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An Earl in Bondage

by Nina Green

Count: In delivering my son from me,
I bury a second husband.

Bert: And I in going, madam, weep o'er
my father's death anew; but I must
attend his Majesty's command, to
whom I am now in ward, evermore
in subjection.

All's Well 1.1.6

BERTRAM'S resigned prediction in the opening lines of *All's Well That Ends Well* that as a ward he will be evermore in subjection is a reflection of Oxford's unique personal experience after his father's death on 3 August 1562.

There appears to be general agreement that Tudor wardship was an oppressive institution. Its only real function was to permit the Crown to realize a windfall profit when a subject who held land of the Crown *in capite* died leaving an under-age heir. The Crown was permitted to sell to a third party both the custody of the heir and the right to control his marriage. In addition, the Crown was entitled to retain one-third of the revenues of the lands of the heir during his minority, and to sell these revenues to a third party. In almost all of the hundreds of Tudor wardship cases, this is precisely what the Crown did; it sold to third parties the custody of the ward, the right to control his marriage, and the revenues from one-third of the ward's lands during his minority. In the case of a few noble wards such as Oxford, the Crown made an exception and retained the custody of the ward, the right to control his marriage, and the revenues from one-third of his lands in its

own possession until he came of age.

All wards must have eagerly looked forward to the day when they reached the age of majority. At that point, wardship came to an end once the ward had successfully sued his livery. Under Tudor wardship the suing of livery was a complicated and expensive bureaucratic procedure, the main point of which was another revenue grab by the Crown under which it extracted from the ward a payment usually amounting to half the annual rental value of the ward's lands before it would agree to return them. If the ward did not have sufficient funds available to make this cash payment, he was required to enter into bonds to secure his debt to the Court of Wards. These bonds contained strict conditions of payment, and severe penalties for non-payment.

A document at Hatfield House, CP 25/105, shows that Oxford's total debt to the Court of Wards after he had sued his livery was £3306 17s 10d, comprised of a £2000 fine said to be for his "wardship," a £1257 18s 3/4d fine for the suing of his livery, and a small sum of £48 19s 9-1/4d for mean rates while he was underage.¹ The £2000 fine for Oxford's "wardship" was payable in ten instalments of £200 apiece annually from 10 May 1572 until 10 May 1581. The £1257 18s 3/4d fine for suing his livery was payable at the rate of £57 18s 3/4d on 1 November 1571, and £100 per year on November 1 thereafter until 1583. The legality of the Crown's imposition of a £2000 fine for wardship and marriage on Oxford after he had reached the age of majority, and when his marriage to Anne Cecil had been approved by his legal guardian the Queen, is questionable, but legal or not, Oxford was required to pay it.

To guarantee the payment of this debt of £3306 17s 10d, Oxford entered into a large number of bonds to the Court of Wards, putting up his lands as security. Two guarantors, Ox-

ford's first cousin John, Lord Darcy, and Sir William Waldegrave, were also forced to enter into bonds for very large sums to be paid to the Court of Wards if Oxford defaulted.

This debt to the Court of Wards and the web of bonds which secured it were Oxford's financial downfall. Oxford was unable to pay his debt to the Court of Wards, and in consequence he forfeited huge sums via these bonds. Notes by Lord Burghley on one of Oxford's letters (BL Lansdowne 68/11, f. 22) show that the bonds forfeited by Oxford for non-payment of his original debt amounted to £11,446 13s 4d, as will be explained in greater detail below. When this figure is added to Oxford's original debt of £3306 17s 10d, the total amount Oxford owed the Court of Wards by the end of 1583 was £14,753 11s 2d. It is useful to keep in mind that Oxford received nothing tangible in return for this huge debt to the Court of Wards of £14,753 11s 2d; it merely represented fines levied against Oxford, and forfeitures for non-payment of the fines.

The historical record of the network of bonds entered into by Oxford, Darcy, and Waldegrave to secure Oxford's debt to the Court of Wards is sparse and fragmentary, and information must therefore be pieced together from a number of different primary source documents. An itemization of these primary sources and what they tell us about Oxford, Darcy, and Waldegrave's bonds in the Court of Wards will be the focus of the balance of this article.

There appear to be at least seven primary sources which provide information concerning the bonds that Oxford, Darcy, and Waldegrave entered into in 1572 to guarantee payment of Oxford's debt to the Court of Wards.

1. The first primary source is Oxford's letter to Lord Burghley of 30 October 1584 (BL Lansdowne 42/39, ff. 97-8) in which Oxford writes:

And because I stand indebted unto her Majesty (as your Lordship knoweth), many of the said purchasers do greatly fear some trouble likely to fall upon them by reason of her Majesty's said debt, & especially if the lands of the Lord Darcy and Sir William Waldegrave should be extended for the same, who have two several statutes of great sums for their discharge.

This initial reference by Oxford to the bonds guaranteeing his debt to the Court of Wards is an oblique one. Oxford does not refer directly to the bonds themselves, but to the harm which purchasers of his lands fear because of his debt to the Queen, and, by implication, the bonds which guarantee payment of that debt, bonds secured by lands which the purchasers have now bought from Oxford and which the Crown may therefore extend against at its pleasure.

2. The second primary source is Oxford's letter of 30 June 1591 to Lord Burghley and an accompanying memorandum (BL Lansdowne 68/11, ff. 22-3, 28). In the memorandum, Oxford writes:

Now, that it may appear to your Lordship that her Majesty's meaning was to grant me leases during the forfeiture of a £11,000 which myself had forfeited to the Court of Wards, as appeareth of record (part of them for the rate of my land while I was under-age, and part of them for the fine of my marriage and suing of my livery, as they appear by 12 several obligations)

Oxford states that his debt to the Court of

Wards consisted of: 1) the rate of his land while he was under-age; 2) the fine for his marriage, and; 3) the fine for suing his livery, and that he had entered into "12 several obligations" or bonds to guarantee payment of it. It is significant that in this memorandum Oxford himself refers to the original £2000 fine levied by the Court of Wards as a fine for his "marriage" whereas in CP 25/105 it is termed a fine for his "wardship." From the variety of ways in which it is described in different documents it would appear that no-one really knew what the original £2000 fine was for, which supports the inference that it was anomalous, and was likely levied against Oxford illegally.

Oxford states in this memorandum that the total amount he has forfeited to the Court of Wards via his bonds is £11,000. As mentioned earlier, this figure is confirmed by notes made by Lord Burghley on Oxford's accompanying letter. Lord Burghley's notes on the top left margin of Oxford's letter indicate that Oxford had entered into 13 bonds to guarantee the thirteen annual payments of the fine for his livery; the total amount forfeited when Oxford did not make these payments was £1666. Similarly, Oxford had entered into ten bonds to guarantee the ten annual payments for the fine for his wardship and marriage, and had forfeited a total of £2700 when he did not make nine of the ten payments on time. Finally, Oxford had entered into one other bond to guarantee payment of his debt for mean rates, and had forfeited £80 for non-payment. It thus appears from Lord Burghley's notes that for each one of the twenty-four payments due on Oxford's original debt to the Court of Wards from 1572 to 1583 there was a corresponding bond which was forfeited immediately if the payment was not made.

According to Lord Burghley's notes, Oxford had also entered into two other bonds,

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one for £4000 "for covenants upon his livery" and another for £3000 "for covenants upon his wardship." Burghley totals all these forfeitures, arriving at the enormous sum of £11,446 13s 4d. He then notes that Oxford's "due debt" to the Court of Wards is still outstanding as well, that is, the original £3306 17s 10d, which Burghley reduces to £3106 18 9d, apparently being under the impression that Oxford had at some time made one of the £200 payments due on the original fine of £2000 for his wardship and marriage. This impression is confirmed by the fact that Lord Burghley lists only nine bonds as having being forfeited with respect to that debt, rather than ten.

Lord Burghley's figures make it clear that by 1583, when Oxford had forfeited the enormous sum of £11,446 13s 4d to the Court of Wards for non-payment of his original debt of £3306 17s 10d, his hopes of ever getting out of debt to the Crown were all but non-existent. The situation then became extremely precarious for those individuals who had purchased lands from Oxford, since the lands they had purchased from him were security for his debt to the Court of Wards and were thus subject to extent at the Queen's pleasure. Oxford's letter of 30 October 1584 (see above) reflects the anxiety felt by the purchasers. The result was a scheme by the purchasers to repay his original debt of £3306 17s 10d to the Court of Wards (but not, of course, the forfeitures amounting to £11,446 13s 4d).

3. The third primary source for our knowledge of Oxford's bonds deals with this plan by the purchasers. It is BL Lansdowne 68/11, f. 26, an undated document which records certain details of the plan set afoot in 1587 whereby the purchasers of Oxford's lands sought to repay his original debt of £3306 17s 10d to the Court of Wards.

The purchasers took this extraordinary step as a result of real or anticipated extents by the Queen against their lands under Oxford's forfeited bonds. *Extent* was a legal process in which a creditor seized lands and took the income from them until the debt was repaid. Shakespeare alludes to it in *As You Like It*:

Duke: Push him out of doors/ And let my
officers of such a nature/ Make an
extent upon his house and lands.
(3.1.17)

The document outlining the plan states that the rates for the purchasers' repayment of Oxford's debt to the Court of Wards were set on 30 April 1587, and that in November 1587 a decree was made setting up a five-year instalment plan for repayment which was to run from 2 February 1588 to 2 February 1592, but which a later document (BL Lansdowne 68/11, f.24) suggests was extended to 2 February 1594. At the bottom of BL Lansdowne 68/11, f. 26 is an itemization of the "principal parts" of the November 1587 decree, the first and second sections of which read as follows:

1. That the whole debt of £3306 18s 9-1/4d should be stalled to pay at th' afore-said feast-days.
2. All the purchasers and farmers of the Earl's lands since the obligations knowledge should contribute to that payment.

The words "the obligations knowledge" refer to Oxford's bonds guaranteeing repayment of his debt to the Court of Wards, and the gist of item #2 is therefore that anyone who had leased land from Oxford ("farmers") or purchased land from him ("purchasers") at any time since 1572 when he first entered into

these bonds was to be required to contribute to the repayment plan. This provision was a departure from the original repayment scheme which had been dreamed up by a few purchasers who were worried that the Queen might extend against the lands they had purchased from Oxford. Ultimately everyone, leaseholders and purchasers alike, was forced to contribute proportionately to the repayment of Oxford's debt.

4. The fourth primary source is BL Lansdowne 77/80, an undated petition from the purchasers of Oxford's lands to Lord Burghley. It begins:

Our humble suit is unto my Lord Treasurer, that whereas we are to pay unto her Majesty for the debt of the right honourable the Earl of Oxenford the sum of three thousand three hundred pounds for the which debt all those lands stand charged which have been bought of the foresaid Earl, most of which lands were leased by the said Earl before they were sold to us

It seems obvious that BL Lansdowne 77/80 must predate BL Lansdowne 68/11, f. 26 because in BL Lansdowne 77/80 the repayment scheme is merely at the "suit" stage. Its importance is that it clarifies why the leaseholders ("farmers") of Oxford's lands were ultimately forced to contribute to the repayment scheme along with the purchasers. It was because Oxford's bonds to the Court of Wards in 1572 guaranteeing his debt covered all the land he had owned in 1572 ("for the which debt all those lands stand charged"), and it was therefore considered fair and equitable that everyone now benefitting from Oxford's former lands, whether as a purchaser or as a leaseholder, should contribute proportionately to the repayment of his debt to the Court of Wards,

even though the repayment scheme had originally been proposed by only a few purchasers.

5. The fifth primary source is BL Lansdowne 68/11, f. 24. This undated document, apparently addressed to Lord Burghley, states that of Oxford's original debt to the Court of Wards of £3306 18s 9-1/4d, only £800 now remained owing at Candlemas [February 2] 1594, "whereof part is paid already."

Then follows a shocking statement:

The said Earl further became bound to her Highness in two several bonds, the one of 3000 for performing of covenants contained in the indenture of his wardship, the other of 4000 for performing of covenants contained in the indenture of his livery, concerning which bonds your Lordship gave warrant 23 July 1590 to extend these manors following, viz. [list follows].

In other words, even though the purchasers and leaseholders were apparently repaying Oxford's original debt to the Court of Wards in an orderly fashion, and by the time of this document had repaid all but £800, the Queen had nonetheless extended against the purchasers' lands by means of Oxford's forfeited bonds.

On the surface the Queen's action in extending against these lands when the repayment of Oxford's debt was apparently proceeding in an orderly fashion seems unfair and capricious, but it is known from other documents that the original repayment scheme of 1587 had collapsed because of the fraud of one of the purchasers, Thomas Skinner, later Lord Mayor London, who deliberately failed to make his payments. It would appear that Skinner's fraud forced the Court of Wards into the position of having to authorize extents against some of the purchasers' lands by means of

Oxford’s forfeited bonds, and that the Queen’s action was therefore perhaps not as heavy-handed as it at first appears.

6. The sixth primary source is PRO C2/Eliz/T6/48, which consists of a petition to Sir Christopher Hatton of 6 November 1590 and an answer by Sir William Waldegrave of 25 November 1590.

The petition was filed in the Court of Chancery by Sir Roger Townshend, Sir John Danvers, Christopher Yelverton, and Miles Sandes on behalf of themselves “as also of divers others purchasers” of Oxford’s lands. The gist of their complaint was that the two co-guarantors of Oxford’s debt to the Court of Wards in 1572, John, Lord Darcy and Sir William Waldegrave, had been given bonds in the amount of £6000 apiece by Oxford at that time as indemnity against any loss they might suffer as co-guarantors of his debt to the Court of Wards. Lord Darcy had died in 1581, and it would appear that both Lord Darcy’s son and heir and Sir William Waldegrave were thinking of assigning these £6000 bonds from Oxford to third parties so that the third parties could collect on them. The purchasers (Townshend et al) were afraid that this would have a domino effect, triggering default on other bonds of Oxford’s, and asked Hatton to prevent Darcy and Waldegrave from assigning their £6000 bonds from Oxford to third parties.

The principal background facts are contained in this section of the petition:

that whereas there was a debt of three thousand three hundred six pounds seventeen shillings and ninepence halfpenny farthing due to her Majesty by the said Earl of Oxenford upon several obligations taken and yet remaining in her Highness’ Court of Wards and Liveries

for and concerning the wardship and livery of the said Earl and for mean rates of his lands within age, that is to say, two thousand pounds for the fine of his wardship and marriage, one thousand two hundred fifty-seven pounds eighteen shillings halfpenny farthing for the fine of his livery, and eight-and-forty pounds nineteen shillings and ninepence for mean rates of his lands, as by the said several obligations remaining in the said Court of Wards at large appeareth, in which said several obligations the right honourable John, Lord Darcy, late of Chiche in the county of Essex, now deceased, and Sir William Waldegrave, knight, became jointly and severally bound with the said Earl unto her Majesty as sureties for the payment of the said debt and duties of the said Earl, by reason whereof, and for the saving harmless of the said Lord Darcy and Sir William Waldegrave, the said Earl became bound unto the said Lord Darcy and Sir William Waldegrave in two several statutes of six thousand pounds apiece to save them, their lands and goods harmless against her Majesty, or to the like effect, as by the defeasances thereof may appear, sithence which time the said Earl hath not paid any of the said debts due to her Majesty, whereby the said several obligations so made and entered into by the said Earl, Lord Darcy, and Sir William Waldegrave to her Majesty as aforesaid became forfeited.

Townshend’s petition is valuable in that it provides confirmation of the total amount of Oxford’s original debt of £3306 17s 9-3/4d to the Court of Wards, and of the three categories of which it was comprised. It also indicates

that the original £2000 fine was considered by Townshend to be for both Oxford's wardship and marriage, which lends further support to the suggestion that no-one was really certain what the fine was for. Townshend also confirms that Oxford's guarantors, John, Lord Darcy and Sir William Waldegrave, had jointly and separately ("jointly and severally") entered into bonds to the Queen as sureties for the payment of Oxford's debt.

Townshend also points out that, naturally enough, having entered into such an onerous guarantee of Oxford's debt to the Court of Wards, both Darcy and Waldegrave had wanted a guarantee of indemnification from Oxford should the Queen take legal remedies against them for Oxford's debt because of the bonds they had entered into on his behalf. Accordingly Oxford gave Darcy and Waldegrave each a bond ("statute") of £6000, probably in the form of a statute staple, which the Oxford English Dictionary defines as a particular type of bond: "statute staple. Law. A bond of record, acknowledged before the mayor of the staple, conveying powers similar to those given by the statute merchant."

Oxford alludes to these two bonds of indemnification of £6000 apiece in his letter of October 30 1584 (see above) when he refers to "the Lord Darcy and Sir William Waldegrave . . . who have two several statutes of great sums for their discharge."

Townshend also states that Oxford's non-payment of any part of his debt to the Court of Wards had caused the joint and several bonds entered into by Oxford, Darcy, and Waldegrave to be forfeited to the Queen, thereby permitting the Queen to take all the legal remedies open to her to collect the debt, including extending against the lands put up as security for the bonds, irrespective of who now leased or owned them. In Oxford's case, he had long

since sold virtually all of the lands in question, and any remedy taken by the Queen would fall upon those who had purchased the lands from him. In Darcy and Waldegrave's case, Waldegrave and Darcy's heir apparently still owned most of the lands which had been put up as security for the bonds to the Court of Wards in 1572, and they were thus in real danger of extents against their lands by the Queen.

The two £6000 statutes which Oxford had given to Darcy and Waldegrave in 1572 for their indemnification were doubtless secured by Oxford's lands, as was the common practice in such cases. This is likely why the petitioners (Townshend et al) were fearful that if Darcy's heir or Waldegrave assigned their bonds from Oxford to third parties, any attempt by these third parties to collect against Oxford would trigger a domino effect because the lands which Oxford had put up as security for his £6000 bonds to Darcy and Waldegrave were the same lands he had put up as security for his debt to the Court of Wards.

Townshend then makes a statement which is somewhat puzzling when juxtaposed with Oxford's letter of October 30, 1584:

Sithence which time divers persons that did purchase lands of the said Earl of Oxenford were much encumbered and molested by process of extents out of her Majesty's said Court of Wards by reason that their lands were liable to the said obligations made to her Highness, whereupon they, the said purchasers that so were encumbered as aforesaid, made humble suit as well to have an instalment of the said Earl's debt, as also that all and singular other persons who have taken by lease or purchased any of the said Earl's lands since the said obligations made to her Highness by the said Earl

might be called into the said Court of Wards to make contribution towards the payment of the said debt and duties due to her Highness, and to have an equal rate and proportion to be imposed and set upon every of them for the payment thereof.

From Townshend's statement one would gather that the Queen had taken the initiative of issuing a number of extents against Oxford's lands now owned by those who had purchased from him, and that as a result of her actions the purchasers had come up with the idea of repaying Oxford's debt to the Court of Wards. This sequence of events seems to be contradicted by Oxford's letter of 30 October 1584 quoted from earlier:

And because I stand indebted unto her Majesty (as your Lordship knoweth), many of the said purchasers do greatly fear some trouble likely to fall upon them by reason of her Majesty's said debt, & especially if the lands of the Lord Darcy and Sir William Waldegrave should be extended for the same, who have two several statutes of great sums for their discharge. Whereupon many of the said purchasers have been suitors unto me to procure the discharging of her Majesty's said debt, and do seem very willing to bear the burden thereof if, by my means, the same might be stalled payable at some convenient days.

Oxford's letter implies that no extents had actually taken place before the purchasers came to Oxford with their plan in October 1584, although the purchasers were fearful that such extents by the Queen might occur. Conversely, Townshend states in his petition that process for extents had already been issued by

the Queen before the purchasers came up with the plan to pay Oxford's debt to the Court of Wards. If Townshend's sequence of events is the correct one, the fact that the Queen had already begun extending against their lands would have given the purchasers a powerful motive for offering to repay Oxford's debt to the Court of Wards.

Townshend then confirms the information cited earlier from BL Lansdowne 68/11, ff. 24 and 26 indicating that the repayment scheme was put in place by a decree in November 1587, and that under it "the greatest part" of Oxford's entire debt to the Court of Wards had been repaid by the purchasers by the date of Townshend's petition of 6 November 1590. In Townshend's words:

Which suit seemed so reasonable to the Master and Council of the said Court of Wards, the said purchasers offering to satisfy the said debt and duties at their own charge, which they (but in respect of their own quiet) needed not to have done, for that they in respect thereof had divers statutes and recognizances of the said Earl of great penalties for their indemnity and saving harmless, that it was ordered and decreed in the nine-and-twentieth year of her Majesty's reign [=1587] that the said debt of three thousand three hundred six pounds seventeen shillings ninepence halfpenny farthing should be stalled to be paid to her Majesty by the purchasers, farmers, and tenants of the said Earl's lands at certain days in the said decree limited and appointed, as by the same decree more at large appeareth, by reason of which said decree, and according to the said instalment, the greatest part of the said sum due to her Majesty as aforesaid hath been

by your said orators and other the said purchasers, farmers and tenants, according to the true meaning of the said decree satisfied and paid, and there remaineth good and sufficient provision for the residue hereafter to be paid to her Majesty according to the said decree.

If everything was going according to plan, as Townshend claims, what was it that precipitated Townshend's petition of 6 November 1590 complaining that Darcy and Waldegrave were planning to assign their £6000 bonds from Oxford to third parties?

One possible explanation is that the process which issued out of the Court of Wards on Lord Burghley's warrant of 23 July 1590 (see BL Lansdowne 68/11, f. 24 quoted earlier) had resulted in the arrest of Waldegrave and the seizure of his goods, as he complains in his answer to Townshend's petition, and that this recent event had prompted Waldegrave to consider taking action on his own £6000 bond in order to seek indemnity from Oxford. It is true that no manor of Waldegrave's is listed in BL Lansdowne 68/11, f. 24 among the manors extended by authority of Lord Burghley's warrant of 23 July 1590, but in his answer to Townshend's petition Waldegrave himself seems unsure whether his lands had been extended, although he is certain that he was arrested by William Clopton, then sheriff of Suffolk, and that his goods were seized. It thus seems possible that there was such shock at Waldegrave's arrest by the Queen for Oxford's debt that any process for extent against his land (if any had actually been issued) was speedily cancelled. This would explain why no extent against Waldegrave is listed in BL Lansdowne 68/11, f. 24. Sir William Waldegrave came from an old and prominent family, and the Queen twice visited his home. That she would have him

arrested for Oxford's debt seems almost unthinkable. That she did so is indisputable, since Waldegrave himself attests to it, but the outrage his arrest provoked may have made his confinement very short-lived, and may have caused the authorities to suspend any planned extents against his lands.

One further point in PRO C2/Eliz/T6/48 is somewhat puzzling. In his answer, Waldegrave says that:

. . . the said right honourable John, Lord Darcy of Chiche in the county of Essex, now deceased, and this now defendant became jointly and severally bound with the said Earl, and as sureties for the said Earl, in divers penal recognizances or bonds unto her Majesty for the true payment of the said debt and duties of the said Earl, which bonds and recognizances did amount in the whole, as this defendant taketh it, to the sum of five thousand pounds or thereabouts

Waldegrave provides the information that he, Darcy, and Oxford had entered into bonds and recognizances to the Queen amounting in total to £5000 "or thereabouts" to guarantee Oxford's debt to the Court of Wards. These bonds were both joint and several; in other words, some were bonds to the Queen made jointly by Oxford, Darcy, and Waldegrave, while others were separate ("several") bonds to the Queen made by Darcy and Waldegrave alone. Unfortunately Waldegrave's answer provides no information as to the amounts of these different bonds, although it does give the total as £5000, an enormous sum.

Another important point made by Waldegrave in his answer is that none of the bonds in the Court of Wards had yet been cancelled by 25 November 1590, despite the fact that the "greatest part" of Oxford's debt had

already been paid by the purchasers. Keeping all the bonds entered into by Oxford, Darcy, and Waldegrave uncanceled and in full force and effect when the greatest part of Oxford’s debt to the Court of Wards had already been paid seems a Draconian procedure on the part of the Queen.

7. The seventh primary source is BL Lansdowne 77/81, in which Roger Harlakenden speaks of an extent by the Court of Wards against Colne Priory because of the forfeiture of Oxford’s bonds to the Court of Wards:

Now as touching the lease of Colne Priory which is now extended out of the honourable Court of Wards towards a bond of my honourable good [Lord] the Earl of Oxenford, forfeited to her Majesty.

Unfortunately, BL Lansdowne 77/81 is undated, so the precise time at which the Court of Wards extended against Harlakenden’s lease of Colne Priory is not known. Nor is Colne Priory included among the manors listed in BL Lansdowne 68/11, f. 24 as having been extended under Lord Burghley’s warrant of 23 July 1590. The reason for this may be that Lord Burghley’s warrant of 23 July 1590 applied only to manors purchased from Oxford, while Harlakenden was merely a leaseholder. This may, in fact, be why Harlakenden puts so much emphasis in this document on the fact that he is a leaseholder and that he did not originally acquire his lease from Oxford, although it was regularized and extended by Oxford on 2 January 1588 (see ERO D/DPr 178), a fact which Harlakenden fails to mention in BL Lansdowne 77/81.

The snapshot of Oxford’s financial difficulties provided by these primary source documents is a revealing one. Not only did his

bonds in the Court of Wards keep Oxford evermore in subjection, like Bertram in *Alls Well*, but one cannot help also being reminded of the desperate frustration of the Husband in the Shakespeare apocryphal play *A Yorkshire Tragedy*, who is faced, like Oxford, with a situation in which the security he has entered into for a huge debt is destroying his inheritance: “That mortgage sits like a snaffle upon mine inheritance and makes me chaw upon iron.” (2.46)

Notes

1 In other documents, the figures for shillings and pence vary slightly, but the figures in pounds for these fines are always given as £2000 for wardship and marriage, £48 for mean rates, and £1257 for livery, totaling £3306.