

SUMMARY: The document below is the indenture dated 11 February 1580 by which Jane (nee Josselyn) Kelton transferred to her first cousin, Geoffrey Gates (living 1623) of Lincoln's Inn, the remainder of her interest in a 21-year lease of Colne Priory which had been granted by Oxford on 12 February 1577 to her late husband, Richard Kelton (d.1578), the Earl's receiver. For the burial record of Richard Kelton, see ERO D/P 209/1/1:

*Richard Kelton, gentleman & receiver to the right honourable the Earl of Oxenford, was buried the 17<sup>th</sup> day of August Anno 1578.*

Jane (nee Josselyn) Kelton was the daughter of Sir Thomas Josselyn (b. 1507, d. 24 October 1562) by Dorothy Gates (b.1512, buried 2 July 1582), who was at court during the years 1540-42 in the household of Queen Katherine Howard (1518x24-1542). For the will of Sir Thomas Josselyn, see TNA PROB 11/47/309. For the will of Dorothy Gates, Josselyn, see TNA PROB 11/65/111.

Jane (nee Josselyn) Kelton's first husband, Oxford's receiver, Richard Kelton, is mentioned as a friend in the will of Oxford's stepfather, Charles Tyrrell (d.1570), and was a witness to Charles Tyrrell's will:

*Item, I do give unto my brother, Philip Tyrrell, and my friend, Master Kelton of Colne, all that my lease and term of years yet to come which I have of the said house, manor and priory of Colne with th' appurtenances by any means or ways, as well by force of one indenture made by the late Earl, deceased, to John Booth and Thomas Coe, which said John and Thomas have, by their deed signed and sealed, released over their interest to my late wife, the Countess of Oxford, in her widowhood, as by all other means and ways whereby any right or title of the same might or may accrue or grow to me;*

*Item, I do make my brother, Philip Tyrrell, my sole executor of all other my goods and chattels yet ungiven upon condition he do pay all such debts and duties as may lawfully be demanded of me and shall justly be proved as above-written to be my debts, these being witnesses hereof, Master John Seymour, esquire, one of the Queen's Majesty's Gentlemen-Pensioners, and Mr Richard Kelton, gentleman.*

For the will of Charles Tyrrell, see TNA PROB 11/52/187. For the earlier 21-year lease of Colne Priory made by the 16<sup>th</sup> Earl of Oxford on 6 May 1558 to John Booth and Thomas Coe, which was assigned to the 16<sup>th</sup> Earl's widow, Margery Golding, inherited by her second husband, Charles Tyrrell (d.1570), and bequeathed by him to Philip Tyrrell and Richard Kelton (d.1578), see TNA WARD 8/13, Part 17. This earlier lease expired on 29 September 1579, and in anticipation of its expiration Oxford made a new 21-year lease on 12 February 1577 to his receiver, Richard Kelton.

After Richard Kelton's death, his widow, Jane (nee Josselyn) Kelton married Roger Harlakenden (d. 21 January 1603), who a decade later defrauded Oxford in the sale of Colne Priory. Roger Harlakenden's marriage into a family which had numbered among

its members trusted servants of the Earls of Oxford may have facilitated his fraud. For the will of Roger Harlakenden, see TNA PROB 11/101/320.

The other party to the indenture below, Geoffrey Gates of Lincoln's Inn, was Jane (nee Josselyn) Kelton's first cousin. He was the son of Geoffrey Gates (d.1550?) by Elizabeth Walsingham (d. 21 July 1596), sister of Sir Francis Walsingham (1532-1590) and daughter of William Walsingham and Joyce Denny. For the will of Geoffrey Gates (d.1550?), see TNA PROB 11/37/210.

Geoffrey Gates of Lincoln's Inn and his brother, Anthony Gates, are mentioned in the will of their uncle, Sir Henry Gates (d.1588/9), as well as in the will of their aunt, Mary (nee Denny) Gates, the wife of their father's eldest brother, Sir John Gates (1504-1553). For the will of Sir Henry Gates (d.1588/9), see TNA PROB 11/73/531. For the will of Mary (nee Denny) Gates, see TNA PROB 11/65/327.

For the indenture dated 31 December 1587 by which Geoffrey Gates transferred to Roger Harlakenden the interest he had acquired under the indenture below, see ERO D/DPr/177.

For the indenture dated 9 November 1584 by which Roger Harlakenden acquired the interest in the lease of Colne Priory held by Richard Kelton's nephew, Thomas Kelton, see ERO D/DPr/176.

For a lawsuit in Chancery brought by Roger Harlakenden's nephew, George Harlakenden, in 1595 against Jane (nee Josselyn) Kelton nephew, Thomas Josselyn, in which depositions were taken concerning Jane's transfer of her assets to her relations in trust prior to her marriage to Roger Harlakenden, see TNA C 24/244/35. In that lawsuit, Richard Kelton's nephew, Thomas Kelton, deposed that the reason for the transfer of Jane (nee Josselyn) Kelton's assets to her relations was that she had been unable to obtain administration of Richard Kelton's assets until an agreement was reached whereby those assets would be put into trust for the protection of Jane herself, who was entitled to two-thirds interest in them, and of Thomas Kelton and his sister, Jane Kelton, between whom the remaining one-third interest was to be divided.

This indenture made the ninth day of July in the two and twentieth year [=9 June 1580] 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 Jane Kelton of Earls Colne in the county of Essex, widow, administratrix of the goods, chattels and rights which lately did appertain unto Richard Kelton, her husband, lately deceased, on thone party, and Geoffrey Gates of Lincoln's Inn in the county of Middlesex, gentleman, on thother party;

Witnesseth that where the right honourable Edward de Vere, Earl of Oxford and Lord Great Chamberlain of England, by his deed indented dated the 12<sup>th</sup> day of February in the nineteenth year [=12 February 1577] of her Highness' reign for the consideration therein mentioned did demise, grant and to farm let unto the said Richard Kelton, his executors,

administrators and assigns, the site of the manor of Colne Priory commonly called Colne Priory or Colne House, with all gardens, orchards, ponds, fishings, courts, yards, houses, barns, stables, buildings and edifices thereunto belonging, together with all the tithe corn belonging to the parsonage of Earls Colne aforesaid, and all the lands, meadows, pastures, fields, feedings and demesne lands with their appurtenances at any time belonging or appertaining to the said late Priory or which then were and which by the space of three years then past had been taken, used, occupied or enjoyed by the said Richard Kelton or his assigns (except as in the said deed mentioned is excepted);

To have and to hold all and singular the aforesaid demised premises with their appurtenances unto the said Richard Kelton, his executors, administrators and assigns, from the feast of St Michael th' Archangel then last past before the date of the said deed indented unto th' end and term of twenty and one years then next following and fully to be complete, and for the yearly rent of thirteen pounds six shillings and eight pence, as by the same deed indented amongst divers other grants, articles and agreements therein more plainly appeareth;

The whole estate, right, title, interest, use, property, possession and term of years of which said Richard Kelton of, in and to the said deed indented, site of the manor of Colne Priory, and all and singular other the premises the said Jane Kelton now hath and lawfully enjoyeth by virtue of the administration aforesaid;

Now the said Jane Kelton (being of the premises lawfully possessed accordingly) for and in consideration of a competent and sufficient sum of money to her before th' ensealing and delivery hereof by the abovenamed Geoffrey Gates truly paid, whereof and wherewith the said Jane knowledgeth herself well and truly contented, satisfied and paid, and thereof and of every part and parcel thereof doth clearly acquit and discharge the said Geoffrey, his executors, administrators and assigns, by these presents hath given, granted, bargained, sold, assigned and set over and by these presents doth fully and clearly give, grant, bargain, sell, assign and set over unto the said Geoffrey Gates, his executors, administrators and assigns, as well the said deed indented as also all such estate, right, title, interest, use, possession, property, claim, demand and term of years as she, the said Jane Kelton, hath, should, may, might or ought to have of, in and to the said site of the manor of Colne Priory and tithe corn of the said parsonage of Earls Colne, lands, meadows, pastures, feedings, demesne lands and all and singular other the premises with their appurtenances and every parcel thereof by force of the said deed indented and administration aforesaid or any of them or anything in them contained or otherwise;

To have and to hold the said site of the said manor of Colne Priory, tithe corn of Earls Colne, lands, meadows, pastures, feedings, demesne lands and all and singular other the premises with their appurtenances and every parcel thereof together with the said deed indented and also all the said estate, right, title, interest, use, possession, property, claim, demand and term of years of the said Jane Kelton of, in and to the same unto the said Geoffrey Gates, his executors, administrators and assigns, from the day of the date of these presents forthward for, during and unto th' end and full accomplishment of all such [+and?] so many years and so long time of the said term of twenty and one years in the

said deed indented mentioned as are yet to come and unexpired in such like, the same, and in as large, ample and beneficial manner and form to all intents and purposes as the said Jane Kelton hath, should, may, might or ought to have and enjoy the same premises by virtue of the said deed indented and administration aforesaid or otherwise;

And the said Jane Kelton for herself, her executors and administrators, covenanteth, promiseth and granteth to and with the said Geoffrey Gates, his executors and assigns, by these presents that the said deed indented, site of the said manor, tithes, corn, lands, meadows, pastures, demesne lands and all and singular other the premises with th' appurtenances at th' ensealing and delivery hereof are and be and so from henceforth shall be, continue and endure unto the said Geoffrey Gates, his executors, administrators and assigns, free and clearly acquitted, exonerated and discharged or otherwise sufficiently saved and kept harmless of and from all and every former bargains, sales, gifts, grants, leases, rents, arrearages of rents, forfeitures and re-entries, and of and from all and singular other charges and encumbrances whatsoever had, made, committed or done by the said Richard Kelton, deceased, or by the said Jane Kelton or either of them, the rent and covenants contained in the said deed indented from henceforth on the part and behalf of the said Richard Kelton, his executors, administrators and assigns, to be done & accomplished for the premises only except;

Of which said rent and covenants the said Geoffrey Gates for him, his executors, administrators and assigns, covenanteth and granteth by these presents clearly to acquit, discharge, keep or save harmless the said Jane Kelton, her executors and administrators & every of them, from time to time and at all times hereafter;

And also the said Jane Kelton for herself, her executors and administrators, covenanteth and granteth to and with the said Geoffrey Gates, his executors and assigns, by these presents that the said Geoffrey, his executors, administrators and assigns, shall or may according to the tenor of the said deed indented and of these presents lawfully have, hold and enjoy the said site of the said manor, tithes, corn, demesne lands and all and singular other the premises with their appurtenances without any manner of lawful let, trouble, interruption or other impediment of the said Jane Kelton, her executors, administrators or assigns, or of any other person or persons which shall lawfully claim any manner of estate by, from or under the said Richard Kelton, deceased;

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

[Signed] Jane Kelton

Sigill{atum} et del{iberatum} in p{rese}ncia mei Leonardi Browne sc{ri}vien{or}  
Christofero Corey Scr{vienor}

Phillip Bromfill(?)