

**A**rticles of oþre mite and agreements had made & agreed vpon by Twentie dayes of Maþer in  
þe English reþer of þe reþigne of our souverayne Lord þe þaunce by þe gracie of God, of England, Scotland þe þaunce  
and Irelân King, þe þaunce of þe ffreþre ge **S**etþrene Wallen Young Esquier, Robert Branswill gent  
þe þaunce Hugh Newton & Simon Vye þeyoun þe þaunce of certame of þe þisþ lands of Holton in þe County of  
Sþebur of Hous þis: And William Dicke Esquier, John Sampson, John Turling, John Branswill, Robert Branswill  
John Burnard, Thomas Blakelaw, John Gress, Edward Dicke gentlman, Walter Macty, þayþe Capte  
Thomas Edward, Robert Walle, John Holwill, Edward Bagwell, Richard Newton, John Butter, John Weston,  
Philipp Migele & Peter Turton gentlmen, þayþe þe þaunce of Holton aforesaid whiche are comonly called ou þe wron  
þe name of þe Twentie men of þe said þaunce of Holton parþe ab forewroþ, vizt:

1. **Item** it is agreed betwene thysaid ptesd, That the parish wch is banded wth iron, having three locks & three keys shall forthwith bee putt in sure conve-  
nient place ad shalbes thought most fittest & safte from yoll & spoile of evill wchond & other casuall accideute, And theron shalbe reposed & putt the charters of his  
purchase of the manor of Holton aforesaid together with all pcoffers deedes leases evidentes mymre wchintre & other Assurance concerning all thysaid parise lands  
hence to bee safte kept vnder hisaid locks & keyed to his vse of the parishioners of thysame parish whch now bee and wch spocast after shalbe forfumeure. Of his wch kyng  
one shall remayne in thys custodie of hisaid pcoffers, and theron two kynges in thys howll custodie of hisaid twenty men ad shalbe hymselfe most conuenient by thysaid  
pcoffers & twenty men or his more vte of hym.

2. **Item** it is also agreed betwene thysaid ptesd, That for his receipt of his rents issued thysaid casuallie & profitte of all thysaid parise lands of Holton aforesaid, one or  
two Bailli or Bailliis shalbe elected & chosen yearly as wch said wednesdays next after Easter day by thysaid pcoffers & twenty men, or his more vte of hisaid pcoffers &  
twenty men for thys tyme being, wch said Bailli or Bailliis shall contynue & execute thysaid Office one yeare vnto longer time if it shalbe so thought god  
and conuenient by thysaid pcoffers & twenty men or his more vte of hym (and hisaid Bailli or Bailliis agreeing therunto) The same Bailli or Bailliis shall  
also once evey year in his hys shalbe Bailli or Bailliis videt alle & singuler pcoffers liss landes of Holton to set wch any wast spoile or disturbance bee  
done in or vpon any of thysame landes, And if any wast spoile or draye or other materiall thing bee found in vpon or concerning thysaid lande in pnynt of hym  
parishioners of Holton aforesaid, to signifie thysame to some of thysaid pcoffers & twenty men his next Sundae following after such wast drayes or other  
materiall thing so found, to shew that spedite informacion of such abuse may bee gadd, wch said Bailli or Bailliis shall haue his vertue the allowance for  
his travails in & about thys gaderon of his owne said Office as other Bailli or Bailliis heretofore haue had, or more if it shalbe so thought god by thysaid  
pcoffers and twenty men or his more vte of hym.

3. **Item** it is likewise agreed betwene thysaid ptesd, that thysaid Bailli or Bailliis from tyme to tyme so to bee elected & chosen, before his or thys shall intermeddles or  
have to do with his or thys said office shall ente into Bond to one of thysaid twenty men or to hys, in sum a sufficient summe of money ad shalbe  
equall to his or thys receipt, to bring in & give vpp unto his Auditours ad scaldes appoynted, a pfect & true acount of all esgagis the vermeled rente profitte casuallie  
summes of money wch shall come to his or thys hands, or wch bee or thys maye receave wchout sume of lande. And that thysame Acownt shall yerele bee made & deliuered to thysaid  
Auditours wch in sixt & twentys daies after Easter day, wch Acownt thysaid Auditours shall retayne vnde & cast, vnde finding any certeyn faults or troubls haueyn  
before somany of thysaid pcoffers & twenty men ad shalbe pson, wch said Acownt solteryn audited levede & cleared, Thysaid pcoffers & twenty men having the  
keyes of thys foynd pcoffers, shall putt into thysame pcoffers, thys to remayne to bee seene att all tyme of occasion so require, And thys surplisage of money remayning vpon day  
sug Acownt shall foyndlyke bee paid & deliuered to his Auditours ad shalbe appoynted in that behalfe.

4. **Item** it is also agreed betwene thysaid ptesd, that before any lease or grant of any pte of thysaid parise lands of Holton shall passe or bee letter to any son or sond wchathow  
that thysaid pcoffers & twenty men or his more vte of hym shall att some conuenient tyme or hymselfe meete & conferte togidre about thys graunting leasinge or letting therof to consider of  
thysaid, and haueyn to give thys advice & counsele what shalbe fittest to bee done in that behalfe: Of wch meetinge & conferte so to bee had, the Vicar Minister or pson Clarke  
for his tyme beynge shall gide warning in his churche att his moringys prayer in his said churche in his tyme as followeth vyz: Neighbors his daies after Evening prayer, or sylver  
daies, Conference is to bee had about thys leasinge or letting of sug a Tenement, or sylver pte of ground leasinge in sylver place beynge of thys lande, At wch conference yh hat bee 2  
pcoffers & twenty men myl bee pson.

5. **Item** likewise it is agreed betwene thysaid ptesd, that his sale for leasinge, setting or lettynge of thysaid pson landes or any pte therof shalbe made in sylver open and  
conuenient place wchare strangers maye haue access to offer & to haue gaine for his tyme ad and then haue to bee letter leased or graunted for his benefite of thysaid pson  
and wch also his residens of thysaid parise lands of Holton (boeing wchyn of his pcoffers or twenty men) maye haue & see what is done in that behalfe wch also maye quide  
him adiuste & conferte about his leasing or letting therof (if neede so require) or to make offere for estatute of thys tyme wch aut hym haue to bee leased or graunted, and thys  
Chapman to bee haue.

6. **Item** it is also agreed betwene thysaid ptesd, that no lease or graunte hereafter bee made of any pte or ptes of thysaid pson lande to any son or sond wchathow either for tyme  
of life or lites years or years or elsewher, but only att his publicqu meeting aboue mentoned, and hat also by his generall consent of his more vte of thysaid pcoffers & his more vte of his  
twenty men, And hat syl an esdale or lease so graunted, thysaid pcoffers & twenty men wch him one & twentys daies next after request vnto hym to bee made by his buyer therof shall  
signe seals & deliuer ad thys deede, so ad it bee exhibid & offered unto hym in writing made in due forme of lease lond according to thys agreement & vpon reasonable rate made vpon  
payne of ffe feylding for any waite to bee paid by any of thysaid pcoffers wch shall refus so to seal & deliver thysaid; wch forfeture and payne is to bee paid to his Bailli  
or Bailliis of thys lande aforesaid to his vse & behooffe of his peple of thysaid parise. And hat evey syllease so to bee made shalbe incert, the Counterpane of thys deede  
fooyewk after his sealing therof bee putt into his foynd pcoffers tyme to bee kept.

7. **Item** it is also agreed betwene thysaid ptesd, that if any of thysaid pcoffers & twenty men shall att any tyme haue after taft vpon hym or hym to make any lease or  
leases, graunte or grauntes of any of thysaid pson lande to any son or sond contrary to his tyme meyning & intent of his former churtale, that hym hisaid son or sond for  
offending & euy of hym shall forfet & paye unto his Bailli or Bailliis of thysaid pson lande of Holton for his tyme leasinge, his sume of ffe five pounds of currant Englyssh money  
and also his value of his tyme so leased or graunted, beynge valued ad it scaldes work to be sold, The same forfetured to bee to his vse & behooffe of his peple of thysaid  
parise according to his wch of thysaid pcoffers & twenty men or his more vte of hym.

8. **Item** it is likewise agreed betwene thysaid ptesd, that thysaid stipend or sume of ffe five pounds of laufull money of Englyssh arysing & growynge of his tyme  
receyved & profitte of his foynd pson lande shalbe yeresdes beslowen & employed to & for his manutynge & kepyng of a Schole wch in the toun of Holton aforesaid  
to haue conueniente forfaw, And that his residens of his tyme issyed rebouned casuallie & profitte yeresdes comynge arysing & growynge of in & vpon thys foynd  
parise lande over & about thysaid yeresdes stipend or sume of ffe five pounds shalbe expyded & beslowen to his tyme condiclye purpyses & deedes of gaule  
ad pson stetes best mette & conuenient vnto his pcoffers & twenty men of thysaid parise of Holton for his tyme leasinge or his more vte of hym ad from tyme to  
tyme att his son or sond tyme to bee put in trust for his tyme vtilite & profit of his parishioners of thysame.

9. **Item** it is also agreed betwene thysaid ptesd, that if any of thysaid pcoffers or twenty men shall obtemperis wilfullly or unadvisedly take vpon hym  
out hym to comynge & beslowen thysaid rents rebouned & sumes of money to any vse or vset, wchent the condiclye of the most vte of thysaid pcoffers & twenty men  
haue unto first god and obtained (exceyt some smalle sume of ffe thre shillings four pence or vnder) That hym hisaid son or sond so offending & euy of hym shall  
forfet & paye unto his Bailli or Bailliis of thysaid pson lande of Holton for his tyme leasinge double his value of sug money ad by hym or any of hym shalbe  
so conuced & beslowen: The wch money so forfetured shalbe beslowen to his vse & behooffe of his peple of thysaid parise of Holton according to his discretion  
of his wch of thysaid pcoffers & twenty men, by his consent of his more vte of hym.

10. **Item** to the intent that all fraude & detryst of thysaid pcoffers wch maye happen hereafter, maye bee avoyde: It is agreed betwene thysaid ptesd, that none of thysaid pcoffers  
shall hold occupye or emoye by any lease or graunt to bee made hereafter, any of thysaid parise lande wchyn or wchathow haue aut infroffed, And that none of thysaid  
pcoffers deince or exerce pribilie or aperellie, dircellie or indecellie his consent of any his felowe pcoffers or any of thysaid twenty men, That hym his  
wch or wchidren maye haue access to emoye any lease or graunt of thysaid pcoffers or any pte of thysame, And that none of thysaid pcoffers or twenty  
men give hym consent to passe any syllease or graunte to bee made or graunted hereafter, But that all & euy lease & graunte of thysaid pcoffers or  
any pte or ptes therof hereafter to bee made or graunted, shalbe graunted in sylver soule ad it maye bee wch least daunger & greatest profit to his  
tyme wchathow of his parise of Holton.

11. **Item** it is likewise agreed betwene thysaid ptesd, That euy of thysaid pcoffers & twenty men shall from tyme to tyme vpon laufull notice or  
warninge, gide hym & his diligent attendante & treble for his leasinge or letting of thysaid lande aforesaid, or for his god ordynance or well employnge  
of his tyme rebouned & profitte comynge & growynge of thysame, vpon pena of two shillings six pence a ppeare of euy of hym from tyme to tyme making  
defauult, To bee paid to his Bailli or Bailliis of thysaid parise lande of Holton for his tyme leasinge to his vse of his peple of thysaid parise without faynes  
or oþer grete cause shalbe lott & in hym to do his or hym indabour hymselfe The same lott ou faynes to bee adiudged by the wch of thysaid pcoffers &  
twenty men.

12. Item it is also agreed betweene his said plcs, & hat if any of the foysaid Twentie men wylt nowe acc, or wylt at any tyme hereafter shalbe nominated elected or appointed, shall att any tyme shewe hymselfe to deale contrarye to the trust in hym reposed, or to bee insuffisant, obfinate or unlawfully inclinid to forue hym owne affections, and wylt not bee tractable to yeld hym condicente to fysing and videris ad fiscum tunc to tunc shalbe thought most meete & conuenient for his benefyce & behooffe of the paunche of Bedforde aforesaid according to the good likeinge of his most xte of his rest of his said Twentie men and ffcoffers, that he shal and maye bee lawfull to e for his rest of his said Twentie men & ffcoffers by his vndisirerit of his most of hym selfes to dismiss exclud & putt out of hym selfes & company his said yson & yson so beynge found to bee obstatte wilfull or insuffisant, and in his ou hym place & places to nominate elect & appoint some other meete & suffisant yson or yson to supply the place & places of them & eyn of them so dismissed & excludid.

**13. Item** It is likewise agreed between the said parties, That if any of the said Twenty men wch nowe are ou gevesta ffor shalbee, happen to bee removed & bee no  
louysholdes within this tyme, That then the said yson & yson so remoived shall no longer bee any of the said Twenty men of the paunce of Holton, but shall be excludid and  
also from thenceforth ffited of all forfetaurus privyde & penaltie to be apppon hem ou hym whiche be inflicted by reason of these Articles of Holtonke: And that insteide  
ffit of the said Twenty men shall happen to bee remoived ou dyng, That then sene other yonest men of the said yse shalbee elected nominated & appponed and putt in the  
place of them so remoived ou delected, by sene other of the said Twenty men & sene of the said fflefford as shall be then albe ou the more yte of hem, and that to hym the space  
of halfe a yere next & immedately after sene remoiving ou deate of the said tyme: Apppon payne of ffifte schillings to bee paid to the Baillife or Bailliffes of the paunce  
lands of Holton aforesaid for the tymis boding, to the bste of the peple of the said paunce, by any one of the same fflefford & Twenty men then beeing albe, other hem sene  
to doo gis ou their dutie in this election & appponment. Provided alwayes that warning bee given in this behalfe by the Vicar, Minister ou paunce clark for  
the tymis boding, as in the fourth Article is before expressed. Or else no penaltie in this Article to bee forfited.

14. Item it is also agreed betwixen the said parties, That wch son so wch said ffroffers shall come to the number of thre, That then by same thre ffroffers and  
the said Twentie men or the more yte of them for the tyme beynge, shall within one moneth next after heysaid ffroffers shalbe in number but leysse, nominate electe & appoint a  
competente number of newe ffroffers, unto wchome heysaid ytre old ffroffers shall by god & sufficient wchayance in the land, att the wchste of the parise of Woluton aforesaid,  
whch affractid dayes then next followinge conveye & assurte all sure londe tenementes & gooditaments ad heysaid old ffroffers stand stede of, in trust, to heysaide  
bandfitt of the foresaid parise of Woluton, To haue and to holdle heysame londe tenementes & gooditaments to heysaid newe ffroffers & their godes forwe, to i  
heysame usd that heysaid old ffroffers nowe stand stede of ou to sure other usd & purposed ad then att the tyme of thair sucour heysaid ffroffers shalbe agreed upon by the  
said Twentie men of the ytre of Woluton for the tyme beynge on heys moneth yte of them, Upon heysdale penaunce & penalties hereafter expredd, That is to saye,  
Upon payne of Twentie shillings to bee paid by eyn old ffroffer for dyni workes that he or they shall refusse or dehaire the tyme to doo hym duchies hymyn : -  
and upon payne of ffeve shillings to bee paid by eyn of heysaid Twentie men for dyni workes that he or they shall negleit hym duchies in his behalfe,  
The same penas & forfeitures to bee paid to heysaid ytre Baillife or Bailliffs for the tyme beynge to the ytre of the poore of heysame ytre, And if that nos  
eson ou yson shalbe att any tyme hereafter bee admitted to bee one of the Twentie men of heysaid parise of Woluton, but sum onely ad place willingly rebont  
by writinge bider god or heys godes & stales to heysaid ffroffers aforesaid, bounde to obserue xperme fullie & keape alle & any heys dertulde & agremet in these ytre  
contayned, according to the purport and true meanynges of heysame, wch on god or heys ytre are or ought to bee performed & kept, ad other heys Twentie men  
heys newe haue rebonted & faithfully promysed /

15. Item It is also agreed by his said party, that fourteene somt honeste & discrette yson or yson be appointede & compounded wthm to do & execute wth in the foyers of  
Wolton, these Officers hereafter expellid, That is to say, to exercysse & execute the Office of the Blakke of ty mearekett for & vnder the autoritie of the Mestres of the wch  
lands of Wolton aforesaid, and his same Officer from tyme to tyme according to his mearekett lawes & the privalidge of the Gouernour of Wolton aforesaid, greately to late & greate  
his same libertie & privalidge of his said yse, wch for want of exercyse may be infringed: And he shalbe to kepe the Court of Wipondred the morrowe after day of  
the fearenes wch shallbe golden & lete wthm his said yse of Wolton, as is lawfull by the two patents of Wolton aforesaid, and as is also in other fearenes byd and  
accustomed: And he shalbe to bee a Notarie to registerre & keape a Booke of all such matierall matters & thynge as shallbe att any tyme hereafter concluded & agreed  
wypon, in any confermace & meetinge betwene the Mestres & Twentie men of the parke of Wolton aforesaid or the more parte of hym: After wch & paynes entabell in  
his booke, his said yson or yson so to bee appoynted shall haue suth yardele ffe & allowancys ad yso or hym may be reasonable agreed wtham, by his said Mestres &  
Twentie men or the more parte of hym.

16. Item It is likewise agreed bypon by his said wtes, That if any suete or action in lawe shall att any tyme geouerfste be comended pfferred or sett fooyt against  
any person or persons whatsoouer, in the name of his said fleshef of the yere lande of Eddon, or in the name of any of hym for any matther or cause what soouer conuenient  
to the deffense of Eddon, or any of hem shal be made or caused to be made, therupon to be retayned in his same, he shal be leade ym to be  
tryed and defensyd in Eddon, or any other tyme, or for the cause issued our profit of his said to the tyme of his arraignment, & if he be found guilty of them that  
are gonne, then shal he be punisched as maye a come, to his ffe feare let remeined as aforesaid, upon ffe of the poynct of lawfull money & chayre to the punisched  
17. Item It is alsoe agreed by his said wtes, that he may retayne by his selfe cause as non suete to have the same to be paid him at the tyme of his arraignment, & that he may make  
any other cause as he shal see fit.

17. Item it is also agreed betwene the said parties, that if any of the said ffroffers & tennente men att any tyme from henceforth in any ffraude intent or conseruence to bee had for our  
about the said parisshe lands or any thing touching touching our concerning the same, shal myght haue hys perte culpe in sacreficing ou blaspheming the name of God, ou misabusing ou  
installyng any son by bussynesse words. That then evyn sone as yond shall forfete & lost to the poore of the said parisshe sixe pence of Current English mony for euyng hym  
that sette or giveth shal so offend, the same mony to bee paid to the said parisshe Bailliffes to his use of the poore aforesaid.

18. Item It is further demanded & agreed upon by & between us said parties, That it shall & may be lawfull from time to time to & for his said Bailiff or Bailiffs for his  
time being to levy this said forfeiture & paynes limited & appointed as is aforesaid, by way of distress, to be taken of his goods and chattels of such as shall oftene contynue  
to his said agent, & auncles; no & distress & distrayss his said Bailiff or Bailiffs shall & maye detayne & keepe, until such paynes & forfeitures so to be lefft & forfeited shalbe  
well & truly satisfied & payd to the said aforesaid.

19. Item mortow it is agreed vpon betwene us & our wids, That first Articles & sum of our Articles as shall make hereafter by us said twenty men effecte no  
nowt betwene us & our wids, or by us more xviij of them, shall openly bee read before the parochion of Bolton aforesaid, or as many of them as leste to bee ynto, att  
sume conuentient tyme & tymes, ad by us said xxvj & twenty men libinge or by us more xviij of them shall be thought mette & conuentient; And if att any tyme hereunder  
it shal nowt shalbe to bee made and the old to bee ablyssed ou reformed ad tyme & occasion shall require, lym as by us said xxvj & twenty men or by us more xviij of them  
shall be thought expedient, so that none bee made contrary to goddes lawes, or to the greate of the common wealth of goddes people.

And the said Walter Yonge, Robert Gascoyne, John Reed, Hugh Newton & Simon Vice Afore said doe robuste promise & graunt eare of hem swallis and  
espesiellie for himselfe his heires exerutors & administrators to e wylles William Drake, John Sampson, John Trueling, John Wardsone, Robert Gourant, John  
Bourne, Thomas Blakalle, John Drusse, Edward Drake, Walter Marry, Ralph Scote, Thomas Edward Robert Moreys, John Holville, Edward Sagres,  
Richard Weston, John Butter, John Weston, Philipp Mynges & Peter Turke Twentie men & day of hem, hym & any of their exerutors, administrators & assyndes  
by hys dñe, That they the said Walter Yonge, Robert Gascoyne, John Reed, Hugh Newton & Simon Vice e day of hem shall make hys obit, xformes, ffulfylle  
kepe alle & day hys churched & aymet, aforseen, according to hys intent purporche & true meanning of hys am, wch on hys e day of hys yere & behalfe are to bee xformes  
ffullfylle and kept.

And thas William Drake, John Sampson, John Tirkling, John Gaswicke, Robert Flavant, John Burnard, Thomas Blackallur, John Gross, Edward Drake  
Walter Marye, Ralph Tapte, Thomas Edward, Robert Webbe, John Holme, Edward Bagwell, Richard Weston, John Buttur, John Newton, Philippus Brugge  
Peter Tirkle twenty men afoot þan, doo in like manner to þem þis þe present þyme & graunt care of hem swallie & respectfull for hem selfe þis þe xvj day of Æðor  
to eþre gesid Walter Venet, Robert Gaswicke, John Peete, Hugh Weston and Simon Byggefford aforesaid & oþer of hem heire & oþer of hem exerlourd &  
administators & assyndes by þisente þat þis gesid William Drake, John Sampson, John Tirkling, John Gaswicke, Robert Flavant, John Burnard, Thomas  
Blackallur, John Gross, Edward Drake, Walter Marye, Ralph Tapte, Thomas Edward, Robert Webbe, John Holme, Edward Bagwell, Richard Weston,  
John Buttur, John Newton, Philippus Brugge & Peter Tirkle and oþer of hem þe same welle & trueli obserue, þis forme fulsil & keþe alle oþer þe Olutter  
agreements aforesaid according to þisent purþport & true meaning of þisame, noþon hem and oþer of hem þe þis þe Bagwells act to be exiformed fulsil and  
þest.

In witness whereof all the parties aforesaid, to have present Articles of agreement made & written, set forth herein, and sealed by date and  
year first above written, 1632.

Mary Anne  
John Ade  
Simon M. Dyer / Robert Farrant  
John Huguenot  
Thomas Edward / Robert Proctor

Fayre coape	Elizabeth
John Croft	John Holwitt
John Newson	John Butter
John Hinge	Richard Newton
Thomas Blasdale	Peter Cilton
Walter Mardon	

bolys 3 to 3<sup>o</sup> 1632

Articles of Settlement

5

