

SUMMARY: The letters patent below dated 22 January 1553 followed the passage of the private Act of Parliament of 23 January 1552 entitled 'An Act for frustrating assurances to the Duke of Somerset made by the Earl of Oxford' which restored the 16th Earl's lands to him, a situation necessitated by Somerset's extortion against the 16th Earl described in the Act itself (see HL/PO/PB/1/1551/5E6n35). The letters patent below supplemented the provisions of the private Act of Parliament by regrating to the 16th Earl certain bonds, jewels and other personal possessions which had escheated to King Edward VI as a result of Somerset's extortion against the 16th Earl and his subsequent attainder and execution.

The letters patent begin by reciting the various legal documents which Somerset had extorted from the 16th Earl, which included:

1. An indenture of 1 February 1548 by which the 16th Earl conveyed all the lands of the Oxford earldom, with the exception of the lands recently granted to the 15th Earl by King Henry VIII, to Somerset. This indenture contained covenants for a marriage between the 16th Earl's only child at the time, his daughter, Katherine de Vere, and Somerset's youngest son by his second marriage, Henry Seymour (1540-c.1600), including a covenant referred to in the letters patent below by which the revenues from certain manors had been assured by the 16th Earl to Somerset for payment of the 16th Earls debts and legacies for a period of 21 years after the 16th Earl's death;
2. A recognizance dated 26 February 1548 by which the 16th Earl, as a guarantee that he would perform the covenants in the indenture of 1 February 1548, bound himself to pay Somerset £6000 by the following Easter [=1 April 1548] or else incur the penalty for recovery of debts in the statute staple;
3. An indenture of 26 February 1548 containing articles of defeasance which provided that Somerset would release the 16th Earl from the recognizance of £6000 if the 16th Earl performed the covenants in the indenture of 1 February 1548;
4. An unalterable will in the form of an indenture tripartite made by the 16th Earl with his executors and with Somerset on 1 February 1549 which contained, inter alia, a provision that the revenues from the manors set aside in the 16th Earl's will for payment of his debts and legacies would only be used for payment of debts and legacies up to the sum of £1500, with the remainder of the revenues from those manors to go to Katherine and Henry, and a further provision that the 16th Earl would not make a gift or grant during his lifetime of any jewels, hangings or other possessions which he had bequeathed in his unalterable will to his daughter Katherine, and that Somerset would hold the jewels, hangings and other possessions to the use of Katherine and Henry, although the 16th Earl was permitted to possess the jewels during his lifetime, with a further provision that if Katherine were to die before marriage with any of Somerset's sons, Somerset would nonetheless still hold the jewels and other possessions to the use of the 16th Earl;

5. An indenture of 6 February 1549, secured by the 16th Earl's recognizance to Somerset in the amount of £4000, guaranteeing the 16th Earl's performance of the provisions contained in his unalterable will of 1 February 1549.

The letters patent also refer to a bond for £500 dated 5 June 1540 entered into between the 16th Earl, William Harris and Thomas Josselyn, on the one part, and Thomas Neville, Brian Tuke and John Hynde, on the other, to the use of King Henry VIII, the condition of defeasance of the said bond being that it would be void if the 16th Earl were to pay 500 marks [=£333 6s 8d] by 30 November 1543. The relationship, if any, of this bond to the other legal documents mentioned in the letters patent is unclear. However the fact that the 16th Earl had apparently forfeited this bond to King Henry VIII in 1543 may have given Somerset leverage to extort other legal documents from the 16th Earl in 1548 and 1549.

The letters patent of 22 January 1553 were necessary because, as a result of Somerset's attainder and execution, his goods had escheated to the Crown, including the 16th Earl's two recognizances to Somerset for £6000 and £4000 as well as the jewels, hangings, interest in the revenues of certain manors for the term of 21 years, and other possessions which the 16th Earl had granted to Somerset under the indenture of 1 February 1549. While the Act of Parliament of 23 January 1552 had declared the indenture of 1 February 1548 and the recognizance of £6000 void, and had returned to the 16th Earl the lands which Somerset had extorted from him, the Act had not dealt specifically with the indentures of 26 February 1548 and 1 and 6 February 1549. The bonds, goods, chattels and interests of the 16th Earl covered by these legal documents had therefore escheated to the crown on Somerset's attainder and execution, and it was necessary to restore them to the 16th Earl by letters patent.

King Edward VI therefore, in recognition of the 16th Earl's service both in England and abroad, released him from any claims by the crown for the two recognizances of £6000 and £4000, as well as any interest the King might have acquired by escheat in the jewels, hangings and other goods and chattels belonging to the 16th Earl, or in the revenues of the manors set aside for 21 years payment of his debts and legacies. As well, the King released the 16th Earl, William Harris and Thomas Josselyn from any claims by the crown for the bond of £500. Finally, the King granted the indentures and recognizances themselves to the 16th Earl to be cancelled at his pleasure.

A related document not mentioned in the letters patent below is referred to on ff. 392-3 of the Acts of the Privy Council (see Dasent, John Roche, ed., *Acts of the Privy Council*, New Series, Vol. II: A.D. 1547-1550, pp. 221-2). On 13 September 1548, Somerset forced the 16th Earl to enter into a recognizance for 500 marks in order to guarantee that the 16th Earl would not dispose of any of his personal possessions before Christmas of that year without Somerset's express permission. The document appears to represent an interim step taken by Somerset after the 16th Earl's secret marriage to Margery Golding on 1 August 1548, designed to prevent the 16th Earl from bestowing any of his personal possessions on his new wife. On 1 February 1549, Somerset then extorted from the 16th Earl an unalterable will, secured by a recognizance in the sum of £4000, under which the

16th Earl bequeathed all his personal possessions to his daughter, Katherine, to be held by Somerset to her use. It seems likely that the recognizance of 13 September 1548 was cancelled at that time, since its purpose as a temporary measure to prevent the 16th Earl from disposing of any of his personal possessions had been achieved.

L.M.: [] to John, Earl of Oxford

The King to all to whom etc., greeting. Whereas John, Earl of Oxford, under the description of John, Earl of Oxford, on the twenty-sixth day of February in the second year [=26 February 1548] of our reign before Ralph Warren, knight, Mayor of the Staple at Westminster, & Robert Broke, esquire, Recorder of the City of London, by a certain deed of his was bound & firmly made liable to Edward, late Duke of Somerset, under the description of Edward, late [sic] Duke of Somerset, Lord Seymour, Viscount Beauchamp, Earl of Hertford, knight of the most noble Order of the Garter, Earl Marshall of England & High Treasurer of the same, our elder uncle, Governor of our royal Majesty, & Protector of all our realms, dominions and subjects, in six thousand pounds of lawful money of England, to be paid to the same Edward or to his right attorney showing(?) that deed, his heirs or executors, at the feast of Easter then next following, and if he were to fail in payment of the foresaid debt, he willed & granted that then the penalty in the statute staple ordained & provided for the recovery of debts for merchandise purchased in the same would run upon him, his heirs & executors, as by that deed more fully appears;

And whereas also the foresaid late Duke by a certain indenture made on the foresaid twenty-sixth day of February in the second year [=26 February 1548] of our reign between the same late Duke under the description of the high & powerful prince Edward, Duke of Somerset, Earl of Hertford, Viscount Beauchamp, Lord Seymour, knight of the honourable Order of the Garter, Earl Marshall of England & High Treasurer of the same, Lieutenant & Captain-General of all our wars, so by sea as by land, our elder uncle, Governor of our royal person, & Protector of all our realms, dominions & subjects, on the one part, & the foresaid Earl of Oxford under the description of the honourable John, Earl of Oxford, Viscount Bulbeck, Lord Scales & Lord Badlesmere, on the other part, willed and granted for himself & his executors to the forenamed Earl of Oxford & his executors that, where the same John, Earl of Oxford, by and in one recognizance on the statute for the payment of debts lately provided bearing date the day of the foresaid indenture [=26 February 1548] stood & was liable to the forenamed late Duke in the sum of six thousand pounds of lawful money of England, if all & singular the covenants, grants, promises, articles, clauses, sentences & agreements belonging or comprised in one other pair of indentures made between the foresaid late Duke, on the one part, & the foresaid Earl on the other part, bearing date the first day of the month of February in the said second year [=1 February 1548] of our reign which on the part of the said Earl, his heirs, executors or administrators had or were to be observed, performed, fulfilled & kept were and have been at all times from time to time well & faithfully observed, performed, fulfilled & kept in any point, article & thing according to the true intent, purport & effect of the same covenants, grants, articles, clauses, sentences, agreements and of any of the same, that

then the foresaid recognizance of the foresaid sum of six thousand pounds would be void & of no effect; otherwise the same would stand & continue in its full validity, effect & virtue, as by the foresaid indenture bearing date on the foresaid twenty-sixth day of February in the said second year of our reign more fully appears;

And whereas further by a certain Act of the Parliament begun & held at Westminster on the fourth day of November in the first year of our reign [=4 November 1547] & by various prorogations continued until the twenty-third day of January in the fifth year [=23 January 1552] of our reign, at last, namely by the cession of the same Parliament, among very many other things a statute was enacted by us with the assent of the Lords Spiritual & Temporal and of the Commons of the same Parliament assembled, & by the authority of the same Parliament, among other things, that the foresaid indenture bearing date the foresaid first day of February in the said second year [=1 February 1548] of our reign & the foresaid recognizance of the foresaid six thousand pounds, and also any covenant, [], sentence, word & article in the same indenture & recognizance or any of them or in any of them would be of no force or effect in law, but would stand & remain annihilate, frustrate & void to all intents, constructions & purposes as if the said indenture & recognizance & any of them never were had or made, as by the same Act of Parliament among other things more fully is clear & appears;

And whereas besides by another indenture made on the sixth day of February in the third year [=6 February 1549] of our reign in the presence of the foresaid late Duke under the description of the high & powerful prince Edward, Duke of Somerset, Earl of Hertford, Viscount Beauchamp, Lord Seymour, knight of the honourable Order of the Garter, Earl Marshall of England & High Treasurer of the same, Lieutenant & Captain-General of all our wars, so by sea as by land, our elder uncle, Governor of our royal person, & Protector of all our realms, dominions & subjects on the one part, & the foresaid Earl of Oxford under the description of the honourable John de Vere, Earl of Oxford, Viscount Bulbeck, Lord Scales & Lord Badlesmere, on the other part, it is attested that then by the former indentures bearing date the first day of February made in the second year [=February 1, 1548] of our reign between the foresaid late Duke on the one part & the foresaid Earl of Oxford on the other part concerning a marriage to be had & solemnized between the Lord Henry, one of the sons of the said late Duke, and the Lady Katherine, daughter & heir apparent of the said Earl of Oxford, as among other things in the same contained at large more fully appears, by & in which former indenture among other things the said Earl of Oxford covenanted, granted & promised to & with the foresaid late Duke that the same Earl would make or cause to be made to the foresaid late Duke & others in the former indenture named & to their heirs a good, secure, perfect & lawful estate & assurance in the law in fee simple of & in the manors of Tattingstone & Aldham with the appurtenances in the county of Suffolk & of & in divers other manors & lands, tenements, possessions & hereditaments to the use of himself, the Earl, for term of his life without impeachment of waste & after his decease or death to the use of him, the late Duke, & of others named in the foresaid former indenture for the term & space of twenty & one years next following the decease or death of the foresaid Earl, to the intent that he would have & perceive yearly the rents, revenues & profits thereof resulting or arising within the foresaid twenty & one years to the payment & satisfaction of the debts &

legacies of the foresaid Earl or to the payment to so much of the debts and legacies [+by] how much the same yearly profits should have amounted & arisen during the said term of twenty & one years, as by & in the said former indenture among other things will also be able more fully to appear, which estate & assurance of the said manors, lands, tenements & hereditaments had been had, made & covenanted(?) to the said late Duke and to others named in the same indentures according to the covenants, grants, uses & intents thereof belonging in the said former indentures;

And whereas the said Earl of Oxford ordained, constituted & declared on the first day of February in the year of the Lord the one thousand five hundred forty-eighth & in the third year [=1 February 1549] of our reign his last will & testament tripartite indented, so of & concerning the said manors, lands, tenements & other hereditaments & of the rents, revenues & profits of the same as of & concerning all & singular his goods & chattels & other things, which will thus by him declared, ordained & made is subscribed & sealed by the same Earl, & also is subscribed by Thomas Darcy, knight, Lord Darcy of Chiche, our Lord Chamberlain of our Household, under the description of Thomas Darcy, knight, Thomas Golding, Anthony Stapleton & Robert Keilwey, esquires, & Thomas Almot, Thomas Lark, Roger Golding & Robert Scoroth, gentlemen, as witnesses & for the true testimony thereof, as by the same will & testament in writing will be able more fully to appear;

And the foresaid Earl of Oxford, to the intent that the said will & testament thus by himself ordained, made & declared & subscribed as is said above would not hereafter by any other will or testament be altered or changed in any matter, clause, sentence, article, word or thing in the same intended, mentioned, contained or comprised, but that the same were & would be and also then successively would be taken & indicated [+&] reputed to be his true last will & testament, so of & concerning the said manors, lands, tenements & hereditaments intended, belonging, contained or comprised in the said will & of the issues, revenues & profits of the same, and also concerning all & singular his goods & chattels, jewels, bedding, debts, sums of money & other things whatsoever, the said Earl of Oxford covenanted, granted & promised for himself, his heirs, executors & administrators by the same indentures to & with the foresaid late Duke & his executors in manner & form following, namely that the foresaid will & testament tripartite indented thus by the foresaid Earl ordained, made & declared & subscribed as is allowed, was & will be his last will & testament, & thus will be accepted, reputed & adjudged, so of & concerning all & singular the manors, lands, tenements, rents, revenues, profits & hereditaments in the said will & testament contained, belonging, named or comprised as also of all & singular his goods, chattels, jewels, bedding, debts, sums of money & other things whatsoever whereof the same Earl might have ordained, made & declared his last will & testament or whereof he, the same Earl, might have willed or have been able to ordain, declare or make any will or testament, & that the same Earl was not willing nor wished to alter, change or put outside or remove or cause to be altered, changed or put outside any word, clause, matter, article, sentence or thing contained, specified or comprised in the same will or testament tripartite & indented;

And further for the further consideration of the foresaid Lord Henry & Lady Katherine, & to the intent that a marriage by the lady's grace(?) would take effect between them, the foresaid Earl of Oxford covenanted, granted & promised by the foresaid indenture for himself, his heirs and executors, to & with the foresaid late Duke & his executors that the foresaid late Duke and the other persons named in the said former indentures, & all & singular the other person & persons which then had or might have had any estate, possession, seisin or interest of or in the foresaid manors, lands, tenements or hereditaments or of or in any other manors, lands, tenements or hereditaments whereof the rents, revenues or profits by any covenant or clause in the said former indentures were or ought to be paid & distributed or dispersed towards the payment or satisfaction of the debts & legacies of the said Earl, would stand & then successively be possessed & seised thereof to the intent that after the decease of the said Earl they would pay or cause to be paid or would satisfy of the debts & legacies of the said Earl to the value & sum of one thousand & five hundred pounds of our lawful money & not above nor over the said sum, to be paid of the former yearly issues, revenues & profits issuing, coming or arising of the foresaid manors, lands, tenements & hereditaments yearly from year to year consequently & immediately following after his death until the debts & legacies of him, the Earl, not exceeding the said sum of one thousand & five hundred pounds would be fully satisfied, contented or paid, and that the remainder of all & singular the rents, revenues, issues & profits of the said manors, lands, tenements & hereditaments which would happen or arise, be made or levied, at any time or times during the term & time of twenty & one years next following the death of the said Earl of Oxford beyond & in addition to the said sum of one thousand & five hundred pounds would be truly(?) delivered & paid to the said Lady Katherine & to such & the same son of the said late Duke who lawfully took to wife the said Lady Katherine in marriage & matrimony, lawfully & perfectly between themselves consummated, & to the survivor of them, to(?) their(?) further advancement & to their own use & behoof;

& for divers other considerations the foresaid Earl specially moving, the same Earl covenanted, promised & granted for himself, his heirs, executors & administrators, to & with the foresaid late Duke, his heirs, executors & administrators, that he, the same Earl of Oxford, would not make nor allow to be made any [] gift, grant or [] of any jewels, hangings or other things which by & in the foresaid will & testament [] had been bequeathed or devised to the foresaid Lady Katherine & to any such son of the foresaid late Duke [] or took to wife as is said above, or to either of them, for the further assurance thereof and for [] the foresaid jewels, the same Earl by the same indentures gave & granted to the foresaid Lady Katherine all & every the jewels & other things which are bequeathed or devised by the last will & testament of the foresaid Earl to the foresaid Lord Henry & Lady Katherine, or to either of them, or to any other son of the foresaid late Duke who had married & taken to wife the foresaid Lady Katherine, to have & to hold the foresaid jewels & other things to the foresaid late Duke, his executors & assigns, to the use of the foresaid Lady Katherine & such son of himself, the late Duke, who had married & taken to wife the foresaid Lady Katherine as is said above, his heirs & executors, forever;

Nevertheless, it was agreed between the foresaid parties to the foresaid indentures that the foresaid Earl would have the sole occupation & possession of the foresaid jewels during his life for the furniture of the same Earl according to his estate, honour & degree, provided always that if the foresaid Lady Katherine happened to die out of this transitory life before the foresaid Earl of Oxford, her father, and before the marriage had between the foresaid Lady Katherine & the foresaid Lord Henry or any other son of the foresaid late Duke, that then the foresaid late Duke would have & hold all the foresaid hangings, jewels, bedding & other things which were bequeathed, given or devised by the foresaid will & testament to the foresaid Lady Katherine by the foresaid Earl, her father, to the sole use & behoof of the foresaid Earl, his heirs, executors & administrators, forever, anything formerly intended, mentioned or expressed in any manner notwithstanding;

For the true performance & fulfilment of all & singular the foresaid covenants, grants, promises & agreements the foresaid John de Vere, Earl of Oxford, by the foresaid indenture bound himself, his heirs & executors, to the foresaid Edward, late Duke of Somerset, in the sum of four thousand pounds of lawful money of England, as by the same indentures more fully appears;

And whereas further the foresaid Earl of Oxford under the description of John Vere, Earl of Oxford, William Harris, under the description of William Harris of Mundon in the county of Essex, esquire, & Thomas Josselyn under the description of Thomas Josselyn of Roding in the same county, esquire, by their bond bearing date the fifth day of June in the thirty-second year [=5 June 1540] of the reign of Henry the Eighth, late King of England, our most dear father, stood & were bound to Thomas Neville, Brian Tuke, knights, & John Hynde, sergeant-at-law of the said late King, in five hundred pounds sterling to be paid to the same Thomas, Brian & John or to one of them to the use of the said late King on the feast of Saint Andrew the Apostle which was in the year of the Lord the one thousand five hundred forty-third [=30 November 1543], to which certain payment well & faithfully to be made he firmly bound himself, his heirs [+&] executors, & any of them by himself for the whole & jointly by the foresaid deed, as by that deed more fully appears, to which certain term of the obligation the condition was such that if within the obligation John Vere, Earl of Oxford, contented & paid or caused to be contented & paid to the within-named Brian Tuke, knight, Treasurer of the King's Chamber, [+or] to any other person or persons, Treasurer of the King's Chamber for the time being, to the use of the Lord King five hundred marks sterling at the feast of Saint Andrew the Apostle which was in the year of the Lord the one thousand five hundred forty-third, as is in the deed written for the special delivery of the said Earl, that then the said obligation would be void & of no force; otherwise it would stand in its full effect & virtue, as by the condition of the foresaid obligation more fully appears;

And whereas at last the late Duke of Somerset, for divers offences of felony by himself, the late Duke, towards us, our crown & dignity and our kingdom lately done, perpetrated & committed, by due process of our law was duly & lawfully attainted for which, as was merited, he was beheaded, by pretext of which so the foresaid debt of six thousand pounds as the foresaid debt of four thousand pounds and certain goods & chattels in the foresaid indentures belonging and by the same or any of them to the said late Duke given

& granted, and the foresaid term of years [+by] how much to the foresaid Duke it appertained and [+by] how much of the same term it appertained to a certain Michael Stanhope, knight, lately attained of felony, to us fell & belonged & to us ought to fall & belong, to have, demand & claim against the foresaid Earl of Oxford, his heirs & executors;

Be it known that of our special grace, and of our certain knowledge & mere motion, and in consideration of the good, true & praiseworthy service that the same Earl of Oxford has done, so to us as to our foresaid father, so in foreign parts as within our kingdom of England, at the great charges & expenses of himself, the Earl of Oxford, & this in many ways, we have pardoned, relieved & released and by these presents we do pardon, relieve & release to the forenamed John, Earl of Oxford, otherwise called John Vere, Earl of Oxford, otherwise called John Veare, Earl of Oxford, otherwise called John de Vere, Earl of Oxford, otherwise called the honourable John, Earl of Oxford, Viscount Bulbeck, Lord Scales & Lord Badlesmere, or by whatsoever other name or cognomen or addition of name or cognomen the same Earl of Oxford is known, the foresaid debt of six thousand pounds belonging in the foresaid bond bearing date the said twenty-sixth day of February in the said second year [=26 February 1548] of our reign, and the foresaid debt of four thousand pounds belonging in the foresaid indentures bearing date the said sixth day of February in the said third year [=6 February 1549] of our said reign, and all & singular the covenants, grants, articles, promises & agreements in the foresaid indentures or in any of them contained or specified or to be performed, satisfied, done, observed or completed by the foresaid Earl, his heirs, executors or administrators, or by any (s. & pl.) of them;

We have also pardoned, released & relieved and by these presents for the foresaid considerations we do pardon, release & relieve to the forenamed John, Earl of Oxford, William Harris & Thomas Josselyn the foresaid debt of five hundred pounds in the foresaid bond bearing date the said fourth [sic] day of June in the said thirty-second year [=4 June 1540] of the foresaid late King, and the foresaid debt of five hundred marks in the condition of the same bond belonging;

We do also pardon & for the foresaid considerations do relieve & by these presents do release to the foresaid Earl of Oxford all & every actions, detinues, suits, complaints, indictments, fines, penalties, forfeitures, executions, losses, challenges & demands which we, our heirs or successors, have or have had against the said Earl of Oxford, his heirs, executors or administrators, or any of them, or will be able, ought or might have power to claim, challenge, ask, exact, demand, vex, prosecute or have for the foresaid debts & sums of money or for any (m. & f.) of them, or for any part or parcel of them (f. & m.), or for the foresaid covenants, grants, articles, promises & agreements or for any (m. & f.) of them in the foresaid indentures or in any of them specified, on condition that neither we, our heirs or successors, nor any other for us, our heirs or successors, or in our name or by(?) order of our heirs, successors, or executors, might be able or ought to have, claim, ask, challenge, vex, prosecute or demand for any debts, sums of money, or any (pl. & s.) actions, suits, complaints, detinues, challenges, indictments, executions or demands against the said John, Earl of Oxford, his heirs, executors or administrators, or any of them, for the foresaid debts & sums of money or for any (m. & f.) of them, or for any part

or parcel of them, or any of them, or for the foresaid covenants, grants, articles, promises & agreements or for any (m. & f.) of them in the foresaid indentures or any of them specified, but that we, our heirs & successors, be totally excluded by these presents of the same or any of them against the said Earl of Oxford, his heirs, executors & administrators, & any of them, and we will, grant & declare by these presents the said Earl of Oxford, his heirs, executors & administrators, & any of them, entirely and impartially acquitted, discharged & of right to be quit thereof forever;

We do give also, & for the foresaid considerations and of our certain knowledge & mere motion, by these presents we do grant to the forenamed Earl of Oxford all & every the jewels & other things and all goods & chattels which lately have been of the said Earl in the foresaid indenture & will or in any of them belonging which to us in any way ought or had ought to belong or appertain, and the foresaid term of twenty & one years [+by] how much thereof appertains to us, to have to the same Earl & his executors of our special gift without any account [] or any other thing in like manner to be yielded, paid or made to us, our heirs or successors;

We give also & for the foresaid considerations by these presents we do grant to the said Earl of Oxford the foresaid bonds and the foresaid indentures & any of them (m. & f.) at the will of the said Earl to be cancelled & annihilated. [And we do further order?] by the tenor of these presents, so to our Chancery & High Court of Augmentations & Revenues [] & to our Solicitor-General & to all other our councillors, officers, ministers & servants & to any of them that upon(?) view(?) of these our letters patent they deliver or cause to be delivered to the foresaid Earl of Oxford or of his(?) in that regard the foresaid bonds & indentures & any of them without further delay. And that these our letters patent [shall be to them?] & to any of them a sufficient warrant for the delivery of the same & of any of the same, although express mention, etc.

In [+testimony] of which thing etc. Witness the King at Westminster the 22nd day of January. By himself, the King, etc.

[LM: [] Iohanni Comiti Oxonie]

1 Rex Omnibus ad quos &c salutem Cum Iohannes Comes Oxonie per nomen Iohannis Comitis Oxonie vicesimo sexto

2 die ffebruarij Anno regni nostri secundo coram Radulfo Warren Milite Maiore stapule Westmonasterio & Roberto Broke Armigero

3 recordatore Ciuitatis londonie per quoddam scriptum suum tenebatur & firmiter obligabatur Edwardo nuper Duci

4 Somerset per nomen Edwardi nuper Ducis Somerset domini Seymour Vicecomitis Beauchampe Comitis Hereford prenobilis ordinis

5 Garterij Militis Comitis Mariscalli Anglie & summi Thesaurarij eiusdem Avunculi senioris nostri Gubernatoris Regie

6 Maiestatis nostre & Protectoris omnium Regnorum Dominiorum & Subditorum nostrorum in sex mille libris legalis monete Anglie

7 Soluendis eidem Edwardo aut suo recto attornato scriptum illud ostendendo heredibus vel executoribus suis in festo

8 Pasche tunnc [sic?] proximo sequente, Et si defecerit in solutione debiti predicti voluerit & concesserit quod tunc curret super eum

9 heredes & executores suos pena in statuto stapule de debitis pro marcandisis in eadem emptis recuperando ordinata

10 & prouisa prout per scriptum illud plenius apparet Cumque eciam predictus nuper Dux per quandam Indenturam

11 factam predicto vicesimo sexto die ffebruarij Anno regni nostri secundo inter eundem nuper Ducem per nomen alti &

12 potentis Principis Edwardi Ducis Somerset Comitis Hertford Vicecomitis Beauchampe domini Seymor honorabilis

13 ordinis Garterij Militis Comitis Mariscalli Anglie & summus [sic?] Thesaurarij eiusdem locum tenentis & Capitani

14 Generalis omnium Guerrarum nostrarum tam per mare quam per terram senioris Avunculi nostri Gubernatoris persone nostre

15 Regie & Protectoris omnium Regnorum Dominiorum & Subditorum nostrorum ex vna parte & predictum Comitem Oxonie per

16 nomen honorabilis Iohannis Comitis Oxonie Vicecomitis Bulbeke domini Scales & domini Badlesmere ex altera parte

17 voluerit et concesserit pro se & executoribus suis prefato Comiti Oxonie & executoribus suis quod vbi idem Iohannes Comes

18 Oxonie per et in vna Recognicione super statutum pro solucione debitorum nuper prouisum gerente datum die indenture predicte

19 stetisset & obligatus esset prefato nuper Duci in summa sex Millium librarum legalis monete Anglie si omnia & singula

20 conuenciones concessiones promissa articula clause sententie & agreamenta spectanta vel compresa in vno alio

21 pare Indenturarum factarum inter predictum nuper Ducem ex vna parte & predictum Comitem ex altera parte gerentium

22 datum primo die Mensis ffebruarij dicto anno regni nostri secundo que ex parte dicti Comitis heredum executorum vel

23 administratorum suorum fuissent aut essent obseruanda performanda complenda & custodienda essent & forent

24 ad omnia tempora de tempore in tempus bene & fideliter obseruata performata completa & custodita in quolibet

25 puncto articulo & re secundum veram intencionem purportem & effectum eorundem conuencionum concessionum articularum

1 clausorum sentenciarum agreamentorum & eorundem cuiuslibet quod tunc predicta recognicio de predicta summa sex milium librarum vacua

2 esset & nullus effectus alioquin eadem stetisset & continuasset in suo pleno robore effectu & virtute prout per predictam

3 Indenturam gerentem datum predicto vicesimo sexto die ffebruarij dicto Anno regni nostri secundo plenius apparet Cumque vltius per

4 quendam actum parlamenti inchoati & tenti apud Westmonasterium quarto die Nouembris Anno regni nostri primo & per varias

5 prorogaciones continuati vsque ad vicesimum tercium diem Ianuarij Anno regni nostri quinto in vltimo videlicet cessione eiusdem

6 parlamenti inter alia quamplurima statutum inactatum esset per nos cum assensu dominiorum spiritualium & temporalium et communium

7 eiusdem parlamenti assemblatorum & auctoritate eiusdem parlamenti inter alia (blank) quod predicta Indentura gerent? [sic?]

8 datum predicto primo die ffebruarij dicto Anno regni nostri secundo & predicta Recognicio de (blank) predictis sex milibus libris

9 Eteciam quelibet conuencio palmes [sic?] sententia verbum & articulum in eisdem Indentura & recognicione aut earum qualibet

10 siue in earum aliqua essent nullius vigoris aut effectus in lege set starent & remanerent ad nichilata frustrata & vacua

11 ad omnia intenciones construcciones & proposita si cum dicte Indentura & recognicio & earum qualibet nunquam essent habite aut facte

12 prout per eundem actum parlamenti inter alia plenius liquet & apparet Cumque preteria [sic?] per aliam Indenturam factam sexto

13 die ffebruarij Anno regni nostri tercio ante predictum nuper Ducem per nomen alti & potentis principis Edwardi Ducis

14 Somerset Comitis Hertford Vicecomitis Beauchampe domini Seymor honorabilis ordinis Garterij Militis Comitis Mariscalli Anglie

15 & summi Thesaurarij eiusdem locumtenentis & capitani Generalis omnium Guerrarum nostrarum tam per mare quam per terram Senioris

16 Avunculi nostri Gubernatoris persone nostre Regie & Protectoris omnium Regnorum Dominiorum & subditorum nostrorum, ex vna

17 parte & predictum Comitem Oxonie per nomen honorabilis Iohannis de Vere Comitis Oxonie Vicecomitis Bulbeke Domini

18 Scales & Domini Badelesmere ex altera parte testatur quod tum per Priores Indenturas gerentes datum primo die

19 ffebruarij Anno regni nostri secundo factam [sic?] inter predictum nuper Ducem ex vna parte & predictum Comitem Oxonie ex

20 altera parte concernentes maritagium habendum & solempnizandum inter Dominum Henricium vnum filiorum dicti nuper Ducis et Dominam

21 Katerinam filiam & heredem apparentem dicti Comitis Oxonie prout inter alia in eisdem contenta ad largam plus

22 plenius apparet per & in qua Priora Indentura inter alia dictus Comes Oxonie conuenisset concessisset &

23 promisisset ad & cum predicto nuper Duce quod idem Comes faceret aut fieri causaret predicto nuper Duci &

24 alijs in Priori Indentura nominatis & heredibus suis bonum securum perfectum & legitimum statum & assurantiam in lege in feodo

25 simplici de & in Manerijs de Tadingstone & Aldhame cum pertinentijs in Comitatu Suffolcie & de & in diuersis alijs Manerijs &

26 terris tenementis possessionibus & hereditamentis ad vsum ipsius Comitis pro termino vite sue absque impetitione vasti &

27 post eius decessum aut mortem ad vsum ipsius nuper Ducis & aliorum nominatorum in predicta Priori Indentura pro

28 termino & spatio viginti & vnus annorum proxime sequentium decessum siue mortem predicti Comitis ad intencionem quod ipsi

29 haberent & perciperent annuatim redditus reuenciones & proficua inde prouenientia siue crescentia infra predictos viginti &

30 vnum annos ad solucionem & satisfaccionem debitorum & legacionum predicti Comitis aut ad solucionem ad tantum

31 debitorum & legacionum quantum eadem annualia proficua extendissent & crescissent durante dicto termino viginti

32 & vnus annorum prout per & in dicta priori Indentura inter alia poterit eciam plenius apparere que status & assurantia

33 dictorum Maneriorum terrarum tenementorum & hereditamentorum fuissent habiti facti & conuenti(?) dicto nuper Duci et aliis nominatis in eisdem

34 Indenturis secundum conuenciones concessionem vsus & intenciones inde spectantes in dictis prioribus Indenturis Cumque dictus

35 Comes Oxonie ordinasset constituisset & declarasset primo die ffebruarij in Anno domini millimo quingentesimo

36 quadragesimo octauo & in Anno regni nostri tercio vltimam voluntatem & testamentum suam tripartitam indentatam tam de

37 & concernentem dicta Maneria terras tenementa & alia hereditamenta & de redditibus reuencionibus & proficuis earundem quam de &

38 concernentem omnia & singula sua bona & cattalla & alias res que voluntas sic per ipsum declarata ordinata & facta

39 subscripta & sigillata est per eundem Comitem & etiam est subscripta per Thomam Darcy Militem Dominum

40 Darcy de Chytche domini Camerarij Hospitij nostri per nomen Thome Darcy Militis Thomam Golding

41 Antonium Stapleton & Robertum Kelweye Armigeros & Thomam Almot Thomam larke Rogerum Golding & Robertum

42 Scoroth Generosos tanquam testes & pro vero testimonio inde vt per eundem voluntatem & testamentum in scripto

43 poterit plenius apparere Et predictus Comes Oxonie ad intencionem quod dicta voluntas & testamentum sic per ipsum ordinata

44 facta & declarata & subscripta vt predicatur non essent imposterum per aliquam aliam voluntatem siue testamentum

45 alteratur siue mutatur in aliqua materia clausa sententia articulo verbo vel re in eadem intendente [sic?] mencionata

46 contenta siue compresa set quod eadem essent & forent Etetiam tunc deinceps erint capta & indicata reputa fore

47 sua vera vltima voluntatem [sic?] & testamentum tam de & concernente dicta Maneria terras tenementa & hereditamenta intendente [sic?]

48 spectantia contenta seu compresa in dicta voluntate & de exitibus reuencionibus & proficuis eorundem Etetiam concernente

49 omnia & singula bona & cattalla sua iocalia superlectilia debita pecuniarum summas & alias res quascumque

50 dictus Comes Oxonie conuenisset concessisset & promisisset pro se heredibus executoribus & administratoribus suis

51 per easdem Indenturas ad & cum predicto nuper Duce & executoribus suis modo & forma sequente videlicet quod predicta

52 voluntas & testamentum tripartita indentata sic per predictum Comitem ordinata facta & declarata & subscripta vt permittitur

53 fuit & erit eius vltimam voluntatem & testamentum & sic erit acceptum reputatum & adiudicatum tam de & concernente omnia &

54 singula Maneria terras tenementa redditus reuenciones proficua & hereditamenta in dicta voluntate & testamento contenta

55 spectantia nominata vel compresa quam eciam de omnibus & singulis suis bonis cattalis iocalibus superlectilibus debitis

56 summis pecunie & alijs rebus quibuscumque vnde idem Comes ordinauerit fecerit & declarauerit suam vltimam

57 voluntatem & testamentum vel vnde ipse idem Comes voluerit aut potuerit ordinare declarare aut facere

58 aliquam voluntatem siue testamentum & quod idem Comes noluerit nec voluerit alterare mutare aut extra ponere

59 aut tollere aut causare alterari mutarii aut extra poni aliqua verbum clausam materiam articulum sententiam

60 aut rem in eadem voluntate aut testamento tripartita & indentata contenta specificata vel compresa Et vlterius

61 pro vlteriori auisamento predictorum domini Henrici & domine Katerine & ad intencionem quod Maritagium domina gratia caperet effectum

62 inter eos predictus Comes Oxonie conuenisset concessisset & promisisset per predictam Indenturam pro se heredibus &

63 executoribus suis ad & cum predicto nuper Duce & executoribus suis quod predictus nuper Dux & alie persone nominate in dictis

64 prioribus indenturis & omnes & singule alie persona & persones que tunc haberunt aut habuerint aliquem statum

65 possessionem seisinam aut interesse de aut in predictis manerijs terris tenementis aut hereditamentis aut de aut in aliquibus alijs

66 manerijs terris tenementis aut hereditamentis vnde redditus reuenciones aut proficua per aliquem conuencionem aut

67 clausam in dictis prioribus indenturis esset aut debuisset esse soluta & distributa aut dispersita erga solucionem aut

68 satisfaccionem debitorum & legacionum dicti Comitum Starent & tunc deinceps essent possessionati & seisati inde

69 ad intencionem quod ipsi post decessum dicti Comitum soluerent aut solui causarent aut satisfacerent de debitis &

70 legacionibus dicti Comitis ad valenciam & summam mille & quingentarum librarum legalis monete nostre & non vltra nec

71 supra dictam summam soluendum de prioribus annualibus exitibus reuencionibus & proficuis exeuntibus venientibus aut

72 crescentibus de predictis Manerijs terris tenementis & hereditamentis annuatim de anno in annum consequenter & immediate

73 sequente post obitum suum quousque debita & legaciones ipsius Comitis non excedentia dictam summam

74 mille & quingentarum librarum plene essent satisfacta contentata siue soluta Et quod residuum omnium & singulorum

75 reddituum reuencionum exituum & proficuorum dictorum Maneriorum terrarum tenementorum & hereditamentorum que contingerent aut

76 crescerent fieri aut leuari ad aliqua tempus siue tempora durante termino & tempore viginti & vnus

77 annorum proxime sequentium obitum dicti Comitis Oxonie vltra & preter dictam summam Mille & quingentarum librarum essent

78 vere(?) deliberetur & soluturum dicte domine Katherine & ad talem & eundem filium dicti nuper Ducis qui legitime ceperit

79 in vxorem dictam dominam Katherinam in maritagium & matrimonium legittime & perfecte inter ipsos consummatum &

80 superuiuenti eorum [] vlteriore(?) aduancementum & ad eorum proprium vsus & opus & pro diuersis alijs consideracionibus

81 predictum Comitem specialiter mouentibus idem Comes conuenisset promississet & concessisset pro se heredibus executoribus &

82 administratoribus suis ad & cum predicto nuper Duci heredibus executoribus & administratoribus suis quod ipse idem

83 Comes Oxonie non faceret nec fieri permetteret aliquod [] donum concessionem vel []

84 aliquorum iocalium pendenciarum aut aliarum rerum que per & in predicta voluntate & testamento []

85 fuissent legata aut deuisata predicte domine Katerine & tali filio predicti nuper Ducis []

86 aut ceperet in uxorem vt predicatur aut eorum alteri pro vltiori assurantia inde & pro [] iocalibus predictis

88 idem Comes per easdem Indenturas dedisset & concessisset predicte domine Katerine omnia & omnimoda iocalia &

89 alias res que sunt legata aut deuisata per vltimam voluntatem & testamentum predicti Comitis predicto domino

1 Henrico & domine Katherine aut eorum alteri aut alicui alteri filio predicti nuper Ducis que maritauerit & ceperit in uxorem

2 predictam dominam Katerinam habendum & tenendum predicta iocalia & alias res predicto nuper Duci executoribus & assignatis suis ad vsum

3 predicte domine Katerine & talis filij ipsius nuper Ducis qui maritauerit & ceperit in uxorem predictam dominam Katherinam

4 vt predicatur heredibus & executoribus suis imperpetuum Tamen(?) agreatum esset inter predictas partes indenturis predictis quod predictus

5 Comes haberet solum occupationem & possessionem predictorum iocalium durante vita sua pro furnitura eiusdem

6 Comitis secundum statum suum honorem & gradum prouisum fuerit semper quod si predicta domina Katherina contingerit obire

7 extra hanc transsitoriam vitam ante predictum Comitem Oxonie patrem suum & ante maritagium habitum inter predictam

8 dominam Katherinam & predictum dominum Henricum aut aliquem alium filium predicti nuper Ducis quod tunc predictus nuper

9 Dux habuisset & tenuisset omnia predicta pendencia iocalia lectillia & alias res que sunt legata donata aut

10 deuisata per predictam voluntatem & testamentum predicte domine Katerine per predictum Comitem patrem suum ad solum

11 vsum & opus predicti Comitis heredum executorum & administratorum suorum imperpetuum aliqua re prius intendenta [sic?] mencionata aut

12 expressata in aliquo modo non obstante pro vera performacione & complemento omnium & singulorum predictorum conuencionum

13 concessionum promissorum & agreamentorum predictus Iohannes de Vere Comes Oxonie per predictam indenturam obligasset

14 se heredes & executores suos predicto Edwardo nuper Duci Somerset in summa quattuor millium librarum legalis monete Anglie

15 prout per easdem Indenturas plenius apparet Cumque preteria [sic?] predictus Comes Oxonie per nomen Iohannis vere Comitum

16 Oxonie Willelmo Harrys per nomen Willelmi Harrys de Moundon in Comitatu Essex Armigeri & Thomas Iosseleyn per

17 nomen Thome Iostlyn de Roding in eodem Comitatu Armigeri per eorum scriptum obligatorium gerens datum quinto die

18 Iunij Anno regni Henrici octauum nuper Regis Anglie patris nostri precharissimi tricesimo secundo stetissent & essent

19 obligati Thome Nevyll Briano Tuke Militibus & Iohanni Hynde seruienti dicti nuper Regis ad legem in

20 quingentis libris sterlingorum soluendis eisdem Thome Briane & Iohanni aut eorum vni ad vsum dicti nuper Regis

21 in festo sancti Andree Appostoli quod esset in Anno domini millimo quingentesimo quadragesimo trio ad quam quidem

22 solucionem bene & fideliter faciendam obligasset se & eorum quemlibet per se pro toto & insolido heredes executores suos firmiter

23 per predictum scriptum prout per scriptum illud plenius apparet termino quidem obligacionis condicio talis fuit quod

24 si infra obligationem Iohannes vere Comes Oxonie contentauerit & soluerit aut causauerit contentari & solui infranominatis

25 Briano Tuke Militi Thesaurario Camere Regis alicui alie persone aut personis Thesaurario Camere Regis

26 tempore existenti ad vsum domini Regis quingentas marcas sterlingorum ad festum sancti Andree Appostoli quod esset

27 in Anno domini millimo quingentesimo quadragésimo tercio prout inscriptum est pro speciali liberacione dicti Comitis quod tunc

28 dicta obligacio esset vacua & nullius vigoris alioquin stetisset in eius pleno effectu & virtute prout per condicionem

29 predicte obligacionis plenius apparet Cumque postremo nuper Dux Somerset pro diuersis offensis felonie per ipsum nuper

30 Ducem erga nos Coronam & dignitatem nostras ac Regnum nostrum nuper factis perpetratis & commissis per debitum processum legis

31 nostre recte & legitime attinctum fuit pro quibus prout merebatur decollatus fuit pretextu quorum tam predictum debitum sex mille

32 librarum quam predictum debitum quatuor mille librarum ac certa bona & cattalla in Indenturis predictis spectantibus & per easdem

33 siue eorundem aliquem dicto nuper Duci data & concessa ac predictus terminus annorum quantum ad predictum Ducem

34 pertinebat ac quantum eiusdem terminum ad quendam Michaellem Stanhope Militem nuper attinctum de felonia

35 pertinebat ad nos accidebant & spectabant & ad nos accidere & spectare deberent habendum exigendum & petendum versus

36 predictum Comitem Oxonie heredes & executores suos Sciatis quod de gratia nostra speciali ac ex certa scientia & mero motu

37 nostris ac in consideracione boni veri & laudabilis seruicij quod idem Comes Oxonie impendit tam nobis quam predicto patri nostro

38 tam in partibus transmarinis quam infra Regnum nostrum Anglie ad granda onera & expensis [sic?] ipsius Comitis Oxonie & hoc

39 multipliciter perdonauimus remisimus & relaxauimus ac per presentes perdonamus remittimus & relaxamus prefato Iohanni

40 Comiti Oxonie alias dicto Iohanni vere Comiti Oxonie alias dicto Iohanni veare Comiti Oxonie alias dicto Iohanni de Veere Comiti Oxonie alias dicto honorabili Iohanni

41 Comiti Oxonie Vicecomiti Bulbecke domino Scales & domino Badlesmere aut quorumque alio nomine seu cognomine aut addicione

42 nominis seu cognominis idem Comes Oxonie sentiatur predictum debitum sex mille librarum spectans in predicto scripto obligatorio

43 gerente datum dicto vicesimo sexto die ffebruarij dicto Anno regni nostri secundo ac predictum debitum quatuor mille librarum

44 spectans in predictis Indenturis gerentibus datum dicto sexto die ffebruarij dicto Anno tercio dicti regni nostri ac omnia & singula

45 conuenciones concessionis articula promissa & agreamenta in Indenturis predictis aut in eorum aliqua contenta

46 siue specificata aut performanda perimplenda facienda obseruanda aut perfinenda per predictum Comitem heredes executores aut

47 administratores suos aut per eorum aliquem siue aliquos perdonauimus eciam relaxauimus & remisimus ac per

48 presentes pro consideracionibus predictis perdonamus relaxamus & remittimus prefato Iohanni Comiti Oxonie Willelmo Harrys &

49 Thome Josselyn predictum debitum quingentarum librarum in predicto scripto obligatorio gerente datum dicto quarto [sic?] die

50 Iunij dicto Anno tricesimo secundo predicti nuper Regis ac predictum debitum quingentarum marcarum in condicione eiusdem

51 scripti obligatorij spectans perdonamus eciam & pro consideracionibus predictis remittimus & per presentes relaxamus predicto

52 Comiti Oxonie omnes [sic] & omnimodas acciones detenciones sectas querelas inditia fines penalitates forisfacturas execuciones

53 deperdita calumpnia & demanda que nos heredes aut successores nostri versus dictum Comitem Oxonie heredes executores aut

54 administratores suos aut eorum aliquem habemus aut habuimus vel clamare chalumpniare vendicare exigere

55 demandare impetere prosequi aut habere poterimus debemus aut valeamus pro predictis debitis & pecuniarum summis aut pro eorum

56 aliquo siue aliqua aut pro aliqua parte siue parcella earundem siue eorundem alicuius aut pro predictis conuencionibus

57 concessionibus articulis promissis & agreementis aut pro eorum aliquo aut aliqua in Indenturis predictis aut in eorum

58 aliqua specificatis Ita quod nec nos heredes vel successores nostre nec aliquis alius pro nobis heredibus aut successoribus

59 nostis aut nomine vel mandato nostro [sic?] heredum successorum aut executorum nostrorum aliqua debita denariorum summas aut

60 aliquas siue aliqua acciones sectas querelas detenciones calumpnia inditia execuciones siue demandas versus

61 dictum Iohannem Comitem Oxonie heredes executores aut administratores suos aut eorum aliquem habere clamare

62 vindicare chalumpniare impetere prosequi vel demandare possimus aut debemus pro predictis debitis & denariorum summis

63 aut pro eorum aliquo siue aliqua aut pro aliqua parte siue parcella eorundem aut eorundem alicuius aut pro predictis

64 conuencionibus concessionibus articulis promissis & agreementis aut pro eorum aliquo aut aliqua in Indenturis predictis

65 aut in eorum aliqua specificata Sed quod nos heredes & successores nostri de eisdem aut earum qualibet versus dictum Comitem

66 Oxonie heredes executores & administratores suos & eorum quemlibet totaliter simus exclusi per presentes ac dictum Comitem Oxonie

67 heredes executores & administratores suos & eorum quemlibet inde penitus ac integre acquietati exonerati & de recto quieti esse

68 imperpetuum volumus concedimus & declaramus per presentes Damus eciam & pro consideracionibus predictis ac ex certa scientia

69 & mero motu nostris per presentes concedimus prefato Comiti Oxonie omnia & omnimoda iocalia & alias res ac omnia bona

70 & catalla que nuper fuerunt dicti Comitum in Indentura & voluntate predictis siue in eorum aliqua spectantibus que ad

71 nos aliquo modo spectare aut pertinere debeant aut deberent ac predictum terminum viginti & vnus annorum

72 quantum inde ad nos pertinet habendum eidem Comiti & executoribus suis ex dono nostro speciali absque alio compoto

73 [] aut aliqua alia re proinde nobis heredibus aut successoribus nostris reddendum soluendum seu faciendum Damus eciam & pro

74 consideracionibus predictis per presentes concedimus dicto Comiti Oxonie predicta scripta obligatoria ac predictas Indenturas

75 & eorum quodlibet ac earundem quamlibet ad voluntatem dicti Comitis cancellanda & adnichillanda [] eciam(?)

76 tenore presentium tam Cancellario & superius curie nostre Augmentacionum & reuencionum []

77 & solicatori nostris [sic?] Generali & omnibus alijs Consiliarijs officarijs Ministris & seruientibus nostris & eorum cuilibet quod

78 visum(?) harum literarum nostrarum patentium deliberent aut deliberari facerent predicto Comiti Oxonie aut eius in ea parte

79 scripta obligatoria & Indenturas predictas & eorum quodlibet absque vlteriori delacione Et quod hec litere nostre patentes []

80 & eorum cuilibet sufficiens Warrantum pro deliberacione eorundem & eorundem cuiuslibet Eo quod expressa mencio &c In

81 cuius rei &c Teste Rege apud Westmonasterium xxij die Ianuarij per ipsum Regem &c