is similar to the signatures of Samuel of Norwich in the parchment documents.

If Samuel son of Isaac and Samuel son-in-law of Ursell are the same person, it would be interesting to know more about Ursell. There were several individuals named Ursell in Norwich but the most likely candidate is Ursell (or Oshaya) ben Sampson le Blund, because he is mentioned in several documents contemporary to Isaac of Norwich and his sons. Westminster Abbey Muniment (WAM) 9008 of 15 March 1230 mentions his dealings with Richard son of Robert son of Walter of North Tuddenham; the same Richard was also indebted to Moses ben Isaac, whereas his father, Robert, borrowed from Samuel ben Isaac.<sup>62</sup> Both Samuel ben Isaac and Ursell ben Sampson witness a Latin document, WAM 6715A, on 20 October 1244.<sup>63</sup> The name of Ursell ben Sampson (spelt according to its French form, שׁוּנְשׁוֹן, Sunson) also appears on a tally (for the sum of 15s) concerning the 1241 tallage.<sup>64</sup> (This Ursell ben Sampson is probably different from Joshua or Ursell ben Sampson ha-Levi attested in a number of Norwich documents in the 1240s to 60s.)

We know nothing about Samuel’s descendants. A certain Isaac ben Samuel was a chirographer in Norwich and a scribe of several Hebrew charters.<sup>65</sup> It is not impossible, but uncertain, that he was the son of Samuel ben Isaac of Norwich.

As for his business activities, Samuel of Norwich appears as a party or witness in a large number of transactions and records in Hebrew<sup>66</sup> and

61 Rigg, *Calendar of the Plea Rolls*, vol. 1, 158.

62 Lipman, *Jews of Medieval Norwich*, 237, no. VIII.

63 *Ibid.*, 265, no. XV.

64 Birmingham Central Library, DV 256/307191 no. 4, in M. Adler, “Jewish Tallies of the Thirteenth Century”, *Misc. of the Jewish Historical Society of England* (1935), Birmingham Group A, no. 4; Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, tally no. LI.

65 WAM 6796 (written c. 1266–74), BL, Lansdowne Charter 666 (c. 1280), 667 (c. 1280), 669 (2 Dec. 1280); Olszowy-Schlanger; *Hebrew and Hebrew–Latin Documents*, 65, 180–82.

66 Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, 58, 63, 85, 92, 98, 103, 109, 110, 114, 122, 123, 135, 142, 217, tally no. VIII.

Latin,<sup>67</sup> sometimes forming partnerships with his nephew, Abraham ben Moses,<sup>68</sup> or with Abraham ben Deulecresse (alias Solomon).<sup>69</sup>

Samuel did not live in his father's mansion, identified with the still standing stone house in King's Street, Norwich,<sup>70</sup> but in a more modest house in the south of the Jewish quarter, to the west of the Cockey canal.<sup>71</sup> While some scholars enthusiastically consider him and his father as rabbis, scholars, or even physicians,<sup>72</sup> there are no grounds to justify such claims to any high intellectual qualifications. These claims are based on WAM 6852, written c. 1250, where Hayyim ben Aharon calls Samuel מורי הנדיב, *mori ha-nadiv*, "my generous teacher", and gives the same title to his father.<sup>73</sup> However, Hayyim refers to his own father as מורי, *mori*, "my teacher", too. Moreover, in WAM 6852, Samuel buys a bond clearly to Hayyim's advantage and promises to pay Hayyim's tax to the authorities (שלטון, *shilṭon*). Vivian Lipman had already suggested that this incongruous reference to Samuel's learning was probably flattery rather than a faithful description of his intellectual achievements and status.<sup>74</sup>

Indeed, when the community of Norwich had to constitute a rabbinic arbitration tribunal (*beth din*), Samuel or Isaac are never attested as jurors. Their signatures are consistently absent from among the signatures of the three judges elected *ad hoc* among the most learned and trusted community members.<sup>75</sup> This is not to say that Samuel did not occupy

67 Several references to his moneylending activities appear in the records of the Exchequer of the Jews, e.g. Rigg, *Calendar of the Plea Rolls*, vol. 1, 57–8, 60–62, 65, 72, 73, 79, 80, 84, 85, 89, 98–100, 104, 105, 108–11, 123, 126, 141, 156, 224.

68 E.g. WAM 6853, Samuel ben Isaac and Abraham ben Moses ben Isaac buy a house and land in Norwich, in the parish of St Peter, from Joseph ben Moses ha-Levi; Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, I, no. 123.

69 WAM 6789, 2 April 1257, Samuel ben Isaac and Abraham ben Solomon (=Deleucresse) buy jointly a property in Norwich; Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, vol. 1, no. 58.

70 Lipman, *Jews of Medieval Norwich*, 112.

71 Samuel is mentioned as one of the neighbours in WAM 6840 and its copy 6816; he sold the house in 1266: WAM 6794; Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, vol. 1, no. 110, 85, 63 respectively.

72 E.g. Robert C. Stacey, "The English Jews under Henry III", in *The Jews in Medieval Britain: Historical, Literary and Archaeological Perspectives*, ed. P. Skinner (Woodbridge: Boydell Press, 2003), 47.

73 Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, vol. 1, no. 122.

74 Lipman, *Jews of Medieval Norwich*, 152.

75 On Jewish *ad hoc* tribunals, see Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, I, pp. 26–8. Only eleven documents contain the mention of a *beth din*: no. 26, 62, 66, 71, 88, 90, 93, 105, 117, 137, 149. For a list of the judges in Norwich, see Lipman, *Jews of Medieval Norwich*, 151–2.

official functions. In 1241, he was the leading representative of Norwich Jewry at the Worcester Parliament, as noted earlier, and with the other delegates was made personally responsible for allocating the individual shares and for collecting and paying the large tax of 20,000 marks imposed on the Jewish community as a whole.<sup>76</sup> This thankless task involved not only working with the sheriff to collect the tallage but also paying a lion's share himself. The share of the entire Norwich community in this tallage was £215 4s 8d. There are records of Samuel's personal payments towards this share on 15 November 1241 and 11 and 17 March 1242, amounting to a total of £69.<sup>77</sup> This personal contribution amounts therefore to nearly a third of his community's share and was probably even larger. Indeed, the wooden tally illustrated earlier (now in the National Archives) is a receipt for a payment by Samuel ben Isaac of £1 6s 8d, which does not correspond to any of the three registered instalments.

In 1255, again, Samuel and his business partner, Abraham ben Deulercresse, were appointed as the king's bailiffs for tax collection.<sup>78</sup> Samuel was also appointed to the function of chirographer (the king's official in charge of the transactions and their registration) and occupied this position from 1252 to 1259.<sup>79</sup> As such, he was also in charge of drawing up documents, even if some chirographers were helped by more skilled scribes.

Samuel was of course a proficient writer, as his signatures on our quitclaim and in WAM 6865, 6839, 6794, and 6872<sup>80</sup> show: on the last Samuel signs his name although he is not a witness but a party of the contract, the vendor of a property in Norwich. He was also probably the scribe of WAM 6828, in which the style of his signature matches the main text (see plate 5f).<sup>81</sup>

However, sometimes other scribes wrote the body of the document for him to sign. Our document was thus written by another person and signed by Samuel. The same anonymous scribe copied WAM 6865 (an undated *licentia*, probably written c. 1236), also formulated in the name of Samuel

76 Henry C. Maxwell Lyte, ed., *Calendar of Close Rolls, Henry III: Volume 4, 1237–1242* (London: HMSO, 1911), 353; see Lipman, *Jews of Medieval Norwich*, 110.

77 Robert Stacey, "Royal Taxation and Social Structure of Medieval Anglo-Jewry: The Tallages of 1239–1242", *Hebrew Union College Annual* 56 (1985): 23.

78 *Calendar of Close Rolls, Henry III: 1254–1256* (London: HMSO, 1931), 1255, 439; see Lipman, *Jews of Medieval Norwich*, 143.

79 See the list in Lipman, *Jews of Medieval Norwich*, 78.

80 Olszowy-Schlanger, *Hebrew and Hebrew–Latin Documents*, vol. 1, no. 63, 109, 135, 142.

81 *Ibid.*, 98.

שמאלון הנריב  
זיעחק מעין

a

שמאלון הנריב

b

שמאלון הנריב

c

שמאלון הנריב זיעחק מעין

d

שמאלון הנריב

e

שמאלון הנריב זיעחק מעין

f

5 Signatures of Samuel of Norwich: a our quitclaim; b WAM 6865 (licentia); c WAM 6839 (sale of a bond); d WAM 6794 (sale of land); e WAM 6872 (property sale); f WAM 6828 (remittance)

Fod. Wam. Wandm. abim. adg. u.  
 הכי המסוס חטה הורה הורה הורה טפסית לבעלי הכותשין וכוונתן ליהנות ולמדי שיחפץ וכו'  
 להכיר ולמסוס כי הקדעות והמסוס והיחון שהיה מקדק יום פקדון שנת שלשים ושש ואך העי  
 בן הולך יתן דין הקדעות והמסוס והיחון שהין הקדס ויקדט ועולותיה או למוטט כמ שין  
 יבנו ולא יודעי ולא ידעי חורי וכו' הנריב ל' צחק מעדןן ולאו טוס יהודי שפעל אית אן וטה  
 המסוס והמסוס יטון ופלו טוס דבר על הקדקע והמס והמסן שמוטט בעלותי הודק יום פקדון המסוס  
 גמריהם השלה על סופו כפלה טוס חוכ שנתחייב (י יקדט ועולותיה ויודעט כמ דוס יכ)  
 טוס יהודי שפעל אית אן וטה המסוס (עניע עליו יו על יודשין כפי אל דברי השטר זה  
 חבדון על על ידעי להגיס ולפוסס נק המעמדים וזה שהודט חתני שמואל בן הריב  
זיעחק מעדןן

הנריב המסוס חטה הורה ויטר בעונין נמריהם עיב הוצען  
 בשומוס דומעט שיקן חמבת ומה העשורה לט יוטר  
 בשם חורי יוב ושם יתן לנשואותי וכוני הוגל פולט ודות  
 שנת היות שבע לתייה וזה שהודט חמבת  
שמואל מעדןן

בפעם חתומי חטה הורה הריב ז' צחק מ הנריב ויחויב והורה ז' חטה בן  
 ז' צחק המסוס למעלה חטו מן ה' גם היוספז ויזור לט דין אשר כסס הנריב  
 המסוס וכשם גלויי ויטפיו וכן החותם ויחוש חיות דין חטה שלם חטה המסוס  
 למעלה וכשם גלויי הקוב למעלה חטו חותמות הנקובים כמן ויכל השכן אשר יטפון  
 חטו השע חותמות יש החע לעיב ז' צחק הקוב למעלה וחמיו השיעט ל' חטה הנקוב  
 וכן העשויים ושלה דין ועשרה ה' חטו דויור כמ פועל טעה חטוילן השב חותמות  
 יהיה החע לעיב ז' צחק המסוס ומה ל' חטה המסוס וכשימפשו דויור השעני מן  
 יחשין חלקן המסוס כעמס נשכעו טעהם בפעם שחילת חמין שיקחיו חילן המסוס  
 כפיהם ופלו יסוה חזר חמס גלילת חילן החותמות טעם דין כפון אום  
 כטור כטור החעני חטור וכן חולד בפעם אשר חיוס בעמס החותמות  
 לקחו כ אחר חמס כפי חלקן חמין לחזר חמס טוס עניע על חמין חמין  
 חמין החותמות חיוס כעמס החותמות על יום עשיית זה החטו  
 עשר כמכט חכ שנת חתק'ה כמכ כמות ה' ויה שהודט

6 Comparison of the handwriting of our starr (top) with two other documents from Norwich related to the Jurnet family, WAM 6865, the licentia (middle), and WAM 6867, a partnership in a bond (bottom)

and signed by him, as well as WAM 6867, a partnership in a debt between Isaac of Norwich and his elder son, Moses, written between 29 July and 5 August 1235.<sup>82</sup> This scribe is therefore linked to the Jurnet family because his handwriting appears in the deeds accompanying their transactions. However, his handwriting differs from that of Samuel ben Isaac and of Abraham ben Moses, his nephew (who signed in WAM 6839).<sup>83</sup> It cannot, of course, be the handwriting of Moses son of Isaac, who was already dead at the time when our quitclaim was written. The scribe was most probably a secretary or attorney working for the family.

In any case, it was as a king's official rather than as a scholar or a judge that Samuel contributed to the administration of the community, in the difficult and sometimes dangerous capacity of an intermediary between the Jews and the Crown.

As well as these official responsibilities, Samuel had to face growing financial difficulties. Some were clearly related to his family situation. His father's fabulous wealth led to heavy taxation and exorbitant fines. When Isaac was imprisoned in the Tower of London in 1210, probably as one of many wealthy victims of the *captio Iudeorum*, "the seizure of the Jews", that preceded the Bristol tallage, he regained his freedom only after promising to pay a fine of 10,000 marks, as noted earlier.<sup>84</sup> In 1219, Isaac was suing before the Justices of the Jews none other than the abbot of Westminster.<sup>85</sup> In 1241, five years after Isaac's death, his heirs were still paying the arrears of his 1210 fine, and owed an important sum of £4,879.<sup>86</sup> As Isaac's heir (the right to inherit was granted to Moses and Samuel as early as 1228<sup>87</sup> but Moses died only five years after his father), Samuel took possession of some of the loans contracted with his father. It is possible that our quitclaim of 1249, fourteen years after Isaac's death, terminates such an ancient loan. Indeed, the formulation "either I or my heirs or the heirs of my Master my father, the Generous R. Isaac of Norwich" (lines 3–4) suggests that the loan of Ernald and Richard of Thorley was made by Isaac. Inheritance of the bonds, however, was by no means a simple matter. The death of a Jewish financier involved paying "death duties" to the king and

82 Ibid., 135, 137.

83 Ibid., 109.

84 See Richardson, *English Jewry*, 168–70.

85 See *ibid.*, 184.

86 Pipe Rolls, 26 Henry III, in Lewin, *Great Roll of the Pipe*, 201; see Lipman, *Jews of Medieval Norwich*, 105.

87 Close Rolls, 1228, vol. 1, 76; see Lipman, *Jews of Medieval Norwich*, 108.

the consecutive deaths in the family – Isaac in 1235/6, Moses in 1241, his son Abraham in 1255 – weakened the finances of their heir, Samuel. In 1253, the conversion of Abraham’s brother, Hake, had a similar effect: in England, all the chattels of a convert escheated fully to the king. On 27 July 1255, the king granted Samuel the right to his inheritance but not before deducting a lion’s share of the bonds.<sup>88</sup>

In addition to these family tragedies, the financial situation of Samuel must have been undermined by the general financial situation of his time. Henry III’s financial needs increased in the 1240s because of his spending on military campaigns. To solve his financial troubles, the king called on the resources of “his” Jews. A series of heavy tallages proved a blow, even (or especially) for the wealthiest of them.<sup>89</sup> The short-sighted fiscal policy led to a rapid decline in the leading financiers’ economic strength and potential. Moreover, the king urgently needed the cash. Whereas in the first years of his reign the Jews could pay their tallage shares in bonds collected from the debtors by the king’s administration, from c. 1240 onwards the Jews usually had to pay in ready cash. In order to fulfil this requirement, Jewish creditors were forced to liquidate the bonds, often to their disadvantage.<sup>90</sup> It is not only through chance preservation that in the period between 1240 and 1260 the number of quitclaims releasing the debtors from their loans and liens on the gaged properties increased exponentially, as did the speculative market in the sales of the debts to Christian worthies and institutions.<sup>91</sup> The present quitclaim in favour of a wealthy merchant from Lynn who was able to redeem the debt of Ernard and his father is probably one of many that Samuel ben Isaac had to draw up in that difficult time.

Like most Jewish magnates of his generation, Samuel of Norwich probably became impoverished. Although he was able to face the tallage of 1241, the scale of his dealings has nothing in common with his father’s opulence. In the 1240s and 50s, Samuel bought properties and shares in debts but he also parted with his different assets. The redeeming of

88 WAM 6932; Lipman, *Jews of Medieval Norwich*, no. XXX.

89 Robert C. Stacey, *Politics, Policy, and Finance under Henry III 1216–1245* (Oxford: Oxford University Press, 1987), 143–50.

90 Robert C. Stacey, “1240–1260: A Watershed in Anglo-Jewish Relations?”, *Historical Research* 61, no. 145 (June 1988): 145.

91 Judith Olszowy-Schlanger, “Le roi et ses juifs – les juifs et leur roi: Henri III dans les documents hébreux de l’Angleterre médiévale”, in *Saint Louis et les juifs: politique et idéologie sous le règne de Louis IX*, ed. P. Salmona and J. Sibon (Paris: Editions du Patrimoine, 2015), 158–9.

Samuel's bonds, like our quitclaim, tells a tale of a financier in serious need of money. He was also selling his shares in debts, like that in the debt of Robert of Kertlings, sold in 1254 to Moses ben Berakhiah Crespin (the son of his father's business associate).<sup>92</sup> In 1266, Samuel sold his Norwich house to John Butte, the son of Henry and his wife Amice. After this date, he is no longer mentioned in the records from Norwich. If the aforementioned entry of 1273 concerns him and not a namesake, he was still alive in the early part of Edward I's reign. However, there is no doubt that the years of the Barons' Wars put an end to the prosperity and maybe to the very existence of the family of these once leading financiers.

It is possible that the transaction in Lynn is one of the liquidations of the bonds related to Samuel's growing financial problems. In any case, it reflects the involvement of the Jurnets from Norwich in the town of Lynn. It seems that the family already had extensive interests in Lynn in Isaac's time. Until 1218, Isaac owned a house in Lynn (confiscated in that year and granted to Ralf Romene<sup>93</sup>) and by his death in 1235/6 he possessed no less than six houses in the city.<sup>94</sup> His lending of moneys to Lynn individuals is also attested, including the mention twenty years after his death of a tally of a loan to Simon Scarf of "Lenn".<sup>95</sup> Isaac's grandson, Abraham, still owned four houses in Lynn in 1248. It seems that the opulent Norwich family extended their business to Lynn because the town offered exceptional opportunities. One of the largest ports of international trade, essential for the export of salt and grain brought from Cambridge and Huntingdon and for the import of fish and furs from Scandinavia, Iceland, and the Baltic regions, Lynn was an attractive business centre. The Jurnet family extended their credit operation to this town which, with its two weekly markets, annual St Margaret's fair, and regular arrival of goods to its wharves, was certainly full of merchants in need of credit. It is also possible that, in addition to loan-broking, Isaac and his family traded in imported commodities for which Lynn was famous (as was the town of Norwich). When in 1223 Isaac's fine was controlled by Henry III's unpopular guardian, Bishop Peter des Roches, Isaac delivered 58,000

92 The original has not been identified in the NA but was published by Davis, *Shetarot*, no. 93; see Olszowy-Schlanger, *Hebrew and Hebrew-Latin Documents*, vol. 2, no. 217.

93 Thomas D. Hardy, ed., *Rotuli litterarum clausurarum in Turri londonensi asservati*, 2 vols (London: Record Commission, 1833-34), vol. 1, 367; see Owen, *Making of King's Lynn*, 269.

94 Lipman, *Jews of Medieval Norwich*, 103; Joe and Caroline Hillaby, *The Palgrave Dictionary of Medieval Anglo-Jewish History* (Houndmills: Palgrave Macmillan, 2013), 260-62.

95 WAM 6932, 27 July 1255; Lipman, *Jews of Medieval Norwich*, no. XXX.

herrings to the bishop's residence in Southwark in London. A few years earlier, a London associate of Isaac, Benedict Crespin, had also delivered loads of herrings to the Southwark residence.<sup>96</sup> The quantities of herrings involved in these deliveries suggest that Isaac and his associates might have traded in salted fish and participated in the growing trade network of this precious staple food of the north.

Indeed, salted fish had progressively become the backbone of the northern European economy from the eleventh century onwards and Jewish merchants must have been aware of the opportunities it offered.<sup>97</sup> A responsum recorded by Meir of Rothenburg (Maharam, c. 1215–1298) but originally addressed to a much earlier scholar, Judah ha-Cohen of Mainz, a disciple of Rabbenu Gershom Meor ha-Golah in the eleventh century, tells a story of a business competition and partnership arrangement between two Jewish merchants trading in salted fish: "Reuben and Shimon were in the same town, and Reuven had a boat loaded with salted fish to take to another town. Shimon also wanted to take a boatload of fish to the same town. He [Reuben told him: why should you bother with fish when I have already a load bought for so many pounds? Go to the fair so-and-so and buy merchandise for the same amount as I have invested in fish. Then I will sell the fish and you will sell the merchandise that you will bring. Each one of us will retrieve his invested capital, and we will divide the profit in equal shares".<sup>98</sup> Although the extant archival sources suggest that Jewish wealth in medieval England was built mostly on moneylending, it is likely that some of them, such as Isaac of Norwich, continued to trade on a large scale in the twelfth and thirteenth centuries, notably in salted fish.

The spread and attractiveness of trade in this "long conservation" staple source of protein prompted northern European rabbis to decide whether salted fish is actually kosher and fit for Jewish consumption. The

96 See sources and discussion in N. Vincent, *Peter des Roches, an Alien in English Politics 1205–1238* (Cambridge: Cambridge University Press, 1996), 179.

97 For Jewish trade in herrings in Central Europe in the early modern period, see A. Teller, "Jews in the Polish-Lithuanian economy (1453–1795)", in *The Cambridge History of Judaism: VII, The Early Modern World, 1500–1815*, ed. J. Karp and A. Sutcliffe (Cambridge: Cambridge University Press, 2018), 581.

98 A.-M. Bloch, ed., *Responsa of Meir ben Barukh of Rothenburg* (Hebrew; Prague and Budapest, 1891), vol. 4, par. 898:

ראובן ושמעון שהיו בעיר אחת והיה לראובן ספינה אחת טעונה דגים מלוחים כדי להוליכה לעיר אחרת ומצא שמעון שהיה רוצה לטעון ספינה אחת דגים להוליכה גם [כן] לאותה העיר א"ל מה לך עתה ולדגים יש לי ספינה אחת טעונה מהן לקוחי' בכך וכך ליטר' לך לאותו יריד פלוני וקנה שם פרקמטיא בכמות אותו הכסף שנתתי בדגים ואני אמכור הדגים ואתה תמכור מה שתביא וכשנבא יחד יוציא כל א' קרן שלו והריוח נחלקו ביחד וכן עשו.

discussions on salted fish seem to appear in rabbinic sources as early as the late eleventh and the beginning of the twelfth century. The *Siddur Rashi*, a compendium of Halakhah and liturgy composed by the disciples of Rashi of Troyes, warns against eating salted fish, because there is a danger that clean and unclean species are caught and salted together; since salting is likened to boiling, co-salting with unsuitable species makes clean fish unclean. However, herring, referred to by their vernacular name *הריג"ש*, *herigs*, “herrings”, are described as “being customarily authorized among the people, because the unclean species are not fished with them, and they are salted separately”.<sup>99</sup> A similar authorization is attributed to Rashi’s grandson, Samuel ben Meir (Rashbam, c. 1085–c. 1158), cited by Isaac ben Moses of Vienna in his opus magnum, *Or Zaru’a*, written c. 1260.<sup>100</sup> At the beginning of the thirteenth century, the *Sefer ha-Terumah* (Book of Heave-Offerings), a legal compendium composed by a French scholar, Barukh ben Isaac, around 1202, authorized herring as kosher for Passover, despite the fact that salting was done by unsupervised non-Jews (indeed, fish was usually treated fresh when still on the fishing boats). Barukh ben Isaac glosses the Hebrew *דג מלוח*, *dag maluah*, “salted fish”, with its vernacular Old Germanic tradename, *הראנייש*, *herenies*, “herrin[gs]”.<sup>101</sup>

These and other literary sources reveal that rabbinic sages reacted to the booming herring trade and its presence on the table. To return to the Jurnet family, the sea trade may also be one reason why Isaac of Norwich successfully applied in 1225 for building permission to extend his house backing onto the river and to make a private quay, as was done by his neighbour, Henry de Stowe.<sup>102</sup> Such a private wharf attached to Isaac’s house would facilitate connections and the river transport of goods between Lynn and Norwich.

As for the credit market, it is also possible that in the thirteenth century the rich Jews from Norwich did not encounter strong local competition. Indeed, the Jewish community of Lynn had a particularly short and tragic history. They had settled there in the mid-twelfth century, when the

99 *Siddur Rashi*, par. 611:

... ונתנו אל יסוד בסתם דגים מלוחים, מפני שדגים מלוחים טמאים [אין] עולין ונמלחין עמהם ומלוח הרי הוא כרותה, ולכך אותו דג שקורין הריג"ש נהגו העם בהם היתר מפני שאין טמאים עולין עמהם, ולבדן הם נמלחים.

100 Isaac ben Moses of Vienna, *Or Zaru’a*, part IV, *Avodah Zarah*, par. 195.

101 *Sefer ha-Terumah* (ed. Zolkiev, 1811), *Hilkhot Issur ve-Hetter*, par. 55. On Barukh ben Isaac, his French rather than German origin and his study with Isaac of Dampierre, see S. Emanuel, “Biographical Data on R. Barukh b. Isaac”, *Tarbiz* 69 (Hebrew; 2000): 423–40.

102 Close Rolls, 9 Henry III (Old Series), vol. 2, 67; see Lipman, *Jews of Medieval Norwich*, 112; Vincent, *Peter des Roches*, 179.

economically vibrant town, developed at the end of the eleventh century by Herbert de Losinga, Bishop of Norwich, expanded considerably to the north, beyond the Purfleet river. The linking of the older settlement with the new extension by a bridge, and the creation of a new weekly market on Tuesday (the old part of the town had its market on Saturdays) attracted new inhabitants, Jews and Christians alike. It seems that at least some Jewish families who settled in Lynn came from the small settlement that William d'Aubigny had founded in 1138 around Castle Rising, situated only six kilometres from Lynn. Although there is no direct evidence for that, it is likely that Jews who settled in Rising were involved in the mint that d'Aubigny established there in 1145. Indeed, when Henry II closed this and some other baronial mints in 1154, many Jews of Rising moved out, some of them to Lynn.<sup>103</sup> Thus, at the time of Richard I, a certain Deulebeneie of Rising was lending money in Lynn.<sup>104</sup> In January 1190, the small Jewish community of Lynn became the victim of a fierce attack, described in William of Newburgh's *History of English Affairs* (1198) as perpetrated by armed young men on their way to the (third) Crusade.<sup>105</sup> Some managed to flee, others were killed, and their houses burned (probably the case for Deleubeneie "Iudeus de Risinges", who could not pay his due to the Crown because "he died in the fire of Lynn").<sup>106</sup> Despite the thriving economy of Lynn, the local Jewish community does not seem to have re-settled there after the massacre. Lynn is absent from the list of Jewish communities which contributed to the Northampton Donum in 1194 and does not figure as a distinct community in the thirteenth-century tax rolls. In 1270–71, there is a mention of the transfer to the Tower of London of the archae of the Jews of Norwich, Sudbury, and Lynn, which indicates Jewish business activities there.<sup>107</sup> However, as was the case with Isaac of Norwich and his son Samuel after him, Jewish financiers providing credit in Lynn and owning properties there probably lived elsewhere.

103 Hillaby, *Palgrave Dictionary*, 87–8.

104 See Dorothy M. Stenton, ed., *The Great Rolls of the Pipe of the Third and Fourth Years of the Reign of King Richard the First*, Mich. 1191 and Mich. 1192 (London: Pipe Roll Society 31, 1926), 182.

105 R. Howlett, ed., *Chronicles of the Reigns of Stephen, Henry II., and Richard I.*, vol. I *Containing the First Four Books of the Historia Rerum Anglicarum of William of Newburgh* (London: Rolls Series, 1884), 309–10.

106 Stenton, *Great Rolls*, 182.

107 *Calendar of the Liberate Rolls, 1226–[1272]* (London: Public Record Office, 1916–64), 12 February 1271 (no. 1417); see Lipman, *Jews of Medieval Norwich*, 20.

### Conclusions

The Hebrew starr newly discovered in the Cholmondeley (Houghton) manuscripts collection and the Latin charter to which it is attached shed light on credit operations and land transfer in Norfolk, in the middle of the thirteenth century. This transaction involves a reunion round a town clerk's desk of three individuals, whose identity and background would make such a meeting less likely in any other circumstances. Impoverished gentry, Richard and Ernard of Thorley, had borrowed money from Isaac and Samuel of Norwich and mortgaged their plot of marshland to guarantee it, but then found it difficult to pay back the loan. The Jewish moneylenders, for their part, urgently needed cash to pay the increasing tallages imposed by Henry III. Bartholomew of Beauvais, a wealthy urban merchant, stepped in to redeem the debt of Richard and Ernard of Thorley and thus acquire land properties. This three-way transaction, attesting to the growing economic power of wealthy townsmen and merchants, is symptomatic of the economic changes occurring in thirteenth-century England.

At first glance it is difficult to understand the deed's whereabouts in the following centuries and how exactly it relates to the Walpoles. Estate collections can be simultaneously fascinating and frustrating. The complicated interconnections between and within families over many centuries often led to land being bought, sold, transferred, and broken up in a kaleidoscopic pattern. From an archival perspective, the ideal situation is when the supporting documents are transferred with the land through all its changes of ownership but this is not always the case. The Walpole family amassed land in Norfolk, Suffolk, and elsewhere from the thirteenth century through purchases and advantageous marriages; then in 1697, Colonel Robert Walpole (the father of the prime minister) bought lands in Dersingham and West Winch from the Pell family. It is reasonable to speculate that this is when the document came to Houghton Hall, to be donated and discovered 250 years later in Cambridge University Library.

