

SUMMARY: The documents below are the bill of complaint brought in the High Court of Chancery in 1567 by Margery (nee Golding) de Vere (d.1568), Countess of Oxford, and her second husband, Charles Tyrrell (d.1570), and the answer and rejoinder of the Countess' step-brother, Henry Golding (d.1576) and John Turner and Robert Christmas, all former servants of the Countess' first husband, John de Vere (1516-1562), 16<sup>th</sup> Earl of Oxford, concerning a lease of Castle Campes which the Countess avers was appointed by the 16<sup>th</sup> Earl on his death-bed (the 16<sup>th</sup> Earl died on 3 August 1562) for the maintenance of Mary de Vere (d.1624), the only daughter of the 16<sup>th</sup> Earl and the Countess, and which the defendants claim was for £550 which they had lent the Earl when he entertained the Queen at Castle Hedingham from 14-19 August in 1561. The involvement of John Beaste, Richard Springham and Richard Carrell in the lease, the fact that the defendants fail to mention any bonds signed by the Earl acknowledging the alleged debt, the defendants' claim that the 16<sup>th</sup> Earl would not have increased the Countess' jointure had it not been for their persuasion, and the defendants' claim that they had paid £550 of the Earl's debts since his death of their own goods and chattels all raise suspicions concerning the veracity of the defendant's statements. The outcome of the lawsuit is not known. The Countess died on 2 December 1568.

The bill of complaint is faded on the right side, making some of the text difficult to decipher. Conjectured text is indicated within square brackets in the transcript below.

To the right honourable Sir Nicholas Bacon, knight, Lord Keeper of the Great Seal of England

Humbly showeth and complaineth unto your good Lordship your daily orators Charles Tyrrell, esquire, and [the Lady Margery], Countess of Oxenford, late the wife of the right honourable John de Vere, Earl of Oxenford, deceased, that [where the said Earl of Oxenford], deceased, being seised of and in the Castle of Campes with two parks thereunto adjoining in the county of Cambridge and also of [the manor] of Campes with th' appurtenances in the said county, did in his lifetime by his sufficient deed make a lease for divers and many years yet to come and unexpired of the said Castle and parks together with the said manor to Henry Golding, Robert Christmas, esquires, and John Turner, gentleman, or unto certain other persons whose names for lack of the deed of demise and lease your said suppliants do not certainly know, reserving upon the same the yearly rent of £20 or thereabouts, being yearly worth over and above the said sum of £20 one hundred pounds by the year or more, and delivered the said lease unto the said Henry Golding, Robert Christmas and John Turner, being then servants unto the said Earl, upon [trust and] confidence to keep and hold the said lease to such use & behoof only as the said Earl at any time from thenceforth should limit [and appoint];

And after, the said Earl, being upon his death-bed, made his last will and testament wherein he did give divers and sundry legacies and [appointed] certain lands and goods to and for the payment of all his debts, and for the full performance of his said will in every

point, in which will the said Earl had forgotten to give or appoint any yearly rent or sum of money or other commodities or profits towards the education and bringing up of the Lady Mary, being the youngest and dearly beloved daughter of the said Earl, being then of tender years, whereupon after the publication of the said will the said Dame Margery, Countess of Oxenford, one of your Lordship's orators, moved the said Earl for the said Lady Mary, and thereupon the said Robert Christmas, being principal deviser and maker of the said will, & standing then(?) by the said Earl, said unto the said Earl that whereas he had made a lease of the said Castle and other the premises, and left it in the hands of the said Henry Golding, Robert Christmas and John Turner upon trust and confidence unto the uses and intents aforesaid, that if it might like the said Earl, he might give and appoint unto the said Countess, being natural mother unto the said Lady Mary, the said lease towards the maintenance and education of the said Lady Mary, upon which motion the said Earl accordingly in the presence of divers of his servants did limit and appoint unto the said Countess for and to th' use of the said Lady Mary's education the said lease, and he lying upon his death-bed willed and commanded the said Henry Golding, Robert Christmas and John Turner that they should yield and deliver the said lease unto the said Countess, and to suffer her to take the profits of the premises towards and for the education of the said Lady Mary, whereunto they did consent;

And that notwithstanding, if it may like your good Lordship, the said Henry Golding and John Turner, contrary to the trust committed unto them by the said Earl and contrary to their faithful promise and agreements by their vain(?) pretences, have gotten the possession as well of the said deed of lease as of the said Castle and other the premises, and have and yet do keep the said deed, and have taken the profits thereof to their own use from the death of the said Earl by the space of this five years or thereabouts to the value of five hundred pounds and more, and have felled and sold the woods standing & growing upon the said manor to the value of one hundred pounds or more, and will neither deliver to the said Countess, your Lordship's said orator, the said lease ne will suffer your said suppliants to take the profits of the said premises according to the will & intent of the said Earl, against all equity and conscience, although your said orators have divers and sundry times made their requests unto the said Henry Golding & John Turner for the same, by reason whereof your Lordship's said orators of the tender zeal that they bear to the said Lady Mary, [& for] the preservation of the honour of the said Earl have and yet do nourish(?) and bring up the said Lady Mary according to her degree and calling [at their] own proper costs and charges, to their great hindrance;

In consideration whereof may it please your good Lordship, the premises tenderly considering, and forasmuch as your said orators have no remedy to recover the premises by the common laws of this realm, it may therefore please your good Lordship to grant the Queen's Majesty's writ of subpoena out of her Majesty's High Court of Chancery to be directed unto the said Henry Golding and John Turner, commanding them and every of them personally to appear before your good Lordship in her said Majesty's High Court of Chancery at a certain day & under a certain pain, and then and there to answer unto the premises, and to stand to such order as by your good Lordship shall be taken in the said premises, and your said orators shall be daily bound to pray for the preservation of your said Lordship.

[Some text at top left corner illegible]

die Iulij Domine Regine Elizabethe noni [sic?] [=July 1567]

The answer of Henry Golding and John Turner to the bill of complaint of Charles Tyrrell and the Lady Margery, his wife, Countess of Oxenford

The said defendants by protestation, not acknowledging or confessing anything in the said bill of complaint mentioned or alleged material to be answered unto to be true in manner & form as in the said bill is surmised, for answer further sayen that the late Earl named in the said bill of complaint, for the sure payment of five hundred and fifty pounds, the which the said defendants and Robert Christmas in the said bill of complaint mentioned did take up upon their bands and lent of their own money to furnish the want of the said Earl at the receiving of the Queen's Majesty that now is at his house of Hedingham Castle and for other his affairs, as appeareth in the books of account taken before the auditor of the said Earl, did by his deed indented dated the last of June in the fourth year [=30 June 1562] of the reign of our said Sovereign Lady demise and to farm let the Castle of Camps and all the demesnes thereunto belonging with the herbage of the park there in the county of Cambridge named in the said bill of complaint for the yearly rent of £22 to one John Beaste, one of the aldermen of the town of Colchester, to Richard Springham and Richard Carrell, citizens & merchants of London, as friends of trust appointed by these defendants and the forenamed Robert Christmas, from the feast of Saint Michael th' Archangel then next ensuing unto the full end & term of twenty and one years, as by the said deed indented more at large it may appear, all which indenture, lease, term of years & interest the said John Beaste, Richard Springham & Richard Carrell did by lawful conveyance assure unto these defendants & to the foresaid Robert Christmas, by virtue whereof and for the considerations aforesaid the said defendants do occupy and enjoy the same, as lawful is for them to do;

And further the said defendants sayen that the said late Earl, by procurement of them & the abovesaid Robert Christmas, then officers unto the said Earl, did give unto the said Countess, now one of the complainants, then his wife, one month or little more before he departed this present world in manors, lands & tenements to the sum of the yearly value of four hundred marks or thereabouts over & beside such jointure as the said Countess had appointed to her by an Act of Parliament made in the sixth year of the reign of our late Sovereign Lord of famous memory, King Edward the Sixth, the enlarging of which jointure partly was for the education & bringing up of the said Lady Mary, his daughter, named in the said bill of complaint, if it fortun'd the foresaid Earl to die leaving her unmarried or otherwise unprovided for, as these defendants with others then about the said Earl privy to that devise are ready to depose, and also did give by this last will & testament unto the said Lady Mary, his daughter, with other legacies, two thousand marks in ready money, as by the said last will & testament ready to be showed more plainly may appear, so as the said Lady Mary was not so negligently forgotten of her noble dear loving father & others about him as in the said bill is untruly alleged;

Without that that any other thing, matter or cause material to be answered unto in the said bill of complaint alleged and not in this present answer sufficiently traversed or denied, confessed and avoided, are true, all which matters the said defendants are ready to aver as this honourable Court shall award, and prayen to be dismissed with their reasonable cost etc.

Iohannes Clenche

The rejoinder of Henry Golding & John Turner, defendants, to the replication of Charles Tyrrell & the Lady Margery, his wife, Countess of Oxenford, complainant[s]

The said defendants sayen and either of them saith that their said answer is true, certain and sufficient in the law to be replied unto, notwithstanding any matter or cause therein contained;

And they further say that the said replication is uncertain and insufficient in the law to be rejoined unto for divers causes therein contained;

The advantage of exception to the insufficiency whereof unto these defendants and either of them at all times hereafter saved, they for rejoinder say in all thing and things as they in their said answer have said, and do and will further aver, justify and maintain all and every thing and things, matter, sentence and article therein contained to be good, just and true in such manner and form as in the same truly they have alleged;

Without that that the said Earl named in the said bill of complaint did deliver the said lease of the said Castle Campes and other the premises mentioned in the said bill to the said defendants and the said Robert Christmas named in the said bill of complaint upon trust and confidence to keep and hold the same to such use and behoof as the said Earl should at any time limit and appoint;

Or that that likewise the said Earl upon the motion of the said Robert Christmas named in the said bill did limit and appoint the said lease unto the said Countess, one of the said complainants, to the use and education of the said Lady Mary;

Or that that the said Earl, lying upon his death-bed, willed and commanded the said defendants and the said Robert Christmas to yield and deliver the said lease unto the said Countess, one of the said complainants, and suffer her to take the profits of the same towards the education of the said Lady Mary in manner and form as in the said replication untruly is alleged;

And without that that it was never the intent or meaning of the said Earl that the said defendants and the said Robert Christmas or any of them, or that the said John Beste, Richard Springham and Richard Carrell or any of them, should have the said lease to their

own use or in any other manner, sort or degree than [sic?] the said complainants in their said bill have alleged;

And where the said complaints have alleged that the said Earl from the time of the making of the said lease unto the day of his death did hold, occupy & enjoy the said Castle and other the premises to his own only use and behoof, and the said defendants and Robert Christmas, being officers unto the said Earl, did employ the profits and herbage of the said parks and demesne of the said manor and other the premises to the use, commodity and profit of the said Earl and the maintenance and provision of his house from the making of the said lease unto the day of the death of the said Earl, these defendants say the same is nothing prejudicial or hurtful to the title of these defendants for that that they will aver and prove that the said Earl died within the space of six weeks or thereabouts next after the ensealing & delivery of the said lease of the premises in the said answer specified, and the lease whereby these defendants claim their interest in(?) the premises was and did commence at Michaelmas next [=29 September 1562] after the death of the said Earl & not before;

And without that that the said Earl did long time before his death pay the said sum or any part thereof mentioned in the said answer which was borrowed by these defendants and the said Robert Christmas, and discharge the said defendants and the said Robert Christmas of the same and from all troubles, suits or vexations for the same, for they, these defendants, will duly prove before this honourable Court that they, the said defendants, and the said Robert Christmas have since the death of the said Earl paid for the debts of the said Earl in form in the said answer expressed unto divers and sundry persons the said sum of five hundred &(?) fifty pounds of their own proper goods and chattels, for and in respect whereof they, these defendants, are and ought to have and enjoy the said lease of the premises accordingly in manner and form as in the said answer they have alleged;

And without that that these defendants and the said Robert Christmas at such time as the said Earl was lying on his death-bed did upon any commandment of the said Earl consent to permit and suffer the said Countess, one of the said complainants, to take the profits of the premises towards the education of the said Lady Mary in such manner and form as in the said replication is untruly surmised;

Or that that the said Earl, perceiving that the portion of living appointed unto the said Countess, one of the same complainants, by the Act of Parliament made in the said sixth year of the reign of the said late King Edward the Sixth was not sufficient for the reasonable maintenance of the said Countess, did of his liberal disposition and goodness assure and give unto the said Countess the said manors, lands and tenements mentioned in the said answer to the yearly value of four hundred marks by the year for the increase of her said living in such sort as in the said replication it is likewise surmised;

And without that that any other thing or things, matter, clause, sentence or article in the said replication contained material or effectual to be rejoined unto and not herein sufficiently confessed or avoided, denied or traversed, is true;

All which matters these defendants are ready to aver and prove as this honourable Court shall award, and pray as before in their said answer they have prayed.

Nicolls(?)