

SUMMARY: The document below is the copy on the Close Rolls of an indenture tripartite dated 7 December 1570 between William Clopton (d.1592) and William Sheldon (d. 24 December 1570) of Beoley on the first part, and Rice Griffin, second son of Edward Griffin (d.1569) of Dingley, Northamptonshire, on the second part, and Edward Griffin, son and heir of Edward Griffin (d.1569) and brother of Rice Griffin 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 sale of William Clopton's lands, see TNA C 54/843, mm. 10-12 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

For the background to William Clopton's sale of these lands, see the first of the two indentures, TNA C 54/843, mm. 10-12, on this website.

PERSONS MENTIONED IN THE INDENTURE

For the following persons mentioned in the indenture below, see the biographies in TNA C 54/843, mm. 10-12:

-**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)

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

-**Sir Edward Griffin** (d.1625?), eldest son and heir of Edward Griffin (d.1569)

-**Sir Rice Griffin**, second son of Edward Griffin (d.1569)

-**William Saunders** of Harrington

- **Ralph Cawdrey** alias Cooke (d.1588)

-**Richard Charnock**

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

-John Shakespeare of Stratford-upon-Avon

William Sheldon (d. 24 December 1570) of Beoley

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 (see below).

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*, 2nd 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 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.⁵

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.

Ralph Sheldon of Beoley

For Ralph Sheldon, eldest son and heir of William Sheldon above, see his will, TNA PROB 11/121/345. His daughter, Katherine Sheldon, married Oxford's brother-in-law, Francis Trentham. For the will of Francis Trentham, see LRO B/C/11 on this website.

Edmund Plowden

For Edmund Plowden, son-in-law of William Sheldon above, see the latter's will.

Lodovick Greville (d.1589)

Lodovick Greville was the eldest son and heir of Sir Edward Greville (d. 24 December 1559) by Margaret Willington, the fifth daughter and coheir of William Willington (for his will, see TNA PROB 11/42B/642). As noted above, William Sheldon's first wife, Mary Willington, was Margaret Willington's sister, and was thus Lodovick Greville's aunt.

Lodovick Greville was the grandson of Sir John Greville (d. 25 November 1547); the great-grandson of Sir Edward Greville (d. 22 June 1528) of Milcote, Warwickshire, by Anne Denton, the daughter of John Denton; and the great-great-grandson of John Greville (d. before 21 April 1507) by Jane Forster, the daughter of Sir Humphrey Forster of Harpsden by Henley, Oxfordshire. See the will of Lodovick Greville's father, Sir Edward Greville (d. 24 December 1559), TNA PROB 11/44/282, the will of his grandfather, Sir John Greville (d. 25 November 1547), TNA PROB 11/32/252, and the will of his great-grandfather, Sir Edward Greville (d. 22 June 1528), TNA PROB 11/23/20. See also the Greville pedigree in Fetherston, *supra*, p. 29 at:

<https://archive.org/stream/visitationcount01britgoog#page/n52/mode/2up>

See also the Greville pedigree in Lipscomb, George, *The History and Antiquities of the County of Buckingham*, (London: J. & W. Robins, 1847), Vol. I, p. 268 at:

<https://books.google.ca/books?id=taAgAQAAMAAJ&pg=PA268>

Lodovick Greville was pressed to death on 14 November 1589 as an accomplice to two murders. See the will, dated 1 December 1569 and proved 10 April 1570, of William Underhill (c.1523 – 31 March 1570), TNA PROB 11/52/126; and Stopes, Charlotte Carmichael, *Shakespeare's Warwickshire Contemporaries*, (Stratford upon Avon: Shakespeare Head Press, 1907), pp. 162-4 at:

<https://archive.org/stream/shakespeareswarw00stop#page/162/mode/2up>

It seems likely that Lodovick Greville was the 'chief lord of the fee' mentioned in the indenture below.

Relationship between Lodovick Greville and Sir Giles Greville

As noted above, after the death of William Clopton (d. 29 May 1521), his widow, Rose (d. 27 August 1525), married into the Greville family. Her second husband was Sir Giles Greville (d. 1 April 1528). See Wright, Thomas, *The History and Topography of the County of Essex*, Vol. I, (London: George Virtue, 1836), pp. 660-1 at:

<https://books.google.ca/books?id=SgQVAAAAQAAJ&pg=PA660>

Of the manor of Cockfields [in Finchingfield?] no account is found till the time of Henry the Eighth, in whose reign William Clopton, Esq. held it of Queen Catharine, as half a knight's fee, of her Castle of Clare. On his decease, his wife Rose was married to Sir Giles Greville, and held this estate till her death in 1525, when it passed into the possession of William Clopton, her son by her first husband. It afterwards belonged successively to Thomas Throgmorton, Esq., Margaret, his wife, and to John Whorwood, who, in 1573, sold it to William Benlowes, Esq. serjeant-at-law . . .

The precise relationship between Lodovick Greville and Sir Giles Greville has not been discovered. It appears to have been a rather distant one, but they were both members of the same extended Greville family.

Sir Giles Greville was the brother of William Greville (d. 7 March 1513), Justice of the Common Pleas. The pedigrees disagree as to the Christian name of their father. According to the Handford pedigree, William Greville (d. 7 March 1513) was the son of *Richard* Greville of Lemington (near Moreton-in-Marsh), Gloucestershire, by a wife surnamed Herbert. See Phillimore, W.P.W., ed., *The Visitation of Worcester Made in the Year 1569*, (London: Harleian Society, 1988), Vol. XXVII, pp. 69-70 at:

<https://archive.org/stream/visitationcount02mundgoog#page/n83/mode/2up>

According to the Greville pedigree in Lipscomb, *John* Greville was the ancestor of the Grevilles of Lemington. See Lipscomb, George, *The History and Antiquities of the County of Buckingham*, (London: J. & W. Robins, 1847), Vol. I, p. 268 at:

<https://books.google.ca/books?id=taAgAQAAMAAJ&pg=PA268>

According to the pedigree of Greville of North End, Sir Giles Greville (d. 1 April 1528) was the third son of *Robert* Greville of Lemington. See Fetherston, *supra*, p. 143 at:

<https://archive.org/stream/visitationcount01britgoog#page/n168/mode/2up>

See also the Greville pedigree in Fetherston, *supra*, p. 29 at:

<https://archive.org/stream/visitationcount01britgoog#page/n52/mode/2up>

In his will, TNA PROB 11/17/358, William Greville does not mention his parents by name. However he mentions his brothers, Giles, Edmund, John and Robert; his sisters Isabel Goodriche, Mary Palmer and Jane Tame; his wife, Margery; and his three daughters: Alice Greville, wife of Robert Wye, Eleanor Greville, wife of Robert Vampage, and Margaret Greville, wife of Richard Lygon (d. 20 March 1556). For the marriage of Margaret Greville and Sir Richard Lygon (d. 20 March 1556), see also Richardson, Douglas, *Plantagenet Ancestry*, 2nd ed., 2011, Vol. II, p. 406.

The will, TNA PROB 11/144/632, of the antiquary, Edward Palmer (c.1555-1624), also states that Sir Giles Greville (d. 1 April 1528) and William Greville (d. 7 March 1513), Justice of the Common Pleas, were brothers, and that he, Edward Palmer, was the grandson of their sister, Mary Greville:

And further my desire is that mine executor shall within convenient time after my decease cause a seemly monument to be erected for a memory in the same chapel of John Palmer, esquire, my late grandfather, and of Mary, his wife, sister to William Greville, one of the Judges of the Common Pleas, and of Sir Giles Greville, knight, both long since deceased.

Sir Giles Greville appears to have married three times. The name of his first wife is unknown. She was the mother of his only daughter and heir, Elizabeth Greville, who by 22 March 1518 was the wife of Richard Wye of the Inner Temple, and the mother of two children, Giles Wye and Audrey Wye. For the will of Elizabeth Greville's first husband, Richard Wye, dated 22 March 1518 and 25 March 1520, see TNA PROB 11/19/406.

As noted above, after the death of William Clopton in 1521, his widow, Rose, married Sir Giles Greville as his second wife.

For Sir Giles Greville's third marriage to Anne Rede (born c.1510, d. 5 January 1585), daughter of Sir William Rede of Boarstall, Buckinghamshire, by his second wife, Anne Warham, daughter of Nicholas Warham, see Richardson, Douglas, *Plantagenet Ancestry*, 2nd ed., 2011, Vol. III, p. 296. After the death of Sir Giles Greville, Anne Rede married secondly Sir Adrian Fortescue (beheaded 8, 9 or 10 July 1539), and thirdly Sir Thomas Parry (d. 15 December 1560).

For the inquisition post mortem taken after the death of Sir Giles Greville, see TNA C 142/47/63. For the inquisitions post mortem taken after the death of Rose Clopton Greville, see TNA C 142/45/58 and TNA E 150/1131/8 (Warwickshire) and TNA C 142/44/98 (Essex). For a Chancery suit brought by 'William Neville and Elizabeth, his wife, only daughter and heir of Giles Greville, knight, and executrix and late the wife of Richard Wye' against 'Dame Anne, late the wife of Sir Giles Greville', see TNA C 1/550/58.

An account of Sir Giles Greville's acquisition of the manor of Lasborough provides further information regarding his kinsmen. It states that William Greville of Chipping Campden had a son, John Greville (d.1444), who was succeeded by his son, John Greville (d.1480), who was succeeded by his son, Thomas Greville alias Cokesey

(d.1497), whose heir was his nephew, John Greville (d. before 21 April 1507) of Milcote, Warwickshire, who in 1502 settled the manor of Lasborough on his 'cousin', Sir Giles Greville (d. 1 April 1528). See:

A P Baggs, A R J Jurica and W J Sheils, 'Westonbirt with Lasborough: Manors and other estates', in *A History of the County of Gloucester: Volume 11, Bisley and Longtree Hundreds*, ed. N M Herbert and R B Pugh (London, 1976), pp. 285-288. *British History Online* <http://www.british-history.ac.uk/vch/glos/vol11/pp285-288> [accessed 10 November 2017]

In 1385 Walter Brown sold Lasborough manor to William Greville of Chipping Campden, whose son John (fn. 121) had succeeded him by 1425. (fn. 122) After John's death in 1444 the manor passed to his widow Joyce, who married Walter Beauchamp, and his son John, who made a lease in 1450. (fn. 123) Joyce died in 1473 (fn. 124) and John (d. 1480) made a joint lease of the manor in 1477 with his son Thomas Greville, also called Cokesey. Thomas (d. 1497) was succeeded by his nephew John Greville of Milcote. (fn. 125) In 1502 John settled the manor in fee on his cousin Giles Greville of Wick, near Pershore (Worcs.), (fn. 126) at whose death in 1528 it passed to his widow Anne (fn. 127) who subsequently married Sir Adrian Fortescue. Sir Adrian's right to hold the manor was forcibly contested in 1530 by Giles's daughter and heir Elizabeth and her husband William Neville, (fn. 128) but in 1532 they sold their reversionary right to him. (fn. 129) After Sir Adrian's attainder and execution in 1539 (fn. 130) Anne married Sir Thomas Parry, (fn. 131) later treasurer of Queen Elizabeth's household, (fn. 132) who in 1560 purchased the reversionary right of Sir Adrian's son John Fortescue. Sir Thomas's heir at his death in 1560 was his son Thomas (fn. 133) who was apparently given livery of the manor in 1565. (fn. 134) He was named as patron in 1569 but Anne presented to the living in 1579; (fn. 135) she died in 1587. (fn. 136) Thomas sold the manor in 1589 to Robert Webb of Beckington (Som.), a clothier, (fn. 137) from whom it was purchased in 1598 by Thomas Estcourt. (fn. 138)

For John Greville (d. before 21 April 1507), esquire, heir to his 'cousin', Thomas Cokesey, alias Greville, from whom he inherited the manors of Milcote-upon-Avon, Milcote-on-Stour, and Weston Maudit, Warwickshire, and Lasborough and Great Rissington, Gloucestershire', see Richardson, Douglas, *Magna Carta Ancestry*, 2nd ed., 2011, Vol. II, p. 268 at:

<https://books.google.ca/books?id=8JcbV309c5UC&pg=RA1-PA268>

John Greville (d. before 21 April 1507) was one of three coheirs to Thomas Cokesey (or Joyce Cokesey?). The other two coheirs were Roger Winter and Robert Russell. The latter was the ancestor of Thomas Russell, overseer of the will of William Shakespeare of Stratford. See the will of Sir Thomas Cokesey alias Greville, TNA PROB 11/11/353; the will of Robert Russell, proved 1 December 1502, TNA PROB 11/13/373; and the inquisition post mortem taken after the death of George Winter in Maclean, John and W.C. Heane, eds., *The Visitation of the County of Gloucester Taken in the Year 1623*, (London: Harleian Society, 1885), Vol. XXI, p. 281 at:

<https://archive.org/stream/visitationofcoun00inchit#page/280/mode/2up>

See also Lysons, Daniel and Samuel Lysons, *Magna Britannia*, (London: T. Cadell and W. Davies, 1817), Vol. V, pp. 130-1 at:

<https://books.google.ca/books?id=qUBaAAAACAAJ&pg=PA130>

After the death of Richard Wye, Sir Giles Greville's daughter, Elizabeth Greville Wye, married the poet William Neville, brother of John Neville (1493-1543), 3rd Baron Latimer. From the *ODNB*:

Neville, William (b. 1497, d. in or before 1545), poet, was born on 15 July 1497, the second son of Richard Neville, second Baron Latimer (c.1467–1530), and his wife, Anne, daughter of Sir Humphrey Stafford; his brother was John Neville, third Baron Latimer (1493–1543). He married before 1 April 1529, Elizabeth, daughter of Sir Giles Greville, with whom he had a son, Richard, and two daughters, Mary and Susan. In his youth Neville may have been in the household of Cardinal Wolsey. . . . In 1532 Neville was accused of treason by one Thomas Wood, who alleged that he had prophesied the death of Henry VIII and claimed that he would become earl of Warwick. . . . He appears to have died in or before 1545, when his estate is known to have been in the possession of his son, Richard. . . . Neville is the author of an allegorical dream vision, 'The Castell of Pleasure', in which a dreamer, Desire, is led by Morpheus to the eponymous castle. . . . Copies survive in editions by Henry Pepwell of 1518 and Wynkyn de Worde, probably of 1530.

Robert Whorwood, citizen and mercer of London

Robert Whorwood was a younger son of William Whorwood's brother, John Whorwood, by one of the daughters of Sir Edward Grey (d. 13 February 1529) of Enville (see above). See the History of parliament entry for William Whorwood 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 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.⁵

See also:

A P Baggs, G C Baugh and Johnston D A, 'West Bromwich: Manors', in *A History of the County of Stafford: Volume 17, Offlow Hundred (Part)*, ed. M W Greenslade (London, 1976), pp. 14-20. *British History Online* <http://www.british-history.ac.uk/vch/staffs/vol17/pp14-20> [accessed 14 November 2017].

In 1569 [John Cutte] sold the manor [of Sandwell] and lands formerly belonging to Sandwell priory to Robert Whorwood, a London mercer and a younger son of John Whorwood of Compton in Kinver. (fn. 95)

LM: B(?) Indentur{a} p{ro} Griffyn a{lijs}(?)

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 and William Sheldon of Beoley in the county of Worcester, esquires, of the first party, and Rice Griffin, second son of Edward Griffin late of Dingley in the county of Northampton, esquire, deceased, of the second party, and Edward Griffin, son and heir of the said Edward Griffin and brother of the said Rice of the third party:

Witnesseth that the said William Clopton for and in consideration of the sum [-of the sum] of one thousand five hundred and fifty pounds of good and lawful money of England to him in hand paid by the said Rice Griffin and Edward Griffin, the son, at and before the ensealing and delivery of these present indentures, whereof and wherewith the said William Clopton doth acknowledge himself to be fully satisfied, contented and paid, and thereof and of every part and parcel of the same doth clearly acquit, exonerate and discharge the said Rice Griffin and Edward Griffin, the son, and either of them and the heirs, executors [+and?] administrators of each and every of them forever, by these presents hath given, granted, bargained, sold, aliened and confirmed and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, alien and confirm unto the said Rice Griffin all and singular the lands, tenements, meadows, feedings, pastures, commons of sheep pastures, woods, underwoods, heaths, furzes, waters, fishings, fishing places, wastes, rents, reversions, services, profits, commodities, emoluments and hereditaments whatsoever with all and 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, especified [=specified] and declared, that is to say:

One leasow or pasture ground with the 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 the appurtenances there called or known by the name of Nether Ingon alias Ington containing by estimation one hundred fifty and three acres, and also one meadow there with the appurtenances called or known by the name of Syndrie 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 the 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 the appurtenances called or known by the name of Frison leasow containing by estimation [m. 13] 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 th' 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 the 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 the 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 Shakispere 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 or 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 Williams or one of them or of the assign or assigns 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 Ralph Cawdrey or either of them or of the assign or assignees of them or of either of them;

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

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

Together with all th' estate, right, title, interest, reversion, remainder, use and demand which he, the said William Clopton, had or hath in or to all and singular the premises before by these presents bargained and sold and every part and parcel thereof;

And also the said William Clopton for the considerations aforesaid hath bargained and sold and by these presents bargaineth and selleth unto the said Rice Griffin and Edward Griffin the same all and singular the evidences, deeds, charters, writings, escripts, escrows and muniments whatsoever touching or concerning the premises only or only any part or parcel thereof;

And also the true copies of all other deeds, evidences, charters, writings, escrows, escripts and muniments which do touch and concern as well the premises before bargained or sold as any other lands, tenements and hereditaments, the said Rice or Edward, their heirs or assigns or one of them paying for the writing and copying of the same deeds, evidences, charters and writings upon the delivery of the same copies, all and singular which deeds, evidences, writings, escrows, escripts and muniments, or as many of them as now are and been in the hands, custody or possession of the said William Clopton or of any other person or person to his use or by his delivery which he may lawfully get or come by without suit in the law, together with the said true copies of all other deeds and writings which do concern as well the said lands as other lands, the said William Clopton for him, his heirs, executors and administrators doth covenant and grant by these presents to and with the said Rice Griffin, his heirs, executors and assigns and every of them well and safely to deliver or cause to be delivered unto the said Rice, his heirs, executors, administrators or assigns or to some one of them on the day of the feast of Saint Michael th' Archangel next ensuing the date hereof at the now mansion house of the said William Clopton in Clopton aforesaid or at some other time or place before the same feast;

To have and to hold the said closes, leasows, meadows, feedings, pastures, commons of sheep pasture, woods, underwoods, rents, reversions, profits, commodities and hereditaments and all and singular other the premises with their appurtenances, deeds, evidences, charters, escripts, escrows, writings and muniments before by these presents bargained and sold and every part and parcel thereof to the said Rice Griffin and to the heirs males of his body lawfully coming to th' only use and behoof of the said Rice Griffin and of the heirs males of the body of the same Rice Griffin lawfully coming;

And for default of such issue the said lands and other the premises to remain unto the said Edward Griffin, the son, and to the heirs males of his body lawfully coming;

And for default of such issue the said lands and other the premises to remain to the heirs of the body of the said Edward Griffin, the father, lawfully begotten;

And for default of such issue the said lands and other the premises to remain to the right heirs of the said Edward Griffin, the father, forever;

And the said William Clopton for him, his heirs, executors and administrators and for every of them by these presents doth covenant, promise and grant to and with the said Rice Griffin and Edward Griffin, the son, and either of them severally, and the heirs, executors and administrators of either of them severally, in manner and form following, that is to say:

That he, the said William Clopton, his heirs, executors and administrators and every of them shall and will at all and every time and times hereafter and from time to time at his and their own proper costs and charges clearly acquit, exonerate, discharge or save harmless as well the said leasows, closes, meadows, feedings, pastures and all other the premises with all and singular their appurtenances and every part and parcel thereof, other than the said mill and four lands before mentioned, as also the said Rice and Edward Griffin, the son, and either of them and the heirs males of the body of either of them and the heirs of the body of the said Edward, the father, and his heirs, and the executors, administrators and assigns and every of them, of and from all former bargains, sales, leases, jointures, dowers, wills, statutes, recognizances, writings obligatory, fines, feoffments, entails, judgments, executions, charges, titles, forfeitures and encumbrances whatsoever at any time or before th' ensealing hereof had, made, knowledged or done 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 or grant made to Sir Walter Mildmay, Sir William Cordell, knights, and to the said Edward Griffin and to William Saunders, esquire, of and in the premises, and one lease made to the said Richard Charnock of parcel of the premises before by these presents bargained and sold 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 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 May in the year of [m. 14] Our Lord Christ one thousand five hundred threescore & four [=1 May 1564] and whereupon the old 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 every of the said estates or interests, and the sale of the furzes and bushes growing in the said close called the Sandilles and not growing in the hedges or mounds of the same close;

And further that the said leasows, closes, pastures, lands, tenements and other there [sic?] the premises before by these presents bargained and sold now are and been and so shall

or may at all times hereafter and from time to time be, remain and continue to the said Rice and Edward Griffin, the son, and their heirs severally according to the limitation aforesaid forever of the clear yearly value of forty-five pounds six shillings and eight pence of good and lawful money of England, with six quarters of wheat and fourteen quarters of barley accounted after the yearly rate of £10 as parcel of the said value, which said grain is reserved upon the lease made unto the said Cawdrey and ap Williams and is not now to continue above fourteen years, over and above all charges and reprises whatsoever;

And moreover that 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 and other the premises with the 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 give, grant, bargain, sell, convey and assign the said lands, tenements and other the premises with the appurtenances and every part and parcel thereof, other than the said mill and four lands before mentioned, to the said Rice Griffin and his said heirs males with remainders over as aforesaid in such manner and form as in and by these presents is mentioned and limited, except before excepted;

And moreover that he, the said William Clopton and his heirs and every of them, and Anne, now his wife, and also all and every other person and persons and their heirs having any lawful estate, right, title or interest of, in or to the said pastures, leasows, lands, tenements and other the premises, or of, in or to any part or parcel thereof other than of, in or to the said mill and four lands before mentioned and other than the chief [-and] lord and lords of the fee or fees of the premises for their rents and services only, [+and?] other than the leases and grants for their [sic for 'the'?] interests before in these presents excepted, their executors and administrators and assigns from time to time and at all times during the space of four years next ensuing the date hereof shall do, cause, knowledge and suffer to be done all and every such reasonable act and acts, thing and things, conveyances and assurances whatsoever for the further, more better and perfecter assurance, sure making and conveying of the said lands, tenements, hereditaments and other the premises with their appurtenances and of every part and parcel thereof, other than the mill and four lands before mentioned, to be had and made sure to the said Rice Griffin and to the heirs males of his body with remainders over as is aforesaid as by the said Rice and Edward Griffin or either of them or the heirs, executors, administrators or assigns of either of them or their or either of their learned counsel in the law shall be reasonably devised or advised and required, be it by fine or fines with proclamations, recovery with voucher or vouchers over, deed or deeds enrolled, the enrolment of these presents, foeffment, release, confirmation or otherwise with warranty against all men, or otherwise without warranty, at the costs and charges in the law of the said Rice and Edward or either of them or the heirs, executors or assigns of some one of them as for the

making of any such estate or assurance the said William Clopton and Anne, his wife, shall not be compelled to travel out of the county of Warwick;

And the said William Sheldon for him, his heirs, executors and administrators by these presents doth covenant, promise and grant to and with the said Rice Griffin and Edward Griffin, the son, and either of them severally and th' heirs, executors and administrators of them and either of them severally in manner and form following, that is to say, that the said leasows, closes, meadows, feedings, pastures, lands, tenements, hereditaments and all other the premises with all and singular their appurtenances and every part and parcel thereof, other than the said mill and four lands before mentioned, shall at all times hereafter during the space of twenty years next ensuing continue, remain and be discharged or saved harmless of all bargains, sales, leases, jointures, dowers, recognizances, entails, judgments, executions, charges and encumbrances whatsoever heretofore had, made or done or hereafter and before [+the?] assurance of the premises to the said Rice Griffin in form aforesaid to be had, made or done by the said William Clopton or William Sheldon or by Lodovick Greville, Edmund Plowden, Ralph Sheldon, esquire, John Wilkinson, citizen and merchant tailor of London, Robert Whorwood, citizen and mercer of London, and by one William Porter, gentleman, or by any of them or by the assigns of them or any of them, and that all and every the estates and interests conveyed to the said Edmund Plowden and Ralph Sheldon and either of them in and to the premises is ended and determined;

Further that he, the said William Sheldon, and the above-named Ralph Sheldon or either of them or th' heirs, executors or administrators of either of them or some one of them on this side and before the feast of Easter next ensuing shall deliver or cause to be delivered unto the said Rice Griffin and Edward Griffin or either of them or to th' executors, administrators or assigns of either or some one of them all and every recognizance and recognizances or writings obligatory knowledged according to the form of the statute lately made and provided for the recovery of debts at any time heretofore made or knowledged by the said William Clopton unto the said William Sheldon and Ralph Sheldon or either of them or made or knowledged unto any other person and now being in the hands or possession of the said William Sheldon or Ralph Sheldon or of any other to their or either of their uses, or assigned granted or conveyed unto the same William and Ralph Sheldon or either of them or to any other to their or either of their uses, cancelled and made void;

And also that they, the said William Sheldon and Ralph Sheldon or either of them or the heirs, executors or administrators or [sic for 'of?'] either of them or some one of them at his and their own proper costs and charges at or before the said feast of Easter next coming shall sufficiently discharge, cancel and make void all and every recognizance and recognizances whatsoever by the said William Clopton knowledged in any of the Queen's Majesty's courts of record unto the said William Sheldon and Ralph Sheldon or either of them or unto any other person and heretofore assigned, granted or conveyed to the said William and Ralph Sheldon or either of them, if any such be, and the vacat or cancellation of the same recognizances and every of them shall procure, obtain and get to be sufficiently entered of record without any fraud or covin;

And furthermore that the said William Sheldon, his heirs, executors or administrators, upon all and every reasonable request to him, them or to some one of them by the said Rice Griffin and Edward Griffin or by either of them or by [m. 15] the executors, administrators or assigns of them or of either of them to be had and made shall and will at all times hereafter during the said twenty years bear, pay and sustain all charges in law of all manner of suits whatsoever wherewith the said Rice Griffin and Edward Griffin or either of them or the heirs, executors, administrators or assigns of either of them shall be charged or driven to pay touching or concerning the said leasows, meadows, feedings, closes and other the premises or any part or parcel thereof, other than the said mill and four lands aforementioned, or in or about the defence of the same or any of them by reason of any act, charge or encumbrance made or pretended or supposed to be made by the said William Clopton, William Sheldon, Lodovick Greville, Edmund Plowden, Ralph Sheldon, John Wilkinson, Robert Whorwood and William Porter or any other person, so that the said William Sheldon, his heirs, executors, administrators or assigns or some one of them have notice of such suit or proceeding in time convenient;

And the said William Sheldon for himself, his heirs, executors and administrators, and by these presents doth covenant, grant and agree to and with the said Rice Griffin and Edward Griffin, the son, and either of them severally and the heirs, executors, administrators and assigns of either of them severally that if the said leasows, closes, meadows, feedings, pastures, lands, tenements, hereditaments or other the premises or any part or parcel thereof, other than the said mill and four lands aforementioned, shall at any time hereafter within the space of twenty years next ensuing the date hereof be lawfully evicted or devested from the said [+Rice?] Griffin and Edward Griffin or from either of them or from the heirs or assigns of them or of either of them by any right, use or title by virtue or means of any act or thing having, being or beginning before assurance of the premises made to the said Rice in form aforesaid whereby they or either of them or any the heirs or assigns of either of them shall lose any estate of inheritance in the premises or any parcel thereof, that then the said William Sheldon, his heirs, executors, administrators and assigns or some one of them within six months next after notice thereof to them or to some one of them by the said Rice Griffin and Edward Griffin or by either of them or by th' heirs or assigns of either of them to be given, at one entire payment shall well and truly satisfy, content and pay or cause to be well and truly satisfied, contented or paid unto such of them and their heirs or assigns from whom the immediate inheritance of the same or any part or parcel thereof shall be so evicted or devested after the rate of thirty and six years purchase for so much thereof as shall be so evicted or devested according to the value as the same is now letten;

In witness whereof to the first part of these present indentures remaining with the said Rice Griffin the said William Clopton and William Sheldon have set to their seals, and to the second part of the same indentures remaining with the said Edward Griffin the said William Clopton and William Sheldon have set to their seals, and to the third part of the same indentures remaining with the said William Clopton and William Sheldon the said Rice Griffin and Edward Griffin have set to their seals, given the day and year first above-written.

Et memorandum q{uo}{d} p{re}{d}{i}{c}{t}o decimo septimo die Decembris Anno t{er}{ciodecimo} sup{ra}scr{ipto} p{re}{d}{i}{c}{t}us Will{elmu}s Clopton tant venit coram d{ic}{t}a d{omi}na Regina in Cancellar{ia} sua apud west{monasteriu}m personalit{er} constitut{us} et recognouit Indentur{am} p{re}{d}{i}{c}{t}am ac om{n}ia et sing{u}la in eadem content{a} et sp{ec}ificat{a} in forma suprascr{ipta}

[=And be it remembered that the foresaid seventeenth day of December in the thirteenth year above-written the foresaid William Clopton [tant?] came personally before the said 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.]

[NOTE: Two cancelled recognizances not transcribed.]