

SUMMARY: The document below is the lease for forty-one years of the manor of Tresithney in St Columb Minor, together with tenements of Bejowan manor in Kestle, granted by Oxford to his servant, Thomas Atkinson, on 28 January 1575, a few days before Oxford left on his continental tour. The consideration for the lease consisted of a fine of £83 6s 8d, and a yearly rent of £4 4d. Nothing further is known of Thomas Atkinson or his service to Oxford, unless he is the 'Atkins' referred to in Lord Burghley's memorandum of 10 July 1576 (see CP 157/131). A note on the back of the lease states that it was sealed and delivered in the presence of Oxford's receiver-general, Edward Hubberd, and one 'Clement Parrett'. It seems likely that this is the same Clement Parrett who wrote to Lord Burghley on 23 September 1575 from Venice, referring to his 'daily and continual service about my Lord' (see CP 160, ff. 74-5). The copy below is signed by Thomas Atkinson, and thus would have been Oxford's copy, and would likely have been delivered to Sir John Arundel (d.1590) after he purchased the manors of Tresithney and Bejowan on 20 December 1575. There are notes on the back of the document in a modern hand.

This indenture made the eight and twentieth day of January in the seventeenth year [=28 January 1575] of the reign of our Sovereign Lady Elizabeth by the grace of God Queen of England, France and Ireland, Defender of the Faith, etc., BETWEEN the right honourable Edward Vere, Earl of Oxenford, Lord Great Chamberlain of England, Viscount Bulbeck and Lord of Badlesmere and Scales of thone party, and Thomas Atkinson, gentleman, servant to the said Earl of thother party;

WITNESSETH that the said Earl, for and in consideration of the sum of fourscore three pounds six shillings eight pence [=£83 6s 8d] of good and lawful money of England to him, the said Earl, by the hands of the said Thomas Atkinson before th' ensealing hereof well and truly contented and paid, whereof and wherewith the said Earl knowledgeth himself fully paid and satisfied, and thereof, and of every part and parcel thereof, clearly acquiteth and dischargeth the said Thomas Atkinson, his executors and administrators, by these presents;

HATH demised, granted and to farm letten, and by these presents doth demise, grant and to farm let unto the said Thomas Atkinson all that the site of the manor of Tresithney in the county of Cornwall, and all the houses, barns, stables, edifices and buildings thereupon builded or situate, together with all the demesnes and demesne lands, tenements, lands, meadows, pastures, feedings and commons of the said manor with th' appurtenances in the county aforesaid, or elsewhere to the said manor belonging, or accepted, reputed or taken to be belonging or appertaining to the said manor of Tresithney, or as part, parcel or member of the said manor, late in the tenure or occupation of one John Coffer, and now in the tenure and occupation of the said Thomas Atkinson or of his assigns;

AND ALSO the said Earl for the consideration aforesaid hath demised, granted and to farm letten, and by these presents doth demise, grant and to farm let unto the said Thomas Atkinson all that tenement with th' appurtenances situate and being in Kestle in the said county of Cornwall, late in the tenure or occupation of Thomas Cosworth, and now in the tenure and occupation of the said Thomas Atkinson or of his assigns, and also all that tenement with th' appurtenances situate and being in Kestle aforesaid, sometime in the tenure of one John Cossewier, and late in the tenure or occupation of the foresaid Thomas Cosworth, and now in the tenure and occupation of the said Thomas Atkinson or of his assigns, which said tenements are parcel of the manor of Bejowan in the county aforesaid;

TO HAVE AND TO HOLD the said site, houses, barns, stables, edifices, buildings, demesne lands, tenements, lands, meadows, pastures, feedings, commons and the said tenements and all other the premises with th' appurtenances whatsoever to the said Thomas Atkinson, his executors and assigns, from the feast of St. Michael th' Archangel last past before the date hereof unto th' end and term of forty and one years from thence next ensuing and fully to be complete and ended;

YIELDING AND PAYING yearly during the said term to the said Earl, his heirs and assigns, for the said site and demesne lands of Tresithney and other the premises thereto belonging fifty-three shillings four pence, and for the said tenements in Kestle twenty-seven shillings of lawful money of England at two terms or feasts of the year, that is to say, at the feasts of th' Annunciation of Our Lady St. Mary the Virgin and St Michael th' Archangel by even portions to be paid during the said term;

AND ALSO YIELDING, paying and delivering to the said Earl, his heirs and assigns, for the said tenements and other the premises in Kestle aforesaid the best beast or cattle of the said Thomas Atkinson or of every possessor or occupier of the said tenements dying in possession of the premises, or forty shillings in lieu thereof, at the election and choice of the said Earl, his heirs and assigns, for and in the name of a heriot;

AND IF IT SHALL HAPPEN the said yearly rent above reserved to be behind and unpaid in part or in all by the space of six weeks after any of the feasts of payment aforesaid in which the same ought to be paid, being lawfully demanded, or if the best beast of every or any such occupier or possessor of the said tenements in Kestle aforesaid, or forty shillings in lieu thereof, be not paid or delivered to the said Earl, his heirs or assigns, for and in the name of a heriot after the death of the said Thomas Atkinson or of the occupier or possessor of the premises so dying in possession as aforesaid within one month after lawful request and demand thereof made, that then it shall and may be lawful to the said Earl, his heirs and assigns, into the premises above demised for which the rent or heriot shall be behind or unpaid, to enter and distrain, and the distress or distresses there taken to lead, drive, take, carry away, impound and detain until the said Earl, his heirs or assigns, shall be thereof and of every part and parcel thereof fully satisfied, contented and paid;

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AND THE SAID Earl for him, his heirs, executors and assigns, covenanteth and granteth to and with the said Thomas Atkinson, his executors and assigns, by these presents that he, the said Earl, his heirs and assigns, shall and will at all time and times hereafter at the costs and charges of the said Thomas Atkinson, his executors and assigns, do, knowledge and suffer to be done all and every such act & acts, device and devices, as by the said Thomas Atkinson, his executors and assigns, and every or any of them shall be reasonably devised and required to be done or suffered for the good assurance and sure making and devising unto the said Thomas Atkinson, his executors, administrators and assigns, of the premises above demised and every part and parcel thereof according to th' intent and meaning of these present indentures, with such reservations and covenants and every of them as is above mentioned and expressed;

IN WITNESS whereof the parties abovesaid to these present indentures interchangeably have set their seals the day and year first above-written.

Thomas Atkinson

Sealed & delivered in the presence of Edward Hubberd, receiver, and Clement Parrett.

Mr Atkinson's counterpane