

SUMMARY: This indenture of 30 January 1575 was entered into by Oxford with five trustees, the Earl of Sussex, the Earl of Leicester, Thomas Cecil, Sir William Cordell and Thomas Bromley, just prior to Oxford's departure on his continental tour. It begins by listing the manors held by Oxford, dividing them into various categories including manors held as his wife Anne Cecil's dower, manors held by Thomas Cecil and Thomas Cook for Anne Cecil's maintenance while Oxford was on his continental tour under an indenture made by Oxford on 20 January 1575, and manors held by the 16<sup>th</sup> Earl's executors for payment of the debts and legacies owing under his will. The indenture then states that if Oxford should die without heirs part of the lands would descend to his sister of the whole blood, Lady Mary Vere, and part would descend to the male heirs of John de Vere, 15<sup>th</sup> Earl of Oxford, and therefore to prevent this dismemberment of the inheritance he has entered into this indenture to preserve the lands for the ancient line of the de Veres of which he is a lineal descendant, as well as to provide for the payment of his own and his father's debts, and the advancement of his sister, Mary.

Under the terms of the indenture Oxford covenants with Sussex, Leicester, Thomas Cecil, Sir William Cordell and Thomas Bromley that he and his heirs will be seised of the lands firstly to the use of Bernard Dewhurst, secretary to Lord Burghley, and Edward Hubberd, Oxford's receiver-general, until all the debts and legacies of the 16<sup>th</sup> Earl, and all Oxford's debts, are paid, as well as any annuities or pensions granted by Oxford or the 16<sup>th</sup> Earl. It is stated that this first use to Dewhurst and Hubberd will terminate once these obligations are discharged.

Oxford further covenants with the five trustees that he will thereafter hold the lands (with certain exceptions) to the use of himself and his lawfully begotten male heirs, and in default of lawfully begotten male heirs, to the use of his female heirs until a marriage portion of £3000 for each of them has been levied, and in default of either male or female heirs, until a marriage portion of £1000 has been levied for his sister Mary over and above the marriage portion of 2000 marks [=£1333 6s 8d] bequeathed to her by her father, the 16<sup>th</sup> Earl. After these further obligations have been fulfilled, Oxford then covenants with the five trustees that he and his heirs will hold the lands to the use of his first cousin, Hugh de Vere, son of his paternal uncle Aubrey de Vere, for life, and after Hugh's death to Hugh's wife up to a value not exceeding £400 for her life if Hugh shall so appoint, and after the death of Hugh's wife, to Hugh's sons and to the sons of Oxford's other paternal uncles in accordance with the usual terms of an entail in tail male. Finally, should the line of male de Vere heirs fail entirely, Oxford covenants to hold the said lands to the use of himself and his heirs and assigns forever. By a further clause Oxford reserves to himself the right to alter or revoke these uses at some future date other than the use for payment of his and the 16<sup>th</sup> Earl's debts and legacies. After his return from the continent Oxford did in fact revoke the uses in accordance with the right reserved to him under this clause (see TNA C 147/187).

Finally Oxford covenants with the five trustees that before Easter 1575 he will assure to Cordell and Bromley by fine, recovery or otherwise certain named manors, including Castle Hedingham and Lavenham, to the use of Dewhurst and Hubberd until all the

forementioned debts and legacies are paid. Whatever document Oxford entered into pursuant to this clause is no longer extant; however a copy of a related document of 20 January 1575 between Oxford, on the one hand, and Cordell and Hubberd on the other, is SRO D615/D45(1).

The indenture provides evidence that when Oxford was granted possession of his lands after he had sued his livery, he held them in fee simple, and not according to the deemed use created by the private Act of Parliament by which the 16<sup>th</sup> Earl's lands had been returned to him (see HL/PO/PB/1/1551/5E6n35). A clause in his indenture of 30 January 1575 (see ERO D/DRg2/25), reads:

*Witnesseth that whereas the said Earl of Oxenford by good and lawful conveyance and assurance in the law is and at this present standeth lawfully and solely seised in his demesne as of fee to the only use of the said Earl & of his heirs forever of & in the manors, lordships, farms, lands, tenements & hereditaments with their appurtenances whatsoever*

See the explanation of the term 'seised in his demesne as of fee' in Burrill, Alexander Mansfield, *A New Law Dictionary and Glossary* (Union, New Jersey: The Lawbook Exchange, 1998) p. 359 online at:

[http://books.google.ca/books?id=DeQYXYMBtwgC&pg=PA359&lpg=PA359&dq=%22seised+in+his+demesne+as+of+fee%22&source=bl&ots=CT\\_rmYd53J&sig=YBoJpbvu-cOIsXUCupdn5-KtbLs&hl=en&ei=bOvkSYToIpOctgP1-6W4CQ&sa=X&oi=book\\_result&ct=result&resnum=2](http://books.google.ca/books?id=DeQYXYMBtwgC&pg=PA359&lpg=PA359&dq=%22seised+in+his+demesne+as+of+fee%22&source=bl&ots=CT_rmYd53J&sig=YBoJpbvu-cOIsXUCupdn5-KtbLs&hl=en&ei=bOvkSYToIpOctgP1-6W4CQ&sa=X&oi=book_result&ct=result&resnum=2)

The indenture also provides clear evidence that when he left England a few days later on his continental tour, Oxford did not know that his wife, Anne Cecil, was pregnant:

*And considering that at this present he hath not any issue of his body as yet born, & that if he should die & decease without issue of his body lawfully begotten, then all the honours, manors, lordships, lands, tenements & hereditaments whereof he should die seised of a sole and immediate estate in fee simple should by the laws of this realm by and after the death of the said Earl descend & come unto the Lady Mary Vere, sister of the said Earl, being next of his kin of the whole blood, and all other the manors, lordships, lands, tenements & hereditaments whereof any conveyance or assurance hath been heretofore made to the use of the said now Earl of Oxenford for term of his life, the remainder thereof after his decease to the said Countess for term of her life, the remainder thereof after his decease to the right heirs of the said Earl forever, should revert, remain or come to the said Lady Mary as sister and next heir of the said Earl of Oxenford of the whole blood;*

Had Oxford known on 30 January 1575 that Anne Cecil was pregnant, it is impossible that he would have included this clause in the indenture without mentioning her pregnancy and the fact that within a few months he would actually have an heir.

Annexed to the indenture is a schedule of Oxford's debts totalling £9096 10s 8-1/2d. Oxford owed the largest amount to the Queen in the Court of Wards, where his debt then

stood at £3457. He also owed the very large sum of £918 to 'Thomas Skinner, mercer'. If this debt of £918 to Skinner had not been paid by 17 September 1580, and had perhaps even increased by that date, it seems possible that Skinner required Oxford to guarantee the debt by a recognizance to Skinner for 2000 marks [=£1333 6s 8d] which Oxford entered into on 17 September 1580, one day after he had sold his manors of Castle Camps and Fowlmere to Skinner. See TNA 30/34/14, no. 3 for the recognizance, and TNA C 43/10/340 for the judgment against Oxford granted to Skinner on the recognizance in 1590.

The modern spelling edition of the indenture below has been prepared from a transcript on the website of Dr. Alan Nelson.

This indenture made the 30th day of January in the seventeenth year of the reign of our Sovereign Lady Elizabeth [=30 January 1575], 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, and Lord of Badlesmere and Scales of the one party, and the right honourable Thomas, Earl of Sussex, Viscount Fitzwater, Lord Egremont and Burnell, knight of the most noble Order of the Garter, Captain of the Gentlemen Pensioners & Gentlemen at Arms, Chief Justice and Justice in Oyer of all her Majesty's forests, parks & chases on this side Trent, and Lord Chamberlain of her Majesty's Household; the right honourable Robert, Earl of Leicester, Baron of Denbigh, of the most noble Order of the Garter, knight, Master of the Queen's Majesty's Horse, and of her Highness' most honourable Privy Council; Thomas Cecil, esquire, son and heir apparent unto the right honourable Sir William Cecil, knight, Lord Burghley and High Treasurer of England; Sir William Cordell, knight, Master of the Rolls; and Thomas Bromley, esquire, the Queen's Majesty's Solicitor-General, of the other party;

Witnesseth that whereas the said Earl of Oxenford by good and lawful conveyance and assurance in the law is and at this present standeth lawfully and solely seised in his demesne as of fee to the only use of the said Earl & of his heirs forever of & in the manors, lordships, farms, lands, tenements & hereditaments with their appurtenances whatsoever known & called by the several name or names, or either of them, of Grays in Hedingham Sible, Peppers, Prayors alias Bower Hall, Over Yeldham alias Yeldham Parva, Maldon, Flanderswick, Bouches, Flaxland, Stansted Mountfitchet & the park there, Bentfield Bury, Bury Lodge in Stansted, Nether Hall in Gestingthorpe, Brownes tenement in Toppesfield, Parks tenement in Gestingthorpe, Chelmisses Wood, Nether Yeldham alias Much Yeldham, Barwicks and Scotneys, Sheriffs in Gaines Colne, Tilbury juxta Clare, Pevers, Easton Hall, Fingrith, and Bumpstead Comitibus in the county of Essex, and of the manor of East Bergholt in the county of Suffolk, and of the manor of Aston Sandford in the county of Buckingham, and of the manor of Easton Maudit in the county of Northampton, and of the manors of Hormead, Barkway & Newsells in the county of Hertford, & of the manors of Swaffam Bulbeck and Abingdon Magna in the county of Cambridge, and of the manor of Fleet in the county of Kent;

And whereas the said Earl of Oxenford is also seised in his demesne as of a freehold for term of his life, the remainder over to the Lady Anne, Countess of Oxenford, now wife of the said Earl of Oxenford, for term of her natural life, for and in full recompense & satisfaction of her dower, the remainder over to the right heirs of the said Earl, of and in the manors of Wivenhoe, Newers, Battleswick, Much Bentley, Crepping Hall, Gutteridge alias Crustwick, Gibcrack, Downham, Doddinghurst, Gobions, Waltons, Colne Wake & Lamarsh, & of & in divers other manors, lands, tenements & hereditaments limited & conveyed for the jointure of the said Countess, as by the conveyance thereof more fully & at large appeareth;

And whereas the said Earl of Oxenford is also seised in his demesne as of fee of the manor of Tattingstone in the county of Suffolk, the which manor, together with the manor of Canfield in the county of Essex and with the said manors, lordships, farms, lands & tenements of Wivenhoe, Newers, Battleswick, Much Bentley, Doddinghurst, Lamarsh and Colne Wake in the county of Essex, and Aldham in the county of Suffolk, are by the last will and testament of the right honourable John de Vere, late Earl of Oxenford, deceased, father of the said Edward de Vere, now Earl of Oxenford, limited, disposed, assigned & appointed to his executors for certain years yet to come for and towards the execution of his said will and payment of his debts and legacies;

And where also the said now Earl of Oxenford is also lawfully seised in his demesne as of fee of and in the manor of Castle Camps in the counties of Cambridge and Essex, the which, together with the park called Langham Park in the county of Suffolk and seven acres of meadow in Langham alias Lavenham & Cockfield in the aforesaid county of Suffolk demised with the said park, & the manor of Elmsthorpe in the county of Leicester and all other the lands, tenements & hereditaments of the said now Earl of Oxenford in Earl Shilton or elsewhere in the said county of Leicester, are by the said Earl of Oxenford demised, granted & let to farm by indenture bearing date the 20th day of this present month of January [=20 January 1575] unto Thomas Cecil & William Cook, esquires, for divers years yet to come for the better maintenance of the state & degree of the said Countess, as by the same more fully & at large doth & may appear;

And where also the said now Earl of Oxenford is lawfully seised in his demesne as of fee tail, the reversion or remainder being in our said Sovereign Lady the Queen's Majesty, her heirs & successors, of & in the manors, lands, tenements & hereditaments called or known by the several name or names of Colne Priory & certain lands in Plaistow in Halstead, Barwicks in White Colne, Gestingthorpe, the parsonages, advowsons, churches or chapels of Colne Comitis, Great Bentley, Walter Belchamp alias Bewchamp, Water Dover, Court Harwich, Messing, [+and] Colne Alba in the county of Essex, the manor of Engeston alias Hinnton, the parsonage of Wickham in the county of Cambridge, & all the parsonages, advowsons, vicarages & gifts of all the foresaid towns & priory or house called Hedingham nunnery & the parsonages, advowsons & churches of Hedingham ad castrum & Gosfield in the said county of Essex;

Now the said Edward, Earl of Oxenford, minding & fully intending by the grace of God & the Queen's Majesty's licence, toleration and favour to travel beyond the seas;

And considering that at this present he hath not any issue of his body as yet born, & that if he should die & decease without issue of his body lawfully begotten, then all the honours, manors, lordships, lands, tenements & hereditaments whereof he should die seised of a sole and immediate estate in fee simple should by the laws of this realm by and after the death of the said Earl descend & come unto the Lady Mary Vere, sister of the said Earl, being next of his kin of the whole blood, and all other the manors, lordships, lands, tenements & hereditaments whereof any conveyance or assurance hath been heretofore made to the use of the said now Earl of Oxenford for term of his life, the remainder thereof after his decease to the said Countess for term of her life, the remainder thereof after his decease to the right heirs of the said Earl forever, should revert, remain or come to the said Lady Mary as sister and next heir of the said Earl of Oxenford of the whole blood;

And that the manors, lordships, lands, tenements & hereditaments & all others whereof the said now Earl of Oxenford is lawfully seised in fee tail general or special, the reversions or remainders whereof is not or is in our said Sovereign Lady, the Queen's Majesty, her heirs and successors, should or of right ought to revert, remain or come by & immediately after the decease of the said Earl of Oxenford to some issue male of the body of the right honourable John de Vere, late Earl of Oxenford, grandfather of the said Earl that now is, whereby the possessions, manors, lordships, lands, tenements and hereditaments of the said now Earl of Oxenford should be dismembered, severed & divided, to the great impairing & hindrance of that ancient earldom, house and family of Oxenford;

And therefore the said now Earl of Oxenford, remembering and considering the long continuance of his said house & family of the name of the Veres, whereof he is lineally descended, in the grace & favour of the kings & princes in whose times they have lived & in alliance and kindred with most of the ancient nobility of this realm & in the goodwill and good liking of the commonalty of the same realm, and having therefore a special desire & care to preserve, continue and leave all or the most part of his possessions, manors, lordships, lands, tenements & hereditaments whatsoever to some such person of the name as in his opinion is most likely to preserve, maintain and continue the said honourable house, family, and name most like to his noble ancestors if it should fortune the said Earl of Oxenford to die without issue male of his body;

And for a competent provision for such issue female as it may please God to send to the said now Earl of Oxenford;

And in consideration also of the special goodwill, natural love and affection which he, the said now Earl of Oxenford, beareth to his well beloved cousin Hugh Vere, esquire, son & heir apparent of Aubrey Vere, esquire, eldest uncle of the said Earl of Oxenford, & of the great hope which he, the said Earl of Oxenford, hath and conceiveth of his well doing rather than of any other of his cousins or kindred, and in consideration of the goodwill and natural love & affection which he, the said Earl of Oxenford, beareth to John Vere, esquire, son and heir apparent of Robert Vere, esquire, second uncle of the said Earl of

Oxenford, and to John Vere, esquire, son & heir of Geoffrey Vere, esquire, deceased, third uncle of the said Earl of Oxenford, and to Francis Vere, esquire, second son of the said Geoffrey, and to Robert Vere, esquire, third son of the said Geoffrey, and to Horatius Vere, esquire, fourth son of the said Geoffrey, & to his said sister, the Lady Mary Vere;

And for the better advancement of the said Lady Mary in marriage, & for increase of her portion, if it fortune the said Earl of Oxenford that now is to die without issue male of his body lawfully begotten, which the said John de Vere, late Earl of Oxenford, father of the said Earl that now is, by his last will and testament did bequeath unto her;

And in consideration that due payment shall be had and made of such debts as the said now Earl of Oxenford doth owe unto divers persons, the several sums whereof are mentioned in a schedule indented to these present indentures annexed, amounting in the whole to the sum of (blank), all which debts & all other debts of the said now Earl of Oxenford he, the said now Earl, mindeth, intendeth and desireth to have paid in as short time as the same will be levied, raised and received of the profits, issues & revenues of his said manors, lordships, lands, tenements & hereditaments, & of all other his manors, lordships, lands, tenements & hereditaments over & besides the yearly charges heretofore granted or by any other means going out of the same;

And in consideration that the said Lady Mary & others may be paid & answered of their legacies to them willed & bequeathed by the said John, late Earl of Oxenford, father to the said now Earl of Oxenford, & to the intent the due debts of the said John, late Earl of Oxenford, father to the said now Earl of Oxenford, may be likewise satisfied & paid;

It is therefore for all & every the considerations aforesaid covenanted, granted, condescended, concluded & agreed by & between the said parties to these presents in manner & form following, that is to say, the said Earl of Oxenford, for him & his heirs, covenanteth & granteth to & with the said Thomas, Earl of Sussex, Robert, Earl of Leicester, Thomas Cecil, Sir William Cordell and Thomas Bromley, and every of them, their heirs & [+assigns, & every] of them, by these presents [+that the said] Earl of Oxenford & his heirs, & every other person & persons whatsoever which shall in any wise stand or be seised of the premises or of any part thereof, shall & will, from the day of the date of these presents, stand & be seised of and in all and singular the manors, lands, tenements, hereditaments & other the premises to the only & several use & uses [+and] intents hereafter in these presents mentioned, declared & expressed, & to none other uses, intents or purposes, & under such conditions, provisions & determinations as are hereafter expressed;

That is to say, of and in all the manors, lordships, lands, tenements & hereditaments of the said now Earl of Oxenford & of all other the premises whatsoever named, expressed or mentioned in these presents to the use of Bernard Dewhurst, gentleman, & of Edward Hubberd, gentleman, receiver-general to the said Earl of Oxenford, their executors & assigns, for & during such time & until they, the said Bernard Dewhurst & Edward Hubberd, their executors and administrators or assigns, shall or may of & with the yearly rents & revenues of all the premises raise, receive, levy, & [ ] the said legacies of the said

late Earl of Oxenford, father to the said now Earl of Oxenford, & all such debts & sum & sums of money as are mentioned, declared and expressed in the said schedule indented to these presents annexed, amounting in the whole to the sum of (blank) or thereabouts, & all other lawful & due debts, as well of the said now Earl of Oxenford as of the said late Earl, his father, sufficient & good proof of the same being made to the said Earls of Sussex and Leicester, Thomas Cecil, Sir William Cordell & Thomas Bromley, or to the survivors or survivor of them, or of the executors, administrators or assigns of the survivor of them;

And further, the will and intent of the said Edward, now Earl of Oxenford, is that all and every such person and persons whatsoever to whom the said right honourable John de Vere, late the Earl of Oxenford, father of the said now Earl, or the said Edward de Vere, now Earl, have at any time heretofore given, granted, limited, appointed or assigned any pensions, portions, annuities, rents, charges or payments whatsoever issuing, going out or arising out of the premises, or out of any part or parcel thereof, which been in law now due and payable, shall and may lawfully, quietly and peaceably have, hold, levy, perceive and take all and every such pensions, portions, annuities, rents, charges & payments whatsoever according to the purport, true meaning and intent of such gifts, grants, limitations, appointments & assignments as are to them severally made;

And further, for the good considerations, intents & purposes before declared, the said Earl of Oxenford, for him, his heirs and executors, covenanteth & granteth to and with the said Earl of Suffolk & Earl of Leicester, Thomas Cecil, Sir William Cordell & Thomas Bromley and their heirs, executors, administrators and assigns and every of them by these presents that immediately from and after such time as the said debts & legacies shall or may be fully satisfied, contented or paid according to the true intent and meaning of these presents, and after the determination of the estate or interest of the said Bernard Dewhurst and Edward Hubberd limited and appointed by these presents, that he, the said Earl of Oxenford & his heirs and every other person & persons which shall be seised of the premises or of any part thereof except the honour, castle and manors of Hedingham & Earl's Colne & other the manors, lands, tenements and hereditaments expressed or mentioned in the last covenant of these presents & except the manors, lands, tenements & hereditaments whereof the reversion or remainder now is in our said Sovereign Lady, the Queen's Majesty, shall and will stand and be seised of all & singular the manors, lands, tenements & hereditaments of the said now Earl of Oxenford & of all other the premises (except before excepted) to the use of the said now Earl of Oxenford & of the heirs males of his body lawfully begotten;

And for default of heirs males of the body of the said now Earl of Oxenford, to the use of the heirs females of the body of the said now Earl until every of the heirs and daughters females of the said now Earl of Oxenford shall or may, with the yearly rents & revenues of the premises to them limited, be satisfied or paid the several sums of three thousand pounds for every such heir female or daughter towards their preferment & advancement in marriage;

& for default of such heirs males & females of the body of the said now Earl of Oxenford, then to the use and behoof of the said Lady Mary, sister of the said now Earl of

Oxenford, until such time as she shall or may be paid or answered of the sum of one thousand pounds of lawful money of England over and besides the legacy to her given by her said father;

And for default of heirs males of the body of the said now Earl of Oxenford, and after the said sums of money shall or may be levied as is aforesaid by the heirs females or daughters of the said now Earl of Oxenford & by the said Lady Mary as is before expressed, then to the only use of the said Hugh Vere, esquire, son & heir apparent of the said Aubrey Vere, esquire, eldest uncle of the said now Earl of Oxenford, for & during his natural life without impeachment of any manner of waste;

And after the decease of the said Hugh, then for so much of the premises before limited to the said Hugh not exceeding the yearly value of four hundred pounds of lawful money of England as the said Hugh shall limit or appoint for furniture of any his wife or wives, to the use of such wife & wives for term of their lives for their jointures and in recompense of their dowers;

& after the decease of such wife & wives, for such of the premises as shall be so assigned as is aforesaid & shall not exceed the yearly value above mentioned, and for all the residue of the premises not assigned, to the use & behoof of the first son of the body of the said Hugh Vere lawfully begotten & of the heirs males of the body of the said first son lawfully to be begotten, & for default of such heirs to the use of the second son of the said Hugh & of the heirs males of the body of the said second son lawfully to be begotten, and for default of such heirs males, to the use of the third son of the said Hugh Vere and of the heirs males of the body of the said third son lawfully to be begotten, and for default of such heirs males, to the use of the fourth son of the said Hugh Vere & of the heirs males of the body of the said fourth son lawfully to be begotten, and for default of such heirs males, to the use of the fifth son of the said Hugh Vere & the heirs males of the body of the said fifth son lawfully to be begotten, and for default of such heirs males to the use of the sixth son of the said Hugh Vere & of the heirs males of the body of the said sixth son lawfully to be begotten, and for default of such heirs males to the use of the seventh son of the said Hugh Vere & of the heirs males of the body of the said seventh son lawfully to be begotten, and for default of such heirs males to the use of the eighth son of the said Hugh Vere & of the heirs males of the body of the said eighth son lawfully to be begotten, and for default of such heirs males to the use of the ninth son of the said Hugh Vere & of the heirs males of the body of the said ninth son lawfully to be begotten, and for default of such heirs males to the use of the tenth son of the said Hugh Vere & of the heirs males of the body of the said tenth son lawfully to be begotten, and for default of such heirs males to the use of the heirs males of the body of the said Hugh Vere lawfully to be begotten;

And for default of such heirs males of the body of the said Hugh Vere lawfully to be begotten, to the use of the said John Vere, esquire, son and heir apparent of the said Robert Vere, esquire, second uncle of the said Earl & to the heirs males of his body lawfully begotten;



And for default of such heirs males then to the use & behoof of John Vere, esquire, son and heir of the said Geoffrey Vere, esquire, & for default of such heirs then to the use & behoof of Francis Vere, esquire, second son of the said Geoffrey Vere & to the heirs males of the body of the said Francis lawfully begotten, & for default of such heirs males then to the use & behoof of Robert Vere, esquire, third son of the said Geoffrey Vere & of the heirs males of his body lawfully begotten, & for default of such heirs males of the body of the said Robert Vere, son of the said Geoffrey, then to the use & behoof of the said Horatius Vere, esquire, fourth son of the said Geoffrey & of the heirs males of his body lawfully begotten;

And for default of such heirs then & thenceforth to the use of the said Edward, now Earl of Oxenford & of his heirs & assigns forever;

Provided always, & it is further covenanted, granted, condescended & agreed to & with the said parties to these presents, their heirs, executors & assigns, that it shall be lawful to and for the said now Earl of Oxenford at any time during his life by writing indented enrolled in any of the Queen's Majesty's courts of record to alter, revoke, change or utterly undo, determine & extinguish all & every use, uses, conditions, limitations, estates & intents in these presents before limited & specified (except the said estates & uses limited for payment of all the said debts & legacies touching or concerning the aforesaid manors, lands, tenements & hereditaments or any part or parcel thereof, & to limit & appoint the same to such person & persons of such estate & estates as to the said Earl of Oxenford shall be thought convenient, which shall be enjoyed after such time as the said debts & legacies shall or may be paid, & not before in any wise;

And that after such alteration, change, limitation, determination or extinguishment had, made & done as is aforesaid, the same manors, lands, tenements & hereditaments, or any of them or any part or parcel of the same whereof such alteration, change, determination or extinguishment shall be made or had as is aforesaid, shall be, after such time as the said debts & legacies shall or may be paid, to such use & uses & in such manner & form as shall be expressed & declared in such deed indented & to none other use nor in any other manner, this indenture or any use, uses, limitations, conditions, estates or other thing or things in the same specified to the contrary notwithstanding;

And further the said Earl of Oxenford, for him, his heirs, executors & assigns, covenanteth & granteth to & with the said Earl of Sussex, Earl of Leicester, Thomas Cecil, Sir William Cordell and Thomas Bromley, their heirs, executors & assigns, that he, the said Earl of Oxenford, before the feast of Easter next ensuing the date of these presents at the proper costs & charges of the same Earl of Oxenford shall & will by fine or fines, recovery or recoveries, or otherwise lawfully & sufficiently assure unto the said Thomas Bromley & Edward [sic?] Cordell & their heirs all the manors, lands, tenements & hereditaments with the appurtenances of the said now Earl of Oxenford known or called by the several name or names of the honour, manor, lordship or castle of Hedingham ad castrum & Upland Hedingham borough(?), Earls Colne, Canfield alias Canfield Magna, Burnells in Stansted Mountfitchet, Vaux, Colneford Mill, & certain out(?) marshes in Wennington, Rainham & Aveley in the county of Essex, the manor of Lavenham in the county of Suffolk, the

honour or manor of Whitchurch in the county of Buckingham, the manors of Thorpe Malford & Marston Trussell in the county of Northampton, the manors of Thornecombe & Colbrooke in the county of Devon, & ten pounds of annual rent issuing & going out of certain lands & woods called Scales Park in the county of Hertford, which assurance & conveyance to be made of the premises last before mentioned or of any part or parcel thereof by the said now Earl of Oxenford unto the said Thomas Bromley & Edward [sic?] Cordell & their heirs shall be to the use of the said Bernard Dewhurst & Edward Hubberd, their executors & assigns, until all the said debts & legacies shall or may be levied & paid as is aforesaid, & after to the use & behoof of the said now Earl of Oxenford & the heirs males of his body lawfully begotten, & for default of such issue then to all & every the uses & intents before in these presents limited, & under such conditions, limitations & determinations as are before in these presents mentioned, & to no other uses, intents or purposes;

In witness whereof the said parties to these present indentures have interchangeably put their seals, given the day and year first above written.

To the Queen's Majesty	£3457		
To Robert Cannock	£40		
To Edward Howsden	£10		
To (blank) Aldred	£10		
To John Peryn	£27		
To Arthur Harris, esquire	£20		
To (blank) Bladwyn	£10		
To Thomas Peacock	£10		
To John Gosling in the right of his wife	£4		
To Thomas Tyler	£11		
To William Storer	£50		
To Hugh Hills	£14		
To Derick Vancleave	£10	2s	
To William Hinxman	£4		
To Robert Greenwood	£16	7s	
To William Rowe	£449	12s	11d
To (blank) Lowen	£348	4s	6d
To Piero Paylies	£58	8s	
To Henrick, bitmaker	£11		
To (blank) Huddleston, esquire	£12		
To Thomas Cooke	£36		
To Thomas Thornes	£33	4s	
To Richard Bowser	£240		
To Thomas Nogey	£24	2s	8d
To Cornelius Godfrey	£80	17s	
To (blank) Toy	£62		
To th' executors of Nicholas de le Fley	£26		
To Edward Compton, mercer	£25	15s	6d

To Margaret Dane, widow	£109	15s	
To Barnaby Harrold	£6		
To John (blank), a baker	£6		
To Edmund More	£3	6s	8d
To Ellis Jones	£7	15s	
To (blank) Martyn, goldsmith	£40		
To Roger Farthing	£15		
To Anthony (blank)	£39		
To (blank) upholsterer	£13		
To (blank) Smith, embroiderer	£19		
To Jasper (blank) and to (blank)	£13	6s	
To (blank) Mabbe	£95	6s	8d
To (blank), jeweller	£110	13s	6d
To (blank) Morninge	£92	10s	
To Robert Payne	£8	18s	
To (blank) Arnold	£6		
To William Brewster	£16		
To (blank) Stutfield	£12		
To John Orpin, farrier	£10		
To Martin Dorehouse	£5	15s	
To Thomas Peacock	£21	13s	10d
To Robert Braybrooke		32s	2d
To certain carters of Hedingham for stuff carrying		40s	
To George Manning	£3	17s	
To (blank) Fenner		23s	10d
To John Larde		14s	10d
To Edward Moyse		13s	8d
To the widow Charles		31s	6d
To Arnold Stope		21s	
To Robert Rogers		13s	4d
To William Stratton		4s	8d
To William Aldust	£5	13s	9d
To Henry Myche		40s	
To (blank) Clerk		13s	6d
To (blank) Hanwikes	£10	15s	8d
To (blank) Dabbs, armourer	£3	4s	
To (blank) Hasenett, baker	£5		
To Andrin Blomvile	£3	6s	8d
To Thomas Morant, John Wakering and John Browne	£6	10s	6-1/2d
To (blank) Burges	£6		12d
To Robert Cooke		23s	4d
To (blank) Charnock	£20		
To Henry Smith		32s	
To Richard Jeffreys		37s	

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To Thomas Flasket, haberdasher	£164	15s	
To Thomas Way	£35	6s	8d
To Thomas Batts	£137	6s	
To Richard Holmead	£100	15s	8d
To (blank) Blount	£20		
To Humfrey Stevens	£12	4s	4d
To Humfrey White	£78	11s	
To William Storer aforesaid	£26		
To Lancelot Burton	£250	3s	11d
To (blank) Webbe, draper	£54		
To Henry Champion	£54	3s	
To Christopher Wilton	£180		
To Thomas Newton, embroiderer	£63	12s	
To John Martin, tailor	£60		
To Roland Winter	£3		
To (blank) Farrant	£20		
To John Fuller	£10		
To (blank) Wigginton	£8		
To William Lusard	£9	8s	
To Robert Rodes	£8		
To (blank) Kimpton, draper	£6		12d
To William Hubberd	£6	13s	4d
To (blank) Walker	£9	7s	6d
To Margaret Crathorne, widow		52s	
To Richard Bowser	£22	2s	
To Thomas Skinner, mercer	£337		
To him more	£381	12s	11d
To Mr Skinner more	£200		
To Richard Kyes, gent	£10		
To Robert Ross, by warrant	£50		
To (blank) Webber for lace delivered to William Ruswell, tailor, for my Lord's use	£99	9s	9d
To (blank) Fenney and the watermen	£4	9s	4d
To Edward Clere for his annuity of £20 a year due	£50		
To the Lady Golding	£106	5s	
To (blank) Charnock more	£60	5s	8d
To Anne Archpole, executrix of Nicholas Archpole, surgeon	£6	10s	
To (blank) Batts aforesaid more	£12	9s	5d
To (blank) Flasket aforesaid more	£40		
To William Ruswell, tailor, or to his assignees	£51		
To (blank) Fowle	£10		
To (blank) Vere	£10		
To (blank) Baker	£10		

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To my Lady Mary, arrearages of her fee	£70		
To Mr Hayes, receiver of Essex for tenths due at Michaelmas last	£66		
To Mr Hugh Vere his fee behind due	£20		
To Nicholas Bleake	£54	6s	2d
To John More	£10	8s	
To (blank) Yardley, shoemaker	£30		
To Thomas Crane with £25 6s 9d for the (blank) in full allowance of his whole account	£40		
To (blank) Baker	£16	15s	
To the executors of Knightley	£18	15s	
To Edward Worsley	£40		
To George Golding, gent., for his charges & pains in attendance about my Lord's service and business heretofore at sundry times	£40		
To Richard Kelton	£57	11s	4d
To John Newsom, tailor	£8	9s	
To Holmead, tailor	£5		
To (blank), shoemaker	£5		

And also for that there may be othe[r] debts and duties that the said Earl doth owe and not named or mentioned in this schedule, therefore the said Earl hath appointed the right honourable Sir William Cecil of the most honourable Order of the Garter, knight, Baron of Burghley and Lord High Treasurer of England, or such other person or persons as the said Lord Burghley shall appoint to examine the same, and all and so much thereof as by his or their discretion shall be thought due shall be paid in manner and form as the debts in this schedule mentioned are appointed to be paid.