

SUMMARY: The documents below are the plaintiff's bill of complaint and replication, and the defendant's rejoinder, in a lawsuit filed in Chancery by Robert Cole, a copyhold tenant of Oxford's manor of East Bergholt, against William Cardinall. The defendant's answer is missing, and may be miscatalogued as TNA C 2/Eliz/C24/46. In 1563 the defendant's father, Steven Cardinall, was the tenant of Oxford's manor of East Bergholt, as indicated in the Queen's grant of Oxford's lands to Leicester on 22 October 1563: 'The demesnes of the said manor of East Bergholt now in the tenure of Steven Cardinall, by year £26 13s 4d' (see TNA WARD 8/13, Part 25). For the will of Steven Cardinall, probated 26 October 1573, see TNA PROB 11/55, ff. 242-3.

In 1573, Oxford had only recently entered into possession of his lands (see the Queen's licence of 30 May 1572, TNA C 66/1090, mbs. 29-30), and it appears that the events which gave rise to the lawsuit transpired while Oxford was underage, and while Steven Cardinall was tenant of the manor. The bill of complaint states that William Cardinall was bailiff of Oxford's manor of Old Hall in East Bergholt, and held a patent from the 16th Earl which, it would seem, entitled him to the profits of the courts and leets. This appears to be the basis of the plaintiff's statement that Cardinall's demand for four years' back rent was for his own benefit, not Oxford's. The plaintiff also alleges that while he was alive, Steven Cardinall, the defendant's father, 'did demand more rents of the said plaintiff than he had land for'. It is difficult to assess the differing versions of events given by the plaintiff and defendant because of the absence of the defendant's answer and the damaged condition of the surviving documents. The outcome of the lawsuit is not known.

William Cardinall later purchased Oxford's manor of East Bergholt through his steward, Thomas Walton, and Robert Derehaugh, whose elder brother, William Derehaugh, is said to have been the husband of Faith Cardinall (see *New England Historical and Genealogical Register* 155(2001):383-385, 387-390). On 20 December 1578, Oxford had licence to alienate the manor of 'Seynt Johns' alias 'Le Commandre' and lands in East Bergholt to Walton and Derehaugh, and on 5 May 1580 Oxford received pardon of alienation for the sale of the advowson of Brantham with East Bergholt to Walton and Derehaugh (see TNA C 66/1179, mm. 22-3 and TNA C 66/1194, m. 5). On 1 December 1581 Derehaugh had licence to alienate 'the manor of East Bergholt, Suffolk, late of the preceptory of Battsford, late parcel of the possessions of the hospital of St John of Jerusalem, and the advowson of Brantham with the chapel of East Bergholt, to William Cardinall and his son, William the younger' (see Copinger, W.A., *The Manors of Suffolk; Notes on their History and Devolution; The Hundreds of Samford, Stow, and Thedwestry*, vol. VI (Manchester: Taylor, 1910), p. 18). For another lawsuit against William Cardinall by his copyhold tenants, see TNA C 2/Eliz/M7/54.

The top right-hand portions of the bill of complaint and replication have been torn away. In order to make the extent of the omissions clearer, the lineation of the original documents is preserved for the damaged portions of text in the transcript below, with omissions indicated by square brackets.

Humbly complaining [] yeoman, that where he, the [] freehold and tenancies holding by the yearly rent of 3s 2d [] by several copies of court to him and his heirs, yielding and paying therefore [] 15s 4d, all which several tenancies are holden of the manor of Old Hall in East [] and payable half yearly, that is to say, at the feast of St. Mary the Virgin and [] even portions, and the said manor and the inheritance thereof doth and of right ought to appertain []

honourable Edward Vere, Earl of Oxford; and where also the said Robert Cole was and is seised []

holden of the said manor commonly called the Commandry by the yearly rent of 2s 7d ob qua which groweth due []

payable only at the feast of Saint Michael th' Archangel, which said 2s 7d ob qua is in like sort parcel of the inheritance of

the said right honourable [+Earl]; and the said Robert Cole at the first court of the said right honourable Earl did []

his copies and the several rents, and did also acknowledge his free rents, and did attorn tenant according to his duty as is to be manifestly proved;

The bailiwick of which manor called Old Hall doth by right belong and appertain unto one William Cardinall, gentleman, of East Bergholt aforesaid, together with the issues and profits and all other commodities growing by reason of any tenancy of the said manor are [sic?] to the lord of the said manor by reason of his said court and leet or presentment at the said court and leet within the said manor holden, who seeking by covinous means his own benefit and advantage, as may well appear by his dealings towards your Lordship's orator, the first day of September last did come unto the said Robert Cole and of him demanded for four years rent which did grow due at Michaelmas then next ensuing;

And for that Steven Cardinall, deceased, father of the said William, did in his lifetime demand more rents than your Lordship's orator had lands for, your orator requested the said William Cardinall to examine his rental with your orator's book, which rents did agree, amounting in the whole for the said space of four years to the sum of £3 4s 7d, whereof two years and a half grew due and payable in the time of the minority of the right honourable Edward Vere, Earl of Oxford, and yet 28s 9d, parcel of the said arrearages,

was paid by your Lordship's said orator by commandment of the right honourable Sir William Cecil, knight, Master of the Wards and Liveries and now Lord Burghley, Lord High Treasurer of England, to one John Turner, gentleman, a thing well known and given to understand to the said William Cardinall, as by a letter of the said Cardinall's hand ready to be showed may well appear;

And the said first of September he, the said William Cardinall, did then accept and receive 21s 1d ob qua for one year's rent then grown due at the feast of St. Mary the Virgin which was in Anno Domini 1572 to the said Earl of Oxford, and your Lordship's said orator did then assign unto the said bailiff the said 28s 9d in the hands of John Turner paid by order as aforesaid, and gave him moreover in hand 21s 4s qua in contentation of the two years' and the half year's rent due during the minority of the said Earl, and for that there lacked 17d qua which your Lordship's said orator promised payment at the feast of Saint Michael th' Archangel now past and then to come, at what time one other half year's rent of the several tenancies grew due and should be payable as aforesaid, and did in truth after the said feast day of Saint Michael last past make tendery [sic?] unto the said William Cardinall of the said 17d qua and the half year's rent being then grown due and payable, who utterly refused the receipt of the same, notwithstanding gave testimony at the last court holden at the manor of Old Hall to the suitors and homagers there that the said rents issuing out of the copyholds aforesaid were utterly denied to be paid, by reason of which untruth your orator's estate in the said copyhold is drawn in question to be forfeited, contrary to all truth or good equity;

In tender consideration and for redress whereof it may please your good Lordship to grant out the Queen's Majesty's most gracious writ of subpoena to be directed unto the foresaid William Cardinall, commanding him thereby to appear at a certain day therein limited to make answer to the premises and to abide such order touching the premises as to this honourable Court shall seem meet and convenient, as also to show cause why certain witnesses of credit, understanding the full truth of the same matter, should not be examined *in perpetuam rei memoriam*, and thereby the justness and goodness of the title and interest which your Lordship's orator hath in the said copyhold may be maintained and continued, and your Lordship's said orator shall daily pray for the preservation of your good Lordship's estate in prosperity long to endure.

Agmondesham

The said complainant for replication saith that his bill of complaint is true and sufficient []

therein contained are good and true, & not contrived nor imagined to put the said defendant [],

and doth & will aver all & every matter & thing alleged in his said bill to be true in manner and form as [];

that the said defendant should say & report that the said complainant did deny his rent, & to pay []

obtained one Robert Traneforde, clerk, to make a writing in these words or to the same effect, wherein was []

rents with the times of payments, that is to say, at the feast of the Annunciation of St. Mary the Virgin []

following: ‘Mr Cardinall I have paid to Mr Turner during the wardship of the Earl of Oxford £5 13s []

then Master of Awards, who saith that Turner should see me discharged, Item, paid more to yourself the first of September []

I said I would have spoken with Mr Turner, God hath so visited me with a sore hand that I have not been able to travel []

to send you not only the 13s 4d, but also what you would have in the name of rent for the time before spoken, without that []

amount to any more or greater sum than £4 4s 7d, or of right ought to do, or that the said defendant at that day mentioned in []

then signify unto the said complainant that the said complainant was to pay the said defendant £3 16s 6d for merciaments & pains forfeited by the said complainant at several courts, as in the said answer is most untruly surmised;

Or that the said plaintiff & defendant did then account of eight pounds or any other account other than of the £4 3s 7d for four years’ rents which is confessed by the said defendant in his said answer, for the said complainant saith that the said defendant nor any other person did ever demand any amerciaments or pains or ever did show unto the said complainant any extreat or extreats of the said court or courts whereby it might appear to the said complainant any sum or sums that should or ought to be paid by the said complainant other than by one letter of the said defendant[‘s] handwriting sent to the complainant 10 or twell [=twelve] weeks after the said reckoning of the plaintiff & defendant in form as in his said bill is alleged;

Or that the said complainant did deny to pay any of the rents grown due to the said right honourable th’ Earl of Oxford manorty [sic?] during the minority of the said Earl other than is in the bill before declared, or of the rent due to the Queen’s Majesty, but did declare that paid to John Turner by the commandment of the said right honourable Lord Burghley, then Master of the Awards, as in his said bill is truly alleged, and saith that he paid to John Turner £5 13s 4d which the said Turner delivered to Steven Cardinall;

Without that the said Turner did deny the receipt of the said 28s 9d;

Or that the said defendant did signify unto the said plaintiff what answer the said Turner made to the said defendant at such supposed time as the said defendant did demand only 42s 1d for rents, saying to the plaintiff, 'I had 42s 6d of you for rent, and I will have 42s 1d more or I will receive none', and the complainant saith that those two sums maketh just four pound four shillings seven pence according to the reckoning [sic] of the complainant and defendant, and is confessed by the defendant in his answer;

And the said complainant saith that the payment of the 42s 6d was proved in open court last holden at the manor of Old Hall in East Bergholt aforesaid by the oath, who was present when the defendant did demand the sum 42s & one penny, as is aforesaid, and then in the court before [+the] steward the said defendant saith upon his oath that he received the 42s 6d only for amerciements & pains & not for rents, and now being sworn in this honourable court to his answer, he saith that 42s 6d received by him was onward of eight £ 13d for rents and merciaments, which is merely untrue, for the complainant saith that he was never demanded any amerciements at that time, which was the first day of September, and it seemeth that the defendant did not then know of the amerciements, as appeareth by his letter wherein he writeth to the plaintiff [sic] in these words, 'You shall understand that since your son Richard came to me & showed me that he would pay me whatsoever I would ask in the name of rent', or that the £5 13s 4d was paid to Turner was for rents then due, for the complainant saith that Steven Cardinall, father of the defendant, demanded more rents of the complainant than the said complainant had land for;

Or that th' Earl aforesaid is to be prejudiced by any witness in this matter, to take from him & his heirs such advantage & benefit of seizure of the said plaintiff[s] copyhold lands as is now justly given by the forfeiture of the said plaintiff, is most untruly surmised, for the complainant saith that if any such forfeiture had been made by the plaintiff as the defendant hath surmised in his said answer, then the said defendant is to reap the commodity & profit, and not the Earl, by reason of a patent made by the right honourable John Vere, deceased, late Earl of Oxenford, father of the right honourable Earl that now is;

With that this said defendant, seeking by covetous means his own benefit and advantage, did therefore demand of the said plaintiff the said four years rent;

And with that the said Steven Cardinall, father of the said defendant, did demand more rents of the said plaintiff then he had land for;

And with that the said plaintiff paid the 28s 9d to to [sic] the said Mr Turner by the commandment of the right honourable William Cecil, knight, Master of the Wards and Liveries and now Lord Burghley, as in the said bill is most truly alleged, with the same was a thing well known and given to understand unto this defendant;

With that this said defendant did then accept and receive 21s 1d ob qua for one year's rent due at the feast of th' Annunciation of Mary the Virgin Anno Domini 1572;

With that the said plaintiff did give unto this said defendant moreover in hand 21s 4d qua in contentation of the two years and the half year's rent due during the last years of the minority of the said Earl, as in the said bill is most truly alleged;

With that the said 42s 6d rent was paid unto the said defendant in manner & form as in the said bill is before alleged;

And prayeth as by his bill he hath before prayed;

And as touching that frivolous part of the said answer whereby the said plaintiff should be hindered and prejudiced for the examination of the witnesses & producing of proofs for the maintenances [sic?] of the true allegations [+mentioned?] in the said bill, the said plaintiff trusteth that by no order taken by this honourable Court he shall be stayed from the same, being the ordinary way to cause the truth t' appear, and that liberty of the exceptions so discrediting of witnesses is allowed upon the publication & hearing the matter, of all which the said complainant most humbly submitted himself to the determination or ordering of this Court.

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LM: Cardinall
Eristithe(?)

The rejoinder of William Cardinall, defendant, to the replication of Robert Coole [=Cole], plaintiff

The said defendant saith that his said answer is just and true in all and every thing and things therein contained, and further doth aver and is ready to prove all and every the matters therein contained by himself affirmatively confessed or negatively traversed to be true in such manner and form as in the said answer is set forth and mentioned;

And for further rejoinder to the said replication he saith that true it is that the said complainant did send a writing to the said defendant much after the effect mentioned in the said replication, but this defendant saith that the offer made by that writing was after such time as the said plaintiff had denied the payment of the said Lord's rent, and after the time that this defendant had made relation of the said denial to the said Earl's officers, and had had commandment from the said officers thereafter to except [=accept] no rent of the said plaintiff for that, as they then affirmed, the said Earl should take such benefit of forfeiture upon the said denial as by law he might do, and that was the cause why this defendant refused the offer of the said plaintiff so sent unto him by writing;

And for that the said plaintiff had as well by the said writing so sent unto this defendant as otherwise by word of mouth uttered unto this defendant that he had paid unto Mr Turner £5 13s 4d, out of the which 28s 9d was to be allowed unto the said plaintiff as a surplusage paid by him more than was due, and would not therein be satisfied, although this defendant did signify unto him that the said Mr Turner did utterly deny to have received more of him than then was due, and therefore would in no wise allow to this defendant the said 28s 9d, he, the said defendant, did, for the further satisfaction of the said plaintiff in that behalf make search among this defendant's father's writings, where he found a note written under his father's own hand that the said money so paid unto Mr Turner was indeed then due for rent, and further found among the said writings divers other reckonings due by the said plaintiff unto this defendant's father, all which being accounted together with the former reckoning had between this defendant and the plaintiff, and being particularly set forth by this defendant wherefore the same did grow due, together with the receipt of the said money paid to Mr Turner and the 42s 6d received by this defendant of the said plaintiff, there did remain due for all duties due by the plaintiff to this defendant £10 2s 8d qua, whereof this defendant gave knowledge unto the plaintiff by his letter in writing, which is the letter mentioned in the said replication;

And where the said plaintiff seemeth in his said replication very unjustly and slanderously to impeach this defendant of contrariety between his answer exhibited into this honourable Court and his oath taken at the said Earl's court before the steward there, he, this defendant, for his honest purgation in that behalf and for full declaration of the truth therein, saith that upon the first reckoning had between the plaintiff and this defendant about September last past mentioned in the said bill and answer there was accounted between them as well £3 16s 6d due and payable by the plaintiff to this defendant for certain amercement forfeited by the plaintiff, as also £4 4s 7d which at the Michaelmas next following that account should be due and payable by the plaintiff for four years rent of his free and copyhold lands in Bergholt to the said Earl of Oxenford, all which sums being then joined together did amount in the whole to £8 13d, at which time the said plaintiff paid to this defendant 42s 7d without any mention then made of dividing the said sum for any rent, for indeed this defendant meant to except [=accept] the same in part of payment of the said amercement, as may well and evidently appear, as well by the defendant's own letter sent to the said plaintiff as also by the speech uttered by him to the plaintiff upon the receipt of the said 42s 6d, which was that although he received that sum he would not make him any special discharge thereof, but only that he would enter a note into his book of the receipt thereof in part of payment of such duties as was then due unto him by the plaintiff, whereunto the plaintiff answered, 'No, no it maketh no matter for that, for at Michaelmas next coming I will make even with you for all things between you and me', and therefore this defendant, being afterwards examined thereupon at the said court, did indeed confess that he received the said 42s 6d in part of payment of the said amercements, and so no contrariety at all between his said confession and his said answer put into this court as in the said replication is most untruly alleged;

Without that this defendant did not know of any amercements to be due by the plaintiff upon the first reckoning had between them, as in the said replication is untruly alleged;

Or that the secret examinations of such lewd witnesses of light credit as the said plaintiff may produce to be examined in this matter *in perpetuam rei memoriam* cannot hereafter be prejudicial to the said Earl's inheritance, for this defendant saith that the dispositions [=depositions?] so taken in that behalf are not by order of this honourable Court to be published nor to be used in evidence during the lives of the said witnesses, which may be so long after their depositions so taken as, when publication & exemplification of the said depositions shall be made after their deaths, it may be out of memory of what little credit or honesty the said witnesses were, and so by process of time their depositions may stand the said plaintiff or his heirs in as good stead as if they had been of very good honesty and credit, where in truth this defendant thinketh that the plaintiff is not able at this time to produce any good and sufficient witnesses to prove anything beneficial for him in this matter;

And without that any other matter or thing mentioned in the said replication material to be rejoined unto and herein not sufficiently confessed and avoided, denied or traversed, is true, all which matters this defendant is ready to aver and prove as this honourable Court shall award, and therefore prayeth as in his said answer he hath before prayed.

Cardinall