

## APPENDIX 7

### Marriage articles of Edward More and Winifred Whitmore

An unsigned memorandum<sup>i</sup> among the More family papers and dateable to the late 1650s sets out the parties' intentions at the time of the marriage and relates what actually transpired. This paper appears to have been drawn up to inform Counsel in contemplation of legal process, and to be substantially reliable. A summary follows:

In July 1634, William Whitmore and Dr More settled by articles of agreement the terms for Whitmore's daughter Winifred (I) to marry More's nephew and heir Edward by Michaelmas. In these, Whitmore binds himself in the sum of £6000 to convey to Dr More certain manors and lands in Cheshire, once Dr More has conveyed Kirklington lordship and other nearby Nottinghamshire estates in trust to Sir Peter Leigh<sup>ii</sup> and others. The voiding condition is that Whitmore pay £1000 within a year following the marriage, and £2000 on his (Whitmore's) death, if Winifred is still living, or has issue by Edward More, or survives him by five years. Within two years (one, if he sells the lordship of Thelwall first) Dr More is to convey to the trust the Nottinghamshire estates to the value of £1000 pa. The proceeds are to support Dr More, Edward and Winifred and their heirs in specified proportions. Dr More is buy a stated Nottinghamshire asset to his use for life, thence to pass to Edward and his heirs, failing which purchase Dr More's executors are within a year of his death to pay Edward £6500.

Should Edward or Winifred die leaving daughters but no heir male, then all these lands, Winifred's £300 pa jointure excepted, are to be charged with the costs of maintaining and educating each daughter to age sixteen, when they are to receive their portions: if one daughter £3000, if two then £2000 each, if three, 2000 marks (two-thirds of £2000) each, and if - as happened - four (or more) daughters survive, £1000 apiece.

The manuscript states that while Dr More did buy, through trustees, the stated asset,<sup>iii</sup> he 'doth not sell Thelwall nor doth within two years after [Edward's] marriage make the conveyance which he before covenants to make neither doth it appear that Mr Whitmore ever requested him thereunto'. Whitmore, it says, paid the £1000 in two £500 payments, but never executed the conveyance for securing the £2000.

On 23 November 1641 Dr More bargained and sold for £5, through trustees, to his nephews, the brothers Sir Edward and John, all his possessions in Nottinghamshire, Cheshire and Lancashire on a 99 year lease at a peppercorn rent.<sup>iv</sup> The lands in Nottinghamshire and Cheshire which Dr More has paid for and which trustees are holding for him for life are to be made over forthwith to Edward and John for 99 years. The manuscript states that the lease includes a power of revocation: however on the same day, a deed of Dr More placing all the lands into the hands of trustees, with no such power, was enrolled in Chancery and made absolute. Contingency provisions are set out in it for Dr More's security during his life, and in the event that Edward and Winifred predecease him: these proved overcautious as Dr More died three days later.

While, unhelpfully, no formal will of Dr More appears to survive, the paper recounts testamentary provisions, to take effect on Dr More's death, requiring sums of £50 pa to be paid to Sir Edward's brothers William (II), George, Roger and John (II), and £40 pa to their sister Alice (I), for life. Contingencies include the requirement on John II, in the event of the death of both Sir Edward and Lady Winifred, to make these family payments and then to pay off all Dr More's debts and associated interest charges, as listed in an attached schedule (apparently lost, but reflected in a list examined by the Committee for Compounding in 1653 and referred to in **Appendix 8**).

Property in trust is to be sold as needful to ensure speedy payment of any remaining debts, using also the £2000 due at Whitmore's death to complete Winifred's portion.

The residue of the estate, after the deaths of Sir Edward and Dame (Lady) Winifred, is to descend through their heirs male. Should they leave only daughters, each one's education and maintenance is to be met until she attains age 16, when (if there are four daughters) she is to receive £1000, with nothing specified about the residue of the estate. By the time of Dr More's death, a couple of daughters having already arrived, there would seem little reason not to expect at least one son too, during the course of the marriage. However

'Dr More dyeth and the principall money payable upon the said schedule did amount to £13,000 or upwards. Sir Edward More enters upon all the lands that were his late Uncle's, sells some small part thereof, pays some of the debts, becomes sequestered by the Parliament<sup>v</sup> and dies without issue male, but leaving four daughters by Lady Winifred.'

Sir Edward, as a recusant delinquent in arms, had suffered considerable financial exactions through the sequestration.<sup>vi</sup>

'The Lady Winifred dyeth.

'June 1646: Mr Whitmore dyeth, and his Lands which should have been settled for security did thereupon by some conveyance come to the Lady Somerset his eldest daughter and at Mr Whitmore's death there was £10,000 or upwards of Dr More's debts unsatisfied.'

'After some years the remaining estate of Dr John More on the petition of John More the surviving Lessee is discharged from sequestration and a very considerable part of the debts in the schedule mentioned (being owing to Papists and delinquents) were ordered to be paid to the State, which have accordingly been paid, save only [blank] pounds is in Arrears thereof.

'John More... hath often demanded the said £2000 of the Lady Somerset but she denieth the payment thereof. The four daughters of Sir Edward More have had maintenance and education ever since their father's death out of the profits of Dr More's lands, and two of them have already attained their age of sixteen years apiece. John More the surviving lessee and the other Trustee have sold several of the Dr's Lands, and with the monies raised thereby, and the profits of the rest, have paid many of the debts mentioned in the schedule, but yet remains [blank] thousand pounds or upwards of those debts unsatisfied....'<sup>vii</sup>

[another hand] 'Quere. 1. Whether the £1000 apiece to the four daughters of Sir Edward More be charged upon Dr More's estate by the aforesaid deeds and can be recovered out of it, untill the £2000 remainder of their mother's portion be paid to the surviving Lessee, the same being payable on Mr Whitmore's death and to be raised out of his estate in Lands whereof a moiety by descent comes to the four daughters... by Winifred their mother.'

Six further, unanswered questions ask whether, how and when Sir Edward's daughters might secure their portions before Dr More's debts are fully paid off - including whether their grandfather Whitmore's heirs might be sued for the outstanding £2000 plus interest or profits accrued since his death. The actual financial health of Whitmore's estate at his death is unclear - no doubt it had suffered due to his own sustained Catholicism, and no will of his has come to light. Aggressive, opportunistic haggling and infighting not infrequently followed testamentary and marriage settlements, and Lady Winifred's Whitmore kin were well used to fighting their corner.<sup>viii</sup>

The manuscript - dating from between 1655, when the estate was discharged from sequestration, and early 1658, by which time two of Sir Edward's four daughters had attained age sixteen but all were still minors – appears more likely to have been drawn up with the legal challenge to be launched in November 1660 already in prospect, than as a purely prudential measure because orphan girls with expectations were nearing majority.

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i HD HEN 6/5 - written on five sheets of watermarked paper, 16" x 12", the watermark too faint to be identified.

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The final two pages are in a different hand from the first three

- ii the inquisition post mortem of Viscount Savage in 1636 shows that he held premises in Grappenhall of the heirs of Sir Peter Leigh kt. 'as of his manor of Gropenhall' - Boothman and Parker, op. cit., p.108
- iii HD HEN 6/5 - indenture of 13 June 1635 taking over the other half of Langford manor (he already owned half) from Sir William Savile of Thornhill, Yorks. for £7000
- iv HD HEN 6/5 includes a document of bargain and sale confirming this statement, although dated 20, rather than 23, September 1641
- v HD HEN 6/5 has several indentures tripartite dated 10 May 1642, involving Sir Edward's brother John More (II), Dr John's trustees and Sir Edward's father-in-law William Whitmore esq., under which Cheshire tenants were sold their tenancies, the proceeds being used to reduce Dr More's debts - the sums concerned ranged from a few pounds to £288 so that the description 'some small part thereof' seems justified. One of the purchasers was a husbandman of Over Whitley, very near to Thelwall, by the name of Richard More: whether he was a kinsman is not known
- vi 'Chronicles of Thelwall, co. Chester.....', cit. Part 1, Appendix 5, endnote<sup>4</sup> – in pp. 436-440, quotes liberally from Harl. 2137 f. 19, listing Sir Edward's holdings with values, rents and tenants during the period of sequestration
- vii HD HEN 6/5, which includes a copy of the bargain and sale of 20 November 1641
- viii for example, in connection with Lady Bridget Somerset's marriage to Thomas Savage in 1624 - Boothman and Parker, op. cit., pp.36-38, 46-47, and p. xxxvi, fn. 151 confirm that she retained her rank and title as widow of an earl's son after marrying Savage. Documents 19 and 29 imply some asperity between Whitmore and Thomas Savage in regard to the marriage settlement terms. Incidentally it would seem that at least one other member of the Savage family took a superior attitude towards his financial obligations to Dr More - Journal of the House of Lords, volume 3, 29 May 1624 records the case of *Sir John Savage et Ux. versus Taylor et al.*:

'Whereas Sir *John Savage*, Knight, and Dame *Margarett* his Wife, (petition) "That he the said Sir *John Savage*, having mortgaged the Manor of *Wootton*, in the County of *Salop*, for Five Hundred Pounds, unto *Thomas Taylor* ...which Manor is worth Five Hundred Pounds *per Annum*; and the said Sir *John Savage* being also indebted unto one Doctor *Moore*, a Physician, and sundry other Persons, for Pins and other small Commodities (not worth Half the Money they were valued at); the said *Moore* and *Taylor* persuaded him to sell the same unto the Lady *Craven*, for which Four Thousand Pounds was offered, being worth Seven Thousand Pounds; and, upon the Persuasions of the said *Moore* and *Taylor*, he delivered Possession unto the said Lady *Craven's* Use, and afterwards joined in a Conveyance thereof unto her, upon their Promises that *Taylor* should come to a just Accompt, and that both he and *Moore* should abate a great Part of their Demands; which they have not performed, but shared the most Part of the Money paid by the Lady *Craven* amongst themselves, detaining Fifteen Hundred Pounds more than is due.'