

SUMMARY: The indenture below of 24 November 1584 between Oxford and John Lyly recites that by indenture of 2 March 1580 Oxford had sold to his receiver-general, Edward Hubberd, and Jane, his wife, the manor of Bentfield Bury with the messuage of Bury Lodge in Stansted Mountfitchet in Essex for a perpetual yearly rent of £30 13s 4d. By this indenture Oxford now grants this perpetual yearly rent of £30 13s 4d to his servant, John Lyly, gentleman, in consideration of an unspecified sum of money and Lyly's 'good and faithful service', wording which suggests that the grant was a gift from Oxford to Lyly. The copy of the indenture is taken from Feuillerat, Albert, *John Lyly*, Cambridge University Press, 1910, pp. 534-8. Feuillerat indicates that the original is to be found in the Close Rolls, 27 Elizabeth, Part ii. For Oxford's sale of the manor of Bentfield Bury to Hubberd, see TNA C 54/1275. For the recognizance entered into by Lyly in connection with Lyly's sale of the perpetual rent of £30 13s 4d to Edward and Jane Hubberd on 10 May 1587 for £250, see TNA C 54/1279. It seems possible that Lyly's sale of the perpetual rent might have been occasioned by the Queen's extents against Oxford's lands in 1587.

This indenture made the four and twentieth day of November in the seven and twentieth year [=November 24, 1584] of the reign of our Sovereign Lady Elizabeth by the grace of God Queen of England, France and Ireland, Defender of the Faith, etc., between the right honorable Edward de Vere, Earl of Oxenford, Lord Great Chamberlain of England, Viscount Bulbeck and Lord of Badlesmere and Scales, of the one party, and John Lyly of London, gentleman, servant to the said Earl of the other party, witnesseth that where the said Earl by his indenture bearing date the second day of March in the two and twentieth year [=March 2, 1580] of the reign of our said Sovereign Lady for and in consideration in the said indenture expressed did bargain and sell, give and grant, unto Edward Hubberd of Birchanger in the county of Essex, gentleman, receiver-general to the said Earl, and Jane, wife of the said Edward Hubberd, and to the heirs and assigns of the said Edward Hubberd forever, all that the manor of Bentfield Bury with one messuage or tenement called Bury Lodge with all and singular their appurtenances set, lying and being in the parish of Stansted Mountfitchet or elsewhere in the county of Essex aforesaid, and all houses, barns, stables, edifices and buildings then situate and being in and upon the said manor and other the premises or any part or parcel thereof, together with all grounds, lands, tenements, meadows, pastures, feedings, moors, marshes, woods, underwoods, commons, rents, reversions, remainders, services, courts leets, views of frankpledge, wards, marriages, releases, escheats, forfeitures, waifs, estrays, heriots, fines, amerciaments, suits, services of tenants as well freeholders as copyholders, felons' goods and the goods of fugitives, wastes, chapels, liberties, advowsons, privileges, waters, ways, fishings, commodities and hereditaments with their appurtenances whatsoever to the said manor and other the premises or any of them in any wise belonging or appertaining or accepted, reputed, used, taken or occupied as part, parcel or member of the same or any part or parcel thereof, and the said Earl for the consideration aforesaid bargained, sold, given and granted, and by the said indenture did bargain, sell, give and grant unto the said Edward Hubberd and Jane, his wife, and to the heirs and assigns of the

said Edward Hubberd forever all that grove of wood and wood-ground with the soil thereof commonly called the Conyger with the appurtenances then in the tenure and occupation of Richard Clerke by copy of court roll set, lying and being in the said parish of Stansted Mountfitchet in the said county of Essex, together with the reversion and reversions of all and singular the premises and all the estate, right, interest, use, claim and demand whatsoever which he, the said Earl, then had or that he or his heirs at any time after the same might, should or of right ought to have of, in or to the said manor and all and singular other the premises with their appurtenances or of, in or to any part or parcel of them or any of them, together also with all charters, writings, deeds, evidences, escripts, court rolls, rentals, terriers and muniments touching or concerning only the said manor and all other the premises or any part or parcel of them or any of them;

To have and to hold the said manor called Bentfield Bury and the said messuage called Bury Lodge with the said grove of wood called the Conyger with all houses, buildings, lands, tenements, meadows, moors, marshes, pastures, feedings, rents, services, courts leets, woods, underwoods, hereditaments and all and singular other the premises with their appurtenances unto the said Edward Hubberd and Jane, his wife, and to the heirs and assigns of the said Edward Hubberd forever to the only and proper use and behoof of the said Edward and Jane, his wife, and of the heirs and assigns of the said Edward Hubberd forever, without any manner of condition, redemption or mortgage;

Yielding and paying for the said manor and other the premises yearly unto the said Earl, his heirs and assigns, forever the yearly rent of thirty pounds thirteen shillings and four pence of lawful money of England at two feasts in the year, that is to say, at the feasts of the Annunciation of Our Lady Saint Mary the Virgin and Saint Michael the Archangel by even portions as by the same indenture with divers other words, covenants, grants, articles and agreements therein contained more fully may appear;

Now the said Earl, as well for and in consideration of a certain sum of money to him in hand at and before th' ensealing of these presents by the said John Lyly well and truly contented and paid, whereof the said Earl doth knowledge himself fully satisfied and paid, and thereof doth clearly acquit and discharge the said John Lyly, his heirs, executors, administrators and assigns and every of them by these presents, as also for and in consideration of the good and faithful service that he, the same John Lyly, hath heretofore done unto the said Earl, hath given, granted, bargained, sold and confirmed, and by these presents doth give, grant, bargain, sell and confirm unto the said John Lyly, his heirs and assigns, forever the said yearly rent of thirty pounds thirteen shillings and four pence of lawful money of England, and all the estate, right, title, interest, claim and demand whatsoever which he, the said Earl, hath or that he or his heirs or assigns at any time hereafter may, might, should, or of right ought to have of, in or to the said rent and every part thereof, together with the said indenture and all and every other deeds, evidences, charters, muniments and writings concerning the said yearly rent or any part thereof;

To have, hold, perceive, receive and enjoy the said yearly rent of thirty pounds thirteen shillings and four pence and every part thereof with th' appurtenances to the said John

Lyly, his heirs and assigns, to the use of the said John Lyly, his heirs and assigns, forever to be had and received in manner and form as in the said indenture is expressed;

And the said Earl for himself, his heirs, executors and administrators and every of them severally covenanteth, promiseth and granteth to and with the said John Lyly, his heirs and assigns, and every of them by these presents that he, the said Earl or his assigns, shall and will at the sealing of these presents deliver or cause to be delivered to the said John Lyly or his assigns the said indenture uncanceled, unreleased or made void in part or in all, and also that he, the said Earl, his heirs, executors, or assigns shall and will before the feast of the birth of Our Lord next coming after the date hereof deliver or cause to be delivered to the said John Lyly, his heirs or assigns, all other deeds, evidences, charters, muniments and writings which he, the said Earl or any other by his delivery or to his use now hath or have or before the said feast shall or may have or come by without suit in law and do concern the said yearly rent;

And further that it shall and may be lawful to and for the said John Lyly, his heirs and assigns, forever to have, hold, receive and enjoy the said yearly rent without any lawful let, disturbance, denial or interruption of any person or persons, and discharged or saved harmless of all and every other bargains, sales, gifts, grants, charges and encumbrances whatsoever had, made or done by the said Earl, and also that he, the said Earl, his heirs and assigns and all and every other person and persons anything rightfully having or lawfully claiming to have of and in the said rent or any part thereof shall and will at all and every time and times during two years next coming after the date of these presents do, suffer and cause to be done and suffered all and every such further act and acts, thing and things as shall be reasonably devised or advised by the said John Lyly, his heirs and assigns, or by him and his learned counsel in the law for the better assurance and sure making of the said yearly rent to the said John Lyly, his heirs and assigns, forever, be it by fine, deed or deeds enrolled, enrollment of these presents or otherwise at the costs and charges in the law of the said John Lyly, his heirs and assigns;

And further that he, the said Earl, at the sealing of these presents is seised of a good, perfect, absolute and indefeasible estate in the said yearly rent, and that the said yearly rent is in being and continuance.

In witness whereof the parties aforesaid to these indentures interchangeably have put their seals the day and year first above written. 1584.

Irrotulatum xvi die Decembris Anno predicto

[=Enrolled on the 16th day of December in the foresaid year]

Et memorandum quod vicesimo quarto die Nouembris Anno suprascripto prefatus Edwardus comes Oxon venit coram dicta domina Regina in Cancellaria sua et recognouit

Indenturam predictam ac omnia et singula in eadem contenta et specificata in forma supradicta.

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