

SUMMARY: The documents below are the petition filed in Chancery on 9 January 1590 by John Mitchell, Christopher Burrough, Christopher Lewes and Robert Lincoln alias Skinner, and the answer filed on 10 February 1590 by William Cardinall the elder, Thomas Walton and William Webb. The petition sets out both a general and a specific complaint, the former being that exorbitant fines were being exacted by William Cardinall, the new lord of Oxford's former manor of East Bergholt, against all copyhold tenants for admittance, and the latter being that the plaintiffs had been unjustly deprived of their copyhold lands by Cardinall and his steward, Thomas Walton. The outcome of the case is unknown, but the allegations of the plaintiffs, if true, demonstrate the different treatment accorded to copyhold tenants by members of the upper nobility such as the Earls of Oxford, who had held these lands for generations, and members of the up and coming classes who had recently purchased them.

It would appear that William Cardinall 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 Battisford, 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 TNA C 66/1218, m. 13). William Cardinall held his first manor court in 1582 (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 filed against William Cardinall by his tenants of the manor of East Bergholt, see TNA C 2/Eliz/C22/42. For the will of William Cardinall's father, Steven Cardinall, tenant of Oxford's manor of East Bergholt in 1563, see TNA PROB 11/55, ff. 242-3.

There has been some loss of text, particularly on the right hand side of the answer. In order to make the extent of the omissions clearer, the original lineation of the answer has been preserved in the transcript below, with loss of text indicated by square brackets.

LM: 29 January 1589 [=1590]

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

Humbly complaining showeth unto your Lordship your daily orators John Mitchell, Christopher Burrough, Christopher Lewes and Robert Lincoln alias Skinner of East Bergholt in the said county of Suffolk;

That whereas your Lordship's orators were and yet are seised in their demesnes as of fee of and in divers and sundry customary messuages, lands and tenements holden by copy of court roll of William Cardinall, gentleman, as of his manor of Old Hall in East Bergholt aforesaid, of which manor the right honourable the now Earl of Oxenford and his ancestors were long time seised, your orators, and they whose estate your orators have in the said copyhold messuages, lands and tenements, by all the time that the said now Earl of Oxenford and his ancestors were seised of the same manor, quietly and peaceably did enjoy their estates in the said messuages, lands and tenements, doing their services and paying their rents accustomed to be paid & done for the same without any manner of exaction of any great fines for their admittances thereunto other than the value of one year's rent payable to the lord of the said manor, by means whereof there were within the said town of East Bergholt great store of inhabitants, being clothiers, of which the said town of East Bergholt chiefly consisteth;

But now so it is, if it may please your Lordship, that the said William Cardinall, having purchased the said manor of the said Earl, partly by the persuasion of Thomas Walton, gentleman, his steward of the said manor, and of William Cardinall the younger of Hadleigh in the said county of Suffolk, gentleman, and partly of the said William Cardinall the elder his covetous mind, such unconscionable fines have been and daily are exacted of them for their admittances to their copyholds holden of the said manor as were not before his time at any time demanded or set;

And besides from court to court they have threatened your orators with seizure of their copyhold messuages, lands and tenements except they would present upon their oaths whatsoever the said William Cardinall the elder, William Cardinall the younger, and Thomas Walton would have them to find to fit their purposes, albeit neither your orators do of their own knowledge know the same to be true, nor any evidence given them to lead their consciences to find and present the same upon their oaths;

And now of late at a court holden by the said William Cardinall the elder at and for the said manor about the third day of April last past [=3 April 1589], the said Thomas Walton, being then steward, about eleven of the clock in the forenoon departed out of the said court without any adjournment thereof to the house of the said William Cardinall the elder, and whereas all that day long your orators had done their service unto the said court in most dutiful manner that reasonably could be required, your orators at the said court, being sworn upon the homage, coming to the said Thomas Walton, then steward of the said manor, at the house of the said William Cardinall the elder (being out of the said manor) to yield up their verdict and presentment of such things as they had before been charged with and had inquired of and agreed upon, the said Thomas Walton, by the procurement of the said William Cardinall the younger, did tell your orators that one Thomas Cole, a customary tenant of the said manor of one cottage and rood of land with th' appurtenances called Thackers lying in East Bergholt aforesaid, had made a lease of

the same to one Thomas Cattringham for two years, paying 20s by the year, contrary to the custom of the said manor, and did further tell your orators that the said Thomas Cole in open court had confessed the same, and therefore then and there required your orators to go and inquire thereof, and to present the same;

Whereupon your orators went together to consider of the said lease, and because no person did depose the same to be made in such sort as the steward had alleged, nor any other evidence was given to lead your orators' consciences upon their oaths to find the same, and as your orators are persuaded there cannot yet any such witnesses be produced, and for that also your Honour's said humble orators had heard it commonly reported that by the custom of the said manor a copyholder might make a lease of his copyhold lands for the term of two or three years (the certainty whereof your orators then knew not), and because your orators do know of their own knowledge that the said cottage and rood of land was not then worth yearly to be letten above five shillings a year at the most, the said cottage being in so great decay, and because the said Thomas Walton did not tell your orators that Cole had confessed so much until the said Cole was out of town and then not to be talked with, and also forasmuch as your said orators had had experience of the unindifferent dealing of the said Thomas Walton with them, and yet (being copyholders of the said manor, and being desirous that neither the said steward nor the lord himself should take any displeasure nor have any colour to be offended with them) they again resorted to the said steward, and for that they had served and done their duty as copyholders ought to do all that day before, and had neither sufficient evidence to lead their consciences to find the said lease nor sufficient time (the day being far past) to make inquiry thereof, desired him to give them some longer time for to inquire of the said supposed lease whereby they might neither injury the said Cole nor the lord of the said manor nor offend their own consciences, and withal offered their former verdict and presentment, and humbly desired some longer time to give in their verdict concerning the said supposed lease;

Which said verdict and presentment so offered, the said steward then and there with good allowance received and accepted, but utterly denied to give any further time for the inquiry of the said supposed lease, whereupon one of the said homage said unto the said steward that he was doubtful whether Cole did confess so much in open court as the said steward had informed them or no, and the said steward then said it was not in open court but before sufficient witnesses, wherein when the said homage did find the said steward to vary from his former speeches, they were the rather desirous to have some further respite for inquiring thereof, and earnestly desired the said steward thereunto, but he utterly refused to grant their request, and forthwith in a great rage willed one Matthew Smith, being his man, presently to enter some matter into the court book of the said manor, and thereupon the said Thomas Walton, Matthew Smith and William Cardinall the younger, or some of them or some other by their or some of their procurement, have made divers entries as well into the said court book as into the court rolls of the said manor concerning the lease aforesaid, and thereupon several seizures of all your orators' copyhold lands & tenements were afterwards awarded;

Which note so entered, when your orators perceived, they desired the said steward he would not be offended, for if their request might not stand with his liking they would go again to inquire of the said lease, and present as their consciences should lead them, but the said steward then in displeasure about 8 or 9 of the clock at night departed from them, and in the morning early your Lordship's said orators did come again to the said lord and steward to desire their favours, and further did desire them not to think that your orators had done anything in contempt, but only were desirous to have their consciences satisfied, and therefore prayed a further day to give their verdict touching the said supposed lease which, when the said lord & steward had denied them, your Lordship's said orators offered to have made a verdict according to their consciences touching the said supposed lease, but the said steward then answered that his pen should not go in vain, since which time all your orators' copyhold messuages, lands and tenements by warrant from the said lord & steward were seized;

After which seizure, about the 27 day of May last past [=27 May 1589] the said steward did keep another court for the said William Cardinall the elder for the said manor, at which court the said lord & steward did practise together to bring your orators to confess they had offended in not presenting the said supposed lease, and to persuade your orators the rather to consent thereunto they offered that if your said orators would confess their offence & submit themselves to the lord's mercy, they would regrant unto some of them their copyhold messuages, lands & tenements by copy of court roll again;

To which persuasion, as well because your orators did know they had not offended, as also because their copyhold messuages, lands and tenements which they should thereby put in danger were of very great value and the most part of some of your orators' substance, as also because your orators knew not how their said messuages, lands and tenements by such act might be encumbered, your said orators would not agree, and thereupon at the said court the said lord & steward did in the presence of your orators grant certain parcels of your orators' copyholds so by them by colour of the said supposed forfeiture seized unto one William Webb whom, by some confederacy between the said William Cardinall th' elder, Thomas Walton, William Cardinall the younger, Matthew Smith & William Webb beforehand had, they had, as it seemeth, brought thither for that purpose, who being towards the law, meaneth & threateneth to commence suit against your orators for occupying of the same copyhold lands & tenements;

And the said William Cardinall, to manifest his hard dealing further to the world, threateneth your orators, & giveth it out in speeches & intendeth, as is it to be feared, that if he prevail not in obtaining your Lordship's orators' said messuages, lands & tenements by colour of the said pretended forfeiture, yet if the said copyhold lands or tenements come any ways into his hands by surrender or otherwise, if he cannot prevail by colour of the said supposed forfeiture, he will revenge himself by exacting such fines as shall seem good to him;

In tender consideration whereof, and inasmuch as such entries into the said court book and court rolls of the said manor as hath been made concerning the said supposed forfeiture may hereafter breed some disquiet & troubles in law whereby your orators or

their posterity (when the truth concerning the premises shall not peradventure be so well known or able to be proved), and for that the said lord & steward do exact unreasonable fines more than ever have been heretofore paid or demanded upon descents & admittances, and for that also your orators hope that the said William Cardinall th' elder, Thomas Walton, William Cardinall the younger, Matthew Smith & William Webb will upon their oaths severally confess the truth of every(?) particular matter laid to their several charges (whereunto your humble orators pray they may be urged), and for that also your Lordship's said poor orators have no remedy by the course of the common laws of this realm to have such fines as unconscionably they be threatened with mitigated to some reasonable rate, may it please your Lordship, the premises considered, to grant unto your Lordship's orators her Majesty's most gracious writ of subpoena to be directed to the said William Cardinall th' elder, Thomas Walton, William Cardinall the younger, Matthew Smith and William Webb, thereby commanding them and every of them at a certain day and under a certain pain personally to appear before your Lordship in her Majesty's most High Court of Chancery then and there to answer the premises and to stand to such further order and direction as to your Lordship shall seem to stand with equity and good conscience, and your Lordship's orators, as is their bounden duty, shall daily pray to God for your good Lordship in much honour long to continue.

Edward(?) Coke

10 February 1589

The joint and several answers of William Cardinall th' elder, Thomas Walton & William Webb, defendants, to the bill of complaint of John Mitchell, Christopher Burrough, Christopher Lewes & Robert Lincoln alias Skinner, complainants.

[ ] defendants, saving to themselves all advantages of exception to the uncertainty and insufficiency of the said bill of complaint, for answer unto the matters contained in the said bill of complaint [ ]

William Cardinall the elder and Thomas Walton sayen that it is very true that the said William Cardinall mentioned in the said bill is seised of the manor of Old Hall in East Bergholt with [ ]

[ ] William from the right honourable the Earl of Oxford that now is, and that the said Thomas Walton is steward of the said manor, and that by patent to be executed by the said Thomas [ ];

And that upon the second or third day of April last past [=2 or 3 April 1589] there was a court holden within the said manor, at which court the said complainants, together with John Branston, Christopher Branston, [ ]

Tonymes(?), Lancelott Warde, William Norman, William Cocke, John Cooke, Christopher Hawsted and Anthony Payne were then and there sworn of the homage, and their charge delivered unto them by Mathew [ ]

Walton, and for that purpose deputed by the said Thomas, in which charge (as these defendants have heard by the relation of the said Matthew Smith), they were especially charged to enquire if any coppice-woods [ ]

lease of any his copyhold messuages, lands and tenements contrary to the custom of the said manor without licence, & that if they should understand of any such lease, they should present the same [ ]

for that the said copyhold so demised was by the custom of the said manor forfeited unto the lord of the said manor; and the said Thomas Walton saith that it is also very true that before such time [ ]

said Matthew Smith unto the said complainants and the residue of the homage there, the said Thomas Walton and the said William Cardinall th' elder, with some others accompanying them, departed from the place where the said court [ ]

[ ] house of the said William Cardinall not far distant from the said court, where at their coming they found the said Thomas Cole mentioned in the said bill and one Robert Goff in some controversy about some [ ]

[ ] remember) by the said Cole to be used towards the said Cattringham, sometimes owner of the said tenement [+called] Thackers mentioned in the said bill, whereupon the said Cole and Goff desired the said Thomas Walton [ ]

the said Cole in opening of his title showed unto the said Thomas Walton, as he remembereth, that the said Cattringham was owner of the said tenement called Thackers, and held the same of the said William Cardinall as of his said manor of Old Hall by copy [ ]

borrowed of the said Cole ten pounds of lawful money of England, and surrendered his said tenement unto the use of the said Cole upon condition that if the said Cattringham did pay unto the said Cole at th' end of two years or thereabouts the [ ],

that then the said surrender should be void, and that the said Cole was thereunto admitted accordingly, and showed further that the said Cole & Cattringham did agree that the said Cattringham should occupy and take the profits of the said [ ]

use during the said term, paying unto the said Cole yearly for the same the yearly rent of twenty shillings during the said term, which the said Thomas Walton hearing, answered unto the said Cole that if he had [ ]

the said Cattringham, he had then committed a forfeiture, for that the said agreement did amount unto a lease, which was contrary to the custom of the manor, whereunto the said Cole answered that he had no meaning to commit any forfeiture [ ]

said agreement did amount unto a lease in law, he said he could not now amend the matter, for in very truth such was the plain agreement between them, but he well hoped that Mr Cardinall, meaning the lord of the said [ ]

favourably with him, considering he had no ill meaning, whereunto the said Thomas Walton answered that there was no doubt but he should find the said Mr Cardinall as reasonable in this cause as he himself would desire [ ]

Cole had openly confessed the truth unto him, the said Thomas Walton, being then steward of the said manor, in the hearing of many, and for that it was matter apparent to be done without licence contrary to the custom of the manor [ ]

answered that he could not in duty conceal the same, but said he would make it known unto the homage, and they should bring it in as parcel of their verdict, whereupon dinner being ended, the said Thomas Walton finding the whole homage [ ]

house of the said William Cardinall (as he remembereth), did there deliver unto them the truth of all the said matter touching the said lease which Cole before had confessed, desiring them to bring it in as parcel of their verdict, and so they departed together [ ]

after, being between three & four of the clock in the afternoon (as this defendant verily thinketh), they came again unto the said Thomas Walton unto the mansion-house of the said William Cardinall, signifying that they were [ ],

and desired the said Thomas Walton to receive the same, and delivered a paper in writing containing their said verdict, which when the said Thomas Walton had perused, and finding no mention there made of the said supposed lease before [ ]

by the said Thomas Walton, the said Thomas refused to receive their verdict, desiring them to go together again & to be better advised of the same, and told them again that it was very true that the said Cole had confessed the same lease unto the said Thomas Walton in such [ ],

whereupon William Cardinall the younger mentioned in the said bill, and one Richard Brommell, as this defendant doth remember, then sitting by answered that they should not need to doubt of the truth of the said Cole's confession for that they did likewise hear the said Cole confess [ ]

said William Cardinall the younger offered that if they did doubt whether Cole confessed the same or no, he would be sworn unto them that he heard him confess the same, whereunto some of the homage answered that it should not [ ]

true, and answered further that open confession deserved open punishment, and some other of the homage further answered that although they did believe that it was true, that the said Cole had made such a confession unto [ ],

yet they thought it not to be against the custom of the said manor to make a lease for two or three years without the licence of the lord, whereupon the said Thomas Walton then desired them that if they did know that [ ]

leases for 2 or 3 years without licence, that then they should find their said custom, and that this lease in this manner made was not made contrary to their custom, or otherwise to make some verdict of this matter, telling them [ ]

in it, he, the said Thomas Walton, would be therewith contented for that the matter had been so openly dealt in it might not now be buried in silence, whereupon some of the homage desired some further time to enquire of the same which [ ]

and might take sufficient time all that day to enquire of the same, but longer time than that day he did not mind to give them for that the matter was not difficult, nor likely that they could have any better evidence, for that the same [ ]

a matter in secrecy between the said Cole and Cattringham not possible otherwise to be proved but by their own proper confession, which the said Cole (whom for that purpose it did most concern) had already confessed, and [ ]

thereof, and so they departed until after supper, between eight & nine of the clock in the evening (as, he this defendant, doth remember), they all came again unto the said defendant and signified unto him that they were now [ ]

receive the same, & therewith delivered again unto the said defendant a paper containing their said verdict which this defendant did likewise peruse, and finding nothing therein done concerning the said supposed lease, the said [ ]

they did much forget themselves and the oath that they had that day taken to enquire of all leases made contrary to the custom of the manor, and the duty that they did then owe as tenants of the said manor, whereunto the [ ]

did well hope that further time would be given them to enquire thereof, but this defendant, perceiving their doings to proceed rather of will and stomach than of any want of true information, refused to give them any further time, but [ ],

whereunto they all answered that they were then fully advised that they would give no other verdict than was contained in their said paper, wherein in truth was no mention made of anything at all to be done concerning the [ ]

them again if they were all of that opinion, who answered that they all said as their foreman had spoken, but because he, this defendant, was not satisfied with any such general refusal, this defendant did further examine [ ]

foreman, & continuing to the last man, whether they would make any verdict touching the said supposed lease confessed to be made by the said Cole, yea or no, whereunto they did answer one after another in wilful & contemptuous [ ]

that they would make no verdict at all touching that matter, whereupon this defendant made answer that he was right sorry to see their frowardness, grounded rather upon their own will than upon any reason, showing them further [ ]

to be punished than by seizing of their copyholds, for that in the opinion of this defendant it did amount unto a manifest forfeiture, and thereupon caused an entry to be made in the court book of the said manor of this their contempt [ ]

of their said copyhold tenements, notwithstanding which entry, this defendant persuaded them further to remember themselves better, & conform themselves to reason, persuading them that if they would yet do anything in that matter [ ]

accept it at their hands, and that then the said entry in the said court book should not be prejudicial unto them, notwithstanding which persuasion they continued their former contempt, refusing utterly to find anything of that [ ]

ended, and the next morning, upon better advisement, they did all, or the greatest number of them, resort unto the said defendant again, desiring him that he would not cause any seizure to be made of their copyholds, and that then they would give a verdict [ ]

before, whereunto the said defendant answered that it did not then lie in him to do the same for that the court was ended & the seizure already awarded, but this defendant offered them that if they would submit themselves [ ]

their error, he would then be a means that no advantage should be taken of the said forfeiture, which to do they then seemed utterly unwilling, whereupon the lord of the said manor caused their said tenements to be seized [ ],

advantage against them of this their contempt (as by the custom of the said manor & the common laws of this realm, & as he, this defendant, is verily persuaded he lawfully might), caused another court to be summoned presently after the feast of Pentecost then next following,

at which court all they of the said homage (to the remembrance of this defendant) were present, and then this defendant signified unto them that this court was summoned of purpose to make it known unto them that, whereas [ ]

counsel with the lord of the same manor, committed a manifest & wilful forfeiture of their copyholds at the last court, yet because the said defendant & the said William Cardinall, lord of the said manor, were very loath that so great advantage should be taken

against them as their offence in law did deserve, did then signify unto them that if they would submit themselves there, & show that the said offence proceeded of their ignorance & not of their wilfulness, they should have their lands again [ ]

of them, by name Christopher Hawsted & John Cooke, did then submit themselves, and showed that the offence which they committed was of ignorance & not of will, whereupon both the said Hawsted & Cooke were there admitted at the said court [ ]

paying, and some others of the said homage did then show themselves likewise very willing to have submitted themselves & to have confessed their offence but that they were vehemently laboured (as this defendant was informed) to the contrary by some of the chiefest of their fellows,

and by one Stephen Woodgate, another tenant of the said manor then standing by, to the intent to dissuade them from any such submission said openly amongst them (as this defendant was likewise informed) that he had rather [ ] his copyholds than make any such submission,

whereupon this defendant willed the said Woodgate to stay his tongue & be wise, lest he might happily run into like danger, but in truth his and other like persuasions so prevailed with the said tenants that the rest of the said homage did then utterly refuse to make any

such submission, standing upon their innocency that they had not offended, whereupon the said William Cardinall, lord of the said manor, seeing them so strongly to persist in their said error, said openly that if any man would crave to be admitted unto of any the said copyhold

tenements, he should have them for a very reasonable consideration, whereupon the said William Webb, standing by and seeing their frowardness, & perceiving that it would amount to a manifest forfeiture in law, offered that if he might be admitted to some part of their tenements he would

give reasonably for them, whereunto the said William Cardinall, lord of the said manor, saith that he willingly condescended, and in consideration of threescore pounds to be paid aforehand, & of threescore pounds more to be paid upon any trial to be made of the said title for the said

William Webb by course of the common laws of this realm, was then presently admitted unto divers parcels belonging unto the said Christopher Burrough, Robert Lincoln alias Skinner and Christopher Lewes, with this proviso, notwithstanding, that if the said William Cardinall should between that day & Michaelmas

following find any conformity in his said tenants to submit themselves, he, the said William Webb, should upon the repayment of the said threescore pounds take no advantage of the said admittance, and the said William Cardinall, lord of the said manor, saith further that he

was the more willing to admit the said Webb for that he did understand by the report of some of the said homage that the greatest number of them were willing and desirous according to their oaths, and [ ] to have made a verdict & found the said lease made

contrary to the custom of the said manor in manner & form as is before declared, but that they were vehemently dissuaded by the said Christopher Burrough and(?) their said foreman of the homage (whom this defendant verily

thinketh to be the said Robert Lincoln alias Skinner), & Christopher Lewes, because that they three have heretofore showed themselves against the said lord & his proceedings most contemptuous, insomuch that the said Christopher Burrough should say further unto his said fellows,

in dissuading them from finding the said lease, these speeches or the like in effect, that they, meaning his said fellows, might do what pleased them, but he for his part would never agree to the finding of the same lease, for (quoth he) the most that they can [ ]

(meaning the lord & the steward) unto us is but to set a fine of forty shillings apiece upon our heads, which (quoth the said Christopher Burrough) I had rather pay 40s than I will be accounted to be the author of any such precedent, notwithstanding which contemptuous

behaviour of the said Christopher Burrough, Robert Lincoln alias Skinner, Christopher Lewes & the rest of their fellows, the said William Cardinall saith that he never meant to take further advantage of the said forfeiture than in some reasonable sort to punish their

contempt and make them know their error, for he saith that he always hitherto hath been and yet is fully contented upon their submission knowledging their offence, and upon payment of such reasonable fine (as by others should not be thought unreasonable)

and recompense for his charges in law which they have since put him to, to admit them to their former estate, and likewise the said William Webb for himself saith that he always hath been and yet is very willing to surrender up his said interest therein to the

use of the said Christopher Burrough, Robert Lincoln alias Skinner, & Christopher Lewes if he might have his said threescore pounds again with some reasonable consideration for his said bargain, which said sum of threescore pounds the said William Cardinall hath

heretofore many times offered to pay so as they, the said Christopher Burrough, Robert Lincoln alias Skinner, & Christopher Lewes would have given the said William Webb

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some consideration for his said bargain, which they, the said Christopher Burrough, Robert Lincoln alias

Skinner, and Christopher Lewes have always hitherto refused to do, and therefore what hard dealing or what extremity hath been offered by the said defendants or any of them unto the said complainants (the premises considered) these defendants [ ]

refer themselves to the honourable consideration of this court, and further the said William Cardinall saith that the fines to be set upon the said copyholders upon every admittance now are and always time out of memory of man have been arbitrable at the

will of the lord of the said manor, and uncertain, without that there is any such custom to pay for a fine upon any their admittance but the value of one year's rent payable unto the lord of the said manor, as is in the said bill

most untruly surmised and contrary to the complainants' own knowledge, and without that the said William Cardinall the elder, Thomas Walton, or William Cardinall the younger have from court to court threatened the said complainants to seize their

copyhold messuages, lands and tenements except they would present upon their oaths whatsoever they would have them to find to fit their own purposes where no evidence was given them and where themselves had no

knowledge (as is also most slanderously and untruly surmised in the said bill), and without that there is any such custom within the said manor that every copyholder of the same manor may make any lease for two or three

years without licence (as is also untruly surmised), and without that the said complainants ever had any experience of the unindifferent dealing of the said Thomas Walton (as is likewise untruly surmised), and without that the said Thomas Walton did to his remembrance vary in his speeches made unto them concerning the said supposed lease, or that they did in respect of any such variance desire to have further respite to enquire of the same lease to the knowledge of these [ ]