

SUMMARY: The document below is the indenture of 1 July 1562 by which John de Vere (1516-1562), 16th Earl of Oxford, and Henry Hastings (1536?-1595), 3rd Earl of Huntingdon, formalized an agreement for a marriage between the 16th Earl's only son and heir, Edward de Vere (1550-1604), later 17th Earl of Oxford, referred to in the indenture as Lord Bulbeck, and whichever of two of Huntingdon's sisters, Elizabeth (d.1621) or Mary (d. circa 1589), Lord Bulbeck should choose as his bride.

The 16th Earl covenants in the indenture that his son and heir, Lord Bulbeck, will marry either Elizabeth or Mary Hastings within a month after he reaches the age of eighteen, provided that both bride and groom consent to the marriage. Huntingdon makes a parallel covenant on behalf of his sister.

As consideration for the marriage agreement, Huntingdon covenants to pay the 16th Earl 1000 marks [=£666 13s 4d] on 1 November 1563 and 1500 marks [=£1000] on the day of the marriage. £1000 of this total sum of £1666 13s 4d had been provided for in the will of Elizabeth and Mary Hastings' father, Francis Hastings (1514-1560), 2nd Earl of Huntingdon: *I will and devise that every of my said daughters (except my said daughter Clinton) shall have one thousand pounds of lawful money towards her marriage paid to her as every of the said daughters shall accomplish the age of 18 years old, or else before that time at the time of her marriage if she be married before that age* (see TNA PROB 11/4, ff. 57-62). Presumably the payment of 1000 marks by the Earl of Huntingdon was never made, since it was not due until 1 November 1563, and the 16th Earl died on 3 August 1562.

On his part, the 16th Earl covenants that the office of Lord Great Chamberlain will descend to Lord Bulbeck and his male heirs by Elizabeth or Mary Hastings. He also covenants that he will convey lands worth £2000 annually, i.e. the entire landed inheritance of the Oxford earldom, to Lord Bulbeck and his male heirs by Elizabeth or Mary Hastings. The private Act of Parliament of 23 January 1552 by which the 16th Earl's lands had been restored to him after Somerset's extortion confirmed life estates held by two of the 16th Earl's brothers and their wives in his lands, and stipulated that the 16th Earl could assign specified lands in his will as a jointure for his wife, Margery Golding, and could assign other specified lands for a 21-year period for payment of his debts, performance of his will, and payment of the £1000 marriage portion of his daughter, Katherine de Vere (1538-1600) (see HL/PO/PB/1/1551/5E6n35). The 16th Earl's covenant to leave lands worth £2000 in the marriage contract below is therefore divided into two parts: lands in possession worth £1200 annually which would come to Lord Bulbeck immediately after the 16th Earl's death, and lands in reversion worth a further £800 which would come to Lord Bulbeck only after the expiration of the life estates of the 16th Earl's widow and brothers and the expiration of the 21-year period for payment of his debts, his legacies, and Katherine de Vere's marriage portion. In addition, the 16th Earl covenants that upon consummation of the marriage Lord Bulbeck and his bride will immediately be given lands worth 300 marks [=£200] annually, part of the total landed inheritance of £2000 annually, and that after the 16th Earl's death she will be

given a jointure of 400 marks [=£266 13s 4d] annually, again out of the lands worth a total of £2000 annually.

The 16th Earl and Huntingdon covenant to bear the costs of the marriage equally, and to bear individually the cost of apprelling the bride and groom.

A further clause provides that if any of three eventualities should occur prior to the marriage, i.e., (1) the 16th Earl's death; (2) Lord Bulbeck's death; (3) or lack of consent to the marriage on the part of either Lord Bulbeck or the Earl of Huntingdon's sister, the 16th Earl or his executors will have one year to repay the Earl of Huntingdon the 1000 marks paid on 1 November 1563 (if already paid), and will be required to discharge Huntingdon of the obligation to pay the remaining 1500 marks. It is noteworthy that neither the death of the Earl of Huntingdon nor the deaths of either of the prospective brides is included in the list of events which could legally affect the contract.

The 16th Earl further covenants that if Lord Bulbeck has female issue by his bride and then dies, the 16th Earl will give £1000 to such female child if there is only one, or 1000 marks to each female child if there is more than one, such payment to be made at age eighteen or at marriage, whichever first occurs.

The final clauses state that both the 16th Earl and the Earl of Huntingdon have each posted bonds in the amount of £3000 in the Court of Chancery as a guarantee of performance, and each covenants that the other's bond will become void upon performance of his part of the agreement.

The only surviving copy of the indenture is in the Huntington Library, and has been described in *Huntingdon Papers* (1926), pt. I, p. 127, and in *HMC Hastings*, p. 319 [1301]. It contains a note on the dorse in Huntingdon's hand and is signed and sealed by the 16th Earl, and is therefore Huntingdon's copy. Two of the seven witnesses to the indenture were the 16th Earl's brothers-in-law, Sir Thomas Golding (d.1571) and Henry Golding (d.1576), another three were his gentlemen servants, John Booth, Jasper Jones and John Lovell, another was his friend, and an executor named in his will, Sir John Wentworth (1494-1567) of Gosfield, Essex, while the last would appear to have been the same John Gybon, Master in Chancery, before whom the indenture was enrolled on 5 July 1562.

The indenture is significant for several reasons. Firstly, it values the income from the 16th Earl's entire landed inheritance in round figures at £2000 per annum in a contract in which an accurate valuation of the annual income from the 16th Earl's lands was a material term of the agreement between the parties, thus providing reliable evidence of the actual value of the lands of the Oxford earldom at the time, and contradicting the inflated values which have been suggested by later historians and commentators.

Secondly, it indicates that the 16th Earl was in good health on 1 July 1562, although he died suddenly only a month later on 3 August 1562. Had he been in ill health, and expecting to die shortly, he would not have made his own death a condition by which the

entire agreement could be terminated, nor would the Earl of Huntingdon have gone through the expensive and ultimately pointless business of entering into a contract and a bond in the amount of £3000 under such circumstances. Moreover the clause concerning Lady Elizabeth or Lady Mary's jointure does not state, as might have been expected, that she is to receive it at the time of the marriage six years hence, but only after the marriage has taken place six years hence and after the 16th Earl's death following the marriage, and the clause, and in fact the entire contract, is thus clearly predicated on the assumption that the 16th Earl would still be alive six years hence when the marriage was to take place. These provisions dispose of the argument that the 16th Earl entered into this and two other legal documents -- an indenture involving the succession of his lands and offices, and a new last will and testament -- in June and July 1562 in anticipation of his own imminent death (see TNA C 54/626 and TNA PROB 11/46, ff. 174v-6).

Thirdly, it raises the question of why the Queen allowed the 16th Earl's contract for his son's marriage to fade into oblivion when Edward de Vere became her ward after the 16th Earl's sudden and unexpected death on 3 August 1562. It was obviously the 16th Earl's clear intention that his son and heir marry a sister of the Earl of Huntingdon, and even if the indenture of 1 July 1562 had been legally affected by the 16th Earl's death under the clause mentioned earlier, the Queen had full power and authority as Edward de Vere's legal guardian, and even greater power as Queen, to enter into a new agreement with the Earl of Huntingdon regarding the marriage. The only reason given in the indenture for the 16th Earl's death to have a negative impact on the contract is the possibility that if the 16th Earl were to die 'the same marriage cannot take effect without further charge to the said Earl of Huntingdon'. It is not stated what this 'further charge' consisted of. It might have been that the Earl of Huntingdon would have been expected to purchase the wardship of his future son-in-law. But that was among the commonest of occurrences under the wardship system, and was surely a matter which could have been negotiated between the Queen and the Earl of Huntingdon.

Fourthly, it raises the question of why Edward de Vere was forced by the Queen to purchase his own wardship and marriage from the Court of Wards for £2000 when he came of age in 1571. Hurstfield sets out the accepted legal position with respect to a ward's marriage as provided by the Statute of Merton: *If an heir, of what age soever he be, will not marry at the request of his lord, he shall not be compelled thereunto; but when he cometh to full age he shall give to his lord, and pay him as much as any would have given him for his marriage* (see Hurstfield, Joel, *The Court of Wards* (London: Frank Cass, 1973), p. 142). Edward de Vere was not offered a marriage by his legal guardian, the Queen, during his wardship. He negotiated his own marriage after he had reached the age of majority, and married Anne Cecil at Whitehall on 16 December 1571 (see ERO D/DRg 2/24) with the consent and obvious approval of the Queen, who personally attended the ceremony. Under these circumstances it seems unconscionable of the Queen to have forced him to pay the enormous sum of £2000 to purchase his own wardship and marriage after he had come of age, even if she was legally entitled to the value of the marriage (but not the wardship) under the strict application of the laws of prerogative wardship under which older authorities had held that: *[T]he king will have the value of the ward's marriage even if he does not offer him a marriage, unlike a*

common person who must offer a marriage and have the ward reject it to get the value of the marriage (see Margaret McGlynn, *The Royal Prerogative and the Learning of the Inns of Court* (Cambridge: Cambridge University Press, 2003), p. 53). There appears to be no other example in the records of the Court of Wards during Queen Elizabeth's reign of a ward being forced to purchase his own wardship and marriage (as opposed to having to pay a fine for having refused a marriage offered to him by his legal guardian, or for having contracted a marriage without the consent of his legal guardian). The Queen's fine of £2000 levied against Oxford for his wardship and marriage after he came of age thus seems to be a rather remarkable anomaly, and it seems not unreasonable to charge the Queen with not only having neglected to advance the advantageous marriage contract arranged for Edward de Vere by his father, but also of precipitating his eventual financial ruin by forcing him to purchase his own wardship and marriage from her for £2000 after he had come of age.

One of Edward de Vere's prospective brides under the marriage contract, Elizabeth Hastings (d.1621), married Edward Somerset (c.1550-1628), 4th Earl of Worcester. According to Edward de Vere's maternal uncle, George Golding, the wedding took place at Whitehall at the same time, i.e. on 16 December 1571, as Edward de Vere's marriage to Anne Cecil (see ERO D/Drg2/24). Edward de Vere's other prospective bride under the marriage contract, Mary Hastings, died unmarried sometime before 1589 (see Cross, Claire, *The Puritan Earl*, (London: Macmillan, 1966) p. 30). At the age of thirty she had received a marriage proposal from Czar Ivan the Terrible through his ambassador, Theodore Pissemsky, who was allowed to see her in the garden at York House on 18 May 1583, where she was 'attended on with divers great ladies and maids of honour and young noblemen' (see Bond, Edward Augustus, *Russia at the Close of the Sixteenth Century* (London: The Hakluyt Society, 1856), pp. xlviiii-liiii). This incident may have inspired a scene in Shakespeare's *Love's Labours Lost*:

*Princess. Not so, my lord; it is not so, I swear;
We have had pastimes here and pleasant game:
A mess of Russians left us but of late.*

This indenture made the 1st day of July in the fourth year [=1 July 1562] 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 John, Earl of Oxenford, of the one party, and the right honourable Henry, Earl of Huntingdon, of the other party;

Witnesseth that it is covenanted, granted, condescended, concluded and fully agreed between the said Earl of Oxenford and Earl of Huntingdon for themselves, their heirs, executors and administrators, for and concerning a marriage to be had and solemnized between the Lord Bulbeck, son and heir apparent of the said Earl of Oxenford, of the one party, and the Lady Elizabeth or Lady Mary, sisters of the said Earl of Huntingdon, on the other party, in manner and form following, that is to say:

First, the said Earl of Oxenford doth covenant, promise and grant for him, his heirs, executors and administrators, to and with the said Earl of Huntingdon, his heirs, executors and administrators, by these presents that the said Lord Bulbeck, when he shall accomplish the age of eighteen years, shall within one month after marry and take to wife the said Lady Elizabeth or Lady Mary, sisters of the said Earl of Huntingdon, if the said Lord Bulbeck and Lady Elizabeth or Lady Mary whom the said Lord Bulbeck shall elect and choose to marry will thereunto consent and agree and the laws of God will it permit and suffer;

And in like manner the said Earl of Huntingdon doth covenant, promise and grant for himself, his heirs, executors and administrators, to and with the said Earl of Oxenford, his heirs, executors and administrators, that the said Lady Elizabeth or Lady Mary, which of them it shall happen the said Lord Bulbeck to elect and choose as is aforesaid when the said Lord Bulbeck shall accomplish the age of eighteen years and hath determined his election upon one of the said ladies, shall according to the laws of God marry, espouse and take to her husband the said Lord Bulbeck if the said Lord Bulbeck and the said Lady Elizabeth or Lady Mary so by him to be elected and chosen as aforesaid will thereunto consent and agree and the said laws the same will permit and suffer;

In consideration of which marriage so to be had, solemnized and accomplished as is aforesaid, the said Earl of Huntingdon doth further covenant, promise and grant by these presents for him, his heirs, executors and administrators, to and with the said Earl of Oxenford, his heirs, executors, administrators and assigns, that he, the said Earl of Huntingdon, his heirs, executors, administrators or assigns, shall and will well and truly content and pay or cause to be contented and paid unto the said Earl of Oxenford, his executors, administrators or assigns, the full and just sum of two thousand and five hundred marks [=£1666 13s 4d] of good and lawful money of England in manner and form following, that is to say, at the feast of All Saints which shall be in the year of Our Lord God a thousand five hundred threescore and three [=1 November 1563], one thousand marks [=£666 13s 4d], parcel of the said two thousand and five hundred marks, and at the day of solemnization of the said marriage the sum of fifteen hundred marks [=£1000] residue and in full payment and satisfaction of the said sum of two thousand and five hundred marks;

And the said Earl of Oxenford for him his heirs, executors and administrators, doth covenant, promise and grant by these presents to and with the said Earl of Huntingdon, his heirs, executors and administrators, that the office of the Great Chamberlain of England shall immediately after the death of the said Earl of Oxenford descend, remain and come unto the said Lord Bulbeck and to th' heirs male of his body;

And that also he, the same Earl of Oxenford, shall leave and assure by good and lawful conveyance in the law unto the said Lord Bulbeck and his heirs males of his body, after the death of Dame Margery, Countess of Oxenford, now wife of the said Earl, and after the deaths of the brethren of the same Earl of Oxenford and their wives, and after twenty and one years fully expired after the death of the said Earl of Oxenford, lands, tenements and hereditaments in possession and reversion of the clear yearly value of two thousand

pounds of lawful money of England over and above all charges and reprises of lands not improved within twenty years last past nor hereafter to be improved, that is to say, in possession immediately after the death of the said Earl one thousand and two hundred pounds, and in reversion, depending only upon the lives of the said Countess and brethren of the said Earl and their wives and upon the said 21 years, to the clear yearly value of eight hundred pounds over and above the said one thousand and two hundred pounds;

And farther the said Earl of Oxenford doth covenant, promise and grant for him, his heirs, executors and administrators, to and with the said Earl of Huntingdon, his heirs and executors, by these presents that he, the said Earl of Oxenford, shall and will, at and upon the consummation of the said marriage, by good and lawful conveyance in the law assure and convey unto the said Lord Bulbeck and Lady Elizabeth or Lady Mary which the said Lord Bulbeck shall so marry lands, tenements and hereditaments, parcel of the said two thousand pounds before mentioned, of the clear yearly value of three hundred marks [=£200] of lawful money of England over and above all charges and reprises, to the use of the said Lord Bulbeck and Lady Elizabeth or Lady Mary which the said Lord Bulbeck shall so fortune to marry and to the heirs male of the body of the said Lord Bulbeck;

And moreover the said Earl of Oxenford, for him, his heirs and executors, doth covenant, promise and grant by these presents to and with the said Earl of Huntingdon, his heirs, executors and administrators, that he, the said Earl of Oxenford, shall further make and assure to remain and come, after the death of the said Earl of Oxenford, in jointure unto the said Lady Elizabeth or Lady Mary whom the said Lord Bulbeck shall elect and marry, for term of the life natural of the same Lady Elizabeth or Lady Mary so married to the said Lord Bulbeck, lands, tenements and hereditaments of the said Earl of Oxenford, being parcel of the said two thousand pounds, of the clear yearly value of four hundred marks [=£266 13s 4d] of lawful money of England over and above all charges and reprises without improvement as aforesaid, over and above the said three hundred marks to be assured as aforesaid;

Provided always, and it is further and finally agreed between the said parties to these presents, and either of them for himself, his heirs, executors and administrators doth covenant, promise and grant to and with the other of them, his heirs, executors and administrators, in manner and form following, that is to say, that the charges of the said marriage shall be equally borne between the said Earls of Oxenford and Huntingdon, and that the said Earl of Oxenford shall bear all the charges of th' apparelling of the said Lord Bulbeck, his son, the day of his marriage, and that the said Earl of Huntingdon shall likewise bear all the charges in apparelling of the said Lady Elizabeth or Lady Mary, which of them it shall fortune the said Lord Bulbeck to elect and choose to be his wife, at the day of her marriage;

And farther that if it shall happen the said Earl of Oxenford to decease before the said marriage had and solemnized, by reason whereof the same marriage cannot take effect without further charge to the said Earl of Huntingdon, or if the said marriage shall not take effect by disagreement of the said Lord Bulbeck or of such of the said Lady Elizabeth or Lady Mary as the said Lord Bulbeck shall elect and choose as is aforesaid,

or else by the death of the said Lord Bulbeck or otherwise, that then within one whole year next after such death of the said Earl of Oxenford or Lord Bulbeck, disagreement, or other occasion whatsoever by reason whereof the said marriage shall be so hindered or cannot take his full effect accordingly and according to the true intent and meaning of both the said Earls, the said Earl of Oxenford, his heirs, executors or assigns, shall well and truly content and repay or cause to be repaid unto the said Earl of Huntingdon, his executors or assigns, all such sums of money as he, the same Earl of Oxenford, his executors or assigns, shall before that time have had and received of the said Earl of Huntingdon, his executors or assigns, in consideration of the said marriage, and also by good, sufficient and lawful means shall release, acquit, exonerate and discharge the same Earl of Huntingdon, his heirs, executors and administrators, of all such other sums of money covenanted, agreed or intended by these presents to be paid to the said Earl of Oxenford by the said Earl of Huntingdon and then or after to become due to be paid and not paid for and in consideration of the said marriage or by reason of any agreement confirmed in these presents;

Also the said Earl of Oxenford covenanteth further by these presents for him, his heirs, executors and assigns, to and with the said Earl of Huntingdon, his executors and assigns, that if it shall happen the said Lord Bulbeck to marry and take to wife any of the said ladies, videlicet, the said Lady Elizabeth or the said Lady Mary, and to have one or mo issues females of any of their bodies, and to decease, the said Earl of Oxenford at the time of the decease of the said Lord Bulbeck living, that then the said Earl of Oxenford, his heirs, executors or assigns, shall well and truly give and pay or cause to be paid toward the preferment in marriage of every of the said issues females or otherwise to every of the said issues females in manner and form following, that is to say, if there be but one issue female, one thousand pounds, and if there be mo, then to every of them one thousand marks, to be well and truly paid to them when she or they shall accomplish the several ages of eighteen years, or else at their several marriages if the same marriage or marriages happen to be before the said several ages of eighteen years, so that every of the said daughters shall be satisfied of their said several portions at their several ages of 18 years at the uttermost;

And the said Earl of Oxenford for him, his executors, administrators and assigns, doth covenant and grant to and with the said Earl of Huntingdon, his heirs, executors, administrators, and assigns, and every of them, by these presents that if the said Earl of Huntingdon, his heirs, executors, administrators and assigns, and every of them, do well and truly observe, perform, fulfil and keep all and every the covenants, grants, articles, agreements, promises and payments which on the part and behalf of the same Earl of Huntingdon, his heirs, executors, administrators or assigns, are or ought to be observed or kept contained and specified in these presents according to the purpose, effect and true meaning of the same, that then one recognizance bearing the date hereof taken and knowledged in the Queen's Majesty's High Court of Chancery wherein the said Earl of Huntingdon standeth bounden to the said Earl of Oxenford in the sum of three thousand pounds of good & lawful money of England shall be utterly void, frustrate and of none effect as if the same had never been had or made;

And likewise the said Earl of Huntingdon for him, his executors, administrators and assigns, doth covenant and grant to and with the said Earl of Oxenford, his heirs, executors, administrators and assigns, and every of them, by these presents that if the said Earl of Oxenford, his heirs, executors, administrators and assigns, and every of them, do well and truly observe, perform, fulfil and keep all and every the said covenants, grants, articles, agreements, promises and payments which on the part and behalf of the same Earl of Oxenford, his heirs, executors, administrators or assigns, or any of them, are or ought to be observed or kept according to the purpose, effect and true meaning of the same, that then one recognizance bearing the date hereof likewise taken and knowledged in the said High Court of Chancery wherein the said Earl of Oxenford is and standeth bounden to the Earl of Huntingdon in the sum of three thousand pounds of good & lawful money of England shall be utterly void, frustrate and of none effect as if the same had never been had or made.

In witness whereof the said parties to these indentures interchangeably have set their seals, given the day and year first above-written. 1562.

Oxenford

Recognitum coram me Johannem Gybon in cancellaria magistro quinto die mensis Julij anno suprascripto

[=Acknowledged before me, John Gybon, Master in Chancery, on the fifth day of the month of July in the year above-written.]

[Endorsement]

Signatum sigillatum et deliberatum die et anno infrascriptis in presentia Iohannis Wentworthe et Thome Goldinge militum Iohannis Gibon et Henrici Goldinge armigerum Iohannis Boothe Iasperi Iones et Iohannis Lovell generosorum

John Wentworth
Thomas Goldyng
Henry Goldyng

[=Signed, sealed and delivered on the day and year above-written in the presence of John Wentworth and Thomas Golding, knights, John Gybon and Henry Golding, esquires, John Booth, Jasper Jones and John Lovell, gentlemen.

John Wentworth
Thomas Golding
Henry Golding]

The indenture betwixt me and my Lord of Oxenford for the marriage.

[added in another hand: of his son with a daughter of Francis, Earl of Huntingdon]