

SUMMARY: The document below is a copy of the order made in the Court of 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. For the full judgment and a more detailed discussion of the case, see TNA C 78/104, mm. 27-8.

For Henry de Vere's bill of complaint dated 30 May 1608 seeking to revive the lawsuit after Oxford's death, see TNA C 2/JasI/O1/58.

xo die ffebruarij [10th day of February]

LM: Comes

LM: The Earl of Oxon, plainant
Roger Harlakenden and
Richard Harlakenden, defendants.

Forasmuch as upon the hearing of the matter this present day in the presence of the counsel learned on both parts for and touching certain lands, tenements and tithes which the plainant by his bill seeketh to have the defendants to reassure in respect that the defendants have, by general words in a conveyance made unto him, the said Richard Harlakenden, gotten the same lands, tenements & tithes contrary to the true meaning of the said plainant;

And also for and touching the reassurance or recompense which the plainant demandeth by his said bill and replication in respect the said Roger Harlakenden, being servant unto the said plainant in the offices of surveyor of his lands and receiver of his rents, and being put in trust by special commission to sell certain lands, being the lands in question, for the plainant, procured the same to be conveyed to the said Richard Harlakenden, his son, for a lesser value by a great deal than the same lands were worth, confederating with Felton and Drawater, two of the plainant's servants, to persuade the plainant that the lands were no more worth than the said defendant offered, and promised to reassure the same upon repayment of the money which he should pay for the same, as was alleged in the part of the same complainant;

It appeared unto this Court, upon the reading of the said indenture of purchase which passed from the plainant to the said Richard Harlakenden, that the said plainant, having an intent to pass and sell to the said Richard Harlakenden but only the site and demesnes of the monastery of Earls Colne, the manor of Colne Priory, and the parsonage of Colne Priory, yet as the same indenture is drawn and made, viz., by the general words of 'all lands belonging to the same priory within and without the site thereof', there are divers lands to the value of £400 by year which the said plainant did afterwards sell or convey unto other persons conveyed unto the said Richard Harlakenden, contrary to the intent &

meaning of the said plainant, which indenture, so drawn by the means of the said Roger Harlakenden to his said son, this Court is of opinion was contrived naughtily and fraudulently, albeit the same defendants do now offer to make reconveyance thereof to those persons to whom the same have been since conveyed by the plainant, or which have since bought the same of the plainant;

It is therefore ordered and decreed that the said defendants shall reconvey the said lands to the same persons accordingly, discharged of all encumbrances done by them or either of them;

And as touching the farm of Plaistow which the defendants pretend to be parcel of the demesnes of the manor of Colne Priory, and touching the tithes of the 7 towns, viz., of the town of Sible Hedingham, Stansted, Maplestead, Aldham and Bures in the county of Essex, Lavenham and Aldham in the county of Suffolk, which the defendant Roger Harlakenden, now present in Court, being interrogated by the Lord Keeper whether the same tithes were parcel or belonging to the said rectory or not, affirmed that he knew not whether the same tithes were parcel of the said rectory or parsonage or not;

Therefore and forasmuch also as the said defendants have not now made any proof either that the said farm of Plaistow is parcel of the demesnes of the said manor of Colne Priory, or that the tithes of the said seven towns are parcel of the said rectory of Colne Priory, as they seemed to pretend, and yet by general words in their conveyance the same are passed unto them, it is therefore ordered and decreed that the said plainant, his heirs and assigns, shall and may from henceforth have, hold and quietly enjoy the said farm of Plaistow and the tithes of the said seven towns without let or interruption of the defendants or either of them, or any claiming from, by or under them or any of them, or by their or either of their means or procurement, until they shall show and prove in this Court better matter to the contrary;

And as touching the reassurance or recompense which the plainant demandeth in respect of the promise of the said Roger Harlakenden, and for that he was by the deceit and fraud of the said Roger Harlakenden and the confederacy aforesaid with Felton & Drawater, as he supposeth, drawn to sell and convey the said lands to his the said Roger his son at a less value by a great deal than the same lands were worth, this Court thinks not fit now to proceed to the hearing & ordering of that point, but doth order that either of the said parties shall make true breviates touching their proofs of that point, as also touching the promise of reassurance made by the defendant Roger to the plainant, as he supposeth, and that either party shall see the briefs of the other, to the end that nothing shall be inserted therein but that which is true as it stands proved in Court, and then the same briefs shall be delivered to the Lord Keeper, who will be pleased to have the opinion of some of the Lord Chief Justices how far-forth this court may give relief to the plainant touching his said demand. Hul.

Signatur manu Domini Custodis [=Signed by the hand of the Lord Keeper]