

SUMMARY: In the petition below filed in Chancery in November 1590, Sir Roger Townshend (c.1544-1590), Sir John Danvers (1540-1594), Christopher Yelverton, Miles Sandes and other purchasers of Oxford's lands complain that the defendants, Sir William Waldegrave (d.1613) and Thomas, Lord Darcy of Chiche, intend to assign to third parties two statutes of £6000 apiece made by Oxford on 6 July 1571 (see TNA PRO 30/34/14, Item 3) in return for the joint guarantees amounting to £5000 given by Waldegrave and the late John (d.1581), Lord Darcy of Chiche, for Oxford's debt to the Court of Wards. The petition points out that Oxford defaulted on the payments due on his debt to the Court of Wards, resulting in extents being issued against Oxford's former lands by the Queen, which caused financial hardship to those who had purchased the lands from Oxford in the 1570s and 1580s. The petition further points out that in consequence of the extents, the purchasers had entered into an agreement in 1586 to repay Oxford's debt to the Court of Wards themselves, and that under that agreement most of the debt had now been repaid. The gist of the petition is that if Waldegrave and Darcy now assign their two statutes for £6000 apiece to third parties, it will not only impede the completion of the repayment scheme, but will cause a domino effect whereby many other recognizances made by Oxford to purchasers of his lands in the 1570s and 1580s will become forfeit. The petitioners therefore request the Court to prevent Waldegrave and Darcy from assigning these two statutes of £6000 apiece.

Waldegrave replies in his answer that he and Thomas, Lord Darcy, have the right to assign the two statutes for £6000 apiece since Oxford long since defaulted on the payments due on his debt to the Court of Wards, causing the joint guarantees given by Waldegrave and the late Sir John Darcy to be forfeited to the Court of Wards. He points out further that the articles of defeasance of the two statutes for £6000 required Oxford to ensure that Waldegrave and Darcy's joint guarantees in the amount of £5000 to the Court of Wards would be discharged within 6 years after 15 August 1572, and that this condition has not been fulfilled. Moreover, as a result of the forfeiture of the joint guarantees, Waldegrave says that he has already suffered considerable financial loss because extents were issued by the Queen under which he was arrested by William Clopton, sheriff of Suffolk, and, as he takes it, his lands and goods seized towards payment of Oxford's debt to the Court of Wards. Moreover because of the public nature of the extents the value of his lands has diminished, he cannot arrange suitable marriages for his children, and the security of past sales by him of his lands to others is endangered. Waldegrave also makes important points about the repayment scheme in his answer, saying firstly that it is of no assistance in discharging him of the forfeited joint guarantees in the amount of £5000 to the Court of Wards, and secondly that he has heard that the decree has itself become void by reason of the default of payment by some of the purchasers, a circumstance which accords with other documents describing fraud by Thomas Skinner and others in connection with the repayment scheme. Thirdly, Waldegrave says that even if the decree authorizing the repayment scheme has not already become void by reason of the default of some of the purchasers, it is revocable at the will and pleasure of the Court of Wards, and the Court of Wards would then still have recourse to his joint guarantees to arrest him and seize his lands and goods as it has already once done. Moreover Waldegrave says that to his knowledge, despite the petitioners' claim that most of Oxford's debt to the Court of

Wards has already been paid, all the obligations made to the Queen for the security of the debt remain in the Court of Wards in full force and effect. Waldegrave ends by stressing that the statute for £6000 made to him by Oxford on 6 July 1571 is his only legal means of obtaining redress against all these injuries, both actual and potential.

The petition and answer provide considerable factual information about Oxford's debt to the Court of Wards. According to Townshend, the Court of Wards assessed Oxford £2000 for his wardship and marriage, £1257 18s 1/2d farthing for livery, and £48 19s 9d for mean rates, a total of £3306 17s 9-1/2d farthing. The £2000 fine for Oxford's wardship and marriage is anomalous. Wardships were customarily sold by the Queen to third parties during the minority of the ward, but never to the ward himself. Moreover Oxford was fined £2000 for his wardship after he had come of age, when the wardship had already expired.

vj Novembris 1590

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

In most humble wise complaining, showeth unto your good Honour your humble and daily orators, Sir Roger Townshend and Sir John Danvers, knights, Christopher Yelverton, sergeant at law, and Miles Sandes, esquire, as well in the names of themselves as also of divers others, purchasers of divers manors, lands, and tenements from the right honourable Edward de Vere, now Earl of Oxenford, that whereas there was a debt of three thousand three hundred six pounds seventeen shillings and ninepence halfpenny farthing due to her Majesty by the said Earl of Oxenford upon several obligations taken and yet remaining in her Highness' Court of Wards and Liveries for and concerning the wardship and livery of the said Earl and for mean rates of his lands within age, that is to say, two thousand pounds for the fine of his wardship and marriage, one thousand two hundred fifty-seven pounds eighteen shillings halfpenny farthing for the fine of his livery, and eight-and-forty pounds nineteen shillings and ninepence for mean rates of his lands, as by the said several obligations remaining in the said Court of Wards at large appeareth, in which said several obligations the right honourable John, Lord Darcy, late of Chiche in the county of Essex, now deceased, and Sir William Waldegrave, knight, became jointly and severally bound with the said Earl unto her Majesty as sureties for the payment of the said debt and duties of the said Earl, by reason whereof, and for the saving harmless of the said Lord Darcy and Sir William Waldegrave, the said Earl became bound unto the said Lord Darcy and Sir William Waldegrave in two several statutes of six thousand pounds apiece to save them, their lands and goods harmless against her Majesty, or to the like effect, as by the defeasances thereof may appear;

Sithence which time the said Earl hath not paid any of the said debts due to her Majesty, whereby the said several obligations so made and entered into by the said Earl, Lord Darcy, and Sir William Waldegrave to her Majesty as aforesaid became forfeited, sithence

which time the said Lord Darcy died, who made his last will and testament in writing, and by the same appointed Thomas, now Lord Darcy, his son and heir, to be his executor of his said will, by reason whereof the said now Lord Darcy took upon him the execution of the said will and the administration of all the goods and chattels of his said father, by means whereof the said statute so made and acknowledged to his father as aforesaid is lawfully accrued and come to the hands and possession of the now Lord Darcy;

Sithence which time divers persons that did purchase lands of the said Earl of Oxenford were much encumbered and molested by process of extents out of her Majesty's said Court of Wards by reason that their lands were liable to the said obligations made to her Highness, whereupon they, the said purchasers that so were encumbered as aforesaid, made humble suit as well to have an instalment of the said Earl's debt, as also that all and singular other persons who have taken by lease or purchased any of the said Earl's lands since the said obligations made to her Highness by the said Earl might be called into the said Court of Wards to make contribution towards the payment of the said debt and duties due to her Highness, and to have an equal rate and proportion to be imposed and set upon every of them for the payment thereof, which suit seemed so reasonable to the Master and Council of the said Court of Wards, the said purchasers offering to satisfy the said debt and duties at their own charge, which they (but in respect of their own quiet) needed not to have done for that they in respect thereof had divers statutes and recognizances of the said Earl of great penalties for their indemnity and saving harmless, that it was ordered and decreed in the nine-and-twentieth year of her Majesty's reign [=1586/87] that the said debt of three thousand three hundred six pounds seventeen shillings ninepence halfpenny farthing should be stalled to be paid to her Majesty by the purchasers, farmers, and tenants of the said Earl's lands at certain days in the said decree limited and appointed, as by the same decree more at large appeareth, by reason of which said decree, and according to the said instalment, the greatest part of the said sum due to her Majesty as aforesaid hath been by your said orators and other the said purchasers, farmers, and tenants according to the true meaning of the said decree satisfied and paid, and there remaineth good and sufficient provision for the residue hereafter to be paid to her Majesty according to the said decree, whereby the said Lord Darcy and Sir William Waldegrave, nor either of them, can thereby any ways be damnified;

But now so it is, right honourable, that the said Lord Darcy and Sir William, or one of them, have been importuned, contrary to the express covenants, statutes, and recognizances made to your said orators and others the purchasers, to the end to encumber their possessions contrary to the said conveyances, to assign and set over all their said statutes to such person and persons as by them should be named, intending thereby to take advantage against them, your said orators, and all other the said purchasers of the said Earl, whereby your said orator and all other the said purchasers of the said Earl shall not only be molested and encumbered, contrary to all equity, but also a great number of other statutes and recognizances knowledged by the said Earl to the said purchasers are thereby likely to grow forfeited, to the great molestation and trouble of a great number of people, purchasers and farmers of the lands sold and leased by the said Earl and the said purchasers;

In consideration whereof, and forasmuch as, if the said Lord Darcy and Sir William Waldegrave should set over their said statutes in such manner as aforesaid, it would not only redound much to the trouble, loss, and hindrance of your said orators, but also to the utter impoverishment and undoing of some other the poor purchasers and farmers of the said Earl's lands, and stir up multiplicity of suits and troubles to the hindrance and undoing of many, which is very likely to happen if some speedy remedy be not herein by your good Lordship provided, may it therefore please your good Lordship to grant unto your said orators your Honour's letters to be directed to the said Lord Darcy, and her Highness' most gracious writ of subpoena to be directed to the said Sir William Waldegrave, to call them before your good Lordship at a certain day in the same to be limited, personally to appear and bring in their said statutes into her Highness' High Court of Chancery, and to take such order with them in this cause as that they may not assign over their said statutes or take any advantage by them any further than they shall be damnified thereby as to your honourable Lordship shall seem best to agree with equity and good conscience. And your said orators and others the said purchasers and farmers shall, according to their bounden duty, pray for your Honour's prosperous estate.

25 November 1590

The answer of Sir William Waldegrave, knight, one of the defendants to the bill of complaint of Sir Roger Townshend and Sir John Danvers, knights, and others, complainants.

The said defendant, saving unto himself at all times hereafter all advantages of exception to the uncertainty and insufficiency of the said bill, for answer unto so much of the same bill of complaint as toucheth and concerneth him, this defendant saith that true it is, as this defendant taketh it, that the said right honourable Edward de Vere, now Earl of Oxenford, in the said bill of complaint mentioned, for and concerning his wardship, marriage, and livery, and for the mean rates of his lands when he was to sue his livery at his full age, was indebted unto our Sovereign Lady Elizabeth, the Queen's Majesty that now is, in the sum of three thousand three hundred six pounds seventeen shillings ninepence halfpenny farthing or thereabouts in such manner as in the said bill of complaint is alleged, for payment and security of which said debt and duties so then due to her Majesty by the said Earl the said right honourable John, Lord Darcy of Chiche in the county of Essex, now deceased, and this now defendant became jointly and severally bound with the said Earl and as sureties for the said Earl in divers penal recognizances or bonds unto her Majesty for the true payment of the said debt and duties of the said Earl, which bonds and recognizances did amount in the whole, as this defendant taketh it, to the sum of five thousand pounds or thereabouts;

Whereupon the said Earl, for this defendant's indemnity and discharge, knowledged a statute of the sum of six thousands pounds unto this defendant, and thereupon indentures of defeasance of the same statute were made by & between the said Earl & this defendant, the one part of which indenture of defeasance made by this defendant did & still doth

remain with the said Earl, as this defendant thinketh, & the other part thereof made by the said Earl remaineth with this defendant, which indentures of defeasance were to this or like effect following, as this defendant taketh it, viz., that if the said Earl, his heirs, executors, or administrators, before then or after that should satisfy, content, & pay or cause to be satisfied, contented, & paid to our said Sovereign Lady the Queen, her heirs & successors, & to her & their officers having authority to receive the same, all & singular sum & sums of money mentioned in the condition or conditions of the said recognizance or recognizances, or in any other bond or bonds remaining in the Court aforesaid wherein the said Sir William Waldegrave with the said Earl is or doth stand bound to our said Sovereign Lady the Queen at such days & times as in & by the same recognizance or recognizances or other bond or bonds aforesaid or the condition or conditions of them or any of them are limited & appointed, or else in default thereof if the said Earl, his heirs, executors, or administrators should otherwise so satisfy the said Court & the Queen's Majesty, her heirs & successors, & all her & their officers & ministers of & for the premises from time to time, so that at no time the said Sir William Waldegrave, his heirs, executors, or administrators or his or their lands, tenements, or hereditaments or goods or chattels should be vexed, molested, troubled, extended, seized, or taken in execution for or by reason of default in making payment of any sum or sums of money or any part thereof mentioned in any the recognizance or recognizances, bond or bonds aforesaid or in the condition or conditions of any of them, and moreover, if the said Earl, his heirs, executors, or administrators should, before the end of six years next following from the day of the date of the same defeasance, procure & cause all & singular bonds & recognizances whatsoever remaining or made or knowledged in the said Court of Wards & Liveries wherein the said Sir William Waldegrave did stand bound with the said Earl to be duly & lawfully cancelled, or else a plain & sufficient vacat thereupon to be lawfully made & entered, & at all times from time to time in the meanwhile should sufficiently save & keep harmless the said Sir William Waldegrave, his heirs, executors, & administrators against all persons of & from all & singular the said bonds & recognizances whatsoever, that then the said statute or writing obligatory of six thousand pounds by the said Earl so knowledged and made to the said defendant should be utterly void & frustrate, but otherwise the said Earl, for him, his heirs & executors, did will & grant by the same indenture of defeasance that the same writing obligatory should remain & stand in all his strength & effect, the same indenture or anything in the same contained or specified to the contrary thereof in any wise notwithstanding, as by the said statute & the said indenture of defeasance thereupon made, whereunto the said defendant for the certainty thereof doth refer himself more at large, it doth & may plainly appear;

Which said statute of six thousand pounds & indentures of defeasance last above mentioned & recited are the same statute & defeasance in the said bill of complaint specified to be made to this defendant, as this defendant taketh it, & were made by the said Earl unto this defendant for the discharge, security, & saving harmless of this defendant, his heirs & assigns, & his & their lands, hereditaments, goods, & chattels, of & from all & every the several penal recognizances or bonds aforesaid made unto her Majesty as is aforesaid for the debt & duties of the said Earl, since which time the said Earl hath, as this defendant taketh it, broken or not performed all or the most part of the matters contained in the said indenture of defeasance, as well by not satisfying & paying

unto her Majesty or unto her officers the several sums of money mentioned in the condition or conditions of the said recognizance or recognizances, or other bond or bonds, at the days & times therein limited & appointed, nor at any time since, & in not satisfying the said Court & the Queen's Majesty & her officers of & for the same from time to time according to the true meaning of the said defeasance, as also for that the said Earl did not before the end of six years next after the day of the date of the same defeasance, viz., within six years from the fifteenth day of August in the fourteenth year [=15 August 1572] of the Queen's Majesty's reign that now is, nor at any time since, procure & cause all & singular the said bonds or recognizances aforesaid wherein this defendant was bound with the said Earl in the said Court of Wards to be duly & lawfully cancelled, or else a plain or sufficient vacat thereupon to be lawfully made according to the true meaning of the said defeasance, by means whereof the said several penal recognizances or bonds made unto her Majesty as aforesaid were & yet are forfeited unto her Highness;

Whereupon for non-payment thereof by the said Earl, & by his default in not taking other order with her Majesty or with her officers for the same, as in right & according to his own agreement by the said defeasance he ought to have done, process for & in her Majesty's name were made & directed out of the said Court of Wards upon the said recognizances or bonds aforesaid or upon some of them made by the said Earl & this defendant to her Majesty as aforesaid unto the sheriff of the county of Suffolk against this defendant, whereupon one William Clopton, esquire, then sheriff of the said county of Suffolk, by force & virtue of the said process did attach the body of this defendant, & did, as this defendant taketh it, extend his lands & seized divers of his goods for & towards the satisfying & paying of the debt aforesaid due unto her Majesty by the said Earl as aforesaid, to the great disquiet, hindrance, & discredit of this defendant, being at no time afore or since arrested for any of his, this defendant's, own debts, and to the slandering of the lands of this defendant to be liable & subject & to be commonly bruited, reported, & known abroad of all men to be liable & subject to the forfeiture of such great & so many recognizances or bonds unto her Majesty;

Whereby he, this defendant, ever since hath been & yet is very much hindered and damnified many & divers ways, as thereby, as this defendant taketh it, his lands are & hath been in account of purchasers of less value than otherwise they would have been by much, & further thinketh that some persons hath been discouraged to buy any his lands for the same cause, which otherwise would willingly have bought & have given great prices for the same;

And also thinketh it hath & still doth hinder the advancement or marriage of the children of this defendant, for that no jointure or other estate of any of the defendant's lands can be made by this defendant to any person or persons for the advancement & preferment in marriage of any of this defendant's children which shall not be subject & liable to the said several recognizances or bonds aforesaid made unto her Majesty as aforesaid, so that it doth either utterly discourage such as willingly would match with the children of this defendant, or otherwise they require very strict, great, & hard covenants of the said defendant for the saving harmless the said lands against the said several recognizances or bonds made unto her Majesty as aforesaid, together with recognizances or bonds of great

sums for the performance of the same covenants which otherwise they would not require, as this defendant thinketh;

And further this defendant, by means aforesaid, is in great danger to forfeit many & great recognizances & bonds which he, this defendant, hath entered into to divers & sundry persons upon sales or exchanges of divers the lands & tenements of this defendant, by breach of covenant if the same lands so by him sold or exchanged either had been or yet should be extended & delivered unto her Majesty for her Highness' debt aforesaid upon the said recognizances or bonds aforesaid, or upon any of them, as in extremity of law they might have been & yet may be, as this defendant taketh it, which extremity, if it should be extended against this defendant, the same should be to the utter impoverishing of this defendant & his whole family, besides divers other hurts & damages which might happen unto this defendant, his heirs, or assigns thereby, more than he, this defendant, can presently foresee, against which extremity this defendant hath only the said statute of six thousand pounds to recompense the loss which this defendant hath already sustained, & to defend such inconvenience as may hereafter happen to this defendant by reason of the said bonds or recognizances, or of some of them;

And further for or concerning the decree alleged to be made in the nine-and-twentieth year [=1586/87] of her Majesty's reign in the said Court of Wards at the suit of certain the purchasers of the said Earl's lands who were encumbered & molested by process of extent out of her Majesty's said Court by reason that their lands were liable & subject to the said obligations made to her Majesty for the said Earl's debts, by which decree the whole debt, as by the said bill supposed, was stalled to be paid at days, & every purchaser, farmer, or tenant of the said Earl's lands to be contributory to the payment thereof, & that the greatest part thereof is paid according to the true meaning of the said decree, & that there remaineth good & sufficient provision for the residue hereafter to be paid unto her Majesty according to the said decree, the which the complainants say they needed not to have done but in respect of their own quiet for that they have divers statutes & recognizances of the said Earl of great penalties for their indemnity & saving harmless, so that this defendant cannot any ways be damnified, for answer thereunto this defendant saith that he, this defendant, doth not certainly know what sum or sums of money hath been paid unto her Majesty for or towards the payment of the debt aforesaid by the said complainants in this bill & others the purchasers of the Earl's lands, and further that the said decree in the said bill mentioned, if there by any such, is no way any benefit or discharge of this defendant's lands, goods, or chattels from the several obligations against her Majesty, as this defendant taketh it;

And also saith that the decree mentioned in the said bill was, as this defendant hath been credibly informed, conditional that if the instalment were not performed & kept according to the true meaning thereof, then the said decree should be void, & that he, this defendant, hath also heard that payment hath not been made by the said purchasers according to the said decree, so as the same decree is made void by their own default, neither have they in their said bill showed what provision it is that is made for the payment of the residue of her Majesty's said debt yet unpaid;

And further saith that if the said decree were not conditional, yet he hath heard say that, since the making thereof, it hath divers times by the Court of Wards been called in question to be revoked & disannulled, & whether it be revoked by the said Court, yea or no, this defendant certainly knoweth not, but if it be not revoked, yet he is informed it is revocable at the will & pleasure of the Master and Council of her Majesty's said Court of Wards and Liveries at any time hereafter, and that her Majesty is not any way bound by the said decree, and therefore if the payment have not or be not made unto her Highness according to the same decree, that she at her will and pleasure may resort unto the obligations or recognizances made by this defendant with the said Earl, and cause new process to be made out of the said Court of Wards against this defendant upon the same several obligations and recognizances aforesaid, whereby the said defendant may have his body attached, his lands extended, and his goods seized and put in execution for the same, as heretofore they have been, and which this defendant the rather feareth for that he hath heard say that some such process have been spoken of to be made out against this defendant by the said Court long time since the decree aforesaid supposed to be made;

And also he saith that he hath heard say that all or most part of the said obligations made unto her Majesty as aforesaid for the debt of the said Earl remain still in the said Court of Wards, and are in full force and strength uncanceled or any other way made frustrate or void by some vacat or any other sufficient discharge, the which, if it be true, this defendant thinketh he may doubt whether any great sums have been paid by the said purchasers to her Majesty for the said defendant or no;

Whereby this defendant both hath been and still remaineth in great danger of utter undoing by reason of the said several obligations made unto her Majesty as aforesaid for the debt of the said Earl, so that it is most manifest and apparent that he, this defendant, hath been and still is greatly damaged, injured, discredited, and hindered both in his reputation, lands, and goods by means of the several recognizances or bonds which he, this defendant, did enter into unto her Majesty with the said Earl for the debt of the said Earl, as is aforesaid, and for the several causes and matters by him, this defendant, hereinbefore alleged whereby the said statute made and knowledged by the said Earl to this defendant for his indemnity and saving harmless is forfeited unto the said defendant, and therefore this defendant hath great and just cause as well in respect of the said damage, loss, and hindrances which this defendant hath, as is aforesaid, already sustained and hereafter may sustain, to detain and keep the said Earl's statutes to him knowledged for his indemnity, security, saving harmless, discharge, recompense and satisfaction, as well of and for the bonds or recognizances aforesaid, as also of and from her Majesty's said debts of three thousand three hundred six pounds seventeen shillings and ninepence halfpenny farthing, and of and from every part and parcel thereof, and of and from all other costs, charges, losses, and damages whatsoever which this defendant either hath been at or sustained or that he, this defendant, his heirs, executors, administrators, or assigns, or any of them, may by any ways or means for or by reason thereof at any time or times hereafter be at or be drawn unto, and as cause shall require to sue and put in execution the said statute, and the benefit thereof to convert to the use of this defendant his heirs, executors, administrators, and assigns, as by law and conscience he, this defendant, his executors or administrators, may do;



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For all which causes and for divers other great and urgent causes which this defendant can show unto this honourable court, this defendant hopeth and most humbly prayeth that he, this defendant, may have free liberty as well to retain the said statute of six thousand pounds in his own hands, as also to take and use such benefit thereupon as by the law he may justly take, without that that this defendant hath any intent or meaning to have any of the said purchasers molested or encumbered by his statute contrary to equity, or to the end to cause any statute or recognizance knowledged by the said Earl to any the said purchasers to be forfeited only or of purpose to make trouble or molestation to any the purchasers or to stir up multiplicity of suits and troubles to the hindrance or undoing of any the purchasers, as in the said bill is surmised, and without that that any other matter or thing mentioned or contained in the said bill of complaint material or effectual to be answered unto, and not herein sufficiently answered, confessed and avoided, traversed or denied, is true. All which matters the said 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 in this behalf sustained.