

## Victoria, McPherson Library, Ind.Eng.5

Type	Single sheet parchment, one seal tag with remnants of red wax seal
Date	27 November 1668
Setting	Land Lease
Produced by/for	John Sparrow and Timothy Carutt
Contents	Lease of lands to Timothy Carutt (excepting timber on the property, to which John Sparrow retains the rights)
Names Appearing in Document	John Sparrow, Timothy Carutt, “the widow Newcome”
Names Appearing as Witnesses	William Harrington, Nicholas Potter, Thomas Janin
Region(s)/County	Essex, Black Notley, Sible Hedingham
Property Names	Tripps (Trippes)
Shelfmark	Ind.Eng.5
Location	Shelf 02/B/55
Accession Number	2011-073, Item #3
Physical Description	One sheet of parchment with curved indentations at top edge, part of a larger sheet on which the ‘indenture’ would have been copied out twice, the indented edge serving as a proof of authenticity of the two parts when brought back together. The item is good condition, although there is some staining (from moisture) along the fold line on left hand side, and the ink is deteriorating somewhat overall. Pricking is visible on the extreme left margin, but no horizontal ruling is evident.
Dimensions and notable features are as follows:	
Parchment	655 x 365mm, with 20mm plica (fold) at bottom; plica shows edge of parchment sheet (evidence of offcut from parchment frame) on left side
Text Block	620 x 315mm (measured from top of ascender on first line to bottom of descender on last line), 35mm margin at left
Text	English, 1 column, 37 lines in brown ink, with signature of Timothy Carutt on plica and contemporary notes of witnesses, date, and content on dorse. Secretary Hand.
Seal	A small part of a grainy red-wax seal remains on the seal tag.
Provenance	Donated to UVic by Rex Pendril Brown in 2011, amongst other family legal documents and papers.

Victoria, McPherson Library, Ind.Eng.5  
 Acc. 2011-073, Item #3  
 Indenture of John Sparrow,  
 concerning lease of lands to Timothy Carutt  
 England (Essex) 27 November 1668

1. **This Indenture** made the seaven *and* *twentieth* day of November in the Twentieth yeare of the Raigne of *our* Sovereigne Lord Charles the Second by the grace of God Kinge of England Scotland
2. ffrence and Ireland Defender of the ffayth *et cetera* And in the yeare of *our* Lord God one Thousand six hundered Sixtie and eight **Between** Iohn Sparrow of Sible Hedingham in the County of Essex
3. gentleman of the one parte **And** Tymothy Carutt of Blacke Notley in the County aforesaid Blacksmyth of the other parte **Witnesseth** that the said Iohn Sparrow as well for and in consideracion
4. of the rent Covenantes and agreementz hereafter in and by these *presentes* reserved and comprized which on the parte and behalfe of the said Tymothy Carutt his executoures administratoures and Assignes are to be paid observed
5. performed fullfilled and kept As also for diverse other good causes and consideracions him therevnto especially moveing **Hath** demised granted and to farme letten and by these *presentes* doe demise grant and to
6. farme lett vnto the said Tymothy Carutt All that his Messuage or Tenement Called Trippes with a shopp Barne stable outhouses edifices and buildinges yards gardens orchardes and Backsides to the same belonging
7. and apperteyning And also Two croftes or closes of land therevnto belonging and adioyning conteyning by estimacion six acres more or lesse And as the same now are in the Tenure and ocupacion of the said Tymothy
8. Carutt or his Assignee and Assignes and late were in the tenure or ocupacion of the widdow Newcome or her Assignee or Assignes and are scituate lyeing and being in blacke Notley aforesaid with their and every of their
9. appurtenances Except and alwayes reserved out of this *present* demise and lease vnto the said Iohn Sparrow his heires or Assignes All Timber and Trees now standing groweing or being or which hereafter shall or
10. may be standing growinge and being in and vpon the said demised *premisses* or in and vpon any part or parcell thereof att any time dureing the terme herevnder by these *presentes* granted with free libertie of ingresse

11. egress and regresse to and for the said Iohn Sparrow his heires or Assignes with workemen horses cartes and Carriages for the felling hewing Cutting downe saweing and Carrying away of the said Timber and
12. Trees at all seasonable and Convenient tymes in the yeare doeing as litle hurt or damage to the said Tymothy Carutt his executoures or Assignes as he or they may or can **To have** and to hold the said demised
13. Messuage or Tenement and all other the before demised *premisses* (except before excepted) with their *appurtenances* vnto the said Tymothy Carutt his executoures administratoures and Assignes from the ffeast day of *Saint*
14. Michaell the Arch Angell last past before the date hereof vnto the full end and terme of Eighteene yeares from thense next ensueing and fully to be made compleate and ended **yeildinge** and payeing
15. therefore yearely and every yeare dureing all the said Terme of eighteene yeares vnto the said Iohn Sparrow his heires or Assignes the iust *summ* of six pounds of good and lawfull mony of England
16. at the two most vsual ffeast dayes or Termes in the yeare (that is to saye) at the Annunciacion of the blessed Lady *Saint* Mary the Virgin and *Saint* Michaell the Arch Angell by even and equall porcions at or in
17. the now dwelling house of the said Iohn Sparrow Scituate in Hedingham Sible aforesaid or within one and Twentie dayes next over or after each and every of the said ffeast dayes **Provided** alwayes
18. never the lesse that if it shall happen the said yearely rent of six pounds or any parte thereof to be behind and vnpaid in parte or in all by the space of one and Twentie dayes next after any of the said ffeast
19. dayes in which the same ought to be paid as aforesaid during the said Terme of eighteene yeares That then it shall and may be lawfull to and for the said Iohn Sparrow his heires and Assignes to enter
20. and destreyne in and vpon the *premisses* and the destresse or destresses so taken to lead drive or Carry away deteyne and keepe vntill the said Iohn Sparrow his heires or Assignes be fully satisfied contented and
21. paid And if not sufficient destresse be there to be found into and vpon the before demised *premisses* wholly to Reenter and the said Tymothy Carutt his executoures administratoures and assignes wholly to expell put out

22. and amove of and from the Messuage and *premisses* before demised or any part of them and the same to have againe repossesse and enjoy as in his or their former estate or estates anything herein conteyned to the
23. contrary thereof in any wise not withstandinge **And** the said Tymothy Carutt for himselfe his *executoures* *administratoures* and Assignes and every of them doth Covenant promise and grant to and with the said Iohn Sparrow his
24. heires and Assignes by theise *presentes* in Manner and forme following (that is to say) That he the said Tymothy Carutt his *executoures* *administratoures* and Assignes at his and their owne proper Cost and charges shall and will from time to
25. time and att all times dureing the said terme of eighteene yeares weill sufficiently and substantially repaire amend mayneteyne vphold and keepe the aforesaid Messuage or Tenement shopp Barne stable outhouses edifi[c]es and buildinges
26. in and with all manner of needfull and necessary *reparacions* and *amendmentes* whatsoever And shall and will also at his and their owne proper cost and charges from tyme to tyme alwayes dureing all the said Terme of eighteene yeares keepe scoure
27. clense and mainteyne in an indifferent husbandly and Tenantable Manner all and every the pales postes railles Barrs Gates stiles hedges ditches inclosures of about and belonging to the before mencioned to be demised *premisses* the said Iohn
28. Sparrow his heires or Assignes allowing row Timber for the \same/ And the said Messuage or Tenement shopp Barne stable outhouses edifices and buildinges pales postes railles barrs gates stiles hedges ditches and inclosures soe repaired
29. amended mayneteyned vpholden scoured clensed and kept as aforesaid vnto the said Iohn Sparrow his heires or Assignes at the and of the said terme or sooner determinacion of these *presentes* shall and will peaceablie and quietly
30. leave and yeild up And that he the said Tymothy Carutt his *executoures* *administratoures* and Assignes shall and will dureing all the said Terme in husbandly manner spend imploy and bestow or otherwise leave in and vpon the before demised *premisses*
31. all such haie straw donge Mucke soyle and Compost as shall within the said Terme be raised had or made in and vpon the before demised *premisses* and shall not sell or give away or elsewhere laye spend bestow and imploy the same nor shall not
32. take above Two Cropps of the before demised *premisses* without one wholl summer tilth according to the Custome of the Countrey And that he the said Tymothy Carutt his *executoures* or *administratoures* shall not aliene assigne or sell over this

33. present lease or terme of yeares except to his or their wife child or children or by his or their last will and testament without the consent of the said Iohn Sparrow his heires and Assignes first had and obteyned in writing **And** the said
34. Iohn Sparrow his heires and Assignes doth Covenant promise and grant to and with the said Tymothy Carutt his executoures and administratoures that it shall and may be lawfull to and for the said Tymothy Carutt his executoures administratoures and
35. Assignes payeing the Rent and keeping the Covenantes herein expressed peaceable to have occupie possesse and enjoy all the before demised *premisses* with their *appurtenances* dureing the said Terme hereby demised without the lawfull
36. lett molestacion or eviccion of the said Iohn Sparrow his heires or Assignes or any other person lawfully claymeing by from or vnder him or them **In witness** whereof the parties first above named to theise present Indentures have
37. interchangeable sett to their handes and Seales the day and yeare first above written / .

PLICA:

Timothy Carutt (signature)

DORSE:

(top center)

Sealed and delivered

in the *presence* of vs

William Harrington (signature)

Nicholas Potter (signature)

Thomas Ianin (signature)

(bottom center left, visible when folded)

27<sup>o</sup> November 1668 M.I.

Tymothy Carrut Trippes

Coppyhold.

6 Acres

### Textual Notes

27. The scribe has written /husbanbly/ which is an obvious mistake for the word /husbandly/.

36. The end of line appears to have been scraped and subsequently covered by line fillers.

- Only approximatley 1/3 of the original wax seal remains attached to the document. The

front of the seal appears to have a slight circular indentation – as this is an agreement between John Sparrow and Timothy Carutt, it is possible that the seal is that of John Sparrow, similar to the seals found on Victoria Ind.Eng. 3 and 4.

- The superscript /o/ found on the date visible on the bottom centre left of the dorse is the Latin equivalent of /th/
- The dorse of the document features what are likely three different hands. /Tymothy Carrut/ appears to be written in the same hand as main scribe, the note on /Trippes/ and /Corryhold/ is written in another hand, while the rest of the text is possibly in another hand (lighter ink).