

SUMMARY: This undated bill of complaint to the Court of Requests concerns the rectory of Walter Belchamp which on 12 March 1592 Oxford and his second wife, Elizabeth Trentham (d.1612) had sold to Elizabeth's brother, Francis Trentham (d.1626), and maternal uncle, Ralph Sneyd (d.1620), to be held by Trentham and Sneyd to the use of Oxford and Elizabeth during their lives. The petition states that since 12 March 1592 Trentham and Sneyd had received no rent from the rectory, and that it had unlawfully come into the possession of one Edward Coe, who had been withholding not only the rents and profits, but also documents concerning title to the property. Although the bill of complaint is undated, Edward Coe's answer is dated 14 June 1602. The bill of complaint therefore likely dates from April or May 1602.

In his answer, Edward Coe states that Thomas Coe (his father), had a 21-year lease of the rectory from Oxford dated 14 August 1582 which was to commence on 29 September, 1598 at an annual rent of £15 3s 4d and ten quarters of corn, which lease Thomas Coe assigned to Edward Coe on 24 April 1589, as a result of which on 29 September 1598 Edward Coe duly entered into possession of the rectory. Edward Coe further states that on 14 August 1585 Oxford granted to his uncle Robert Vere (d.1598) all the rent corn reserved under the said lease, which Edward Coe says he has paid to Robert Vere as required under the lease. As for the £15 3s 4d due yearly to Oxford under the lease, Edward Coe states that during the four years since he took possession of the rectory, £11 per year of that amount has been paid to Nicholas Smith, the Queen's receiver in Essex, for a tenth owed for Colne Priory as a result of extents by the Queen. He declares himself ready to reimburse Oxford for the balance owing, with proper deductions allowed for the Queen's extents. Edward Coe denies withholding any documents connected to the property, and makes reference to an earlier letter to the Countess written by Oxford's former servant, Nicholas Bleake (d.1600/1), stating that he had personally, under Oxford's warrant, delivered the counterpart of the lease in question to Oxford's former servant Thomas Hampton (whose fraud against Oxford in the sale of Colne Priory is mentioned in TNA C 24/275/77).

One aspect of Edward Coe's answer is confusing in that he appears to connect Oxford's lease to Thomas Coe with Lady Willoughby's letter of August 1585 written on the eve of Oxford's departure for Flushing, whereas Oxford's lease to Thomas Coe was made on 14 August 1582. However it may be that in that section of his answer Edward Coe is merely referring to the modifications of the lease which were made in favour of Oxford's uncle Robert Vere on 14 August 1585, rather than the making of the original lease between Oxford and Thomas Coe. Another confusing aspect of Edward Coe's answer is that he makes reference to the fact that he had already been sued by Oxford in Chancery on the very same matter three years earlier, which would be 1599. There is, in fact, a suit by Oxford against Thomas, Roger, and Edward Coe (see TNA C 2/Eliz/O2/13), but it commenced on 1 July 1595, three years before Edward Coe took possession of the rectory under the current lease. However, perhaps there was yet another suit commenced in Chancery in 1599 after Edward Coe had taken possession of the rectory of which no record now survives. It is difficult to escape the conclusion that the impetus for these lawsuits against the Coe family came from the Countess and her relatives, who doubtless

felt that they had to do what it took to protect her financial interests. Oxford seems unlikely to have sued Thomas Coe or his sons on his own initiative since Thomas Coe and John Booth had turned over their lease of Colne Priory to Oxford's mother after the 16th Earl's death so that she would have a suitable residence (see TNAWARD 8/13, Part 17), something for which Oxford would have owed them a debt of gratitude.

To the Queen's Most Excellent Majesty

Humbling complain to your Highness your faithful and obedient subjects Francis Trentham and Ralph Sneyd, esquires, for & on the behalf of the right honourable Edward de Vere, Earl of Oxenford, Lord Great Chamberlain of England, & the right honourable the Lady Elizabeth, Countess of Oxenford, his wife,

That whereas he, the said Earl, being seised in his demesne as of fee of and in the rectory or parsonage of Walter Belchamp with the appurtenances in your Majesty's county of Essex, with all manner of tithes & other profits, oblations, obventions, & commodities whatsoever thereunto belonging, and he being so thereof seised, he, the said Earl, the twelfth day of March in the 34th year [=12 March 1592] of your Highness' reign by indenture sealed with his seal bearing the same date & enrolled in your Highness' Court of Chancery, and whereunto the said Countess is also party, for consideration of money in the same indenture specified did grant, bargain, and sell unto the said Francis Trentham and Ralph Sneyd, your Majesty's said subjects, their heirs and assigns, the said rectory or parsonage and all and singular other the premises, to have & to hold the same rectory or parsonage and all and singular other the premises with their appurtenances to your said subjects, their heirs and assigns, forever,

Nonetheless the true intent & meaning of the said indenture of bargain and sale was & still is meant & intended upon trust & confidence, which they, the said Earl and the said Countess, his wife, had and reposed in your Majesty's said subjects, and to and for the use, benefit, and advantage of the said Earl during his life, and after his decease of the said Countess and of her heirs and assigns forever, as by the perusal of the same indenture ready to be showed forth more at large it doth and may appear, by virtue whereof your said subjects were of the said rectory and other the premises lawfully seised in their demesne as of fee to and for the uses, purposes, and intents aforesaid,

Now so it is, if it may please your Highness, that one Edward Coe of Walter Belchamp aforesaid, yeoman, having gotten into his hands & possession divers charters, evidences, and other writings touching and concerning the said rectory and other the premises, hath divers years sithence by colour thereof entered into the said rectory & parsonage and hath from time to time received, had, and taken all the issues, revenues, tithes, and other profits & commodities of the said rectory or parsonage to his own use without yielding to your said subjects or to the said Earl any account, reckoning, rent, or other profit for the same, contrary to all right, equity, and good conscience;

And forasmuch as your Majesty's said subjects are answerable in equity to the said Earl for the issues & profits of the premises since the making of the said bargain & sale, and also forasmuch as your said subjects cannot satisfy and pay to the said Earl the issues and profits of the said rectory & other the premises by reason that the same rectory and the profits thereof are wrongfully withholden and kept from your said subjects by the said Edward Coe;

And for that neither the said Earl, in regard of the said bargain and sale made as is aforesaid to your said subjects of the said rectory and parsonage and other the premises, nor your said subjects, in regard that they have not the evidences & writings touching the said premises, can therefore make make [sic] to themselves any good or certain title to the premises, and therefore are without all remedy by the ordinary course of the common laws of this realm to recover from the said Edward Coe the said rectory and parsonage and other the premises out of and from the possession of the said Edward Coe to and for the purposes in the said indenture mentioned;

And forasmuch as your said subjects do not know the certain date & contents of the said charters, evidences, & writings nor whether they be contained in any bag or box sealed or chest locked, and therefore have no ordinary remedy by the ordinary course of the common laws of this realm to recover the same from the said Edward Coe, it may therefore please your Highness of your abundant clemency to grant to your Majesty's said subjects your Highness' most gracious writ of privy seal to be directed to the said Edward Coe, commanding him thereby at a certain day and under a certain pain therein to be limited personally to appear before your Highness' counsel of your Majesty's Court of Requests at the White Hall at Westminster, then and there to answer upon his oath what title he, the said Edward Coe, maketh to the said rectory and parsonage and other the premises, and by what right, title, or titles he holdeth & hath held the same ever since the twelfth day of March in the said 34th year of your Highness' said reign, and whether he holdeth the same by virtue of any lease made to him or to any other person or persons by the said Earl, and for what term or terms and of what date the same lease is & whether the same be made by indenture, yea or no(?), and when the said lease was or is limited to begin, and whether he did ever seal any counterpart thereof, and where the same counterpart is, and by whose means the same lease was obtained and procured of the said Earl, and what yearly rents or other profits in money or corn or other thing is reserved in and upon the same lease, and what rents or other duties or profits he hath paid for the same either to the said Earl or to any other person or persons to his use sithence the said 12th day of March in the said 34th year of your Highness' said reign, and also to stand to and abide to such further order touching the premises as to your Majesty's said counsel shall seem to stand with equity and good conscience, & your said subjects shall daily pray unto God for the prosperous preservation of your Highness long to rule and reign over us in all happiness.

Ruggele

xiiiij^o Iunij Anno Regni Regine Elizabethæ &c. xliiiij [=14th June in the 44th year [=14 June 1602] of the reign of Queen Elizabeth etc.]

The answer of Edward Coe, defendant, to the bill of complaint of Francis Trentham and
Ralph Sneyd, esquires, complainants

The said defendant saith that he hath no charters, evidences, or writings touching or concerning the said rectory or any other hereditaments in the said bill specified belonging to the plaintiffs or to the said Earl but only such as concern his own title, nor ever had to his knowledge or remembrance;

But this defendant about the feast of St. Michael in the fortieth year [=29 September 1598] of her Majesty's reign, and not before, in his own right did enter into the said rectory and parsonage and hath since, and not before, received, had, and taken all the issues, revenues, tithes, and other profits and commodities of the said rectory (except a certain portion of tithes to the value of five marks a year wrongfully detained from the defendant, as he thinketh, by one John Coe, deceased) to his own use without yielding to the said plaintiffs or to the said Earl any account, reckoning, or profit for the same excepting only such rents and profits as this defendant is bound to yield to the said Earl and his assigns by a lease by which this defendant holdeth the same, for this defendant taketh it and is informed by his counsel and verily believeth that he hath an estate in the premises in manner and form following, that is to say,

The said Earl by indenture the fourteenth day of August in the four and twentieth year [=14 August 1582] of her Majesty's reign did demise the said rectory and tithes to Thomas Coe, gentleman, for one and twenty years to begin at the feast of St. Michael th' Archangel in the fortieth year [=29 September 1598] of the reign of her Majesty that now is, for the yearly rent of fifteen pounds three shillings and fourpence at the feast of St. Michael the Archangel and the Annunciation of the Blessed Mary the Virgin by equal portions, in which lease the said Thomas Coe did for him and his assigns covenant with the said Earl, his heirs and assigns, to pay and deliver to the said Earl, his heirs and assigns, five quarters of wheat and five quarters of malt yearly, the estate of which lease Thomas Coe did for good consideration convey to this defendant by his sufficient deed in law bearing date the four and twentieth day of April in the one and thirtieth year [=24 April 1589] of her Majesty's reign, and also this defendant further saith that about the fourteenth day of August in the seven and twentieth year [=14 August 1585] aforesaid the said Earl did by his deed grant to Robert Vere, esquire, all the said corn, both of wheat and malt, reserved and covenanted for in the said lease, to have and to hold to the said Robert Vere during the said term;

And as concerning the rent due to the said Earl from this defendant since the assignment made by the said Thomas Coe to him of and for this lease now in being, this defendant saith that one Nicholas Smith, esquire, her Majesty's receiver of the county of Essex, did yearly for the space of four years last past demand of this defendant eleven pounds of lawful money in her Majesty's name for a tenth going out of the said rectory, being parcel of the late priory of Colne, which tenths and which said sums of a eleven pounds

yearly for every year of these four years last past this defendant is informed and doth believe to be due to her Majesty, and distresses were taken for some of the said payment in her Majesty's name, and therefore this defendant did pay the said eleven pounds yearly to the said Nicholas Smith for her Majesty's use, and thereof received of him acquittances under his & his pursuivant's hand;

Also the said defendant hath yearly since he had estate in the premises paid or satisfied the heirs or assigns of the said Robert Vere the said rent corn reserved upon the said lease and all the arrearages thereof;

Also this defendant never sealed any counterpane of the said lease;

And as to all other arrearages of any rent or any duties due to the said Earl or his assigns for the said lease, this defendant is ready to pay and satisfy the same (for he never had any dealings with the said Earl except that it were in defence of divers unjust grievances moved in the name of the said Earl against this defendant concerning the same), deducting for the encumbrances which he ought to be allowed for by the law;

Also, that one Mr Nicholas Bleake, at that time officer unto the said Earl, by means of a request of this defendant to entreat and satisfy the said Countess about three years since [=1599] when this defendant by unjust molestation was sued by the said Earl in the Chancery (for the very same matter in this bill specified), did write unto the said Countess relating the time and manner of the said Thomas Coe his coming unto the said lease, as also farther affirmed by his letter afterward unto this defendant that by special warrant from the said Earl under his own hand he did deliver the counterpart of the said lease amongst many other writings to one Hampton, then towards the said Earl;

Also Robert Vere, esquire, by means of a letter from the right honourable the Lady Willoughby directed unto the said Earl, her brother, even the day before the said Earl was to take his journey to Flushing [=late August 1585], which letter was sent in behalf of the said Thomas Coe, did help to procure the said lease by which this defendant now claimeth then from the said Earl unto the said Thomas Coe;

At which time there was also granted a patent under the hand and seal of the said Earl bearing date and relation of and to the said lease for ten quarters of rent corn reserved by the lease during all the term therein mentioned to the use of the said Mr Robert Vere, besides a further great sum of money by the said Thomas Coe was to be paid to Mr Vere for his better exhibition at the instance of the said Earl, as this defendant heard it then affirmed;

And afterwards, as is before set down, the said Thomas Coe did lawfully convey and assign the same unto this defendant, whereupon this defendant presently took order with Mr Vere for forty pounds of the said money which was still unpaid, and the same being received by Mr Robert Vere and John Vere, his brother, esquire, the lease was delivered from the said Mr John Vere and one Mr Thimbleby unto this defendant, for this defendant saith that after the making of the said lease to the said Thomas Coe, the same

was left with the said Robert Vere until he was satisfied the said sum of money, which was afterwards performed by this defendant in manner and form beforesaid;

Without that that any other thing or matter herein not answered(?) unto is true.

John Nyncoll(?)