SUMMARY: The report below by Sir James Dyer (1510-1582) concerns the Queen's claim against Oxford in 1571 for a remainder interest in revenues from lands in which the 16th Earl's widow, Margery Golding, Countess of Oxford, who died on 2 December 1568, had held a life estate as her jointure. It is taken from Baker, J.H., ed., *Reports from the Lost Notebooks of Sir James Dyer* (London: Selden Society, 1994), pp. 196-8. Baker's version of Dyer's report is based chiefly on Inner Temple MS Petyt 511/13, fo. 53r-v (referred to as 'I' in the headnote below), collated with Hertfordshire Record Office, Verulam MS XII.A.6A, ff. 5r-6. Baker's headnote to the case reads:

270. THE EARL OF OXFORD'S CASE

Court of Wards. Record: Order Book, WARD 9/518 (traverse tendered 7 Feb. 1571; continued on 5 May and 25 June 1571); IND 1/10219 (licence to traverse, Mich. 1573). A cross-reference in Dyer 96b dates it Mich. 12 Eliz. ('Et M. 12 Eliz. fol. pur le pluis que tierce part distr' en garde del terre le counte de Oxen.'), but both the position in 'I' and the dates in the Order Book indicate this term, when the traverse was tendered. Perhaps, therefore, 'I' conflates two separate entries.

The Record Order Book shows that traverse was tendered on 7 February 1571, and that the case was continued on 5 May and 25 June 1571. The dates given in the Court of Wards Record Order Book thus indicate that the case began in Hilary term 1571 (i.e. between 23 January and 12 February), while Oxford was still a ward, and continued in Trinity term, after he had come of age on 12 April 1571. Confusingly, there are also a licence to traverse (IND 1/10219) in Michaelmas term, 1573, and a cross-reference in Dyer which would date the present case to Michaelmas term in 12 Elizabeth, i.e. 1570. The law-French of the cross-reference in Dyer ('Et M. 12 Eliz. fol. pur le pluis que tierce part distr' en garde del terre le counte de Oxen') gives the gist of the case, i.e. that the present case involved a claim for more than a third part of the Earl of Oxford's lands while he was a ward.

The gist of the case is also stated in TNA SP 12/66/47, f. 135:

The Earl of Oxford his Case

Item, by Act of the Parliament in the 5th year of the reign of King Edward the Sixth all the lands of the late Earl of Oxford were assured to the use of himself for term of life without impeachment of waste, and after to the use of his eldest issue male of his body lawfully begotten and of the heirs males of the body of that issue male begotten, and for default of such issue to the use of the right heirs of the said late Earl forever.

Item, in the same Act authority is given to the said late Earl to assign to the Countess, his wife, for term of her life certain manors, lands and tenements for her jointure etc.

Item, the late Earl did accordingly assign unto her manors and lands to the yearly value of £471 19s 5-1/4d.

Item, by the death of the late Earl there came to the now Earl lands and tenements not assigned to the late Countess nor limited to the performance of the last will of the late Earl nor otherwise disposed amounting to the yearly value of £343 6s 5-1/4d over and besides a full third part of the whole lands to the Queen's Majesty during the nonage of the now Earl.

Item, sithence that time the said Countess is dead.

The question is:

Whether the Queen's Majesty ought to have the said £343 6s 5-1/4d yearly sithence the death of the said late Earl during the nonage of the said now Earl, and the said lands of the yearly value of £471 19s 5-1/4d from the death of the said late Countess during the wardship of the now Earl over and besides a full third part which her Majesty hath already, or not?

TNA SP 12/66/47, f. 135 thus clearly indicates that at the time of its preparation in February 1570 the Queen had made two separate and distinct legal claims against Oxford, one for £343 6s 5-1/4d per annum for the entire nine years of his wardship for lands which Oxford had inherited in tail, principally Colne Priory and the office of Lord Great Chamberlain, and the other for £471 19s 5-1/4d per annum for the revenues from the date of his mother's death for the lands which had comprised her jointure. Both of these claims, as indicated in TNA SP 12/66/47, were in addition to her 'thirds', i.e. in addition to the third part of the revenues from Oxford's total landed inheritance which the Queen had already taken and which she had granted to Leicester by indenture dated 22 October 1563 (see TNA WARD 8/13, Part 25).

It is not entirely clear from Dyer's judgment below whether both these claims were before him. Although Dyer devotes almost his entire judgment to the difficult legal questions posed by the Queen's claim for the revenues from the lands which had comprised Margery Golding's jointure, he alludes very briefly at the end of his judgment to the Queen's claim for revenues from lands which Oxford had inherited in tail. It thus seems possible that both claims were before him.

The first part of Dyer's judgment below consists of a statement of the facts of the case as they were originally argued by the lawyers acting for the Queen and for Oxford. The second part of the judgment, which is in law-French (the corrupt variety of French used in English law-books), consists of Dyer's analysis of the legal arguments, his judgment against the Queen on the issue of the revenues from Margery Golding's jointure and (apparently) in favour of the Queen on the issue of revenues from lands which Oxford had inherited in tail, and a record of the positions taken by all the judges and officials of the Court of Wards who rendered their opinions on the case.

Although Oxford had come of age on 12 April 1571, he was not granted licence to enter on his lands until 30 May 1572 (see TNA C 66/1090). This lawsuit may have been the

cause for the delay. It seems unlikely that the Queen would have granted Oxford licence to enter on his lands before all outstanding issues concerning the value of the wardship to her had been resolved.

As Dyer's judgment indicates, the Queen's claim involving the revenues from Margery Golding's jointure turned on the interpretation of the provisions of the private Act of Parliament of 23 January 1552 (see HL/PO/PB/1/1551/5E6n35). The 'ancient entails' by which the lands and offices of the Oxford earldom had descended in former times (see TNA C 54/626 and TNA PROB 11/17, ff. 82-90), and by which the 16th Earl himself had inherited them, had been cut off when the Protector Somerset extorted the 16th Earl's lands from him by a fine of 10 February and 16 April 1548 (see TNA E 328/403). The fine included all the lands of the Oxford earldom with the exception of the 16th Earl's lands in Chester, his lands in Langdon Hills and Wennington, and the lands comprised in King Henry VIII's grant of Colne Priory to John de Vere (1482-1540), 15th Earl of Oxford, and his heirs by letters patent dated 22 July 1536 (see TNA C 66/668, mbs. 26-27, and ERO D/DPr/631). After Somerset's execution, the 16th Earl's lands were restored to him by the private Act of Parliament of 23 January 1552. The Act provided that the fine which Somerset had extorted from the 16th Earl was now deemed to be to the 16th Earl's use. Thus, the lands comprised in the fine were now held by the 16th Earl subject to the Act of Parliament.

Because the 16th Earl now held all his lands with the exceptions noted above subject to the Act, and because he had not been able to provide a jointure for his second wife, Margery Golding (d.1568), when he had secretly married her on 1 August 1548 at the time of Somerset's extortion, the Act included a clause authorizing the 16th Earl to assign specified lands in his will to his wife as her jointure:

Provided always and that it may be enacted by the authority aforesaid that the said now Earl by his last will & testament in writing sealed with his seal of arms & subscribed with his hand shall have full power & authority by virtue of this Act to assign, limit & appoint to his lawful wife overliving him for the term of her natural life to & for her jointure the manors, lands & tenements of Tilbury, Downham, Easton Hall, Netherhall in Gestingthorpe, Garnons in Tendring, & Brownes tenement in Toppesfield in the county of Essex or as many of them as shall please the said Earl to assign, and the manors of Easton Maudit, Thorpe Malford & Marston Trussell in the county of Northampton, & Bilton in the county of Warwick, or as many of them as it shall please the said Earl to assign to any such his wife, and that then after the decease of the said Earl & after the said limitation, assignment & appointment of the said jointure shall be made in writing sealed & subscribed as is aforesaid, the said lawful wife of the said now Earl overliving him shall & may have, hold & enjoy during her life all & every the aforesaid manors, lands & tenements comprised within this proviso or so many of them as shall be comprised in any such will in writing sealed & subscribed by the said now Earl as is aforesaid, and that the same jointure shall be a full recompense & satisfaction of all the jointure & dower that the said lawful wife of the said now Earl overliving him may or can challenge, claim or demand after the death of the said now Earl of, in or to any of the honours, castles, manors, lands, tenements or hereditaments of the said now Earl during

the marriage between him & the same his lawful wife overliving him, the remainder thereof over in manner & form as the same should have gone by & in this Act before limited & appointed if this proviso had never been had or made;

In his will of 21 December 1552 (see BL Stowe Charter 633-4), the 16th Earl complied with the Act by assigning the lands specified in the Act to his wife as her jointure, but supplemented her jointure by adding to it four of the properties which he had been authorized to alienate by another clause in the Act – Lamport in Northamptonshire, Paynes in Pentlow in Essex, and Munslow with the members, and Norton in Hales in Salop:

And by virtue of one Act in the Parliament holden at Westminster in the fifth & sixth year [=1552] of the reign of our said most gracious Sovereign Lord King Edward the Sixth provided, I will and bequeath to my right loving & well-beloved wife, the Lady Margery, Countess of Oxenford, and in full & perfect recompense, allowance & satisfaction of all such her dower as she or any other in her name or for her can or may at any time hereafter have, challenge or demand in, out or by reason of any manner of freehold lands, tenements or hereditaments which were mine or unto me at any time during the marriage of or espousals between me, the said Earl, and the said Lady Margery, Countess, my wife, had or celebrated, the manors of Tilbury next Clare, Downham, Easton Hall, Netherhall in Gestingthorpe, Garnons in Tendring, & Brownes tenement in Toppesfield in the county of Essex, and the manors of Easton Maudit, Thorpe Malford, Marston Trussell & Lamport with th' appurtenances in the county of Northampton, the manor of Bilton with th' appurtenances in the county of Warwick, all & singular the lands & tenements called Paynes in Pentlow, and all & singular the manors & hereditaments called Munslow with the members & Norton in Hales in the county of Salop [=Shropshire], and if the same manors & hereditaments in the said county of Salop be aliened by me, the said Earl, before my decease, then I will unto my said wife all & singular such rents as I shall be entitled unto in or out of the same manors & hereditaments or any of them in the said county of Salop, to have and to hold all the same manors and other the premises with all & singular their appurtenances unto my said wife & her assigns for term of her life in the name and for her jointure in full recompense and allowance of her dower as is before expressed & declared;

Ten years later, on 28 July 1562 (see PROB 11/46, ff. 174v-6), the 16th Earl made a new will, and again supplemented his wife's jointure:

And by virtue of one Act of Parliament holden at Westminster in the fifth and sixth years [=1552] of the reign of the late King of famous memory, Edward the Sixth, provided, I will and bequeath to my right loving and well-beloved wife the Lady Margery, Countess of Oxford, in part of a recompense of and for all such her dowry as she or any other in her name or for her can or may at any time hereafter have, challenge, or demand out of any of my lands or tenements, except such as I have given unto her being contained in a late deed of entail, the manors of Tilbury next Clare, Downham, Easton Hall, Netherhall in Gestingthorpe, Garnons in Tendring, and Brownes tenement in Toppesfield in the county of Essex, and the manors of Easton Maudit, Thorpe Malford and Marston Trussell

with their appurtenances within the county of Northampton, and the manor of Bilton with th' appurtenances in the county of Warwick, and all and singular the lands and tenements called Paynes in Pentlow with th' appurtenances, to have and to hold all and singular the said manors and other the premises with all and singular their appurtenances unto my said wife for the term of her life;

This clause complies with the Act in that it includes the specified lands which the 16th Earl was authorized under the Act to assign in his will to Margery Golding as her jointure. But the 16th Earl again supplements her jointure. The clause states that the 16th Earl had again assigned Paynes in Pentlow to his wife (one of the properties which the Act had authorized the 16th Earl to alienate), and alludes to lands which the 16th Earl had given to her under 'a late deed of entail', a reference to the indenture which the 16th Earl had entered into on 2 June 1562 (see TNA C 54/626). The indenture provides for life estates for Margery Golding, not merely in the lands specified in the Act, but also in the manors of Barwicks, Scotneys, Gibcrack and Fingrith in Essex, Fowlmere in Cambridge, and Warmingham, North Rode, Blacon, Ashton, Willaston and the Gate of Westchester in Chester. In that regard, it should be noted that while the manors of Barwicks, Scotneys, Gibcrack, Fingrith and Fowlmere were included in the fine extorted from the 16th Earl by Somerset, the manors of Warmingham, North Rode, Blacon, Ashton, Willaston and the Gate of Westchester were not included. In consequence of their omission from the fine, these lands in Chester were not governed by the Act, a circumstance which may have had some influence on Sir James Dyer's judgment, although he does not mention it.

As a result of the combined provisions in the 16th Earl's will of 28 July 1562 and his indenture of 2 June 1562, Margery Golding's jointure was now valued at £444 15s per annum (see TNA WARD 8/13).

It was this £444 15s per annum which was the subject of one of the Queen's two claims against Oxford in the case under consideration by Sir James Dyer. The clause quoted earlier from the private Act of Parliament of 23 January 1552 states that after Margery Golding's death, the remainder interest in the lands which had constituted her jointure was to be dealt with according to the other relevant clauses in the Act as if the proviso involving Margery Golding's jointure 'had never been had or made'. The Queen's position appears to have been that since Oxford was still her ward at the time of Margery Golding's death on 2 December 1568, this proviso in the private Act of Parliament of 23 January 1552 would cause the remainder to fall into wardship after Margery Golding's death under a clause in the Statute of Wills of 1540 (32 Henry VIII c.1):

XVII. (3) And saving also to the King our sovereign lord, his heirs and successors, the reversion of all such tenants in jointure and dower, immediately after the death of all such tenants, if they shall happen to die during the minority of the King's wards.

The Queen also apparently based her claim on a saving clause in the private Act of Parliament which preserved the King's right to wardship on the same basis as would have

been the case had the 16th Earl been 'seised of his lands in fee simple and had died seised of the third part thereof in fee simple':

Provided always and be it enacted by the authority aforesaid that the King our Sovereign Lord, his heirs & successors, and all & every other person & persons of whom the premises or any parcel thereof be holden by any rent or service, shall have & enjoy all & singular such rents, tenths, tenures, seigniories & services, wardships, liveries & primer seasons of, in, out & to the premises & every parcel thereof as our said Sovereign Lord the King, his heirs & successors, and the said other person & persons & their heirs & every of them ought, might or should have had as if the said now Earl were thereof seised in fee simple and should die of the third part thereof seised in fee simple;

The words 'as if the said now Earl were thereof seised in fee simple and should die of the third part thereof seised in fee simple' refer to 'The bill concerning the explanation of wills' passed in 1542-3 (34-5 Henry VIII c.5) which defines the words 'estate of inheritance' under the Statute of Wills of 1540:

Which words of estate of inheritance, by the authority of this present parliament, is and shall be declared, expounded, taken and judged of estates in fee-simple only.

The words used by the framers of the Act thus indicate that they had the Statute of Wills, and the Crown's rights under that statute, clearly in mind.

The point at issue, therefore, was how much revenue from Oxford's lands the Queen could claim. Was she entitled merely to a one-third interest in the revenues from the whole of the 16th Earl's lands as they stood at the time of the 16th Earl's death, or was she entitled to a one-third interest in the revenues from the whole of the 16th Earl's lands as they stood at the time of the 16th Earl's death, plus a remainder interest in some of those same lands which Oxford happened to inherit during his wardship because of his mother's death? When the legal issue is put in these terms, the unfairness of the Queen's position is glaringly evident. Having already taken the one-third interest in the revenues from all the 16th Earl's lands at the time of his death to which she was legally entitled, the Queen was now claiming, in addition, a remainder interest in a portion of the revenues from the other two-thirds of the 16th Earl's lands.

Sir James Dyer's judgment below turns firstly on his interpretation of the saving clause quoted above preserving wardship, as well as on the general saving clause which preceded it in the Act, which reads:

Saving to all & every person & persons, bodies politic & corporate, to their heirs, successors, executors & assigns & every of them, & to the heirs, successors, executors & assigns of every of them other than the King's Highness, his heirs, successors & executors, & other than the said late Duke of Somerset, Sir Thomas Darcy, Lord Darcy of Chiche, Sir Michael Stanhope, John Lucas, Lord Henry, son to the said late Duke, Lady Katherine, daughter of the said now Earl, the sons of the said late Duke & every of them, & their heirs & the heirs of their bodies and the heirs of every of them and the heirs of

the body of any & every of them, & other than such person & persons as be named or mentioned in the said Act made in the said 32nd year of the reign of King Henry the Eight & their heirs & the heirs of every of them and the heirs of the bodies of any of them & of every of them, & other than their executors & administrators and the executors & administrators of every of them, and other than such person & persons & their heirs & successors and the heirs & successors of every of them of whom the premises or any part thereof is holden by any rent or service, & other than the said Aubrey Vere & Geoffrey Vere during their lives & the life of every of them, all such estate, possession, interests, right, title, use, claim, challenge & demand as they or any of them have, ought or might or should have had of, in or unto the said honours, manors, lands, tenements & other the premises or any part or parcel thereof at any time before the making of this Act and as if this Act had never been had or made;

Construing the two saving clauses together, Dyer was of the opinion that the King's rights, lost in the general saving clause, were preserved in both the present and the future by the specific saving clause, that is, the King's right to rents and services to which he was entitled from any of the 16th Earl's lands was preserved during the 16th Earl's lifetime, while the King's prerogative right to wardship, livery and primer seisin was preserved after the 16th Earl's death as though the 16th Earl had died seised of a third part of his lands in fee simple, a clear reference to the Statute of Wills and 'The bill concerning the explanation of wills'. Dyer therefore concluded that it was the intention of the makers of the Act that 'no more than the third part of the whole should be in ward' after the 16th Earl's death.

Dyer then turned his attention to the clauses in the Act governing the life estates of the 16th Earl's wife and brothers, finding that since after their deaths the remainder went to Oxford under the other provisions of the Act as though the clauses for the life estates of the 16th Earl's wife and brothers 'had never been had or made', Oxford therefore took these lands as 'purchaser, and not as heir by descent'. This finding was crucial to the outcome of the Queen's claim for the revenues from Margery Golding's jointure. In legal terms a 'purchaser' is someone who acquires land in any way other than by inheritance, and as Dyer indicates, Oxford had not acquired the lands which had comprised his mother's jointure by inheritance. Had he done so, the revenues from his mother's jointure might have fallen within the clause in the Statute of Wills of 1540 apparently alluded to, but not quoted by, Dyer:

XVII. (3) And saving also to the King our sovereign lord, his heirs and successors, the reversion of all such tenants in jointure and dower, immediately after the death of all such tenants, if they shall happen to die during the minority of the King's wards.

Having decided against the Queen with respect to her claim for the revenues from Margery Golding's jointure after her death (a relatively small sum), Dyer appears to find in favour of the Queen, at least in part, on her much larger claim for all the revenues during Oxford's entire wardship from the lands which he had inherited in tail. Because Dyer deals with this second claim by the Queen so summarily, it is not entirely clear

whether it was before him for judgment at the time, or whether he merely made the point as an aside. In either case, his finding is straightforward:

But of all the lands that were given in tail by King Henry 8, the Queen shall have the whole in ward etc. But that is not within the case of this statute.

Dyer's comment 'but that is not within the case of this statute' apparently refers to the fact that the lands (principally Colne Priory) granted in tail to John de Vere (1482-1540), 15th Earl of Oxford, and his heirs were not included in the fine of 10 February and 16 April 1548 which Somerset extorted from the 16th Earl. In consequence, the lands comprising Henry VIII's grant of Colne Priory to the 15th Earl were not covered by the private Act of Parliament of 23 January 1552 which rectified Somerset's extortion, and the preceding legal argument was not applicable to them.

It was therefore the opinion of Sir James Dyer that Oxford, not the Queen, was entitled, after Margery Golding's death, to the remainder interest in the revenues from the lands which had comprised her jointure, but the Queen was entitled to have the whole of the lands given in tail in Henry VIII's grant of Colne Priory in wardship. Dyer was joined in this opinion by Thomas Wilbraham, Attorney of the Court of Wards, and later by Justices Walsh and Southcote. The complexity of the legal issues involved, and the Queen's apparent reluctance to accept Dyer's initial decision, is indicated by the fact that the case was argued three times.

For a discussion of the 'statute made anno 32 Henry 8' referred to by Dyer in his judgment below by which the 16th Earl's lands were entailed to Somerset and his heirs 'by a metamorphosis', see HL/PO/PB/1/1551/5E6n37.

It would appear that Dyer's judgment is reflected in the Queen's licence to Oxford to enter on his lands of 30 May 1572. The licence makes no mention of the saving clause in the Act which preserved the King's right to wardship. Rather, the licence states that the basis of the Queen's claim to Oxford's wardship was that his father, the 16th Earl, had held lands from the Queen in chief by knight service ('which certain John, late Earl of Oxenford, held of us in chief by knight service on the day on which he died'). Although the particular lands held by the 16th Earl as tenant in chief by knight service are not specified in the licence, this wording suggests that in the end the Queen grounded her claim to Oxford's wardship, not on the saving clause in the private Act of Parliament of 23 January 1552, but on the above-mentioned grant of Colne Priory to John de Vere (1482-1540), 15th Earl of Oxford, and his heirs by King Henry VIII's letters patent dated 22 July 1536.

Comes Oxonie
5 Edward 6

King Edward 6, having knowledge by information of his Council of the great spoil and disherison of John, late Earl of Oxford, by the circumvention, commination, coercion and other undue means of Edward, late Duke of Somerset, governor of the King's person and Protector of the realm and people, practised and used in his time of his greatest power and authority with the said Earl whereby all ancient lands and possessions of the earldom of Oxford within the realm were conveyed by fine and indenture anno 2 Edward 6 [=1548] to the said Duke in fee, and yet indeed by a metamorphosis entailed to him and his heirs begotten on the Lady Anne, his wife, by force of a statute made anno 32 Henry 8 [=1540], with divers remainders over, was pleased that it [-be] should be enacted by authority of Parliament that the said indenture of conveyances should be utterly void, and that the said fine should be deemed to be to the use of the same Earl for term of his life without impeachment of waste, the remainder in use to the eldest issue male of his body lawfully begotten, [+and to the heirs male of the body of that issue male lawfully begotten], and for default of such issue to the use of the right heirs of the said Earl forever, and to no other uses save to all persons other than the King and his heirs and successors and all other lords and their heirs of whom any of the said lands were holden, such right etc., which exception was to take away th' escheats or wardships that might grow to the King or other lords by th' attainder of felony of the said Duke or by his death, dying seised but of a state tail, as doth appear by the Act.

And by the same Act certain [+manors] are appointed unto 2 of the brethren of the said Earl and their wives for term of their lives, and of certain other manors authority given to the Earl to make a jointure by his last will in writing sealed and subscribed to his wife for term of her life, and of some others to dispose to his executors for the term of 20 years after his death for paying of his debts and performing of his will, and after those estates ended, the same lands to go and [+remain] to the said Earl for term of his life, the remainder over as is afore expressed, and of some part authority given to alien and sell it forever in his lifetime, [+with] this proviso and enacting towards the end of th' Act, videlicet, that the King, his heirs and successors, and all other persons of whom the premises or [+any] parcel thereof be holden by any rent or services shall have and enjoy all and singular such rents, (tenths, tenures, seignories et services), wardships, liveries and primer seisins of, in, out [+of], and to the premises and every parcel thereof as the said King, his heirs and successors, and the said other persons and their heirs and every of them ought, might or should have had as if the said Earl were thereof seised in fee simple, and should die of the third part thereof seised in fee simple. At the making of which Act the Earl had issue his eldest male Edward, now Earl of Oxford, being yet within age and both for his body and a third part of all the premises in ward to the Queen. And the said John, Earl, did appoint by his last will according to the Act the said lands to his wife for term of her life for her jointure and dower, who is lately deceased. Whether the reversion or the remainder thereof shall be to the Queen during the minority of the now Earl, or else to himself, is the query.

And this term the case hath been substantially argued by Anderson, Bromley, Solicitor, and Gerrard, Attorney-General, for the Queen, and by Yelverton, Wilbraham, and Plowden for the Earl. And afterwards by Manwood, sergeant, and by Wray and Barham, the Queen's sergeants.

Et semble a moy que nient plus que le 3 parte del entier serra en garde per lentention des fesors del act et proviso, et le [construction] de ceo doit devider les parolls et sentences, scilicet a 2 temps, le present et le future, car les rentes et services del terre sont saves per le proviso [quex] awterment fueront ales per lexception en le generall savinge devant en le present temps, scilicet la vie le pere. Tamen quere hoc bien. Et pur ceo le copulative, and refiert, que serve le turne pur toutes awters cybien [come] pur le roy, mes pur le remnant, scilicet wardships, liveries et primer seisins, quex sont tantum al roy et a nul [auter] sont future, scilicet sur un contingent al mort le pere, [a] que un similitude ou resemblance dun murrant seisi in fee simple del 3ce parte tantum de lentier refiert et [a ceo] ne poit lentier sentence pur rentes, services, wardships etc. ester referre, car donques apres le mort le tenure et services de 2 partes sont ales et le seignory et services save forsque en un 3ce parte, que nest lentention etc.

Item, le remnant de toutes les particular estates et interests de les freres execute et feme del pere est expressement appoint al pere durant sa vie, le remainder al fitz etc. ut supra, et issint per lact il serra adjudge eins come purchassor et nemi come heire per discent selonque le proviso en lestatut de 32 H. 8, c. 1, que limit le reversions (des jointeresses et dowagers) descend al heire durant son minoritie destre en gard etc.

Item, semble que le meaninge del roy fuit daver forsque le 3ce parte en gard de tout, le quel il ne puit aver si le pere ust alien ou departe ove ceo que il [avoit] auctoritie et libertie de faire par lact, car de ceo parte le wardship duist ester perde, per que etc. Mes de toutes les terres quex fueront donnes en taile per le Roy Henry 8, le roigne avera lentier en gard etc. Mes ceo nest deins le cas de cest stattut.

Et de ceo oppinion fuit Wilbram, ore atturnie del Court de Wardes. Mes loppinion de Kelawaie, surveior des Liveries, et de tout le councell de eadem curia, et loppinion de Saunders Cheife Baron et de Seignior Burlie master del Wardes, in interiori camera ejusdem curie, termino Trinitatis proximo, fuit contra Wilbram et Dier. Mes apres le matter fuit ordered per assent del roigne que loppinion de Justice Walshe et Justice Southcote serroit examine en le cause les queux done lour oppinions ove Dier et Wilbram, et accorde a ceo le matter fuit [la] decree et order.

[=And it seemed to me that no more than the third part of the whole should be in ward by the intention of the makers of the Act and proviso, and the [+construction] of it ought to divide the words and sentences, namely into two tenses, the present and the future, for the rents and services of the land are saved by the proviso [+which] otherwise would be gone by the exception in the general saving before in the present tense, namely, [+during] the life of the father (nevertheless, query this well), and to this the copulative ‘and’ refers, which serves the turn for all others as well as for the King, but for the rest, namely wardships, liveries and primer seisins, which are only to the King, and to none [+other] are future, namely upon a contingency of the father's death, [+to] which a likeness or resemblance to a dying seised in fee simple of the third part only of the whole refers, and to this the whole sentence 'for rents, services, wardships etc.' cannot refer, for then after

the death the tenures and services of two-thirds are gone, and the lordship and services saved only in a third part, which is not the intention etc.

Item, the rest of all the particular estates and interests of the brothers executed, and of the father's wife, is expressly appointed to the father during his life, remainder to the son etc. as above, and thus by the Act he shall be adjudged in as purchaser, and not as heir by descent according to the proviso in the statute of 32 Henry VIII c. 1 which limits the reversions [+of jointresses and dowagers] descending to the heir during his minority to be in ward etc.

Item, it seems that the meaning of the King was to have only the third part of the whole in ward, which he cannot have if the father had aliened or parted with it, which he [+had] authority and liberty to do by the Act, for of that part the wardship ought to be lost; and so, etc. But of all the lands that were given in tail by King Henry 8, the Queen shall have the whole in ward etc. But that is not within the case of this statute.

And of that opinion was WILBRAHAM, now Attorney of the Court of Wards. But the opinion of KEILWAY, Surveyor of the Liveries, and of the whole counsel of the same court, and the opinion of SAUNDERS, Chief Baron, and of Lord BURGHLEY, Master of the Wards, in the inner chamber of the same court the following Trinity term was against WILBRAHAM and DYER. But afterwards the matter was ordered by assent of the Queen that the opinion of WALSH and SOUTHCOTE, JJ., should be examined in the cause, who gave their opinions with DYER and WILBRAHAM, and accordingly the matter was there decreed and ordered.]