

SUMMARY: The documents below are the bill of complaint, answer and replication in a Chancery suit commenced on 6 May 1594 by Oxford's paternal uncle, Robert Vere and his second wife, Joan (nee Hubberd) whom he married, according to the documents below, on 2 January 1581. Robert Vere's first wife, whom he married before 1553, was Barbara (nee Cornwall), the widow of Francis Berners of Finchingfield in Essex (for Cornwall and Berners pedigrees, see Foljambe, Cecil George Savile and Compton Reade, *The House of Cornwall* (Hereford: Jakeman and Carver, 1908), pp. 164-5). By Francis Berners, Barbara had four sons, Francis, Arthur, John and William. A Francis Berners is named among gentleman servants in the 16th Earl's will, and it may be that the Francis Berners to whom the 16th Earl bequeathed £20 was the stepson of Robert Vere (see PROB 11/46, ff. 174v-6). Robert Vere and Barbara (nee Cornwall) Berners (d.1579) had a son, John Vere, who had died by 1594, and a daughter, Mary (nee Vere) Griffin. According to the documents below, in 1579 John Vere was 16 years of age, and Mary Vere 26 years of age and unmarried. These ages accord with the 16th Earl's will dated 28 July 1562, in which £40 is bequeathed to Robert Vere's daughter, but no mention is made of his son.

The bill of complaint requests that a subpoena be issued to Oxford's onetime receiver-general, Edward Hubberd (d.1602), one of the Six Clerks of Chancery and brother of Joan Hubberd, requiring him to answer to allegations that he had defrauded Robert Vere of his life estate in the manors of Kennington and Wennington in Essex, and the manor of Shottesbrook in Berkshire, conveyed to him by his brother, John de Vere (1512-1562), 16th Earl of Oxford, on 5 March 1544. The principal allegations in the bill of complaint concern the sale of the manors of Kennington and Wennington to William Aylofffe, Justice of the Queen's Bench, who died in 1584, ten years before the filing of the bill of complaint below. Oxford held the reversionary interest in these manors, and as indicated in Edward Hubberd's answer below, did what he could to facilitate his uncle Robert Vere's desire to sell his life estate to Aylofffe:

The said right honourable Edward de Vere, now Earl of Oxenford, did write his letters to the said Robert Vere, the now complainant, being uncle to the said Earl, that he would join with him in sale of the said lands to the said Mr Aylofffe.

It seems evident that Justice Aylofffe (d.1584), whose father, William Aylofffe (d.1569) had been granted the lease of the manor of Wennington by the 16th Earl and Robert Vere, was only interested in purchasing Robert Vere's life interest in the manors of Kennington and Wennington if he could also purchase Oxford's reversionary interest, and that Oxford consented to sell his reversionary interest to Aylofffe for that reason.

The accounts given by Robert Vere and by Edward Hubberd in the bill of complaint and answer below differ substantially as to when the events in question occurred. Other extant documents indicate that the sale of the manors of Kennington and Wennington occurred in the summer of 1579, shortly after the death of Robert Vere's first wife, Barbara. A feoffment in the Essex Record Office (see D/DL/T1/674) shows that on 25 June 1579 Robert Vere of Finchingfield, esquire, appointed Robert Courtman and Thomas Hedgeman as his joint attorneys to deliver seisin of the manors of Kennington and

Wennington to William Aylofffe (d.1584), Justice of the Queen's Bench. A few days later, on 29 June 1579, Robert Vere entered into a fine by which clear title to the manors passed to Aylofffe (see CP 25/2/131/1674/21ELIZITRIN, Item 12).

On 3 July 1579, Oxford granted a 31-year lease of his reversionary interest in the manors of Kennington and Wennington to William Aylofffe (d.1584) for the consideration of £150 (see ERO D/DL/T1/676), and on 2 June and 6 October 1579, Oxford entered into a fine by which clear title to 40 acres of salt-marsh in Rainham, Wennington and Aveley passed to William Aylofffe (d.1584) and his son, William (d.1627) (see CP 25/2/131/1675/21/22ELIZITRIN, Item 10). In 1580, Oxford quitclaimed the manors of Wennington and Kennington to William Aylofffe (d.1584) and his son, William (d.1627) (see ERO D/DL/T1/678).

Two years later, in 1582, there was a further fine of the manors of Wennington and Kennington, this time between William Aylofffe (d.1627), gentleman, son and heir apparent of William Aylofffe (d.1584), and Robert Vere and his wife, Joan (see ERO D/DL/T1/681), and on 20 April 1582, Robert Vere and his wife, Joan, and William Aylofffe (d.1584) and his son, William (d.1627), entered into a deed which is pertinent to the allegations in the lawsuit below, summarized in the online catalogue of the Essex Record Office as follows (see ERO D/DL/T1/680):

Grant to provide an annuity (consideration £200)

Robert Vere of Birchanger, esquire, and wife, Joan, to William Aylofffe, justice of the Queen's Bench, and William, son and heir of said William Aylofffe.

Manors of Wennington and Kennington and all other lands, etc. in Wennington, Aveley, Rainham and Upminster.

To be held for the lives of the said Robert and Joan.

Recites lease by Robert Vere to Henry Griggs of the Manor of Kennington; another by John, late Earl of Oxford, and Robert Vere to William Aylofffe (d.1569), esq., deceased, of the Manor of Wennington; and another by Robert Vere and Barbara (his late wife) to Henry Lynge of certain marsh ground called Carrowes Marsh, and the rents from these leases are excepted from the present transaction.

The said William Aylofffe grants to the said Robert a life annuity of £39 11s 8d out of his lands etc. in Essex, which annuity is to be paid to the Chapel of the Rolls in Chancery Lane, London, and to the said Joan he gives a life annuity of £100 for a term of 70 years after the death of the said Robert, payable at the same place.

The bill of complaint also makes reference to the life interest which Robert Vere held in the manor of Shottesbrook in Berkshire, in which Oxford also held the reversionary interest. In 1544, the 16th Earl had conveyed a life interest in this manor to his brother, Robert Vere (see TNA Chancery Proceedings (Series 2), bundle 2511, no. 104). In 1578-

9, Oxford sold the manor to Thomas Noke, who died seized of it in 1583 (see Pat. 21 Eliz. pt. v; Feet of F. Berks. Mich. 22 Eliz.; Recov. R. Mich. 22 Eliz. m. 103; cf. Feet of F. Berks. Trin. 23 Eliz.).

The documents below also make reference to Oxford's debt to the Court of Wards:

Yet because that the said land was subject to sundry extents of th' Earl of Oxenford's debts as well due to her Majesty as to others by reason of the said Robert Vere's former joining in sale of the premises . . .

The outcome of the litigation is unknown.

For the last will and testament of Robert Vere, see PROB 11/91, f. 279. For the last will and testament of Edward Hubberd (d.1602), see PROB 11/99, ff. 264-7. For the wills of William Aylofffe (d.1569) and William Aylofffe (d.1584), see PROB 11/51, ff. 34-5 and PROB 11/67, f. 296.

The modern spelling transcript below was prepared from an original spelling transcript by Dr. Alan H. Nelson at <http://socrates.berkeley.edu/~ahnelson/>.

Sexto Maij 1594 [=Sixth May 1594]

To the right honourable Sir John Puckering, knight, Lord Keeper of the Great Seal of England.

In most humble manner show and complain unto your good Lordship your humble orators, Robert Vere of Wricklesmarsh in the county of Kent, esquire, and Joan, his wife, that, whereas the right honourable John, late Earl of Oxenford, deceased, brother of your said orator & father of the Earl that now is, by his deed bearing date the fifth day of March in the five & thirtieth year of the reign of the noble king of most famous memory Henry the Eight [=5 March 1544] did convey unto your said orator the manors of Kennington & Wennington and all his lands & tenements thereof with their appurtenances in the county of Essex, and also the manor of Shottesbrook with the appurtenances in the county of Berkshire, to have & to hold the same unto your said orator during his natural life, and if your said orator should happen to marry any wife that should survive and overlive him, that then the same should remain after the death of your said orator to such his wife as so should survive him for term of her natural life for her jointure, as by the said deed more at large doth & may appear, by force whereof your said orator into the premises entered and was thereof seised in his demesne as of freehold, the one part of which said indenture sealed with the seal of the said Earl many years remained in the custody of Barbara, then wife of your said orator & widow of one Barnish [=Berners] at a house in Finchingfield in the county of Essex which was the jointure of the said Barbara, until that about fourteen years past [=1579] the said Barbara deceased, after whose decease the same & divers other writings belonging to your orator & then being in the said

house came to the hands & possession of William Barnish [=Berners], her son, who detained most unjustly the same;

Whereupon controversy arising between them, one Edward Hubberd, esquire, then & now one of the Six Clerks of your Court of Chancery, being wholly advanced by the now Earl of Oxford and therefore pretending as he was bound greatly to honour the house of Oxford, offered himself to your orator to become his attorney in Chancery for recovery of the said evidences, which your orator accepted, and by means thereof the said Edward Hubberd, as attorney to your said orator, obtained into his hands all the said writings, but never delivered to your orator, but shortly after earnestly dealt with your said orator, then being a widower, to marry & take to wife the sister of him, the said Edward, now your said oratrix, which by his means was in short space after effected, after which marriage solemnized the said Edward Hubberd, pretending great love & kindness to them, procured your said orator to sojourn in his house, and about one quarter of a year next after the same your said orator fell very dangerously sick in the said house of the said Edward, insomuch that your said orator did not only despair of recovery but also by the extremity of the said sickness was so weakened that his senses for the most part failed him that he knew not what he did, at which time the said Edward Hubberd sent for one Mr Wroth, a physician, and understanding by him of the said extremity & danger of your orator's death, consenting [sic?] with one William Aylofffe, then one of the Justices of her Majesty's Bench, with whom the said Edward had before that time entered into communication without the privity of your said orators for the sale of their estate, and which said Aylofffe had bought the reversion of the same premises of the right honourable the now Earl of Oxenford, and taking opportunity of this extremity of sickness to effect his purpose, persuaded his said sister that the premises were entangled & divers ways encumbered with long leases, by means whereof he moved & procured his said sister, your said oratrix, to deal earnestly with your said orator to obtain his consent to make unto her some assurance for her jointure, affirming that otherwise she should be left wholly unprovided;

The which to do, when the said Edward Hubberd had so far effected with your said orator by means of his said wife as that he assented unto their demand, the said William Aylofffe, together with the said Edward Hubberd, resorted unto your said orator, he then being in very weak estate of health and altogether unlearned & simple, and by colour of making the said assurance for the jointure of your said oratrix, procured your said orator, together with his said wife, to seal & deliver unto the said William Aylofffe, and William Aylofffe, his son, a deed of bargain & sale, and to make to them or one of them such other assurance of all the premises in the county of Essex aforesaid as by them or one of them was devised whereby to take away from your said orators the benefit of their estates therein, whereas in truth the pretence of the said Edward then was, and so was the true & simple meaning of your said orator, only to make a sufficient jointure for the preferment of your said oratrix, and not to dispossess or dismiss [sic?] your said orator of his estate during his own life;

But by reason that the said Edward Hubberd professed from time to time so great & extraordinary friendship unto your said orator & oratrix, being then sojourners in his

house and reposing all their confidence and trust in the said Edward Hubberd as their most especial friend, and by reason of the infirmity & sickness of your said orator, your said orator & oratrix at the request of the said Edward Hubberd committed the making of the assurance of the said premises for the jointure of your oratrix to be made according to the effect of the deed above mentioned unto the direction of the said Edward Hubberd, whereupon the said Edward Hubberd persuaded your said orator & oratrix to believe that the premises were but little worth & greatly encumbered, whereas they were of very great value and very little or nothing at all encumbered, and not only procured your said oratrix' jointure to be made for term of years and that in bare rent out of other lands, whereby it is but a chattel, & subject to many inconveniences, whereas his promise was, and the meaning of your said orator & oratrix also was that it should be made for term of her life as freehold, and whereas the said Edward Hubberd was by your said orators trusted as aforesaid with the making of the said assurance, or at the least with the direction & overseeing thereof (wherein your said orators hoped he would according to his promise have dealt faithfully in their behalfs) yet he, more respecting some private gain to himself from the said Ayloffes, as your said orators by the sequel have great cause to think, than the trust in him reposed, consented without the direction of your said orator to the absolute passing away of the said manors, lands & tenements in Essex, being in value worth £300 yearly or more for the only consideration of £300, as he affirmeth, and the yearly annuity of £39 11s 8d payable to your said orator, Robert Vere, during his life over & besides the said insufficient assurance for the jointure of your said oratrix after the decease of your said orator, Robert Vere;

But in truth he, the said Edward Hubberd, as your said orators have good cause to think, received of the said William Ayloffes, the father, a far greater consideration for the same, the certainty whereof he intendeth to conceal from your said orators and wholly to defraud them thereof, and also, having had in his custody the said sum of £300 ever sithence the said bargain & sale, would not yield to your said orators the same nor any consideration for the same until he was thereunto urged by the order of the right honourable Sir Thomas Bromley, knight, then Lord Chancellor of England, and also doth pretend & hath given out that your said orator, Robert Vere, hath sithence that time by some deed released or discharged the said £300 unto him, the said Edward Hubberd, which your said orator, being unletterate & reposing his whole trust in the said Hubberd, might perhaps be by him cunningly drawn unto contrary to his true meaning, and your said orator hath great cause to fear the same in regard of the said other hard dealings with your said orators;

Also the said Edward Hubberd, knowing your said orator after the recovery of his health to be grieved to be so overreached for his said lands for so small a value, not being the fourth part of the value, and determined to exhibit his bill of complaint as well against the said Mr Ayloffes, the son, as the said Edward Hubberd for the said unconscionable dealing, made request & means to your orator that he might be omitted out of the said bill of complaint, promising & vowing that if he, your orator, would so omit him he would discover the whole truth as a witness, to which your orator giving credit, and meaning further to make trial of his dealing because he only was able to disclose the whole truth of the premises, your said orator & oratrix did omit of purpose to make the said Edward

Hubberd a party defendant together with the said William Aylofffe, the son, in their said bill of complaint, in hope whereof your said orator & oratrix complained only against the said William Aylofffe, the son, as by their bill in court may appear, thinking that the said Edward Hubberd would have accordingly declared the direct truth thereof, yet notwithstanding he being unwilling, as it should seem, to make known the unjust & unconscionableness of the said actions & dealings, answereth not directly unto the most material interrogatories whereof he was examined, and in some sort refuseth to answer at all unto them, for that as he saith they do so much concern himself, which is no party unto the said complaint, so that your said orator, depending wholly upon his testimony, is delayed from such remedy as, the truth of the case appearing, might in equity be yielded to him, contrary to the promise by the said Edward Hubberd formerly passed to your said orators at or about the time of the exhibiting of their bill against the said William Aylofffe;

And for that your said orators hope that the said Edward Hubbard will upon his oath in this honourable court discover & confess as well the truth of his actions & doings in the premises as also what further consideration in ready money or otherwise he, the said Edward Hubberd, or any other for him or to his use or by his appointment had or received or was or is to receive of the said William Aylofffe, the father or the son, or of any other for them over & besides the said three hundred pounds & annuities aforesaid, as also whether the said Edward Hubberd hath by any means procured your said orator to release unto him or by any other conveyance to pass away his interest in the said sums of three hundred pounds and other considerations as aforesaid;

Also whereas the said Edward, shortly after the said marriage between your said orator & oratrix, and not long before having had conference & agreement with one Noke for the sale of the said manor of Shottesbrook with th' appurtenances in the county of Berkshire, did shortly after the said marriage persuade your said oratrix that your said orator had before marriage sold the same to the said Noke and stood bound in three hundred pounds bond or thereabouts which would be forfeited by his said marriage except your said oratrix would yield up her interest in & to the same, & the better to colour the said matter he caused Mr Thomas Noke, son & heir of the said Mr Noke, to come down, as he affirmed, with process against your said orator for the same, & thereupon persuaded that your said orator should keep his chamber or out of the way for fear of the said process, and by often threatening of the danger & persuading your oratrix thereunto, at last persuaded her to be content with the same, and by that means being wholly put in credit about the said sale and having all the said evidence in his hands, persuaded your said orators that the value thereof was very small, and so for some small consideration to the son & daughter of your said orator, but a far greater to himself or some to the use of him or his, as your orators verily believe, procured a conveyance to be passed of the said manor with the appurtenances whereby your said orator or any of theirs did not receive the value of so much as the woods thereupon did amount unto, and afterward without the appointment of your said orator delivered all the said evidence & writings to the said Aylofffe & Noke to the utter undoing of your said orators except in equity they be relieved, the discovery of the truth whereof resteth principally in his knowledge and cannot upon his corporal oath be denied;

And forasmuch as by the means aforesaid your said orator & oratrix are & are likely to be defeated of their several interests which by virtue of the said conveyance were & ought to be in them of lands & tenements to the value of four or five hundred pounds a year for less than the value of one year's profits of the same, which in all likelihood the said Hubberd would not have been a practiser and procurer of against his own sister but for some great benefit to himself, it may therefore please your good Lordship in consideration of the premises to enjoin the said Hubberd by order of this honourable court or otherwise to grant unto your said orators her Majesty's most gracious writ of subpoena to be directed to the said Edward Hubberd, commanding him thereby at a certain day & under a certain pain therein to be limited to be & personally to appear before your good Lordship in her Majesty's High Court of Chancery, then & there to answer the premises and to stand to and abide such further order & direction therein as to your good Lordship shall seem to stand with equity & good conscience, and your said orators shall ever pray to God for your Lordship's long life & increase of honour.

Iuratus vltimo Maij 1594 [=Sworn the last of May 1594]

The answer of Edward Hubberd, esquire, one of the Six Clerks of her Majesty's High Court of Chancery, to the bill of complaint of Robert Vere, esquire, and Joan, his wife, complainants.

The said defendant saith that the said bill of complaint is exhibited by them, the said complainants, against this defendant rather of a clamorous and wilful humour than for any good or just cause, as shall appear by reason of sundry former complaints made by the said complainants against this defendant and one William Aylofffe, esquire, for most of the same causes now complained of, which have been heard and ordered thus often as followeth, viz.;

First upon a petition exhibited by the said plaintiffs against this defendant and the said Mr Aylofffe to the Lords of her Majesty's most honourable Privy Council, who directed their honourable letters to Sir William Peryam, knight, now Lord Chief Baron of her Majesty's Court of Exchequer and then one of her Majesty's Justices of her Common Pleas at Westminster, entreating him thereby to call this defendant and the said Mr Aylofffe and the said [] before him and to hear the complaints contained in the said petition, whereupon the said Lord Chief Baron did in accomplishment thereof hear the said complaints at large, being attended upon with the learned counsel in the laws of all the said parties, and ordered the same by speech, but the same was not set down in writing for that the plainants therewith were not fully contented;

And after that the said plainants exhibited their petition against this defendant and the said William Aylofffe to the Queen's most excellent Majesty, who recommended the same to the hearing [] of Sir Thomas Bromley, knight, then Lord Chancellor of England, who heard the same fully, attended upon with the learned counsel in law of all the said parties,

and made a full order therein which was by him then pronounced but not recorded, no register being then present;

And [] shortly after the said Lord Chancellor died, and the said plaintiffs, not thus contented, exhibited their petition again to her Majesty against this defendant and the said William Aylofffe for the same causes so heard and before ordered as aforesaid, beseeching her Majesty thereby to [] hearing of the same to Sir Christopher Hatton, knight, then Lord Chancellor of England, which her Majesty accordingly commanded, who deliberately heard the same, being likewise attended upon with the learned counsel of all parties, and upon the long and deliberate hearing [] a full and perfect order in the same which is entered in the register books of this honourable court by his Lordship's commandment, the tenor whereof is as followeth, viz.:

Sabbato xo die Februarij Anno regni Elizabethhe regine xxxo Inter Robertum Vere Armigerum & Johannam vxorem eius contra Edwardum Hubberd Armigerum & [] defendants Ac inter (blank) Griffin contra predictum Robertum Vere & Johannam vxorem eius defendants [=On Saturday, the 10th day of February in the 30th year [=10 February 1588] of the reign of Elizabeth between Robert Vere, esquire, & Joan, his wife, against Edward Hubberd, esquire, & (blank), defendants, and between (blank) Griffin against the foresaid Robert Vere & Joan, his wife, defendants]

The matter in variance being by a petition exhibited by the said Robert Vere and Joan, his wife, to her Majesty, and committed by her Majesty to the hearing and ordering of the right honourable the Lord Chancellor of England, this day being appointed for the same, the said Mr Vere and his wife, with Mr Winter and others being of their counsel at the hearing of the same, as also the said Mr Hubberd and Mr Aylofffe with their learned counsel, and the matter being long time dealt [] [] ordered that whereas the said Mr Hubberd and his brother stand bound to the said William Aylofffe for payment of £300 if the said Robert Vere do survive his now wife and do marry any other wife, for the use of which £300 the said Mr Hubberd hath ever since he had [] doth pay to the said Mr Vere £30 yearly, and hath always paid the same quarterly, the said Mr Vere by his counsel made humble petition that the said Vere might have the disposition of the said £300 himself;

Whereupon it is now ordered by consent of the said Mr Hubberd and Mr Aylofffe that if the said Robert Vere shall put in such good bond with sufficient sureties such as Mr Aylofffe shall allow of to repay back again the said £300 with like condition and covenants for the same as the said Mr Hubberd standeth bound for the same to the said Aylofffe, upon such bond so to be made and delivered, then the said Aylofffe to deliver the said Mr Hubberd his and his brother's bond to be cancelled, and thereupon the said Mr Hubberd to make payment unto the said Vere or to his assigns the said sum of £300;

Which if the said Vere [] wife cannot accomplish according to the true intent of this order, then the said Edward Hubberd to keep still the said £300 in his hands so long as the said Mr Vere shall live and be unmarried, paying still for the use thereof the said £30 yearly, the same to be paid at four usual feasts of the year or within 14 days next after every of the

said feasts so as the said Mr Vere do for every payment send thither a sufficient acquittance for every of the said quarter's payment;

And that if the said Robert Vere shall survive his now wife and marry any other wife, that then it shall be lawful for the said Robert Vere to dispose by his last will at his pleasure the said £300, which shall then remain in the hands of the said Edward Hubberd or otherwise to be to the said Robert Vere's administrators;

But if the [] husband Vere, that then it is ordered that the said Edward Hubberd or his assigns shall pay within one month next after decease, upon notice thereof to him given by he [sic] said Joan at the Rolls Chapel, the sum of £150, and then [] £100 more of the said £300, and to deliver up unto the said Joan one obligation wherein the said Joan standeth bound to pay the said Mr Hubberd one hundred pounds;

And as touching the other £50 to be disposed as hereafter in this order is further declared(?) by the plainants' counsel that the conveyance of the £100 per annum granted by the late Justice Aylofffe to the said Joan, as it is now granted that the same is but a chattel real to be altered at the disposition of the said Robert Vere, one of the plainants, being her [] counsel required that the same [sic?] better assurance might be made of the same by the said Mr Aylofffe, but the said Aylofffe's counsel alleged that his late father, Justice Aylofffe, had made sundry conveyances and estates of his land in his lifetime to divers [] Aylofffe and his father had likewise made some estates of his lands upon the marriage of the said William Aylofffe, so as he could not by any means now better her estate, it is ordered by consent of the said Mr Aylofffe that he shall in the beginning of Easter [] counsel the said several estates, and if it be true that is alleged, then the plainants shall stand satisfied with the conveyance of the said rent of £100 a year already made;

And the said Lord Chancellor moved the said Mr Vere that the said annuity might be [] friends in trust to the use of the said Joan for her life for her better security, which the said Mr Vere did assent unto, and the same shall be hereafter ordered and performed accordingly after the perusing of the said Mr Aylofffe's conveyances;

And where the said [] pay yearly unto the said Mr Vere one yearly rent of £39 16s 8d at two terms in the year by even portions with a liberty of 6 weeks after every day of payment of the same, it is now desired by the plainants that the said Aylofffe would pay the same within ten [] day, which the said Aylofffe assented to do, so as the said Vere would send for the same to his house with a lawful acquittance for the discharge of every half year's rent as it should grow due;

And whereas Mr Griffin, who hath married with the said Mr Vere's daughter, that her Majesty had also commended the hearing and ordering of his cause to the said Lord Chancellor, his suit being for £100 of the money in Mr Hubberd's hands after the death of the said Mr Vere if it should grow due to the said Joan if she survived the said Mr Vere, [+Mr +Griffin] having taken a letter of administration of the goods of his wife's brother, John Vere, deceased, son to the said Robert Vere, which £100 was due and payable to the

said John Vere by consent of his said father before some honourable personages, as by divers notes this day showed forth [] appear, with a limitation of the same £100 to the said Mr Griffin's wife if the said John Vere should die before he received the same, the said Lord Chancellor earnestly moved the said Mr Vere that he would assent that £50 of the said money in Mr Hubberd's hands as aforesaid, if it should happen to come to the hands of the said Mr Vere's wife, might be assured to the said Mr Griffin's wife, which the said Mr Vere refused, and therefore the said Lord Chancellor did order that if the said Mr Vere would refuse this, his Lordship's motion, that then the said [+Mr +Griffin] to be at his liberty to exhibit his bill into the Court of Chancery for the said £100 as he shall think meet, and then such order shall be taken as shall be then thought meet, and until the beginning of the next term the said Mr Vere shall be advised whether he will stand to the said Lord Chancellor's motion for the said Mr Griffin's cause or not, that then further order may be taken for the said £50 as it shall please his honourable Lordship;

And lastly it is ordered by the said Lord Chancellor that upon a new indenture of covenants to be made to the said [] said Mr Hubberd, as well for the £300 as also for the said £30 a year according to this order taken, that the said Vere and his wife do deliver up one other indenture of the said Mr Hubberd's which they have for the payment of £200 of money to the said Joan if she survived [] with the payment of certain rent yearly limited in the same indenture to be cancelled and made void, whereby the said Mr Hubberd may not be twice charged, and it is further ordered that if the said Mr Hubberd shall pay the said Vere the said £300 [] this order, that then the said Mr Hubberd shall be left at liberty to take his benefit of his obligation against the said Joan after the death of the said Mr Vere if she survive, except she shall pay unto the said Mr Hubberd or to his assigns £100 [] same bond at the Rolls Chapel within one month after the death of her said husband, which if she do, then the said Mr Hubberd shall take no advantage of the said bond, but upon payment of the said £100 as aforesaid, the said bond to be delivered [] Joan to be cancelled;

Which said order the said defendant for his part hath truly performed touching such payments as be appointed by the same, and hath been and is ready to perform any other part of the same on this defendant's part to be performed if the said plainants [+on +their] parts will accomplish such things as are by them to be performed by the said order;

And afterwards, immediately upon the death of the said Sir Christopher Hatton, the said plainants, not satisfied as it seems with the travail and order of the said late Lord Chancellor nor with [] others as had dealt therein as aforesaid, exhibited again their petition to her Majesty against this defendant and the said William Aylofffe in such manner & form as they had before done, not informing her Majesty that the same cause had been formerly dealt in by the said [+Lord +Chancellor] as aforesaid nor that his Lordship had made any former order therein;

Which petition her Majesty commended unto the right honourable the Lord of Buckhurst and Sir John Fortescue, knight, who likewise heard the said cause at large debated before them by the learned counsel [], and finding that the said Sir Christopher Hatton had

made so perfect an order in the premises upon a full hearing as aforesaid, did then affirm that they would not alter the said order, and wished the said complainants to rest satisfied and contented with the said [], their Honours promised this defendant and the said Mr Aylofffe that they would fully relate unto her Majesty what pains the said last Lord Chancellor had formerly taken therein, and how his Lordship had made a full order therein which they saw no cause to alter;

Whereupon [] and the said William Aylofffe were then humble petitioners to their Honours that they would be pleased to move her Majesty that they might be no more troubled with such commitments to their great charges, but that her Majesty would reject the said plaintiffs' petitions if they should(?) after attempt the like suit to her Majesty against them, which their Honours promised this defendant and the said Mr Aylofffe so to do, and their Honours did then signify so much to the said plainants;

And after this troublesome course then taken by the said complainants [], complainants exhibited their bill in this honourable court against the said William Aylofffe for most of the causes complained of and ordered before, which said bill the said Mr Aylofffe hath answered and the same cause is now at issue and published ready for hearing [] said plainants served process of this defendant to be examined as a witness between them and the said William Aylofffe, putting in nine interrogatories to examine this defendant, upon whereof most of them did concern the facts of this defendant and the effect or the most part of them [] exhibited against this defendant, unto some of which this defendant upon his examination did declare that he was not bound to answer for that they did only concern his own self and his own facts and were not fully pertinent to the said suit between the said [+plainants] and the said William Aylofffe, and yet notwithstanding, to satisfy and to stop the clamour and the importunity of the said complainants, he, this defendant, did answer to most of those interrogatories his full and perfect knowledge to his remembrance [] his own facts whatsoever as were between the said plainants and this defendant as he, this defendant, had hoped would have satisfied any reasonable persons as by the same examinations remaining [] in this honourable court more at large doth and [] as the said plainants have no just cause to exhibit this bill against his [sic] defendant, and this defendant might, as he is informed, demand the judgment of this honourable court whether he should be compelled to make any further answer after so [] and examinations, and whether this court would hold plea or cognizance of the same, but because this defendant would in all duty satisfy this honourable court touching his demeanor and dealing in the premises, and would be glad to stop the further claims of [] the said complainants and to have some final end in the premises, he, this defendant, to their untrue and slanderous bill answereth as followeth:

First, this defendant saith that true it is he, this defendant, hath seen a deed or conveyance made by the late Earl of Oxenford [] deceased, brother to the said plainant, purporting the like matter in effect as is contained in the said bill of complaint, but whether it be of that date mentioned in the said bill this defendant certainly knoweth not for this defendant hath not the said deed in his custody, but [] thinketh that the said plainants have the same deed because at the last hearing to his remembrance the same was showed forth by the said plainants;

And also this defendant further saith that true it is there grew suit between the said complainants and one William Berners named in the said bill, at which time one Mrs Mary Vere, being the only daughter of the said Robert Vere, being then about the age of 26 years and unmarried, and a sober and discreet gentlewoman, procured her father to be, after the decease of the said Berners' mother, his late wife, at her direction and appointment, and by her means and her friends, as this defendant thinketh, he was retained to be attorney for the said complainant, Robert Vere, against the said William Berners, wherein this defendant did the best he could for [] the same cause, but whether he received any writings or evidences of the said complainants by that means this defendant doth not now certainly remember because he taketh it for that the same suit was about 15 years past [=1579] to this defendant's remembrance, but if he did receive any part [] the same to the said Mary Vere, his daughter, or to himself then or sithence;

And saith directly further upon his oath that he hath no evidences or deeds that do concern any of the lands or tenements which now are or were the said Robert Vere's to his remembrance, nor any other writing(?) that doth appertain to the said complainants except one indenture in paper purporting certain articles of agreement bearing date the second day of January in the 23rd year [=2 January 1581] of her Majesty's reign that now is, made and sealed between the said Robert Vere and Joan his wife on thone party, and the said Mary Vere, daughter of the said Robert on thother party, by which it was agreed that the said complainants should do their best endeavour for the recovery of the said manor of Shottesbrook (named in the said bill) which was formerly bargained and sold by the said complainant Vere to Thomas Nike [sic] named likewise in the said bill, and that the use and benefit thereof should be and accrue unto the said Mary Vere upon such other things to be performed on the behalf of the said Mary as be specied [sic] in the said articles, which articles to this defendant's remembrance were sealed upon the marriage day of the said Robert Vere to the said Joan, his wife, this defendant's sister, immediately after the sealing of the jointure of the said Joan made to her by the said Robert, her husband, and were agreed upon before marriage by the consent of the said Robert Vere and Mary Vere on thone party and this defendant and his said sister Joan on thother party to be sealed presently after the said intended jointure made;

And this defendant saith, as touching the marriage had between the said complainants and the manner of the accomplishment of the same, that within a quarter of a year after to his remembrance that the said Robert Vere first began suit with the said William Berners, the said Robert Vere and John Vere, his only son, being about the age of 16 years as this defendant thinketh, and the said Mary Vere, his daughter, came together to Birchanger in the county of Essex to this defendant's house with their servants with them, where they stayed some time together, and shortly after there fell a communication between this defendant and the said Robert Vere and his son and daughter for a marriage to be had between him, the said Robert, and the said Joan Hubberd, this defendant's sister, if he did like her and she him when they should meet and see each others [sic], which was so well liked of, as well by the said defendant as also by the said children and servants as was then pretended, as this defendant by the consent of them all did send for his said sister, Joan, being then at London in service with one Mr Partridge, a goldsmith, and then about

the age of 30 years as this defendant thinketh, and the said Joan coming to this defendant's house and being informed by this defendant of the said treaty and motion of marriage and that he, this defendant, should disburse for her £100 which the said Mr Vere would presently give to his said daughter, Mary Vere, towards her marriage, and that the said Joan should have a reasonable jointure of his lands in Essex, of all which the said Joan was made fully acquainted in the presence of her brother, Henry Hubberd, and other good friends, at which time she agreed to repay the said £100 again to the said Edward Hubberd, her brother, in short time, and made her bond for the same in the presence of her said friends with great request [sic?] & thanks to this defendant, her brother, to do so much for her, considering that this defendant was then in debt above a thousand pounds for lands which he had bought, so as was then done(?) to take up the said £100 to pay Mrs Mary Vere, and hath paid use for the same a long time sithence, at which time it was also agreed that all such further benefit as might be in reasonable manner gotten from the said Mr Noke as by the former articles in this answer is recited should be to the benefit and only use of the said Mistress Mary Vere, so as the said marriage proceeded upon deliberate advice of the chiefest friends on both sides, all which assurances as well for the jointure of the said Joan, now the wife of the said plainant, as also what money this defendant should pay and to whom was fully concluded before marriage, and some bonds and writings sealed on the marriage-day in the afternoon in the presence of some worshipful witnesses and some others, at which marriage the said John Vere and Mary Vere, the children of the said complainant, Robert Vere, were present;

And further this defendant saith that he was informed by credible report that he, the said Robert Vere, was seised in his demesne as of freehold for term of his lease [sic] of and in the said manors of Kennington an [sic] Wennington with their appurtenances in the county of Essex mentioned in the said bill before such time as the said Robert by lawful conveyance in the law did grant and content [sic?] over his right and estate therein to Mr Justice Aylofffe, deceased, and the more certain cause of such his knowledge was for that the said right honourable Edward de Vere, now Earl of Oxenford, did write his letters to the said Robert Vere, the now complainant, being uncle to the said Earl, that he would join with him in sale of the said lands to the said Mr Aylofffe, and also he hath heard that the said complainant, Robert, was sometimes [] of Shottesbrook in the county of Berkshire, and that the said Robert Vere did likewise join in assurance with the said Earl to one Mr Noke, deceased, or to his use, with [sic?] assurances were made by the said Earl and the said Robert Vere as well to the said William Aylofffe as to the [] before the said Robert Vere married with this defendant's sister, and this defendant hath heard that he, the said Robert Vere, was specially procured to join in the said sales and conveyances by the said William Berners, and saith further that he hath heard that he [] had made long leases of all the said premises, or of the most part of them, and had reserved small rents thereupon before he joined in sale with the said Earl to the said Justice Aylofffe and to the said Mr Noke;

And this defendant hath likewise heard that [] had some consideration in money given him by the said Mr Aylofffe and Mr Noke to labour the said Robert Vere to join in assurance with the said Earl, which was executed accordingly, as this defendant hath heard, by fines and recoveries levied & suffered by the said Earl, and the [] what estate

or manner of assurance was made back again of the premises to the said Robert Vere by the said Mr Aylofffe this defendant doth not remember, the same being done by th' advice of such counsel as the said Mr Berners made choice of, but this defendant hath heard that [] of the said manors of Kennington and Wennington was yearly to be paid by the said Mr Aylofffe, his heirs or assigns, to the said Robert Vere either during the life of the said Robert or for certain years if he, the said Robert, should live so long;

And where the [+said +complainants] do allege in their bill of complaint that this defendant procured them to sojourn with them in his said house, to that allegation this defendant saith true it is they did sojourn with him in his said house, and there remained in good space with their servants, and [] said son and daughter with other of their friends made their repair thither at their pleasures and there had entertainment fit for them, for all which this defendant had never allowed him above £20 a year to his remembrance, so as this defendant had never cause to entreat [] to th' intent to benefit himself by their allowances for their entertainment, for this defendant did presume they would be chargeable unto him, and so they fell out unto him, to the value of £40 a year, but he desired their companies for their own ease as [] [] and of theirs, and of very goodwill having bestowed many other particular benefits upon them of good value which he could particularly manifest and declare to this honourable court if he listed to upbraid them with such courtesies as they have in good [] received(?) at is [sic] hands;

And whereas the said Robert doth affirm in his said bill of complaint that he, this defendant, hath wholly been advanced by the now Earl of Oxenford, thereunto this defendant answereth (howbeit the allegations be impertinent) [] hath been very good lord to this defendant, and this defendant hath received many favours and benefits from the said Earl, for the which this defendant doth make most thankful acknowledgment, but this defendant saith further nevertheless that he had lands [] good value left unto him by his father who died long since, and had an office in this honourable court of a good yearly profit of long time before he served the said Earl, so as this defendant had a competent estate setting aside his benefits [] Earl;

And this defendant further saith that true it is that the said Robert Vere fell sick about a year or somewhat more to his remembrance after marriage had with the said Joan, now his wife, at which time he did lie in the house of this defendant where his said daughter, Mistress Mary Vere, then was, but this defendant did never know nor hear that he was so weak thereby that his senses were decayed, nor doth not know that he did send for Mr Wroth, a physician, for that the said defendant was from(?) home(?) at his first falling sick, it being then term-time;

And this defendant further saith upon his oath that about a quarter of a year before the same sickness, to this defendant's remembrance, the said Mr Justice Aylofffe said to this defendant these or the like(?) words(?) in effect, viz., Mr Hubberd, I am informed that your sister Vere hath a jointure made unto her by Mr Vere, her husband, of the lands that I have bought of th' Earl of Oxenford and of him, and it so falleth out that the sea-bank or wall [] [] part of that land is so decayed that it lieth in great danger of drowning, and the charge to amend the same were at the least £100, which I for my part would be loath to

defray or sustain, and that then after Mr Vere's decease, who is now an old man, it should [] out of it by your sister for her lifetime; therefore I pray you to know of the said complainants whether they will be contented to sell me her interest for life for consideration of money or rent or for both, and if they will not, the land shall continue in peril of drowning [] for me, for otherwise I will not be at the charge to amend the sea-wall, whereupon this defendant told the said Mr Aylofffe that at his going down into the country after the end of the term he would acquaint the said complainant and his wife with the said motion and he should have answered [sic?] at his next return to the term then next following;

Whereupon this defendant, upon his coming home, did acquaint the said complainants with the said motion made by the said Justice Aylofffe to this defendant, who seemed in some sort to embrace the same, and then shortly after called this defendant and the said Henry Hubberd, brother to this defendant, in whom they reposed great trust, to confer of the same with the said complainants, who after some speeches resolved that they would be contented in some manner to deal with the said Mr Aylofffe, but in what manner they could not tell before the same land was surveyed, after which the said complainant did likewise resolve that the said Henry Hubberd, being a man of good knowledge in such matters, should shortly survey the same and that after his return some manner of price should be set down how they would deal with the said Mr Aylofffe;

All which speeches the next term following this defendant did deliver to the said Justice Aylofffe, at which time the said Mr Aylofffe requested this defendant that the said Henry Hubberd would come and lie at his house when he surveyed the same, and afterwards the said Henry Hubberd was requested by the said complainant to ride unto the said lands and to make survey thereof, who shortly after performed the same accordingly, and because [] Henry would know the uttermost value thereof, he, the said Henry Hubberd, did spend a long time there, and did lie at an inn or ale-house near to the said land as he reported at his return back again, and got one to show him all the said grounds, [] to Mr Aylofffe's house nor acquainted him therewith, and so brought home to this defendant and to the said complainants a survey of all the said lands written with his own hand wherein is contained in the gross value to be improved to the uttermost when it should [+be?] out of lease six score twelve pounds two shillings ten pence besides six acres of encopseed woods lately felled, which survey this defendant hath ready to be showed to this honourable court and hath heretofore showed the same at sundry hearings, but this defendant himself [+did] never survey or view the said lands, neither doth he know the value of the same other than by the said survey, touching which survey the said Henry Hubberd hath taken his corporal oath before Mr Doctor Carew, one of the Masters of this Court, as well for his honest and true dealing in the same as also that he had no manner of benefit of the said Mr Aylofffe nor of any other for the same, but only had 10s allowed him for his expenses by the said plainants in and about the same at his return home;

After whose return the said plainant and his [] had a conference together what price might be made to the said Mr Aylofffe of the said lands & in what manner, at which time it was resolved as followeth, viz., that if Mr Justice Aylofffe should have the said estate

of the said Joan if he would give three hundred pounds for a fine to the said complainants and pay one hundred pounds by year to the said Joan Vere for term of her life after the decease of the said Robert if she overlived him, the said Robert, and if she should chance to die before the said Robert, that then the said three hundred pounds should be repaid back again to the said Mr Aylofffe, his heirs, executors or assigns, whereupon the next term then following the bargain for the estate of the said Joan was concluded with the said Mr Aylofffe as aforesaid, after which time the said complainant's wife made special choice of Mr Gent before he was Baron to be of their counsel in law, who when the agreement was to be set down and the books to have been drawn, yet because that the said land was subject to sundry extents of th' Earl of Oxenford's debts as well due to her Majesty as to others by reason of the said Robert Vere's former joining in sale of the premises, it was therefore advised by the said Mr Gent to take the said hundred pounds by year for the said Joan out of certain lands of the said Mr Aylofffe's which was then supposed not to be encumbered, and in fine upon such reasons as were then propounded and made by the said Mr Aylofffe and Mr Gent, the said Mr Gent did reason that the said Joan should have assurance of £100 by year after the decease of the said Robert for threescore years if she lived so long, she being then about 31 years of age, out of the said Mr Aylofffe's lands, which term was thought would spend her life, unto which motion and resolution this defendant was contented to give consent for that the same did grow from Mr Gent, being of the complainants' learned counsel, who thought well of the same;

And so the books were accordingly engrossed, and this defendant and his said brother, Henry Hubberd, did at the request of the plaintiffs agree to be bound to the said Mr Justice Aylofffe by obligation for the repayment of the said £300 if the said Robert should overlive the said Joan, the which said books and bond so engrossed, the said Mr Justice Aylofffe, after the term ended, brought down with him to this defendant's house where the said Mr Gent by former appointment and one Mr Glascock, then Clerk of th' Assizes for the said county of Essex, and Mr Wiseman, a Justice of Peace, gave meeting, to this defendant's remembrance, and there all the said writings were sealed and a fine was also then taken of and from the said complainants by deed potestatem, at which time there was also present the said mistress Mary Vere and divers others of the said Robert's friends, the said Robert having been sick about a fortnight before, but then well recovered and amended, and as this defendant remembereth, the said Robert came down into the parlour of this defendant's house and tarried the dispatch of all the said assurances, being then in good and perfect memory, for this defendant saith upon his oath that if he had perceived any danger of death in the said Robert he would have done his best endeavour to have hindered or delayed the sealing of the said writings;

And this defendant further saith that he and his said brother, Henry, did then think that the said complainants had made a very good bargain for themselves with the said Mr Aylofffe for that all the said lands or the greatest part of them were letten by the said complainant Robert Vere for long terms long before the said Robert's intermarriage with the said Joan, the counterpanes whereof this defendant thinketh that the said Robert can readily show forth, or else the said William Berners can tell how the same be bestowed, but this defendant himself is very ignorant thereof, so as there was a time mean between the sealing of the jointure of the said Joan and the said assurance executed to Mr Justice

Aylofffe above a year, to this defendant's remembrance, which the said William Aylofffe, as this defendant thinketh, hath ready to be showed, whereby it may appear how untruly the said complainants suggest in and by their said bill of complaint by [sic] that under pretence of a jointure to be made by the said Robert to the said Joan this defendant procured the said complainants to convey away their interest in the said lands to the said Justice Aylofffe contrary to their meaning, whereas the said jointure was made before the said conveyance to Mr Aylofffe as aforesaid;

And this defendant further saith that there was £300 paid & delivered by the said Justice Aylofffe to th' hands of this defendant to th' use of the said complainants with the consent and agreement of the said complainants with this trust, that the same money should remain in th' hands of this defendant in respect that he, this defendant, together with his said brother, Henry Hubberd, stood bound to repay the same again to the said Mr Aylofffe if the said complainant Joan Vere died before the said Robert, her said husband;

And this defendant further saith that there was not any greater nor other sum of money nor other consideration paid or given to th' hands of this defendant nor to any other to his use to his knowledge, but only the said sum of £300, but this defendant hath heard by report that the said Mr Aylofffe gave to the said Mary Vere, the daughter of the said complainant, Robert Vere, two angels, & unto Thomas Hubberd, another brother of this defendant, one angel in gratuity immediately after the sealing and finishing of the said assurances;

And further this defendant saith that, to his remembrance, he hath paid, ever sithence he had th' use of the said £300, the interest of £30 by year to the said complainant, Robert Vere, and hath his acquittances for the same;

And further this defendant saith that before this bill exhibited he hath offered to the said complainant, Robert Vere, that if he would procure the said Mr Aylofffe to deliver up to him, this defendant, his and his brother's said bond made for the repayment of the said £300 to the said Mr Aylofffe if the said Joan Vere should die before the said Robert, that then this defendant would pay the said £300 with very goodwill unto the said Robert, this defendant being very desirous to be freed from such troubles and expenses as the said complainants have wrongfully brought upon him'

And further this defendant saith that he never made request to the said complainants or either of them to leave him, this defendant, out of the said bill exhibited by them against Mr Aylofffe, but he well remembereth that one Andrew Stephens that followed the matter of complaint in the Chancery for the said complainant against the said Mr Aylofffe told this defendant that if he would be examined as a witness and testify the truth of his knowledge between Mr Aylofffe and the said complainant in the said suit, that then he would leave this defendant out of the bill, whereunto this defendant answered that the complainants might make this defendant a party to the said suit if they so would, but he, this defendant, said that he knew no cause why they should so do, but this defendant further said to the said Stephens that to be a witness if the plaintiffs served him with

process to be examined, he could not choose, but would be ready to testify the truth according to his knowledge to such material and pertinent things as he should be examined of, sithence which time this defendant hath been examined upon interrogatories in the said suit as is before mentioned, and in them have answered to most of the matters contained in this new bill;

And where the said plaintiffs do in their bill charge this defendant that he, this defendant, hath procured the said complainants to release the said sum of £300 received of Mr Aylofffe, or otherwise to pass away his interest therein or in such other annuities as be mentioned in the said bill of complaint to be made by the said Mr Aylofffe to the complainants or either of them, to that allegation this defendant doth say upon his oath that he never did any such thing, neither had he ever any intention so to do as is slanderously affirmed in the said bill;

And as touching the false surmises made in the said plaintiffs' bill concerning the sale of the said manor of Shottesbrook unto the said Mr Noke, and this defendant practising with the [] sort as is pretended in the said bill, this defendant further saith that as he taketh it by view and perusal of the articles aforesaid, the answer of this defendant to those suggestions is the more [], notwithstanding that this defendant hath in sort made herein an answer to some of the said pretences, but this defendant further saith upon his oath that he never practised or confederated unduly with the said [] son or the said Joan to procure a conveyance to the said Noke, the father or the son, from the said complainants as is slanderously alleged in the said bill of complaint, but this defendant saith that the said Noke, the son, came shortly after the marriage of the said complainants to this defendant's house and required to speak with the said complainants, and the said Mary Vere being then there, and having speech with the said Noke, the son, did procure him to affirm and promise unto her that he would not arrest the said complainant, Robert Vere, for breach of any bond by him made to the said Noke, the father, so as he might speak with the said complainants, whereupon the said complainants and the said Mary Vere and this defendant had then speeches and conference with the said Noke, the son, and this defendant remembereth that there was then a free agreement made between the said Noke, the son, and the said Mary Vere what further recompense she should have of the said Noke, the father, so as the said complainants would make a further assurance by fine or recovery or otherwise to the said Mr Noke whereby the said Joan might determine & extinguish the interest and possibility that might happen to her if she should overlive her said husband, Robert Vere, the benefit of which agreement was to come to the said Mistress Mary Vere according to the agreement made by the articles before mentioned, but what sum the same was that the said Mary Vere should have this defendant doth not certainly remember, and affirmeth upon his oath that he never practised with the said Noke, the son, to come down to this defendant's house with process as is alleged in the said bill, and further that he never received any money, profit or reward either of Noke, the father, or of Noke, the son, or of any other person or persons whatsoever for or in respect of the further assurance made by the said Mr Noke by the said complainants of the said manor of Shottesbrook;

Without that that any other matter or thing in the said bill of complaint contained material to be answered unto and herein not sufficiently traversed, denied, confessed or avoided is true, as this defendant thinketh, all which matters this defendant is ready to aver and prove as it shall please this honourable court to award, and hopeth that this honourable court will be with this, the answer of this defendant, and the said former order made by the said Lord Chancellor Hatton as aforesaid fully satisfied, whereupon this defendant prayeth to be dismissed with his costs for his wrongful vexation herein sustained.

The replication of Robert Vere, esquire, and Joan, his wife, complainants, to the answer of Edward Hubberd, esquire, defendant.

The said complainants do and will aver and prove their said bill of complaint and all and every matter, clause and article therein contained to be true, certain and sufficient in the law to be answered unto in such manner and form as in their bill of complaint is set forth and declared, and that the answer of the defendant is untrue, uncertain & insufficient in the law to be replied unto, and is drawn & framed at length of purpose to put these complainants to excessive charges and expenses in taking forth the copy of the said long and tedious answer, laying open in the same many long & frivolous matters which do tend little to the direct points of the said bill of complaint;

With that that these complainants will aver and prove to this honourable court that the said manors of Kennington and Wennington in the bill mentioned and also the said manor of Shottesbrook, after the death of the said complainant, Robert Vere, should & ought in true meaning to have remained to the said Joan, one of the complainants, for her jointure during her natural life, and that the said defendant did consent and compound with the said Mr Aylofffe, the elder, in the said bill mentioned, in the time of the complainant's sickness for the sale of their estate in the said lands in Essex without the privity or direction of the said complainants, and that upon the exhibiting of the bill of complaint into this honourable court against the said Aylofffe, the son, in the said bill also mentioned, the said defendant requested the solicitor of the said complainants that he might be left out of the bill of complaint exhibited against the said Aylofffe, promising and vowing to the solicitor of the said complainants that he would testify the truth of all the matters as a witness;

With that also that the said defendant, without the consent or appointment of the said complainants or either of them, did deliver all and singular the evidences and writings in the said bill mentioned to the parties in the said bill mentioned, which matter being expressly alleged in the said bill of complaint against the defendant as his own fact, and not by the said defendant expressly denied, these complainants hope that this honourable court will take the same as confessed of him;

Without that that the said complainants exhibited their several petitions unto the Queen's most excellent Majesty against the said defendant and the said Mr Aylofffe for vexation,

or that the same was ordered by my Lord Chief Baron, then one of the Justices of the Common Pleas, or by any other as in the said answer is untruly alleged;

And without that that the said Mary Vere, only daughter of the said complainant, did procure the said complainant, Robert Vere, to be at her direction and appointment after the death of his said former wife, the mother of the said Barners [=Berners] in the said bill and answer mentioned, or that by the means of the said Mary Vere or her friends the said defendant was retained as attorney for the said complainant, Robert Vere, against the said William Barners, but by reason of the offer of the said defendant;

And without that the said defendant did the best he could for the said complainant in the said cause for obtaining the said writings of the said Barners, or that the said defendant did deliver the same writings to the said Mary Vere or to this complainant, Robert Vere, for in truth, without the consent or appointment of these complainants he delivered the same to the said William Aylofffe th' elder and the said Noke in the said bill mentioned;

And without that that the said defendant was driven to take up one hundred pounds to pay the said Mary Vere, or that the said Joan, one of the defendants [sic], did agree to repay the same to the said defendant, or that the said complainant Joan did wittingly or willingly give her bond for the same as in the said answer is untruly suggested;

And without that that the right honourable Robert [sic] de Vere, Earl of Oxenford, did write his letters to the complainant, Robert Vere, to join with him in sale of the said lands to the said Mr Justice Aylofffe, or that the said complainant did join in assurance with the said Earl to the said Mr Aylofffe & Mr Noke, deceased, as in the said answer is alleged;

And without that that the said Mr Gent in the said answer mentioned did advise the said Joan, the wife of the now complainant, to take the sum of one hundred pounds out of certain lands of the said Mr Aylofffe's which was supposed not to be encumbered, or that the said Mr Gent was resolved that the said Joan should have assurance of one hundred pounds by year after the decease of the said complainant, Robert Vere, for threescore years if she lived so long, or that the said complainants did agree or consent unto that motion or resolution as in the said answer is untruly declared;

And without that that the said defendant and the said Henry Hubberd in the answer mentioned at the request of the said complainants did become bound to the said Justice Aylofffe by obligation for repayment of three hundred pounds in the said answer mentioned if the said Robert Vere, the complainant, should overlive the said Joan, for that the said bond, if any such were, was made of the defendant's own accord to colour and cloak the detaining of the said three hundred pounds and bargain of his own making;

And without that that the said complainant was in perfect memory at the passing of the said assurance as in the said answer is surmised;

And without that that the said three hundred pounds mentioned in the said answer was delivered by the said Justice Aylofffe to the said defendant in trust, or that the said

defendant, together with his said brother, Henry Hubberd, did stand bound to repay the same to the said Mr Aylofffe if the complainant, Joan Vere, died before her said husband, Robert Vere, at the request of these complainants or either of them;

And without that that the said Henry Hubberd did survey the said manors or any of them by the appointment of these complainants, or that any such survey was ever delivered to them or either of them;

And without that that any other matter or thing material in the said answer expressed and not herein sufficiently confessed and avoided or traversed & denied is true;

All which matters these complainants are ready to aver & prove as this honourable court shall award, and pray as in their said bill of complaint they have prayed.

Bourghchier [=Bourchier?]