

SUMMARY: The document below is a two-part memorandum by Roger Harlakenden (d.1603) which appears to have been intended for Lord Burghley's consideration.

In the first part of the memorandum, Harlakenden claims to have 'sundry times' offered, on certain conditions, to sell back to Oxford the lands he had purchased from him, and asks Lord Burghley, if Oxford chooses not to repurchase the lands in question, to 'defend' Harlakenden's 'rightful causes' against his 'undeserved adversaries', who have, it appears, accused Harlakenden of acquiring valuable lands from Oxford for 'pennyworths'.

In the second part of the memorandum Harlakenden belittles the value of the rents and reversions of Colne Park which he purchased from Oxford for £2000, and the revenues of the manor of Earls Colne which he purchased from Oxford for £500. He further points out that his lease of Colne Priory was not purchased from Oxford, but was obtained by him eight years earlier through his marriage to Jane (nee Josselyn) Kelton, who inherited a two-thirds interest in a 21-year lease of Colne Priory which Oxford had granted on 12 February 1577 to her first husband, Oxford's receiver, Richard Kelton (d.1578). Roger Harlakenden is said to have married Jane (nee Josselyn) Kelton in 1580.

The second part of the memorandum below thus appears to date from late 1587, a date which is consistent with Harlakenden's statement that the lease of Colne Priory had been extended against by the Queen through the Court of Wards on one of Oxford's forfeited bonds, which occurred in 1587, and that Harlakenden had been assessed at £166 as his contribution towards the repayment of Oxford's debt to the Court of Wards, and with Harlakenden's failure to mention in the memorandum either the new 21-year lease of Colne Priory which Oxford granted to him on 2 January 1588, or the 21-year lease of Chalkney Wood which he purchased from Oxford, Israel Amyce and John Drawater (d.1597) on 20 July 1591.

Harlakenden's memorandum states that Richard Kelton's nephew and niece 'do and are to enjoy' their third part of the lease of Colne Priory *or the value thereof*, a phrase which appears to be a tacit recognition of the fact that Richard Kelton's nephew, Thomas Kelton, had sold his interest in the lease to Harlakenden by indenture dated 9 November 1584. See ERO D/DPr/176.

In the memorandum Roger Harlakenden also mentions his purchase from Oxford of the manor of Earls Colne, a different property from Colne Priory.

For the indenture dated 11 February 1580 by which Jane (nee Josselyn) Kelton transferred to her first cousin, Geoffrey Gates of Lincoln's Inn, the remainder of her interest in the 21-year lease of Colne Priory which had been granted by Oxford on 12 February 1577 to her late husband, Richard Kelton (d.1578), see ERO D/DPr/175.

For the indenture dated 17 November 1583 by which Oxford sold Colne Park to Roger Harlakenden, see ERO D/DPr/181. For the fine dated 20 January 1584 by which clear

title to Colne Park passed from Oxford to Harlakenden, see TNA CP 25/2/132/1692/26ELIZIHIL, Item 13, and TNA 30/34/14, No. 3.

For the licence dated 1 September 1584 by which the Queen granted Oxford permission to alienate the manor of Earls Colne to Roger Harlakenden, see ERO D/DPr/158. For the indenture of bargain and sale dated 15 September 1584 between Oxford and Roger Harlakenden for the manor of Earls Colne, see ERO D/DPr/169. For the fine in the Court of Common Pleas dated 13 October 1584 by which legal title to Oxford's manor of Earls Colne was transferred to Roger Harlakenden, see ERO D/DPr/159. For the recovery in the Court of Queen's Bench of the manor of Earls Colne dated 19 May 1584, see ERO D/DPr/160.

For the indenture dated 31 December 1587 by which Geoffrey Gates transferred to Roger Harlakenden (d.1603) the interest in the 21-year lease of Colne Priory which he had acquired via ERO D/DPr 175 above, see ERO D/DPr/177.

For the indenture dated 2 January 1588 by which Oxford granted a 21-year lease of Colne Priory to Roger Harlakenden, see ERO D/DPr/178.

As I have sundry times proffered to my honourable good Lord th' Earl of Oxford by his servant, Mr Tanner, and others, that if the having again of those lands I purchased might please his Honour, that he should willingly have them, paying me my money and charges again for the same with a reasonable consideration for the forbearing of my money, reserving to myself the mean estate and interest which cost me a great deal of money, being bought in [sic?] sithence of other men, and not of my Lord, or a reasonable consideration for the same.

Or if my Lord would procure me again those lands I sold to purchase of his Honour of such prices as I sold them for, allowing the purchasers of them only such charges as concerned their assurances or the bettering of the things purchased, then his Honour shall willingly have the said lands again of me in the same manner. Otherwise I most humbly crave his Honour's favourable countenance in defending my rightful causes against my undeserved adversaries who have been the procurers of my infinite wrongful vexations.

Now my honourable good Lord, if my proffers and doings touching these premises do appear otherwise to your Honour than your Lordship hath been informed, I most humbly crave relief at your Honour's hands according to my innocency therein. So shall my malicious adversaries blush at their lewd dealings for their misreports, and myself bound to subject my travail and faithful service to your Honour's command, with my daily prayer to Almighty God for the long preservation of your most honourable estate.

In the 17th year of her Majesty's reign [=1574-5] th' Earl of Oxenford demised Colne Park for 21 years to Master Barfoot and Luther, reserving £80 rent, and selleth to the said Barfoot and Luther all the wood and timber upon the said Park excepting a small number for reparations and boots.

About the same time the said Earl demised a parcel of meadow containing 17 acres called Hall Meadow to one Simons for 21 years, reserving £12 rent.

The said Earl having demised these parcels of land, being badly enclosed, and sold the wood and timber as beforesaid, did in the 26th year of her Majesty's reign [=1583] bargain and sell the reversions thereof and rents reserved to Mr Roger Harlakenden for £2000.

Also the said Earl sold to me, the said Roger, in the said 26th year of her Highness' reign [=1584] the manor of Earls Colne for £500. The rents of assize thereunto, both of free and customary tenants, are about £22 by the year, out of which there was an annuity of £3 by the year for gathering of the said rents granted to one during his life. The demesnes thereunto then left were in effect nothing, not worth to me, the said Roger, above 16s 3d by the year; so remaineth, beside profits of courts, being a very small matter, about £19 16s by the year.

Beside this, the compounding with Mr Hugh Vere for his supposed title and the charge of assurances touching the said purchase cost above £150 besides my travail and expenses about the same.

Also I, the said Roger Harlakenden, have paid towards the contribution for the said Earl in the Court of Wards £123, and am further to pay towards the same contribution £43.

The enclosures in and about the premises have cost me £100 at the least.

These are in effect the pennyworths that I, Roger Harlakenden, bought of the said Earl; what false informations have been made to your Honour to the contrary I know not.

For the purchasing of the which said lands and charges abovesaid I, the said Roger, have sold as much good fee simple land in Kent as is worth 200 marks by the year, in the sale whereof I lost above £500 in price to serve my Lord's present turn with money. The residue of the money paid to my Lord I took up at £10 the 100, and so am compelled to pay still, by means of great suits and troubles depending upon the said purchase, to my utter undoing.

Now as touching the lease of Colne Priory which is now extended out of the honourable Court of Wards towards a bond of my honourable good th' Earl of Oxenford, forfeited to her Majesty, the said Earl demised the same the 19th year of her Highness' reign [=1577] to one Mr Kelton for the term of 21 years in consideration of £100 paid to the said Earl by Mr Kelton and for the surrendering up of a patent of £20 by the year during the life of

the said Kelton and for his service unto the said Earl, reserving £13 6s 8d rent, which lease the said Kelton devised at the time of his death as followeth, viz., two parts to his wife as her only portion, and the other third part to his nephew and niece, which third part or the value thereof they do and are to enjoy during the years abovesaid.

This said lease came to th' hands of me, the said Roger Harlakenden, about some 8 years since [=1580?] in marriage with Mr Kelton his widow, sithence which time the said lease hath cost me, the said Harlakenden, in renewing, redeeming, building and repairing, beside all other allowances as shall be proved to your Honour, above £400 beside the charge of converting certain moory grounds to hop-ground, which hath cost the said Harlakenden and his farmers above £200, beside other his great charges and troubles concerning the premises.