

SUMMARY: This lease dated 16 May 1587 between Oxford and Thomas Harrington for Swetney wood is unusual in that it was made for a term of 1000 years at a rent of a mere penny a year if demanded. The fine was £86 13s 4d, and as Oxford was in a financially difficult situation in 1587 it may be that a present gain of that amount was worth any possibility of future revenue from the property. It seems likely that Oxford was unable to sell any properties at that time because of extents by the Queen for his debt to the Court of Wards. A 1000-year lease, which was the equivalent of a sale, was perhaps the only option open to him. The copy below, which is signed by Oxford, would have been Thomas Harrington's copy.

This indenture made the sixteenth day of May in the nine and twentieth year [=16 May 1587] 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 honourable Edward de Vere, Earl of Oxenford, Lord Great Chamberlain of England, Viscount Bulbeck, Lord of Badlesmere and Scales of thone party, and Thomas Harrington of Hedingham Sible in the county of Essex, yeoman, of thother party;

Witnesseth that the said Earl, for and in consideration of the sum of fourscore six pounds thirteen shillings and fourpence of lawful money of England unto him, the said Earl, by the said Thomas Harrington beforehand paid, whereof and wherewith he, the said Earl, doth acknowledge himself to be fully satisfied, contented, and paid, and thereof, and of every part and parcel thereof, doth acquit, exonerate, and discharge the said Thomas Harrington, his executors and administrators by these presents, and for divers other good causes and considerations him, the said Earl, thereunto especially moving, hath demised, granted, betaken, and to farm letten, and by these presents doth demise, grant, betake, and to farm let unto the said Thomas Harrington all that wood and wood-ground commonly called or known by the name of Swetney wood, with all the ground and soil thereof containing by estimation twenty and six acres, be it more or less, lying and being in Hedingham Sible and Gosfield in the county of Essex, that is to say between the wood of John Lucas, esquire, on the part of the east, and the grove called Webb's grove and the lands belonging to Liston Hall on the west part, the one head thereof abutteth upon the lands of Robert Spilman towards the north, and the other head thereof abutteth upon the lands belonging to Liston Hall aforesaid towards the south;

And the said Earl doth by these presents grant, bargain, and sell unto the said Thomas Harrington all and singular the woods, underwoods, timber, and trees now standing, growing, and being, or which at any time hereafter during the term of years granted by these presents shall be standing, growing, or being in and upon the said wood called Swetney wood, together with free way, passage, egress, regress, course and recourse with men, horses, beasts, carts and carriage unto and from all and every the said premises by these premises demised by and through all such usual chase-ways, lanes, paths, and other ways as do appertain or have been used to the said wood and leading to the same premises or any of them or thereunto next adjoining at all time and times during the term

of years underwritten to go and drive with cattle, horses, carriages, and otherwise to and from the said demised premises and to and from all and every part and parcel thereof as is aforesaid;

To have and to hold all and singular the said wood, soil, and ground and all other the demised premises with th' appurtenances unto the said Thomas Harrington, his executors and assigns, from the feast of th' Annunciation of Our Lady St. Mary the Virgin last past before the date hereof unto the end and term of one thousand years from thenceforth next ensuing and fully to be complete, expired, and ended without impeachment of any manner of waste;

Yielding and paying therefore yearly during the said term unto the said Earl, his heirs and assigns, one penny of lawful money of England always at the feast of th' Annunciation of Our Lady the Virgin if it be demanded;

And the said Earl, for him, his heirs, executors, and administrators, doth covenant, promise, and grant to and with the said Thomas Harrington, his executors, administrators, and assigns, in manner following by these presents, that is to say that he, the said Earl, at the time of the ensealing and delivery of these presents is true, rightful, and lawful owner of the said wood and other the premises with th' appurtenances before by these presents mentioned to be demised and granted and of every part and parcel of the same, and that he now is thereof fully and rightfully seised of a good, perfect, rightful, and indefeasible estate in fee simple in possession to his own use without any other estate, condition, remainder, or limitation thereof settled or vested in our said Sovereign Lady the Queen Elizabeth or in any other person or persons whatsoever, and that he, the said Earl, hath full power and lawful authority to demise and grant the same wood-ground and every part and parcel thereof unto the said Thomas Harrington, his executors, administrators, and assigns during the said term of one thousand years according to th' effect and true meaning of these presents;

And that he, the said Thomas Harrington, his executors, administrators, and assigns, shall and may peaceably and quietly have, hold, occupy and enjoy the said wood and wood-ground and other the premises with th' appurtenances, and all the trees now or hereafter growing upon the same together with all other the issues and profits thereof, have, perceive, and take to his and their own proper use and behoof during the said term of one thousand years without the let, trouble, denial, disturbance, eviction, expulsion, or putting out of the said Earl or his heirs or of any other person or persons claiming in, from, by, or under the title and estate of the said Earl or of any of his ancestors or by his means or consent;

And that the said premises now be, and so from time to time shall continue, remain, and be, unto the said Thomas Harrington, his executors, administrators, and assigns during all the said term aforesaid discharged or saved harmless of or from all and all manner of former bargains, grants, sales, titles, uses, wills, jointures, dowers, statutes, recognizances, wood sales, extents, executions, leases, rents, arrearages of rents, and of

and from all other charges and encumbrances whatsoever had, made, committed, done, or suffered by the said Earl or by any of his ancestors;

And further the said Earl for him, his heirs, executors, and administrators doth covenant, promise, and grant to and with the said Thomas Harrington, his executors, administrators, and assigns by these presents that he, the said Earl, his heirs and assigns, at all and every time and times hereafter during the space of five years now next ensuing the date hereof upon the request of the said Thomas Harrington, his executors, administrators, or assigns, and at the costs and charges in the law of the said Thomas Harrington, his executors, administrators, or assigns, shall and will do, make, execute, acknowledge and suffer, or cause to be done, made, executed, acknowledged and suffered to the said Thomas Harrington, or to such other person or persons as the said Thomas Harrington shall nominate and appoint, all and every such further act and acts, thing and things, devise and devises, and conveyances or assurance in the law of the said premises and of every part and parcel thereof as shall be reasonably devised or advised by the said Thomas Harrington, his executors, administrators, or assigns or his or their learned counsel for the perfecter and more sure making, conveying, and assuring of the said premises and of every part and parcel thereof to the said Thomas Harrington, his executors, administrators, and assigns, be it by fine, recovery with single or double voucher or vouchers or otherwise, or by all or any of these ways or means, and as often as he or they shall be required;

All which assurances and conveyances so to be had and made shall be to th' only use and behoof of the said Thomas Harrington, his executors, administrators, and assigns during the said term of one thousand years, and then to the use of the said Earl, his heirs and assigns, forever;

In witness whereof the parties above-named to these present indentures interchangeably have set their hands and seals the day and year above-written.

Edward Oxford

Irrotulatur in dorso Clausarum Cancellarie infrascripte domine Regine vicesimo quarto die maij Anno infrascripto per Willelmum Herd et Johannem Baylye deputates Clericis Irrotulamentorum

[=Enrolled on the back of the Close [+Rolls ]of the Chancery of the within-written Lady Queen on the twenty-fourth day of May in the within-written year by William Herd and John Bailey, Deputies to the Clerks of the Enrolments]

Oxonie Comes & Harrington