

SUMMARY: This document is a copy made on 12 May 1607 of the indenture of bargain and sale of 20 January 1575 by which Oxford sold his manors of Acton Trussell and Acton Bednall in Staffordshire, Christian Malford in Wiltshire, and Roseworthy, Tregenna, Bejowan, Domellick, Tresithney and Tregorrick in Cornwall to Sir William Cordell, Thomas Bromley, and Edward Hubberd for £6000. Although it is not apparent from the indenture itself, another document, SRO D615/D48(8-24)10, indicates that this was a trust arrangement by which Cordell, Bromley and Hubberd, who was Oxford's receiver-general, were given legal authority to sell these manors to third parties on Oxford's behalf. Since Oxford's lands were pledged as security for his £3300 debt to the Court of Wards, it seems likely that Cordell and Bromley, although nominally Oxford's trustees, were representing the Queen's interests. Two weeks after this indenture was signed Oxford left on his continental tour, and it was through the land sales provided for in this indenture that he planned to secure sufficient funds to finance the journey and to service his debt payments while he was abroad. However Lord Burghley's memo of 10 July 1576 states that proceeds from the sale of Oxford's lands did not come in during the first year of Oxford's travels, and that Lord Burghley himself sent Oxford over £4000 during that time (see CP 157/131). This is confirmed by AR/1/856, an indenture of bargain and sale which establishes that Oxford's manors in Cornwall were not sold by Cordell, Bromley and Hubberd until 20 December 1575. All the manors named in the indenture were eventually sold by the three trustees. Interests in Acton Trussell and Bednall in Staffordshire were purchased by Matthew Moreton, Thomas Fowke (d.1586), William Hankyn and Thomas Hill. Christian Malford in Wiltshire was purchased by Sir John Danvers (1540-1594), whose wife, Elizabeth (nee Neville) was related to Oxford, both being descendants of John de Vere, the 12th Earl of Oxford, while Oxford's manors in Cornwall were purchased by his surveyor for Cornwall and Devonshire, Sir John Arundel (d.1590).

This indenture made the 20th day of January in the 17th year [=January 20, 1575] of the reign of our most gracious Sovereign Lady Elizabeth, by the grace of God Queen of England, France & Ireland, Defender of the Faith, etc.,

Between the right honourable Edward de Vere, Earl of Oxford, Lord Great Chamberlain of England, Viscount Bulbeck, & Lord of Badlesmere & Scales, on thone party, & Sir William Cordell, knight, Master of the Rolls, & Thomas Bromley, esquire, solicitor to the Queen's Highness, & Edward Hubberd, receiver-general to the said Earl, of thother part;

Witnesseth that the said Earl of Oxford for & in consideration of the sum of 6 thousand pounds of good and lawful money of England to him before th' ensealing & delivery of these presents by the said Sir William Cordell, Thomas Bromley & Edward Hubberd well and truly paid, whereof the said Earl knowledgeth himself satisfied & contented, & thereof, & of every part & parcel thereof, doth clearly acquit & discharge the said Sir William Cordell, Thomas Bromley & Edward Hubberd, their executors & administrators and every of them;

By these presents hath given, granted, bargained & sold, & by these presents doth clearly give, grant, bargain & sell all that the manor of Acton Trussell & Acton Bednall set, lying & being in the county of Stafford with all & singular the rights, members & appurtenances thereof and [sic] unto the said Sir William Cordell, Thomas Bromley & Edward Hubberd & their heirs, [+and] all that the manor of Christian Malford set, lying & being in the county of Wiltshire with all & singular the rights, members and appurtenances thereof, & all the manor of Roseworthy, the manor of Tregenna Wollas & Wartha, the manor of Bejowan, the manor of Domellick, the manor of Tresithney & the manor of Tregorrick, set, lying and being in the county of Cornwall with all & singular their rights, members and appurtenances, and all & singular messuages, houses, mills, parks, orchards, gardens, barns, stables, edifices, buildings, lands, tenements, meadows, leasows, pastures, commons, feedings, fishings, woods, underwoods, trees, rents, revenues, services, advowsons, parsonages appropriate, courts leets, liberties, franchises, impositions, commodities and hereditaments whatsoever to the said manors of Acton Trussell and Acton Bednall, Christian Malford, Roseworthy, Tregenna Wollas and Wartha, Bejowan, Domellick, Tresithney & Tregorrick, or to any of them in any wise belonging or appertaining, or being accepted, reputed or taken as part, parcel or member of them or any of them, and all the messuages, lands, tenements and hereditments of the said Earl in the said counties of Stafford, Wiltshire & Cornwall, and the reversion and reversions, remainder & remainders, of all & singular the premises and all rents & other duties whatsoever reserved upon any devise or grant made of the premises or of any part or parcel thereof, and all the right, title, interest and demand of the said Edward, Earl of Oxford, of, in and to the premises and every part & parcel thereof, together with all deeds, writings, evidences, charters and muniments whatsoever of the said Earl of Oxford concerning only the said manors, messuages, lands, tenements and hereditaments and all & singular other the premises before by these presents mentioned to be bargained & sold, or touching or concerning only any part or parcel thereof, all which deeds, writings, evidences, charters & muniments, or so many of them as the said Earl of Oxford or any other to his use or by his delivery now hath & which he may lawfully come by without suit in law, the said Earl of Oxford for him, his heirs, executors and administrators covenanteth & granteth by these presents to and with the said Sir William Cordell, Thomas Bromley & Edward Hubberd, their executors and administrators, to deliver or cause to be delivered whole and uncanceled unto the said Sir William Cordell, Thomas Bromley and Edward Hubberd, their heirs, executors or administrators before the feast of All Saints [=November 1, 1575] next ensuing the date of these presents;

To have and to hold the said manors of Acton Trussell and Acton Bednall, Christian Malford, Roseworthy, Tregenna Wollas & Wartha, Bejowan, Domellick, Tresithney and Tregorrick and all & singular other the premises before by these presents mentioned to be bargained & sold with all and singular their appurtenances to the said Sir William Cordell, Thomas Bromley & Edward Hubberd & their heirs to th' only & proper use and behoofs of the said Sir William Cordell, Thomas Bromley & Edward Hubberd and of their heirs forever;

And the said Edward de Vere, Earl of Oxford, for him, his heirs, executors and administrators covenanteth and granteth to and with the said Sir William Cordell, Thomas Bromley & Edward Hubberd, their heirs, executors & administrators, by these presents that he, the said Earl of Oxford, at the ensealing and delivery hereof is solely and lawfully seised in his demesne as of fee or fee tail general or special without any reversion or remainder, reversions or remainders being in or to our said Sovereign Lady the Queen's Majesty, her heirs or successors, to the only use of him and his heirs of and in the said manors and all & singular the premises with their appurtenances, and hath full power & lawful authority to bargain, sell and assure the same to the said Sir William Cordell, Thomas Bromley & Edward Hubberd & their heirs forever in manner & form aforesaid;

And that the said manor of Acton Trussell & Acton Bednall with th' appurtenances and all other the premises in the said county of Stafford now be & shall or may continue forever of the clear yearly value of £28 9s 5d of good and lawful money of England over & above all manner of charges & reprises;

And that the said manor of Christian Malford with the appurtenances and all other the premises in the said county of Wiltshire now be & shall or may continue forever of the clear yearly value of £40 13s 6-3/4d of good & lawful money of England over & above all charges and reprises;

And that the said manor of Roseworthy with th' appurtenances now is & shall or may continue forever of the clear yearly value of £30 12s 4d of good and lawful money of England over and above all manner of charges and reprises;

And that the said manor of Tregenna Wollas & Wartha with th' appurtenances now is and shall or may continue forever of the clear yearly value of £7 16s 10-1/2d of good and lawful money of England over and above all manner of charges and reprises;

And that the said manor of Bejowan with th' appurtenances now is and shall or may continue forever of the clear yearly value of £11 17s 6-1/2d of good & lawful money of England over and above all manner of charges and reprises;

And that the said manor of Tresithney with th' appurtenances now is and shall or may continue forever of the clear yearly value of £3 18s 7d of good & lawful money of England over & above all manner of charges & reprises;

And that the said manor of Tregorrick with th' appurtenances now is and shall or may continue forever of the clear yearly value of £3 8s 2-3/4d of good and lawful money of England over & above all manner of charges and reprises;

And over and besides the profits of the courts, fines, reliefs, heriots and reliefs [sic?], and all other casual & uncertain profits of every of the said manors;

And that the said Sir William Cordell, Thomas Bromley and Edward Hubberd and their heirs by virtue of these presents shall & may lawfully from henceforth forever have, hold & quietly and peaceably enjoy all the said manors and all & singular other the premises by these presents bargained & sold with all & singular the appurtenances, and all the rents, issues and profits thereof perceive, receive & take to their proper use & behoof according to the purport, true intent and meaning of these presents without lawful let, interruption, eviction or disturbance of the said Earl of Oxford or of any other person or persons whatsoever other than such as shall claim only by reason of any of th' estates, titles or interests hereafter in these presents excepted;

And further that the said manors and all & singular the premises by these presents bargained & sold with their appurtenances at th' ensealing and delivery of these presents be and at all times hereafter shall be and continue to the said Sir Thomas [sic] Cordell, Thomas Bromley & Edward Hubberd, their heirs & assigns clearly acquitted & discharged, or by the said Earl of Oxford, his heirs, executors or administrators, or by some of them, sufficiently saved harmless of and from all former bargains, sales, feoffments, gifts, grants, fines, recoveries, rents, recognizances, statutes merchant & of the Staple, & of & from all other estates, titles, troubles, charges and encumbrances whatsoever had, made, committed, or done by the said Earl of Oxford or by any other person or persons whatsoever (the rents & services from henceforth to be due to the chief lord and lords of the fee or fees hereof, and all good leases for term of years or lives not yet expired, and all grants by copy of court roll according to the custom of any of the said manors, and all fees & annuities to the bailiffs, stewards or woodwards of any of the said manors only excepted & forprised);

And lastly that he, the said Earl of Oxford and his heirs and every person and persons whatsoever that now doth or that hereafter shall or may claim any right, interest, estate, title, use, possession, reversion or remainder of, in or to the premises or any part or parcel thereof by, from or under the said Earl of Oxford or his estate or interest, other than such as claim only such interests and estates as be any before by these presents excepted & forprised, shall and will at all times hereafter and from time to time within the space of seven years next ensuing the date of these presents, upon reasonable request therefore made, and at the cost & charges in the law of the said Edward, Earl of Oxford, & of his heirs, for the further assurance & conveyance of the premises & of every part & parcel hereof to the said Sir William Cordell, Thomas Bromley & Edward Hubberd, their heirs & assigns forever, do make, suffer & knowledge all & every such reasonable act and acts, thing and things, be it by fine, feoffment, recovery with voucher or vouchers over, deed or deeds enrolled or not enrolled, enrolment of these presents, release, confirmation with warranty of the said Earl of Oxford & his heirs against all persons by all these ways or means, part of them or any of them, or by any other lawful ways or means whatsoever as by the counsel learned of the said Sir William Cordell, Thomas Bromley & Edward Hubberd & of their heirs or assigns or of any of them shall be reasonably devised or advised;

And the said Earl and his heirs the said manors & all & singular other the premises with their appurtenances to the said Sir William Cordell, Thomas Bromley & Edward

Hubberd, their heirs & assigns to the uses and intents before expressed against all people will warrant & defend forever by these presents;

In witness whereof etc.

A recognizance of £6000 knowledged before Justice Southcote to perform covenants, and this book also knowledged before him.

Exa{minatus}(?): 12 May 1607.
per me, William []

Endorsed: A copy of the deed of bargain & sale of the manors of Acton & Bednall inter alia made by the Earl of Oxenford to Sir William Cordell at date 20 January 17 Elizabeth.

