SUMMARY: The documents below are Oxford's bill of complaint filed 1 July 1595 in Chancery and the answer of Thomas Coe, to whom 20 years earlier Oxford had leased Belchamp parsonage for 15 years at a yearly rent of £20.

There had been a still earlier lease of the parsonage from the 16th Earl to Thomas Coe. The feodary John Glascock's survey (see ERO D/DU/65/72) of all the properties of the 16th Earl after the latter's death in 1562 contains this entry:

Thomas Coe holdeth to farm the parsonage of Belchamp with all the tithes, tenths and appurtenances to the same belonging, paying therefore yearly	£16 3s

In his bill of complaint Oxford alleges that not only did Thomas Coe fail to pay the rent for the final five years of the lease which Oxford had granted to him circa 1575, but also that Coe, by bribing one of Oxford's officers, had obtained Oxford's own copy of the lease and other relevant documents, and by virtue of these documents had conveyed the rectory itself to his two sons, Roger Coe and Edward Coe. Oxford alleges that despite this chicanery the position of Thomas, Roger and Edward Coe is inconsistent in that they now sometimes claim outright ownership of the parsonage while at other times they claim to have another valid lease of the parsonage which is to commence after the expiry of Oxford's original lease to Thomas Coe, but for which they are nevertheless paying no rent to Oxford.

In his answer Thomas Coe alleges that the original lease was made 18 years earlier for a term of 21 years, and thus has more than 2 years left to run, and that the original yearly rent was £16 3s 4d. Thomas Coe further alleges that in 1589 Oxford made a second lease to him for 21 years at the same rent, to commence after the expiry of the first lease, and that he has since conveyed both leases to his children. Coe denies having Oxford's copy of either of the said leases, and claims that he has not paid the rent to Oxford but rather to the Queen because the parsonage was extended by the Queen for payment of Oxford's debt to the Court of Wards. The outcome of the case is not known.

The case is but one of many illustrating the chaos introduced into Oxford's financial affairs by the Queen's requirement that all Oxford's properties be put up as security in 1571 for his debt to the Court of Wards.

For a later case by Francis Trentham (d.1626) and Ralph Sneyd (d.1620) on behalf of Oxford and his wife second wife, Elizabeth Trentham (d.1612), against Edward Coe for rent owing for the rectory of Walter Belchamp see TNA REQ 2/276, Item 62. It is clear from the bill of complaint below that the rectory of Walter Belchamp was a different property from Belchamp parsonage since Oxford states in the bill below that he is currently seised of Belchamp parsonage in his demesne as of fee, whereas in both TNA REQ 2/276, Item 62 and in Oxford's inquisition post mortem (see TNA C 142/286/165) it is stated that Oxford and his second wife, Elizabeth (nee Trentham), had sold the rectory of Walter Belchamp to Elizabeth's brother, Francis Trentham (d.1626) and

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maternal uncle, Ralph Sneyd (d.1620), by indenture dated 12 March 1592 (see also TNA C 66/1383, m. 10.

Primo die Iulij 1595 [=1 July 1595]

To the right honourable Sir John Puckering, knight, Lord Keeper of the Great Seal of England.

Complaining showeth unto your Lordship Edward, Earl of Oxenford, Lord Great Chamberlain of England, that whereas the said Earl a long time hath been seised and at this present is seised in his demesne as of fee of and in one rectory, advowson, or parsonage impropriate called Belchamp parsonage situate & being within the county of Essex, and so being seised about some twenty years sithence [=1575] did by his indenture & under his hand & seal grant, demise, set, & to farm let the said rectory or parsonage unto one Thomas Coe for and during the term & space of fifteen years or thereabouts, yielding & paying therefore yearly during the said term unto the said Earl, his heirs or assigns, the sum of 20 pounds of current English money as by the said indenture if [ ] thereunto be had most plainly will appear, by virtue whereof the said Thomas Coe was thereof possessed & th' issues, profits, & commodities thereunto belonging hath and yet doth from year to year receive & take, albeit at this present (as the said Earl supposeth) the years contained in the said lease be expired & ended;

But so it is, if it may please your Lordship, that for four or five years before th' expiration of the said term or thereabouts the said Coe nor any in his behalf hath paid any rent unto the said Earl or to any his officers to his use & behoof, not only from time to time as the same rent groweth due being demanded according to the reservation in the said lease the said Coe denying & utterly refusing the same to pay, but also the said Coe, by sinister or indirect means corrupting with bribes some officer appertaining to the said Earl, have gotten into his hands & possession the counterpane of the said lease and some other ancient writings, evidences, & charters concerning the inheritance of the premises, and thereupon by like indirect means hath contrived, conveyed, and made unto Roger Coe & Edward Coe, his sons, divers and sundry estates of the premises, by & under colour whereof the said Thomas, Roger, & Edward sometimes challenge & claim to themselves the inheritance of the premises and at some other times they claim a term in reversion of the said first lease to commence after th' expiration thereof, and so by these or such unlawful means the said Thomas, Roger, & Edward or their assigns receive and take the profits & commodities of the said parsonage without yielding or paying unto the said Earl or his assigns either any rent reserved upon the first lease or any rent upon the second lease if there were any such lease as they pretend to have, in consideration whereof, the premises considered, may it please your Lordship, forasmuch as the said Earl is altogether remediless by the strict course of the common laws of this land to recover his rent yearly due unto him & the arrearage thereof because the said Earl hath not the counterpane of the said lease, not knowing the certain date thereof nor whether they be in chest locked or unlocked or in box sealed or unsealed, to grant unto the said Earl her

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Majesty's most gracious writ of subpoena to be directed unto the said Thomas Coe, Roger Coe, & Edward Coe commanding them thereby under a certain pain therein limited at a certain day & place personally to appear before your Lordship in her Highness' Court of Chancery then & there to answer the premises & further to abide such order & direction touching the said cause as to your Lordship upon further hearing of the cause shall be thought convenient & meet etc.

15 Iulie 1595 [=15 July 1595]

The answer of Thomas Coe to the bill of complaint of Edward de Vere, Earl of Oxenford etc., complainant.

The said defendant saith that true it is that the said Earl about eighteen years last past [=1577] demised the said rectory in the said bill of complaint mentioned to Thomas Coe, this defendant, but the said demise was made to continue during the term of twenty & one years whereof two years & more yet enduring (as this defendant remembereth), for certainty whereof this defendant referreth himself to the indenture of lease thereof, and after the said Earl did by another indenture about six years now past demise the said rectory to this defendant for 21 years to begin from the end of the said former [+lease], upon both which there was £16 3s 4d rent yearly reserved during the said terms, both which estates & interests are sithence conveyed to some one or more of this defendant's children for his or their maintenance, and this defendant saith that he hath not the counterpart of any of the said leases which were sealed to the said Earl, neither at any time had the same, but thinketh they are remaining with the said Earl, and as to the said rent supposed to be behind & unpaid, this defendant saith that to his knowledge there is not any rent behind to the said complainant for the premises, for this defendant saith that the said parsonage for & during so long time as the rent hath not been paid, so the said parsonage hath been & yet standeth seized into her Majesty's hands for debt due unto her Majesty by the said Earl or for want of licence of alienation, for the certainty whereof, as also of the time how long the same hath been seized, this defendant referreth himself to her Majesty's records thereof in the Exchequer, by reason of which seizures this defendant hath been compelled to pay the said rent by all that time to the Queen's Majesty's use, so that there is nothing behind or due of the said rent to the said plaintiff as he thinketh;

Without that that this defendant by any sinister means hath procured the officers of the said Earl to be corrupted for the embezzling away of such evidences, charters, or writings as do any ways concern the prejudice of the said Earl in the interest of the premises or for any other deeds or writings belonging to the said Earl, or that the defendant did or doth challenge or claim any freehold of inheritance in the said premises or any part thereof, or that the said defendant have at any time wrongfully entered into the said messuage & other the premises or into any part thereof, or the profits thereof do wrongfully detain & keep from the said complainant, or the rents, issues, or profits thereof have wrongfully detained, received, & taken to their own use as in the same bill is surmised, all which

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matters the said defendant is ready to aver as this honourable court shall award, and prayeth to be dismissed with his reasonable costs & charges in that behalf sustained.

Endorsed: Terminum Trinitate Apropro Hubberd

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