

SUMMARY: The document below is the copy enrolled on the Close Rolls on 19 December 1563 of an indenture dated 11 December 1563 between Robert Burbage (d.1575) of Hayes Park Hall, on the one part, and Oxford's father-in-law, Sir William Cecil, later Lord Burghley, the Queen's Attorney-General, Gilbert Gerard, and Lord Burghley's servant, Robert Alford of Hitcham, on the other part, for the sale to Cecil of Burbage's manor of Theobalds alias Tongs. Lord Burghley built his mansion of Theobalds on the site.

In his 1575 will (see TNA PROB 11/57/448), Robert Burbage states that he had sold the manor of Tongs [=Theobalds alias Tongs] to Cecil:

Item, I do also require you that there be paid yearly unto my brother, Edmund Burbage, his annuity which I granted unto him of four marks by the year going out of the manor of Tongs before I sold the same unto my Lord Treasurer, and so much the rather because I stand bound to my Lord Treasurer in recognizance to save him harmless for the said payment of four marks by the year, which recognizance may be extended upon such lands of mine in Middlesex which I have executed estate unto you; I have found my foresaid brother very natural unto me and that is all the countenance that he hath to take to.

However the sale was more complicated than the statement in the will would indicate. Robert Burbage had been granted the manors by his father, Thomas Burbage (d.1560), after whose death a fine was levied in the Court of Common Pleas on 6 October 1560 between Robert Burbage and William Slywright (d.1578) and Thomas Butler, likely for the purpose of establishing Robert Burbage's clear title to the manors. For the fine, see TNA CP 25/2/155/2097/2ELIZIMICH, Item 10.

In the following year, on 2 April 1561, Robert Burbage granted the manors in fee-farm at an annual rent of £83 to John Elyott and his wife, Eleanor, subject to the dower of Robert Burbage's stepmother, Eleanor Burbage, widow of Thomas Burbage (d.1560), and subject to annuities to Robert Burbage's brothers, Ninian Burbage and Edmund Burbage. For the indenture see TNA C 54/583, Nos. 18-19.

According to the *OED*, fee-farm is 'that kind of tenure by which land is held in fee-simple subject to a perpetual fixed rent, without any other services'. Burbage's sale in fee-farm to the Elyotts thus did not constitute an outright sale in fee simple. The indenture below states that the Elyotts sold their fee-farm interest to Cecil separately, and that Robert Burbage now assigns his interest vis-à-vis the Elyotts for £200 to the use of Gerard and Alford, who were acting as Cecil's trustees in that respect. For the copy of the deed dated 10 February 1564, enrolled on the Close Rolls on 13 March 1564, by which Gerard and Alford transferred to Cecil the interest granted them in the indenture below, see TNA C 54/666, No. 65. For Sir Gilbert Gerard (d. 4 February 1593), see the *ODNB* article. For Roger Alford (d. 16 July 1580) of Hitcham, Buckinghamshire, see his will, TNA PROB 11/62/442.

In addition, Cecil required the Elyotts to enter into a fine on 27 January 1564 to legally extinguish their fee-farm interest (see TNA CP 25/2/155/2109/6ELIZIHIL, Item 8).

The indenture then goes on to provide for Cecil's purchase from Robert Burbage of the fee simple of the manors for £1228 10s, to be paid in two instalments at the west door of Saint Paul's, the first instalment of £300 on 18 January 1564, and the second instalment of £928 10s on 1 November 1564.

For the manors of Theobalds, Tongs, Clays and Cressbroke, see also:

'Parishes: Cheshunt', in *A History of the County of Hertford: Volume 3*, ed. William Page (London, 1912), pp. 441-458 <http://www.british-history.ac.uk/vch/herts/vol3/pp441-458>.

Although the link between the family of Robert Burbage of Park Hall in Hayes, Middlesex, and the family of the builder of the first London theatre, James Burbage, has not been found, Robert Burbage of Park Hall bore the same Burbage coat of arms as James Burbage's son, Cuthbert Burbage. See the pedigree of Burbage of Park Hall in Armytage, George John, ed., *Middlesex Pedigrees as Collected by Richard Mundy*, (London: Harleian Society, 1914), Vol. LXV, p. 80 at:

<https://archive.org/stream/middlesexpedigre65mund#page/78/mode/2up>.

See also the pedigree of Cuthbert Burbage in Howard, Joseph Jackson and Joseph Lemuel Chester, eds., *The Visitation of London*, (London: Harleian Society, 1880), Vol. XV, p. 121 at:

<https://archive.org/stream/visitationoflond01stge#page/120/mode/2up>.

Although the identification is not certain, it seems possible that John Elyott and his wife, Eleanor, parties to the indenture of 2 April 1561, were John Elliott, outlawed for debt in 1566, and his wife, Eleanor Newton (for whose will see TNA PROB 11/73/55). Eleanor Newton Elliott (d.1588) was the sister Lord Cobham's wife, Frances Newton (for whom see the *ODNB* entry).

For the fine mentioned in the indenture below between Thomas Burbage (d.1560) and his second wife, Eleanor, and George Pawlet and John Pawlet, See Hardy, W.J. and W. Page, *A Calendar of the Feet of Fines for London & Middlesex*, (London: Hardy & Page, 1893), Vol. II, pp. 73-4 at:

<https://archive.org/stream/acalendartofeet02pagegoog#page/n80/mode/2up>.

For three recognizances made pursuant to the indenture below, see TNA C 54/653, No. 73; TNA C 54/653, No. 74; and TNA C 54/670, No. 24. For an acquittance in connection with the indenture below see TNA C 54/680, No. 25.

LM: Indentur{a} int{er} Ro{bertum}(?) Burbage Ar{migerum} et W{illelmum} Cicell Milit{em} & Al{ijs}

This indenture made the eleventh day of December in the sixth year 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 Robert Burbage of Hayes Park Hall in the parish of Hayes in the county of Middlesex, esquire, of thone party, and Sir William Cecil, knight, Principal Secretary to our said Sovereign Lady the Queen's Majesty, Gilbert Gerard, esquire, Attorney-General to our said Sovereign Lady the Queen, and Roger Alford of Hitcham in the county of Buckingham, gentleman, on thother party;

Witnesseth that where Thomas Burbage, esquire, deceased, and Eleanor, then his wife, did levy one fine of and in the manor or messuage called Clerkes, one water-mill called Cheshunt mill and one hundred forty and six acres of land, four and forty acres of meadow, one hundred twenty and eight acres of pasture, thirty and eight acres of woods with their appurtenances set, lying and being in Tunford and Cheshunt in the county of Hertford in the morrow of the Ascension of Our Lord God in the third year [=1549?] of the reign of our late Sovereign Lord King Edward the Sixth before the Justice of the said late King of the Common Pleas at Westminster to George Pawlett and John Pawlett, esquires, and th' heirs of the said George Pawlett;

And the said George and John Pawlett by the same fine in the said court did grant and render the said manor and tenement with [+the?] appurtenances to the said Thomas and Eleanor, to have and to hold to the same Thomas and Eleanor during the lives of the said Thomas and Eleanor without impeachment of waste, the remainder thereof after the decease of the said Thomas and Eleanor to the right heirs of the said Thomas Burbage forever, as by the record of the said fine more plainly appeareth;

And where also the said Robert Burbage by his indenture of bargain and sale, bearing date the second day of April in the third year of our said Sovereign Lady, and enrolled the 16th day of April then next following in her Grace's High Court of Chancery, for and in consideration of a certain sum of money by one John Elyott, citizen and mercer of London, and Eleanor, his wife, to the said Robert Burbage before th' ensealing of the same indenture contented and paid, did give, grant, bargain and sell in fee-farm unto the said John Eliott and Eleanor all that the manor of Theobalds otherwise called Tongs in the parish of Cheshunt in the said county of Hertford with all and singular the rights, members and appurtenances thereof;

And all those his manors of Clays, Darcies, Cresbroke, Thom Wyllyams and Clerkes with all and singular the rights, members and appurtenances thereof set, lying and being in the said parish of Cheshunt in the said county of Hertford;

And all other his messuages, lands, tenements and hereditaments whatsoever to the said manors and every of them or any of them belonging or appertaining, whereof the lands and tenements contained in the fine above recited then was and yet is parcel;

And all other the lands, tenements and hereditaments with their appurtenances whatsoever within the said county of Hertford;

And all those his lands, tenements and hereditaments in Enfield in the said county of Middlesex;

To have and to hold all the said manors and all other the premises with their appurtenances unto the said John Ellyott and Eleanor and th' heirs and assigns of the said John Ellyott to the sole and proper use of the said John Ellyott and Eleanor and of th' heirs and assigns of the said John Ellyott forever;

Yielding & paying therefore yearly to the said Robert Burbage, his heirs and assigns, forever in the name of a fee-farm four score and three pounds of good and lawful money of England at the feasts of Saint Michael th' Archangel and the Annunciation of Our Lady the Virgin by even portions, and doing therefore suit of court to the court of the manor of the said Robert Burbage of Cowley Peachey in the said county of Middlesex twice in the year forever, that is to say at the next court there to be holden yearly after the feast of Saint Michael th' Archangel and the next court there to be holden yearly after the feast of Easter, being thereunto lawfully summoned and warned, at the mansion house of the said manor of Theobalds alias Tongs;

And where also the said John Ellyott for him, his heirs, executors and assigns covenanted to and with the said Robert Burbage, his heirs, executors and assigns by the same indenture that he, the said John Ellyott, his heirs, executors, administrators and assigns and every of them at all times and from time to time during the life of the said Eleanor Burbage should acquit and discharge or save and keep harmless the said Robert Burbage, his heirs, executors, administrators and assigns and every of them as well against the said Eleanor Burbage, her executors, administrators and assigns for and concerning all such jointure and dower as she, [+the?] said Eleanor Burbage, her executors, administrators and assigns or any of them might, should or ought to claim, challenge, levy, ask(?) or demand of and in any the manors, lands, tenements or hereditaments of the said Robert Burbage, as also against Ninian Burbage and Edmund Burbage, brethren of the said Robert and every of them and th' executors, administrators and assigns of every of them of, for and concerning their several annuities or yearly rentcharges of twenty marks and four marks by the same indenture excepted;

And where also it was covenanted, condescended, concluded and agreed between the said parties to the same indenture and that the said Robert Burbage for him, his heirs, executors and administrators, covenanted and granted to and with the said John Ellyott his executors and administrators by the same indenture that he, the same John Ellyott and Eleanor, his wife, and the survivor of them and th' heirs and assigns of the said John Ellyott should or might yearly during the life of the said Eleanor Burbage detain, defalk, recoup and retain to the proper use of the said John Ellyott and Eleanor, his wife, and th' heirs of the said John Ellyott of the said yearly rent of four score and three pounds the yearly sum of five and thirty pounds of lawful money of England, anything in the same

indenture contained to the contrary notwithstanding, and without offence or breach of the proviso or condition of re-entry before in the same indenture contained;

And that also the said John Ellyott and Eleanor, his wife, and the survivor of them and th' heirs and assigns of the said John Elyott should and might yearly during four years next ensuing the date of the same indenture, if the said Ninian so long did live, in like manner detain, defalk, recoup and retain of the residue of the said yearly rent of four score and three pounds the sum of twenty marks of lawful money of England, anything in the same indenture contained to the contrary notwithstanding, and without offence or breach of the proviso or condition of re-entry expressed in the same indenture;

And also that the said John Ellyott and Eleanor, his wife, and the survivor of them and th' heirs and assigns of the said John Ellyott should and might in like manner during the life of the said Edmund Burbage detain, defalk, recoup and retain of the residue of the said yearly rent of four score and three pounds the yearly sum of four marks of lawful money of England, anything in the same indenture contained to the contrary notwithstanding, and without offence or breach of the said proviso or condition of re-entry before in the same indenture contained, as in and by the same indenture amongst divers other things therein contained more at large doth and may appears;

And where also the said Eleanor Burbage by her indenture of lease bearing date the 24th day of April in the year of Our Lord God 1561 and in the third year of the reign of our said Sovereign Lady the Queen's Majesty that now is did devise, grant and to farm let unto the said John Ellyott, citizen and mercer of London, all the said manor or messuage called Clerkes and all and singular the said mill called Cheshunt mill, and a hundred and six and forty acres of land, four and forty acres of meadow, a hundred and eight and twenty acres of pasture and eight and thirty acres of wood with their appurtenances mentioned in the said fine set, lying and being in Tunford and Cheshunt in the said county of Hertford aforesaid;

To have and to hold the same unto the said John, his executors and assigns, from the feast of Saint Michael th' Archangel last past before the date of the same indenture unto the full end and term of four score years then next and immediately following fully to be complete and ended, if the said Eleanor so long should live;

Yielding and paying therefore yearly unto the said Eleanor or her assigns during the same lease thirty and five pounds of good and lawful money of England at and upon the 25th [*continued on the following membrane*] day of March and the nine and twentieth day of September by even portions betwixt the hours of one and four of the clock in the afternoon of either of the same days and at the font in the Cathedral Church of Saint Paul in London;

Which yearly rent or farm the said John Elyott for him, his heirs, executors, administrators and assigns did covenant and grant to and with the said Eleanor and her assigns to pay yearly during her life at the days, times and place aforesaid in manner and form before remembered, with a clause in the same indenture contained that if it should

happen the said yearly rent of five and thirty pounds or any part or parcel thereof, being lawfully demanded at any of the said days and place aforesaid at which it should or ought to be paid, to be behind and unpaid by the space of fifteen days after any of the said days aforesaid, that then the said John Ellyott, his heirs and assigns should forfeit and lose for every such default and lack of payment five pounds of good and lawful money of England *nomine pene* when and as often as any such default or lack of payment should happen to be made, and with a proviso also in the same indenture contained that if it should happen the said rent of five and thirty pounds or any part or parcel thereof, being lawfully demanded at any of the said days of payment at the place aforesaid, to be unpaid in part or in all by the space of two months next after any of the said days of payment at which it ought to be paid, that then it should be lawful to the said Eleanor and her assigns to e-enter into the said manor and other the premises with their appurtenances and the same to repossede and enjoy again as in her former estate, anything in the same indenture contained to the contrary notwithstanding, as by the same indenture more at large doth and may appear;

All which estate, right, title and interest of the said John Ellyott and Eleanor, his wife, of, in and to all and singular the said manors, messuages, lands, tenements and premises above recited with their appurtenances charged with the said yearly rent of four score and three pounds the said Sir William Cecil, knight, now hath by good and lawful conveyance in the law;

Now the said Robert Burbage, for the consideration hereafter in these presents expressed and declared, hath given, granted, bargained, sold and set over and by these presents doth fully and clearly give, grant, bargain, sell and set over unto the said Gilbert Gerard and Roger Alford, their heirs and assigns, forever all the said yearly rentcharge of four score and three pounds of good and lawful money of England payable and to be due and going out of the said manors, lands, tenements and premises above recited by this indenture and the said suit of court aforesaid and the penalty thereunto appertaining;

To have and to hold all the said annuity or yearly rentcharge of four score and three pounds and the said suit of court and the penalty thereunto appertaining unto the said Gilbert Gerard and Roger Alford, their heirs and assigns forever to the only use and behoof of the said Gilbert and Roger, their heirs and assigns forevermore, and to none other use or intent;

And the said Robert Burbage covenanteth, promiseth and granteth for him, his heirs, executors and administrators, to and with the said Sir William Cecil, knight, his heirs, executors and assigns, by these presents that the said Gilbert Gerard and Roger Alford, their heirs and assigns, shall and may from henceforth forever peaceably and quietly have, hold, possess and enjoy the said annuity or yearly rentcharge of four score and three pounds to their own proper use and behoof in manner and form and with such deductions thereof as hereafter in this [sic?] presents is expressed and declared without let or interruption of the said Robert Burbage and Mary, his wife, and of th' heirs or assigns of the said Robert or any of them, and that the said annuity or yearly rentcharge of four score and three pounds at th' ensealing of these present indentures is and at all

times hereafter shall be and remain unto the said Gilbert Gerard and Roger Alford, their heirs and assigns, clearly acquitted and discharged, or else as well the said Gilbert Gerard and Roger Alford, their heirs and assigns, as the said annuity or yearly rentcharge of four score and three pounds, to be saved and kept harmless by the said Robert Burbage, his heirs, executors or assigns, of and from all and every former bargains, sales, grants, gifts, recognizances, statutes, jointures and of and from all other charges and encumbrances, whatsoever they be, had, made, suffered or done by the said Robert Burbage and Mary, his wife, and their assigns or by any of them, other than [+in?] the said indenture made between the said Robert Burbage of the one party and the said John Ellyott and Eleanor, his wife, of thother party is recited and declared;

And also the said Robert Burbage covenanteth and granteth for him, his heirs, executors and administrators, to and with the said Sir William Cecil, knight, his heirs, executors and assigns, by these presents that he, the said Robert Burbage, and Mary, his wife, and th' heirs of the said Robert and [-and] every of them at all times and from time to time hereafter during the space and term of one year next coming after the date hereof when they or any of them shall be thereunto reasonably required by the said Sir William Cecil, knight, Gilbert Gerard and Roger Alford, their heirs or assigns or by any of them, shall further do and suffer to be done all and every such further reasonable act and acts, thing and things in the law as by the said Sir William Cecil, knight, Gilbert Gerard and Roger Alford, their heirs or assigns, or the counsel learned in the law or the counsel learned of any of them shall be reasonably advised or devised, with warranty against him, the said Robert, and Mary, his wife, and th' heirs and assigns of the said Robert Burbage, or otherwise without warranty, for the further or better assurance, surety and sure making of the said annuity or yearly rentcharge of four score and three pounds and suit of court aforesaid and penalty thereunto appertaining to be had and made unto the said Gilbert Gerard and Roger Alford, their heirs and assigns, forever to the proper use and behoof of the said Gilbert Gerard and Roger Alford, their heirs and assigns, for evermore in manner and form aforesaid clearly discharged or saved and kept harmless in manner and form aforesaid at the costs and charges in the law of the said Sir William Cecil, knight, his heirs or assigns;

And furthermore that he, the said Robert Burbage, and his heirs all the said annuity or yearly rentcharge of four score and three pounds in manner and form as in these presents is expressed, and the said suit of court aforesaid, together with the penalty of and concerning the same suit, unto the said Gilbert Gerard and Roger Alford, their heirs and assigns, to the use and intent above declared against him, the said Robert Burbage, and Mary, his wife, and th' heirs of the said Robert shall warrant and defend forever by these presents;

For and in consideration of which bargain and sale of all the said annuity or yearly rentcharge of four score and three pounds, and for the suit of court aforesaid and penalty concerning the same, and all the covenants, grants and agreements expressed in these present indentures on the party and behalf of the said Robert Burbage, his heirs and executors, well and truly to be observed, performed and fulfilled, the said Sir William Cecil, knight, Gilbert Gerard and Roger Alford at th' ensealing of these indentures have

paid unto the said Robert Burbage the sum of two hundred pounds of lawful money of England, of which sum of two hundred pounds the said Robert Burbage doth knowledge himself well and truly to be contented and paid, and the said Sir William Cecil, knight, Gilbert Gerard and Roger Alford, their executors and [*continued on the following membrane*] administrators, thereof to be clearly acquitted and discharged by these presents;

And furthermore in consideration of the premises the said Sir William Cecil, knight, covenanteth and granteth for him, his [-his] heirs, executors and administrators, to and with the said Robert Burbage, his executors and assigns, by these presents that he, the said Sir William Cecil, knight, his heirs executors or assigns, shall and will well and truly content and pay or cause to be contented and paid unto the said Robert Burbage, his executors or assigns, the sum of twelve hundred twenty-eight pounds and ten shillings of good and lawful money of England in manner and form following, that is to say, at and in the eighteenth day of January next coming after the date of these presents three hundred pounds at the great and middle west door of the Cathedral Church of Saint Paul within the city of London between the hours of eight of the clock in the forenoon and two of the clock in the afternoon of the same day, and at and in the first day of November then next following and which shall be in the year of Our Lord God one thousand five hundred threescore and four at the said place and between the like hours of the same day the sum of nine hundred twenty-eight pounds and ten shillings in full contentation and payment of the said sum of twelve hundred twenty-eight pounds and ten shillings for the clear purchase of the said yearly rentcharge of four score and three pounds and suit of court aforesaid and penalty touching the same;

And in further consideration of the premises the said Sir William Cecil, knight, doth covenant and grant for him, his heirs, executors and administrators, to and with the said Robert Burbage, his executors and assigns, by these presents that if the said Eleanor Burbage, widow, happen to die before the said first day of November next ensuing the date hereof, and perfect notice thereof given, had and made by the said Robert Burbage, his executors, administrators or assigns, unto the said Sir William Cecil, knight, his executors or administrators, at or before the said first day of November next coming after the date hereof, that then he, the said Sir William Cecil, knight, his executors or assigns, shall well and truly content and pay or cause to be contented and paid unto the said Robert Burbage, his executors, administrators or assigns, in the twentieth day of the said month of November now next ensuing after the date of this indenture the sum of three hundred and fifteen pounds of good and lawful money of England at the said west door of the said Cathedral Church of [+Saint Paul?] between the said like hours of eight of the clock in the forenoon and two of the clock in the afternoon of the same day;

And furthermore the said Sir William Cecil, knight, doth covenant and grant for him, his heirs, executors and administrators to and with the said Robert Burbage, his executors, administrators and assign by these presents that if it shall happen the said Eleanor Burbage to live unto the said first of November now next ensuing the date hereof, and in the meantime he, the said Robert Burbage, his heirs, executors or administrators, together with such one able and sufficient person as shall be above the age of one and twenty

years and lawfully seised to him and to his heirs in fee simple of manors, lands, tenements and hereditaments to the clear yearly value of forty pounds or [+more?] above [-above] all charges and reprises, and clearly discharged of all former charges and encumbrances whatsoever except leases for term of years, life or lives whereupon the ancient or accustomed yearly rents or more shall be reserved and yearly payable during the said leases and the rents and services then and from thenceforth due and to be due unto the chief lord or lords of the fee of and for the same, shall jointly enter in bond and be bound unto the said Sir William Cecil, knight, his heirs, executors or assigns, by recognizance in the sum of four hundred pounds to be knowledged in the Court of Chancery of our said Sovereign Lady the Queen, her heirs or successors, according to the form of recognizances now used to be knowledged in the said Court, with a condition thereunto to be added or thereon declared that if the said Robert Burbage, his heirs executors, administrators or assigns, do well and truly content and pay or cause to be contented and paid yearly from thenceforth unto the said Eleanor Burbage or her assigns the said yearly rent of five and thirty pounds during the said term of four score years, if the said Eleanor Burbage so long do live, at the days and place or according to the effect and true meaning of the said indenture of lease above recited, or else if the said Robert Burbage, his heirs executors, administrators or assigns, at all times from thenceforth do acquit and discharge or else save and keep harmless the said Sir William Cecil, knight, his heirs, executors, administrators and assigns and every of them against the said Eleanor Burbage, her executors, administrators and assigns, of and for the payment of the said yearly rent of five and thirty pounds and of every part and parcel thereof, that then the same recognizance to be void and of none effect, or else to stand in full strength, power and virtue, that then he, the said Sir William Cecil, knight, his executors, administrators or assigns, within twenty days next after the said first day of November now next coming after the date hereof shall well and truly content and pay or cause to be contented and paid unto the said Robert Burbage, his executors, administrators or assigns, the sum of three hundred and fifteen pounds of good and lawful money of England at or in the parish church of Saint Dunstan's in the West in Fleet Street within the suburbs of the city of London between the hours of eight of the clock in the forenoon and two of the clock in the afternoon of the same day;

And also that he, the said Sir William Cecil, knight, his heirs, executors or assigns, at all times hereafter from the day of the date hereof until the said sum of three hundred and fifteen pounds be paid by the said Sir William Cecil, knight, his heirs executors or assigns, unto the said Robert Burbage, his executors or assigns, in manner and form aforesaid, shall yearly bear and pay the said yearly rent of five and thirty pounds unto the said Eleanor Burbage, her heirs or assigns, according to th' intent and purport of the said indenture of lease wherein the same rent is reserved, and of and for the payment thereof shall at all times hereafter save and keep harmless the said Robert Burbage, his heirs, executors and administrators, this indenture or anything herein contained to the contrary notwithstanding;

And also the said Robert Burbage covenanteth and granteth for him, his heirs, executors and administrators, to and with the said Sir William Cecil, knight, his heirs, executors, administrators and assigns, by these presents that he, the said Robert Burbage, before the

feast of the Nativity of Our Lord God next coming after the date hereof shall deliver or cause to be delivered unto the said Sir William Cecil, knight, his heirs, executors or assigns, the said indenture of bargain and sale made of the premises by the said Robert Burbage unto the said John Eliott and Eleanor, his wife, safe, whole and uncanceled, which indenture the said Sir William Cecil, knight, doth covenant for him, his heirs and executors, by these presents to keep the same indenture safe, whole and uncanceled, and that he, his heirs or assigns, shall at all and every time and times hereafter when he or they shall be thereunto reasonably required by the said Robert Burbage, his heirs or assigns, and when it shall be requisite and needful for the said Robert Burbage to show the same indenture, shall bring forth and show the same indenture for the defence and safeguard of the said Robert Burbage, his heirs and assigns, of and in the premises and concerning any clause or matter therein contained;

And also the said Robert Burbage for him, his heirs, executors and administrators, doth covenant and grant to and with the said Sir William Cecil, knight, his heirs, executors and administrators, by these presents that he, the said Robert [*continued on the following membrane*] Burbage, his heirs, executors, administrators or assigns, at all times hereafter shall acquit and discharge or else save and keep harmless the said Sir William Cecil, knight, his heirs, executors, administrators and assigns and every of them against the said Ninian Burbage and Edmund Burbage and every of them and the executors, administrators and assigns of every of them of, for and concerning the payment of the said two annuities or yearly rentcharges of twenty marks and four marks above expressed and of and for every of them during their several interests(?) of and in the same;

And further the said Sir William Cecil, knight, doth covenant and grant for him, his heirs, executors and administrators, to and with the said Robert Burbage, his heirs and executors, by these presents that he, the said Sir William Cecil, knight, shall within one year next after the covenants, grants, payments and agreements above recited which on the part and behalf of the said Robert Burbage, his heirs, executors and assigns, are to be performed concerning the payment of the said yearly rent of five and thirty pounds shall be well and truly observed, fulfilled and kept, when he or they shall be thereunto reasonably required by the said Robert Burbage, his heirs or assigns, shall knowledge a satisfaction of the said recognizance of the said sum of four hundred pounds wherein the said Robert Burbage shall stand and be bound unto the said Sir William Cecil, knight, in form aforesaid, or else cause the same recognizance to be made void and of none effect at the costs and charges in the law of the said Robert Burbage, his heirs or assigns;

And also the said Robert Burbage doth covenant and grant for him, his heirs, executors and administrators, to and with the said Sir William Cecil, knight, his heirs and executors, by these presents that he, the said Robert Burbage, his heirs or assigns, shall within one year next after the payment above recited on the part and behalf of the said Sir William Cecil, knight, his heirs or assigns, to be paid be well and truly discharged, satisfied and paid, when he or they shall be thereunto reasonably required by the said Sir William Cecil, knight, his heirs or assigns, shall knowledge a satisfaction of the said two several recognizances wherein the said Sir William Cecil, knight, stand and be bound unto the said Robert Burbage in form aforesaid, or else cause the same recognizances to be made

void and of none effect at the coasts and charges in the law of the said Sir William Cecil, his heirs or assigns;

In witness whereof the parties abovesaid to these indentures interchangeably have set their seals, given the day and year first above-written.

Et memorand{um} q{uo}d decimo nono die Decembr{is} Anno sup{ra}scr{ipt}e(?) p{re}d{ic}t{us} Rob{er}tus Burbage venit coram D{ic}t{a} Domina Regina in canc{ellaria} sua apud West{monasteriu}m & recognouit Indentur{am} p{re}d{ic}t{am} ac om{n}ia & singula in eadem content{a} & specificat{a} in forma sup{ra}d{ic}t{a}

[=And be it remembered that on the nineteenth day of December in the year above-written(?) the forenamed Robert Burbage came before the said Lady the Queen in her Chancery at Westminster & acknowledged the indenture aforesaid and all & singular in it contained & specified in form abovesaid.]