

SUMMARY: The bill of complaint in Oxford's lawsuit in Chancery against Roger and Richard Harlakenden for either reconveyance to him of Colne Priory, or recompense for the undervaluation of the sale price by reason of fraud and breach of trust by the Harlakendens, does not survive, nor do the answers of the Harlakendens. However Oxford's replication survives, and is reprinted below. From it we can deduce the nature of Oxford's claims.

Oxford begins by stating that the inducement offered to him by Roger Harlakenden for the sale of Colne Priory was the promise that if Oxford so wished, Roger Harlakenden would convey Colne Priory back to Oxford again at any time for the price which Roger Harlakenden had paid for it. It is thus clear that the primary remedy Oxford had requested in his bill of complaint was that the Harlakendens convey Colne Priory back to him in accordance with Roger Harlakenden's promise.

Oxford continues by denying the defences which had been raised by the Harlakendens in their answers to Oxford's bill of complaint, and the nature of the specific defences offered by the Harlakendens can be inferred from Oxford's denials (see also ERO D/DPr/424).

Firstly, Oxford denies Roger Harlakenden's claim that he was appointed as Oxford's surveyor and receiver without suit by Harlakenden himself for the positions.

Secondly, Oxford denies Harlakenden's claim that he acted in Oxford's interest to further the sale of Colne Priory. Oxford states that Harlakenden not only did not offer Colne Priory to the tenants and other prospective purchasers as Oxford had instructed him to do, but that, on the contrary, he deliberately misinformed the tenants and prospective purchasers as to its value and the state of the title so that he could purchase it himself at half its real value. Moreover Oxford states that Harlakenden inserted a clause into the agreement by which more property was conveyed than Oxford had intended to sell.

Thirdly, Oxford denies the Harlakendens' claim that William Stubbing had paid Oxford £100 for a lease of the parsonage of Wickham in Cambridge prior to purchasing it. He also denies the Harlakendens' claim that they had paid Oxford £900 for Colne Priory.

Fourthly, Oxford denies that £200 was assessed for Colne Priory under the scheme for repayment of Oxford's debt to the Court of Wards, and affirms that in any case the greatest part of the assessment has already been paid, and that it has been paid by the tenants of Colne Priory, not by the Harlakendens.

Fifthly, Oxford denies the Harlakendens' claim that there were long leases on Colne Priory which would have reduced the sale value of the property.

Sixthly, Oxford denies the Harlakendens' cover story for their dealings with Oxford's servant Edmund Felton, and states that the Harlakendens bribed Felton with a large sum of money to confirm their undervaluation of Colne Priory.

Seventhly, Oxford denies the Harlakendens' claim that the sum for which they purchased Colne Priory amounted to forty years' purchase, that is the value of existing rents for a forty year period, and affirms that it amounted to only twenty years' purchase.

It is clear from all of the above that Oxford had indeed been defrauded by the Harlakendens, who took advantage of the Queen's extents against Oxford's properties and the unease which they generated among prospective purchasers to convince Oxford that Colne Priory was worth far less than its true value. Moreover the Harlakendens did in fact fraudulently insert general words of conveyance into the agreement by which more property was conveyed than Oxford had intended to sell, as the court found at trial (see TNA C 78/104/17).

It would appear from the signature at the end of the replication that Oxford was represented by an eminent lawyer, Sergeant Harris.

Kederminster(?)

The replication of Edward, Earl of Oxford, complainant, to the joint and several answers of Roger Harlakenden, esquire, & Richard Harlakenden, gentleman, defendants

The said Earl replieth and saith that his said bill of complaint exhibited into this honourable court is very certain & sufficient in the law to be answered unto, and doth aver & maintain all & every matter & thing in his said bill mentioned to be good & true in such manner & form as the same are in his said bill of complaint truly set forth & declared, and saith further that the said several answers of the said defendants & either of them are very untrue, uncertain, & insufficient in the law to be replied unto, the incertainty & insufficiency whereof to the said Earl at all times hereafter saved, he further replieth & saith that he, the same defendant Roger Harlakenden, before the time of the bargain & sale of the said manor, priory, & other the lands & tenements in the said bill of complaint mentioned to be bargained by the said Earl to the same defendant, because he would take away all suspicion of fraud & deceit on his part to be mistrusted by the said Earl in passing the said bargain, and thereby the rather persuade the said Earl to conclude the said bargain with him, did then promise the said Earl that if he would pass unto him, the said defendant, the said manor, priory, & other the premises which the said Earl intended to sell at the said rate of twenty years' purchase that he, the said defendant, would at any time, at the pleasure of the said Earl, reassure the said manor, priory, & other the premises back again to the said Earl for the same sum of money that he, the same defendant, should pay to the said Earl for the said manor, priory, and other the premises so intended by the said Earl to be sold, upon which protestation the said Earl did the rather give credit to the said defendant, and was thereby the rather drawn to pass unto the said defendant the said manor, priory, and other the lands & premises in form aforesaid intended to be sold by the said Earl without any further examination of the value thereof, and thereupon passed the assurance of the said manor & priory & other the

lands & tenements in the said indenture mentioned in manner & form as is before in the said bill of complaint very truly set forth and declared;

Without that that the said offices in the said bill and answer mentioned were offered unto the said defendant, Roger Harlakenden, by some from the said Earl without any suit or request made by the same defendant;

And without that that the said defendant had conference with divers persons, occupiers of the premises or of any part thereof, or with any others touching the true meaning of the said Earl for the said sale of the said lands, or did make the true purpose of the said Earl touching the said sale to be known unto the same occupiers, or that the same defendant endeavoured himself to advance the price of the premises to the best of his skill for the benefit & profit of the said Earl, or that the same defendant, upon any objection made by the said tenants & occupiers of the premises, answered them that the reversion & remainder of the premises should be presently purchased and obtained from the Queen's Majesty, or that the same defendant gave any other satisfaction to the said tenants & occupiers upon the said objections, or gave any advertisement to the said Earl of any such objections or doubts as in the said first answer is very untruly alleged, for the same defendant, contrariwise & contrary to the especial trust & confidence reposed in him by the said Earl, did not only not further the sale of the premises intended to be sold by the said Earl, nor inform such persons as were willing to buy the premises of the true value and clear title thereof, but also by all deceitful and fraudulent means practised to hinder the sale of the premises to others to the intent thereby to draw the bargain thereof to himself at an undervalue, and also to the intent thereby covertly, and by colour of some general words to be inserted in the indenture of bargain and sale of the premises, to contrive & convey unto himself an estate in other lands which never were intended or meant by the said Earl to be bargained to the said defendant Roger Harlakenden;

And without that that the said Stubbing in the said answers named did about one year before he purchased the said parsonage of Wickham in the county of Cambridge of the said Earl pay unto the said Earl for one lease thereof at the yearly rent of six pounds, one hundred pounds, or that the said Earl was paid, to himself and others, for the premises sold by the said Earl to the said defendant Harlakenden the sum of nine hundred pounds or thereabouts as in the said answer is very untruly alleged;

And without that that there is issuing out of the premises intended to be sold by the said Earl, or wherewith the same premises are charged, the yearly sum of twenty & nine pounds by any such rate or proportion as in the said former answer is untruly alleged, and whereas it is alleged in the said answer that the said lands mentioned in the said answer were chargeable with the sum of two hundred pounds or thereabouts according to the proportion in the said answer mentioned, the said Earl saith that the said lands are not chargeable with that proportion, and though they were, yet is the same no answer to the said Earl for that the same or the greatest part thereof hath been levied upon the tenants & farmers of divers of the same premises and not paid by the said defendants;

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And without that that the said premises were in lease for such long terms of years as in the said answer is very untruly alleged;

And without that that the said defendant Roger Harlakenden did offer to buy of the said Earl all the lands, tenements, & hereditaments mentioned in the said indenture of bargain and sale, or that he upon such pretence as in the said second answer is alleged, or upon any other purpose but only to defraud & deceive the said Earl, did use the means of the said Felton in the said second answer mentioned, or gave unto him, the said Felton, any such small sum of money only as in the said second answer is very untruly surmised;

And without that that the sum paid by the said defendant Roger Harlakenden to the said Earl for the purchase of the premises amounted to the value of forty years' purchase, or that it may so appear by the counterparts of leases formerly made by the said Earl, or that all the parcels mentioned in the conveyance to the said Richard Harlakenden, the other defendant, were intended or meant to be sold to the said defendant Roger Harlakenden, or that the said defendant, Roger Harlakenden, can be ignorant that the said general words in the said conveyance do contain more lands and tenements than were truly meant to be bargained & sold by the said Earl to the same defendant as in the said second answer is very untruly alleged;

And without that that any other matter or thing in the said several answers or either of them mentioned material or effectual to be replied unto, and in this replication not sufficiently replied unto, confessed and avoided, traversed or denied, is true, all which matter and things the said Earl is ready to aver and prove as this honourable Court shall award, and prayeth as before in his said bill he hath prayed.

Harris