

SUMMARY: The document below is the answer of Roger Harlakenden (1539?-1603) to Oxford's bill of complaint alleging that Harlakenden had in his possession evidences belonging to Oxford. For Oxford's bill of complaint initiating this lawsuit in the Court of Chancery, see ERO D/DPPr/425.

It appears clear from Harlakenden's answer below that he did, in fact, have evidences rightfully belonging to Oxford in his possession, and that he had wrongfully detained them for many years. Harlakenden's answer is filled with evasions by which he seeks to avoid the central issue, which is the fact that he is still detaining in his possession numerous evidences of Oxford's to which he has no legal right. He first mentions evidences now lawfully in his possession as a result of his purchase from Oxford of the manor of Earls Colne in 1584 and of Colne Priory in 1592. It is clear that Oxford's bill of complaint does not concern evidences relating to the manor of Earls Colne, so Harlakenden is merely creating fog. Harlakenden then mentions Oxford's warrant authorizing him to transfer evidences in his possession relating to Castle Hedingham after Lord Burghley had purchased Castle Hedingham from Oxford in 1591. Harlakenden did not fully comply with this warrant, and excuses himself by stating that Lord Burghley had employed him as his receiver for Castle Hedingham, and that he therefore retained some of the evidences relating to Castle Hedingham and need only answer to Lord Burghley, now deceased, and his heirs for those evidences. Harlakenden then creates additional fog by referring to a warrant of Oxford's concerning evidences relating to the manor of Barwick Hall and the rectory of White Colne which were fraudulently included by Harlakenden in the sale of Colne Priory, but subsequently sold by Oxford to Jerome Weston. Harlakenden claims that he 'hath delivered and is to deliver' these evidences, indicating that years after the event he has still not fully complied with Oxford's warrant directing that Harlakenden turn over to Jerome Weston evidences rightfully belonging to Weston as the new purchaser of Barwick Hall and the rectory of White Colne. Harlakenden then mentions Oxford's warrant of 18 October 1593. It would appear that the two earlier warrants concerning Castle Hedingham and Barwick Hall had been delivered to Harlakenden before Oxford was fully aware of the extent of Harlakenden's fraud in the sale of Colne Priory. By the time of the third warrant of 18 October 1593, Oxford was well aware that Harlakenden had defrauded him in the sale of Colne Priory, and requested that all his evidences be returned by Harlakenden, whatever their subject matter might be. Again, Harlakenden's answer indicates that he did not fully comply. He turned over a few documents to Oxford's servant, Simon Ive, at the time, but now claims that a 'new search' has revealed others, some concerning Oxford's manor of Bretts, some concerning the office of Lord Great Chamberlain, and doubtless others which Harlakenden does not specify. Harlakenden states that he is ready to turn these documents over to the court if the court so orders.

It would appear that after having sued Harlakenden for fraud in the sale of Colne Priory and having obtained partial judgment in his favour in 1599, Oxford instituted this second lawsuit because he had over time come to realize that Harlakenden had many evidences belonging to him which he required either for his own use or so that he could turn them over to those who had purchased lands from him.

Although Oxford's bill of complaint in this suit is undated, Harlakenden's answer was filed after Lord Burghley's death on 4 August 1598 since Harlakenden twice refers in his answer to the 'late Lord Burghley'. As mentioned earlier, Harlakenden states that after purchasing Castle Hedingham from Oxford in late 1591, Lord Burghley appointed Harlakenden as his receiver for that property. This appointment may have played some part in Oxford's decision to commission Harlakenden to sell Colne Priory for him. For Oxford's commission to Harlakenden dated 9 January 1592 for the sale of Colne Priory, see ERO T/B 177/4. For the partial judgment rendered by 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, see TNA C 78/104/17.

The outcome of the present suit is unknown. Roger Harlakenden died on 1 January 1603, and Oxford on 24 June 1604.

The transcript below was originally prepared from a transcript on the Earls Colne Project Database website which contains a number of transcription errors, and was corrected against an original-spelling transcript made by Christopher Paul.

The answer of Roger Harlakenden, esquire, defendant, for (torn) to the bill of complaint of the right honourable Earl of Oxford, complainant

The said defendant by protestation not confessing or acknowledging anything in the said bill of complaint contained material or effectual for him, the said defendant, to answer unto to be true in such manner and form as the same is in and by the said bill of complaint set forth and alleged, and saving to himself now and at all times hereafter all advantage of exception to the uncertainties & insufficiencies of the said bill, for full and perfect answer hereunto for as much as concerneth him, this defendant, he, this defendant saith that the said complainant by indenture bearing date the 15th day of September in the six and twentieth year [=15 September 1584] of the reign of our Sovereign Lady the Queen's Majesty that now is made between him, the said complainant, on the one part, and the said defendant on thother part, in consideration of a great sum of money to him by the said defendant paid, did bargain and sell to the said defendant & his heirs and assigns the manor, lordship and or seigniory of Earls Colne in the county of Essex with all rights, members and appurtenances thereunto belonging or appertaining, and also all the charters, evidences, writings, muniments, rentals, court rolls and terriers of or concerning the said manor, lordship and or seigniory or in any wise belonging or appertaining to the same or to any part or parcel thereof, as by the said indenture whereunto this defendant for more certainty referreth himself it doth or may appear;

By virtue whereof the said defendant was & yet is lawfully seised in his demesne as of fee of and in the same manor, lordship & or seigniory of Earls Colne and of all other the

premises to him bargained and sold by the said indenture of bargain and sale as aforesaid, and also was and yet is lawfully possessed of and in all the charters, evidences, writings, muniments, rentals, court rolls and terriers as did come to the said defendant's hands by reason of the said bargain & sale touching the said manor or lordship & or seigniorie of Earls Colne and premises therewith bargained & sold by the said indenture or any part or parcel thereof, all which the said defendant doth detain and keep to and for his own use for the maintenance & preservation of his right and title of inheritance to the same manor and lordship, seigniorie and premises, as lawfully he may do;

And the said defendant further saith that the said complainant did likewise by one other indenture bearing date the seventh day of February in the four and thirtieth year [=7 February 1592] of her Majesty's said reign made between the said complainant on the one part, and one Richard Harlakenden, the said defendant's son, on the other part, in consideration of a great sum of money to him paid by the said defendant and his said son, bargain & sell to the said Richard Harlakenden, his heirs and assigns, the site of the late house, priory or monastery of Earls Colne in the said county of Essex and the manor or lordship of Colne Priory with all the rights, members and appurtenances thereunto belonging and also the rectory or parsonage of Earls Colne and divers other messuages, lands and tenements in the same indenture mentioned, together also with all and all manner of deeds, charters, evidences, letters patents(?), writings, escripts and muniments concerning the same manor, rectory and premises only or any part or parcel thereof, as by the same indenture more at large it doth and may appear, whereunto for more certainty thereof this defendant referreth himself;

By virtue whereof the said defendant by assent of the same the said Richard Harlakenden, his son, had to him delivered for the use and behoof of the same Richard's interest, charters, evidences, writings, muniments, rentals, court rolls and terriers which only concerns the said last-mentioned premises or only some part or parcel thereof, all which the said defendant likewise hath and doth keep and detain for the use of the said Richard Harlakenden, his son, and for the better preservation & maintenance of the said Richard Harlakenden his title and interest to the said premises so to him bargained and sold by the said complainant as aforesaid;

And the said defendant further saith that the said complainant did by good conveyance and assurance in law, as he taketh it, bargain, sell, convey and assure to the right honourable the late Lord Burghley, late Lord High Treasurer of England, or to some other person or persons by his appointment the inheritance of [+the?] honour, manor, castle and parks of Hedingham & of divers other manors in Castle Hedingham & Hedingham Sible in the said county of Essex and of the late-dissolved priory or nunnery of Hedingham with all the lands, tenements and hereditaments unto the said honour, manor, priory or nunnery belonging or appertaining, and also all other evidences, charters, rentals, court rolls and other writings touching or in any wise concerning the same or any part or parcels(?) thereof, as by the writing of assurance thereof whereunto the said defendant for more certainty therein referreth himself more at large may appear;

After which bargain, sale & assurance so made of all & singular of the said last-mentioned premises to the said Lord Burghley, the said complainant by a warrant in writing under his own hand ready to be showed forth unto this honourable court certifying where he had sold unto his very good lord, the Lord Burghley, the honour, manor, castle & parks of Hedingham and also the nunnery of Hedingham with the lands, tenements and hereditaments unto the said honour and nunnery belonging, together with all evidences, charters, rentals, court rolls and other writings concerning the same, did will & require the said defendant and also authorize him to deliver unto the said Lord Burghley or his assigns all such evidences, rentals, court rolls, surveys, accounts and all other evidences and writings whatsoever which this defendant had in his custody or charge any wise(?) concerning the premises or any part thereof;

And the said defendant saith that, at the time of the receipt of the said warrant and before, he, the said defendant, had in his keeping and charge divers evidences, charters, ledger-books and other writings touching and concerning the said premises sold to the said Lord Burghley or to some others by his appointment;

And the said defendant further saith that he, the same defendant, did deliver, according to the said warrant, at several times to the said late Lord Burghley & to some other appointed by him for to receive the same for and to his use divers of the said evidences and writings touching the said premises to him sold as aforesaid or some part thereof, and some others of the same evidences & writings the said late Lord Burghley, having after his purchase of the premises made and appointed the said defendant to be his receiver of the said honour, manor and premises to him sold by the said complainant as aforesaid, did all his lifetime permit and suffer to continue and remain in the said defendant's custody for the use of him and such others as shall have the said land after his decease, to whom the said defendant saith he is answerable for the said evidences and writings & to none other, as he taketh it;

And the said defendant further saith that the said complainant, having by good conveyance in law granted, conveyed and assured unto Jerome Weston, esquire, and his heirs the manor of Barwick Hall & the rectory or parsonage of White Colne with their appurtenances in the county of Essex, being sometimes parcel of the possessions of the said late-dissolved priory of Colne, as by the conveyance thereof made to the said Jerome Weston whereunto the said defendant referreth himself for more certainty therein doth appear, did after the said assurance thereof made, by another warrant in writing under his own hand require the said defendant, having then in his custody certain evidences and writings which did concern the said premises by the said complainant conveyed as aforesaid to the said Jerome Weston, to deliver unto the said Jerome Weston all such leases, evidences, escripts, court rolls, rentals and writings as did belong, appertain or concern the same or any of them, and to suffer him to copy and to take out the copies of all such other writings and evidences as did concern the same among other manors, lands, tenements & hereditaments, as by the said complainant's said warrant more plainly may appear whereunto for more certainty this defendant referreth himself, according to which the said grant, assurance and warrant the said defendant hath delivered and is to deliver unto the said Jerome Weston and his heirs all the writings of the said complainant's that

he, the said defendant, hath in his keeping touching the said manor of Barwick Hall and the said rectory of White Colne and premises thereunto belonging, according to th' intent of the said warrant;

And this defendant further saith that by virtue of another warrant in writing under the hand & seal of the said complainant to him, the said defendant, directed, which was(?) long after the said former warrants and several sales of the several manors(?), evidences and premises before mentioned, bearing date the 18th day of October 1593, whereby the said defendant was required to deliver unto Simon Ive, one other of the defendants in the said bill of complaint named and then the said complainant's servant, all the said complainant's deed, scripts, muniments and writings which were delivered unto the said defendant either by John Tanner, Nicholas Bleake or any other, as by the said warrant whereunto the said defendant referreth himself may appear, he the said defendant did appoint(?) one Robert Cobbe, this defendant's servant, to search out and deliver to the said Simon Ive such evidences and writings of the said complainant's as he could find then remaining in the custody of the said defendant, which the said Robert Cobbe did accordingly;

And thereupon the said Robert Cobbe brought unto this defendant a note under the handwriting of the said Simon Ive for the receipt of such evidences and writings as the said Robert Cobbe had delivered unto him, the particular several parcels whereof are expressed in a schedule to this answer annexed, as the same are mentioned and set down in the note under the handwriting of the said Simon Ive;

And the said defendant saith that he, the said defendant, hath in his keeping divers other parcels of evidences and writings which were not found at the said former search, whereof some do concern the manor of Bretts in West Ham in the said county of Essex which(?) the said complainant himself did purchase, and some others do concern the said complainant's earldom of Oxenford and his office of Great Chamberlain of England, the particulars of all which writings and evidences do appear and are set down in writing under the said defendant's answer, and which the said defendant is and will be ready to deliver unto the said complainant as this honourable court shall award;

And further saith that to his knowledge he hath not(?) nor at the time of the bill exhibited had in his hands or keeping, neither doth there remain in the said defendant's hands or keeping or in the hands or keeping of any other by the said defendant's consent, privity, assent, delivery, appointment or procurement, to the said defendant's knowledge, any(?) letters patents, charters, evidences, ledger-books, court rolls, rentals, escripts, muniments concerning the manors, lands, tenements or hereditaments in the said bill pertaining to the said complainant than such as before been by these presents mentioned & expressed.