

SUMMARY: The document below is the recognizance enrolled on the Close Rolls on 31 October 1564 by which Robert Burbage (d.1575) and Edward Warsopp bound themselves in £400 to Sir William Cecil to perform certain provisions of an indenture dated 11 December 1563 by which Cecil purchased from Robert Burbage the manor of Theobalds alias Tongs on which he built his mansion of Theobalds.

Eleanor Burbage appears to have been the second wife of Thomas Burbage, father of Robert Burbage (d.1575), and the manor of Clerkes and Cheshunt mill appear to have been her jointure, which she leased 24 April 1561 to John Elyott, whose interest was acquired by Sir William Cecil. Cecil also acquired Robert Burbage's residuary interest in the manor of Clerkes and Cheshunt mill for £315 via the indenture of 11 December 1563, with the proviso that he be saved harmless from payment of the annual rent of £35 to Eleanor Burbage. Hence the recognizance entered into by Robert Burbage to that effect below. The recognizance is uncanceled.

For further background to the recognizance below, see the indenture of 11 December 1563, TNA C 54/662, mm. 8-11, and TNA C 54/653, No. 73.

For the will of Robert Burbage, see TNA PROB 11/57/448.

For the pedigree of Burbage of Hayes 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/80/mode/2up>.

LM: Recog{nitio} int{er} Rob{er}tum Burbage et Will{elmu}m Cicill Mil{item}

1 Rob{er}tus Burbage de Hayes Parkehall in Com{itatu} Midd{lesexie} Ar mig{er} & Edwardus Warsopp Ciuis & Mercer London coram d{omi}na

2 Regina in Cancellar{ia} sua p{er}sonalit{er} constituti recognouerunt se debere Will{elm}o Cicill Militi principali Secretaris d{ic}t{e} d{omi}ne

3 Regine quadringentas libras bone & legalis monete Angl{ie} Soluend{as} eidem Will{elm}o Cicill Militi aut suo c{er}to attorn{ato} vel

4 executorib{us} suis Et nisi fec{er}int seu alt{er} eor{um} fec{er}it tunc volunt & concedunt & eor{um} vt{er}q{ue} vult & concedit p{er} p{re}sentis q{uo}d d{ic}t{a}

5 pecunia leuet{ur} de t{er}ris ten{ementis} bonis & catallis ip{s}or{um} Rob{er}ti Burbage & Edwardi Worsopp & eor{um} vt{er}sq{ue} ad opus & vsum p{re}d{ic}t{i}

6 Will{elm}i Cecill Militis executor{um} & assign{atorum} suor{um} vbicumq{ue} inuent{is} fu{er}int infra regnu{m} Angl{ie} T{este} d{i}c{t}a d{omi}na Regina apud West{monasteriu}m

7 xxxxj die Octobr{is} Anno regni d{i}c{t}e d{omi}ne n{ost}re Elizabeth{e} dei gr{ati}a Angl{ie} ffranc{ie} & Hib{er}n{ie} Regine fidei defensoris &c sexto

[=Robert Burbage of Hayes Park Hall in the county of Middlesex, esquire, & Edward Warsopp, citizen & mercer of London, having appeared personally before the Lady the Queen in her Chancery, acknowledged themselves to owe to William Cecil, knight, Principal Secretary of the said Lady the Queen, four hundred pounds of good & lawful money of England, to be paid to the same William Cecil, knight, or his designated attorney or executors;

And if they or either of them shall not have done [+so], then they will & grant & either of them wills & grants by these presents that the said money be levied of the lands, tenements, goods & chattels of the same Robert Burbage & Edward Worcopp & either of them wherever they may be found within the kingdom of England, to the behoof & use of the foresaid William Cecil, knight, his executors & assigns;

Witness the said Lady the Queen at Westminster on the 31 day of October in the sixth year of the reign of our said Lady Elizabeth by the grace of God Queen of England, France & Ireland, Defender of the Faith, etc.]

The condition of this recognizance is such that where Eleanor Burbage, widow, late wife of Thomas Burbage, esquire, deceased, father of the above-bounden Robert Burbage, by her indenture of lease bearing date the 24<sup>th</sup> day of April in the year of Our Lord God one thousand five hundred threescore and one 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 John Elyott, citizen and mercer of London, all the manor or messuage called Clerkes and all and singular the mill called Cheshunt mill and other lands, tenements and hereditaments set, lying and being in Tunford and Cheshunt in the county of Hertford 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 five and twentieth day of March and the nine and twentieth day of September by even portions between 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 thirty and five 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 Elyott, 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 thirty and five 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 re-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 Elyott of, in and to all and singular the said manor, messuage, lands, tenements and premises above recited with their appurtenances charged with the said yearly rent of five and thirty pounds the said Sir William Cecil, knight, now hath by good and lawful conveyance in the law;

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 henceforth unto the said Eleanor Burbage or her assigns the said yearly rent of thirty and five 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 henceforth 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 thirty and five pounds and of every part and parcel thereof;

That then this present recognizance to be void and of none effect, or else to stand in full strength, power and virtue.