

SUMMARY: The document below is the lawsuit filed in Chancery on 8 May 1591 by Anthony Caldwell against Michael Sandes or Sondes, the son of Anthony Sondes (d.1575) of Throwley in Kent and his wife, Joan, daughter of Sir John Fineux, Chief Baron of the King's Bench. At the time of the lawsuit, Michael Sondes was the owner of Oxford's former manor of Gibcrack in Purleigh, Essex. Oxford had sold the manor of Gibcrack to John Mabbe the younger in 1581 (see TNA CP 25/2/131/1683/23/24ELIZMICH, Item 54), and was granted pardon of alienation for the sale on 9 November 1581 (see TNA C 66/1206, m. 30). John Mabbe the younger was outlawed for debt circa 1588 (see *Calendar of Patent Rolls*, 31 Elizabeth I, p. 57, and Search's Case (1588) 74 *English Reports* 65, 65-66). Mabbe had apparently sold the manor to Gregory Wolmer before that time since according to the lawsuit below, Sondes had purchased the manor from Wolmer before 1586.

A fine in 1600 indicates that Michael Sondes (by that time Sir Michael Sondes) and his wife Mary (nee Finch) sold the manor of Gibcrack in that year to Robert Clerke, one of the Barons of the Exchequer, while yet another fine in 1601 indicates that Robert Wright and his wife Martha sold the manor to Robert Clerke, suggesting that Sondes had at some time transferred a partial interest in the manor to Wright (see Emmison, F.G., *Fees of Fines for Essex Volume VI 1581-1603* (Oxford: Leopard's head Press, 1993), pp. 166 and 178). These rapid alterations in ownership, and the lawsuit itself, provide an indication of the instability which would have been engendered in the area and among the tenants by the dispersion of the lands of the Oxford earldom, many of which had been held by the Earls for generations.

Yet another source of instability is mentioned in the lawsuit. According to the bill of complaint, the manor had been extended against in three separate instances, i.e. by Edmund Styles for a recognizance made to him by the original purchaser from Oxford, John Mabbe the younger, who had since been outlawed for debt; by Thomas Skinner on a recognizance made by Oxford in 1580, and by the Queen for Oxford's debt to the Court of Wards for his wardship and livery.

For Oxford's recognizance to Skinner on 17 September 1580 for 2000 marks, and the judgment granted to Thomas Skinner in Michaelmas term 1590 giving Skinner the right to execute against Oxford, see TNA 30/34/14, no. 3, and TNA C 43/10/340. For Skinner's fraud against Oxford, see BL Lansdowne 68/6, ff. 12-13, 68/11, ff. 22-3, 26, 28. For a list of some of the extents for Oxford's debt to the Court of Wards made by the Queen against Oxford's former lands, now in the hands of those who had purchased from Oxford, see BL Lansdowne 68/11, f. 24. For Michael Sondes, see: 'Parishes: Throwley', *The History and Topographical Survey of the County of Kent: Volume 6* (1798), pp. 445-461. URL: <http://www.british-history.ac.uk/report.aspx?compid=62984>.

It is not clear whether the replication below forms part of this lawsuit as the defendant is identified in it as Nicholas Sandes, while the content deals with Bromfield Close, which is not mentioned in either of the other documents.

The defendant's answer has sustained considerable damage. Some of the text which is illegible in the digital images supplied by The National Archives has been supplied below from an original spelling transcript made by Dr. Alan Nelson. Completely illegible or missing sections of text are indicated by square brackets in the modern spelling transcript below.

LM: Huberd  
vij die Maij 1591 [=8 May 1591]

To the right honourable Sir Christopher Hatton, of the most noble Order of the Garter, knight, Lord Chancellor of England

Humbly complaining showeth to your honourable Lordship your daily orator Anthony Caldwell of Purleigh in the county of Essex, yeoman;

That where about nine years past [=1581/2] one John Mabbes, citizen and goldsmith of London, was seised of and in the manor of Gibcrack otherwise Chipcracke in Purleigh aforesaid in his demesne as of fee, and so seised was bound by recognizance to one Edmund Style in the sum of one hundred and forty pounds;

And where also the right honourable Edward, Earl of Oxenford did also acknowledge one recognizance of two thousand marks, as by the several records doth and may appear;

And where further the said right honourable Earl of Oxenford was seised in his demesne as of fee in the said manor, and assured the same to the said Mabbes;

And where also the said manor was conveyed to one Michael Sandes, esquire, by force whereof he was seised in his demesne as of fee, and he, so seised, did about the eight and twentieth year of her Majesty's reign [=1585/6] by deed indented demise to your orator the mansion-house of the said manor and the site and divers parcels of the demesnes of the said manor for divers years yet enduring, yielding and paying the yearly rent for every acres five shillings the acre, by force whereof your Lordship's said orator did enter into the said demised premises, and was possessed thereof accordingly;

And where sithence the said Styles hath sued execution of the said recognizance, and divers parcels of the said manor being liable to the said charge is extended, and is delivered to the said Edmund Styles for a certain term yet enduring;

And where likewise one Skinner hath extended the said land for the other recognizance knowledged by the said Earl of Oxenford extended [sic?], and hath delivered divers other parcels of the demised premises over and besides, and also there is extended for her Majesty the said demised premises for debt due to her Majesty for the wardship or livery of the said Earl;

And where also one Chelsham extended sithence the said demised two hundred acres next adjoining to the premises, and will neither suffer the farmer of the same to make the hedges and fences betwixt the said grounds and the grounds to your said orator so letten, by means whereof your Lordship's said orator can take no benefit or profit of the said farm, and to his great loss and hindrance your said orator hath had spoiled and destroyed with cattle twenty acres of wheat and ten acres of oats by default of the said fences and hedges;

And where further your Lordship's said orator doth by occupation occupy divers of the letten premises;

But so it is, if it may please your honourable Lordship, that the said Michael Sandes, notwithstanding the said lawful evictions before recited, and notwithstanding also the troublesome occupation for want of the enclosures, and albeit by occupation aforesaid that your said orator is for the time discharged of payment of his rent to the said Sandes, he, the said Sandes, knowing of the said lawful evictions, doth not only unjustly and wrongfully vex and trouble your said orator with actions of debt at the common law and daily molesting your said orator with infinite troubles and unlawful distresses and impounding his cattle to the manifest injury of your poor orator, as lately having killed one gelding worth five pounds and one cow, being with calf, worth the sum of three pounds, but also notwithstanding your orator hath of his own charges bestowed the sum of twenty pounds in the repairing of the said mansion-house at the request of the said Sandes, besides forty pounds and ten shillings for building of a barn and other accounts for keepings his courts of the said manor & other reckonings, as by the said particulars more plainly may appear, to the utter undoing of your poor orator, [INTERLINED: the said Sandes doth unjustly detain], unless your Lordship of your accustomed goodness doth provide some ordinary remedy to meet with those unjust vexations and troubles;

May it therefore please your honourable Lordship, the premises considered, to award the Queen's Majesty's writ of subpoena to be directed to the said Michael Sandes, commanding him thereby under a certain pain at a certain day and place therein contained to answer to the premises, the rather for that your orator hath no ordinary remedy to relieve himself, but also to stand to such order and direction as shall seem to agree with right, equity and good conscience, and your said orator shall daily pray to Almighty God to preserve and keep your honourable Lordship.

Grey(?)

LM: Ioaurum(?)

Iuratus 17 Maij 1591 coram Mat Cant(?)

Th' answer of Michael Sandes, esquire, defendant, unto the bill of complaint of Anthony Caldwell, complainant

The said defendant by protestation saith that the said bill of complaint against him into this most honourable court exhibited is untrue, uncertain & insufficient in the law to be answered unto;

Nevertheless, saving unto him th' advantage of exception unto the said bill of complaint for the incertainty & insufficiency thereof at all times hereafter, for answer thereunto, & for declaration of the truth touching so much of the matter of the said bill of complaint as concerneth this defendant to answer unto, this defendant saith that where true it is that this defendant did buy the said manor of Gibcrack alias Chipcracke from one Gregory Wolmer, by force whereof this defendant was seised of the said manor & lands thereunto belonging in his demesne as of fee;

And that(?) this defendant, so being thereof seised, at the instance, suit & request of the said complainant, did about the twentieth day of January in the eight & twentieth year [=20 January 1586] of the reign of the Queen's Majesty that now is, by deed indented bearing date the said day & year, demise & lease the site of the said manor-house called Gibcrack, set, lying & being in the parish of Purleigh within the county of Essex, with all the barns, edifices & buildings thereunto belonging, and one orchard thereunto adjoining, & all these pieces or parcels of land following, that is to say:

One little piece or parcel of ground on the backside of the manor-house there, containing by estimation four acres of ground, be it more or less;

One close called or known by the name of Stable [ ], containing by estimation four acres & a half, two & thirty perches, be it more or less;

One piece or parcel of land called & known by the name of Hanniell Lawn, containing by estimation [ ] acres, three rods, four perches, be it more or less;

One piece or parcel of land called & known by the name of Pease field, containing by estimation fifteen acres [ ], be it more or less;

One piece or parcel of pasture-ground called or known by the name of Hether Burch Quarter, containing by estimation fifteen acres, be it more or less;

One piece or parcel of land called Conyclap, containing by estimation sixteen acres & a half, seven & thirty perches, be it more or less;

One piece or parcel of [ ]. containing by estimation five acres & a half, seven perches, be it more or less;

One pasture croft called Calves Leas meadow, containing by estimation three acres, one rod & [ ], be it more or less;

One piece or parcel of land called Sparefield, containing by estimation nineteen acres, three rods & a half, be it more or less;

One piece or parcel of land called [ ], containing by estimation eleven acres, be it more or less;

One piece or parcel of land called Thornes, containing by estimation six acres, be it more or less, with the spring thereunto [ ] called Sparell spring;

One piece or parcel of furzy ground leading down the way to Danbury, containing by estimation ten acres, be it more or less;

And one other piece or parcel of ground, being part & parcel of the Great Burche Quarter adjoining to the Thornes & the spring, with(?) one (blank) south;

All which the before-demised premises, [ ] or parcel of the manor of Gibcrack, & are set, lying & being within the parishes of Purleigh, Handfield & Sandon, or in some of them, within the county of Essex, and now in the tenure of the said Anthony Caldwell or his assigns, excepting & always reserving unto the said Michael Sandes, his heirs & assigns, all the lord's rent, services, duties & customs belonging or appertaining unto the said manor of Gibcrack, and all the apple-trees & fruit-trees that then were standing & growing in the before-demised orchard [ ];

To have, hold, and to farm occupy all and singular the before-demised premises with all & singular th' appurtenances (except before excepted) unto the said Anthony Caldwell, his executors & assigns, from the feast-day of Saint Michael th' Archangel last past before the date of the said indenture unto the full end and term of [ ] and six years thence next & immediately following fully to be complete & ended;

Yielding and paying therefore yearly during the term aforesaid unto the said Michael Sandes, his heirs and assigns, for every of the foreletten premises five shillings the acre of good & lawful money of England in the feast-days of th' Annunciation of Our Lady & Saint Michael th' Archangel by even portions, to be paid at the manor-house aforesaid;

And if it should happen the yearly rent aforesaid of five shillings the acre to be behind & unpaid in part or in all after any of the feast-days aforesaid in which it ought to be paid by the space of six weeks, being then & there lawfully asked and demanded and not then paid, that then and at all time and times after it should be lawful to & for the said Michael Sandes, his heirs & assigns, to distrain of & in the premises or any part or parcel thereof, and the [ ] distresses there so had & taken to lead, drive and carry away, & impound the same, & with him & them to detain & keep until the said yearly rent of five shillings an acre and every part & parcel thereof be unto him or them fully satisfied, contented & paid, with th' arrearages and charges, if any be, by that means sustained;

And very true it is that for the rent due & unpaid this defendant hath commenced suit at the common laws against the said complainant, as he, this said defendant, thinketh he lawfully may do;

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[LENGTHY PARAGRAPH CROSSED OUT]

And this defendant further saith that the said complainant, ever sithence the said lease made, hath or might have holden & enjoyed the said premises (for anything known to this defendant) without any lawful eviction, & there is no cause in equity (to this defendant's knowledge) why he should not pay the rent reserved;

And this defendant further saith that if the said complaint [sic] were in any sort lawfully evicted out of the said demised premises or any part thereof, that such eviction is a good plea at the common law, and therefore there is no reason why the said complainant should vex and with malicious & unjust suit trouble this defendant in this honourable court, whereas he may be by the course of the common laws aided;

And this defendant further saith that he verily thinketh that if any such extents and executions be sued as in the said bill of complaint is surmised, that the same is by the plaintiff's own confederacy with the said Style and others of purpose, without any just or reasonable cause, to make thereby colour or show of equity to detain & withhold from this said defendant his just and due debt, for this defendant saith that the said complainant (as this defendant hath heard) hath given entertainment at his house divers and several times both to the said Style, Chelsham and others which in the said bill of complaint are mentioned to have extended recognizances upon the said lands, in respect whereof this defendant is induced to think and believe that the said complainant is confederate with the [ ] extending of the said recognizances (if any such extent be) to defraud this defendant of his due debt, or at least to delay payment thereof;

In respect whereof, and in respect that this defendant doth not charge the said complainant with any penalty, but with due debt upon the said lease, and in respect that if the lands leased or any part thereof be evicted from the complainant since the making of the said lease, that the said complainant may have advantage thereof by way of plea at the common law, therefore this defendant hopeth that this court will dismiss the said cause to the common laws, and not retain the same in this honourable court, and stead the course of the common law in such a case wherein the said complainant may by pleading be as far aided in equity and right as by the course of this honourable court he can be;

Without that that the said site of the said manor or any other the said demised premises were or are lawfully extended or delivered by extent unto the said Chelsham or any other to this defendant's knowledge, or that the said complainant is in any sort lawfully evicted out of the said demised premises or any part or parcel thereof;

And without that that any other matter or thing in the said bill of complaint contained material or effectual for this defendant to answer unto, and not before in this present answer sufficiently confessed & avoided, traversed or denied, is to this said defendant's knowledge true, all which matters this said defendant is ready to aver and prove as this honourable court shall award, and prayeth to be dismissed with his reasonable costs & charges in this unjust suit most wrongfully sustained.

The replication of Anthony Caldwell, complainant, to the untrue answer of Nicholas Sandes, defendant

The said complainant, by way of protestation, saith that the said answer is uncertain and insufficient in law for divers apparent causes in the same set forth;

And for some show of cause the said complainant saith that forasmuch in the said bill of complaint is alleged that divers recognizances and statutes of the staple or merchant hath been executed, and by that occasion the said complainant put forth and expelled the possession of the said premises, and thereby the said complainant by course and order of the common laws to be abated of his rent, and also ought not to be charged with the whole rent nor to be vexed or unjustly molested;

And further the said complainant for replication saith that his said bill of complaint is true, just and certain, and therefore sufficient in law to be answered unto in such form as he hath expressed;

Without that that the said defendant did amongst other the demised premises [+demise] the said close called Bromfield containing about five acres, as untruly is alleged;

And without that that the said defendant did demise to the said complainant the said close called Bromfield, containing by estimation eleven acres more or less, as untruly in the said answer is likewise alleged;

And without that that the said complainant ever sithence hath or could quietly occupy or enjoy the premises mentioned in the said bill for the causes in the said bill mentioned, or that the said execution in the said bill mentioned & contained by virtue of the said extent hath been done by any practice or covin of the said complainant, but much against the will of him, the said complainant, as most untruly is alleged;

And without that that any other matter, article or allegation, sentence or surmise in the said answer contained and not before sufficiently confessed and avoided, traversed or not denied is true, all which matters the said complainant is ready to aver & prove as this court shall award.

Grey(?)