Indenture for the Rood Screen, dated October 6 1519

Although the original is lost, a copy of the indenture was made around 1600 by Sir Peter Manwood (son of Sir Roger) and this is in the British Library. The text below is based on a verbatim transcript of this document made by a Mr V J B Torr and published in the Journal Archaeologica Cantiana in 1932 (available on the parish website). Spelling and punctuation have been modernised and abbreviations expanded to make it easier for modern readers, but the wording has not been altered. There are some notes on archaic usage below.

This indenture, made the sixth day of October in the eleventh year of the reign of King Henry the Eight after the conquest of England, between John Rooe, Clerk Vicar of the parish church of St Stephen the Martyr of Hackington beside Canterbury of the one party, and Michael Boneversall of the town of Heth, carver, of the other party witnesseth that the said Michael hath covenanted and granted, and by this indenture covenanteth and granteth to make for the said John Rooe a new roodloft of seasonable, clean and substantial timber and boards for the parish church of St Stephen beforesaid, with houses and images in the same.

And the same rood loft in good proportion surely, workmanly and substantially wrought to be set and builded in the same parish church of Hackington in the place where the old loft is now set; and of the same length. The same new roodloft to be made, carven and wrought in every form of workmanship or better as now is wrought and made after the new roodloft now set and being in the parish church of the Holy Cross of Westgate in the City of Canterbury.

And the said new roodloft and other the premises well curiously and artificially to be made and wrought with all things thereunto pertaining by the said Michael in manner and form aforesaid to be set up and fully garnished with in the said parish church of Hackington at the proper costs and charges of the said Michael at this side of the Feast of Easter the which shall be in the year of our Lord God 1522.

And furthermore it is covenanted and agreed between the said parties and the same Michael covenanteth and granteth by this presence that the same Michael at his proper costs and charges shall find all manner of timber seasonable and other things convenient and necessary for the said new roodloft and other the premises of new to be made as well iron work as other, saving only the carriage of the same, the which shall be only at the costs and charges of the aforesaid John and his executors.

For the which works in manner and form aforesaid well surely, substantially, curiously and workmanly in good proportion to be made the said John Rooe shall content and pay, or do to be contented and paid to the foresaid Michael over and above seven pounds for workings of the same roodloft to the said Michael beforehand paid for every foot as shall extend, agreeing to the measurement of the length which the said new roodloft in form aforesaid there to be made set up and perfectly wrought, and of seasonable, clean and substantial timber and board as is aforesaid to be made twenty shillings; all the said works to be wrought and discharged fully for the said sum of twenty shillings a foot, no more, ne other sums to be thereof asked or demanded.

And the same money to be paid to the aforesaid Michael in the form following, that is to wit:

at the sealing of this indenture(October 6, 1519) and by the feast of St Michael the Archangel then next ensuing (Sept 29, 1520).

And the residue of the money to be paid at such time and when the said roodloft and other premises is full made and in due proportion set up and finished.

In witness whereof the parties aforesaid to these indentures interchangeably have set their seals the day and year above written.

Notes on some things which may puzzle modern readers

This document, which we would probably call a contract, is referred to as an 'indenture', and at one point as 'these indentures'. This term (now mostly used for a contract for an apprenticeship) comes from the medieval habit of writing a contract in duplicate on the same sheet, then separating the copies by cutting or tearing them apart to leave a jagged (toothed or 'indented') edge so that the two parts could be refitted to confirm authenticity. Each party would then retain one half. Since we only have a copy of the text we cannot tell whether this contract was written in this way.

The spelling and use of abbreviations in the verbatim transcript (which can be found at the end of the 1932 article on the church architecture) makes the text look very strange to modern eyes. Once this is updated however the style is not that different from modern legal documents, apart from a few archaic words and uses explained below. There is not much punctuation, but nor is there in modern contracts. Commas and semicolons have been added above to make the long repetitive sentences clearer.

The "eth" ending of third person verbs (witnesseth, covenanteth, granteth) was an alternative to our "s" ending (witnesses, covenants, grants) up to around 1700, particularly in the south of England - for example both forms are found in Shakespeare. This and some archaic words and uses (eg builded, carven) may feel familiar to those who know the Book of Common Prayer, because although this dates from 1662 much of it comes from much earlier texts composed or translated soon after this document was written.

We call the woodwork which exists today a screen, but when it was made its main purpose was to support images of Jesus being crucified with his mother and St John by his side. This was called a rood from the Old English 'rood' (related to our word rod) meaning a pole or cross, hence the whole thing was called a roodloft. The figures were destroyed at the Reformation and a new top made in the 19th century,

Some words have changed their meaning in the last 500 years:

wrought - an archaic past tense of the verb to work, meaning worked or made - now rarely used but still well-known in the phrase " wrought iron"

curiously - with great attention to detail - derived from a Latin word meaning careful.

artificially - made with skill (as in artifact)

executor - nowadays mostly used as someone responsible for carrying out (executing) a will; it had a wider meaning of anyone charged with a task by someone else.

proper costs - his own costs (derived from French 'propre' which still means one's own in modern French).