

SUMMARY: The documents below are the bill of reviver and answer in connection with a bill of complaint originally filed by Roger Harlakenden (d.1603), now deceased. A bill of reviver revived a suit or action which has been rendered void by the death of one of the parties. The modern spelling transcript below has been prepared from the original spelling transcript made by Dr. Alan H. Nelson, available online. According to Dr. Nelson, the bill has considerable damage and decay on the right side affecting the last sixth and more of each line. Missing text is indicated by square brackets in the transcript below, in which the original lineation has been preserved. Dr. Nelson identifies this lawsuit as Harlakenden vs Blackwell et al. In the National Archives online catalogue it is identified as Herlakenden v. Ive. Dr. Nelson dates the bill to 22 May 1606. The National Archives gives a date range of 1596-1616.

The bill of reviver states that Oxford's father, John de Vere (1516-1562), 16th Earl of Oxford, being seised either in fee or fee-tail of a parcel of ground known as Great Chiffin, parcel of the manor of Colne Priory, leased the same to Henry Pullen of Earls Colne for 21 years. It seems likely that this is the same Henry Pullen, one of his yeomen servants, to whom the 16th Earl bequeathed £3 6s 8d in his will (see TNA PROB 11/46, ff. 174v-6).

Oxford inherited the lands in question after his father's death, and on 12 February 1577 leased Colne Priory to his then receiver, Richard Kelton (d.1578). After Richard Kelton's death, administration of his estate was granted to his widow, Jane (nee Josselyn) Kelton. In 1580, Roger Harlakenden (1541-1603) married Jane (nee Josselyn) Kelton as his third wife and thereby came into possession of her interest in the lease which had been granted by Oxford to Richard Kelton on 12 February 1577, including the parcel of ground in question called Great Chiffin leased to Henry Pullen.

On 15 November 1584 Oxford entered into a 21-year lease with Roger Harlakenden. The details are not entirely clear because of damage to the bill. However it would appear that this lease pertained solely to the parcel of ground called Great Chiffin, and that it likely came about because the earlier lease of Great Chiffin to Henry Pullen had come to an end. Roger Harlakenden then turned this parcel into a hop-garden, and on 20 July 1587 leased it for ten years to William Stammer, who entered into possession.

The bill then alleges that on 8 November 1587 Oxford granted a 21-year lease of the same parcel called Great Chiffin to one of his principal officers, Nicholas Bleake (d.1600/1). Although the bill is damaged at this point, it appears to state that Nicholas Bleake was Oxford's receiver at the time. According to the bill, Bleake obtained his lease by fraudulently advising Oxford that the parcel in question was not currently leased to anyone. The bill further alleges that Roger Harlakenden made suit to Oxford for redress and offered Bleake £20 to surrender his lease, and that both Bleake and Oxford accepted the offer. Bleake received £20 from Harlakenden, and on 2 January 1588 Oxford made a new 21-year lease of Colne Priory to Roger Harlakenden which specifically mentioned the parcel called Chiffin (for this lease, see ERO D/DPr 178).

The bill further alleges other fraudulent practices on the part of Bleake and his alleged confederates Simon Ive (who was Bleake's son-in-law), John Aylmer, Thomas Bridge, John Scott and Bennet Watson of Earls Colne, and claims that Bleake stated that he had not in fact surrendered his lease of Chiffin, and could not do so because he had earlier assigned his interest in the lease to Simon Ive and John Aylmer. Moreover the bill alleges that Roger Harlakenden was advised that Thomas Bridge, John Scott and Bennet Watson intended to enter into the parcel so that an action of ejectment could be brought to dispossess Roger Harlakenden's farmer of the hop-ground, William Stammer. The bill further alleges that Ive and Aylmer contemplated an action at the common law, the details of which are unclear because of damage to the bill, and that Roger Harlakenden, because he had no defense if the case were tried under the common law, petitioned in Chancery for an injunction. The bill alleges that the case proceeded in Chancery, and that witnesses were examined, but before publication of witnesses, Roger Harlakenden died. His two sons, Richard Harlakenden and Thomas Harlakenden, as his heirs, therefore now request that the earlier suit be revived.

In their answer, the defendants Simon Ive and John Alymer state that they should not be required to answer because Roger Harlakenden originally brought suit in Easter term 1590 against Nicholas Bleake, Simon Ive, John Aylmer, Thomas Bridge, John Scott and Bennet Watson, but lived for another twelve years without proceeding further with his action. Moreover, Nicholas Bleake, the principal defendant, now deceased, lived for eleven years after Roger Harlakenden first brought suit, and two other of the defendants, John Scott and Bennet Watson, now deceased, lived for 7 or 8 years after Roger Harlakenden first brought suit. The defendants further state that to their knowledge no witnesses were ever examined, thus supporting their contention that the case had not proceeded further after Roger Harlakenden's original filing of his bill of complaint. Moreover Ive and Aylmer deny having ever had any legal interest in the parcel of ground called Great Chiffin, and state that the legal interest to the parcel called Great Chiffin lies with Oxford's son and heir, Henry de Vere (1593–1625), 18th Earl of Oxford, now the King's ward. The defendants demur on the bill of reviver, and ask for judgment and costs.

The facts as presented by the parties differ markedly. However considering that shortly after filing his bill of complaint against Nicholas Bleake and the other defendants in Easter term 1590 Roger Harlakenden defrauded Oxford in the sale of Colne Priory, one is inclined to put more credence in the statements made by the defendants, Simon Ive and John Aylmer, than in those made by the plaintiffs, Roger Harlakenden's two sons. For the judgment in Chancery on 10 February 1599 in Oxford's lawsuit against Roger and Richard Harlakenden for reconveyance to Oxford of Colne Priory or for recompense for the undervaluation of the sale price by reason of fraud and breach of trust by the Harlakendens, see TNA C 78/104/17.

For the will of Nicholas Bleake, dated 17 November 1600 and proved 16 January 1601, see TNA PROB 11/97, ff. 53-4. For the will of Roger Harlakenden (1541-1603), see TNA PROB 11/101, ff. 392-3.

22 May 1606

To the right honourable Thomas, Lord Ellesmere, Lord Chancellor of England,

In most humble wise complaining shown [sic?] unto your most honourable Lordship your orators Richard Harlakenden of Earls Colne in the county of Essex, esquire, and Thomas Harlakenden [___ the sons]

of Roger Harlakenden, late of Earls Colne aforesaid in the said county of Essex, esquire, deceased, that whereas the said Roger Harlakenden did heretofore [___] his bill of [___]

right honourable John, Earl of Oxenford, being seised either in fee or in fee-tail of and in one parcel of ground commonly called or known by the name of Great Chiffin [___] by [___]

manor commonly called or known by the name of Colne Priory or Colne House lying and being in the parishes of Earls Colne and Gaines Colne in [the said county of Essex [___]

did demise the said parcel of ground unto one Henry Pullen then of Earls Colne aforesaid for the term of one and twenty years to have from the feast of St. [Michael th' Archangel _____, and the]

said Henry Pullen being thereof possessed accordingly, the said John, Earl of Oxenford, died of his said estate as well in the said manor whereof the said close was and is [___]

the said manor and close descended to Edward, late Earl of Oxenford, as son and heir to the said John, by virtue whereof the said Edward, Earl of Oxenford, was thereof [seised ___]

indented bearing date the twelfth day of February in the nineteenth year of her said late Majesty's reign [=12 February 1577] did demise unto one Richard Kelton, late of Earls Colne, gentleman, th[___]

courts, yards, houses, barns, stables, buildings and edifices thereunto belonging with all the tithe corn belonging to the parsonage of Earls Colne aforesaid, and also all the [___]

at any time belonging or appertaining to the said late Priory or which then were and by the space of three years then last past had been taken, used, occupied or enjoyed by the said [___]

St. Michael the Archangel then last past, rendering the yearly rent of thirteen pounds six shillings and eight pence, and that by force thereof the said Richard entered into th[e ___]

yearly rent of twelve shillings (by the hands of the said Henry Pullen) reserved by the said recited lease to him made of the said parcel of ground called by the name of Great Chiffin ____]

so being possessed thereof, as also of and in all and singular other the before-recited demised premises, abouts [=about] the one and twentieth year [=1578/9] of the said late Queen's Majesty's reign [____]

Kelton, the then wife of the said Richard Kelton, took letters of administration of the Archbishop of Canterbury then being by reason of his prerogative of all the goods and chat[tels ____]

said Henry Pullen as aforesaid entered into the said parcel of ground called Chiffin, and by virtue thereof was possessed as well of the said parcel of ground called Chiffin as also of all [____]

the two and twentieth year of the reign of the said late Queen's Majesty [=1580] took to husband the said Robert Harlakenden, the said then complainant, by force whereof he, the said Roger [Harlakenden, ____]

of all other the before-recited demised premises, and so being thereof possessed, the fifteenth day of November in the six and twentieth year of the reign of the said late Queen's Majesty [=15 November 1584] for g[ood ____]

as well of the said parcel of ground called Chiffin as also of all other the before-recited demised premises for the term of one and twenty years to begin at the feast of St. Michael [the Archangel ____]

pounds six shillings and eight pence, in which said last-recited lease the said Earl covenanted and granted with the said Roger Harlakenden, his executors, administrators, and assigns [____]

from all persons lawfully claiming any right or interest to the same, by virtue whereof the said Roger Harlakenden was possessed accordingly, and so being possessed by his great labour [____]

called Great Chiffin into a hop-garden, after which, viz. the twentieth day of July in the nine & twentieth year of the reign of the said late Queen's Majesty [=20 July 1587] upon very good considerat[ions ____]

into a hop-garden to one William Stammer of Earls Colne aforesaid, yeoman, to have and to hold to him, his executors, administrators, and assigns for the term of ten years from the f[east ____]

last-recited lease the said Roger Harlakenden did covenant, promise and grant to and with the said William Stammer, his executors, administrators and assigns that the said William Stam[mer ____]

peaceably and quietly have, occupy and enjoy the said eight acres of hop-ground during the said term of ten years without any let, trouble or eviction of any person or persons whatsoever an[d? ____per-]

forming of all the covenants and agreements comprised in the said lease made to the said Stammer, and that by virtue thereof the said Stammer entered and was thereof possessed accordingly, and the said R[oger Harlakenden ____]

[____]ew that after the said last-recited lease made to the said William Stammer, viz. the eighth day of November in the said nine and twentieth year [=8 November 1587] of the said late Queen's Majesty's reign [____]

county of Essex, servant to the said Earl, viz., the said Edward, late Earl of Oxenford, deceased, and being then a chief and principal officer to the said Earl concerning receipt of his [____in]

whom the said Earl reposed great trust and confidence for the faithful and honest execution of the said office, contrary to the duty of a faithful & just officer unduly procured and obtained to himself by deed indented from the said Earl [____known by the]

name of Great Chiffin containing by estimation twelve acres for the term of one and twenty years from the feast of St. Michael th' Archangel then last past being then in lease to him the s[aid ____]

[____] it should seem informing the said Earl, his master, that the said twelve acres called Chiffin was not then in lease to any person, for that it was very likely if the said Earl had [known ____]

[____]ked [____] as well of the demesne lands belonging to the said manor called Colne Priory and withal that he had covenanted with the said Roger Harlakenden for the quiet and peaceable enjoying of the [____]

[____] said Earl would not have made the said lease next before-recited of the said parcel of ground to the said Nicholas Bleake, after which lease so unduly procured and obtained by the said [Nicholas Bleake ____]

[____] he, the said Bleake, would enter and have the said parcel of ground called Chiffin and put out the farmer of the said Roger Harlakenden for that he, the said Bleake, had a lease [____]

[] before by the said Earl to the said Roger Harlakenden, and likewise that the said lease made by the said Earl to the site of the said Priory and of all other the pre[mises]

[] good but [], whereupon the said Roger Harlakenden (minding to avoid as well all suits and occasions of controversies as also all ambiguities and doubts which might or []

[] said] Bleake as aforesaid, as also of the said supposed defeasible lease made by the said Earl to the said Roger Harlakenden, became suitor by means to the said Earl for the obtaining a new []

[] other the fore-recited demised premises, saying that he would give unto the said Bleake the sum of twenty pounds if he would surrender and yield up his said lease before mentioned, and []

[] besides the yearly rent of fourteen pounds for a new lease for one and twenty years as well of the said twelve acres called Chiffin as also of all other the said demised premises unto []

[the said] Earl as aforesaid as divers others were privy, and further by the said bill showed that the said Earl with the said Bleake and other the said Earl's officers were then contented to d[o]

[] as also to accept of his said offer, and so did, and that thereupon the said Earl required the said Bleake to surrender his said lease which in semblance and outward show he seemed contented to []

of the said twelve acres as though he had surrendered the same indeed, and took the said sum of twenty pounds of him, the said Roger Harlakenden, to his own use in consideration that he should []

thereof as aforesaid to colour his covinous and fraudulent purpose and to cause the said Roger Harlakenden the less to suspect his unjust and unconscionable dealing, he being then the said Earl's officer []

indenture of demise to him, the said Bleake, made by the said Earl of the said twelve acres of land as though the same had been indeed and bona fide before surrendered up and determined []

pounds of the said Roger Harlakenden to the use of the said Earl in consideration of the said new lease to be made by the said Earl to the said Roger Harlakenden according to his said suit []

other the said demised premises, and that thereupon the said Earl by his sufficient deed indented bearing date the second day of January in the thirtieth year of the said late Queen's M[ajesty's reign [=2 January 1588] ____]

called Chiffin by special name, as also all and singular other the recited demised premises to the said Roger Harlakenden for the term of one and twenty years, to have from the feast of St. M[ichael th' Archangel then next following ____]

rent of fourteen pounds, by force whereof the said Roger Harlakenden was possessed thereof accordingly. And the said Roger Harlakenden by his said bill of complaint further showed that sithence the said [____] said Bleake and]

divers of his confederates and favorites, minding nothing else but fraud, coven, subtilty, and most unconscionable dealings towards the said Roger Harlakenden, with a desire to have him fall into the [____]

and bond which he had entered into unto the said Tanner [sic?] for the quiet and peaceable enjoying of the said hop-ground as before is mentioned, and likewise to see him vexed, encumbered & molest[ed ____]

more than at that time were befallen him (being very many) by the indirect means, unconscionable procurement, injurious behaviour, and covinous and fraudulent practices as well of the said Bleake [____]

namely Simon Ive, John Aylmer, Thomas Bridge, John Scott, and Bennet Watson of Earls Colne aforesaid, which had conspired, confederated and combined themselves together [+to] effect the said [____]

did and would more plainly appear, for the said Bleake sundry and oftentimes sithence the said last-recited lease made to the said Roger Harlakenden by the said Earl as aforesaid had any [____]

that he had not in truth surrendered the said lease of the said twelve acres called Chiffin to him made by the said Earl, neither could he then surrender the same, albeit in outward semblance [____]

his term, title and interest thereof unto the said Simon Ive and John Aylmer before the said supposed surrender and the delivery of the said indenture of demise to the said Roger Harlakenden [____]

the interest thereof did remain and abide in the said Simon Ive and John Aylmer, who by action at the common law should recover the same and so eject and put out the said Roger Harlakenden [____]

of the said twelve acres called Chiffin, to the effecting whereof (as the said Roger Harlakenden had been informed as well the said Bleake as all other his said confederates and favorites before m[entioned ____]

the covinous and indirect course in the said bill of complaint mentioned, viz., that the said Scott, Bridge and Watson should enter upon the said hop-ground to the intent that the said [____]

their action of ejectione firmæ against them, and that they thereupon should appear by attorney, and that after appearance they should by covin and fraud confess the action and plead [____]

more secretly and speedily be had and obtained against them whereby the said Harlakenden's farmer of the hop-ground should by judgment in law be ejected out of the same. And the said Bleake [____]

as he had been informed the said Ive and Aylmer had then before the exhibiting of the said bill of complaint commenced in the said late Queen's Majesty's Court of King's Bench the said covinous and [indirect course ____ hop-]

ground called Chiffin, for it was commonly reported that the said Ive and Aylmer or one of them did come unto the said Scott, Bridge and Watson, or to some of them, affirming that [____]

hop-ground called Chiffin, but if they would appear without serving of the said process upon them he would spare the arresting of them and save them the charges and fees that [____]

procure an attorney to appear for them at London and so save them such charges as they should be at if they should go thither indeed, where in truth neither the said [____]

but the same was a thing merely practised and done by the covinous consents and fraudulent practices as well of the said Aylmer as of all other his confederates and favorites [____]

the said Ive and Aylmer or one of them procured an attorney to appear in the King's Bench for the said Bridge, Scott and Watson, they nor any of them making [____]

against them, and forasmuch as the said Roger Harlakenden had no ordinary remedy by the strict course of the common law or statutes of this realm neither against the said B[leake ____]

of his said lease of the said twelve acres called Chiffin to the said Simon Ive and John Aylmer, being in truth privy to the said fraud and covin for that [____]

could not directly prove the same by any witnesses nor yet against the said Bridge, Scott and Watson for their covinous, unconscionable and und[direct practices] and both [____]

danger to break and forfeit his said covenant and bond, and to be sued for the same at the common law by reason of their said covinous and fraudulent practices and [____ in tender]

consideration of all the premises humbly desire the said late Queen's Majesty's most gracious writ of injunction to be directed as well to the said Simon Ive and John Aylmer [as [to the rest] ____]

commanding them and every of them thereby no further to proceed in the said action or suit at the common law, and also her said late Majesty's gracious writ of [subpoena ____]

Scott and Bennet Watson, commanding them & every of them thereby personally to appear in this most honourable Court of Chancery at a certain day and under [a certain pain ____ to abide]

such order and direction therein as to the said court should be thought meet and convenient, to which bill of complaint the said Nicholas Bleake [____]

oaths, to which answer the said Roger Harlakenden did reply, and afterwards the said parties grew to commission, and witnesses were examined whereby[?] [____]

most honourable court ready to be published, as by the said bill of complaint, answer, commission and depositions remaining of record in this most honourable [court ____]

that before publication of the witnesses aforesaid the said Roger Harlakenden died, having before in his lifetime made his last will and testament in writing [____]

dead, and the said Simon Ive and John Aylmer who were parties and privy to the said secret and fraudulent grant of the said Bleake's pretended lease [____]

the said suit now concerneth your said orator in such nature, manner and form as the same did concern the said Roger Harlakenden in his l[ifetime ____]

to him, the said Roger Harlakenden, may it therefore please your most honourable Lordship to grant that the said bill, answer, replication and all other the proceedings in the said recited [____ your said]

orators may be allowed to proceed therein in such sort and in the same degree as the said Roger Harlakenden might have done if he were yet living [____]

directed to the said Simon Ive and John Aylmer, commanding them and either of them thereby at a certain day and under a certain pain therein to be [limited personally to appear in this most honourable Court of]

Chancery then and there to answer the premises and to show cause why they [sic] said bill, answer and other the proceedings in the said recited [] had as aforesaid [] and your]

said orators shall daily pray for your Lordship's health long to continue with much increase of honour.

The joint and several demurrers & answers of Simon Ive and John Aylmer, defendants to the bill of reviver of Richard Harlakenden & Thomas Harlakenden, complainants.

The said defendants say that the said bill of reviver is very uncertain & insufficient in the law to be answered unto, as these defendants take it, and that they ought not to make any answer thereunto, first for that the said Roger Harlakenden named in the said bill of complaint, now deceased, commenced the said suit in Easter term 1590 against the said Nicholas Bleake, a defendant named in the said bill, and against these now defendants, and against Bennet Watson, John Scott & Thomas Bridge, also defendants, as by the said bill remaining of record in this honourable court may appear;

And furthermore for that the said Roger Harlakenden lived after the said suit so commenced about 12 years, and in that time never proceeded to or brought the said cause to any hearing, nor required publication of any depositions in the said cause, to the knowledge of these defendants, if there were any examined therein, and whether there were any examined in the said cause or no is altogether unknown to these defendants;

And likewise for that the said Nicholas Bleake, one of the defendants whom the matter did principally concern, is now dead, who lived after the said suit commenced about 11 years and never examined any witnesses in the said cause to the knowledge of these defendants, and the said Scott & Watson are likewise dead, who lived after the said suit commenced about 7 or 8 years, and never examined any witnesses in the said cause to the knowledge of these defendants;

And further these defendants say that they & either of them for their parts do utterly disclaim to have any right, title or interest in or to the said piece of ground called Great Chiffin mentioned in the said bill, or that they or either of them at the time of the said bill exhibited by the said Roger Harlakenden against the said now defendants & the other defendants named in the said bill, or at any time sithence, had any right, title or interest in or to the same, []at these defendants say that, as they take it, the interest of the said piece of ground called Great Chiffin resteth in the [right] honourable Henry de Vere, now Earl of Oxenford, the King's Majesty's ward;

Therefore these defendants do demur [] upon the said bill of reviver, and do demand judgment of this honourable court whether they shall be compelled to make any further answer thereunto;

Nevertheless if the said defendants shall be ordered by this honourable court to make any further answer to the said bill, then and not otherwise the said defendants, saving to themselves the [___] advantage of exception to the uncertainty & insufficiency of the said bill of reviver, these defendants and [each of] them do answer & say as they before in their answer made to the said bill of complaint exhibited by [___ Rog]er Harlakenden into this honourable court have already answered and said, and pray to be dismissed with their reasonable costs in this behalf by them wrongfully sustained.