

## **The Fall of the House of Oxford**

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**E**dward de Vere, 17th Earl of Oxford, was born on 12 April 1550, the only son of John de Vere (1516-1562), 16th Earl of Oxford, and his second wife, Margery Golding (d.1568). The 17th Earl has been libeled as a wastrel who dissipated a vast patrimony inherited from his father. The historical documents, however, tell a far different story.<sup>1</sup> On the contrary,

- I. The fall of the house of Oxford began with the Protector Somerset's extortion against the 16<sup>th</sup> Earl in 1548-9;
- II. Sir Robert Dudley (1533-1588), later Earl of Leicester, played a sinister role immediately prior to the 16<sup>th</sup> Earl's death in 1562, and was the only real beneficiary of the 16<sup>th</sup> Earl's death;
- III. De Vere's inherited annual income amounted to only £2250, and he would never have received even that amount in any single year in his lifetime; and
- IV. Queen Elizabeth's mismanagement of de Vere's wardship was a primary cause of his eventual financial downfall.

### **I. Somerset's extortion against the 16<sup>th</sup> Earl in 1548-9**

The fall of the house of Oxford began with the Protector Somerset's extortion against Edward de Vere's father, John de Vere, the 16<sup>th</sup> Earl of Oxford. During the first years of the minority of King Edward VI (1537-1553),

the young King's uncle, Edward Seymour (c.1500-1552), Duke of Somerset, served as Protector of the Realm. In 1548-9, he abused his great power and authority to extort almost all the lands of the Oxford earldom<sup>2</sup> from the 16<sup>th</sup> Earl under the pretext of a marriage contract.<sup>3</sup> By his first wife, Dorothy Neville (d.1548), from whom he had been separated for several years before her death, the 16<sup>th</sup> Earl had one child who had survived infancy, his daughter Katherine de Vere (1538-1600). On 30 January 1548 Somerset obtained license from the 10-year-old King authorizing the 16<sup>th</sup> Earl to alienate<sup>4</sup> some of his lands to Somerset,<sup>5</sup> and on 1 and 26 February 1548 Somerset forced the 16<sup>th</sup> Earl to enter into an indenture,<sup>6</sup> and a recognizance in the amount of £6000,<sup>7</sup> binding him to marry his nine-year-old daughter Katherine to the youngest son of Somerset's second marriage, Henry Seymour (1540-c.1600),<sup>8</sup> and to transfer legal title to the lands of the Oxford earldom in fee simple<sup>9</sup> to Somerset and his heirs by means of a fine<sup>10</sup> before 20 May 1548.<sup>11</sup> The circumstances of the signing of the indenture are described in a private Act of Parliament of 23 January 1552:

[U]nder the colour of administration of justice, [Somerset] did convent before himself for certain supposed criminal causes John, Earl of Oxenford, one of the King's most loving subjects, who personally appeared before the said Duke, and then the said Duke so circumvented and coerced the said Earl of Oxenford to accomplish the desire of the said Duke (though it were unconscionable), and used such comminations<sup>12</sup> & threats towards him in that behalf that he, the Earl, did seal & subscribe with his own hand one counterpane of one indenture devised by the said Duke & his counsel bearing date the first day of February in the second year [1548] of our said Sovereign Lord the King his reign made between the said Duke on the one party and the said Earl on the other party.<sup>13</sup>

It is clear from the language of the Act that Somerset used coercion to blackmail the 16<sup>th</sup> Earl into breaking the ancient de Vere entails<sup>14</sup> and signing away the de Vere inheritance, but unfortunately the Act is silent as to the precise nature of the specious "criminal causes" which Somerset alleged against the 16<sup>th</sup> Earl, and the precise nature of Somerset's threats against him.<sup>15</sup>

This flagrant injustice against the 16<sup>th</sup> Earl was rectified by two private Acts of Parliament passed after Somerset fell from power and was beheaded on Tower Hill on 22 January 1552.<sup>16</sup> In a lawsuit brought by the Queen against

de Vere in 1571, Sir James Dyer (1510–1582) referred to the private Act of Parliament of 23 January 1552 in his judgment:

King Edward 6, having knowledge by information of his Council of the great spoil and disherison of John, late Earl of Oxford, by the circumvention, commination, coercion and other undue means of Edward, late Duke of Somerset, Governor of the King's person and Protector of the realm and people, practised and used in his time of his greatest power and authority with the said Earl whereby all ancient lands and possessions of the earldom of Oxford within the realm were conveyed by fine and indenture anno 2 Edward 6 [1548] to the said Duke in fee, and yet indeed by a metamorphosis entailed to him and his heirs begotten on the Lady Anne, his wife, by force of a statute made anno 32 Henry 8 [1540]. . . .<sup>17</sup>

It should be noted that Dyer's comments concerning Somerset's "great spoil and disherison" of the 16<sup>th</sup> Earl were not mere hearsay years after the fact. Dyer, elected to Parliament in 1542, was a member of the Parliament which passed the private Act of 23 January 1552 to which he alludes, and ended his parliamentary career as speaker in the last Parliament of Edward VI in March 1553.<sup>18</sup>

As noted by Dyer in his 1571 judgment, the fine which Somerset had forced the 16<sup>th</sup> Earl to enter into resulted in a legal "metamorphosis" by which the lands of the Oxford earldom, rather than being assured to the heirs of the 16<sup>th</sup> Earl's daughter, Katherine, and her prospective husband, Henry Seymour, instead became entailed to Somerset himself, and his male heirs by his second wife, Anne. This legal "metamorphosis" came about, as Dyer says, because of an earlier private Act of Parliament which Somerset had had passed in April 1540 by which he had disinherited his son and heir by his first marriage, John Seymour (d.1552), and had entailed his lands on his heirs by his second wife.<sup>19</sup>

As Dyer indicates, the 16<sup>th</sup> Earl's inheritance was disastrously affected by this entail of Somerset's. Equally disastrously affected were the rights of Somerset's son and heir by his first marriage, John Seymour (d.1552). Numerous other interests were affected by the entail as well, since Somerset's attainder<sup>20</sup> for felony meant that his assets were forfeited to the Crown. For all these reasons, Parliament struggled for several months with the drafting of a private Act to strike down the 1540 entail, rejecting several amendments along the way, and not finishing the business until 13 April 1552, at the very end of

the parliamentary session.<sup>21</sup>

Serious and revealing difficulties were also experienced by the government in driving through a private bill, to which the royal assent had been gained in advance, to repeal the entail of 32 Henry VIII against the Duke of Somerset's first marriage, procured, it was stated, 'by the power of his second wife over him'. The bill was first challenged by the Lords, who feared that such a measure might unsettle all land tenures, and was then re-drafted by the Commons who also declined to pass a supplementary bill confirming ex post facto the attainder of the Duke. Still another amendment dissolving the contract for the marriage of Somerset's son to the daughter of the Earl of Oxford was lost by a vote of 69 to 68, while the bill for striking down the entail remained belaboured until the very end of the session when it was passed, carrying with it the forfeiture of much of the Duke's estate to the crown. . . . Such property as Somerset had before the passage of the Act of 32 Henry VIII was to pass to John Seymour or his heirs; all acquired since was to pass to the King as a consequence of the Duke's treason, subject to the payment of his debts, the support of the children of the second marriage, and compensation for those cheated by Somerset.<sup>22</sup>

Although the private Act of Parliament which was finally passed on 13 April 1552 struck down Somerset's entail, that Act was in itself insufficient to undo the legal harm Somerset's extortion had caused to the 16<sup>th</sup> Earl, and in any event it was not passed until the end of the parliamentary session. In the meantime Parliament had passed another private Act on 23 January 1552 specifically designed to rectify the injustice done to the 16<sup>th</sup> Earl by Somerset's extortion. As indicated in the will of John de Vere (1442-1513), 13<sup>th</sup> Earl of Oxford,<sup>23</sup> and as the 16<sup>th</sup> Earl stated in an indenture of 2 June 1562, the lands and offices of the Oxford earldom had, prior to Somerset's extortion, passed from male heir to male heir via "ancient entails":

Witnesseth that whereas the earldom of Oxenford and the honours, castles, manors, lordships, lands, tenements, hereditaments and other the possessions of the same earldom, together with the office of Great Chamberlainship of England, the Lieutenantship of the Forest of Waltham and the keeping of the house and park of Havering, have of

long time continued, remained, and been in the name of the Veres from heir male to heir male by title of an ancient entail thereof made long time past . . . .<sup>24</sup>

The fine of 10 February and 16 April 1548<sup>25</sup> which Somerset had extorted from the 16<sup>th</sup> Earl cut off the ‘ancient entails’, and Parliament either could not, or would not, restore them. Instead, by a private Act passed on 23 January 1552, Parliament declared the indenture of 1 February 1548 and the recognizance of £6000 of 26 February 1548 extorted from the 16<sup>th</sup> Earl by Somerset void, and decreed that the fine covering lands which the 16<sup>th</sup> Earl had held under the ‘ancient entails’ was now deemed to be to the 16<sup>th</sup> Earl’s use:<sup>26</sup>

The King his most excellent Highness for the great zeal which he beareth & intendeth unto the true & perfect execution & administration of justice committed unto his Highness’ charge from Almighty God, not willing to permit or suffer the said now Earl or any other his loving subjects to be undone or disherited by any such wresting, circumvention, compassing, coercion, enforcement, fraud or deceit as the said Duke hath committed, practised & done unto the said now Earl in manner & form as is above remembered, is therefore pleased & contented that it be enacted by his Majesty with the assent of the Lords Spiritual & Temporal and the Commons in this present Parliament assembled, and by authority of the same, that the said indenture bearing date the first day of February in the said second year of our said Sovereign Lord the King his reign, and the said recognizance of the said sum of six thousand pounds . . . shall be of no force or effect in the law, but shall stand, remain & be annihilate, frustrate & void to all intents, constructions & purposes as if the said indenture & recognizance & every of them had never been had or made;

And be it further enacted by the said authority that the said fine levied of the said honours, castles, manors, lands, tenements & hereditaments mentioned & comprised in the same fine shall be adjudged, deemed, accepted, reputed & taken to be from the time of the same fine levied to the use of the said now Earl for term of his life without impeachment of waste, & after his decease to the use of the eldest issue male of the body of the same now Earl lawfully begotten & of the heirs males of the body of that issue male begotten, and for default of such issue to the use of

the right heirs of the said now Earl forever, and to none other use, uses or intents;<sup>27</sup>

In his judgment in 1571 in the lawsuit brought by the Queen against de Vere mentioned above, Dyer reiterates this legal position, stating that the Act had declared the indenture of 1 February 1548 ('the said indenture of conveyances') void, and had deemed the fine to be to the use of the 16<sup>th</sup> Earl and his heirs:

King Edward 6 . . . was pleased that it should be enacted by authority of Parliament that the said indenture of conveyances should be utterly void, and that the said fine should be deemed to be to the use of the same Earl for term of his life without impeachment of waste, the remainder in use to the eldest issue male of his body lawfully begotten, and to the heirs male of the body of that issue male lawfully begotten, and for default of such issue to the use of the right heirs of the said Earl forever, and to no other uses save to all persons other than the King and his heirs and successors and all other lords and their heirs of whom any of the said lands were holden, such right etc., which exception was to take away the escheats or wardships<sup>28</sup> that might grow to the King or other lords by th' attainder of felony of the said Duke or by his death, dying seised but of a state tail, as doth appear by the Act.

Dyer then explains the legal consequences:

Item, the rest of all the particular estates and interests of the brothers<sup>29</sup> executed, and of the father's wife, is expressly appointed to the father during his life, remainder to the son etc., as above, and thus by the Act he shall be adjudged in as purchaser, and not as heir by descent . . . But of all the lands that were given in tail by King Henry 8, the Queen shall have the whole in ward etc.<sup>30</sup>

Thus, after the fine of 10 February 1548 and the passage of the private Act of Parliament of 23 January 1552, the 16<sup>th</sup> Earl and his heirs did not hold the lands comprised in the fine as they had held them under the "ancient entails." In fact, according to Dyer's judgment, it would appear that the lands comprised in the fine and covered by the Act did not come to de Vere by descent at all, but

rather as a purchaser.<sup>31</sup>

Additional clauses in the private Act of Parliament of 23 January 1552 attempted to right the wrongs done to others besides the 16<sup>th</sup> Earl whose interests had been affected by the fine, including the 16<sup>th</sup> Earl's second wife, two of his brothers, his daughter Katherine, and the King himself. The Act contained a saving clause which expressly dealt with the King's right to wardship:

Provided always and be it enacted by the authority aforesaid that the King our Sovereign Lord, his heirs & successors, and all & every other person & persons of whom the premises or any parcel thereof be holden by any rent or service, shall have & enjoy all & singular such rents, tenths, tenures, seignories & services, wardships, liveries & primer seisins of, in, out & to the premises & every parcel thereof as our said Sovereign Lord the King, his heirs & successors, and the said other person & persons & their heirs & every of them ought, might or should have had as if the said now Earl were thereof seised in fee simple and should die of the third part thereof seised in fee simple.<sup>32</sup>

This saving clause ostensibly preserved the King's rights in the lands comprised in the fine of 10 February 1548 during the 16<sup>th</sup> Earl's lifetime, and assumed even greater significance when the 16<sup>th</sup> Earl died leaving a minor heir, Edward de Vere, bringing the King's prerogative rights<sup>33</sup> into play.

Since 1540, the King's prerogative right to revenue from the lands of an underage heir had been limited in practical terms by the Statute of Wills,<sup>34</sup> and "The bill concerning the explanation of wills,"<sup>35</sup> which allowed a tenant in chief of the Crown who held an "estate of inheritance" (defined in the legislation as an "estate in fee simple") by knight service<sup>36</sup> to dispose in his last will and testament of two-thirds of his lands, leaving the full profits of the remaining third to the Crown for its prerogative rights of "custody, wardship and primer seisin."<sup>37</sup> From 1540 on, therefore, before the Crown could exercise its prerogative rights, the father of the heir must have died seised of at least an acre of land as a tenant in chief of the Crown by knight service. It should be noted that the clause in the private Act of Parliament of 23 January 1552 which preserves the King's rights makes no finding that the 16<sup>th</sup> Earl held any of the lands comprised in the fine of 10 February 1548 as a tenant in chief of the Crown by knight service. It leaves that issue entirely open, merely stating

that if the 16<sup>th</sup> Earl does hold the lands comprised in the fine of the King by “any rent or service,” the King will have all such rights as he would have had had the 16<sup>th</sup> Earl been seised of the lands in fee simple and died seised of the third part in fee simple.<sup>38</sup>

The obvious question then becomes whether, as a result of the 1548 fine which gave Somerset legal title to the 16<sup>th</sup> Earl’s lands in fee simple and transferred to him the tenures by which the 16<sup>th</sup> Earl had held them from the Crown, Somerset had died in 1552 holding the lands comprised in the fine as a tenant in chief of the Crown by knight service.<sup>39</sup> It could be argued that he did. The Act attempts to get around this legal difficulty by making the deeming clause retroactive to the date on which the fine was levied in 1548 (“shall be adjudged, deemed, accepted, reputed & taken to be from the time of the same fine levied to the use of the said now Earl”). But the fact remains that before the deeming clause was enacted,<sup>40</sup> Somerset had already died holding the lands comprised in the fine by a tenure which triggered the King’s prerogative rights. If Somerset had died holding the lands comprised in the fine as a tenant in chief of the Crown by knight service, it seems unlikely that the tenures could somehow be transferred back to the 16<sup>th</sup> Earl retroactively merely by a deeming clause. Moreover, as noted above, Sir James Dyer held in his judgment in 1571 that the lands comprised in the fine did not come to de Vere by descent, but as a purchaser, a decision which implies that Dyer considered that the tenures had not been transferred back to the 16<sup>th</sup> Earl by the deeming clause.<sup>41</sup> It would thus appear that the saving clause in the Act did not after all provide a legal basis for the Queen’s claim to de Vere’s wardship ten years later insofar as the lands comprised in the fine were concerned, because the lands comprised in the fine were not held by the 16<sup>th</sup> Earl as a tenant in chief of the Crown by knight service when he died.<sup>42</sup>

It will likely never be known what motivated Somerset to wield his power so harshly against the 16<sup>th</sup> Earl in early 1548.<sup>43</sup> The event which gave him the opportunity to do so is, however, quite clear. The 16<sup>th</sup> Earl’s wife, Dorothy Neville, died on 6 January 1548.<sup>44</sup> The 16<sup>th</sup> Earl was suddenly a widower with no wife by whom he might hope to produce a future male heir. His only child was his daughter, Katherine, and Somerset acted swiftly to secure her as a bride for his youngest son, Henry Seymour. Under the “ancient entails,” however, the 16<sup>th</sup> Earl’s lands would pass on his death to the next male de Vere heir. In order for Somerset to obtain the 16<sup>th</sup> Earl’s lands, it was necessary for him to break the “ancient entails” by means of the legal documents which he speedily

proceeded to extort from the 16<sup>th</sup> Earl, foremost among them the King's license to alienate of 30 January 1548.<sup>45</sup> The lands were then settled, to public appearances, on the heirs of young Katherine and Henry via the indenture of 1 February 1548, but by a "legal metamorphosis" were in reality secretly entailed to Somerset and his heirs, as Dyer explains, by the operation of the fine of 10 February 1548 in conjunction with the private Act of Parliament which Somerset had had passed in April 1540.

However, a few months after he had submitted to Somerset's extortion in early 1548, the 16<sup>th</sup> Earl boldly attempted to frustrate Somerset's purposes by secretly marrying Margery Golding on 1 August 1548.<sup>46</sup> The inheritance system was based on primogeniture,<sup>47</sup> and the 16<sup>th</sup> Earl clearly hoped by this second marriage to produce a male heir. This would not in itself have frustrated the legal steps Somerset had taken to appropriate the de Vere inheritance to the heirs of the marriage of his young son, Henry Seymour, and the 16<sup>th</sup> Earl's nine-year-old daughter, Katherine de Vere, but it was an obvious and necessary first step.<sup>48</sup> In the summer of 1548, Somerset was still at the height of his power, and the 16<sup>th</sup> Earl took a serious risk in entering into this secret marriage contrary to Somerset's wishes. Having lost almost everything already, however, the 16<sup>th</sup> Earl must have considered that he had little more to lose, and that taking this bold step was worth the risk. In any event, once the marriage was solemnized, it could not be undone,<sup>49</sup> even by Somerset, and on 12 April 1550, it produced the male heir on which the 16<sup>th</sup> Earl had pinned his hopes.<sup>50</sup>

Meanwhile, Somerset's opponents within the council had brought about his first fall from power. Several months prior to de Vere's birth, Somerset was imprisoned in the Tower, and his deposition as Lord Protector was confirmed by an Act of Parliament on 14 January 1550. Despite this serious setback, Somerset was pardoned and regained the young King's favor, but his political comeback was short-lived. He was arrested for high treason on 16 October 1551, tried on 1 December, convicted of felony, and beheaded at Tower Hill on 22 January 1552.<sup>51</sup>

Although the rapacious Somerset could do him no more harm, and although he now had a male heir, the 16<sup>th</sup> Earl's fortunes failed to prosper because the events which followed Somerset's execution gave rise to enmity between the de Vere and Dudley families. The political vacuum after Somerset's fall had been filled by the rise to power of John Dudley (1504-1553), Duke of Northumberland. Northumberland prompted the young King Edward VI

to alter the succession in favour of Northumberland's daughter-in-law, Lady Jane Grey, and when the King died on 6 July 1553, Northumberland had Lady Jane proclaimed Queen.<sup>52</sup> The 16<sup>th</sup> Earl did not support Northumberland's choice. Instead, after some persuasion he rallied his followers to Queen Mary, and was instrumental in her accession to the throne.<sup>53</sup> However, his service to the new Queen was not rewarded. The 16<sup>th</sup> Earl seems to have been regarded with suspicion by Mary and her advisors, and received no preferment during her reign. More importantly, however, the attainder and execution of Northumberland and the imprisonment of his sons which resulted in part from the 16<sup>th</sup> Earl's support of Mary sowed seeds of animosity toward the house of Oxford on the part of Northumberland's son, Sir Robert Dudley (1533-1588), later Earl of Leicester and Queen Elizabeth's favorite. Although Sir Robert Dudley gave few overt signs of his enmity, it seems clear from his lifelong opposition to de Vere's interests that he bore the house of Oxford a bitter and long-standing grudge.<sup>54</sup>

After the death of Queen Mary in 1558, the crown came to her sister, Elizabeth. As early as the eve of the new Queen's accession, Sir Robert Dudley was already considered one of her "intimates."<sup>55</sup> His rise to power had begun.

## **II. Sir Robert Dudley's sinister role in events prior to the 16<sup>th</sup> Earl's death**

"A poisons him i'th' garden for's estate"

Four years after the accession of Queen Elizabeth, the 16<sup>th</sup> Earl died on 3 August 1562. His death was sudden and unexpected. On 1 April 1562 the 16<sup>th</sup> Earl took recognizances in person from Robert Christmas (d.1584) and John Lovell,<sup>56</sup> and in midsummer 1562, in the company of Sir John Wentworth (1494-1567), he took pledges in person from various individuals.<sup>57</sup> Yet only a few weeks after performing the latter of these public duties, and only a month after having appeared personally in the Court of Chancery in London on 5 July 1562 to acknowledge two separate indentures,<sup>58</sup> he was dead.

In the weeks immediately prior to his death, the 16<sup>th</sup> Earl had entered into three legal agreements with far-reaching consequences — an indenture dealing with the settlement of his lands,<sup>59</sup> an indenture arranging a marriage contract for his son and heir,<sup>60</sup> and a last will and testament.<sup>61</sup> All three of

these legal agreements prominently involved Sir Robert Dudley.

As mentioned above, from 1552 until his death the 16<sup>th</sup> Earl held the lands comprised in the fine under the deemed use mandated by the Act of Parliament of 23 January 1552 rather than under the “ancient entails” by which he had originally inherited them.<sup>62</sup> On 2 June 1562 the 16<sup>th</sup> Earl attempted to recreate something resembling the “ancient entails” by entering into an indenture which advanced or confirmed the interests in the 16<sup>th</sup> Earl’s lands of his wife, Margery (nee Golding), his only son and heir, his son’s future wife, “Lady Bulbeck,” his three brothers, Aubrey, Robert and Geoffrey Vere, and the future male heirs of the Oxford earldom.<sup>63</sup>

To recreate the entails, it was necessary for the 16<sup>th</sup> Earl to appoint one or more trustees who would hold the lands to various uses. He chose for that purpose his nephew, Thomas Howard (1538-1572), 4<sup>th</sup> Duke of Norfolk, his brother-in-law,<sup>64</sup> Sir Thomas Golding (d.1571), and Sir Robert Dudley,<sup>65</sup> to whom the 16<sup>th</sup> Earl was not closely related by either blood or marriage,<sup>66</sup> and whom he had good reason to distrust because of the enmity engendered between the Dudleys and the de Veres when the 16<sup>th</sup> Earl had supported Mary as Queen rather than Northumberland’s choice, Robert Dudley’s sister-in-law, Lady Jane Grey.

It seems evident that the 16<sup>th</sup> Earl chose each of the three trustees to represent and protect the interests of a particular person or persons. In that regard, the appointment of two of the trustees poses no problem. Sir Thomas Golding (d.1571) was the eldest brother of the 16<sup>th</sup> Earl’s wife, Margery Golding, while Norfolk was a first cousin of the 16<sup>th</sup> Earl’s son and heir, and the nephew of the 16<sup>th</sup> Earl’s three brothers. It was natural that the 16<sup>th</sup> Earl would appoint Sir Thomas Golding and the Duke of Norfolk to represent, respectively, the interests of his wife, and of his son and brothers. But what induced the 16<sup>th</sup> Earl to appoint Robert Dudley as a trustee? Whose interests was Dudley intended to represent? It seems clear that the 16<sup>th</sup> Earl appointed Dudley as a trustee to protect the interests of the future “Lady Bulbeck.” But who was “Lady Bulbeck?”

The answer to that question can be found in the second of the three documents entered into by the 16<sup>th</sup> Earl in the summer of 1562. On 1 July 1562 the 16<sup>th</sup> Earl entered into an indenture<sup>67</sup> with Dudley’s brother-in-law, Henry Hastings (1536?-1595), 3<sup>rd</sup> Earl of Huntingdon, for a marriage between the 16<sup>th</sup> Earl’s twelve-year-old son and heir and one of the sisters of the Earl of Huntingdon, either Elizabeth or Mary,<sup>68</sup> provided that both bride and groom

gave their own consents to the marriage upon reaching the age of eighteen.<sup>69</sup> Had he not already received prior assurances that Dudley's brother-in-law, Huntingdon, was prepared to enter into a marriage contract which would unite the two families, it is highly unlikely that the 16<sup>th</sup> Earl would have appointed Sir Robert Dudley as a trustee in the indenture of 2 June 1562. Negotiations for the marriage must therefore have been successfully concluded before the indenture of 2 June 1562, which provided for the future Lady Bulbeck's jointure, and the indenture of 1 July 1562, which formally settled the terms of the marriage agreement. The fact that the indenture of 2 June 1562 providing for the future Lady Bulbeck's jointure, and the indenture of 1 July 1562 formally settling the terms of the marriage agreement, were both acknowledged by the 16<sup>th</sup> Earl in Chancery on 5 July 1562, four days after the signing of the marriage contract,<sup>70</sup> supports this conclusion.

These circumstances pointing to the marriage negotiations having been concluded before 2 June 1562 suggest that Sir Robert Dudley was directly involved in them, and that it was by helping to arrange the marriage that he gained the 16<sup>th</sup> Earl's confidence sufficiently to be appointed as one of the three trustees of the 16<sup>th</sup> Earl's lands under the indenture of 2 June 1562 to represent the interests of "Lady Bulbeck," the sister of his brother-in-law, the Earl of Huntingdon. The appointment of Dudley as a trustee in the indenture served as recognition that he had been a prime mover behind the marriage and that he had perhaps also been instrumental, as her favourite, in gaining the Queen's consent. Both the future "Lady Bulbeck" and her brother, the Earl of Huntingdon, had claims to the throne through their mother, Katherine Pole,<sup>71</sup> and it is highly unlikely that a marriage which involved a possible claimant to the throne would have been contracted without the Queen's prior knowledge and consent.<sup>72</sup>

Finally, on 28 July 1562, only five days before his death, the 16<sup>th</sup> Earl made a will in which he named Sir Robert Dudley as a supervisor.<sup>73</sup> Under normal circumstances, the executors appointed by the testator had the primary duty of carrying out the testator's intentions, and the role of a supervisor was minimal. However, in the case of the 16<sup>th</sup> Earl's will, administration was granted on 29 May 1563 to only one of the six executors named in the will, the 16<sup>th</sup> Earl's former servant, Robert Christmas (d.1584), who by that time was either already in, or shortly about to enter, Sir Robert Dudley's service.<sup>74</sup> Five of the six executors, including Edward de Vere and his mother, Margery Golding, took no part in the administration of the will, and Sir Robert Dudley's

role thus became a highly significant one. It is difficult to escape the conclusion that the other five executors were forced out, and that Robert Christmas, as sole administrator, took direction from Sir Robert Dudley as supervisor of the 16<sup>th</sup> Earl's will. It was not until 19 April 1570 that de Vere was finally joined with Robert Christmas in the administration of the will.<sup>75</sup>

The making of a new will only five days before his death on 3 August 1562 has been construed by some as evidence that the Earl was putting his affairs in final order because he was in ill health and expecting to die shortly. However, this conclusion is strongly contradicted by the documents themselves. In the first place, the opening paragraph of the will contains none of the language denoting final illness which was usual in the Tudor period when a testator was on his deathbed ("being sick/weak in body but of good and perfect remembrance"). The opening paragraph of the will merely states that the 16<sup>th</sup> Earl was "of whole and perfect mind" at the time of the making of the will.

Secondly, it was necessary for the 16<sup>th</sup> Earl to bring his will into line with the indenture of 2 June 1562. As mentioned earlier, the indenture provided a jointure for the future Lady Bulbeck. It also augmented the jointure of the 16<sup>th</sup> Earl's second wife, Margery Golding, and its provisions in that regard were incompatible with the 16<sup>th</sup> Earl's previous will, made ten years earlier on 21 December 1552.<sup>76</sup> Because of Somerset's extortion, the 16<sup>th</sup> Earl had been unable to provide a jointure for his wife, Margery Golding, at the time of their secret marriage in 1548. The private Act of Parliament of 23 January 1552 had authorized the Earl to assign specified manors in his will to his second wife, Margery Golding, as her jointure. By his will of 21 December 1552, the 16<sup>th</sup> Earl assigned all the specified manors to his wife, but added four other properties to her jointure by virtue of another provision of the Act which authorized him to alienate a limited number of specified manors.<sup>77</sup> In the indenture of 2 June 1562, the 16<sup>th</sup> Earl eliminated three of the four additional properties which he had assigned to Margery Golding in the 1552 will, and supplemented her jointure by the addition of eleven other properties.<sup>78</sup> The 1552 will thus assigned certain properties to Margery Golding while the 1562 indenture assigned other properties to her. This discrepancy constituted a sufficient and compelling reason by itself for the 16<sup>th</sup> Earl to execute a new will on 28 July 1562 in order to bring the provisions in his will for Margery Golding's jointure into line with the new provisions in the indenture of 2 June 1562.

Moreover, many other provisions in the 16<sup>th</sup> Earl's will of 21 December 1552 were out of date. Two executors named in the 1552 will had died, and no

supervisors had been appointed. The 1552 will contained an obsolete provision for a marriage portion for the 16<sup>th</sup> Earl's then-unmarried daughter, Katherine de Vere (1538-1600), who had since married Edward (1532?-1575), 3<sup>rd</sup> Lord Windsor, but contained no provision for a marriage portion for his daughter Mary de Vere (d.1624), who had been born after the will was executed in 1552. There were obsolete bequests in the 1552 will to the 16<sup>th</sup> Earl's now-deceased brother-in-law, Sir Thomas Darcy (1506-1558), and to a long list of servants, a number of whom would have died or left the 16<sup>th</sup> Earl's service in the ten years which had passed since the making of the will.

It thus seems clear that the making of a new will by the 16<sup>th</sup> Earl in the late summer of 1562 had nothing to do with an expectation on his part that he would die shortly, and everything to do with bringing all his financial affairs into line with the marriage contract he had just negotiated for his son and heir and the indenture of 2 June 1562 he had just executed to provide a jointure for his son's prospective bride.

It is also important to note that by its very nature the marriage contract was a forward-looking agreement which depended on the 16<sup>th</sup> Earl being alive until his son was in a position to marry six years later, when he reached the age of eighteen. Thus, the provisions of two key clauses in the marriage contract itself constitute evidence that the 16<sup>th</sup> Earl was not in ill health and expecting to die in the summer of 1562. The first of these clauses provides that the marriage will take place within a month of the date on which de Vere reaches the age of eighteen:

First, the said Earl of Oxenford doth covenant, promise and grant for him, his heirs, executors and administrators, to and with the said Earl of Huntingdon, his heirs, executors and administrators, by these presents that the said Lord Bulbeck, when he shall accomplish the age of eighteen years, shall within one month after marry and take to wife the said Lady Elizabeth or Lady Mary, sister of the said Earl of Huntingdon, if the said Lord Bulbeck and Lady Elizabeth or Lady Mary, whom the said Lord Bulbeck shall elect and choose to marry, will thereunto consent and agree, and the laws of God will it permit and suffer.

The second of these clauses stipulates that if the 16<sup>th</sup> Earl dies before the marriage can take place, any moneys paid pursuant to the contract by the Earl of Huntingdon must then be repaid within one year of the 16<sup>th</sup> Earl's death:

And farther that if it shall happen the said Earl of Oxenford to decease before the said marriage had and solemnized, by reason whereof the same marriage cannot take effect without further charge to the said Earl of Huntingdon . . . that then within one whole year next after such death of the said Earl of Oxenford . . . the said Earl of Oxenford, his heirs, executors or assigns, shall well and truly content and repay or cause to be repaid unto the said Earl of Huntingdon, his executors or assigns, all such sums of money as by the same Earl of Oxenford, his executors or assigns, shall before that time have had and received of the said Earl of Huntingdon, his executors or assigns, in consideration of the said marriage, and also by good, sufficient and lawful means shall release, acquit, exonerate and discharge the same Earl of Huntingdon, his heirs, executors and administrators, of all such other sums of money covenanted, agreed or intended by these presents to be paid to the said Earl of Oxenford by the said Earl of Huntingdon, and then or after to become due to be paid and not paid for and in consideration of the said marriage or by reason of any agreement confirmed in these presents.

If any evidence were needed that the 16<sup>th</sup> Earl had no expectation whatever that he would be dead only a month after this contractual arrangement for his son's marriage was entered into, this clause supplies it. The marriage contract depended by its very nature on the 16<sup>th</sup> Earl being alive for the next six years, and contained a very specific provision that any moneys paid by the Earl of Huntingdon under it must be repaid if the 16<sup>th</sup> Earl were to die. Neither the 16<sup>th</sup> Earl nor the Earl of Huntingdon would have entered into the marriage contract if it were thought the 16<sup>th</sup> Earl would soon die.

The two clauses in the 16<sup>th</sup> Earl's indenture of 2 June 1562 entailing lands on de Vere's future bride, "Lady Bulbeck,"<sup>79</sup> are also strongly predicated on the assumption that the marriage would take place, and therefore suggest that the 16<sup>th</sup> Earl had no expectation that he would soon be dead. The first clause provides that certain lands will come to Lady Bulbeck immediately after the marriage, and after her death will go to Edward de Vere.<sup>80</sup> The second clause provides that certain lands will come to her after the death of the 16<sup>th</sup> Earl, and after her death will, also, go to Edward de Vere.<sup>81</sup> Thus, one clause provides for lands which will come to Lady Bulbeck immediately upon marriage to Edward de Vere during the 16<sup>th</sup> Earl's lifetime, while the other provides for additional

lands which will come to her after the marriage and after the 16<sup>th</sup> Earl's death. They are clearly predicated on the expectation that the 16<sup>th</sup> Earl would be alive six years hence to see the marriage take place. It would have been pointless for the 16<sup>th</sup> Earl to have entered into an indenture containing these clauses had he been in ill health and expecting to die shortly.

Nonetheless, within two months, the 16<sup>th</sup> Earl *was* dead, and the suspicion cannot be avoided that Dudley, who was so extensively involved in all the 16<sup>th</sup> Earl's affairs that summer, had some ominous foreknowledge of the 16<sup>th</sup> Earl's death which the 16<sup>th</sup> Earl himself did not have.

It is therefore revealing to step back and view these three legal documents from the perspective of Sir Robert Dudley's financial position in 1562. Dudley was already the favorite and reputed lover of Queen Elizabeth. However, he was still a mere knight, and his finances were in dire straits.<sup>82</sup> It is not an exaggeration to state that when the 16<sup>th</sup> Earl died on 3 August 1562, Robert Dudley was impecunious. The Dudley lands had been forfeited on his father the Duke of Northumberland's attainder and execution, and although Robert Dudley and his brothers were restored in blood in the first Parliament after Queen Elizabeth's accession in 1558, it was on condition that they surrender any claim to Northumberland's lands and offices.<sup>83</sup> Under these circumstances, the Queen could not shower largess upon Sir Robert Dudley without incurring criticism, particularly from members of the upper nobility. However, should Sir Robert Dudley suddenly become possessed of financial resources and status by his own means, additional preferments conferred on him by the Queen would not excite as much adverse comment, particularly if he were to come by those financial resources by way of an indenture in which he was joined as a party with one of the highest-ranking members of the nobility, Thomas Howard, 4<sup>th</sup> Duke of Norfolk, as was the case with the 16<sup>th</sup> Earl's indenture appointing Dudley and Norfolk as co-trustees.

With these legal documents in place, and Dudley involved in all three of and positioned to benefit from them, the 16<sup>th</sup> Earl's speedy demise would seem to have been inevitable. To put the matter bluntly, did Sir Robert Dudley think to himself that if the 16<sup>th</sup> Earl were dead and his son a ward, he could easily persuade the Queen to grant him the 16<sup>th</sup> Earl's lands during the wardship, and that any public objection could easily be silenced by the fact that he been appointed by the 16<sup>th</sup> Earl as a supervisor of his will and one of the trustees in the indenture of 2 June 1562? Did Sir Robert Dudley, almost before the ink was dry on the 16<sup>th</sup> Earl's will, arrange to have the 16<sup>th</sup> Earl "poisoned

i'th' garden for's estate," as Hamlet remarks in the play within the play?<sup>84</sup> Subsequent events have made it clear that the 16<sup>th</sup> Earl's death was disastrous for everyone directly affected by it with the notable exception of Dudley. The primary beneficiary – in fact almost the only real beneficiary – of the 16<sup>th</sup> Earl's death was Sir Robert Dudley.<sup>85</sup> Four hundred years have passed, and the truth will never be known. However, the facts revealed by the historical documents alluded to in the foregoing paragraphs suggest that it would not have been unreasonable for de Vere to have entertained suspicions of foul play in the death of his father, nor, as Shakespeare, to have written a play about his suspicions, casting Dudley in the part of the usurper, King Claudius.

### **III. Edward de Vere's inherited annual income of £2250<sup>86</sup>**

After the 16<sup>th</sup> Earl's death on 3 August and his burial on 31 August, matters moved quickly. The Earl's twelve-year-old son and heir was brought to London on 3 September to live at Cecil House in the Strand in the care of Sir William Cecil (1521-1598), later Lord Burghley, the Queen's Principal Secretary and Master of the Wards. De Vere had become Queen Elizabeth's ward.

Before dealing with the Queen's management of de Vere's wardship, however, it is necessary to establish the amount of net yearly revenue from lands and offices de Vere inherited from his father, in order to establish the value of his wardship to the Queen.<sup>87</sup>

It is unfortunate that so much misinformation has been promulgated concerning the amount de Vere inherited from his father, as there is clear evidence of it in several extant documents.<sup>88</sup> The starting point is the 16<sup>th</sup> Earl's own inheritance. The net yearly revenue from lands which the 16<sup>th</sup> Earl himself inherited from his father, the 15<sup>th</sup> Earl, was £1927 15s 6-3/4d. Thus, in round figures the 16<sup>th</sup> Earl inherited lands which generated net yearly revenue of somewhat less than £1930, and during his lifetime he sold several of those manors, thus decreasing his revenue stream.<sup>89</sup>

Twenty-two years later, just prior to his death, the 16<sup>th</sup> Earl covenanted in the marriage contract with the Earl of Huntingdon of 1 July 1562 that the net yearly revenue from his lands, including £800 worth of net yearly revenue which would not come into possession of his heir, until certain life interests, and in one case the term of 21 years, had expired, was £2000 per annum. It should be noted that the 16<sup>th</sup> Earl did not include in this figure the net yearly

revenue from the office of Lord Great Chamberlain.<sup>90</sup> The Earl of Huntingdon was a prudent man who would have taken care to inform himself before entering into a marriage contract on behalf of his sister, and since he clearly accepted the round figure of £2000 per annum covenanted by the 16<sup>th</sup> Earl, there would appear to be little reason for modern historians to dispute it. The wording of the relevant clause is as follows:

And that also he, the same Earl of Oxenford, shall leave and assure by good and lawful conveyance in the law unto the said Lord Bulbeck and his heirs males of his body, after the death of Dame Margery, Countess of Oxenford, now wife of the said Earl, and after the deaths of the brethren of the same Earl of Oxenford and their wives, and after twenty and one years fully expired after the death of the said Earl of Oxenford, lands, tenements and hereditaments in possession and reversion of the clear yearly value of two thousand pounds of lawful money of England over and above all charges and reprises of lands not improved within twenty years last past nor hereafter to be improved, that is to say, in possession immediately after the death of the said Earl, one thousand and two hundred pounds, and in reversion depending only upon the lives of the said Countess and brethren of the said Earl and their wives and upon the said 21 years, to the clear yearly value of eight hundred pounds over and above the said one thousand and two hundred pounds.<sup>91</sup>

The net yearly revenue in the inquisition post mortem<sup>92</sup> taken on 18 January 1563 after his death is consistent with the 16<sup>th</sup> Earl's valuation of £2000 per annum in the marriage contract, allowing for the fact that the valuation in the marriage contract is a round figure while the valuation in the inquisition post mortem is a detailed breakdown of the net yearly revenue manor by manor, and that the inquisition post mortem includes an additional £106 13s 4d in net yearly revenue from the office of Lord Great Chamberlain. The net yearly revenue from all the 16<sup>th</sup> Earl's lands and offices in the inquisition post mortem totals £2187 2s 7d.<sup>93</sup>

An undated official document, TNA SP 12/31/29, ff. 53-55, which appears to have been compiled about the same time as the inquisition *post mortem*, provides a comparable total for the net yearly revenue from the lands and offices inherited by de Vere. After minor arithmetical errors and the omission of the £66 yearly rent payable to the Crown for Colne Priory have

been corrected, the net yearly revenue amounts to £2255 1s 9d. It should be noted that this document gives the same figure of £106 13s 4d for the office of Lord Great Chamberlain as does the inquisition post mortem.

Another official document tells a similar story, and the fact that it is an accounting document prepared by the Court of Wards vouches for its accuracy. TNA WARD 8/13 accounts for the net yearly revenue of de Vere's lands from 29 September 1563 to 29 September 1564, i.e., the year after his death, and the total from all lands and offices differs only slightly from the figures given in the two documents already mentioned. The net yearly revenue of all the 16<sup>th</sup> Earl's lands and offices given in TNA WARD 8/13, including £106 13s 4d for the office of Lord Great Chamberlain, totals £2233 13s 7d.

There is thus not a great deal of difference in figures for net yearly revenue among these four documents. If net yearly revenue from the office of Lord Great Chamberlain were added to the round figure of £2000 given by the 16<sup>th</sup> Earl for his lands, the total would be £2103 13s 4d. The total in the inquisition post mortem is £2187 2s 7d, that in TNA WARD 8/13 is £2233 13s 7d, while that in SP 12/31/29 is £2255 1s 9d. It thus seems safe to assess de Vere's net yearly revenue from all inherited lands and offices at approximately £2250.

Other documents setting out revenue from the 16<sup>th</sup> Earl's lands in individual counties confirm the figures given in the four documents already discussed which account for revenue from all counties and sources.<sup>94</sup> The most significant of these is the feodary<sup>95</sup> John Glascock's survey of all the 16<sup>th</sup> Earl's lands in Essex, which amounted to almost half the 16<sup>th</sup> Earl's total landholdings.<sup>96</sup> Feodaries were officials of the Court of Wards, and the Court relied heavily on their surveys for an accurate valuation of the net yearly revenue generated by the lands to be taken into wardship. Bell says, for example, that:

The real significance of the feodaries' surveys as a cause of increased productivity [in the Court of Wards] lay in the higher values found in them than in the inquisitions post mortem.<sup>97</sup>

Hurstfield makes a similar claim:

Of the three surveys before him the Master [of the Court of Wards] invariably placed the greatest reliance upon the feodary's survey. The inquisition post mortem might establish that there was a wardship but the feodary's survey determined its value.<sup>98</sup>

That being the case, the fact that the figures for individual manors given in Glascock's survey of the 16<sup>th</sup> Earl's lands in Essex are virtually identical to those found in TNA WARD 8/13 suggests very strongly that the values given in those documents accurately represent the amounts at which the 16<sup>th</sup> Earl's lands were rented out at the time of his death.

Additional evidence suggesting that the net yearly revenue from the lands inherited by de Vere was approximately £2250 is found in documents which indicate that the fine for livery levied by the Court of Wards when he was granted licence to enter on his lands by the Queen's letters patent of 30 May 1572<sup>99</sup> was £1257 18s 3/4d.<sup>100</sup> There were two methods by which a ward could sue livery<sup>101</sup> in order to regain possession of his lands from the Queen on reaching the age of majority, a general livery and a special livery. When a ward sued a general livery, the fine levied was half the annual rental value of his lands.<sup>102</sup> Thus, if de Vere had sued a general livery,<sup>103</sup> the fine of £1257 18s 3/4d would indicate that the net yearly revenue from his inherited lands was double that amount, i.e. approximately £2500. However the suing of a general livery was a cumbersome procedure, and a more streamlined procedure known as a special livery was also available. If a ward chose to sue a special livery, however, the Crown "charged a heavy price for the privilege."<sup>104</sup> Thus, if de Vere sued a special livery, the fine of £1257 18s 3/4d represents more than half the net yearly revenue from his lands, indicating that the net yearly revenue was probably closer to £2250, as stated in the other extant documents, than to £2500.

An exception to both these procedures was a "special grant by the Crown absolving the heir from the elaborate process of suing livery."<sup>105</sup> The Queen's letters patent of 30 May 1572 suggest that de Vere was granted this exception, perhaps because his income had been kept from him for an entire year, presumably while the Queen was litigating her claim against him for the revenue from his mother's jointure after her death. The letters patent appear to grant de Vere license to enter on his lands without suing livery:

[I]mmediately, without any proof of his age & without any other livery or prosecution of his inheritance or of any parcel thereof to be prosecuted out of our hands [+& those] of our heirs or successors according to the course of procedure of our Chancery, or according to the law by the course of procedure of our Court of Wards & Liveries or the law of our

land of England, or by any other manner, might licitly & safely be able to enter, go into & seise all & singular the honours, castles, lordships, manors . . . .

It is unlikely that the Queen would have granted this extraordinary privilege without levying an even higher fine than that which was levied for the privilege of suing a special livery, and it thus seems that the fine of £1257 18s 3/4d levied against de Vere represents more than half the total annual rental value of his lands, whether the letters patent are for the suing of a special livery or whether they grant de Vere an exemption from suing livery.

The combined evidence of the extant documents thus indicates that de Vere inherited lands and offices worth approximately £2250 per annum, and in fact TNA WARD 8/13, the most comprehensive of the official documents, gives the total yearly revenue of all de Vere's lands and offices, including the office of Lord Great Chamberlain, as £2233 13s 7d in the year following his father's death.

Annual revenue of £2250 did not constitute a large inheritance for a nobleman,<sup>106</sup> particularly a nobleman destined to live at court. The lifestyle of a courtier could not be maintained without preferment from the Queen, something de Vere never received.<sup>107</sup>

Furthermore, de Vere would never at any time in his life have received the full £2250 in net yearly revenue from his inherited lands and offices, (1) because of his wardship; (2) because of the fact that, as stated in the marriage contract of 1 July 1562, £800 worth of his inherited lands were held in reversion;<sup>108</sup> (3) because of the terms of his father's will, which set aside the revenue from certain lands for 20 years for payment of his debts and legacies.

Thus, during de Vere's wardship, £680 18s 2-3/4d per annum,<sup>109</sup> or 30% of his total revenue, went to the Queen as her "thirds," and from the Queen to Sir Robert Dudley under a grant of 22 October 1563, discussed more fully below.

Of the lands held in reversion, until her death on 2 December 1568<sup>110</sup> his mother Margery Golding, the widowed Countess of Oxford, received £444 15s per annum, or almost 20% of de Vere's net yearly revenue, as her jointure.<sup>111</sup> After Margery Golding's death, he should have received the income from these lands. However, the Queen initiated a lawsuit claiming that she was entitled to the remainder of the revenue from Margery Golding's jointure.<sup>112</sup> Moreover, the surviving documents show that the Queen not only intended to take from

her young ward the revenue from the lands which had constituted his late mother's jointure,<sup>113</sup> but also another £343 6s 5-1/4d in net yearly revenue from lands which he had inherited in tail after his father's death.<sup>114</sup> This latter sum appears to have consisted principally of the revenue from Colne Priory and the office of Lord Great Chamberlain.<sup>115</sup>

Of the lands held in reversion, yet another £130 16s 8d, or almost 6% of his inherited income, went to de Vere's three paternal uncles and their wives during their lifetimes.

A further £333 18s 7d, or almost 15% of de Vere's net yearly revenue, was sequestered for twenty years from the date of the 16<sup>th</sup> Earl's death for payment of his debts, his legacies, and Katherine de Vere's marriage portion. No figures survive for the 16<sup>th</sup> Earl's debts, and it is therefore not known to what degree they constituted a charge against his estate, but the legacies left by the 16<sup>th</sup> Earl total £3745 17s 1d, or 56% of the total net revenue of £6678 11s 8d which would have been generated over the twenty-year period from the lands set aside for payment of the 16<sup>th</sup> Earl's debts and legacies.<sup>116</sup>

De Vere's income over his lifetime can thus be summarized as follows. During his wardship, 30% of his net yearly revenue of £2250 went to the Queen as her "thirds," and from her to Sir Robert Dudley under the grant of 22 October 1563; another 20% went to his mother until her death on 2 December 1568 and was thereafter sequestered by the Queen until the matter was litigated in 1571; another 6% went to his three paternal uncles and their wives during their lifetimes; and a further 15% was set aside for twenty years for payment of the 16<sup>th</sup> Earl's debts and performance of his will. Thus, during the nine years of de Vere's minority, 71% of his net yearly revenue went to others, while only £643 5s 1-1/4d,<sup>117</sup> or 29%, went to the Court of Wards, whose officers expended it for his maintenance, and almost certainly for the maintenance of his sister Mary de Vere as well during her minority.<sup>118</sup>

When de Vere was granted license to enter on his lands on 30 May 1572, a year after reaching the age of majority, his financial situation improved considerably. In addition to the 29% which he had received during his minority, he was now eligible to receive the 30% which had gone to the Queen, and from her to Sir Robert Dudley during his wardship, as well as the 20% which represented his late mother's jointure, although it seems the Queen kept the latter from him until after she had litigated the matter in 1571. Thus, in 1572, after he was granted license to enter on his lands and began receiving the revenue from the lands which had constituted his mother's jointure, de

Vere would have received the largest amount of income which ever came to him in any single year from his inherited lands and offices, i.e., 79% of the total £2250, or approximately £1777. In addition, it appears from the license that he would have received in that year the arrears owing for the year which had passed since he had come of age:

And further of our more abundant grace we have given & granted....to the forenamed Edward, now Earl of Oxenford, all & singular the issues, rents, profits....of all and singular the foresaid honours, castles lordships, manors, lands . . . hitherto and thereafter resulting....to us....from the time at which the foresaid Edward, Earl of Oxenford, attained his full age of twenty-one years....

It was not until the deaths of his paternal uncles and their wives<sup>119</sup> that he was eligible to receive the additional 6% which went to them during their lifetimes, and it was not until after the expiration of the twenty-year term in 1583<sup>120</sup> that he was eligible to receive the additional 15% from the lands set aside for performance of his father's will. However, by the time de Vere was finally entitled to receive this additional revenue in the 1580s, he had already sold off most of his lands, and the income stream from his lands had therefore shrunk dramatically. It is thus apparent that the largest amount of income de Vere would ever have received in any single year from his inherited lands and offices was the 79%, or approximately £1777 plus arrears which he would likely have received in 1572. From 1573 on, his income stream diminished with each passing year as he sold off his lands. The first major sale occurred as early as 1573, when he sold his mansion at London Stone to Sir Ambrose Nicholas.<sup>121</sup> The high water mark of £1777 plus arrears in 1572 is thus far short of the imaginary net yearly revenue of £3500 or more with which modern historians have erroneously credited him, and which they have then vilified him for wasting in profligacy.<sup>122</sup>

Moreover, even in 1572, the windfall year in which de Vere would have received 79% of the total annual value of his inherited lands and offices, or approximately £1777 plus arrears, most of the money was already spoken for, and there was no possibility of his wasting it in profligate expenses even had he wished to. Every year there were the ongoing charges of maintaining his lands, as well as the expenses attendant on the establishment of a household for himself and his wife, Anne Cecil. Moreover, until his sister, Mary de Vere

married in 1578,<sup>123</sup> he would have been responsible for her maintenance, which in 1573 was stated to be £100 a year.<sup>124</sup> In addition, there was the ongoing repayment of his debts, which on 30 January 1575 amounted to approximately £9096 10s 8-1/2d.<sup>125</sup> Some of these debts had been incurred by the ruinous expenses attendant on living the life of a courtier,<sup>126</sup> and £3457 of the total amount consisted of his debt to the Queen herself in the Court of Wards, discussed in greater detail below.

In 1573, de Vere assigned £400-£500 for the payment of his debts,<sup>127</sup> but he was not able to meet those obligations without selling land. Even after he had begun to resort to selling his lands, his failure to pay off his debts was the subject of public complaints from the Queen, his sister,<sup>128</sup> and others. In a letter to Lord Burghley from Siena on 3 January 1576, he wrote:

My Lord, I am sorry to hear how hard my fortune is in England, as I perceive by your Lordship's letters. But knowing how vain a thing it is to linger a necessary mischief, to know the worst of myself & to let your Lordship understand wherein I would use your honourable friendship, in short, I have thus determined, that whereas I understand the greatness of my debt and greediness of my creditors grows so dishonourable to me and troublesome unto your Lordship that that land of mine which in Cornwall I have appointed to be sold (according to that first order for mine expenses in this travel) be gone through withal, and to stop my creditors' exclamations (or rather defamations I may call them), I shall desire your Lordship, by the virtue of this letter (which doth not err, as I take it, from any former purpose, which was that always upon my letter to authorize your Lordship to sell any portion of my land), that you will sell one hundred pound a year more of my land where your Lordship shall think fittest, to disburden me of my debts to her Majesty, my sister, or elsewhere I am exclaimed upon. Likewise, most earnestly I shall desire your Lordship to look into the lands of my father's will which, my sister being paid and the time expired, I take is to come into my hands.<sup>129</sup>

The Queen's public complaints in late 1575 and early 1576 that de Vere had failed to pay his debt to her in the Court of Wards must have been particularly galling to him, considering the enormous financial benefit which she had already reaped from his wardship, discussed more fully below.

In summary, de Vere's inherited annual income, relatively small as it was,

diminished as it was by wardship, and encumbered as it was by debt, was clearly insufficient for him to maintain the lifestyle of a courtier for any prolonged period of time. So long as he remained at court, it was inevitable that he would go further into debt, and would be required to sell his lands to meet his living expenses.

#### **IV. The Queen's mismanagement of de Vere's wardship**

While misinformed commentators have attempted to explain de Vere's financial downfall by crediting him with a vastly inflated inherited annual income which he did not possess, the ultimate cause of his financial downfall has gone unnoticed. It was the Queen's mismanagement of de Vere's wardship and the stranglehold which she held over his finances during his entire lifetime which led inevitably to his financial ruin.

Before dealing with specific examples of the Queen's mismanagement of de Vere's wardship, it is necessary to consider how the assets which fell into the Queen's hands through prerogative wardship were valued. Hurstfield explains that there were two separate items to be sold, the wardship and the lease of the ward's lands, and the first step in arriving at a sale price for each of them was to determine the net yearly revenue<sup>130</sup> from all the lands held by the deceased tenant in chief at his death. To this end, an inquisition post mortem was taken, and the feodaries in the various counties in which the lands were held conducted surveys.<sup>131</sup> That done, two separate bargains were struck:

The first was the sale of the wardship and what that involved: custody of the child and the right to marriage. This the guardian bought outright and the patent conferring the grant clearly stated that this royal grant belonged to him, his executors and assigns. . . .

But, apart from the wardship, there were also the ward's lands to be leased away, and these called for a quite separate transaction. The crown had resumed possession of the land, because the ward could not render military service, and held it until the ward was of age and in a position both to serve the king and therefore reclaim his land, that is to say, to sue livery. Meanwhile the crown could let the land at an annual rent for the period of the minority. Sometimes it went to the purchaser of the wardship, sometimes to a complete stranger. There was first a 'fine' or premium to be paid by the lessee, usually half the rent of the lands, and

there was the annual rental for the property.

But how should the master assess the price of the wardship? For that, too, he had to use as his basis the value of the inherited lands.<sup>132</sup>

With respect to the sale price of a wardship (i.e., the physical custody and guardianship of the ward, and the right to offer him a marriage), Hurstfield concludes that the formula generally followed by Lord Burghley as Master was that “the selling price followed fairly closely upon the annual value of the lands.”<sup>133</sup> Hurstfield cites several cases from the “fourth year of Elizabeth’s reign”<sup>134</sup> as evidence that this formula was then in use. Since the fourth year of Elizabeth’s reign was the year in which he became a ward, it thus seems highly probable that his wardship was valued by the Court of Wards at £2250, a sum equal to the net yearly revenue from his lands.

With respect to the sale price for the lease of a ward’s lands during his minority, Hurstfield concludes that the price generally charged was an annual rent equal to the net yearly revenue of one-third of the lands, plus an initial premium of half that amount. Applying that formula, the Queen was entitled to one-third of £2250, or £750 per year for each of the nine years of his wardship (£6750) plus an initial premium of half the annual rental value (£375), for a total of £7125.

The purchaser of a wardship often hoped to marry a ward to his daughter, thus bringing the ward’s inheritance into the family, or if not, to make a profit by selling the ward’s marriage to a third party. But how did the lessee of a ward’s lands expect to make a profit if he was required to pay the Queen an annual rent equal to the net yearly revenue of the lands plus an initial premium? Hurstfield attempts to answer this question by claiming that the rents in the feodaries’ surveys were artificially low, with the implication that the lessee could raise them:

This rental was easy enough to assess: it was the same as the figure provided by the feodary’s survey. Low it undoubtedly was (and that is where the lessee gained enormously), but it was as high as the current attitudes and procedures would allow.

There is, however, no evidence for Hurstfield’s claim that the tenant in chief’s lands were undervalued in the feodaries’ surveys. Hurstfield also says

that the Court of Wards relied on the feodaries' surveys because of their accuracy, while Bell says that in many cases the rental values in the feodaries' surveys were actually higher than those found in the inquisitions post mortem.<sup>135</sup>

The answer to the question of how a lessee could make a profit from a ward's lands leased to him by the Queen, or whether indeed the lessee did make a profit, lies in distinguishing among the attitudes toward profit on the part of three very different types of lessees. In some cases, the ward's mother or another family member purchased both the wardship and the lease of the lands, and at great personal hardship simply gave up the revenue from one-third of the family's lands to the Queen during the wardship, paying her the annual rental value of the lands as assessed by the feodary's survey without, of course, making a profit of any kind. In other cases, both the wardship and the lease of the lands were purchased by someone with a daughter to whom he hoped to marry his ward. In such a case, the purchaser would also pay the Queen the annual rental value of the lands as assessed by the feodary's survey throughout the wardship without making a profit because eventually the lands would end up in the family through the marriage. The third type of purchaser was one who had every intention of making a profit, and who would not hesitate to rack the tenants by raising rents, to neglect the maintenance of buildings, to sell off woods or to otherwise despoil the lands. It was not unusual for a ward's lands to be ruined during his wardship if they fell into the hands of this type of purchaser. As Hurstfield says:

The lease of the ward's lands could, by the nature of things, be only of limited duration. His death, or his coming of age, would terminate it. Here were all the temptations to a lessee to force the land to yield a quick return. . . . Sir Thomas Smith, who quoted some frank comments about the education of wards, had even sharper words to say about the treatment of their estates. Their inheritance, he tells us, when they came of age, consisted of 'woods decayed, old houses, stock wasted, land ploughed to the bare'.<sup>136</sup>

The Queen put the core de Vere lands into the hands of her favorite Dudley, who by all accounts was precisely this third type of purchaser. Although there is little direct evidence of his stewardship of the core de Vere lands, the blistering criticism in *Leicester's Commonwealth* concerning the practices by which he stripped lands of their assets and left them worthless<sup>137</sup> renders it

likely that the core de Vere lands were badly mismanaged during his minority, and that the officers put in place by Dudley served his interests, not those of the young de Vere. A particularly revealing example of Dudley's rapaciousness which also illuminates his attitude towards the de Vere family is afforded by his callous treatment of the 16<sup>th</sup> Earl's widow, Margery Golding, when at Michaelmas 1563 he denied her rent corn for her household from the tenants of Colne Priory.<sup>138</sup>

With the value to the Queen of de Vere's wardship established at £2250, and the value to her of the lease of his lands during his minority established at £7125, we can now turn to several specific examples of the Queen's mismanagement of the wardship:

1. Her failure to properly determine the legal basis of her claim to Edward de Vere's wardship;
2. Her seizure of more than the one-third of the revenue from de Vere's lands to which she was legally entitled under the Statute of Wills;
3. Her grant of the core de Vere lands to her favourite, Sir Robert Dudley, in order to 'benefit' him;
4. Her lawsuits against de Vere for the remainder of the revenue from the lands which had constituted his mother's jointure, and for the revenue during his entire wardship from lands and offices which had descended to him in tail;
5. Her fine of £2000 against de Vere in the Court of Wards for his wardship;
6. Her failure to follow the clause in the 16<sup>th</sup> Earl's will which would have ensured that de Vere had adequate funds available to pay the fine for his livery when he came of age;
7. Her failure to further the marriage contract for de Vere which had been entered into by the 16<sup>th</sup> Earl and the 3<sup>rd</sup> Earl of Huntingdon;
8. Her unfulfilled promises to de Vere in his youth which induced him to spend money which he could ill afford to spend.

### **1. The Queen's failure to properly determine the legal basis of her claim to Edward de Vere's wardship**

The legal basis of the Queen's right to de Vere's wardship was not a cut

and dried matter. Had Somerset died holding legal title to the 16<sup>th</sup> Earl's lands comprised in the fine of 10 February 1548 as a tenant in chief of the Crown by knight service? If so, was it possible for the private Act of Parliament of 23 January 1552 to have transferred those tenures back to the 16<sup>th</sup> Earl retroactively after Somerset's death simply by deeming the 1548 fine to the 16<sup>th</sup> Earl's use? Was Sir James Dyer correct in holding in 1571 that de Vere had taken the lands comprised in the fine as a purchaser and not by descent? If so, how can Dyer's judgment be reconciled with statements in the inquisition post mortem of 18 January 1563 which find that the 16<sup>th</sup> Earl held those same lands as a tenant in chief of the Crown by knight service?<sup>139</sup> What was the effect of the saving clause in the private Act of Parliament of 23 January 1552? Did it preserve the Crown's right to wardship, or was the Crown's right to wardship only preserved if the essential precondition of wardship had been met, namely that the 16<sup>th</sup> Earl had died seised in his demesne as of fee of at least one acre of land held from the Crown in chief by knight service? What legal effect had the 16<sup>th</sup> Earl's attempt to recreate the ancient entails and his appointment of trustees holding his lands to his use in his indenture of 2 June 1562 had on the tenures by which he held his lands at his death? It seems clear that these complex legal issues should have been carefully investigated, and perhaps even litigated, before the Queen seized de Vere's person and lands into wardship, but they were not. De Vere's wardship was unique. Unlike any other wardship, it was ostensibly governed by the terms of the private Act of Parliament of 23 January 1552, and not merely by the rights of prerogative wardship and the Statute of Wills. It was thus fraught from the outset with potential legal problems which were never properly resolved.<sup>140</sup>

As the Queen herself did not take the initiative in carefully investigating her legal right to de Vere's wardship, it was up to the three trustees appointed under the 16<sup>th</sup> Earl's indenture of 2 June 1562 to urge her to do so. As both the 16<sup>th</sup> Earl's trustee under the indenture and a supervisor of his will, it would seem that Dudley had an even greater responsibility to vigorously protect de Vere's interests than the other two trustees. However, instead of insisting that the legal issues concerning the Queen's right to de Vere's wardship be properly resolved, Dudley immediately, with the Queen's blessing, assumed de facto control of the core de Vere lands in East Anglia.<sup>141</sup> His two co-trustees under the indenture, the 16<sup>th</sup> Earl's nephew, the Duke of Norfolk, and his brother-in-law, Sir Thomas Golding, also abrogated their responsibilities as trustees and passively acquiesced in the Queen's assertion of wardship rights and Dudley's

assumption of *de facto* control over the core de Vere lands. Sir Thomas Golding can perhaps be partly excused for not taking the lead when his co-trustees, Norfolk, one of the highest-ranking members of the nobility, and Dudley, the Queen's favorite, had failed to do so. But Norfolk's neglect of his late uncle's interests, and his failure to protect the rights of his young first cousin, against the Queen and Dudley are more difficult to explain or condone.

In short, the three co-trustees apparently did nothing to urge that the legal issues be properly investigated before the Queen asserted wardship rights over de Vere, and the Queen herself simply ignored the legal complexities. De Vere became the Queen's ward on 3 August 1562, and the way was paved for a mismanagement of his wardship by the Queen which led to his eventual financial ruin.

## **2. The Queen's seizure of more than the one-third of the revenue from de Vere's lands to which she was legally entitled under the Statute of Wills**

The Statute of Wills of 1540 provided much-needed clarity on the issue of the King's prerogative rights when a tenant in chief died holding land by knight service:

And it is further enacted by the authority aforesaid, That all and singular person and persons having any manors, lands, tenements or hereditaments of estate of inheritance holden of the King's highness in chief by knights service, or of the nature of knights service in chief, from the said twentieth day of July shall have full power and authority, by his last will, by writing, or otherwise by any act or acts lawfully executed in his life, to give, dispose, will or assign two parts of the same manors, lands, tenements, or hereditaments in three parts to be divided, (2) or else as much of the said manors, lands, tenements, or hereditaments, as shall extend or amount to the yearly value of two parts of the same, in three parts to be divided, in certainty and by special divisions, as it may be known in severalty, (3) to and for the advancement of his wife, preferment of his children, and payment of his debts, or otherwise at his will and pleasure; any law, statute, custom or other thing to the contrary thereof notwithstanding;

Saving and reserving to the King our sovereign lord, the custody, wardship and primer seisin, or any of them, as the case shall require, of as much of the same manor, lands, tenements or hereditaments, as shall amount and extend to the full and clear yearly value of the third part thereof, without any diminution, dower, fraud, covin, charge or abridgment of any of the same third part, or of the full profits thereof;  
 Saving also and reserving to the King our said sovereign lord, all fines for alienations of all such manors, lands, tenements and hereditaments, holden of the King by knights service in chief, whereof there shall be any alteration of freehold or inheritance made by will or otherwise, as is abovesaid.<sup>142</sup>

The effect of this legislation was felt in every corner of the realm. Henry VII had been assiduous in searching out his tenants in chief, and his son and heir, Henry VIII, had granted out much additional land by knight service. It was now clear that any tenant in chief who held so much as an acre of land by knight service could devise two-thirds of his lands by will,<sup>143</sup> but on his death the remaining one-third would be subject to the King's prerogative rights of custody, wardship and primer seisin. If the heir were of full age, the King would take and retain seisin of one-third of his lands until the heir had sued livery, performed homage, and paid a relief<sup>144</sup> equivalent to the net yearly revenue from all his inherited lands for the first year. If the heir were underage, the King would seize the physical custody and guardianship of the heir, which included the right to his marriage, and would take the net yearly revenue from one-third of the ward's lands during his minority. The King would retain both the person of the heir and the net yearly revenue from one-third of his lands until the heir came of age and sued livery, performed homage, and paid a relief equivalent to half the net yearly revenue from all his inherited lands.

The Statute of Wills thus imposed an inheritance tax on the heir of every tenant in chief in the realm, whether the heir was of full age or underage.<sup>145</sup> The burden on the underage heir was, of course, by far the more onerous since it involved the guardianship and physical custody of his person, the right to his marriage, and the net yearly revenue from one-third of his lands during his entire minority, as well as the requirement that he sue livery and pay a relief when he came of age, just as an heir of full age had to do.

Such a system had to be imposed on every heir in the realm whose father had died holding as a tenant in chief by knight service, whether the heir was

of full age or not, generated a considerable bureaucracy. More importantly, it generated a very large number of underage wards. The Crown obviously could not keep all these underage wards or their lands in its own hands, and in almost every case the underage heir and his lands were disposed of by sale. Hurstfield describes the stark realities of Tudor wardship:

If a tenant of the crown died, while holding land by a so-called knight-service, then his heir, if under age, became a ward of the crown. He rarely stayed a royal ward except in name. Soon his guardianship would be sold, sometimes to his mother, more often to a complete stranger. With his guardianship would go his 'marriage' – the right to offer him a bride whom he could rarely afford to refuse, for his refusal meant that he must pay a crushing fine to his guardian. Meanwhile his land would also have passed into wardship, either to his guardian or to someone else, for them to snatch a quick profit until the ward was old enough to reclaim his own.<sup>146</sup>

Under circumstances which imposed such harsh conditions, the least that could be expected of the Queen was that she would take no more than that to which she was legally entitled. Having asserted her prerogative wardship rights over de Vere, to what was the Queen legally entitled? First, she was entitled to his wardship. This included the right to retain his physical custody and guardianship and the right to offer him a marriage in her own hands, or alternatively, to sell those rights to a third party. Second, the Queen was entitled under the Statute of Wills to a third part of the revenue from his lands during his minority.<sup>147</sup>

The strict letter of the law conflicted, however, with the Queen's desire to benefit her favorite, Sir Robert Dudley. The latter won out. By an indenture of 22 October 1563, the Queen granted more than a one-third part of de Vere's lands to Sir Robert Dudley during de Vere's minority. The indenture opens with specific mention of the Queen's "special determination" to "benefit" Dudley:

This indenture made between the most excellent princess and our most dread Sovereign Lady Elizabeth, by the grace of God Queen of England, France & Ireland, Defender of the Faith, etc. of thone party, & the right honourable Lord Robert Dudley, Knight of the Order of the Garter, Master of the Queen's Majesty's Horses, & one of her Highness' Privy

Council, of thother party, witnesseth that our said Sovereign Lady, with the advice of the Master & Council of her Grace's Court of Wards & Liveries, knowing her Majesty's special determination therein to benefit the said Lord Robert Dudley, is contented & pleased to grant, & by these presents doth grant, demise & to farm let unto the said Lord Robert Dudley all the manors, lands, tenements, with all & singular their appurtenances in the Counties of Essex, Suffolk and Cambridgeshire, late the inheritance of the right honourable John de Vere, Earl of Oxford, hereafter particularly declared . . . .<sup>148</sup>

Although the opening words of the indenture state that the Queen had entered into the indenture with the advice of the Master and Council of the Court of Wards and Liveries, the inclusion of the qualifying phrase "knowing her Majesty's special determination therein to benefit the said Lord Robert Dudley" suggests that the Master and Council of the Court of Wards had reservations about what was being done, and wanted it to be very clear why the grant was being made.

A related document contains an admission that the Queen had taken, and granted to Dudley, more than the third part of de Vere's net yearly revenue to which she was legally entitled under the Statute of Wills:

Provided also that where before it appeareth that divers of the said annuities be going out of divers manors, lands & tenements which be at these presents in the possession of the now Earl, the Queen's Majesty's ward, & come to him as a purchaser, it is now ordered that the same shall be paid out of such of the manors, lands & tenements as be appointed to her Majesty for her third part for that her Highness hath more than a full third part.<sup>149</sup>

To rectify the injustice that the Queen had taken more than her "thirds," it was ordered that certain annuities would be paid out of the revenue from the lands which she had taken as her "thirds," rather than out of lands which had come to de Vere as joint purchaser with his father, the 16<sup>th</sup> Earl. The lands which came to him as joint purchaser are identified in TNA SP/44/19, ff. 41-50.<sup>150</sup> However, the accounts in that document suggest that in fact the annuities were not paid out of the lands which the Queen had taken, and that they continued to be deducted from the revenue of the manors which had come

to him as joint purchaser with his father.<sup>151</sup>

### **3. The Queen's grant of the core de Vere lands to her favorite, Sir Robert Dudley, in order to 'benefit' him**

As mentioned above, having taken more than the one-third interest in the net yearly revenue from de Vere's lands to which she was entitled under the Statute of Wills, the Queen turned her share over to Dudley by an indenture dated 22 October 1563, which formalized the *de facto* control which Dudley had already exercised over the core de Vere lands for the year which immediately followed the 16<sup>th</sup> Earl's death.

Dudley's impecuniousness was thus forever altered by the 16th Earl's sudden death, which propelled his spectacular rise to fortune. Once he was in *de facto* control of the core de Vere lands after the 16<sup>th</sup> Earl's death on 3 August 1562, the Queen felt free to shower him with additional lands and titles. In October 1562 he was appointed to the Privy Council, on 9 June 1563 he was granted the lordships of Kenilworth, Denbigh and Chirk, and on 29 September 1564 he was created Earl of Leicester and Baron of Denbigh.<sup>152</sup> Thus, even without the revenue from the Queen's grant to him of the core de Vere lands, Dudley's fortune was made; the grant had given him the stature which was the prerequisite enabling the Queen to bestow further largesse on him.

In stark contrast to the impetus which it gave to Dudley's fortunes, the Queen's grant to him of the core de Vere lands in East Anglia laid the foundation for de Vere's eventual financial downfall. As mentioned earlier, it was not unusual for a ward's lands to be ruined during his wardship, and the harsh criticism of his conduct as a landlord in *Leicester's Commonwealth* gives good reason to suspect that de Vere's lands were much impaired when they were finally returned to him in 1572:

[Dudley], that may chop & change what lands he listeth with her Majesty, despoil them of all their woods and commodities, and rack them afterward to the uttermost penny, and then return the same so tenter-stretched and bare-shorn into her Majesty's hands again by fresh exchange, rent for rent, for other lands never enhanced before . . . .

[Dudley], that taketh in whole forests, commons, woods & pastures to himself, compelling the tenants to pay him new rent and what he

cesseth. . . .<sup>153</sup>

As to Dudley's raising of rents, it is noteworthy that the net yearly revenue from core de Vere lands is valued elsewhere in TNA WARD 8/13 at £680 18s 2-3/4d per annum, while in the indenture of grant to Dudley in TNA WARD 8/13 the net yearly revenue from these same lands is valued at the much higher figure of £859 9s 8d per annum. This latter figure includes substantial rent increases amounting to approximately £178. It seems clear that Dudley raised rents immediately after the 16<sup>th</sup> Earl's death, likely causing hardship to the tenants.<sup>154</sup> Not all the rent increases would necessarily have been levied on existing tenants, however. Undoubtedly one of the reasons Dudley wanted the core de Vere lands, and the reason the Queen exchanged some of the lands she had originally taken in other counties as her thirds for additional core de Vere lands in East Anglia,<sup>155</sup> is that some of the manors and lands in East Anglia had been occupied personally by the 16<sup>th</sup> Earl, and Dudley could lease these out during de Vere's minority.<sup>156</sup> Dudley thus profited enormously from a benefit which should have accrued to de Vere, and it was the Queen herself who facilitated the transfer of that profit from her young ward to her favorite.

It is also noteworthy that the Queen waived the customary initial premium in her indenture of grant to Dudley.<sup>157</sup> As mentioned earlier, it was customary for the Queen to levy a premium when she leased a ward's lands to a third party during the ward's minority, and to require the lessee to provide three guarantors for its payment.

[The premium] might be paid in half-yearly instalments stretching over a period of years. In these cases, which represented the overwhelming majority, a group of guarantors would enter upon 'obligations', fiduciary undertakings that the sums would be paid at the appropriate times. The 'obligation' was usually one third higher than the instalments due and was cancelled when the payment was made. There were usually three guarantors, though there might be more or less.<sup>158</sup>

Although she chose to forgo the premium, a truly enormous amount of revenue accrued to the Queen, to Dudley, or to both, from her "thirds" in de Vere's lands. As mentioned earlier, the lease of his lands during his minority was worth £7125 to the Queen, consisting of one-third of the net yearly revenue of £2250, or £750 per year, which, over the nine years of his minority,

would have yielded her £6750, plus a premium of £375. However, the value of the net yearly revenue from these same lands in the indenture of grant to Dudley in TNA WARD 8/13/ totals £859 9s 8d. In other words, the Queen granted Dudley lands worth £109 per year in excess of the £750 to which she was entitled, and in the process valued the net yearly revenue from the same lands at only £680 18s 2-3/4d elsewhere in WARD 8/13, a figure £178 less than the figure at which the same lands are valued in the grant. What this confusing sleight of hand means is that lands which were valued on her own books in the Court of Wards at £680 18s 2-3/4d per annum were being leased out by the Queen for an additional £178 more than that because Dudley had increased rents to the tenants, and had been able to lease out for his own profit lands which had been occupied by the 16<sup>th</sup> Earl. Thus, whereas the Queen's total profit from leasing the lands should have been only £6750 (since she had chosen to forego the premium of £375), her profit was the much greater sum of £7735 7s, or an extra £985. And in fact, if Dudley continued to raise rents, as seems likely, the yield could have been much higher. Thus, when he came of age, de Vere had already given up £7735 7s in income.

There is a serious question as to whether this enormous sum actually went into the Queen's coffers or remained in Dudley's. Did Dudley actually pay to the Queen's feodaries the annual rent of £803 9s 8-1/2d stipulated in the Queen's grant?<sup>159</sup> It is stated in the grant itself that at the time of its making on 22 October 1563, Dudley already owed "forthwith" £1061 10s 7-3/4d, including arrearages,<sup>160</sup> presumably because he had been in de facto possession of the core de Vere lands for more than a year prior to the formal making of the grant, and had paid nothing to the Court of Wards while reaping the profits from the rents paid by the tenants. If Dudley ever paid the rent due to the Queen for the core de Vere lands during de Vere's minority, no record of the payments has survived.

#### **4. The Queen's lawsuits against de Vere for the remainder of the revenue from the lands which had constituted his mother's jointure, and for the revenue during his entire wardship from lands and offices which had descended to him in tail**

The Queen's depredations against de Vere during his minority did not stop at taking more than the one-third of the net yearly revenue from his lands to which she was legally entitled. As his wardship approached its end,

the Queen initiated a lawsuit with the objective of encroaching still further on the two-thirds of his revenue to which she had no legal entitlement.<sup>161</sup> As mentioned earlier, a judgment by Sir James Dyer in 1571 indicates that the Queen claimed a remainder interest in revenue from lands in which the 16<sup>th</sup> Earl's widow, Margery Golding, Countess of Oxford, who had died on 2 December 1568, had held a life estate as her jointure. Basing his judgment on the provisions of the private Act of Parliament of 23 January 1552 and the Statute of Wills, he held that the Queen was not entitled to the revenue from the lands of Margery Golding's jointure after her death, and that both King Edward VI and the makers of the private Act of Parliament of 23 January 1552 had clearly intended that "no more than the third part of the whole [lands] should be in ward."<sup>162</sup>

The references in Dyer's judgment to a second lawsuit or claim by the Queen are obscure, but a document dating from February 1570<sup>163</sup> indicates that at the time it was prepared the Queen had made two separate claims against de Vere, one for £343 6s 5-1/4d per annum for the entire nine years of his wardship for the revenue from lands and offices which he had inherited in tail (principally Colne Priory and the office of Lord Great Chamberlain), and the other for £471 19s 5-1/4d per annum for the revenue from the date of his mother's death for the lands which had comprised her jointure. Both claims were in addition to the third part of the net yearly revenue from de Vere's total landed inheritance which the Queen had already taken and granted to Dudley.

The first claim would have amounted to more than £3000. The legal basis for it is unclear as the Queen had already taken the net yearly revenue from Colne Priory as part of her "thirds," and granted it to Dudley, so that during the wardship either the Queen, or Dudley, or both, had already received the revenue from the lands which de Vere had inherited in tail. Only the revenue from the office of Lord Great Chamberlain had gone to de Vere during his wardship.<sup>164</sup> It thus seems that, having taken the lands in question as part of her "thirds," and having received the revenue from them already, the Queen was seeking to take the revenues a second time in the form of a judgment against de Vere for £3000. Sir James Dyer's judgment<sup>165</sup> on this second claim consists of a single sentence:

But of all the lands that were given in tail by King Henry 8, the Queen shall have the whole in ward etc.

Dyer thus seems to allow the Queen the revenue from the lands comprised in Henry VIII's grant of Colne Priory, but to exclude the revenue from the office of Lord Great Chamberlain. This finding is not surprising, since the Statute of Wills speaks only of lands held of the Crown as a tenant-in-chief by knight service, not offices. What this judgment meant in practical terms is difficult to determine.

What motivated the Queen to make these legal claims against de Vere is also unclear, but it is likely that Sir Robert Dudley whispered encouragement in her ear. He seems to have lived his life by Machiavelli's principle that having made an enemy, one must destroy him, and that ruining an enemy financially is a very effective method of destruction. It is also difficult not to suspect that there is some relationship between the Queen's failure to prevail in these claims and the punitive fine of £2000 levied against de Vere in the Court of Wards shortly thereafter.

### **5. The Queen's fine of £2000 against de Vere in the Court of Wards for his wardship**

It is tempting to call this fine illegal, admittedly a strong term in view of the wide-ranging nature of the royal prerogative. However, "the father of English legal history," John Selden (1584-1654), did not hesitate to use the term: "In all times the Princes in England have done something illegal, to get money."<sup>166</sup> Nor was this fine the only action taken by the Queen against de Vere which might be termed illegal. Later in his life the Queen refused him leave to try his claim to the Lieutenantship of the Forest of Waltham and the keeping of the house and park of Havering in the courts,<sup>167</sup> and ordered Sir Christopher Hatton (1540-1591) to arbitrate the matter. When Hatton was ready to render his decision, however, the Queen refused to hear it. As de Vere wrote to Lord Burghley in a letter of 25 October 1593, the Queen was "resolved to dispose thereof at her pleasure," whether it was legally hers or not:

After much ado, and a good year spent by delays from her Majesty, my Lord Chancellor, then Sir Christopher Hatton, being earnestly called upon, appointed a time of hearing, both for her Majesty's learned counsel at the law and mine, whereupon what he conceived thereby of my title, he was ready to have made his report unto her Majesty. But such was my misfortune (I do not think her mind to do me any wrong),

that she flatly refused therein to hear my Lord Chancellor, and for a final answer commanded me no more to follow the suit for, whether it was hers or mine, she was resolved to dispose thereof at her pleasure. A strange sentence, methought, which, being justly considered, I may say she had done me more favour if she had suffered me to try my title at law, than this arbitrament under pretence of expedition and grace; the extremity had been far more safe than the remedy which I was persuaded to accept.<sup>168</sup>

As discussed earlier, de Vere's wardship was worth £2250 to the Queen, while the leasing out of her one-third interest in the revenue from his lands during his minority was worth £7125 to her. She could have realized £9375 had she sold both these assets to third parties in 1562.<sup>169</sup>

The Queen did not, however, sell both assets in 1562. She granted her "thirds" in de Vere's lands to Dudley under circumstances which raise questions as to whether she received any rent at all, and she chose not to sell the wardship, making a conscious decision to forgo the £2250 she could have had for it. She may have been constrained by social pressures from selling his wardship. Although the wardships of the underage heirs of tenants in chief from all other classes of Elizabethan society were routinely sold off by the Court of Wards to willing purchasers, the wardships of young noblemen remained unsold, and the Queen remained the legal guardian of these noble wards until they came of age.<sup>170</sup> Bell writes:

It must be admitted that the position of the nobleman left a minor is obscure. It was categorically stated in 1604 that he paid a fine only, the wardship being granted to his own use. But this claim is not substantiated by the records of the Court, which show that such wardships were frequently granted to third parties, and the even more curious point has been brought out by Mr Hurstfield that, for some of the most important noblemen's wardships falling during Burghley's mastership, there is no record of a grant either to the ward himself or to another. But whatever may have been the theoretical position of the noble ward, there is little doubt that, in practice, he was placed in the household of some great man, and in this way something of the real intentions of medieval wardship was fulfilled.<sup>171</sup>

Bell indicates that in 1604, at the beginning of King James' reign, by paying a fine a young nobleman could have his wardship granted to his own use. But this was not an option in Queen Elizabeth's day. The decision whether a young nobleman's wardship would be sold rested with the Queen. However, having chosen not to sell de Vere's wardship to a third party in 1562 for £2250, could the Queen then legally sell it to de Vere himself after he had come of age in the form of a crushing fine of £2000 in the Court of Wards? The answer would appear to be no, because once he had come of age there would have been no wardship left to sell. Yet that is precisely what the Queen did. A contemporary document sets out a schedule for de Vere's repayment of the £2000 fine for his wardship:

The whole fine for the wardship of the right honourable Edward, Earl of Oxenford, was stalled to be paid by ten obligations of £200 apiece, due as followeth.<sup>172</sup>

On what legal basis the Queen purported to sell de Vere's own wardship to him after he had come of age remains, to say the least, obscure.<sup>173</sup>

## **6. The Queen's failure to follow the clause in the 16<sup>th</sup> Earl's will which would have ensured that de Vere had adequate funds available to pay the fine for his livery when he came of age**

Another way in which the Queen mismanaged de Vere's wardship was in failing to ensure that he had sufficient funds to pay the fine for his livery when he came of age.

As mentioned earlier, during the nine years of his minority, 71% of his net yearly revenue went to others, while only 29% went to the Court of Wards, whose officials controlled it and expended it for his maintenance and almost certainly for the maintenance of his sister Mary. The foreseeable result of this state was that when de Vere came of age he would likely have no funds with which to pay the heavy fine imposed by the Court of Wards when he sued livery unless some provision were made by his legal guardian for this eventuality while he was a ward. The Queen was de Vere's legal guardian during his wardship, yet she made no such provision. When he came of age, there had been no funds available to him to pay the £1257 18s 3/4d fine assessed against

him in the Court of Wards when he was granted license to enter on his lands, much less the £2000 fine assessed for his wardship. This situation came about despite a letter from his mother, Margery Golding, to Sir William Cecil on 7 May 1565, which merits quotation in full because of the seriousness of the matter involved:

My commendations to you remembered, whereas my Lord of Oxenford my son, now the Queen's Majesty's ward, is by law entitled to have a certain portion of his inheritance from the death of my late Lord and husband, his father, and presently to his use to be received, and as I understand the same portion particularly is set forth by order of the Queen's Majesty's honorable Court of Wards and Liveries, if it might stand with your pleasure that the same portion so set forth might by your order be committed to some such of his friends during his minority so as he might be truly answered of the whole issues and profits of the same at his full age, he should have good cause to think himself much bound to you for the same, for otherwise when he shall come to his full age he shall not be able either to furnish his house with stuff or other provision meet for one of his calling, neither be able to bear the charges of the suit of his livery, which charges were foreseen and provided for by my said late Lord and husband and his counsel learned by such devises as they made that his said son should thus be entitled to a portion of his inheritance during his minority. And if the same portion should remain in the hands of my Lord now in his minority, and not committed to some such persons as should be bound to answer him the same at his full age, the care which my said Lord, his father, and his counsel learned had for the aid and relief of him at his full age might come to small effect, which matter moveth me earnestly to become a suitor to you in this behalf. And in case it might please you to think me, being his natural mother, meet to be one to have the order, receipt and government of the said portion, joined with some other of worship and substance and Robert Christmas for the true answering of the mean profits of the same to my Lord at his full age, I would willingly travail to procure such persons to join with me in it as shall be to your contentation, and therewith they to be bound in such bonds for the true answering of the said revenues and profits as shall seem unto you good. And herein I shall especially pray you I may understand your pleasure by the bringer hereof. And so with

my hearty thanks for your gentleness toward me showed, I take my leave this 7<sup>th</sup> day of May, 1565.<sup>174</sup>

In her letter, Margery Golding refers to this clause in the 16<sup>th</sup> Earl's will:

Item, I will, give and bequeath unto my son Edward, Lord Bulbeck, one thousand marks [=£666 13s 4d] of lawful money of England, to be paid unto him by my said executors as it may conveniently be levied of the manors, lands and tenements hereafter by me bequeathed to the use of this my last will.<sup>175</sup>

It is clear that the 16<sup>th</sup> Earl had, in consultation with his legal counsel, attempted to ensure that if his son became a ward he would have funds on reaching the age of majority to set up his household and to pay the heavy fine which would be assessed by the Court of Wards when he sued his livery. It is equally clear that the young de Vere's mother was concerned that the Queen, as de Vere's legal guardian, was not seeing that the 16<sup>th</sup> Earl's foresighted plan was carried out. The cavalier manner in which the Queen abrogated her responsibilities, and even prevented de Vere's own mother and friends from at least partially protecting him from financial disaster, is shocking.

### **7. The Queen's failure to further the marriage contract for de Vere which had been entered into by the 16<sup>th</sup> Earl and the 3<sup>rd</sup> Earl of Huntingdon**

Among the Elizabethan nobility, marriages were of paramount importance in ensuring the continued financial success of a family. As mentioned earlier, the 16<sup>th</sup> Earl had entered into a marriage contract for his son and heir with the Earl of Huntingdon. When the 16<sup>th</sup> Earl died a month later, it would have been a simple matter for the Queen, as his legal guardian with the right to control his marriage, to have entered into a new marriage contract with her kinsman, the Earl of Huntingdon. Instead, she deliberately allowed any prospect of it to fade into oblivion, even though the marriage would have been a financially beneficial and socially appropriate. She chose to ignore the 16<sup>th</sup> Earl's intent as cavalierly as she had ignored the law entitling her to no more than a third of the net yearly revenue from the young de Vere's lands during his minority. The 1562 marriage contract was never heard of again.

After he came of age, de Vere negotiated a marriage with Lord Burghley's daughter, Anne Cecil. We first hear of his prospective marriage three months after he had reached the age of majority, in a letter of 28 July 1571 written by Lord St. John to the Earl of Rutland:

Th' Earl of Oxenford hath gotten him a wife – or at the least a wife hath caught him – that is Mistress Anne Cecil, whereunto the Queen hath given her consent.<sup>176</sup>

It should be noted that the consent alluded to by Lord St. John does not appear to be the Queen's consent as de Vere's legal guardian since he had come of age several months earlier. It was consent of a more practical nature. For a courtier to marry without the Queen's express consent was to invite disaster, as Sir Walter Raleigh and others found out to their dismay.

The fact that the Queen gave her consent indicates that she favored the marriage, a conclusion which is strengthened by the fact that the wedding took place at court at Whitehall on 16 December 1571, presumably in the Queen's presence. There is, however, an aspect of the ceremony which is troubling. De Vere had been contracted by the 16<sup>th</sup> Earl to marry a sister of the 3<sup>rd</sup> Earl of Huntingdon, but instead, in what can only, under the circumstances, be considered a bizarre double wedding, he married Anne Cecil. In his uncle George Golding's words, "the same day, year and place" of de Vere's marriage, Lord Herbert married de Vere's intended bride, Elizabeth Hastings.<sup>177</sup> The peculiar symmetry of this double wedding suggests that the Queen perhaps had some qualms as to whether the earlier marriage contract had really been validly dispensed with.

The right to arrange or sell a ward's marriage was a valuable incident of wardship. The Queen could have sold the wardship, which of course included the right to his marriage, to a third party for £2250 in 1562, but she chose to forgo the sale of it. The right to offer de Vere a marriage herself, and to reap the financial benefit of so doing from a third party, then remained with her until he came of age. Had he refused a marriage offered to him by the Queen as his legal guardian, he would have been liable to pay a crushing fine.<sup>178</sup> But she chose to forgo that right as well. The reason is unclear. Perhaps it was because of lingering doubts concerning the earlier marriage contract made by the 16<sup>th</sup> Earl, or perhaps because the Queen was not personally enamored of the idea of her courtiers marrying. But whatever the reason, de Vere reached the age

of majority without having been offered a marriage by his legal guardian, and once he reached the age of majority on 12 April 1571, it would seem that the Queen no longer had any right to offer him a marriage.

Having thus forgone her right to sell de Vere's marriage, the Queen then assessed a fine of £2000 against him in the Court of Wards for his wardship.<sup>179</sup> Confusingly, the fine is referred to in some documents as a fine for his marriage,<sup>180</sup> and that may in fact be what it really was, since according to some of the older authorities on prerogative wardship:

[T]he king will have the value of the ward's marriage even if he does not offer him a marriage, unlike a common person who must offer a marriage and have the ward reject it to get the value of the marriage.<sup>181</sup>

If this was the ground on which the Queen based the fine, it would appear that she was relying on a very narrow and highly inequitable interpretation of her prerogative rights. She had denied de Vere a socially appropriate and financially beneficial marriage arranged for him by his father, and had already reaped a very substantial financial benefit from his wardship. The enormous sum of £7735 7s had gone into her coffers from de Vere's lands during his minority, or if not into her own coffers, then into Sir Robert Dudley's coffers by her express wish and direction. In addition, the Queen had levied a fine of £1257 18s 3/4d when she granted de Vere license to enter on his lands. Moreover, there is no evidence that the Queen granted an exhibition for de Vere's maintenance during his minority.<sup>182</sup> He had apparently been supported entirely from the revenue from his own lands for the nine years during which he was her ward. The fine of £2000 levied when he came of age thus remains a legal anomaly, and if it was not actually illegal, there can be no question that it was a harsh and heavy-handed abuse of royal prerogative.

### **8. The Queen's unfulfilled promises to de Vere which induced him to spend money in his youth which he could ill afford to spend**

Late in his life, on 2 February 1601, de Vere wrote to his brother-in-law, Sir Robert Cecil:

But if it shall please her Majesty in regard of my youth, time & fortune spent in her court, adding thereto her Majesty's favours & promises

which drew me on without any mistrust the more to presume in mine own expenses, to confer so good a turn to me, that then with your good word and brotherly friendship you will encourage her forward and further it as you may, for I know her Majesty is of that princely disposition that they shall not be deceived which put their trust in her.<sup>183</sup>

It would appear that the Queen's promises of preferment to de Vere in his youth, particularly in the early 1570s when he was one of her favorites, encouraged him to live as one of her courtiers, wearing costly fashions to please her eye, bestowing jewels on her for New Year's gifts, and otherwise incurring ruinous expenses in the hope of the preferment which the Queen never granted him, although she showered other favorites with honors, lands and titles. It is not unreasonable to speculate that the impression given to de Vere by the Queen that his financial future was secure played a large part in his decision to remain at court and to expend considerable sums in his youth on clothing, jewels and other accoutrements of court life which he could ill afford. By the time he realized that he was destined never to receive preferment from the Queen, it was too late. His money had been vainly spent, the Queen had imposed crippling fines on him in the Court of Wards, and his lands were gone.

## **Conclusion**

The fines assessed by the Queen against de Vere in the Court of Wards included £2000 for his wardship, £1257 18s 3/4d for livery, and £48 19s 9-1/4d for mean rates. The total amounted to £3306 17s 10d.<sup>184</sup> This shockingly large debt was guaranteed by bonds to the Court of Wards entered into in 1571/2 by de Vere in the amount of £11,000, as he later reminded Lord Burghley in a letter dated 30 June 1591.<sup>185</sup> De Vere's own bonds to the Court of Wards were in turn guaranteed by bonds to the Court of Wards in the amount of £5000 each entered into in 1572 by two guarantors, his first cousin, John (d.1581), Lord Darcy of Chiche,<sup>186</sup> and Sir William Waldegrave of Smallbridge.<sup>187</sup> In return for these guarantees, Edward de Vere entered into two statutes<sup>188</sup> of £6000 apiece to John, Lord Darcy, and Sir William Waldegrave.<sup>189</sup> Moreover, each time de Vere sold land, he was required to enter into a recognizance to the purchaser to save the purchaser harmless from possible extents<sup>190</sup> by the Queen against the land for his debt to the Court of Wards. TNA 30/34/14 indicates that by

1587 there were still £150,000 worth of these recognizances outstanding.<sup>191</sup> This huge superstructure of debt impacted on every transaction de Vere made concerning the lands which he had inherited from his father.

It is thus clear that from the moment he came of age and entered into possession of his lands in 1572, de Vere was well on the road to financial ruin.<sup>192</sup> He owed a very large debt to the Court of Wards, and was beset with a serious cash flow problem. Cash flow problems were not uncommon for members of the nobility in a society in which credit was difficult to obtain, but in Edward de Vere's case they were exacerbated by the fact that his lands were already tied up as security for thousands of pounds worth of bonds in the Court of Wards.<sup>193</sup> He was thus unable from the outset to ameliorate his cash flow problems by borrowing against his lands, and it was the Queen herself who had put him in that position.

To get out from under this crushing burden of debt, de Vere was required to adhere to a rigid repayment schedule set out by the Court of Wards. A copy of the schedule indicates that from 1572 on he was to pay £200 a year for the fine for his wardship, and £100 a year for the fine for livery until the entire debt of £3306 17s 10d had been retired.<sup>194</sup> Notes made by Lord Burghley indicate, however, that de Vere made only a single payment of £200, and that all his bonds but one were therefore forfeited to the Court of Wards. The forfeitures amounted to £11,446 13s 4d,<sup>195</sup> and apart from the single payment of £200, his original debt had not been repaid either. By 1591, then, according to Lord Burghley's notes, de Vere owed the Court of Wards the staggering sum of £14,553 12s 1d, consisting of the unpaid portion of the original debt, i.e. £3106 18s 9d, and £11,446 13s 4d in forfeitures.<sup>196</sup>

De Vere had received nothing tangible in return for this enormous debt to the Court of Wards. The debt merely represented fines, the largest of them perhaps illegal, levied against him by the Court for his wardship and livery, and the forfeitures which followed upon his non-payment of those fines. One must wonder why he did not make the annual payments of £300 to the Court of Wards required under the schedule for repayment. Why did he not avoid, if possible, the disastrous forfeitures which accrued as each payment date was missed, particularly when Lord Burghley had provided a marriage portion for his daughter, Anne Cecil, in the amount of £3000, which could have been applied against the debt?<sup>197</sup>

The answer to these questions would appear to be provided in the letter quoted above, in which he states that the Queen's promises had lulled him

into a false sense of security. Many members of the nobility had substantial and long-standing debts to the Crown, particularly the Queen's favorites.<sup>198</sup> There was no reason for de Vere, in his youth, to think that he would be treated differently from other members of the nobility with respect to repayment of his debt. Lulled by that false sense of security, he doubtless deferred the payment to the Court of Wards in favor of the payment of other more pressing current expenses, thinking that when preferment eventually came to him, it would be an easy matter to square things with the Court of Wards. Preferment never came, however, and his financial situation steadily worsened with the continued sale of his lands.

Under these circumstances, it does not seem unfair to place a large part of the blame for de Vere's eventual financial downfall on the Queen. It appears never to have occurred to historians to do so, but when one considers de Vere's relatively small inheritance, the unfulfilled promises of preferment the Queen made to him in his youth which induced him to expend sums he could ill afford, her shocking mismanagement of his wardship, and the enormous fine of £2000 she imposed on him in the Court of Wards, it is difficult not to place most of the blame for de Vere's financial downfall squarely where it belongs, on the Queen herself. Her lifelong infatuation with Dudley and her desire to "benefit" him in 1562 far outweighed her concern for the twelve-year-old boy who became her ward after his father's death in that year. While de Vere himself cannot be entirely absolved of responsibility, it is clear that the Queen's role in actively setting the stage for his eventual financial downfall is far greater than has been heretofore realized.

For an instructive comparison one need look no further than another of the noble wards to whom the Queen stood as legal guardian at the same time. Edward Manners (1549-1587), 3<sup>rd</sup> Earl of Rutland, inherited annual income of £2485, an amount comparable to de Vere's £2250. However the Queen did not lease those lands out to one of her favourites. Lord Burghley managed Edward Manners' lands during his minority, and his prudent care was such that Rutland was able to live "in considerable splendour both at Court and in the country" for the remaining fourteen years of his life.<sup>199</sup>

Would that Edward de Vere had been as fortunate!

## ENDNOTES

<sup>1</sup> Most of the documents cited in these endnotes can be accessed on the

Documents page of The Oxford Authorship Site at <http://www.oxford-shakespeare.com/>. The following abbreviations are used in the endnotes: TNA = The National Archives; BL = British Library; ERO = Essex Record Office; CP = Cecil Papers; APC = Acts of the Privy Council; HL = Huntington Library; DNB = Dictionary of National Biography, online edition; OED = Oxford English Dictionary, online edition.

<sup>2</sup> The fine extorted from the 16<sup>th</sup> Earl by Somerset comprised all the lands which the 16<sup>th</sup> Earl held in 1548 with the exception of lands in Chester, lands in Langdon Hills and Wennington, and the lands comprised in Henry VIII's grant of Colne Priory to John de Vere (1482-1540), 15<sup>th</sup> Earl of Oxford, and his heirs by letters patent dated 22 July 1536 (see TNA C 66/668 mbs. 26-27, and ERO D/DPr/631). Somerset may have exempted Colne Priory from the fine because he had qualms about appropriating a large grant which had been made by his recently deceased brother-in-law, Henry VIII (1491-1547). The 16<sup>th</sup> Earl's lands in Chester may have been omitted because by the statute *De modo levandi fines* of 18 Edward I, no fine could be levied unless upon a suit commenced by writ, and the King's writ did not run in the county palatine of Chester, which had its own courts (see William Cruise, *A Digest of the Laws of England Respecting Real Property*, Vol. 3 (London: Saunders and Benning, 1835), 71, 102).

<sup>3</sup> While it does not explain Somerset's extortion against the 16<sup>th</sup> Earl in 1548, it should be noted that only two years earlier there had been enmity between Somerset and the 16<sup>th</sup> Earl's brother-in-law, Henry Howard (1517-1547), Earl of Surrey. According to the DNB entry for Howard: "Seeking political alliance to safeguard his family's position, in June 1546 Norfolk proposed marriages between the Howards and Seymours. But Surrey had turned against the earl of Hertford and his brother, Sir Thomas Seymour." The feeling was mutual. From the DNB entry for Somerset: "In April he was closely involved in the prosecution of Henry Howard, Earl of Surrey, who was convicted for eating meat during Lent and breaking windows while carousing through the streets of London." Surrey was executed on Tower Hill on 19 January 1547, only a year before Somerset's extortion against the 16<sup>th</sup> Earl.

<sup>4</sup> To transfer to the ownership of another. (OED)

<sup>5</sup> TNA E 328/345. All the lands included in the license were said to be held by the 16<sup>th</sup> Earl as tenant in chief of the Crown by knight service.

- <sup>6</sup> A deed between two or more parties with mutual covenants, executed in two or more copies, all having their tops or edges correspondingly indented or serrated for identification and security. (OED)
- <sup>7</sup> A bond or obligation by which a person undertakes before a court or magistrate to perform some act or observe some condition, such as to pay a debt, or appear when summoned. (OED)
- <sup>8</sup> Henry Seymour (1540-c.1600) later married Joan or Jane Percy, the daughter of Thomas Percy (1528-1572), 7<sup>th</sup> Earl of Northumberland (see DNB articles on Henry Seymour's mother, Anne, Duchess of Somerset, and Joan or Jane Percy's father, Thomas Percy, Earl of Northumberland). She is said to have been born in 1567 in Cockermouth, and to have died after 1591. They had no children.
- <sup>9</sup> An estate in land, etc., belonging to the owner and his heirs for ever, without limitation to any particular class of heirs. (OED)
- <sup>10</sup> A fine or 'final agreement' was the compromise of a fictitious or collusive suit for the possession of lands. (OED) For the fine of 10 February and 16 April 1548, see TNA E 328/403, and Marc Fitch and Frederick Emmison, eds., *Feet of Fines for Essex, Vol V: 1547-1580* (Oxford: Leopard's Head Press, 1991), 9. The fine states that the 16<sup>th</sup> Earl received 40,000 marks in silver from Somerset in payment for the lands, but the private Act of Parliament of 23 January 1552 by which the 16<sup>th</sup> Earl's lands were restored to him after Somerset's extortion makes it clear that the 16<sup>th</sup> Earl received nothing for transferring title to the lands of the Oxford earldom to Somerset (see HL/PO/PB/1/1551/5E6n35). Joined with Somerset as grantees in the fine were his brother-in-law, Sir Michael Stanhope (d.1552), his first cousin (and the 16<sup>th</sup> Earl's brother-in-law), Sir Thomas Darcy (1506-1558), and the 16<sup>th</sup> Earl's legal counsellor, John Lucas (d.1556). The roles played by Stanhope, Darcy and Lucas are not entirely clear, and the legal interests they acquired by way of the fine are equally unclear, since the Act of Parliament which rectified Somerset's extortion against the 16<sup>th</sup> Earl contains no specific discussion of the issue.
- <sup>11</sup> No copy of either the indenture of 1 February 1548 or the recognizance of 26 February 1548 has survived, but they are discussed in the Act by which the 16<sup>th</sup> Earl's lands were restored to him after Somerset's execution, and in the letters patent of 22 January 1553 by which King Edward VI restored certain bonds, jewels and other chattels to the 16<sup>th</sup>

Earl (see TNA C 66/848). The terms of the indenture of 1 February 1548 were likely very similar to the terms of the licence to alienate of 30 January 1548.

<sup>12</sup> Denunciation of punishment or vengeance. (OED)

<sup>13</sup> The original Act in the House of Lords Record Office, HL/PO/PB/1/1551/5E6n35, is undated, and there is some question as to whether it was passed on 22 or 23 January. The preponderance of evidence suggests that it was passed on 23 January. Two copies of the original are also extant, TNA C 89/4/18, dated 17 May 1552, and TNA C 89/4/12, dated 12 February 1566. An earlier private Act of Parliament passed in 1547 which might have shed further light on Somerset's extortion against the 16<sup>th</sup> Earl has been lost. It is listed in the catalog of the Parliamentary Archives at the House of Lords as HL/PO/PB/1/1547/MISSING. Private Act, 1 Edward VI, c. 7, An Act concerning the Lands and Possessions of the Earl of Oxford.

<sup>14</sup> The settlement of the succession of a landed estate, so that it cannot be bequeathed at pleasure by any one possessor. (OED)

<sup>15</sup> In a lawsuit in 1585 it was alleged that the 16<sup>th</sup> Earl went through a form of marriage with his mistress, a certain Joan Jockey, after he and his first wife, Dorothy Neville, had separated and before Dorothy Neville's death. However, this bigamous marriage, if it actually occurred, would have been an ecclesiastical, not a criminal, matter, and the Act specifically states that Somerset purported to act "under the colour of administration of justice," and mentions specious "criminal causes" alleged by Somerset against the 16<sup>th</sup> Earl. For details of the Joan Jockey incident, see HL EL5870.

<sup>16</sup> HL/PO/PB/1/1551/5E6n35 and HL/PO/PB/1/1551/5E6n37.

<sup>17</sup> J.H. Baker, ed., *Reports from the Lost Notebooks of Sir James Dyer* (London: Selden Society, 1994), 196-8.

<sup>18</sup> See DNB entry for Sir James Dyer.

<sup>19</sup> See 32 Henry VIII, c. 78. The clause in the private Act of Parliament of April 1540 which wrought the legal "metamorphosis" is described in the Act which repealed it as follows: "And it was further enacted by the same Act that all other manors, lands, tenements and hereditaments with th' appurtenances which after the making of the same former Act should happen to come to the said late Duke and his heirs in fee simple in possession, reversion or remainder by descent, gift, purchase

or otherwise should by virtue of the said Act be deemed and judged in and to the said late Duke and his heirs males lawfully begotten upon the body of the said Lady Anne, then his wife” (see HL/PO/PB/1/1551/5E6n37). The provision secretly converted the lands of the Oxford earldom comprised in the fine of 10 February 1548 into lands entailed on Somerset and his heirs by his second wife, Anne. The provisions of the indenture of 1 February 1548 which purported to assure the lands to the 16<sup>th</sup> Earl’s daughter Katherine and her prospective husband, Henry Seymour, thus merely served as cover for the real nature of the transaction.

<sup>20</sup> The legal consequences of judgment of death or outlawry, in respect of treason or felony, viz. forfeiture of estate real and personal, corruption of blood, so that the condemned could neither inherit nor transmit by descent, and generally, extinction of all civil rights and capacities. (OED)

<sup>21</sup> HL/PO/PB/1/1551/5E6n37.

<sup>22</sup> W.K. Jordan, *Edward VI: The Threshold of Power* (London: Allen & Unwin, 1970), 337.

<sup>23</sup> TNA PROB 11/17, ff. 82-90.

<sup>24</sup> TNA C 54/626.

<sup>25</sup> The fine was made before the Justices of the Common Pleas on 10 February, and granted and recorded before the same Justices on 16 April 1548. It will be referred to hereafter as the fine of 10 February 1548.

<sup>26</sup> A trust or confidence reposed in a person for the holding of property, etc., of which another receives or is entitled to the profits or benefits. (OED) The Statute of Uses had been passed in 1536 by Henry VIII in order to prevent the severance of legal from beneficial ownership (see 27 Henry VIII, c. 10).

<sup>27</sup> HL/PO/PB/1/1551/5E6n35.

<sup>28</sup> In feudal law, the guardianship and custody of the person and lands of a minor with all profits accruing during his minority. (OED)

<sup>29</sup> The 16<sup>th</sup> Earl’s brothers, Aubrey and Geoffrey Vere.

<sup>30</sup> As mentioned above, the “lands given in tail by King Henry 8” consisted of Henry VIII’s grant of Colne Priory to the 15<sup>th</sup> Earl. Sir James Dyer’s comment suggests that the lands comprised in this grant were the only lands held by the 16<sup>th</sup> Earl at his death as a tenant in chief of the Crown

by knight service.

<sup>31</sup> A person who acquires property, especially land, in any way other than by inheritance. (OED)

<sup>32</sup> HL/PO/PB/1/1551/5E6n35.

<sup>33</sup> Of, relating to, or arising from prerogative or special privilege, privileged; specifically of, relating to, or arising from royal or governmental prerogative. (OED)

<sup>34</sup> 32 Henry VIII, c. 1.

<sup>35</sup> 33-34 Henry VIII, c. 5.

<sup>36</sup> Under the feudal system: The military service which a knight was bound to render as a condition of holding his lands; hence, the tenure of land under the condition of performing military service. (OED) The question of which lands the 16<sup>th</sup> Earl actually held by knight service after he had been restored to a use in his lands by the 1552 Act of Parliament does not appear to have been properly investigated by the officials who conducted his inquisition post mortem.

<sup>37</sup> Feudal law: The right of the English Crown, on the death of a tenant-in-chief, to take and retain seisin of land until the heir has performed homage and paid relief (subsequently regarded as equivalent to the profits of the inherited estate for the first year). (OED)

<sup>38</sup> An obvious reference to the language of the Statute of Wills and “The bill concerning the explanation of wills.”

<sup>39</sup> King Edward VI’s license to alienate had specified that the tenures were to be transferred. In the case of each manor, the license specifies that Somerset is to hold the lands ‘by the services thereof owed & of right customary’ (see TNA E 328/345).

<sup>40</sup> The Act refers to “the late attainer & death of the said late Duke,” making it clear that it was enacted after his death.

<sup>41</sup> The complexity of the legal issues involved is evidenced by the fact that the case was argued on three separate occasions. Dyer writes of his initial judgment: “And of that opinion was Wilbraham, now Attorney of the Court of Wards. But the opinion of Keilway, Surveyor of the Liveries, and of the whole counsel of the same court, and the opinion of Saunders, Chief Baron, and of Lord Burghley, Master of the Wards, in the inner chamber of the same court the following Trinity term was against Wilbraham and Dyer. But afterwards the matter was ordered by assent of the Queen that the opinion of Walsh and Southcote, JJ.,

should be examined in the cause, who gave their opinions with Dyer and Wilbraham, and accordingly the matter was there decreed and ordered.”

<sup>42</sup> Queen Elizabeth’s letters patent of 30 May 1572 licensing de Vere to enter on his lands make no mention of the private Act of Parliament of 23 January 1552. It appears that at the time of the license in 1572 she based her claim to de Vere’s wardship on the fact that Somerset had exempted Henry VIII’s grant of Colne Priory from the 1548 fine, with the result that the 16<sup>th</sup> Earl continued to hold Colne Priory as a tenant in chief by knight service (see TNA C 66/668 mbs. 26-27, ERO D/DPr/631 and TNA E 328/403).

<sup>43</sup> Somerset’s animosity towards the 16<sup>th</sup> Earl was apparent as early as 21 May 1547, only a few months after King Henry VIII’s death, when Somerset ordered the 16<sup>th</sup> Earl to surrender his patent for the office of Lord Great Chamberlain “for the clear extinction of his pretenced claim to the said office, whereunto he could show nothing of good ground to have right to the same” (see John Roche Dasent, ed., *Acts of the Privy Council, New Series, Vol. II: A.D. 1547-1550* [London: Her Majesty’s Stationery Office, 1890], 93).

<sup>44</sup> HL EL5870.

<sup>45</sup> TNA E 328/345.

<sup>46</sup> ERO T/R 168/2. The 16<sup>th</sup> Earl had for some months planned to marry his first wife’s goddaughter and waiting gentlewoman, Dorothy Foster, but Somerset and his brother-in-law Sir Michael Stanhope (d.1552), and his first cousin (and the 16<sup>th</sup> Earl’s brother-in-law), Sir Thomas Darcy (1506)-1558), had taken active steps to restrict contact between the two (see TNA SP 10/1/45). She later married John Anson, and died at Felsted in Essex, c. 1556-7 (see HL EL5870).

<sup>47</sup> The right of succession and inheritance due to a firstborn, especially a firstborn son. (OED)

<sup>48</sup> The 16<sup>th</sup> Earl would have been given some hope by clauses in the license to alienate of 30 January 1548 which provided that for lack of issue of his daughter Katherine and her husband, Henry Seymour, certain lands would come to the 16<sup>th</sup> Earl’s male heir. However, this was false hope because of the legal “metamorphosis” by which those lands had already become secretly entailed on Somerset and the heirs of his second marriage by the combined operation of the fine of 10 February 1548

and the private Act of Parliament of April 1540.

- <sup>49</sup> Although he could not undo the marriage, Somerset had already ensured, via the fine of 10 February 1548, that the 16<sup>th</sup> Earl could not assign any lands to his new wife as her jointure. Moreover, after learning of the 16<sup>th</sup> Earl's secret marriage, Somerset took steps to ensure that the 16<sup>th</sup> Earl could not bestow any jewels or other personal possessions on her. On 13 September 1548 Somerset forced the 16<sup>th</sup> Earl to enter into a recognizance for 500 marks to guarantee that he would not dispose of any of his personal possessions before Christmas of that year without Somerset's express permission (see Dasent, 221-2). A few months later Somerset forced the 16<sup>th</sup> Earl to make an unalterable will by which he bequeathed all his jewels and other personal possessions to his daughter, Katherine. No copy of this will survives. However, it is referred to in the letters patent of 22 January 1553 by which King Edward VI restored the 16<sup>th</sup> Earl's personal possessions to him (see TNA C 66/848).
- <sup>50</sup> De Vere's birthdate is given at the end of the inquisition *post mortem* taken after the 16<sup>th</sup> Earl's death (see TNA C 142/136/12).
- <sup>51</sup> See DNB entry for Edward Seymour, Duke of Somerset.
- <sup>52</sup> Lady Jane Grey (1537-1544), the "nine days Queen" and her husband, Lord Guildford Dudley (c.1535-1554), were executed on 12 February 1554. See DNB entry, "Jane Grey."
- <sup>53</sup> For an account of the 16<sup>th</sup> Earl's support of Queen Mary, see Diarmaid MacCulloch, ed. & trans., "*The Vita Mariae Angliae Reginae* of Robert Wingfield of Brantham" in *Camden Miscellany XXVIII*, Camden 4th series, vol. 29, (London: Royal Historical Society, 1984), 181-301, at 263-4, 266.
- <sup>54</sup> During the attempt to put his sister-in-law, Lady Jane Grey, on the throne, Sir Robert Dudley, then a young man of 19, worked alongside his father, John, Duke of Northumberland. On 19 July 1553 he proclaimed Jane as Queen at King's Lynn. As a result of his part in the effort to supplant Queen Mary, Dudley was arrested in July 1553 and imprisoned in the Tower until the autumn of 1554 (see MacCullough, 254, 296, 341).
- <sup>55</sup> See DNB entry, "Robert Dudley, Earl of Leicester."
- <sup>56</sup> ERO Q/SR 5/121.
- <sup>57</sup> ERO Q/SR 6/25.
- <sup>58</sup> An endorsement in Latin on the 16<sup>th</sup> Earl's indenture of 2 June 1562

states that he appeared in Chancery on 5 July 1562 to acknowledge the indenture (see TNA C 54/626), while an endorsement in Latin on it of 1 July 1562 states that it was also acknowledged, presumably along with the recognizance in the amount of £3000 mentioned therein, in Chancery on 5 July 1562 (see HL HAP o/s Box 3 (19)).

- <sup>59</sup> TNA C 54/626. The only lands held by the 16<sup>th</sup> Earl not included in the indenture were the lands comprised in Henry VIII's grant of Colne Priory and the manors of Christian Malford, Thorncombe, Colbrooke and Acton Trussell.
- <sup>60</sup> HL HAP o/s Box 3 (19).
- <sup>61</sup> TNA PROB 11/46, ff. 174v-176.
- <sup>62</sup> As noted above, the only lands not comprised in the fine were the 16<sup>th</sup> Earl's lands in Chester, Wennington, and Langdon Hills, and those included in Henry VIII's grant of Colne Priory.
- <sup>63</sup> TNA C 54/626. In his will of 28 July 1562, the 16<sup>th</sup> Earl referred to the indenture as a "late deed of entail" (see TNA PROB 11/46, ff. 174v-6).
- <sup>64</sup> Norfolk's parents were Henry Howard (1517-1547), Earl of Surrey, and his wife Frances de Vere (d.1577), sister of the 16<sup>th</sup> Earl of Oxford.
- <sup>65</sup> Sir Robert Dudley was knighted in 1550. In the indenture and in other documents of the period he is styled "Lord Robert Dudley," the courtesy title for a Duke's younger son. On what basis that title was preserved after his father's attainder is unclear.
- <sup>66</sup> Sir Robert Dudley was related by marriage to Thomas Howard (1538-1572), 4<sup>th</sup> Duke of Norfolk. His brother, Henry Dudley (d.1557), had married Margaret Audley (d.1564). After Henry Dudley's death, Margaret married Norfolk, and was his wife at the time of the making of the 16<sup>th</sup> Earl's indenture of 2 June 1562. This relationship between the Dudleys and the 16<sup>th</sup> Earl's nephew, Thomas Howard, 4<sup>th</sup> Duke of Norfolk, through Margaret Audley likely helped Sir Robert Dudley earn the 16<sup>th</sup> Earl's confidence in the summer of 1562.
- <sup>67</sup> HL HAP o/s Box 3(19). The indenture is signed and sealed by the 16<sup>th</sup> Earl, and is endorsed: "Signed, sealed and delivered on the day and year above-written in the presence of John Wentworth and Thomas Golding, knights, John Gybon and Henry Golding, esquires, John Booth, Jasper Jones and John Lovell, gentlemen."
- <sup>68</sup> Mary Hastings died unmarried before 1589, having received a proposal of marriage in 1583 from Czar Ivan the Terrible. Elizabeth Hastings

(d.1621) married Edward Somerset (c.1550-1628), Earl of Worcester, in 1571. See Claire Cross, *The Puritan Earl* (London: Macmillan, 1966), 29-30. Their father, Francis Hastings (1514-1560), 2<sup>nd</sup> Earl of Huntingdon, bequeathed each of his daughters £1000 towards her marriage: “I will and devise that every of my said daughters (except my said daughter Clinton) shall have one thousand pounds of lawful money towards her marriage paid to her as every of the said daughters shall accomplish the age of 18 years old, or else before that time at the time of her marriage if she be married before that age” (see TNA PROB 11/4, ff. 57-62).

<sup>69</sup> The entry for Henry Hastings (1536?-1595), 3<sup>rd</sup> Earl of Huntingdon in the DNB takes notice of the closeness between the Dudley and Hastings families: “During the reign of Edward VI the second earl of Huntingdon threw in his lot with the Duke of Northumberland, sealing the alliance with the marriage of his eldest son to Katherine Dudley (c.1538–1620), the duke’s youngest daughter, on 25 May 1553. Both Huntingdon and Lord Hastings backed Northumberland in his attempt to divert the succession in favour of Lady Jane Grey in July 1553, and on Mary Tudor’s triumph they found themselves imprisoned for a time in the Tower.” The 3<sup>rd</sup> Earl and his wife Katherine (nee Dudley) had no children. A marriage between de Vere and one of the 3<sup>rd</sup> Earl’s sisters was thus the only alliance under the circumstances through which Sir Robert Dudley could earn the 16<sup>th</sup> Earl’s goodwill by playing matchmaker.

<sup>70</sup> Translated from the Latin, the endorsement reads: And it is to be remembered that on the fifth day of July in the year above-written the forenamed John de Vere, Earl of Oxford, came before the said Lady the Queen in her Chancery and acknowledged the foresaid indenture and all & singular in it contained & specified in the form above-written.

<sup>71</sup> The great-grandmother of the Earl of Huntingdon and his sisters was Margaret, Countess of Salisbury (executed 1541), the daughter of George, Duke of Clarence, brother of King Edward IV and King Richard III.

<sup>72</sup> It is also worth remarking that his brother-in-law Huntingdon’s claim to the throne was later covertly but vigorously advanced by Sir Robert Dudley (then Earl of Leicester), according to the author of *Leicester’s Commonwealth*. See *Leicester’s Commonwealth* at <http://www.oxford-shakespeare.com/leicester.html>.

- <sup>73</sup> For the original will, see TNA PROB 10/51. For the Prerogative Court of Canterbury copy, see TNA PROB 11/46, ff. 174v-6. A supervisor or overseer was appointed by a testator to assist the executors of a will. (OED)
- <sup>74</sup> For evidence that Robert Christmas entered Dudley's service not long after the 16<sup>th</sup> Earl's death and while he was administering the 16<sup>th</sup> Earl's will, see TNA WARD 8/13, in which Robert Christmas is referred to as "steward of the manor of East Bergholt." The 16<sup>th</sup> Earl's inquisition post mortem does not state that the 16<sup>th</sup> Earl had appointed Robert Christmas as steward of the manor, which suggests that it was Dudley who did so, particularly since Dudley's accounts for all the manors of the Oxford earldom which he enjoyed by the Queen's grant during de Vere's minority were administered through the manor of East Bergholt. See also BL Lansdowne 6/34, ff. 96-7, a letter dated 11 October 1563 from Margery Golding, Countess of Oxford, to Sir William Cecil, in which she claims that Robert Christmas' man, in Dudley's name, had commanded the tenants not to provide her with rent corn at Michaelmas for her household provision. See also TNA SP 15/13/5, a letter dated 6 February 1566 from Sir William Cecil and other members of the Court of Wards addressed "To our loving friend Robert Christmas, gentleman, servant unto the right honourable the Earl of Leicester." Simon Adams writes that "Robert Christmas (d.1584), MP, was a central figure in Dudley's household between 1565 and the late 1570s. He received livery and a badge in 1567, and in 1571 was described as Dudley's treasurer (*Black Book*, 36)." See Simon Adams, ed., *Household Accounts and Disbursement Books of Robert Dudley, Earl of Leicester, 1558-1561, 1584-1586*, Camden Society, 5<sup>th</sup> series, vol. 6 (London: Royal Historical Society, 1995), 17. One of the first to notice the role played by Sir Robert Dudley and Robert Christmas with respect to the 16<sup>th</sup> Earl's lands was Gwynneth Bowen. See her two-part article "What happened at Hedingham and Earls Colne?" *Shakespearean Authorship Review*, Summer 1970 and Spring 1971, at <http://www.sourcetext.com/sourcebook/library/bowen/index.htm>. A complicated web of relationships by marriage linking the 16<sup>th</sup> Earl, Dudley, and Christmas makes the grant of administration of the 16<sup>th</sup> Earl's will to Christmas as sole administrator highly suspicious. Christmas was the son of John Christmas, a wealthy alderman in

Colchester. John Christmas's cousin was Lord Chancellor Sir Thomas Audley (1488-1544), who had been born at Earls Colne (one of the principal residences of the Earls of Oxford), had served as town clerk of Colchester, and had married, as his first wife, Cristina (d.1538), the daughter of Sir Thomas Barnardiston (see Laquita M. Higgs, *Godliness and Governance in Tudor Colchester* [Ann Arbor: University of Michigan Press, 1998], 25, 32, 50, and DNB entry for Sir Thomas Audley).

Cristina's brother, Sir Thomas Barnardiston, was married to Anne (nee Lucas), the sister of John Lucas (d.1556), another of the 16<sup>th</sup> Earl's most trusted servants. Lucas was related by marriage to Robert Christmas; he married, as his second wife, Elizabeth (nee Christmas), the daughter of Robert's brother, George Christmas (d.1567) (see Higgs, 133).

George Christmas (d.1567), in turn, was related to the 16<sup>th</sup> Earl's brother-in-law, Henry Golding. George Christmas married Bridget (nee Foster), the sister of George Foster (d.1556), the first husband of Alice (nee Clovyle) Golding (d.1587), who after George Foster's death married the 16<sup>th</sup> Earl's brother-in-law, Henry Golding (d.1576). See Walter C. Metcalfe, ed., *The Visitations of Suffolk* (Exeter: William Pollard, 1882), 29-30, and Reginald M. Glencross, *Administrations in the Prerogative Court of Canterbury* (Exeter: William Pollard, 1912), 77. Even more significantly, Robert Christmas was related by marriage to Sir Robert Dudley through Margaret Audley (1540-1564), one of the daughters of Lord Chancellor Audley by his second wife, who married, first, Robert Dudley's brother, Henry Dudley (1531?-1557), and then the 16<sup>th</sup> Earl of Oxford's nephew, Thomas Howard (1538-1572), 4<sup>th</sup> Duke of Norfolk.

<sup>75</sup> See the note in TNA PROB 11/46, ff. 174v-6.

<sup>76</sup> BL MS Stowe Charter 633-4.

<sup>77</sup> The properties added were the manor of Lamport in Northamptonshire, the lands and tenements called Paynes in Pentlow in Essex, and the manors of Munslow with the members, and Norton in Hales in Salop, with the proviso that if manors in Salop were sold, Margery Golding would receive the rents.

<sup>78</sup> Barwicks, Scotneys, Gibcrack and Fingrith in Essex, Fowlmere in Cambridge, and Warmingham, North Rode, Blacon, Ashton, Worleston and the Gate of Westchester in Chester.

<sup>79</sup> See TNA C 54/626. De Vere's title during his father's lifetime was Lord Bulbeck, and any wife whom he married while his father was still alive

would be styled “Lady Bulbeck.”

<sup>80</sup> “To th’ use of the Lady Bulbeck immediately after marriage solemnized with the said Edward, Lord Bulbeck, for term of her life, and after her decease then to th’ use of the said Edward, Lord Bulbeck.”

<sup>81</sup> “To th’ use of him, the said Earl, for term of his life without impeachment of any waste, and after his decease to th’ use of the said Lady Bulbeck, wife to the said Edward, Lord Bulbeck, for term of her life, and after her decease to th’ use of the said Edward, Lord Bulbeck.”

<sup>82</sup> Simon Adams states that the lands Northumberland had purchased for his son were lost in Northumberland’s attainder, and therefore on his release from prison in 1554 Robert Dudley was “propertyless.” He was unable even to inherit the fifty marks’ worth of land left to him under the terms of his mother’s will until Queen Mary waived her rights to the estate, which permitted the negotiation of a family agreement in November 1555 in which Robert Dudley is described as having been “left with nothing to live by.” The agreement permitted Robert Dudley to purchase the manor of Hales Owen from his mother’s estate, but according to Adams, “by the summer of 1557 parts of Hales Owen had been heavily mortgaged.” See Simon Adams, “The Dudley Clientele, 1553-1563,” in *The Tudor Nobility*, ed. G.W. Bernard (Manchester: Manchester University Press, 1992), 250.

<sup>83</sup> See DNB entry, “Robert Dudley, Earl of Leicester.”

<sup>84</sup> Dudley’s contemporary reputation as a poisoner is recorded in *Leicester’s Commonwealth* and other contemporary documents. These sources suggest that his practice was not to do the deed himself, but rather to have trusted associates carry out his instructions. Dudley’s most trusted associate in the 16<sup>th</sup> Earl’s household appears to have been Robert Christmas (d.1584).

<sup>85</sup> Christmas also reaped a substantial financial benefit from the 16<sup>th</sup> Earl’s will in the form of a bequest of the lease of the manor of Weybourn, a lease which would have generated £597 3s 9d in revenue over its 21-year duration. This fact makes the relationship between Sir Robert Dudley and Robert Christmas, the appointment of Robert Christmas as sole administrator of the 16<sup>th</sup> Earl’s will, and his carrying out of the administration while he was in Sir Robert Dudley’s service, all the more suspicious.

<sup>86</sup> The sale value of de Vere’s lands is a separate issue. McGlynn notes that

monastic lands had sold at 20 years purchase during the reign of Henry VIII, and that those sales represented current market price (see Margaret McGlynn, *The Royal Prerogative and the Learning of the Inns of Court* [Cambridge: Cambridge University Press, 2003], 214). If that ratio is applied to de Vere's lands, the sale value of his inherited lands was 20 times the net yearly revenue of £2250, or approximately £45,000 in total.

<sup>87</sup> The value of an inheritance, and thus of a wardship, was based on the net yearly revenue generated by the lands left by the deceased tenant in chief, not on the sale value of the lands, since the Crown could not sell the lands outright. The Crown could merely lease its one-third interest in the lands of the deceased tenant in chief to a third party for the duration of the heir's wardship, basing the price it sought for the lease on the net yearly revenue generated by the lands.

<sup>88</sup> A perhaps apocryphal story told of John de Vere (1499-1526), 14<sup>th</sup> Earl of Oxford, that "some had offered to pay the Earl of Oxford £12,000 per year when he came into his inheritance" was mistakenly applied to Edward de Vere by Sir Thomas Wilson (d.1629) in his manuscript "The State of England Anno Dom. 1600" (see TNA SP 12/280), and Sir George Buck (d.1622) in his manuscript life of Richard III (see BL Cotton Tiberius E.X., and Arthur Noel Kincaid, ed., *The History of King Richard III* [1619] by Sir George Buck, Master of the Revels [Gloucester: Alan Sutton, 1979], 169-70). For the story concerning the 14<sup>th</sup> Earl, see Thomas Wright, *The History and Topography of the County of Essex*, vol. I, (London: George Virtue, 1836), 515-16. Unfortunately Wilson's egregiously mistaken figure has been accepted at face value by some modern historians. See Roger Schofield, "Taxation and the Political Limits of the Tudor state," in *Law and Government Under the Tudors* (Cambridge: Cambridge University Press, 1988), 227-56 at 241: "The annual incomes of the peers, therefore, would seem to have been ludicrously undervalued in the later sixteenth century, and this inference is confirmed in those cases in which the subsidy assessments can be compared with independent evidence. For example, the Earl of Oxford was independently estimated as worth £12,000 per annum in the 1570s, yet he was assessed at £1000 in the subsidies of 1571 and 1576, £200 in 1581 and £100 thereafter'.

<sup>89</sup> TNA SC 11/919, mbs. 450-457. Revenue from the office of Lord Great

Chamberlain is not included in this document. Considerable confusion about the 16<sup>th</sup> Earl's net yearly revenue has arisen from Stone's estimate that the *gross* rental value of the 16<sup>th</sup> Earl's lands in 1559 was £3000-£3,999. Stone does not cite the documents on which he based the estimate. It is thus not possible to compare Stone's estimate for *gross* rental of the 16<sup>th</sup> Earl's lands in 1559 with the precise breakdown of the net yearly revenue of the lands inherited by the 16<sup>th</sup> Earl in TNA SC 11/919, mbs. 450-457, but it seems clear from the latter document that Stone's estimate is far too high, even for gross rental. See Lawrence Stone, *The Crisis of the Aristocracy, 1558-1641* (Oxford: Clarendon Press, 1965), 760.

<sup>90</sup> As the Statute of Wills confines itself to lands and makes no mention of offices, it could be argued that the revenue of £103 13s 4d from the office of Lord Great Chamberlain should be excluded from the calculation of the total revenue from which the Queen took her third part. However since the revenue from the office of Lord Great Chamberlain is included in all the relevant documents apart from the marriage contract, it has not been deducted from any of the figures given in this article.

<sup>91</sup> HL HAP o/s Box 3(19).

<sup>92</sup> TNA C 142/136/12. *Inquisitio post mortem*, an inquisition after death. In old English law, an inquisition of office held, during the continuance of the military tenures, upon the death of every one of the king's tenants, to inquire of what lands he died seised, who was his heir, and of what age, in order to entitle the king to his marriage, wardship, relief, primer seisin, or other advantages. *Black's Law Dictionary*, rev. 4<sup>th</sup> ed. (St Paul, Minnesota: West Publishing, 1968), 929.

<sup>93</sup> It should be noted that the inquisition post mortem includes net yearly revenue of £24 from the manor of Mountnessing which the 16<sup>th</sup> Earl held in reversion after the death of Agnes Wilford. De Vere received no revenue from this reversion during his minority, as Agnes Wilford was still alive in 1573, when she and her husband, William Wilford, quitclaimed "whatever [interest in Mountnessing] they had for the life of Agnes" to John Jackson (see Fitch, 175). Mountnessing is not mentioned in either TNA WARD 8/13 or TNA SP 12/31/29, ff. 53-55. For the sake of completeness in comparing the inquisition post mortem with those two documents, the total in the inquisition post mortem

could be decreased by £24. It should also be noted that the Archbishop of Canterbury successfully made a retroactive claim of private wardship in 1567 for one-third of the revenue from the manor of Fleet, which decreased the net revenue which de Vere actually received during his minority by £12 13s 4d per annum (see TNA WARD 9/105, f. 145v).

<sup>94</sup> Other Court of Wards documents which provide annual rentals for portions of de Vere's lands, and which confirm figures given in the documents already cited, include TNA SP 12/33/32, ff. 76-81 and TNA SP 12/44/19, ff. 41-50.

<sup>95</sup> An officer of the ancient Court of Wards. (OED)

<sup>96</sup> ERO D/DU 65/72.

<sup>97</sup> H.E. Bell, *An Introduction to the History and Records of the Court of Wards & Liveries* (Holmes Beach, Florida: William W. Gaunt, 1986), 55.

<sup>98</sup> Joel Hurstfield, *The Queen's Wards* (London: Frank Cass, 1973), 85.

<sup>99</sup> TNA C 66/1090, mbs. 29-30.

<sup>100</sup> The figure is taken from CP 25/105. The figures given for livery in TNA C 2/Eliz/T6/48 and in Lord Burghley's notes in BL Lansdowne 68/11, ff. 22-3, 28 vary slightly, but the differences amount to only a shilling.

<sup>101</sup> The legal delivery of real property into a person's possession; (also) a writ by which possession of property is obtained from the Court of Wards and Liveries. (OED)

<sup>102</sup> Hurstfield, 172-3.

<sup>103</sup> A general livery was sued by writ and required proof of age. The Queen's letters patent of 30 May 1572 granting de Vere license to enter on his lands without proof of age make it clear that he did not sue a general livery.

<sup>104</sup> McGlynn, 147.

<sup>105</sup> Hurstfield, 168.

<sup>106</sup> Stone concludes that "in the early seventeenth century an earl could not maintain a suitable establishment at the top of the scale on much less than £5,000 a year: £500 for clothes and other personal needs; £1,000 allowance to wife and family, £1,500 to £2,000 for the kitchen, £500 for the stables, £400 for miscellaneous tradesmen's bills, £500 for wages and liveries, £400 for repairs to houses, and £100 for gifts and alms. In addition there was parliamentary taxation, which might amount to as much as £200 a year, pensions to old servants, which varied enormously in size, and the cost of estate management. There were rents of land on

lease and fee-farm land, legal costs, and the expense of running parks and gardens and the demesne farm. Over and above all these recurrent charges, there were the extraordinary demands for capital expenditure on marriage portions for daughters, new buildings and royal service, to say nothing of the drain of interest charges on loans and the repayment of capital” (see Stone, *Crisis*, 548).

<sup>107</sup> Stone refers to “the cost of attendance at Court in the hope of office, which in the long run was likely to empty the purse of the average baron, unless the Crown came to the rescue” (see Stone, *Crisis*, 186). Although the Queen never appointed de Vere to the Privy Council or any other publicly acknowledged office, he did receive the grant of Castle Rising in Norfolk by letters patent of 15 January 1578. Castle Rising had been the property of his first cousin, Thomas Howard, 4<sup>th</sup> Duke of Norfolk, whose life de Vere had attempted to save before he was executed for treason on 2 June 1572. By its very nature, the grant would have produced friction between de Vere and his first cousin, Lord Henry Howard (1540-1614), Norfolk’s brother, and his first cousin once removed, Norfolk’s eldest son, Philip Howard (1557-1595), 13<sup>th</sup> Earl of Arundel. Moreover, the yearly fees which de Vere was required to pay to the Queen and others for Castle Rising appear to have almost equaled the annual revenue from the property. Within six months of the grant, on 22 June 1578, de Vere sold Castle Rising to Philip Howard’s servant, Roger Townshend (c.1544–1590). It seems possible that the entire transaction was a means by which Castle Rising was indirectly returned to the Howards. See TNA C 66/1165, mbs. 34-7 and Norfolk Record Office HOW 144.

<sup>108</sup> Phrase “in reversion,” conditional upon the expiry of a grant or the death of a person. (OED)

<sup>109</sup> The discrepancy between the figure of £680 18s 2-3/4d given in Parts 1-25 of WARD 8/13 for the Queen’s thirds, and the much higher figure of £859 9s 8d for the identical lands given in the Queen’s grant to Sir Robert Dudley in Part 25 of WARD 8/13 is explained by the fact that as soon as he took possession of the core de Vere lands, Dudley raised rents to the existing tenants and rented out manors and other lands which the 16<sup>th</sup> Earl had used for the personal occupation and sustenance of himself and his household during his lifetime.

<sup>110</sup> Philip Morant, *The History and Antiquities of the County of Essex*, vol. 2

(London: T. Osborne, 1768), 328.

<sup>111</sup> TNA WARD 8/13.

<sup>112</sup> TNA SP 12/66/47, f. 135, and Baker, 196-8. In TNA WARD 8/13, the annual rental value of the Countess of Oxford's jointure is stated to be £444 15s; in TNA SP 12/66/47, f. 135 it is stated to be £471 19s 5-1/4d.

<sup>113</sup> See Baker, 196-8.

<sup>114</sup> For the lands and offices which descended to de Vere in tail see TNA SP 12/31/29, ff. 53-5.

<sup>115</sup> A license to traverse (IND 1/10291) in Michaelmas 1573 perhaps indicates that a lawsuit by the Queen against de Vere involving the revenue from Colne Priory and the office of Lord Great Chamberlain was litigated in that year. See Baker, 196. There is also a reference to one or the other of these lawsuits in a memorandum in which Lord Burghley writes that "I did use all the good means that I could to have the case adjudged for him [i.e. de Vere] for the arrearages of lands that descended to him over and above the thirds" (see CP 9/92).

<sup>116</sup> TNA PROB 11/46, ff. 174v-6.

<sup>117</sup> The figures given in TNA SP 12/44/19, ff. 41-50 suggest that this amount was actually slightly less because certain rents were in arrears.

<sup>118</sup> De Vere's maintenance included such items as the cost of room and board for himself and his servants, his clothing, his horses, his education, and all other necessary expenses for someone of his station in life.

<sup>119</sup> Although their dates of death are not recorded, Aubrey and Geoffrey Vere had both apparently died by 18 April 1580, when separate fines were levied of the manor of Battles Hall in which Aubrey held a life estate (see TNA CP 25/2/131/1677/22ELIZIEASTER, Item 9) and the manor of Gutteridge, in which Geoffrey held a life estate (see TNA CP 25/2/131/1677/22ELIZIEASTER, Item 6). Their wives were presumably dead by that date as well. Although Battles Hall was not sold to the brother of the composer William Byrd (d.1623) until 1580, on 20 January 1577 a fine was levied of the manor to de Vere's friend and kinsman, Charles Arundel, likely for the purpose of regularizing de Vere's title to the property (see TNA CP 25/2/130/1665/19 ELIZIHIL, Item 31). The life estate in certain lands held by de Vere's third paternal uncle, Robert Vere (d.1598), is mentioned in TNA C 54/626. Robert Vere disposed of his life estate by a fine of 29 June 1579 after the death of his first wife, Barbara (nee Cornwall), the widow of Francis

Berners, at which time de Vere also sold his reversionary interest in the lands in question, apparently at his uncle's request (see TNA CP 25/2/131/1675/21/22ELIZITRIN, Item 10 and TNA C 3/251/104).

<sup>120</sup> Despite the term of 20 years stipulated in the 16<sup>th</sup> Earl's will (see TNA PROB 11/46, ff. 174-6v), this revenue appears to have been sequestered from de Vere until 1583, i.e., for 21 years after his father's death. It should also be noted that in the relevant clause the 16<sup>th</sup> Earl not only set aside the revenue from the enumerated lands for payment of his debts and legacies, but also the residue of all his goods, chattels, jewels, apparel and any debts owing to him, so that there was, in fact, a larger sum available for payment of the 16<sup>th</sup> Earl's debts and legacies than the annual revenue from the stipulated lands alone.

<sup>121</sup> See the will of Sir Ambrose Nicholas, TNA PROB 11/60, and TNA 30/34/14, no. 3.

<sup>122</sup> It is a sad commentary on scholarship that modern historians castigate de Vere for profligacy without providing evidence of specific expenditures which could be so characterized. de Vere's continental tour and the renovation of his London mansion of Fisher's Folly appear to have constituted his largest expenditures, and both were reasonable undertakings for someone of his station in life.

<sup>123</sup> CP 160/119. Mary de Vere's marriage portion of two thousand marks [=£1333 6s 8d] was to be paid to her by the 16<sup>th</sup> Earl's executors on the day of her marriage.

<sup>124</sup> CP 159/113.

<sup>125</sup> See ERO D/Drg2/25.

<sup>126</sup> For example, de Vere owed the very large sum of £918 to Thomas Skinner, mercer, and other large sums to jewelers, goldsmiths, haberdashers, tailors and embroiderers.

<sup>127</sup> CP 159/113.

<sup>128</sup> It appears that de Vere is speaking here of his stepsister Katherine, Lady Windsor, not his sister Mary de Vere. Katherine had been assigned a marriage portion of £1000 in the Act of Parliament by which the 16<sup>th</sup> Earl's lands were restored to him (see HL/PO/PB/A/1551/5E6n35). One thousand marks [=£666 13s 4d] was still owing when her father-in-law, William (1498-1558), 2<sup>nd</sup> Lord Windsor, made his will on 10 August 1558 (see TNA PROB 11/42A, ff. 91-4). In addition, the 16<sup>th</sup> Earl had left Katherine and her husband, Edward (1532?-1575), 3<sup>rd</sup>

Lord Windsor, a legacy of 300 marks [=£200] in his will. Lord Windsor had died on 24 January 1575. Thus the legacy, if still unpaid, was now Katherine's alone. Mary de Vere had been left a marriage portion of 2000 marks [=£1333 13s 4d] in the 16<sup>th</sup> Earl's will. Katherine's marriage portion of £1000, her legacy of 300 marks, and Mary de Vere's marriage portion of 2000 marks were all to be raised from the revenue of the lands set aside for 20 years in the 16<sup>th</sup> Earl's will for payment of his debts and performance of his will.

<sup>129</sup> CP 8/12.

<sup>130</sup> Hurstfield prefers the term "annual rental value."

<sup>131</sup> Hurstfield, 84.

<sup>132</sup> Hurstfield, 84-5.

<sup>133</sup> Hurstfield, 86.

<sup>134</sup> Hurstfield, 86.

<sup>135</sup> See Hurstfield, 85, and Bell, 55.

<sup>136</sup> Hurstfield, 121, quoting from a manuscript treatise on the Court of Wards and Liveries in BL Lansdowne 121, f. 30r.

<sup>137</sup> See *Leicester's Commonwealth* at <http://www.oxford-shakespeare.com/leicester.html>.

<sup>138</sup> BL Lansdowne 6/34, ff. 96-7.

<sup>139</sup> The jurors in the inquisition *post mortem* had stated in 1563 that the honor or manor of Castle Hedingham and the manors of Lamarsh, Colne Wake, East Bergholt, Thorncombe and Christian Malford were held of the Queen in chief by knight service. Their findings appear to be contradicted by Sir James Dyer's judgment in 1571. Moreover, before stating that Castle Hedingham was held by knight service, the jurors had stated in a prior clause that the tenure by which the honor or manor of Castle Hedingham was held was unknown to them.

<sup>140</sup> A statute of 1549 ordained that when an inquisition could not discover the tenure by which land was held, or from whom it was held, it would not automatically be taken as a tenure for the king. Instead a *melius inquierendum* would issue, to inquire further (see McGlynn, 238, and 2 & 3 Edw. VI c. 8, *Statutes of the Realm*, vol. 4, 47-48).

<sup>141</sup> Evidence that Sir Robert Dudley had assumed *de facto* control over the core de Vere lands in East Anglia immediately after the 16<sup>th</sup> Earl's death is found in the Queen's grant of 22 October 1563, by which date Dudley already owed the Queen the sum of £1061 10s 7-3/4d for those lands. Moreover

the grant itself states that Dudley is to have and to hold the lands “from the day of the death of the said John de Vere” (see TNA WARD 8/13, Part 25, manor of East Bergholt). The status which his control over these lands gave Dudley can be gauged by a reference in 1565 to “the manor of Heveningham [=Hedingham] Castle, of which the Earl of Leicester is lord” (see TNA SP 12/37/33).

<sup>142</sup> 32 Henry VIII, c. 1.

<sup>143</sup> In practical terms, few tenants in chief disposed of two-thirds of their lands by will. The widow of the tenant in chief usually held a life estate in the revenue from certain lands as her jointure, and the revenue from other lands was usually set aside for a period of 21 years by the tenant in chief in his will for the payment of his debts and legacies. After the death of the widow and the expiry of the 21-year term, these lands would come to the heir, often under an entail in the original grant.

<sup>144</sup> A payment, varying in value and kind according to rank and tenure, made to the overlord by the heir of a feudal tenant on taking up possession of the vacant estate. (OED)

<sup>145</sup> The King’s prerogative rights were, of course, not new. They had existed since the feudal period. What was new was the provision that a tenant in chief could dispose by will of two-thirds of his lands provided that he left one-third for the exercise of the King’s prerogative rights.

<sup>146</sup> Hurstfield, 18.

<sup>147</sup> Since the Statute of Wills confines itself to lands and makes no mention of offices, it could be argued that the revenue of £103 13s 4d from the office of Lord Great Chamberlain should be excluded from the calculation of the total revenue from which the Queen took her third part.

<sup>148</sup> See TNA WARD 8/13, Part 25, manor of East Bergholt.

<sup>149</sup> See the grant in TNA WARD 8/13, Part 25, manor of East Bergholt.

<sup>150</sup> For these manors, see also TNA SP 12/33/32, ff. 76-81.

<sup>151</sup> The manors which came to de Vere as joint purchaser with his father were Castle Camps, Abington, Chesham Higham, Chesham Bury, Whitchurch, Aston Sandford, Acton Trussell, Christian Malford, Thorncombe, Colbrooke, and all his manors in Cornwall. Only a few of the fees and annuities listed in the Queen’s decree came out of these manors. They included fees and annuities to Henry Golding, John Lovell, Edward Clere, Richard Wood and John Clench. TNA SP

12/44/119, ff. 41-50 indicates that the fees and annuities of Henry Golding, John Lovell and Richard Wood at least continued to be paid out of de Vere's manors, despite the Queen's decree.

<sup>152</sup> See DNB entry for Robert Dudley, Earl of Leicester.

<sup>153</sup> See *Leicester's Commonwealth* at <http://www.oxford-shakespeare.com/leicester.html>.

<sup>154</sup> As noted earlier, the fact that Dudley immediately raised the rents does not mean that the lands were necessarily undervalued. Dudley had no long-term commitment to the tenants, and the increases likely reflect his desire to turn a quick profit and his lack of concern for the interests of either de Vere or his tenants.

<sup>155</sup> See TNA SP 12/31/29, ff. 53-55 for the lands which the Queen originally took as her thirds. Interestingly, the lands originally taken by the Queen as her thirds in this document total only £642 9s 10d, a very modest sum when compared to the revenue of £859 9s 8d per annum which she granted to Dudley on 22 October 1563.

<sup>156</sup> TNA SP 12/31/29, ff. 53-55. Essentially, the Queen exchanged the lands comprised in Henry VIII's valuable grant of Colne Priory for the lands in scattered counties which she taken earlier.

<sup>157</sup> The Queen's lease dated 28 June 1582 to her kinsman, Charles (1526-1624), 2<sup>nd</sup> Lord Howard of Effingham, of her thirds in the lands of her ward, Henry Wriothesley (1573-1624), 3<sup>rd</sup> Earl of Southampton, is an example of a lease in standard form against which the irregularities in the Queen's lease to Sir Robert Dudley can be measured. For example, the Queen did not waive the initial premium in her indenture of lease to Lord Howard of Effingham (see Hampshire Record Office 5M53/273).

<sup>158</sup> Hurstfield, 88.

<sup>159</sup> The lands were valued in the grant at £859 9s 8d. Under the terms of the grant, Dudley was required to pay the Queen's feodaries in Essex, Suffolk and Cambridge a total of £803 9s 8-1/2d. The difference of £55 19s 11-1/2d was comprised of various deductions and reprises listed in the grant itself. It should be noted that the yearly rent to the Queen of £66 which ought to have been included in the grant and paid by Dudley for the very valuable property of Colne Priory was omitted from the grant, a matter brought to the attention of Dudley's servant, Robert Christmas, in a letter dated 6 February 1566 from Lord Burghley and other officers of the Court of Wards, by which time the rent was three

years in arrears (see TNA SP 15/13/5).

<sup>160</sup> TNA WARD 8/13, Part 25, manor of East Bergholt.

<sup>161</sup> It is not clear whether there was a single lawsuit with two separate claims or two separate lawsuits.

<sup>162</sup> See Baker, 196-8.

<sup>163</sup> TNA SP 12/66/47, f. 135.

<sup>164</sup> TNA SP 12/31/29, ff. 53-55 states that the lands which descended to de Vere in tail were Colne Priory, Barwick Hall, Inglesthorpe, Colneford Mill, the rectories of Belchamp and Bentley, Hedingham nunnery with the demesne lands, certain lands in Wennington and Langdon Hills, all in Essex; Hinxton and the rectory of Wickham in Cambridgeshire; and three tenements in the City of London and the office of Lord Great Chamberlain, for a total of £343 6s 5-1/4d. All were included in the Queen's grant to Dudley with the exception of the office of Lord Great Chamberlain, and all were included in Henry VIII's grant of Colne Priory with the except of the office of Lord Great Chamberlain and the lands in Wennington and Langdon Hills. It is not clear how the lands in Wennington and Langdon Hills descended in tail.

<sup>165</sup> It is not entirely clear whether the second claim was before him for judgment at that time, or whether it had been dealt with earlier, and Dyer was merely reiterating the earlier finding of the court.

<sup>166</sup> *The Table-talk of John Selden*, quoted in the OED under the definition of "illegal."

<sup>167</sup> The 16<sup>th</sup> Earl included the Lieutenantship of the Forest of Waltham and the keeping of the house and park of Havering as one of his inherited offices in his indenture of 2 June 1562, but although the jurors made many references to the indenture in the inquisition post mortem of 18 January 1563, they pointedly refrained from any mention of this office.

<sup>168</sup> BL Harley 6996/22, ff. 42-3.

<sup>169</sup> Hurstfield notes that the grant of the "body" of a ward was "by letters patent issued under the Great Seal," and included an exhibition or maintenance allowance paid by the Court of Wards to the guardian during the ward's minority, the "custodium" or actual possession of the ward, and the maritagium, the right to marry the ward to whomever the guardian chose. See Hurstfield, 89. See also Bell, 122, in which it is stated that the Court of Wards generally gave the legal guardian "along with the wardship of the body, an annuity or exhibition out of the

ward's lands, which was intended to be spent on the heir's maintenance and education. In the later days of the Court the exhibition had settled down to an average of one tenth of the yearly value of the lands, but earlier it was more generous."

<sup>170</sup> The wardships of Edward de Vere, 17<sup>th</sup> Earl of Oxford; Philip Howard (1557-1595), 13<sup>th</sup> Earl of Arundel; Edward Manners (1549-1587), 3<sup>rd</sup> Earl of Rutland; Roger Manners (1576-1612), 5<sup>th</sup> Earl of Rutland; Robert Devereux (1565-1601), 2<sup>nd</sup> Earl of Essex, and Philip (1555-1625), 3<sup>rd</sup> Lord Wharton, were not sold. The only young nobleman whose wardship was sold during Queen Elizabeth's reign was Henry Wriothesley (1573-1624), 3<sup>rd</sup> Earl of Southampton (see Hurstfield, 249, and G.P.V. Akrigg, *Shakespeare and the Earl of Southampton* [Cambridge: Harvard University Press, 1968], 21-2). According to Akrigg, Southampton's lands were valued at £1,097, and his wardship and marriage were sold to Charles (1526-1624), 2<sup>nd</sup> Lord Howard of Effingham, for £1000. The sale price confirms Hurstfield's suggestion that the sale price of a wardship was the annual rental value of the lands. By indenture dated 28 June 1582 the Queen also transferred her one-third interest in the revenue from Southampton's lands to Lord Howard during Southampton's minority for £370 8-1/2d per annum plus an initial premium of £200 (see Hampshire Record Office 5M53/273). The sale of Southampton's wardship and the lease of his lands to Lord Howard may have been the result of a deliberate attempt to prevent the wardship and lands from going to Dudley, who was favored by Southampton's mother (see Charlotte Carmichael Stopes, *The Life of Henry, Third Earl of Southampton, Shakespeare's Patron* [Cambridge: Cambridge University Press, 1922], 9). Lord Howard was a first cousin of Henry Radcliffe (c.1507-1557), 2<sup>nd</sup> Earl of Sussex. Southampton's maternal grandmother, Jane Radcliffe, was Henry Radcliffe's half-sister. Thus, although Southampton's wardship was sold, it was sold within the family, and more importantly, it was apparently deliberately kept from Dudley, perhaps because by 1581 it had become abundantly clear how disastrously his control of the core lands of the Oxford earldom had affected de Vere's financial situation. In 1588, Lord Burghley also opposed Dudley's efforts to obtain the wardship of Roger Manners (1576-1612), 5<sup>th</sup> Earl of Rutland, likely for the same reason.

<sup>171</sup> Bell, 124.

<sup>172</sup> CP 25/105. The document is undated. However, as a relatively small payment in it for mean rates was scheduled to be paid by de Vere on 1 November 1571, the document indicates that de Vere had entered into at least one of the obligations comprising his debt to the Court of Wards by 1 November 1571. There are also notes in Lord Burghley's hand on BL Lansdowne 68/11, ff. 22-3 referring to the bonds entered into by de Vere to pay for his wardship: "9 obligations for his wardship – debt £1800 – penalty £2700"; "for covenants upon his wardship £3000."

<sup>173</sup> De Vere was technically still in wardship until the Queen granted him license to enter on his lands on 30 May 1572, over a year after he had come of age on 12 April 1571. However this would be tenuous ground on which to base an argument that the Queen granted his wardship to his own use for a fine of £2000.

<sup>174</sup> TNA SP 12/36/47.

<sup>175</sup> TNA PROB 11/46, ff. 174v-6.

<sup>176</sup> HMC Rutland, i, 94.

<sup>177</sup> ERO D/DRg 2/24.

<sup>178</sup> The 3<sup>rd</sup> Earl of Southampton was allegedly assessed an enormous fine of £5000 for refusing the marriage proposed for him by his legal guardian to de Vere's daughter, Elizabeth. It is not known whether Southampton paid the fine since the sole reference to it is found in a letter from the Jesuit Henry Garnet endorsed 19 November 1594, about six weeks after Southampton reached the age of majority, stating that "The young Earl of Southampton, refusing the Lady Vere, payeth £5000 of present payment." See Stonyhurst MSS., Anglia. Vol. I, n. 82, cited in Akrigg, 39.

<sup>179</sup> For the fine of £2000, see TNA C 2/Eliz/T6/48, CP 25/105, BL Lansdowne 68/11, ff. 22-3, 28.

<sup>180</sup> While it is referred to in CP 25/105 and in Lord Burghley's notes in BL Lansdowne 68/11, ff. 22-3 as a fine for wardship, in TNA C 2/Eliz/T6/48 it is referred to as a fine for "wardship and marriage," while de Vere himself refers to it in BL Lansdowne 68/11, ff. 22-23 and 28 simply as "the fine of my marriage." Hurstfield is not helpful on this point. He writes that de Vere "had entered into obligations to purchase his marriage from the Court of Wards, a necessary procedure before he could be free to marry Anne Cecil," treating the situation as though it

were a matter of course for a ward to purchase his own marriage from the Queen, rather than the anomaly it actually was (see Hurstfield, 253).

<sup>181</sup> McGlynn, 53.

<sup>182</sup> An allowance of money for a person's support. (OED) A guardian's obligations included a ward's "drink, food and clothing" (see McGlynn, 157).

<sup>183</sup> CP 76/34.

<sup>184</sup> The figures are taken from CP 25/105. The figures given in TNA C 2/Eliz/T6/48 and in Lord Burghley's notes in BL Lansdowne 68/11, ff. 22-3, 28 vary slightly, but the differences amount to no more than a shilling. The total debt is given in Lord Burghley's notes as £3306 18s 9d.

<sup>185</sup> BL Lansdowne 68/11, ff. 22-3, 28.

<sup>186</sup> John (d.1581), Lord Darcy of Chiche was the son of Thomas (d.1558), Lord Darcy of Chiche, and his second wife, the 16<sup>th</sup> Earl of Oxford's sister, Elizabeth de Vere. As noted below, Darcy had previously been married to Audrey Rainsford, the sister of Juliane Rainsford, the mother of de Vere's other guarantor, Sir William Waldegrave (d.1613).

<sup>187</sup> There is a monument in the Church of St. Mary the Virgin in Bures, Suffolk, to Sir William Waldegrave with the inscription "Here lieth buried Sir William Waldegrave, knight, and Dame Elizabeth, his wife, who lived together in godly marriage 21 years, and had issue 6 sons and 4 daughters. The said Elizabeth departed this life the 10<sup>th</sup> day of May in the year of Our Lord 1581, and the said Sir William deceased the 1<sup>st</sup> day of August in the year of Our Lord 1613." Waldegrave was the son of Sir William Waldegrave (1507-1554) and his wife, Juliane, the daughter of Sir John Rainsford (d.1559) of Bradfield in Essex. As noted above, Juliane Rainsford's sister, Audrey, married, as his first wife, Thomas (d.1558), Lord Darcy of Chiche, a marriage not noticed in *The Complete Peerage*, but noticed in the biography of Sir John Rainsford (d.1559) in *The History of Parliament* at <http://www.histparl.ac.uk>. Sir William Waldegrave's wife, Elizabeth, is said to have been a sister of Thomas Mildmay; it seems likely she was also a sister of Sir Walter Mildmay (1521-1589). After her death, Sir William Waldegrave (d.1613) married Grissell, the youngest daughter of William (1506-1563), 1<sup>st</sup> Baron Paget of Beaudesert.

<sup>188</sup> A Statute Merchant or a Statute Staple was a bond or recognizance by

which the creditor had the power of holding the debtor's lands in case of default. (OED)

- <sup>189</sup> TNA C 2/Eliz/T6/48. Lord Burghley refers in BL Lansdowne 103/47, f. 109 to the "2 statutes made to the Lord Darcy and Sir William Waldegrave of £12,000 by the Earl of Oxford" (see Christopher Paul, "A Crisis of Scholarship: Misreading the Earl of Oxford," *The Oxfordian*, vol. 9 [2006], 91-112 at 111).
- <sup>190</sup> In full, "writ of extent": A writ to recover debts of record due to the Crown, under which the body, lands, and goods of the debtor may be all seized at once to compel payment of the debt. (OED)
- <sup>191</sup> The figure of £150,000 includes the two statutes of £6000 apiece to Darcy and Waldegrave.
- <sup>192</sup> Even Nelson, who has little sympathy for de Vere's financial difficulties, admits that in 1571, even taking into account Lord Burghley's promise of a marriage portion for Anne Cecil in the amount of £3,000 "Oxford's financial condition was nonetheless dire" (see Alan H. Nelson, *Monstrous Adversary; The life of Edward de Vere, 17<sup>th</sup> Earl of Oxford* [Liverpool: Liverpool University Press, 2003], 74).
- <sup>193</sup> See also Nina Green, "An Earl in Bondage," *The Shakespeare Oxford Society Newsletter* (Summer 2004), vol. 40, no. 3, at 1, 13-17.
- <sup>194</sup> CP 25/105.
- <sup>195</sup> In BL Lansdowne 68/11, ff. 22-3, 28, de Vere gives the figure for the forfeitures in round numbers as £11,000.
- <sup>196</sup> BL Lansdowne 68/11, f. 22. As mentioned earlier, the figures in TNA C 2/Eliz/T6/48, CP 25/105 and BL Lansdowne 68/11, f. 22 vary by a shilling, but the difference is insignificant. De Vere's original debt to the Court of Wards in round figures was £3306, of which he paid £200, and the total amount of bonds he forfeited for non-payment of the rest of the original debt, in round figures, was £11, 446.
- <sup>197</sup> Although de Vere and Anne Cecil were married on 16 December 1571, Lord Burghley had not yet paid this marriage portion by 2 September 1573, at which time de Vere wrote: "And for [Anne Cecil's] jointure, £669 6s 8d, in consideration whereof I require of your Lordship for my marriage money £3000, and am content to resign over Combe again." (see CP 159/113). A later note made by Lord Burghley suggests that the marriage portion had been paid prior to 25 April 1576: "£3000 given with her, beside half as much otherwise expended" (see CP 160/99).

See also Stone, *Crisis*, 638.

<sup>198</sup> Dudley himself died owing the crown £35,087, while Sir Christopher Hatton died owing about £42,000. See Mary E. Hazard, *Elizabethan Silent Language* (Lincoln: University of Nebraska Press, 2000), 118.

<sup>199</sup> Lawrence Stone, *Family and Fortune* (Oxford: Clarendon Press, 1973), 171-3.