

SUMMARY: The recognizance below entered into by John Lyly on 20 May 1587 guaranteed Lyly's performance of covenants in the indenture of 10 May 1587 by which Lyly sold his grant from Oxford of a perpetual yearly rent of £30 13s 4d to Edward and Jane Hubberd for £250 (see TNA C 54/1275). For the indenture by which Oxford had granted the perpetual yearly rent of £30 13s 4d to his servant, John Lyly, see TNA C 54/1200, m. 34. 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. The copy of the recognizance printed below is taken from Feuillerat, Albert, *John Lyly*, Cambridge University Press, 1910, p. 545. According to Feuillerat, the original is to be found in the Close Rolls, 29 Elizabeth, p. 28.

Iohannes Lylley de London generosus coram domina Regina in cancellaria sua personaliter constitutus recognouit se debere Edwardo huberd de Byrchanger in comitatu Essex Armigero Quingentas libras bone & legalis monete Anglie soluendas eidem Edwardo aut suo certo Attornato executoribus vel assignatis suis sub condicione subsequenti Et nisi fecerit vult & concedit pro se heredibus executoribus & administratoribus suis per presentes quod tunc predicta pecunie summa leuetur & recuperetur de omnibus & singulis manerijs mesuagijs terris tenementis bonis catallis possessionibus & hereditamentis quibuscumque ipsius Iohannis Lyley heredum executorum & administratorum suorum ubicumque fuerint inuenti ad solum & proprium opus & vsum ipsius Edwardi huberd heredum executorum & administratorum suorum Teste dicta domina Regina apud Westmonasterium vicesimo die Maij Anno regni domine nostre Elizabeth dei gracia Anglie ffrance et hibernie Regine fidei defensoris &c. vicesimo nono 1587

[=John Lyly of London, gentleman, having appeared personally before the Lady Queen in her Chancery, acknowledged himself to owe to Edward Hubberd of Birchanger in the county of Essex, esquire, five hundred pounds of good & lawful money of England, to be paid to the same Edward or to his designated attorney, his executors or assigns, under the condition following, and unless he does this(?), he wills & grants for himself, his heirs, executors & administrators by these presents that then the foresaid sum of money be levied & recovered of all & singular the manors, messuages, land, tenements, goods, chattels, possessions & hereditaments whatsoever of himself, John Lyly, his heirs, executors & administrators, whithersoever they shall be found, to the sole & proper use & behoof of him, Edward Hubberd, his heirs, executors & administrators, witness the said Lady the Queen at Westminster on the twentieth day of May in the twenty-ninth year of the reign of our Lady Elizabeth by the grace of God Queen of England, France and Ireland, Defender of the Faith etc. 1587.]

The condition of this recognizance is such that if th' above bounden John Lyly, his heirs and assigns and every of them, do well and truly observe, perform, fulfil and keep all and every covenant, grants, articles and agreements specified and declared in a pair of indentures bearing date the tenth of May made between him, the said John Lyly, on the

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one part, and the above-named Edward Hubberd and Jane, his wife, on the other part, which on the part and behalf of the said John Lyly, his heirs and assigns, are to be observed, performed and kept, that then this recognizance to be void, otherwise to remain in full force and effect.