

SUMMARY: The document below is the copy on the Close Rolls of an indenture tripartite dated 7 December 1570 between William Clopton (d.1592) on the first part, Sir Walter Mildmay and Sir William Cordell (d.1581) on the second part, and Edward Griffin of Dingley, Northamptonshire, and William Saunders of Harrington, Northamptonshire, on the third part concerning the sale of certain of William Clopton's lands in and around Stratford-upon-Avon, one parcel of which was in the tenure of John Shakespeare.

For another indenture of the same date concerning the same matter see TNA C 54/843, mm. 12-15 on this website.

For images of both indentures, see the Shakespeare Documented website at:

<http://www.shakespearedocumented.org/exhibition/document/two-conveyances-property-warwickshire-william-clopton-showing-john-shakespeare>

### ***BACKGROUND TO THE TWO INDENTURES***

William Sheldon's will, TNA PROB 11/53/79, explains the reason for William Clopton's sale of lands via the two indentures of 7 December 1570.

In the will, William Sheldon refers to debts of more than £1600 owed by William Clopton (d.1592), former owner of New Place. It appears William Sheldon had both lent William Clopton money himself, and had also entered into bonds as a guarantor of Clopton's debts to others:

*And further whereas I have paid and laid out and stand bounden unto certain persons for William Clopton, esquire, the sum of sixteen hundred pounds and more, and whereas it is agreed between the said William Clopton and the said William [sic for 'Edward'?] Plowden, Ralph Sheldon and others that certain lands of the said William Clopton's shall be sold for the repayment of the said sum of £1600 and more . . . .*

William Sheldon's decision to lend William Clopton money and guarantee his debts to others likely came about as a result of William Sheldon's two marriages.

William Sheldon's first wife, Mary Willington, was the aunt of Lodovick Greville (d.1589). William Clopton (d.1592) was the grandson of William Clopton (d. 29 May 1521), and his wife, Rose (d. 27 August 1525). After the death of William Clopton (d. 29 May 1521), his widow, Rose, married into the Greville family.

William Sheldon's second wife, Margaret Broke (d.1589), was the daughter of Sir Richard Broke (d.1529), Chief Baron of the Exchequer, and by her first marriage to Henry VIII's Attorney-General, William Whorwood (b. by 1505, d. 28 May 1545), she was the stepmother of Anne Whorwood (d.1552) and Margaret Whorwood, William

Whorwood's daughters and coheirs by his first marriage to Cassandra Grey, the daughter of Sir Edward Grey (d. 13 February 1529) of Enville, Staffordshire. Anne Whorwood (d.1552) was the first wife of Leicester's brother, Ambrose Dudley (c.1590), Earl of Warwick, while Margaret Whorwood married Thomas Throckmorton (c.1534-1615), son and heir of Sir Robert Throckmorton (d.1581). For the will of Margaret (nee Broke) Whorwood Sheldon, dated 12 October 1587 and proved 12 March 1590, see TNA PROB 11/75/190. For the will of Sir Robert Throckmorton, see TNA PROB 11/63/176.

As noted above, Margaret Broke's first husband, William Whorwood, had earlier been married to Cassandra Grey. Her sister, Elizabeth Grey (b.1505), was the mother of William Clopton (d.1592), and William Whorwood was thus William Clopton's uncle, and Margaret Broke was William Clopton's step-aunt. See the Wikipedia article on William Clopton created by the author of this website, and the pedigree of Clopton in Fetherston, John, ed., *The Visitation of the County of Warwick in the Year 1619*, (London: Harleian Society, 1887), Vol. XII, p. 111 at:

<https://archive.org/stream/visitationcount01britgoog#page/n136/mode/2up>

For Sir Edward Grey and his two wives, seven sons and ten daughters, see his will, TNA PROB 11/23/92; Richardson, Douglas, *Magna Carta Ancestry*, 2<sup>nd</sup> ed., 2011, Vol. I, p. 484; and the History of Parliament entry for his son, William Grey, at:

<http://www.historyofparliamentonline.org/volume/1509-1558/member/grey-william-i-1521-74>

For Sir Edward Grey see also Hodgson, John, 'Kinver Church', *Birmingham and Midland Institute, Archaeological Section; Transactions, Excursions and Reports 1877*, (Birmingham, 1881), pp. 89-90 at:

<https://books.google.ca/books?id=y1Y-AQAAIAAJ&pg=RA3-PA89>

For Sir Richard Broke, see the History of Parliament entry at:

<http://www.historyofparliamentonline.org/volume/1509-1558/member/broke-richard-1474-1529>

For Sir William Whorwood, see the History of Parliament entry at:

<http://www.historyofparliamentonline.org/volume/1509-1558/member/whorwood-%28horwood%29-william-1505-45>:

*It was probably in 1527 that Whorwood married a daughter of Sir Edward Grey, the head of an old Staffordshire family: Whorwood's elder brother John also married one of Grey's daughters. On 24 Jan. 1527 Sir Giles Greville of Wick, Worcestershire, who was probably related by marriage to the Redes, wrote to Henry Gold, Archbishop Warham's chaplain, that his proposal for Whorwood was presumably foreclosed as 'he is toward*

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*marriage in another place'; as Warham had confidence in Whorwood and favoured him, Greville, who had been comptroller of Princess Mary's household and chamberlain of South Wales, declared his intention of entrusting him with his legal affairs.<sup>5</sup>*

In summary, William Clopton's decision to sell certain lands in 1570 appears to have been prompted by the need to raise funds to repay William Sheldon and to release Sheldon from the guarantees he had entered into on Clopton's behalf.

#### ***PERSONS MENTIONED IN THE INDENTURE***

***Sir Walter Mildmay (1520/21–1589), Chancellor of the Exchequer, Member of the Privy Council***

For Sir Walter Mildmay, see the *ODNB* entry.

***Sir William Cordell (d.1581), Master of the Rolls***

For Sir William Cordell (d.1581), see the *ODNB* entry, and his will, TNA PROB 11/63/590. Sir William Cordell was one of five trustees appointed by Oxford in an indenture of 30 January 1575 prior to his departure on his continental tour. See ERO D/DRg2/25.

***William Clopton (d.1592), former owner of New Place, son of William Clopton (d.1560) and grandson of William Clopton (d. 29 May 1521) by his wife, Rose (d. 27 August 1525)***

For William Clopton (d.1592), see the will of his father, William Clopton (d.1560), TNA PROB 11/43/118, and the Clopton pedigree in Fetherston, John, ed., *The Visitation of the County of Warwick in the Year 1619*, (London: Harleian Society, 1887), Vol. XII, pp. 108-100 at:

<https://archive.org/stream/visitationcount01britgoog#page/n134/mode/2up>

***Edward Griffin (d.1569), Attorney General to Edward VI***

For the will of Edward Griffin (d.1569), esquire, of Dingley, Northamptonshire, dated 11 August 1569 and proved 14 July 1571, in which he mentions his wife, 'the Lady Stonor' and her brother, 'parson Chamber'; his two sons, Edward Griffin and Rice Griffin; two sons-in-law, 'my son Norwich' and 'my son Keble'; three unmarried daughters, Margaret Griffin, Mary Griffin, and Anne Griffin; and his 'very friends', Sir Walter Mildmay and Sir William Cordell, whom he appoints as supervisors, see TNA PROB 11/53/392. The

clause in the will providing for the purchase of lands for the benefit of his younger son reads as follows:

*And further by this my last will I freely give to my said son, Rice Griffin, the sum of five thousand pounds which I have in ready money wherewith I will that my executors shall purchase and buy manors, lands, tenements and hereditaments being of good and just title, and I will that upon the purchase thereof that my said executors and survivors of them shall and may take the profits thereof during the nonage of my said son, Rice Griffin, towards his finding and the performance of this my will and of my testament.*

The pedigrees in Longmate, Burke and Richardson, *infra*, indicate that Edward Griffin (d.1569) was a younger son of Sir Nicholas Griffin, a grandson of John Griffin, and a great-grandson of Nicholas Griffin (d. 6 June 1482), esquire, *de jure* Lord Latimer, by Katherine Curzon. By his first wife, Elizabeth Palmer, Edward Griffin (d.1569) was the father of his son and heir, Edward Griffin, and by his third wife, Elizabeth Chambers, he was the father of his younger son, Rice Griffin, both referred to in the indenture below.

Edward Griffin's third wife, Elizabeth Chamber, the daughter of Geoffrey Chamber of Stanmore, Middlesex, was the wife successively of Sir Walter Stonor (d.1551) of Stonor, Oxfordshire, Reginald Conyers (d.1560) of Wakerley, Northamptonshire, Edward Griffin (d.1569), and Oliver St John (d. 21 April 1582), 1<sup>st</sup> Baron St John of Bletsoe. See the will of Oliver St John, TNA PROB 11/64/240, and Richardson, Douglas, *Magna Carta Ancestry*, 2<sup>nd</sup> ed., 2011, Vol. I, pp. 220-1:

*In the period 1591-6 . . . Elizabeth was sued in Chancery by Edward Griffin and Lucy his wife, regarding the manors of Wakerley, Stoke, Wilbarston, Edith Weston, and Ketton in cos. Northampton and Rutland. Elizabeth was living in Warwickshire about 8 December 1602.*

See also the History of Parliament entry for Oliver St John at:

<http://www.historyofparliamentonline.org/volume/1509-1558/member/st-john-oliver-1522-82>

For Lady Stonor's father, Geoffrey Chamber, see also:

A P Baggs, Diane K Bolton, Eileen P Scarff and G C Tyack, 'Great Stanmore: Manor and other estates', in *A History of the County of Middlesex: Volume 5, Hendon, Kingsbury, Great Stanmore, Little Stanmore, Edmonton Enfield, Monken Hadley, South Mimms, Tottenham*, ed. T F T Baker and R B Pugh (London, 1976), pp. 96-99. *British History Online* <http://www.british-history.ac.uk/vch/middx/vol5/pp96-99> [accessed 13 November 2017].

For Lady Stonor's brother, 'parson Chamber', i.e. Edward Chamber alias Mann, see *Miscellanea XII*, (London: Catholic Record Society, 1921), p. 73 at:

<https://archive.org/stream/miscellaneaxii22unknuoft#page/72/mode/2up/>

For Edward Griffin's son-in-law, Simon Norwich, son of John Norwich and Anne Cobham, see *Miscellanea, supra*, p. 74 at:

<https://archive.org/stream/miscellaneaxii22unknuoft#page/74/mode/2up/search>

### ***Sir Edward Griffin (d.1625?)***

He appears to be the Edward Griffin who was knighted 19 August 1608. See Shaw, William A., *The Knights of England*, Vol. II, (London: Sherratt and Hughes, 1906), p. 146 at:

<https://archive.org/stream/knightsofengland02shawuoft#page/n155/mode/2up>

### ***Sir Rice Griffin***

Rice Griffin was knighted by King James on 26 February 1605. See Shaw, *supra*, p. 137 at:

<https://archive.org/stream/knightsofengland02shawuoft#page/n145/mode/2up>

He married Margaret Throckmorton, the daughter of Thomas Throckmorton (born c.1534, d. 13 March 1615), eldest son and heir of Sir Robert Throckmorton of Coughton (for his will, see TNA PROB 11/63/176).

For the marriage of Rice Griffin and Margaret Throckmorton, see also the Griffin pedigree in Yeatman, John Pym, *The Gentle Shakspeare: A Vindication*, (London: The Roxburghe Press, 1896), p. 246 at:

<https://archive.org/stream/gentleshaksperev00yeatrich#page/246/mode/2up>

See also:

'Parishes: Wixford', in *A History of the County of Warwick: Volume 3, Barlichway Hundred*, ed. Philip Styles (London, 1945), pp. 188-193. *British History Online* <http://www.british-history.ac.uk/vch/warks/vol3/pp188-193> [accessed 12 November 2017].

*Sir Robert Throckmorton in 1570 granted the house and manor [=Moor Hall] to his son and heir Thomas, in augmentation of his wife's jointure. (fn. 45) Thomas's third daughter, Margaret, married Sir Rice Griffin of Bickmarsh and received Moor Hall as part of her dowry. This grant was the occasion of a dispute between Thomas, who claimed the*

*overlordship, and his son-in-law, who attempted to maintain, on the strength of ancient deeds, that he held the lands in chief. (fn. 46)*

For Margaret Throckmorton Griffin, see also Marshall, Peter and Geoffrey Scott, eds., *Catholic Gentry in English Society: The Throckmortons of Coughton from Reformation to Emancipation*, (New York: Routledge, 2016) at:

<https://books.google.ca/books?id=4--4DQAAQBAJ&pg=PT70>

For the Griffin family, see also Richardson, Douglas, *Magna Carta Ancestry*, 2<sup>nd</sup> ed., 2011, Vol. II, pp. 287-8, and Burke, John, *A General and Heraldic Dictionary of the Peerages of England, Ireland and Scotland*, (London: Henry Colburn and Richard Bentley, 1831), p. 246 at:

<https://books.google.ca/books?id=aB0IAAAAQAAJ&pg=PA246>

See also Longmate, B., *A Supplement to the Fifth Edition of Collins's Peerage of England*, (London: W. Strahan, 1784), p. 430 at:

<https://books.google.ca/books?id=Hfk-AQAAMAAJ&pg=RA1-PA430>

See also Fetherston, *supra*, pp. 166-8 at:

<https://archive.org/stream/visitationcount01britgoog#page/n194/mode/2up>

### ***William Saunders of Harrington***

For William Saunders of Harrington, see his will, dated 7 July 1582 and proved 14 May 1584, TNA PROB 11/67/61, and the pedigree of Saunders of Harrington in Metcalfe, Walter C., ed., *The Visitations of Northamptonshire Made in 1564 and 1618-19*, (London: Mitchell and Hughes, 1887), p. 45 at:

<https://archive.org/stream/visitationsofnor00harvrich#page/44/mode/2up>

William Saunders was the first cousin of George Saunders, murdered on 25 March 1573 by Oxford's former servant, George Browne. The murder was the subject of a pamphlet by Oxford's uncle, Arthur Golding (1535/6-1606), *Brief Discourse of the Late Murther of Master George Saunders*, and an anonymous play, *A Warning for Fair Women*, performed by the Lord Chamberlain's Men.

### ***Richard Charnock***

In November 1543, William Clopton (d.1560) leased New Place for 40 years to Henry VIII's physician, Thomas Bentley (d.1549), who died leaving the property in ruinous

condition. His wife, Anne, had a life interest in New Place so long as she remained unmarried. However Anne married Richard Charnock, and William Clopton (d.1560) retook possession of New Place. See Lawrence, L.L., 'New Place and Gastrell', *Shakespeariana*, Vol. VII, (New York: Leonard Scott Publications Co., 1890), pp. 151-60 at pp. 154-5:

<https://books.google.ca/books?id=dgYLAAAAYAAJ&pg=PA154>

### ***John Combe of Stratford-upon-Avon***

For John Combe (d.1588) the elder, who married Rose Clopton, the daughter of William Clopton (d.1592), and his son, John Combe (buried 12 July 1614) the younger, see the latter's will, proved 10 November 1615, TNA PROB 11/126/415. In 1602 John Combe the younger sold 107 acres of land to William Shakespeare of Stratford upon Avon (see SBTRO ER 27/1). He also bequeathed him £5 in his will.

For John Combe see also Yeatman, John Pym, *The Gentle Shakspere: A Vindication*, (London: The Roxburghe Press, 1896), pp. 237, 246 at:

<https://archive.org/stream/gentleshaksperev00yeatrich#page/236/mode/2up>

<https://archive.org/stream/gentleshaksperev00yeatrich#page/246/mode/2up>

### ***John Shakespeare of Stratford-upon-Avon***

For John Shakespeare as William Clopton's tenant, see also Malone, Edmond, *The Plays and Poems of William Shakespeare*, Vol. II, (London: F.C. and J. Rivington, 1821), pp. 94-5 at:

<https://books.google.ca/books?id=008rAQAAlAAJ&pg=PA95>

LM: B(?) Indentur {a} (?) p {ro} Griffyn & al {ijs}

This indenture tripartite made the seventh day of December in the thirteenth year [=7 December 1570] 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 William Clopton of Clopton in the county of Warwick, esquire, of the first part, and Sir Walter Mildmay, knight, one of the Queen's Majesty's most honourable Privy Council and Chancellor of her Highness' Court of Exchequer and Under-Treasurer of the same, and Sir William Cordell, knight, Master of the Rolls of her Majesty's Court of Chancery on the second part, and Edward Griffin of Dingley in the county of Northampton, esquire, and William Saunders of Harrington in the said county of Northampton, esquire, of the third party:

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<http://www.oxford-shakespeare.com/>

Witnesseth that whereas Edward Griffin, late of Dingley aforesaid in the said county of Northampton, esquire, deceased, father of the said Edward, by his last will and testament made and declared in writing bearing date the eleventh day of August in the year of Our Lord God a thousand five hundred threescore and nine [=11 August 1569] did, amongst other things therein contained and expressed, freely give to his son, Rice Griffin, a certain sum of lawful English money mentioned in the said last will wherewith he willed that his executors named in the same his last will should purchase and buy manors, lands, tenements & hereditaments being of good and just title, and also willed that upon the purchase thereof his said executors and the survivors of them should and might take the profits thereof during the nonage of his said son, Rice Griffin, towards his finding and performance of his said last will and treatment, and if his said [+son?] Rice Griffin should fortune to die before he should come and be of th' age of twenty and one years, then during the nonage of the next heir male of the body of the said Rice Griffin lawfully begotten towards the bringing up of the same next heir male;

And for the due execution thereof he willed that his said executors upon purchase of the said manors, lands and tenements with the said sum should convey to themselves in due form of law towards the performance of his said last will and testament an estate of the same purchased lands during the nonages and years last before mentioned, with remainder thereof to be to his said son, Rice Griffin, at his full age of twenty and one years and to the heirs males of the body of the said Rice Griffin lawfully begotten;

And for default of such issue male the remainder thereof to his said son, Edward Griffin, and to the heirs males of his body lawfully begotten;

And for default of such issue the remainder thereof to the heirs of the body of the said Edward Griffin, the father, lawfully begotten;

And for default of such issue the remainder thereof to the right heirs of the said Edward Griffin, the father, forever;

And of the same his last will and testament he made the said Edward and Rice, his said sons, his executors, & afterwards died, as by the same his said last will and testament amongst other things therein contained may appear;

And where also the said executors are fully determined and agreed and in a full point with the said William Clopton that with part of the said sum given to the said Rice as aforesaid, that is to say, with one thousand five hundred and fifty pounds, the lands, tenements, meadows, feedings, leasows, pastures, common of sheep pasture and other the hereditaments hereafter expressed shall be purchased of the said William Clopton and shall be conveyed and assured according to the true intent and meaning of the said last will and testament;

And for that that the same cannot by the order of the law [+be?] conveyed to answer and satisfy the intent of the said last will and testament if the words of the same last will

should be followed and fulfilled by cause [=because] the said Rice is one of the executors named in the same last will, in which case if the term for years should be conveyed to him, the said Rice, and to the said Edward Griffin, his said brother, with an immediate remainder to the said Rice in tail in form above specified, then the said term should be extinguished and drowned touching the moiety or one half thereof, which is not consonant to the meaning of the said testator;

And therefore for the satisfying of the true intent & meaning of the said testator it is thought convenient by the learned counsel of the said executors before named that the said term should be conveyed and assured in manner and form hereafter following, and then afterwards that the inheritance thereof shall be conveyed and assured according to the limitation above rehearsed;

And to th' intent, that is to say, for the preserving of the said term in being, the said Sir Walter Mildmay, Sir William Cordell and William Saunders are upon special trust appointed to join with the said Edward Griffin to receive and accept the said lease and interest limited by the said last will and testament of the said Edward Griffin, the father, to go to the performance of the same last will and testament and the finding of the said Rice and his issue male if he shall fortune to die before his said full age of twenty and one years having issue male of his body lawfully begotten:

Therefor this indenture now further witnesseth that the said William Clopton for and in consideration of a certain sum of good and lawful money of England, parcel of the said sum in and by the said will & testament given to the said Rice Griffin as is aforesaid, to him, the said William Clopton in hand paid by the said Edward Griffin and Rice Griffin, executors aforesaid, whereof and wherewith the said William Clopton acknowledgeth and confesseth himself to be fully satisfied, contented and paid, and thereof and of every part and parcel of the same doth fully and clearly acquit, release and discharge the said Edward Griffin and Rice Griffin and every of them and the heirs, executors and administrators of every of them by these presents hath demised, bargained, sold, granted and to farm letten and by these presents doth demise, bargain, sell, grant and to farm let unto the said Sir Walter Mildmay, Sir William Cordell, Edward Griffin and William Saunders all and singular the lands, tenements, meadows, feedings, pastures, common of sheep pasture, woods, underwoods, heaths, furzes, waters, fishings, fishing places, wastes, rents, reversions, services, profits, commodities, emoluments and hereditaments whatsoever with all & singular their rights, members and appurtenances situate, lying and being in the towns, parishes, hamlets and fields of Bishops Hampton [=Hampton Lucy], Stratford-upon-Avon, Ingon alias Ington, the old town of Stratford and in every or any of them or elsewhere in the said county of Warwick hereafter in these present indentures particularly mentioned, specified and declared, that is to say:

One leasow or pasture ground with th' appurtenances called or known by the name of Rynylles containing by estimation twenty acres, be it more or less;

One other close of pasture ground with th' appurtenances there called or known by the name of Nether Ingon alias Ington containing by estimation one hundred fifty-three acres,

and also [m. 11] one meadow there with th' appurtenances called or known by the name of Syndrey meadow containing by estimation twelve acres now or late in the tenure, lease or occupation of one Richard Charnock or of his assigns;

And also one other leasow or pasture ground there with th' appurtenances called or known by the name of Halfordes leasow containing by estimation forty and one acres, be it more or less, now or late in the tenure, lease or occupation of one Ralph Cawdrey alias Cooke;

And also one other leasow or pasture ground there with th' appurtenances called or known by the name of Firson leasow containing by estimation forty and nine acres, be it more or less, now or late being in the tenure, lease or occupation of the said Ralph Cawdrey or his assigns;

And also one other leasow or pasture ground there with the appurtenances called or known by the name of Sandilles containing by estimation twenty and five acres, be it more or less, now or late in the tenure, lease or occupation of the said Ralph Cooke or his assigns;

And also one other close or pasture there with th' appurtenances called or known by the name of Walnut-tree hill containing by estimation nine acres, be it more or less, and one other meadow there with th' appurtenances called or known by the name of Frame meadow containing by estimation twenty acres now or late in the tenure, lease or occupation of the said Richard Charnock or his assigns;

And also one other close or pasture there with th' appurtenances called or known by the name of Sadler's close containing by estimation seventeen acres now or late in the tenure, lease or occupation of Roger Sadler or his assigns;

And also one other meadow with th' appurtenances called or known by the name of Ingon alias Ington meadow containing by estimation fourteen acres, be it more or less, now or late in the tenure or occupation of John Shakespere or his assigns;

And also certain arable lands with their appurtenances in the old town of Stratford aforesaid containing one hundred and seven acres after two lands to the acre, whereof a windmill with four lands thereunto next adjoining are not parcel, but twenty and nine lands of the said one hundred and seven acres are untilled;

And the common of pasture for two hundred sheep in the commons of Bishops Hampton, Stratford-upon-Avon, Ingon alias Ington and in the old town of Stratford aforesaid or in some or one of them to the same belonging now or late in the several tenures, lease or occupation of the said Ralph Cawdrey alias Cooke and of one Lewes ap Wyllyams or one of them or of the assignee or assignees of them or of one of them;

And all that meadow or meadow ground containing by estimation eighteen acres lying in a meadow called or known by the name of Shattery meadow in Stratford-upon-Avon

aforesaid, and all other his meadow in Shattery meadow aforesaid now or late in the tenure or occupation of John Combes [=Combe] and of the said Ralph Cawdrey or either of them or of the assignee or assignees of them or either of them;

And the reversion and reversions of the premises and of every part thereof;

And all the rents and services reserved upon whatsoever demises of the premises or of any part or parcel thereof made;

To have and to hold the said leasows, meadows, feedings, pastures, common of sheep pasture, lands, tenements, profits, commodities, hereditaments, rents, reversions and other the premises with all and singular their appurtenances to the said Sir Walter Mildmay, Sir William Cordell, Edward Griffin and William Saunders, their executors, administrators and assigns, from the day of the date of this present indenture unto th' end and term of forty years from thence next ensuing and fully to be complete and ended to the use, purpose and intent and upon the only hope and trust nevertheless that they, the said Sir Walter Mildmay, Sir William Cordell and William Saunders, their executors, administrators and assigns and every of them, shall and will permit and suffer the issues, rents, revenues and profits of all and singular the said leasows, meadows, feedings, pastures, lands, tenements and other the premises above demised to be yearly received, perceived, levied, taken and go and be employed for and towards th' execution and performance of the said last will and testament of the said Edward Griffin, the father, according to the true intent and meaning of the same last will;

Provided always that if it shall fortune the said Rice Griffin or any issue male of his body lawfully begotten during the continuance of this present lease, bargain and term of years herein specified to accomplish and come to his or their full age of twenty and one years, or if it shall fortune the said Rice Griffin during the term aforesaid to die and decease out of this transitory world without any issue male of his body lawfully begotten, that then this present lease, demise, bargain and grant shall cease, determine and become utterly void and of none effect to all intents, constructions and purposes, these present indentures or anything therein contained to the contrary thereof in any wise notwithstanding;

And the said William Clopton for him, his heirs, executors and administrators and for every of them doth covenant, promise and grant to and with the said Sir Walter Mildmay, Sir William Cordell, Edward Griffin and William Saunders and every of them and the executors, administrators and assigns of the survivors of every of them severally by these presents in manner and form following, that is to say:

That he, the said William Clopton, his heirs, executors and administrators and every of them at his and their own proper costs and charges at all and every time and times hereafter and from time to time shall and will clearly acquit, exonerate, discharge or save harmless as well the said leasows, meadows, feedings, pastures, lands, tenements and other the premises with their appurtenances and every part and parcel thereof, other than the said mill and four lands thereunto adjoining, as also the said Sir Walter Mildmay, Sir William Cordell, Edward Griffin and William Saunders and every of them and the

executors, administrators and assigns of the survivors of them and every of them, of and from all former bargains, sales, leases, jointures, dowers, uses, wills, entails, statutes, recognizances, writings obligatory, fines, feoffments, judgments, executions, charges, titles, forfeitures and encumbrances whatsoever at any time before th' ensealing hereof had, made, knowledged or done or hereafter to he [sic for 'be'?] had, knowledged, made or done by the said William Clopton or his heirs or by any other person or persons for him in his name by his assent, consent or procurement other than the chief rents and services hereafter to be due to the chief lord or lords of the fee or fees thereof for their said rents and services only, and one lease made to the said Richard Charnock of parcel of the premises before by these presents demised and granted for the term of certain years yet enduring not exceeding the term of ten years whereupon the yearly rent of four pounds thirteen shillings and four pence or more is reserved and shall be yearly payable during the continuance of the same lease, and all other leases, estates, grants and interests made for term of three lives or under, or for term of years determinable upon three lives or under, or for term of twenty and one years or under, or at will of the premises or of any part or parcel thereof to any person or persons before the first day of November in the year of Our Lord God a thousand five hundred threescore and four [=1 November 1564] and whereupon the old and accustomed yearly rents or more, or the true yearly value of the same rents or more, been reserved and shall be yearly payable during the continuance of [m. 12] every of the said estates or interests, and the sales of the furzes and bushes growing in the said close called the Sendilles and not growing in the hedges or mounds of the same close during the lease thereof made;

And further that the said leasows, closes, pastures, lands, tenements and other the premises before by these presents demised and granted now are and been and so shall or may at all times hereafter from time to time be, remain and continue to the said Sir Walter Mildmay, Sir William Cordell, Edward Griffin and William Saunders, their executors, administrators and assigns, and the executors, administrators and assigns of the survivor of them, of the clear yearly value of forty-five pounds six shillings and eight pence of good and lawful money of England over and above all charges and reprises whatsoever, six quarters of wheat and fourteen quarters of barley only being allowed to be worth ten pounds by year for the said arable lands and common of sheep pasture only as they are now letten for by year by indenture of demise;

And moreover [-the] he, the said William Clopton [+at?] th' ensealing and delivery of these presents is the very true, sole, rightful and perfect owner in fee simple to him and his heirs absolutely without any manner of condition of all and singular the said leasows, meadows, feedings, pastures, lands, tenements & other the premises with th' appurtenances and of every part and parcel thereof other than the said mill and four lands before mentioned or of the immediate reversion in fee simple thereof depending upon the said estates for life, lives or years herein before rehearsed;

And further that he, the said William Clopton, hath rightful power and lawful authority to demise and grant the said leasows, meadows, pastures, lands, tenements and other the premises with the appurtenances and every part and parcel thereof other than the said mill and four lands afore rehearsed to the said Sir Walter Mildmay, Sir William Cordell,

Edward Griffin and William Saunders, their executors, administrators and assigns, in manner and form aforesaid, except before excepted;

And finally the said Sir William Clopton for him, his heirs, executors and administrators and every of them doth by these presents covenant, promise & grant to and with the said Sir Walter Mildmay, Sir William Cordell, Edward Griffin and William Saunders and the survivors of them and the executors, administrators and assigns of the survivor of them and every of them that they, the said Sir Walter, Sir William, Edward and William Saunders & the executors and assigns of the survivors of them shall and may at all times hereafter and from time to time during the continuance of this present lease peaceably, lawfully and quietly have, hold, occupy and enjoy all and singular the said leasows, meadows, feedings, pastures, lands, tenements and other the premises before by these presents demised and granted with their appurtenances according to the true intent and plain meaning of these present indentures, except before excepted, without any manner of let, suit, eviction, claim, disturbance, contradiction or demand of the said William Clopton, his heirs, executors or administrators or of any of them, or of any other person or persons whatsoever;

In witness whereof to the first part of these present indentures remaining with the said Sir Walter Mildmay and Sir William Cordell the said William Clopton hath set to his seal, and to the second part of the same indentures remaining with the said William Clopton the said Sir Walter Mildmay & William Cordell, Edward Griffin and William Saunders have set to their seals, given the day and year first above-written.

Et memorand{um} q{uo}d sextodecimo die Decembr{is} Anno t{er}ciodecimo suprascr{ipto} p{re}d{ic}t{us} Will{elmu}s Clopton venit coram d{ic}t{a} d{omi}na Regina in Cancellar{ia} sua apud west{monasteriu}m p{er}sonalit{er} constitut{us} et recognouit Indentur{am} p{re}d{ic}t{am} et om{n}ia et singula in eadem contenta et sp{ec}ificata in forma suprascr{ipta}

[=And be it remembered that on the sixteenth day of December in the thirteenth year above-written the foresaid William Clopton came personally before the Lady the Queen in her Chancery at Westminster and acknowledged the indenture aforesaid and all and singular contained and specified in the same in form above-written.]