

SUMMARY: The documents below are the bill of complaint filed in Chancery on 6 October 1564(?) by Thomas Ashfield (d.1609) alleging that Thomas Bacon (d.1577) had failed to fulfil an agreement reached shortly after the death of the 16th Earl of Oxford for the sale of the office of bailiff of the manors of Chesham and Chesham Bury, together with the defendant's answer and the plaintiff's replication (TNA C 3/1/115).

The gist of the dispute is that the plaintiff alleged the defendant had failed to perform his part of an agreement, whereas the defendant alleged that an agreement was never concluded since agreement was conditional on the approval of the Earl of Oxford's officers, Henry Golding, Robert Christmas and John Turner, who refused to give their approval on the ground that the plaintiff had not complied with his obligations as the 16th Earl's tenant and moreover had concealed from the Earl certain lands which he held of him.

For the will, dated 20 March 1576 and proved 12 February 1577, of Henry Golding, see TNA PROB 11/59/98.

For the will, dated 6 October 1578 and proved 21 August 1579, of John Turner, see TNA PROB 11/61/414.

For the grant to Thomas Bacon and Sir Robert Rochester on 6 June 1545 of the office of bailiff of Chesham Higham and Chesham Bury, see the inquisition post mortem taken after the death of John de Vere (1516 – 3 August 1562), 16th Earl of Oxford, TNA C 142/136/12:

*And the foresaid jurors say that the foresaid late Earl, by a certain deed of his sealed by his seal at arms and subscribed by his own hand bearing date the 6th day of June in the 37th year [=6 June 1545] of the reign of the late King Henry VIII, for and in consideration of good and faithful service to him by **Thomas Bacon, gentleman, still surviving, and Robert Rochester, now deceased**, previously done & thereafter to be done, gave & granted to the same **Thomas Bacon and Robert Chester** [sic?] the office of bailiff or bailiwick of his manor of Chesham [+Higham] & Chesham Bury aforesaid in as ample manner and form as Robert Mares [sic for 'Richard Morrys'?] or any other for himself formerly has had, perceived or perceived [sic], [+or] have had, occupied or perceived, to have, hold, occupy, exercise and enjoy the foresaid office and the rest of the premises to the forenamed Thomas Bacon and his assigns for term of the natural life of the same Thomas Bacon, by him or his sufficient deputy or deputies, and the foresaid late Earl by the foresaid deed in consideration aforesaid gave and granted to the same Thomas Bacon for exercising and occupying the office aforesaid a certain annuity or yearly rent of three pence per day issuing and yearly to be perceived of and in the foresaid manors of Chesham Higham and Chesham Bury and the rest of the premises with their appurtenances, to have, hold, levy and yearly perceive the foresaid annuity or yearly rent to the same Thomas Bacon and his assigns during the natural life of the same Thomas Bacon, the first payment thereof to begin after the death of the forenamed Richard Mares at two terms of the year, viz., to be paid yearly at the feasts of the*

Annunciation of Blessed Mary the Virgin and Saint Michael the Archangel by equal portions, and further the foresaid late Earl by the foresaid deed granted that for non-payment of the said annuity or yearly rent it should be well allowed to the forenamed Thomas Bacon & his assigns to distrain in the foresaid manor, as by the same deed to the foresaid jurors upon the taking of this inquisition in manifest evidences more fully appears.

The 16th Earl also granted Thomas Bacon the office of bailiff of his manor of Lavenham:

*And the foresaid jurors say that the foresaid late Earl by a certain deed of his sealed by his seal at arms & subscribed by his own hand bearing date the penultimate day of October in the third year [=30 October 1561] of the reign of the Lady Elizabeth now Queen for divers good & reasonable causes and considerations him especially moving gave and granted to **Thomas Bacon, gentleman**, the office of bailiff or bailiwick of his manor of Lavenham in the county of Suffolk and of all & singular his lands, tenements, hereditaments & possessions whatsoever within the foresaid manor and to the same manor in any way belonging or appertaining, and made, ordained & appointed the same Thomas Bacon bailiff of the foresaid manor, to have, hold, enjoy and exercise the foresaid office to the forenamed Thomas Bacon by him or his sufficient deputy or deputies for and during the whole term of the natural life of the same Thomas, together with all & singular profits, commodities, advantages, pre-eminences and emoluments whatsoever to the same office in any manner belonging or appertaining, and in as ample manner and form as Edward Glascock or any other or others for himself formerly have had, held or enjoyed (s. & pl.), and the foresaid late Earl by the foresaid deed in consideration aforesaid gave and granted to the same Thomas Bacon for exercising & occupying the foresaid office a certain annuity or yearly rent of four pounds of lawful money of England issuing & to issue of the foresaid manor at two terms of the year, viz., to be paid yearly at the feasts of the Annunciation of Blessed Mary the Virgin and Saint Michael the Archangel by equal portions, and also the second crop of the meadow of Lavenham aforesaid called le Lord's Meadow during the whole term of the natural life of the same Thomas Bacon, and further the said late Earl by the foresaid deed granted that for non-payment of the said annuity or yearly rent it should be well allowed to the forenamed Thomas Bacon & his assigns in the foresaid manor of Lavenham to distrain, as by the same deed to the foresaid jurors upon the taking of this inquisition in manifest evidences more fully appears.*

For Thomas Bacon, Serjeant of the Acatry to Queen Mary, see his will dated 20 August 1577 and proved 20 September 1577, TNA PROB 11/59/473.

For Sir Robert Rochester (d. 28 November 1557), see his will dated 27 May 1557 and proved 13 December 1558, TNA PROB 11/42A/105.

For Thomas Ashfield and Thomas Bacon as bailiffs of the manors of Chesham Higham and Chesham Bury, see also TNA SP 12/44/19.

Oxford later sold the manor of Chesham Bury to Thomas Ashfield. See TNA C 54/1065, Part 19, a recognizance in the amount of £1500 which Oxford acknowledged in Chancery to Thomas Ashfield on 17 August 1579 in connection with Oxford's sale to him of the manor of Chesham Bury.

For a later licence dated 2 May 1580 authorizing Oxford to alienate the manors of Chesham Higham and Chesham Bury to Nicholas West, Joan his wife, and William West, see TNA C 66/1197, m. 23. For the recognizance acknowledged by Oxford to Nicholas West on 19 May 1580 in connection with this sale, see TNA C 54/1094, Part 24(?). For a further licence dated 1 December 1580 authorizing Oxford, Nicholas West, Joan his wife, and William West to alienate the manors of Chesham Higham and Chesham Bury, together with a yearly rent of £7 reserved to Oxford in the earlier grant by Oxford to Thomas Ashfield and Alexander Hampden, to Thomas Farmer, Matthew Smyth and Edward Amerydeth, see TNA C 66/1207, m. 14.

For Thomas Ashfield, see also his will, dated 8 June 1607 and proved 9 February 1610, TNA PROB 11/115/126, and:

'Parishes: Chesham', in *A History of the County of Buckingham: Volume 3*, ed. William Page (London, 1925), pp. 203-218. *British History Online* <http://www.british-history.ac.uk/vch/bucks/vol3/pp203-218> [accessed 28 July 2018].

For some reason unknown Chesham Bury escheated to the Crown, by whom it was granted a month after Thomas Lynde's death to John Earl of Oxford. (fn. 191) In 1490 the earl obtained a pardon for all past alienations, (fn. 192) and seems to have acquired it in fee, as its descent is henceforth identical with that of Chesham Higham (q.v.), already held by the Earls of Oxford. (fn. 193)

The site of the manor of Chesham Bury, including woods and solums called Wuckeridge Wood, Higham Park and Cowcroft, was alienated in 1579 by the Earl of Oxford to Thomas Ashfield and his heirs, to hold of the queen in chief, reserving a rent of £7 to the earl and his successors. (fn. 194) Thomas Ashfield, who had formerly been bailiff to the Earl of Oxford, (fn. 195) had received a grant of Chesham advowson (q.v.) in 1571, with which the site of Chesham Bury then descended. (fn. 196)

Thomas Ashfield's lawyer, Thomas Bromley, appears to have been the Thomas Bromley (c.1530-1587), who later acted as Oxford's trustee. See ERO D/DRg2/25, an indenture entered into by Oxford with five trustees on 30 January 1575 prior to his departure on his continental tour stating that he has no issue of his body yet born and providing for the inheritance of the lands of the earldom if he should die without issue, and including a schedule of debts amounting to £9096 10s 8-1/2d.

See also SRO D615/D48/10, an indenture dated 10 February 1575 by which Sir William Cordell (1522-1581), Master of the Rolls, Thomas Bromley (c.1530-1587), the Queen's Solicitor-General, and Edward Hubberd (d.1602), Oxford's receiver-general, sold certain parcels of land in Staffordshire to Thomas Hill of Haughton in that county for the sum of

£5. The indenture states that Cordell, Bromley and Hubberd had purchased the lands in question from Oxford on condition that they ‘bargain, alien and sell the same to the benefit and behoof of the said Earl’, presumably a reference to the agreement Oxford had signed with Cordell, Bromley and Hubberd on 20 January 1575 (see SRO D615/ D45(1)). It thus appears that Cordell, Bromley and Hubberd were acting as trustees for Oxford in the sale to Thomas Hill, Oxford having left on his continental tour only a few days earlier.

LM: 6 October 1564(?)

LM: Weste(?)

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

In most humble manner complaining showeth unto your good Lordship your humble suppliant and daily orator, Thomas Ashfield of Chesham in the county of Buckingham, that whereas the right honourable John, late Earl of Oxford, was lawfully seised of and in the manors of Chesham and Chesham Bury with th’ appurtenances in the said county of Buckingham and of and in certain parcels of wood-grounds commonly called by the several names of Higham park, Cow pasture and Wylkers wood being part of the said manors in his demesne as of fee;

And he so being thereof seised by his sufficient deed in writing bearing date the 6th day of June in the 37th year [=6 June 1545] of the reign of our late Sovereign Lord King Henry th’ Eight, reciting therein a former grant made unto one Richard Mares, did give and grant unto one Thomas Bacon the office of bailie or bailiwick of the said manors of Chesham and Chesham Bury and of all his lands and tenements in Chesham and Chesham Bury in the said county of Buckingham, and also the agistment, herbage and pannage of the said parcels of wood-ground called Higham park, Cow pasture and Wylkers wood;

To have, enjoy, occupy and exercise the said office and all and singular the premises with th’ appurtenances to the said Thomas Bacon and his assigns for term of his life by himself or his sufficient deputy or deputies immediately from and after the death of the said Richard Mares;

And further the said late Earl by his said deed did grant unto the said Thomas Bacon one fee of three pence by the day for the exercise of the said office going out of the said manors(?);

And after the said Richard Mares died, by reason whereof the said Thomas Bacon entered into th’ exercise of the said office and took and received the said fee and other the profits aforesaid to him granted, and was thereof lawfully seised in his demesne as of freehold;

And he so being so thereof seised, conclusion and agreement was had and made between your said orator and the said Thomas Bacon in consideration of ten pounds of lawful money of England to him in hand paid by your said orator and of twenty pound more to him to be paid by your said suppliant at a certain day between them agreed upon, that your said orator should have the said deed of the said Earl, the deputation of the office, and all his estate and interest as well in the said fee and other the profits aforesaid as also in the said office, and that the said Thomas Bacon should and would do, perform and accomplish all such devises and assurances according to the said agreement as should be devised by your said suppliant or his counsel;

Whereupon your said orator did pay and deliver unto the said Thomas Bacon the sum of ten pounds according to the said agreement, and the said Thomas Bacon delivered unto your said suppliant the said deed to him made by the said late Earl as is aforesaid, and afterwards your said orator caused the draught of a pair of indentures to be had and made in paper containing therein the substance and effect of the said agreement, and the same showed to the said Thomas Bacon, which he perused and read over and thereupon assented that the same should be engrossed in parchment, and promised to enseal the same;

After which and before the engrossing of the said indentures the said Thomas Bacon, surmising and alleging to your said orator that the officers of the new Earl of Oxford had given in commandment that all such as had any fees or offices by the grant of the said late Earl should show the same, did request and desire your said orator to let him have the same to show unto the said officers of the said new Earl, which request your said orator, not having any mistrust in the said Thomas, did condescend unto;

And after your said orator caused the draught of the said indentures to be engrossed according to the draught in paper assented unto by the said Thomas Bacon, and brought the same unto the said Thomas Bacon to th' end he should seal and deliver the one part thereof as his deed unto your said suppliant, and thereupon did request the said Thomas Bacon to enseal and deliver the same accordingly, and also to redeliver the said deed of the said late Earl, which the said Thomas Bacon then utterly refused to do, and ever sithence hath exercised the said office and taken the profits of the same and other the premises, and yet doth, albeit that your said orator hath lawfully tendered the said sum of twenty pounds according to the effect of the said agreement, against all right, equity and good conscience;

In consideration whereof and forasmuch as your said orator hath no ordinary remedy at and by the course of the common laws of this realm to compel or enforce the said Thomas Bacon to make and perform the said agreement, and for that the said fee of three pence, the agistment and pannage aforesaid and other the premises cannot by the laws of this realm lawfully pass to your said orator without a sufficient deed in writing, whereby he hath no sufficient remedy in the premises by the strait course of the common laws of this realm;

May it please your good Lordship to tender the matter in conscience and to grant the Queen's Majesty's writ of subpoena to be directed to the said Thomas Bacon commanding him thereby to be and personally appear before your good Lordship in the High Court of Chancery at a certain day and under a certain pain therein to be limited, then and there to answer to the premises and also stand to and abide such further order and direction therein as to your good Lordship shall seem agreeable to equity and good conscience;

And your said suppliant shall daily pray for your good Lordship in high honour long to remain.

T. Bromley

LM: (illegible) Iur{atus} cora{m} me Ioh{ann}e Gybon

The answer of Thomas Bacon unto the bill of complaint of Thomas Ashfield

The said defendant saith that the said bill of complaint is uncertain and insufficient in the law to be answered unto and the matter therein exhibited is not only altogether untrue, imagined and devised for the unjust vexation of the said defendant, but also determinable at the common laws of this realm where the said complainant hath sufficient remedy for the recovery of his damages & losses by him sustained upon the matter alleged in his bill if it were true things, not in such form as the said complainant by his feigned bill doth demand in the depraving of the ordinary justice and remedy provided by the common laws of this realm;

Wherefore the said defendant demandeth judgment of this honourable Court if he shall be compelled to answer unto the said feigned inordinate bill, and prayeth to be dismissed out of the same with his reasonable costs and charges by him sustained in this behalf.

Nevertheless if the said defendant shall be by the order of this honourable Court compelled to answer unto the said bill and the feigned matter therein contained, then the said defendant, saving unto him all advantages, for true answer saith that true it is that the right honourable John de Vere, late Earl of Oxenford, being seised in his demesne as of fee of and in the manors of Chesham and Chesham Bury with th' appurtenances in the county of Buckingham and of and in certain parcels of wood-grounds commonly called by the several names of Chesham park, Cow pasture and Wykers wood being part of the said manor, did by his sufficient deed in writing dated the sixth day of June in the 37th year of the reign of our late Sovereign Lord King Henry th' Eight, reciting therein a former grant made unto one Richard Morrrys, did give and grant unto the said defendant by the name of Thomas Bacon th' office of bailiff or bailiwick of the manors of Chesham and Chesham Bury and of all his lands and tenements in Chesham and Chesham Bury in the said county of Buckingham and also the agistment, herbage and pannage of the said

parcels of wood-ground called Chesham park, Cow pasture and Wykers wood, to have, enjoy, occupy and exercise the said office and all & singular the premises with th' appurtenances unto the said defendant and his assigns for term of his life by himself or his sufficient deputy or deputies immediately from and after the death of the said Richard Morrrys;

And the said Earl also by the said deed did grant unto the said defendant one fee of three pence by the day for th' exercise of the said office going out of the said manor;

And the said defendant after the death of the said Richard Morrrys did enter and exercise the said office, and took and received the said fee and other the profits in form aforesaid granted, by force whereof the said defendant was and is of the said premises seised in his demesne as of freehold;

And further the said defendant saith that about two years past the said complainant did enter into communication with the said defendant to buy the said office and other the premises and the deed of the said Earl made unto him for the same, and the said defendant said unto the said complainant that he should have the same for thirty pounds if he could obtain and get the goodwill and assent of Henry Golding, Robert Christmas and John Turner, esquires, officers unto the right honourable Edward, now Earl of Oxenford;

And thereupon the said defendant received ten pounds of the said complainant in part of payment of the said thirty pounds, and the said defendant delivered unto the said complainant the deed made to him, the said defendant, by the said Earl of the said office and other the premises to th' end that the said complainant might use the advice of his counsel learned in and upon the validity and goodness of the same;

And the said defendant did also grant to the said complainant that he would diligently travail unto the officers aforesaid for the purchase and obtaining of their goodwills, and thereupon as well the said defendant as also the said complainant did by divers ways and means purchase [sic for 'proceed'?] as well by their own intercession as also by the entreaty of divers of their friends to get the goodwill and assent of the officers aforesaid and of every of them;

Which they and every of them did refuse because the said complainant, having by descent from his ancestors divers parcels of land holden as well of the said John, late Earl of Oxenford, in his lifetime as also upon [sic for 'from'?] the said Edward, now Earl of Oxenford, as of the said manor of Chesham and Chesham Bury, hath and yet doth not only refuse and deny to pay & do the rents, suits(?), services and reliefs issuing out of the same due and payable as well to the said John, late Earl of Oxenford in his lifetime as also to the said Edward, now Earl of Oxenford, but also concealeth certain lands holden of the said Edward, now Earl of Oxenford, by copy of court roll as of the manors aforesaid, and at divers & sundry courts holden as well in the time of the late Earl of Oxenford as also in the time of the now Earl of Oxenford refuseth to take up the same by copy of court rolls(?) and to pay seisin(?) for his entries(?) thereunto accordingly;

Whereupon the said complainant did deliver unto the said defendant the said deed of the said Earl of Oxenford;

And the said defendant, as well upon the refusal of the said officers as also upon the redelivery of the said deed, did send to the said complainant the said ten pounds by him beforehand paid, which the said complainant did refuse to take;

Whereupon the said defendant was by the said officers commanded to retain and keep the said office and to exercise the same as heretofore he hath done, by reason whereof the said defendant doth retain & keep the said office and all other the premises as it is lawful for him to do, and did ever since the refusal and denial of the said officers retain and keep and quietly enjoy the said office with other the premises without any challenge or contradiction of the said complainant until now that the said complainant, being procured & moved with the desire of the said office for the accomplishment of his injurious practices and attempts against the ancient rights and seignory of the said Earl, hath exhibited this feigned bill to the great molestation of this defendant;

Without that there was any conclusion or agreement had or made betwixt the said complainant and the said defendant that the said complainant for the consideration of the said thirty pounds should have the deed of the said Earl and the deputation of the said office and also all the suit(?) and interest of the said defendant as well of the said fee and other the profits as also in the said office in any other sort or mean(?) than upon the condition by the said defendant above alleged;

Or that the said defendant did agree to do, perform or accomplish all such devises and assurances according to such absolute agreement as should be advised by the said complainant or by his learned counsel;

Or that the said complainant did show unto the said defendant the draught of a pair of indentures containing the substance and effect of the said agreement by the said defendant alleged;

Or that the said complainant did assent that any draught of indentures of such surmised agreement should be engrossed, or promised to enseal any such indenture;

Or that the said defendant did surmise or allege unto the said complainant that the officers of the said now Earl of Oxenford had given in commandment that all such as had any fees or offices by the grant of the said late Earl should show the same, and did thereupon require the said complainant to let him have the same to show the same unto the said officers;

Or that the said complainant did redeliver the same deed unto the said defendant upon any such suggestion made by the said complainant, but only of his free will by reason of the conditional communication condescended of betwixt the said complainant and defendant upon the premises which by the said complainant could not be compassed;

And without that there is any other thing or matter contained in the said bill of complaint material to be answered unto and by the said defendant herein not sufficiently denied, traversed, confessed or avoided is true, all which matter the said defendant is ready to answer and prove as this honourable Court will award, and prayeth as before he hath prayed.

[illegible signature of counsel]

LM: Bromley West(?)

The replication of Thomas Ashfield, gentleman, to the answer of Thomas Bacon,
defendant

The said complainant saith that his said bill is certain and sufficient in law to be answered unto and the matter therein contained or imagined to any such intent or purpose as in the said answer is untruly surmised, and that the matters and things therein contained are determinable and ought to be determined at and by th' order of this honourable Court and not otherwise;

And further doth and will aver and maintain all and every the matters and things in the said bill contained to be good, just and true in such manner and form as in his said bill they are truly alleged and declared;

Without that that the said defendant made any such agreement or conclusion with the said complainant upon any such condition that if he, the said defendant, might and should obtain or get the goodwills of the said Henry Golding, Robert Christmas and John Turner, esquires, mentioned in the said answer, that then the said complainant should have the same office and other the premises for the said sum of thirty pounds;

Or that he, the said defendant, did upon any such condition receive or take the said sum of ten pounds in the said bill and answer mentioned as in the said bill is untruly surmised;

Without that that upon the same denial so made by the officers of the said late Earl the said complainant did redeliver unto the said defendant the said deed and grant of the said late Earl;

For the said complainant saith and will aver and prove that the said defendant did without any such supposed condition make an absolute bargain of the said office and deputation thereof, and thereupon travelled into the country where the said complainant called before him divers of the tenants of Chesham in the said bill mentioned and showed and declared unto them that he had bargained and fully sold unto the said complainant the said office and other the premises with the deputation thereof, and thereupon before the said tenants did deliver unto the said complainant divers of the court rolls of the said manor;

And further the said defendant saith that he delivered the said patent upon such cause as in the said bill is disclosed and upon no other cause;

And without that that it is in any wise true that the said complainant did not show unto the said defendant the draught of the said indentures containing the substance and effect of the said agreement as in the said answer is untruly surmised;

For the said complainant saith and will aver and prove that at such time as he, the said complainant, showed the said draught unto the said defendant he, the said defendant, did offer unto the said complainant, if he would be contented to discharge and release the said defendant of the said promise, grant and agreement of the deputation of the said office, five pounds over and above the said sum of ten pounds in the said bill and answer mentioned, the which the said complainant refused, desiring the performance and accomplishment of his said bargain, whereupon it was fully condescended and agreed that the said draught should be engrossed accordingly;

And further the said complainant saith and will aver and prove at such time as the same draught was engrossed and written fair in parchment, the said defendant found fault with the same for that there was one covenant in the same contained that if the said complainant or his assigns did not occupy, exercise or enjoy the deputation of the said office and all other the premises according to the true intent and meaning of the said book, that then he, the said defendant, should pay or cause to be paid unto the said complainant the said sum of thirty pounds, saying that if he might(?) have the same covenant to be clean smitten forth of the same conveyance so that he should not stand in any wise charged thereby, he would be contented to seal and deliver the same unto the said complainant, whereupon the said complainant caused the same covenant to be clean smitten forth of the said same (illegible), and after requested the defendant to seal and deliver the same according to their said agreement, [which he, the said?] defendant refused and utterly denied;

Without that that any other matter, cause or thing in the said answer contained material to be replied unto before not traversed or denied either else confessed, (illegible) [and?] avoided is true, all which matters the said complainant is ready to aver and prove as this honourable Court shall award, and demandeth judgment, and prayeth order in the premises.