

SUMMARY: The document below is the indenture of bargain and sale of 20 December 1575 by which Oxford's manors of Roseworthy in Gwinear, Tregenna Wollas and Tregenna Wartha in St Ewe, Bejowan in St Columb Minor, Domellick in St Dennis, Tresithney in St Columb Major, and Tregorrick in St Austell, all in Cornwall, were sold to Sir John Arundel (d.1590) of Lanherne by Oxford's three trustees, Sir William Cordell, Master of the Rolls, Thomas Bromley, the Queen's Solicitor-General, and Edward Hubberd, Oxford's receiver-general, for the stated consideration of £3083 5s 8d [sic for £3089 6s 8d], payable 900 marks [=£600] at the ensealing and delivery of the indenture, £1244 13s 4d on 1 November 1576, and a further £1244 13s 4d on 1 November 1577. On 20 June 1571, Sir John Arundel had been appointed surveyor of Oxford's lands in Cornwall and Devon. For his will, see TNA PROB 11/76, f. 290. On 20 January 1575 Oxford had conveyed these and other manors to his three trustees, Cordell, Bromley and Hubberd, for £6000 by an indenture of bargain and sale (see SRO D615/D 45 (1)). Although nominally Oxford's trustees, it would appear that Cordell and Bromley represented the Queen's interests, since when Oxford sued his livery in 1572, he had been required to pledge all his lands as security for his debt to the Queen in the Court of Wards. Legal title to the manors passed from Oxford to the three trustees by a fine of 27 January and 18 April 1575 (see AR/1/854). Oxford intended to use the proceeds of the sale to finance his trip to the continent. He left England in the first week of February 1575, two weeks after having conveyed the manors in question to his three trustees, and only a few days after the fine of 27 January and 18 April 1575. Oxford thus resembles the melancholy Jacques in *As You Like It*, to whom Rosalind says:

A traveller! By my faith, you have great reason to be sad. I fear you have sold your own lands to see other men's; then, to have seen much, and to have nothing, is to have rich eyes and poor hands. (4/1/22-5)

See also Oxford's letter to Lord Burghley from Siena on 3 January 1576 (CP 9/1), in which he refers to:

that land of mine which in Cornwall I have appointed to be sold, according to that first order for mine expenses in this travel

See also Lord Burghley's memorandum of 10 July 1576 (CP 157/131) written after Oxford's return in which Lord Burghley defends himself from allegations that he had failed to supply Oxford with funds during his travels:

2. Secondly, I did from time to time for the whole time my Lord of Oxford was absent, with my credit and my bills to Mr Spinola here in London, procure all the money that was sent over to him, and to prove that my Lord was not [sic] cared for by me, when there was no money to be had of his own by sale of his lands, I did, of mine own credit, and having no counter-surance of my Lord, because he should not be destitute, procure to be made overseas within the space of the first 6 months £2390, of which there was not one penny answered of my Lord's own money. And to prove this, Mr Spinola, upon my bond, forbare this sum unpaid to him near hand 6 months.

Item, to prove that I was careful for my Lord of Oxford to have money and not to lack, by my bills and credit, I having no assurance, there was made over in the whole, from February [=1575], when my Lord went, until June, the said £2390, and from thence until September £861, and from thence until the 4 of November £1361, which amounteth unto above £4000, and yet before my Lord came home I also gave my bill for £800 more to Atkins, who by chance came not to his Lordship, but yet my care was not the less.

And thus I conclude that I am unjustly and untruly charged that I did not my diligence in procuring of money to be sent over.

The fact that Oxford's manors in Cornwall were not sold to Sir John Arundel until 20 December 1575 supports Lord Burghley's claim that he himself was required to supply Oxford with over £4500 during the first year of Oxford's travels.

Although two payments of £1244 13s 4d apiece were to be made by Sir John Arundel on 1 November 1576 and 1 November 1577 under the terms of the indenture of bargain and sale below, two receipts issued to Sir John Arundel indicate that he made both payments well in advance of those dates, on 13 July 1576 (see AR/1/859/1 and AR1/859/2). Moreover on the same date, 13 July 1576, Oxford entered into a recognizance in Chancery to Sir John Arundel in the amount of £3150 for peaceable enjoyment of the Cornwall manors (see AR/1/858). It would appear from these documents that Sir John Arundel made the two final payments for Oxford's manors in Cornwall well ahead of the payment schedule set out in the indenture of bargain and sale of 20 December 1575, and that as of 13 July 1576 Arundel had fulfilled all his financial obligations under the contract. These two early payments by Arundel must have represented a significant financial benefit to Oxford, who had arrived back in England owing Lord Burghley over £4500 (see above). How Oxford paid his debt to Lord Burghley is unclear. The debt may have precipitated the sale of some of Oxford's other manors.

For the lease for 41 years granted by Oxford on 28 January 1575 to his servant, Thomas Atkinson, referred to in the indenture below, see AR/1/853. The indenture below also refers to a separate indenture of 16 December 1575 by which certain lands which formed part of these manors were bargained and sold to Sir John Arundel's brother, Edward Arundel. There are notes on both the front and back of the indenture below in a modern hand.

This indenture made the twentieth day of December in the eighteenth year [=20 December 1575] 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 Sir William Cordell, knight, Master of the Rolls, Thomas Bromley, esquire, Solicitor-General to our said Sovereign Lady the Queen's Majesty, and Edward Hubberd,

esquire, receiver-general unto the right honourable Edward, Earl of Oxenford, of thone part, and Sir John Arundel of Lanherne in the county of Cornwall, knight, of thother part;

WITNESSETH that the said Sir William Cordell, Thomas Bromley and Edward Hubberd for and in consideration of the sum of three thousand forescore three pounds five shillings eight pence [=£3083 5s 8d] of lawful money of England unto the said Edward Hubberd or to his executors to the use of the said Edward, Earl of Oxenford, his executors or administrators, by the said Sir John Arundel, his heirs and executors or some of them, at and before th' ensealing and delivery of these presents in hand paid and to be paid in manner and form hereafter ensuing, that is to say, at th' ensealing and delivery of these presents nine hundred marks [=£600] of lawful money of England, and at the feast of All Saints next ensuing the date hereof [=1 November 1576] at the font-stone within the Temple Church in London between the hours of eight of the clock in the forenoon and three of the clock in the afternoon of the same feast-day one thousand two hundred forty-four pounds thirteen shillings four pence of lawful money of England, and at the feast of All Saints which shall be in the year of Our Lord God one thousand five hundred threescore and seventeen [=1 November 1577] at the place aforesaid and between the hours before limited one thousand two hundred forty-four pounds thirteen shillings four pence of like lawful money of England, have bargained and sold and by these presents do bargain and sell unto the said Sir John Arundel, his heirs and assigns, all those their manors of Roseworthy, Tregenna Wollas and Wartha, Domellick, Tresithney, Bejowan and Tregorrick with their rights, members and appurtenances set, lying and being within the said county of Cornwall, and also all and singular their messuages, tofts, mills, dovehouses, orchards, gardens, lands, meadows, pastures, woods, underwoods, rents, reversions, services and hereditaments whatsoever to the said manors or to any of them belonging or appertaining or accepted, reputed, taken or used as part, parcel or member of the same manors or any of them, and also all other their lands, tenements and hereditaments which late were th' inheritance of the said Earl of Oxenford in the said county of Cornwall, except and out of this present bargain and sale forprised all and singular the messuages, lands, tenements, rents, reversions, services, profits, commodities and hereditaments which the said Sir William Cordell, Thomas Bromley and Edward Hubberd have bargained and conveyed unto Edward Arundel, esquire, brother to the said Sir John, and to the heirs of the said Edward Arundel by indenture bearing date the sixteenth day of this present December;

AND ALSO THE SAID Sir William Cordell, Thomas Bromley and Edward Hubberd for the consideration aforesaid do by these presents bargain and sell unto the said Sir John Arundel and to his heirs and assigns forever all deeds, evidences, court rolls, rentals, counterpanes of leases, charters and muniments whatsoever concerning the said premises (except before excepted) or only any part or parcel thereof;

TO HAVE AND TO HOLD the said manors and all and singular the premises except before excepted with all and singular th' appurtenances to the said Sir John Arundel or his heirs and assigns to the use and behoof of the said Sir John Arundel, his heirs and assigns, forever;

AND THE SAID Sir William Cordell for himself, his heirs, executors and administrators and every of them doth covenant, promise and grant to and with the said Sir John Arundel, his heirs, executors and assigns and every of them by these presents that, as well the said Sir John Arundel, his heirs & assigns and every of them, as also the said lordships and manors and other the premises by these presents limited to be bargained and sold with th' appurtenances and every part and parcel thereof (except before excepted), at th' ensealing and delivery of these presents are and be, and so from time to time at all times forever hereafter shall be and continue clearly acquitted, discharged or otherwise by the said Sir William Cordell, his executors or administrators, upon reasonable notice to him or them given, saved harmless of and from all and all manner of former bargains, sales feoffments, gifts, grants, fines, recoveries, rents, recognizances, statutes merchant and of the Staple, titles, troubles, charges, and encumbrances whatsoever had, made, committed, knowledged or done by the said Sir William Cordell or by any other person and persons claiming in, from, by or under the said Sir William Cordell, one lease or grant heretofore made by the said Sir William Cordell, Thomas Bromley and Edward Hubberd unto Thomas Atkinson, gentleman, servant to the said Earl, bearing date the twelfth day of this present December of the site of the manor of Tresithney in the said county of Cornwall and of certain lands and tenements in the same deed mentioned for forty-one years, and the rents and services from henceforth to be done to the chief lord or lords of the fee thereof only excepted and forprised;

AND THE SAID Thomas Bromley for himself, his heirs, executors and administrators and every of them doth covenant, promise and grant to and with the said Sir John Arundel, his heirs, executors and assigns and every of them by these presents that, as well the said Sir John Arundel, his heirs and assigns and every of them, as also the said lordships and manors and other the premises by these presents limited to be bargained and sold with th' appurtenances and every part and parcel thereof (except before excepted) at th' ensealing and delivery of these presents are and be and so from time to time and at all times forever hereafter shall be and continue clearly acquitted, discharged or otherwise by the said Thomas Bromley, his executors or administrators, upon reasonable notice to him or them given, saved harmless of and from all and all manner of former bargains, sales, feoffments, gifts, grants, fines, recoveries, rents, recognizances, statutes merchant and of the Staple, titles, troubles, charges and encumbrances whatsoever had, made, committed, knowledged or done by the said Thomas Bromley or by any other person and person claiming in, from, by or under the said Thomas Bromley, the said lease or grant heretofore made by the said Sir William Cordell, Thomas Bromley and Edward Hubberd unto the said Thomas Atkinson in manner and form aforesaid, and the rents and services from henceforth to be done to the chief lord of lords of the fee thereof only excepted and forprised;

AND THE SAID Edward Hubberd for himself, his heirs, executors and administrators and every of them doth covenant, promise & grant to and with the said Sir John Arundel, his heirs, executors and assigns and every of them by these presents that, as well the said Sir John Arundel, his heirs and assigns & every of them, as also the said lordships and manors and other the premises by these presents limited to be bargained and sold with th' appurtenances and every part and parcel thereof (except before excepted) at th' ensealing

and delivery of these presents are and be, and so from time to time and at all times forever hereafter shall be and continue clearly acquitted, discharged or otherwise by the said Edward Hubberd, his executors or administrators, upon reasonable notice to him or them given, saved harmless of and from all and all manner of former bargains, sales, feoffments, gifts, grants, fines, recoveries, rents, recognizances, statutes merchant and of the Staple, titles, troubles, charges and encumbrances whatsoever had, made, committed, knowledged or done by the said Edward Hubberd or by any other person and persons claiming in, from, by or under the said Edward Hubberd, the said lease or grant heretofore made by the said Sir William Cordell, Thomas Bromley and Edward Hubberd unto the said Thomas Atkinson in manner and form aforesaid and the rents, and services from henceforth to be done to the chief lord or lords of the fee thereof only excepted and forprised;

PROVIDED ALWAYS and nevertheless it is covenanted, granted, promised, concluded and agreed between the said parties to these presents that if the said Sir John Arundel, his heirs, executors or some of them do not fully content, satisfy and pay to the said Edward Hubberd or to his executors or administrators to the use of the said Earl of Oxenford, his executors or administrators, the said several sum and sums of money and every parcel thereof at the days and places before by these presents limited to be paid in manner and form aforesaid and according to the true intent and meaning of these presents, that then and from thenceforth from and after such(?) default of payment of any of the said payments, this present bargain and sale and every clause and article aforesaid shall be utterly void and of none effect, and that then and from thenceforth from and after such default of payment as well these present indentures of bargain and sale as also the said Sir John Arundel, his heirs and assigns, and all other persons claiming the premises or any parcel thereof in, by or from the said Sir John Arundel, his heirs or assigns, and all other deed or deeds of feoffment or other assurances to be made to the said Sir John Arundel of the premises before mentioned or limited by these presents to be bargained and sold shall be to th' only use and uses of the said Sir William Cordell, Thomas Bromley and Edward Hubberd, their heirs and assigns, forever, these presents of anything therein contained or th' enrolment of the same or any other assurances to be made to the said Sir John Arundel to the contrary in any wise notwithstanding;

AND IT IS FARTHER concluded and agreed between the parties to these presents, and the said Sir William Cordell, Thomas Bromley and Edward Hubberd are contented and agreed that if the said Sir John Arundel, his executors, administrators or assigns or any of them shall well and truly content and pay, or cause to be contented and paid, the said several sums of money in these presents contained in manner and form aforesaid, that then and at all times after within the space of one year next after the last payment contained in these presents, the said Sir William Cordell, Thomas Bromley and Edward Hubberd, or the survivor of them then being and his heirs, upon reasonable request of the said Sir John Arundel, his heirs, executors or assigns, and at their costs and charges, shall release to the said Sir John Arundel and to his heirs and assigns all their rights and titles in the premises and every part thereof, and all conditions in these presents contained;

AND THE SAID Edward Hubberd for himself, his heirs and executors and every of them doth covenant, promise and agree to and with the said Sir John Arundel, his heirs and executors and every of them by these presents that he, the said Edward Hubberd, his executors and administrators, upon every payment and full satisfaction of the said several sums of money limited and expressed to be paid to the said Edward Hubberd, his executors or administrators, to the use before limited in manner and form aforesaid, shall make unto the said Sir John Arundel, his heirs and executors, a good and perfect acquitances and acquittance in writing for the receipt of the said several sum and sums under his or their hand and seal for the better proof of the payment thereof;

IN WITNESS whereof the parties abovesaid to these present indentures interchangeably have set their seals, GIVEN the day and year first above-written

William Cordell Thomas Bromley Edward Hubberd

Irrotulata in dorso clausarum cancellarie infrascripte domine Regine decimo septimo Die
ffebruarij annoque infrascripto

Per Iohannem Wythers & W Ballard Deputates clericis Irrotolamentorum

[=Enrolled on the back of the Close [+Rolls] of the Chancery of the within written Lady
Queen on the seventeenth day of February and in the year within written

By John Wythers & W Ballard, Deputies to the Clerks of the Enrolments]