

SUMMARY: The document below is the indenture dated 7 February 1592 by which Oxford sold Colne Priory to Richard Harlakenden, eldest son and heir of Roger Harlakenden (b. about 1539, d. 1 January 1603). For the indenture of 8 February 1592 by which Oxford appointed William Tiffin (d.1617) and William Adams as his attorneys to deliver seisin of Colne Priory to Richard Harlakenden or his assigns, see ERO D/DPr/162. It seems clear from the extant documents that Roger Harlakenden entered Oxford's service in 1591 for the sole purpose of gaining control of Oxford's sale of Colne Priory so that he could purchase the property for himself and his heirs, which he accomplished. Oxford later sued both Roger and Richard Harlakenden for fraud for including in this indenture 'general words of conveyance' which passed far more property to the Harlakendens than Oxford had actually sold to them. Unfortunately for Oxford, although the court agreed that the 'general words of conveyance' went beyond Oxford's intentions, the issue of fraud was deferred by the court for subsequent consideration, and both Oxford and Roger Harlakenden died without the fraud issue having been resolved. For the partial judgment rendered by the Court of Chancery on 10 February 1599 in Oxford's lawsuit against Roger and Richard Harlakenden for reconveyance to Oxford of Colne Priory or for recompense for the undervaluation of the sale price by reason of fraud and breach of trust by the Harlakendens, see TNA C 78/104/17.

This indenture made the seventh day of February in the four and thirtieth year [=7 February 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 the right honourable Edward de Vere, Earl of Oxenford, Viscount Bulbeck, Lord Great Chamberlain of England and Lord of Badlesmere and Scales, on thone party, and Richard Harlakenden of Staple Inn in the county of Middlesex on thother party;

Witnesseth that the said Earl of Oxenford, as well for and in consideration of a competent sum of lawful English money to him in hand paid at and before th' ensealing and delivery of these presents by the said Richard Harlakenden whereof and wherewith the said Earl of Oxenford doth acknowledge himself fully satisfied, contented and paid, and thereof and of every part and parcel thereof doth acquit and clearly discharge the said Richard Harlakenden, his heirs, executors and administrators and every of them by these presents, as also for divers other good causes and reasonable considerations the said Earl of Oxenford hereunto especially moving hath given, granted, bargained and sold and by these presents doth fully, wholly and absolutely give, grant, bargain and sell unto the said Richard Harlakenden, his heirs and assigns, forever all the 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 by authority of Parliament lately suppressed and dissolved;

And all the house of the late priory of Colne Comitibus aforesaid, and all the church and churchyard of the same late priory or monastery;

And all those messuages, houses, edifices, barns, granges, dovehouses, orchards, gardens, stanks, ponds, lands and soil, as well within the compass and circuit of the same late house and priory or monastery as without the compass and circuit of the same late house and priory or monastery, to the same late priory or monastery belonging or appertaining;

And all that the manor or lordship of Colne otherwise called the lordship of Colne priory in Colne Comitibus alias Earls Colne or elsewhere in the said county of Essex;

And all the rectory and parsonage of Earls Colne in the said county of Essex and the advowson of the vicarage there with their and every of their rights, members, liberties and appurtenances;

And all and singular messuages, granges, farms, lands, tenements, meadows, feedings, pastures, mills, woods, underwoods, waters, fishings, ponds, moors, marshes, wastes, rents, reversions, services, advowsons, patronages of churches, chapels and vicarages, rectories, glebes, portions, pensions, tithes of corn, grain and hay and all other tithes whatsoever, courts, leets, hundreds, royalties, goods waived, goods of felons and fugitives, fairs, markets, wards, marriages, reliefs, escheats, annuities, fee-farms, knights' fees, tolls, customs, franchises, liberties, profits, commodities and hereditaments whatsoever with all and singular their appurtenances situate, lying, being, happening, growing, renewing or coming in the towns, fields, hamlets, parishes or places of Colne Comitibus alias Earls Colne, Aldham in the county of Suffolk, Aldham in the county of Essex, Lavenham, Sible Hedingham, Maplestead Magna, Maplestead Parva, Bures ad montem alias Mountbures and Halstead or elsewhere wheresoever to the said manor or lordship, rectory and vicarage or any of them belonging or in any wise appertaining or with them or any of them or any part or parcel usually let or occupied or accepted, taken, reputed, accounted or known as any part, parcel or member of them or any of them or of any part or parcel thereof;

And all arrearages of rent of the premises, and the reversion and reversions, remainder and remainders of all and singular the premises and of every part, parcel and member thereof;

And all and all manner the deeds, charters, evidences, letters patents, writings, escripts and muniments the premises only, or only any part or parcel thereof, touching or in any wise concerning, all which said deeds, evidences, writings, escripts and muniments or so many of them as the said Earl of Oxenford or any other person or persons to his use or by his delivery have or hath or which he may lawfully come by without suit in law, together with the true copies of such other deeds, evidences, writings, escripts and muniments as concern the premises or any part jointly with any other lands, tenements or hereditaments, the said Earl of Oxenford for him, his heirs and assigns, doth covenant, promise and grant to and with the said Richard Harlakenden, his heirs and assigns, by these presents to deliver or cause to be delivered unto the said Richard Harlakenden, his heirs or assigns, at or before the feast of the Nativity of St. John Baptist next ensuing whole, uncanceled and undefaced;

To have and to hold the said site, house, manor, lordship, lands, tenements, tithes, rents, reversions, services and hereditaments and all other the premises before by these presents mentioned or intended to be granted, bargained and sold with all and singular their appurtenances unto the said Richard Harlakenden, his heirs and assigns, to th' only and proper use and behoof of the said Richard Harlakenden, his heirs and assigns, forever;

And the said Earl of Oxenford for him, his heirs, executors and administrators and for every of them, doth covenant, promise and grant to and with the said Richard Harlakenden, his heirs and assigns, by these presents that he, the said Earl of Oxenford, the day of the date hereof and at th' ensealing and delivery of these presents is very true, lawful and perfect owner of the said site, house, manor, lordship, lands, tenements, tithes, rents, reversions, services and hereditaments and of all other the premises before by these presents mentioned or intended to be granted, bargained and sold with all and singular their appurtenances, and of every part and parcel thereof of a good, lawful, perfect and indefeasible estate of inheritance, and that he hath good right, true title and lawful authority to bargain, sell, convey and assure the same and every part and parcel thereof unto the said Richard Harlakenden, his heirs and assigns, forever according to the true intent and meaning of these presents;

And that the said premises before by these presents mentioned or intended to be bargained and sold with all and singular their appurtenances now are and be and at all times hereafter and from time to time forevermore shall be, remain and continue unto the said Richard Harlakenden, his heirs and assigns, free and clear and freely, absolutely and clearly acquitted and discharged or otherwise by the said Earl of Oxenford, his heirs, executors or administrators sufficiently saved harmless of and from all and all manner of bargains, sales, gifts, grants, conveyances, dowers, jointures, uses, forfeitures, recognizances, statutes merchant and of the Staple, judgments, executions, titles, charges, troubles and encumbrances, whatsoever they be, had, made, committed, procured or done, or to be had, made, committed, procured or done by the said Earl of Oxenford, his heirs or assigns, or by any other person or persons by his, their or any of their means or procurement (all leases for term of twenty and one years or under, or for one, two or three lives or under, whereupon the usual and accustomed rent is reserved and shall continue payable unto the said Richard Harlakenden, his heirs and assigns, according to the true intent and meaning of these presents only and always excepted and forprised);

And also that the said Richard Harlakenden, his heirs and assigns, shall and may from henceforth forevermore peaceably and quietly, have, hold, occupy, possess and enjoy all and singular the said premises before mentioned or intended to be bargained and sold and every part and parcel thereof without interruption, let, trouble, suit, entry [illegible line];

And moreover that the said Earl and the right honourable the Countess his wife, and the heirs and assigns of the said Earl, and all and every other person and persons having, claiming or pretending to have or which hereafter shall have, claim or pretend to have any estate, right, title or interest of, in, or to the premises or of, in or to any part or parcel thereof shall and will at all times hereafter and from time to time, upon the reasonable request, costs, charges and expenses in the law of the said Richard Harlakenden, his heirs

or assigns, do, cause, acknowledge, procure, execute and suffer to be done, acknowledged and executed all and every such further and other act and acts, thing and things, device and devices, conveyances and assurances in the law whatsoever, be it by deed or deeds enrolled or not enrolled, fine, feoffment, recovery, release, confirmation or by all these or any of these ways or means or otherwise for the further, more better, and perfecter assurance, surety, sure making and conveying of the said premises and of every part and parcel thereof unto the said Richard Harlakenden, his heirs and assigns, as by the said Richard Harlakenden, his heirs or assigns, or his or their or any of their counsel learned shall be reasonably devised or advised and required;

And it is further covenanted, granted, promised, concluded, condescended and fully agreed by and between the said parties to these presents that all fines, feoffments, recoveries, releases, conveyances and assurances whatsoever had, made, levied, suffered, knowledged or executed or to be had, made, levied, suffered, knowledged or executed of the premises or any part or parcel thereof by the name or names aforesaid or by any other name or names whatsoever, and the full execution of them and every of them, shall be and shall be adjudged, reputed and taken to be to th' only and proper use and behoof of the said Richard Harlakenden, his heirs and assigns, forever, and to no other use, purpose or intent;

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

[signed] Edward Oxenford

Sigillat{um} Deliberat{um} capt{um} et recognit{um} octauo die mensis supradict{i} a{nn}o supradict{o} 1592 [ ] Io. [ ] in Can{cellaria} [ ]

[=Sealed, delivered, taken and acknowledged on the eighth day of the month abovesaid in the year abovesaid, 1592 [ ] in Chancery [ ]]