**Victoria, McPherson Library, Ind.Eng.4**

<table>
<thead>
<tr>
<th><strong>Type</strong></th>
<th>Two sheets of parchment, one seal tag with red wax seal and parchment seal cover intact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date</strong></td>
<td>22 April 1676</td>
</tr>
<tr>
<td><strong>Setting</strong></td>
<td>Legal, Commerce</td>
</tr>
<tr>
<td><strong>Produced by/for</strong></td>
<td>John Sparrow and James Coker</td>
</tr>
<tr>
<td><strong>Contents</strong></td>
<td>Large indenture agreement concerning conveyance of lands and property from John Sparrow to James Coker, refers internally to Ind.Eng.3 and Ind.Eng.5</td>
</tr>
<tr>
<td><strong>Names Appearing in Document</strong></td>
<td>John Sparrow (the younger), James Coker, Isaac Grandorge, Timothy Carutt, Richard Symonds, John White (the younger), Margaret White (wife of John White the younger and then John Sparrow the elder), John White (uncle to John White the younger), John Sparrow (the elder), Frances Sparrow (wife of John Sparrow the younger)</td>
</tr>
<tr>
<td><strong>Names Appearing as Witnesses</strong></td>
<td>William Lyngwood, John (Johannes) Aylett, George Stonard, and Thomas Mann</td>
</tr>
<tr>
<td><strong>Region(s)/County</strong></td>
<td>Essex, Black Notley, Sible Hedingham, Braintree, Great Yeldham, Shalford; Hadleigh, New England</td>
</tr>
<tr>
<td><strong>Property Names</strong></td>
<td>Plumptrees (aka “The Bucke”), Great Collingbroke, Little Collingbroke, Tripps, Hayes (aka Eves, or Edes), Homstalls (aka Howsculls) Coadsoules (or Cadsoules) Croft, Eves Meade, Collinbroke Meade, Barding, Gravelpitt Field, Lords Acre, Roundcroft, Churchfield, Homefields</td>
</tr>
<tr>
<td><strong>Shelfmark</strong></td>
<td>Ind.Eng.4</td>
</tr>
<tr>
<td><strong>Location</strong></td>
<td>Shelf 02/B/55</td>
</tr>
<tr>
<td><strong>Accession Number</strong></td>
<td>2011-073, Item #2</td>
</tr>
<tr>
<td><strong>Physical Description</strong></td>
<td>A large sheet of parchment with a smaller, thinner piece of parchment folded into the plica and attached to the seal tag; the main, larger sheet has a slightly curved and indented top edge, ostensibly 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), but this is probably a faux edge in this case, as the sheet is too large to accommodate another of matching size. The item is in good condition, with some minor loss of text and deterioration at fold lines; it is stiff and creased from long folding and difficult to open. Pricking is visible at both left and right margins, and both pieces of of parchment are ruled in plummet.</td>
</tr>
</tbody>
</table>

Dimensions and notable features are as follows:

| **Parchment** | Main sheet is 720 x 630mm, with 35mm plica (fold) at bottom; additional sheet folded into plica measures 685 x 265mm |
| **Text Block** | Main sheet text fills 675 x 570mm (measured from top of ascender on first
<table>
<thead>
<tr>
<th><strong>Text</strong></th>
<th>English text is in 1 column of brown/black ink, continuous from main sheet (72 lines) to inserted sheet (28 lines. Signature of John Sparrow is on plica, and an additional 10 lines of text describing the contents in detail is on the dorse (in the same hand), along with contemporary notes of witnesses, general content, and date. Text is in a late Secretary Hand, written by the same scribe who wrote Ind.Eng.3.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Seal</strong></td>
<td>Extant seal of grainy red wax is in good condition, still in parchment cover.</td>
</tr>
<tr>
<td><strong>Provenance</strong></td>
<td>Donated to UVic by Rex Pendril Brown in 2011, amongst other family legal documents and papers.</td>
</tr>
</tbody>
</table>
1. **This Indenture** made the Two and Twentieth day of Aprill in the Eight and Twentith yeare of the Reigne of our Sovereigne Lord Charles the second by the grace of God of England Scotland

2. ffrance and Ireland king defender of the faith et cetera And in the yeare of our Lord God 1676 Betweene Iohn Sparrow of Hedingham Sible in the County of Essex gent of thone parte and Iames Coker of

3. Brayntree in the County aforesaid gent of tother parte Witnesseth that for and in consideracion of the summe of Eight hundred and one pounds of Lawfull money of England to him the said

4. Iohn Sparrow in hand well and Truely paid by the said Iames Coker att and before the sealing and delivery of these presents The Receipt whereof the said Iohn Sparrow doth hereby acknowledge

5. And thereof and of euery parte thereof doth acquitt exonerate and discharge the said Iames Coker his heires executours administratours and assignes and euery of them by these presents And for divers other

6. good causes and consideracions therevnto moueing He the said Iohn Sparrow hath granted remised released and confirmed and by these presents doth grant remise release and confirme vnto the said James Coker in his

7. actuall possession now being by vertue of A bargaine and sale thereof to him made for a yeare in consideracion of Tenn shillings by Indenture beareing date the day before the date hereof and of the statute for

8. Transferring of vses into possession and to his heires All that ffreehold messuage or Tenement antiently called or knowne by the name of Plumtrees and now commonly called or knowne by the name of the

9. Bucke scituate and being in Blacke Notley in the County aforesaid And the Greate Barne Quarnehouse and Cowhouse stable and Hayhouse with the dovecoate the courtyard and all other the ffree yards gardens

10. and orchards to and with the said messuage belonging or in any wise apperteyneing or therewithall now vsed occupied letten or enjoyed now in the occupation of Isaac Grandorge Clerke And all those Two closes or
11. parcels of errable land heretofore called by the name of Hayes alias Eues alias Edes being freehold whereof One is now called by the name of Great Collinbroke conteyneing by estimacion Eight acres more or

12. lesse And the other of the said Two closes is now called by the name of Little Collinbroke conteyneing by estimacion ffourre acres more or lesse adioyning to Great Collinbroke And also one parcell of meadow or

13. mowing ground being ffreehold conteyneing by estimacion Two acres and an halfe more or lesse And also all that Coppyhold messuage or Tenement comonly called or knowne by the name of Tripps or

14. otherwise and all the houses edifices and buildings yards gardens and orchards to the said last mencioned messuage or Tenement belonging or in any wise apperteyning And all those Customary Lands meadows and

15. pastures heretofore belonging to the said last mencioned messuage or Tenement conteyneing by estimacion Sixeteene acres whereof Two closes conteyneing by estimacion Sixe acres are now letten

16. and vsed to and with the said messuage or Tenement called Tripps And all those closes of customary land called or knowne by the name or names of Homestalls alias Howsculls and coadsoules croft alias cadsoules

17. Croft holden by Coppy of Court Roll of the Mannor of Blacke Notley Hall in Blacke Notley aforesaid As all the said Messuages and Tenements lands and all other the premisses are scituate lying and being in

18. Blacke Notley aforesaid and are now in the seuerall occupacions of the said Isaac Grandorge and Timothy Carutt blacksmith their or one of their assignee or assignes Lessees or vndertenants and

19. also all other the ffreehold and Copyhold messuages houses buildings Lands meadows pastures Tenements and hereditaments whatsoever of him the said Iohn Sparrow scituate lying and being in Blacke Notley

20. aforesaid all which closes and parcels or the Greatest parte of them now vsed and enjoyed with the said messuage called Plumtrees or the Bucke and herein intended to be granted and conveyed are now called

21. or knowne by the seuerall names of Great Collinbroke Little Collinbroke Eues meade Collinbroke meade Barding Gravell pittfield Lords acre Roundcroft Churchfeild and the Homefeilds being Two parcels
22. of pasture behind the stable And the revercion and revercions remainder and remainders of all and euery the premisses And all the estate right title Interest clayme and demand whatsoever of him the said Iohn Sparrow

23. of in and to the said messuages or Tenements and all other the premisses herein mentioned and intended to be conveyed and of in and to euery parte and parcell thereof which said freehold messuage or Tenement and other the

24. freehold premisses being formerly the Inheritance of Richard Symonds late of Blacke Notley aforesaid gent deceased did heretofore by good and Lawfull means and Conveyance come vnto Iohn White late

25. of Great Yeldham in the said County gent deceased And by and after his death did Lawfully come and descend vnto Iohn White late of Shalford in the said County of Essex and before of Hadleigh in New

26. England yeoman as vncle and heire of the said Iohn White deceased And by him the said Iohn White the vncle by Indenture of Bargaine and sale bearinge date the ffourth day of Aprill in the

27. yeare of our Lord One Thousand Sixe hundred and Sixty ffour Made betweene the said Iohn White the vncle of thone parte And Margarett White of Great Yeldham aforesaid widow late the wife of the

28. said Iohn White deceased of the other parte the said freehold messuage and other the freehold premisses were bargained and sold to the said Margarett White for one whole yeare And by one other Indenture

29. of grant and Release beareing date the ffifth day of Aprill in the said yeare of our Lord One Thousand Sixe hundred and Sixty ffour Made betweene the said Iohn White the vncle of Thone parte

30. and the said Margarett White of Thother parte the said messuage called Plumtrees and the said other premisses being freehold were for good and valuable considerac[i]ons conveyed vnto the said

31. Margarett White and to her heires and assignes forever All which said freehold messuage and premisses after the death of the said Margarett White who before was the wife of Iohn Sparrow gent deceased did

32. come and descend vnto the said Iohn Sparrow party to these presents as sonne and heire of the said Margarett White And the said Iohn Sparrow party to these presents for the consideracion aforesaid doth hereby
33. grant bargaine and sell vnto the said James Coker all and all manner of writeings evidences Fynes deeds Coppyes of Court Rolls escrpts and muniments that doe touch or concerne the premisses or any parte 

34. thereof which now are or shall be in the Custody of the said John Sparrow/ To have and to hold the said messuage called Plumtrees alias the Bucke and the said parcells of Land called Great and Little Collinbroke and all and every such other parte of the premisses aboue mentioned to 

35. be granted and released as are ffreehold with Thappurtenances vnto the said James Coker and his heires and assignes foreuver to the onely vse and behoofe of him the said James Coker and of his heires and 

36. assignes foreuver Of the cheefe Lord or lords of the ffee or ffees of whom the said ffreehold premisses are holden by the rents and services therefore due and of right accustomed And to have and to hold the 

37. said customary messuage or Tenement called Tripps and the said Two closes in the ocupacion of the said Timothy Carutt and all and every such other parte of the premisses as are Coppyhold or Customary land 

38. vnto the said James Coker his heires and assignes foreuver by Coppy of Court Roll att the will of the Lord of the said mannor of Blacke Notley Hall according to the custome of the said mannor 

39. And the said John Sparrow party to these presents for him and his heires the said messuage called Plumtrees alias the Bucke and all other the premisses aboue mentioned to be granted and released being ffreehold 

40. with Thappurtenances to him the said James Coker and his heires against him the said John Sparrow party to these presents and his heires and against the heires of the said Margarett White shall and 

41. will warrant and forever defend by these presents And the said John Sparrow party to to these presents for him selfe his heires executours administratours and assignes and for euery of them doth by 

42. these presents covenante promise and grant to and with the said James Coker his heires executours administratours and assignes and euery of them in manner following That is to say that he the said John Sparrow 

43. party to these presents att the time of the sealeing and deliuery of these presents is and standeth lawfully seised of and in the said messuage or Tenement called Plumtrees and the seuerall parcells of Land called Greate
44. *and* Little Collinbroke *and* of all other the premisses being freehold herein *and* hereby mentioned *and* intended to be granted released *and* conveyed with Thappurtenances of a good absolute *and* indefeasible estate of

45. Inheritance to him *and* his heires without any manner of Condition Contingency vse or limitacion whatsoever whereby to alter change vse or determine the same And also that he the

46. said John Sparrow now hath a good estate right title *and* Interest in the said Coppyhold messuage called Tripps *and* in all other the premisses herein mentioned being Coppyhold to him *and* his heires by

47. Coppy of Court Roll att the will of the Lord according to the Custome of the said manor of Blacke Notley Hall And also that he the said John Sparrow party to these presents now hath in himselfe full power good

48. right *and* Lawfull authority to grant release *and* convey the said messuage called Plumtrees alias the Bucke *and* the said Two parcels of Land called Great *and* Little Collinbroke *and* all other the premisses herein

49. mentioned being freehold with Thappurtenances vnto the said James Coker *and* his heires according to the intent *and* True meaning of these presents And also that he the said James Coker his heires

50. *and* assignes shall *and* may att all times hereafter peaceably *and* quietly have hold vse occupy possess *and* enjoy the said messuage or Tenement called Plumtress alias the Bucke *and* the said Two parcels of Land called

51. Great *and* Little Collinbroke *and* all *and* every other the freehold premisses herein mentioned *and* intended to be hereby granted *and* released with Thappurtenances and also the said Customary messuage or

52. Tenement called Tripps *and* all such other parte of the premisses herein mentioned *and* intended to be surrendred as are Coppyhold with Thappurtenances without the lett suite trouble or interrupcion of

53. him the said John Sparrow party to these presents his heires or assignes or of the heires or assignes of the said Margaret White or of any other person or persons whatsoever now having or which

54. att any time hereafter shall or may haue or clayme to haue any estate right title or Interest of in or to the said freehold *and* Coppyhold messuages Lands Tenements or hereditaments *and* premisses
55. or of in or to any parte thereof by from or vnder them or any of them their or any of theirs estate or estates right title or Interest And also that the said messuage called Plumtrees alias the

56. Bucke and the said Two parcells of Land called Great and Little Collinbroke and all and every other the premises [her]ein and hereby ment and intended to be granted and released being freehold with

57. Thappurtenances and every parte thereof now are and be free and cleare and soe att all times hereafter shall [soe] remaine and Continue vnto the said Iames Coker his heires and assignes freely and clerely

58. acquitted exonerated and discharged or otherwise vpon reasonable request to be made to the said Iohn Sparrow party to these presents his heires executours administratours and assignes or to any of them by

59. the said Iames Coker his heires or assignes well and sufficiently saved and kept harmless and indempnifyed by him the said Iohn Sparrow his heires executours administrators and assignes of and from

60. all former and other guifts grants bargaines sales leases mortgages jointures and dowers and Namely of and from the jointure and dower of ffrances now wife of the said Iohn Sparrow party to these

61. presents And also of and from all intayles wills statutes merchant and of the staple Recognizances judgements executions fynes yssues fforfeitures rents charges rents secke arrerages of rent

62. and of and from all other titles troubles charges and incombrances whatsoeuer had made done committed or occasioned or wittingly or willingly suffered by him the said Iohn Sparrow party

63. to these presents or by the said Margarett White or by any other person or persons whatsoever by their or either of their meanes cause consent defalt or procurement The Rents and services

64. henceforth to growe due and become payable to the cheefe Lord or Lords of the ffee or fees whereof the said ffrehold premisses holden onely excepted and foreprized And also that the said

65. Coppyhold messuage called Tripps and the said Two closes of Land therewithall vsed and all other the premisses herein mentioned which are Coppyhold now are and be And soe shall continue vnto the said
66. James Coker his heires and assignes acquitted and discharged of and from all former bargaines sales surrenders charges fynes quitrents forfeitures and incombrances whatsoever had made or

67. done or suffered to be done and committed by the said John Sparrow party to these presents or by any other person or persons by his means cause consent defall or procumement The rents and services henceforth

68. henceforth to growe due and become payable for the said Copyhold messuage and other the premisses herein mentioned being Copyhold to the Lord of the manor of Blacke Notley hall

69. aforesaid excepted And one Lease of the said messuage called Plumptrees alias the Bucke and of other the freehold lands and Copyhold lands and premisses herein mentioned and which are in the

70. ocupacion of the said Isaac Grandorge Made by Articles of Agreement bearing date the Seaventeenth day of August 1671 from the said John Sparrow party to these presents to the said Isaac

71. Grandorge for the Terme of Sixe yeares from Michaelmas day in the said year of our Lord God 1671 att the yearly rent of Thirty pounds payable at the Lady day and Michaelmas day yearely

72. dureing the said Terme And also one other Lease of the said Copyhold messuage called Tripps and the Lands and other the premisses in the ocupacion of the said Timothy Carutt by Indenture

73. [BEGINNING OF INSERTED SHEET] beareing date the Seaven and Twentieth day of November in the yeare of our Lord God One Thousand Sixe hundred Sixty and eight Made betweene the said John Sparrow of Thone parte and the said

74. Timothy Carutt of the other parte ffor the Terme of Eighteene yeares from the feast day of Saint Michaell Tharchangell then last past before the the date of the said recited Indenture of Lease att the

75. yearely rent of Sixe pounds payable att the Lady day and Michaelmas day yearely dureing the said Terme onely excepted and foreprizd which said yearely rent of Thirty pounds and Sixe pounds shall

76. be henceforth payable to the said James Coker his heires and assignes dureing the Continuance of the said seuerall and respective Leases herein recited And the said John Sparrow party to these presents
77. for himselfe his heires executours administratours and assignes and for euery of them
doeth hereby further Covenantete promise and grant to and with the said Iames Coker his
heires and assignes and euery of

78. them That he the said Iohn Sparrow party to these presents his heires and assignes And
the said ffrrances his wife and all and euery other person and persons which now haue or
pretend to haue any

79. estate right title or Interest of in or to the said messuage called Plumtrees alias the Bucke
and to the said Two peeces or parcells of Land called Great and Little Collinbroke and to
all other

80. the freehold Lands Tenements and premisses herein and hereby ment and Intended to be
granted and released with Thappurtenances or to any parte thereof by from or vnder him
the said Iohn Sparrow or Margarett White shall and will from time/ to time and

81. att all times hereafter vpon the reasonable request and att Thonely Costs and Charges in
the Law of the said Iames Coker his heires and assignes make doe acknowledge suffer
execute

82. Levy and finish or cause to be made done acknowledged suffered executed Levyed and
finished vnto the said Iames Coker his heires and assignes All and euery such further and
other Lawfull and

83. reasonable act and acts thing and things devices conveyances and assurances in the Law
whatsoever for the further better and more perfect and absolute conveying assureing and
suremakeing and

84. confirmeing the said messuage called Plumtrees alias the Bucke and the said parcells of
Land called Great and Little Collinbroke and all other the premisses aboue mentioned
and herein and hereby

85. intended to be granted and released being ffreehold with Thappurtenances vnto the said
Iames Coker his heires and assignes foreuuer Bee it by fyne or fynes ffeoffement or
ffeoffements deed or deeds

86. inrolled or not inrolled release confirmacion or otherwise and by all and euery of the said
wayes or meanes or by any other Lawfull and reasonable wayes meanes conveyance and
assurance

87. whatsoever As by him the said Iames Coker his heires or assignes or by his or their
Councell learned in the Law shall be reasonably devised or advised and required Soe as
the party or
88. partyes required to doe the same be not compelled or compellable to Travaile aboue Thirty Miles from his or their owne dwellings or places of Abode for the doing thereof And soe as such

89. further assurance doe not conteyne any other or Larger Covenants and warranty then are herein mencioned And also that he the said Iohn Sparrow and his heires vpon the like reasonable

90. request to be made to him or them by the said James Coker his heires or assignes shall and will duly and Lawfully according to the Custome of the said Mannor of Blacke Notley hall convey

91. and surrender into the hands of the Lord of the said mannor The said Copyhold messuage or Tenement called Tripps and the said Two closes or parcells of Land now therewithall

92. vsed and all other the Customary Lands Tenements hereditaments and premises aboue mencioned in the seuerall occupaciones of the said Isaac Grandorge and Timothy Carutt with their and euery of

93. their appurtenances To the vse of the said James Coker and of his heires and assignes foreuer to hold to him his heires and assignes att the will of the Lord according to the Custome of the same mannor

94. The same Copyhold premises att the time of such surrender made being acquitted and discharged of all yssues ffynes and other dutyes due and payable to the Lord of the said mannor for the

95. same The quitrents and fynes for the admittance of the said James Coker his heires and assignes to the said Copyhold premises Onely excepted And lastly it is hereby fully and absolutely

96. condiscended concluded and agreed vnto and vpon by and betweene the said partyes to these presents That all and euery ffyne and ffynes and other assurances which hereafter shall be had made ackno

97. acknowledged suffered and executed of and vpon the said messuage called Plumtrees alias the Bucke and all other the ffreehold lands Tenements hereditaments and premises or of and vpon any parte

98. thereof by and betweene the said partyes or any of them their or any of their heires or assignes shall be and shall enure and soe shall be deemed expounded adiudged and taken

99. to be and envre to and for Thonely sole and proper vse and behoofe of him the said James Coker and of his heires and assignes foreuer and to or for none other vse or vses intentions or
100. purposes whatsoever *In Witnes* whereof the partyes above named to these present Indentures Interchangably have sett their hands and Seales the day and yeare first aboue written /

PLICA:
Iohn Sparrow (signature)

DORSE:
(top center left)
Sealed and delivred in the presence of us
W Lyngwood (signature)   Thomas Mann (signature)
Iohannes Aylett (signature)
George Stonard (signature)

(center)
Menid that it is agreed betweene the within named Iames Coker and the within named Iohn Sparrow party / to these presents before then Sealing and deliuer of these presents that if he the said Iohn Sparrow shall and / doe produce and deliuer or cause to be deliuered vnto the said Iames Coker his heires and assignes the deed or deeds / writeing or writeings uncancelled by which the free simple of the freehold messuage Lands and Tenements / within mencioned to be granted and released now passed and Conveyed out of the within named Richard / Symonds or Iohn Symonds his Brother deceased to the person or persons to whom the same was soe made and / from and vnder whom the said Iohn Sparrow doth deriue his title in and to the premisses That then he the said / Iames Coker his heires or assignes shall not nor will sue or Trouble the said Iohn Sparrow vpon any / of the Covenants within mencioned if the Title of the premisses be questioned further then against the / said Iohn Sparrow or his act or the act of the within named Margarett White or the heires of / either of them

Iames Coker (signature)
Iohn Sparrow (signature)

(bottom center right, visible when folded)
Ml.
The Conveyance of the Bucke in Blacke Notley from Mr. Sparrow to Mr. Coker 1676 22º April

Trips

**Textual Notes**

7. The text refers to the agreement detailed in Victoria Ind.Eng.3
15. At the end of line the parchment appears to have been scraped, with the words /are now/ written over one area, and /_ __/ written over the end of the line.

16. Due to folding and creasing, reading of lines 16, 17, 36, 37, 56, and 57, is hampered.

20. The words / all which closes and parcells / have been written over an area that has been scraped.

26. The document referred to here has not yet been found extant, though there are a couple of National Archives documents that have Margaret and John White (before his death) in a property dispute in 1656, allied with other members of the Sparrow family in Sible Hedingham.

28. The document referred to here and in line 29 is also not known to be extant.

29. The end of the line has been scraped and covered with 'XX' to fill the line. This is repeated at line 30.

70. The document referred to here has not been found extant; however, the will of Isaac Grandorge is available at the National Archives.

74. The document referred to here is Victoria Ind.Eng.5.

- Throughout this document the scribe has used dashes ( _ _ _ ) as line fillers to prevent future textual additions.
- The signatures on the dorse of this document help to verify the names and signatures found on Victoria Ind.Eng.3.
- The added text on the dorse of this document is written in the same hand as the contents of this document as well as the contents of Victoria Ind.Eng.3.
- The additional text block found on the dorse of this document has not been separated in lines in this transcription; however, line breaks have been indicated by a forward slash '/'.
- The mark found on the dorse bottom centre right and visible when folded appears as an 'M'. This mark has no visible connection to the contents of the document, and it appears as though it is from a later period. Possibly the mark is an identification or shelf mark used for easy retrieval.
- The word /Trips/ visible in the bottom centre right when the document is folded, is written in a distinct and separate hand and ink from other text found on the document.
- The date of 22nd April as found on the dorse (bottom centre right) – the superscript /o/ is the Latinate equivalent of /th/.