

SUMMARY: The documents below are an undated bill of complaint concerning the rectory of Walter Belchamp filed in the Court of Requests by Francis Trentham and Ralph Sneyd on behalf of Oxford and his second wife, Elizabeth Trentham (d.1612), and the answer dated 14 June 1602 of Edward Coe.

On 12 March 1592 Oxford and Elizabeth Trentham sold the rectory of Walter Belchamp to Elizabeth's brother, Francis Trentham (d.1626), and her maternal uncle, Ralph Sneyd (d.1620), with the proviso that Oxford and Elizabeth Trentham would retain life interests in the rents and profits from the rectory.

The bill of complaint states that since 12 March 1592 neither Francis Trentham nor Ralph Sneyd has received any rent from the rectory, and that it has unlawfully come into the possession of Edward Coe, who has withheld not only the rents and profits, but also documents concerning the property.

In his answer Edward Coe claims possession of the rectory pursuant to a lease stipulating an annual payment of £15 3s 4d together with 10 quarters of rent corn, and states that since entering into possession on 29 September 1598 he has paid £11 per annum (for a tenth to Colne Priory issuing from the rectory) to Nicholas Smith, the Queen's receiver for Essex, pursuant to the Queen's extent against Oxford's former lands, and that he has received acquittances for those payments. He states that he is prepared to pay the balance of rent owing after proper deduction allowed for the payments made pursuant to the Queen's extents. For the Queen's extents against Oxford's lands for his debt to the Court of Wards, see BL Lansdowne 42/39, ff. 97-8, BL Lansdowne 77/80, BL Lansdowne 68/11, f. 24, and PRO 30/34/14.

In his answer Edward Coe states that Oxford made a 21-year lease to Thomas Coe on 14 August 1582, that Thomas Coe assigned the lease to Edward Coe on 24 April 1589, and that the lease was to commence on 29 September 1598. These dates clearly conflict with the dates in Thomas Coe's answer to an earlier bill of complaint filed by Oxford in Chancery on 1 July 1595, TNA C 2/Eliz/O2/13. In that lawsuit Thomas Coe stated that Oxford granted him a 21-year lease in 1577, and that in 1589 Oxford granted him an additional 21-year lease 'to begin from the end of the said former', i.e. in 1598.

In his answer Edward Coe also states that on 14 August 1585 Oxford had granted to his uncle, Robert Vere (d.1598), the ten quarters of rent corn reserved annually under the lease as well as a sum of money, and that he (Edward Coe) had since that time paid Robert Vere the rent corn and the sum of money. Coe's statement concerning the involvement of Oxford's sister, Mary de Vere, Lady Willoughby, in this transaction is unclear, and there is also a conflict between Edward Coe's date for Oxford's alleged 21-year lease to Thomas Coe (14 August 1582) and his allegation that Oxford made the lease 'even the day before the said Earl was to take his journey to Flushing', since Oxford left for Flushing in late August 1585, not in 1582:

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.

Edward Coe also introduces further confusion with his claim that he had been sued by Oxford in Chancery on the same matter three years earlier, i.e. in 1599, whereas the Chancery suit, as noted above, was brought by Oxford in 1595.

Edward Coe also denies withholding documents from Oxford, and claims that Oxford's former servant, Nicholas Bleake (d.1600/1), had written to him (Edward Coe) stating that he (Nicholas Bleake) had personally, pursuant to Oxford's warrant, delivered the counterpart of Coe's lease 'amongst many other writings' to Oxford's former servant, Thomas Hampton:

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.

The involvement of Oxford's former servant, Thomas Hampton, suggests that the lease on which Edward Coe claimed to be relying was fraudulently procured during the period in which Oxford's financial affairs were in a state of disarray because of the Queen's extents against Oxford's former lands. See Oxford's letter dated 18 May 1591 in which he thanks Lord Burghley for his punishment of Hampton:

My Lord, I do thank your Lordship for the punishment of Hampton, whose evil dealings towards me, being put in trust with my causes in law, I hope your Lordship will think them sufficient to deserve your disgrace, especially knowing his corruptions, which for the more assured knowledge of your Lordship I have sent unto the parties themselves from whom he hath drawn money to his own behoof, whose confirmations, so soon as they can be brought out of the country, they shall be delivered to your Lordship.

Oxford's servant, Thomas Hampton was still living on 3 March 1600, when he gave a deposition in which he described himself as 'Thomas Hampton of London, gentleman, of th' age of 58 years or thereabouts'. See TNA C 24/277/35.

For documents mentioning Oxford's servant, Thomas Hampton, and his participation in the Skinner and Harlakenden frauds, see BL Lansdowne 68/6, ff. 12-13; BL Lansdowne 68/11, f. 24; TNA C 24/239/46; TNA C 24/275/77; TNA REQ 2/276/62; TNA SP 46/35, f. 28; TNA WARD 9/118, ff. 234v-235; ERO D/DPr/161; and ERO D/DPr/262.

It thus seems that although Oxford did grant Thomas Coe a 21-year lease in 1577, that lease had expired in 1598, and the alleged lease under which Edward Coe claimed possession of the rectory of Walter Belchamp for 21 years from 29 September 1598 owed its existence to the fraudulent practices of Thomas Hampton. Whether Edward Coe was aware that the lease was fraudulent is unclear; the circumstances suggest that he was.

In connection with Thomas Coe, it should be noted that he 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 TNA WARD 8/13, Part 17), something for which Oxford would have owed Thomas Coe a debt of gratitude.

For the will of Edward Coe, gentleman, of Walter Belchamp, dated 14 February 1621 and proved 6 February 1624, in which he mentions his brother, Thomas Coe, and his brother, Roger Coe, deceased, see TNA PROB 11/143/130.

For the will, dated 1 February 1595 and proved 27 May 1598, of Oxford's uncle, Robert Vere (d.1598), see TNA PROB 11/91/503.

To the Queen's Most Excellent Majesty

Humbly(?) 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] 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 A^o R^{eg}ni R^{eg}ine Eliz^ab^eth^e &c. xliiij [=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(?)