

SUMMARY: The document below is the indenture tripartite dated 20 July 1591 by which Oxford, his former servant, Israel Amyce, John Drawater (d.1597) and John Holmes granted to Roger Harlakenden (d.1603), for £300 consideration, all the timber growing in Chalkney Wood, parcel of Colne Priory, for 21 years to come.

The outlawry for debt of Oxford's servant, Israel Amyce, in 1584 had serious consequences for Oxford. In the indenture tripartite below it is stated that two recognizances of Oxford's to Amyce totalling £7000 were forfeited to the Queen at the time of Amyce's outlawry for debt. The inquisition post mortem taken after Oxford's death states that Oxford had also granted Amyce a 31-year lease of the profits of the office of Lord Great Chamberlain, and that that lease was likewise forfeited to the Queen at the time of Amyce's outlawry for debt (see TNA C 142/286/165). All the assets forfeited by Amyce were granted by the Queen to John Drawater and John Holmes by letters patent under the Great Seal of England dated 3 May 1591 (see TNA C 66/1385, mm 9-10). The reason for the Queen's grant of Amyce's forfeited assets to Drawater and Holmes is unclear. What is clear from the indenture tripartite below is that Drawater and Holmes then extended against Oxford's property of Colne Priory, which included Chalkney Wood, and that as a direct result of the extent Roger Harlakenden obtained the timber in Chalkney Wood for 21 years under the indenture tripartite below in return for a cash payment of £300. Harlakenden then sold a half share of his interest in Chalkney Wood to William Hampton by indenture of 2 December 1591 (see ERO D/DPr/161), and less than a year later, by indenture dated 15 November 1592 (see ERO D/DPr/262), William Hampton sold that half share back to Roger Harlakenden.

The fraudulent background to these transactions is revealed in a letter of Oxford's to Lord Burghley dated 18 May 1591 (see BL Lansdowne 68/6, ff. 12-13):

*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.*

Oxford's request for redress against 'this which Amyce hath passed under the Great Seal' is a reference to the Queen's letters patent under the Great Seal of England dated 3 May 1591. Two weeks later, on 18 May 1591, Oxford wrote to Lord Burghley about the fraud which had been perpetrated in the passage of these letters patent.

It is not clear how Amyce benefited from this fraud against Oxford. However, an inference can be drawn from ERO D/DPr/161 and ERO D/DPr/262 as to how Thomas Hampton benefited from his participation in the fraud. As mentioned above, after obtaining the grant of Israel Amyce's forfeited goods under the Queen's letters patent of 3 May 1591, Drawater and Holmes used Oxford's two recognizances to extend against

Colne Priory, and one result of this extent was that Roger Harlakenden obtained the timber in Chalkney Wood, parcel of Colne Priory, for 21 years in return for a cash payment of £300. By indenture dated 2 December 1591 (see ERO D/DPr/161), Harlakenden granted William Hampton of Little Hadham a half share in his interest in Chalkney Wood. Less than a year later, by indenture dated 15 November 1592 (see ERO D/DPr/260), William Hampton sold that half interest back to Roger Harlakenden. It seems likely that William Hampton was related to Oxford's servant, Thomas Hampton, who had come up with the 'fraudulent device' of substituting the name of another trustee (likely John Drawater) in the Queen's letters patent of 3 May 1591 in place of the name of Oxford's servant. The half interest in Chalkney Wood granted by Roger Harlakenden to William Hampton would thus represent the benefit which Thomas Hampton received from Roger Harlakenden for his part in the fraud against Oxford in passing the Queen's letters patent under the Great Seal.

For another indenture tripartite dated 18 July 1591 between Oxford, Israel Amyce, John Drawater, John Holmes, and Roger Harlakenden which is closely related to the indenture tripartite below, see ERO D/DPr/179.

The transcript below was made from the copy on the Earls Colne Project Database website at <http://linux02.lib.cam.ac.uk/earlscolne//freehold/51400005.htm>. The ECPD copy does not appear to be entirely accurate. However it provides the details of the indenture, and serves as a useful resource. The author of this website hopes to obtain a copy of the original document in the near future.

This indenture tripartite made the 20<sup>th</sup> day of the month of July in the thirty-third year [=20 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 de Vere, Earl of Oxford, of the first part, Israel Amyce of Tilbury near Clare, Essex, esquire, John Drawater of London, gentleman, and John Holmes of Tilbury aforesaid, yeoman, of the second part, and Roger Harlakenden of Earls Colne, esquire, of the third part;

Witnesseth that where the said Earl of Oxford by one recognizance taken and knowledged in the Queen's Majesty's Court of Common Pleas at Westminster bearing date the 17<sup>th</sup> day of November in the twenty-sixth year [=17 November 1583] of the reign of the Queen's Majesty that now is 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 whereas the said Earl, by recognizance of the nature of a statute staple made according to the statute lately provided for recovery of debts bearing date the 7<sup>th</sup> day of March in the twenty-sixth year [=7 March 1584] of the reign of the Queen's Majesty that now is became bound to the said Israel Amyce in the sum of four thousand pounds of lawful money of England;

And where the said Israel Amyce was outlawed at the suit of several 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 several recognizances and the sums of money therein contained;

And where the Queen's Majesty that now is, by her Highness's letters patent under the Great Seal of England bearing date the 3<sup>rd</sup> day of May in the thirty-third year [=3 May 1591] of her reign did give and grant to the said John Drawater and John Holmes all and every such goods, chattels, writings, specialities, debts, sums of money, payments, accounts, demands, profits, commodities and advantages whatsoever as hath been forfeited unto her Majesty or whereunto her Majesty hath or was entitled by reason or occasion of any such outlawry or outlawries had or procured against the said Israel Amyce by what name or names whatsoever since the 20<sup>th</sup> day of April in the 26<sup>th</sup> year [=20 April 1584] of her 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 entirely without any manner of account, reckoning or recompense to be rendered, yielded or made unto her Majesty, her heirs and successors, of and for the same, as in and by the said letters patent more plainly appeareth;

And where the said John Drawater and John Holmes have caused [+to be extended?] amongst other lands and tenements the manor of Colne Priory in Essex, [+of?] which said manor a certain wood or wood-ground called Chalkney Wood alias Chalkenhey Wood in Earls Colne and Much Tey or in either of them in the said county is parcel;

Now therefore the said Earl of Oxford, Israel Amyce, John Drawater and John Holmes for and in consideration of the sum of three hundred pounds to the said Earl in hand at and before the ensembling hereof well and truly paid, whereof and wherewith the said Earl acknowledgeth himself fully satisfied and paid, and thereof and of every part thereof do[th] clearly acquit and discharge the said Roger Harlakenden, his executors [+and?] administrators, by these presents have given and granted, and by these presents do give and grant to the said Roger Harlakenden as well all and every the timber and underwoods, bushes, hedgerows and trees now growing and being and which during the term of 21 years hereunder mentioned shall be standing, growing or being in and upon the said wood or wood-ground called Chalkney Wood alias Chalkenhey Wood, as also all and every the woods already felled within the said wood-ground and therein now remaining, and all and every the rails, pales, posts, and spurs in and about the said wood, and free liberty, power and authority to and for the said Roger Harlakenden, his executors, administrators and assigns to hew, fell, cut down and carry away the said timber, wood, trees, underwoods, bushes, hedgerows, pales, posts, rails and spurs at all times and from time to time [sic] during the term of 21 years hereunder written by all ways thereunto used or accustomed;

And the said Earl, Israel Amyce, John Drawater and John Holmes for the said consideration have demised, granted and to farm letten, and by these presents demise, grant and to farm let unto the said Roger Harlakenden the said wood-ground and the soil

of the same wood, and the herbage and pannage thereof, to have and to hold and enjoy the same wood-ground, herbage, pannage and other the premises and appurtenances to the said Roger Harlakenden, his executors, administrators and assigns from the feast of St. James the Apostle next ensuing the date hereof unto the end and term of 21 years from thence next ensuing and fully to be complete and ended, yielding and paying therefore yearly during the said term unto the said Earl, his heirs and assigns, a peppercorn only at the feast of the Birth of Our Lord if it be demanded, and no more;

And the said Earl, Israel Amyce and John Drawater for themselves and every of them, and for their and every of their heirs, executors and administrators, and for every of them, do covenant, promise and grant jointly and severally to and with the said Roger Harlakenden, his executors, administrators and assigns and every of them by these presents that the said woods, underwoods, wood-ground and all and every other the premises by these presents mentioned to be bargained sold, demised, [+and?] granted and every part and parcel thereof are and be at the ensealing and delivery of these presents clear, free, acquitted and discharged, or at all and every time and times hereafter shall continue and be unto the said Roger Harlakenden, his executors, administrators and assigns, sufficiently saved harmless by the said Earl, Israel Amyce, John Drawater, their executors and assigns, of and from all and every former bargain, sales, grants and other encumbrances whatsoever by the said John Drawater had, made, committed or done before the ensealing and delivery of these presents;

And that he, the said John Drawater, his executors or administrators, shall not at any time or times hereafter without the consent of the said Roger Harlakenden, his executors or administrators, in writing under his or their hand, knowledge satisfaction of the said several recognizances nor of either of them, nor in any wise suspend, extinguish, determine or release by writing them or either of them;

And also the said Earl, Israel Amyce and John Holmes, for themselves and every of them, and for their and either of their heirs, executors, and administrators and every of them, do jointly and severally covenant, promise and grant to and with the said Roger Harlakenden, his executors, administrators and assigns and every of them, that the said Roger Harlakenden, his executors and assigns, shall or may at all and every time and times hereafter during the said term of 21 years fell, cut down and carry away all and every the said timber, woods, underwoods, trees, bushes, hedgerows and rails, pales, posts and spurs, and have, hold, occupy, possess and enjoy the said wood-ground, soil, ground, herbage, pannage and all and every the premises with the appurtenances during the said term of 21 years without any manner let or interruption of the said John Holmes, his executors, administrators or assigns, or any person or persons by him [sic?] or their means or procurement;

And that the said John Holmes, his executors or administrators, shall not at any time or times hereafter without the consent of the said Roger Harlakenden, his executors or administrators, in writing under his or their hand, knowledge satisfaction of the said several recognizances, nor of either of them, nor in any wise suspend, extinguish, determine or release by writing them, or either of them;

And further that if it shall at any time hereafter fall out or appear that the said woods or wood-ground called Chalkney Wood is erroneously or unduly extended by force of the said several recognizances or either of them, that then the said John Holmes, his executors, administrators and assigns, shall and will permit and suffer the said Roger Harlakenden, his executors and assigns, by force of the said recognizances to re-extend the said wood and wood-ground and all other lands, tenements and hereditaments subject to the said recognizances, or either of them, in the name of the Queen's Majesty, her heirs or successors, or in the name of the said John Drawater and John Holmes, their executors [and?] administrators, at the election and choice of the said Roger Harlakenden, his executors and administrators, without any manner let or interruption to be had or made by the said John Holmes, his executors, administrators or assigns, or by any other person or persons by his or their means or procurement;

And that also the said John Holmes, his executors and administrators, from time to time and at all times after such re-extend had, shall and will, and upon the reasonable request and cost and charges of the said Roger Harlakenden, his executors and assigns, convey, assign and set over unto the said Roger Harlakenden, his executors and assigns, all and every the right, estate, title, interest, benefit of extent, and demand which the said John Holmes, his executors or administrators, shall have by force of such extent of and in the premises for and during the said term of 21 years, with suchlike covenants on the part of the said Earl, Israel Amyce and John Holmes, their executors and administrators, and in such form as in these presents are contained as by the said Roger Harlakenden, his executors, administrators or assigns, or his or their counsel learned shall be reasonably devised or advised;

And the said Earl of Oxford covenanteth and granteth by these presents for him, his heirs, executors and administrators and for every of them, to and with the said Roger Harlakenden, his executors and assigns, that the said Roger Harlakenden, his executors and assigns, shall or lawfully may peaceably and quietly have, hold, occupy and enjoy the said woods, underwoods, wood-ground, and all and every other the premises with the appurtenances, without any manner lawful let or interruption of any person or persons whatsoever, clearly discharged of all tithes wood and other tithes and all charges and encumbrances whatsoever wherewith the same or any part thereof is or shall be charged or chargeable during the said term;

And the said Roger Harlakenden covenanteth and granteth by these presents for himself, his executors and administrators, to and with the said Earl, his heirs and assigns, that he, the said Roger, his executors and assigns, shall and will at every felling of the premises leave standing and being in and upon the premises sufficient standels and staddles according to the laws and customs of this realm, and also that he, the said Roger Harlakenden, his executors or assigns, shall in the end of the said term leave and yield up the said ground sufficiently enclosed and fenced for the preservation of the spring [sic?] thereof;

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In witness whereof the said parties to these present indentures interchangeably have set their hands and seals given the day and year above written. Earl of Oxford, Israel Amyce, John Drawater, J. H.

Sealed and delivered to the use of Roger Harlakenden in the presence of us, Thomas Hampton, Edmund Felton, J. Higham. Signature of the said John Drawater in the presence of me, W. Dodd, Felix Willson.