

SUMMARY: The document below is the indenture tripartite dated 19 July 1591 between Oxford, on the first part, Israel Amyce, John Drawater (d.1597) and John Holmes on the second part, and Roger Harlakenden (d.1603) and three trustees, his brother, William Harlakenden, his son-in-law, Clement Stonard, and Richard Hardres, a relative of Roger Harlakenden's first wife, Elizabeth Hardres, on the third part.

The stated purposes of the indenture tripartite were three-fold:

Firstly, for Amyce, Drawater and Holmes to grant to Roger Harlakenden, in return for Harlakenden's agreement to discharge £300 worth of debts owed to Harlakenden by Amyce, a 17-year lease of Colne Priory, to run from 29 September 1591 to 29 September 1608 at an annual rent of £14 payable to Oxford, presumably replacing the earlier 21-year lease of Colne Priory granted by Oxford to Roger Harlakenden on 2 January 1588 (see ERO D/DPr/178 for that lease);

Secondly, in further consideration of Harlakenden's agreement to discharge the £300 worth of debt owed to him by Amyce, to transfer Amyce, Drawater and Holmes' interests in the manor of Earls Colne and Colne park to Roger Harlakenden's three trustees William Harlakenden, Clement Stonard, and Richard Hardres until Oxford's debt to the Queen in the Court of Wards had been fully satisfied and his two recognizances amounting to £7000 had been discharged;

Thirdly, to provide that, if the extents already made by Drawater and Holmes against Colne Priory and the manor of Earls Colne and Colne park should turn out to have been unlawfully made, that for the ensuing seven years Drawater and Holmes would permit Harlakenden and his three trustees to re-extend against any of Oxford's former or current properties subject to Oxford's two recognizances, and to convey similar interests to Harlakenden and his three trustees as the interests being conveyed by the present indenture tripartite (the last provision is partly conjectural, as the text of the indenture tripartite unfortunately breaks off at that point).

As recited in the indenture tripartite itself, the situation which gave rise to the indenture tripartite came about because Oxford had entered into two recognizances to his former servant, Israel Amyce, the first on 17 November 1583 for £3000, and the second on 7 March 1584 for £4000. Six weeks after Oxford had entered into the second recognizance, on 20 April 1584 Amyce was outlawed for debt at the suit of unnamed persons, with the result that Oxford's recognizances were forfeited to the Queen along with Amyce's other goods and chattels.

Oxford's reason for entering into the two recognizances in question to Amyce is not explained in the indenture tripartite. It is highly unlikely that Israel Amyce, who was for many years Oxford's servant, was ever in a position to have loaned Oxford any substantial sum of money, much less the staggering sum of £7000, particularly at a time when Amyce himself was purchasing properties from Oxford and was himself on the verge of being outlawed for debt. It is thus all but certain that the two recognizances were

penal bonds entered into by Oxford to indemnify Amyce against possible extents by the Queen against properties which Amyce had purchased from Oxford, and that the two recognizances did not in any way represent money which Oxford actually owed to Amyce. Because of his debt to the Court of Wards, Oxford was forced to enter into dozens of such recognizances to purchasers of his lands who feared extents by the Queen for Oxford's debt to the Court of Wards, and who required similar indemnification from Oxford in the form of penal bonds. For a partial list of such penal bonds entered into by Oxford, see TNA 30/34/14, No. 3. For property transfers between Oxford and Amyce in the years just prior to Amyce's outlawry for debt, see TNA CP 25/2/132/1692/26ELIZIHIL, Item 1, TNA CP 25/2/132/1693/26ELIZIEASTER, Item 39 and TNA CP 25/2/132/1693/26ELIZIEASTER, Item 43.

The indenture tripartite states that Drawater and Holmes were bound to Lord Burghley, in his capacity as Lord Treasurer, in the sum of £500, a condition of the bond being that Drawater and Holmes were required to satisfy the debts of Israel Amyce out of the goods and chattels coming to their hands by virtue of the Queen's letters patent of 3 May 1591. The indenture tripartite also states that Amyce was indebted to Roger Harlakenden in an amount in excess of £300. If Amyce truly was indebted to Roger Harlakenden for more than £300, Roger Harlakenden might well have been the principal debtor at whose suit Amyce was outlawed for debt on 20 April 1584.

As recited in the grant itself and in the indenture tripartite below, seven years after Amyce's outlawry for debt in 1584, on 3 May 1591 the Queen by her letters patent granted all Amyce's forfeited assets gratis to John Drawater and John Holmes, including the right to extend against properties of Oxford's secured by his two recognizances to Amyce for £3000 and £4000. For the Queen's grant to Drawater and Holmes by letters patent dated 3 May 1591 see TNA C 66/1367, mm. 2-3. Almost certainly this is the grant about which Oxford complained to Lord Burghley two weeks later on 18 May 1591:

My Lord, I do thank your Lordship for the punishment of Hampton, whose evil dealings towards me, being put in trust with my causes in law, I hope your Lordship will think them sufficient to deserve your disgrace, especially knowing his corruptions which, for the more assured knowledge of your Lordship, I have sent unto the parties themselves from whom he hath drawn money to his own behoof, whose confirmations, so soon as they can be brought out of the country, they shall be delivered to your Lordship. In the mean season, I shall most heartily pray your Lordship to persevere in your good favour towards me, whereby I may procure redress against this which Amyce hath passed under the Great Seal by the practice of Hampton's fraudulent device, as shall appear (if I may have leisure to manifest the same) every day more and more. The changing of the name of my servant without my privity, and putting in another in trust for himself (as bad, as I understand, as himself), if your Lordship will, may give your Lordship certain knowledge of the deceit; the cozening of so many tenants of their money, and the forfeiting of my lease of Skinner's land, do witness enough his corruption. I know if your Lordship will stand mine honourable good Lord and friend herein by handling this Hampton roughly, and this Amyce so that he be but put in fear, that you may bring them to that order which is reason,

that I may enjoy mine own lands, as from the beginning was meant by her Majesty. And as for this letter of Amyce' which I have returned to your Lordship, both concerning my messages to him and the dealing of my servant, as he reports is most false, wherefore I will refer all to your Lordship, who knows the intent of her Majesty's first meaning to me was far otherwise in the beginning when, with this suit of mine, she thought to recompense me in some sort for forbearing my suit for the forest, and can judge how unfaithfully I am dealt withal by these parties.

See BL Lansdowne 68/6, ff. 12-13. The person whose name Thomas Hampton and Israel Amyce fraudulently substituted in the letters patent for the name of Oxford's servant who was intended to have been included in order to protect Oxford's interests would appear to have been John Drawater, who was later involved in fraud against Oxford.

As stated in the indenture tripartite, by virtue of the authority granted to them by the Queen in her letters patent of 3 May 1591, Drawater and Holmes 'extended by force of the said several recognizances' against properties formerly or currently owned by Oxford, including Colne Priory, then leased to Roger Harlakenden, and the manor of Earls Colne and Colne park, which Harlakenden had purchased outright from Oxford in 1584 (see TNA CP 25/2/132/1692/26ELIZIHIL, Item 13; ERO D/DPr/158, ERO D/DPr/159 and ERO D/DPr/160). Oxford, Amyce, Drawater, Holmes and Harlakenden then entered into the indenture tripartite, which effected the three objectives mentioned above, all of which were to Roger Harlakenden's benefit.

The indenture tripartite raises many unresolved questions. As mentioned above, Roger Harlakenden already had a 21-year lease of Colne Priory from Oxford at an annual rent of £14 dated 2 January 1588, for which he had paid Oxford a lump sum of £200. Moreover Harlakenden had already purchased the manor of Earls Colne and Colne park outright from Oxford in 1584. It thus seems highly improbable that Harlakenden actually agreed to discharge £300 worth of debts owed to him by Amyce for assets which he, Harlakenden, already possessed, as claimed in the indenture tripartite. Moreover by indenture tripartite dated 20 July 1591 (see ERO D/DPr/260), Roger Harlakenden paid Oxford £300 for the right, for 21 years, to the timber in Chalkney wood, parcel of Colne Priory, also covered under the extent against Colne Priory by Drawater and Holmes. This second indenture tripartite, entered into only two days after the indenture tripartite below, suggests that the £300 paid by Roger Harlakenden for the timber in Chalkney wood was the only real consideration which changed hands, and that the £300 consideration stated to have been given by Harlakenden in the indenture tripartite below was fictional. It would therefore appear that there was collusion amongst Roger Harlakenden, Amyce, Drawater and Holmes in making use of Oxford's two forfeited recognizances in order to effect extents against properties currently or formerly owned by Oxford, and thereby to obtain for Roger Harlakenden the legal rights granted in the indenture tripartite of 18 July 1591 below, but more importantly, the right to the timber in Chalkney wood for 21 years. It is also relevant that a few months later Roger Harlakenden, having been commissioned by Oxford to sell Colne Priory, used the recent extent by Drawater and Holmes against Colne Priory to discourage other potential buyers, and to obtain the purchase of Colne Priory for himself at the greatly undervalued

price of £700. The seemingly pointless extents by Drawater and Holmes against Oxford's former and currently-owned properties may therefore have been made for the express purpose of frightening off other potential buyers, thereby permitting Roger Harlakenden to purchase Colne Priory shortly thereafter at a price which was less than one-third its real value.

As mentioned earlier, the indenture tripartite of 18 July 1591 below unfortunately breaks off in mid-sentence. The latter part of the document is no longer extant. The nature of its concluding provisions can perhaps be gathered from the concluding provisions of the indenture tripartite of 20 July 1591.

For earlier and subsequent leases of Colne Priory, see ERO D/DPr/175, ERO D/DPr/176, ERO D/DPr/177, ERO D/DPr/178 and ERO D/DPr/180. For Roger Harlakenden's fraud against Oxford in the sale of Colne Priory, see TNA C 2/Eliz/O3/32, TNA C 24/239/36, TNA C 78/104, mm 27-8, and ERO D/DPr/424.

This indenture tripartite made the nineteenth day of July in the three and thirtieth year [=19 July 1591] 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, Earl of Oxford of the first party, Israel Amyce of Tilbury near Clare in the county of Essex, esquire, John Drawater of the city of London, gentleman, and John Holmes of Tilbury aforesaid, yeoman, of the second party, and Roger Harlakenden of Earls Colne in the county of Essex, esquire, Richard Hardres of Upper Hardres in the county of Kent, esquire, William Harlakenden of Earls Colne aforesaid, gentleman, and Clement Stonard of Stapleford Abbots in the said county of Essex, gentleman, of the third party;

Witnesseth that where the said Earl of Oxford by recognizance taken and knowledged in the Queen's Majesty's Court of Common Pleas at Westminster bearing date the 17th day of November in the six and twentieth year [=17 November 1583] of her Majesty's reign became bounden to the said Israel Amyce in the sum of three thousand pounds of lawful money of England, as by the enrolment of the said recognizance in the said Court more at large it doth and may appear;

And where also the said Earl by recognizance in nature of a statute staple knowledged and sealed according to the form of the statute provided for recovery of debts bearing date the seventh day of March in the six and twentieth year [=7 March 1584] of the Queen's Majesty's reign that now is became bound to the said Israel Amyce in the sum of four thousand pounds of lawful money of England, as by the said recognizance more at large it doth and may appear;

And where also sithence the knowledging of the said recognizances the said Israel Amyce was outlawed at the suit of divers persons in several actions, by reason of which said outlawry the said Israel Amyce did forfeit to her Majesty amongst other his goods and chattels the said two recited(?) recognizances and the sums of money therein contained;

And where moreover the Queen's Majesty by her Highness' letters patents under the Great Seal of England bearing date the third day of May in the three and thirtieth year [=3 May 1591] of her Majesty's reign did give and grant unto the said John Drawater and John Holmes all and every such goods, chattels, writings, specialties, debts, sums of money, payments and accounts, demands, profits, commodities and advantages whatsoever as have been forfeited unto her Majesty or whereunto her Majesty hath been or was entitled by reason or occasion of any such outlawry or [-or] outlawries had or procured against the said Israel Amyce by what name or names, addition of name or names soever sithence the twentieth day of April in the six and twentieth year [=20 April 1584] of her Majesty's reign, to the sole and proper use and behoof of the said John Drawater and John Holmes, their executors, administrators and assigns, freely, absolutely and clearly, without any manner of account, reckoning or recompense to be rendered, yielded or made unto her Majesty, her heirs or successors, of or for the same, and in as large and ample manner and form to all intents and purposes as Her Majesty, her heirs and successors, might, should or ought to have, receive, take or recover the same by force or reason of the said outlawry or outlawries if the said grant had not been made;

Which special liberty and authority in the same letters patents contained that the said John Drawater and John Holmes, their executors, administrators and assigns and every or any of them shall and may at all times hereafter commence, prosecute, have, maintain, hold and keep any writ or writs, suit or suits, extents and executions whatsoever against any person or persons whatsoever in every or any her Majesty's courts of record or any other courts or place whatsoever in the name of her Majesty, her heirs or successors, or in the proper name or names of the said John Drawater and John Holmes, their executors or administrators, at the will and pleasure of the said John Drawater and John Holmes or either of them, their or either of their executors or administrators, for recovery, levying, obtaining and getting of the said debts, sum and sums of money, goods, chattels and other the premises before granted by the said letters patents and of every or any part thereof according to the true intent of the said grant in as full, large and ample manner & form to all intents and purposes as Her Majesty, her heirs or successors, should, ought or might have done if the said letters patents had never been made, as in and by the said letters patents amongst divers other grants and articles therein contained more at large it doth and may appear;

By virtue of which said letters patents the said John Drawater and John Holmes have, in her Majesty's name, amongst other manors, lands and tenements, extended by force of the said several recognizances the site of the manor of Colne Priory alias Colne House in the said county of Essex and all the gardens, orchards, yards, ponds, fishings, courts, yards, buildings and edifices to the said site belonging or appertaining, and 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 now or late in th' occupation of the said Roger Harlakenden, and one piece of ground called Chipfin alias Chiffin, which premises were demised heretofore by the said Earl of Oxenford to the said Roger Harlakenden by indenture bearing date the second day of January in the thirtieth year [=2 January 1588]

of the Queen's Majesty's reign that now is for term of twenty and one years commencing from the feast of St Michael th' Archangel last before the date of the said indenture [=29 September 1587] for the yearly rent of fourteen pounds;

And where the said John Drawater and John Holmes by force of the said several recognizances have also extended the manor or lordship of Earls Colne with th' appurtenances in the said county of Essex, together with the park commonly called or known by the name of Colne park, and a meadow called Hall mead, and all and every the rents, reversions, services, tithes, profits, courts, leets and hereditaments with th' appurtenances to the said manor of Earls Colne belonging or appertaining, and all manner of tithes whatsoever in or upon every or any of the premises, and the free warren, hunting and fishing in and upon all and singular the premises;

And where the said Israel Amyce is indebted to the said Roger Harlakenden in divers sums of money, now the said Israel Amyce, John Drawater and John Holmes, in part of performance of the condition of a certain obligation wherein the said John Drawater and John Holmes stand bounden to the right honourable the Lord High Treasurer of England in the sum of five hundred pounds with condition out of such goods and chattels as shall come to their hands by force of the said letters patents to satisfy and pay the debts of the said Israel Amyce, and for and in discharge of the sum of three hundred pounds of such money as the said Israel doth owe unto the said Roger Harlakenden, of which said sum of three hundred pounds the said Roger Harlakenden acknowledgeth himself satisfied by these presents, have demised, granted and to farm letten and by these presents do demise, grant and to farm let to the said Roger Harlakenden the said site of the manor of Colne Priory or Colne House and all the said demesne lands, pasture, grounds, meadows and other things heretofore demised or used with the said House by the said Roger Harlakenden or one Richard Kelton, and the said parcel of ground called Chipfen alias Chiffin, and all and every the tithes of the premises, and all the tithe corn belonging to the said rectory of Earls Colne, and also all other the premises demised by the said Earl to the said Roger Harlakenden as aforesaid by the said indenture of lease;

To have and to hold the said site of the said manor of Colne Priory or Colne House and all the said demesne lands and other the premises with th' appurtenances to the said Roger Harlakenden, his executors and assigns, from th' ensealing and delivery of these presents until the feast of St. Michael th' Archangel next ensuing the date hereof [=29 September 1591], and from the same feast of St Michael th' Archangel next coming unto th' end and term of seventeen years [=29 September 1608] from thence next ensuing and fully to be complete and ended, yielding and paying therefore yearly, and the said Roger Harlakenden covenanteth and granteth by these presents for himself, his executors and administrators, to and with the said Earl of Oxford, his heirs and assigns, to yield and pay yearly to the said Earl, his heirs and assigns, fourteen pounds of lawful money of England at the feasts of th' Annunciation of St Mary the Virgin and St Michael th' Archangel by equal portions during so much of the said term as the said Roger Harlakenden, his executors, administrators or assigns, shall or lawfully may peaceably and quietly have, hold and enjoy the premises aforesaid by these presents demised free, clear and discharged of all other rents, and of and from all other titles, charges and encumbrances whatsoever;

And if it shall happen the said yearly rent of fourteen pounds by these presents reserved to be behind unpaid in part or in all, contrary to the form aforesaid, it is agreed that then and so often it shall be lawful to and for the said Earl, his heirs and assigns, into the said premises by these presents before demised to enter and distrain, and the distress and distresses there from time to time to be taken to lead, bear, drive and carry away, and the same to detain and keep until he or they shall be of the rent by the true meaning of these presents reserved, and so being behind and unpaid, fully satisfied and paid;

And the said Israel Amyce, John Drawater and John Holmes for the said consideration have bargained, sold, conveyed, aliened, demised, granted and assigned and by these presents do fully and clearly bargain, sell, alien, demise, grant, convey and assign unto the said Richard Hardres, William Harlakenden and Clement Stonard, their executors, administrators and assigns, all and every their and either of their estate and estates, right, title, interest and extent and benefit of extent and demand whatsoever which they, the said Israel Amyce, John Drawater and John Holmes, have or any of them hath or ought to have by force of the said letters patents or otherwise of and in the said manor, lordship and park of Earls Colne with th' appurtenances, and of and in the said meadow called Hall mead, and of and in all and every tithes coming and growing of, in and upon the said manor and park, and of and in all and every rents, reversions, services, courts, leets, views of frankpledge, profits of courts, fishing, fowling, free warren and other hereditaments whatsoever to the said manor or lordship belonging or in any wise appertaining or accepted or reputed as parcel of the same;

To have and to hold and to enjoy the said manor or lordship of Earls Colne and the said park called Earls Colne park and the said meadow called Hall mead, and all and every other the last-mentioned premises with all and singular th' appurtenances to the said Richard Hardres, William Harlakenden and Clement Stonard, their executors, administrators and assigns, from henceforth until the said several debts of three thousand pounds and four thousand pounds shall be fully satisfied and paid;

And the said Israel Amyce and John Drawater for themselves and either of them, their executors and administrators, and for every of them, do covenant and grant jointly and severally to and with the said Roger Harlakenden, Richard Hardres, William Harlakenden and Clement Stonard, their executors, administrators and assigns, and every of them, in manner and form following, that is to say:

That they, the said Israel Amyce and John Drawater, their executors, administrators and assigns, shall and will at all times hereafter acquit and discharge or upon reasonable request to him, the said John Drawater, his executors or administrators, to be made, save harmless the said Roger Harlakenden, Richard Hardres, William Harlakenden and Clement Stonard and every of them and every of their executors and administrators and all and every the premises by these presents demised, granted or assigned or mentioned to be demised, granted or assigned and every part thereof of and from all and every former bargains, gifts, grants, titles and encumbrances heretofore had, made, committed or done by the said John Drawater;

And the said Israel Amyce and John Drawater for themselves and either of them, their and either of their executors and administrators, and for every of them, do likewise covenant, promise and grant jointly and severally to and with the said Roger Harlakenden, Richard Hardres, William Harlakenden and Clement Stonard, their executors, administrators and assigns, and every of them, that if the said extent or extents already procured and had of the premises by force of the said several recognizances or either of them at any time hereafter during the space of seven years next ensuing the date hereof [=19 July 1598] appear or fall out to be erroneously or unduly executed, had or done, that then and at all times hereafter the said John Drawater, his executors, administrators and assigns, shall, without any let or interruption of them or any of them, permit and suffer the said Roger Harlakenden, Richard Hardres, William Harlakenden and Clement Stonard, their executors, administrators or assigns, or any of them, at the proper costs and charges of the said Roger Harlakenden, Richard Hardres, William Harlakenden and Clement Stonard, their executors, administrators and assigns, in the name of her Majesty, her heirs and successors, or in the names either of the said John Drawater, his executors, administrators and assigns, or of any other person or persons which shall, may or ought lawfully to re-extend the same by force of the said two several recognizances or any or either of them and of the said-recited letters patents, to re-extend the said manors, messuages, lands, tenements and all other the premises with th' appurtenances and all other lands subject to the said two several recognizances or either of them, and upon such re-extent so had, that then and at all times after the said John Drawater, his executors, administrators and assigns, shall, at and upon reasonable request to him or them to be made, and at the costs and charges of the said Roger Harlakenden, Richard Hardres, William Harlakenden and Clement Stonard, their executors, administrators and assigns, convey, demise, grant, assign and