

SUMMARY: The document below is a copy of the indenture, dated 10 December 1571, by which Oxford granted a 21-year lease of the manor of Weybourne in Norfolk to his servant, Roger Clopton of Liston Hall, for the yearly rent of £31 2s 1-1/2d. The will of Oxford's father, John de Vere (1512-1562), 16<sup>th</sup> Earl of Oxford, contains a bequest of £10 to one of his gentlemen servants named Roger Clopton (see TNA PROB 11/46, ff. 174v-6). It is possible that this is the same Roger Clopton to whom Oxford granted the lease below. A Roger Clopton was also a defender in a three-day tournament at Westminster in 1571 in which Oxford was one of the challengers (see Segar, William, *The Book of Honor and Armes* (New York: Scholars' Facsimiles & Reprints, 1975) pp. 94-5).

For the licence dated 20 April 1580 authorizing Oxford to alienate his manor of Weybourne to Sir Edward Clere (d. 8 June 1606), see TNA C 66/1197, mm. 15-16. For the recognizance in the amount of £2000 which Oxford acknowledged in Chancery on 12 May 1580 in connection with the sale, see TNA C 54/1095, Part 25. The condition of the recognizance mentions Oxford's lease to Clopton, stating that Oxford shall save Clere harmless from all prior transactions with two exceptions, one of which is:

*one such lease as is made of the foresaid premises or of some part thereof unto Roger Clopton of Beeston in the county of Norfolk, gentleman, for divers and sundry years, whereof there are not yet to come above the number of twelve years, and upon which lease the yearly rent of thirty-one pounds two shillings one penny and a halfpenny is so reserved as the same shall be yearly payable unto the said Sir Edward Clere, his heirs and assigns, during all the said term . . . .*

For the release, dated 20 March 1581, by Robert Christmas to Sir Edward Clere of his interest in a lease of the manor of Weybourne in Norfolk bequeathed to him in the 16<sup>th</sup> Earl's will, see NRS 10865 25 D4.

The document below contains marginal notes in another hand which summarize the terms of the lease. These have not been transcribed.

This indenture made the tenth day of December in the 14<sup>th</sup> year [=10 December 1571] 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 and Lord of Badlesmere and Scales, of thone party, and Roger Clopton of Liston(?) in the county of Essex, gentleman, servant to the said Earl, of thother party;

Witnesseth that the said Earl for divers good causes and considerations him moving, and for the good and faithful service heretofore done by the said Roger Clopton, hath demised, granted and to farm letten and by these presents doth demise, grant and to farm let unto the said Roger Clopton and his assigns all that the manor of Weybourne in the

county of Norfolk, together with all the demesnes and demesne lands, tenements, meadows, pastures, feedings, fens, marshes and moors, with all and singular commodities, profits and emoluments to the same belonging or in any wise appertaining or accepted, reputed or taken to be belonging or appertaining to the said manor of Weybourne or as part, parcel or member of the said manor as they be now or late in the tenure and occupation of one Robert Christmas, gentleman, or of his assigns, except and to the said Edward, Earl of Oxenford, his heirs and assigns, always reserved all woods, underwoods and timber-trees now growing or hereafter to grow in and upon the premises and every part thereof;

To have and to hold all the premises with th' appurtenances whatsoever, except before excepted, to the said Roger Clopton, his executors, administrators and assigns, from the feast of Saint Michael th' Archangel last past before the date hereof unto the end and term of 21 years next ensuing and fully to be complete and ended, yielding and paying therefore yearly during the said term of 21 years to the said Edward, Earl of Oxenford, his heirs and assigns, the yearly rent of thirty-one pounds two shillings penny halfpenny of lawful money of England at two terms or feasts in the year, that is to say, at the feast of th' Annunciation of Our Lady the Virgin and Saint Michael th' Archangel by even portions to be paid during the said term;

And the said Roger Clopton for him, his executors and assigns and for every of them, doth covenant and grant to and with the said Earl, his heirs and assigns, by these presents that if the yearly rent above reserved be behind and unpaid in part or in the whole by the space of six weeks next after any time or feast of payment as aforesaid during the term aforesaid, being lawfully asked, that then this lease shall be void;

And the said Roger Clopton for him, his executors, administrators and assigns, covenanteth and granteth to and with the said Earl, his heirs and assigns, by these presents that he, the said Roger Clopton, his executors, administrators and assigns and every of them, shall from time to time during the said term at his and their own proper costs and charges and expenses, and in and by all necessary charges (great timber only excepted), well and sufficiently repair, amend, keep, maintain and uphold all the houses, barns, stables, edifices and buildings standing upon the premises, and every of the same houses and buildings and the hedges and ditches about the premises well and sufficiently repaired, made and amended in th' end of the said term shall leave and yield up, which great timber the said Earl doth covenant for himself, his heirs and assigns, to and with the said Roger Clopton, his executors and assigns, to find during all the said term as often as need shall require to be taken upon the premises;

And the said Roger Clopton doth covenant and grant for him, his executors and assigns, that he, the said Roger Clopton, his executors and assigns, shall yearly during the said term suffer the steward, surveyor or any other officer of the said Earl, his heirs and assigns, or the deputies of any of them, to keep the courts of the said manor within some convenient place in the said capital messuage whensoever it shall please the said Earl, his heirs and assigns, and likewise shall yearly during the said term provide and find convenient and competent meat, drink and lodging for the officers aforesaid and for their

servants and assistants, and also sufficient stable room, hay, provender and litter for their horses and geldings during the time of their abode there for one court there yearly to be holden;

And the said Earl for him, his heirs and assigns, covenanteth and granteth to and with the said Roger Clopton, his executors, administrators and assigns, that he, the said Roger Clopton, his executors, administrators and assigns, shall and may at seasonable time of the year yearly during the said term cut, hew, fell and take within the premises demised sufficient and competent fire-bote, ploughbote, hedge-bote and cart-bote to be spent in and about the premises and the necessary business thereof, and not elsewhere;

And also that he, the said Earl, his heirs and assigns, shall and will at all time and times hereafter at the costs and charges of the said Roger Clopton, his executors, administrators and assigns, do, knowledge and suffer to be done all and every such act and acts, devise and devises, as by the said Roger Clopton, his executors, administrators and assigns and every or any of them shall be reasonable [=reasonably] devised and required to be done or suffered for the good assurance and sure making and devising unto the said Roger Clopton, his executors, administrators and assigns, of the premises above demised and every part thereof according to th' intent and meaning of these present indentures, with such reservations and covenants and every of them as above is mentioned and expressed;

In witness whereof etc.

Endorsed: (1) (apparently in the same hand as the marginal notes): A copy of a demise of Weybourne to Mr Clere December Anno xiiiij Regni Regine Elizabethe which beginneth from Michaelmas Anno 13, (2) And a court-book and two rentals.