

SUMMARY: The document below is the copy enrolled on the Close Rolls on 16 April 1561 of an indenture dated 2 April 1561 between Robert Burbage (d.1575) of Hayes Park Hall, son and heir of Thomas Burbage (d.1560), esquire, and John Elyott or Elliot, mercer, of the parish of St Mary Bow in London, and his wife, Eleanor, by which Robert Burbage conveyed the manor of Theobalds alias Tongs and other manors in fee-farm at an annual rent of £83 to John and Eleanor Elyott.

According to the *OED*, fee-farm is ‘that kind of tenure by which land is held in fee-simple subject to a perpetual fixed rent, without any other services’. The sale in fee-farm to the Elyotts thus did not constitute an outright sale in fee simple.

Oxford’s father-in-law, William Cecil, later Lord Burghley, acquired the Elyott’s fee-farm interest separately before 11 December 1563, and by indenture of that date purchased the fee simple of the manors from Robert Burbage (see TNA C 54/662, No. 8).

In his will (see TNA PROB 11/57/448), Robert Burbage states that he sold the manor of Tongs [=Theobalds alias Tongs] to Lord Burghley:

*Item, I do also require you that there be paid yearly unto my brother, Edmund Burbage, his annuity which I granted unto him of four marks by the year going out of the manor of Tongs before I sold the same unto my Lord Treasurer, and so much the rather because I stand bound to my Lord Treasurer in recognizance to save him harmless for the said payment of four marks by the year, which recognizance may be extended upon such lands of mine in Middlesex which I have executed estate unto you; I have found my foresaid brother very natural unto me and that is all the countenance that he hath to take to.*

Although the link between the family of Robert Burbage of Park Hall in Hayes, Middlesex, and the family of the builder of the first London theatre, James Burbage, has not been found, Robert Burbage of Park Hall bore the same Burbage coat of arms as James Burbage’s son, Cuthbert Burbage. See the pedigree of Burbage of Park Hall in Armytage, George John, ed., *Middlesex Pedigrees as Collected by Richard Mundy*, (London: Harleian Society, 1914), Vol. LXV, p. 80 at:

<https://archive.org/stream/middlesexpedigre65mund#page/78/mode/2up>.

See also the pedigree of Cuthbert Burbage in Howard, Joseph Jackson and Joseph Lemuel Chester, eds., *The Visitation of London*, (London: Harleian Society, 1880), Vol. XV, p. 121 at:

<https://archive.org/stream/visitationoflond01stge#page/120/mode/2up>.

For the testator’s manor of Cowley Peachey see:

'Cowley: Manor', in *A History of the County of Middlesex: Volume 3*, Shepperton, Staines, Stanwell, Sunbury, Teddington, Heston and Isleworth, Twickenham, Cowley,

Cranford, West Drayton, Greenford, Hanwell, Harefield and Harlington, ed. Susan Reynolds (London, 1962), pp. 172-174 <http://www.british-history.ac.uk/vch/middx/vol3/pp172-174>.

It would appear that John Elyott and his wife, Eleanor, parties to the indenture below, were John Elliott, outlawed for debt in 1566, and his wife, Eleanor Newton (for whose will see TNA PROB 11/73/55). Eleanor Newton Elliott (d.1588) was the sister of Lord Cobham's wife, Frances Newton (d.1592), one of Queen Elizabeth's favourite gentlewomen (see the *ODNB* entry).

John Elyott was the eldest son and heir of John Elyott, for whose will, dated 27 October 1557, in which he terms himself 'of Stortford parsonage within the diocese of London' and 'mercier', see Waters, Henry F., *Genealogical Gleanings in England*, New Series (1907), (Baltimore: Genealogical Publishing Company, 1969 reprint), p. 898 at:

<https://archive.org/stream/genealogicalglea02wate#page/898/mode/2up>.

For the pedigree of Elyott which, although the details given for his marriage are in error, shows John Elyott of London as the eldest son and heir of John Elyott of Stortford in Hertfordshire, see *The Visitations of Essex, Part I*, pp. 48-9 at:

<https://archive.org/stream/visitationsofess13metc#page/48/mode/2up>.

In the pedigree of Elyott on pp. 191-2 of the same volume the details of his marriage are given correctly. See:

<https://archive.org/stream/visitationsofess13metc#page/192/mode/2up>.

Waters, *supra*, also clarifies another error in the Elyott pedigree, i.e. that Sir Thomas Elyott was the son of Edward Elyott, not, as erroneously stated in the *Visitation of Essex*, pp. 48-9 and pp. 191-2, *supra*, the son of John Elyott and his wife, Eleanor of the indenture below. See p. 909 at:

<https://archive.org/stream/genealogicalglea02wate#page/908/mode/2up>.

The indenture below is followed by a recognizance dated 16 April 1561 acknowledged by Robert Burbage to John Elyott for performance of the conditions of the indenture.

LM: Indentur{a} int{er} Rob{er}tum Burbage Ar{migerum} et Ioh{ann}em Elyott & al{ia}

This indenture made the second day of April in the third year of the reign of our Sovereign Lady Elizabeth by the grace of God Queen of England, France and Ireland, Defender of the Faith etc., between Robert Burbage of Hayes Park Hall in the parish of

Hayes in the county of Middlesex, esquire, of thone party, and John Elyott, citizen and mercer of London, and Eleanor, his wife, of the other party;

Witnesseth that the said Robert Burbage for and in consideration of a certain sum of money by the said John Elyott and Eleanor to the said Robert Burbage at and before th' ensealing hereof well and truly contented and paid, whereof and wherewith he, the said Robert Burbage, knowledgeth himself well and truly satisfied, contented and paid, and thereof and of every part and parcel thereof doth clearly exonerate, acquit and discharge the said John Elyott, his heirs, executors and administrators forever by these presents, hath given, granted, bargained and sold in fee-farm and by these presents doth give, grant, bargain and sell in fee-farm unto the said John Elyott and Eleanor all that the manor of Theobalds otherwise called Tongs in the parish of Cheshunt in the county of Hertford with all and singular the rights, members and appurtenances thereof, and all those his manors of Clays, Darcies, Cresbroke, ThomWillyams and Clerkes, with all and singular the rights, members and appurtenances thereof set, lying and being in the said parish of Cheshunt in the county of Hertford;

And all those his messuages, tofts, mills, dovehouses, gardens, orchards, lands, tenements, meadows, pastures, leasows, feedings, woods, underwoods, rents, reversions, services, courts leet, law-days, views of frankpledge, wards, marriages, reliefs, escheats, franchises, liberties, fines, amerciaments, perquisites of courts and all and singular other profits, commodities & advantages whatsoever to the said manors and every of them or any of them belonging or appertaining and which be now accepted, reputed and taken as part, parcel or member of them or any of them;

And all and singular those messuages, lands, tenements and hereditaments within the said county of Hertford which descended and came unto the said Robert as son and heir of Thomas Burbage, esquire, deceased, father to the said Robert Burbage;

And all those his lands, tenements and hereditaments in Enfield in the county of Middlesex;

And also all and singular other his manors, lands, tenements and hereditaments with th' appurtenances whatsoever situate, lying and being as well in the said parish of Cheshunt as elsewhere wheresoever within the said county of Hertford;

Together with all and every the deeds, chres [=charters?], terriers, escripts, writings and muniments touching or concerning only the premises or only any part or parcel thereof, as many whereof as be now in the hands, custody or possession of the said Robert or of any other to his use or by his delivery which he may lawfully come by without suit in the law, the said Robert for him, his heirs, executors and administrators covenanteth and granteth to and with the said John Elyott, his executors and administrators, by these presents to deliver or cause to be delivered unto the said John Elyott, his heirs or assigns, at the now dwelling-house of the said John Elyott situate and being in the parish of Saint Mary Bow within the said city of London on this side and before the feast of Pentecost next ensuing the date hereof;

To have and to hold all and every the said manors, lordships and all and singular other the premises with th' appurtenances to the said John Elyott and Eleanor and the heirs and assigns of the said John Elyott to the sole and proper use of the said John Elyott and Eleanor and of the heirs and assigns of the said John Elyott forever;

Yielding & paying therefore yearly to the said Robert Burbage, his heirs and assigns, forever in the name of a fee-farm four score and three pounds of good and lawful money of England at the feasts of Saint Michael th' Archangel and th' Annunciation of Our Lady the Virgin by even portions, and doing therefore suit of court to the court of the manor of the said Robert Burbage of Cowley Peachey in the county of Middlesex twice in the year forever, that is to say at the next court there to be holden yearly after the feast of Saint Michael th' Archangel and the next court there to be holden yearly after the feast of Easter, being thereunto lawfully summoned and warned, at the mansion house of the said manor of Theobalds alias Tongs;

And if it happen the said farm or yearly rent of £83 to be behind in part or in all at any of the said feasts in the which the same ought to be paid, or if the said suit shall not be done in form aforesaid, then it shall be lawful and the said John Elyott and Eleanor for them and th' heirs and assigns of the said John Elyott granten and agreeen by these presents that the said Robert Burbage, his heirs and assigns, at all times and from time to time shall and may into all the said manors and all other the premises enter, there to distrain for the arrearages of the said yearly rent and for not doing the suit aforesaid, and the distresses so there taken to lead, drive and carry away and with them to retain until the arrearages of the said yearly rent of £83 be fully satisfied and paid and 3s 4d for not doing of the said suit at any of the said courts;

And if it happen the said yearly rent or farm of £83 to be behind unpaid in part or in all by the space of six weeks next after it ought to be paid as is aforesaid, being lawfully demanded at the mansion house of the said manor of Theobalds alias Tongs, the said John Elyott and Eleanor for them and the heirs and assigns of the said John Elyott further granten and agreeen that then and so often as it shall happen the said yearly rent of £83 to be behind and unpaid, the said Robert Burbage, his heirs and assigns, shall and may enter into all and singular the premises there to distrain for the sum of five pounds of good and lawful money of England in the name of a pain over and besides th' arrearages of the said yearly rent, and the distress and distresses there from time to time to be taken for the same pain to lead, enchase(?), drive, carry away and impound until the said pain or penalty be also fully satisfied, contented and paid;

Provided always that if it fortune the said farm or yearly rent of £83 to be behind unpaid in part or in all by the space of four months next after either of the said feasts of Saint Michael th' Archangel and th' Annunciation of Our Lady in the which it ought to be paid as is aforesaid, being notoriously and publicly demanded at the said mansion house of the said manor of Theobalds alias Tongs by the said Robert Burbage, his heirs or assigns, in any of the said feast-days in which the said rent or any part thereof ought to be paid, and the arrearages of the said rent afterward within the space of four months not tendered or

offered to be paid by the said John Elyott and Eleanor or one of them or the heirs or assigns of one of them or by some other in their behalf or in the behalf of any of them unto the said Robert, his heirs or assigns, at the now mansion house of the said Robert within the parish of Hayes in the said county of Middlesex, that then and from thenceforth it shall well be lawful to the said Robert Burbage, his heirs and assigns, into all and every the said manors and other the premises with th' appurtenances to re-enter and the same to have again, retain, repossede and re-enjoy as in his or their former estate or estates forever, and that then and from thenceforth this present bargain and sale to be utterly void, frustrate and of none effect, anything herein to the contrary thereof contained in any wise notwithstanding;

And the said Robert for him, his heirs, executors, administrators and assigns and every of them covenanteth, promiseth and granteth to and with the said John Elyott, his heirs, executors, administrators and assigns and every of them by these presents that as well the said John Elyott and Eleanor and the heirs and assigns of the said John Elyott, as also the said manors and all and singular other the premises and every part and parcel thereof at all times hereafter and from time to time shall be free and clearly exonerated and discharged or by the said Robert Burbage, his heirs or assigns, from time to time saved and kept harmless of and from all and every former bargains, sales, leases, jointures, dowers, estatutes, recognizances, rentcharges and of and from all other titles, charges and encumbrances whatsoever had, made, done, caused or procured by the said Robert Burbage and the said Thomas Burbage or either of them or by any other person or persons by their means or procurement or by the means or procurement of either of them, all leases made of the premises or any part thereof by the said Thomas Burbage or by the said Robert whereupon [*continued on the following membrane*] the old and accustomed rents or more are reserved and shall be yearly payable during the continuance of the same leases unto the same John Elyott and Eleanor and the heirs and assigns of the said John Elyott, and the jointure and dower of Eleanor Burbage, widow, late wife of the said Thomas Burbage, and one annuity or yearly rentcharge of twenty marks of good and lawful money of England granted by the said Robert to Ninian Burbage, his brother, which is to have continuance for four years yet to come if the same Ninian so long do live, and one other annuity of [sic?] yearly rentcharge of four marks granted by the said Robert Burbage to Edmund Burbage, one other of his brothers, for term of the life of the same Edmund, and the rents, customs and services for all and singular the said manors, lands, tenements and premises with th' appurtenances now and from henceforth to be due to the chief lord or lords of the fee or fees thereof, and also the said yearly rent or farm of £83 above reserved and yearly to the said Robert Burbage, his heirs and assigns, to be rendered, yielded and paid as is aforesaid forever only except and forprised;

And the said Robert Burbage for him, his heirs, executors and administrators, covenanteth and granteth to and with the said John Elyott, his executors and administrators by these presents that he, the said John Elyott, and Eleanor, his wife, and the heirs and assigns of the said John Elyott shall or may at all times from henceforth lawfully have, hold, occupy and enjoy the said manors and all and singular the premises bargained by these presents according to the true intent, purport and meaning of the same

without any manner of lawful expulsemēt or eviction of any person or persons claiming by reason of any title or interest before the date of these presents, except before except;

Moreover the said John Elyott for him, his heirs, executors and assigns covenanteth to and with the said Robert Burbage, his heirs, executors and assigns by these presents that he, the said John Elyott, his heirs executors, administrators and assigns and every of them at all times and from time to time during the life of the said Eleanor Burbage shall acquit and discharge or save and keep harmless the said Robert Burbage, his heirs, executors, administrators and assigns and every of them as well against the said Eleanor Burbage, her executors, administrators and assigns, for and concerning all such jointure and dower as she, the said Eleanor Burbage, her executors, administrators and assigns or any of them might, should or ought to claim, challenge, levy, ask or demand of and in any the manors, lands, tenements or hereditaments of the said Robert Burbage, as also against the said Ninian and Edmund Burbage and every of them and th' executors, administrators and assigns of every of them of, for and concerning the said several annuities or yearly rentcharges of twenty marks and four marks before in these presents excepted;

And further it is covenanted, condescended, concluded and agreed between the said parties and the said Robert Burbage for him, his heirs, executors and administrators covenanteth and granteth to and with the said John Elyott, his executors and administrators, that he, the said John Elyott, and Eleanor, his wife, and the survivor of them and the heirs and assigns of the said John Elyott shall and may yearly during the life of the said Eleanor Burbage detain, defalk, recoup and retain to the proper use of the said John Elyott and Eleanor, his wife, and the heirs of the said John Elyott of the said yearly rent of £83 the yearly sum of £35 of lawful money of England, anything in these presents contained to the contrary notwithstanding, and without offence or breach of the proviso or condition of re-entry before in these presents contained;

And that also the said John Elyott and Eleanor, his wife, and the survivor of them and the heirs and assigns of the said John Elyott shall and may yearly during four years next ensuing the date hereof, if the said Ninian so long do live, in like manner detain, defalk, recoup and retain of the residue of the said yearly rent of £83 the sum of twenty marks of lawful money of England, anything in these presents contained to the contrary notwithstanding, and without offence or breach of the proviso or condition of re-entry before expressed;

And also that the said John Elyott and Eleanor, his wife, and the survivor of them and the heirs and assigns of the said John Elyott shall and may in like manner yearly during the life of the said Edmund Burbage detain, defalk, recoup and retain of the residue of the said yearly rent of £83 the yearly sum of four marks of lawful money of England, anything before in these presents contained to the contrary notwithstanding, and without offence or breach of the said proviso or condition of re-entry before in these presents contained;

And furthermore the said Robert Burbage for him, his heirs, executors, administrators and assigns and every of them covenanteth, promiseth and granteth to and with the said

John Elyott, his heirs, executors, administrators and assigns and every of them by these presents that he, the said Robert Burbage, his heirs, executors and assigns and every of them at all times hereafter and from time to time within the space of two years next ensuing the date of these presents, being thereunto reasonably required, for the further and better assurance, surety and sure making of all and every the said manors, messuages, lands, tenements and hereditaments and other the premises before by these presents granted and letten to fee-farm with th' appurtenances to be had, made and assured unto the said John Elyott, his heirs and assigns, in fee-farm in manner and form aforesaid, except before excepted, shall do, knowledge and suffer to be done, suffered and knowledged all and every such further act and acts, thing and things as by the said John Elyott, his heirs, executors and assigns or any of them or by his or their counsel learned in the law shall be reasonably devised or advised, be it by fine with warranty against the said Robert Burbage, his heirs and assigns, recovery, enrolment of these indentures, release with like warranty, or otherwise by any kind of ways or means whatsoever without warranty at the only costs and charges in the law of the said John Elyott, his heirs, executors or assigns, so always as any of the said devises shall not in any wise extend to drown or extinguish the said yearly rent of £83 or any part thereof or of the said rent or pain of five pounds or of the said condition of re-entry before in these presents expressed;

In witness whereof the parties aforesaid to these indentures interchangeably have set their hands and seals, given the day and year first above-written.

Et memorand{um} q{uo}d decimo sexto die Aprilis Anno sup{ra}d{i}c{t}o p{re}fatus Rob{er}tus Burbage venit coram d{i}c{t}a domina Regina in Cancellar{ia} sua apud West{monasteriu}m et recognouit Indenturam p{re}d{i}c{t}am ac om{n}ia & singula in eadem contenta & specificata in forma sup{ra}d{i}c{t}a

[=And be it remembered that on the sixteenth day of April in the year abovesaid the forenamed Robert Burbage came before the said Lady the Queen in her Chancery at Westminster and acknowledged the indenture aforesaid and all & singular in it contained & specified in form abovesaid.]

LM: Recognizance between John Elyott and Robert Burbage, esquire

Robert Burbage of Hayes Park Hall in the county of Middlesex, esquire, having appeared personally before the Lady Queen in her Chancery, acknowledged himself to owe to John Elyott, citizen & mercer of London, six hundred pounds of good & lawful money of England, to be paid to the same John Elyott or his designated attorney or executors at the feast of Pentecost next to come after the date of this recognizance;

And if he shall not have done [+so], he grants that the said money be levied of his lands, tenements, goods & chattels, wheresoever they may be found, to the use of the same John Elyott, his executors & assigns;

Witness at Westminster on the sixteenth day of April.

The condition of this recognizance is such that if the above bounden Robert Burbage, his heirs, executors, administrators and assigns and every of them do well and truly observe, perform, fulfil and keep all and singular the covenants, grants, articles, condescends and agreements contained, specified and declared in a pair of indentures of bargains and sale made between the said Robert Burbage of the one party and the above-named John Elyott and Eleanor, his wife, of the other party, whose date is the second day of April in the year abovesaid which on the part and behalf of the said Robert Burbage, his heirs, executors, administrators and assigns and every of them are to be observed, performed, fulfilled and kept, that then this recognizance to be void and of none effect, or else to stand and abide in all his full power, strength and virtue.

LM: Recogn{itio} int{er} Ioh{ann}em Elyott et Rob{er}tum Burbage Ar{migerum}

1 Rob{er}tus Burbage de Hayesparkehalle in Com{itatu} Midd{lesexia} Armig{er} coram d{omi}na Regina in Cancellar{ia} sua p{er}sonalit{er}

2 constitutus recognouit se debere Ioh{ann}i Elyott Ciui & m{er}cero London sexcentas libras bone & legalis

3 monete Angl{ie} Soluend{as} eidem Ioh{ann}i Elyott aut suo c{er}to attorn{ato} vel executorib{us} suis in festo

4 Pentecostes p{ro}x{imo} futur{o} post dat{um} huius recognic{i}o{n}is Et nisi fec{er}it concessit q{uo}d d{i}c{t}a pecunia leuet{ur} de

5 t{er}ris ten{ementis} bonis & catallis suis ad opus & vsum ip{s}ius Ioh{ann}is Elyott executor{um} & assign{atorum} suor{um} vbicumq{ue}

6 inuent{is} fu{er}int T{este} apud West{monasteriu}m xvj die Aprilis

LM: Indentur{a} int{er} Ioh{ann}em Elyott & al{ias} et Rob{er}tum Burbage Ar{migerum}

[ENTIRE INDENTURE ABOVE COPIED A SECOND TIME, WITH ACKNOWLEDGEMENT BY JOHN ELYOTT AND HIS WIFE ELEANOR]

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Et memorand{um} q{uo}d die & Anno sup{ra} d{i}c{t}is p{re}fati Ioh{ann}es Elyott & Elianora venerunt coram d{i}c{t}a domina Regina in Cancellar{ia} sua apud West{monasteriu}m et recognouerunt Indenturam p{re}d{i}c{t}am ac om{n}ia & singula in eadem contenta & specificata in forma Sup{ra} d{i}c{t}a

[=And be it remembered that on the day & year abovesaid the forenamed John Elyott & Eleanor came before the said Lady the Queen in her Chancery at Westminster and acknowledged the indenture aforesaid and all & singular in it contained & specified in form abovesaid.]