

SUMMARY: The document below is the indenture dated 2 December 1591 by which Roger Harlakenden (d.1603) granted to William Hampton a half share in the interest which Harlakenden had acquired in Chalkney Wood by indenture tripartite dated 20 July 1591 from Oxford, Israel Amyce, John Drawater (d.1597) and John Holmes.

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 below 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 below 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 below, and less than a year later, by indenture dated 15 November 1592 (see ERO D/DPr/262), 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/DPr/262 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's 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 of Chalkney Wood, parcel of Colne Priory, for 21 years in return for a cash payment to Oxford of £300. By the indenture below, Harlakenden granted William Hampton of Little Hadham a half share in his interest in Chalkney Wood. Less than a year later, by indenture dated 15 November 1592 (see D/DPr/262), 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/51500005.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.

This indenture made the 2<sup>nd</sup> day of December in the thirty-fourth year [=2 December 1591] of the reign of our Sovereign Lady Elizabeth by the grace of God Queen of England, France and Ireland, Defender of the Faith etc., between Roger Harlakenden of Earls Colne in the county of Essex, esquire, of the one part, and William Hampton of Little Hadham in the county of Hertford of the other part;

Witnesseth that where the right honourable Edward, Earl of Oxford, by one recognizance taken and acknowledged in the Queen's Majesty's Court of Common Pleas at Westminster bearing date the 17<sup>th</sup> day of November in the twenty-sixth year [=17 November 1583] of the Queen's Majesty that now is became bounden to Israel Amyce of Tilbury in the county of Essex, esquire, in the sum of three thousand pounds of lawful money of England, as by the enrolment of the said recognizances [sic] in the said court more at large it doth appear;

And where also the said Earl by recognizance of the nature of a statute staple made according to the statute lately provided for recovery of debts bearing date the 7<sup>th</sup> day of March in the twenty-sixth year [=7 March 1584] of the Queen's Majesty that now is became bounden to the said Israel Amyce in the sum of £4000 of lawful money of England;

And where the said Israel Amyce was outlawed by the suit of several persons in [sic?] several occasions, by reason of which said outlawry the said Israel Amyce did forfeit to

her Majesty amongst others his goods and chattels the said several recognizances and sums of money therein contained;

And where the Queen's Majesty that now is by her Highness' letters patent under the Great Seal of England bearing date the 3<sup>rd</sup> day of May in the thirty-third year [=3 May 1591] of the Queen's Majesty that now is did give and grant to John Drawater of London, gentleman, and John Holmes of Tilbury aforesaid, yeoman, all and every such goods, chattels, writings, specialties, debts, sums of money, penalties, accounts, demands, profits, commodities and advantages whatsoever as have been forfeited unto her Majesty or whereunto her Majesty hath been or was entitled by reason or occasion of any such outlawry or outlawries had or procured against the said Israel Amyce by what name or names soever since the 20<sup>th</sup> day of April in the said twenty-sixth year [=20 April 1584] of her reign to the sole and proper use and behoof of the said John Drawater and John Holmes, their executors, administrators and assigns freely, absolutely and entirely without any manner of account, reckoning or recompense to be rendered, yielded or made unto her Majesty, her heirs or successors, of and for the same, as in and by the said letters patent more plainly may appear;

And where the said John Drawater and John Holmes have caused to be extended by force of the said recognizances amongst other lands and tenements the manor of Colne Priory in the said county of Essex, of which manor a certain wood or wood-ground called Chalkney Wood alias Chalkenhey Wood in Earls Colne and Much Tey or in either of them in the said county of Essex is parcel;

And where the said Earl of Oxford, Israel Amyce, John Drawater and John Holmes by their indenture tripartite bearing date the 20<sup>th</sup> day of July in the thirty-third year [=20 July 1591] of the reign of her Majesty that now is made between the Earl of Oxford of the first part, the said Israel Amyce, John Drawater and John Holmes of the second party, and the said Roger Harlakenden of the third part, for the consideration therein expressed have given and granted unto the said Roger Harlakenden as well all and every the timber, woods, underwoods, bushes, hedgerows, trees then growing and being, and which during the term of one and twenty years hereunder mentioned should be standing, growing or being in and upon the said wood or wood-grounds called Chalkney Wood alias Chalkenhey Wood, as also all and every the wood then already felled within the said wood-ground and therein then remaining, and all and every the rails, pales, posts and spurs in and about the said wood, and free liberty, power and authority to and for the said Roger Harlakenden, his executors, administrators and assigns to hew, fell, cut down and carry away the said timber, wood, trees, underwoods, bushes, hedgerows, pales, posts, rails and spurs at all times and from time to time during the term of twenty one years hereunder written by all ways thereunto used or accustomed;

And where also the said Earl, Israel Amyce, John Drawater and John Holmes for the said consideration have in and by the same indenture also devised, granted and to farm letten unto the said Roger Harlakenden the said wood-ground and the soil of the same wood and the herbage and pannage thereof, to have, hold and enjoy the said wood-ground, herbage, pannage and other the premises with the appurtenances to the said Roger Harlakenden,

his executors, administrators and assigns, from the feast of St. James the Apostle next ensuing the date of the said indenture unto the end and term of one and twenty years from then next ensuing and fully to be complete and ended, yielding and paying therefore yearly during the said term unto the said Earl, his heirs and assigns, a peppercorn only at the feast of the Birth of Our Lord if it be demanded and no more, as in and by the said indenture tripartite more at large among other things it doth and may appear;

Now the said Roger Harlakenden, both for and in consideration of the sum of £165 of lawful money of England to him in hand before the ensealing hereof by the said above-named William Hampton well and truly paid, whereof and wherewith the said Roger Harlakenden acknowledgeth himself fully satisfied and paid, and thereof and of every part thereof clearly acquitteth and dischargeth the said William Hampton, his executors and administrators and every of them, by these presents hath given, granted, bargained, sold, aliened, assigned and set over, and by these [+presents] doth give, grant, bargain, sell, alien, assign and set over unto the said William Hampton as well the moiety and half part of all and every the said timber, woods, underwoods, bushes, hedgerows and trees now growing and being and which during the said term of one and twenty years shall be standing, growing and being in and upon the said wood or wood-ground called Chalkney Wood alias Chalkenhey Wood, as also the moiety and half part of all and every the woods which were felled at or sithence the ensealing of the said indenture within the said wood-ground and therein now remaining, and the moiety and half part of all and every the said rails, pales, posts, spurs in and about the said wood, and free liberty, power and lawful authority to and for the said William Hampton, his executors, administrators and assigns to hew, fell, cut down and carry away the moiety and half part of the said timbers, woods, trees, underwoods, bushes, hedgerows, pales, posts, rails, spurs at all times and from time to time during the said term of one and twenty years by all ways thereunto used or accustomed;

And the said Roger Harlakenden for the said consideration hath bargained, sold, aliened, assigned and set over, and by these presents doth bargain, sell, alien, assign and set over unto the said William Hampton the moiety and half part of the said wood-ground and of the soil of the same wood and of the herbage and pannage thereof, 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-ground and of and in the moiety or half part of the soil, herbage and pannage thereof by force of the said indenture or otherwise by any other ways or means whatsoever, to have, hold and enjoy the said moiety and half part of the said wood-ground and of the said herbage, pannage and of other the premises with the appurtenances to the said William Hampton, his executors, administrators and assigns for and during all the term now to come unexpired of the said term of one and twenty years in as large and ample manner and form as the said Roger Harlakenden, his executors, administrators or assigns may, might, should or ought to do by virtue, force or means of the said recited indenture or otherwise;

And the said Roger Harlakenden for himself, his executors, administrators and assigns and for every of them, doth covenant, promise and grant to and with the said William Hampton, his executors and administrators, in form following, that is to say, that he, the

said Roger Harlakenden, his executors, administrators and assigns and every of them shall and will from time to time and at all times hereafter during the said term of one and twenty years save or keep harmless the said William Hampton, his executors, administrators and assigns and the said moiety of the said wood, timber, trees, underwoods, pales, rails, and of the said wood-ground, herbage, pannage and of all and every other the premises with the appurtenances and every part and parcel thereof of and from all and every former bargains, sales, gifts, grants, leases and all other charges, troubles and encumbrances whatsoever by the said Roger Harlakenden had, made, committed or done before the ensealing and delivery of these presents except a sale to Clement Stonard for one felling of the woods, underwoods and trees standing, growing and being in and upon 20 acres, parcel of the said wood-ground with liberty during two years from the date hereof to fell and carry away the wood growing upon the said 20 acres, and also except seven and thirty hundred of hop-poles, parcel of the wood, at the ensealing and delivery of the said indenture then already remaining felled within the said wood-ground, bargained and sold by the said Roger Harlakenden to one Matthew Everode for the sum of £18 10s;

And the said Roger Harlakenden also covenanteth [+and?] granteth by these presents for himself, his heirs, executors and administrators, to and with the said William Hampton, his executors and assigns, that he, the said Roger Harlakenden, his executors and administrators, shall and will do his and their best endeavour to levy, obtain and recover of the aforesaid Mathew Everode the said sum of £18 10s and every part thereof, and that upon the levying, receipt and recovery of the said sum of £18 10s or of any part thereof the said Roger Harlakenden, his executors or administrators, shall and will at the reasonable request after such recovery or receipt pay or cause to be paid to the said William Hampton, his executors or assigns, the moiety of such sum and sums of money as so shall be recovered or had without fraud or covin;

And also the said Roger Harlakenden for himself, his heirs, executors and administrators and for every of them doth further covenant, promise and grant to and with the said William Hampton, his executors and assigns, that he, the said William Hampton, his executors and assigns, shall or may peaceably and quietly fell, cut down, carry away, take, have, hold, occupy, possess and enjoy to his and their own use the moiety and half part of all and every the said timber, trees, woods, underwoods, herbage, pannage, rails, posts and other the premises without any manner let, trouble or interruption of the said Roger Harlakenden, his executors, administrators or assigns, or of any person or persons by their or any of their means, consent or procurement, except before excepted;

And also the said Roger Harlakenden doth covenant, promise and grant for himself, his heirs, executors and administrators, to and with the said William Hampton, his executors and assigns, that for the maintenance and defence of the right, interest and title hereby granted to the said William Hampton, he, the said Roger Harlakenden, his executors and administrators, shall and will at all and every time and times hereafter bring, show and leave in such court and courts of record as the said William Hampton, his executors or administrators shall require the said indenture tripartite, and that the said Roger Harlakenden, his executors [+and?] administrators shall at all times hereafter upon the



request of the said William Hampton, his executors and assigns, and at the equal costs and charges of the said Roger Harlakenden and William Hampton, their executors and assigns, sue and implead the said Earl, Israel Amyce, John Drawater and John Holmes and every of them, their heirs, executors, administrators and assigns or any of them from time to time upon breach or not performance of any the covenants, grants or articles mentioned or specified in the said indenture tripartite on the part of the said Earl, Israel Amyce, John Drawater and John Holmes or any of them, their or any of their assigns, executors or administrators to be performed, and to his and their best power endeavour to gain judgment and execution in every and any such suit and suits, and shall also satisfy and pay to the said William Hampton, his executors or assigns, the moiety and half part of such money, benefit and commodity as shall be had or gotten by force of any such suit, plea, judgment or execution, and that he, the said Roger Harlakenden, his executors nor administrators, shall not in any wise release, acquit, discharge nor compound for the said covenant, grants and articles or any of them without the consent of the said William Hampton, his executors or administrators;

And the said William Hampton covenanteth and granteth by these presents for himself, his executors, administrators and assigns and for every of them to and with the said Roger Harlakenden, his heirs, executors and administrators, that he, the said William Hampton, his executors and administrators, shall and will bear and pay the moiety and half part of all and every the fencing which is to be had, made or done on the part of the said Roger Harlakenden, his executors and administrators, by force of the said indenture tripartite, and the moiety of all charges and expenses which shall necessarily be paid, borne or disbursed by reason or occasion commenced or to be commenced for and touching the said seven and thirty hundred of hop-poles or the recovery of the sum of £18 10s or any part thereof;

And it is also agreed between the said parties, and the said Roger Harlakenden doth covenant, promise and grant for himself, his heirs, executors and administrators and for every of them, to and with the said William Hampton, his executors and assigns, that he, the said Roger Harlakenden, his executors and administrators, shall and will at the request of the said William Hampton, his executors and assigns, join with the said William Hampton, his executors and assigns, in the procuring of such further grants and assurance of the premises from the Queen's Majesty or any other or others as by the said William Hampton, his executor [sic] or assign [sic] or his or their counsel learned shall be reasonably devised and required, and shall bear and pay the one moiety the charge of such assurance so to be had and procured, and that he, the said Roger Harlakenden, his executors or administrators, shall not without the consent of the said William Hampton, his executors or assigns, purchase from the Queen's Majesty or any other person or persons any other or further estate or interest of or in the premises or any part thereof to the premises of the estate or interest hereby granted, and in like manner the said William Hampton covenants, promise [sic], and grants for himself, his executors, and administrators, and for every of them, to and with the said Roger Harlakenden, his executors and administrators, that he, the said William Hampton, his executors and administrators, shall and will at the request of the said Roger Harlakenden, his executors and assigns, join with the said Roger Harlakenden, his executors and assigns, in the

---

procuring of such further grant and assurance of the premises from the Queen's Majesty or any other as by the said Roger Harlakenden, his executors or assigns, or his or their counsel learned shall be reasonably devised or required, and shall bear and pay the one moiety of the charge of such assurance so to be had and procured, and that he, the said William Hampton, his executors or administrators, shall not without the consent of the said Roger Harlakenden, his executors or assigns, purchase from the Queen's Majesty or any other person or persons any other or further estate or interest of or in the premises or any part thereof to the prejudice of the estate or interest hereby granted;

In witness whereof the said parties to these present indentures interchangeably have set their hands and seals given the day and year first above written. By me, Roger Harlakenden. Sealed and delivered in the presence of us, William Dodd, Lawrence Wilson, Thomas Harrison, Michael Abrams.