Robin Hood's Pennyworth[1]: the DeVere-Harlackenden Lawsuits

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The only truly factual biography of Edward de Vere, Seventeenth Earl of Oxford, was written in 1928 by B.M. Ward.[2] Since this was more than seventy years ago, it is not surprising that other evidence has become available, partly through improved cataloguing and partly from research into local (county) record office documents. A fuller account of Lord Edward's life is now possible, in particular of his estates and lawsuits; Ward mentioned the first only in passing and did not research the latter at all. For readers to whom the earl is an unknown figure, the following short over-view of his life is appended.

Edward de Vere, Seventeenth Earl of Oxford, was born on 12 April, 1550, at Castle Hedingham in Essex. Because his father died when he was a minor, the new earl became a royal ward. The wardship system involved his lands being used by the crown for its own profit, although ostensibly to the ward's benefit. In 1571, at the age of twenty-one, Lord Edward regained control of his estates and married Anne Cecil, daughter of Lord Burghley,[3] in whose house he had been placed for his education during his minority. The marriage, although it produced three daughters, was not happy; Anne died in 1588. Her death was probably due to a complication of childbirth following the birth of a daughter, as she died only ten days later. Her funeral was in Westminster

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Abbey; just three months later an elder daughter died. Her three remaining daughters, Elizabeth, Bridget and Susan, were raised and supported by Lord Burghley, who became a widower in 1589, probably at Lord Burghley's favourite house, Theobalds, in Hertfordshire.

Lord Edward was, in his earlier years, a favourite at court, where he seems to have mostly lived when young; he undertook an expensive continental tour in 1575 and was abroad for some sixteen months. His volatile personality and his extravagance, which led to the sale of all his inherited lands and inhibited a local power base, precluded high office. The earl flirted with catholicism but had a sudden change of heart, for various reasons, in late 1580, denouncing a group of catholic friends to the Queen and asking her mercy for his own, now repudiated, catholicism. He was retained under house arrest for a short time and, following the birth of a child fathered by him in 1581 to Anne Vavasour, was briefly in the Tower. The birth of this child led to a long-running feud with Sir Thomas Knyvett (uncle of Anne Vavasour), which resulted in the deaths of various followers of the two men and injury to both main participants. During the early 1580s it is likely that he lived mainly at one of his Essex country houses, Wivenhoe, but this was sold in 1584. We do not know for certain where he lived after this, but it is probable that he followed the court again and passed some time in his one remaining London house, Great Garden. Lord Edward spent heavily, and to finance this and his travels, began a long cycle of debts, mortgages and sales. In 1586, to rescue him from penury, the Queen granted Lord Edward a pension of £1,000; and in the early 1590s, probably to increase his income, he married as his second wife the wealthy Elizabeth Trentham, one of the Queen's maids of honour. Their only child, Henry, heir to the earldom, was born in 1592. By this time he was deeply in debt, had lost all his inherited estates and was fighting the long lawsuit discussed below. He died in June, 1604, probably from plague, at King's Place, a house bought by his wife and her relatives, in Hackney, a suburb of London. He left no will and was buried quietly in St Augustine's church in the same parish.

There are several factors to bear in mind when considering the only major lawsuit in which Lord Edward was plaintiff for which records survive. First, he certainly fought other, similar, lawsuits for alleged chicanery – there was undoubtedly one involving the money-lender Thomas Skinner[4] – second, like many other nobles, he was convinced that he was being cheated by his servants[5] and third, the lawsuit with Harlackenden engendered satellite suits, factionalism and tension in the Essex village of Earls Colne.

Historians researching lawsuits are fortunate that each stage of justice demanded a written document. If only a full set of records remained, neatly filed for each complaint, then the work of research would be considerably more simple than it is. Before an interpretation of any sixteenth and seventeenth century legal documents can be made it is necessary to have some knowledge of how the system worked. English law was unique in Europe in that it was common law and not based on the Roman code. This system created records

which still survive from the twelfth to the nineteenth centuries; they are the most continuous set of governmental archives in the western world. The records we shall be using are those of Chancery, King's Bench and Common Pleas, together with Star Chamber. It was possible to have similar actions, arising from one complaint, proceeding in all four courts simultaneously. Common law was summarized by Sir Matthew Hale as:

> "that law by which proceedings and determinations in the King's ordinary courts of justice are directed and guided. This directs the course of descents of land, and the kinds; the natures, and the extents and qualifications of estates; therein also the manner, forms, ceremonies and solemnities of transferring estates from one to another."[6]

The panoply of the law was majestic. It was intended to be awesome and to remind the litigants of the seriousness of their undertakings. Proceedings in Westminster Hall began each Wednesday and Friday morning during the law terms with a procession led by the Lord High Chancellor of England with the mace and Great Seal of England, signifying his office, carried before him. He would have been accompanied up the stairs to the left of the Hall by many of the greatest dignitaries of the land, including, possibly, the Queen. Others present would have been Lord Burghley, the Lord Privy Seal and lords spiritual and temporal together with the principal judges of the realm and members of the privy council. All would have been dressed ceremoniously and the court itself would have inspired awe in an observer, being full of windows and with its roof covered with golden stars – this may have been why it was called the Star Chamber.[7] This demonstration of majesty must be borne in mind when picturing the scene; for some of the people of Earls Colne, drawn into the lawsuit between the earl of Oxford and Roger Harlackenden, perhaps even for Harlackenden himself, Westminster Hall would have seemed a frightening place. For those not directly involved the lawsuits were a form of entertainment, of interest not only to the family and friends of the protagonists but also to the local population; the hall was always crowded.

This then was the setting for the long legal battle; the village over which the lawsuit was fought in 1592 was Earls Colne. The name of the village derives from two factors, the river Colne which runs through the village and the earls of Oxford who had owned, for generations, the two manors into which it was divided. Its setting in the sixteenth century was a rolling countryside of small hills and valleys from which most of the old forest had disappeared, except for one large medieval woodland to the north called Chalkney Wood. It was mainly agricultural, with its inhabitants raising arable crops, hops for beer-making, fruit and vegetables, sheep, cows and other livestock which were kept for home consumption. A good surplus of produce was available and this was carried to the market town of Colchester where it was shipped to fairs and markets in other parts of England. There was a fair on 25 March and a market place in the central

street, with open stalls; the village supported a number of smiths, millers and tanners. Buildings included an inn with a solar, and there was a maypole on the green.[8]

There was no shortage of new money, made in London, to be invested in Essex land, which was fertile and profitable for those with sufficient for a surplus. This changed the farming patterns and brought new blood into the countryside, ousting the old county noble families. By the end of the 1580s Roger Harlackenden was emerging as the largest single purchaser of the Oxford estates in Essex; he was establishing himself in the north-eastern area around Earls Colne – a perfect example of this trend. He had already bought, in 1584, the manor of Earls Colne (one of the two manors which comprised the village), the lordship of this manor and Colne Park, (which was originally part of the other manor), and was increasing his power-base in the village. Then, five years later, came the chance for him to increase his acreage with another large de Vere estate when the earl considered selling the manor of Colne Priory. However, the sale and its aftermath were not at all straightforward.

The Priory, over which the de Vere/Harlackenden lawsuit was fought, was endowed in 1100 by Aubrey de Vere as a Benedictine foundation: he himself became a monk. At the time of the suppression of the monasteries it was valued at £156 12s 4.5d[9] and it was surrendered by "Robert Abell, Prior; John London, sub-prior; and nine other monks ... 3 July 1534 to King Henry VIII",[10] represented by John de Vere, the fifteenth earl of Oxford. The original building itself was timber-framed and situated on twelve acres near the River Colne; it included a tower of flint and free-stone containing five bells. By the time the Rev. Philip Morant, the Essex antiquarian cleric, was writing in the mid-eighteenth century, the priory had been demolished.[11] The estate included a large house, called variously, Colne House or the Hall but the priory itself was referred to as the 'site', implying that it had already, thirty years after the dissolution, become derelict.

On 22 July 1536 Henry VIII granted the priory to John de Vere together with the church, manor, rectory or impropriate tithes and advowson of the vicarage of Earls Colne; the grant was probably because the priory had been endowed by an Oxford ancestor.[12] It was inherited by the sixteenth earl and, following his death in 1562, the house was lived in by his widow, Countess Marjory, for a while with her second husband, although the whole estate, with others, was granted during Lord Edward's minority, to the Earl of Leicester. Repairs were made to it at this time; payment for them was to be deducted from the annual rent to the Queen.[13] The grant to Lord Leicester deserves some explanation. Under the wardship system the lands of a noble who inherited before he attained the age of twenty-one, were under certain conditions, forfeit to the crown for the period of the minority. Once the ward reached the age of twenty-one, he paid a fine to the crown and received his lands again; this was called 're-entry'. Wardships were originally part of feudal life and had evolved from the tradition of knight service, giving custody of the body and the right to

nominate the marriage of a minor heir to the guardian.[14] The rights and welfare of the wards, together with the revenue engendered from the sale of guardianships and from the use of their lands were adminstered by the court of wards and liveries. At the time of Lord Edward's minority Lord Burghley was master of this court, and, in effect, its governor and overseer. The court also heard any lawsuit or claim involving the ward; a lesser duty was the welfare of widows and lunatics. Although he did not buy the earl's guardianship, Lord Edward was placed in Burghley's house for his education;[15] the earl always remained a royal ward. The Queen, as guardian, had the right to nominate Lord Edward's wife; however she had no suitable relative in mind, while it appears that Burghley's daughter, Anne, fell in love with the young earl and determined to marry him. The Queen gave her consent and the ceremony took place in December, 1571.

Several of Lord Edward's estates, including Colne Priory, were held by knight service, which was a pre-condition of wardship. When a minor heir's lands were held in this way, he became a ward and *all* his lands, not just those held by knight service, could then be used by the guardian in whatever way he desired; thus Lord Edward's estates in Essex, Cambridgeshire and Suffolk were used by the Queen to reward the Earl of Leicester. This meant that for the remaining period of Lord Edward's minority, some nine years, Lord Leicester received the income from these estates and administered, through stewards, the local manor courts. Although the total value of this grant was £859, as with the scorpion, the sting was in the tail. At the very end of the sixteen pages detailing the estates came the requirement that £803 annually should be returned to the crown; Leicester received just over £56.[16] Thus the Queen could appear generous, the grant cost her nothing, the ward had no say in the matter and the exchequer benefitted to the tune of £800. It was an elegant system – from the point of view of the crown. It is important to emphasise that the wardship system ran throughout society and was not confined to nobles. Thus, in later years, Lord Edward himself applied for the guardianship of a minor heir whose father had held land from him by knight service.[17]

There is a letter patent which records the re-entry of Lord Edward in 1572 into those of his lands which had been in wardship – income from them was back-dated to his majority.[18] We know, from various pieces of evidence, that this fine remained unpaid until the 1590s and was then settled by others, not the earl. This means that the re-entry in itself was unusual, if not unique, because entry was supposed to follow payment of at least the first installment of the mandatory fine. The circumstance is likely to have been the result of his nobility, his position in the Burghley family and his large income, deemed sufficient to finance the fine from his revenues, when he received them. Until that time the earl was tied in a classic Gordian knot; with only a proportion of his income to call upon he seems to have been unable to pay the fine until he received his other revenues and unable to receive them without paying the fine. Once the court of wards allowed re-entry, so cutting the knot, it could assume

that payment would follow. This did not happen – Lord Edward seems to have been unable even to scrape together sufficient for the first of the ten annual installments by which the fine was payable – and was to lead, in part, to later estate sales, extensions[19] by the court of Lord Edward's lands and eventual payment of the debt by others. We know, from evidence given in the lawsuit, that Colne Priory was extended against the earl's later debts, regranted by the Queen in 1588, probably to allow a crown mortgage, and finally sold; it was later extended again by others against earlier debt.[20] It is significant that as soon as the re-grant was made Lord Edward mortgaged Colne Priory and Castle Hedingham to the Queen for £4,000. It is probable that all these events were linked.

We now need to look at events in Earls Colne. Roger Harlackenden became lord of the manor of Earls Colne in 1584 but he appears to have continued to act as the earl's steward (and, from his own evidence, receiver and surveyor as well) for his other estates for some time after this. Lord Edward was always desperate to raise money and in 1589 he contacted Harlackenden, asking him to ascertain the value of his remaining holdings in and around Earls Colne and to advertise the possible sale among the tenants. It was from Harlackenden's conduct of this commission that the lawsuit arose.

Involved in the sale were the manor and site of Colne Priory, twelve hundred acres of assorted lands, two mills, various other buildings, the advowson of the vicarage of Earls Colne and portions of tithes in Essex, Cambridgeshire and Suffolk. Lord Edward asked Harlackenden to make a general survey, decide on individual values, bargain with the copyholders and tenants and sell everything for the highest possible price. So far everything appears to have proceeded according to the law. Harlackenden duly reported that there was little interest among the copyholders but that he was prepared to buy the site of the monastery, which included Colne House, the manor of Colne Priory and the parsonage of Earls Colne, on behalf of a kinsman, Richard Harlackenden. He forebore to mention that this 'kinsman' was his own second son. For the sale Lord Edward alleged that he received between seven and eight hundred pounds, an amount so obviously far less than the value of the land and rights transferred, particularly when compared with Colne Park which had changed hands at £2,000, that it became the subject of gossip. We have a number of documents relating to Colne Priory, but to attempt an understanding of what really happened we need to look at events some years before the sale. Before we begin that discussion it is important to consider Harlackenden himself.

Although by the sixteenth century there was a distinct difference in status, there was not so much difference in origin between Edward de Vere and Roger Harlackenden as might at first be thought. In 1559 there were sixty-one peers in England, twenty-six of whom had been created since 1529.[21] Lord Edward could claim to be a member of the ancient peerage; his ancestor, Aubrey, came across the English Channel with the Conqueror and the title dated fromHenryI.

Harlackenden's ancestor, William, had also, according to Morant,[22] been on that fateful voyage. He died on 30 April 1081 and was buried in the South chancel of the church at Woodchurch in Kent, later to be known as Harlackenden's Chancel. Morant notes that an epitaph was reported to have been inscribed there, "*Hic jacet Wills Harlackenden Ar. qui ob. 30 die mensis Aprilis 1081.*"[23] However, Morant comments that not only is the custom of epitaphs on private persons at that time open to question, it is certain that Roman, not Arabic numerals would have been used, so it is a reasonable assumption that the epitaph was inscribed at a later date.

Although the Harlackendens are likely to have been an important family in that area of Kent, there are few records of them in the county. If Roger had not removed to Essex we should know very little about his family, although there are some Harlackenden shields and brasses in the church at Woodchurch. According to a memo made in the seventeenth century by his son, Richard, Roger was christened at Warehorne, a village contiguous with Woodchurch, sometime in August, 1541.[24] The reasons for Roger appearing in Essex are obscure, but it may have been because his eldest brother, George, was already settled in the county at Little Yeldham. This is likely to have been in 1579,[25] for Roger was introduced to Lord Edward around this time by Edward Felton, an officer of the earl, as someone suitable to act as his steward; he was then employed in this capacity for the Earls Colne estates. Roger married four times, specialising in widows; this was pragmatic for a third son with little prospect of inheritance, as a well-chosen widow was likely to have been provided for by her first husband. Even Roger's first wife, Elizabeth Hardres, the mother of his four children, was a widow; the Harlackenden and Hardres families had intermarried for several generations. When Roger arrived in Earls Colne his second wife, Elizabeth Blatchenden, had also died, so he was a widower once more. His direct descendants may be traced in Earls Colne for the next hundred years, living in Colne House.

To return to the Colne Priory documents: because we have a series of them we can see that Harlackenden was adopting a strategy towards eventually acquiring this manor around the same time as he was buying up the rest of Earls Colne. Colne Priory had been leased to Richard Kelton on a twenty-one-year lease made by the earl in 1577.[26] Kelton had been an officer of the earl and had relinquished a £20 annuity on the signing of the much more valuable lease. When he died his widow, Jane, then sold the unexpired two-thirds portion of the lease she had been bequeathed to a man called Jeff Gates, but a Thomas Kelton, nephew of Richard, together with an unnamed sister, also had a one-third interest in this lease. It seems that there was more behind Jane's sale of the lease than at first appears. Apparently Harlackenden had been courting her, but because he had only recently come into the village and was not yet well-known there, some of Jane's friends and her brother, Henry Josselin, were concerned about her impending marriage and advised her to transfer her own small land-ownings into their hands in trust until they saw what Harlackenden was like.[27]

The idea behind this, assuming the friends were altruistic and had Jane's interests at heart, was to avoid her possessions falling into her husband's ownership as soon as they married. Once they were married and Jane could see that Harlackenden was able to keep her in a suitable manner, she told her husband what she had done and he proceeded to take steps to get the whole lease into his own hands. As we know what a shrewd man Harlackenden was it is highly likely that his whole strategy had been thought through before he even began his courtship.

Thomas Kelton now relinquished his interest to Harlackenden, for a sum of money.[28] Next, Harlackenden bought out Jeff Gates's interest, so that he was now the sole lease-holder of the priory.[29] At some time prior to 1588 the crown extended Colne Priory, possibly with other estates, for non-payment of debts by Lord Edward. In January, 1588, the earl made a lease of the Priory to Harlackenden but because of the extent the fine of £220 paid by Harlackenden went to the crown, together with the first rent. In June, 1588, the estate was re-granted to Lord Edward. As this was on 8 June, the same day that the Priory was included in a large mortgage by the crown to Lord Edward for £4,000,[30] the two events must be linked; a mortgage is unlikely to have been made on lands currently extended. Thus, following June, 1588, for a few years Lord Edward received the rent. A piece of land called Chiffins was included in the lease but Lord Edward retained Chalkney Wood and all other woods and underwoods and was to pay all the taxes and outgoings on the land and to repair all buildings.[31] A punitive clause was added whereby if the earl defaulted on the charges and taxes then Harlackenden could retain a portion of the rent to pay them. Harlackenden could take sufficient timber for fires and repairing fences, hedges, gates and carts and he could hunt everywhere on the estate except Chalkney Wood. The reason behind the payment of the taxes by the earl was because the estate had been extended, although he remained the nominal owner and lease-granter. Strangely, these taxes also remained unpaid, illustrating the bureaucratic problems experienced by the court of wards and liveries.[32]

The next piece of evidence in this very complex set of events is part of a tripartite indenture between Lord Edward on the one hand, Israel Amyce on the second and Harlackenden, with three other men, Clement Stonard, Richard Hardes and William Harlackenden on the third hand. Amyce was at one time the earl's auditor and may still have been so at this date, Stonard was Harlackenden's son-in-law who acted as his attorney, William was Harlackenden's brother and Hardes was an in-law or cousin, also acting as an attorney. What had happened is quite difficult to deduce, but it appears that Amyce had been declared bankrupt, his goods had then been forfeit to the crown and the Queen had sold his debts to two men, John Drawater, a clerk in Lincoln's Inn, and John Holmes.[33] Both these men were solicitors. Amyce owed £500 to the earl and £300 to Harlackenden, but for what, and under what circumstances the debts were incurred we do not know. Because there is a further tripartite indenture ostensibly referring to Chalkney Wood, made on 20

July 1591[34] we know that in 1583 Lord Edward was bound to Amyce first in the sum of £3,000 and then under statute staple for £4,000, making a total debt of £7,000. Following Amyce's bankruptcy the earl's debt to him had become a crown debt, but this had now been bought by Drawater and Holmes and they were therefore creditors of the earl. At some date between May 1591 and June, 1592, these two men had some of the earl's lands, including the Priory, extended in order to have some recompense for the debts that he now owed them.[35] Then, on 8 June, 1592, for some reason unknown, the crown granted Drawater and Holmes a 100-year lease of the Priory, thus allowing them income against his debt from the earl's land, via Harlackenden's rent. However, this grant lasted for only eight days, as on 16 June Harlackenden paid £200 to the two men to buy them out.[36] As Harlackenden was by this time the owner of the Priory, the lease to them may have been made by the crown to allow them an interest.

However, evidence given by Thomas Hampton in the ensuing lawsuit, reveals another explanation for the involvement of Drawater and Holmes and this illustrates the difficulty of analysing sixteenth-century land transactions. Hampton attested that he had appointed Drawater and Holmes as solicitors to purchase the reversion of Colne Priory from the Queen. Reversions were a late-Elizabethan phenomenon and were granted as a form of patronage. The form was for the person seeking the reversion to obtain royal agreement in a general manner and then to find a specific estate. This reversion appears to have been pursued on behalf of Lord Edward, although, as we shall see, it was eventually granted to two men named Butler and Adams. Thus Drawater and Holmes, who had extended Colne Priory, were busily engaged in pursuance of the reversion grant by the crown for the very person from whom they had extended the estate, a bizarre situation. This was not the end of Harlackenden's troubles with the earl's debts, however, for sometime around 1594 Colne Priory, although purchased legally by Harlackenden and with the interests of others bought out, was again extended, this time by the crown, for non-payment of Lord Edward's debts.[37]

To reiterate, the position of Colne Priory from the mid 1580s was as follows: it had been extended by the crown; re-granted to Lord Edward; mortgaged to the crown and, because the earl's original debt to Amyce been sold on to Drawater and Holmes, they had extended the estate. They had now been granted the lease of Colne Priory, but as Harlackenden had purchased it, their interest had to be bought out. Meanwhile Drawater and Holmes were pursuing the reversion for the earl, which was not successful; the crown then re-extended the Priory for non-payment of debt by the earl. It is not surprising that lawyers were growing rich from extricating their clients from such tangles as these.

Bearing all this complicated background in mind, it is time to look at the actual sale. On 1 February 1592 there was a document confirming that Lord Edward had bargained and sold to Roger Harlackenden and William Stubbing

those lands owned by Colne Priory in Wickham, Cambridgeshire.[38] For this he received a part payment of £45 by the hand of Harlackenden, still acting as his steward. This again was to become contentious.The next document that we have is a covenant made by Lord Edward on 8 February 1592,[39] which is really a recitation of an indenture made a day earlier, which has not survived. By this he confirmed that he was selling Colne Priory to Richard Harlackenden (this is the first mention of Richard, rather than Roger) plus the manor, lordship, rectory and parsonage, together with the advowson of the vicarage of Earls Colne. No sum of money was mentioned, but the transaction included the tithes of Aldham in Essex, Aldham in Suffolk, Lavenham, Suffolk, Sible Hedingham, Maplestead Magna and Parva, Bures and Halstead. These tithes are enumerated because they were to be a bone of contention in the lawsuit. Lord Edward appointed his attorneys, William Tiffyn and William Adams, to enter in his place and in his name to hand over the estate to Harlackenden, in other words to deliver seisin. Now this was important, because livery and seisin could not be delivered where there was a tenant but only the reversion; as the tenant and purchaser were one and the same then this did not apply. Then came the release of their interest in Colne Priory to Roger (note Roger, not Richard) Harlackenden on 16 June 1592 by Drawater and Holmes.[40] This deed was to be examined as late as 1640 in a suit between Aubrey, twentieth earl of Oxford, and a later Harlackenden, and it is possibly due to this that the exemplification, or copy, of it has survived.

In 1592 there was a foot of fine detailing the sale of Colne Priory to Harlackenden by Lord Edward and his wife. This is where interpreting the records becomes difficult, as Emmison has warned.[41] If Kissock is correct in saying that the foot of fine was a copy of the bargain and sale then the purchase price should have been £200.[42] However, this cannot be so. It may be a simple error in transcription, or the foot of fine in this instance was not a copy of the bargain and sale, and the consideration may indeed be fictitious.

We then have a series of receipts for money in part payment for Colne Priory. The first is dated 10 February 1592 and was for £315, which at once makes nonsense of the amount mentioned in the foot of fine.[43] Attached to this by a pin was a further note, in the hand of Harlackenden, dated two days later, that money (amount unstated) was paid to Mr [Thomas] Hampton for Lord Edward "by the hand of my son Stonard I lay sick then at my lodgings without Aldersgate."[44] This document was not made available as evidence in the lawsuit but it will be referred to later, as it had a bearing on the evidence given. Then, on 10 March, there was an acknowledgment by Lord Edward that he received from Richard Harlackenden by Clement Stonard the sum of £220.[45] Whether this is the amount referred to in Roger Harlackenden's handwritten note or a further installment it is impossible to know. On 21 March there was a further acknowledgment of £190[46], another on 25 March for £30[47], a further on 30 March which also mentioned the £65 paid as being partly for Wickham,[48] and a final payment of £80 on 6 April, which acknowledged full payment for

Colne Priory and Wickham.[49] Thus, as far as we can deduce from actual sums stated, Lord Edward received a total of £900 for Colne Priory and Wickham. Without knowing what was actually charged for Wickham it is difficult to know the purchase price of Colne Priory, but this series of receipts does make the £700 referred to by the earl in the lawsuit as the sum he received for Colne Priory feasible.

However, there was yet another complication. In spite of the reversion being sought by Lord Edward, by Letters Patent dated 14 April 1592 (recited in a further document)[50] the Queen, for reason unknown, granted it to Theophilus Adams and Thomas Butler. Now Adams and Butler were two hunters after concealed lands; as Colne Priory was very unlikely to have been concealed their request for the grant was probably to give them an interest in the estate which would have to be bought out by the eventual purchaser so that he had good title. Butler was described as being of "Gray's Inn, Middlesex, gent." and so was likely to have been a lawyer. These 'hunters' worked in pairs but Colne Priory is unusual in that Adams and Butler were associated; Adams was usually the hunter and worked with men other than Butler. By the 1590s hunters were keen to get their hands on any estate, especially of monastic descent, with either real or pretended defects of title so that the purchaser could be persuaded to part with as much money as possible to achieve a good title.[51]

A further document dated 8 May 1592[52] recites that Amyce, Drawater and Holmes assigned Colne Priory to Richard Harlackenden, with a warranty and discharge by Lord Edward. On 9 February that year Richard Harlackenden and Edward Hubert had made a covenant to Richard's brother, Thomas, of everything that Richard was buying, except certain lands which were noted. All these latter were to go to Richard's male heirs by Margaret Hubert, daughter of Edward Hubert, Lord Edward's receiver-general, whom he was about to marry. Bearing in mind the complications of the ownership of Colne Priory, it is not surprising that the Harlackendens went to such lengths to prove their title. The marriage link between the Harlackendens and Huberts also illustrates the connection between Lord Edward's two officers.[53]

Harlackenden's purchase was concluded in 1592 and by March 1593 Lord Edward considered that he had had a raw deal. Although a good deal of Chancery material has been mislaid, it is still possible to piece together the various actions of the Oxford and Harlackenden families from later lawsuits which refer to earlier actions, the records of which have either not survived at all, or only in part. One of the latter was a lawsuit of 1594, of which we have only the interrogatories posed on behalf of Lord Edward. However, in 1608, under a Bill of Revivor begun in 1607 by Henry, Eighteenth Earl of Oxford, three years after his father's death, the whole matter of the land sale was rehashed, and from this we have a good idea of what happened fifteen years earlier.

Sometime in 1593 or 1594 the earl entered a bill of complaint to which Harlackenden replied, but his reply was judged "imperfect and insufficient"[54]

so one of the Masters of the Rolls, Mr D. Lewen, was asked for his opinion.[55] What this opinion was, or if it was ever given, is not known and the earl then entered a second bill of complaint, to which Harlackenden must have replied satisfactorily, for Lord Edward's answer to this reply survives but is formulaic only. For some reason unknown the suit did not come before the court again until 1598 when the earl put in a further bill of complaint which is probably similar in content to the original bills. During this period between 1594 and 1598 Harlackenden was fighting other lawsuits with his tenants, mainly on issues of title in which the question of his probity also arose. In the further bill Lord Edward alleged that his steward betrayed his trust in three ways. First, he did not offer the land to the appropriate copyholders and tenants according to the commission entrusted to him. Second, he spread rumours among the tenants discrediting the earl's title to the lands, thus making even those who would have bought nervous of the purchase. Third, he estimated the total annual value at £35 and suggested twenty years' rent as a fair purchase price. In case Lord Edward made further enquiries about the value it was alleged that Harlackenden bribed one of the earl's servants with £200 to "concur with him in the report of the value and to persuade the earl of the honesty and dutiful service of the said Roger Harlackenden".[56] Accordingly, Lord Edward, trusting his steward, agreed to a sale for £700. Finally, to cover what he had done Harlackenden drew up the deed of sale in the name of his son, Richard. The earl further complained that the lands covered in the original verbal agreement were not listed in detail and that Harlackenden had inserted in the written Bill of Sale "general ways"[57] whereby all the lands that the earl wanted to sell were included. Lord Edward attested that he had never intended these latter lands to be conveyed with the rest. He had now taken further advice on the purchase price he should have demanded and he assessed the annual rental value of the manor and parsonage as £400 and the leases as £60, making a total worth, if sold, of £3,000. It is difficult to see how this figure was arrived at as it still appears an undervaluation if the twenty years' rent assessment is used: this would have made a sale value of £9,200, (£400 plus £60, multiplied by 20 years). Moreover, at £400 Colne Priory would have been the most valuable of Lord Edward's properties, which seems unlikely, bearing in mind that they had included Castle Hedingham and Castle Camps. Eight of the nine surviving documents relating to the sale of Colne Priory have been examined above and the ninth document will be considered below, with the evidence of Edmund Felton.

During the lawsuit of 1594, with its partially surviving records, one of Lord Edward's servants, twenty-two year old Barnaby Worthy, gave some damning evidence against Harlackenden regarding his alleged bribery of another of the earl's servants, Edmund Felton.[58] Unfortunately, when it was read over to him he had second thoughts and asked to be allowed to change it. This was a grave matter and the issue was passed to the Master of the Rolls to resolve but if his opinion was ever given it has not been found. If Worthy's evidence, that Harlackenden, to ensure Felton's agreement to undervalue the lands, "did pay

unto the said Edmund Felton the sum of 52li [pounds sterling] or thereabouts at a linen draper's shop in Lambard [sic] street London about xmas last was a year"[59] was eventually allowed to stand, it appears to prove that Harlackenden was guilty of bribery. Had a document not surfaced recently at the Huntington Library we should not know that there was even more behind this recantation than appears from the note to the Lord Keeper of the Great Seal of England.[60] A reading of the re-interrogation is illuminating. Worthy, by his own admission an unlettered man, had obviously been thoroughly frightened when brought to a realisation of what he had testified and the possible repercussions on himself, but it is the way this realisation was brought home to him that is so interesting. The examiner, Mr Nicolson, who had taken the original depositions, made no trouble about deleting Worthy's answer to the second interrogatory, in which he had said that Felton was working on the earl's behalf to effect the suit, that is, to progress the sale. When Worthy also wanted his answer to the ninth question deleted, saying now that although Felton had been paid the £52 he (Worthy) did not know what the money was for, Nicolson became exasperated and said he might as well "strike out the whole examination." It appears that Worthy had been closely questioned about any possible 'warning-off' by Harlackenden or his agent by the earl's solicitor, Simon Ives, and he protested that nothing like this had happened. However, poor Worthy was either gullible or a good liar, for he then affirmed that he had only told one person about his testimony and it was that man, who was named Prince and came from Kings Weston in Somerset, who had pointed out that "it was good for him to take heed what he had done and if he had set down said anything untruly to cause it to be amended lest trouble might grow of it." The fact that the man gave his surname only and said that his village was in a county distant from Essex and London was an artistic touch in what we may fairly take to have been a warning by the Harlackenden faction.

However, the evidence of Nicholas Bleake and David Wilkins was equally damning and they had no second thoughts. Not only would Bleake willingly have bought his leased land if it had been offered to him, he thought other tenants would have done the same. Wilkins had talked to Felton about the proposed sale and Felton had tried to persuade him to put in an offer because "there was a great pennyworth to he had...".[61] However, Wilkins was suspicious of the deal and said that he only wanted to buy "as a stranger would"[62] because the dealings "would come in question another day"[63] To this Felton replied that no questions would be asked because Harlackenden had the earl's commission to effect the sale. Simon Ives, the earl's attorney and son-in-law of Bleake, confirmed Bleake's comments and further deposed that the earl had told him that Harlackenden had said he would reconvey the lands to him at the original purchase price if he were dissatisfied. Bleake was also a servant of Lord Edward and had bought a small piece of land from him in 1584.[64] He had held about sixty acres of land belonging to Colne Priory as a copyholder, for which he paid the earl a yearly rent of seven nobles (£2 6s 8d) but he thought

the land was worth nearly £20 per annum. Ives, when questioned, said he was not a copyholder but held some lands which were all part of Colne Priory by grant from his father-in-law. There were about seventy acres in all and they were let to a man called Brock for £20 a year, although Bleake leased them from the earl for a yearly rent of £2. Several factors arise from this evidence. First, it lends credence to Lord Edward's claim that he had been cheated; second, it appears that the earl had been badly served by Harlackenden as a steward, as he had not increased the rents to market value and third, it illustrates the complex levels of sub-letting parcels of land.

Thomas Hampton, the earl's London attorney, deposed that in 1592 he had, on behalf of Lord Edward, appointed Drawater and Harlackenden as solicitors to purchase the reversion of the lands from Queen Elizabeth. This appears to bear out Harlackenden's contention that the lands were encumbered and his later confirmation that he had paid money to buy out the reversion. However, this was all in 1592, and we know that it was in 1591 that Drawater and Holmes already had an interest in the estate *via* the outlawry of Israel Amyce. John Drawater then confided to Hampton that Harlackenden "had dealt ill with him and had broken his faithful promises"[65] by which Hampton understood that Harlackenden had agreed with Drawater that they would jointly purchase Colne Priory. When Drawater discovered that Harlackenden had acted unilaterally and bought all the land in his son's name there was a classic example of thieves falling out. He advised Hampton to report the matter to the Lord Treasurer, Lord Burghley, so that Lord Edward "should not be cosined or defeated of his lands for trifles".[66] Burghley could "stay the passage of the reversion by her majesty..."[67] and thus block the proposed sale. Hampton had then summoned both Harlackenden and Felton to his house in Blackfriars and accused them of conspiring to break the earl's trust. He warned them that he was about to inform Lord Burghley of the matter whereupon Harlackenden protested that he had only bought some land in his son's name to encourage others to buy. He assured Hampton that he was willing to reconvey the lands to Edward and on this assurance Hampton agreed not to approach the Lord Treasurer.

At this point Harlackenden seems to have felt that he must justify himself to Lord Burghley in case Hampton went back on his word and approached him behind Harlackenden's back. He had an opportunity to write to the court of wards because, coincidentally, during these middle years of the decade the Oxford estate purchasers were combining to pay off the earl's debt to the crown. Harlackenden's petition, which is in the form of a letter, clarifies the position somewhat and we need to examine this.[68] In 1574 Lord Edward had made a twenty-one-year lease of Colne Park to two men named Barfoot and Luter, for which he received £80 in rent. The earl then sold Barfoot and Luter some eleven hundred trees in the park, while at the same time he made a twenty-one-year lease of Hall Meadow, part of the park, for £12 rent. Then Harlackenden bought Colne Park for £2,000 and the manor of Earls Colne for £500. Compounding

with Hugh Vere (the earl's cousin) for the title cost £150, plus legal fees; he had paid £123 as his contribution towards the earl's debt to the crown and was to pay a further £63. The enclosing of the park had been badly done and repairing this had cost at least another £100. This, then, was the 'pennyworth' he had bought from the earl. Further, to finance his purchases Harlackenden had sold land worth £66 13s 4d yearly, losing £500 on the sale; the rest of the money he was taking up at ten per cent interest. Moreover, the lease of Colne Priory had been re-possessed by the court of wards towards a bond made by Lord Edward (most probably one of the bonds for £6,000 each he had given to Lord Darcy and William Waldegrave).[69] Harlackenden wanted to explain about this lease. It had indeed been made in 1577 to Richard Kelton for twenty-one years for £100 entry fine and for Kelton surrendering his annuity of £20 for life as we have seen. (This seems to have been one of the few shrewd, or lucky, transactions made by the earl for ready money; Kelton was dead by 1580). Harlackenden then protested that since the lease came to him by marriage with Jane Kelton it had cost him about £400 in building and repairs, plus the cost of clearing moor and planting it with hops, which cost a further £200. In fact, Harlackenden was being economical with the truth here; the lease had not come to him by marriage for, as we have seen, Harlackenden had bought out Gates and Thomas Kelton. Harlackenden ended his petition with an offer to re-convey Colne Priory to Lord Edward. He appears to have been suffering from the effect of the inevitable gossip the lawsuits must have given rise to in Earls Colne for he craved Lord Burghley to prove his innocence and then his "malicious adversaries [shall] blush at their lewd dealings for their misrespect". Whether this letter had an effect we do not know. It is likely that Lord Burghley knew as well as Harlackenden did that it was pointless to offer a re-conveyance; Lord Edward had no money and Harlackenden was on perfectly safe ground. The Barfoot and Luter reference was not quite accurate either; there was a quartet of men involved. From the issue of timber in the park and some ensuing violence when it was sawn and removed came an incident which was only resolved by a lawsuit. This was reported as 'Harlackenden's Case' in Coke's *Reports*[70] and set a precedent for several hundred years.

Nothing more is known of this lawsuit and the mills of Chancery ground slowly on until 15 February 1598 when there is a long and complicated entry in the Chancery 'A' book (the records of proceedings) to the effect that the court, having perused the indenture of purchase, considered that it was drawn "naughtily and fraudulently"[71]. On the question of tithes on certain of the lands the court directed that the earl should receive them unless Harlackenden could show any further evidence why he should not. On the issues of bribery of Felton and complicity with Drawater the court declined to judge but ordered that briefs of proof could be provided by both parties and the opinion of "some of the lords chief justices"[72] would be sought. Then, on May 10 1598 Harlackenden was given seven days to answer "or else an attachment is awarded against him".[73] On December 20 1598 an attorney appeared before the Lord Keeper on behalf

of Roger Harlackenden and complained that four witnesses examined for Lord Edward had vanished before the defendant could interrogate them.[74] Then in October 1598 it appears that Harlackenden and others were again given a week to answer the Earl of Oxford's complaint, or else an attachment would be awarded against them, and in February 1599 permission to examine the earl's witnesses was granted to Harlackenden's counsel. In May 1599, although the matter was "fully heard and long debated by the counsel learned on both parts"[75] the court again declined to give a judgment, but both parties were ordered to prepare short briefs to be examined by the opposing party after which the Lord Keeper would consider the matter. As there are further examinations of witnesses in 1600 it must be assumed that this was the course of events.

The prime issue now was that Harlackenden had promised to reconvey the lands if Lord Edward were not satisfied. Robert Crowe, a yeoman of Earls Colne, was actually one of Harlackenden's men and it is significant of the unease about his master current in the village that he was prepared to depose on behalf of the earl. He knew of the sale and had heard Harlackenden say that Lord Edward could have the lands back for the original price plus "reasonable allowance for his forbearing".[76] Harlackenden had said he could make such promises because the earl "will never pay the money again",[77] which appears to illustrate that Harlackenden was very well aware of the earl's financial situation and had taken advantage of it. Crowe added that he had heard Lord Burghley say in an earlier suit in the court of wards that Roger Harlackenden "had bought Robin Hood's Pennyworth of the Earl of Oxford".[78] Harlackenden had replied that he was one of the last purchasers and therefore "had his bargain dearer",[79] but the earl could have his lands back if he wished.

Samuel Cockerell's evidence was in respect of a meeting he had had with Robert Partridge in Colchester. Partridge, whose wife Rose was engaged in another suit against the Harlackendens, had been gossiping to one of Harlackenden's men about Hampton. On being told that he might know something beneficial to the earl this man had replied, "Good lord whom should a man trust these hands paid Hampton 100 li"[pounds sterling].[80] This seems to indicate that Hampton was also involved in the chicanery and was committing perjury with his evidence. Certainly Lord Edward felt that Hampton had abused his trust in dealings with the money-lender, Thomas Skinner, to which he referred in a letter of the 1590s.[81]

Arthur Mundley of Halstead confirmed that Roger Harlackenden effected the sale of the Oxford estates to Richard Harlackenden without the earl being aware that Richard was Roger's son. At the time of the sale Mundley worked as a clerk for John Drawater, who had told Mundley that Harlackenden had assured him that he would reconvey if necessary at the original purchase price plus something for the inconvenience and that he himself had bought the earl's manor of Inglesthorpe via Harlackenden on the same conditions. This contention is strange as there are references to Inglesthorpe in both the Feet of Fines and Morant: they conflict with each other and with Mundley's evidence.[82]

According to Mundley,[83] Drawater said that he had helped the earl to procure the reversion of the lease of Colne Priory from the Queen and in return he had bought Inglesthorpe cheap, with the money going to servants of the earl, as he thought.

Roger Harlackenden died on January 26 1603 and Lord Edward on June 24 1604. It is only through Richard Harlackenden's reply on behalf of his late father in a Bill of Revivor of 1608 that the result of this earlier suit is known. He said that summaries were made and considered by the Lord Keeper but that Lord Edward did not think it worth proceeding in his lifetime as he was advised that he had no hope of prevailing on the court. This is sad, for the eventual verdict of the court was unequivocal. The judges decided that Roger Harlackenden had conspired with two of the earl's servants, Felton and Drawater, to persuade Lord Edward of the low value of the lands, had conveyed them to himself contrary to the "intents and meaning of the said plaintiff"[84] and promised to reassure them if Lord Edward so wished. Richard Harlackenden then offered to recover the lands and reconvey them to the same persons (presumably the original tenants) "discharged of all encumbrance done by them".[85] Sir Thomas Egerton[86] judged that the Harlackendens had not proved that the tithes were of Colne Priory and that the earl and his heirs were to "enjoy the farm of Plaistow and the tithes of the said seven towns without let or interruption of the defendants..."[87] until the Harlackendens could show in court better evidence than they had. Regarding the reassurance of the lands to Lord Edward and the sale for a lower value than the lands were worth Sir Thomas ordered that the parties to the suit could formulate new briefs, present them to court and the Lord Chief Justices could decide how the court could recompense the Oxfords.

In the Bill of Revivor the land sale was rehashed with Lord Edward's son, Lord Henry, now accusing Roger Harlackenden's son, Richard, of "fraudulent, covetous and greedy intention touching himself".[88] He contended that Roger Harlackenden had conspired with others to obtain more of the Earl's land "for very small sumes of money, not amounting to a quarter of the value".[89] It was now left to Richard to vindicate his father's honour.

Richard began his answer to these serious charges of fraud by recapitulating Roger's original reply. He explained the use of Felton in the following way. Roger had paid a deposit of £300 on the land but was then taken ill, so, feeling that he would be unable to travel to the earl, he used Lord Edward's servant, Felton, to go in his place and paid him £20 for his pains. As we know from the *aide-mémoire* Roger Harlackenden had pinned to a receipt this was not quite true. According to this he was taken ill and he did pay off an installment of the purchase price, but it was given to Thomas Hampton by Clement Stonard and Felton was not involved at all.[90] This casts doubt on he veracity of the evidence, for the balance of probability is that Richard had seen his father's note. With the knowledge of Worthy's testimony and the circumstances of the recantation it is obvious why Harlackenden had to insert into his evidence the use of Felton

and the reward to him in case Worthy's original deposition stood. As the note in Harlackenden's hand (from which we know that it was Stonard, who acted as messenger when Harlackenden was sick) was a private *aide-memoire* to himself, he would have known that there was no chance of the court seeing it. Richard then deposed that, in all, the deal had cost his father £900, taking into account the other sums he had had to lay out. This rather gives the lie to the evidence that the purchaser was actually Richard, rather than Roger Harlackenden, although Richard had an explanation for this. He said that his father had bought the lands in his, Richard's, name partly because Roger already had a lease on some of the lands, but this does not make sense as a reason because several of the earl's estates were sold to sitting tenants. Richard implied that the earl had agreed to the sale and to its terms and conditions. He affirmed that the earl had been advised that he would not get redress and he "did forbear any further proceedings thereunto during his lifetime".[91] For some reason unknown the sale issue was never pressed again, although a decree under seal was procured for the farm of Plaistow and the tithes, part of the matter debated.

The end of this 1608 lawsuit appears from another between Harlackenden and a man called Coppinger when reference was made to both the 1599 and the 1608 suits. Richard Harlackenden deposed that the latter "continuing many years very chargeable and troublesome both to the said earl and your orator ... [it was] by consent of both parties dismissed as by order of this court...."[92] It appears that the young earl, his mother and Harlackenden, growing older, decided to abandon the issue.

As a side-issue in the lawsuit, interrogatories concerning the title of lord great chamberlain *inter alia*, were administered to Edward Hubert, Hugh Beeston, Israel Amyce, Roger Harlackenden, Thomas Hampton and Nicholas Bleake, all one-time officers to Lord Edward and all, with the exception of Hampton and Beeston, beneficiaries of the sale of his estates.[93] Lord Edward had always been careless with his records and in 1569 someone, possibly Burghley, had thought their location sufficiently important to write it down. At this time they were divided between chests and cupboards in Hedingham castle and the de Vere house at Colne, all locked and sealed with the seals of various interested parties.[94] We can only assume that this record had, itself, been mislaid.

In the lawsuit it was Hampton who had the most crucial first-hand evidence of the survival into the sixteenth century of documents detailing the Oxford family's title to the office of lord great chamberlain. He attested that he had seen a charter of this office bearing the date of Henry I and the name of Aubrey de Vere and an exemplification from the time of Richard II.[95] Next, Amyce was asked a similar set of questions. He went into even more detail than had Hampton, for he recounted a visit paid by himself and Serjeant Bramthwaite (probably Richard Branthwaite, who had that office and was also an Oxford purchaser) and some others, all appointed by the earl to go to Castle Hedingham

and look for his evidences. When they found them they were to deliver them to Thomas Skinner and Roger Townshend, again, all purchasers. Amyce's evidence is convincing enough. He said that all the men searched, one assumes in a muniment room, and that he found, "lying under foot among the dust divers writings concerning the office of great chamberlain of England...".[96] He then reported this to the earl who told him to keep the documents in his own custody, which he did until the earl commanded him to deliver them to Thomas Hampton, whom, he thought, took them on to Lord Burghley.[97]

It seems strange that Hampton should not remember having the documents delivered to him and then transferring them to Lord Burghley. Confusion is further confounded by the evidence of Harlackenden, the only other deposition to survive, those of Hubert, Beeston and Bleake being frustratingly lost. The parchment containing Harlackenden's deposition is slightly damaged, but not sufficiently to erase the sense. He acknowledged that he had some evidences in his possession concerning the estates he had purchased from the earl of Oxford but, as he did not keep all his documents in one place, he could not say exactly where they were, but he thought that he did have something appertaining to the office of lord great chamberlain. He was quite willing at any time to deliver this up, provided he received a receipt.[98] It is difficult to see how he was going to manage this, given that he had admitted that he did not know exactly where his important papers were. Sadly, no more is known of this lawsuit, or whether the documents were ever produced. That he did have some papers not belonging to him is confirmed by his own evidence in a lawsuit he instigated against John Bowser in 1594.[99] In the course of this he attested that as a result of his purchase of Colne Priory "there came into his hands... divers deeds and evidences about it and other lands and tenements which belonged to the earl of Oxford." Whether there was anything among these pertaining to the lord great chamberlainship we shall probably never know.

There were some proceedings between Harlackenden and a Samuel Cockerell in November 1597, which were considered at the time to pertain to the lawsuits between Harlackenden and de Vere. Because missing documents are mentioned the issues may also have touched on the evidence for the office of lord great chamberlain. A plea was made to Sir Thomas Egerton by Harlackenden alleging that Cockerell, whose father had been steward to the sixteenth earl, had inherited many documents relating to the manors of Earls Colne and Colne Priory. These documents now rightly belonged to Harlackenden and he wanted them. Moreover, Cockerell had not only shown portions of documents to tenants, he had given them relevant copies of extracts. Harlackenden declared that "controversies and debates have grown and risen"[100] and he requested a *sub-poena* commanding Cockerell to produce these documents. In January 1598 Cockerell agreed that he had the documents referred to and mentioned the simultaneous suit between Harlackenden and Lord Edward. He deposed that because of certain "sinister practices"[101] of Harlackenden and also because of the lawsuit he had been warned by one of the earl's servants not

to deliver to court any documents at that stage; he blamed this servant for giving copies to tenants. Now this evidence from Harlackenden, that Cockerell had many of his documents, is at odds with the deposition that he made over the issue of the lord great chamberlain because he had then said that although he kept his evidences in different places he was prepared to produce them if the court wished. It is possible that the lawsuit with Cockerell was instigated because the court did so wish and he was unwilling to comply. Cockerell was ordered to deliver the documents to court and on November 8 he accordingly did so "in a black buckram bag sealed with a seal engraved with a chevron and three cockerells heads in an escutcheon...".[102] It is unfortunate that this bag has not yet been found, as without further knowledge of the lawsuits it is not possible to even guess at what the bag contained.

This was not the only litigation in which Harlackenden's probity was called into question. The deteriorating relationship between Lord Edward and Roger Harlackenden during the whole decade of the 1590s is reflected in various proceedings, some of which refer to the Oxford/Harlackenden suit, whose genesis was the village of Earls Colne. One of the most damning, most complicated and long-lasting (well into the second generations of both litigants' families) was the complaint of Rose Partridge against Roger Harlackenden. The issue is too long and complex to analyse here but her claim was that an entry in the court rolls of the manor of Earls Colne in 1589 was a forgery; it was a very serious charge, for it challenged Roger Harlackenden's conduct of his court, his ethics and effectively claimed that his witnesses had committed perjury. The proceedings were long and protracted and outlasted Roger's life so that Richard had again to answer on his father's behalf. Because she needed to cast as much doubt as possible on Harlackenden's probity she called witnesses to attest to other examples of false entries in the rolls, producing her own copy of the court roll entry to prove that it differed from the official one and thus support her specific charge. Witnesses were asked about the authenticity of signatures in the copy and there was some difference of opinion between them. When she first accused Harlackenden, Rose, a widow of very robust character, told him, "now you have gotten Naboth's vineyard".[103] In reply to a question about other forgeries there was some evidence in Rose's favour, particularly from Robert Parker who detailed a forgery affecting himself. He claimed that the first part of the relevant entry was correct but that the following section concerning his surrender was false. He said that at a later court William Wiseman, the then steward, on discovering the forgery was "very much grieved thereat and to pity the case and taking Robert Parker by the hand said 'alas poor man I am sorry for thee, thou art nearly cheated and cosined of thy land'"[104].

As if this evidence were not damning enough reference was now made to a previous suit between Richard Harlackenden and Henry Abbott concerning rights to cut down trees on copyhold land. This had been heard at the Court of Common Pleas where Harlackenden had been ordered to produce relevant court rolls. Abbot, Ives and Parker now gave positive evidence for Rose of the

proceedings at this trial at which the judge "viewed and perused [the court rolls] and when he had considered of them he cast them away and said that the rolls were nought and nothing worth, utterly disallowing of them"[105].

Simon Ive then deposed that he had been present at an earlier suit between Richard Harlackenden and Henry Abbott when Abbott had been sued for trespass. The judge had examined court rolls of the manor of Earls Colne and had "espied a rasure or interlining" and had said that it was not fit that Harlackenden should keep the court rolls himself, but "some honest learned steward being a man of worth and credit...".[106] All in all this evidence illustrates that there had been some corruption and collusion in the keeping of the court rolls and that this had certainly become the subject of much gossip and unease in Earls Colne.

The dissipation of the Oxford estates in Essex and, particularly, in the village of Earls Colne was one event in a long line of upsetting issues for the villagers during the sixteenth century. First had come the reformation and the dissolution of their local Priory, followed by the counter-reformation and then the change of lord of the manor from the earls of Oxford to Lord Leicester, during Lord Edward's minority. Although from a twentieth-century viewpoint this may seem a small matter, in the sixteenth century the local lord of the manor and particularly his court, had a great impact on the life of the village. It was extremely important that the courts and the records were carefully and honestly kept, because these records were the only title to their land that copyholders and lease-holders had. Now the Oxford family had been lords of the manor 'time out of mind'; they were 'known' and generally trusted. Their stewards and bailiffs were local men, usually from successive generations of the same families; they knew that it was in everyone's interest to have clear, honest records, with as few disputes as possible, because these were expensive and time-consuming. Then, in the 1580s, following all the upsets of the previous fifty years, there came a new landowner, Harlackenden, who probably was seen by villagers as a stranger and an upstart. To begin with, he was not of the Oxford family and not noble; although gentry, his antecedents were little known in the locality, hence the concern over Jane Kelton's marriage. Moreover, he was of the puritan persuasion and was several times presented to the church court for non-appearance at church services. No wonder there was gossip and concern about his record-keeping and the probity of his local courts. The villagers now had a remedy for perceived abuse of local power, however, in access to the Queen's courts. They could sue Harlackenden and sue him they did although, as in Rose Partridge's case, she was illiterate and unprotected. The events in Earls Colne are a perfect example of the questioning of authority that was taking place at the end of the sixteenth century, something that Bacon described as the 'strife of two tides'.

It is difficult to ascertain exactly what the earl hoped to achieve by his lawsuit. He was trained in the law, so he would have known the possibilities. The best outcome for him would have been a return to the *status quo* prior to

the sale of Colne Priory, but this would not have been possible without a similar return of the money received. Harlackenden seems to have offered to re-sell; he was perfectly safe as he knew that the earl did not have the necessary resources. Lord Edward was also aware of this and it is for this reason that his initiation of proceedings seems to have been badly advised. Even had Harlackenden been proved totally untrustworthy (as he partially was) he would not have been forced out of Colne Priory for nothing. The suit was a civil one between two individuals and not comparable to charges of treason, for example, where the estates and chattels of those found guilty were forfeit to the crown. The dispute also came at a bad time for Lord Edward. He was fighting several other issues, he was deeply in debt, his lands were being extended by the crown for non-payment of fines many years old. It is no wonder that he took a young, rich, second wife. In spite of her injection of capital into the Oxford household the earl himself continued his decline, divesting himself of virtually all his estates and dying, intestate[107], owning property worth about £20 annually. The only advantage that the Oxfords received from the suit was the retention of tithes, which they still received at the earl's death and beyond. Harlackenden, in contrast, does not appear to have suffered at all by his mauling in the courts, even while it was continuing. As steward, he seems not to have raised rents for his employer; in this respect we could say that he was guilty of a sin of omission. The court certainly ruled that he was guilty of at least sharp practice by his actions over the sale of Colne Priory but this does not seem to have affected his life. Indeed, Lord Burghley took Harlackenden under his wing and appointed him steward of the Hedingham manor, a responsible and prestigious position.[108] Indeed, it is even possible that the letter to the court of wards in which he vindicated his actions was actually suggested by the wily Burghley, to acquaint others with the facts. He continued to act as a Justice of the Peace on the Essex bench so his probity was not questioned nationally. That Burghley was his patron is obvious from a letter written by him to support Harlackenden in a dispute with the county over the repair of Colne bridge.[109] Descendants of the family retained Colne Priory over the next hundred years.

We have looked briefly at the office of lord great chamberlain. Lord Edward retained this office during his lifetime but there was a dispute between Robert, nineteenth earl of Oxford and Lord Willoughby d'Eresby, the son of Lord Edward's sister, Mary. The judge at the hearing made a pronouncement which could be taken as an epitaph on Lord Edward, whose sad dissipation of his estates heralded the downfall of his line:

> "time hath his revolutions; there must be a period and an end to all things temporal ... an end of names and dignities and whatever is terrene, and why not of De Vere? And yet let the name and dignity of De Vere stand so long as it pleaseth God." [110]

Abbreviations

B.L. British Library
P.R.O. Public Record Office, Kew.
E.R.O. Essex Record Office, Chelmsford and Colchester.

Glossary

Advowson: the right of presentation (of a vicar) to a benefice or living (of a church).

Bill of Complaint: A petition addressed to the Lord Chancellor by plaintiff requesting grant of a subpoena; the first pleading of his case.

Bill of Revivor: A petition to revive a suit which had expired because of the death of a party or some other eventuality.

Copyholder: Tenant of land holding it by copy of the local manor court roll. (The lord of the manor held one copy, the tenant another; this was the right by which the tenant held the land). The copy could be produced in court as evidence of title.

Dedimus potestatem: A commission authorizing persons to perform official acts, notably with respect to taking the defendant's answer and conducting examinations away from London and its environs.

Depositions: The testimony of a witness on oath, taken down in secrecy before an Examiner or commissioners under dedimus potestatem, in response to written interrogatories.

Exemplification: Certified and official copy of a document.

Foot of fine: The foot of fine was, literally, the foot, or bottom of the tripartite indenture detailing a sale of land. There is some divergence of opinion on it always being a copy of the final accord, or agreement, to the sale.

Impropriate tithes: Tithes placed in lay hands.

Indenture: The legal record of a transaction; a tripartite indenture was a three-part document. The record was copied three times; two copies were made side by side and the third across the bottom of the parchment.The

document was then cut into three with each party holding a copy and the third remaining as the court record.

Interrogatories: Written questions to elicit testimony put to witnesses and answered by depositions.

Knight service: The feudal system whereby nobles gave service to the monarch for 40 days a year in the field in return for a grant of land(s). This was also not confined to nobles, as they, in turn, granted land by knight service to their servants. By the 16th century most knight service had been commuted to sums of money. It was this system that gave rise to wardship, hence wardship only arose where land was held by knight service.

Leaseholder: Tenant holding land from the owner by virtue of a legal lease, for a number of years, often 21, or for a term of lives (usually 3 lives).

Plea: Introduction by a defendant of a point of law which was not evident from the contents of the bill of complaint but which, if established, meant that the defendant need not answer the bill.

Publication: That stage in proceedings, before a hearing, when all depositions of witnesses on both sides in a Chancery suit were open for perusal and copies by the parties.

Rejoinder: Second pleading of a defendant's case and made in response to the plaintiff's replication.

Replication: Second pleading of a plaintiff's case and made in response to the defendant's answer.

Reversion of a lease: That part of an estate which remains after the determination of the estate and which falls into the possession of the original grantor or his representative.

Subpoena: Initial process of Chancery requiring under pain that the defendant appear.

To extend an estate: To take possession of by writ of extension; to levy upon. Also valued; seized upon and held in satisfaction of a debt.

Wardship: The system whereby a minor heir was in the care of a guardian until he reached the age of 21. The guardian looked after the estates and could arrange the marriage of the heir. Wardships were bought and sold; the

court of wards and liveries oversaw the general administration and the welfare of wards. The system was not confined to nobles but ran throughout society.

Source: Jones, W.J., *The Elizabethan Court of Chancery*, Oxford, 1967, p.499 and the Shorter O.E.D.

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Endnotes

1 Robin Hood's Pennyworth meant selling something at half its value. (Brewer's *Dictionary of Phrase and Fable*).

2 Ward, B.M., *The Seventeenth Earl of Oxford 1550–1604 from contemporary documents*, London, 1928.

3 The former Sir William Cecil, elevated as Baron Burghley in 1571.

4 BL Lansdowne MSS 68, ff.23–28.

5 BL Harleian MSS 6991, ff. 9–10.

6 Hale, 1971:pp. 30–31.

7 I am grateful to Prof. Alan Macfarlane of King's College, Cambridge, for this description of Westminster Hall and for that of Earls Colne, which follows.

8 E.R.O. D/DPr 110.

9 Morant, P. *The History and Antiquities of the County of Essex*, vols I

and II, London, 1763–68,
quoting Dugdale, vol. I, p. 213.

10 *Ibid.*

11 The Rev. Philip Morant, who wrote a history of Essex in the mid-eighteenth century. He was a cleric and antiquarian, typical of several of his age.

12 Patent 28, Henry VIII.

13 P.R.O. SP 12/31. This was not deducted from the demand for three years' rent made in February, 1566 to Robert Christmas, of £198. (SP 15/13).

14 Knight service implied the liability of the grantee to serve the monarch (or the local lord, in the case of non-nobles) for forty days in the field; in many cases it had already been compounded to a sum of money. The system permeated society but in the case of a noble minor, the guardian was the sovereign. Other, less important, minors had their guardianship sold for revenue by the crown and such guardianships were eagerly competed for. One of the advantages was the right to nominate the marriage partner of the heir; very often the guardian married him or her off to his own child or close relative.

15 Lord Burghley's 'school' at Cecil House in London, was well-known and eagerly sought-after by young nobles for the excellence of its education.

16 P.R.O. WARD 8/13, ff. 506–21, October, 1563. Gwyneth Bowen mentioned the grant to Leicester in 'What Happened at Hedingham and Earls Colne?' in *Shakespeare Authorship Review*, 1970, but she had not seen other relevant documents, as discussed in this article, and did not know that Colne Priory had been extended. She also appears not to have read the whole of the document grant – the sum to be returned to the crown appears on the final page – and she thought that Leicester retained the whole sum.

17 P.R.O. C22 ElizI/B22/18.

18 P.R.O. C66/1090/3159 (Lat.).

19 An extension of land meant that the estate was taken back into crown hands for non-payment of debt. It could then be leased to others. Creditors could request extents after court proceedings.

20 There are references to Colne Priory being extended and encumbered with Lord Edward's debts in the lawsuits.

21 MacCaffrey, W.T., 'England, the Crown and the New Aristocracy, 1540–1600', in *Past and Present*, 1965.

22 Morant, vol. I, p. 211.

23 *Ibid*, p. 211, footnote O.

24 E.R.O. Temp.Acc.897.

25 Roger married Jane Kelton in 1580 (P.R.O.C3/273/36) so he was in

the area before that date.

26 E.R.O. D/DPr 175.

27 P.R.O. C24/244 pt 2.

28 E.R.O. D/DPr 176.

29 E.R.O. D/DPr 177.

30 Feet of Fines for Essex.

31 E.R.O. D/DPr 178.

32 E.R.O. D/DRg 2/28.

33 E.R.O. D/DPr 179.

34 E.R.O. D/DPr 260.

35 E.R.O. D/DPr 161.

36 E.R.O. D/DPr 180

37 Lansdowne MSS 77, f. 198.

38 When the 15th earl was granted Colne Priory the grant included all lands owned by the Priory.

39 E.R.O. D/DPr 162.

40 E.R.O. D/DPr 180.

41 Feet of Fines for Essex.

42 Kissock, J., 'Medieval Feet of Fines: a study of their uses with a catalogue of published sources', in *The Local Historian*, vol. 24 (2), 1994.

43 E.R.O. D/DPr 143.

44 *Ibid.*

45 *Ibid.*

46 *Ibid.*

47 *Ibid.*

48 *Ibid.*

49 *Ibid.*

50 E.R.O. D/DPr 168.

51 Lockwood, H.H., 'Those Greedy Hunters after Concealed Lands'.

52 E.R.O. D/DPr 143.

53 Margaret died a lunatic.

54 P.R.O. C78/104/17.

55 This is probably the Lewen to whom various references are made in the earl's correspondence, where he appears to have been acting in some unspecified capacity to Lord Edward.

56 P.R.O. C78/104/17.

57 *Ibid.*

58 PRO C33/87.

59 P.R.O. C24/239/46.

60 Huntington Library EL 5871 & 5872; I am grateful to Dr Alan Nelson for alerting me to the existence of these records.

61 PRO C24/239/46.

62 *Ibid.*

63 *Ibid.*
64 Feet of Fines for Essex.
65 PRO C24/239/46.
66 *Ibid.*
67 *Ibid.*
68 B.L. Lansdowne MSS 77, f.198.
69 Lord Edward made bonds or guarantees of £6,000 each with his uncle and a friend against non-payment of his crown debt. Because he was defaulting on the crown debt these bonds were likely to be called in by the crown; purchasers of Oxford lands were afraid that these debts would also be added to the original debts of Lord Edward and that they would be liable.
70 Coke, E., *Reports*, vol. II.
71 PRO C33/95 'A' Book.
72 *Ibid.*
73 *Ibid.*
74 PRO C33/97/'A' Book.
75 *Ibid.*
76 PRO C24/275 p. 77.
77 *Ibid.*
78 PRO C24/275 p 77.
79 *Ibid.*
80 *Ibid.*
81 BL Lansdowne 68, ff 3–28.
82 According to the Feet of Fines two quite different men combined in the purchase of Ingledsthorpe. Morant says something similar, but the names of the two men are different. It is probable that this was how the sale had been effected for Drawater, via other hands.
83 P.R.O. C74/275.
84 PRO C33/95/'A' Book.
85 *Ibid.*
86 This was Sir Thomas Egerton, later Lord Ellesmere. At this time he was Lord Keeper, becoming Lord Chancellor in July 1603.
87 PRO C33/95/'A' Book.
88 PRO C2Jas10.1/58.
89 *Ibid.*
90 E.R.O, D/DPr 143.
91 P.R.O. C2/JasIO1/58.
92 PRO C2 Chas/H14/1.
93 Even Hugh Beeston benefitted to a certain extent because he was granted, with Robert Cecil, the lands of the attainted Edward Johnes, ostensibly for Lord Edward. The earl was requesting this, but also requested that Beeston and Cecil should have the actual grant in their names because otherwise the earl's debtors would extend the estates.

No doubt Beeston and Cecil were rewarded for their help by receiving the income following Lord Edward's death.

94 P.R.O.SP 12/37, f. 186 (68).

95 P.R.O. C24/277 pt 1.

96 *Ibid.*

97 *Ibid.*

98 *Ibid.*

99 P.R.O. C3/242/4.

100 PRO C2 Eliz/H23/26.

101 PRO C2Eliz/H23/26.

102 PRO C33/96 'B' Book.

103 A reference to the Old Testament whereby property was acquired by murder. *Kings* 21.

104 PRO C24/297 pt. 2.

105 PRO C21 R25/10.

106 PRO C24/297 pt 2.

107 There is a lawsuit extant in which a deposer refers to Lord Edward as dying intestate. (P.R.O. REQ2 388/28; 1610).

108 B.L. Lansdowne 77, f.198.

109 E.R.O. Q/SR141/3.

110 Page, W. and Round, J.H. (eds) *Victoria County History: Essex*, London, 1907, pp. 552/3.