

SUMMARY: The document below is the indenture dated 15 November 1592 by which William Hampton sold back to Roger Harlakenden (d.1603) the half share in Chalkney Wood which Harlakenden had granted to Hampton by indenture dated 2 December 1591 (see ERO D/DPPr/161), and which Harlakenden himself had originally acquired by indenture tripartite dated 20 July 1591 from Oxford, Oxford's former servant, Israel Amyce, John Drawater (d.1597) and John Holmes (see ERO D/DPPr/260).

The outlawry for debt of Oxford's servant, Israel Amyce, in 1584 had serious consequences for Oxford. In the indenture tripartite of 20 July 1591 and in the indenture of 2 December 1591 it is stated that two bonds of Oxford's to Amyce totalling £7000 were forfeited to the Queen at the time of Amyce's outlawry for debt. The inquisition post mortem taken after Oxford's death states that Oxford had also granted Amyce a 31-year lease of the profits of the office of Lord Great Chamberlain, and that that lease was likewise forfeited to the Queen at the time of Amyce's outlawry for debt (see TNA C 142/286/165). All the assets forfeited by Amyce were granted gratis by the Queen to John Drawater and John Holmes by letters patent under the Great Seal of England on 3 May 1591 (see TNA C 66/1385, mm 9-10). The reason for the Queen's grant of Amyce's forfeited assets to Drawater and Holmes is unclear. What is clear from the indenture tripartite of 20 July 1591 and the indenture of 2 December 1591 is that Drawater and Holmes then extended against Oxford's property of Colne Priory, which included Chalkney Wood, and that as a direct result of the extent Roger Harlakenden obtained the timber in Chalkney Wood for 21 years under the indenture of 20 July 1591 in return for a cash payment to Oxford of £300. Harlakenden then sold a half share of his interest in Chalkney Wood to William Hampton under the indenture of 2 December 1591, and less than a year later, by the indenture dated 15 November 1592 below, William Hampton sold that half share back to Roger Harlakenden.

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

*In the mean season, I shall most heartily pray your Lordship to persevere in your good favour towards me, whereby I may procure redress against this which Amyce hath passed under the Great Seal by the practice of Hampton's fraudulent device, as shall appear (if I may have leisure to manifest the same) every day more and more. The changing of the name of my servant without my privity, and putting in another in trust for himself (as bad, as I understand, as himself), if your Lordship will, may give your Lordship certain knowledge of the deceit.*

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

It is not clear how Amyce benefited from this fraud. However, an inference can be drawn from ERO D/DPPr/161 and the indenture below as to how Thomas Hampton benefited

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

See also ERO D/DPr/179.

The transcript below was made from the copy on the Earls Colne Project Database website at <http://linux02.lib.cam.ac.uk/earlscolne//freehold/51800005.htm>. The ECPD copy does not appear to be entirely accurate. However it provides the details of the indenture, and serves as a useful resource. The author of this website hopes to obtain a copy of the original document in the near future.

To all Christian people to whom this present writing shall come, William Hampton of Little Hadham, Hertfordshire, gentleman, sendeth greeting in out [sic] Lord God everlasting. Know ye that where the right honourable Edward, Earl of Oxford, Israel Amyce of Tilbury, Essex, esquire, John Drawater of London, gentleman, and John Holme [sic] of Tilbury aforesaid, yeoman, by their indenture tripartite bearing date the 20<sup>th</sup> day of July in the twenty-third [sic] year [=20 July 1581] of the reign of the Queen's Majesty that now is did demise, grant and to farm let unto Roger Harlakenden of Earls Colne, esquire, all and every the timber, wood, underwoods, bushes, hedgerows and trees then growing and being in and upon the wood and wood-ground called Chalkney Wood alias Chalkenhey Wood in Earls Colne aforesaid and Much Tey or in either of them, and all and every woods which were then felled and therein then remaining, and all and every the rails, pales, posts and spurs in and about the said wood and wood-ground, also the herbage and pannage of the said wood-ground and soil, to have and to hold the said wood, wood-ground, herbage, pannage and all other appurtenances to Roger Harlakenden, his executors and assigns, from the day of the date of the same indenture unto the end and term of 21 years then next ensuing, as in and by the same indenture more at large appeareth;

And where also the said Roger Harlakenden by his deed indented bearing date the 2<sup>nd</sup> day of December last past before the date hereof for the consideration in the same deed

expressed did bargain, sell, assign and set over unto the said William Hampton the moiety and half part of all and every the timber, woods, underwoods, bushes, hedgerows, trees then growing and being in and upon the said wood and wood-ground called Chalkney Wood alias Chalkenhey Wood, and the moiety and half part of all the woods which were then felled and therein then remaining, and the moiety and half part of all and every the rails, pales, posts and spurs in and about the said wood, and the moiety and half part of the herbage and pannage of the said wood-ground and soil, to have, hold and enjoy the said moiety and half part of the said wood and wood-ground and of the said herbage, pannage and all other the premises and their appurtenances to the said William Hampton, his executors and assigns, for and during all the term then to come unexpired of the said term of 21 years, as in the same deed is more plainly expressed and declared;

Now the said William Hampton for and in consideration of a certain competent sum of money to him in hand paid by the said Roger Harlakenden before the ensealing and delivery hereof, whereof and wherewith the said William Hampton acknowledgeth himself satisfied and contented by these presents, and thereof clearly acquitteth and dischargeth the said Roger, his executors and administrators and every of them, by these presents hath bargained, sold, aliened and set over unto the said Roger Harlakenden all his moiety his [sic?] half part of all and every the said timber, woods, underwoods, bushes, hedgerows, trees, rails, pales, posts, spurs, herbage and pannage, and all and every his lease, interest, estate, term of years [+and?] demand of, in and to the said moiety and half part of the said wood, wood-ground and other the premises by force of the said deed indented thereof to him made, to have, hold and enjoy all the said moiety and half part of the said wood and wood-grounds and all other the premises and appurtenances to the said Roger Harlakenden, his executors, administrators and assigns, for and during all the term now to come unexpired of the said term of 21 years in as large and ample a manner without let of the said William Hampton, his executors, administrators or assigns, as the said William Hampton, his executors, administrators or assigns might, should or ought to do by force of the said deed indented;

And the said William Hampton for his executors and administrators covenanteth and granteth to and with the said Roger Harlakenden, his executors, administrators and assigns, by these presents that the said woods, wood-ground and all other the premises by these presents bargained and sold at the ensealing and delivery hereof are and been and so from henceforth during all the residue yet to come of the said term of 21 years shall be clearly acquitted, discharged or saved harmless by the said William Hampton, his executors [+and?] administrators of and from all and all manner or former bargains, sales, leases, surrenders, and of and from all other charges, titles, troubles and encumbrances whatsoever had, made, committed or done by the said William Hampton before the ensealing and delivery hereof, the covenants, articles and agreements in the said indenture tripartite on the tenants' or lessees' behalf to be performed or done only excepted and foreprised;

In witness whereof the said William Hampton hath hereunto set his hand and seal the 15<sup>th</sup> day of November 1592. William Hampton, in the presence of George Harlakenden, William Gates, Robert Cobbe.