

SUMMARY: The document below is the indenture of 2 February 1585 made between Oxford and fifteen of his copyhold tenants of the manor of Grays in Sible Hedingham for the purpose of guaranteeing to the tenants certain rights which they claimed as customary: the right to admission by copy of court roll at a fine which is certain and not arbitrable at the will of the lord of the manor, the right to cut down trees without forfeiture, and the right of the tenants to make leases without forfeiture. By the indenture Oxford guarantees these customary privileges to the tenants provided they pay their customary rents. etc. Oxford also guarantees that if the tenants are lawfully expelled from their lands by Oxford or someone claiming under him, Oxford and those claiming under him will stand seised of the lands to the use of the tenants for two thousand years at the annual rent of one penny, and then to the use of Oxford and his heirs forever. Finally, if any of the tenants wishes to convert his copyhold lands into lands held by a lease for a term of years, upon tender to Oxford by the tenant of a fine of five shillings, Oxford and his heirs will stand seised of the lands to the use of the tenant for a term of one thousand years at the current annual rent now being paid by the tenant under his copyhold tenure. To ensure that these provisions are given legal effect, Oxford agrees to acknowledge a fine with proclamation and a recovery with double or single voucher.

This indenture made the second day of February in the year of the reign of our Sovereign Lady Elizabeth by the grace of God of England, France, and Ireland Queen, Defender of the Faith etc., the seven and twentieth [=2 February, 1585] between the right honourable Edward de Vere, Earl of Oxenford, Lord Great Chamberlain of England, Viscount of Bulbeck, Lord of Badlesmere and Escales, on the one party and Richard Samme, John Butcher, William Butcher, Robert Spillman, Edmund Harrington, Robert Greene, Jeffrey Syday, Matthew Kempe, Rowland Bridge, John Finch, Matthew Alliston, Thomas Bedlow, Thomas Christmas, Christopher Robinson and Richard Sedge, copyholders to the said Earl as of his manor of Grays in Hedingham Sible within the county of Essex of thother party,

Witnesseth that whereas the said Richard Samme holdeth to him and his heirs of the said Earl by copy of court roll as of the said manor of Grays in Hedingham Sible aforesaid one customary messuage or tenement and eight and twenty acres of land, meadow and pasture more or less now or late in the tenure or occupation of the said Richard Samme or of his assigns, yielding and paying the ancient and accustomed rent of sixteen shillings payable yearly at the feasts of the Annunciation of Our Lady and St. Michael th' Archangel by even and equal portions;

And whereas the said ...

John Butcher, two acres and a half of customary land, meadow, and pasture, sixteen pence;

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William Butcher, one customary messuage or tenement, and two and twenty acres and a half of land, meadow and pasture more or less, fourteen shillings;

Robert Spillman, four and twenty acres of land, meadow and pasture more or less, nine shillings;

Edmund Harrington, six and thirty acres of customary land, meadow and pasture more or less, twenty shillings and two pence;

Robert Greene, one customary messuage or tenement, and nine acres of land, meadow and pasture more or less, six shillings and eight pence;

John Butcher, five acres of customary land and pasture more or less, two shillings and eight pence;

Jeffrey Syday, thirteen acres of customary land and marsh more or less, one acre of land whereof the one head abutteth upon the land of the lord called Croydner and another head thereof abutteth upon the Queen's highway leading towards Holland, and twelve acres of land and marsh called Esselfen lying between the land of the lord called the two Chalk Crifts and a certain piece of meadow late of William Culby towards the north and the land called Herne Hall and a certain croft of land late of Edward Davenant, deceased, towards the south, ten shillings;

Matthew Kempe, one customary messuage or tenement, and one acre and a half of land and pasture more or less, three shillings and four pence;

Rowland Bridge, one customary messuage or tenement, and one acre of land and pasture more or less, twelve pence;

John Finch, one customary messuage or tenement, and four acres of land and pasture more or less, five shillings;

Matthew Alliston, three acres of customary land and pasture more or less, four shillings and four pence;

Thomas Bedlow, one customary messuage or tenement, and one acre of land and pasture more or less, fourteen pence;

Thomas Christmas, six acres of customary land and pasture more or less, six shillings and eight pence;

Christopher Robinson, thirteen acres of land, meadow, and pasture more or less, seventeen shillings and four pence;

Richard Sedge, one acre and a half of land and pasture more or less, two shillings;

And whereas also there hath been some question, controversy and debate moved betwixt the said Earl and the said copyholders and customary tenants now parties to these presents, as well for and about divers privileges, customs and fiefdoms claimed and challenged by the said copyholders to be anciently and time whereof the memory of man is not to the contrary incident, belonging and appertaining to their said customary messuages, lands and rents, that is to wit, first that the said messuages, tenements, lands and other the premises have time out of mind been demised and demisable by copy of court roll, and that upon every admittance made or to be made of any tenant or tenants to the premises the fine hath been certain and not arbitrable at the will of the lord, and that the said customary tenants of the said premises have used time out of mind by the ancient custom of the said manor to fell and cut down any the trees, woods and underwoods growing upon the said premises without any forfeiture, and also have used to make leases of their said customary lands and tenements or any part or parcel thereof likewise without any forfeiture, and now as well for the appeasing(?) and [ ] of all suits, controversies and debates heretofore moved, as also for the avoiding of all such further questionable suits and troubles that may hereafter be moved, attempted or commenced for, about or by reason of the same, and for the more and better security herein to be had to the said copyholders and customary tenants now parties to these presents(?) and to their heirs & assigns of and in the premises, and for the better upholding, strengthening and maintaining of the several estates and interests of their said copyholds & customary estates of, in and to the said premises and of, in and to all & every part & parcel of the same, and to th' end the same may hereafter continue unto the said copyholders and customary tenants, their heirs & assigns, with more quietness and less danger of forfeiture;

It is now fully agreed betwixt the said parties in and by these presents, and the said Earl doth for him, his heirs, executors and administrators covenant and grant to and with the said copyholders and customary tenants and to and with every of them jointly and severally in and by these presents in manner & form following, that is to wit, that the said copyholders and customary tenants and every of them and the heirs and assigns of every of them shall from henceforth quietly have, hold and enjoy the said customary messuages, lands and tenements to them, their heirs & assigns, according to their several estates and interests forevermore without any forfeiture, claim, title or challenge to be hereafter made thereunto by the said Earl or his heirs other than for the accustomed and usual rents and fealties and suits of court hereafter to be due and paid for the same in manner & form hereafter mentioned and other the forfeitures hereafter mentioned;

First that the said copyholders & customary tenants now parties to these presents and every of them and every of their heirs and assigns shall severally pay their said several ancient and customary rents to the said Earl, his heirs and assigns, lord of the manor of Grays for the time being, at the feasts of th' Annunciation of Our Lady and St. Michael th' Archangel by even and equal portions, being lawfully demanded, & fealty and suit of court for all manner of services, and that the said copyholders and customary tenants(?), their heirs and assigns, and every of them shall hereafter duly pay upon the admittance or the admittances after the death or alienation of any tenants of the said premises or of any part or parcel thereof one penny for a fine or a lesser sum, and to the steward of the court

for the time being for the making & enrolling of every copy upon every such admittance or admittances two shillings;

And it is further covenanted, granted and agreed betwixt the said parties to and by these presents that neither the said Richard Samme, John Butcher, William Butcher, Robert Spillman, Edmund Harrington, Robert Greene, Jeffrey Syday, Matthew Kempe, Rowland Bridge, John Finch, Matthew Alliston, Thomas Bedlow, Thomas Christmas, Christopher Robinson and Richard Sedge nor yet any of their heirs or assigns nor any of them shall be at any [+time] hereafter impeached by the said Earl, his heirs or assigns, for any manner waste already committed or to be committed in and upon the said copyhold and customary messuages, lands and tenements and other the premises or any th' appurtenances thereunto belonging, and that neither he, the said Earl, his heirs or assigns, nor any other person or persons lawfully claiming in, from, by or under th' estate of the said Earl shall fell, cut down or meddle with any wood, underwood or trees now growing or which hereafter shall grow in or upon any the said copyhold messuages, lands, tenements and other the said customary premises or in or upon any part or parcel thereof;

Or shall hereafter have or challenge by any action, suit or otherwise any other interest, profit, title or commodity out of, in or to the said premises but the said yearly and accustomed rents, and one penny or a lesser sum only for a fine and suit of court to be paid and due upon every admittance and admittances as aforesaid, or two pence for a fine for the said suit of court in default of any appearance at any of the said courts, and the benefit of escheat if any of the said copyholders or customary tenants or their heirs or assigns fortune to die without heir or to be attainted of felony or treason whereby a corruption of blood shall grow betwixt the person so to be attainted and his heir, and forfeiture for alienation(?) of so much of the said copyhold lands and tenements and other the said customary premises as shall be aliened and the freehold thereof lawfully and rightfully transferred into [sic?] any other person by such alienation;

And also it is likewise agreed in and by these presents that it shall and may by lawful to and for the said copyholders and customary tenants and every of their heirs and assigns to demise by lease for years, or otherwise to transpose(?) and employ those their customary lands, tenements, houses, buildings & other the premises or any part or parcel of them according to the true meaning of these presents, as also to take, fell and employ all manner of trees, woods, underwoods and timber, with all other commodities and profits in and upon the said several premises now or hereafter growing, to their own several use & uses or to the use and uses of their assigns whomsoever without any forfeiture, let, denial, contradiction, trouble or inconvenience to be done or willingly suffered to be done to the contrary thereof by the said Earl, his heirs or assigns;

Neither shall he, the said Earl, his heirs or assigns, compel or enforce the said copyholders and customary tenants of the said premises, their heirs or assigns or any of them hereafter to be admitted to any of the said customary messuages, lands and tenements or any part or parcel thereof for to pay any greater fine upon the death or alienation of any of the said copyhold tenants or upon the admittance of any new tenant

as is aforesaid than only one penny or a lesser sum as is aforesaid, or for to do and pay any other rents, suits & services than are before rehearsed;

And it is also fully agreed betwixt the said parties in and by these presents that he, the said Earl, his heirs and assigns, shall from time to time pay all rents, services & other duties issuing and going out of the said copyhold and customary messuages, lands and tenements and other the premises to the chief lord or lords of the fee of whom the same premises may be holden, or otherwise to save harmless them, their heirs & assigns, thereof, and if it shall happen the said copyholders and customary tenants or any of them or th' heirs or assigns of them or any of them to be lawfully distrained for any rent or other profit issuing out of the said copyhold & customary premises wherewith or whereby the said premises or any part or parcel thereof shall be lawfully charged, that then and so often it shall and may be lawful to and for every such tenant & tenants, their heirs and assigns, and for every of them to detain, defalk and abate out of his or their yearly rent which is to be paid as is aforesaid so much of the said yearly rent as he or they shall be lawfully distrained or otherwise compelled for to pay contrary to the true meaning of the said covenant in that behalf made as is aforesaid;

And the said Earl doth likewise for him, his heirs, executors, & administrators covenant and grant to and with the said copyholders and customary tenants, their heirs and assigns, and to and with every of them jointly and severally in and by these presents and to and with the heirs and assigns of them and every of them, that if the said Richard Samme, John Butcher, William Butcher, Robert Spillman, Edmund Harrington, Robert Greene, Jeffrey Syday, Matthew Kempe, Rowland Bridge, John Finch, Matthew Alliston, Thomas Bedlow, Thomas Christmas, Christopher Robinson and Richard Sedge or any of them or their or any of their heirs or assigns shall at any time hereafter be lawfully evicted or expelled out of or from their said customary estates by any lawful title or estate derived from the said Earl, his heirs or assigns, or by any other person or persons having or lawfully claming to have any lawful right, title, estate, profit or interest of, in or to the said lands and tenements with th' appurtenances or any part or parcel thereof by, from or under the said Earl, his heirs or assigns, or if they or any of them shall at any time hereafter be lawfully expelled or removed of and from the quiet and peaceable possession and occupation thereof or of any part or parcel thereof, or if the same may not or shall not be enjoyed according to their several estates before mentioned, that then he, the said Earl, his heirs and assigns, and all and every other person or persons and their heirs and assigns now or hereafter having any estate or interest in possession or reversion or remainder of, into or out of the premises or any part or parcel thereof shall stand and be seised of all the said premises and of every part and parcel in manner and form following, that is to say:

Of the said customary messuage or tenement and eight and twenty acres of land, meadow and pasture now or late in the tenure and possession of the said Richard Samme or his assigns and of all manner of profits and commodities thereunto belonging or commonly used with the same to the use of the said Richard Samme, his executors and assigns, for the term of two thousand years thence next ensuing fully to be complete and ended without any impeachment of waste by the yearly rent of one penny to be paid at the feast

of Saint Michael th' Archangel being lawfully demanded, and after the said years ended, then to the use of the said Earl, his heirs and assigns, forever, and of the said [ ] now or late in the tenure and possession of the said [ ], his heirs or assigns, and of all manner of profits and commodities thereunto belonging or commonly used with the same to the use of the said [ ], his executors and assigns, for the term of two thousand years thence next ensuing fully to be complete and ended without th' impeachment of waste by the yearly rent of one penny to be paid at the feast of Saint Michael th' Archangel being lawfully demanded, and after the said years ended, then to the use of the said Earl, his heirs and assigns, forever;

DITTO FOR EACH MAN

Also it is further agreed, covenanted and granted betwixt all the said parties in and by these presents that if the said copyholders and customary tenants in and of them or their or any of their heirs or assigns shall be at any time hereafter disposed to hold the said customary and copyhold lands, tenements or lease for term of years, then it is fully agreed [ ] betwixt the said parties [ ] that if the said Richard Samme, his heirs or assigns, shall satisfy and pay or offer and tender to the said Earl, his heirs or assigns, the sum of five shillings of lawful money of England, that then and from after [sic?] such payment or offer and tender of payment of the said sum of five shillings to the said Earl, his heirs and assigns, in manner and form as is aforesaid, that then and from thenceforth the said Earl, his heirs and assigns, and all and every other person and persons and their heirs and assigns shall from thenceforth stand and be seised of the said customary messuages, tenements and lands and other the premises now or late in the tenure or occupation of the said Richard Samme or of his assigns to the use of the said Richard Samme, his executors and assigns, for the term of one thousand years from the day of such payment or offer of payment to be accounted fully to be complete and ended, nevertheless paying the said yearly rent of sixteen shillings at the days and times before limited and appointed, and if the said ...

DITTO FOR EACH MAN

And for the better surety and sure making of the said copyhold and customary messuages, lands and tenements unto the said copyholders & customary tenants, their heirs & assigns, according to their several estates and interests mentioned and declared in these presents, and to th' end that the said messuages, lands and tenements may continue, remain and be unto the said copyholders and customary tenants, their heirs & assigns, according to the several estates and limitations before in these presents limited, expressed, or intended, it is also agreed that a fine with proclamation and a recovery with double or single voucher shall be acknowledged, levied, and suffered in due form of law by the said Earl of all the said messuages, tenements and lands, which fine and recovery so to be acknowledged, levied, and suffered shall be and the conusees(?) and their heirs from and after the engrossing thereof, and the said recoverers and their heirs after judgment and execution thereupon had shall stand and be seised of all the said messuages, lands, tenements and other the premises to the several uses, purposes, intents,

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limitations and alterations before in these presents mentioned, declared or intended and to no other use or uses, intent or purpose;

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

(registered copy; no seals or signatures)