

SUMMARY: The document below is the copy on the patent rolls of the indenture, dated 20 April 1580, made between Oxford and his servant, William Walter or Walters. By the indenture Oxford grants William Walter a forty-year lease in reversion of Colne Park, to commence after the expiration of a 21-year lease which Oxford had made on 22 December 1574 to Thomas Barfoot, Thomas Luther and John Collyn. The lease to Walter may have been made in recompense for Walter's service to Oxford, particularly in connection with Oxford's purchase of the Great Garden property at Aldgate from Benedict Spinola. It is not known when William Walter left Oxford's service. He described himself as being 50 years of age and 'of Skenfrith in the county of Monmouth' on 8 May 1599 when he gave testimony in a lawsuit involving Oxford (see TNA C 24/269, Part 1, No. 68). In another deposition in this lawsuit he is referred to as having been Oxford's 'purse-bearer' circa 1580. Ursula de Vere (d.1558), sister and co-heir of John de Vere (1499-1526), 14<sup>th</sup> Earl of Oxford, mentions a servant named William Walter in her will, and there may have been a family connection between the latter and Oxford's servant, William Walter (see TNA PROB 11/42A, ff. 7-9).

LM: Indenture inter Oxonie Comitum et Walters [=Indentures between the Earl of Oxford and Walters]

This indenture made the twentieth day of April in the two and twentieth year of the reign of our Sovereign Lady Elizabeth by the grace of God of England, France and Ireland Queen, Defender of the Faith, etc., between the right honourable Edward de Vere, Earl of Oxenford, Lord Great Chamberlain of England, Viscount Bulbeck, Lord of Badlesmere and Scales, on the one party, and William Walters, gentleman servant unto the said Earl, on the other party;

Witnesseth that whereas the said Earl by his indenture bearing date the two and twentieth day of December in the seventeenth year [=22 December 1574] of the reign of our said Sovereign Lady Elizabeth hath demised, granted and to farm letten unto Thomas Barefoote, Thomas Luter and John Collyn all that the enclosed ground or park called Colne Park in the county of Essex, and one piece of meadow late parcel of the said park then severed and enclosed, and all houses, buildings, lands, pastures, feedings, services, commodities and appurtenances whatsoever to the said enclosed ground or park and to the said meadow or to either of them appertaining or belonging, except as in the said indenture is excepted;

To have and to hold the said enclosed ground or park and meadow and all and singular the aforesaid premises, except as in the said indenture is excepted, unto the said Thomas Barfoote, Thomas Luter and John Collyn, their executors, administrators and assigns, from the feast of the Annunciation of Saint Mary the Virgin next ensuing the date of the said indenture unto the end of twenty and one years then next and immediately following, yielding and paying therefore yearly unto the said Earl, his heirs and assigns, fourscore pounds of lawful money of England at the feasts of Saint Michael th' Archangel and th'

Annunciation of Our Lady Saint Mary the Virgin by even portions, as by the said indenture more at large it doth and may appear;

Now the said Earl, for divers causes and considerations him specially moving, hath demised, granted and to farm let and by these presents doth demise, grant and to farm let unto the said William Walters the said enclosed ground or park called Colne Park and the said meadow, with all houses, buildings, lands, pastures, feedings, commodities and hereditaments whatsoever to the said enclosed ground and park and to the said meadow or to either of them appertaining or belonging, excepting always out of this present demise all woods, underwoods and timber trees now growing or standing or which hereafter during the term by these presents made and granted shall grow or stand in or upon any of the aforesaid premises;

To have and to hold the said park and meadow and other the premises by these presents demised unto the said William Walters, his executors and assigns, from the end, forfeiture, expiration or other determination whatsoever of the afore-recited term and interest for years, for and during the term of forty years fully to be complete and ended, yielding and paying therefore yearly during the said term of forty years unto the said Earl, his heirs and assigns, the yearly rent of fourscore pounds of lawful English money at the feasts of Saint Michael th' Archangel and th' Annunciation of Our Lady by even and equal portions, the first payment to begin at the first of the said feasts which shall first happen after the ending, forfeiture or determination of the afore-recited interest;

And if it shall happen the said yearly rent of fourscore pounds or any part or parcel thereof to be behind and unpaid by the space of six weeks after any of the said feasts in which the same ought to be paid, and no sufficient distress to be found in or upon the said demised premises, that then it shall and may be lawful to and for the said Earl, his heirs and assigns, into the aforesaid premises to re-enter, and the same to have again as in his former estate;

And the said William Walters doth for him, his heirs, executors and assigns, covenant and grant to and with the said Earl, his heirs and assigns, that from and after the end and expiration of the afore-recited term and interest for years he, the said William Walters, his executors and assigns, shall and will during the said term of forty years as often as need shall require well and sufficiently sustain, repair and amend the houses, buildings, pales and enclosures which then shall stand and be in and upon the said demised premises, so as the said William Walters, his executors and assigns, shall or may for the sustaining, amending and repairing of the same have and take competent and sufficient timber and trees in or upon the premises, and the same so amended and repaired at the end of the said term shall leave and yield up;

And the said Earl doth for him, his heirs, executors and assigns, covenant and grant to and with the said William Walters, his executors and assigns, that it shall and may be lawful to and for the said William Walters, his executors and assigns, from time to time during the said term of forty years to take in and upon the before-demised premises

sufficient fire-bote, hedgebote, cart-bote, ploughbote, pale-bote and rail-bote to be spent for his or their necessary uses in or upon the before-demised premises and not elsewhere;

And that it shall and may be lawful to and for the said William Walters, his executors and assigns, by the assignment of the said Earl, his heirs or assigns, or of his or their surveyor, receiver-general, or of the bailiff of the said manor, to take in and upon the premises such and so much timber as shall be necessary for the repairing and amending of the said demised houses and buildings;

And in case within convenient time after reasonable request thereof to be made sufficient timber for the uses aforesaid shall not be assigned by any of the persons aforesaid, it shall and may be lawful to and for the said William Walters, his executors and assigns, to take such and so much of the smaller timber trees growing or standing in or upon the said demised premises as shall be necessary for th' uses aforesaid;

And the said Earl doth for him, his heirs, executors and assigns, further covenant and grant to and with the said William Walters, his executors and assigns, during the said term of forty years to discharge, acquit or otherwise sufficiently save and keep harmless as well the said William Walters, his executors and assigns, as the said demised premises of and from all titles, charges and encumbrances whatsoever made or done by the said Earl or by John, late Earl of Oxenford, his father, or by their or either of their means, assents or procurements, and also of and from all such tithes as for the said demised premises shall be due to the said Earl, his heirs or assigns, or to his or their farmer of the tithes within the parish of Earls Colne in the said county of Essex, the tithes which shall during the said term of forty years be due unto the vicar of the said parish excepted;

In witness whereof the parties abovesaid to these present indentures interchangeably have set their hands and seals the day and year first above-written 1580.

Et memorandum quod duodecimo die Maij Anno suprascripto prefatus Edwardus Comes Oxonie venit coram dicta domina Regina in Cancellaria sua et recognouit Indenturam predictam Ac omnia et singula in eadem contenta et specificata in forma supradicta

Irrotulatur xvijo die Maij Anno predicto

[=Be it remembered that on the twelfth day of May in the year above-written the forenamed Edward, Earl of Oxford, came before the said Lady Queen in her Chancery and acknowledged the foresaid indenture and all and singular in it contained and specified in form abovesaid.]

[=Enrolled the 17<sup>th</sup> day of May in the year aforesaid.]