

NATIONAL LIBRARY OF AUSTRALIA

**GUIDE TO THE NAN KIVELL CALLIGRAPHY
COLLECTION
MS 4052**

**ARRANGED, DESCRIBED AND EDITED BY
BARBARA ROSS
1985**

GUIDE TO THE NAN KIVELL CALLIGRAPHY COLLECTION

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Gordon Athol Anderson, 1929-1981: in memoriam von seinen Studenten, Freunden und Kollegen 'The Progeny of Old Hall: more leaves from a Royal English Choirbook', Maragret Bent (pages 1-54)

"The practices here adopted in reading, extending, translating and indexing are of course not unexceptionable. It is only hoped that they will not be found more inconvenient than their potential rivals. No system can be devised that is not open to grave disadvantages, as all must know who have themselves tried to edit medieval texts on a consistent plan."

R.B. Pugh, 'Abstracts of Feet of Fines relating to Wiltshire for the reigns of Edward I and Edward II: Wiltshire Archaeological and Natural History Society. Records Branch vol. 1, 1939, p.xviii.

INTRODUCTION

a) Provenance and Arrangement

The documents which are here calendared were presented to the National Library in October 1969 by the late Sir Rex Nan Kivell. The gift is announced and briefly described in the donor's letter to the National Librarian dated 16 October 1969.¹ From this it can be seen that the collection was thought of primarily as one of "specimens of early calligraphy" or "beautiful specimens of early documentation". Sir Rex Nan Kivell had gathered these documents over many years from varied sources which were never recorded; it seems likely, however, that the many items relating to the Elliott family of Salisbury and their relatives would have had a single provenance.²

Before the National Library received this collection, and also before the destructive qualities of sellotape were fully appreciated,

¹ NLA file P21/5/30/4 f.112

² Investigations concerning this family were made at the Wiltshire Country Record Office, and a reply from the County Archivist, dated 2 February 1978 on f.13 of File 402/1/9, states: "We have no large group of Elliott records, but we did acquire by purchase several years ago two account and memorandum books, one c. 1672-1704 and the other 1754-1767, and a number of loose papers, mainly bills, of the eighteenth century. There are also other documents, mainly deeds, in which the family is mentioned, in other collections here, but certainly nothing in the way of a proper archive group".

many of the documents had been placed into a large album³ and affixed there with this material. This large volume, with a white vellum spine, measured 620 x 425 x 75 cms. In gold lettering on spine was written: EARLY MANUSCRIPTS DOCUMENTS AND WRITING SPECIMENS COLLECTION OF REX de C. NAN KIVELL: For future safe keeping however all the documents have now been removed from this volume, although not before some documents had received from the adhesive a stain which cannot now be removed, and some seals had been damaged by the weight of the volume. Before removing the documents the volume was foliated and a note made of the number of the folios to which each document had been affixed. The order of documents in the volume was quite haphazard and of no apparent significance in regard to provenance, date, or calligraphy, save that some of the music or non-legal documents might on occasion be found together on the same page.⁴ Part of this collection was not contained in the aforementioned large album, and had been kept in the NLA Rare Book Room in a large plastic bag. It was not at first realised by the editor of this catalogue or the present Rare Book Room Staff that these documents were part of the Nan Kivell Calligraphy Collection, but they are now recognised as being part of the same group. They consist of exactly the same miscellaneous medieval material as were found in the album and some leaves contained in the bag can be identified as part of the same volume which was the source of leaves found in the Album. The particular

³ Accession no. GE22358A dated 15.4.70, received approximately 14 April, Files D49/34, G2/9/66.

⁴ For a brief outline of order of documents in volume see Appendix 2.

documents which were not in the original volume can be identified in this calendar if necessary by observing the information given under the heading Provenance. The Album and loose documents arrived in Australia in March 1970. For a copy of the correspondence dealing with the acquisition of this collection see Appendix 1.

After discussion and consideration it was decided that for purposes of the final arrangement and calendaring, the Nan Kivell Calligraphy Collection could most satisfactorily be divided into three parts, on the basis of the nature of the documents. The three types of manuscripts and calligraphy which the collection contains are (1) legal deeds and related documents in Court hand; (2) manuscripts containing musical notation; (3) non-legal manuscripts such as pages from the Vulgate, or from works on theology, philosophy, etc, in Book Hand.

As has been said, the provenances of these documents were not recorded when they came into Sir Rex Nan Kivell's hands and it is impossible to restore any original order. It therefore seemed preferable to arrange the documents of type (1) purely by date order. In the case of a facsimile document, it is placed at the date of the original. No attempt has been made to arrange the documents topographically. The Countries, counties or towns which are the subject or scene of the varying legal transactions can be seen from the Place index.

The order for entries in the second type of manuscript, those containing music notation, is as the late Professor Anderson thought appropriate. Professor Anderson and Dr L. Dittmer have published an edition of this material, with facsimiles, in vol.13 of the publications of the Institute of Medieval Music, (1981). For up-to-date Comments on that edition see the preliminary Page to that Section in this calendar, i.e. Section 2.

The Bodleian Library, Oxford has kindly Consented to provide identification of some Of the material in the third group,⁵ i.e. the Non-legal documents which are in Book Hand. The order for entries in this third section will be as the Bodleian Library advises, but it seems likely, since in most cases the exact year cannot be known and dates can only be approximate, that they will be sorted according to century, and then placed in alphabetical order according to title of the work. For the purpose of identification during and after photographing these items were given the numbers T(emporary) 1 to T108, but it should be noted that this order has no significance.

⁵ See correspondence dated 1979
On file 402/1/9

b) Scope and Content

Not until the Collection with its three sections is completely catalogued can a full assessment be made of the significance of the total Nan Kivell Calligraphy Collection. Sections (b) and (c) - the music-liturgical manuscripts and the manuscript book fragments - can only be mentioned here briefly and more information will eventually be known about them, especially if the Bodleian Library is able to complete its survey. It has nevertheless been thought worthwhile to put down here what has so far emerged, about Sections (b) and (c).

The first section however, MS 4052/1/1 - MS 4052/1/111, has been completed and can have its nature and highlights described. It is a miscellaneous group of legal or administrative documents. The types of documents can be seen in the alphabetical index of types in Section (c) of the introduction to the legal section of this calendar. There are thirty-four kinds and except for three items all are from England and so reflect the English land-holding and legal system.

Those which deal with the Elliott Family of Salisbury are a typical group of family records which might have been assembled by the family lawyer, or alternatively handed down in the family. They are interesting in that they show the social mobility of the family from one who was the son of a 'hosbondman' apprenticed as a woollen draper in 1561 (MS 4052/1/23) to one who reached the position of Deputy-Lieutenant of the Country in 1761 (MS 4052/1/101a). They eventually also had connections with the Church and a document (MS 4052/1/98) deals with a prebend which one family member held. Other typical family documents are marriages, wills and bonds. One small group of documents deal with the estate of a lunatic. Types of documents can be seen in their chronological perspective by looking at the legal document' introduction,

"(e) List of dates of documents", which in addition to dates also lists the types of document. Families connected with the Elliotts were Thornes, Abbots, Comfort, Powell and Templeman.

Documents connected with the Elliott family are MS 4052/1/23, 29, 30, 32, 35, 36, 38, 39, 40, 41, 45, 49, 50, 51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 66, 68, 69, 70, 71, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86, 90, 92, 93, 96, 98, 101a, 102, 103, 104, 105, 111.

Other documents in this legal section have no apparent connection with the Elliotts, or with Hampshire. For the places with which the documents are concerned see the place index.

The earliest document is dated 1325 and is a very agreeably written item. Although from a paleographic point of view the collection has not been assembled to be totally representative, it is possible to select examples of typical record hands for five centuries of English history. English hands naturally have connections with other European national hands and the group is therefore useful for display and teaching purposes. The pull of a page on parchment of the photozincographic edition of Domesday Book (MS 4052/1/1) would be the starting point for such a display. Examples of book hand are to be found in the other two sections of this collection. The easiest way of acquiring a conspectus of the hands in the Collection would be to go through the five volumes of photographs, although naturally the heading '4' in the Calendar gives indications of type. There are some interesting examples in the Secretary hand written in English included in this collection which because they can be understood more easily than the Latin ones are useful for students. Other interesting hands

are that of the Court of Wards and Liveries document (MS 4052/1/17) and the legal court hands such as those seen in recoveries.

The isolated items of interest are the Grant of Richard II (MS 4052/1/4), which has a fine decorated 'R' initial in the English style, and the document concerned with Drury Lane Theatre of 1793 (MS 4052/1/106) which has an engraving of the theatre. The Richard II grant has its original silk seal tag, but no Seal. There are very few good examples of Seals; that on MS 4052//18 may be noted. There is an example of an ecclesiastical Seal which is of interest although it needs some conservation (MS 4052/1/48a).

Where watermarks on paper exist they have been noted in section 18 of each item's description. The famous one of the Puritan's Hat of the Commonwealth period can be seen in MS 4052/1/87. Two examples of interest for postal history, showing a Bishop hand stamp, can be seen on MS 4052/1/103, and 105.

Latin and English are the principal languages. However, of the three Continental documents, one a municipal financial account (MS 4052/1/7) from Doullens in France, is in French, and one, a bond (MS 4052/1/13) from Ingwiller in Alsace, is in German. The third document (MS 4052/1/3) from Florence is in Latin.

If the four indexes to this Section of the Collection are consulted, i.e. (c) Types of Documents, (d) index of places, (e) List of dates of documents, and (f) List of original order of documents, most of the items can be found. Otherwise it is not too arduous a task to leaf through the volumes of photographs or to check the relevant heading in the Calendar descriptions, if a search is being made for a particular item.

In Section 2, the music-liturgical fragments, the first item (MS 4052/2/1) has been the subject of much consideration by overseas scholars and has finally been identified as one of fourteen existing fragments of an English Choirbook of Henry VI's Chapel. A copy of Professor Margaret Bent's article is placed in the appropriate Section. It seems likely, if the Dittmer/Anderson attribution is correct, that the fragment MS4052/2/16 is the oldest document item (Mid 11th Century) which the National Library possesses. No further detailed work has been done in the other items in this Section so far as is known.

In Section 3 numbers MS 4052/T13, T14, T15, T20, T21, T22, T23, T31, T32, T33, T34, T35, T36, T47, T48, T42, T53, T54, T55, T56, T66, T68, T69, T70, T81, T82, T84, T100, T101, T102, T103, T104, T105, T106, T107 are obvious liturgical fragments.

Many other fragments are likely to be from glossed books of the bible (See C.F.R. de Hamel Glossed Books of the Bible and the origins of the Paris Booktrade), for similar material. Nearly all these fragments are pastedowns or fragments from books which have been rebound.

Dr Albinia de la Mare of the Bodleian Library, identified MS 4052/T106, T107 as coming from a dismembered psalter written by Pietro Ursuleo; the Bodleian had also recently acquired a leaf from the same work and Dr de la Mare had been attempting to reconstruct the work. The National Library's item is significant in that it contains the actual signature of the Scribe Pietro Ursuleo. It is

possible that several more items in this Section will prove to be of more than ordinary interest, when their investigation is complete. Sir Rex Nan Kivell's hope that his calligraphy collection would provide the National Library with "finds" has indeed proved to be the case.

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COMPRISES Letters from the National Library's files relating to the acquisition of
the Nan Kivell Collection.

Legal Documents MS4052/1/1 - MS4052/1/111

- a) Editorial Practice
- b) Alphabets of Scripts
- c) Index of Types of Documents
- d) Index of Places
- e) List of Dates of Documents
- f) List of original order of documents
- g) Calendar of Items

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a) Editorial Practice

In the first part of this calendar, that which deals with legal documents, information concerning each item has been arranged in a consistent manner under the following headings.

1. Call No.
2. Date
3. Language
4. Palaeographical Features
5. Parties
6. Recited deeds
7. Consideration
8. Description of Instrument
9. Subject of transaction
10. Term
11. Rent
12. Clauses
13. Witness
14. Signatures
15. Place and date
16. Seals
17. Endorsements
18. Material
19. Size
20. Condition
21. Provenance
22. Notes

This extended version of the method recommended by the British Records Association,⁶ has been adopted since it was thought that this greater detail was appropriate for a collection of such differing items, and that it also would be of greater help to students inexperienced in this field. It is also in accord with the method suggested for a survey to record those legal documents dating from before 1800.

⁶ See British Records Association, Reports from Committees, No. 4, Cataloguing of Deeds, esp. pp11-22.

An unchanged tabular form for entering information concerning each item has been used rather than the more usual continuous prose description, since such a method allows the differing features to be seen more readily and quickly.⁷

Some facts should be noted about the method of entering information under various headings. The heading 1. Call No. gives the symbol by which the document is identified. The first element is the reference number of the whole collection; the second element indicates the section of that collection, and the third element is the item number within that section.

Under 2. Date the modern date equivalent is given with the proviso that if the historical year had been stated in the item calendared according to the computing method which began the year on 25 March, both the old and modern forms are given, as for example in document MS 4052/1/47, 13 January 1605/6. This document was actually written according to our Present computation on 13 January 1606. The exact form of the Contemporary date given by the document, - feast day, regnal Year, etc - will be found in the entry under 15. Place and Date. If this was in Latin, it has been translated, if in English it has been transcribed exactly and placed within single inverted commas ' '. The four most frequently encountered feast-days, Michaelmas (29 September), Christmas (25 December), Lady Day (25 March) and Midsummer (25 June), which in England were the four usual quarter days for payment of rents and dues have always been described in these usual common terms although in the originals there are many fuller descriptions of these feastdays, eg. 'The feast day of St Michael The Archangel', 'The feast day of the Birth of our Lord God', 'The feast day of the Annunciation of our Lady St Mary the Virgin', and 'The feast day of the Nativity of St John the Baptist' or their Latin equivalents.

⁷ An effective example of continuous prose descriptions is R.B. Pugh 'Calendar of Antrobus Deeds before 1625' Wiltshire Archaeological and Natural History Society, Record Branch, vol. 111. 1947.

In 4. Palaeographical Features information concerning the handwriting is given. It is described often by referring the reader to major works in this field especially Charles Johnson and Hilary Jenkinson, English Court Hand, 1066 - 500, Oxford 1915; Hilary Jenkinson, The later Court Hands in England, Cambridge, 1927; L.C. Hector, The Handwriting of English Documents, London 1958; Andrew G. Watson, Catalogue of dated and dateable manuscripts ca. 700 - 1650 in the manuscript Department of the British Library, 1980, 2 vols. Giles E. Dawson and Laetitia Kennedy-Skipton, English Handwriting 1500 - 1650, Faber and Faber 1968; Xerox copies of the Jenkinson's alphabets from The Later Court Hands in England are attached so that they may be easily consulted and compared with the photograph of each document which is placed opposite its description. Incidentally the term English Court Hand has been used following the practice of Jenkinson, Johnson and Hector more frequently than that of Anglicana, which was suggested by M.B. Parkes, in English Cursive Book Hands 1250 - 1500, Oxford, 1969. The excellent introduction and alphabets of A.G. Petti in English Literary hands from Chaucer to Dryden Arnold 1977 have also been consulted. Xerox copies of both these alphabets are also included. In the Calendar Jenkinson's alphabets are those referred to by his number only; references to Petti's alphabets are both his name and number e.g. 'Petti no.10'.

In respect of 5. Parties the Editor's practice in rendering names in this calendar is as follows:

- a) Latin Documents. Latinized Christian names or surnames have been given their present customary English form. Surnames or places have been transcribed and left in their original spelling. Property descriptions in Latin are translated into English but street, house or field names are left in their original form, but not enclosed by inverted commas. The convention of inverted commas is, however used in all other circumstances to indicate an exact transcription from the original. If in a translation it is thought that there might be any doubt as to what the original words were these have been placed in round brackets, within single inverted commas.
- b) English documents. Personal names and place names have in all cases been transcribed exactly. Where it has been necessary to quote exact words from the document (for example in property descriptions which are normally given in full, and exactly) these are placed within single inverted commas, thus ' '. If in a summary of information it has been thought necessary to indicate the original phrase or word these are shown within round brackets, in single inverted commas. Square brackets enclose words or comments supplied by the editor.

Under the heading 6. Recited deeds, the preliminaries which led up to the document under consideration and its dispositive act are briefly recounted. Normally date, parties, type of document and subject of transaction are given. The documents dealt with in this Calendar in the period up to the eighteenth century only rarely require an entry under this heading. For the examples MS 4052/1/100, and 101, which contain many recited deeds, dates only have so far been given, but it is hoped to expand the entry later.

Under 7. Consideration, the amount of money paid by one party to another is normally given, although on occasion the consideration can be 'of a marriage to be Celebrated' or other non-financial motive.

Under 8. Description of Instrument, the usual name for the type of legal document is given. This is followed by the dispositive words in the original form and language, placed in brackets within single inverted commas. For accounts of some of the legal instruments involved, the following words have been consulted, both ed. By R.B. Pugh. "Abstracts of Feet of Fines relating to Wiltshire for the reigns of Edward I and II", and "Calendar of Antrobus Deeds before 1626", Wiltshire Archaeological and Natural History Society, Records Branch, Vol. I, 1939, Vol. 3, 1947.

Under 9. Subject of transaction, the properties or items involved in the dispositive action are given. If the document is in Latin this description of the property or other subject of the transaction is translated. If it is in English, it is transcribed with the original spellings and placed within single inverted commas.

Under 10. Term, is given the period for which the document's provisions are in force.

Under 11. Rent, is placed the amount of rent, either cash or kind in the exact terms as expressed by the document.

Under 12. Clauses, information is normally summarized or abstracted, but occasionally clauses of interest have been transcribed in their entirety.

Under 13. Witnesses, the names of those who are witnesses to the document are given. If in Latin in an attestation Clause they are translated as under 5 Parties. If they are added to the document in an endorsement a delivery clause or otherwise, in English, they are transcribed exactly.

Under 14. Signatures, is given an exact transcription of the signatures of the parties to the deed.

Under 15. Place and Date, is transcribed exactly the date of the document and the place where it was written if in English. If Latin it has been translated.

Under 16. Seals, information is given on the type and affixation of any Seals.

Under 17. Endorsements, any endorsements are transcribed exactly.

Under 18. Materials, information is given re Parchment or paper, including watermarking if relevant.

Under 19. Size, is given the measurements of the document, with longitudinal measurement first, and the horizontal measurement second, i.e. height by width.

Under 20. Condition, a personal opinion is given of the state of preservation of the document.

Under 21. Provenance, details of the history of the document would normally be given. For this collection all that is known is that the documents were brought together by Sir Rex Nan Kivell and when he donated them to the National Library the Liaison Officer of the National Library at Australia House wrote "He (Sir Rex Nan Kivell) said he has collected these many hundreds, perhaps thousands, of pieces over many years from many sources and he could not give me their provenance." (The 'many thousands' refers to miscellaneous prints also included in that consignment). As some of them were attached to pages in a special book the page numbers of this book has been recorded here, but little significant information can be deduced from this at present although it may prove useful at a later stage.

Under 20. Notes, definitions of unusual words Or other matters of interest are placed.

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COMPRISES Examples of alphabets in various scripts.

Publications held in the General Collection of the National Library of Australia which
provide information about medieval scripts include:

A guide to western historical scripts: from antiquity to 1600 by Michelle P. Brown

Call number YY1 411.7 B879 (<http://catalogue.nla.gov.au/Record/201251>)

Guide to scripts used in English writings up to 1500 by Jane Roberts

Call number YYq 421.1 R645 (<http://catalogue.nla.gov.au/Record/2623418>)

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c) Types of documents (Section 1)

Acknowledgement of Debts 1/69
 Acquittance 1/45
 Appointment of Attorney 1/9, 1/63
 Appointment of Chaplain 1.3
 Appointment of Deputy Lieutenant 1/101a
 Appointment to a Prebend 1/98
 Apprenticeship bonds 1/23, 1/29, 1/30, 1/51, 1/58
 Assignment of lease 1/37
 Assignment of mortgage 1/100, 1/101
 Bargain sale 1/25, 1/36, 1/57, 1,90
 Bond 1/11, 1/32, 1/34, 1/35, 1/36, 1/38, 1/39, 1/47
 1/49, 1/52, 1/53, 1/83, 1/85, 1/97
 Court of Wards and Liveries Book 1/17
 Declaration of Uses 1/65
 Domesday Book, facsimile page 1/1
 Final Concord 1/26, 1/40, 1/41, 1/43, 1/89
 Final accounts 1/7, 1/17, 1/68
 Gift 1/2, 1/6, 1/14, 1/16, 1/28, 1/31, 1/55
 Grant 1/106
 Grant of Free Warren 1/4, 1/5
 Injunction 1/62, 1/75, 1/76, 1/77, 1/79
 Lease 1/12, 1/19, 1/20, 1/21, 1/24, 1/33, 1/50, 1/84, 1/88
 Letters 1/70, 1/92, 1/103, 1/104, 1/105
 Letters Patent 1/16, 1/67, 1/71, 1/72
 Letters of Administration 1/48, 1/93, 1/107
 Letters of Attorney 1/98
 Marriage agreement 1/22, 1/56, 1/96
 Notes and Notices 1/86, 1/109, 1/111
 Quit claims 1/8, 1/10, 1/15, 1/27, 1/74, 1/78, 1/94
 Recovery 1/18, 1/44, 1/72, 1/102a
 Release 1/95, 1/66
 Report 1/64
 Transcript of Court Proceedings 1/59
 Will and Testament 1.54, 1/87, 1/91
 Writ of Execution of Chancery order 1/60

d) Places (Section 1)

Berkshire 1/18

Derbyshire 1/2, 1/4, 1/105

Dorset 1/11, 1/14, 1/17, 1/20, 1/24, 1/27, 1/28, 1/44,
 1/50, 1/52, 1/59, 1/62, 1/73, 1/86, 1/92

France (Doullens) 1/7

Alsace (Ingwiller, Strasbourg) 1/13

Gloucestershire 1/88

Hampshire 1/67, 1/85, 1/87, 1/91

Italy, Florence 1/3

Leicestershire 1/17

Middlesex 1/106

Norfolk 1/100, 1/107, 1/107

Shropshire 1/16, 1/22, 1/25, 1/42

Surrey 1/1, 1/17

Warwickshire 1/17

Wight, Isle of, 1/91

Wiltshire 1/6, 1/8, 1/9, 1/10, 1/12, 1/15, 1/17, 1/19,
 1/21, 1/23, 1/26, 1/29, 1/30, 1/31, 1/32,
 1/33, 1/34, 1/35, 1/36, 1/37, 1/38, 1/39,
 1/40, 1/41, 1/43, 1/45, 1/46, 1/47, 1/49, 1/51,
 1/53, 1/54, 1/55, 1/56, 1/57, 1/58, 1/59, 1/63,
 1/64, 1/66, 1/68, 1/69, 1/70, 1/73, 1/74, 1/75,
 1/76, 1/77, 1/78, 1/79, 1/80, 1/81, 1/83, 1/84,
 1/90, 1/93, 1/94, 1/95, 1/96, 1/97, 1/98, 1/99,
 1/103, 1/104, 1/107, 1/108, 1/109.

Yorkshire 1/65

e) List of Dates of Documents

MS 4052/1/1	1086 (Latin) Facsimile Domesday Book page
2	10 November 1325 (Latin) Gift (deed poll)
3	31 June 1355 (Latin) Appointment of Chaplain
4	30 April 1369 (Latin) Grant of Warren
5	24 February 1392 (Latin) Grant of Warren
6	14 February 1404 (Latin) Gift
7	1406-7 (French) Municipal Accounts
8	4 October 1525 (Latin) Quitclaim
9	9 April 1425 (Latin) Appointment of attorney
10	9 April 1425 (Latin) Quitclaim
11	7 April 1428 (Latin) Bond
12	29 September 1449 (Latin) Lease
13	1455 (German) Deed
14	6 April 1506 (Latin) Gift
15	25 February 1510 (Latin) Quitclaim
16	4 November 1519 (Latin) Gift (letters patent)
17	1522-23 (Latin) Court of Wards & Liveries paper
18	14 May 1537 (Latin) Recovery
19	20 May 1553 Lease
20	20 March 1556 Lease
21	4 January 1557 Lease
22	3 February 1557 Marriage agreement
23	23 September 1561 Apprenticeship bond
24	10 May 1568 Lease
25	2 November 1570 Bargain Sale
26	6 October 1571 (Latin) Final concord
27	26 February 1577 Quitclaim
28	2 November 1578 (Latin) Gift
29	26 December 1587 Apprenticeship bond
30	26 December 1587 Apprenticeship bond

MS 4052/1/31 29 May 1587 (Latin) Gift
32 14 June 158 (Latin & English) Bond
33 1 August 1589 Lease
34 6 March 1589/90 (Latin & English) Bond
35 11 August 1590 Bond
36 13 August 1590 (Latin & English) Bond
37 31 October 1590 Assignment of lease
38 4 November 1591 (Latin & English) Bond
39 29 April 1593 (Latin & English) Bond
40 2 May 1594 (Latin) Final Concord
41 2 May 1593 (Latin) Final Concord
42 Michaelmas 1594 (Latin) Final Concord
43 21 May 1596 (Latin) Final Concord
44 30 June 1596 (Latin) Recovery
45 18 November 1598 Acquittance
46 ? January 1605 (illegible)
47 13 January 1605/6 Bond
48 8 February 1607/8 (Latin) Letters of Administration
49 19 February 1608/9 (Latin & English) Bond
50 25 March 1609 Lease
51 21 December 1609 Apprenticeship Bond
52 21 February 1610 Bond
53 15 November 1610 (Latin & English) Bond
54 22 June 1612 Will
55 2 October 1612 Gift
56 13 September 1613 Marriage agreement
57 20 September 1614 Bargain Sale
58 13 November 1615 Apprenticeship Bond
59 21 June 1616 (Latin) Letter patent copy
60 13 August 1616 (Latin & English) Writ

MS4052/1/61 16 October 1616 Chancery order

62 14 February 1617 (Latin) Letters patent injunction

63 10 December 1617 Appointment of attorney

64 8 February 1618 Legal opinion

65 28 November 1618 Declaration of Uses

66 19 June 1619 Release

67a 21 September 1620 Extracts from charters

67b 21 September 1620 " " "

68 c. July 1623 List and account

69 5 December 1623 Acknowledgement

70 Undated Letter

71 Undated (Latin) Transcript of court proceedings

72 30 June 1626 (Latin) Letters patent

73 13 June 1627 (Latin) Recovery

74 1 July 1628 Release

75 2 June 1630 Injunction

76 23 June 1630 Injunction

77 18 February 1631 Injunction

78 Undated Quit claim

79 Undated Copies of injunction

80 1638 (Latin) Declaration of financial account

81 1640 (Latin) " " " "

82 27 May 164 (Latin) Letters of administration

83 11 January 1643 (Latin & English) Bond

84 20 March 1648 Lease

85 8 May 1651 Bond

86 September 1652 Financial notes

87 14 April 1653 Copy of will

88 1 June 1653 Lease

89 23 October 1656 Notification of Final Concord

MS 4052/1/90 1 September 1657 Bargain Sale

91 14 May 1663 Copy of will

92 17 May 1663 Letter

93 3 June 1664 (Latin) Letters of administration

94 22 December 1669 Quitclaim

95 20 January 1670 Release

96 8 August 1672 (Latin & English) Bond

97 2 June 1684 (Latin & English) Bond

98 22 January 1704 Appointment to a prebend

99 27 January 1704 Receipt

100 21 October 1758 Assignment of mortgage

101 14 April 1764 Assignment of mortgage

101a 20 April 176? Appointment of Deputy Lieutenant

102 28 August 1765 Receipted Bill

102a 28 November 1780 Recovery

103 17 February 1785 Letter

104 20 August 1785 Letter

105 1787 Letter

106 19 June 1793 Grant

107 2 June 1802 Letters of administration (intestacy)

108 26 March 1803 Receipt

109 January 1816 Notice

110 27 March 1819 Receipt

111 Not dated Label

f) Original Order of Items in Volume MS 4052

(All other items in the Nan Kivell Calligraphy Collection were either loose or in specially made boxes. Details can be found under Section 21 of individual Calendar entries)

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29	" ms		

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NAN KIVELL CALLIGRAPHY COLLECTION

SECTION 1

LEGAL AND RELATED DOCUMENTS IN
COURT HAND (ANGLICANA)

MS4052/1/1-MS4052/1/111

Note: This page is blank in the original volume

1. Call No. MS4052/1/1
2. Date: 1086 (facsimile)
3. Language: Latin
4. Palaeographical Features: Carolingian miniscule with rustic capitals. See Hector pp.54-5, also Ann Williams, The Domesday book [Great Domesday] Facsimile, Translation, Maps and Indices, Library ed., P. Sawyer, Domesday Book, a reassessment. London, 1986.
5. Parties: -
6. Recited deeds: -
7. Consideration: -
8. Description of Instrument One facsimile page of 'Domesday Book' or the 'Doomsday Survey'. It is f30 i.e. the first page for the County of Surrey in this work.
9. Subject of Transaction: -
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: -
15. Place & Date: This facsimile was probably produced in England in 1861-63. This document is the only facsimile in this collection.

16. Seals: -
17. Endorsements: -
18. Material: Parchment
19. Size: 355mm x 240mm, with a rectangular piece
900mm x 45mm cut from lower left hand
corner.
20. Condition: Good
21. Provenance: Unknown, not from volume MS4052.
22. Notes: This page is thought to be a
photolithographic or photozincographic
copy produced on parchment of the original
manuscript. A facsimile edition of this
work was produced in 1861-1873. For
details of that edition see Domesday
Rebound, London, H.M.J.O., 1954, P13. For
a brief introduction to Domesday Book see
Domesday Book, text and translation edited
by John Morris, vol 3. Surrey, Phillimore,
Chichester 1975.
This manuscript was referred to
Conservation for an investigation under
microscope and the report (Con.1267, 30
Nov.1981) reads in part "This page is a
photo-lithographic or photo-zincographic
copy of the original. The original
measures approximately 15" x 11"; the
library's copy is smaller. The hand
writing appears too regular to have been
applied by hand. The inks lie on the
surface however with handwriting on vellum
some ink would penetrate the surface.
The original Domesday Book had scarlet
headings and other rubrications. Shire
headings were in full red. In this copy
the red is laid over black. All other
rubrications that appear including shading
and underlining have also been overprinted
in red."

1. Call no. MS4052/1/2
2. Date: 10 November 1325
3. Language: Latin
4. Palaeographical Features: English Court Hand which was written at its finest at this period. Note general compactness and neatness, and the lack of exaggeration and of split ascenders.
5. Parties: William, son of William Saucheverel to Oliver de Coveland and Isabell his wife.
6. Recited deeds: -
7. Consideration: -
8. Description of Instrument: Gift by deed poll ('dedi concessi et hac presenti carta mea confirmavi')
9. Subject of Transaction: Two messuages⁽ⁱ⁾ and two bovates⁽ⁱⁱ⁾ of land with their appurtenances in Holynton, which Henry son of Margery, and William son of Margery, and Walter, son of William formerly held in villein tenure ('quondam native tenuerunt')⁽ⁱⁱⁱ⁾.
 William also grants to Oliver and Isabell thirteen shillings of rents with appurtenances in Oslaston and Overchurvaston namely eight shillings rent issuing from one messuage and one bovat of land in Oslaston which Robert de Dalbyry and Sibill his wife hold of William for the term of their lives with reversion of the aforesaid tenement, after the death of the aforesaid Robert and Sibill, and five shillings rent issuing from twelve acres of land with appurtenances in

Overchurvaston which Henry son of Ralph (Radulphus) de Sutton and Agnes his wife and Henry his son, and Ralph Whytyng de Sutton and Hawisa his wife and John son of the same Ralph hold of William for the term of their lives with reversion of the aforesaid tenements after their death

10. Term: If Oliver and Isabell shall die without legitimate heirs of their bodies, the tenements and appurtenances shall remain with their rightful heirs ('rectis heredibus') in perpetuity.
11. Rent: -
12. Clauses: Warranty and acquittance. To hold of the chief lord of the fee ('feoidi')^(iv) for services thence owed, and according to custom ('pro servicia inde debita de iure consueta').
13. Witnesses: William Michel de Beydeston, Robert de Aschebourne, Simon de Hedon, Henry de Weston, Roger de Wodehalle and others.
14. Signatures: -
15. Place and date: Given at Holynton, on Monday before the Feast of St. Martin the Bishop, in Winter, in the nineteenth year of King Edward son of King Edward.
16. Seals: Missing. One parchment tag.
17. Endorsements: In later hand "Concess dm in Holygton Oslaston and Overthurvaston facta Ilovere Coveland in tallio" and "I".

18. Material: Parchment
19. Size: 183mm x 240mm with an additional 18mm folded over at lower edge through which seal tag threaded.
20. Condition: Good
21. Provenance: Removed from page 10 of MS 4052, a volume entitled "Early Manuscript Documents and Writing Specimens. Collection of Rex de C Nan Kivell."
No further information.
21. Notes: There is no Victoria History of the Counties of England for this area, which appears to be Hollington, a parish and village 5½ miles S.E. of Ashbourne in South Derbyshire and Osleston and Thurstaston, 6 miles west of Derby in Derbyshire.
- i) messuage: a portion of land occupied as a site for a dwelling with appurtenances, i.e. outbuildings and adjacent land assigned for its use.
 - ii) Bovate: an eighth part of a hide; a hide was the amount of land considered necessary to support a peasant and his household. Its acreage varied from 120 acres in the east to 40 acres in Wessles.
 - iii) villein tenure: a villein was the unfree but not slave, peasant of the middle ages. In return for services, works and dues he received a holding of land from the Lord to whom he was bound.
 - (v) feoda: 'fee' an estate in land held on condition of homage and service to a superior Lord; a fief or feudal benefice.

1. Call No. MS4052/1/3
2. Date: 31 June 1355
3. Language: Latin
4. Palaeographical Feature: North Italian Book Hand with a slight modification by way of a cursive form of 'a' and 'd' and long 's'.
5. Parties: Francis, Bishop of Florence to Andrew Pacini of Perugia, domestic chaplain of the Bishop.
6. Recited deeds: -
7. Consideration: -
8. Description of Instrument: Copy of appointment as domestic Chaplain to Bishop of Florence.
9. Subject of Transaction: Chaplaincy
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: -
15. Place and date: Given at Avignon, in the year one thousand and thirty five from the birth of the Lord in the 8th Indication⁽ⁱ⁾, on the last day of the month of June in the 3rd year of the pontificate of Innocent VI.

16. -
17. Endorsements: "1355, vi. Junii Francesco Vescuo fiorentino/degliJedi? / ...ara suo Capellano domestic Andrec di Pacini Peruzzi" Canonico Fiorentino. Dat Auinim, "in later hand. And "No. 213.1..." and 58... "These later number are cut through by the edge of the manuscript.
18. Materials: Parchment
19. Size: 102mm x 252mm
20. Condition Good
21. Provenance: Found on p.6 of the volume MS4052
22. Notes: This document appears to have been cut out of a larger sheet of parchment. If that is so it could not be the original grant. It also seems never to have had a seal attached. It may be a later copy of the original. The Palaeographical features might support this view.
(i) See c.r. Cheney Handbook of Dates. 1945 p.2 for an account of this method of reckoning time. The indiction is a cycle of fifteen years. The cycles were calculated from AD 312 and the rule for calculating the indiction is to subtract 312 from the number of the years of grace and divide by fifteen, the remainder will correspond with the number of the year in the indiction.

Transcript:

Franciscus dei gracia esiscopus Florentin'
 dilecto nobis in Christo Andrea
 Pacini de Perugiis canonico
 Florentin' et capellano nostro
 domestic salute et sinceram in domino
 caritatem. Affluens deuotionis prompta
 sinceritas qua nostris obsequiss feruenter
 inheres sic te gracia erga
 personam tuam affectus excitat mentis
 nostre quoque ad ea libenter
 attendimus perque tui honoris et
 comodi preveniat incriminum hinc est
 quocue nos ?huiusmodi devotionem
 tuam diligentius attendentes ac
 volentes personam tuam propter hec
 prerogative nostre benevolentie
 prosequi te in capellanum nostrum
 domesticum duximus ad mictendum.
 Volentes ut capellanus noster domesticus
 re in a nomine confeceris. In cuius rei
 testimonium presents literas nostril
 sigilli appensione muritos tibi
 duximus concedendes. Dat' Avinion
 sub anno a nativite domini millesimo
 tricentesimo quinquagesimo quinto
 Indictione octava mensis junii die
 ultima portificatus sanctissimi in
 Christo patris et domini nostril
 Innocenti divina providential papae vi
 anno testio.

Translation:

Francis by the grace of God, Bishop
 of Florence, sends greetings and
 sincere love in our Lord to our beloved
 in Christ Andrew Pacini of Perugia,
 Canon of Florence and our domestic
 chaplain. The copious and ready
 sincerity of devotion with which you

ferverently apply yourself to our service so moves you for the sake of our mental disposition towards your person that we have willingly given heed to those matters through which there might come about an increase in your honour and profit and so it comes about that heeding more diligently your devotion (in this way?) and wishing to honour you because of these prerogatives of our benevolence we have thought you fit to be elevated to the position of our domestic chaplain, wishing that you may become our domestic chaplain in deed as well as name.

In witness whereof we have thought fit to grant you this present letter confirmed by the affixation of our seal. Given at Avignon in the year 1355 from our Lord's Nativity, in the 8th Indication on THE last day of the month of June in the 3rd year of the pontificate of our most Holy Father and Lord in Christ, Innocent VI, by Divine Providence, Pope.

1. Call No. MS4052/1/4
2. Date: 30 April 1369
3. Language: Latin
4. Palaeographic Features: English Court Hand somewhat more loosely written than in the classic period of the early 14th Century. More elaborate capitals attempted in first line, also 'W' and 'G' in the body of document.
5. Parties: Edward III to Godfrey Foliambe
6. Recited deeds: -
7. Consideration: -
8. Description of Instrument: Grant of Free Warren by royal letters patent. ('Sciatis nos de gracia nostra speciali concessisse et hac carta nostra confirmasse')
9. Subject of Translation: Free Warren⁽ⁱ⁾ is to be had in Godfrey's demesne lands in Hassop, Derley and Caddesdon in the County of Derby, since those lands are not within the bounds of the King's forest.
10. Clauses: No one is to enter these lands to hunt or to take anything appertaining to warren without licence or permission of the said Godfrey, upon a fine of ten pounds.
11. Rent: -
12. Term: To Godfrey and his heirs in perpetuity.
13. Witness: W. Bishop of Winchester, Chancellor; J. Bishop of Ely, Treasurer; John, Duke of Lancaster, our most beloved son ('filio nostro carissimo'); Richard, Earn of Arundell; William Latymer, steward of the household and others.

14. Signatures: -
15. Place and date: Given at Westminster on the thirteenth day of April on the fortythird year of our reign.
16. Seals: Missing. One pendent parchment tag. Inscribed 'By writ of Privy Seal'. Clerk: Sirf'
17. Endorsements: In various later hands. "43 Ed 3. (3b). 'Cart' Warenne de Hossop, Derley and Chadderden. William Plompton. Grant of free warren in Hassop, Darley & Chaddesden to Foljam. Carta de Hossop, Derlay & Chaddesden."
18. Material: Parchment
19. Size: 198mm x 348mm with an additional 50mm folded over at lower edge through which the seal tag is threaded.
20. Condition: Good
21. Provenance: Found on page 6 of the volume MS 4052.
22. Notes:

There are no articles in the Victoria History of the Counties of England which refer to this area.

 - (i) Warren: Enclosed land preserved for breeding game. The right of keeping or hunting beasts and fowl of warren, i.e. hare, rabbit, deer, partridge, quail, pheasant, woodcock, etc.
 - (ii) demesne: land kept in the Lord's hand, and, worked principally by villeins, it supplied the Lord's requirements. It could be administered in different ways and either worked directly by the Lord or leased as a whole or in Sections.

1. Call No. MS4052/1/5
2. Date: 24 February 1392
3. Language: Latin
4. Palaeographical Features: English court hand, or Angicane Formata
See No. 12, Petti's alphabets. Elaborate initial R decorated in typical English manner.
5. Parties: Richard II to John de Mountenay, 'chivaler'.
6. Recited deeds: -
7. Consideration: -
8. Description of Instrument: Grant of Free Warren by Royal Letters Patent ('de gracia nostra speciali concessimus et hac carta nostra confirmavimus').
9. Subject of Translation: Free Warren ⁽ⁱ⁾ is to be had in all John's desmesne lands in Colleye Shirclif iuxta Sheffield, Eccleffeld, Roderham and Wath, since those lands are not within the bounds of the King's forest. Also a gift ('concessimus') of 200 acres of land, 200 acres of wood and 20 acres of meadow, to enclose and to make a park from them.
10. Term: To John and his heirs in perpetuity.
11. Rent: -

17. Endorsements: In later hand "24 Feb 15R2, 17".
18. Material: Parchment
19. Size: 272mm x 412mm with an additional 80mm folded over at lower edge through which the seal tag is threaded.
20. Condition: Good
21. Provenance: Found on p.14 of the volume MS 4052.
22. Notes

1. Call no. MS4052/1/6
2. Date: 19 February 1404
3. Language Latin
4. Palaeographical Features A typical Court of charter hand of this period in England. Many 'e's are not written in a complete circle or lobe.
5. Parties: Margery, wife of John Justice in pure widowhood (in pura viduetate mea') to Thomas Byston, citizen of the city of New Sarum ('civi civitatis Nove Sarum')⁽ⁱ⁾.
6. Recited deeds: -
7. Consideration: -
8. Description of Instrument: Gift ('dedi, concessi et hoc presenti carta mea confirmavi').
9. Subject of Transaction: All that tenement with appurtenances in Wynchestrestret, between the tenement recently John BUTerleigh's which William Syner recently held, on the eastern side, and a cottage recently John Upton's on the Western side which certain tenement with appurtenances she had recently acquired from the grant of William Stourton, William Ryner, Edward Enefeld, John Blykelyng, William Bocke and William Wynslawe, chaplains, and which same tenement William STourton, William Ryner, Edward Enfield, John Blykelyng, William Bocke and William Wynslow had recently had by the gift and ceding of the aforesaid John Buterleigh, citizen of the aforesaid city.

10. Term: To be held by Thomas Byston, his heirs and assigns in perpetuity.
11. Rent: -
12. Clauses: To hold of the Chief Lord for services thence owned and according to custom. Warranty clause.
13. Witnesses: John Bowayn then Bailiff of Sarum, John Salesbury, then Mayor of Sarum, William Daly, Draper and Robert Curtlyngstoke, then Coroners of Sarum, Simon Tredyneke and Thomas Child, then Reeves there, John Moner, Richard Spencer, William Warmwell, William Walters, John Forest, Senior, William Hull, John Nedler, William Loord, clerk and others.
14. Signatures: -
15. Place and date: New Sarum Wednesday before the feast of St Matthew the Apostle in the fifth year of the reign of King Henry the fourth after the Conquest.
16. Seals: All three seals are missing. 1 Pendant, parchment tag remains.
17. Endorsements: In later hand 'for land in Winchester Street in Sarum.'
18. Material: Parchment
19. Size: 155mm x 325mm with an additional 28mm folded over at lower edge through which the seal tag is threaded.
20. Condition: Good

21. Provenance: Found on p.7 of volume MS 4052
22. Notes: For a detailed account of New Sarum or New Salisbury see The Victoria History of the Counties of England, Wiltshire vo.6, pp 69-194.
- (i) This is the first of many references in this collection to the city of New Salisbury. For information concerning the word 'Sarum' (which derives from the inaccurate extention of the abbreviation 'Saru' standing for Sarisberia or other Latin forms of Salisbury) see Victoria History, Wiltshire vol.6, pp 93-4.
- 'Sarum' has been retained as such in this calendar if it occurs in the original in that form. If the form 'Salisbury' is found in the original that also is retained. As an example, among the witnesses to this deed is 'Johanne Salesbury tunc maiore Sarum', which has been rendered as 'John Salesbury then mayor of Sarum'.

1. Call No: MS 4052/1/7
2. Date: 1408 with reference to 1406 and 1407
3. Language: French
4. Palaeographic Features: Written by one hand in the cursive business hand of the period in France. Two or three words at the beginning of two Sections are written in a large "textura" or book hand.
5. Parties: -
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Two sheets of Municipal Financial Accounts of the town of Doullens in the Bailliage of Amiens, Northern France (now Département of Somme), detailing amounts owing and payments to individual workmen.
Sheet 1, folio 1, 1st line begins 'Item est. 'Sheet 2, folio 1, 1st line begins, 'A Jehan Plantare."
9. Subject of Transaction: Payment for work performed for the town.
10. Term: -
11. Rent: -
12. Clauses: -

13. Witnesses: -
14. Signatures: None but there are many names of people to whom payments were made.
15. Place and Date: These are not directly stated
Dates for payments are specified as for example 'de lan mml 1111 et sept.' The place 'de la ville de Doullens' can be seen in several entries. Names of town gates are also mentioned.
16. Seals: -
17. Endorsements: -
18. Material: Parchment
19. Size: Sheet 1: 315mm x 440mm folded into 2 leaves gives 4 pages.
Sheet 2: 325mm x 436mm which is likewise folded into 2 leaves, giving 4 pages.
20. Condition: Good
21. Provenance: Found on p.30 of volume MS4052
Further enquiries will be made at the Departement Archives in France. The fragments have obviously been used in a binding because of the glue marks.
22. Notes: Professor Natalie Z. Davis kindly identified this document.

1. Call No: MS 4052/1/8
2. Date: 4 October 1424
3. Language: Latin
4. Palaeographic Features: A typical early 15th century English charter hand; many of the 'I's have a stroke above them if they occur within a series of minims; and the 'e' is written in a complete circle or lobe.
5. Parties: Thomas Upton clerk, to John Upton, son of John Upton recently citizen of New Sarum and Margaret his second wife.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Quit claim ('remisi, relaxavi, et ominino pro me et heredibus meis imperpetuum quietam clamavi')
9. Subject of Transaction: Six shops ('chyopis') with appurtenances situate and being in New Sarum in a place called Carternestret between a chief tenement formerly that of his father, John Upton's on the Southern side and a tenement in which Thomas Feld dwells on the northern side; also those five 'chopis' with appurtenances next to 'les pylers' of 'le Chesecorner'; also those two 'schopis' with appurtenances in the city and place aforesaid, of which one shop is above a cellar recently John Upton's and another shop is situated there between the aforesaid shop on the southern side and the aforesaid chief tenement on the northern side.

10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: -
15. Place and Date: Given on Wednesday after the feast of St Michael the archangel in the third year of the reign of King Henry, sixth after the conquest.
16. Seals: Seal of Thomas Upton, red wax 3.5 cm in diameter, impression with shield and indecipherable lettering, attached to tag, but the tag has broken away from the document.
17. Endorsements: "for land in L... Street in Sarum" in a later hand.
18. Material: Parchment
19. Size: 340mm x 159mm with an additional 33mm folded over at the lower edge through which the seal tag is threaded.
20. Condition: Poor, parchment splitting. Tag and seal pinned on. Needs attention.
21. Provenance: Found on p.94 of the volume MS 4052.
22. Notes: For information about Carter Street formerly the Old High Street of St Thomas' Parish, and later known as Catherine Street see Victoria History of the Counties of England, Wiltshire, Vol.6, p.82, and for Cheese corner, p.86 This was near the market area.

1. Call No: MS 4052/1/9
2. Date: 9 April 1425
3. Language: Latin
4. Palaeographic Features: This typical English Court or charter hand is distinguished by abbreviations which are flourished and also flourishes to mark the letter 'i' in many cases.
5. Parties: Thomas Upton clerk, son and heir of John Upton recently citizen of the city of New Sarum: William Short.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Appointment of Attorney (William Short) to render seisin into the hands of the Venerable Father John Bishop of Sarum ('pateat universi attornam & loco meo constiui')
9. Subject of Transaction: All those six cottages with gardens and very kind of appurtenances belonging in the aforesaid city, in the place called Newstret between a tenement recently of John Bedford, 'skynnere' and now of William Ovyng 'Chandler' on the eastern side and one tenement of St Nicholas's Hospital of Sarum on the western side.
10. Term: -
11. Rent: -

12. Clauses: The cottages to be to the use of John Upton his brother following the form and effect of the same charter then made to him, (see MS 4052/1/10)

13. Witnesses: Seals of Thomas Upton and John Oxston alias Holcombe armiger affixed, in witness.

14. Signatures: -

15. Place and Date: Given at Kenton in the County of Devon on the Monday next after the feast of St Ambrose the Bishop in the third year of the reign of King Henry, sixth after the conquest.

16. Seals: Two, both red wax; one chipped, on a horizontal tag, is that of Thomas Upton and is the same as that on MS 4052/1/8; the second, also on a horizontal tag, 1.5 cm in diameter, has a shield and indecipherable lettering, is stated to be that of John Oxston alias Holcombe armiger. The tags are strips cut into the document at the lower edge and extend half way across the document from the right hand edge.

17. Endorsements: -

18. Material: Parchment

19. Size: 105mm x 2670mm

20. Condition: Backed with brown paper and sellotape; needs conservation.

21. Provenance: Found on p.9 of the volume MS 4052

22. Notes: For the History of St Nicholas' Hospital, see Victoria History of the Counties of England Wiltshire. Vol 3 pp 343-356 where property owned by St Nicholas Hospital in New Street is mentioned. Also see Wiltshire vol.6 p.82 for Parish of St. Thomas.

1. Call No: MS 4052/1/10
2. Date: 9 April 1425
3. Language: Latin
4. Palaeographic Features: This document is written by the same Scribe as MS4052/1/9
5. Parties: Thomas Upton, clerk, son and heir of John Upton recently citizen of the city of New Sarum to John Upton his brother.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Quitclaim ('remisse, relaxasee, et ommino de me et heredibus meis quiet' clam'.)
9. Subject of Transaction: All those six cottages with gardens and with all appurtenances, being in a place called Newe Stret between a tenement recently of John Bedeford 'skynnere' and now of William Ovyng', 'chandler', on the east side and a tenement of St Nicholas's hospital of Sarum on the West Side.
10. Term: -
11. Rent: -
12. Clauses: Warranty clause by Thomas Upton
13. Witnesses: John Norton, Richard Konland, John Botere, John Newman, Thomas and others.
14. Signatures: -

15. Place and Date: Given at Kenton in the country of Devon, on the Monday next following the feast of St Ambrose the Bishop in the third year of the reign of King Henry Sixth after the Conquest.
16. Seals: There are three slits for seal tags, one torn, parchment, pendant tag, and one completely detached seal. This is another example of the seal of Thomas Upton (see MS 4052/1/8, 9) in red wax 3 cm in diameter. The seals are stated to have been those of Thomas Upton, the Mayoralty of the City and John Halcombe alias Oxton.
17. Endorsements:
18. Material: Parchment
19. Size: 133mm x 300mm with an additional 25mm folded over at lower edge through which the seal tag is threaded
20. Condition: Poor, backed with brown paper and sellotape, and needs conservation treatment.
21. Provenance: Found on p.9 of the volume MS 4052.
22. Notes: For the history of St Nicholas' Hospital, see Victoria History of the Counties of England Wiltshire, vol.3., pp.343-356 where property owned by St Nicholas Hospital in New Street is mentioned. Also see Victoria History, Wiltshire, Vol. 6, p.82 for Parish of St Thomas.

1. Call No: MS 4052/1/11
2. Date: 7 April 1428
3. Language: Latin
4. Palaeographic Features: 15th century Anglicana with some secretary features e.g. Single-lobed 'a', tailed 'g'.
5. Parties: Nicholas North and William Snandon (or ?Snaudon) of Middleton Abbot in the County of Dorset to John Jannes of Middleton aforesaid.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond ('noverint universi ... nos ... firmiter obligari').
9. Subject of Transaction: Sum of twenty-two pounds sterling of English legal money.
10. Term: See under Clauses
11. Rent: -
12. Clauses: To be paid to the said John or his attorney at Middleton at the feast of Easter next following the date of these presents.
13. Witnesses: -
14. Signatures: -

15. Place and Date: Given at Middleton, on the seventh day of the month of April in the sixth year of the reign of King Henry sixth, after the Conquest.
16. Seals: 1 small seal 2 cm in diameter with initial 2.s., on horizontal tag. One parchment tie tag. Both these tags are strips cut into the document at the lower edge and extend threequarters of the way across the document from the right-hand edge in the case of the seal tag, and almost to the left-hand edge in the case of the tie tag.
17. Endorsements: -
18. Material: Parchment
19. Size: 100mm x 275mm
20. Condition: Good
21. Provenance: Found on p.98 of the volume MS 4052
22. Notes:

1. Call No: MS 4052/1/12
2. Date: 29 September 1449
3. Language: Latin
4. Palaeographic Features: The indenture is one half of a genuine chirograph - see fragments of letters at the top. The writing is a cursive, almost careless, style of a typical fifteenth century English charter hand.
5. Parties: Edward Assheley esquire, ('armiger') to William Esher, 'corvyser', of New Sarum.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Lease by indenture ('tradidit, concessit, et ad firmam dimiset').
9. Subject of Transaction: All the tenement with appurtenances which is situated in the city of New Sarum in le Whyelredge between the tenement of John Cammell on the Southern part and the tenement of the aforesaid Edward on the northern part.
10. Term: To be held by the aforesaid William for the term of his whole life as Roger Brodering recently held from the aforesaid Edward without waste or destruction.
11. Rent: Rendering annually thirty-three shillings and fourpence for the first year and then forty shillings equally at the four principal terms, namely, Christmas, Ladyday, Midsummer, and Michaelmas.

12. Clauses: Warranty by Edward Assheley.
13. Witnesses: -
14. Signatures: - -
15. Place and Date: Given at New Sarum on the feast of
St Michael the Archangel in the twenty-
eighth year of the reign of King Henry
sixth after Conquest.
16. Seals: -
17. Endorsements: 'wheelerewd'
18. Material: Parchment
19. Size: 232mm x 350mm, with an additional 30mm
some tearing across one folded over at the
lower edge through which the seal tag is
threaded.
20. Condition: Good, but worn along fold.
21. Provenance: Found on p.106 of volume MS4052
22. Notes: 'Corvysor', a word now obsolete, was taken
from Old French and is a shoemaker.
The New English Dictionary gives Cowell's
description of a chirograph (1727) which
is as concise as any. 'Anciently when
they made a Chirograph or deed which
required a counter-part, as we call it.
They engrossed it twice upon one piece of
parchment contrary-wise, leaving a space
between, in which they wrote in great
Letters the word Chirograph; and then cut
the parchment in two, sometimes even
sometimes with indenture, thro' the midst
of the word'.

1. Call No: MS 4052/1/13
2. Date: 1455
3. Language: German
4. Palaeographic Features: 15th Century secretary hand. See Petti's alphabet No. 13. Flourished Capital A, and B.
5. Parties:
 - a) Johann Kleffeler from Gerssdorff, resident of Ingewiler (1.1)
 - b) Peter Pflüger, MS 'Pflüger' (10. 8, 10, 14) possibly only means 'the ploughman.'
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond. "iohanus kleffeler ... hat globet' (1. 1).
9. Subject of Transaction: Kleffeler undertakes to pay the mercers' or grocers' guild (der kremer zunffte' 1. 13) the 2 pounds Strasbourg money paid to him by Pflüger to become a partner ('mitu koiffer' 1. 3) together with the 1 pound 2 shillings annual interest. As security Kleffeler gives Pflüger an interest in his private house, yard & tenement with all the appurtenances situated in Ingewiler next to old Reinfrid Metziger [or simply 'the butcher'] o& on the other side [lacuna] behind the church house & in front of the street.
10. Term: -
11. Rent: -
12. Clauses: Kleffeler will set right any damage Pflüger suffers if the money is not paid in time and renounces any freedom to go to civil or ecclesiastical law over this.
13. Witnesses: the unnamed writer of the document before whom Kleffeler has appeared. He is an alderman or some sort of local official since he says he has the seal of a 'Schöffe' (11. 4 & 17).
14. Signatures: -
15. Place and Date: No place specified. Kleffeler's place of residence, 'Ingewiler' (1. 1), is perhaps modern Ingwiller, north-west of Strasbourg, in Alsace, France. The location of the guild, 'hagen' (1. 3, also 11. 2 & 12, and providing this is indeed a place name), is perhaps modern Haguenau, north of Strasbourg, also in Alsace. The date is given as the rent day before St

Aurelien's day when one counted fourteen and fifty-five years from God's birth (1. 18).

- | | | |
|-----|---------------|--|
| 16. | Seals: | - |
| 17. | Endorsements: | - |
| 18. | Material: | Parchment |
| 19. | Size: | 183mm x 310mm Paper frame has been added at some unknown time and resulting document is 195x350mm |
| 20. | Condition: | The left edge of the document has been cut off resulting in the loss of parts of the text. Parchment in good condition, but has a vertical slit of 55 cm. |
| 21. | Provenance: | Found on p.6 of MS volume 4052 |
| 22. | Notes: | Because of the loss of text down the left side of the document the details given in 9 & 12 above are in part conjectural.
Mr Graham Barwell, A.D.F.A, kindly supplied this entry and also the transcription and translation. With the latter, the assistance of Professor H. Kuhn is also acknowledged. |

Transcription and Translation

MS 4052/1/13

1. **hossen su h-ge- -b-e- Bergihe das vor mich kam lohanus kleffeler von gerßdorff**
gesessen zu Ingewiler vnd hat globet Reht Vnd Redelichen fur sich vnd alle
that before me came Johanus Kleffeler from Gerssdorff,
resident in Ingewiler, and has promised rightly & honestly for himself & all.
2. **zu hagen sine erben vnd sin dute zu lidigende vnd zu losende Vß dem pfunde und**
zwene schillinge Straßburger pfenige geltz lerlicher zinse die do
at Haguenau his heirs and his goods to pay out & to redeem out of the pound & two
shillings Strassburg pfennigs of money of annual interest
3. **vnd zwey pfunt Straßburger pfenige darlnne der egen peter ein Reht mitu**
koiffer mitlme worden ist Gegen der kremer zunffte zu hagen
& two pounds Strassburg pfennigs whereby the aforementioned Peter has become a
legitimate joint vendor with him in respect of the mercers'/grocers' guild at Haguenau
4. **set vnd seit ist versigelt mit myn des obegen schoffens Ingesigl des egen**
zunffte versigelt daruber Innehat In Zwey laren die zu nehst
& since is sealed with my abovementioned alderman's seal which [?document] the
abovementioned guild holds seal over. In the two years following

5. **allen Intrag vnd verzog vnd euch die egen zinse so do zwuschent donon
gefallent der egenanten zunffte lerlichen zü Rihten vnd zugeben one**
any damage & delay & also the aforementioned interest then falling due however between
them to the aforementioned guild to pay out & give without
6. **erben Costen vnd schaden Vnd vms das der egen Peter vnd sine erben Solichs
deste sicherer sint vnd verlibent / Sohat er Innen dafur züRehte**
heirs' charges & harm And so that the abovementioned Peter & his heirs may be & remain
so much the surer of this he has awarded them in return
7. **Bu husi hoff vnd houestat mit allem begriffe als das gelegen ist in der Stat zü
Ingewilr nebens Reinfrit metziger dem alten vnd andersite**
private house, yard & tenement with all the appurtenances as it is situated in the position
in Ingewiler ext to old Reinfrit Metzger / the butcher & on the other side
8. **[?hin]den uff der kirchen huß vnd forne uff die strasse Also weres das der egen
lohanis kleffeler oder sine erben den obegen Peter pflüger sine**
behind the church house & in front of the street. Consequently should it happen that the
aforementioned Johanis Kleffeler or his heirs the abovementioned Peter Pflüger / the
ploughman his
9. **zinsen vnd houbtgelt In den egen Zweyn laren nit lidigetent vnd lostent vnd
ouch die vorgegen zinse So do Zusthent gefallent lerlichen nit**
interest & capital in the abovementioned two years not pay out & redeem & likewise the
aforementioned interest thus then lawfully falling due annually not
10. **als evor stat So mugent der vorgegen peter pflüger oder sine erben das obgn huß
hoff vnd houestat mit sine begriffe wie vor stat mit des**
as is written before thus may the aforementioned Peter Pflüger / the ploughman or his heirs
the aforementioned house, yard & tenement with its appurtenances as is written before
with
11. **hen In iren gewalt vnd ouch darzü den obegen glubener vnd alle ande sine
güte order sine erben vnd der güte wo su die habent ligende**
in their control & also the abovementioned promiser & all other his goods or his heirs
& their goods for which they have lying/situated.

12. **griffen noch gewonheit vnd Reht der stette zu hagen zu eime gerihten dinge So
lange vntz an die stunt bitz das sü den egen Peter**
In accordance with the custom & law of the place at Haguenau to a ?right court so long
until the time when they to the aforementioned Peter

13. **site vß vnd von den egen zinsen vnd houbtgelt gentzlichen vnd gar gelidiget
gelost vnd vntlagehafft gemahnt habent an allem vor**
the aforementioned interest & capital completely & wholly redeemed,
paid out & ?paid have made in all

14. **-en Vnd was schaden der obegen Peter pflüger oder sine erben der nement
order lident Den süllent Innen der obegen glübener**
And what damage the aforementioned Peter Pflüger / the ploughman or his heirs then
incur or suffer, then shall to them the aforementioned promiser

15. **vffrihten gelten vnd widerkeren one alle widerRede vnd gen de Vnd haruff hat
der obgen glübener sich verzigen fur sich vnd**
set right, pay for & reverse without any contradiction & objection And herewith has the
aforementioned promiser renounced for himself & for

16. **es aller friheite aller helffe aller geriht vnd Reht geistlicher vnd weltlicher vnd
alles des keinerley ußgenommen donnte sü oder Ire**
all liberty (to act in certain way), all help, all legal resources, ecclesiastical &
secular, & nothing of any sort excepted, or

17. **in oder besthirmen möhtent Ideheine wise one alle gen de Vnd des zü vrbunde
So han ich der obegen Schöffen myn Ingesigl ge**
or might way without any objection. And in confirmation of
this I have thus my aforementioned aldermans seal

18. **geben wart vff zinstag vor sante Aurelien tag Doman zalte von gottes geburt
viertzeyhen hundert funffzig vund funff lare**
was given on the rent day before St Aurelian's day when one counted from God's birth
fourteen hundred & fifty-six years.

13. Witnesses: William Parson and William Stone then bailiffs of Dorchester, Robert Barbet and John Willyams, jun., then constables, John Hobyll, John William sen., Roger Howell, Robert Snellyng and many others.
14. Signatures: -
15. Place and Date: Sixth day of the month of April in the twenty-first year of King Henry, seventh after the conquest of England.
16. Seals: Two pendant parchment tags, but seals missing.
17. Endorsements: '... from Polleyn to Collenes'
18. Material: Parchment
19. Size: 160mm x 33mm with an additional 25mm folded over through which the seal tag is threaded.
20. Condition: Good.
21. Provenance: Found on p.7 of volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/15
2. Date: 24 February 1510
3. Language: Latin
4. Palaeographic Features: A very cursive court hand, see Petti's alphabet 11(b) and 12.
5. Parties: James Deny and Elena his wife to John Hawles of the city of New Sarum, 'gentilman'.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Quitclaim. ('remisse, relaxasse ... quiet' clamasse').
9. Subject of Transaction: Three cottages and gardens with all appurtenances situate in the aforesaid city near the church of St Martin's between the cottage of John Cuffe on the east side and gate of the Bishop of Sarum there called Bugmoreyate on the North side.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: Benedict Tailour then mayor of the city aforesaid, Thomas Coke, Richard Bartilmew, William Webbe, John Stone, Thomas Brodegate, Stephen Jobson and many others.

14. Signatures: -
15. Place and Date: Sarum: twenty-fourth day of the month of February in the first year of the reign of King Henry eighth after the conquest.
16. Seals: Two red wax seals each on a separate pendent parchment tag. a) 3cm in diameter is a fragment only b) 2.5 cm in diameter has a fleur de lys device, in an oval indent.
17. Endorsements: 'Seynt Martyns'. 'James Denys to John Howles', in a later hand.
18. Material: Parchment
19. Size: 168mm x 288mm with 27mm folded over at lower edge through which the two Seal tags are threaded.
20. Condition: Good.
21. Provenance: Found on p.9 of volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/16
2. Date: 4 November 1519
3. Language: Latin
4. Palaeographic Features: Set hand changing to Secretary
See Jenkinson - alphabet 4
5. Parties: John Leighton, son and heir of Thomas Leighton, knight; Richard Hamondes of Hatton and Elizabeth his wife.
6. Recited Deeds: -
7. Consideration: For services thence owed and customs, and in exchange for one messuage with buildings, land, medows, fields and pasture appertaining which the aforesaid Elizabeth ... in Little Stretton.
8. Description of Instrument: Gift by letters patent
('Sciant presents .. dedi concessi et hac presenti carta mea confirmavi.')
9. Subject of Transaction: One messuage with buildings, lands, meadows, fields and pastures in the town and field of Halton iuxta Streeton.
10. Term: -
11. Rent: -
12. Clauses: Warranty by John Leighton
13. Witnesses: See Endorsements
14. Signatures: -

15. Place and Date: Given at Halton, aforesaid on the fourth day of November in the eleventh year of King Henry, eighth after the Conquest of England.
16. Seals: Missing, one pendant parchment tag.
17. Endorsements: Seisin delivered in the presence of 'Rowland (...), John Constable, Thomas Lewys of Ticlarden, John Taylor, clerk, vicar of Eton, Richard Jewkes, - Roger Balle, Thomas Constable, John ?boyns' and many others 'dede exchange original ii H8'.
18. Material: Parchment
19. Size: 135mm x 290mm with 10mm folded over at lower edge through which the seal tag is threaded.
20. Condition: Good but faded and stained in parts.
21. Provenance: Not from the volume MS 4052
22. Notes: Although the county of this property is not stated, it is Little Stretton in Shropshire.

1. Call No: MS 4052/1/17
2. Date: 1522 - 1523 (14 Henry VIII)
3. Language: Latin
4. Palaeographic Features: A well written early sixteenth century Chancery hand. Alphabet type 12. (1571)
5. Parties: For individuals involved see 'subject of transaction' below.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Two leaves, numbered in top right-hand corner, respectively 'cxxxvi' and 'cxxxviii', torn from a Miscellaneous Book of the Court of Wards and Liveries. Reference number of in Public Record Office, WARD 9/325.
9. Subject of Transaction: The entries on these two leaves detail the results of inquisitions into the extent and value of the lands belonging to deceased feudal tenants of the King which were in his hands because of the minority of the heirs. They are:
p.cxxvi 1) George Agard died 18 May 14 Henry VIII (1499), land in Broughton, and Daventry County of Warwick.
2) Nicholas Bluett died 13 January 'last' land in Bedford and New Sarum Wiltshire.
3) (?) Cutte (died ?) tenement in Southward Surry.
p.cxxviii
4) Robert Coluyle died 22 November 7 Henry VIII 1491 messuages and land

in Wymodham and Thorp Odmere in Leicestershire.

5) John Grey died 15 December 13 Henry VIII 1497, land in Askerwell, Twistock in Dorset.

6) John Bradshawe, died 22 April 13 Henry VIII 1498, land in Wyndeley, Tutbury.

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|-----|-----------------|--|
| 10. | Term: | - (But note that the age of the heirs is stated in each case). |
| 11. | Rent: | - |
| 12. | Clauses: | - |
| 13. | Witnesses: | - |
| 14. | Signatures: | - |
| 15. | Place and Date: | date as given above deduced from body of text. |
| 16. | Seals: | - |
| 17. | Endorsements: | - |
| 18. | Material: | Paper - no watermarks |
| 19. | Size: | 345 mm x 260mm |
| 20. | Condition: | Torn edges, but otherwise good. |
| 21. | Provenance: | Found on p.102 of Volume MS 4052 |

22. Notes:

For a history of the Court, see H.E. Bell, An Introduction to the History and Records of the Courts of Wards and Liveries, Cambridge. 1953.

For information re records see Guide to the Contents of the P.R.O. V.1, pp150-151 and National Library file 402/1/9, where there are letters F57, 46 from the Public Record Office, London identifying the class of records from which they come and stating "it was very common in the 16th Century for Court officials to take away the papers of their office, and strays from collections otherwise represented among the Public Records continue to turn up from time to time. The documents akin to yours which we hold here are manifestly only a very small portion of the total originally drawn up."

To protect the seal this document is stored outside the main run of documents in a separate, large, flat box, together with items MS 4052/1/54 and MS 4052/1/65.

Note: This page is blank in the original volume

1. Call No: MS 4052/1/18
2. Date: 14 May 1537
3. Language: Latin
4. Palaeographic Features: Tudor early legal hand
5. Parties:
 - 1) Edward Lede, senior and John Selyard, attorney
 - 2) John More Esquire, 3 Nicholas Webster (vouchee) (Note Theobald Green is a fictitious character).
6. Recited Deeds: Previous legal action took place in Kings Bench Court Easter 28/29 Henry VIII (1537) before John Baldwin, roll, 103.
7. Consideration: -
8. Description of Instrument: Exemplification of a recovery.
9. Subject of Transaction: Manor of Casyngham with appurtenances, one messuage, one garden, two hundred acres of land, thirty acres of meadowland, two hundred acres of pasture and 24 shilling of rent with appurtenances in Rownden, Sandehurste Newynden and Benynden.
10. Term: -
11. Rent: -

12. Clauses: -
13. Witnesses: -
14. Signatures: 'Rokewode', (the prothonotary, or
official scribe).
15. Place and Date: "At Westminster on the thirteenth day of
May in the twenty-ninth year of our reign.
16. Seals: Black seal in fine condition
King seated on throne on face
Royal coat of arms on obverse.
17. Endorsements: -
18. Material: -
19. Size: 247mm x 527mm with and additional 46mm
fold over at lower edge
20. Condition: good
21. Provenance: Not from volume MS 4052
22. Notes: An exemplification (i.e. copy) of a
record of an action which was either
fictitious or collusive in the Kings
court.
It was used to bar an entail
or convey a jointure. By this
particular action the land is vested
unequivocably in Edward Lede. For
an account of recoveries see
R.B. Pugh Calendar of Antrobus
Deeds before 1624, Wiltshire
Archaeological and Natural History
Society, Records Branch, vol. 3,
1847, pp XLVIII-L. This particular
action is one by single Vouchee only
(i.e. Nicholas Webster) not the more
common method by double vouchee.

Note: This page is blank in the original volume

1. Call No: MS 4052/1/19
2. Date: 20 May 1553
3. Language: English
4. Palaeographic Features: Secretary hand, fairly large and bold. Note the "y"
5. Parties: Robert Howlesse of the City of New Sarum draper to Henry Burge of the same city, carrier.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Lease by indenture ('demysed granted & to farme letten').
9. Subject of Transaction: "All that his messuage or tenement with all Stables, Sellers, Sollers, Chambers, Romes, Edyfices & buyldynges to the same messuage or tenement belonging with all & Synglar thappurtenances set lying and beying yn the Citye of New Sarum afforesaid yn the countye afforesaid yn the north syde of a Strete there called Chypperland Strete between a tenement of the said Robert Howlesse on the East partye & garden in the tenure of John Plather on the west partye & tenement of John Eyer and the said Strete on the South parte".
10. Term: From the feast of the Nativity of St. John the Baptist next after the date hereof for the term of twenty-six years.

11. Rent: Yielding sixteen shillings at the four usual feasts, namely Michaelmas, Christmas, Ladyday and Midsummer in four equal parts.
12. Clauses: -
13. Witnesses: -
14. Signatures: -
15. Place and Date: 'the xxth daye of Maye yn the Seventh yere of the raygne of our Soverayne lord Edward the sixth by the grace of god kyng of England, France and Ireland, defender of the faith and yn earth of the church of England and Ireland supreme hed'.
16. Seals: One red wax seal, on one pendant parchment tag, 30mm in diameter fleur de lys device in a shield shaped indent.
17. Endorsements: In later hand 'The Indent of Harre Burgge Lowys Lwys (sic). In Chypperlayne Streytte for xxi yeres'. Also, 'Other leases nothinge worth'.
18. Material: Parchment, but has some places backed with paper.
19. Size: 303mm x 505mm with an additional 35mm folded over at lower edge through which the seal tag is threaded.
20. Condition: Fairly good but should be rebacked.
21. Provenance: Found on p.96 of the volume MS 4052
22. Notes:

1. Call No: MS 4052/1/20
2. Date: 20 March 1556
3. Language: English
4. Palaeographic Features: Typical and carefully written Secretary hand of this period.
5. Parties: Richard Mychell of Hollwalle in the county of Dors', 'yeman' to Hugh Hayne of Dorchester, in the county aforesaid, 'smythe'.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Lease by indentur ('demysed, graunted and to ferme letten')
9. Subject of Transaction: 'Alle that hys one Burgaige & tenement wyth alle and synguliere thappurtenances unto thesame belonging or in any wyse appertaynyng sett lyeng and being in the Sowthe strete of the sayde Towe off Dorchester upone the este syde of the sayde strete the shyche burgaige the sayde Hughe nowe att thys presente ocupeyeth and dwelleth in.'
10. Term: From Ladyday next after the date of these presents for twenty-one years next after ensuing.
11. Rent: Twenty shillings in equal parts at the four usual feasts, Midsummer, Michaelmas, Christmas and Ladyday.

12. Clauses: Hugh Hayne and his assigns'shalle well and sufficyentelye amende sett buylde or make nue as welle the walles as the bymber worke of alle suche fawtes asbee nowe in decaye and need to be amended buylded or nywemade in and upone alle sayde premysses att theyre owne proper costs and charges and thatt to be done wythyn thys syxe yeres next ensuing after the date heroff'. And Richard Mychell shall deliver to Hughe Hayne 'too loddes off good and sufficient tymber towards the reparacions of the same' at a time convenient to the said Hugh. Also the said Hugh shall repair and maintain the said burgage in good order. Bond of twenty pounds one to the other for performance of covenant.
13. Witnesses: 'Signed sealed and deleyveryd the daye and yeres within srytten in the presence of Henry Mychell, Mychell of poolham, Thomas Gaye of Dorchester, and Nicholas Awber the Wrytter hereoff'.
14. Signatures: None, but a mark with a part circle and cross.
15. Place and Date: 'xxth Marche secnde & thurde yeres of oure Soveraynes Lord & Ladye Philippe and Mary by the grace of God, Kyng and Quyne of Englund, Fraunce, Naples, Jerusalem and Ireland, defendours of the faithe princes of Spayne and Cicille, Archdukes of Austriche, Dukes of Mylayne Burgon' and Brabaunt, Countes of Haspurge, Flaundress & Tyrolle'.
16. Seals: Missing, fragment of pendant tag.

17. Endorsements: List of witnesses (see above) and also "Yt is farther covenanted and agreed between the said parties, hat the said Richard Mychell his heyre and assignes shall at his or ther pleasure have ... in the Stable for one horse or too at suche tym as he or they shall come to the towne'.
18. Material: Parchment
19. Size: 220mm x 340mm with and additional 35mm folded over through which the seal tag is threaded.
20. Condition: Fairly good, small paper backing.
21. Provenance: Found on p.10 of the volume MS 4052.
22. Notes: Burgage: 'the burgess' tenement and thus his form of tenure. A Burgess' land was free, heritable and alienable according to the custom of his Borough'. S.H. Steinberg A New Dictionary of British history, 1963.

1. Call No: MS 4052/1/21
2. Date: 4 January 1557
3. Language: English
4. Palaeographic Features: Secretary with a strongly Cursive tendency.
5. Parties: Thomas Wodlocke of the city of New Sarum, in the county of Wyltes, 'marchaunt', to William Foxe of Kynges Sombourne, in the county of South(Hampton), 'smyth'.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Lease by indenture ('demyseth, grauntyth and ferme lettyth').
9. Subject of Transaction: "A tenement and garden with thappurtenances sett, lyeing and being in the Citie aforesaid in a strete there callyd Wynchesterstrete Betwene a tenement of the said Thomas wherein one Richard Mathews now dwellyth on the Est syde and a tenement of the said Thomas Wodlocke wherein Rychard Thystylwheyt now dwelleth on the West side."
10. Term: From Christmas last past before the date of these presents unto the end of twenty-one years then next following.
11. Rent: Thirty three shillings and twopence at the four usual terms, Ladyday, Midsummer, Michaelmas, and Christmas.

12. Clauses: Thomas Wodlocke to repair and maintain tenement at his expense. If rent unpaid for 15 days after due date Thomas Wodlocke has right of entry and distraint; if unpaid after one month Thomas Wodlocke has rights of re-entry. Warranty by Thomas Wodlocke.
13. Witnesses: John Longmore.
14. Signatures: ? Wm Foxe, on tag.
15. Place and Date: The fourth day of January in the third and fourth yeres of the Raignes of Phillip and Mary by the grace of God Kyng and Quene of Englund, Spayne, Fraunce, both Cicilles, Jerusalem and Ireland, defender of the faith Archedukes of Autrryche Dukes of Myllayne, Burgoyne and Braband, Countes of haspurge Flaunders and Tyroll.
16. Seals: Missing. One pendant parchment tag.
17. Endorsements: "Wm Fox M. anno 1556 at the berth of our Lord god for xxii yers. Endyth at (? Christm') 1577". "now expired".
18. Material: Parchment
19. Size: 282mm x 460mm with 10mm folded over at lower edge through which seal tag is threaded.
20. Condition: Fairly good but has 2 fragile parts which are developing into holes. Needs attention.

21. Provenance: Found on p.11 of the volume MS 4052.
22. Notes: The County of Southampton, i.e.
Hampshire.

1. Call No: MS 4052/1/22
2. Date: 3 February 1557
3. Language: English
4. Palaeographic Features: Traditional and Welsh Provincial hand - 15th Century set hand changing to Secretary, see Jenkinson Alphabet 4.
5. Parties: Huw Lewis of the towne of Whyltenon in the countie of Salop Yoman and Edward ap Edward of the same towne and countie, taylor.
6. Recited Deeds: -
7. Consideration: "in consideration of a marriage to be had & celebrate bytwene the seyd Edward & one Cicile verz huw doghter to the seyd Hew Lewis."
8. Description of Instrument: Marriage agreement by indenture.
9. Subject of Transaction: (Huw Lewis) 'his lands tenements houses medows and wodes with the appurtynaunces lyeing wythyn ye towne of Whyttynton in ye sayde countie'
10. Term: -
11. Rent: -
12. Clauses: Huw Lewis covenants: 1) Good and lawful estate in the above property shall be delivered to the said Edward and heirs

of his body lawfully begotten between him and the said Cicillie by the First of May next after the date of this agreement, by fine, recovery, feoffment or otherwise as the said Edward advises, at the cost of Edward. 2) If Edward dies before the said Cicillie has issue of their two bodies lawfully begotten then the said lands, etc shall be wholly to the use of Cicillie for the term of her natural life and after her decease all the said lands, tenements, house, etc with appurtenances shall remain to the assigns of the said Edward for ever provided that the said Edward, his heirs and assigns shall permit Janet verz Huw to occupy the house with garden where she now dwells and to enjoy the same with appurtenances to her own use, paying yearly to the said Edward, his heirs and assigns one penny of current money of England at Michaelmas. 3) In recompose of the aforesaid conditions ('premyses') the said Edward covenants for himself his heirs and assigns with the said Huw that he shall fynde and kepe yseyd Huw well, sufficinatly & honestly with mete, drynke, clothing bedde howse & fyre with other necessary thynges mete & competente towards his lyvnge and sustentation durying his natruall lyff". 4) Also the said Edward his heirs and exeautors shall pay to the said Edward five pounds of current money of England, 40s at

Michaelmas next ensuing after the date of this agreement, 40s at Michaelmas in 1558, and 20s at Michaelmas in 1559.

13. Witnesses: John Price, clerk, Robert ap John, Richard ap Jenkyn and William ap Rys, (See endorsement).
14. Signatures: Hugh Lewis
15. Place and Date: 'The thrydde day of February in the yere of our soverayne lorde and ladie Phillippe and Mare by ye grace of God Kyng & quene of Englonde, Espayne, Fraunc, of both Cicile, Jerusalm and Yrlonde, defendors of the faith.'
16. Seals: Seal missing, 1 pendant parchment tag.
17. Endorsements: 'Sigillatur et deliberatur in presencium Johannis Price, clericum Roberti ap Johannes, Richard ap Jenkyns et Willelmi ap Rys.
18. Material: Parchment

19. Size: 300mm x 115mm
20. Condition: Good but dirty at edges.
21. Provenance: Not from volume MS 4052
22. Notes: Note the Welsh form of names,
 ie ap, son of, verch (verz) daughter of,
 and also the use of 'sustentation'
 rather than 'sustenance' which is
 typically Welsh.

1. Call No: MS 4052/1/23
2. Date: 23 September 1561
3. Language: English
4. Palaeographic Features: Precursor of secretary hand with some hybrid features see Petti's Alphabet 15.
5. Parties: Thomas Ellyatt, the sonne of John Ellyatt of Martyn in the countie of Wyltes' 'husbondman', to John Betty of the city of New Sarum, 'draper'.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond of apprenticeship, indented.
9. Subject of Transaction: Thomas Ellyatt is bound apprentice to John Betty 'with hym to dwell and as a servant to be alowyd to serve hym after the forme of the Statute of Northampton and Cambrydge lately for servants edyfyed made and provided'.
10. Term: From Michalmas next after these presents for six years.
11. Rent: -
12. Clauses: Thomas Ellyatt promises a) to well and truly serve John Betty as his master, b) to hide his secrets c) to do gladly his lawful and honest commandments, d) to do no hurt to his master or suffer any to be done, but to his

power ('Pore') he shall lett or else warn his master thereof. e) not to play at unlawful games f) not to haunt Taverns or ale houses except by command of his master. g) 'fornycacon' within nor without the howses of his said master he shall not do, he shall not trough plyte nor spouse no woman within the said terme. h) not to waste inordinately the goodes of this master or lend them to anyone without his master's licence, i) not to depart from the service of the said master within the said term, j) not to absent himself by day or night. k) to 'well and faithfully and honestly he shalbe have hymselff as a good and faythfull servant ought to do'. John Betty promises to instruct him in the same craft and to find unto Thomas all the meat, drink, linen and woollen hose, shoes and bedding and other necessities l) he shall pay Thomas a penny a year yearly and at the end Thomas shall serve his master for one whole year takings 6s. 8d from his master and double apparel suitable for such a servant to wear.

13. Witnesses: 'Sealed and Delivered in the presence of Thomas Marshal & John Cuxmore'
14. Signatures: '"by me John Bettye"'
15. Place and Date: 'xxiiith day of September in ye thyrde yere of the raigne of our Soveraigne lady Elizabeth by the grace of god quene of Englond Fraunce and Ireland, defender of the fayth'

16. Seals: One pendant parchment tag. Seal missing.
17. Endorsements: "When I was bonnde prentes by this indenture I was xvij years of Age"
"My father when he was bounde prentice was xvij yeares ... he shuld be iii^{xx} and xiiij yeares old in September last past in the year of our lord Christ 1618".
"74 years old in September last past 1618".
18. Material: Parchment
19. Size: 225mm x 333mm with an additional 33mm folded over at lower edge.
20. Condition: Good
21. Provenance: Found on page 98 of volume MS 4052
22. Notes: For other apprenticeship bonds see MS 4052/1/29, MS 4052/1/30, MS 4052/1/51, MS 4052/1/58
A transcript of this document follows.

Transcript of the apprenticeship indenture

// shows the end of the line of script
 / indicates a similar mark in the indenture which seems to serve the purpose of a comma.
 This indenture made the xxiiith day of September in the thyrde yere of the Raigne of our Soveraigne Lady //Elizabeth by the grace of god quene of Englund Fraunce and Ireland defender of the Fayth ec wytnessyth that //Thomas Ellyatt The sonne of John Ellyatt of Martyn in the Countie of Wyltes husbandman Covenautyth and //by these presents grauntyth himself to be boune to John Betty Of the Citie of New Sarum in the countie //aforesaid draper w^t hym to dwell and as a servant to be alowyd to serve hym/ after the forme of the satute of// northampton and camebrydge lately for servants edyfed made and provided frome yere into yere/ that ys //to say frome the feast of Saynt myghell tharchangell next comynge after the date of these presents into thend //and terme of Syxe yeres/ then next folowyng and fully to be complete/ by the w^{ch} terme the foresaid Thomas //the forsaid John as his master well and truly shall serve/ his secretes he shall hyde/ his comaundamentes //lawful and honest in everywhere he shall gladly do/ hurt to hys master he shall none do/ nor suffer none //to be don/ but that to his pore [power] he shall let or else incontynente he shall warne his master therof/ at unlawfull //games he shall not play/ Taveres or ale howses he shall not exersyse nor haunt except yt be by the //comaundement of hys said master/ fornycacon w^tin nor w^tout the howsys of his said master he shall not do/ //he shall not trouth plyte nor spowse no woman/ w^tin the forsaid terme/ The goodes of hys master //inordynatly he shall not wast nor them to any man shall lend w^tout the lysence of his master frome //the service of his said master/ he shall not depart w^tin the forsaid terme/ nor by day or by nyght he shall // not absent himself but well and faithfully and honestly he shalbe have hym self as a good and //a faythfull servant outht to do. The forsaid John the forsaid Thomas as his servant in all the craft //and conynge w^{ch} he usyth in the best manner that he canne dilyngently shall instructe and teache or //cause to be

instructyd and taught as moche as to the same craft to dertayne w^t due
 chastysment/ and //shall fynde unto the said Thomas his servant by all the
 forsaid terme meate drynke lynen and woollen //hose shewes and beddyng and
 all other necessaris as a servant ought to be found/ and shall pay unto //the
 said Thomas his servant for every of the said Syxe yeres a penny a yere yerely/
 and the said //term of vj yeres fully complete and endyd the said Thomas shall
 serve the said John his said master //one hole yere then next folowying taking
 of his said master for the same yere vjis viijd of //lawful money of England
 and doble apparel mete for such a servant to were/ In wytnes where of //the
 parties aforesaid to these indentures interchangeably have putt their seales
 the day and //yere forsaid 1561.

1. Call No: MS 4052/1/24
2. Date: 10 May 1568
3. Language: English
4. Palaeographic Features: Precursor of secretary hand
5. Parties: Richard Mychell of Pulham yn the countye of Dorsett yeoman to Hugh Haynes of Dorchester, Smyth.
6. Recited Deeds: -
7. Consideration: 12 pounds, that is 40s at or before sealing and on 11th January next ensuing 5 pounds and 25 April next following 5 pounds.
8. Description of Instrument: Lease by indenture ('demised, graunted and to farme leten').
9. Subject of Transaction: 'All that burgayge or tenementwith all and singulaer theappartenances thereto belongyn set lying and beying yn the Sowth Streate of the toune of Dorchester aforesaid the burgayge of theires of Robert Oldym on the Sowthe syde and acertyn lane called Dornland on the northsyde all which Burgaige or tenement the sayde Hugh Haynes now holdyth of the sayde Richard Mychell and the same dothe occupye and dwell yn one convenient place or Rome for two horses of the sayd Rychard Mychell or his assignes as often as they shall come to the town always excepted'.

10. Term: From Michaelmas last past for 'the term of threescore and one Yere' (i.e. 61 years).
11. Rent: Paying 20s by 4 equal parts at Christmas, Lady Day, Midsummer and Michaelmas.
12. Clauses: Hugh Haynes to keep tenement in good repair at his expense.
13. Witnesses: Thomas Talbutt, Henry Aben, Walter Bullock, and Hugh ?remgham with others.q
14. Signatures: -
15. Place and Date: 'tenth day of Maye yn the tenth yere of the Rainge of our soveraigne Ladye Elizabeth by the grace of God of Englond, Fraunce and Ireland Quene defender of the fayth'.
16. Seals: One pendant parchment tag with fragment only of seal attached.
17. Endorsements: "Counterpayne of Hugh Haynes lease".
'This lease Hugh Haynes passeth over to Richard Bas...? by his deed herein.. adjoined.'
18. Material: Parchment
19. Size: 370mm x 270mm with an additional 45mm folded over at lower edge with red tag threaded through it.
20. Condition: Poor. Two folds are developing splits.

21. Provenance: Found on p.4 of volume MS 4052
22. Notes:

1. Call No: MS 4052/1/25
2. Date: 2 November 1570
3. Language: English
4. Palaeographic Features: Secretary Hand; see alphabets 5 and 7. This hand has some idiosyncratic features, especially the thick ascenders and descenders in 'd' and 'h'.
5. Parties: Fraunces Lawley of Lusshecott in the Countie of Salop gentleman, base sone of Richard Lawley, late of Strensham in the Countie of Worcs, gentleman deceased; Robert Salter of Peaton in the said County of Salop gentleman & Katherine his wyef.
6. Recited Deeds: -
7. Consideration: 'Six skore and six pounds' (£126) paid by Salter to Lawley.
8. Description of Instrument: Bargain sale ('hath bargeyned and sold and by by these presents for him and his heyres doth thereby and absolutely bargayne & sell').
9. Subject of Transaction: 'All that his messurge ferme or tenement with appurtenances situate lienge and beinge in the townes and fields of Longveld alias longefeld in the parishe of Eaton alias Eeton in the said County of Salop and nowe or late in the tenure ferme or occupacion

of one Raffe Wellyns or of his assigns together also with all maner of howses byldinges, stables, columbaries, yards, gardens, cortes, backsides, land, meadows, lessowes, pastures, sedings, woods, underwoods, waters, fysshing, commons, profetts liberties and hereditaments whatever with there appurtenances and also all the tythes or tenths of all maner of corn & grayne yerely from tyme to tyme growing renewing or increasing of in or upon the premises before by these presents bargeyned & sold or of in or upon any parte or parcell thereof. And also as moch of the woods called longveld wood alias longfelde wood in the parishe of Eaton alias Eeton in the said Countie of Salop as was lately by meares and bonds and limits appointed by on Raffe Corfeld and Thomas Mynton to the said Fraunces Lawley together also with all the estate right title interest revercon remaynder clayme or demaunde whatsoever which the said Fraunces Lawley hath may should or ought to have in or to the premises or of in or to any parte or parcell thereof & all evidences, wrythngse escriptes and munimentes concerning the same.'

10. Term: Forever.
11. Rent: -

12. Clauses: Fraunces Lawley shall at the reasonable request of Robert Salter, on or before Michael next ensuing acknowledge by fine in the Court of law before the Queen's Justices of the Common Pleas to be levied with proclamation according to the statute that the premises bargained and sold are the right of the said Robert Salter Fraunces Lawley by the said fine remises and will quit claims to Robert Salter and his wife for ever with warranty of the said Lawley against him and his heirs to Salter his wife and heirs forever; Lawley also covenant with Salter that all the premises bargain and sold now and at all time hereafter shall be discharged of all terms, sales, dower, statute merchaunt of the staple Intayles, Judgementes, condempnations, execucions, recognizaunces arerages of rent & of rentes & of & from all the other charges and incumbrance whatsoever made by Lawley. The kings services in chief which are due, and the fine for alienation only accepted.
13. Witnesses: John Adies, Adam Suthey, Charles .. stley, Thomas Lully, Thomas Bayley, Rauf Bubbe, Richard Morryes.
14. Signatures: 'per me franciscum Lawley.
15. Place and Date: 'second daye of November and the XIIth yere of the raigne of our sovereign ladie Elizabeth by the grace of God Quene of England, Fraunce, and Ireland, defender of the Fayth etc.

16. Seals: Missing, one pendant parchment tag.
17. Endorsements: (3); Fraunces Lawley to Robert Salter;
 2 Nov 12Eliz; (4) Longveld Wellyms.
18. Material: Parchment
19. Size: 230mm x 435mm with an additional 35mm
 folded over at lower edge with seal
 tag threaded through it.
20. Condition: Good
21. Provenance: Not from the volume MS 4052
22. Notes: A bargain and sale was an instrument
 which originally conveyed an equitable
 as distinct from legal estate in
 property. See R.B. Pugh, Calendar of
 Antrobus Deeds before 1625, Wiltshire
 Archaeological and Natural History
 Society, Records Branch, v.3, 1947
 pxliiii.

1. Call No: MS 4052/1/26
2. Date: 6 October 1571
3. Language: Latin
4. Palaeographic Features: Sloped secretary see alphabet 9, written in a highly cursive fashion.
5. Parties: Anthony Aysheley, gentleman, and Joseph Cumpton, gentleman, plaintiffs and Henry Lawles and Anne his wife, deforciants.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Draft final concord
9. Subject of Transaction: Six messuages, three tofts, four gardens and twenty shillings rent with appurtenances in the city of New Sarum.
10. Term: See above.
11. Rent: -
12. Clauses:
 - 1) The aforesaid Henry and Anne recognise the aforesaid tenement to be the right of Anthony and Joseph, which they (Anthony and Joseph) had of the gift of Henry and Anne in perpetuity.
 - 2) Henry and Anne grant for themselves and their heirs that they will warrant to theaforesaid Anthony and Joseph and to their heirs of Anthony the tenement with the appurtenances in perpetuity,

and for this recognisance, quitclaim etc. Anthony and Joseph grant to Henry and Anne and the heirs of their body.

3) If Anne and Henry die without heirs the aforesaid tenement and appurtenances shall be for the heirs of his body and if he dies without heirs it shall be with the heirs of John Hawles to hold of the chief lord.

- | | | |
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| 13. | Witnesses: | - |
| 14. | Signatures: | - |
| 15. | Place and Date: | In the King's Court at Westminster in the Octave of Michaelmes in the thirteenth Year of the reign of Elizabeth by the grace of God of England, France etc., before James Dier (Dyer), Richard Weston, John Welshe, Richard Harper, justices. |
| 16. | Seales: | - |
| 17. | Endorsements: | - |
| 18. | Material: | Paper, no watermark |
| 19. | Size: | 240mm x 303mm |
| 20. | Condition: | fairly good |
| 21. | Provenance: | Found on p.96 of the volume MS 4052 |
| 22. | Notes: | i)For dating of law terms see C.R. Cheney, <u>Handbook of Dates for Students of English History</u> . 1945, p.67. The Octave is the eighth day after Michaelmas including the feast day, i.e. 29th September. |

- ii) For an account of the final concord process see F.W. Maitland, A History of English Law, pp 95-105. Also R.B. Pugh, Abstracts of Feet of Fines relating to Wiltshire for the reigns of Edward I and Edward II, Wiltshire Archaeological and Natural History Society, Records Branch, vol.2, 1939.
- iii) Toft. A homestead, the site of a house and its outbuildings.

1. Call No: MS 4052/1/27
2. Date: 26 February 1577
3. Language: English
4. Palaeographic Features: Elizabethan Secretary hand, see Petti's Alphabet 22.
5. Parties: Hughe Haynes of Dorchester in the Countie of Dorset 'smythe' to Richard Barcker of the said borough, 'shoomaker'.
6. Recited Deeds: -
7. Consideration: 'Twentie-foure poundes'
8. Description of Instrument: Quitclaim by deed poll ('remitted released and also for me and myne executors, administrators, assigns quite claymed').
9. Subject of Transaction: All and singular right and title etc in 'all that Burgaige or tenement ... on the east side of the South Strete within the said Borough of Dorchester which burgage or tenement now or late was in the tenure and occupation of me the said Hughe Haynes & now or late bargayned sold or set over unto the said Richard Barcker'.
10. Term: -
11. Rent: -
12. Clauses: -

13. Witnesses: Thomas Edwardes
14. Signatures: 'Signum Hugonis Haynes' ⁽ⁱ⁾
15. Place and Date: 'xxvith die of Februarie in the xixth yeare of the reigne of our souveraigne Ladie Queene Elizabeth by the gace of god, Queene of England, Fraunce and Ireland defendour of the faiethe ec'.
16. Seals: One small (2.5cm diameter) red wax pendant seal with intertwining design on parchment tag.
17. Endorsements: '+' of RB. 'Signum Thomas Edwardis testis'. Also several faded lines.
18. Material: Parchment
19. Size: 164mm x 260mm with an additional 22mm folded over at the lower edge.
20. Condition: Fairly good, but centre fold has been reinforced with paper. Needs conservation treatment. Ink faded in part.
21. Provenance: Found on p.100 of volume MS 4052
22. Notes: (i) Hugh Haynes, a smith, draws a horseshoe as his mark.

1. Call No: MS 4052/1/28
2. Date: 2 November 1578
3. Language: Latin
4. Palaeographic Features: Secretary, see Alphabet No. 5
5. Parties: Rowland Hamond of Hatton in the County of Salop and Thomas Hamond son and heir of Rowland.
6. Recited Deeds: -
7. Consideration: Twenty-six pounds and elevent shillings paid to Rowland and Thomas Hamond by Charles Walcot of Walcott at a day and time agreed in a certain indenture of the same date as this.
8. Description of Instrument: Gift (dedisse, concessisse, tradisse feoffasse, confirmasse')
9. Subject of Transaction: All that massauge or tenement situated in the vill or hamlet of Hatton in the said County of Salop and now in the tenure of Rowland Hamond or his assigns and also all and singular houses, buildings, structures, barns, stables, gardens, lands, tenements meadows, pastures, woos, undergrowth commons and hereditaments belonging to the aforesaid messuage in Hatton, reserving only to Rowland one parcel of meadow in Haton recently the perquisite of Thomas Phillips now or lately in the farm or occupation of John Palmer or his assigns.

10. Term: In perpetuity
11. Rent: -
12. Clauses: The messuage to be held by Charles Walcott and his heirs in perpetuity to hold form the chief lord for services formerly owed. Rowland and Thomas Hamond will warrant this for Charles Walcott.
13. Witnesses: (to Seisin) Thomas Acton, George Acton, John Knyght, John More, John Powell, John Hamond, Thomas Elledge Win ap Cad' (wallader), Roger ap Cad' (wallader).
14. Signatures: -
15. Place and Date: Given the second day of November in the twentieth year of the reign of the Lady Elizabeth by the grace of God, Queen of England, France and Ireland, Defender of the Faith etc.
16. Seals: Two fragments of red seals, each on a pendent parchment tag, one with the initials TB on it.
17. Endorsements:
 1. A note of the sealing on 12 November, and of the delivery of seisin. "Memorandum quod presens carta fuit sigillata ac deliberata duodecimo die novembris anno infrascripto pro infranominatis Rowland Hamond ac Thomas Hamond ut pactum suum infranominat... Carolo Walcott ac etiam sesinam et possessionem tradita et deliberata fuit pro dictis Rowland u et Thoma dicto Carlo secundum ... form'et effectum huius

presentis scripti in presentia Thome
Acton, Georgii Acton, Johannis Knyght
Johannis Hamond, Thome Elledge, Owin
ap Cad', Roger ap Cad' Willelmo
Constable, Francisci Acton et aliis".

2. A ded ... Rowland Hamond & Thoms
Hamond.

3. 20 Eliz.

- | | | |
|-----|-------------|---|
| 18. | Material: | Parchment |
| 19. | Size: | 295mm x 230mm with an additional 40mm
folded over at the lower edge. |
| 20. | Condition: | Good except for seals |
| 21. | Provenance: | Not from the volume MS 4052 |
| 22. | Notes: | ap Cad' is presumably ap Cadwallader
i.e. son of Cadwallader. |

1. Call No: MS 4052/1/29
2. Date: 26 December 1587
3. Language: English
4. Palaeographic Features: Secretary Hand, see Alphabets 7 and 9.
5. Parties: Thomas Elliot the yonger the sonne of Thomas Elliott thelder of the cittie of New Sarum, in the countie of Wiltes, 'tayler', to Thomas Elliott thelder, his father of the city and county aforesaid.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond of apprenticeship, indented.
9. Subject of Transaction: Thomas Elliott the younger puts himself apprentice to and with Thomas Eliot the elder his father.
10. Term: From the day of the date hereof unto the end and term of seven years.
11. Rent: -
12. Clauses: Thomas Elliot the yonger promises
 - a) to serve his master well and faithfully;
 - b) to keep his secrets;
 - c) to do his lawful and honest commandments;
 - d) to do no fornication in his master's house or elsewhere;
 - e) to do no hurt to his master or suffer any to be done, but shall lett or warn his master thereof;

f) not to haunt taverns; h) not to waste his master's goods, nor lend them to any man without his master's licence; i) not to contract matrimony within the said term; j) not to absent himself from the service of his said master by day or night, and to bear himself as a true and faithful servant in word and deed.

Thomas Elliot the elder promises to teach and inform his apprentice in the art and mastery which he now uses after the best manner that he can, with reasonable chastisement and correction. Also he promises wholesome and sufficient meat and drink and lodging with linen, woollen hose and shoes and other necessary things for an apprentice after the custom of the city of New Sarum. At the end of the term he shall give him double apparell and 3s. 4d.

13. Witnesses: Thomas Willis, Jo(hn) Symons¹
14. Signatures: 'Signed Thome Ellyott senioris'
(ie the mark of Thomas Elliot senior).
15. Place and Date: 'the xxvith daie of December in the
xxxth yere of the Raigne of our
Soveraigne Ladie Elizabeth by the grace
of god Queene of England, Franuce and
Ireland defender of the faiths etc.'
16. Seals: Seal and tag torn away and missing.
17. Endorsements: 'My Uncle Thomas his Indenture.'
18. Material: Parchment

19. Size: 205mm x 310mm with an additional
 34mm folded over at the lower edge.
20. Condition: Good
21. Provenance: Found on p.98 of volume MS 4052
22. Notes: This document is a 'counterpart' of
 MS 4052/1/30. The indented top of
 this document and MS 4052/1/30 do
 not interlock, but have been trimmed
 from separate sheets, showing that the
 original authenticating purpose of
 the interlocking has been neglected,
 or forgotten.
 For other apprenticeship bonds see
 MS 4052/1/23, MS 4052/1/30, MS 4052/1/51
 MS 4052/1/58.
- See transcript of this
document which follows.
- The counterpart MS 4052/1/30 has an
extra witness Thomas Murivalee but
his name does not occur here.

1. Call No: MS 4052/1/30
2. Date: 26 December 1587
3. Language: English
4. Palaeographic Features: Secretary hand, with two calligraphic signatures.
5. Parties: Thomas Elliot the yonger the sonne of Thomas Elliot thelder of the cittie of New Sarum, in the countie of Wiltes, 'taylor', to Thomas Elliott thelder, his father of the city and county aforesaid.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond of apprenticeship, indented.
9. Subject of Transaction: Thomas Elliott the younger puts himself apprentice to and with Thomas Eliot the elder his father.
10. Term: From the day of the date hereof unto the end and term of seven years.
11. Rent: -
12. Clauses: Thomas Elliot the yonger promises
 - a) to serve his master well and faithfully,
 - b) to keep his secrets,
 - c) to do his lawful and honest commandments,
 - d) to do no fornication in his master's house or elsewhere,
 - e) to do no hurt to his master or suffer any to be done, but shall lett or warn

his master thereof,
 f) not to haunt taverns,
 h) not to waste his master's goods, nor
 lend them to any man without his
 master's licence,
 i) not to contract matrimony within the
 said term,
 j) not to absent himself from the service
 of his said master by day or night, and
 to bear himself as a true and faithful
 servant in word and deed.

Thomas Elliot the elder promises to teach
 and inform his apprentice in the art and
 mastery which he now uses after the best
 manner that he can, with reasonable
 chastisement and correction. Also he
 promises wholesome and sufficient meat and
 drink and lodging with linen, wollen hose
 and shoes and other necessary things for
 an apprentice after the custom of the city
 of New Sarum. At the end of the term he
 shall give him double apparell and 3s. 4d.

13. Witnesses: Thomas Murivall, Thomas Willis, Jo(hn) Symons¹
14. Signatures: 'By me Thomas Elliott'.
15. Place and Date: 'the xxvith daie of December in the xxxth
 yere of the Raigne of our Soveraigne
 Ladie Elizabeth by the grace of God
 Queene of England, Fraunce and Ireland
 defender of the faithe etc.'
16. Seals: 1 damaged red wax seal on pendant
 parchment tag.
17. Endorsements: 'Enrolled and the fee payed the XIth of
 Marche 1587⁽ⁱ⁾ XXX Elizabeth R^{ne}, ⁽ⁱⁱ⁾ and
 'Thomas Elyott's indenture'.

18. Material: Parchment
19. Size: 31 x 20.5 cms
20. Condition: Good
21. Provenance: Found on p.103 of volume MS 4052
22. Notes: This document is a 'counterpart' of MS 4052/1/29.
For other apprenticeship bonds see MS 4052/1/23, MS 4052/1/29, MS 4052/1/51 MS 4052/1/58.
For transcript of this document see following sheet.
i) The 30th year of Elizabeth ran from 17 November 1587 to 16 November 1588. Here therefore is seen the use of Oly Syle year - the new year 1588 did not begin until 25 March. It was not till 1751 that the New Year officially began on 1 January in Great Britain and Ireland.
See C.R. Cheney, Handbook of Dates, pp. 10-11.
ii) Probably 'Regine'.

Transcript of an apprenticeship indenture// indicates the end of a line of script.

This Indenture made the xxvith Daie of December in the xxxth yere of
 the Raigne of our Soveraigne Ladie// Elizabeth by the grace of god
 Queene of England Fraunce and Ireland defender of the Faithe ec.
 witnesseth that// Thomas Elliot the yonger the Sonne of Thomas Elliot
 thelder of the Cittie of New Sarum in the Cowntie of Wiltes// Tayler
 hath put himselfe Apprentice to and wth the said Thomas Elliot thelder
 his father of the Cittie and Cowntie aforesaide// Tayler wth hime to dwell
 frome the daie of the date hereof unto thende of Terme of Seaven yeres
 from thence for the// next ensui?ge and fullie to be completed and endid
 for by and duringe all wch saide Terme the saide Thomas Elliot Apprentice//
 the said Thomas Elliot as his Maister well and faithefullie shall serve
 his secretes shall kepe, his comaundments lawfull//and honest... where
 shall doe no fornication in the howse of his saide Maister or elsewhere
 he shall comite hurte to his same// Maister hee shall none doe or suffer
 to be done but hee to his power shall it lett or his saide Maister thereof
 forthewiuthe warne and// gerve to understande. Taverns he shall not
 haunt, The goodes of his saide Maister inordinatlie he shall not wast nor them
 to anie// man lende wthout his Maister's license Matrymonye within the saide
 Terme he shall not contracte, nor himself to any// woman espouse frome the
 service of his said Maister by daie or night himself he shall not absent but
 as a trewe and// faithefull Servant orght to behave himselfe so shall he bear
 and behave hime selfe towards his said Maister ans well in/ Worde as Deed And
 the saide Thomas Elliot thelder the said Thomas Elliot theyounger his
 apprentise in the arte// and misterie w^{ch} he nowe usethe after the best manner
 that he can or maye shall teache and informe or cause to be//taught and informed
 as mutche as to the said arte and misterie belongeth or in any wise appertayneth
 with//reasonable chastisement and correction findinge his said Apprentice by all
 the tyme aforesaid houlsome and// sufficient meat and drink lodginge lynnyn
 wollen hose and shoes and all other things meet and necessarye for an Apprentice//

of such a science to be found and allowed after the manner and custome of the
said cittie of New Sarum. And further// to his saide Apprentice in thend of the
same yeres doubbell apparell meet and convenyent for him to weare and three
shillings// and fowerpence of Lawfull money shall geve and delyver. In witnes
whereof the parties aforesaid to these indentures// interchangeablie have sette
their hande and seales the daie and yere first above written.

Signed Sealid and deliverid in// the presence of Thomas Murivall//

Thomas Willis//

Jo: Symons//

By me Thomas Elliott

1. Call No: MS 4052/1/31
2. Date: 29 May 1589
3. Language: Latin
4. Palaeographic Features: Secretary Hand - see Jenkinson's Alphabet No. 5.
5. Parties: Margaret Gomeldon daughter of William Gomeldon of Porton in the County of Wiltshire, to John Eyre of the city of New Sarum in the county aforesaid, gentleman.
6. Recited Deeds: -
7. Consideration: £30
8. Description of Instrument: Gift by deed poll ('didisse, concessisse, vendidisse, feoffasse, alienasse et hoc presenti scripto mes confirmasse')
9. Subject of Transaction: All that tenement and garden adjoining with appurtenances situate lying and being within the parish of St. Edmund within the city aforesaid in a place called Chipperstreete between land formerly the heirs of Thomas Southe Gentleman deceased on the west part, land appurtenant to the Chamber (camer', ?Town Hall) Of the aforesaid city on the North and West and the Kings Way o the west and now in the tenure and occupation of John Hobbes and also all that messuage or tenement with all stables, cellars, lofts, rooms, structures and buildings ('stabul', sellar',

sollar', camer', structur' et edificia') appurtaining, situated in the aforesaid city on the north side of a lace called Chipperstreet between tenement formerly of Robert Hawlesses on the east part of the garden formerly in the tenure of a certain John Blathat on the west part, a tenement formerly John Eyre's on the north part and the said place on the south part and now in the tenure of a certain Edmund Williams which all premises Margaret had received from the last will and testament of William Walter of the aforesaid city, Brewer, deceased.

10. Term: -
11. Rent: -
12. Clauses: Warranty
13. Witnesses: William Gomeldon, James Atyate, John Fryer & ('Teste me Johanne Paxton')
14. Signatures: Margaret Gomeldon.
15. Place and Date: Twenty-ninth day of May in the thirty-first year of the reign of our lady Elizabeth by the grace of God, England, France and Ireland Queen, defender of the faith etc.
16. Seals: Fragment only on parchment tag.
17. Endorsements: 'Margaret Gomeldon to Mr John Eyre'. Also a note in Latin to the effect that 'full and peaceful possession and seisin of all and singular the premises within specified taken and delivered by Attorneys

within written on the 31st day of May
in the 31st year of the Queen within
written in the presence of Edmund Millin,
Edment Williams, James Atyate, William
Tischbourne R.C. Richard Clevelod,
Edward Tischbourne, John Puxton'.

- | | | |
|-----|-------------|---|
| 18. | Material: | Parchment |
| 19. | Size: | 302mm x 412mm with an additional 53mm
folded over at lower edge through which
the seal tag is threaded. |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.100 of volume MS 4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/32
2. Date: 14 June 1589
3. Language: Latin and English
4. Palaeographic Features: Sloped Secretary Hand, see Jenkinson's alphabet No. 9.
5. Parties: Thomas Neweman de Winterslowe in the County of Wiltshire 'taylor' to Thomas Elliott of the city of New Sarum in the County of Wiltshire, 'wollen draper'.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond
9. Subject of Transaction: Thomas Neweman is bound in the sum of £8 for £4.2s.
10. Term: -
11. Rent: -
12. Clauses: The sum secured is to be repaid to Thomas Elliott his executors or assigns on next Michaelmas Day 22 shillings, on Christmas Day then following 20 shillings, on Lady Day 20 shillings and on Midsummer Day 1590, 20 shillings.
13. Witnesses: Johannes Line, Thomas Whithorne.
14. Signatures: Thomas Neweman

15. Place and Date: Fourteenth day of June in the thirty-first year of the reign of our Lady Elizabeth by the grace of god Queen of England, France and Ireland, Defender of the Faith etc.
16. Seals: Horizontal parchment tag; Seal missing
17. Endorsements: 'pp in parte of payment of Thomas Neweman at the Feste of St Mychell the Ecengell xx s'
'pp m in parte of payment of Thomas Neweman on the berth daie of the Saviour Jesus Christ - xxs by me Thomas Neweman'
18. Material: Parchment
19. Size: 180mm x 290mm with a tag 16mm wide cut horizontally from right hand lower edge of document one third of the way across document.
20. Condition: Good
21. Provenance: Found on p.103 of volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/33
2. Date: 1 August 1589
3. Language: English
4. Palaeographic Features: Sloped Secretary Hand - See Jenkinson's alphabet No. 9, with words introducing clauses in a large outstanding Bastard Hand (alphabet No.2).
5. Parties: John Eire of New Sarum, in the countie of Wiltish' 'gentilman', To Edmund Williams, of the saide cittie 'Brewer'.
6. Recited Deeds: -
7. Consideration: 'for dyvers good causes and considerations hym specially movinge'.
8. Description of Instrument: Lease by indenture ('demysed, graunted and to farme letten').
9. Subject of Transaction: 'All that 'tenement and gardynage, with all and singular tenements belonginge scituate lyinge and beinge within the cyttie of New Sarum aforesaid in a certayne streete there called Chipperlane and now in the tenure or occupation of the saide Edmunde Williams.
10. Term: From Midsummer Day last past before the date hereof for a term of eighteen years.
11. Rent: 30 shillings "at fower feasts in the yeare most usuall"⁽ⁱ⁾ or within 20 days thereof.
12. Clauses: -
13. Witnesses: Oliver Peers, Marye Yarberry

14. Signatures: Edmund Williams
15. Place and Date: 'the first of August and in the xxxith yeere of the raigne of our Sovereign Ladye Elizabeth by the Grace of God of England, France and Irland, Queene defender of the faith ec'.
16. Seals: Pendant parchment tag, seal missing.
17. Endorsements: "Edmonde Wylliams. Lease and bond for a tenement in Chipper Lane for xviii yeres beginning at Midsomer 1589 in xxi yere of the Reigne of Queene Elizabeth."
18. Material: Parchment
19. Size: 260mm x 425mm with an additional 24mm folded over at lower edge through which the seal tag is threaded.
20. Condition: Good
21. Provenance: Found on p.12 of volume MS 4052
22. Notes: i) ie. Michaelmas, Christmas, Lady Day and Midsummer Day.

1. Call No: MS 4052/1/34
2. Date: 6 March 1589/90⁽ⁱ⁾
3. Language: Latin and English
4. Palaeographic Features: Secretary Hand - see Jenkinson's Alphabet No.5 with a sloping tendency.
5. Parties: John Moggridge of Boun(?te)onscorte near the city of New Sarum in the county of Wiltshire, gentleman, to Richard Burley of Longe Parishe in the County of Sussex, gentleman.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond
9. Subject of Transaction: John Moggrydge is bound in £100 to Richard Burley to keep obey, perform etc the awards, judgments, orders etc of the arbitrators.
10. Term: To be paid before 18 April after date hereof.
11. Rent: -
12. Clauses: William Carrant of Tomber in the County of Somerset Esquyer, William Ley of Tessounte in the County of Wiltshire Gent, Ambrose Button of Alby in the said County of Wilts, 'Esquyer' and Alexander Tutt of Oxenwood in the said County of Wilts, gent, are arbitrators chosen on behalf of

John Moggridge and George Burley, father of the within-named Richard Burley, Jone Ashe of Baynley in the said Countie of Wiltshire 'widowe' and the said Richard Burley.

13. Witnesses: Thomas Longe, John Da...sey and George Elsey.
14. Signatures: 'by me John Moggrydge"
15. Place and Date: Sixth day of March in the thirty-second year of the reign of our lady Elizabeth by the grace of god Queen of England, France and Ireland, defender of the faith ec, 1589⁽ⁱ⁾.
16. Seals: One horizontal parchment tag, seal missing.
17. Endorsements: 'Also John Moggridge his bond to Richard Burley to stand to ye Award and Arbitration of Several persons that are to determine all Controversies between them.'
18. Material: Parchment
19. Size: 160mm x 282mm with a 22mm wide cut horizontally from lower edge on right side extending one third of way across document and tie of 10mms extending to almost the left hand edge.
20. Condition: Good
21. Provenance: Found on p.4 of volume MS 4052
22. Notes: i) This document, according to present computation was written in 1590. This is an example of beginning the New Year on 25 March.

1. Call No: MS 4052/1/35
2. Date: 11 August 1590
3. Language: Latin and English
4. Palaeographic Features: Secretary hand.
5. Parties: William Younge of New Sarum in the County of Wiltshire draper and Ralph Wallworth of Wilton in the County aforesaid yeoman to Thomas Elliot of New Sarum draper and George Batter of Winterbourne Dauntesey, in the said County, yeoman.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond
9. Subject of Transaction: William Younge is bound in the sum of 40 marks⁽ⁱ⁾ to keep the terms of indenture made between William Younge and Thomas Elliot and George Batter, of the same date as this.
10. Term: -
11. Rent: -
13. Witnesses: John Paxton, John Freyer
14. Signatures: Wyllyam Yong, Raufe Wallworth
15. Place and Date: Eleventh day of August in the year of the reign of our Lady Elizabeth by the grace of god Queen of England, France, Ireland, defender of the faith etc.

16. Seals: Two horizontal parchment tags each with a seal - one impressed with initials R.W., and the other W.Y.
17. Endorsements: -
18. Material: Parchment
19. Condition: Good
20. Size: 120mm x 265mm, two tags are cut from the right hand side, lower edge of a width 12 and 14mm, extending one third of the document and 5mm tie tag at lower edge extends from left hand edge to within 5mm of left hand edge.
21. Provenance: Found on p.3 of volume MS 4052
22. Notes: i) A mark was a coin of value 13s. 4d.

1. Call No: MS 4052/1/36
2. Date: 13 August 1590
3. Language: Latin and English
4. Palaeographic Features: Secretary hand - see Jenkinson's alphabet No.5.
5. Parties: William Younge of the city of New Sarum in the county of Wiltshire 'draper' and Ralph Wallworth of Wilton in the aforesaid county 'yeoman' To Thomas Elliott of the city of New Sarum, 'draper'.
6. Recited Deeds: Young has bargain-sold⁽ⁱ⁾ and delivered to Elliott 'the moietie and halfe parte of all the wollen clothe nowe remaynenge and being in the Shoppe belonging to the tenement within the cittie of New Sarum in the Countie of Wiltes'.
7. Consideration: £142.11s.11d. paid by Elliott to Young
8. Description of Instrument: Bond
9. Subject of Transaction: William Young and Ralph Wallworth are bound to Thomas Elliott in the sum of £200 that they should, in consideration of £143.11s.11d. deliver the aforementioned woollen cloth, before the sealing of this bond.
10. Term: -
11. Rent: -
12. Clauses: -

13. Witnesses: John Puxton, John Frye, George Batter
14. Signatures: Wyllyam Yong, Rauf Wallworth
15. Place and Date: Thirteenth day of August in the thirty second year of the reign of Lady Elizabeth by the grace of god, Queen of England France and Ireland, defender of the faith etc.
16. Seals: Two horizontal parchment tags each with a seal; one 22mm diameter impressed with initials W.Y., and the other 15mm diameter, R.W.
17. Endorsements: -
18. Material: Parchment
19. Size: 140mm x 265mm with two seal tags 8mm wide cut from right hand edge of lower edge of document
20. Condition: Good
21. Provenance: Found on p.103 of volume MS 4052
22. Notes: i) A bargain and sale was an instrument which originally conveyed an equitable as distinct from a legal estate in property.

1. Call No: MS 4052/1/37
2. Date: 31 October 1590
3. Language: English
4. Palaeographic Features: Secretary hand, see Jenkinson's alphabet No.5.
5. Parties: Thomas Merivall of the city of Newe Sarum in the County of Wiltshire, draper and Alice Merivall sister of the said Thomas Merivall; To John Barnes of the city of New Sarum aforesaid, 'inholder'.
6. Recited Deeds: Henry Asheley of Upwimbourn St. Giles in the County of Dorset, Knight and Henry Asheley, esquire son and heir apparent of the said Sir Henry, by indenture dated 27 October 12 Elizabeth (1570) demised to William Merivale, late of New Sarum, deceased, Thomas his son, and Alice his daughter, all that tenement with the appurtenances in 'Whelen rowe otherwise called Otemealerowe', for the term first of the life of William then Thomas then Alice, with estate to commence following the expiration or determination of a certain lease bearing date 20 August 14 Henry VIII, (1522), made to Christopher Chafin, Dorethia his wife and William Newman, or surrender, forfeiture, or other means.
7. Consideration: £70 paid by Barnes to Thomas and Alice Merivall.
8. Description of Instrument: Assignment of lease ('demised, graunted and to ferme lette')

9. Subject of Transaction: All the said tenement (as described above), with the appurtenances, and 'all shoppes, sellers, solours, easments, profitts and commodities ... together with the certen glasse and implementes of household in a schedule hereunto annexed'.⁽ⁱ⁾
10. Term: Barnes to hold for the term of 99 years.
11. Rent: 1 peppercorn if demanded at Michaelmas.
12. Clauses: Property excepted in this assignment is that which is subject to two separate leases.
1) 7 June 30 Elizabeth (1588) whereby Elizabeth Merivall 'widdowe' late wife of William Merivall decased and the said Thomas Merivall leased to Thomas Tovie of the aforesaid city, draper, all that shop now in the tenure of Thomas Tovie for the term of 14 years to begin at feast of the Nativity of St. John the Baptist next ensuing the date of the lease, with a yearly rent of 50 shillings, now reserved to John Barnes;
2) 28 January 32 Elizabeth (1590) whereby Thomas Merivall granted to William Ewene of the aforesaid city, draper, one shop now in the tenure of William Ewene demised for a certain term of years.
Thomas and Alice Merivall are to give possession on 25 March 1592.
13. Witnesses: Henry Blackborowe, John Fryer, Richard Constable.
14. Signatures: Thomas Merival, Alice Merivall.
15. Place and Date: 'the laste day of October in the Two and thirtith yere of the raigne of our soveraigne Lady Elizabeth by the God of

England, Fraunce, and Ireland, Queene,
defendour of the faieyth etc.

16. Seals: Two pendant parchment tags, one has no seal, the other has a fragment of a red wax seal with initials J.B. on it.

17. Endorsements: 'An assignment of a lease from Tho Meryvall and others to John Barnes of the lease'.
 'xxx die Septembris 1622'
 'This deede was nowe showed forth before us the Commissioners unto William Beck, and Thomas Merivall, Gabriell Ludlowe, Richard Hunting, Sim: Clifford.'. A schedule of glass and household equipment attached.

18. Material: Parchment

19. Size: 405mm x 665mm with an additional 44mm folded over at lower edge through which the seal tags are threaded. The schedule is also attached by these tags. It is 210mm x 133mm.

20. Condition: Good

21. Provenance: Found on p.95 of volume MS 4052

22. Notes: i) A transcript of this schedule is given below.
 A schedule indented of the glasse & implements of husholde in the Indenture hereunto annexed/demised & graunted and nowe remaninge and/beinge in the tenement in the indenture hereunto annexed/demised. Inprimis all the seeling sethinge and stayned¹ clothes/in the hall and all the

glasse in the hall windowes/Item all the
sealinge sethinge & stayned clothes/in the
parlor and all the glasse in the parlor/
windowes and the slidinge windowes &
portall/ in the said parlor.

Item all the glasse in the Chamber
windowe/ over the Shoppe nowe in the
tenure of William/Ewene and the glasse in
the Closet windowe/

Item the Coope in the kitchen,² the
Buttery/withall the shelves in the same
and the/windowe in the kitchen.

1. Stayned - dyed

2. This seems to be a genuine comma.

1. Call No: MS 4052/1/38
2. Date: 4 November 1591
3. Language: Latin and English
4. Palaeographic Features: Sloped Secretary Hand.
5. Parties: William Rabbetts of the city of New Sarum and County Wilts, shoemaker, John Carr of the aforesaid city and county, cuttler and Phillip Pyne of the city and county aforesaid, yeoman To Thomas Elliott of the city of New Salisbury and County Wilts, 'wollendraper'.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond
9. Subject of Transaction: William Rabbets, John Carr and Phillip Pyne are bound in the sum of £8 to Thomas Elliott.
10. Term: -
11. Rent: -
12. Clauses: The sum secured £4 is to be repaid at Michaelmas 1594.
13. Witnesses: Jo Small, P. Pile.
14. Signatures: 'per me Phillip Pyne', also two marks

15. Place and Date: Fourth day of November in the thirty third year of the reign of Lady Elizabeth by the grace of god, Queene of England, France and Ireland, defendor of the faith etc.
16. Seals: Three horizontal tags, two with small seals, one seal missing.
17. Endorsements: -
18. Material: Parchment
19. Size: 67mm x 267mm with three tags 10mm wide cut from right hand lower edge extending one third of way across document.
20. Condition: Good
21. Provenance: Found on p.94 of volume MS 4052.
22. Notes:

1. Call No: MS 4052/1/39
2. Date: 29 April 1593
3. Language: Latin and English
4. Palaeographic Features: Sloped Secretary Hand.
5. Parties: William Bulkeley de Swaye in the County of South', gentleman to Thomas Ellyott senior of the city of New Salisbury, in the County of Wiltes, 'wollendraper'.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond
9. Subject of Transaction: Williamn Bulkeley and Alyce his wife are bound in the sum of Forty pounds to perform, fulfill and keep the articles contained in a certain pair of indentures made between William and Alice Bulkeley, and Thomas Ellyott the elder and John Ellyott and Thomas Ellyott his sons, bearing the same date as this.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: John Small, John Barowes.
14. Signatures: 'Signum M Willelmi Bulkeley (the mark is a rough 'W' upside down).

15. Place and Date: Twenty ninth day of April in the thirty-fifth year of the reign of Lady Elizabeth by the grace of God Queen of England, France and Ireland.
16. Seals: One horizontal tag with red seal, device, if any, obscure.
17. Endorsements: 'William Bulkeley's bond'. 'nothing worth'.
18. Material: Parchment
19. Size: 98mm x 312mm with a tag 15mm cut from right hand side of lower edge, and extending one third of the document. A tie tag 6mm wide is cut from the lower edge and extends to within 25mm of left hand edge.
20. Condition: Good
21. Provenance: Found on p.86 volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/40
2. Date: 2 May 1593
3. Language: Latin
4. Palaeographic Features: Legal Hand, see Jenkinson's Alphabet No.17
5. Parties: Tomas Ellyott, plaintiff; William Juniper, gentleman, and Dorothea his wife deforciants.
6. Recited Deeds: -
7. Consideration: £100 given by Ellyott to William and Dorothea Juniper.
8. Description of Instrument: Right hand counterpart of a Final Concord.
9. Subject of Transaction: Six messuages, six gardens, four orchards, six acres of meadow, ten acres of pasture and common pasture for all cattle ('averiiis') with appurtenances in Downton.
10. Term: -
11. Rent: -
12. Clauses: Warranty
13. Witnesses: -
14. Signatures: -
15. Place and Date: Queen's Court at Westminster on the Quindene⁽ⁱ⁾ of Easter in the thirty fifth year of the reign of Elizabeth by the Grace of God Queen of England, France and Ireland, defender of the faith etc.

16. Seals: -
17. Endorsements: 'Wiltes' Thomas Ellyott' in a contemporary hand and, very faded '... g 6 messuages in Downton'.
18. Material: Parchment
19. Size: 465mm x 125mm
20. Condition: Fairly good
21. Provenance: Found on p.15 of volume MS 4052
22. Notes: This is a chirograph counterpart of MS 4052/1/41.
 i) A Quindene is normally the fifteenth day after any feast, the date of the feast itself being included in the reckoning. The Easter law term invariably began on the Quindene of Easter. 'Normally that should mean the second Sunday after Easter, but later books (such as Henry Finch, Law(1627), and Thomas Powell, Attorneys academy (1630) sig P;.) explain that it means seventeen days after Easter and therefore a Wednesday.' C.R. Cheney, Handbook of Dates for Students of English History 1945, p.68. The Wednesday, seventeen days after Easter in 1593 was on 2 May. For the Final Concord process see notes to MS4052/1/26.

1. Call No: MS 4052/1/41
2. Date: 2 May 1593
3. Language: Latin
4. Palaeographic Features: Legal Hand, See Jenkinson's Alphabet No.17
5. Parties: Thomas Ellyott, plaintiff; William Juniper, gentleman, and Dorothea his wife, deforciant
6. Recited Deeds: -
7. Consideration: See MS 4052/1/40
8. Description of Instrument: Left counterpart of Final Concord, for right counterpart see MS 4052/1/40
9. Subject of Transaction: Six messuages, six gardens, four orchards, six acres of meadow, ten acres of pasture and common pasture for all cattle ('averiis') with appurtenances in Downton.
10. Term: -
11. Rent: -
12. Clauses: Warranty
13. Witnesses: -
14. Signatures: -
15. Place and Date: Queen's Court at Westminster on the Quindene of Easter in the thirty fifth year of the reign of Elizabeth by the Grace of God Queen of England, France and Ireland, defender of the faith etc.
16. Seals: -
17. Endorsements: 'Deliberatur et praeclam' secundum formam statuti.'
18. Material: Parchment
19. Size: 465mm x 125mm
20. Condition: Fairly good

- 21. Provenance: Found on p.15 of volume MS 4052
- 22. Notes: See notes on MS 4052/1/40

1. Call No: MS 4052/1/42
2. Date: 6 October 1594
3. Language: Latin
4. Palaeographic Features: Legal hand. See Jenkinson's alphabet No. 19.
5. Parties: John Chelmych, plaintiff; Edward Acton esquire and Katherine his wife deforciantes
6. Recited Deeds: -
7. Consideration: Thirty pounds sterling given by John Chelmych to Edward and Katherine Acton.
8. Description of Instrument: Left hand indenture of a final concord at Westminster before the Justices Edmund Anderson, Thomas Walmsley, Francis Beaumont, Thomas Owens.
9. Subject of Transaction: All tithes of sheaves and grains annually growing issuing or emerging in the vill and fields of Hatton.
10. Term: -
11. Rent: -
12. Clauses: 1) The aforesaid Edward and Katherine recognise the aforesaid tithes to be the right of John, which John has by the gift of the aforesaid Edward and Katherine and they remit and quitclaim the tithes for the same Edward and Katherine and their heirs to the aforesaid John and his heirs.

2) Also the same Edward & Katherine have granted for themselves and their heirs that they will warrant the aforesaid tithes to the aforesaid John and his heirs against the aforesaid Edward and Katherine and the heirs of Richard Acton, deceased, for ever.

13. Witnesses: -
14. Signatures: -
15. Place and Date: At Westminster in the Octave of Michaelmas in the thirty-sixth year of the reign of Elizabeth by the grace of God Queen of England, France and Ireland, defender of the faith etc (a conquestu tricesimo sexto)...⁽ⁱ⁾
16. Seals: -
17. Endorsements: 'solibatum pro proclamacione secundum formam statuti'.
18. Material: Parchment
19. Size:
20. Condition: Good
21. Provenance: Not from the volume MS 4052
22. Notes: i) Two points may be noted re the date. The 'octave' is the eighth day after a feast counting the feast day as the

first day; the usual formula for Kings, first, second or third from the conquest 'a conquestu', in this case is unnecessary since Elizabeth is not called 'first' since the conquest, and also the usual phrase 'supreme head on earth of the Church of England and Ireland' is reduced to 'etc.'

ii) Tithes: this word is given to 'one tenth of the increase of all living things to be given to the Church.' The grain, stock and cash which this produced became an important element in the income of the parish priest.

1. Call No: MS 4052/1/43
2. Date: 21 May 1596
3. Language: Latin
4. Palaeographic Features: Legal hand
5. Parties: John Moore, esquire, Thomas Catt gentleman, plaintiffs; Richard Hynton, gentleman, Elizabeth Wells, widow, Thomas Lane, Senior, gentleman and Mary his wife, Anne Hynton and Thomas Lane, Junior, gentleman, and Brigitta his wife, deforciantes.
6. Recited Deeds: -
7. Consideration: Eighty pounds sterling
8. Description of Instrument: Left hand indenture of a final concord.
9. Subject of Transaction: Two messuages with appurtenances in the city of New Sarum.
10. Term: -
11. Rent: -
12. Clauses: Warranty clause.
13. Witnesses: -
14. Signatures: -

15. Place and Date: Queen's Court at Westminster on the day after the Ascension of the Lord in the thirty eighth year of the reign of Elizabeth by the grace of God Queen of England France and Ireland, defender of the faith etc.
16. Endorsements: 1. In contemporary hand 'Deliberatur et proclam' secundum formam statuti'.
2. In pencil, in modern hand 'Duplicate of this deed sent to M. l'Abbe Gros, St Jean de Maurienne, Savoie France'.
17. Material: Parchment
18. Seals: None.
19. Size: 280mm x 470mm
20. Condition: Good
21. Provenance: Found on p.16 of volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/44
2. Date: 30 June 38 Elizabeth 1596
3. Language: Latin
4. Palaeographic Features: A large legal hand, see Jenkinson's alphabets Nos. 17 and 19.
5. Parties: James Ley esquire and Henry Stafford against John Kent and John Westbroke.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Exemplification of a recovery.⁽ⁱ⁾
9. Subject of Transaction: One hundred acres of land, three acres of meadow and common pasture for eighty sheep with appurtenances in Winterborne, Forde, Laverstock and Stratford.
10. Term: -
11. Rent: -
12. Clauses: In the fictitious action Robert Bundye and Richard Humphrey are vouched to warranty. Writ date 26 June last ... action contained on Recovery Roll 58 of the Court of Common Pleas, Trinity Term, 38th year of reign, held before Edmund Anderson, knight, and his colleagues justices of the Bench.
13. Witnesses: -

14. Signatures: -
15. Place and Date: At Westminster on the thirtieth day of June in the thirty eighth year of our reign.
16. Seals: One broad pendant tag with only a fragment of the large black wax seal remaining.
17. Endorsements: The clerk's name, Brownlowe, is at end of text. On tag, 'examinatur'.
18. Material: Parchment.
19. Size: 292mm x 540mm with an additional 28mm folded over at lower edge through which the seal tag is threaded.
20. Condition: Poor - has been badly backed in the past and now needs attention.
21. Provenance: Found on p.2 of volume MS 4052.
22. Notes: Initial letter of E for Elizabeth has not been completed.
i) For outline of the recovery process see R.B. Pugh Calender of Antrobus Deeds before 1640 Wilts Archaeological and Natural History Society, Records Branch, vol. 3. pp. xlviii - 1. Also see notes to MS 4052/1/18.

1. Call No: MS 4052/1/45
2. Date: 18 November 1598
3. Language: English
4. Palaeographic Features: Sloped Secretary, obviously written very quickly.
5. Parties: Wililam Standforde of Stratforde in the County of Wiltshire, yeoman. To Thomas Eliatt of the city of New Sarum 'wollendraper'.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Acquittance
9. Subject of Transaction: William Standforde returns to Thomas Eliatt 'diverse Parcellls of wrytinges leases and other escriptes' which Thomas has previously delivered to him excepting one 'wrytinge of privie sale' which has remained in the custody of Thomas Eliatt whereby the said William is to have £25 for the said writings.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: 'Wytnes at the delivery hereof Anthony Parry'.

14. Signatures: William Stanford
15. Place and Date: 'xviiith day of Novembe in the xiith yere of the reigne of our Sovereign Lady Queene Elizabeth'.
16. Seals: None
17. Endorsements: 'Willm Stanford acquittance'.
18. Material: Paper, not clear watermark.
19. Size: 400mm x 610mm, folded to 205 x 305mm.
20. Condition: -
21. Provenance: Found on p.94 of volume MS 4052
22. Notes: Although this watermark is not clear it appears to be similar to that of MS 4052/1/61.

1. Call No: MS 4052/1/46
2. Date: (22?) January (38? James of Scotland. 1605?)
3. Language: English
4. Palaeographic Features: Secretary hand. See Jenkinson alphabet No.5. This document is very faded and requires an ultra violet lamp for it to be read and calendared. Possibly even with that aid little will be retrieved. (The lamp which the National Library's Conservation Section has at present is not suitable.)
5. Parties: John Eyre the elder of the cytty of New Sarum in the county of Wiltes, gentleman; William Gormeldon of ... in the said county of Wiltes, gent and Margaret his wife.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: -
9. Subject of Transaction: -
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: 'Signed, sealed and delivered in the presence of Johannes Barker and George Eton'.

14. Signatures: 'By me John Eyre'
15. Place and Date: ... very faded. The year of England cannot be read and the year of Scotland appears to be the thirty-eight.
16. Seals: One pendant, red wax seal 20cm diameter with small indistinct shield device. On parchment tag.
17. Endorsements: - see Witnesses above.
18. Material: Parchment which has been backed with brown paper.
19. Size: 215mm x 362mm with an additional 30mm folded over at lower edge.
20. Condition: Very poor. It is broken along folds in spite of the backing of brown paper; the ink has flaked away.
21. Provenance: Found on p.86 of volume MS 4052.
22. Notes: -

1. Call No: MS 4052/1/47
2. Date: 13 January 1605/6
3. Language: English
4. Palaeographic Features: Sloped secretary hand.
5. Parties: John Mathews of Sarum in the County of Wiltshire, hossier. To Roger Brickett of Wymborne Mynster.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond
9. Subject of Transaction: John Mathews acknowledges himself bound in the sum of £3 for 33s.
10. Term: -
11. Rent: -
12. Clauses: John Mathews acknowledges that 33s. is to be paid to Brickett by way of 18s on the 25 March next ensuing and the other 15s to be paid on the feast day of St John the Baptist next ensuing.
13. Witnesses: John Frier Anthony Brickett
14. Signatures: 'By me John Mathew'
15. Place and Date: 'xiii of January 1605'⁽ⁱ⁾
16. Seals: One square of paper 25mm x 25mm folded back to form a wafer seal.

17. Endorsements: "Roger Briccets bond"
"R Brikett?"
and in twentieth century hand "J. Matthews,
hosier, Sarum 33s to Roger Bricketts
Wymborne Mynster 13 Jan. 1605."
18. Material: Paper, no watermark.
19. Size: 195mm x 300mm
20. Condition: Good
21. Provenance: Found p.84 of volume MS 4052
22. Notes: i) The date of this document was probably
1606 according to present computation,
whereby the beginning of the year is
now 1 Jan. See note to MS 4052/1/30.

1. Call No: MS 4052/1/48(a) and (b)
2. Date: 8 Feb 1608
3. Language: Latin
4. Palaeographic Features: Sloped Secretary Hand
5. Parties: Richard (Bancroft) Archbishop of Canterbury to all clerics and literate persons.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Letter patent. Letters of Administration of estate.
9. Subject of Transaction: Will of Roger Bricket deceased, recently of Wimborne Minister.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: Alex: Serle
15. Place and Date: Given at London on the eight day of Febraury in the year of the Lord, following the computation of the Church of England, one thousand six hundred and seven and in the third year of our translation.
16. Seals: The oval brown seal of the Archbishop of Canterbury is attached by a pendant

parchment tag. A long piece has broken away from edge and is missing. It needs conservation treatment.

17. Endorsements: 'Administratio bonorum temeraria in prejudicium Joannae Bricket relict' inhabit' & citation of Anthony Bricket to the prerogative court of Canberbury (ex of Roger Brickett's will proved coram Jo Bennet LLD) 8 Feb 1607-8 Ric (Bancroft) A Bp.'
18. Material: Parchment
19. Size: -
20. Condition: Good
21. Provenance: Found on p.98 of Volume MS 4052
22. Notes: (a) is the original document
 (b) is a late (19thC transcript of part of the original with the note "Sir John Bennet was impeached in 1621 before the Lrds (and condemned by the Star Chamber in 1622) for administering estates of intestates in consonence with the wishes of the highest bidder."
 This document is being treated by the National Library's conservators and will be stored outside the main run of documents in a separate box.
 I am indebted to Mr L.J. Downer for help with the transcriptions of this document.

1. Richardus providentia divina Canturaisiensis
Archiepiscopus totius Anglie Primas et
Metropolitanus universis et singulis
clericis et literatis quibuscumque per
2. provinciam nostram Cant' ubilibet Constitutis,
salutem. Cum nobis ex parte Joanne Bricket
relicte cuiusdam Rogeri Brickett nuper
dum vixit
3. de Wimborne minister (sic) in Com' Dorset
Centuarainsique provincia defuncti habentis
dum vixit et mortis suarum (sic) tempore
bona iura sive credita in diversis
4. diocesis sive peculiaribus jurisdictionibus,
extitit monstratum quod quidam Anthonius
Brickett executor pretensus testamenti
pretensi sive ultime
5. Volumtatis pretense dicti Rogeri Bricket
illud Testamentum pretensum coram iudice
in partibus sive ordinario loci iudice
in hac parte omnino in
6. competen' probari approbari et insinuari
administrationemque bonorum iurium et
creditorum dictum (sic) defuncti et illud
suum testamentum pretensus qua-
7. litercunque (sic) concernen' sibi de
facto comitti utcunque obtinuerit cumque
?dictus defunct(us) dum vixit et mortis
suarum (sic) tempore bona iura sive
8. credita in diversis diocesis seu peculiaribus
jurisdictionibus provincie Cant' ut
preferitur habuerit (sic) et possederit
eoque pretextu dictus Anthonius
9. Brickett executor pretensus citra premissa
predictum testamentum pretensum eiusdem
defuncti in curia nostra prerogative
Cant' ac coram dilecto
10. nostro domino Johanne Bennett milite
et legum doctore dicte curie nostre magistro
custode sive com(m)issario legitime constituto
eiusue surrogato
11. Legitime in com(m)uni forma probari approbari
et insinuari et administrationem pretensam
in ea parte sibi actoriatate nostra comitti
respective procuraverit

12. iurisdictionique dicte curie nostre prerogative pro parte sua dibite et legitime submiserit. Cumque dictus pretensus iudex in partibus premissa omnia
13. Et singula fuisse et esse vera ac ita facta habita et gesta certior factus fuerit et sciolus extiterit, dictus tamen pretensus iudex nulla in
14. hac parte auctoritate saltem sufficiente aut legitima fulcitus de facto nulliterque et inique ad promotionem et instigationem dicti Anthonii Bricket contra
15. Prefatam Joanna Bricket in quodam negotio pretenso temerarie administrationis bonorum iurium et creditorum eiusdem defuncti utcunque pro-
16. cessit et procedit in presenti in contemptum et vilipendium juris et jurisdictionis nostre et curie nostre prerogative ec Ecclesie cathedrais et metropo-
17. litice Christi Cant' non feredum dicte Joanne Bricket prejudicium non modicum et gravamen. Vobis igitur Communiter et divisii Comittimus
18. ac firmiter iniugendo mandamus quatenus dicto presenso iudici in partibus et prefato Anthonio Bricket in specie ceterisque omnibus et singulis
19. aliis quibus ius exigit in hac parte inhiberi in genere auctoriate nostra inhibeat is seu inhiberi faciatis peremptorie quibus nos etiam tenore presentis inhibemus volterius in dicto pretenso negotio
20. temerie administration is pretense predictae procedant seu procedat eorum aliquis necuiquam faciant aut attemptent seu fieri aut attemptari
21. Procurent procuretve eorum aliquis in prejudicium iurium et jurisdictionis nostre predictae seu damnum dicte Joanne Bricket sub pena juris CITETIS
22. Insuper seu citari faciatis peremptorie antedictum audiedum (?) Tnthonium Brickett necnon dictum pretensum iudicem inferiorem in casu quo aliquid post executionem

23. inhibitionis nostre predictae in eum factum
contra tenorem presentium fecerit aut
attemptaverit quod compareant et eorum uterque
compareat coram
24. dilecto nostro Johanne Bennett milite legum
doctore predicto curie nostre prerogative
Cant' magistro custode sive commissario
eiusve surrogato
25. aut alio iudice in hac parte competente
quocunque in ecclesia Cathedrali divi Pauli
London Loco constituto ibidem decimo die post
citationem
26. corum uno in hac parte factam si iuridicus
fuerit alioquin prop .. die juridico
extinit(?) extunc proximo sequen(te) hora
causarum ibidem ad iura reddenda
27. Consuet(a) certis articulis capitulis sive
interrogatoriis contemptum et violacionem
jurisdictionis et Prerogative nostre Cant'
concernen' sibi c...
28. venerit ad promotionem dicte Joane Bricket
obiciendum et ministrandum personaliter (?)
rongsur' Citetis insuper seu citari faciatis
peremptorie
29. dictum Anthorium Brickett quod compareat
coram dicte curie nostre prerogative magistro
custode siue commissario nostro predicto
eiusve surr'
30. legitimo aut alio iudice in hac parte
competente quocunque die hora loco predictis
causam rationabilem et legitiman si quam
pro se habeat aut dicere
31. sciat quare probato et insinuato
premissis tesamenti pretensi predicti
administrationisque pretense in ea parte
commissis auctoritate pretensa iudicis
32. inferioris predicti ut prefertu habit' et
fact' omniaque exinde sequen' revorcar
cassare et annullari proque nullis et invalidis
pronuntiari
33. et declarari non debeant ad promotionem
eiusdem Joane Brickett dictur' et allegatur'
ulteriusque factur' et receptur' quod justum

34. fuerit in hac parte intimetis preterea seu intimari faciatis peremptorie perfato (sic) Anthonio Brickett cui nos etiam tenore presentis sic
35. intimamus quod sive ipse prefatus Anthonius Brickett comparuerit siue non dictus tamen Joannes Benet miles et legum doctor dicte
36. Curie nostre Prerogative magister custos custos (bis) sive comissarius atendictus eiusve surrogatus aut alius iudex in hac parte competen(s)
37. ad revocationem cassationem declarationem annullationem proque nullis et invalidis pronuntiationem et declarationem probationis approbationis
38. et insinuationis pretensis testamenti pretensi predicti Administrationisque pretense in ea parte comissionis auctoritate pretensa iudicis interioris prediccti ut prefertur
39. habit' et fact' omnisque exinde sequentis inuxta iuris exigen(di) negotiique qualitatem procedere intendit absentia seu potius continuatio(ne)
40. dicti Anthonii Brickett in aliquo non obstan(te) Et quid in premissis feceritis dicte Curie nostre Prerogative Cant Comssar'eiusque (sic)
41. Surrogat' aut alius iudicem in hac parte competent' quemcunque dictis die hora et loco vel citra debite certificetis unacum predictis
42. Datum London octavo die mensis Feb: anno Domini iuxta computationem ecclesie Anglicane millesimo sexcentesimo septimo et nostre translationis Anno tertio.

Alex Serle

1. Call No: MS 4052/1/49
2. Date: 19 January 1608/9
3. Language: Latin, English
4. Palaeographic Features: A sloped secretary hand
5. Parties: Morgan Care of Gillingham in the County of Dorset, yeoman. o Thomas Elliott senior of the city of New Sarum, gentleman.
6. Recited Deeds: John Coward holds by copy of court roll⁽ⁱ⁾ of the manor of Sealescliveden in the county of Wiltshire by grant of William Chafyne, Esquire, five closes of meadows and pasture with appurtenances called Pymperlies containing by estimation 26 acres lying in woodland within the manor of Sealescliveden late in the tenure of William Dick deceases and now in the tenure of John Coward to have and to hold to John Coward and to Wulstan Coward and Ann Elliott for the term of their lives and the longest liver of them according to the custom of the manor.
7. Consideration: -
8. Description of Instrument: Bond
9. Subject of Transaction: Morgan Care is bound to Thomas Elliott, in the sum of £100 which is to be forfeit in the event of the clause not being kept.

10. Term: -
11. Consideration: -
12. Clauses: It is agreed that after the death of the said John, Wolstan Coward shall hold the premises during this life and the life of Ann without interuption of any woman which the said John shall marry or any other persons claiming under the said John Coward.
13. Witnesses: Joachim Parker, Mawrice Aylerigge
14. Signatures: Morgan Care
15. Place and Date: Nineteenth day of January in the year of the reign of our Lord James by the Grace of God King of England, Scotland, France and Ireland, defender of the faith, namely sixth of England, France and Ireland and forty-second of Scotland, 1608.
16. Seals: 1 horizontal tag with red wax seal, but device is blurred. There is also a long tie tag cut along the lower edge.
17. Endorsements: "This bond belongs to my Cosen Coward".
18. Material: Parchment
19. Size: 27.5 x 15.5 cms
20. Condition: Good
21. Provenance: Found on p.106 of Volume MS 4052

22. Notes:

i) The term 'Copy of Court roll' refers to a copy of proceedings in the Manorial court, a court roll being the official written record of such proceedings. The court roll among such actions as breach of customs, regulations for common land and local affairs generally, recorded the surrender and admission of tenants to manorial holdings. The tenants written title to such 'copyhold' land was a copy of his admission to the tenement as recorded on the roll. Copyhold tenure was a development from Villein tenure.

1. Call No: MS 4052/1/50
2. Date: 25 March 1609
3. Language: English
4. Palaeographic Features: Secretary Hand, with signature in an Italic type of hand.
5. Parties: Thomas Thorne of Shurborne in the Countie of Dorset draper and Thomas Elliot the elder of the city of Newe Sarum in the Countie of Wiltes gentleman.
6. Recited Deeds: Whereas Thomas Elliott stands bound to Jerome Shackell and Florence his wife in the sum of £44 upon the feast of the Purification of Our Lady⁽ⁱ⁾ next at the house of said Jerome in Sherbourne and Thomas Thorne is indebted to and owes Thomas Elliott the sum of £105.14s.
7. Consideration: 'The dischardginge and saveinge harmless of the said Thomas Elliott ... for the payment of the said fortie fower pounds and in consideration of the payment of the said £105.15s. unto Thomas Elliott' (by Thomas Thorne).
8. Description of Instrument: Indenture of lease ('demised, graunted and to farme letter')
9. Subject of Transaction: Thomas Thorne demises to Thomas Elliott 1) all that messauage or tenement with the appurtenances and a garden and backside annexed containing by estimation one acre and one close of pasture at Vertnam containing by estimation tenne acres and one close of errable land called Field Walles conteyning by estimation

twelve acres, one close of errable
 landes called Barton close conteynge
 by estimacion twelve acres and sixe and
 twenty acres and a halfe of land
 errable in the common fields there
 with all and singular their appurtenances,
 all which premises are scituate lyeinge
 and being in the parishe of Sherborne
 aforesaide and late were in the
 occupation of Thomas Foster deceased
 and all common of pasture and feedinges
 for Shepe and Cattel in the fieldes
 moores meadows and wastes of Shurborne
 aforesaid to the said tenement
 belongeinge. And all that messuadge or
 tenement scituate and being within the
 towne of Shurborne aforesaid in a streete
 there called Akerman Streete and all
 howses, barnes, stables orchards and
 gardens thereunto belonginge and the
 backside to the same messuage or
 tenement adjoyning conteynge by
 estimacion two acres more or less and
 one close called the close by Lenthaye
 conteyning by estimacion three acres and
 all that close called Lenthaye Close
 containing by estimacion one yarde and
 one other close called Fower pits
 conteynge by estimacion two acres and
 a half and also one half acre of meadow
 lying in Doule Meade and three yeards
 of meadow lienge in the Common Moore
 at Bridmill and also fower acres of
 errable lande lying in the North field
 and three acres of land there at suche
 tymes and seasons as hath byn here to
 forte used and accustomed with all
 pathes growndes soiles casements and
 commodities to the premises or any part
 thereof belonging or apperteyning with
 all and singular their appurtenances

all which premises lately were in the tenure and occupation of Jerome Shackell and Florence his wife as in the right of the said Florence or of theire or one of theire asigne or assignes. And all that messuadge and all howses edifices and buildings to the same belonging scittuate tyeinge and beinge in Sherbourne afforesaid in the Tithinge of Houndstreate which formerly were in the tenure or occupacion of William Morley deceased and late were in the occupacion of John Thorne his assign or assigns and also all that close of pasture called But close conteyneinge by estimacion one acre be it more or less sometyme in the occupacion of Eydeth Armiston widdowe deceased and late in the tenure of Nicholas Winnysse of London merchante Taylour scituate lienge and beinge in Sherbourne aforesaid in the said tythinge of appurtenances. And all that close of pasture commonly called or knowen by the name of Stricklands conteyning by estimacion six acres be it more or less lienge and beinge in Sherbourne aforesaid Castletown or Osborne or one of them or some of them, and sometyme in the tenure or occupacion of Thomas Anthony and Walter Frye or their assigns.

10. Term: Forty years from the date of these presents if Thomas Thorne lives so long.
11. Rent: Paying to the lord the yearly rents to be due.
12. Clauses: -

13. Witnesses: Signatures of John Puxton, Thomas Elliott Junior, Edward Rockell.

14. Signatures: Thomas Thorne.

15. Place and Date: "five and twentieth daie of March in the yeres of the reigne of our Soveraigne lord James by the grace of God of England France and Ireland Knight defendour of the faith etc the seventh and of Scotland the two and fortieth."

16. Seals: 1 fragment on pendant parchment tag.

17. Endorsements: "This writing was sowed unto Tho Glover at the tyme of his aunswere making the Chancery to the Articles of Tho: Elliott Termino Pasche Anno xv^o Ja R touching a contempt layed to his the said Glovers charge. (Signed by) Ni Roberts. This writtinge was showed unto Thomas Ellyott the younger gent at the tyme of the Examination taken before us at the cytye of New Sarum the xviith of September 1617 ex parte Thome Ellyott sen, gen, et al def.,... Thome Thorne quer'. (Signed by) Roger Holmes : Nich. Young. This writtinge was shewed unto Joseph Sterr at the tyme of the examynation taken before us at Sherborne the xxth of June 1617 ex parte Thome Elliott et al deforciants. (Signed by) R. Holmes, Roger Gollop, Lau: Swetnam, Nich Young. This writing was shewed unto John Paxton and John Chetmyle at the tyme of there examinacion taken in the Chancerie ex parte Thome Elliott Senior et ux' eius def. con Thomas Thorne quer' Termino

Sancte Trinitatis Anny xv^{to} Jacobi
R Annoque domini 1617. (Signed by)
Ni. Roberts. Tho: Thorne c. Tho Elliott.

- | | | |
|-----|-------------|--|
| 18. | Material: | Parchment |
| 19. | Size: | 333mm x 695mm with an additional 47mm folded over at the lower edge through which the seal tag is threaded. |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.101 of Volume MS 4052 |
| 22. | Notes: | <p>This document is clearly one of the key documents in the case of Thorne v. Elliott, for which see MS 4052/1/71, dated 21 June 1616.</p> <p>i) The feast of the Purification of Our Lady was February 2, often known as Candlemas.</p> |

1. Call No: MS 4052/1/51
2. Date: 21 December 1609
3. Language: English
4. Palaeographic Features: Secretary hand
5. Parties: Nicholas Elliot, son of Thomas Elliot thelder of the city of new Sarum in the County of Wilts hosier, : Thomas Elliot thelder.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Indenture or bond of apprenticeship 'in the arte or mistery of hosyer', in chirograph form.
9. Subject of Transaction: -
10. Term: Seven years from 25 December last.
11. Rent: -
12. Clauses: Usual apprenticeship clauses, see transcript of MS 4052/1/23.
13. Witnesses: Thomas Thorne, Mawrice Aylerugge
14. Signatures: Nicholas Elliot
15. Place and Date: In the year of the Lord, 1609.
16. Seals: Missing, tag torn away.

17. Endorsements: 'Memorandum quod hec indentura irrotulat'
in libro corporacionis mistere ocassorum
in civitate Nov' Sarum Sexto decimo die
Septembris anno RR Jacobi Angl' Decimo
Scotie quadragesimo Sexto anno domini 1612
per Hohannem Wilkinson clericum
corporacionis predict'. 'Nicholas
Elliot's indenture'.
18. Material: Parchment
19. Size: 140mm x 305mm with an additional 18 mm
turned over at lower edge, through which
the Seal tag is threaded.
20. Condition: Good
21. Provenance: Found on p.10 of Volume MS 4052
22. Notes: For other apprenticeship indentures see
MS 4052/1/29, MS 4052/1/30, MS 4052/1/23
and MS 4052/1/58.
A 'hosier' was the person who 'frame
knitted' or wove stockings or socks or
underwear.

1. Call No: MS 4052/1/52
2. Date: 21 February 1610
3. Language: English
4. Palaeographic Features: Secretary hand, carefully, even formally written.
5. Parties: Joseph Starre of Yevill in the County of Somerset, lynnen draper To Thomas Thorne of Shirborne in the county of Dorset, woollen draper.
6. Recited Deeds: Whereas an action for debt has been brought before the Court of Common Pleas at Westminster by the said Joseph Starre against Thomas Thorne, upon an obligation dated 1 May. 5 James I (1607) and whereas the said Thomas Thorne was bound to Joseph Starre in the sum of three score pounds which obligation was conditioned for the true payment of £33.16. on 26 March which should be in 1609 and whereas Thorne preferred his bill of complaint in the High Court of Chancery against Joseph Starre it was by order of Chancery in the term of Hilary last past referred to Sir Mathew Carrwe Knight one of the master of the Court of Chancery to report to the court what he should think fit to be done and he requested that the said Thomas Thorne plaintiff ought to pay the defendant Starre £33.16s. one half at Easter next and the other at Michaelmas following and in default of payment to Starre be permitted to put the plaintiffs' bond in suit, and according to the true intention of the report, Thorne did suffer a judgement

on his behalf for the whole penalty.

7. Consideration: -
8. Description of Instrument: Bond in £70 for £33
9. Subject of Transaction: -
10. Term: -
11. Rent: -
12. Clauses: It is agreed that if Thorne shall cause to be paid to Starre the sum of £33.10s at Easter next and £16.10s. at Michaelmas next at the house of Starre in Yeovil, the judgment shall be void and Starre for himself and his heirs and executors promises that the said Thomas Thorne shall 'not be taken, arrested, molested or damnified by reason of the said judgment' and Starre shall then on the reasonable request of Thorne do any further act reasonably required for the discharge of Thorne.
13. Witnesses: No statement of witnesses names or signatures are on this document.
14. Signatures: No signatures.
15. Place and Date: 'One and Twentieth day of February in the year of our moste gracious soveraigne James by the grace of God of England, Scotland, France and Ireland, Kinge defender of the faith ec. that is to saye of England the seaventh and of Scotland the three and forteth.'

- | | | |
|-----|---------------|---|
| 16. | Seals: | Fragment of red wax twisted round with paper on a pendant parchment tag. |
| 17. | Endorsements: | 'Thomas Thorne is bounde to Joseph Starre in three score poundes'. |
| 18. | Material: | Parchment |
| 19. | Size: | 290mm x 550mm with a further 48mm folded over at lower edge through which the seal tag is threaded. |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.82 of volume MS 4052. |
| 22. | Notes: | - |

1. Call No: MS 4052/1/53
2. Date: 15 November 1610
3. Language: Latin and English
4. Palaeographic Features: Sloped Secretary.
5. Parties: Thomas Ellyott, senior of the city of New Sarum in the county of Wilts, to Jerrom Abbot of Bratton in the county of Somerset, 'yeoman'.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond ('teneri et firmiter obligari').
9. Subject of Transaction: 'one hundred poundes of currant english money' secured by a bond for £200.
10. Term: See under clauses.
11. Rent: -
12. Clauses: Sum to be paid upon 16 August next ensuing at the dwelling of Jerrom Abbot in New Sarum.
13. Witnesses: Thomas Elliott, 'Purveyer', Michael Mackerell, R. Mackerell, Mawrice Aylerugge, John Elliott.
14. Signatures: T E mark of Thomas Ellyott.

15. Place and Date: Fifteenth day of November in the eighth year of the reign of our lord James by the grace of God, King of England, France and Ireland, and of Scotland, the 44th, 1610.
16. Seals: Originally there would seem to have been a wafer seal, but this has been cut out of the document.
17. Endorsements: "A bownde de (illegible) unto Jerrom Abbot of tooe hundred powndes for the payment of owne huyn dred the sixteenth day of Febuarye next which will be in the yeare of owre Lorde owne thousand sixe hundred and Aleven. And it is to be accounted for the forbarance from the 16th day of Agust unto the Sixteenth day of Febarye. 1611'.
'At the 9th of March 1612 of my father lawe Mr Thomas Ellyat the sum of 4¹ⁱ 10/8 wch is further (illegible) of one hundred wch he stood bound to pay to Edward Abbat (illegible) iii¹ⁱ xs per me James Abbot.'
'Mr Thomas Ellyott C¹ⁱ the xvith of August 1611 to Jerom Abbot, full paid and cancelled'.
18. Material: Paper - watermark but type not clear.⁽ⁱ⁾
19. Size: 400mm x 620mm but folded double to size 200 x 310mm.
20. Condition: Fairly good
21. Provenance: Found on p.88 of Nan Kivell Volume MS 4052.

22. Notes:

(i) This is the earliest paper document in the Nan Kivell Calligraphy collection to have a watermark. It seems to be shaped roughly like a hand.

A radiograph of it has been made and is available to readers.

For a history of papermaking in England see Alfred H. Shorter, Paper Mills and Paper Makers in England 1495-1800. Monumenta Chartae Papyraceae Historiam Illustrantia, Hilversum, 1955.

1. Call No: MS 4052/1/54
2. Date: 22 June 1612
3. Language: English
4. Palaeographic Features: Secretary
5. Parties: Elizabeth Ellyott of the Cittie of Newe Sarum in the Countye of Wiltes, Spinster.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Last will and testament.
9. Subject of Transaction: Property of Elizabeth Ellyott.
10. Term: -
11. Rent: -
12. Clauses:

After the opening clause bequeathing her soul to Almighty God, Elizabeth Ellyott makes the following bequests:

 1. To the Parish Church of St. Thomas in the city of Newe Sarum 20 shillings.
 2. To the Poor People within the aforesaid city 20 shillings to be distributed at the discretion of her Executors.
 3. To, ... Henry Parsons 10 shillings. To her godson John Clement 2s.6d.
 4. To her godson John Seveyour 2s.6d.
 5. To her godson Nicholas Atkinson 2s.6d.
 6. Whereas her Brother Thomas Ellyott

owes her 23 pounds, she now bequeathes his 10 pounds of the said 23 pounds.

7. To Thomas Ellyott the son of the said Thomas Ellyott her brother 10 pounds of the same 23 pounds, and the remaining 3 pounds must be paid to her executors within one year after her death when they shall give her brother the Bill of his debt.

8. To her brother John Ellyott 20 pounds within three months after her death.

9. To her brother Nicholas Ellyott 20 pounds to be paid him within one year after her death.

10. To her sister Anne Coward the wife of Wolston Coward the sum of 10 poundes to be paid her within one year after Elizabeth's death.

11. (The following clause is crossed out). To Margaret Cowarde the daughter of the said Wolston Coward, 10 pounds to be paid to Wolston within two years of Elizabeth's decease, the said Wolston giving bond for the employing thereof for the child's benefit and it and its profits shall go to the child at her marriage or the age of twenty-one whichever shall first happen.

12. Whereas Thomas Thorne her brother-in-law owes Elizabeth 7 pounds she bequeathes to Mary and Margerye the daughters of the said Thomas Thorne the said 7 pounds and also 13 pounds, in all 20 pounds, that is 10 pounds each to be employed at the discretion of the said children until they shall be twenty-one or married, provided that if either of them die before that the portion remains

to the survivor and if they both die their portions remain to her executors.

13. To her sister Margaret Abbot the wife of James Abbot the sum of 10 pounds to be paid within one year of Elizabeths death.

14. To Margerye Abbot the daughter of the said James Abbott 10 pounds to James Abbott her father within 10 years of Elizabeth's decease he giving his bond for the employing thereof and the sum and profits to go to the child at the age of 21 or at her marriage.

15. To the poor people of the hospital of the Trinity within the aforesaid city 5 shillings.

15. To her sister Mary Thorne the wife of Thomas Thorne xxs to make her a Ringe to weare.

16. The residue of all her goods after these bequests is left to her father Thomas Ellyott who is herewith made her sole executor, and her brother John Ellyott and Nicholas Ellyott are appointed overseers.

- | | | |
|-----|-----------------|--|
| 13. | Witnesses: | John Elliott, Maurice Aylerugge, Michael Mackerell. |
| 14. | Signatures: | Elizabeth Eliot. |
| 15. | Place and Date: | 'the two and twentyeth daye of June in the tenth year of the raigne of our soveraigne Lord James by the grace of God of England, France and Ireland Kinge, defendor of the faythe ec and of Scotland the xlvth: 1612.' |

16. Seals: There are two slits for a wafer seal to be applied, but this does not seem to have been done.

17. Endorsements: Part missing. ... Dated 22th ...
34 yeares sithence 1646.
See radiograph

18. Material: Paper. No watermark on sheet containing will but there is a vase type watermark on the inventory sheet which is attached.

19. Size: Will consists of two separate sheets each 310mm x 385mm. Letters of probate 200mm x 195mm. Inventory 205mm x 309mm.

20. Condition: Very frayed at righthand edge. It has received treatment in the National Library's Conservation section and is now kept in a special folder with a detailed account of the treatment and photographs of the original state. The Probate and inventory were attached to the will with the original tapes, but these had to be undone for the repair work, and could not be replaced.

21. Provenance: Found on p.33 of volume MS 4052.

22. Notes: The letters of probate are dated 18 September 1612 at Salisbury and the inventory f Elizabeth Elloytt's goods and money was taken 19 September 1612. The total value is £130.2s.6d. Both these documents are signed by Thomas Sadler.

This folder containing this repaired item is stored outside the main run of the documents in a separate, large, flat box, which also contains MS4052/1/18 and MS 4052/1/65.

1. Call No: MS 4052/1/55
2. Date: 2 October 1612
3. Language: English
4. Palaeographic Features: Large sloped Secretary Hand.
5. Parties: Christofer Hinton of London, gentleman, sonne and heyre of Richard Hinton deceased and Anthony Longe of the city of Newe Sarum: Thomas Elliott thelder of the cittie of Newe Sarum aforesaid Wollendraper.
6. Recited Deeds: -
7. Consideration: One hundred and ten pounds paid by Hinton to Thomas Elliott
8. Description of Instrument: Gift ('granted, enfeoffed and confirmed')
9. Subject of Transaction: 'All those two messenges or tenements with thappurtenances lyenge together thone in th'ocupacion of the said Thomas Elliott and thother sometymes in the tenure or ocupacion of Alexander Alford or of his assignes scittuate within the said city of Newe Sarum in the North end of a street there called Wheelen Rewe which said tenements and premises were sometymes parcell or reputed to be parcell of thinheritance of William Burley gentleman deceased and the revercion and revercions of the said two messuages or tenements with thappurtenances and of everie parte thereof and the yerely rentes reserved

upon whatsoever eemyse or demyses
 grauntes or graunts made or graunted
 of the premisses and all and singular
 deedes evydences counterparte of leasses
 writengs escriptes mynuments whatsoever
 only touchinge or concerning the said
 premisses herbie menconed to be graunted
 or only any part or parcel thereof which
 he the said Christofer Hinton hath in
 his handes or custody touchinge or
 concerninge the premises or any parte
 thereof wherein the said premises or any
 part thereof are mentioned or expressed
 joynetly or together with any other
 landes tenements heredytaments or thinges
 at the Costs and Chardges of the said
 Thomas Elliott his heyress and assignes'.

10. Term: -

11. Rent: -

12. Clauses: Christopher Hinton covenants that he has sole and good rights to convey the tenements and that they are discharged of all charges etc whatsoever which might have been committed or placed thereon by Richard Hinton, or William Burley great-uncle of Christopher Hinton, or William Burley great-uncle of Christopher Hinton. The two several yearly rents of 40 shillings shall continue payable to Thomas Elliott the elder as recited in the deed dated 13 February 38th year of Elizabeth (1596) leasing premises to Thomas Elliott the younger by the said Richard Hinton. Elizabeth Wells, Thomas Lane, the elder and Mary his wife, Anne

Hinton, Thomas Lane the younger and Bridget his wife for the term of forty-one years. Christopher Hinton will on the ... of the feast of St. Andrew the Apostle levy a fine of the premises 'by some apte name' unto the said Thomas Elliott the elder according to the statutes which said fine to be levied shall be to the only use of Thomas Elliott the elder. Thomas Elliott will vouch to warranty Christopher Hinton. Hinton within the space of the next seven years will execute any further deeds or acts required at law to make the title secure, but shall not be compelled to travel above ten miles.

13. Witnesses: John Lowd, Rich. Dourse, Thomas Elliott younger.
14. Signatures: Christofer Hynton, A. Longe.
15. Place and Date: 'Seconde day of October in the tenth yere of the raigne of our soveraigne Lord James by the grace of God Kinge of England, Franncce and Ireland defender of the faythe and of Scotland the sixe and fortyth.'
16. Seals: Two pendants tags, but torn and both seals missing.
17. Endorsements: 'Christofer Hyntons deede'
 'The dwellinge house deede'
 '2: Octobri decimo Jacobi A feoffment from Christofer Lynton and Anthony Longe to Thomas Ellyot of the howses in the Whelen Rowe wherein Thomas Ellyott and Alexander Alford then dwelt.'

- | | | |
|-----|-------------|---|
| 18. | Material: | Parchment |
| 19. | Size: | 405mm x 570mm with an additional 58mm folded over at lower edge through which the seal tag is threaded. |
| 20. | Condition: | - |
| 21. | Provenance: | Found on p.99 of Volume MS 4052. |
| 22. | Notes: | - |

1. Call No: MS 4052/1/56
2. Date: 13 September 1613
3. Language: English
4. Palaeographic Features: Secretary Hand.
5. Parties: Thomas Elliott of the cittie of New Sarum gent., in the countie of Wilts; Edmund Abbott of Bratton in the Countie of Somerset, yeoman; James Abbott of New Sarum, lynnne draper and Margaret his wife.
6. Recited Deeds: 18 November 8 James I, 1610 Agreement between the said parties and others on the marriage between James Abbott, son of Edmund Abbott and Margaret, daughter of Thomas Elliott that £300 be given to Edmund and Margaret on marriage, that is to say £150 by the said Thomas Elliott and £150 by Edmund Abbott within three years after the date of the articles paid and laid out in livings to be bought and purchased by James and Margaret for their livelihood and maintenance and in default of such provision £300 shall after the death of James come to the use of his wife Margaret and of their & children £100 from James Abbott and £200 from the said Edmund Abbott and £114 of this was bestowed on a messuage and appurtenances situated in Whelen Rowe in New Sarum which has been purchased by the consent of all concerned from Robert Nelmes gent, and Margaret his wife.

7. Consideration: -
8. Description of Instrument: Articles of Agreement on marriage.
9. Subject of Transaction: A marriage between James Abbot and Margaret Elliott.
10. Term: -
11. Rent: -
12. Clauses: Now it is agreed:
- 1) That James Abbott shall within the 3 months after reasonable request by Thomas Elliott at any time within the term of 4 years next ensuing after the date hereof pay the sum of £100 towards the purchase of such lands enements as may be thought fit by the said James and Margaret for their better maintenance for James' life and after to Margaret for life or their children or in default of such to such other person as James Abbott shall direct and requare.
 - 2) If James Abbott "should fortune to die leaving the said Margaret before the said £100 be disposed of then the executors of the said family shall within 6 months of his death pay to Thomas Elliott the sum of £100 to the use of Margaret and such of their children living, equally between them and if no child be alive then to the use of Margaret for ever. If the said Margaret should die leaving the said James, before the sum is disposed of the said James' may for ever retain the same to his own use and not be enforced to pay it out in the purchase of land.

3) It is further agreed between Thomas Elliott and James Abbott that Thomas Elliott within three months after reasonable request made at any time during the term of 4 years pay the sum of £86 towards the purchase of such lands etc as shall be thought fit to be purchased by the said James Abbott for the maintenance of James and Margaret Abbott to be conveyed to them for their lives or other estate as James Abbott thinks fit so as it may be disposed to the said James for his life or after to Margaret and their children or in default of such children to such other purchase as the said James shall direct.

4) It is agreed that Thomas Elliott his heirs etc shall pay James Abbott during such time as the said £86 is not laid for or towards such purchase as aforesaid the yearly sum of £8 at Christmas, Lady Day, Feast of St. John the Baptist (Midsummer) and Michaelmas by equal portions the first payment at Christmas next ensuing.

5) It is agreed between the said Thomas Elliott and James Abbott that if James Abbott shall die before the said £86 now in the hands of Thomas Elliott shall be disposed of then Thomas Elliott shall within 6 months next after the death, pay to the use of Margaret and such children as she and James may have had to be equally divided between her and the children and if there are no such children then to the use of Margaret for ever.

6) The meaning of this agreement is that Thomas Elliott promises for himself and his executors, to James Abbott and his executors and administrators that if the said Margaret shall die (before the said James Abbott) before the said £86 shall be disposed of according to the direction of these presents that the said Thomas Elliott his executors or administrators shall, within six months after reasonable request thereof made by James Abbott to the said Thomas Elliott, pay to James Abbott or his executors the said sum of £86 to his use. And if the said James and Margaret shall both die before the £86 shall be disposed of then Thomas Elliott within six months of reasonable request made by Edmund Abbott if living, or if dead by his executors cause to be paid £86 to the executors and survivors of the said James Abbott and Margaret to and for the use of the children of the said James Abbott equally to be divided.

7) And the true meaning thereof is that the said Thomas Elliott is not by the intent of these presents to retain and have for his own use the £86 but the sum is to go and be disposed of for the benefit of the said James Abbott and Margaret and their children or as near to the true intent as may be.

8) Edmund Abbott covenants with Thomas Elliott that it shall be lawful for the said James Abbott and Margaret his wife and their assigns to occupy "all that close and ground commonly called or

knowne by the name of Tomes Close
 conteyning by estimasion twentie Acres
 be it more or less lying and being in
 Bratton B.. within the parish of
 Bratton Seymour alias St. Mareit in the
 said countie of Somerset" after the death
 of Edmund Abbott by and during the
 terms of the natural lives of the said
 James Abbott and Margaret his wife
 without hindrance of any kind (one
 unreadable clause interposed here)
 paying such rent or fulfilling such
 covenants as made by a lease purchased
 by indenture of James Devine and (blank)
 Williscot gent by the said Edmund Abbott
 to the said James and Margaret their
 heirs which indenture the executor of
 the said Edmund Abbott shall deliver
 uncanceled to the said James Abbott
 and Margaret or one of them after the
 death of the said Edmund Abbott. And
 Edmund Abbott or his assigns shall not
 commit any waste in the said Close nor
 suffer any act or thing whereby the said
 lease or estate may be forfeit.

9) And Edmund Abbott shall not at any
 time hereafter forfeit alter or change
 any estate term or interest which the
 said James Abbott has now of, or after,
 any person in any messuage, land or
 tenement by means of any copy of cont'
 roll of any manors, or grant in any
 court of any manor or by the custom of
 any manor.

- 10) Thomas Elliott covenants with James Abbott that he shall not at anytime hereafter forfeit alter, change or make void any estate term or interest which the said Margaret the wife of James Abbott now has by any copy of court roll of any manor, grant or custom.
13. Witnesses: Ambrose Brewett, Nicholas Elliott, Maurice Aylerugge.
14. Signatures: Edmund Abbott (mark), James Abbott
15. Place and Date: 'Thirteenth daye of September in the yeare of the Raigne of our souveraigne Lord James by the grace of God of England France and Ireland, Kinge, Defender of the faith, the eleventh and of Scotland and seaven and fortithe.'
16. Seals: Two pendant parchment tags one has seal missing, one has a seal, red wax 30cm in diameter with a small impress with no discernible pattern.
17. Endorsements: The Dorse has several faded witnessed memoranda concerning the payments of installments. The final payment is noted by 'Md the 26 of March 1623 of my father-in-law Thomas Elliott the sum of eight pounds and seven shillings in full payment of the within mentioned covenant being in full satisfaction of the portion of money which he gave me in marriage with his daughter'.
18. Material: Parchment

19. Size: 575mm x 755mm
20. Condition: Parchment fairly good but the ink is
 flaking off surface making the document
 difficult to read.
21. Provenance: Found on p.104 of volume MS 1042.
22. Notes:

1. Call No: MS 4052/1/57
2. Date: 20 September 1614
3. Language: English
4. Palaeographic Features: Mixed hand or round hand, see Jenkinson's alphabet No. 10.
5. Parties: Richard Branthwaite of London Esq., and Nicholas Elliott sonn of Thomas Elliott the elder of the cyty of New Sarum in the County of Wilts, gent.
6. Recited Deeds: Thomas Elliott and John Elliott sons of Thomas Elliott the elder hold by copy of court roll for the term of three lives, according to the custom of the manor of Ringwood in the county of South Hampton property described below late in the tenure and occupation of Thomas Elliott the elder for the yearly rent of three shillings 1 penny and 1 farthing payable to Richard Branthwaite.
7. Consideration: £54 paid to Richard Branthwaite by Nicholas Elliott.
8. Description of Instrument: Copy of a bargain and sale ('Granted, bargained & sold & confirmed')
9. Subject of Transaction: 'Cottaige called the White Hart and the said fewer aikers of land with the appurtenances thereunto belonging together with all howses build on the premises and all other outhouses buildings floodings, commons. Commons of pasture, lands, woods, underwoods, waies, paths easements profits, Commodities, emoluments, advantages, hereditarrents to the said Cottage & fower aikers of lands

or any parcell thereof belonging or in any wise appertaininge or as pt member or parcell thereof now or heretofore used occupied or injoyed sett livinge & being in Ringwood aforesaid or elsewhere in the sd County of Southt'

10. Term: 'Fower score and nineteen years from thence next inshueinge'
11. Rent: 'ancient & accustomed yearly rent of three shilling one penny and a farthinig of lawful English money att and upon the two most vowed feast days or termes..' Lady Day and Michaelmas by equal portions.
12. Clauses:
 - 1) Nicholas Elliott to pay 'two pence of increase' on the said feast days (i.e. Lady Day and Michaelmas) by even portions in satisfaction of all customs works and services which the said copyhold cottage or tenants thereof are charged towards the 'Reparacons' of the custome wills of the said manor of Ringwood or of the banks, ponds or waterworks.
 - 2) And also he is too yield the customed suit unto the said mills in grinding of his corne and grain at all times, which said yearly rents and suit for grinding are to be in full satisfaction of all other rents, heriots duties, customs suits service and demands whatsoever hereafter to be done to Richard Branthwaite for the term of 99 years.
 - 3) If the rents are behind by the space of 15 days or if Nicholas Thomas, or John Elliott or others dwelling at the said cottage shall not grind their corn at the mill it shall be lawful for the said Richard Branthwaite or his heirs or assigns to enter and distaine and impound until the

rents be paid and satisfaction be made for not grinding corn at the mill.

4) Richard Branthwaite promises that Thomas Elliott and John Elliott or survivors or assigns of them shall possess the said property without hindrance by him, and shall be kept harmless by him of all other leases, grants etc.

5) Richard Branthwaite also promises to Nicholas Elliott and his assigns that upon reasonable request, by Nicholas Elliott at his own cost, Richard Branthwaite and his assignes, upon the surrender of the copyhold or the estate then in being on the said premises shall and will by copy of court roll according to the custom of the manor of Ringwood grant again one or other estates of the premises for the term of one two or three lives or shall be nominated for and according to the custom of the said manor of Ringwood for the yearly rent of three shillings one penny and a farthing and the said increase rent of two pence and under the like reservation of grinding at the said mill.

6) Also upon like request and at the said costs of Nicholas Elliott, Richard Branthwaite shall make seal and execute to him Nicholas Elliott and his assigns any new grant or lease of the said premises for the new grant or lease of the said premises for the term of four score and nineteen years to begin immediately after the decease of the survivors of such life or lives as shall be nominated in any other copy (ie of court roll) hereafter to be made as aforesaid unto like rents, reservations and services to the suit mills and with like covenants.

7) Ricahrd Branthwaite grants to Nicholas Elliott and his assigns etc. all woods and underwoods now standing, to be cut and carried away during the next 99 years.

8) He also releases Nicholas Elliott and his assigns of any heriots that may be due at the end of 99 years.

13. Witnesses: Sealed and delivered in the presence of John Foyle, Thomas Foyle, Snr, Edward Royle & George Allsope.
14. Signatures: Richard Branthwaite
15. Place and Date: '20th day of 9ber Annon domini 1614 in the yeare of the raigne of our soveraigne Lord James by the grace of God Kinge of England, Scotland, France & Ireland defendor of the faith etc. that is to say of England France & Ireland ye 12th and of Scotland the eight & fortith.'
16. Seals: -
17. Endorsements: 'This indenture within written takes its commencement from the day of the death of the within named Thomas Elliott who died the Eleventh day of July in the yeare of oure lord God, one thousand six hundred fivety-seven. Witnesses to the endorsement, Jo Hildersley Chief Steward, Thomas Browne Steward of ye manor of Ringwood within written.
18. Material: Paper - watermark
19. Size: Two sheets each 373mm x 295mm
20. Condition: Good

21. Provenance: Found on p.90 of volume MS 4092.
22. Notes: A Bargain and sale originally conveyed on equitable as distinct from a legal estate. By the Statute of Enrolments 1536 however no estate could be conveyed by a bargain and sale unless the instrument was made in writing under seal and enrolled within six months of execution in one of the King's courts of record or in the county in which the lands lay. A heriot was a kind of death duty of early origin. Before and after Norman Conquest the Kin of a deceased villein tenement holder gave the best beast to the Lord of the Manor.

1. Call No: MS 4052/1/58
2. Date: 13 November 1615
3. Language: English
4. Palaeographic Features: A rather unevenly written Secretary Hand.
5. Parties: Henry Webb the sonn of John Webb of Broughton in the Countie of South' yeoman: Thomas Elliot the ender of the Citie of New Sarum in the Countie of Wilts' gent' and Margerie his wife.
6. Recited Deeds: -
7. Consideration: 'as well of his owne free will as by the consente of his friendes'.
8. Description of Instrument: Bond of apprenticeship, indented.
9. Subject of Transaction: Henry Webb is bound apprentice to Thomas Elliot and Margerie his wife 'in the arte and misteries or sciences of a woollen draper and a hosier'.
10. Term: 9 years
11. Rent: -
12. Clauses: Henry Webb promises Thomas Elliot and Margerie his wife that he will
 - a) well truly and faithfully serve them
 - b) keep their secrets
 - c) do their honest and lawful commandments

- d) not to absent himself from the service of his master or mistress either by day or night.
- e) not frequent tavernes or alehouses
- f) not to play unlawful games
- g) not commit fornication or adultery
- h) not 'detracte himselfe in matrimonie with anie woman or maid'
- i) not waste or consume inordinately the goods of his master, nor lend them to any person without the consent of his said master or mistress
- j) not hurt or suffer hurt to be done to his master or mistress; and to the utmost of his power hinder hurt to be done
- k) in all things demeane and behave himself as a good faithful & dutiful servant
- l) John Elliot will instruct him in 'the artes and misteries or sciences of a woolendraper and a hosier'
- m) he will provide "sufficient necessarie & wholesome meales, drinke, lodginge, washinge & wringing, and all manner of apparrell"
- n) at the end of 9 yeares he will give Webb "double apparrell".

- 13. Witnesses: Nicholas Elliot, 'This is John Webb, his mark', John Alford Juner.
- 14. Signatures: Henry Webb
- 15. Place and Date: 'Thirteenth day of November in the thirteenth yeare of the Soveraigne Lord James by the Grace of god Kinge of England France and Irland defender of the faith and of Scotland the eight and fortith.'

16. Seals: Missing, one pendant parchment tag.
17. Endorsements: 'Henry Webbes Indenture' (contemporary
hand) and 'Irrotulat' hac indentura xxx
to die Maii Anno domini 1619 per me
Johannenn Barber Clericum corporacionis
predict'. Under the lower fold of
parchment is written 'Memor' that there is
left forth iiis iiiid in the end of his
yeares to be given until hym!
18. Material: Parchment
19. Size: 223mm x 29mm with 40mm folded over
at lower edge through which the seal tag
is threaded.
20. Condition: Good
21. Provenance: Found on p.95 of volume MS 4052.
22. Notes:

1. Call No: MS 4052/1/59
2. Date: 21 June 1616
3. Language: Latin
4. Palaeographic Features: Sloped Secretary
5. Parties: King James I : Thomas Elliott and other persons having an interest in the property mentioned in the quarrel between Thomas Thorne plaintiff and Thomas Elliott, defendant.
6. Recited Deeds: When the Common Law verdict was given upon the action for debt brought by Thomas Elliott against the plaintiff (Thorne) in the last Easter Term, the plaintiff obtained an order that an injunction be granted against Elliott delaying his prosecution upon the aforesaid verdict. But before the sealing of the injunction Elliott caused the judgment to be entered and took the plaintiff to execution thereof and on that account the plaintiff has for some time been in prison and yet not content with that Elliott brought an action for eviction from farm and other actions for transgression at Common Law upon the very lease for which he had recovered the aforesaid debt and keeps the plaintiff in execution.
7. Consideration: -
8. Description of Instrument: Copy of letters patent conveying instructions nominally from the King but actually from his judge. See clauses below.

9. Subject of Transaction: Property in the action between Elliott and Thorne.
10. Term: -
11. Rent: -
12. Clauses: Elliott is instructed under penalty of £50 worth of land and chattels of him or any of his people, that he permits Thorne and his assigns to use and enjoy quiet and peaceful possession of the premises by virtue of the aforesaid lease and to take levy and hold to themselves the outgoings, rents, and profits therefrom and that each of them shall refrain from any further prosecutions at Common Law touching on the premises until the aforesaid matter has been heard and determined in Chancery.
13. Witnesses: -
14. Signatures: Cesar, P
15. Place and Date: At Westminster on the twenty-first day of June in fourteenth year of James King of England, France and Ireland, and of Scotland the forty-ninth.
16. Seals: none
17. Endorsements: -
18. Material: Paper 'grapes' watermark
19. Size: 220mm x 397 mm
20. Condition: Good

21. Provenance: Found on p.92 of volume MS 4052.
22. Notes: I am indebted to Mr L.J. Downer for help with the transcriptions of this document.

Transcript of MS4052/1/59

1. Jacobus dei gracia Anglie Francie et Hibernie Rex fidei defensor
ec: Thome Elliott ac omnibus aliis personiis aliquid
2. juris status tituli interesse vel demaund'de vel in quibusdam
terris tenementis et hereditamentis in querimonia Thome Thorne
3. queren' versus te perfatum Thomam Elliot defendentem in
Cancellaria nostra nuper exhibit' et in dimissione in eadem
querimonia mencionat' aut in aliqua
4. inde parcella sub titulo tuo claman' vel vindican' Necon
consiliariis attorn' et Sollicitoatoribus suis quibuscunque et
eorum cuil (ibe)+
5. Salutem ex perte predicti querentis nobis in dicta cancellaria
nostra demonstrat' est quod veredicio ad (?de) communem legem
super accionem debiti per te versus
6. querentem predictum reddito existen' prefat' querens in termino
pasche ultimo obtinuit ordnem quod iniuncio versus te
concederetur ad persecuciones tuas
7. super veredicio predicto retardand' Sed ante Sigillacionem
eiusdem iniunccionis tu prefatus defendens ludicum intrare
causavisti atque prefatum
8. querentem in executionem capisti et superinde idem querens iam
incarceriatus est et tamen eo non contentus accionem de
evictione firme
9. et alias acciones de transgressione ad communem legem ad ipsam
dimissionem pro quo debitum predictum recuperasti et ipsum
querentem in
10. executione retines a prefato querente evidend' preduxisti Nos
ad hec consideracionem habentes et quoniam ex parte tua nulla
11. causa ostensa est quominus iniuncio' nostra versus te
concederetur' licet dies tibi ad h... causam ostendendam
assignatus fuit et sollicitatoribus
12. tuis huit? Premovicionem eiusdem diei prout Franciscus
Devenishe generosus fidem fecit Vobis igitus et ciulibet... sus
sub pera
13. quingentarum librarum de terris et catallis vestris et cuiuslibet
vestrum ad opus nostrum levand' firmiter ... Gend' percipimus
quod S... predictum
14. querentem et assignatos suos quietam et pacificam possessionem
premissorum virtute emissionis predictae dimiss' uti et gaudere
ac exitus redditus et.

15. proficua inde percipere levare et penes se retinere
permittatis verum etiam ab ulteriori aliqua procecucione
ad communem
16. legem tangente premissa aut aliquam inde parcellam desistatis et
superseatis et verum quilibet desistant et Supersedeat donec
materia
17. predicta coram nobis in dicta Cancellaria nostra plenarie fuit
audita et determinata aut ibidem aliter ordinata Teste me ipso
apud Westmonasterium
18. xxi^{mo} die Junii Anno regni nostri Anglie Frauncie et
Hibernie quarto decimo et Scotie quadragesimo-nono.

1. Call No: MS 4052/1/60
2. Date: 13 August 1616
3. Language: Latin and English
4. Palaeographic Features: Chancery hand, see Jenkinson's Alphabet No. 13 with endorsement in Secretary hand.
5. Parties: Thomas Thorne plaintiff: Thomas Elliott defendant.
6. Recited Deeds:
 - 1) Whereas by an order dated 13 June last an injunction was awarded as well for the establishing of the plaintiff's possession of the land in question as also for the stay of the defendant's proceedings at the Common Law if good cause were not shewed to the contrary by Tuesday next following and
 - 2) whereby an order of 19th June, the defendant was content to stay proceedings at Common Law the matter was thereupon referred to Master Richard Moore one of the masters of the court to consider the plaintiff's bill and defendants answer and to report what he found confessed thereby and in the meantime the defendant was to stay his proceedings at law.
7. Consideration: -
8. Description of Instrument: Writ of Execution
9. Subject of Transaction: 'the land in question' and 'corne and hey by him (i.e. Thomas Elliott defendant) sowed upon his land.'
10. Term: -

11. Rent: -
12. Clauses: Now the Lord Chancellor on this day having considered the said orders and petition exhibited by the defendant, whereby it appears that the plaintiff has taken forth an injunction for putting him into the land in question and removing the defendant out of possession and by virtue of the said injunction "doth by violent meanes reape and take the defendant's corne and hey by him sowed upon the said land the defendant having bene in the quiett possession thereof for these seven yeres last past" and it seems to the Lord Chancellor that he said order does not warrant the taking forth of any injunction for the taking away of the defendant's possession but for establishing of a possession. It is now ordered by the Lord Chancellor that the defendant, performing his offer to stay his suit at law, shall hold his possession and "reape take and carry awaye the corne and grayne by him sowed and other proffitt growing upon the said land", without let or hindrance of the plaintiff or any claiming by, from or under him.
13. Witnesses: None
14. Signatures: Indecipherable
15. Place and Date: Westminster on the thirteenth day of August in the forteenth year of (our) reign of England, Scotland and Ireland and, the fiftieth of Scotland.
16. Seals: Fragment of Chancery seal, natural coloured wax, on parchment horizontal tag.

17. Endorsements: 1) 'A writt of execucon an order against Thomas Thorne at the suite of Thomas Ellyott.'
- 2) Perryman
- 3) Elliott
- 4) This writt of Execucon' was showed to Thomas Glover at the tyme of his answere made in Chauncery to the Articles of Tho: Elliott Termino Pasche A^o xv^o J^a: R. touching a Contempt layed to the said Glovers charge.'
18. Material: Parchment
19. Size: 224mm x 327mm with a strip 27mm wide cut from the lower right hand and extending half way across document to which the seal is attached. There is also a tie tag 4mm wide extending across lower edge to within 38mm of left hand edge.
20. Condition: Good, except that seal is flaking and needs repair.
21. Provenance: Found on p.3 of volume MS 4052.
22. Notes:

Note: This page is blank in the original volume

1. Call No: MS 4052/1/61
2. Date: 16 October 1616
3. Language: English, date in latin
4. Palaeographic Features: Petti's term is facile Elizabethan Secretary, otherwise known as sloped Secretary hand.
5. Parties: Thomas Thorne, plaintiff; Thomas Ellyott, defendant
6. Recited Deeds: By orders of 8 May and 13 June 1616 an injunction was given to stay the defendant's suit. Plaintiff sought by pretext of this order an injunction to take away the defendant's hay and corn upon some of the said land mentioned in the bill of injunction, which land had been in the defendant's possession for seven years. By order of 12 August last the Lord Chancellor decreed that none of the said former orders warranted the taking out of an injunction to take away the defendant's possession and therefore the defendants could reap and carry the grain on the land. Mr Lowe the defendant's counsel informed the Lord Chancellor by affidavit of Thomas Glover who had served the injunction on the defendants and Thomas Ellyott, his sonne and John Alfred the defendants' servant, and after this the defendant's son and servant carried away the hay from ground called 'fower pitts'. And Thomas Gardyner said 'hee cared not for the said injunction", And Thomas Ellyott the sonne, John Alfred and Thomas Gardiner are brought upon attachment for disobeying the last injunction which was but to stay the plaintiff's suit at law.

7. Consideration: -
8. Description of Instrument: Chancery court order
9. Subject of Transaction: The Lord Chancellor orders that Mr Richard Moore one of the Masters of the Court shall consider all the orders and report to the court whether the said Thomas Ellyott the sonne, John Alfred and Thomas Gardiner have committed contempt of court and breach of meaning of the injunction. In the meantime all processes and proceedings against Thomas Elliott (sic) the sonne John Alfred and Thomas Gardiner upon the supposed contempt are suspended.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: Lawr. Wassington
15. Place and Date: the sixteenth day of October in the fourthteenth year of the reign of King James.
16. Seals: None
17. Endorsements: An order and (...?) to Mr Richard Moore 1616. 'Attleworth'
18. Material: Paper with vase or pot watermark. See radiograph.
19. Size: 310mm x 394mm and then folded in half to give 2 leaves 310mm x 197mm.

20. Condition: Good
21. Provenance: Found on p.88 of volume MS 4052.
22. Notes: -

1. Call No: MS 4052/1/62
2. Date: 14 February 1617
3. Language: Latin, endorsement English
4. Palaeographic Features: Text in Chancery Hand, Jenkinson alphabet No.13. 'An endorsement in Early Secretary Hand. Alphabet No.4. Signature 'Brackley' in Italic.
5. Parties: Thomas Thorne; Thomas Ellyott
6. Recited Deeds:
7. Consideration: -
8. Description of Instrument: Injunction by Letters Patent
9. Subject of Transaction: Two messuages and gardens with various lands situated lying and being in Sherbourne, in the County of Dorset one of them from Lord Stourton and the other from ... ale and Chidley.
10. Term: -
11. Rent: -
12. Clauses:

13. Witnesses: -
14. Signatures: Cesar P.
15. Place and Date: At Westminster on the fourteenth day of Febraury in the fourteenth year of our reign of England, France and Ireland, and the fiftieth year of (our reign of) Scotland
16. Seals: a very worn portion of the Great Seal in Natural wax is attached.
17. Endorsements:
 - 1) 'This injunction was shewed to Thomas Glover at the time of the aunswere made in Chancery to the Articles of Tho: Elliott Termino Psche A(nno) xv Ja (cobi) R(egis) touching a contempt (layd to his the said Glovers charge).
 - 2) 'per dominum Cancellar' Anglie Brackley'
 - 3) 'Iniunccio pro Ellyot versus Thorne'
 - 4) 'Evelyn'
18. Material: Parchment
19. Size: 290mm x 550mm with a strip 47mm wide cut from the lower edge on the right hand side to which is affixed the seal. The strip extends half way across the document.
20. Condition: Fairly good
21. Provenance: Found on p.1 of volume MS 4052.

22. Notes:

Thomas Egerton. Viscount Brackley, the Lord Chancellor whose signature appears on the dorse ceased to be the Lord Chancellor 17 days later than the date of this document when he retired through ill-health.

1. Call No: MS 4052/1/63
2. Date: 10 Dec 1617
3. Language: English
4. Palaeographic Features: Secretary Hand
5. Parties: John Evans of London, Yeoman": Thomas Ellyott of the City of New Sarum in the County of Wilts, wollendraper.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Appointment of Attorney.
9. Subject of Transaction: 'All such goodes and working tooles and other things as the said John Evans lately left in the custody and keeping" of Morgan Mores of New Sarum, carrier, "which are particularly expressed valued and sett downe in a note or schedule hereunto annexed'.
10. Term: -
11. Rent: -
13. Witnesses: Thomas Thompsone, servant to John Greene Scr. (Scrivener)⁽ⁱ⁾
14. Signatures: John Evans, on turned-up fold of document across the seal tage.

15. Place and Date: Tenth day of December Anno Domini 1617,
and in the fifteenth yeare of he
Raigne of our Souveraigne Lord King
James of England, France and Ireland
and of Scotland the one and fiftith.
16. Seals: One brown wax seal on a pendant
parchment tag; the tag joins the
appointment of attorney and the inventory
together.
17. Endorsements: -
18. Material: Paper, with watermark, pot device. See
radiograph.
The tag is parchment.
19. Size: 275mm x 200mm (with a further 25mm
folded over at lower edge through which
the seal tag is threaded. Attachment
270mm x 205mm (with a further .5cm folded
over).
20. Condition: Fairly good but creased.
21. Provenance: Found on p.78 of volume MS 4052.
22. Notes: i) A scrivener is a professional scribe or
notary, one who draws up and writes
formal documents as well as letters for
those who cannot write. The attachment
headed 'A particular Note or Inventory
of all such goods and other things as I
left at Saulisbury in the Custody of
Morgan Mores, Carrier Vizt' is an
interesting list of a clothier's
equipment and is transcribed below.

1. Call No: MS 4052/1/64
2. Date: 8 February 1618
3. Language: English
4. Palaeographic Features: Very facile secretary with exaggerated flourishes.
5. Parties: -
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Opinion/Report
9. Subject of Transaction: Case between Thomas Thorne 'querens' and Thomas Elliot 'defor'.
10. Term: -
11. Rent: -
12. Clauses: 'By vertue of an order of this court made Nov: 13 anno regni regis Jacobi 16, I have considered of the proceedings had in this cause and of the affidavit in the said order mentioned. Upon consideration whereof I doe not think fitt that the same should be dismissed wch I humbly submitt to the greive Judgment of this holl' Court'.
13. Witnesses: -
14. Signatures: James Hussey, Lawr. Wasshington to the document. Also Law. Isaac in lower corner, presumably the clerk/scribe.
15. Place and Date: February 8, 1618.

- | | | |
|-----|---------------|---|
| 16. | Seals: | None |
| 17. | Endorsements: | "Dr Hossey his report"
"Before the Master of the rolls and
Mr Ri... Fryday or Satterday the ...
pro ... his order" |
| 18. | Material: | Paper. Watermark, device of a pot, which
generally indicates a French origin. See
radiograph |
| 19. | Size: | 302 mm x 200 mm |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.90 of volume MS 4052. |
| 22. | Notes: | Watermark has been radiographed. |

1. Call No: MS 4052/1/65
2. Date: 28 November 1618
3. Language: English
4. Palaeographic Features: Secretary Hand, there is also good example of a calligraphic signature.
5. Parties: Sir John Bouchier of Hanging Grymstone in the Countie of Yorke Knight, Anthonie Stubbes of London Marchaunte and John Johnes of London Marchaunte; Sir George Ellis of the cittie of Yorke Knight and one of hi Majestys' Councell there and Christopher Brooke of Lincolnes Inne in the countie of Middlesex esquier.
6. Recited Deeds: In Michaelmas Term of 15 James I (1617) there was a fine in Court of Common Pleas at Westminster, between Anthonie Stubbes and John Johnes plaintiffs and Sir John Bouchier, deforciant 'of the moytie of the Manor of Hanging Grymston aforesaid with the appurtenances and of eight messuages, eight gardens, eight orchards and common of pasture with the appurtenances in Kirkby Undredale, Uncleby and Sixteene Dale; And of the advowson of the moytie of the Church of Kirkby Underdale' by which Sir John Bouchier remises and quitclaims to the said Anthonie Stubbes and John Jones and their heirs for ever all the recited property with warranty; before the levying of the fine it was the true intent of all the parties that the fine be levied 'for the docking and cuttinge of such Intayles of the said moytie of the said Mannor and other the premisses as havinge beene formerlye made thereof were letts and

impediments unto the said Sir John Bouchier for sellinge and conveying the same towards the payment of his debts, preferment of his wife and younger children or otherwise disposing the same as to him should seeme meete'.

7. Consideration: -
8. Description of Instrument: Declaration of Uses.
9. Subject of Transaction: Property as described above.
10. Term: -
11. Rent: -
12. Clauses: The cognisees named in the said fine and their heirs shall from henceforth stand seized of the said property to the only use of Sir John Bouchier.
13. Witnesses: William Ashbourne, Jo: Bonyer
14. Signatures: John Bouchier
15. Place and Date: In the year of the Lord, 1619.
16. Seals: On pendant parchment tag, one red seal with indecipherable device.
17. Endorsements: In a contemporary hand 'B. Sir John Bouchier Antheney Stubes John Johns Sir Geo Ellis Chri. Brooks 28 November 16 Jacob, use of a fine to avoy intayle'.
18. Material: Parchment

19. Size: 270mm x 442mm with an additional 33mm folded over at lower edge through which the seal is threaded.
20. Condition: Good
21. Provenance: This document arrived at the National Library in a specially made box with a seal recess, which also contained MS 4052/1/18. The box has 'Early Manuscript Documents' tooled in gold on it, and Sir Rex Nan Kivell's book plate affixed inside.
22. Notes: To protect the seal this document remains stored outside the main run of documents in the separate, large, flat box, mentioned above together with MS 4052/1/18 and MS 4052/1/54.

1. Call No: MS 4052/1/66
2. Date: 19 June 1619
3. Language: English
4. Palaeographic Features: Secretary Hand
5. Parties: Thomas Thorne to Thomas Ellyott, gentleman
'my father in lawe'.
6. Recited Deeds: -
7. Consideration: 'for good considerations me thereunto
movinge'.
8. Description of Instrument: Release of actions.
9. Subject of Transaction: 'Whatsoever happened in any judgment or
execution wch he the said Thomas Ellyott
had or hath against me the said Thomas
Thorne upon any action of debt.'
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: William Jones, Robert Sherlock
14. Signatures: Thomas Thorne, Thomas Elliott, Junyor.
15. Place and Date: 'Yeven the nynteenth day of June in the
Seventeenth yere of the raigne of our
soveraigne Lord James by Grace of
God Kinge of England France and Ireland,
Defender of the faythe and of Scotland
the two and Fyftyeth'.

16. Seals: One wafer seal made by folding back paper after two cuts had been made in edge of document.
17. Endorsements: 'Thomas Thornes rellease of errore to Mr Thomas Elliott the elder'.
18. Material: Paper with watermark device of a pot, generally of French origin. See W.A. Churchill: Watermarks in paper in Holland, France, England etc. and their interconnection, Amsterdam 1935. See radiograph.
19. Size: 307mm x 396mm folded in two to form two leaves 207mm x 198mm.
20. Condition: Good
21. Provenance: Found on p.90 of volume MS 4052.
22. Notes: -

1. Call No: MS 4052/1/67 (a), MS4052/1/67 (b)
2. Date: 21 September 1620
3. Language: English
4. Palaeographic Features: (a) Mixed Hand
(b) A part Chancery type, see Jenkinson's Alphabet No. 12, but later.
5. Parties: William Beconsawe 'who marryed the daughter and heire of William White Esq, son and heire of the aforesaid Robert White'.
6. Recited Deeds: 1) Letters Patent of 34 Henry VIII Grant of the manor of Over Burghall and other lands late of the Monestery of Kings Benley to Robert White and his heires and assignes; all their tenants of the said Manor of Over Burghall of the Lands tenements and premises on North Govely, South Govely, Blashford, Ibsley, Sopley, Avon, Rockford, Fordingbridge and Ellingham yearly and from time to time to have enjoyed in the New Forest pannage for pigs or pastures for sheep 'and every theire other (et tot talia) soe many of what kind soever in as ample manner' as the late Abbotts of the Monastery of Kings Benley or any of their tenants held aby any prescript or custome .. 'by writ of the privy seal by the authority of Parliament the aforesaid letters pattins are under the great seal and alsoe the Abbotts Charter and an Indenture of Sale under the great seal wherein the King giveth and selleth the Abbott's charter.'
2) In the abbot's charter (no date given) (inspeximus et concessimus) the Abbots and

their tenants and farmers may have common in the New Forest for all their 'rother beasts'⁽ⁱⁱ⁾ and chattells whatsoever 'in and out of covert and in fence months or any other time of year with free entrance and free goeing forth without blame trouble of the Keeper or Justices of the Forest' and without payment o herbage, pannage, pigsties, and free of all tollage.

3) The lands in Ibsley not belonging to the Abbots or Benley here are in a charter and granted by King Henry the first to Delabeare and his heires, men and tennants' habeant porcis et anamalia sua in the new forest quiet pannage and herbage for ever 'this charter was exemplified at Ramsey at the Justice Seat there holden in the third year of the Reign of King Edward the fourth and had other allowance at other Justice seats'. This charter of Delabeare came to the Lord Storton and Lord Storton alienated the same unto the aforesaid Robert White.

- | | | |
|-----|----------------------------|--|
| 7. | Consideration: | - |
| 8. | Description of Instrument: | Duplicate extracts from letters patents and charter granted to Robert White made by William Beconsawe (above). Heading reads 'Briviats taken out of the Kings Letters Pattins and Charter granted unto Robert White Esq. and his heires for common and other priveledges in the new forest etc.' |
| 9. | Subject of Transaction: | Pennage and Herbage in New Forest. |
| 10. | Term: | - |
| 11. | Rent: | - |

1. Call No: MS 4052/1/68
2. Date: Undated (c. July 1623)
3. Language: English
4. Palaeographic Features: Secretary hand written in a very cursive manner.
5. Parties: None
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Detailed account entitled "Charges layde out about the suite of Mr Thomas Elliott, senior against Mr Lawrance, M Samwayes, Mr Reade and John Paige sithence Easter Terme anno domini 1622 as followeth.
9. Subject of Transaction: -
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: -
15. Place and Date: -
16. Seals: None
17. Endorsements: 'some is 77.16.6'

18. Material: Paper with watermark difficult to describe but group of circles with two supports similar to No.526 in Churchill's watermarks.
See radiograph.
19. Size: 403mm x 320mm folded in two to give two narrow leaves of 403mm x 160mm.
20. Condition: Good
21. Provenance: Arabic figures, not roman are used in all cases.
Found on P.90 of MS 4052.
22. Notes: This is a very detailed account of journey, cost of food, and legal expenses, which totalled £119.8s.8d.
Transcription follows.

TRANSCRIPTION

Charges Layde out about the suite of/Mr Thomas Elliott, senior: against Mr/Lawrance, Mr Samwayes, Mr Reede/and John Paige sithence Easter Terme/anno domini 1622 as followeth:

Imprimis d to Thomas Elliott Junior when/the subpenas weare sent for in money The 11th of May, 1622	0	5	0
Itm d to Thomas Elliott Junior when he/went towardses London in Easter terme. The 25th of June, 1622	4	0	0
Itm d to Thomas Elliott junior at his Riding/ towardses London in Trinitie terme/	4	0	0
Itm given to Mr Lowe for a fee/ The 30th of July, 1622	1	0	0
Itm d to Mr Fursor to d to Mr John/Elliott of London which Thomas Elliott Junior/borrowed and expended in this suite the some of eight powndes: of the whiche he borrowed two powndes in Easter terme and six powndes in trinitye term wch is in/the whole some of	8	0	0
Itm more d to Henry Webb in trinitye/terme at his goinge up to London	0	10	0
Itm more the same time d to Richard/Noyse at his going up to London	0	10	
Itm given unto Mr Lowe for his fee The 18th of September 1622	1	0	0
Itm given to Mr Lowe for a fee againste the Commission	0	10	0
Itm to Mr Longe for wrightinge	0	3	0
Itm given to the witnesses which were served with the Commission. expended in provission at/the commission the 20th/21th and 22th dayes of September 1622	0	10	0
Itm one Rib and two Brist peeces of beefe	0	5	6
Itm one Sirline of beefe at prise	0	1	10
Itm one Rib of beefe more at prise	0	1	04

2.

Itm two Bristes of Veale at prise	0	2	10
Itm two lines of veale at prise	0	3	6
Itm haulfe a sheepe prise	0	3	6
Itm fowre powndes of suet prise	0	1	0
Itm one quarter of mutton and a pownde of suet prise	0	2	0
Itm one Lambe prise	0	3	0
Itm one sheepe prise	0	6	0
Itm one shoulder of mutton	0	1	0
Itm three pigges at xxiid a peece is		5	6
Itm two dozen of pigions prise	0	2	8
Itm seven cupple of rabutes	0	6	3
Itm twentye powndes of butter at iiix vid. a dozen is	0	5	10
Itm haulfe a pownde of peppar and one penny in paper	0	1	0
Itm one gawne of salte and a penny in Rosam is	0	0	4
Itm in bred	0	2	2
Itm two bushels of whete	0	9	0
Itm six cupple of sakes of cole at/xiijd the cupple is	0	6	6
Itm one firkin of iiis iiid beere is	0	1	8
Itm one cowle and haulfe of oats	0	4	6
Itm one barrell of beere prise	0	2	6
Itm payde to George Paige/the Grosar as appeareth by his accounte	0	6	5
Itm to the Cooke for his waige	0	4	0
Itm to his man wch turned the spitt	0	0	8
Itm given to a man for his travill layinge forth two nightes in business for one of the commissioners	0	2	4
Itm given more to a man for his travill in the night time to warmiston in business for the Commissioner	0	1	8
Itm given to a woman to helpe the Cooke	0	0	8
Itm given more to a woman to helpe	0	0	8
	4	7	6

3.

The 9th of October 1622
for the term of St Micaille

Itm d to Thomas Elliott Junior to followe the suite	11	0	0
Itm payde for the hire of a horse to beare him up to London this terms	0	8	0
Itm payde to Teate for bringinge Tho/Elliott junior from London	0	10	0
The 26th of Nove 1622 d to Margarie Morfe to be returned to John Elliott of London which Thomas Elliott borrowed of him to be expended in the suite afore/saide the some of	13	0	0

The 18th of December 1622

Itm payde unto Mr Ludle for bookes and for setinge a day of hearinge and for/subpenas at the terme aforesaid/the some of	05	0	0
Itm given to Mr Lowe for a fee for business don in the term aforesaid	1	0	0

Hillarie Terme 1622

Itm given unto Mr Lowe for makinge the breviats	2	0	0
Itm 21th Jan 1622 d to Thomas Elliott Junior to followe the suite aforesaid the some of	14	0	0
Itm more the 22th of Jan 1622: d to Thomas Elliott junior to follow this same business in money	5	10	0
Itm more for the hire of a horse to carrie him up to London this term	0	8	0

More 7th March 1622

Itm returned up to London by Edmond/Stevens to Thomas Elliott Junior	12	0	0
All more paide to Nicholas Pill for the hire of a horse to bringe Thomas Elliott from London this terme	0	8	4

More 28th April 1623

Itm d Thomas Elliott to be imployed in this suite	11	0	0
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More 17th June 1622

Itm d to Mr Furser for Mr John Elliott with Mr Thomas Elliott borrowed of him wch was imployed in the suite	8	0	6
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More 15th July 1623

Itm paide to Mr Ludlowe in full to finish the
business

6 3 4

Itm more 19th July 1623 given to Mr Lowe

1 10 0

Itm more 22th July 1623 d. to Mr Furser/to be
d. to John which Thomas Elliott borrowed

2 0 0

92 18 2

Summe totalis est 119li 8s 8d

1. Call No: MS 4052/1/69
2. Date: 5 December 1623
3. Language: English
4. Palaeographic Features: Facile Secretary hand.
5. Parties: Thomas Thorne, late of Sheirborne in the county of Dorset 'wollendraper'. Thomas Elliot 'thelder' of the city of New Sarum in the County of Wiltes.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Acknowledgement of debt by form of letters patent ('know all men etc....')
9. Subject of Transaction: Thomas Thorne acknowledges a debt to Thomas Elliot in sum of £19. 12s. 5d.
10. Term: Debt to be paid by 24 March next ensuing.
11. Rent: -
12. Clauses: -
13. Witnesses: Nicholas Elliott, Henricus Webb, Thomas Williams.
14. Signatures: Thomas Thorne
15. Place and Date: 'The fifthe day of December in the one and twentieth year of the raigne of our Kinge James of England ec ano domini 1623.'

16. Seals: Wafer seal (fleur de lis pattern) made by making slit in the paper and twisting the resultant triangular piece of paper back on to the document.
17. Endorsements: 'Thomas Thornes Bill dated the 5th day of December 1623 and due the 25th of March next in 19li 12x. 5d.'
 'Thomas Thornes bill 19.12.5'
18. Material: Paper - no watermark.
19. Size: 313mm x 203mm
20. Condition: Good
21. Provenance: Found on p.88 of volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/70
2. Date: Undated
3. Language: English
4. Palaeographic Features: Secretary
5. Parties: No parties as such. People mentioned include Thomas Eliot, Mr Paxton, Thomas Thorne & his wife, Mr Nicholas
6. Recited Deeds: None of the papers mentioned in this letter have dates given to them or clauses described, and are listed in a very haphazard manner eg. "he hath the book of the bill & answer in Chanserie also he hath some of the Acquaintances how I doe prove my possession and how I have received rent.
7. Consideration: -
8. Description of Instrument: Letter to 'Sonne Thomas Eliot' listing the papers which have been delivered to Mr Paxton, and also money payments for various items.
9. Subject of Transaction: It is probable that some of the items referred to in this letter are documents at present in this collection but it is not possible to identify them.
10. Term: -

- | | | |
|-----|-----------------|---|
| 11. | Rent: | - |
| 12. | Clauses: | - |
| 13. | Witnesses: | - |
| 14. | Signatures: | - |
| 15. | Place and Date: | - |
| 16. | Seals: | - |
| 17. | Endorsements: | 'This is aspeciall note of all the wryghtinges betwixt my.. Thomas Elliott and Thomas Thorne. It is also the copy of a letter to Thomas Elliott the younger'. |
| 18. | Material: | Paper. Watermark of hand or gauntlet. See radiograph. |
| 19. | Size: | The sheet is 265mm x 370mm, it is folded in two and written on the first and third sides. |
| 20. | Condition: | Good, but dorse very darkened. |
| 21. | Provenance: | Found on p.102 of MS Volume 4052 |
| 22. | Notes: | The document was radiographed for a watermark. |

1. Call No: MS 4052/1/71
2. Date: Undated
3. Language: Latin
4. Palaeographic Features: Sloped secretary, quickly written and with many abbreviations.
5. Parties: Thomas Thorne; John and Dorothy (?Cade); Joesph Sterr.
6. Recited Deeds: For the brief account of what seems to be an action involving a fraudulent document, see translation below.
7. Consideration: -
8. Description of Instrument: A transcript of court proceedings. Because of the heading Yeovell Burgus, it is possible these proceedings took place in the Borough Court of Yeovil, otherwise it may be part of an action in the Court of Common Pleas.
9. Subject of Transaction: A certain enclosure of pasture called Stockeland in Sherbourne in the County of Dorset.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: -
15. Place and Date: Undated

- | | | |
|-----|---------------|--|
| 16. | Seals: | none |
| 17. | Endorsements: | Thorne |
| 18. | Material: | Paper - no watermark. |
| 19. | Size: | 212mm x 188mm |
| 20. | Condition: | Good |
| 21. | Provenance: | - |
| 22. | Notes: | See MS 4052/1/52 for an action between Joseph Starre and Thomas Thorne but it appears to be over a different matter. I am indebted to A.D. Ross for help with the transcription of this document, which follows. |

Yeovell Burgus

Thorne versus Cade et alios

¹Et predictus Thomas Thorne in propria persona sua venit et defendit/² vim et iniuriam quando etc. Et petit audiri scriptum predictum et ei legitur ei/³ Et petit etiam audiri condicionis eiusdem scripti. Et tunc legitur/⁴ in hac verba The condicion et. Quibus letteris et/⁵ auditis idem Thomas dicit quod predictus Johannes et Dorothea/⁶ actionem suam predictam versus eum habere non debent quia/⁷ dicit quod bene et verum est quod ipse scriptum predictum/⁸ scribi fecit et sigillum suum eidem scripto affixit/⁹ ac illud Josepho Sterr deliveravit fore scriptum suum cum/¹⁰ et quando predicta dum ipsa sola fuit quandam/¹¹ assignationem sufficientem in lege totius status et interesse/¹² ipsius Dorotheae in quodam Clauso pasture vocate Stocland/¹³ iacentis in Sherbourne in Comitatu Dorset fecisset et eidem/¹⁴ Thome ut factum ipsius Dorotheae apud Sherbourne/¹⁵ predictum deliberasset quod r Predictus Josephus predictum scriptum/¹⁶ obligatorum ut Factum ipsius Thome prefatum Dorothee/¹⁷ deliberaret Et idem Thomas in facto dicit quod predicta/¹⁸ Dorothea nullam assignationem sufficientem in lege totius/¹⁹ status et interesse suarum in predicto clauso vocato/²⁰ Stockeland fecit ei idem Thome ut facta ipsius/²¹ Dorothee apud Sherbourne deliberavit et sic idem/²² Thomas dicit quod predictum scriptum obligatorum/²³ in forma predicta facta et deliberat non est factum/²⁴ suum Et hoc paratus est ... verificare unde petit/²⁵ Iudicium si predictus Johannes et Dorothea actionem suam/²⁶ predictum ... Habere mox debent etc.

Translation of MS 4052/1/71

Yeovell Borough

THORNE v CADE

Et al. And the aforesaid Thomas Thorne in his own
 Person comes and defends the force and injury
 Which etc. And seeks a hearing of the present writing and it
 is read to him. And he seeks also a hearing of the condition
 of the same writing and it is read to him in these words
 "The condition etc". Those letters etc having been heard, the
 same Thomas says that the aforesaid Johannes & Dorothea should
 not have their aforesaid action against him because he says
 that it is quite true that he caused the aforesaid writing to
 be written and affixed his seal to the same writing and
 delivered it to Joseph Sterr ... as (to be/fored his writing
 And when the aforesaid Dorothea, while she was alone,
 had made a sufficient assignment at law of all the title and
 interest of Dorothea herself in a certain enclosure of pasture
 called Stockland lying in the Sharbourne in the Co. of Dorset
 and delivered it to the same Thomas as the writing of Dorothea
 herself at Sharbourne aforesaid, that The aforesaid
 Joseph delivered the aforesaid writing of the (warrantors)
 (parties bound by the agreement (of matters undertaken) to
 the aforesaid Dorothea as the deed of Thomas himself. And
 the same Thomas says in the deed that the aforesaid Dorothea
 made no assignment sufficient at law of the whole of her
 title & interest in the aforesaid enclosed called Stokeland
 and delivered it (the same ?) to Thomas as the deed of
 Dorothea herself at Sharborne and so the same Thomas says
 that the aforesaid writing of (the warrantors/parties/
 matters undertaken) made and delivered in the form aforesaid
 is not his deed. And he is prepared to prove this wherefor
 he seeks a judgment whether the aforesaid Johannes & Dorothea
 ought ... to have ... their aforesaid action.

1. Call No: MS 4052/1/72
2. Date: 30 June 1626
3. Language: Latin
4. Palaeographic Features: Chancery hand. See Jenkinson Alphabets, 13. This document is too faded to read properly. It is possible that with the aid of an ultra violet lamp some words could be deciphered.
5. Parties: Charles I : Too faded to decipher.
6. Recited Deeds: Too faded to decipher.
7. Consideration: -
8. Description of Instrument: Letters Patent
9. Subject of Transaction: Action between two members of the Elliott family.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: Indecipherable
15. Place and Date: At Westminster on the thirtieth day of June in the second year of our reign.
16. Seals: The great seal was obviously placed on the flap cut horizontally along the bottom edge, but it has been cut off.

17. Endorsements: 'Iniunct' pro Ellyott contra Ellyott',
other indecipherable words.
18. Material: Parchment
19. Size: 245mm x 310mm
20. Condition: Parchment is not disintegrating, but the
ink is faded and also is flaking away
from the surface.
21. Provenance: Found on p.95 of volume MS4052
22. Notes: -

1. Call No: MS 4052/1/73
2. Date: 13 June 1627
3. Language: Latin
4. Palaeographic Features: Large Legal hand. See Jenkinson alphabet No. 19. An elaborately decorated first line.
5. Parties: Indecipherable. This document has been badly affected by mould at some time in the past and is impossible to read in parts.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Recovery
9. Subject of Transaction: 26 messuages....85 acres of land Sarum, Downton, Stratford Laverstocke and Winterborne
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: -
15. Place and Date: At Westminster on the thirtieth day of June in the third year of our reign.

- | | | |
|-----|---------------|---|
| 16. | Seals: | Missing |
| 17. | Endorsements: | The document has been backed with brown paper and no endorsements can be seen. |
| 18. | Material: | Parchment |
| 19. | Size: | 340mm x 522mm with 42mm folded over at lower edge through which seal tag was once threaded. |
| 20. | Condition: | Very poor |
| 21. | Provenance: | Found on p.86 of volume MS 4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/74
2. Date: 1 July 1628
3. Language: English
4. Palaeographic Features: Sloped Secretary hand, giving the impression of being somewhat carelessly written.
5. Parties: Thomas Elliott of the city of New Sarum in the County of Wilts, gentleman,
To Nicholas Elliott, brother of the said Thomas.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Release or Quitclaim ('remise, release or quitt clayme')
9. Subject of Transaction: 'a certain message in Sarum wherein Thomas Elliott the father lately dwelt'.
10. Term: -
11. Rent: -
12. Clauses: In part performance of an order or decree of the High Court of Cancery made the 12 June 1627, between Thomas Elliott the elder, plaintiff, and Nicholas Elliott, gentleman, brother of the said Thomas and other defendant, Thomas Elliott releases Nicholas Elliott, 'from the beginning of the world until 12 June 1627', of all actions, debts, duties and demands which he has or may have against Nicholas arising out of a certain messuage in Sarum wherein Thomas Elliott the father

lately dwelled except such actions as the said Thomas Elliott, his heirs or administrators have or shall have brought against the said Nicholas Elliott in respect of any messuage, land, etc. which the said Thomas Elliott deceased, his late father, and also except such right as the said Thomas Elliott thelder both in or to the residue of one lease for a term of 41 years made by Richard Hinton and others unto the said Thomas Elliot thelder of a certain tenement of the city of New Sarum wherein Thomas Elliott deceased lately dwelt and also except all such actions as the said Thomas Elliott thelder has or may have, touching the rent or profit of the tenement aforesaid if any be answerable to him since the death of the said Thomas Elliot.

13. Witnesses: Jo. Nicholas, B. Ludlowe, Christ: Haryland
14. Signatures: 'By me Thomas Elliott"
also Jo. Glanville, Wm Eyre.
15. Place and Date: 'first daie of July in the fowerth yeare
of the Raigne of our Sovereigne Lord
Charles by the grace of God of England,
Scotland, France and Ireland, King defender
of the faith ec anno domni 1628.'
16. Seals: 1 pendant parchment tab with seal swathed
in a linen wrap.
17. Endorsements: 'Memorandum that the word fowerth in the
last line saving one within mentioned was
rayzed before then sealing and delivery
hereof'.
(signed) D. Ludlow, Christ. Haryland,
Jo. Nicholas.

- | | | |
|-----|-------------|---|
| 18. | Material: | Parchment |
| 19. | Size: | 260mm x 440mm with an additional 65mm folded over at lower edge through which seal tag is threaded. |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.86 of volume MS 4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/75
2. Date: 23 June 1630
3. Language: English
4. Palaeographic Features: Secretary hand, see Alphabet No. 7, but with some special features eg. The ascender on small 's's. An interesting punctuation feature is the early use of brackets, in a parenthesis phrase - see transcript below under "Subject of Transaction".
5. Parties: (a) The King, by the Court of Wardes and Liveries,
(b) the tenants present and future, of the property described below.
6. Recited Deeds: Refers to the fact that Thomas Elliott and John Elliott his brother a lunatic have a joint interest in the lease by William Bulkly of the house described below.
7. Consideration: -
8. Description of Instrument: Injunction by Party (a) to parties (b).
9. Subject of Transaction: Rents of 'the house in Oatemeale Rowe in Salisbury (wherein Thomas Elliott and John Elliott his brother a lunaticke are joyntly interested by a lease made there of from the said William Bulkly).
10. Term: -
11. Rent: -

12. Clauses: The newe tenant and such other as hereafter shall be tenant or tenants of the house abovementioned are to pay to William Bulkly the whole rent reserved upon the said lease and to pay the residue to the rent equally, the one moiety to Bartholomew Tookie, gentleman, Committee of the said lunaticke and the other moiety therof to the said Thomas Elliott according to the tender of an order, made 22 June by the Master and Council of the Court of Wards and Liveries. Fine in failure to do is £500.
13. Witnesses: -
14. Signatures: Chamberlayne
15. Place and Date: 'Yeaven under the Seale of our said Court the xxiii day of June in the sixt yeare of our reigne.
16. Seals: -
17. Endorsements: 'Very faded Tennant. 'The tenants'
18. Material: Parchment
19. Size: 130mm x 223mm
20. Condition: Poor. Very faded, and cracking along seam.
21. Provenance: Found on p.84 of Volume MS 4052
22. Notes: 1. For the history of this court see H.E. Bell, 'An Introduction to the History and Records of the Court of Wards and Liveries'. Cambridge Studies in English.

Legal History, 1953.

Also Guide to the Public Record Office.

2. For Chamberlain see Bell sp.

p.28-29, 178-179.

1. Call No: MS 4052/1/76
2. Date: 14 May 1635
3. Language: English
4. Palaeographic Features: Secretary Hand, see Alphabet No.7.
5. Parties:
 - (a) The King, by the Court of Wards and Liveries;
 - (b) Thomas Elliott, brother of John Elliott, a lunaticke.
6. Recited Deeds: Refers to the fact that Thomas and John Elliott have a joint interest in a lease by William Bulkly of the home described below.
7. Consideration: -
8. Description of Instrument: Injunction by Party (a) to Party (b)
9. Subject of Transaction: Rents of 'the house in Oatemeale Rowe in Salisbury 'wherein Thomas Elliott and John Elliott his brother are joyntly interested by a lease made there of from the said William Bulkly'.
10. Term: -
11. Rent: -
12. Clauses: Thomas Eliott is to pay Bartholmew Tookey, gentleman, Committee of the said lunaticke the moytie of the rent received by Thomas Elliott from the tenant or tenants of the house in Oatemeale Rowe, Salisbury whereby the party rent of his is reserved ere since the 30th day of October in the second year of the kings reigne and also to pay to the said committee the moity of the rent

which he or anyone on his behalf paid to the said William Bulkly ever since the 30th day of October for the preservation of the lease from forfeiture according to the tenor of an order of the 22nd of June made by the Master and Council of our Court of Wards and Liveries. Fine on failure to do so £200.

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|-----|-----------------|---|
| 13. | Witnesses: | - |
| 14. | Signatures: | Chamberlayne |
| 15. | Place and Date: | 'Yeaven under seale of our said Court the xiiii day of May in the eleventh yeare of oure reigne'. |
| 16. | Seals: | - |
| 17. | Endorsements: | 23 May 1635 |
| 18. | Material: | Parchment |
| 19. | Size: | 130mm x 305mm |
| 20. | Condition: | Poor, very faded |
| 21. | Provenance: | Found on p.84 of volume MS 4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/77
2. Date: 18 February 1631
3. Language: English
4. Palaeographic Features: Secretary Hand see Alphabet No. 7.
5. Parties: Addressed to the tenants of the property involved.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Injunction of Court of Wards and Liveries¹ that from the 14 of February yearly a payment of the whole rent on the said property reserved on the said lease shall be made to the Chief Lord. No.0140 in the original sequence of court numbers.
9. Subject of Transaction: 'the howse in the Oatemeale Row in Salisbury wherein Thomas Elliott his brother a lunatic are joyntly interested by a lease made thereof from William Bulkly'.
10. Term: -
11. Rent: -
12. Clauses: The residue of rent for the said howse to be paid to Bartholomew Tooke gent., committee of the said lunaticke until the committee be satisfied concerning the arrears ('arrerages') of the moity of rent heretofore received by the said Thomas Elliott together with the arrears of the moity of the rent paid by the said Committee to the said William Bulkly. Fine on failure £300.

- | | | |
|-----|-----------------|---|
| 13. | Witnesses: | - |
| 14. | Signatures: | Chamberlayne ² |
| 15. | Place and Date: | 'Yeaven under the seale of our Court of Wardes and Liveries the xviii th day of February in the sixth yeare of our reigne. |
| 16. | Seals: | - |
| 17. | Endorsements: | 'too the Tennant ...?' |
| 18. | Material: | Parchment |
| 19. | Size: | 130mm x 350mm |
| 20. | Condition: | Poor, broken along folds. |
| 21. | Provenance: | Found on p.84 of Volume MS 4052 |
| 22. | Notes: | See the undated item of 1634
MS 4052/1/79 |

1. Call No: MS 4052/1/78
2. Date: Undated. Date of original c.1628.
Date of Copy?
3. Language: English
4. Palaeographic Features: Secretary hand
5. Parties: Edward Elliott: Thomas Abbot and Woolstan Abbot 'cosen germanes' unto the Thomas Elliott of New Sarum in the County of Wilts woollen Draper lately deceased.
6. Recited Deeds: Thomas Abbott and Woolstann Abbott by a pretended nuncupative will of Thomas Elliott possessed themselves of all the personal estate of Thomas Elliott or the greatest part thereof as shown by an inventory lately exhibited in the Prerogative Court of Canterbury, and whereas sentence was procured against the said pretended nuncupative⁽¹⁾ will at the costs of Edward Elliott and Nicholas Elliott also germane cousins of Thomas Elliott deceased, and whereas for the ending and compromise of all such suits an agreement is declared between Edward Elliott and Thomas and Woolstan Abbott and all the rest of the kindred of the said deceased that Edward Elliot shall take letter of administration out of the said Prerogative Court re the Personal Estate of Thomas Elliott intestate and thereto be lawfully entitled.
7. Consideration: -
8. Description of Instrument: Copy of a Quit claim ('fully, fairly and absolutely remise, release, and quite claime unto Thomas and Woolstan Elliott').

9. Subject of Transaction: 'all and every such goods catell & chattells of the sd deceased wch are mensioned comprised and contained in the sd Investory exhibited by & on behalf of the sd Thomas Woolstone Abbott unto the Regestry of the sd Court, fower kine,⁽ⁱⁱ⁾ one lease of a farme lieing in the Parish of Stratford in the said County of Wilts in the Possession of the sd deceased and all the debts therein mentioned as operate or desperate, the whole amounting until £109.1s.3d., in the said inventory mentioned only excepting the rights which Edward Elliott now has.
10. Term: 'from the beginning of the world to the day of the daite hereof'
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: -
15. Place and Date: -
16. Seals: -
17. Endorsements: -
18. Material: Paper - portion of a 'pot' watermark
19. Size: 160mm x 380mm
20. Condition: Good
21. Provenance: Found on p.88 of volume MS4052

22. Notes:

- 1) "Noncupative" declared orally, not in writing. This is a copy. The original would appear not to have been dated, and neither is the copy. This document has been placed after the last document which mentions Thomas Elliott i.e. that dated 1 July 1628.
- ii) Kine, archaic plural of cow.

1. Call No: MS 4052/1/79
2. Date: Undated c.1634
3. Language: English
4. Palaeographic Features: Secretary Hand, see Alphabet No.7.
Endorsements are in sloped Secretary Hand, Alphabet No.9.
5. Parties: -
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Copy of three injunctions of the Court of Wards and Liveries.
For the injunctions copies see No. MS4052/1/75, 76, 77.
9. Subject of Transaction: See No. MS 4052/1/75, 76, 77.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: -
15. Place and Date: -
16. Seals: -

17. Endorsements: 'The Coppies of three injunctions out of th
Corte of Wardes about Mr Bulcklyes
Tennement'. and 'Note that these 3
Injunctions were sent to London to
Mr Jo: Nicholas the 23th of April 1634
togethe with the Accompt for 2 years &
halfe. Item an order for the gayning of
2 injunctions'. 'Item a briefe for a
motion. Sent more to Mr Edwards Parry the
last yeeres accompt ended at Michael tide
1633.'
18. Material: Paper, with watermark of vase or pot,
with (?) initials B.B. on it.
19. Size: A sheet 312mm x 400mm folded in two to
give two leaves 312mm x 400mm
20. Condition: Good
21. Provenance: Found on p.94 of volume MS 4052
22. Notes:

1. Call No: MS 4052/1/80
2. Date: Michaelmas 1637 - Michaelmas 1638
3. Language: Latin
4. Palaeographic Features: Sloped Secretary, see Alphabet No.9.
5. Parties: Nicholas Elliot custodian of John Elliot lunatic.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Declaration of Account of Nicholas Elliot custodian and director of the body and lands and tenements and goods of John Elliot, lunatic, in the hands of the King.
9. Subject of Transaction: Revenues of one customary tenement in Milford in the County of Wiltes, received and expenditure on behalf of the lunatic, including that for a tenement in Oatmeal row.
10. Rent: -
11. Term: -
12. Clauses: -
13. Witnesses: -
14. Signatures: Examinatus per Ja(cobum) Tooke
Audit(orem)
15. Place and Date: 'pro uno onno integro finito ad festum Sancti Michelis archangeli anno regni domino (sic0 nostri Caroli regis Angli xiiiith 1638.'

- | | | |
|-----|---------------|---|
| 16. | Seals: | - |
| 17. | Endorsements: | Comput terr Jo Ellyott lunatic 1638 |
| 18. | Material: | Paper - shield or medallion type watermark. |
| 19. | Size: | The sheet is 300mm x 370mm; it is folded in half and is written on the first side only. |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.80 of volume MS 4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/81
2. Date: Michaelmas 1637 - Michaelmas 1638
3. Language: Latin
4. Palaeographic Features: Sloped Secretary, see Alphabet No.9.
5. Parties: Nicholas Elliot custodian of John Elliot lunatic.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Declaration of Accounts of assigned to Bartholomew Tooke esq .. custodian and director of the body and lands and tenements and goods of John Elliot, lunatic, in the hands of the King.
9. Subject of Transaction: Revenues of one customary tenement in Milford in the County of Wiltes, received and expenditure on behalf of the lunatic including that for a tenement in Oatmealrow.
10. Rent: -
11. Term: One whole year.
12. Clauses: -
13. Witnesses: -
14. Signatures: Examinatus per Ja(cobum) Tooke
Audit(orem)
15. Place and Date: for one complete year ending at Michaelmes in the sixteenth year of the reign of our Lord Charles King of England, 1640.

- | | | |
|-----|---------------|---|
| 16. | Seals: | - |
| 17. | Endorsements: | 'Comput 'terr' Jo Ellyott lunatic.' |
| 18. | Material: | Paper - similar watermark to them on MS 4052/1/80 1640.. |
| 19. | Size: | 300mm x 370mm. The sheet is folded two and the first side only is written on. |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.90 of volume MS 4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/82
2. Date: 27 Ma7 1642
3. Language: Latin
4. Palaeographic Features: A very mannered and ornate kind of sloped Secretary hand.
5. Parties: Alexander Hyde, sub deacon St. Marys Salisbury: Nicholas Ellyot, citizen of New Sarum, Gentleman brother of John Ellyot, deceased.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Letters of Administration
9. Subject of Transaction: Goods of the deceased John Ellyot who died intestate.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: Tho: Sadler, registrarius
15. Place and Date: Given at Salisbury under our official seal twenty-seventh day of May in the year of our Lord 1642.
16. Seals: Wafer seal in top left corner
17. Endorsements: None
18. Material: Paper
19. Size: -
20. Condition: Good
21. Provenance: Found on p.7 of volume MS 4052
22. Notes: I am indebted to Mr L.J. Downer for help with the transcriptions of this document.

TRANSCRIPT OF MS 4052/1/82

1. Alexander Hyde Legum doctor ecclesie catholicis
et beate Marie Sarum
2. subdecanus Dilecto nobis in Christo Nicholao
Ellyot civitatis Nove Sarum generos patri
3. naturali et legitimo cuiusdam Johannis Ellyot
nuper civitatis ac iurisdictionis nostre
subdecanalis
4. Sarum predict' defuncti Salutem in domino Cum
(?v .. US) prefatus defunctus
5. nuper ab intestato seu per iam intestati nullo
per eum prius condito seu decla-
6. rato testamento ab hac luce migraverit Cuius
pretextu Administracionis
7. bonorum suorum Comissio computi audicio
finalisque liberacio sive dimissio ab
8. eadem ad nos solum et in solidum dignoscitur
pertinere Nos affectantes iuxta
9. Officii nostri debitum ut bona jura credita
et catalla huiusmodi defuncti
10. bene et fideliter administrentur et disponantur
Ad petendum igitur exigendum
11. levandum recipiendum et in manus tuas
recuperandum eadem bona Jura credita et
12. Catalla omnia et singula antedicti defuncti
et ad eum dum vixit et mortis sue
13. tempore spectantia et pertinetio in
quorumcumque manibus sive custodia sint
existentia
14. aut remanen(tis) eaque et in eis libere et
plenarie administranda et disponenda
15. Tibi prefato Nicholao Ellyot de cuius
fidelitate plurimum in hoc parte con-
16. fidimus primitus in debita juris forma iurato
vices et auctoritatem nostras
17. Comittimus et impertimur per presentes Teque
administratorem omnium et singu-

18. lorum huiusmodi bonorum jurium et creditorum
nominamus ordinamus facimus
19. et constituimus per presentes Jur
cuiuscunque semper salvo datum Sarum
20. sub sigillo officii nosri vicesime Septimo
die mensis maii Anno domine 1642

Tho: Sadler Registrarius

1. Call No: MS 4052/1/83
2. Date: 11 January 143
3. Language: Latin and English
4. Palaeographic Features: Sloped Secretary Hand. Alphabet Jenkinson type 9. Two calligraphic italic and one legal hand signatures.
5. Parties: Thomas Ellyott the younger of the city of New Sarum in the County of Wilts, gentleman, and Thomas Ellyott of the same, gentleman, and Thomas Dawkins of Strattford in the aforesaid county, husbandman.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond
9. Subject of Transaction: Thomas Ellyott the younger is bound in the sum of ten pounds to be paid to Thomas Dawkins within one month after Thomas Ellyott shall be convicted of the offences he stands indicated, if he shall be convicted.
10. Term: To be paid within one month of the conviction, if conviction takes place.
11. Rent: -
12. Clauses: -
13. Witnesses: Fran Parvy, Edm Cole, Mathew ... lly, Tho Carter.

14. Signatures: Thomas Elliott Junior, Thomas Elliott
 thelder, William Mattock.
15. Place and Date: Eleventh day of January in the eighteenth
 year of the reign of our Lord Charles by
 the grace of God King of England, Scotland,
 France and Ireland, defender of the faith
 etc.
16. Seals: Three wafer seals formed by folding back
 an oblong of paper, cut from edge.
 Thomas Elliott junior's seal is a fleur
 de lis, Thomas Elliott's seal is a shield
 and William Mattock's seal a Tudor Rose.
17. Endorsements: None
18. Material: Paper with watermark of two pillars and
 grapes. See radiograph.
19. Size: 315mm x 405mm
20. Condition: Good
21. Provenance: Found on p.92 of volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/84
2. Date: 20 March 1948
3. Language: English
4. Palaeographic Features: Sloped Secretary. Alphabet Jenkinson type 9.
5. Parties: Nicholas Elliott of Winterbourne Quarles in the County of Wilts, gent, and Emely his wife; Thomas Rodes of Downton in the said County of Wilts, basketmaker. (Elliott also spelt Ellyott in document).
6. Recited Deeds: -
7. Consideration: Rent and Covenants hereafter mentioned and five pound 'currant' English money.
8. Description of Instrument: Lease ('demised, granted and to farme letten').
9. Subject of Transaction: 'All that their cottage or tenement conteyning three rooms belowe with the garden backside & plott of ground thereunto belonging conteyning by estimacion half an acre or one burgage bee it more or less scituate & being within the said Burrough of Downton in a certeyne place there called the Island together with all Commons, profittes and counditions to the said cottage or tenements & premisses belonging or apperteyning (except and always reserved unto the said Nicholas Ellyott and Emely his wife there heires

and assigned the Realities, Liberties & privileges of the Waters and Swanns and free ingress, egress and regress to goe and come into and from the said premises or any part thereof with thappurtenances'.

10. Term: 'fourscore and nineteene yeares from hence next ensueing'.
11. Rent: 'The yearely rent or sum of sixteene shillings lawful money of England at the two most usual feasts or termes in the year', Ladyday and Michaelmas.
12. Clauses: If the rent shall be unpaid nine days after the specified time and if no sufficient distresse upon the said premises can be made then it maybe lawful for Nicholas Ellyott and Emely his wife to reenter and possess the premises and Thomas for himself and his heirs promises that he and his heirs and assigns, at his own cost and charges shall and will 'well and sufficiently repaire, uphold, maynteyne, hedge, ditch and fence the said cottage or tenements and all other the premises with thappurtenances in all necessary reparacons... together with all such buyldings and trees as he the said Thomas Rodes, his executors, administrators or assignes shall buyld, plant or sett in or upon the premises'. And Thomas Rhodes must pay all quit rents and all other charges during the said term. And Thomas Rodes shall not during the said term let the premises to any person or person who have not

inhabited within the parish of
Downton aforesaid by the space of
three yeares and upwards then post
without consent of Nicholas and Emely
Elliott. If all the rents and services
are paid Thomas may enjoy and occupy
the premises without let or eviction.

13. Witnesses: -
14. Signatures: -
15. Place and Date: Twentieth day of March Anno Domini 1648
16. Seals: Missing, two pendant parchment tags remain.
17. Endorsements: 'Thomas Rodes lese as twas fist made per consent & per my cosen Gantlet wch Rodes disagreade one for the fine to be lefte out upon other consideracon t"
"And his lese to be newe made per use of Wilton & upon Tho. Rodes his father promise that he woude new bulde part of the house & loft it make a newe chimney belowe & above as appears by the said lese and all the ... of the covenantes and herein wrighten Work next for to have all the covenants so by but not to let nor sel nor sell without consent. The (?which) consent is promised as appeareth.' 'So this Lease is nothing worth'.
18. Material: Parchment
19. Size: 275mm x 595mm with an additional 30mm folded over at lower edge through which tag is threaded.

20. Condition: Good, but parchment very dirty
21. Provenance: Found on p.105 of volume MS 4052
22. Notes:

1. Call No: MS 4052/1/85
2. Date: 8 May 1651
3. Language: English
4. Palaeographic Features: Secretary.
Signature of Tho Mullins is a very elaborate example of a calligraphic signature.
5. Parties: Andrew Marden of Portsmouthe in the county of Southampton, carpenter;
John Comfort of Portsmouth gentleman
6. Recited Deeds: -
7. Consideration: See below
8. Description of Instrument: Bond
9. Subject of Transaction: Andrew Marden is bound to John Comfort in the sum of Three score pounds of goo and lawful money of England.
10. Term: -
11. Rent: -
12. Clauses: On reverse side it is stated that the within bound Andrew Marden will fulfill the covenants declared in a deed indented bearing date (... faded) between John Comfort and Mary his now wife of the other part.
13. Witnesses: Nico Bradbury, Wm Harvey, Richard Cole (his mark) Tho Mullins

- | | | |
|-----|-----------------|---|
| 14. | Signatures: | Andrew Marden |
| 15. | Place and Date: | 'Dated the eighth day of May in the
year of our lord God according to the
Computation of the Church of England
One thousand six hundred/fifty one. |
| 16. | Seals: | Broken red small seal on Horizontal
parchment tab. |
| 17. | Endorsements: | - |
| 18. | Material: | Parchment |
| 19. | Size: | 105mm x 285mm |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.95 of volume MS4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/86
2. Date: 1652
3. Language: English
4. Palaeographic Features: Secretary
5. Parties: No parties as such but the writer is presumably a member or connection of the Elliot family. It mentions the writer's 'mother' in connection with Winterbourne.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: A page of notes concerned with estate management. One side is headed 'A Note of W^{ch} rents due in Downton and Weeke is a followeth viz.' Other side has very cramped notes of values of lands in the sheep leaze and in the Common field.
9. Subject of Transaction: See Description. The total of itemised rents are £15.0s.6d for one group and £25.10s. for another. The sheep leaze values £1.00 and £1-5 and the land in Common Field is worth ten shillings per acre. People who owe rent include Thos Estman, Yare Curtis widdow, Thos Rodes, Phillip South, John Randall, Richard Greye, Ambros Birch, George Higgons, Robert Carpenter, Symon Coward.

- | | | |
|-----|-----------------|--|
| 10. | Term: | - |
| 11. | Rent: | - |
| 12. | Clauses: | - |
| 13. | Witnesses: | - |
| 14. | Signatures: | - |
| 15. | Place and Date: | Period assigned for rents
'this yeares rent 1652. |
| 16. | Seals: | - |
| 17. | Endorsements: | - |
| 18. | Material: | Paper |
| 19. | Size: | 223mm x 119mm |
| 20. | Condition: | Good but the paper is thin |
| 21. | Provenance: | Found on p.94 of volume MS4052 |
| 22. | Notes: | |

1. Call No: MS 4052/1/87
2. Date: 14 April 1653
3. Language: English
4. Palaeographic Features: Secretary hand, see alphabet no.9
5. Parties: Nathaniel Tucker of Portsmouth in the County of Southampton
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Copy of last will and testament of Nathaniel Tucker.
9. Subject of Transaction: Bequests of property owned by Nathaniel Tucker in his Lifetime.
10. Term: -
11. Rent: -
12. Clauses:
Nathaniel Tucker bequeathes
 1. His soul to god and his body to be decently buried.
 2. To Margaret Tucker, his wife, two messuages with appurtenances in St. Thomas Street in Portsmouth during her natural life and after her decease, to his two children viz, the East tenement, in which he (Nathaniel Tucker) now lives to his son John Tucker to be held by his heirs and assigns for ever. The west tenement

in which Richard Pratt now dwells he bequeaths to his daughter Elizabeth Tucker to be held by her heirs and assigns for ever.

3. In case either of his children die without issue, heirs of their body, he gives and bequeathes the tenement to the survivor of them and their heirs for ever.

4. If both children die without heirs of their body he bequeathes them to his eldest sister Deborah Whitfield and her heirs but in that case she shall pay £100 to the children of his sister Mary the wife of Alfred Ginne.

5. To his son John Tucker his 'studdy of bookes without any imbezilment' when he shall attaine unto the age of one and twenty years.

6. To his daughter Elizabeth the sum of £50 of lawful money of England to be paid at the age of one and twenty or marriage whichever shall first happen.

7. In consideration of his love to his said wife Margaret, and the care she shall take in the education of his children he bequeathes her the rest of his goods and chattels, and makes her, his executor.

8. He desires Mr John Tippetts and Mr Samual Biggs to be overseers of this will and he gives them five shillings each.

13. Witnesses:

John Holt, Tho. Mullins,
Not(ary Public); Christopher Pecke.

- | | | |
|-----|-----------------|---|
| 14. | Signatures: | As this is a copy there are no real signatures. |
| 15. | Place and Date: | 'The fourteenth day of April in the yeare of our Lord God One thousand six hundred fifty and three. |
| 16. | Seals: | - |
| 17. | Endorsements: | - |
| 18. | Material: | Paper with watermarks of Puritans Hat exactly he same as No.481 in W.A. Churchill, <u>Watermarks in Paper</u> , 1935. |
| 19. | Size: | - |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.102 of volume MS4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/88
2. Date: 1 June 1653
3. Language: English
4. Palaeographic Features: Secretary
5. Parties: Richard Sackville, of Bibury in the Countie of Gloucs esquire and Joyce his wife; Thomas Sollis of Arlington in the said countie of Gloucs mason.
6. Recited Deeds: -
7. Consideration: the surrender of a former lease heretofore made by Sir Thomas Sackville Knight deceased father of the said Richard Sackville to the said Thomas Sollis and one Anthony Greene of 'a messuage or tenement and one yard land in Arlington, and also six pounds of current English money paid to Richard and Joyce by the said Thomas Sollis.
8. Description of Instrument: Lease ('have demised, graunted and to farme letten').
9. Subject of Transaction: All that messuage or tenement lyeing and being in Arlington aforesaid conteyning by estimacon fower bayes of building heretofore called by the name of the Slatt Barne now in the tenure or occupacon of the said Thomas Sollis or of his assigns. And all that backside and little close to the said messuage or tenement belonging and

adjoining, conteyning by estimachon
 three acres be the same more or less
 And all those fowerteene acres of
 arable land by estimacon be the same
 more or less lyeing and being dispersed
 in the East and West Common field of
 Arlington aforesaid And all that
 one halfe acre of moweing ground in the
? Bottom And all that little hamme
 or parcell of ground at Brooke Landes
 and Comon of posture and feeding of and
 four twenty-seen sheep two rother
 Beastes and one horsbeast to be had and
 taken and to goe depasture and feed in
 and upon the Comon feildes and places
 Commonable of and in Arlington
 aforeseaid in as large and ample manner
 and for sorte as the rather beastes.
 horsbeastes and sheepe - of the
 leasholders coppiholders and other
 the tenaments of and in Arlington
 afforesaid have there usually gon
 depastured and fedd or shill or may
 there usuallie goe despasture and feede
 All which said premises are one full
 third parte of the messuage or tenement
 and are yard landes which were granted by the
 said Sir Thomas Sackville to the
 said Anthony Greene and Thomas Sollis
 And are now in the tenure or occupation
 of the said Thomas Sollis ?these or of
 his assigns excepte and out of this
 presents present and lease always saved
 and reserved into the said Richard
 Sackville his heirers and assigns. All
 that barne adjonying to the said
 messuage or tenements before by these
 presents granted. And all that roome
 called the Kitchen being parcell of
 the messuage or tenement in Arlington

aforesaid now in the tenure or occupation of the said Anthony Greene. And also excepted and reserved unto the said Richard Sackville his heirs and assigns. All and every the threes of all sortes and kind whatsoever now standing growing or being or hereafter to stand grow or be in a uppon the said premises before by these remises graunted or in a uppon aire parte or parcell thereof with free liberty power and authority ingresse egresse and regresse was and passage to and for the said Richard Sackville his heirs and assigns and his and their servants cattle carts and carriadges from tyme to tyme fell cut done and carry away the same trees and every or anie of them at his or their will and pleasures.

10. Term: From the first May last past (ie 1 May 1653) for the term of 99 years if Thomas Sollis and Margery Sollis his daughter shall live so long.
11. Rent: 11s by equal portions at Michaelmas and Lady day.
12. Clauses: Best beast on premises to be levied as 'herriott' on death of Thomas and of Margery.
If any payment remains unpaid 21 days after the day on which it is due it shall be lawful for Richard Sackville or heirs to enter and distrain and keep distrained items until payment is made.

Thomas Sollis and his assigns and other occupiers promise to perform suit and other services at the Court Baron of the Manor of Arlington upon reasonable notice at or in the parish Church of Arlington and will from time to time serve upon the homage or fury of the said court if required to do so by the Steward and shall performe other reasonable services. And in default shall pay all such ameracements as shall be reasonably set. Thomas Sollis covenants that he and his executors and administrators and assigns shall and will from time to time at their own proper cost and charge will repair and make maintain and keep the said messuage and all the houses edifices, buildings, walls, hedges, groundes, fences, and inclosures in repair, and cleanse and scow the ditches and water courses and they will be sufficiently repaired and scoured at the end of the term. If Thomas Sollis shall lease any of these premises without the consent of the said Richard Sackville, then the aforesaid indenture of lease shall be entirely void. Sackville covenants that for the stated payment Sollis shall peacefully enjoy the property and that this at good and proper times in a good and husband like manner shall enjoy a good and husband like manner the loppes of such trees as aforementioned.

13. Witnesses: Nath: Brookes, Willm Hall
14. Signatures: Thomas Sollis

15. Place and Date: The firste day of June in the year of Good according to the compilation of the Church of England One thousand six hundred fiftie and three.
16. Seals: pendant parchment tag but no seal.
17. Endorsements: Tho Sollis his counterpart
18. Material: Parchment
19. Size: 432mm x 622mm with an additional 23cm folded up at lower edge
20. Condition: Good
21. Provenance: Not from volume MS4052
22. Notes: This document has a very good example of a hole made in the parchment by a Knife during the preparation of the skin; this hole, approximately 65mm in diameter, has been written round by the scribe.

1. Call No: MS 4052/1/89
2. Date: 23 October 1656
3. Language: English
4. Palaeographic Features: Engrossing Secretary Hand, Alphabet Type 8
5. Parties: William Staniforth, plaintiff;
Andrew Morewood gent and Anne his wife, defociants
6. Recited Deeds: The final agreement between the above parties took place in the three weeks of the Day of St Michael 1656 before Oliver St John, Edward Atkyns, Mathew Hale, Hugh Wyndhamn, Justices
7. Consideration: Sixty pounds sterling by the plaintiff to the deforciant
8. Description of Instrument: Notification of a Final Concord made in the Court of Common Bench at Westminster
9. Subject of Transaction: The Manor of Boothlawe otherwise Burlowe with appurtenances
10. Term: -
11. Rent: -
12. Clauses: Quit claims and warranty by Andrew and Anne Morewood to William Staniforth for ever
13. Witnesses: O. St John

14. Signatures: Crake (clerk/scribe)
15. Place and Date: Westminster xxiii day of October in the year of Our Lord one thousand six hundred fifty-six'
16. Seals: Missing. Parchment pendant tag.
17. Endorsements: very faded 'The ... fine levied by M. Andrew Morwood ... Staniforth of the Manor of Burlow ...', 'Burlow or Boothlow Manor', (4).
18. Material: Parchment
19. Size: 325mm x 515mm with an additional 50mm folded over at lower edge.
20. Condition: Good, but dorse needs cleaning
21. Provenance: Found on p.8 of volume MS 4052
22. Notes: This document dates from the Commonwealth Period when it was forbidden to use Latin and the special Legal handwriting.

1. Call No: MS 4052/1/90
2. Date: 1 September 1657
3. Language: English
4. Palaeographic Features: Mixed hand, ie Secretary and Italic. See Hector, p.63
5. Parties: John Elliott of the Citty of New Sarum in the County of Wilts sonne and heir of Nicholas Elliott late of the same citty widdowe, late wife of the said Nicholas Elliott and mother of the said John; Thomas Elliott of the same citty, gent.
6. Recited Deeds: -
7. Consideration: £21 paid to John Elliott by Thomas Elliott.
8. Subject of Transaction: All that messuage or tenement backside and garden with all stables, sellers, chambers, roomes, edifyces, and buildings to the said messuage or tenement belonging with all and singular their and every of their appurtenances scituate lyinge and being within the city of New Sarum aforesaid in a certain streete there called and knowne by the name of Chipperstreet between a tenanment of John Iyves the elder gent now or late in the tenure of John Blackland (?) on the east part, a garden sometymes heretofore in the tenure of one John Hobbs and now in the possession of James Abbot Esq, and the west part,

a tenement now or late in the tenure or occupation of Thomas Blake on the North parte and the said street on the south part a garden sometymes here tofor in the tenure, a occupacon of one Richard Awsipe otherwise Marks or his assignee or assigns and now in the tenure in possession of the said Thomas Elliott or his under tenents for tearme of his notvale life the revercon or remainder n fee expectant upon his death unto the said John Elliott.

- | | | |
|-----|----------------------------|---|
| 9. | Description of Instrument: | Indenture of Bargain and Sale ('grant, bargain, sold, aliened, enfeofed, released and confirmed'.) |
| 10. | Term: | - |
| 11. | Rent: | - |
| 12. | Clauses: | <p>1. John Elliott, and Emely Elliott for themselves and their hand promise to warrant the said messuage in tenement.</p> <p>2. John Elliott & Emely Elliott have good right and full power and lawful authority to grant and bargain sell the said premises.</p> <p>3. The said messuge is free discharged and kept harmless from all hire bargain sales, leases, joyntures dowers etc, except for the chief' rents and heriots and payment to the Chief Lord.</p> <p>4. John Elliott and his heirs during the space of the next seaven yeares next ensuing at the reasonable request and at the costs not charges in lawe</p> |

of the said Thomas Elliott shall
make execute or suffer all and every
reasonable act a prefect assurance
for the conveying of the said messuage
to Thomas Elliott be it by Fine
Recovery, or recovery with simple or
double vouchee.

13. Witnesses: To: (?); ... Dauham; the mark of
Charles Playshe
14. Signatures: John Elliott, Emely Elliott
15. Place and Date: The first day of September in the
yeare of our Lord According to the
computatcon now used in England
One thousand six hundred and seventy.
16. Seals: Two pendent parchment tags, one with
a seal wrapped in paper, one with a
seal.
17. Endorsements: 'Assignment sealed and delivered by
the within named John Ellyott and
Emely Ellyott unto the within
named Thomas Ellyot bearing in actuall
possession of the premises within
written in the presence of us ...
(see witnesses above).
18. Material: Parchment
19. Size: 360mm x 729mm with an additi8onal 42mm
folded over
20. Condition: Parchment is cracking along folds;
writing is faded in places

21. Provenance: Found on p.83 of volume MS4052
22. Notes:

1. Call No: MS 4052/1/91
2. Date: 14 May 1663
3. Language: English
4. Palaeographic Features: A mixed hand, with elements of Secretary, and round hands.
5. Parties: John Comfort of Portsmouth in the County of Southampton, 'marchant'
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Copy of the last will and testament dated 10 April 1663 of John Comfort.
9. Subject of Transaction: 'Worldes goods' as below and property described as 'All that my lands and tenements, scituate and lying in the parish of Northwood in the Island of Weight, and now in the tenure and occupacon of Benjamin Laborne'.
10. Term: -
11. Rent: -
12. Clauses: John Comfort bequeathes (1) his would into the hands of God;
(2) his body to the earth to be buried;
(3) All debts to be paid by is executrix 'and as touching of that portion of this worldes goods that the Lord in his mercy hath lent me'.
(4) To the son and two daughters of Dorothy Walllesby the widow of Thomas Walllesby of Lowestoffe in the County of Suffolk £30 to be equally divided amongst

them and paid one year after his decease
 (5) To the children of his kinsmen
 Grudgfeild £30 to be equally divided
 amongst them, and to be paid within one and
 a half years after his decease;

(6) To William Flatt, the son of William
 Flatt, James and Prudence Flatt, £40 to be
 paid within two years after his decease,
 and after the decease of William Flatt,
 James and Prudence then the said sum of
 £40 unto the now wife of the said William
 Flatt, Prudence;

(7) To the child of John Chirkeridge of
 Lowestoffe in the County of Suffolk
 aforeseaid lawfully begotten of his
 kinswoman the daughter of James Grudgfeild
 £10 to be paid to the said child be it son
 or daughter when it comes to the age of
 fourteen years, or if a sonne at 21 years
 of age;

(8) To Roger Olliver of London taylor
 The son of Comfort's late deceased wife
 Mary Comfort the sum of £10 if he be
 living a year after Comfort's decease;

(9) To John Young his former wives kinsman
 the son of Thomas Young of Womsworth in
 ye county of Surry the sum of 40 shillings to
 buy him a ring;

(10) To Christopher Bruncker of Portsmouth
 brasier the sum of 40 shillings to make him
 a ring to be paid within 6 months after
 Comfort's decease;

(11) To the poore of the corporacon of
 Portsmouth £5 to be distributed in bread
 at his funeral if he (Comfort) happens to
 die in Portsmouth;

(12) To his maid servant, whosoever it is,
 10 shillings;

(13) To Margaret Comfort his present wife
 the above described property in Northwood

if he has no issue by his wife Margaret and dies without issue, and all the residue of his estate whatsoever.

(14) His wife Margaret is made his executrix and he appoints Mr Francis Sambrooke of New Sarum and Mr John Tippetts of Portsmouth to be his overseers;

(15) To these overseers £5 to be paid them at demand;

(16) To Jeane Stass the daughter of John Stass of Lowerstoffe seaman where my father lefte his last breth £10 to be paid to her or her or her children within six months of his decease;

(17) He revokes all former wills.

13. Witnesses: (to will) John Morton, Henry Hollester
14. Signatures: (to will) John Comfort, (to copy) Henry Hollester.
15. Place and Date: -
16. Seals: -
17. Endorsements: 'This copy was examined with an is a true copy of the original will under the hand and seale of the sd John Comfort (to wch I am a witness and my hand sett thereto as a witness). This fourteenth day of May Anno dom 163. Henry Hollester'
'Copy of my father Comfort's will.'
18. Material: Paper with fleur de lys and ?Crown watermark
19. Size: 300mm x 390mm folded into two 300mm x 195mm to give 2 leaves.
20. Condition: Good

21. Provenance: Found on p.82 of volume MS4052
22. Notes: -

1. Call No: MS 4052/1/92
2. Date: 17 May 1663
3. Language: English
4. Palaeographic Features: A combination of sloped Secretary (alphabet 9 and mixed hand alphabet 10 and 11. The e and r remain typical Secretary.
5. Parties: Francis Parry to John Elliott or Winterbourne
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Letter
9. Subject of Transaction: Parry writes to 'Cosen' Elliott saying that he has put Elliott's request to Mr Deane: Deane promised to give notice whensoever anyone comes to renew the lease: if the next person be willing, Elliott shall be his tenant. Parry sends his "humble service to my cosen Elliott your good Mother and to my Cosen Nicholas and my Cosen Edward, to Mrs Bowman and Mrs Marks and all the rest of my friends".
10. Term: -
11. Rent: -
12. Clauses: -

- | | | |
|-----|-----------------|---|
| 13. | Witnesses: | - |
| 14. | Signatures: | 'yor very loving Kinsman and real friend Fran: Parry' |
| 15. | Place and Date: | Oxon. May the 17th 1663 |
| 16. | Seals: | Letter folded and sealed with red wax seal. |
| 17. | Endorsements: | 'For Mr John Elliott at Winterbourne or Sarum there.' |
| 18. | Material: | Paper with a watermark, probably a hat somewhat obscured by the seal. |
| 19. | Size: | 192mm x 300mm folded into half (ie 192mm x 150mm and then folded in three, in both directions, ie., breadth and length, and sealed as a letter. |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.82 of volume MS4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/93
2. Date: 23 June 1664
3. Language: Latin
4. Palaeographic Features: Sloped Secretary, see Alphabet 9, with signatures in Italic.
5. Parties: Gilbert Archbishop of Canterbury to Edward Elliott cousin of Thomas Elliott, late of New Sarum deceased.
6. Recited Deeds: -
7. Consideration: -
8. Description: Letters of Administration
9. Subject of Transaction: Goods and debts of the deceased, Thomas Elliott
10. Term: -
11. Rent: -
12. Clauses: List of the goods and debts of Thomas Elliott deceased to be provided in the Prerogative Court of Canterbury on the day after the feast of All Saints.
13. Witnesses: -
14. Signatures: Simon Rolleston, Reg'; R. Hoare pro decro'

15. Place and Date: Given at London on the twenty-third day of June 1664 and in the first year of our translation.
16. Seals: One pendant parchment tag, but seal is missing.
17. Endorsements: -
18. Material: Parchment
19. Size: 160mm x 120mm
20. Condition: Good
21. Provenance: Found on p.99 of volume MS4052
22. Notes: Gilbert Sheldon was consecrated 28 October 1660, translated from the Bishopric of London 1663, and died 9 November 1677.

1. Call No: MS 4052/1/94
2. Date: 22 December 1669
3. Language: English
4. Palaeographic Features: Mixed of Round hand. See Alphabets No. 10 & 11. Three elaborate signatures.
5. Parties: Samuel Cusse of Long Streete in the parish of Endford in the county of Wiltes, Gentelman. To John Hall, Esquire, high sheriffe of the county aforesaid and Thomas Box Baliffe.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Quitclaim
9. Subject of Transaction: 'a certai execution levyed upoin William Wrench being Thirteene pounds six shillings and eight pence of lawful money of England which excution beareth date and nineth day of december in the one and twentieth yeare of our soveraigne Lord King Charles the second ...'
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: Francis Hargetts, Thomas Poulton.
14. Signatures: 'Sam : Cusse'

15. Place and Date: 'Two and twentieth of December anno domini 1669'.
16. Seals: Wafer seal made by making two cuts in edge of document and bending back the resultant square of paper on the document.
17. Endorsements: 'Samuell Cusse's discharge from Wm. Wrench'.
18. Material: Paper - no watermark.
19. Size: 215mm x 157mm.
20. Condition: Poor. Paper breaking along fold.
21. Provenance: Found on p.78 of volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/95
2. Date: 20 January 1670
3. Language: English
4. Palaeographic Features: A hand with many Secretary features, 'e', 'r', 'p', but the 'h' has no long descender and the hand has a mixed appearance.
5. Parties: Richard Gerrard of Seend in the parish of Melksham in the County of Wiltshire gentleman to Margaret Comford of Winterborne Honner in the said county of Wiltes 'widdow' her heirs and executors.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Release ('remise, release and for ever quitt clayme')
9. Subject of Transaction: A release of 'all manner of error ... wch are or my be in one judgmt remaining upon Record in his Majesties Courte of Kings Bench at Westminster against Richard Garrard at the suite of the said Margaret Comford for two hundred pounds debt and thirty shillings damages'.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: F. Harsgill, John Barker (?Parker)

14. Signatures: Richard Garrard
15. Place and Date: 'One and twentieth year of the raigne of our soveraigne Lord Charles King of England ec, anno domini 1669.'¹
16. Seals: One small seal flat on the paper surface.
17. Endorsements: "Mr Garrads Release of Errors to Mrs Comford".
18. Material: Paper, watermark of curved horn. See radiograph.
19. Size: 240mm x 200mm
20. Condition: Good
21. Provenance: Found on p.78 of volume MS 4052
22. Notes: ¹ The 20 January in the 21st year of Charles II reign was actually 1670. This is a further example of beginning the year on March 25, according to the old computation.

1. Call No: MS 4052/1/96
2. Date: 8 August 1672
3. Language: Latin and English
4. Palaeographic Features: A version of the Engrossing Secretary Hand with elements of sloped Secretary, see Alphabets 8, and 7 and 9.
5. Parties: Margaret Comfort of Winterbourne Honner in the County of Wiltes;
Nicholas Elliott of Winterbourne Earles
6. Recited Deeds: -
7. Consideration: 'a marryage by God's permission is shortly intended to be had and solemnised between the above named Nicholas Elliott and Elizabeth Tucker', daughter of Margaret Comfort.
8. Description of Instrument: Bond. ('teneri et firmiter obligari').
9. Subject of Transaction: Margaret Comfort is bound to Nicholas Elliott in the sum of £1000 to be paid to Nicholes Elliott as a marriage portion with the said Elizabeth Tucker.
10. Term: See clauses
11. Rent: -
12. Clauses: The sum is to be paid by portions £500 on the day of the marriage and £500 being the other moiety within three months after the decease of the said Margaret Comfort, 'in case the said intended marriage shall take effect. If the marriage takes place

and Margaret Comfort her heires
 executors or administrators shall
 pay £500 on the day of solemnization
 this bond shall be void.

13. Witnesses: Elizabeth Sambrooke, Thomas Harris,
 Jonath: Samwayes.
14. Signatures: Margaret Comfort, Nicholes Elliott.
15. Place and Date: On the eighth day of August in the
 twenty-fourth year of the reign of our
 Lord Charles the Second by the grace of
 God King of England, Scotland and
 Ireland, defender of the faith ec. 1672.
16. Seals: One small flat surface seal.
17. Endorsements: There are 29 receipts signed
 Nicholas Elliott for varying sums
 of money received from Margaret
 Comfort up to 4 December 1701.
18. Material: Paper
19. Size: 400mm x 310mm
20. Condition: Good
21. Provenance: Found on p.90 of volume MS 4052
22. Notes:

1. Call No: MS 4052/1/97
2. Date: 2 June 1684
3. Language: Latin and English
4. Palaeographic Features: Mixed hand, secretary and round not very expertly written. Two well executed italic signatures.
5. Parties: Nicholas Skeate of Winterborne Dauntsey in the county of Wilts, yeoman To George Parry of Lillington in the County of Dorset gentleman.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Bond for £22.10s in the sum of £45
9. Subject of Transaction: -
10. Term: -
11. Rent: -
12. Clauses: £22.10s. to be paid by 25 June next ensuing, otherwise the bond to be in force.
13. Witnesses: Francis Mason, Gertrude Mason
14. Signatures: Nicholas Skeate
15. Place and Date: Second day of June in the thirty-sixth year of the Lord King Charles the Second now ec.

- | | | |
|-----|---------------|--|
| 16. | Seals: | 1 small red applied seal, device not clear. |
| 17. | Endorsements: | 'Mr Skeats bond, from my cos George Parry
r 21 Sept 85 xls'. 2 more is. |
| 18. | Material: | Paper |
| 19. | Size: | 210mm x 325mm folded into two giving two
leaves 210mm x 162mm |
| 20. | Condition: | Poor, needs repair. |
| 21. | Provenance: | Found on p.88 of Nan Kivell volume MS 4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/98
2. Date: 22 January 1704
3. Language: English
4. Palaeographic Features: Round hand, see Jenkinson's alphabet No.11.
5. Parties: Edward Nicholas, Esquire: Nicholas Elliot of Winterborne in the County of Wilts, gent' and Henry Dampney of the same place, Clerke and John Elliot, son of the said Nicholas Elliott (sic)
6. Recited Deeds: Indenture of lease also dated 22 January 1704 granted by Harwell Perry to Edward Nicholas of Peaceable possession and seizin of the Prebend of Winterborne.
7. Consideration: -
8. Description of Instrument: Letter of attorney appointing Nicholas Elliot, Henry Dampney and John Elliot to receive from Harwell Perry of Marlesborough in the County of Wilts, Clerke, Prebendary of the Prebend of Winterborne Earles in the Cathedral Church of Sarum in the County of Wilts, possession of that Prebend.
9. Subject of Transaction: Prebend, parsonage or rectory of Winterborne Earls.
10. Term: -
11. Rent: -
12. Clauses: The attornies are granted full power and authority to act in relation to the said premises as Edward Nicholas would act.

13. Witnesses: Hu: Cholmeley, Jo: Gauntlet, Cha: Bint, Thom. Payne.
14. Signatures: E. Nicholas
15. Place and Date: Twenty-second day of January in the third year of the Reigne of our Sovereigne Lady Queen Anne over England and Annoque Domini 1704.
16. Seals: Red wax surface seal, cracked, with an unclear device of a shield. Also two sixpenny stamps impressed on document.
17. Endorsements: a) Inside this folded document is a memorandum that on 31 January 1704 John Hare gent' one of the attornies of Harwell Perry entered into the possession of the said Prebend on behalf of the said Edward Nicholas to hold unto Edward Nicholas according to the indenture within specified.
Signed John Hore, Nicholas Elliot.
Witness John Elliott, John Thring, George Lott.
b) The document is folded into four and on one of the sides it is written, "22 January 1704, No.13. Letter of Attorney to my cousin N. Elliot. His son Mr Jno Elliot or Henry Dampney to take possession of this Prebend parsonage of W.E. for my use.'
18. Material: Paper with a small watermark but the device is indecipherable.
19. Size: 305mm x 380mm folded into two forming two leaves 305mm x 195mm.

20. Condition: Good
21. Provenance: Found on p.76 of volume MS 4052
22. Notes: A Prebend is the portion of the revenues of a cathedral or collegiate church granted to a canon or member of the Chapter as his stipend; or it may be the separate portion of land or title from which the stipend is gathered, or the tenure of this as a benefice. A prebendary is the person holding the prebend.

1. Call No: MS 4052/1/99
2. Date: 27 January 1704
3. Language: English
4. Palaeographic Features: Large Round Hand.
5. Parties: Edward Nicholas, esquire to (?) Jas. Perry
6. Recited Deeds: -
7. Consideration: £90
8. Description of Instrument: Receipt
9. Subject of Transaction: Receipt of money from Edward Nicholas, Esq. or adding a third life in the Prebend or Parsonage of Winterbourne Earles.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: George Farewell, John (?Gore)
14. Signatures: 'by me, Jas: Perry'
15. Place and Date: -
16. Seals: none
17. Endorsements: 27 January 1704 No. 11
No. '7704' at bottom left hand corner of leaf.
18. Material: Paper with watermark of a shield device and words in capitals, "Elliston Basket"

19. Size: 300mm x 370mm folded into two giving two
 leaves 300mm x 185mm.
20. Condition: Good
21. Provenance: Found on p.92 of volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/100
2. Date: 21 October 1758
3. Language: English
4. Palaeographic Features: 18th Century Engrossing Hand with elaborately written words at the beginning of the indenture and of the clauses.
5. Parties:
 - 1) Deborah Harcourt of the city of Norwich widow and relict of Boys Harcourt, innholder, deceased.
 - 2) Jane Russell, late of the city of Norwich and now of the city of London Spinster.
 - 3) William Lovick Citizen and alderman of the city of Norwich.
6. Recited Deeds:

4 & 5 March 1734 Lease and release
 27 December 1734
 30 & 31 December 1734 Lease and release
 28, 30 November 1744 Lease & release
 12 January 1749
7. Consideration: £200 paid to Jane Russell by William Lovick and £100 paid by William Lovick to Deborah Harcourt.
8. Description of Instrument: Assignment of Mortgage ('both bargain sold declared limited directed and appointed')
9. Subject of Transaction: 'All and every the messuages, lands tenements and hereditaments in the several recited indentures ... and all the estate right title interest both in law and equity time and term of yeares yet to come and unexpired property claim and

and demaund whatsoever of her the said Jane Russell' This property was specified in the lease of 4 March 1734 as 'All that messuage being a Common Inn called or known by the name or sign of the White Swan situate and being in the parish of Saint Peter of Mancroft in the said city of Norwich then or late in the occupation of the said Deborah Curtis the mother together with a house lately built or erected and then or late used for a Playhouse at or near the end of the year belonging to the said messuage and one said playhouse then or late in the use of James Barrett Stone carver. And one Close, piece or parcel of ground there lately used for a Bowling Greene together with the houses outhouses, edifices, Buildings walls stables Cellars, Warehouses, working shops yards, gardens and grounds to the same messuages and premises belonging ... which were late of Augustine Curtis deceased late brother to the said Deborah wife of Boys Harcourt, deceased and before of the late Augustine Curtis their fathers' and also all other messuages lands etc in the same parish or city of Norwich bequeathed to her by her father and "all ways easements, Entrys, passages, privileges, commodities and appurtenances belonging, and reversions and right title and rents.

10. Term: The residue of the said term of 1000 years.
11. Rent: -

12. Clauses:

1. A proviso that William Lovick his heirs executors and administrators covenants with Deborah Harcourt that if she shall cause to be paid to Lovick at his dwelling house situate in Norwich £207.10s on 21 April next and also all other sums as shall then be due from the said Deborah Harcourt by the virtue of an assignment of same date then at the request and charge of Harcourt, Lovick shall assign the premises to her.
2. The premises are discharged of any charge made on the premises by Deborah or Boys Harcourt or by Augustine Curtis her late father or Augustine Curtis her late brother all deceased except yearly rents payable to the Lords of the Fee if such there be and one other mortgage for the security the payment of three hundred pounds and interest to Robert Doughty Esquire deceased or his executors which said mortgage became vested in Jane Russell and his assigned to Lovick by these presents.
3. If default in payment is made Deborah Harcourt and her heirs and assigns shall execute such acts as are necessary for the absolute conveying of messuages and appurtenances to W. Lovick.
4. Jane Russell declares that she has not undertaken any act which encumbers these premises.
5. The property is to be the use of William Lovick for such uses and intents as Deborah Harcourt by any deed attested

by two witnesses, or by her last will and testament with three witnesses shall direct and in the meantime to her use during her natural life and to the use of her children lawfully begotten.

6. If Deborah Harcourt shall pay by even and equal half- yearly installments the interest on the said principal sum of £300 at the rate of 4 pounds yearly for one hundred pounds within three calendar months after the end of each half-year, Lovick will accept this 'anything herein before contained to the contrary thereof in any wise notwithstanding'.

13. Witnesses: Wm ?(Hathcourte), Jos Bradney, John Tilyard, Jno Cleever.
14. Signatures: Deborah Harcourt, Jane Russell
15. Place and Date: 'Twenty first day of October in the thirty second year of the reign of our Sovereign Lord Garge the second by the Grace of God of Great Britain, France and Ireland King defender of the faith and so forth and in the yeare of our Lord one thousand seven hundred and fifty eight.'
16. Seals: Two pieces of green tape are threaded through parchment and seals are placed on these directly on document, not pendant.
17. Endorsements: 1) Sealed and delivered by the within named Jane Russell the parchment being first legally stamped in the presence of Wm ?(Hathcourte), Jos Bradney.

2) Sealed and delivered by within named Deborah Harcourt in the presence of John Tilyard and Jno Cleever.

3. Mrs Jane Russell and Mrs Deb Harcourt to Mr Ald^m Lovick, Assignment of a Mortgage for remainder of term of 1000^d yeares with limitation of Uses for securing the payment of 300^l + int^t
Dated the 21st of Oct 1758.

4) Reced the day and year first within written of the within named William Lovick the sum of two hundred ponds being the consideration Money within mentioned to be by him in hand paid to me I say reced by me £200.0.
(and similarly a statement of receipt of £100). Deborah Harcourt
Witnesses John Tilyard Jno Cleever.

- | | | |
|-----|-------------|--|
| 18. | Material: | Parchment |
| 19. | Size: | 3 sheets joined at lower edge by first sheet being folded over (46mm) over the other two and seal tags threaded through all three. Sheet sizes: 1st sheet 560mm x 845mm (plus the 46mm folded over at lower edge). The other two sheets 560mm x 800mm. |
| 20. | Condition: | Good |
| 21. | Provenance: | Not found in volume MS 4052 |
| 22. | Notes: | - |

Note: This page is blank in the original volume

1. Call No: MS 4052/1/101
2. Date: 14 April 1764
3. Language: English
4. Palaeographic Features: 18thC Engrossing hand with large elaborately written words at the beginning of clauses and an elaborate, printed top left hand edge with an engraving of royal coat of arms and 'sold by J Brookbank Stationer, Furnivals Inn.'
5. Parties:
 - 1) Deborah Harcourt of the city of Norwich widow and Relict of Boys Harcourt late of the same city, deceased.
 - 2) Samuel Cooper of the city of Norwich, Apothecary executor named in the last will and testament of William Lovick late citizen and Alderman of the said city of Norwich deceased and
 - 3) Elizabeth Clarke of Weymondham in the County of Norfolk widow.
6. Recited Deeds:

25 March 1712
 26 December 1734
 29 November 1744
 12 January 1749
 21 October 1758 - (See MS 4052/1/100)
7. Consideration: -
8. Description of Instrument: Assignment of mortgage.
9. Subject of Transaction: All that his capital messuage commonly called or known by the name of the White Swan them in the use and occupation of the

said Angustine Curtis scituate and being in the parish of St Peter of Mancroft or in any other parish or parishes thereunto near or next adjoining in the said City of Norwich together with all and singular the houses grounds, Buildings, cellars, stables, yards, garden, bowling green and all other appurtenances thereunto belonging as the same then late were in the use and occupation of Samuel Feake then lately deceased his assigns or undertenants and all that little tenement then of him the said Angustine Curtis situate and being next the said White Swan Inn Back gate with the little Garden or Ground thereto belonging in the said parish which then or late was in the use or occupation of Mrs Clayton, widow with their and every of their Rights Members Privileges and appurtenances, reversion, remainder, rents, issues and profits.

10. Term: Elizabeth Clarke to hold for the residue of the said term of five hundred years in the same manner as Samuel Cooper or William Lovick held.
11. Rent: -
12. Clauses: 1) Proviso that Elizabeth Clarke covenants with Deborah Harcourt, that if she, her heirs executors shall cause to be paid to her (i.e. Elizabeth Clarke) or her executors at the dwelling house of Peter Stoughton scituate in Weymondham aforesaid the full sum of £315 of lawful money in manner following i.e. £7.10s part thereof upon 14 Oct next ensuing and £307.10s residue on 14 April next following in the year 1765 (without any deductions for changes made

by Act of Parliament) and all other sums which shall be due from the said Deborah Harcourt, then Elizabeth Clarke at the charge of Deborah Harcourt shall assign and transfer the said premises to Deborah Harcourt or to such persons as she shall direct.

2) Deborah Harcourt covenants she will pay Elizabeth Clarke £315 at the day and time above mentioned and also that the said terms is in full force and not in anyway existing wished or void, and also that the said Samuel Cooper has good right and power to direct and limit the said messuages to Elizabeth Clarke.

3) If default in payment happens it shall be lawful for Elizabeth Clarke her executors, administrators or assigns peaceably and quietly to have, hold and enjoy all the said messuage for the said remainder of the term of 500 years that shall be unexpired and all the rents and issues of the said messuage without hindrance of Samuel Cooper or Deborah Harcourt and exonerated from all charges and incumbrances committted by Deborah Harcourt, Boys Harcourt, her late husband Angustine Curtis her late father, Angustine Curtis her late brother, except payments to the Lord of the Fee, and of one other mortgage for securing the payment of the sum of two hundred pounds and interest to Thomas Bateman deceased, his executors administrators and assigns which said mortgage became vested in William Lovick, for securing the sum of £300 and interest, and which on the day

of these presents is transferred to Elizabeth Clarke.

4) After such default in payment of £315, to the true intent of these presents Deborah Harcourt her heirs or assigns, at the request of Elizabeth Clarke but at Deborah Harcourt's expense, shall execute all such lawful acts or assurances in law for the more absolute assuring all the messuages lands etc unto Elizabeth Clarke for the remainder of the term.

5) Samuel Cooper covenants and declares that he is the only executor named in the will of William Lovick and as such has good right to receive the sum of £300 from Elizabeth Clarke and that neither he nor William Lovick has done any thing whereby the said premises are encumbered.

6) Elizabeth Clarke covenants with Deborah Harcourt that if Deborah Harcourt do or shall be equal half yearly payments pay to Elizabeth Clarke the interest for the said principal at the rate of £4.10s. by the hundred pounds by the year or within two calendar month after then Elizabeth Clarke will accept this "anything herein before contained to the contrary thereof in any wise notwithstanding".

13. Witnesses: Peter Stoughton, John Aldham.
14. Signatures: Samual Cooper, Deborah Harcourt.
15. Place and Date: Fourteenth day of April in the fourth year of the reign of our Sovereign Lord George the Third by Grace of God of Great Britain, France and Ireland, King, Defender of the Faith and so forth.

1. Call No: MS 4052/1/101a
2. Date: 20 April 1761
3. Language: English
4. Palaeographic Features: Printed form with name inserted in eighteenth century round hand.
5. Parties: Henry, Earl of Pembroke, and Montgomery, Lord Herbert of Cardiff, Baron of Shurland, Lord Parr and Ross of Kendall, Lord Mermion and St Quintin, and Lord Fitz-hugh, and Lord-Lieutenant of His Majesty's County of Wilts, to Nicholas Elliott Esquire.
6. Recited Deeds: By virtue of an Act of Parliament passed in thirtieth year of King George the Second, An Act of the better ordering of the Militia in the several counties of that part of England called Great Britain.
7. Consideration: -
8. Description of Instrument: Appointment of Deputy Lieutenant
9. Subject of Transaction: Henry, Earl of Pembroke, Lord-Lieutenant of Wiltshire appoints Nicholas Elliott to be one of his Deputy-Lieutenants for the County of Wiltshire to act, do, execute and perform all and every the Power, Matters and Things in the said Act contained.
10. Term: None stated.
11. Rent: -

- | | | |
|-----|-----------------|---|
| 12. | Clauses: | - |
| 13. | Witnesses: | - |
| 14. | Signatures: | Pembroke & Montg ^y Sc. |
| 15. | Place and Date: | Given under my hand and seal at Arms the twentieth Day of April, in the year of our Lord, 1761. |
| 16. | Seals: | Wafer Seal? Of royal arms in top left hand corner |
| 17. | Endorsements: | "Wilts : Nicholas Elliott, Esq." in a contemporary hand and "Appointment as Deputy Lieutenant" in modern hand in pencil |
| 18. | Material: | Parchment |
| 19. | Size: | 365mm x 390mm |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.82 of Volume MS 4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/102
2. Date: 28 August - 12 May 1766
3. Language: English. The spelling is often phonetic e.g. 'pasneg,' parsonage, 'apis,' a piece.
4. Palaeographic Features: The uneducated hand of someone not used to writing.
5. Parties: Thomas Pr..cott (? Prascott ie Prescott)
6. Recited Deeds: -
7. Consideration: Total amounts to 19s 6¼d. Note that the farthings are not expressed as ¼ ½ ¾ but as 1, 2, 3. farthings.
8. Description of Instrument: Receipted Bill for work done
9. Subject of Transaction: Work was done for 'fusels liven and pasneg', ie. Fussel's Living and Parsonage on August 28
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: 'May ye 12th 1766. Recd ye contents by me Thomas Prascott.'

- | | | |
|-----|-----------------|---------------------------------|
| 15. | Place and Date: | - |
| 16. | Seals: | None |
| 17. | Endorsements: | - |
| 18. | Material: | Paper |
| 19. | Size: | 260mm x 200mm |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.78 of volume MS 4052 |
| 22. | Notes: | - |

1. Call No: MS 4052/1/102a
2. Date: 28 November 1780
3. Language: English
4. Palaeographic Features: Eighteenth century legal engrossing hand.
5. Parties: Charles Millet, gentlemen,
John Blake, gentleman,
Nicholas Elliott esquire and
Thomas Francis tenant.
6. Recited Deeds: Previous legal action is to
be found among the pleas of
land at Westminster before
Alexander Lord Longhborough
Michaelmas in 21 George III
(1781) enrolled on membrane 281.
7. Consideration: -
8. Description of Instrument: Exemplification of a recovery
9. Subject of Transaction: The Manor of Winterbourne
Sherborough with appurtenances
and twenty messuages...twenty.....
hundred and fifty acres of land,
fifty acres of meadow, three
hundred and fifty acres of
pasture and common of pasture
for all manner of cattle... Old
Sarum....
10. Term: -

11. Rent: -
12. Clauses: Charles Millett recovers seisure of the Manor of Winterbourne. The document is in such a bad condition that most of it cannot be read.
13. Witnesses: Alexander Lord Longhborough
14. Signatures: -
15. Place and Date: Westminster the twenty-eighth day of November in the twenty-first year of our reign. (George III)
16. Seals: The great Seal and its metal container are missing. A torn parchment tag remains.
17. Endorsements: None visible.
18. Material: It is a prepared blank form ready for writing with a wide engraved border of classical design and the royal coat of arms and a portrait of George III in the initial 'G'.
19. Size: 610 m x 795 mm
20. Condition: Very bad indeed, and not reclaimable. It is backed with brown paper, is flaking away from backing, and has encrustations of rust, and water damage.

21. Provenance: Not known
22. Notes: For recoveries see notes to MS 4052/1/18. The only purpose for which this document could conceivably be used is to demonstrate what neglect and bad treatment can do to parchment documents.

1. Call No: MS 4052/1/103
2. Date: 17 February 1785
3. Language: English
4. Palaeographic Features: Common letter writing script of the period; a fluent hand with large capitals with long 's' in some positions especially medial in double 's'.
5. Parties: Nicholas Elliott to Henry Dench Esquire Salisbury.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Letter
9. Subject of Transaction: Nicholas Elliott writes to Henry Dench asking him to contact Miss Powell and then have discussions concerning his financial position. This is presumably in connection with a proposed marriage between Elliot & Miss Powell still he writes he would make over all my estate that is i8f he survived myself'. He outlines a proposed settlement which involves his mother giving up to him the whole possession of Winterbourne, an also the paying off of his debts.
10. Term: -
11. Rent: -

12. Clauses: -
13. Witnesses: -
14. Signatures: Nichls Elliott
15. Place and Date: London 17 Feby 1785
16. Seals: Letter is folded into an envelope
 shape and sealed with a flat red wax
 seal with a shield and garland device.
17. Endorsements: The address reads "Henry Dench, Esq.,
 Salisbury, Wilts". Nicholas Elliott
 has also added on the margin folded
 inwards 'Miss P-, directions are at
 Mr Evans, Painter, Curzon Street,
 Mayfair'.
 There is a Bishop hand stamp in circle
 17 (ie giving the date as 17 February).
 Fe
18. Material: Paper
19. Size: 250mm x 324mm
20. Condition: Good
21. Provenance: Found on p.90 of MS Volume 4052
22. Notes: Henry Bishop Postmaster-General
 June 1660 to April 1663 is famous for
 the Bishop mark. 'A stamp was
 invented that is putt upon every
 letter showing the date of the month
 that every letter comes to their office
 so that no letter carryer may dare to
 detayne a letter from post to post:
 which before was usual'. The type
 of Bishop mark in use on this letter came
 into use c.1773. See Alcock (1940) p.17.

Works which should be consulted for British Post Marks are The Encyclopedia of British Empire Postage Stamps: vol 1, Great Britain and the Empire in Europe.

Robson Lowe Ltd London 2nd edition 1752; R.C. Alcock and F.C. Holland, British Postmarks, A short history and guide, R.C. Alcock Ltd, Cheltenham 1960. A more comprehensive work is The Postmarks of Great Britain and Ireland R.C. Alcock Ltd Cheltenham 1940.

1. Call No: MS 4052/1/104
2. Date: 20 August 1785
3. Language: English
4. Palaeographic Features: Plain, well written 18th Century hand.
5. Parties: Mrs Jane Elliott to William Hussey esq. and Henry Dench Esq.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Letter
9. Subject of Transaction: Jane Elliott's son Nicholas Elliott is to pay her son John Elliott the £120 which Hussey and Dench advanced to Nicholas, being the share belonging to Jane & her younger children of £397.12s.11d lately received by Dench of Messrs Pinney and Tobin in part of the debt due from the Estate of John Lytton Coram of the Island of Nevis.
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: Jane Elliott
15. Place and Date: -

16. Seals: -
17. Endorsements: 1) Letter is address to William Hussey
 Esq. Henry Dench Esq. Sarum.
 2) '20th Aug 1705 Order signed by
 Mr Jane Elliott to Wm Hussey Esq., &
 W.H. Dench for payment of the 120
 recd from Coram's mortgage to Mr John
 Elliott.'
18. Material: Paper
19. Size: 205mm x 380mm folded in two, giving two
 leaves 205mm x 160mm which are folded
 into a letter shape with address on the
 back.
20. Condition: Good
21. Provenance: Found on p.98 of volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/105
2. Date: 28 (Nov) 1787
3. Language: English
4. Palaeographic Features: Common letter-writing script of period.
A fluent hand with large capitals.
Long 's' in some positions.
5. Parties: N. Elliott to Henry Dench Esquire,
Salisbury Wilts.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Letter
9. Subject of Transaction: N. Elliott says he has been too
constantly on the move since he
saw Dench in Salisbury to write but
he is now at Matlock Old Bath in
Derbyshire. 'I was quite struck with
wonder at the Boldness and Beauty of
the views as I approached this place
and I think the Scenery all round
this spot the most Romantic and
Picturesque I ever beheld.'
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -

14. Signatures: N. Elliott
15. Place and Date: Matlock Old Bath Derbyshire
16. Seals: The letter is folded into an envelope shape and sealed with a black flat seal with a shield device.
17. Endorsements: The address reads 'Henry Dench, Esquire, Salisbury, Wilts'. A note added in a later hand says Nich' Elloit Esq. without a date. There is also a circular Bishop Hand stamp and a large handwritten 'S' and '10'
18. Material: Paper
19. Size: 223mm x 360mm folded into two to make a letter shape.
20. Condition: Poor. Paper is crumbling along fold. Needs conservation treatment.
21. Provenance: Found on p.5 of MS Volume 4052
22. Notes: The type of Bishop hand stamp on this letter was in use from 1 May 1787 to 1791 as a morning duty stamp at the General Post Office, London. For sources for postmark identification see MS 4052/1/103.

1. Call No: MS 4052/1/106
2. Date: 18 June 1793
3. Language: English
4. Palaeographic Features: This indenture is on an elaborately printed form with spaces for the date and the name of the second party to be entered, and an etching of Drury Lane Theatre at the top edge. Signatures are eighteenth century calligraphic ones.
5. Parties:
 1. Albany Wallis of Norfolk Street in the parish of St. Clement Danes in the county of Middlesex, Esquire; Richard Ford of the Inner Temple, London, Esquire and Thomas Hammersley of Pall-Mall in the said County of Middlesex, Esquire.
 2. William Siddons of Great Marlborough Street in the County of Middlesex, Esquire.
6. Recited Deeds: By an Indenture of 13 June 179 between
 1. Richard Brinsley Sheridan, Esquire,
 2. Thomas Linley, Esquire. 3. Thomas Westley, Esquire. 4. Joseph Richardson, Esquire.
 5. Mathew Smith Esquire, (Surviving Executor of the last will and testament of James Clutterback, Esquire deceased)
 6. Richard Troward, Gentleman. 7. James Ford, Esquire, 8. Jacob Franco and Francis Franco Esquires (the only surviving acting executors of the last Will and Testament of Raphael Franco, Esquire, deceased)
 9. William Morland, Esquire and Thomas Hammersley, 10. Charles Greenwood and William Sleigh, Esquires 11. Thomas Skinner and Robert Wilkes Esquires 12. Harvey Christian Combe, George Shum, John Currie,

Nathaniel Newnham and Nathaniel Wright
 12. Albany Wallis, Richard Ford and
 Thomas Hammersley and also by an
 indenture of two parts of 14 June 1793,
 both indentures inrolled in Court of
 Common Pleas, in the Theatre Royal Drury
 Lane and all leasehold messuages, lands
 tenements and hereditaments belonging to
 the said theatre and also the Patents,
 granted to the Proprietors of the said
 Theatre for all such terms, estates and
 interest, together with all Scenes,
 Machines, Dresses, Decorations and all
 other the property, goods, chattels, and
 effects belonging to the said Theatre
 Royal, and also contracts for leases and
 patents entered into by the Proprietors
 of the Theatre with the Duke of Bedford -
 have been assigned to Albany Wallis,
 Richard Ford, and Thomas Hammersley upon
 trust by three hundred several indentures
 to grant and bargain sell to the several
 persons who had subscribed to the proposal
 to raise £150,000 on the security of the
 Theatre on 300 shares of £500 and who had
 paid £100 on each share and who would
 pay a further £150 and agreed to pay the
 remainder as prescribed by the said
 proposal, a clear sum of two shillings and
 six pence for every night of performance
 in the intended new Theatre Royal in Drury
 Lane from the opening thereof for the
 term of 103 years from 25 December 1791
 together with free admission.

7. Consideration: On 7 Jan 1792 £100 paid to Messrs Ransom,
 Morland and Hammersley for share 101 and on
 18 June 1793 a further £150 paid by
 William Siddons.

8. Description of Instrument: Grant ('do grant, bargain and sell')
9. Subject of Transaction: One clear rent of two shillings and sixpence for every night whereon any theatrical or other performance shall be publicly exhibited; also fee liberty and licence and privilege to be present at and see gratis every Theatrical and other performances.
10. Term: 103 years from 25 December 1791 to commence on the day the new theatre shall be opened.
11. Rent: -
12. Clauses: There shall be no more than one person to view the performance and the name of the person shall be annually nominated in writing and entered with the Treasurer of the said Theatre. All assignments of this rent, and privilege to be endorsed on the present deed.
Sheridan, Linley, Willis and Ford shall not be chargeable with the payment of the said clear rent, or of interest, or of the sum of £500. Siddons agrees that he will pay to Wallis, Ford and Hammersley the sum of £100 within 40 days from the opening day of the new Theatre Royal and notice thereof shall be given in the London Gazette or in two or more of the public newspapers, as also the further sum of £150 after deduction of the interest of £5 pre annum for each of the said sums already paid. The grants are made on the express condition that they shall be forfeit if default is made in the payment of these sums, and Wallis,

Ford, and Hammersley shall be at liberty to execute a new grant. If Siddons shall pay the sums agreed within the space of 3 calendar months in lieu of paying at the stated times, then there shall be allowed to him interest on the two sums at £5 per cent per annum from the respective times of payment until 25 March 1794 and if the said theatre shall not open Wallis, Ford and Hammersley or the then Trustees shall pay Siddons £5 per cent per annum interest on the sum of £50 up to the day of the opening of the new Theatre, to be paid within thirty days of the opening.

13. Witnesses: Joseph Clark, Wm Lee. Also 'resealed and delivered by the said Thomas Hammersley, for the purpose of registering in the presence of G. Merrifield, 94 Pall Mall, Justin McCarthy his clerk'.
14. Signatures: Albany Wallis, Rich: Ford, Thos. Hammersley.
15. Place and Date: Eighteenth of June in the thirty-third year of the Reign of our Sovereign Lord George the Third by the grace of God of Great Britain, France and Ireland, King, Defender of the Faith &c. and in the year of our Lord one thousand seven hundred and ninety-three.
16. Seals: Three red seals, (cracked) directly on the surface of green tape threaded through the document, i.e. they are not pendant.
17. Endorsements: 1. Printed (except for number which has been inserted) 'No 101 Theatre Royal, Drury Lane. Rent charge of Two Shillings

and sixpence for every Night of Performance with Privilege of Admission for 103 years from the twenty-fifth of December, One thousand seven hundred and ninety one'. Note added in writing 'A mem ... of ... was registered at twelve at noon of the tenth day of October 1809, No.601.

2. In handwriting 'Memorandum London 18 March 1794 I hereby acknowledge to have received the full payment as also that all interest on the same is settled. For the Trustees Wallis Ford & Hammersley J.S. Bu...at (?)

3. Also a printed form which details filled in records that on 16 January 1805, W.W. Siddons in consideration of £300 assigns to Francis Beckwith of Swithin Lane in the city of London esq., the clear rent of 2 shillings and 6 pence and the licence within mentioned from 1 September 1804. Receipt for sum of consideration signed Wm Siddons and John Robins of Covent Garden.

4. In handwriting there is a note reading 'Rend settl'd up to 1 August 1794 8 August 1797, 1 August 1798, 1 August 1799, 1 August 1800, 16 August 1802'. and 'Paid £6 to 6 Feb 1811.

18. Material: Parchment.

19. Size: 620mm x 522mm with an additional 36mm folded over at lower edge with tape threaded through and sales placed on it.

- 20. Condition: Good but some staining.
- 21. Provenance: Found on p.92 of volume MS 4052
- 22. Notes:

1. Call No: MS 4052/1/107
2. Date: 2 June 1802
3. Language: English
4. Palaeographic Features: Copperplate with some elaborate capitals.
5. Parties: Thomas Stockwell, Batchelor in Divinity, sub dean of the Cathedral Church of Sarum; Arabella Loder, widow, relict and next of Kin of George Loder, late of the city of New Sarum in the county of Wilts, 'sub decanal jurisdiction intestate deceased'.
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Grant of Administration 'grant full power and authority ... to administer and faithfully dispose ...'.
9. Subject of Transaction: Goods, chattels and credits of the deceased George Loder who died intestate.
10. Term: -
11. Rent: -
12. Clauses: Arabella Loder is empowered to recover debts and credits and to pay any debts of the deceased. Arabella Loder is also to be "sworn upon the Holy Evangelists" and to make a perfect inventory of the goods and chattels and exhibit in the Registry of the sub dean of Sarum on or before the

last day of August next ensuing and to render a true account thereof on or before the last day of June 1803.

13. Witnesses: ? William Boucher, Registrar
14. Signatures:
15. Place and Date: Sarum, second day of Jun in the
year of our Lord 1802.
16. Seals: Missing, 1 fragment of parchment
tag only remains.
17. Endorsements: Geo: Loder Int(estate) decd.
18. Material: Parchment
19. Size: 28cm x 210cm 210mm x 290mm
20. Condition: Poor, parchment crumbing along folds.
Needs conservation treatment.
21. Provenance: Found on p.76 of MS Volume 4052.
22. Notes: For records concerning testamentary
matters see Dorothy M. Owen, The
Records of the Established Church in
England excluding periodical records
BRA, Archives and the User No. 1 1970.
p. 44-45.
When a person dies intestate, without
having made a will, the ordinary (ie the
ecclesiastic authority normally having the
jurisdiction in the matter) deposes some
person 'the next and lawful friends of
the deceased' to administer his effects;
such grants of administration were
recorded in a separate journal register,
or at an

earlier period, in the official's register of licences. Executors and administrators alike were required to execute bonds, the condition of which was faithful accounting and exhibition of an inventory of the goods of the deceased. If the ordinary required it, actual accounts of administrations were to be brought into court.'

Dr Owen also cites the following works;

'H. Swinburn, Briefe Treatise of Testaments and Last Willes, 1590; Burn, Ecclesiastical Law, 1763 and H.C. Johnson, introduction to Register of Henry Chichele, vol, ii, Oxford, and Canterbury and York Soc., 1937, and M.M. Sheehan, The Will in Medieval England, Pontifical Academy, Studies and Texts no.6, 1963, provide the most recent surveys of procedure in probate jurisdiction. Publication of wills is, with a few exceptions, confined to abstracts or indexes, so that the form of the will, and of the probate register, is not necessarily well known.'

1. Call No: MS 4052/1/108
2. Date: 26 March 1803
3. Language: English
4. Palaeographic Features: A form, printed by "T Long Towbridge" with names and amounts written in the spaces in a simple copper plate.
5. Parties: Jos. Tanner; Nathl Barton; Tho Roles, Agent of the Wilshire and Western Assurance Society, or Salamander Fire Office.
6. Recited Deeds:
7. Consideration: £2.0s.6d. for the premium and £1.10s.0d. for the duty.
8. Description of Instrument: Receipt for premium paid to the above society.
9. Subject of Transaction: Sum of £1,500 insured by Policy No.31130 against loss and damage by fire.
10. Term: From last Lady Day until next Lady Day.
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: Nathl. Barton, Tho. Roles, agent

15. Place and Date:
16. Seals:
17. Endorsements: 26 March 1803, F. Roles £3.10s.0d.
18. Material: Paper
19. Size: 230mm x 120mm
20. Condition: Good
21. Provenance: Found on p.78 of volume MS 4052
22. Notes:

1. Call No: MS 4052/1/109
2. Date: Undated (c. Jan 1816)
3. Language: English
4. Palaeographic Features: Printed by Brodie and Dowling, Printers, Sarum with inserts in large handwriting of date and name.
5. Parties: -
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: Notice to J. Tanner Esq. to attend the Council House in the city of New Sarum on Monday next, being 15th day of January 1816 at 9 o'clock for the general Sessions of the Peace.
9. Subject of Transaction: -
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: F. Ray, Serjeant
15. Place and Date: -
16. Seals: -
17. Endorsements: "J. Tanner Esq," and also many figures and calculations concerning "small tyths",

cows, hay, wool etc.

- | | | |
|-----|-------------|---------------------------------|
| 18. | Material: | Paper |
| 19. | Size: | |
| 20. | Condition: | Good |
| 21. | Provenance: | Found on p.90 of volume MS 4052 |
| 22. | Notes: | |

1. Call No: MS 4052/1/110
2. Date: 27 March 1819
3. Language: English
4. Palaeographic Features: A printed form with names and amounts of money written in the spaces.
5. Parties: Thomas Roles, agent of the Salamander Fire Office Society, Joseph Tanner Esquire.
6. Recited Deeds: -
7. Consideration: 'One pound five shillings for the Policy, fifteen shillings duty on said insurances according to an Act of Parliament.'
8. Description of Instrument: Receipt for a Policy of Insurance against loss or damage by fire for the undermentioned properties.
9. Subject of Transaction: Dwelling House, Offices, Stable and Granary situate at Alderbury in the occupation of Kendall, Bungay and Northcast ? Thatche?' Tenement in occupation of Ann Lawrence, two tenements in occupation of Brown and Bungay.
10. Term: Until 25 March 1820
11. Rent: -
12. Clauses: Policy will be issued within 21 days to assure the property for three hundred pounds in the event of loss or damage by fire.

13. Witnesses: -
14. Signatures: 'Thos Roles, their agent'
15. Place and Date: -
16. Seals: -
17. Endorsements: -
18. Material: Paper
19. Size: 325mm x 200mm
20. Condition: Good
21. Provenance: Found on p.78 of volume MS 4052
22. Notes: -

1. Call No: MS 4052/1/111
2. Date: Undated. ?mid nineteenth century
3. Language: English
4. Palaeographic Features: A nineteenth century hand; it has a long medial 's' in 'Miss'
5. Parties: -
6. Recited Deeds: -
7. Consideration: -
8. Description of Instrument: This piece of paper appears to be a label which at one time was placed with the Elliott documents. It is written in pencil and reads
'Sundry interesting Bills and, A/cs. Letters & c re Mr Rich. Elliott's marriage to Mss Powell & Miss E Elliotts marriage to Mr Templeman John Comfort's will 1660.
9. Subject of Transaction: -
10. Term: -
11. Rent: -
12. Clauses: -
13. Witnesses: -
14. Signatures: -
15. Place and Date: -
16. Seals: -

- | | | |
|-----|---------------|---------------|
| 17. | Endorsements: | - |
| 18. | Material: | Paper |
| 19. | Size: | 160mm x 100mm |
| 20. | Condition: | Fair |
| 21. | Provenance: | - |
| 22. | Notes: | - |

Note: This page is blank in the original volume

PAGES 393-413

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COMPRISES Title page and pages 1-19 from the publication:
*Canberra, National Library of Australia : MS. 4052/2 1-16 : the
musico-liturgical fragments from the Nan-Kivell Collection / edited
by Gordon A. Anderson & Luther A. Dittmer an-Kivell Collection /
edited by Gordon A. Anderson & Luther A. Dittmer*

Published by Henryville[Pa.] : Institute of Mediaeval Music, c1981

CONTENT Bibliography, abbreviations and detailed description of 16
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PAGES 414-470

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COMPRISES Title page and chapter from Vol 1 of the publication:
Gordon Athol Anderson, 1929-1981 : "in memoriam von seinen Studenten, Freunden und Kollegen
The Progeny of Old Hall : more leaves from a Royal English Choirbook', Margaret Bent (pages 1-54)

Published by Henryville[Pa.] : Institute of Mediaeval Music, c1984

CONTENT Bent's chapter details attempts to identify holdings of fragments from a Royal English Choirbook, together with images of holdings in various international institutions

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