

SUMMARY: The document below is the indenture dated 2 January 1588 by which Oxford granted a 21-year lease of Colne Priory to Roger Harlakenden (d.1603). For previous and subsequent leases of Colne Priory, see ERO D/DPr/175, ERO D/DPr/176, ERO D/DPr/177 and ERO D/DPr/179. For Roger Harlakenden's fraud against Oxford in the sale of Colne Priory, see TNA C 2/Eliz/O3/32, TNA C 24/239/46, TNA C 78/104, mm 27-8, and ERO D/DPr/424.

This indenture made the second day of January in the thirtieth year [=2 January 1588] 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, Viscount Bulbeck, Lord Great Chamberlain of England, and Lord of Badlesmere and Scales of the one party, and Roger Harlakenden of Earls Colne in the county of Essex, esquire, of the other party;

Witnesseth that the said Earl for and in consideration of the sum of two hundred and twenty pounds of lawful money of England to him, the said Earl, beforehand well and truly paid by the said Roger Harlakenden, and for other considerations him especially moving, hath demised, granted and to farm letten and by these presents doth demise, grant and to farm let unto the said Roger Harlakenden, 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 and singular the tithe corn belonging to the parsonage of Earls Colne aforesaid, and also all the lands, meadows, pastures, fields, feedings and demesne lands with their appurtenances at any time belonging or appertaining to the said late Priory and which now be or which at any time heretofore by the space of twelve years last past have been taken, used, occupied and enjoyed by the said Roger Harlakenden, Jane, his wife, or Richard Kelton, her first husband, or his or their assigns to and with the same house, and also all that parcel of ground called Chipfyn alias Chiffin as it is now severally divided, and now or late in the tenure or occupation of the said Roger Harlakenden or of his assigns, except and always reserved unto the said Earl, his heirs or assigns, all that wood commonly called Chalkney wood and all other woods, underwoods and trees growing and being in and upon the demised premises or any part or parcel thereof;

To have and to hold all and singular the afore-demised premises with their appurtenances (except before excepted) unto the said Roger Harlakenden, his executors, administrators and assigns, from the feast of St Michael the Archangel last past [=29 September 1587] before the date hereof unto the full end and term of twenty and one years [=29 September 1608] from thence next following fully to be complete and ended, yielding and paying therefore yearly unto the said Earl, his heirs or assigns, during the said term of twenty and one years the sum of fourteen pounds of lawful English money at two usual feasts or terms of the year, that is to say, at the feasts of the Annunciation of the Blessed Virgin Mary and St Michael the Archangel by even portions;

And the said Earl doth covenant for himself, his said heirs, executors and assigns, to and with the said Roger Harlakenden, his executors, administrators and assigns, that the said Earl, his heirs, executors and assigns, shall discharge and pay all manner of out-rents, rentcharges, tenths, taxes, fifteenths and all other charges going out of the premises during the said term of twenty and one years to the Queen's Majesty, her heirs and successors, and other chief lords of the fee;

And if the said Roger Harlakenden, his executors, administrators and assigns, shall at any time hereafter during the said term of twenty and one years by the default of the said Earl, his heirs or assigns, pay any such rents, tenths or other of the afore-named charges, taxes or fifteenths to the Queen's Majesty, her heirs or successors, or to any other person or persons which have lawful title or interest to the same other than the rent before in these presents reserved, or if any such rent, tenth, fifteenth, charge or tax shall be lawfully levied during the said term of twenty and one years upon the premises through default of payment thereof made by the said Earl, his heirs, executors or assigns, that then it shall and may be lawful for the said Roger Harlakenden, his executors or assigns, so often as any such payment or levy shall be made, to recoup, defalk and detain so much of the said rent reserved by these presents as shall amount to the full sum of the said rent, tenth, charge, payment, tax or fifteenth so by him, the said Roger Harlakenden, his executors, administrators and assigns, paid or levied upon the before-demised premises as is aforesaid, and that that shall be as sufficient a discharge for the said rent so defalked, detained or recouped by him, the said Roger, his executors, administrators or assigns, as if the said Roger, his executors, administrators or assigns, had paid the same to the said Earl, his heirs or assigns;

And the said Earl for him, his said heirs and assigns, doth covenant and grant to and with the said Roger Harlakenden, his executors, administrators and assigns, that he, the said Earl, his heirs and assigns, during the said term of twenty and one years shall repair, amend and sustain at his and their charges all the said houses, buildings and edifices now situate and being in and upon the said premises or any part thereof;

And that it shall be lawful for the said Roger, his executors and assigns, yearly during all the said term of twenty and one years to take in and upon as well all or any of the above-demised premises, grounds, lands, pastures, meadows and woods as also out of all and singular the copyholds of the said manor of Colne Priory sufficient house-bote, fire-bote, plough-bote, cart-bote, gate-bote, pale-bote and hedge-bote to be spent and occupied in and upon the said demised premises only and not elsewhere, without doing or committing any wilful spoil or voluntary waste, anything in these presents contained to the contrary notwithstanding;

And farther that it shall and may be lawful for the said Roger Harlakenden, his executors or assigns, to hawk, hunt, fish and fowl in and upon any the demesne lands, tenements, hereditaments or copyhold lands of the said Earl belonging to the said Colne Priory or manor of Colne Priory, the said wood called Chalkney wood only excepted;

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And that he, the said Roger Harlakenden, his executors, administrators or assigns, under the clauses, covenants, payments and agreements aforesaid shall or may have, hold, occupy, possess and quietly enjoy during the said term of twenty and one years all and every the above-demised premises without any lawful let, trouble or molestation of the said Earl, his heirs or assigns, or any other person or persons whatsoever by his or their means, consent, procurement or agreement;

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

Edward Oxford

Sealed and delivered in the presence of  
Hugh Beeston  
Nicholas(?) Bleeke  
Thomas Ford