

SUMMARY: In this letter written on 5 August 1590, Oxford requests Lord Burghley's authorization to dispose of a lease of the manor of Aveley in order to redeem other leases of Castle Hedingham which are of more value. In a postscript, Oxford itemizes the problems he has experienced with the lease of Aveley, including a lawsuit brought by John Payne for possession of the lease. For the background to the lawsuit see Oxford's bill of complaint filed in the Court of Star Chamber (TNA STAC 5/03/35 and 5/08/52), in which bill of complaint Oxford describes the history of this lease, which was to commence on 29 September 1581 and run for 31 years, including the date of his own purchase of it from Robert Harris on 6 June 1581, and his entry into possession on 30 September 1585:

And he so thereof being possessed, the said Robert Harris afterwards, that is to say the sixth day of June in the three and twentieth year of your Highness' reign [=6 June 1581] by his indenture of assignment sealed with his seal bearing date the same day and year last above mentioned did bargain and sell to your said subject and his assigns forever all his interest and term of years of and in the foresaid manor with the appurtenances, by force whereof your said subject was of the said interest of the said term of one and thirty years of and in the said manor lawfully possessed.

And afterwards, that is to say in or about the thirtieth day of September in the said year of Our Lord God 1585, your said subject entered into the said manor with the appurtenances and was thereof lawfully possessed.

My very good Lord, where I mortgaged my lease of Aveley to Mr Herdson, and not as yet redeemed, and now, as well for the supply of my present wants as also to have some three hundred pounds of ready money to redeem certain leases at Hedingham which were gotten from me very unreasonably for divers years yet enduring, and are of as good clear yearly value as my said lease of Aveley is, I therefore most earnestly desire your Lordship to signify your liking to me in writing to dispose of the said lease at my pleasure; otherwise, there is not any will deal with me for the same nor for any part thereof, wherein I shall be greatly beholding to your Lordship, as I am in all the rest of my whole estate. The 5th of August.

Your Lordship's to command,
Edward Oxenford

The lease dependeth upon divers casualties, which lease I hold chiefly by your Lordship's favour, and the casualties & defects are as follow.

First, the lease is made by the name of the Master and Chaplains called the Hospital of the Savoy, where the corporation is the Master & the Chaplains of the Hospital of the Savoy, & not called the Savoy, & therefore the lease supposed void.

Secondly, Mr Payne's claim, and pretending interest to the said lease, doth cost me one hundred pound by the year to defend.

Thirdly, any creditor of mine to whom I am indebted may, by writ of elegit, or fieri facias or levary facias, extend and sell the said lease for a trifle, and utterly defeat me thereof. And I intend for £300 in money to redeem leases of mine own land of a greater yearly value.

Addressed: To the right honourable and his very good Lord, the Lord Treasurer of England, give these.

Endorsed: The Earl of Oxenford to my Lord. That his Lordship would signify his liking in writing to dispose of his lease of Aveley without which none would deal with him for it.