INSPEXIMUS CHARTERS.

On a previous page may be seen a novel specimen of "a crushing rejoinder"; it consists of a reference to two casual opinions, and one dubious instance. The dispute which this rejoinder is supposed to settle, relates to *early* inspeximuses, but it does not appear that Sir Francis Palgrave was alluding to such records at all, and it is certain that Mr. Riley was *not*. Nor were these two great writers dealing with the subject thoroughly, but only in passing. *Obiter dicta* cannot be accepted as final judgments. Doubtless Mr. Round has done his level best to obtain all the support he could for his allegation, so we may take it that there is no consensus of opinion against such charters; and even if there were, it is not backed up by facts.

No attempt need be made to fix the precise date at which *early* inspeximuses end, and *late* inspeximuses begin. Their respective periods may indeed overlap each other. Most corporations would obtain a Royal confirmation of their ancient charters under the stringent Act of 13 Edward I., and wherever that was done within a reasonable time —say before 1350—such confirmations are entitled to the highest respect, on the principle that "new brooms sweep clean." But if a corporation did not take proceedings till long after that Act, or if, after obtaining an *early* inspeximus, it subsequently obtained a *late* inspeximus which professes to quote earlier charters than those recited in the former, then the confirmation so obtained may be regarded with suspicion.

Now the latter case is precisely the case of Croyland, which Mr. Round refers to. The Abbey *did* obtain a confirmation of its ancient charters as early as 35 Edward I., 1307, when the Abbot produced those of Stephen and subsequent kings; it being well known that all its earlier muniments had perished by fire. The so-called charters of Æthelbald and Eadred must therefore have been regarded by this Abbot as fabrications, and of no authority, but their nature was probably unknown to the later Abbot, who obtained their inspection in 1393; and certainly the Chancellor of Richard II. could not have been a good judge of documents which professed to be dated in 716 and 948 respectively. That is a very different case to the one which gave rise to this discussion.

Mr. Riley believed that these pretended Anglo-Saxon charters were forged in the fifteenth century, but they were really the productions of our old friend Ingulph, and therefore of respectable antiquity. We may suspect anything that comes from that quarter, but we must take care not to get "Ingulph on the brain," or we shall become unduly sceptical in other directions.

It should be noted that Richard II. confirmed the *lands* mentioned in the recitals only so far as they had been reasonably had and held, and the *liberties* only so far as they had been reasonably used and enjoyed. This was the common form in use at that period.

We are thus left without a solitary instance affecting the credibility of early inspeximuses, and so far there is only one late instance. Mr. Round may well say that "it is useless to waste time in arguing" on the subject, but it is difficult to see on what grounds "scholars" are supposed to be "familiar" with what has never yet been established. It would certainly "throttle historical research" to suspect all these priceless records on such inadequate grounds.

Against the Tewkesbury charter in particular no case has been made out whatever; it has not been proved to clash with other charters in any way. So far from Robert Earl of Meulan, or Leicester, having been a "boy" in 1121, he himself claimed to have been brought up at Abingdon in the time of King William I.[1] He must therefore have been of a great age at his death in 1168; but this is not surprising for he occupied the earldom for fifty years after he succeeded his father, who was an old man in 1118. Perhaps it will be allowed that I was not the person who "gave himself away" in dealing with this subject.

I have no wish to prolong this controversy by giving even the briefest *résumé* of the undefended blunders which I pointed out, or of the unproved accusations of which I complained. The only serious mistake on my own part occurred where I gave a rough sketch of the manner in which my original paper might be continued, and that was in a footnote. I did not object to this being remarked upon, but to the grievous insinuation which was based upon it. If any "language" ensues under such circumstances, the languageor may be excused.

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