

**C 54/ 1939, no. 23 : Gifford & Biddolph**

Dated 18 April 1608, but signed 28 February 1608

To all true Christian people to whom these present writings indented shall come Humfrey Gifford of Bruede in the county of Stafford esquire sendeth greeting in our Lord God everlasting whereas Raphe Sheldon of Beoley in the county of Worcester esquire in and by one indenture bearing date the twentieth day of October in the nine and twentieth year of the reign of our late sovereign Queen Elizabeth made between the said Ralph Sheldon on the one part and one Francis Biddulph now deceased and the said Humfrey Gifford on the other part for the consideration in the said indenture mentioned did grant and confirm into the said Francis Biddulph and Humfrey Gifford their heirs and assigns for ever one annuity or yearly rent charge of one hundred pounds of lawful money of England to be yearly issuing and going out of all that the said Raphe Sheldon his manor of Upton Owlde in the county of Worcester aforesaid and out of all that the said Raphe Sheldon his lands tenements meadows leasows pastures and hereditaments situate lying and being in Upton Owlde aforesaid in the said county of Worcester to have hold enjoy and yearly to receive the said annuity or annual rent of one hundred pounds unto the said Francis Biddulph and Humfrey Gifford their heirs and assigns for ever to the only use and behoof of them the said Francis Biddulph and Humfrey Gifford their heirs and assigns for ever to be paid unto the said Francis Biddulph and Humfrey Gifford their heirs and assigns at the dwelling house of one Roger Gifford esquire in Warwykes Lane within the City of London at two times in the year that is to say on the first day of May and the first day of November by even portions the first payment thereof to be made on the first day of May then next ensuing together with several sums of six pounds to be forfeited in the name of a paine [penalty] for any default of payment of the said rent at the days limited for payment thereof to any month after every default of payment in and by which indenture it was also provided that if the said Raphe Sheldon his heirs executors administrators and assigns should be disposed or desirous at any time afterwards to extinguish or discharge the said annuity or yearly rent of one hundred pounds and to discharge the said manor lands and tenements and all other the premises thereof and should accordingly content and pay unto the said Francis Biddulph and Humfrey Gifford their heirs executors and assigns the sum of one thousand and one hundred pounds of lawful money of England for the same annuity or yearly rent at one whole and entire payment after such notice and warning and at days and times and places and in such sort manner and form as in the said indentures are mentioned and expressed that then from and after such payment in manner and form as in the said indenture is mentioned the said indentures of grant of the said annuity or yearly rent should cease and be utterly void and of no effect as in and by the said recited indenture to the which relation be had more at large it doth and may appear. Now know ye that the said Humfrey Gifford surviving the said Francis

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Biddulph for and in performance of a decree before this time had and made in His Majesty's High Court of Exchequer Chamber in a cause there depending between the said Raphe Sheldon and Edward Sheldon esquire son and heir apparent of the said Raphe complainants and the said Humfrey Gifford and others defendants and for divers other good causes and considerations him the said Humfrey Gifford thereunto especially moving hath remised released acquitted discharged and for ever quit claimed and by these presents doth for himself and for his heirs executors and administrators clearly fully absolutely remises releases acquits discharges and for ever quit claims to the said Raphe Sheldon his heirs and assigns for ever the said annuity or yearly rent of one hundred pounds and also all and all manner arrearage of the said annuity or early rent before mentioned and all manner of *nomine penes* and sums of money forfeited or to be forfeited for the payment of the said yearly rent or of any part thereof And all his their and any of their estate rights titles interest claims demands whatsoever of in or to the same And also all manner of actions suits debts duties and demands whatsoever that he the said Humfrey Gifford his heirs executors or administrators or hereafter shall or may have against the said Raphe Sheldon his heirs executors or assigns any other person or persons touching or in any wise concerning the said annuities or yearly rent before mentioned and the arrearages thereof and the sum and sums of money forfeited or to be forfeited for not payment thereof so as neither the said Humfrey Gifford nor his heirs executors and administrators or assigns nor any of them [HAVE] any right title action duty claim or demand of in or to the arrearages thereof or of any part thereof nor of in or to the said sums of money forfeited or to be forfeited in the name of a paine at any time hereafter shall or may have or claim but of and from the same and every part thereof shall be forever barred and excluded by these presents

In witness whereof to this one part of these presents indented remaining with the said Raphe Sheldon the said Humfrey Gifford his hand and seal hath put And to the other part thereof remaining with the said Humfrey Gifford the said Raphe Sheldon his hand and seal hath put. Given the last day of February in the [sixth] year of the reign of our sovereign Lord James by the grace of God of England, France and Ireland king defender of the faith and of Scotland the one and fortieth

Acknowledged in Chancery 18 April 6 James [=1608]

### **C 54/1939, no. 24 : Dormer and Dormer**

A similar document was made by Sir Robert and Sir John Dormer, summarized here.

Whereas Raphe Sheldon by indenture of 20 October 1588 did give and grant to Robert Dormer and John Dormer forever one annuity or yearly rent charge of £144 arising out of Raphe Sheldon's manor of Guy's Dichford and Freeman's Dichford alias Sheldons Dichford county Worcester in the parish of Blockley...to the only behoof and enjoyment of Robert Dormer and John Dormer...to be paid at the late dwelling house of one Roger Gifford esquire in Warwicks' Lane...on 1 May and 1 November by even portions...together with several sums of £9 to be forfeit in the

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name of a paine [penalty]...for every month after default of payment. In which indenture it was also provided that if Raphe Sheldon should be desirous to extinguish the said rent charge...he should pay £1600...at one whole payment.

Now...for the performance of a decree made in His Majesty's Court of Exchequer Chamber Robert Dormer and John Dormer do exonerate and quitclaim Raphe Sheldon and Edward Sheldon of the rent charge, arrears and all manner of *nomine penes* and sums of money forfeited or to be forfeited

Signed and sealed the last day of April in the sixth year of king James [1608]

Memorandum that on 1 May of the year above Robert Dormer and John Dormer came before the king in Chancery and acknowledged the above deed

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