

SUMMARY: The document below is the indenture dated 16 June 1592 by which John Drawater (d.1597) and John Holmes, with the consent of Israel Amyce, conveyed their interest in a 100-year lease of Oxford's former properties of Colne Priory and the manor and park of Earls Colne to Roger Harlakenden (d.1603) for £200. Roger Harlakenden had purchased the manor and park of Earls Colne from Oxford in 1584, and had purchased Colne Priory from Oxford in the name of his son, Richard Harlakenden, earlier in 1592. The indenture recites the terms of the letters patents by which the Queen had granted this 100-year lease of Colne Priory and the manor and park of Earls Colne to John Drawater and John Holmes only a week earlier on 8 June 1592.

John Drawater was involved in Roger Harlakenden's fraud against Oxford in the sale of Colne Priory. For the judgment of the Court of Chancery on 10 February 1599 stating that 'Felton and Drawater', two of Oxford's servants, 'confederated' with Roger Harlakenden in the sale of Colne Priory in order to 'persuade Oxford that the lands were no more worth than Harlakenden offered', see TNA C 78/104, mm 27-8. For the interrogatories in that case in which it was suggested that Harlakenden conveyed the manor of Inglethorpe to Drawater as compensation for Drawater's participation in the fraudulent sale of Colne Priory, see TNA C 24/239/46 and TNA C 24/275/77. The manor of Inglethorpe had formed part of King Henry VIII's grant of Colne Priory to John de Vere (1482-1540), 15th Earl of Oxford. For the grant, dated 22 July 1536, see TNA C 66/668, mm 26-7.

For Drawater's earlier involvement in 1591 with legal matters involving Oxford's grant to Israel Amyce of the profits of Oxford's office of Lord Great Chamberlain, see the inquisition post mortem taken on 27 September 1604 after Oxford's death, TNA C 142/286/165. Since Drawater died before judgment was rendered in Oxford's lawsuit concerning the fraudulent sale of Colne Priory, it seems likely that even had Oxford attempted to recover against him, he would not have been able to, particularly since Drawater directed his executors to sell the manor of Inglethorpe immediately after his death and to distribute the proceeds in bequests to Drawater's kinsmen.

The reason for the Queen's grant of a 100-year lease of Colne Priory and the manor and park of Earls Colne to John Drawater and John Holmes on 8 June 1592, as recited in the indenture below, is unclear. Oxford had granted a 21-year lease of Colne Priory to Roger Harlakenden on 2 January 1588 (see ERO D/DPPr/178), which in 1592 still had 17 years left to run. Colne Priory was then extended against by Drawater and Holmes after the Queen granted them the forfeited goods and chattels of Israel Amyce, and by indenture tripartite dated 19 July 1591, Amyce, Drawater and Holmes granted Roger Harlakenden a 'replacement' lease of Colne Priory for the remaining 17 years (see ERO D/DPPr/179). It would thus appear that there were three leases of Colne Priory running concurrently during the years 1592-1608, a 21-year lease granted by Oxford to Roger Harlakenden by indenture dated 2 January 1588, a 'replacement' lease for the remainder of the 21 years granted by Amyce, Drawater and Holmes to Roger Harlakenden by indenture tripartite dated 19 July 1591, and a third lease for 100 years of both Colne Priory and the manor and park of Earls Colne granted to Drawater and Holmes by the Queen via her letters

patent dated 8 June 1592, assigned by Drawater and Holmes to Roger Harlakenden in the indenture below.

One notable feature of the indenture below is the inclusion in it of the tithes of Aldham, Lavenham, Halstead, Mount Bures, Sible Hedingham and Maplestead which the Court of Chancery later adjudged to have been fraudulently included in the sale of Colne Priory by Roger Harlakenden (see TNA C 78/104, mm 27-8):

And as touching the farm of Plaistow which the defendants pretend to be parcel of the demesnes of the manor of Colne Priory, and touching the tithe of the seven townes, videlicet of the town[s] of Sible Hedingham, Stansted, Maplestead, Aldham and Bures in the county of Essex, Lavenham and Aldham in the county of Suffolk, which the defendant Roger Harlakenden, then present in court, being interrogated by the Lord Keeper whether the same tithes were parcel or belonging to the said rectory or not, affirmed that he knew not whether the same tithes were parcel of the same rectory or parsonage or not.

Therefore and forasmuch also as the said defendants have not now made any proof either that the said farm of Plaistow is parcel of the demesnes of the said manor of Colne Priory, or that the tithes of the said seven townes are parcel of the said rectory of Colne Priory, as they seemed to pretend, and yet by general words in their conveyance the same are passed unto them, it is therefore likewise by the said Lord Keeper and Court of Chancery ordered, adjudged, and decreed that the said plainant, his heirs and assigns, shall and may from henceforth have, hold, and quietly enjoy the said farm of Plaistow and the tithe of the said seven townes without let or interruption of the defendants or either of them, or any claiming from, by, or under them or either of them, or by their or either of their means or procurement, until they shall show and prove in this court better matter to the contrary.

From the wording of the indenture below, it seems that John Drawater and John Holmes had succeeded in also fraudulently including those tithes in the Queen's letters patent to them of 8 June 1592, and were then purporting to transfer a 100-year lease of them to Roger Harlakenden via the indenture below.

For other documents concerning Roger Harlakenden's fraud against Oxford in the sale of Colne Priory, see TNA C 2/Eliz/O3/32, TNA C 24/239/46, TNA C 78/104, mm 27-8, and ERO D/DPr/424.

For previous leases of Colne Priory, see ERO D/DPr/175, ERO D/DPr/176, ERO D/DPr/177, ERO D/DPr/178 and ERO D/DPr/179.

For the will of John Drawater (d.1597), see TNA PROB 11/90, ff. 431-2. For the will of Roger Harlakenden (d.1603), see TNA PROB 11/101, ff. 392-3.

It appears from the second set of endorsements that the indenture below was shown to witnesses being examined in a lawsuit brought in Chancery in 1639 by Aubrey de Vere (1627–1703), 20th and last Earl of Oxford, against Richard Harlakenden.

This indenture made the sixteenth day of June in the four and thirtieth year [=16 June 1592] 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 John Drawater of London, gentleman, and John Holmes of Tilbury in the county of Essex on thone party, and Roger Harlakenden of Earls Colne in the said county of Essex, esquire, on thother party;

Witnesseth that whereas our said Sovereign Lady, the Queen's Majesty abovesaid, by her Highness' letters patents under the Great Seal of England bearing date at Westminster the eight day of this instant month of June in the four and thirtieth year [=8 June 1592] above-written, for considerations in the said letters patents appearing, did deliver, grant and to farm demise unto the said John Drawater and John Holmes amongst other things the house of the late priory and site, ground, walk, circuit and precinct of the house and late priory or monastery of the Blessed Mary the Virgin and St John the Evangelist of Colne Comitibus alias Earls Colne in the county of Essex;

And the church, belfry and the churchyard of the said late priory or monastery;

And all messuages, houses, edifices, barns, granges, dovehouses, orchards, gardens, stanks, ponds, land and soil to the said house, priory or monastery appertaining or belonging;

And all that manor of Colne alias Colne Priory in Colne Comitibus, with all lands, tenements, meadows, feedings, pastures and hereditaments whatsoever to the said priory or monastery and to the said manor or either of them belonging or appertaining, or with them or any of them occupied or demised, or reputed or known as part, parcel or member of the premises or of any part or parcel thereof;

And all that rectory, church, vicarage and chapel of Colne Comitibus with the appurtenances, and the advowson, patronage, donation, rectory, vicarage and chapel of Colne Comitibus and the right of patronage of the same;

And all and singular glebes, tithes, as well predial as temporal and mixed, to the said rectory, vicarage and chapel belonging or appertaining;

And all manors, messuages, lands, tenements, meadows, feedings, pastures, woods, underwoods, mills, assarts, waters, stanks, ponds, fishings, commons, rents, annuities, pensions, portions, tithes, fee-farms, reversions, services, knights' fees, wards, marriages, reliefs, escheats, warrens, liberties, franchises, courts, leets, views of frankpledge and all which to view of frankpledge appertaineth, and other hereditaments whatsoever to the said late priory of Colne Comitibus and rectories, vicarages and chapels, advowsons of the churches, rectories, vicarages, chantries and chapels aforesaid or to any of them belonging or appertaining;

And all and singular [+the] demesne lands, manor and park of Earls Colne with th' appurtenances in the county aforesaid, and one meadow called Hall mead in Earls Colne aforesaid in the county aforesaid, with all lands, tenements, meadows, feedings, pastures and hereditaments to the same appertaining;

To have, hold and enjoy all and singular the premises before in and by these presents mentioned, amongst divers other things, unto the said John Drawater and John Holmes, their executors, administrators and assigns, from the day of the date of the said letters patents unto th' end of the term and by the term and for and during the term of one hundred years from thence next following and fully to be complete and ended if the premises or any part or parcel thereof shall so long happen to continue in the hands of our said Sovereign Lady, the Queen's Majesty, her heirs or successors, at and for certain yearly rents thereupon reserved, payable as in and by the said letters patents more fully and at large it doth and may appear;

Now this indenture further witnesseth that the said John Drawater and John Holmes, as well for and in consideration of the sum of two hundred pounds of lawful English money to them in hand paid by the said Roger Harlakenden, whereof they acknowledge themselves fully satisfied, as also for divers good causes and reasonable considerations them thereunto especially moving, have granted, bargained, sold, assigned and set over and by these presents do fully, wholly and absolutely grant, bargain and sell unto the said Roger Harlakenden all th' estate, right, title, interest, term of years, benefit, claim and demand of the said John Drawater and John Holmes and of either of them of, in and to the said house of the said late priory and site, ground, walk, circuit and precinct of the said late priory or monastery of the Blessed Mary the Virgin and St John the Evangelist of Colne Comitibus alias Earls Colne;

And of, in and to the said church, belfry and churchyard of the said late priory or monastery;

And of, in and to all the said messuages, houses, edifices, barns, granges, dovehouses, orchards, gardens, stanks, ponds, land and soil to the site of the said house, priory or monastery appertaining or belonging;

And of, in and to the said manor of Colne alias Colne Priory in Colne Comitibus, with all lands, tenements, meadows, feedings, pastures and hereditaments whatsoever to the site of the said priory or monastery and to the said manor or either of them belonging or appertaining, or with them or any of them occupied or demised or reputed or known as part, parcel or member of the site and manor or of any part or parcel thereof;

And of, in and to the said rectory, church, vicarage and chapel of Colne Comitibus with the appurtenances, and the advowson, patronage, donation, rectory, vicarage and chapel of Colne Comitibus and the right of patronage of the same;

And of, in and to all and singular the said glebes and tithes to the said rectory, vicarage and chapel belonging or appertaining;

And of, in and to all the said manors, messuages, lands, tenements, meadows, feedings, pastures, woods, underwoods, mills, assarts, waters, stanks, ponds, fishings, commons, annuities, rents, reversions, services, knights' fees, wards, marriages, reliefs, escheats, warrens, liberties, franchises, courts, leets, views of frankpledge and all which to view of frankpledge appertaineth, and other hereditaments whatsoever to the site and manor of the said late priory of Colne Comitis and rectory, vicarage and chapel and advowson of the church, rectory, vicarage, chantry and chapel of Colne Comitis aforesaid or to any of them belonging or appertaining;

And of, in and to all and singular the said demesne lands, manor and park of Earls Colne, and the said meadow called Hall meadow, and the said lands, tenements, meadows, feedings, pastures and hereditaments to the same appertaining;

And of, in and to all the pensions, portions and tithes issuing, happening, growing, renewing or coming in Aldham in the county of Essex, Aldham in the county of Suffolk, Lavenham, Halstead, Bures super Montem alias Mount Bures, Sible Hedingham and Maplestead in the said county of Essex, being parcel of the pensions, portions and tithes before mentioned by the said letters patents demised as aforesaid and to the said late priory of Colne Comitis and rectory, vicarage and other the premises or some of them belonging or appertaining;

To have and to hold to the said Roger Harlakenden, his executors, administrators and assigns, in as large, ample and beneficial manner and form to all intents and purposes as the said John Drawater and John Holmes or either of them may, can, might, should or ought to occupy or enjoy the same by force or virtue of the said-recited letters patents;

And the said Roger Harlakenden for him, his executors, administrators and assigns, doth covenant, promise and grant to and with the said John Drawater and John Holmes and either of them, their or either of their executors, administrators and assigns, by these presents that he, the said Roger Harlakenden, his executors, administrators or assigns or some or one of them, shall and will yearly during the said term mentioned in the said letters patents well and truly satisfy and pay unto our said Sovereign Lady, the Queen's Majesty, her heirs and successors, the sum of twenty shillings of lawful English money at the feasts of St Michael th' Archangel and th' Annunciation of the Blessed Virgin Mary at the receipt of her Highness' Exchequer at Westminster by even portions as parcel of the rent by the said letters patents reserved;

And the said John Drawater and John Holmes for them and either of themselves, their and either of their executors and administrators, do covenant, promise and grant to and with the said Roger Harlakenden, his executors, administrators and assigns, by these presents that the premises and every part and parcel thereof before by these presents mentioned or intended to be bargained, sold or assigned with all and singular their appurtenances now are and be, and at all times hereafter during all the term by the said letters patents demised shall continue, remain and be, unto the said Roger Harlakenden, his executors, administrators and assigns, free and clear and freely and clearly acquitted and discharged

or sufficiently saved and kept harmless by the said John Drawater and John Holmes or one of them, their or one of their executors, administrators or assigns, of and from all and all manner of former or other bargains, sales, gifts, grants, surrenders, tithes, charges, troubles and encumbrances whatsoever had, made, committed, procured or done by the said John Drawater and John Holmes or either of them, their or either of their executors, administrators or assigns, or by their or either of their means, title, assent or procurement, the rents in and by the said letters patents reserved only excepted;

In witness whereof the parties aforesaid to these present indentures interchangeably have set their hands and seals the day and year first above-written.

By me, John Drawater

IH

Endorsed:

Sealed and delivered in the presence of
Clement Stonard
John Heibam
Thomas Anderson

At the request of me, Israel Amyce, and by my consent, this deed is sealed and delivered by the within-named John Drawater and John Holmes.

Israel Amyce

Endorsed:

xviiij^o Maij 1639

This deed was shown to John Read, touching which he hath deposed in his deposition to the 25th interrogatory on the part of Richard Harlakenden, defendant, upon his examination before the Commissioners, & likewise to William Broun(?) upon his examination.

Isaac Colle
H(?) Raymond
Nathaniell Ioyner

Curia Wardorum et Liberacionum

Memorandum: This writing was showed to Francis Stonard, esquire, a witness deposed on the behalf of Richard Harlakenden, esquire, one of the defendants, at the suit of Aubrey, Earl of Oxenford, by information pit(?), at the time of his examination taken in the said Court 4to Iunij 1640.

Hu:(?) Awdeley