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

<table>
<thead>
<tr>
<th>Type</th>
<th>Single sheet parchment, one seal tag with remnants of red wax seal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>27 November 1668</td>
</tr>
<tr>
<td>Setting</td>
<td>Land Lease</td>
</tr>
<tr>
<td>Produced by/for</td>
<td>John Sparrow and Timothy Carutt</td>
</tr>
<tr>
<td>Contents</td>
<td>Lease of lands to Timothy Carutt (excepting timber on the property, to which John Sparrow retains the rights)</td>
</tr>
<tr>
<td>Names Appearing in Document</td>
<td>John Sparrow, Timothy Carutt, “the widow Newcome”</td>
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<tr>
<td>Names Appearing as Witnesses</td>
<td>William Harrington, Nicholas Potter, Thomas Janin</td>
</tr>
<tr>
<td>Region(s)/County</td>
<td>Essex, Black Notley, Sible Hedingham</td>
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<tr>
<td>Property Names</td>
<td>Tripps (Trippes)</td>
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<tr>
<td>Shelfmark</td>
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<td>Location</td>
<td>Shelf 02/B/55</td>
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<tr>
<td>Accession Number</td>
<td>2011-073, Item #3</td>
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<tr>
<td>Physical Description</td>
<td>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.</td>
</tr>
</tbody>
</table>

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. |
This Indenture made the seaven and twentieth day of November in the Twentieth yeare of the Raigne of our Soveraigne Lord Charles the Second by the grace of God Kinge of England Scotland.

ffrance and Ireland Defender of the ffayth et cetera And in the yeare of our Lord God one Thousand six hundred Sixtie and eight Between Iohn Sparrow of Sible Hedingham in the County of Essex.

gentleman of the one parte And Tymothy Carutt of Blacke Notley in the County aforesaid Blacksmith of the other parte Witnesseth that the said Iohn Sparrow as well for and in consideracion.

of the rent Covenantes and agreementz hereafter in and by theise 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.

performed fullfilled and kept As also for diverse other good causes and consideracion him therevnto especially moveing Hath demised granted and to farme letten and by theise presentes doe demise grant and to

carme 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.

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 occupacion of the said Tymothy.

Carutt or his Assignee and Assignes and late were in the tenure or occupacion 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.

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

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 theise presentes granted with free libertie of ingress.

27 November 1668
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 little 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 ffest day of Saint

14. Michaell the Arch Angell last past before the date hereof vnto the full end and terme of Eighteene yeares from thesse next ensuie 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 sum of six pounds of good and lawfull mony of England

16. at the two most vsual ffest 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 ffest 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 ffest

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 premises 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 Tymothoy Carutt for himselfe
his executours administratours 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 Tymothoy Carutt his executours administratours 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 edifices 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 Term of eighteene yeares keepe scoure

27. clense and mainteyne in an indifferent husbandly and Tenantable Manner all and every
the pales postes railes Barrs Gates stiles hedges ditches inclosures of about and belonging
to the before mentioned to be demised premises the said Iohn 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
railes 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 end 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 Tymothoy Carutt his executours administratours
and Assignes shall and will dureing all the said Term in husbandly manner spend imploy
and bestow or otherwise leave in and vpon the before demised premises

31. all such haie straw donge Mucke soyle and Compost as shall within the said Term be
raised had or made in and vpon the before demised premises 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 premises without one wholl summer tilth
according to the Custome of the Countrey And that he the said Tymothoy Carutt his
executours or administratours 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 executoure and administratoure that it shall and may be lawfull to and for the said Tymothy Carutt his executoure administratoure and

35. Assignes payeing the Rent and keeping the Covenantes herein expressed peaceablie 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 witnesse** whereof the parties first above named to theise present Indentures have

37. interchangeablie sett to their handes and Seales the day and yeare first above written /

PLICA:
Timothy Carutt (signature)

DORSE:
(top center)
Sealed and delivere
d in the presence of vs
William Harrington (signature)
Nicholas Potter (signature)
Thomas Ianin (signature)

(bottom center left, visible when folded)
27º November 1668 M.I.
Tymothy Carrut Trippes

Copyhold.
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 Latinate 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 /Coppyhold/ is written in another hand, while the rest of the text is possibly in another hand (lighter ink).