

SUMMARY: The document below is a recognizance in the amount of £1000 acknowledged by Oxford to John Byrd on 12 April 1580 in connection with the sale to Byrd by indentures dated 8 April 1580 of Oxford's manor of Battles Hall. For the fine in the Court of Common Pleas dated 18 April 1580 by which Oxford transferred clear title to the manor of Battles Hall in Essex to John Byrd for 400 marks, and for a discussion of Oxford's lease of Battles Hall to the composer, William Byrd (1539x43–1623), mentioned in the document below, see TNA CP 25/2/131/1677/22ELIZIEASTER, Item 9.

See also:

'Stapleford Abbots: Manors', A History of the County of Essex: Volume 4: Ongar Hundred (1956), pp. 223-228. URL: <http://www.british-history.ac.uk/report.aspx?compid=15673>.

*The manor then passed to the 15th Earl of Oxford and on his death to the 16th earl, who in 1548 was forced to convey a large part of his estates, apparently including the manor of Batayles, to the Protector Somerset. These estates were declared forfeit to the Crown in 1552 after Somerset's execution. By an Act then passed, the manor of Batayles was settled on Aubrey de Vere, brother of the 16th Earl of Oxford (d. 1562). By 1574 the reversion of the manor had been acquired by Edward de Vere, the 17th earl, for in that year he granted a lease of the manor for 31 years to William Byrd, the composer, to take effect after the death of Aubrey de Vere. Soon afterwards William Lewyn, apparently acting on behalf of his brother-in-law Anthony Luther, negotiated with Byrd for the purchase of the lease. Byrd agreed orally to the transaction but later, considering that the oral agreement was not binding, transferred the lease to his own brother John Byrd. After Aubrey de Vere's death in 1579-80 Anthony Luther claimed that the lease had been lawfully conveyed to him by 'parol' from William Byrd in about 1574. Luther obtained the verdict of a Queen's Bench jury in his favour but Byrd was not satisfied, alleging that the jury was packed. In 1580 the parties agreed that the case should be referred to arbitration. In December 1580 the arbitrators declared that the agreement of about 1574 was lawful but that in their view Luther should surrender his claim on the ground that Byrd, having guaranteed the lease to his brother John, faced financial ruin if he could not fulfil his pledge. Meanwhile in April 1580 the Earl of Oxford had sold the manor to John Byrd for £620 so that before the arbitration award was announced, John Byrd had become owner of the estate which then comprised 50 acres of arable, 40 acres of meadow, 100 acres of pasture, 160 acres of wood, 300 acres of heathland, and £10 in annual rents. It is not clear whether the dispute about the lease continued after 1580 but in 1583 John Byrd sold the manor to Philip Smith, haberdasher, of Henley-on-Thames (Oxon.).*

LM: Recognizance between the Earl of Oxford and Byrd

Edward de Vere, Earl of Oxenford, Great Chamberlain of England, Viscount Bulbeck [+& Lord of] Badlesmere & Scales, having appeared personally before the Lady Queen in her Chancery, acknowledged himself to owe to John Byrd of London, gentleman, one thousand pounds of good & lawful money of England, to be paid to the same John, his executors or assigns;

And if he shall not have done [+so], he wishes & grants by these presents that the said thousand pounds be levied of the lands, tenements, goods & chattels of the same Earl wheresoever they may be found within this kingdom of England;

Witness the said Lady Queen at Westminster on the twelfth day of April in the twenty-second year of the reign of the said Lady Elizabeth by the grace of God of England, France & Ireland Queen, Defender of the Faith etc.

The condition of this recognizance is such that whereas the said Earl hath by his deed indented bearing date the eighth day of April in the two and twentieth year [=8 April 1580] of the reign of our said Sovereign Lady for the considerations therein expressed bargained and sold unto the above-named John Byrd and his heirs all that the manor, lordship and farm of Battles Hall alias Battishall set, lying and being in the parish of Stapleford Abbots or elsewhere in the said county of Essex, and all lands, tenements, profits, commodities and hereditaments to the said manor or farm in any wise belonging or appertaining, as by the same more at large may and doth appear;

If the said manor, lordship or farm and other the aforesaid premises now been and at all times hereafter shall be and continue clearly acquitted and discharged, or otherwise the same John Byrd, his heirs and assigns, within six months next after request thereof to be made sufficiently saved and kept harmless of and from all manner of bargains, sales, leases, jointures, titles, dowers, estates, charges, judgments, executions, recognizances, wood sales and encumbrances whatsoever had, made, committed or done by the said Earl or by the right honourable John de Vere, late Earl of Oxenford, father unto the said Earl, one lease by indenture made by the said now Earl unto William Byrd, one of the gentlemen of our said Sovereign Lady the Queen's Majesty's Chapel for the term of certain years yet enduring, and the covenants and grants mentioned in the same indenture, and all estates by copy of court roll made by the same now Earl and by the said John, late Earl of Oxenford, or by either of them of any part of the aforesaid premises, the accustomed rents and services from henceforth to be due and payable unto the chief lord and lords of the fee or fees thereof only excepted;

And also if the said Earl and his heirs shall and will at all times hereafter during the space of three years next ensuing within six days after reasonable request and at the proper costs and charges in the law of the said John Byrd, his heirs and assigns, do, make and knowledge and suffer to be done, made and knowledged, all and every such further act and acts, thing and things, devise and devises in the law for the further conveyance and assurance of the aforesaid premises to the said John Byrd, his heirs and assigns, as by the

same John Byrd, his heirs and assigns, or by his or their learned counsel in the law shall be reasonably devised, so as the said further assurance do not comprise any further warranty than against the said Earl and the said John, late Earl of Oxenford, and their heirs, and so as the said Earl nor his heirs be not bound thereby for the making or doing any act or thing touching or concerning the said further assurance to travel from the place where he or they at the time of the said request shall be, then this present recognizance to be utterly void and of none effect, or else to stand and abide in full force, effect and virtue.

LM: Recognitio inter Oxonie Comitem et Byrde

1 Edwardus de Veer Comes Oxonford magnus Camerarius Anglie Vicecomes Bulbecke Badlesmere & Scales

2 coram domina Regina in Cancellaria sua personaliter constitutus recognouit se debere Iohanni Byrd de London

3 Generoso Mille libras bone & legalis monete Anglie Soluendas eidem Iohanni executoribus vel assignatis suis Et

4 nisi fecerit vult & concedit per presentes quod dicte Mille libre leuentur de terris tenementis bonis & catallis ipsius Comitis

5 vbicumque inuentis fuerint infra hoc Regnum Anglie Teste dicta domina Regina apud Westmonasterium duodecimo die

6 Aprilis Anno regni dicte domine Elizabethhe dei gracia Anglie ffrancie & hibernie Regine fidei defensoris &c vicesimo secundo