

SUMMARY: The document below is the indenture dated 17 November 1583 by which Oxford sold Colne Park to Roger Harlakenden (b. about 1539, d. 1603) for £2000. For the fine prescribed in the indenture below, which was levied on 20 January 1584, see TNA CP 25/2/132/1692, Item 13. For two recognizances, each in the amount of £1000, entered into by Oxford to Roger Harlakenden in 1583/4, presumably in connection with the sale of Colne Park, see TNA 30/34/14, Item 3. For an undated memorandum to Lord Burghley written circa 1587 by Roger Harlakenden in which he states that he paid Oxford £2000 for Colne Park, see BL Lansdowne 77/81, f. 198.

The transcript below was made from the copy on the Earls Colne Project Database website at <http://linux02.lib.cam.ac.uk/earlscolne/freehold/50600005.htm>. The Essex Records Office website states that this document is not to be produced, and is only available via the microfilm copy, Ph 4/152/5.

This indenture made the 17th day of November in the 26th year [=17 November 1583] 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 the right honourable Edward de Vere, Earl of Oxford, Lord Great Chamberlain of England, Viscount Bulbeck and Lord of Badlesmere and Scales of the one part, and Roger Harlakenden of Colne in the county of Essex, esquire of the other part;

Witnesseth that the said Edward de Vere, Earl of Oxford, for and in consideration of the sum of £2000 to him, the said Earl, beforehand well and truly contented and paid by the said Roger Harlakenden, whereof he doth by these presents clearly acquit and discharge the said Roger, his heirs, executors and administrators forever, hath bargained and sold, given and granted, and by these presents doth clearly and fully bargain and sell, give and grant unto the said Roger Harlakenden, his heirs and assigns, all that the enclosed ground or park of late disparted commonly called Colne Park, with all houses, edifices, lodges, gardens and orchards set, lying [+being?] in and upon the same, and one parcel of meadow which together with the said enclosed ground or park now or of late in the tenure or occupation of one Thomas Barfoote, Thomas Luther and John Collyn or one of them or of their assigns or the assigns of them, and also one other parcel of meadow ground commonly called Hall meadow now or late in the tenure or occupation of (blank) Symons or his assigns;

To have and to hold the said enclosed ground or park of late disparted commonly called Colne Park and the said two parcels of [sic] and all and singular other the premises with all their appurtenances to the said Roger Harlakenden, his heirs and assigns, forever to the only proper use and behoof of the said Roger Harlakenden, his heirs and assigns, forever without any condition or limitation;

And the said Edward de Vere, Earl of Oxford, doth for him, his heirs, executors and administrators, covenant, promise and grant to and with the said Roger Harlakenden

[+and?] his heirs that he, the said Earl is lawful owner of all the same enclosed ground or park and of all other the afore-granted premises, and that he is lawfully seised of a perfect and absolute estate of inheritance in fee-simple or fee-tail without any condition, limitation, use or deference [sic] of all the afore-granted premises with their appurtenances, and that he hath full power and lawful authority to bargain and sell, give and grant the same unto the said Roger Harlakenden, his heirs and assigns;

And the said Earl doth further covenant, promise and grant for him, his heirs, executors and assigns, to and with the said Roger Harlakenden, his heirs and assigns, that the said enclosed ground or park commonly called Colne Park, both the said meadows aforementioned and all other the premises with their appurtenances be fully and clearly acquitted or otherwise sufficiently discharged or saved harmless and so forever shall or may continue of and from all former bargains, sales, gifts, feoffments, grants, entails, conditions, jointures, dowers, leases, rents, statutes, recognizances, executors [sic?], intentions, extents and other encumbrances whatsoever had, made or done by the said Earl of any his autestrese [sic] or any other person or persons whatsoever except two several leases of the said enclosed ground or park with the said first parcel of meadow made by the said Earl of Oxford by several deeds indented, whereof the one bearing date the 22nd day of April in the twenty-second year of the reign of the Queen's Majesty that now is was made unto Thomas Barfoot, Thomas Luther and John Collyn for 21 years from the feast of the Annunciation of the Virgin then next following the day of the date of the said deed indented, and the other bearing date the 20th day of the 4th month of the twenty-second year of the reign of the Queen's Majesty [+was?] made to the said Thomas Barfoot, Thomas Luther and John Collyn, upon each of which leases the rents of £14 is reserved to be paid yearly at the two most usual feasts of the year by even portions, and payable unto the said Roger, his heirs and assigns;

And the said Earl of Oxford for him, his heirs, executors and assigns, doth further covenant, promise and grant to and with the said Roger Harlakenden, his heirs, executors and assigns, [+that they?] shall and may have, use, occupy [+the way?] always heretofore accustomed or used unto the parcel of meadow called Hall meadow for men, horse-cart and carriages, and that the same way of men, horse-cart and carriages shall be always open and passable to and for the said Roger, his heirs and assigns, and to and for all other persons coming about the affairs or by the procurement, commandment or licence of the said Roger, his heirs or assigns, without any interruption or molestation of the said Earl, his heirs of assigns;

And the said Edward de Vere, Earl of Oxford, doth further for him, his heirs, executors and administrators, covenant and grant to and with the said Roger Harlakenden, his heirs and assigns, that he before St Andrew's day next ensuing shall levy and knowledge a fine to the said Roger according to the order of the law of the said enclosed ground or park with all other the premises in the said county of Essex, and in the said fine shall knowledge the said premises to be the right of the said Roger as those which he, the said Roger, hath of the gift of the same Earl, and the same by the same fine shall remise and quitclaim from him and his heirs to the said Roger and his heirs and assigns, and further that the said Earl shall warrant the premises to the said Roger and his heirs against the

said Earl and his heirs and against John, late Earl of Oxford, deceased, father unto the said Earl, and against all persons claiming any estate, interest or title by the said Earls and their heirs or by or from any their ancestors forever;

Now the same parties do agree that the said fine shall be to the only use of the said Roger, [+and?] his heirs;

And further the same Edward de Vere, Earl of Oxford, doth further for him, his heirs, executors and administrators, covenant, promise and grant to and with the said Roger Harlakenden, his heirs and assigns, for the more perfect and full assuring, conveying and sure making of the said enclosed ground or park and all other the premises to the said Roger his heirs and assigns, to his and their use and behoof, that he, the said Earl, his heirs and all others rightly claiming, pretending [+or?] challenging any right, title, estate and interest of, in or to the premises or any part of them by, from, under or after the said Earl, except before excepted, shall at all times hereafter upon reasonable request at the cost and charges in the law of the said Roger, his heirs and assigns, or by his or their learned counsel in the law to [+the] use of and behoof of the said Roger, his heirs and assigns;

In witness whereof the parties abovesaid have hereunto interchangeably put their hands and seals the day and year first above-written.

Edward, Earl of Oxford.

A recognizance at the house of Mr Amyce next to Warwick Lane the day and year above-written before Francis Wyndham, a Justice of Common Bench.