

SUMMARY: The documents below, which date from 1529-32 during Sir Thomas More's tenure as Lord Chancellor, are the bill of complaint of Oxford's kinsman, Sir Griffith Don (c.1487 – 8 January 1543), and the answer of Richard Eden, Archdeacon of Middlesex, uncle of the translator, Richard Eden (c.1516-1576).

The bill of complaint is listed in the National Archives catalogue:

Reference: C 1/625/13

Short title: Donne v Eden.

Plaintiffs: Griffith Donne, knight, and William Sybley.

Defendants: Richard Eden (Edon), archdeacon of [Middlesex], executor of Henry Eden; and Stephen Malen and Nicholas Coke.

Description: Subject: Unlawful distress on land in Sybley's tenure called 'Hoo' alias 'Hoogrund," whereof Donne has the profits, and which the said Richard agreed to convey to him and Elizabeth, his wife, late the wife of the said Henry, when they surrendered the deed charging her jointure on the said land.

However there appears to be no listing in the catalogue for the defendant's answer, TNA C 1/625/14.

Sir Griffith Don's bill of complaint

According to Sir Griffith Don's bill of complaint, prior to the marriage of Henry Eden and Elizabeth, which took place at some time between 1514 and 1518, Henry Eden entered into a bond for 1000 marks to John Kite (d.1537), then Archbishop of Armagh, and 'other friends' of Elizabeth. The condition of the bond was that it would become void if Henry Eden provided Elizabeth with a jointure in the amount of 40 marks a year. The condition was not fulfilled during Henry Eden's lifetime, leaving the bond in full force and effect at his death.

For the will of Henry Eden, Merchant of the Staple at Calais, dated 28 July 1518 and proved 9 December 1518, in which he names as executors his brother, Richard Eden (d.1549?), Archdeacon of Middlesex, and Master Robert Tonys, see TNA PROB 11/19/176, and the transcript in Howard, Joseph Jackson, ed., *The Visitation of Suffolke, Vol. I*, (Lowestoft: Samuel Tymms, 1866), p. 3 at:

<https://books.google.ca/books?id=ExI2AQAAMAAJ&pg=PA3>

The bill of complaint further alleges that after Sir Griffith Don's marriage to Elizabeth, widow of Henry Eden, an agreement was reached at London on 10 June 1523 between Sir Griffith and Richard Eden by which Sir Griffith surrendered the bond for 1000 marks to Richard Eden in return for the latter's promise to legally ensure the Hoo Ground and other property to Sir Griffith and to his child by Elizabeth. The bill of complaint alleges

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that Richard Eden failed to legally ensure the Hoo Ground as he had agreed to do, although he did permit Sir Griffith to take the profits. Moreover the bill alleges that before he made the agreement with Sir Griffith on 10 June 1523, Richard Eden had already enfeoffed the Hoo Ground to another person whose identity was unknown to Sir Griffith.

The bill of complaint then alleges that after the death of his wife, Elizabeth, Sir Griffith demised the Hoo Ground to William Sybley, who pastured 40 sheep there, which sheep were then distrained at Richard Eden's command. Sybley then brought suit for unlawful distress in the Court of Common Pleas, thus occasioning Sir Griffith's bill of complaint below in which he requests that Richard Eden be enjoined from proceeding further in the suit in the Court of Common Pleas until a decision has been reached in Sir Griffith's own suit in Chancery. The result of neither case is known. However the evidences for the Hoo Ground were bequeathed by Sir Griffith Don in his will, TNA PROB 11/30/109.

For the Hoo Ground, see also:

'Wheathampstead with Harpenden: Manors', in *A History of the County of Hertford: Volume 2*, ed. William Page (London, 1908), pp. 297-309. *British History Online* <http://www.british-history.ac.uk/vch/herts/vol2/pp297-309> [accessed 29 May 2018].

HOOS MANOR or HOO LAND or HOLLAND appears to have consisted of two tenements, each of a carucate in extent, belonging to the Hoo family; one in Wheathampstead, which was eventually included with the Lamer property, and the other in Harpenden, which belongs to the Rothamsted estate. Robert de Hoo received a grant of free warren over his lands in Harpenden in 1292, (fn. 80) and we find that Sir Robert de Hoo succeeded to these tenements on the death of John de Hoo in 1302, (fn. 81) conveying them, two years later, to Alexander his son. (fn. 82) In 1337 Sir Thomas de Hoo, son of Alexander, received a grant of free warren over his lands in Wheathampstead. (fn. 83) The carucate, which eventually went with the Lamer estate, passed in the main line of the Hoo family till it came to Thomas, Lord Hoo, and went by his daughter and co-heir, Eleanor, wife of Sir James Carew, to the Carews of Beddington, (fn. 84) from which time it followed the same descent as the manor of Lamer. The other carucate was sold, it would seem, by Sir Thomas de Hoo, in 1405, to Stephen Spelman, mercer of London, (fn. 85) and in 1461 Thomas Wynter conveyed it, as formerly belonging to Stephen Spelman, to Thomas Tyrrell. (fn. 86) Later it seems to have passed to the family of Eden, and was sold by Richard Eden, in 1540, to Edmund Bardolph, and so followed the descent of the manor of Rothamsted. (fn. 87)

See also Brigg, William, ed., *The Herts Genealogist and Antiquary*, Vol. I, (Harpenden: William Brigg, 1895), p. 150 at:

<https://archive.org/stream/hertsgenealogist01brig#page/n311/mode/2up>

1540 Michaelmas term, 32 Henry VIII

Edmund Broket esq and Edm. Bardolf esq: Tho. Eden esq son and heir of Henry Eden, and Rich. Eden gent. Manor of Howe and lands and rent in Harpenden, Whetehampsted and Redburn.

See also the map at:

<http://www.hertfordshire-genealogy.co.uk/data/books/books-4/book-0406-wheathampstead-accounts.htm>

Richard Eden's answer to the bill of complaint

In his answer to the bill of complaint, Richard Eden alleges that after the death of his brother, Henry Eden, he made a settlement with Elizabeth by which she received plate and other goods worth 400 marks together with lands purchased by Henry Eden from the Abbot of St Alban's as well as the Hoo Ground, and that under the settlement the Hoo Ground was to go after Elizabeth's death to her 'natural son and heir', Richard Eden, i.e. her son by Henry Eden.

Elizabeth then married Sir Griffith Don, with whom the defendant alleges he also made a settlement of the matter. Elizabeth then died, and according to the defendant, the Hoo Ground descended to Richard Eden the younger as 'son and heir unto the said Elizabeth', who after his mother's death 'entered into the said lands and made an estate over unto divers of his friends'.

The defendant further alleges that Elizabeth's son, Richard Eden the younger, 'hath none other living to find him at school but the same lands'.

Elizabeth's son, 'Richard Eden the younger', has been identified by the author of this website as the translator, Richard Eden (c.1516-1576), for whom see the *ODNB* entry and the Wikipedia entry at:

https://en.wikipedia.org/wiki/Richard_Eden

The evidence for the identification of Elizabeth's son as the translator, Richard Eden, is as follows.

Elizabeth married firstly Brian Roche (d. May 1514), Serjeant of the Acatry, by whom she had a son, Nicholas Roche, and a daughter, Grissel Roche (buried 26 February 1582), who married Sir John Boteler (d.1576). Elizabeth married secondly Henry Eden (d.1518), Merchant of the Staple at Calais, by whom she had two sons, the translator Richard Eden (c.1516-1576), and John Eden (mentioned in the will of Sir Griffith Don). Elizabeth married thirdly, Sir Griffith Don (c.1487 – 8 January 1543), by whom she had a daughter, Elizabeth Don, who married Thomas Hughes. See the will of Brian Roche (d. May 1514), TNA PROB 11/17/555, and the inquisition post mortem taken after his death, TNA C 142/31/65; the will of Henry Eden (d.1518), TNA PROB 11/19/176; the will of

Sir Griffith Don, TNA PROB 11/30/109, and the inquisition post mortem taken after his death, TNA C 142/69/79; the will of Sir John Boteler (d.1576), TNA PROB 11/58/211; a Chancery suit, TNA C 1/746/55, dating from the period 1532-1538 brought against Sir Griffith Don by John Butler and Griselda his wife, 'daughter and heir of Brian Roche and of Elizabeth, his wife, afterwards the wife of Griffith Donne, knight', concerning the manors of Lamer, Butlers and Brydell [=Bride Hill] and other lands in Wheathampstead, Harpenden, Sandridge and Luton in Hertfordshire and Bedfordshire.

For the translator Richard Eden's relationship to Grissel Roche (buried 26 February 1582), wife of Sir John Boteler (d.1576), see also Arber, Edward, ed., *The First Three English Books on America*, (Birmingham, 1885), p. xlv at:

<https://archive.org/stream/firstthreeenglis00arberich#page/n47/mode/2up>

Richard Eden, an Englishman, born of a respectable family in Herefordshire [recte Hertfordshire], -- where he still has a sister living, well known to Her Majesty, being the wife of a knight, John Butler of Lamer, -- was well educated as a boy, studied at Cambridge for ten years under that most learned man, Sir Thomas Smyth, now Her Majesty's Secretary [of State], who can testify to his erudition and blameless character.

It should be noted that Sir Griffith Don's wife, Elizabeth, is said to have died in 1541; see the pedigree in McFarlane, K.B., *Hans Memling*, (Oxford: Clarendon Press, 1971). However her death is mentioned in the bill of complaint and answer below, and it is thus clear that she had died before Sir Thomas More's tenure as Lord Chancellor ended in May 1532.

Both the bill of complaint and answer are torn at the upper right, with some loss of text. Suggested text has been supplied in square brackets in the transcript below.

For Sir Griffith Don and his wife, Elizabeth, see also *The Edward de Vere Newsletter*, No. 47, on this website.

TNA C 1/625/13

To the right honourable Sir Thomas More, knight & Lord Chancellor of England

In most humble wise showeth & complaineth unto your good Lordship your daily orators & suppliants, Sir Gryffyn Don, knight, & William Sybley, that where one Henry Eden & Richard Eden, Archdeacon [of Middlesex? . . .] Henry Eden should marry one Elizabeth, late the wife of Bryan Roche, & to & for the consideration that the said Elizabeth had goods & chattels to the value of 14 hundred pounds & more, whereby the said Henry Eden should [become bound in a?] deed obligatory to John, late Archbishop of Armykayn [=Armagh], & other friends of the said Elizabeth unto the use of the said Elizabeth in the sum of a thousand marks sterling, which deed obligatory was endorsed

upon [duoh?], did make or cause to be made to the said Elizabeth a sufficient estate of & in lands & tenements of the clear yearly value of forty marks sterling over & above all charges for term of her life to hold & enjoy in name of her jointure, should be void;

And after the said Henry Eden & Elizabeth were married according to the laws of holy church;

And after the said Henry Eden spent & wasted the most part of the said substance which he had with the said Elizabeth, & never made nor cause[d] to be made to the said Elizabeth any such estate of & in any lands or tenements according to the tenor & purport of the said condition & promise made to the said Elizabeth;

And the said Richard Eden & [divers others were thereby?] seised in their demesne as of fee of & in three hundred acres of land, forty acres of wood with [+th'?] appurtenances named Hoo, otherwise called Hoogrund [=Hoo Ground] with [+th'?] appurtenances set, lying & being in Harpenden in the county of Hertford & to th' use and behoof of the said Henry Eden & his heirs;

And the said Richard Eden & his co-feoffees being thereof so seised, the said Henry Eden by his last will & testament willed & devised the said lands & the other premises unto the said Richard [and?] his heirs, & by the same will & testament made & ordained the said Richard to be his executor;

& after the said Henry died, after whose decease the said Richard Eden & his said co-feoffees were seised of the said lands & other the premises unto [th' use?] & behoof of the said Richard & his heirs;

And after the said Elizabeth took to husband the said Sir Gryffyn Don, knight, & was to him lawfully married, & had the said deed obligatory in his hands & possession, whereby the said [Sir Gryffyn Don?] & Elizabeth, his wife, might lawfully demand & recover the said sum of a thousand marks against the said Richard Eden;

& upon great suit, labour & means made by the said Richard unto the said Sir Gryffyn it was [covenanted?] & agreed between the said Sir Gryffyn & the said Richard Eden within the city of London the 10th day of June in the 15th year of King Henry th' Eight [=10 June 1523] that the said Sir Gryffyn should deliver the said deed obligatory [unto?] the said Richard Eden in the lieu of a[n] acquittance, & that the said Sir Gryffyn should have the said lands & the other premises to him & to such child of the said Elizabeth & his heirs as the said Sir Gryffyn should name & appoint, & [further the?] said Richard Eden promised upon his fidelity that he & his said co-feoffees should make estate to the said Sir Gryffyn & Elizabeth accordingly; & thereupon the said Sir Gryffyn the said day & year did deliver the said deed obligatory [to the said?] Richard accordingly;

& continually since that time the said Sir Gryffyn Don hath taken th' issues & profits of the said lands & the other premises, which said Sir Gryffyn hath oft-times required estate

to be made to him of the premises [by the said?] Richard, & that to make the said Richard at all times hath refused & yet doth refuse;

And so it is, honourable Lord, that the said Richard Eden afore the time of the said agreement & promise made to the said Sir Gryffyn [made?] feoffment to divers other persons of the said lands & the other premises unto th' use of another person to your suppliant unknown to the great deceit(?), hurt & hindrance of the said Sir Gryffyn;

And since the death of the said Elizabeth, [late?] wife to the said Sir Gryffyn, the said Sir Gryffyn, supposing & trusting that the said Richard Eden had been a true & honest man in his dealing, & that the said Richard & his said co-feoffees by reason of the said grant, promise & agreement abovesaid had been seised of the premises unto th' use of the said Sir Gryffyn, did demise & let the premises unto the said William Sybley for term of [divers?] years, by virtue whereof the said William entered & put forty sheep in & upon the premises;

& the said Richard Eden caused & commanded Steven Malen & Nicholas Coke to take & distrain forty sheep of the said William Sybley being in & upon the said premises & for [damages?] [fesnants?] there;

Whereupon the said Steven & Nicholas did take & impound the said forty sheep, & the said William Sybley did sue a replegiend [=replevin?] & [process so forth continued therein?] that there is a[n] issue joined before the King's [Court?] of his Common Pleas whether the said premises at the time of the said distress taken were the freehold of such persons as the said Richard Eden hath enfeoffed, which issue must needs be found against the said William Sybley by reason of the great outreaugh(?) [=outrage?] of the said Richard Eden & unto the utter undoing of the said William Sybley;

In tender consideration whereof please it your good Lordship to grant to your suppliants the King's writ of subpoena to be directed to the said Richard, Steven & Nicholas commanding them & every of them upon a pain personably [sic?] to appear before the King's Highness in his High Court of his Chancery at a day & place certain by your Lordship to be appointed & limited;

& furthermore by the same writ to enjoin the said Richard, Steven & Nicholas upon a pain to proceed no further in the suit of the said [replegiar?] until the said matter be [decided?] & determined or otherwise ordered in the King's honourable Court of Chancery, & your suppliants shall daily pray for the preservation of your honourable estate long to continue(?) etc.

D Cradshawe(?)

Endorsed: Coram D{omi}no Rege in Canc{ellaria} sua in quindena S{an}c{t}i Mich{ael}is p{ro}x{ime}(?) Futur{a}(?)

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Th' answer of Richard Eden, clerk, to the bill of complaint of Sir Griffith Dune, knight

The said Richard Eden saith that the said bill of complaint is insufficient, untrue and slanderously feigned and surmised only to put the said Richard to trouble and costs without any good matter or cause reasonable etc.;

And for declaration of the truth and for answer to be made unto the said feigned and surmised matter contained [in the] said bill, the said Richard saith that true it is that there was such an obligation wherein Henry Eden and the said Richard Eden were bounden in the sum of a 1000 marks for the performance of a jointure of 40 marks by the year to be made to the said Elizabeth named in the said bill of complaint;

And that before the assurance of the said jointure the said Henry Eden died, after whose decease the said Richard Eden, because he stood so bounden for the same jointure, had divers times communication with the said Elizabeth and with [divers?] of her friends for the discharge of the said bond;

And in conclusion a perfect end and a final agreement was had and made therein and a general acquittance made and delivered unto the same Richard by the same Elizabeth in discharge as well of the same obligation as of any other thing due unto her by the same Henry Eden, her husband, so that the same Elizabeth in recompense thereof had of the same Richard of the goods of the same Henry Eden in plate and in other movables to the sum of 400 marks, and above and besides certain lands lying and being in the county of Hertford purchased by the said Henry of the Abbot of Saint Alban's that then was, and over and besides other lands specified in the said bill of complaint called the Hoo Ground to the value of £5 6s 8d by the year, of the purchase also of the said Henry, the which lands called the Hoo Ground the said Richard was content that the said Elizabeth should have to her and to her heirs upon trust that the same lands should remain [and come?] after her decease to one Richard Eden, her natural son and heir;

And thereupon the said Richard Eden, the defendant, caused a lawful estate of the said lands called the Hoo Ground to be had and made therein to divers of the special and trusty friends of the said Elizabeth to the only use of the same Elizabeth and of her heirs, and thereupon delivered the evidence pertaining to the same lands unto the same Elizabeth, by reason whereof the same Elizabeth was seised accordingly and took the profits of the same;

And after the said Elizabeth took to husband the said Sir Griffith Don, the complainant, the which Sir Griffith, being a troublous man and coming to the possession of the same obligation, without any good cause made business with the said Richard Eden, the defendant, concerning the same, and forsomuch as the same obligation was of no force and strength by reason of the agreement had and made between the said Elizabeth and the said Richard Eden as is afore specified, the said Sir Griffith delivered the said obligation

unto the said Richard Eden, and so an end was made between the said Sir Griffith and the said Richard Eden;

And after the said Elizabeth died, after whose death the said lands called the Hoo Ground did descend and of right ought to descend unto the said Richard Eden the younger as son and heir unto the said Elizabeth, by reason whereof the said Richard Eden the younger, after the death of the said Elizabeth, his mother, entered into the said lands and made an estate over unto divers of his friends as lawful was for him to do;

And notwithstanding that the said Richard Eden the younger hath none other living to find him at school but the same lands, yet would the same Sir Griffith unkindly and by such feigned and untrue matter as he putteth in his said bill of complaint have and keep away the same lands from him against all good equity and conscience;

Without that the said Henry Eden had with the said Elizabeth goods and chattels to the value of 1400 pounds or any other great substance with her;

And without that the said Henry Eden did so waste and spend his [sic?] goods as the said Sir Griffith hath untruly surmised in his said bill of complaint to the slander of the said Henry, now deceased;

And without that any such agreement was had and made between the said Sir Griffith and the said Richard Eden, the defendant, as in the said bill is also untruly surmised;

And without that the said Richard Eden made ever unto the said Sir Griffith any such promises as the said Sir Griffith doth also allege in his said bill;

And without that the said Sir Griffith did demise the said lands called the Hoo Ground unto the said William Sybley;

And without that the said William Sibley is content with the suit of the bill of complaint put and exhibited up against the said Richard in his name, but that the said William Sybley is sore vexed and troubled by distresses taken by the same Sir Griffith without any good matter or cause reasonable;

And without that the said Richard Eden caused and commanded the said Stephen Malen and Nicholas Cock named in the said bill of complaint to distrain the said William Sybley;

And without that any other thing contained in the said bill of complaint material to be answered unto and not before confessed, avoided or traversed is true;

All which matters the said Richard is ready to prove as this honourable court will award, and prayeth to be dismissed out of the same with his reasonable costs and expenses that he hath wrongfully sustained in that behalf.