

SUMMARY: The documents below are the bill of complaint, answer, replication and rejoinder in a lawsuit in Chancery brought by Sir John Danvers (1540-1594) of Dauntsey, Wiltshire, and of Danby Castle, Yorkshire, against John Curtis. Also mentioned in the suit is Sir John Danvers' wife, Elizabeth (1545x50-1630), fourth daughter and coheir of John Neville (d.1577), fourth and last Baron Latimer. Elizabeth's grandmother was Dorothy de Vere (d. 7 February 1527), sister and co-heir of John de Vere (1499-1526), 14th Earl of Oxford.

The eldest son and heir of Sir John Danvers and his wife Elizabeth Neville was Sir Charles Danvers (c.1568-1601), who was attainted and executed in 1601 for his part in the Essex rebellion, as a result of which the lands which he inherited from both his father and his mother escheated to the Crown. Several of Oxford's extant letters describe his involvement on the Queen's behalf in the Danvers escheat case, and the lands which had descended to Sir Charles Danvers from the Lords Latimer are specifically referred to in a letter written by Oxford to his brother-in-law, Sir Robert Cecil, in January 1602 (see CP 181/99).

As indicated in the lawsuit below, Sir John Danvers purchased Oxford's manor of Christian Malford in Wiltshire. On 20 January 1575, Oxford had sold Christian Malford and other manors to Sir William Cordell (1522-1581), Master of the Rolls, Thomas Bromley (c.1530-1587), the Queen's Solicitor-General, and Edward Hubberd (d.1602), Oxford's receiver-general by indenture for £6000 (see SRO D615 45(1)). Although it is not apparent from the indenture itself, another document, SRO D615/D48(8-24)10, indicates that this was a trust arrangement by which Cordell, Bromley and Hubberd, who was Oxford's receiver-general, were given legal authority to sell these manors to third parties on Oxford's behalf. Since Oxford's lands were pledged as security for his £3300 debt to the Court of Wards, it seems likely that Cordell and Bromley, although nominally Oxford's trustees, were representing the Queen's interests. Two weeks after this indenture was signed Oxford left on his continental tour, and it was through the land sales provided for in this indenture that he planned to secure sufficient funds to finance the journey and to service his debt payments while he was abroad.

Cordell, Bromley and Hubberd had licence on 4 May 1575 to alienate Oxford's manor of Christian Malford to Sir John Danvers, Sir Walter Hungerford, and Giles Estcourt (see TNA C 66/1124, m. 26), and on 18 May 1575, Cordell, Bromley and Hubberd sold the manor to Danvers for £2800 (see TNA C 54/1000, Part 19). The lawsuit below concerns a dispute between Danvers and John Curtis, a tenant of Christian Malford. When Danvers purchased Christian Malford, Curtis was allowed to purchase a messuage which had been in his occupation and had been demised to him by Oxford. Curtis had been Oxford's bailiff of Christian Malford (see TNA SP 12/44/19, ff. 41-50), and was likely the son of the 16th Earl's former steward of Christian Malford, Griffin Curtis (see the 16th Earl's inquisition post mortem, TNA C 142/136/12). Oxford's receiver-general, Edward Hubberd, played a key role in negotiations between Danvers and Curtis at the time of their respective purchases. By the time of the lawsuit, each party had a different interpretation of the conditions which had been negotiated through Hubberd, with

Danvers claiming that Curtis had agreed to release to him any interest Curtis had in a common called Bittlesheare, in return for which Danvers had agreed to release Curtis from any obligation to pay a tithes to the Queen appertaining to the manor of Christian Malford, while Curtis claimed that his indenture of purchase gave him the right to common of pasture in Bittlesheare.

The outcome of the lawsuit is unknown. However Curtis had licence to sell lands in Christian Malford on 3 January 1577 to William and Ambrose Button (see TNA C 66/1153, m. 9), who in turn had licence to sell lands in Christian Malford on 20 February 1578 to Sir John Danvers (see TNA C 66/1168, m. 14). It thus seems possible that the lawsuit was eventually resolved through Curtis' sale of his lands in Christian Malford to Sir John Danvers via William and Ambrose Button.

On his return to England, Oxford acknowledged a recognizance to Sir John Danvers in the amount of £2800 in connection with the sale of Christian Malford (see TNA C 54/1000, Part 19).

The rejoinder of John Curtis is undamaged; however the other three documents are missing portions of text. In the transcripts below, the missing text is indicated by square brackets. In some cases text missing in one document has been conjecturally supplied within square brackets from text in another of the documents.

To the right honourable Sir Nicholas Bacon, knight, Lord Keeper of the Great Seal of
England

1 [] that where Sir William Cordell, knight, Master of the Rolls, Thomas Bromley, esquire, Solicitor-General unto the Queen's most

2 [] seised in their demesne as of fee of and in the manor of Christian Malford with th' appurtenances in the county of Wiltshire, and

3 [] the said manor belonging or appertaining, whereof one void or waste ground called by the name or names of Bittelsheare

4 [] premises were sometimes parcel of the possessions of the right honourable the now Earl of Oxford, and where the said Sir John

5 [] Cordell, Thomas Bromley and Edward Hubberd for the purchase of the said manor and premises to him and to his heirs, and where

6 [] also earnest suit and mean for the purchase of one messuage and certain other lands thereunto belonging then and now in his occupation

7 [] and where also there was and is a tenth of (blank) by the year issuing and going out of the manor aforesaid to the Queen's

8 [] had and used between the said Sir John Danvers and the said John Curtis and their friends of either side that dealt in either of

9 [] and premises as aforesaid, and in the presence and by the mean grant and agreement of the said Edward Hubberd, who was the only

10 [] Thomas Bromley, as also for himself touching the sale of the said manor and premises fully condescended, granted and agreed by and

11 [between the said Edward Hubberd, as well for and in] the behalf of himself, as also for and in the behalf of the said Sir William Cordell and Thomas Bromley, and also by and between

12 [the said Sir John Danvers and John Curtis that the] said Sir John Danvers should have to him and to his heirs forever all the said manor of Christian Malford and premises and the said void or waste ground

13 [of Bittelshere by several and express name, saving] only the said messuage and lands then in the occupation of the said John Curtis, and that the said John Curtis and his heirs

14 [] or under him should be clearly secluded(?) out and from the said void or waste ground or to have or challenge any interest or title thereunto or unto

15 [] desired to have his book of purchase of the said house and lands that were to pass unto him and to his heirs before the assurance

16 [] manor; It was also in like manner agreed and fully concluded by and between the said parties that the said John Curtis should and

17 [would at all times thenceforth make unto the said] Sir John Danvers and his heirs a good and sufficient conveyance and assurance in the law of the said void or waste ground and of all such right,

18 [title, interest and demand whatsoever which he], the said John Curtis, had, might, should or ought to have of, in and to the said waste or void ground called Bittesheare or

19 [of, in or to any parcel thereof by any ways or] means whatsoever, such usual and accustomed ways as heretofore have been used in and through the said waste and void ground

20 [] John Curtis was then to purchase as aforesaid only excepted and reserved, as by the said Sir John Danvers or his counsel

21 [] it was likewise agreed that the said Sir John Danvers and his heirs should discharge or save harmless as well the said

22 [] lands so to be purchased by the said John Curtis as aforesaid of the said tenth of (blank) by the year reserved or payable

23 [] of the said John Curtis the said Sir John Danvers was also contented to assent to any such reasonable provision for the said

24 [] of the payment of the said tenth as the said John Curtis or his counsel learned at his charge should likewise devise

25 [] be performed as aforesaid the said Sir John Danvers was content the rather by the special mediation of the said Edward

26 [] behalf of the said John Curtis that he should and would at all times perform his promise and agreement made for the

27 [] Bittlesheare as aforesaid unto the said Sir John Danvers and his heirs and of all such title or interest as he had or should have

28 [] proceed with the purchase of the said houses and lands so to him appointed to be concluded for and purchased as aforesaid

29 [] accordingly to him and to his heirs from the said Sir William Cordell, Thomas Bromley and the said Edward Hubberd and so(?)

30 [] and interest in and to the said waste or void ground by reason of such words as are contained in his said assurance and conveyance

31 [] Sir John Danvers likewise passed through with his said assurance for the purchase of the said manor according to the said former agreement

32 [] as well unto the said John Curtis as also unto the said Sir John Danvers as aforesaid in part of the accomplishment of the said agreement

33 [] and agreed upon as well by the said Sir John Danvers as also by the said John Curtis ready to be showed unto your good Lordship for the

34 [] aforesaid, as well for and concerning the assurance of the said void or waste ground and title aforesaid unto the said Sir John

35 [] as also for the discharge of the said John Curtis and his heirs of those lands that were unto him conveyed as aforesaid of the said tenth of

36 [] John Curtis faithfully promised that he would seal unto the said Sir John Danvers accordingly; But so it is, if it may please your good

37 [] the said John Curtis hath at divers and sundry times sithence the said agreement and said several purchases made and gone through as aforesaid

38 [] John Danvers to assure and convey unto him and his heirs the said void or waste ground and his title and interest therein, and to seal his part of

39 [] agreed upon as aforesaid concerning the same according to his said promise and agreement made as aforesaid, and although the said Sir John Danvers hath

40 [] discharged and paid the said tenth at his charge and hath offered and is ready to seal his part of the said indenture so agreed upon as

41 [] Curtis concerning the discharge of the said tenth, yet hath the said John Curtis that to do or perform now of late refused, and yet doth

42 [] and direct contrary to his said promise and agreement made as aforesaid and contrary to all right, equity and good conscience, in tender

43 [] Lordship's said orator hath no ordinary remedy by the common laws of this realm to compel the said John Curtis to perform

44 [] waste ground and his title and interest therein unto the said Sir John Danvers and his heirs as aforesaid as in truth, right

45 [] promise for that purpose beforehand made as aforesaid for the doing thereof, the said John Curtis could not have proceeded with

46 [] your good Lordship's said suppliant is like to be defeated by the slight, subtle and dishonest dealing of the said John Curtis

47 [] interest which the said John Curtis hath therein unless your good Lordship's aid and assistance be unto him extended in this behalf

48 [] good Lordship to grant out the Queen's Majesty's most gracious writ of subpoena to be directed unto the said John Curtis

49 [] a certain pain by your Lordship to be limited personally to appear before your Honour in the Queen's Majesty's High Court

50 [] premises and to abide such order therein as by your good Lordship shall be thought most meet to stand with equity and good conscience

51 [] prosperous estate of your good Lordship with increase of honour long to endure.

D(?) Estcourte

Iur{atus} coram Ri{chardi} Rede [=Sworn before Richard Rede]

The answer of John Curtis, defendant, to the bill of complaint of Sir John Danvers,
knight, complainant

1 The said defendant by way of answer saith that the said bill exhibited in this honourable court is very uncertain & insufficient in law to be answered unto & only devised by the said complainant of malice & evil will

2 and to the intent to put the said defendant to excessive charges by his wrongful vexation and suit; Nevertheless if this defendant shall be by the order of this honourable court compelled to [make any]

3 further answer to the said bill, then the advantage of the uncertainty and insufficiency thereof to this defendant at all times saved, the said defendant for further answer thereunto saith [that true it is]

4 that the said Sir William Cordell, knight, Master of the Rolls, Thomas Bromley, esquire, Solicitor-General unto the Queen's Majesty, and Edward Hubberd, esquire, were lawfully [seised in their demesne]

5 as of fee of and in the manor of Christian Malford with th' appurtenances in the county of Wiltshire and of and in divers messuages, lands, tenements, commons and hereditaments unto the said manor belonging and [appertaining whereof]

6 one void or waste ground called by the name or names of Bittelshere alias Bittelser was parcel, and that they so being thereof seised, the said Sir William Cordell, Thomas Bromley and Edward Hubberd

7 by their indenture enrolled in this honourable court [+did] bargain and sell unto this defendant one messuage wherein the said defendant now and then did dwell, together with one mill and divers other lands,

8 tenements and hereditaments then in the said defendant's occupation, and also one tenement then in the tenure or occupation of one Mawde Rymell, widow, situate, lying and being in the parish of Christian Malford,

9 and also common of pasture in the said parcel of void and waste grounds called by the name of Byttelshere as aforesaid and in all other waste or common grounds in Christian Malford aforesaid, by reason of which

10 bargain and sale and enrolment being made within six months next after the date of the said indentures the said defendant was of the said messuage and of all and singular other the premises

11 seised in his demesne as of fee, and he so being thereof seised, and the said complainant having purchased in the name of Sir Walter Hungerford, knight, Giles Estcourt, esquire, and of himself, the said

12 John Danvers, the residue of the said manor, true it is that by mediation and entreaty of the said Edward Hubberd and chiefly in consideration that the said defendant should have the goodwill

13 of the said complainant, and that he might quietly enjoy his said bargain and purchase, which the said complainant did faithfully promise, there was communication had between the said complainant and this [defendant]

14 that this defendant should bargain, sell, assign, set over, release & extinguish unto the said complainant all his right, title and interest of and in the said common in Christian Malford aforesaid called or [known]

15 by the name of Bittelshere, only the usual & accustomed ways which have been heretofore used in and through the said common, void or waste ground to any of the grounds, lands or enclosures which [the said John]

16 Curtis then had purchased only excepted, and that the said Sir John Danvers should in like manner covenant with the said John Curtis to discharge him and his heirs and assigns from time [to time]

17 and at all times against the Queen's Majesty, her heirs and successors, of all the tenths reserved or after that to be due to our said Sovereign Lady, her heirs & successors, issuing or going [out]

18 as well of the said manor of Christian Malford aforesaid as also out of or for any of the messuages, mill, lands, tenements or hereditaments of the said John Curtis in Christian Malford aforesaid which he then had lately

19 purchased to him and to his heirs of the said Sir William Cordell, Thomas Bromley and Edward Hubberd, as is beforesaid, and for the further assurance thereof the said Sir John Danvers should further

20 covenant, promise and grant to and with the said defendant and his heirs and assigns that if it should happen the said defendant or his heirs or assigns to be distrained or otherwise sued, molested or troubled for the

21 said tenths or any part or parcel thereof, that then and so often if the said Sir John Danvers, his heirs or assigns, upon reasonable request to him or them to be made by the said John Curtis, his heirs or assigns,

22 from time to time did not within one month next after such distress, suit, molestation or trouble repay or cause to be repaid to the said John Curtis, his heirs or assigns, all such sum or sums [of money]

23 as the said John Curtis, his heirs or assigns should be compelled by the same distress, suit, molestation or trouble to pay or disburse, that then it should be lawful to & for the said John Curtis, his heirs and

24 assigns, to distrain in and upon the said manor of Christian Malford or any part thereof for double the sum that he or they should be compelled by occasion thereof to pay or disburse, and the distresses [there]

25 so taken to lead, drive, carry away and detain until he or they were of the double of the sum by him or them by or upon that occasion paid or disbursed fully satisfied, contented & paid; And

26 the said defendant further saith that he, this defendant, for the consideration before expressed became bound unto the said Edward Hubberd to seal & deliver to him to the use of the said Sir John Danvers one part

27 of an indenture containing these covenants or the like in effect before the feast of St John Baptist then next following the date of the said obligation, so as the said Sir John did before the same feast

28 deliver the counterpane or other part of the said indenture to the said Edward Hubberd to the use of the said John Curtis, for the performance and accomplishment of which condition of the said bond or

29 obligation this defendant for that only or special purpose came to London where the said Edward Hubberd then was, and there caused the same to be drawn and engrossed according to the condition

30 of his said bond, and there was ready to have done all that on his part was to be performed & done if the said Sir John Danvers had delivered the counterpane or other part of the said indenture

31 accordingly, but the said complainant, as this defendant merely thinketh, not intending or meaning to accomplish that which on his behalf was to be accomplished & performed, tarried in the country, whereby the said

32 agreement at that time could not take such effect as this defendant thought should have done, since which time for that the said complainant had purchased all the residue of the said manor of Christian Malford

33 except only so much thereof as this defendant had purchased, which was only so much as himself & his wife or some of his or her children had interest in either by lease or by copy of court roll

34 before, or for that that the said complainant was desirous to have enclosed & made several to himself within his park the said void and waste ground called Bittelshere and divers other common and waste

35 [grounds thereunto] near adjoining, to the great impoverishment and hindrance of at the least fifty-five freeholders and copyholders of the said manor, and for that he perceived that the

36 [said defendant's interest] therein would let and hinder his said covetous devise of enclosing the same, the said complainant conceived such malice against the said defendant, [having before]

37 [that time deserved great] goodwill of the said complainant, as that the said complainant did take and seize into his own hands a certain copyhold which this defendant by his promise & upon great

38 [consideration should have held] for term of his life and one of his children after his decease, without all equity and good conscience, and yet not so contented in his own person came into the woods &

39 [common ground in Christian Malford] aforesaid & there threw down this defendant's hogsties & brake a parcel of his enclosure and laid it open to the same commons & waste grounds, notwithstanding that

40 [the said defendant had then newly purchased] the same not without the privity of the said complainant, as this defendant verily thinketh with his full consent and agreement, & in his open court at Christian Malford

41 [commanded his tenants thereof] to show this defendant no favour nor use his company nor to work with him nor to grind at this defendant's mill, and not only there but also in other parishes

42 [the complainant commanded such] as would have his favour not to grind at this defendant's mill; And afterwards your said orator's cattle feeding and kept in the said common called

43 [Bittlesher and other commons of the] manor of Christian Malford were secretly by persons unto your said orator unknown cruelly [cut] and mangled, and some of them driven into woods & desolate places,

44 [which the said defendant could not hear of] or find again but by the making of hue & cry after them, and also certain of the complainant's tenants accompanied with divers other riotous & disordered persons

45 [at sundry times in the] night-time have plucked down this defendant's hedges and enclosures and carried away the said defendant's corn & hay growing there upon divers parcels

46 [of the lands and tenements of] this defendant, and have wounded, beaten & very evil entreated this defendant & his wife, children and servants to the great peril of their lives, & this defendant's great

47 [losses and hindrance] [] complained of before the Queen's most excellent Majesty in her Highness' most honourable court of Star Chamber is now discharged as [touching the]

48 [] the last general pardon, and since that time, that is to wit about the eleventh day of March now last past, certain riotous persons to this defendant unknown by night

49 [did tear, overthrow and pull down the] floodgates & banks of the water descending to this defendant's said mill, and this defendant having appointed workmen for the repairing thereof, again divers of the

50 [tenants of the same complainant came in the name] of the said complainant and of Dame Elizabeth Danvers, the wife of the said complainant, and forbade his workmen to proceed in the repairing thereof,

51 [and as they tendered the goodwill of the] complainant and the said Dame Elizabeth, gave order that they should work no more, and also discharged this defendant from meddling therewith, being upon no part of

52 []; nevertheless, this defendant, having repaired the same again, within three nights next following the said lewd persons at or about midnight did clean spoil,

53 [overthrow] [] floodgates, bridges, banks and watercourses of the said mill, which was a great part of the stay of this defendant's living, and yet not being []

54 [] oppressions, wrongs and injuries done to this defendant hath also said he would not cease to be revenged against this defendant with all that he may, whereby this defendant

55 [was terrified by the said] complainant, and being a poor man and the said complainant being a gentleman of great livelihood, [estimation & honour], and in great credit with divers of the [greatest] personages of this

56 [realm] [] sundry & continual injuries almost daily done unto him for that he well perceived that he should not be able to continue and [maintain] such suits in law [as the said]

57 [complainant] [] against him, did offer unto the said complainant all his said lands, mill & other hereditaments which he before had purchased at sundry times this last year, paying only [for the]

58 [same so much money as the said] defendant paid, as well for his first leases & estates thereof and for his purchase, together with such charges as this defendant had disbursed in & upon the [buildings of his said]

59 [house and mill, or else so much] land in value with like estate in any other place within this realm; And [if that] the said complainant did not accept his said offer in any []

60 [] he should be discharged of the said tenths, this defendant saith he of late sold the same, as he lawfully might do, to one William Button, esquire, []

61 [] the said defendant thinketh he may lawfully do; Without that that it was fully condescended, granted & agreed by & between the said Edward Hubberd [as well for and in]

62 [the behalf of himself] and in the [behalf of] Sir William Cordell and Thomas Bromley, and also by and [between the said Sir John Danvers] and John Curtis, the now defendant [that the said Sir John]

63 [Danvers should have to] him and to [his heirs] forever all the said manor of Christian Malford & all other the premises and the said void and waste ground of Bittelshere by [several and express name],

64 [saving only the said messuage &] lands [then in the] occupation of the said John Curtis; And without that that it was in like manner fully concluded [by and] between the said parties that [the said defendant should]

65 [and would at all times] thenceforth [make] unto the said Sir John Danvers and his heirs a good and sufficient conveyance and assurance [in the law] of the said void [or waste ground and]

66 [of all such right, title], interest and demand whatsoever which he, the said John Curtis, had, might, should or ought to have of, in and [to the said waste or] void ground [called Bittelshere, or of, in]

67 [or to any parcel thereof by] any ways or means whatsoever, such usual & accustomed ways as heretofore have been used [in and through the said waste or void ground]

[REST OF DOCUMENT TORN AWAY]

The replication of Sir John Danvers, knight, complainant, to the answer of John Curtis,
defendant

1 The said complainant for replication saith in all things as he before in his said bill hath said, and doth and will maintain, justify and aver his said bill and all and every thing, matter and cause therein contained to be good,

2 just and true in such manner, form, degree and sort as the same by him in his said bill are most truly alleged and set forth; With that the said complainant will aver and prove that it was fully condescended, granted and

3 agreed by and between the said Edward Hubberd, as well for and in the behalf of himself as also for and in the behalf of Sir William Cordell and Thomas Bromley, and also by and between the said Sir John Danvers and John Curtis,

4 now defendant, that the said Sir John Danvers should have to him and to his heirs forever all the said manor of Christian Malford and all other the premises and the said void and waste ground of Bittelsheare by several(?) and

5 express name, saving only the said messuage and lands then in the occupation of the said defendant; And will aver and prove that it was in like manner fully concluded by and between the said parties that the said defendant should

6 and would at all times thenceforth make unto the said Sir John Danvers and his heirs a good and sufficient conveyance and assurance in the law of the said void or waste ground and of all such right, title and

7 interest and demand whatsoever which he, the said defendant, had, might, should or ought to have of, in and to the said waste or void ground called Bittelshere or of, in or to any parcel thereof by any ways or means whatsoever, such

8 usual and accustomed ways as heretofore have been used in and through the said waste or common ground called Bittelsher to any of the said grounds or enclosures which this defendant had purchased also only excepted and reserved as

9 by the said complainant's counsel should be devised; And will also aver and prove that the said defendant made him such faithful promise as in the said bill is also alleged and set forth, and then therewith(?) the said complainant was content

10 the rather by the special mediation of the said Edward Hubberd and upon his special undertaking for and in the behalf of the said defendant that the said defendant should and would at all times perform his said promise made for

11 the assurance of the said waste or void ground called Bittlshere unto the said complainant and his heirs, and of all such title and interest as he had or should have therein, was content that the said defendant should first proceed

12 with the purchase of the said house and lands so to him appointed to be concluded for and purchased as aforesaid, as in the said bill also is most justly and truly alleged and set forth; And will further aver and prove that indentures

13 drawn and agreed upon, as well by the said defendant as by the said complainant for the perfecting of the said agreement, as well concerning the assurance of the said void and waste ground and [title] aforesaid unto the said

14 complainant and his heirs, as also for the discharge of the said defendant and his heirs of those lands that were to him conveyed of the tenths, and that the said defendant did faithfully promise that he would seal unto the

15 said complainant accordingly, but only in consideration of the said faithful promise of the said complainant as is aforesaid that the said defendant should have his favour to enjoy quietly his said messuage, mill and other his lands and tenements

16 by him purchased, as is aforesaid; And with that the said complainant will further aver and prove that he did cause the said indentures to be engrossed, and did deliver his part thereof for the said defendant's assurance to discharge

17 the said tenths; Without that that the said defendant for the performing and accomplishment of the said condition of the said band or obligation wherein he, the said defendant, was bounden unto the said Edward Hubberd did only

18 of special purpose come to London and there caused the same indentures to be drawn and engrossed according to the condition of his said band, or there was ready to have done all that on his part was to be performed and done

19 if the said complainant had delivered the counterpane or other part of the said indenture accordingly, or that the said complainant was not ready for to accomplish all that was promised on the part and behalf of the said

20 complainant for to be had and done; And without that the said complainant, not meaning or intending to accomplish that which on his behalf was to be accomplished and performed, tarried in the country where the said

21 agreement at that time could not take such effect as the said defendant thought it should have done, or that sithence which time for that the said complainant had purchased all the residue of the said manor of Christian Malford except only

22 so much thereof as this defendant had purchased, which was only so much as himself and his wife or some of his or her children had interest in either by lease or by copy of court roll before, or for that the said complainant was desirous to

23 have enclosed and made several to himself within his park the said void and waste ground called Bittelsher and divers other commons and waste grounds thereunto near adjoining to the great impoverishment and hindrance of at the least [fifty-five]

24 freeholders and copyholders of the said manor, as in the said answer is most untruly suggested, or that he perceived that the said defendant's interest therein would let and hinder his said covetous devise of enclosing the same, [the(?)]

25 said complainant conceived such malice against the said defendant, having before that time deserved great goodwill of the said complainant, as that the said complainant did take and seize into his own hands a certain copyhold which the

26 said defendant upon great consideration should have held for term of his life and one of his children after his decease, without all equity and good conscience, as in the said answer is most slanderously suggested, or yet not [so?]

27 contented, in his own person came into the woods and common ground in Christian Malford and there threw down the defendant's hogsties and brake a parcel of his enclosure and laid it open to the same common and waste ground,

28 notwithstanding that the said defendant had then newly purchased the same not without the privity of the said complainant and with his full consent and agreement, or that he, the said complainant, in his open court at Christian Malford]

29 [aforesaid?] commanded his tenants thereof to show the defendant no favour nor use his company nor to work with him nor to grind at the defendant's mill, and not only there but also in other parishes [thereunto near adjoining required(?)]

30 such as would have his favour not to grind at the defendant's mill; And without that that the defendant's cattle feeding and kept in the said common called Bittelsher and other commons in the said manor of Christian Malford

31 were cruelly cut and mangled and some of them driven into woods and desolate places by the privity or procurement of the said complainant, or that the said defendant could not find them again but by making of hue and cry

32 after them, or that certain of the complainant's tenants accompanied with divers other riotous and disordered persons in riotous manner at sundry times in the night-time have plucked down the defendant's hedges and enclosures

33 and carried away the said defendant's corn and hay growing there upon divers parcels of the said lands and tenements, or have wounded, beaten and very evil entreated the said defendant, his wife, children and servants to

34 the great peril of their lives or to their great losses and hindrance by the procurement of the said complainant; And without that that about the eleventh day of March now last past certain riotous persons by [night]

35 did tear, overthrow and pull down the floodgates and banks of the water descending to the defendant's said mill by the assent or procurement of the said complainant, or that the said defendant, having appointed workmen for

36 the repairing thereof again, divers of the tenants of the said complainant came in the name of the said complainant and of Dame Elizabeth Danvers, his wife, and forbade his workmen to proceed with repairing thereof [and?]

37 commanded them, as they tendered the said complainant and the said Dame Elizabeth their goodwill, that they should work no more, or discharged the said defendant from meddling therewith, as in the said answer is most

38 untruly declared; And without that that notwithstanding the defendant had repaired the same again, within three nights following the said lewd persons at or about midnight did clean spoil, overthrow, [cut and?]

39 [mangle?] [] the floodgates, bridges, banks and watercourses of the said mill which was a great part of the stay of the defendant's living by the means or procurement of the said complainant, or that the complainant

40 [said he would] not cease to be revenged against the defendant with all that he may, or that the said complainant was privy unto any such dealings and doings, or that the said defendant was terrified

41 [] injuries as in the said answer is mentioned; And without that that the said defendant did offer unto the said complainant according unto his said promise all his said lands, mill and

42 [other hereditaments which?] he had purchased this last year, paying only for the same so much money as the said defendant paid, as well for his first leases and estates thereof and for his purchase, together

43 [with such charges as this defendant] had disbursed in and upon the buildings of his said house and mill, or else so much land in value with like estate in any other place within this realm, or that

44 [] or might lawfully sell the same unto the said William Button in the said answer mentioned, or that he might lawfully do the same, as in the said answer is most untruly

45 [alleged] []; And without that that the complainant by the said agreement for the extinguishment of the said defendant's right and title in the common, void or waste ground called Bittelsher, the said complainant

46 [] and interest in certain other commons and waste grounds thereunto adjoining called Shirtwood and Eastwood, or that for these causes or any other that he neither was nor is

47 [] deliver his part thereof unto the said complainant; And without that that any other thing, matter or cause in the said answer alleged material or effectual

48 [] as before in his said bill hath prayed.

LM: Aylofffe
Valrond

The rejoinder of John Curtis, defendant, to the replication of Sir John Danvers, knight,
complainant

1 The said defendant for rejoinder saith in all and every thing as he before in his said answer hath said, and doth and will

2 aver, maintain and prove all and every thing therein contained, mentioned and expressed to be just and true in such manner and

3 form as they been therein set forth and alleged; Without that that it was fully condescended, granted and agreed by and

4 between the said Edward Hubberd as well for and in the behalf of Sir William Cordell and Thomas Bromley and

5 also by and between the said Sir John Danvers and the now defendant that the said Sir John Danvers should

6 have to him and his heirs forever all the said manor of Christian Malford and all other the premises and the said void and

7 waste ground of Byttleshere by special and express name, saving only the said messuage and lands then in the

8 occupation of the said defendant in any other manner than this defendant in his answer hath confessed, as may

9 manifestly appear by the said indenture of this defendant purchased, wherein he hath by express words common

10 of pasture in the said common of Bytleshere granted unto him; And without that that it was in like manner

11 fully concluded by and between the said parties that the said defendant should and would at all times

12 thenceforth make unto the said Sir John Danvers and his heirs a good and sufficient conveyance and

13 assurance in the law of the said void or waste ground and of all such right, title, estate, interest and

14 demand whatsoever which he, the said defendant, had, might, should or ought to have of and in the said waste

15 or void ground called Bitleshere or of, in or to any parcel thereof by any ways or means whatsoever, such

16 usual and accustomed ways as heretofore have been used in and through the said waste or common

17 ground called Bytleshere to any of the said grounds or enclosures which the said [+defendant] had purchased only excepted

18 and reserved, as by the said complainant's counsel should be devised, but only upon such considerations and conditions as been

19 in this defendant's said answer expressed, which the said complainant did not in any manner perform; And without that that

20 the said defendant made the said complainant any such faithful promise simply as in the said bill & replication is

21 alleged and set forth, or that thereupon the said complainant was contented the rather by the special mediation of the

22 said Edward Hubberd and upon his special undertaking for and in the behalf of the said defendant that the said defendant

23 should and would at all times perform his said supposed promise made for th' assurance of the said waste or void ground called

24 Bitleshere unto the said complainant and his heirs and of all such title & interest as he had or should have therein that the said

25 defendant should first proceed with the purchase of the said house and lands so to him appointed to be concluded for and purchased,

26 as in the said bill & replication is untruly alleged, for in truth the same was done to the intent there should be no exceptions in

27 the indentures made to the said complainant of the said manor of Christian Malford aforesaid; And without that that there were

28 indentures drawn and agreed upon as well by the said defendant as by the said complainant for the perfecting of the said agreement, as well concerning the

29 assurance of the said void & waste grounds & title aforesaid unto the said complainant & his heirs as also for the discharge of the

30 said defendant and his heirs of all those lands that were to him conveyed of the tenths other than such as the defendant before in his

31 answer hath confessed or such as were agreed unto upon the conditions aforesaid that the said defendant did faithfully

32 promise that he would seal unto the said complainant accordingly but only in consideration of the said faithfully [sic] promise of the said complainant

33 that the said defendant should have his favour to enjoy quietly the said messuage, mill & other his lands and tenements

34 by him purchased, as is aforesaid; And without that that the said complainant did cause the said indenture to be engrossed and did

35 deliver his part thereof for the said defendant's assurance to be discharged of the said tenements [sic?] to the knowledge of this

36 defendant; And without that that any other matter mentioned or expressed in the said replication material to be rejoined

37 unto and in this rejoinder not sufficiently rejoined unto, confessed and avoided, traversed or denied is

38 true; All which matters the said defendant is ready to aver and prove as this honourable court

39 shall award, and prayeth as he before in his said answer hath prayed.