

SUMMARY: The documents below are the pleadings in a lawsuit in Chancery between Robert Mabbe of Totteridge, Hertfordshire, and John Preston, both owners of the Tabard Inn mentioned in Chaucer's *Canterbury Tales*.

Robert Mabbe's brother, John Mabbe, mentioned in the documents below, purchased Oxford's manors of Gibcrack and Little Yeldham (see TNA C 66/1206, m. 30, TNA C 54/1118, Part 22, TNA CP 25/2/131/1683/23/4ELIZIMICH, Item 54, and TNA CP 2/25/132/1694/26ELIZITRIN, Item 26).

Robert Mabbe was the fourth son of John Mabbe (c.1515-1582), goldsmith, Chamberlain of London, and owner of the Tabard Inn in Southwark (i.e. the Tabard Inn of Chaucer's *Canterbury Tales*), by his wife, Isabel Colley, the daughter of Richard Colley of Shropshire. For the wills of John Mabbe (c.1515-1582), see TNA PROB 11/65/10 and TNA PROB 11/71/109. For the will of Isabel (nee Colley) Mabbe, see TNA PROB 11/92/424.

See also the pedigree of Mabbe in Howard, Joseph Jackson and George John Armytage, eds., *The Visitation of London in the Year 1568*, (London: Harleian Society, 1869), Vol. I, p. 39 at:

<https://archive.org/stream/visitationoflond00cook#page/38/mode/2up>.

According to the bill of complaint below, Robert Mabbe married a wife named Jane by whom he had several children.

For a failed attempt to serve a writ of outlawry on Robert Mabbe at Totteridge on 10 June 1599, see CP 70/91.

A description of a deed sold on e-bay indicates that John Mabbe purchased the Tabard on 10 April 1565 from Sir Thomas Kempe of Olantigh (d.1591):

<http://www.durtnall.org.uk/DEEDS/Kent%20605-700.htm>

An attractive Elizabethan vellum document being a feoffment relating to the sale of lands in Southwark, London, between Sir Thomas Kempe of Olantigh or Ollantigh in the parish of Wye, Kent, Knight, and John Mabbe of London. Dated 10th April in the 7th year of the reign of Elizabeth I [1565]. Substantial part of a red wax seal showing the Kempe family arms. Property: All that messuage, stables, cellar, gardens, etc, called le Tabbard in the parish of St Margarets in Southwark or St Salvatorio commonly known as St Saviours alias St Mary Overy, Southwark. In the tenure or occupation of William Butter of Southwark. Medium: Handwritten in Latin on vellum. Condition: Heavy creasing, patchy stains and several small holes. One large slit in vellum near seal tag repaired. All text is readable. Seal has about one third missing, but impression of arms is intact. Document size: 52 by 38 cm.

For the Tabard, see also Rendle, William and Philip Norman, *The Inns of Old Southwark and their Associations* (London: Longmans, 1888), pp. 185-7 at:

<https://archive.org/stream/cu31924032404950#page/n219/mode/2up>.

For the will of the defendant, John Preston, proved 18 December 1607, in which he bequeaths the Tabard Inn to his grandson, Philip Barnard, see TNA PROB 11/110/493. Philip Barnard was the son of the testator's daughter, Dorothy Preston, who married firstly a husband surnamed Tylney, by whom she had a son, Philip Tylney; secondly, John Barnard, by whom she had at least two children, Philip Barnard and John Barnard; and thirdly, Sir Thomas Williams.

The testator's grandson, Philip Barnard, was a lawyer of Furnival's Inn and Lincoln's Inn. See Baildon, W.P., ed., *The Records of the Honourable Society of Lincolns Inn: The Black Books*, (Lincoln's Inn, 1896), Vol. I, p. 128 at:

<http://babel.hathitrust.org/cgi/pt?id=mdp.35112104016904;view=1up;seq=144>.

In his will John Preston refers to William Kyng, mentioned in the documents below, as his nephew. For the will of William Kyng of Lincoln's Inn, proved 27 May 1609, in which he refers to his 'uncle Preston', his 'cousin Philip Barnard', and his house in St John's Street in the parish of St Sepulchre (the street in which John Preston had formerly resided, according to the documents below), see TNA PROB 11/113/473.

It appears from the Mabbe pedigree that Robert Mabbe's lawyer, John Dolman of the Middle Temple, was his brother-in-law.

For an article on the association of members of the King's Men with The Tabard, see Carlin, Martha, 'The Bard at the Tabard', *Times Literary Supplement*, 24 September 2014:

<http://www.the-tls.co.uk/tls/public/article1462934.ece>.

The documents below have been transcribed in line-by-line form for ease of reference.

LM: Hilarij(?) 27 Iunij 1599

To the Right Honourable Sir Thomas Egerton, knight, Lord Keeper of the Great Seal of
England

I In most humble wise complaining showeth unto your good Lordship your Lordship's humble & daily orator, Robert Mabbe of Totteridge in the county of Hertford, gentleman, that whereas John Mabbe, deceased, father of your said orator,

2 was in his lifetime lawfully seised in his demesne as of fee of & in one messuage & tenement with a garden thereunto belonging with th' appurtenances set, lying & being in the borough of Southwark in the county of Surrey

3 & commonly called & known by the name of the Talbott, and he so being seised of the said messuage, tenement & garden with th' appurtenances did by his last will & testament in writing devise & bequeath unto Isabel, his wife,

4 mother of your said orator, the said messuage, tenement & garden & all & singular other(?) the premises with th' appurtenances, to have & to hold to her, the said Isabel, for & during all her natural life, & after her decease he by his said last will & testament devised to your said orator

5 & his heirs forever the said messuage, tenement & garden & all & singular other the premises, and the said John Mabbe, your said orator's father, [so being?] seised of the said messuage, tenement & garden & all & singular other the premises with

6 th' appurtenances of such estate as is aforesaid, died thereof of such estate seised, by & after whose decease the said Isabel was seised of the said messuage, tenement & garden & all & singular other the premises in her demesne as of

7 freehold by & during all the term of her natural life, the remainder of all & singular the premises to your said orator & his heirs forever, And your said orator being seised of the remainder of the said messuage, tenement

8 & garden & all & singular other the premises with th' appurtenances in fee simple, your said orator, for the making of his wife a jointure, did about 14 years last past convey the said messuage & tenement & all & singular

9 other the premises with th' appurtenances to certain persons & their heirs to the use of your said orator for the term of his natural life, & after his decease to the use of Jane, then & now the wife of your said orator, for the term

10 of her natural life, and after her decease then to the use of the right heirs of your said orator, And your said orator afterward, to wit about eight years now last past [=1591], having occasion to use and

11 disburse the sum of £300 or thereabouts, requested one John Preston of St John's Street in the county of Middlesex, yeoman, to lend your said orator the said sum of £300 or some other sum near thereabouts, which

12 the said John Preston, after much communication had between your said orator & him, the said John Preston, about the same, answered he could not then furnish your said orator with so much ready money, but he said he

13 had at that time certain jewels & gold wares in his hands which would amount to so much money or near thereabouts, which jewels & parcels of wares the said John Preston said he would deliver, convey, sell & grant

14 unto your said orator at the price & value of £300 or thereabouts so that your said orator would put in good & sufficient security to the said John Preston to pay him £300 or such other sum as was agreed

15 between them for the same at a day certain then to come, After which conference had your said orator advising with himself of the said John Preston's offer, having then great & urgent occasion to use(?) the said

16 sum of £300 or thereabouts, did offer to the said John Preston for his security for the payment of the said sum a mortgage of his estate in reversion or remainder of the said messuage, tenement & garden aforesaid & other

17 the premises with th' appurtenances for the sure payment of the said sum of £300 or thereabouts unto the said John Preston at or about th' end of a year then next following, of which offer the said John Preston seemed then to

18 like well, & said that he would accept of the said mortgage for his security of & for the said jewels & wares to be sold to your said orator as is aforesaid, whereupon the said John Preston for the more speedy

19 dispatch of the said bargain, as he then persuaded your said orator, requested your said orator to come & lie at his house then being in St John's Street in the county of Middlesex, which your said orator at the request

20 of the said John Preston was content to do, And the said John Preston then caused an absolute bargain & sale of your orator's interest in & to the said messuage, tenement, garden & all & singular other the

21 premises aforesaid to be penned & engrossed by a deed poll, as your orator now remembereth, & tendered the same to your orator, then lying at the house of the said John Preston, to seal and deliver this

22 deed to the said John Preston, which said conveyance your said orator perusing, & perceiving that it was absolute & without condition, contrary to the true intent & meaning of your said orator & the communication had

23 between him & the said John Preston concerning the premises, your said orator then refused to seal & deliver the same, whereupon the said John Preston earnestly entreated & laboured your said orator notwithstanding

24 to seal & deliver the said deed poll, & the rather to persuade him he did then & there very faithfully promise unto your said orator that a certain defeasance instrument or conveyance should forthwith be made

25 between the said John Preston & your orator to this effect, that if your said orator, his heirs, executors, administrators or assigns should at a certain day then to come pay unto the said John Preston, his heirs, executors,

26 administrators or assigns the sum of £300 or thereabouts, as your orator now remembereth, at a certain place to be agreed between them, that then & at all times from thenceforth it should be lawful for your said orator, his heirs & assigns,

27 into all & singular the premises to re-enter, & the same to have again & enjoy as in his & their first & former estate, & that then & at all times from thenceforth the said bargain, sale & assurance made by your said orator

28 to the said John Preston should be utterly void & of no force or effect in the law, or to the like effect, Unto which promise of the said John Preston your said orator then giving faithful confidence & credit did seal

29 & deliver the said deed to the said John Preston, nothing doubting but that the said John Preston would with all convenient speed have made to your said orator such defeasance, grant & assurance as he had promised & to such

30 effect as is aforesaid, and that also presently upon the sealing & delivery of the said deed your said orator should have received the said jewels & gold wares of the said John Preston to make his commodity thereof to supply

31 his wants of money, which was the only cause that he did so mortgage or convey the premises to the said John Preston as is aforesaid, both which things presently after your said orator required the said John Preston to perform,

32 who then answered your said orator that he must first acknowledge the said deed before a Master of the Chancery, & then he should have such a defeasance or conveyance made for the avoiding of the

33 said assurance, & also should receive the said jewels & gold wares to his own use to make his best profit & commodity of the same, which promise your said orator firmly believing did at the request of the said John Preston

34 & upon his faithful promise made as is aforesaid do & perform all that the said John Preston required, And the said John, the rather to put your said orator out of all doubt that he had no evil meaning towards your

35 said orator, but that he meant honestly & faithfully to perform all his said promises made unto him, after your said orator had acknowledged the said deed before a Master of the Chancery, did deliver the said deed to

36 your orator's hands & custody, advising & willing your said orator to keep the same until both the said defeasance & conveyance before mentioned & the said parcels of jewels & gold wares should be delivered unto your

37 said orator by the said John Preston, And your said orator so having the possession of the said deed in his own hands, having occasion of business for a day or two to go from the house of the said John Preston into the

38 country, being verily persuaded that the said John Preston meant honestly & plainly, left the said deed with one Mrs Barnard, daughter of the said John Preston, being sealed up in a box with the seal of your said orator,

39 earnestly requesting her to lock it up in her chest until your orator should return, & that the said John Preston, her father, might not in any wise have the same, which she faithfully promised your said orator to do

40 & perform, And your said orator thus leaving the said deed with the said Mrs Barnard, the said John Preston, having knowledge thereof, came unto his said daughter & demanded of her the said box & writing left

41 with her by your said orator, which she refused to deliver, certifying him what a great charge your said orator had given her concerning the same, whereupon the said John Preston in a great rage used many hard & threatening

42 speeches to his said daughter, & forcibly took the said box & writing so sealed from her out of her chest, & presently with extraordinary speed in the night-time caused the said deed to be enrolled in her Majesty's Court of

43 Chancery, fearing lest your orator should presently return out of the country and prevent the same, And the next day or soon after the enrolment of the said deed your said orator returned out of the country to the house

44 of the said John Preston, & understanding what was done, being much amazed at the said wicked, indirect & dishonest dealing of the said John Preston, earnestly required him to make such a conditional

45 assurance for the avoiding of the said conveyance made to him by your said orator as he before had promised your said orator, and that also he would deliver unto your said orator the said jewels & gold wares that he

46 might make his commodity of them to supply his present want, both which things or any of them he then utterly refused to do or perform & still doth, to the utter disinheritance & undoing of your said orator besides

47 the great loss & damage which he hath sustained by reason that he could not have the said jewels & gold wares according to the faithful promise of the said John Preston, which if he had then received

48 according to the agreement made between your said orator & the said John Preston, your said orator might then have procured the said sum of £300 or thereabouts to have served & satisfied your said orator's turn

49 & necessity, the want whereof at that time hath since been the cause that your said poor orator is fallen into great misery, & hath been the utter overthrow of your said poor orator, And further your said

50 orator is by suretyship for others greatly hindered, & this only portion of land so being left unto your orator as aforesaid by his father's will was or would have been the only stay & relief of his distressed estate,

51 having a great charge of wife & children, & having now nothing to relieve (illegible) them by reason of the said unconscionable practices of the said John Preston, In tender consideration whereof, the premises considered,

52 & for that your said orator hath no remedy by the ordinary course of the common laws of this realm to recover the said messuage or tenement & (?) other the premises, and your orator hopeth that the said John Preston in his

53 answer upon his oath in discharge of his conscience will declare & confess the truth of all & singular the premises, may it therefore please your good Lordship, the premises considered, to grant unto your said orator

54 the Queen's Majesty's most gracious writ of subpoena to the said John Preston to be directed, thereby straitly charging & commanding him at a certain day & under a certain pain therein

55 to be limited personally to be & appear before your good Lordship in her Majesty's High Court of Chancery then & there to answer to the premises & to stand to perform & abide such order

56 concerning the same as to your good Lordship shall seem fit & convenient, and your said orator shall daily pray to Almighty God for the preservation of your good Lordship in health & honour long

57 to continue.

John Dolman

Iur{atus} 12 Iulij 1599 Mat: Carew

The answer of John Preston, defendant, to the bill of complaint of Robert Mabbe,
complainant

1 The said defendant by protestation, not acknowledging or confessing anything in the said bill of complaint contained material by this defendant to be answered unto to be true in such sort as therein is set forth and declared, saith that he verily thinketh the said bill to be exhibited against him into this honourable Court rather by the

2 only procurement and means of John Tirberveld, gentleman, who is at this present tenant in possession of and in the said premises in the bill of complaint specified, and at his charges, for that he cannot procure to himself of this defendant any longer lease or term in the said premises than he hath, which will shortly be expired and determined,

3 which to obtain the said John Tirberveld hath often attempted, offering to this defendant the quiet possession thereof so as he would with some increase of rent grant to the said John Tirberveld a lease thereof for a few years longer, which to do the said defendant hath denied for that he purposeth by God's help to

4 dwell in the said inn himself, And although this defendant verily thinketh that the said complainant standeth outlawed at divers men's suits, and so might take advantage thereof and so detract his answer, yet nevertheless the said defendant, knowing himself to be free from any such unconscionable

5 dealings as are untruly alleged against him, he, the said defendant, all advantages of exception to the uncertainty and insufficiency of the said bill of complaint to him, this defendant, both now and at all times hereafter saved, he, this defendant, for answer to the said slanderous bill of complaint

6 saith that the said complainant did not about the time in the said bill of complaint specified require to borrow the sum of three hundred pounds of this defendant, neither did this defendant offer the said complainant jewels for the same, as in the said bill is slanderously and untruly alleged,

7 for this defendant saith that he had no jewels of that value to offer, but he saith there were many dealings between the said complainant and this defendant long before the bargain and sale of the said premises made to the said defendant, and that at the time of the making of the said

8 bargain and sale the said complainant was diversly indebted unto this defendant in great sums of money, and that before that time, videlicet, about the seven and twentieth or eight and twentieth years [=1585/6] of her Majesty's reign (the certainty thereof this defendant doth not now remember), the said

9 complainant did at several times greatly importune this defendant to redeem divers parcels of gold wares and jewels (the which the said complainant had pawned to relieve his necessities withal), the which this defendant being loath to do for that he had no skill in jewels was at the length by

10 the importunacy of the said complainant moved thereunto, so as the said complainant would enter into bond to him, the said defendant, to repay him so much money again as he should disburse for them at certain days then agreed upon between the said complainant and this defendant, which the said

11 complainant did very well like of, and withal then told him, this defendant, that he should do him therein a singular great pleasure, and that he would not only repay him his money with great thanks but also would make him good satisfaction for the forbearance of his money, whereupon the said defendant

12 did at the entreaty of the said complainant at several times redeem so many gold wares and jewels and lend the said complainant so much money upon other jewels to relieve his wants withal as did in the whole amount to the sum of five hundred pounds or thereabouts, and the said complainant did

13 likewise enter into several bonds amounting in the whole to the sum of a thousand pounds to this defendant for the payment of his said money, but the said complainant did not pay to this defendant or any other to his use the said sum of five hundred pounds nor any part thereof at the days

14 in the said bonds appointed nor at any time sithence, so as the said gold wares and jewels and the bonds of a thousand pounds made for the redemption of the said gold wares and jewels were forfeited to the said defendant, And within a short time after or near thereabouts the said complainant did

15 became non-solvent, whereat this defendant being much perplexed for that the said complainant being otherwise greatly indebted to this defendant, besides divers great bonds that this defendant had entered into as surety for the said complainant and John Mabbe, his brother, to strangers not well

16 known at that time to this defendant, this defendant did rather advise with himself to nourish and cherish the said complainant in what he could than any ways to deal cruelly with him, and thereupon either went himself or sent to the said complainant to give him full assurance that he,

17 this defendant, would neither molest nor trouble him, the said complainant, nor his sureties, which this defendant did most honestly perform, the which the said complainant taking in very good part, he, the said complainant, repaired to this defendant and gave him great thanks for his kindness and

18 offered to remain with this defendant and to lie at his house without any demand thereof made by this defendant, to which this defendant willingly agreed, hoping thereby to have the speedier satisfaction of his said debts, in which time and whilst the said complainant did lodge at this defendant's house, the said

19 complainant did make known to this defendant that John Mabbe, father of the said complainant, was in his lifetime lawfully seised in his demesne as in fee of & in one messuage or inn with th' appurtenances set, lying and being in the borough of Southwark in the county of Surrey commonly called the Tabard, and of one(?)

20 garden thereunto belonging, and of one messuage with th' appurtenances called the Abbot's Lodge nigh joining to the backside of the said inn called the Tabard, and one garden to the said messuage called the Abbot's Lodging belonging, with all and singular their appurtenances, and of the reversion and reversions thereof, and that

21 he so being of all and singular the said premises seised did by his last will and testament in writing among other things devise and bequeath unto Isabel, then his wife, and mother of him, the said complainant, all and singular the said premises with th' appurtenances, to have and to hold to her, the said Isabel, for

22 and during her natural life, and after her decease to him, the said complainant, and his heirs forever, and the said complainant did further declare to this defendant that his said father's will was that if any of his sons after his decease were minded to sell or alienate the lands or tenements so to him devised or any of them,

23 that he should first offer the sale thereof to John Mabbe, the eldest son, and so in order to all the rest of his brethren, and should sell the same to such of his said brethren as would give most therefore, so as any of them would give as much for the same as any other would give *bona fide* without fraud or covin,

24 after which circumstance of speeches thus used by the said complainant to this defendant, he, the said complainant, did make offer to sell the said inn and other the premises before mentioned to this defendant, and did earnestly entreat this defendant to accept of the same, and to let him, the said complainant,

25 have the said jewels, saying to the said defendant that the said jewels would stand him, the said complainant, in great stead, and that he could make of the said jewels very near a thousand pounds, whereby he might profit himself very much, And this defendant being very willing to pleasure

26 the said complainant, and taking good liking of his offer, did enter into further speech with the said complainant that if this defendant should assent to deal therewith how he, this defendant, might be assured how the said will of the said John Mabbe, the father, was a true will and how he might be(?)

27 discharged of all encumbrances, and after such or the like communication had about the matter at several times, and for that the said complainant was not able to pay to this defendant the said sum of five hundred pounds that this defendant had disbursed for the redemption of the said jewels [and lent?] the

28 said defendant as aforesaid, as also for that the said complainant was very desirous to have the said jewels, affirming to this defendant that he could make very near a thousand pounds by the same as aforesaid, it was agreed between the said complainant and this defendant that he, the said complainant,

29 should by good assurance and conveyance in the law bargain, sell and assure to the said defendant and his heirs forever the said messuage or inn and all and singular other the premises before recited with all and every their appurtenances discharged of all encumbrances whatsoever, and [enter into a bond of a?]

30 thousand pounds for the performance of the covenants of the said indenture of bargain and sale if upon offer made to John Mabbe, the eldest son, and to the rest of his brethren, they and every of them should refuse and deny to buy the same, and in respect thereof this [defendant did?]

31 deliver to the said complainant the said jewels and bonds of a thousand pounds into which the said complainant had entered and which were in law forfeited to this defendant for the non-payment of the said sum of five hundred pounds to this defendant which this defendant [had disbursed for?]

32 the redemption of the said jewels and lent the said complainant as aforesaid, After which agreement so had & made between the said complainant and this defendant, he, this defendant, did by all means he could inquire after the will of the said John Mabbe, the father, for [at that time this?]

33 defendant did make great doubt whether the said will were a true will or not, and to that end and purpose this defendant did talk with John Mabbe, Richard Mabbe and Stephen Mabbe, three of the brothers of the said complainant, and made them acquainted how the said complainant and this

34 defendant were at a price for the said inn and the Abbot's Lodging and other the premises above mentioned, and that he, this defendant, would buy the same if the said will of the said John Mabbe, their father, were a true will and were his last will and testament, and not [afterwards altered, &?]

35 they, the said John, Richard and Stephen Mabbe, brothers of the said complainant, at that time affirmed [+it?] to be a true will and to be the last will and testament of the said John Mabbe, their father, and promised this defendant that they would be sworn thereunto at any time that this defendant [did?]

36 or would request them, and afterwards the said defendant caused the said complainant to offer the sale of the said inn and other the said premises to the said John Mabbe, the eldest brother, and so in order to all the rest of his said brethren according to the will of the said John Mabbe, their [good?] father, [and this defendant?]

37 himself did demand of some of them whether they would buy the same, the which they and every of them having absolutely refused as not being able to disburse so great a sum as this defendant was to pay for the same, and withal being contented that this defendant should [have the bargain?]

38 before any other, and moreover this defendant having the faithful promise of the said complainant that he would in what in him should lie procure composition in this defendant's behalf of the said Isabel Mabbe, his said mother, for her interest during her life of and in the said premises, he, this defendant,

39 did with the good liking of the said complainant cause an indenture of bargain and sale of the said inn and other the premises aforementioned with th' appurtenances to be made, which afterwards was by the said complainant with full consent of his said brethren sealed and delivered as his deed to this defendant [and?]

40 acknowledged before one of the Masters of this honourable Court accordingly, and for performance of the covenants of the said indenture the said complainant was by his obligation bound to this defendant in a thousand pounds according to the agreement made between him and this defendant as

41 aforesaid, after which assurance so had and passed and delivered to this defendant, he, this defendant, did deliver to the said complainant the said gold wares and jewels and the said bonds of a thousand pounds or thereabouts made for the payment of the said five hundred pounds for redemption of the said jewels and

42 money lent upon other jewels as aforesaid, shortly after the receipt of which said gold wares and jewels and bonds and about five months after the sealing and delivery of the said deed of bargain and sale, and a day or two before the enrolling thereof, the said complainant did (as in honesty he

43 ought) make and seal and as his deed deliver to this defendant a general release and acquittance of all matters and demands from the beginning of the world until the day of the date of the said release, as by the said release which this defendant hath ready to be showed to this honourable Court may appear, the which the

44 said complainant had small reason to have done if he, this defendant, had not delivered the said jewels to the said complainant, by which it may appear how far the said complainant doth abuse this honourable Court and wrong this defendant by alleging that this defendant did detain [any jewels?]

45 from him contrary to his agreement, whereas this defendant both delivered them and honestly performed all things(?) on his part to be performed, And afterwards the said defendant did cause the said bargain and sale of the said inn and other the premises to be enrolled in this honourable Court as lawful it was [for him?]

46 to do, And this defendant having thus disbursed the said sum of five hundred pounds and lost his interest money thereof for divers years together, he, this defendant, about two years after, by the especial means of the said complainant, did compound with the said Isabel Mabbe, mother of the said complainant,

47 for her interest of and in the said inn and other the said premises during her life, and did pay to her for the same the sum of one hundred and fifty pounds or thereabouts, in consideration whereof the said Isabel Mabbe, with the privity of the said complainant, by her deed indented bearing date the five and twentieth day of

48 February in the two and thirtieth year [=25 February 1590] of her Majesty's said reign at th' appointment of the said defendant did assign and set over to Philip Tylney, esquire, Philip Barnard and John Barnard, sons of Dorothy Barnard, daughter of the said defendant, and William Kynde, gentleman, and to their heirs, executors,

49 administrators and assigns the said messuage or inn and all and singular other the premises before rehearsed with th' appurtenances and every part and parcel thereof, and all the estate, right, title, interest, use, property, claim and demand of her, the said Isabel Mabbe, of and in the said messuage, tenements and garden

50 together with all utensils, household stuff and furniture of household stuff as are mentioned and contained in one schedule annexed to one indenture of lease bearing date the tenth day of April in the sixteenth year [=10 April 1574] of her Majesty's said reign made by the said John Mabbe, father of the said complainant

51 and husband of the said Isabel, unto one Richard Dodson, citizen and cloth-worker of London, to have and to hold the said messuage or inn and all other the said premises with th' appurtenances and all the said estate, right, title, interest, use, property, claim and demand of the said Isabel Mabbe

52 of, in and to the same to the said Philip Tylney, Philip Barnard, John Barnard and William Kynde, their heirs, executors and assigns during the life of the said Isabel Mabbe, and to have and to hold the said utensils, household stuff and furniture of household stuff to the said Philip Tylney,

53 Philip Barnard, John Barnard and William Kyng, their executors, administrators and assigns forever, whereupon the said defendant by the consent and good liking of the said complainant had the quiet possession of all the said premises by receiving the rents thereof, and hath ever sithence [hitherto?]

54 without any contradiction, challenge or demand of the said complainant or any other received the yearly rent of the said premises accordingly, And the reason why the said defendant did cause the said interest of the said Isabel Mabbie during her life of and in the said premises to be [passed?] to the

55 persons above-named and not to himself was because he greatly doubted that if he had suffered the said interest to have been conveyed to himself, that then the said lands and tenements with the premises would have been presently charged with some recognizances or statutes which he feared the said complainant

56 had formerly entered into, as indeed he had, as well to one Thomas Gould as also to one (blank) Gall, so as it may plainly appear to this honourable Court that the said defendant hath paid dearly for the said messuage or inn and other the said premises, having paid the sum of five hundred pounds

57 to the said complainant and a hundred and fifty pounds or thereabouts to the complainant's mother, and forborne his money a long time as aforesaid without receiving any benefit thereby, whereas the said complainant himself told this defendant that he could never make above four

58 hundred and fifty pounds for the same, having offered the same to divers persons long before any proffer thereof made to this defendant, notwithstanding all which there is as yet a recognizance of five hundred pounds or five hundred marks unsatisfied which the said complainant hath formerly entered into and which the

59 said complainant made this defendant believe was acknowledged in London, which indeed was acknowledged in the Chancery, Without that that the said defendant did offer to sell to the said Robert Mabbie any jewels and gold wares for the sum of three hundred pounds or thereabouts upon security, [or that?]

60 the said Robert Mabbie did offer to the said defendant a mortgage of his estate in reversion or remainder of the said premises in the bill of complaint mentioned for the same payment of three hundred pounds or thereabouts to the said defendant at or about the end of a year then [next following, or?]

61 that the said defendant seemed to like well of the said offer, and said that he would accept of the said mortgage for his security of and for the said jewels and wares to be sold to the said complainant, or that there was any intent or meaning between the said complainant and this defendant

62 that the said premises should be mortgaged to this defendant for the security of any jewels or gold wares or any other manner of thing as in the said bill of complaint is most untruly and slanderously suggested and surmised, And without that that the said defendant did faithfully

63 promise unto the said complainant that a certain defeasance instrument and conveyance should forthwith be made between the said defendant and the said complainant to this effect, that if the said complainant, his heirs, executors, administrators or assigns should [at a?]

64 certain day then to come pay unto the said defendant, his heirs, executors, administrators and assigns the sum of three hundred pounds or thereabouts at a certain place to be agreed between them, that then and at all times from thenceforth it should be lawful for the said complainant,

65 his executors and assigns into all and singular the premises [to re-enter?], and the same [+to?] have again [as in?] his & their former estate, and that then and all times from thenceforth the said bargain, sale and assurance made by the said complainant to the said defendant

66 should be utterly void and of no force or effect in the law, or to the like effect or to any other effect whatsoever, [or to any such?] purpose, intent or meaning as in the said bill of complaint is most falsely surmised, for this defendant saith [there was?]

67 never any such meaning in this defendant nor any such speech between him and the said complainant, And without that that the said [defendant, after the said complainant had acknowledged the?] said deed of bargain and sale before one of the Masters of the Chancery, [did deliver?]

68 the same into the said complainant's hands and custody, advising and willing the said complainant to keep the same until both the said defeasance [and conveyance and jewels and gold?] wares should be delivered unto the said complainant by

69 the said defendant, as in the said bill of complaint is very untruly alleged, for this defendant saith that after the acknowledging thereof they still remained in this defendant's hands as in all right they ought to do, neither did the said complainant [when he went into the country, leave the said deed with Mrs] Barnard, daughter of the said defendant, [sealed?]

70 in a box with the seal of the said complainant, neither did this defendant come unto his said daughter and demand of her the said box and writings so left with her by the said complainant which she refused to deliver, certifying him what a great charge [the said complainant?]

71 had given her concerning the same, neither did the said defendant in a great rage use any hard and threatening speeches to his said daughter, and forcibly take the said box and writings so sealed from her out of her chest and [presently with extraordinary?]

72 speed in the night-time caused the said deed to be enrolled in her Majesty's Court of Chancery, fearing lest the said complainant should presently return out of the country and prevent the same, as in the said [complainant's bill is also most?]

73 untruly set forth and surmised, And without that that any other matter or thing contained in the said bill of complaint material or effectual to be answered unto and herein not sufficiently answered, confessed and avoided

74 or denied is true to the knowledge of this defendant, all which matters this defendant is ready to aver and prove as this honourable Court shall award, and prayeth to be dismissed out of the same with his reasonable costs and charges

75 in this behalf wrongfully sustained.

The replication of Robert Mabbe, complainant, to the answer of John Preston, defendant

1 The said complainant for replication saith that he doth & will aver, maintain & prove his said bill of complaint & all & every the matters & things therein contained & avouched(?)

2 to be just, true & sufficient in the law to be answered unto, & that the answer of the said defendant is in the most material parts thereof very uncertain, untrue & insufficient in the

3 law to be replied unto, the advantages of exception whereunto to this complainant now & at all times hereafter saved, the said complainant saith that the said defendant

4 did offer to sell to this complainant certain jewels & gold wares at the price of £300 or thereabouts in such manner & form as in the said bill very truly is set forth

5 & declared, and that(?) the said defendant was contented to accept of a mortgage of the messuage and other the premises in the bill mentioned for his security in such manner & form as in the said

6 bill is truly declared, and the said complainant further saith that he never meant to convey the said messuage or inn & other the premises to the said defendant

7 absolutely without any condition of redemption, & therefore when he perceived the said deed of bargain & sale which was procured to be penned & engrossed by the defendant to be

8 contrary to his meaning, he refused to seal & deliver the same until the said defendant had faithfully promised the complainant that a plain defeasance should be

9 made in such manner & form as in the said bill is truly declared, and the said complainant further saith that after the acknowledging of the said deed in the bill

10 mentioned, the same was delivered to the complainant to such intent & purpose as in the said bill is truly declared, & that the complainant delivered and left the same with

11 Mrs Barnard in the bill mentioned in such manner & form as in the said bill is truly declared, and that the defendant got the same out of the hands(?) of the said Mrs Barnard

12 by such unlawful means as in the said bill is truly declared, & caused the same to be enrolled for such cause & in such manner & form as in the said bill is truly

13 declared, And the said complainant further saith that the said defendant never delivered the said jewels & gold wares to the complainant according to his faithful promise,

14 but hath hitherto always denied to deliver the same, & so by his cunning dealing he hath gotten conveyances of the said messuage & other the premises in the bill

15 mentioned without any consideration, to the plaintiff's utter undoing, Without that the complainant's bill was exhibited by the procurement & means of John Turberveld, gentleman, & at

16 his charge for any such purpose or cause as in the said answer very untruly is alleged, And without that the said defendant at the importunity of the complainant & by

17 his entreaty did redeem so many gold wares & jewels & lend the complainant so much money upon other jewels as did amount in the whole to the sum of £500,

18 as in the said answer very untruly it is alleged, but the said defendant, being very cunning in dealing & knowing the necessity of the plaintiff(?), caused & procured the plaintiff(?)

19 to enter into bands of great sums for the payment of certain sums of money, the certainty whereof this complainant doth not now remember, & the defendant also retained

20 in his hands for his better security all the said jewels & gold wares in the answer mentioned insomuch as the plaintiff could not have any part thereof for his relief

21 & maintenance according to the defendant's faithful promise made to this complainant, And without that it was agreed between the plaintiff [+&?] the defendant that the complainant

22 should bargain, sell or assure the premises in the bill & answer mentioned to the defendant absolutely in such manner & form as in in the said answer very

23 untruly it is alleged, And without that the said defendant after the premises were assured unto him did deliver to the complainant the said jewels & gold

24 wares or the said bands of £1000 or thereabouts made for the payment of the said £500 for redemption of the said jewels & money lent, as in the said answer also

25 very untruly it is alleged, for the said complainant saith that he never had any consideration for the conveying of the premises to the said defendant, but was by him deceived

26 in such manner & form as in the said bill is truly declared, And as touching the release in the answer mentioned, the said complainant saith that he was in a

27 manner enforced to make the same to the said defendant, considering what assurance he before had made to the defendant without any consideration and for that the defendant denied

28 to deliver to the complainant the jewels & gold wares in the bill mentioned or to seal & deliver unto him such defeasance as he before had promised except he would also

29 seal & deliver him such a release, upon th' ensealing & delivery whereof he faithfully promised that the said jewels & gold wares should be delivered

30 to the complainant, & that the said defeasance should be likewise made & delivered to the complainant in such manner & form as in the said bill is alleged, but the said defendant,

31 very cunningly having gotten & obtained the said release, keepeth the same as a bar to the plaintiff & a shadow to cloak his cruel dishonest dealing, and

32 refuseth both to deliver the said jewels & gold wares & also to make any defeasance according to the true agreement had & made between him and

33 the plaintiff, contrary to all equity & good conscience, And without that the said defendant hath paid dearly for the said messuage or inn & other the premises

34 as in the said answer very untruly it is alleged, for this complainant saith that the defendant hath very cunningly & fraudulently gotten assurance of the

35 complainant's interest in & to the said premises without any consideration at all, And without that any other matter or thing in the said answer alleged

36 material by this complainant to be replied unto & before in this replication not sufficiently confessed & avoided, denied or traversed or not otherwise

37 sufficiently replied unto is true in such manner & form as in the said answer it is declared, all which matters the said complainant is ready to

38 aver & prove as this honourable Court shall award, & prayeth as in his said bill he hath prayed.

Dolman

The rejoinder of John Preston, defendant, to the replication of Robert Mabbe,
complainant

1 The said defendant rejoineeth and saith in all and every thing and things as he in his said answer hath said, and doth and will aver, justify, maintain and prove the same answer and all

2 and every thing and things, clause, sentence, article and allegation therein contained to be good, just and true, certain and sufficient in the law to be replied unto in such sort, manner and form as the same

3 been(?) therein most truly set forth and declared, And this defendant further saith that the said replication of the said complainant is very uncertain, untrue and insufficient in the law to be rejoined

4 unto by this defendant for divers apparent faults and imperfections therein contained, and that the same is so contrived and made by the said complainant, as this defendant verily believeth, by the only

5 means and instigation and at the only costs and charges of the said John Tirberveld, who is this defendant's tenant in possession of the said premises, and of one John Mabbe, gentleman, son of the said complainant's

6 brother, and this defendant hath great reason so to believe for that the said John Tirberveld, as this defendant is informed, hath caused and procured the said complainant to become bounden by obligation in

7 great penalty to him, the said John Tirberveld, for the prosecuting and proceeding in the suit against this defendant and with such condition whereof this defendant is utterly ignorant, which the said

8 John Tirberveld hath caused the said complainant to do upon some spleen and secret malice conceived against him, this defendant, to th' end he may detain and keep from this defendant the lawful and quiet

9 possession of the said premises for that he cannot obtain of this defendant a lease in reversion of the same, which to obtain the said John Tirberveld hath by himself and his friends been an importunate suitor

10 to this defendant, and which this defendant would have granted to the said Tirberveld but that this defendant intendeth by the grace of God to dwell in it himself, and hath about two years sithence compounded with a

11 carpenter to erect a new building upon the said premises, and did then pay to the said carpenter twenty pounds and is to pay to the said carpenter at several payments shortly coming the sum of a

12 hundred twenty and four pounds more, of all which lewd and indirect courses and actions therein used this defendant hopeth this honourable Court will have due consideration for the punishment thereof, And

13 whereas the said complainant in his replication hath set forth that he, the said complainant, was enforced to make to the said defendant the release in the said defendant's answer mentioned by reason

14 that(?) the said complainant had made to the said defendant great assurance without any consideration, this defendant thereunto saith that he shall be able to make good proof to this honourable Court that

15 [the said release?] was made upon good consideration and very willingly without any compulsion by the said complainant to this defendant, and that two years after the first release in the answer

16 and replication mentioned had or thereabouts, the said complainant then acknowledged that this defendant had dealt most honestly and Christianlike with him, the said complainant, and to manifest this defendant's

17 honest dealing to the said complainant, he, the said complainant, did about that time most willingly and of his own accord make and seal and as his act and deed deliver to this defendant another general

18 release of all actions and demands from the beginning of the world until the day of the date of the said second release, so as it is most plain that this defendant did not deal

19 cunningly with the said complainant, as in the said complainant's replication is most untruly set forth and declared, Without that that any other matter, thing or things, clause, sentence,

20 article or allegation in the said replication contained material or effectual in the law to be rejoined unto by this defendant and not here by this defendant in this his rejoinder

21 sufficiently rejoined unto, confessed and avoided, traversed or denied, is true, all which matters this defendant is ready to aver and prove as this honourable Court shall award, and therefore prayeth

22 as before in his said answer he hath prayed.