SUMMARY: The document below is the indenture dated 28 June 1582 between Queen Elizabeth and her kinsman Charles Howard (1526-1624), 2nd Lord Howard of Effingham, by which the Queen's 'thirds', that is, her one-third interest in the lands of her ward, Henry Wriothesley (1573-1624), 3rd Earl of Southampton, were leased to Lord Howard during Southampton's minority. The provisions in this lease provide a standard against which to compare the provisions of the lease by which the Queen granted her 'thirds' in Oxford's lands to Sir Robert Dudley, later Earl of Leicester, on 22 October 1563.

Southampton's father, the second Earl, had died on 4 October 1581. The clear yearly value of his lands in the counties of Southampton and Somerset which comprised the Queen's 'thirds' had been assessed in an inquisition post mortem at £370 8-1/2d. Under the terms of the lease, Howard was to pay that amount yearly to the Court of Wards, as well as a fine of £200. The inclusion of a fine was standard in leases of the Queen's thirds, and the absence of a fine in the Queen's lease dated 22 October 1563 of the core de Vere lands to Sir Robert Dudley during Oxford's minority is a clear departure from this standard practice. Another highly unusual aspect of the Queen's lease of the core de Vere lands to Sir Robert Dudley is the statement in the lease that it had been made by the Court of Wards 'knowing her Majesty's special determination to benefit the said Lord Robert Dudley'. No clause of this nature is found in the document below, despite the fact that Lord Howard was the Queen's kinsman and her acting Lord Chamberlain. Five other non-standard aspects of the Queen's lease to Sir Robert Dudley are that (1) by her own admission the Oueen granted Dudley more than the one-third interest to which she was legally entitled (see TNA WARD 8/13, Part 25); (2) the total value of the lands granted to Dudley is approximately £180 more than the valuation for the same lands in the inquisition post mortem, whereas in the lease to Charles Howard the total value of the lands in the lease matches the valuation in the inquisition post mortem; (3) Dudley's lease did not include the standard provision reserving to the Queen the right to presentation of all ecclesiastical benefits such as advowsons; (4) Dudley's lease did not include the standard provision providing that Dudley pay all fees, annuities, reprises etc. 'lawfully demanded and going out of the lands during the minority of the heir'; and (5) Dudley's lease provided that any monies required for the repair of the manors of Hedingham and Earls Colne would be paid by the Court of Wards. These seven highly unusual departures from standard procedure in the Queen's lease to Dudley suggest that her desire to benefit Dudley far outweighed both her duty to Oxford as her ward, and to the royal The lease below thus provides a standard against which to measure the favouritism to Sir Robert Dudley which tainted the Queen's lease to him of Oxford's lands.

There are two contemporaneous notes on the dorse of the indenture below. The first states that on 12 February 1591 [=1592], the Queen's licence had been granted to Lord Howard to assign the lease to Thomas Arundell. This was presumably Southampton's brother-in-law, Thomas Arundell (c.1560-1639), later 1st Baron Arundell of Wardour, the son and heir of Sir Matthew Arundell (d.1598) of Wardour Castle in Wiltshire. On 18 June 1585, Thomas Arundell had married Southampton's sister, Mary Wriothesley (c.1567-1607). The reason for Howard's assignment of the lease to Thomas Arundell in

early 1592 is unclear. The second note is a reference to Lord Howard's purchase of Southampton's wardship and marriage from the Court of Wards for £1000 (see TNA Ward 9/157, ff. 74v-75r). Lord Howard's purchase of Southampton's wardship and marriage is cited in Akrigg, G.P.V., *Shakespeare and the Earl of Southampton* (Cambridge: Harvard University Press, 1968) pp: 21-2:

The wardship and Marryage of the said Earles heres masclo [male heir] . . . Is solde to the Right honorable Charles Lord howard of Effingham Lord Chamberlen to her majestye for one thowsand pounds

As stated in the final clause of the indenture below, it was made in duplicate, the copy below, signed by Lord Burghley and sealed with the seal of the Court of Wards, being the part retained by Lord Howard.

THIS INDENTURE MADE between the most excellent Princess and our most dread Sovereign Lady Elizabeth, by the grace of God Queen of England, France and Ireland, Defender of the Faith etc., of thone party, and the right honourable Charles, Lord Howard of Effingham, of thother party,

WITNESSETH that our said Sovereign Lady with th' advice of the Master and Council of her Grace's Court of Wards and Liveries, for and in consideration of the sum of £200 of lawful English money to the Receiver-General of the said Court in the name of a fine to her Highness' use in form following to be paid, viz., at the feast of th' Annunciation of Our Lady next ensuing the date hereof £50, and so yearly at the same feast of th' Annunciation of Our Lady £50 until the said sum of £200 be fully paid, is contented and pleased to grant and by these presents doth demise, grant and to farm let unto the said Charles, Lord Howard of Effingham, parcel of the lands and inheritance [+of the] late Henry, Earl of Southampton, deceased, in the county of Southampton and Somerset hereafter particularly set forth and declared, that is to say, in the county of Southampton these parcels following, viz.:

The monastery, lordship or manor of Beaulieu alias Bollo loco Regis with th' appurtenances (except the mansion of the same monastery, with the rectory of Beaulieu and the demesne land of the said manor late in th' occupation of the said Earl of Southampton), by year £166 4s 8d;

The manor of Cheke and the Brytton alias Charke Le Brutton, by year £14 5s 5d;

The manor of Bromwich with th' appurtenances, by year £12 5s 8d;

The farm or burgage of Iepoley alias Ipley, with lands and pastures called Culverley farms, Crofts and Farringedon in Ipley, by year 53s 4d;

One messuage with th' appurtenances in the town of Southampton now in th' occupation of divers persons for term of years, by year £6 11s 8d;

Certain lands within the parish of North Stoneham called Ilandes, parcel of the manor of North Stoneham, late in the tenure of Richard Bensled, by year 40s;

The manor of Newlands with th' appurtenances, by year £13 11s 5d;

The manor of Segenworth with th' appurtenances (except the site and the demesne lands of the same manor late in the tenure of the said Earl of Southampton), by year £51;

Certain parcels of land called the Glewood, parcel of the manor of Titchfield in the parish of Titchfield, by year £30;

One annual rent of £20 called certain money granted to the said Earl and his heirs males out of the castle or the Queen's Majesty's port of Southampton;

And in the county of Somerset this parcel following, that is to say, the manor of Long Sutton with th' appurtenances except the demesne lands of the said manor, by year £44 14s 6d;

All which premises before recited are of the clear yearly value of £370 8-1/2d, being in th' hands and possession of our said Sovereign Lady by the minority of Henry, Earl of Southampton, her Highness' ward, son and male heir of the said Henry, Earl of Southampton, deceased;

EXCEPTED and always reserved out of the said grant all advowsons, presentations, nominations, gifts of churches and special promotions, woods, wards, marriages, knights' fees, reliefs, fines, heriots, mines of metal, stone and coal rising and growing in and upon the said manors and premises;

TO HAVE AND TO HOLD the said lordships, manors, lands, tenements and hereditaments and all other the premises with th' appurtenances, except before excepted, to the said Charles, Lord Howard of Effingham, his executors and assigns, from the feast of St. Michael th' Archangel last past before the date hereof during the minority of the said heir;

YIELDING AND PAYING therefore yearly during the said term to the Queen's Majesty's feodaries of her said county of Southampton and Somerset or to their lawful deputies for the time being to her Highness' use the sum of three hundred threescore ten pounds eight pence halfpenny [=£370 8-1/2d], viz., to the feodary of Southampton £325 18s 2-1/2d, and to the feodary of the county of Somerset £44 2s 6d, at the feasts of th' Annunciation of Our Lady and of St. Michael th' Archangel by even portions, over and above 16s yearly allowed to th' auditor's clerk for engrossing th' accounts of the premises;

AND THE SAID Charles, Lord Howard of Effingham, covenanteth and granteth for him and his assigns by these presents that he, the said Charles, Lord Howard of Effingham, over and above the said rent before reserved, shall also content and pay or cause to be contented and paid unto our said Sovereign Lady, her heirs and successors, as well all such sums of money which shall hereafter be found due and payable in the said Court for the mean rates and profit of the said lordship, manors, lands and other the premises with th' appurtenances, as well from the death of the said Henry, Earl of Southampton, until the beginning of this lease and grant not being already paid, as also from the last half year of the said term until such time as the said lordship, manors, messuages, lands and other the premises with th' appurtenances be prosecuted and had out of th' hands and possession of our said Sovereign Lady or of her heirs and successors by livery, ouster-lemain or otherwise according to th' order of the law;

AND THE SAID Charles, Lord Howard of Effingham, covenanteth and granteth for him and his assigns by these presents that he, the said Charles, Lord Howard of Effingham, and his assigns during the said term shall at his and their own costs and charges make or cause or be made all manner of necessary and needful reparations in and upon the said lordship, manors and premises with th' appurtenances when and as often as need shall require, and so sufficiently repaired in th' end of the said term shall leave the same;

And shall likewise content and pay as well all the things before excepted and reprised whensoever any of them determine and cease, as also all fees, annuities, reprises, rents resolutes, tenths, and all other charges lawfully demanded and going out of the said lordship, manors and premises with th' appurtenances during the minority of the said heir;

And shall likewise from time to time permit and suffer the feodaries of the said counties of Southampton and Somerset for the time being to survey the said lordships, manors, lands and premises with th' appurtenances and every part thereof, as well for the knowledge of the performance of the covenants contained in this indenture on the behalf of the said Charles, Lord Howard of Effingham, and his assigns, as of all wastes, incommodities, hurts and decays already fallen due, happened, and which may arise and grow to th' hindrance of the said heir or to th' impairment of the Queen's Majesty's interest and right, and shall at all times hereafter be contented to receive and fulfil all such further orders which the said Master and Council shall take for the redress of any default found by the said survey so as neither the Queen's Majesty nor her Highness' said ward do sustain any loss or prejudice by their negligence or for lack of their help to whom the charge thereof appertaineth;

AND THE SAID Charles, Lord Howard of Effingham, covenanteth and granteth for him and his assigns by these presents that if at any time hereafter by the survey of the said Master and Council or any other by them authorized it be found that the said lordship, manors, lands and premises or any part thereof were of more yearly value or rent at the time of the making hereof than the rent before reserved doth amount unto, or that any rent or profit whereof the Queen's Majesty ought to be answered be omitted and not truly reserved upon this lease and grant, that then the said Charles, Lord Howard of Effingham,

and his assigns shall content and pay yearly during the said term to the Receiver-General of the said Court for the time being to her Highness' use at the feasts afore limited for payment of the said rent th' overplus found by the said survey to be above the said rent of £370 8-1/2d, and shall likewise content and pay th' arrears of the same overplus from the beginning of this lease and grant;

AND THE SAID Charles, Lord Howard of Effingham, covenanteth and granteth [-and granteth] for him and his assigns by these presents that neither he, the said Charles, Lord Howard, ne his assigns shall do or suffer to be done any strip, waste, spoil, ruin, disorder, intrusion or encroachment upon the premises or any part thereof, ne wittingly decay any rent or service belonging to the same, nor expel or put out any tenant or tenants holding any part or parcel of the premises without knowledge and agreement of the said Master and Council for the time being, and if at any time hereafter it fortune any strip, waste, spoil, disorder, ruin, intrusion or encroachment to be done or made or expelling of tenants upon any part or parcel of the said inheritance, or if any evidences, muniments or writings concerning the said inheritance be embezzled, withdrawn, cancelled or misused to the knowledge of the said Charles, Lord Howard, or his assigns to the prejudice of th' inheritance of the said heir;

THAT THEN the said Charles, Lord Howard of Effingham, and his assigns, as much as in him and them lieth, shall save and defend the same, and for lack of power and sufficient authority so to do, shall, forthwith after knowledge thereof had, certify the same to the said Master and Council for the time being, and receive and prosecute forth their order for the reformation thereof to and for th' advancement of the Queen's Majesty's interest and right and for the preservation, safeguard and tuition of the inheritance of the said heir;

AND IT IS AGREED on the behalf of the Queen's Majesty by the said Master and Council that he, the said Charles, Lord Howard of Effingham, and his assigns during the said term shall have and take in and upon the said lordship, manors, messuages, lands and other the premises with th' appurtenances by th' assignment of the Master and Council or any other by them authorized sufficient housebote, hedgebote, firebote, cartbote and ploughbote only to be used and expended in and upon the said lordship, manors, messuages, lands and other the premises with th' appurtenances;

AND THE SAID Charles, Lord Howard, covenanteth and granteth for him and his assigns by these presents that he, the said Charles, Lord Howard, or his assigns shall cause the courts heretofore used and had in and upon the said lordship, manors, messuages, lands and other the premises to be yearly kept, the court rolls engrossed and surely laid up together with all evidences and writings coming to th' hands of the said Charles, Lord Howard of Effingham, and his assigns concerning the inheritance of the said heir so as they may safely come to him at the time of his full age without concealment, embezzelling or loss of them or any of them to the knowledge of the said Charles, Lord Howard, or his assigns;

AND THE SAID Charles, Lord Howard, covenanteth [-covenanteth] and granteth for him and his assigns by these presents that neither he, the said Charles, Lord Howard, and his assigns shall give, grant, commit, bargain or sell this lease or his interest in the same to any person or persons without knowledge and agreement of the said Master and Council for the time being, and shall once in every year during the said term bring or send to the Auditor-General of the said Court his acquittance declaring payment of the said rent before reserved or hereafter growing upon this lease, and also bring this same lease within one half year next after the date hereof to th' Auditor aforesaid to have the same there enrolled so as the same Auditor may have perfect knowledge and understanding how to charge and allow the said rent before reserved or hereafter growing upon this lease at all times hereafter when need shall require;

AND IT IS PROVIDED on the behalf of the Queen's Majesty by the said Master and Council that if at any time hereafter during the said term it fortune the said rent of £370 8-1/2d to be behind, unpaid in part or in all after any of the said feasts in which it ought to be paid by the space of two months, or if any of the said covenants be broken, unkept and not reformed within three months next after lawful warning to him or them thereof given, that then this lease to be void and of none effect, and that it shall be lawful to the said Master and Council or any other by them authorized into the premises with th' appurtenances and every part thereof not only to re-enter and the same to repossede and continue to th' use of the Queen's Majesty, but also to distrain the goods and chattels of the said Charles, Lord Howard, and his assigns, and the same to lead, drive, carry away, withhold, bargain and sell to th' use of the Queen's Majesty until her Highness be fully answered and paid as well of the said rent and th' arrearages thereof as of the value of the detainment and damage sustained by breaking of the said covenants or of any clause or article herein contained, this lease or anything herein contained to the contrary in any wise notwithstanding;

IN WITNESS WHEREOF to thone part of these indentures remaining with the said Charles, Lord Howard, our said Sovereign Lady's seal of her Grace's Court of Wards and Liveries with th' advice of the Master and Council of the same Court is affixed and set to, and to thother part remaining with our said Sovereign Lady in her Grace's said Court, the said Charles, Lord Howard of Effingham hath put to his seal and subscribed his name the 28th day of June in the 24th year [=28 June 1582] of our said Sovereign Lady's most gracious reign.

[Signature of W. Burghley and seal of Court of Wards at foot of document]

Two notes on dorse of the indenture:

Xijmo febr{uarij} 1591 [=12 February 1591/2]

M{emoran}d{um}. That the day and year abovesaid licence is granted to the within written right ho{nourable} Charles Lo{rd} Howard to alien, assign and set over this lease

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and his interest therein unto Thomas Arundell, esquire, so that the same setting over be not prejudicial to the Queen's Majesty for any covenant or bond taken for performance of covenants other than only for the covenant of not alienating this lease.

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p{er} ord{inem} xijo febr{uarij}.
A{nn}o [ot?] R{egin}e Eliz{abethe] xxxiiijto
p{er} Hare cl{er}ic{us}
Wardor{um}

28to June 24 E{lizabeth}
Com{itatus} South{amp}t{on}
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The right {honourable} Charles Lord Howard of Effingham for the wardship and marriage of Henry, Earl of Southampton son and next heir of Henry, late Earl of Southampton, deceased

[Tr?] [li?] Anno xxiiijo

et Somers {e}t