SUMMARY: The document below is the indenture by which Oxford granted Edmund Yorke a 42-year lease of his manor of Tilbury juxta Clare. The indenture was entered into at Oxford's rooms at Greenwich on 25 June 1574, and enrolled in Chancery on 28 June 1574.

A week after entering into this indenture, on 1 July 1574 Oxford left the house of Edmund Yorke's mother, Lady Anne Yorke (d.1575), in Walbrook between two and three o'clock in the morning, rode to Wivenhoe, and took ship for Calais in the company of Edmund Yorke's brother, Edward Yorke, and others. On 1 July 1574 Edward Bacon wrote to his brother Nathaniel that:

My Lord of Oxford is gone beyond the sea, & hath carried a great sum of money with him. He took shipping by his house in Essex. My Lord Edward Seymour is with him, Edward Yorke, one Cruse & another(?). He went without leave. The cause of their departure unknown. Much speech thereof. The Queen is said to take it ill.

See Folger MS X.d.502(2) at http://titania.folger.edu/findingaids/dfonathaniel.xml, and Smith, A. Hassell, Gillian Baker and R.W. Kenny, eds., *The Papers of Nathaniel Bacon of Stiffkey*, Vol. I (Norwich: Centre for East Anglian Studies, 1979), p. 123.

Part of the money Oxford carried with him was likely the £300 obtained via his 42-year lease of Tilbury to Edmund Yorke. Oxford also entered into at least one other lease at this time. Oxford's accumulation of funds via these leases, and his having arranged for a ship to take him and his companions from Wivenhoe to Calais, indicates that his flight to the continent was carefully planned in advance.

For further particulars concerning Oxford's connections with the Yorke family, see the will of Edmund Yorke, TNA PROB 11/89/243.

The indenture below was witnessed by Francis Waferer, who was likely the brother of Arden Waferer and the son of Francis Waferer and Mary Arden, the sister of William Arden of Park Hall, said to been second cousins of William Shakespeare of Stratford's mother, Mary Arden, although this relationship has never been definitively established. For William Arden, see his will dated 7 July 1544 and proved 14 April 1546, TNA PROB 11/31/109, and Fetherston, John, ed., *The Visitation of the County of Warwick in the Year 1619*, (London:Harleian Society, 1877), Vol. XII, pp. 73, 181-2 at:

https://archive.org/stream/visitationcount01britgoog#page/n96/mode/2up.

The witness to Oxford's indenture may have been the Francis Waferer who was later ordained priest at Rheims in April 1585. See Foley, Henry, *Records of the English Province of the Society of Jesus*, p. 716 at:

https://books.google.ca/books?id=u_8UAAAAQAAJ&pg=PA716&lpg=PA716&dq=%22Francis+Waferer%22+%22priest%22&source=bl&ots=8nsV0F3tvE&sig=EaWzL-

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21KLaxP2Ljv0SsAiKKuQc&hl=en&sa=X&ved=0CB8Q6AEwAGoVChMIoLa55_W6xwIV0SmICh1y9w16#v=onepage&q=%22Francis%20Waferer%22%20%22priest%22&f=false.

For Arden Waferer, see also Enis, Cathryn, 'The Dudleys, Sir Christopher Hatton and the Justices of Elizabethan Warwickshire', *Midland History*, Vol. 39, No. 1, Spring 2014, pp. 1-35, available online:

Arden Waferer. who became one of Christopher Hatton's closest legal advisors and men of business. Arden Waferer connects Hatton with one of Warwickshire's most controversial figures, Edward Arden, who was Waferer's first cousin. Edward Arden, for whom Waferer acted as legal counsel at the same time as he was working for Hatton . . . .

The manor of Tilbury is stated below to have been 'late in the tenure or occupation of William Golding, esquire', Oxford's maternal uncle. For his will, see TNA PROB 11/72/210.

This indenture made the 25th day of June in the sixteenth year 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 the one party, and Edmund Yorke of Tilbury nigh Clare in the county of Essex, esquire, of the other party;

Witnesseth that the said Earl of Oxenford for and in consideration of the sum of three hundred pounds of lawful money of England to him in hand before the ensealing and delivery of these presents by the said Edmund Yorke well and truly contented and paid, whereof and wherewith the said Earl of Oxenford acknowledgeth himself to be well and truly satisfied and contented, and thereof and of every part and parcel thereof clearly acquitteth and dischargeth the said Edmund Yorke, his heirs, executors and administrators and every of them by these presents, and for divers other considerations him moving, hath demised, granted, betaken and to farm letten and by these presents doth demise, grant, betake and to farm let unto the said Edmund Yorke, his executors, administrators and assigns, all that his site of the manor or capital messuage of Tilbury in the county of Essex aforesaid with a certain wood thereunto belonging commonly called Tilbury Hedge containing by estimation five acres, be it more or less, together with all edifices, buildings, barns, stables, dovehouses, orchards, gardens, lands, pastures, feedings and hereditaments whatsoever to the said capital messuage belonging or appertaining or with the same capital messuage used, occupied or demised, late in the tenure or occupation of William Golding, esquire, or of his assigns, and now in the tenure, use and occupation of the same Edmund Yorke or either of them, and also all the dovehouses and meadows in Tilbury, Belchyn [=Belchamp?], Rygeley and Great Meldom [=Yeldham?] otherwise called Much Meldom now in the tenure or occupation of the said Edmund Yorke, all rents, services, court barons and leets, woods, underwoods

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and trees now growing or hereafter to be growing in or upon the premises other than upon the said wood called Tilbury Hedge only excepted and forprised;

To have and to hold the said manor or capital messuage with all and singular other the premises with the appurtenances (except before excepted) unto the said Edmund Yorke, his executors, administrators and assigns, from the day of the date hereof until the end and term of forty and two years from thence next ensuing and fully to be complete and ended, yielding and paying yearly during the said term unto the said Earl of Oxenford, his heirs and assigns, the sum of sixteen pounds of lawful money of England at two terms or feasts in the year, that is to say, at the feasts of the Annunciation of the Blessed Virgin Saint Mary and St Michael the Archangel by equal portions, and also yielding and delivering yearly at the feast of St Michael the Archangel at the said manor or capital messuage of Tilbury aforesaid unto the said Earl, his heirs or assigns, five quarters of wheat and five quarters of barley, and at the feast of the Birth of Our Lord God one good brawn, allowing and paying unto the said Edmund Yorke, his executors, administrators and assigns yearly during the said term for every quarter of the said wheat 6s 8d, for every quarter of the said barley 4s, and for every of the said boars 3s 4d;

And the said Earl for him, his heirs and assigns, doth covenant, promise and grant to and with the said Edmund Yorke, his executors, administrators and assigns, and to and with every of them by these presents that it shall and may be lawful to and for the said Edmund Yorke, his executors, administrators and assigns, to have and take in and upon the premises sufficient timber for the repairing of the said manor or capital messuage and also to have and take in and upon the premises sufficient fire-bote, hedge-bote, ploughbote and cart-bote to be spent only in and upon the premises and not elsewhere during and by all the said term;

And the said Edmund Yorke for him, his executors, administrators and assigns, doth covenant, promise and grant to and with the said Earl, his heirs and assigns, and to and with every of them by these presents that he, the said Edmund Yorke, his executors, administrators and assigns, from time to time shall at his and their own proper costs and charges well and sufficiently support, keep up and maintain the said manor or capital messuage with the appurtenances in making necessary reparations when and as often and [sic?] need shall require during the said term, and in the end thereof shall so yield and deliver up the same unto the said Earl, his heirs or assigns;

And finally the said Earl for him, his heirs and assigns, doth covenant, promise and grant to and with the said Edmund Yorke, his executors, administrators and assigns and to and with every of them by these presents that he, the said Edmund Yorke, his executors, administrators and assigns, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said manor or capital messuage and all other the premises by these presents demised and granted unto the said Edmund Yorke, his executors, administrators and assigns, with all and singular the appurtenances (except before excepted) without any let, trouble, denial or interruption of him, the said Earl, his heirs or assigns, and without the lawful let, trouble, denial, eviction or interruption of any other person or persons whatsoever;

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

Edward Oxeford

Recognit{um} ha{n}c sua{m} p{rese}ntem Inde{n}tura{m} sup{ra}cript{am} p{re}nobilis Edward{us} Comes Oxon{ie} In Edib{us} eiusd{em} Co{m}itis Grenovici die & Anno sup{ra}script{is} Cora{m} me Io{h}a{n}ne Vaughan vno m{agist}ror{um} Ca{n}cellarie d{omin}us Comes mihi salis(?) notus

[=The right honourable Edward, Earl of Oxford, having acknowledged this his present indenture above-written in the rooms of the same Earl at(?) Greenwich on the day & year above-written before me, John Vaughan, one of the Master of Chancery, the Earl [ ] to me.]

Endorsed:

(1) Sigillat{um} and deliberat{um} die et Anno infrascript{is} in presencia n{ost}r{u}m viz mei Io{h}annis Vaughan vnius m{agist}ror{um} Ca{n}cellarie et mei Francisci Waferer [=Sealed and delivered the day and year within-written in the presence of us, viz., me, John Vaughan, one of the Masters of Chancery, and me, Francis Waferer].

(2) The Earl of Oxenford's bargain and sale of Tilbury to Mr Yorke.

(3) 25 June 16 Eliz{abeth} 1574.

(4) I{rrotula}ta in dors{o} Claus{is} Cancellar{ie} d{omi}ne Regine infrascr{ipte} vicesimo octauo die Iunij Anno infrasc{ripto} [ ] Ballarde [=Enrolled on the dorse of the Close Rolls of the Chancery of the within-written Queen on the twenty-eighth day of June in the year within-written [ ] Ballard].

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