

SUMMARY: This indenture of 10 May 1587 between John Lyly and Edward Hubberd recites that by indenture of 2 March 1580 Oxford had sold to Edward Hubberd, and Jane, his wife, the manor of Bentfield Bury with the messuage of Bury Lodge in Stansted Mountfitchet in Essex in return for a perpetual yearly rent of £30 13s 4d. Edward Hubberd (d.1602), one of the Six Clerks of Chancery, had earlier been Oxford's receiver-general. His first wife was Jane Southall, the daughter of John Southall, Citizen and Clothmaker of London. The document recites further that by indenture of 24 November 1584 Oxford had granted this perpetual yearly rent of £30 13s 4d to his servant, John Lyly. By this indenture Lyly sells the perpetual yearly rent of £30 13s 4d to Edward Hubberd and Jane, his wife for £250, a decision perhaps dictated by financial necessity. For the recognizance entered into by John Lyly in connection with this indenture, see C 54/1279. The copy of the indenture below is taken from Feuillerat, Albert, *John Lyly*, Cambridge University Press, 1910, pp. 540-5.

THIS INDENTURE made the tenth day of May in the nine and twentieth year [=May 10, 1587] 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 John Lyly of London, gentleman, servant to the right honourable Earl of Oxenford on the one party, and Edward Hubberd of Birchanger in the county of Essex, esquire, and Jane, his wife, on the other part. Witnesseth that whereas the said Earl of Oxenford by his indenture bearing date of [sic?] the second day of March in the two and twentieth year [=March 2, 1580] of the reign of the Queen's Majesty that now is 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, the manor of Bentfield Bury and the [sic?] Bury Lodge with all and singular their appurtenances situate and being in the parish of Stansted Mountfitchet or elsewhere in the county of Essex aforesaid, together with all grounds, lands, tenements, meadows, pastures, feedings, moors, marshes, woods, underwoods, commons, rents, reversions, remainders, services, courts leets, views of frankpledge, marriages, releases, escheats, forfeitures, wastes [sic?], estrays, heriots, fines, amerciaments, suits, services of tenants as well freeholders as copyholders, the goods of felons and fugitives, wastes, chapels, liberties, advowsons, privileges, waters, way [sic?], fishings, commodities, and hereditaments with their appurtenances whatsoever to the said manor and other the premises in any wise belonging or appertaining, and all that grove of wood and wood-ground with the soil thereof called the Conyger with th' appurtenances then in the occupation of Richard Clerke by copy of court roll set, lying, and being in the parish of Stansted Mountfitchet in the said county of Essex, and all the estate, right, interest, use, claim, and demand whatsoever which the said Earl then had or 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, together with all charters, writings, deeds, evidences, escripts, court rolls, rentals, terriers, and muniments touching and concerning only the said manor and other the premises, to have and to hold all the said premises with their appurtenances unto the said Edward Hubberd and Jane, his wife, and to the heirs and assigns of the said Edward 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, yielding and paying for the premises yearly unto the said Earl, his heirs and assigns, the yearly rent of thirty pounds thirteen shillings and four pence of lawful money of England at the feasts of th' Annunciation of Our Lady the Virgin, St. Mary, and of St. Michael th' Archangel by equal portions as by the same indenture more fully and at large it doth and may appear, and whereas also the said Earl by his indenture bearing date the four and twentieth day of November in the seven and twentieth year [=November 24, 1584] of the Queen's Majesty's reign that now is did give, grant, bargain, sell, and confirm unto the said John Lyly, his heirs and assigns, the said yearly rent of thirty pounds thirteen shillings and four pence and all the estate, right, title, interest, claim, and demand whatsoever which the said Earl had, or he, his heirs or assigns, at any time after 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 of thirty pounds thirteen shillings and fourpence and every part thereof with th' appurtenances to the said John Lyly, his heirs and assigns, forever, to be had and received in manner and form as in the said first recited indenture is expressed, with divers other words, covenants, grants, and agreements for the further assurance and sure making of the said rent unto the said John Lyly, his heirs and assigns, as by the said indenture made unto the said John Lyly more at large it may appear, now the said John Lyly for and in consideration of the sum of two hundred and fifty pounds of lawful money of England well and truly beforehand contented and paid by the said Edward Hubberd unto the said John Lyly, and for divers other good causes and considerations him thereunto especially moving, hath given, granted, bargained, sold, confirmed, and released unto the said Edward Hubberd and Jane, his wife, and to the heirs of the said Edward, and by these presents doth fully, clearly, and absolutely give, grant, bargain, sell, confirm, and release unto the said Edward and Jane, his wife, and unto the heirs of the said Edward forever all that the said yearly rent of thirty pounds thirteen shillings and fourpence of lawful money of England, and all the estate, right, title, interest, use, claim, and demand whatsoever which he, the said John Lyly hath, or that he, 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 so made unto him by the said Earl of the said rent and all and every other deeds, evidences, charters, monuments, 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 fourpence and every part thereof with th' appurtenances to the said Edward Hubberd and Jane, his wife, and to the heirs and assigns of the said Edward to the use of the said Edward and Jane and the heirs of the said Edward forever, and the said John Lyly for himself, his heirs, executors, and administrators and every of them severally covenanteth, promiseth, and granteth to and with the said Edward Hubberd, his heirs and assigns and every of them, by these presents that he, the said John Lyly, at the day and time of the sealing and delivery of these presents is rightfully seised of a true, lawful, and perfect estate of inheritance in fee simple absolute without condition of and in the said rent of thirty pounds thirteen shillings and fourpence and of every part thereof, and that he hath full power to give, grant, bargain, sell, confirm, and release the same rent and every part thereof unto the said Edward Hubberd and his heirs in manner and form aforesaid according to the true intent and meaning of this present indenture, and that the

said yearly rent is in being and continuance at the sealing and delivery of these presents, and that the said John Lyly or his assigns shall and will at th' ensealing of these presents deliver or cause to be delivered to the said Edward Hubberd or his assigns the said indentures concerning the said rent and all other deeds, charters, evidences, muniments, and writings which he, the said John Lyly, hath or may have or come by without suit in law and do concern the said yearly rent, and further that it shall or may be lawful to and for the said Edward Hubberd, his heirs and assigns, forever to have, hold, receive, retain, and enjoy the said yearly rent and every part thereof without any lawful let, disturbance, eviction, denial, or interruption of the said John Lyly, his heirs or assigns, or of any other person or persons claiming from, by, or under his or their or any of their means, title, or procurement, and discharged or saved harmless of and from all and every other bargains, sales, gifts, grants, charges, claims, demands, and encumbrances whatsoever had, made, or done, or to be had, made, or done by the said John Lyly, his heirs or assigns, or by any other person or persons by the means, consent, title, or procurement of the said John Lyly, his heirs or assigns, and also that he, the said John Lyly, 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, or 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 Edward, his heirs and assigns, or by his or their learned counsel in the law for the assurance and sure making of the said yearly rent or for the clear determining and extinguishing of the same rent unto the said Edward Hubberd and his wife and to the heirs and assigns of the said Edward forever, be it by fine, deed, or deeds enrolled, enrolment of these presents or otherwise at the costs and charges in the law of the said Edward, his heirs and assigns.

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

Et memorandum quod vicesimo die Majj Anno suprascripto prefatus Iohannes Lyly generosus venit coram dicta domina Regina in Cancellaria sua et recognouit Indenturam predictam ac omnia et singula in eadem contenta et specificata in forma supradicta. (Record Office, Close Rolls, 29 Eliz., p. 24.)

[=And be it remembered that on the twentieth day of May in the year above-written the forenamed John Lyly, gentleman, 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.]