

Ralph Sheldon vs Thomas Horde

C 2/JasI/S22/51

Sheet One 20 November 1605

The further answers of Thomas Horde esq defendant to the bill of Ralph Sheldon complainant

The said defendant sayeth he had well hoped his Answers by him formerly put in on his Oath to the plaintiff's bill had sufficiently satisfied the said complainant and this honourable court touching the points wherewith this defendant was stood chargeable by the said Bill the same being to this defendants knowledge fullie and plainly answered howbeit in humble obedience to the rules and orders of this honourable Court and for the further satisfaction of him the said complainant and the Report of Sir Matthew Carey one of the masters of this Court lately made in the cause and for full Answer the points in the plaintiff's bill [said] by the said Sir Matthew Carey's Report to be defective and insufficiently answered he this defendant further saith FURTHER SAIETH

First as to the imputation of bytying and detestable usury which the plaintiff and Sir Matthew Carew now again by his Report hath unjustly cast upon this defendant TH and for answer and the clearing of his credit and reputation thereby unjustly maligned he TH says he doth much marvel upon what grounds or pretence they have gathered any matter to laye so infamous an accusation on this defendant it being a thing he hath evermore abhorred and hath refrained for this defendant saith directlie and so hath by his former answer declared that he hath never lent forth money to the plaintiff on usury nor ever received usury for any money lent him but the dealings between them were of other nature and intent playne and in that playne and [.....] manner as this defendant hath by his former answer declared wherein the liberty TH gave to RS for the redemption of his annuities and forbearance of arrearages due to this defendant proceeded from his [? lenetye] and kindness and ought not to be imputed unto him as semblances or disguises of usury as by the said Report is intended

And as touching the principal money by this defendant pretended to be committed to the said plaintiff's hands being a point which this defendant by the said Report is also chargeable in the said Report to answer and distinguish, this defendant sayeth it hath been long time since and by space of 28 years and more disbursed [=1577] at divers tymes and by several payments insomuch as this defendant doth not know nor can he set down how much money he hath in the whole sum disbursed unto the plaintiff or what the sum or value thereof doth amount unto it being done so long time since and this defendant keeping no notes or particulars. But this defendant sayeth that he hath already by his former Answer set down the particular sums of money and considerations for which the Annuities therein mentioned (taken in the names of others) were made which Annuities or rent charges and the arrearages thereof he this defendant looketh to receive and be satisfied according to the several grants made thereof AND LASTLY by the same Report it is further expressed that this defendant should set own how much of the supposed principal money hath been paid unto him (the plaintiff alleging the sum to be £1900) this defendant sayeth that already by his former Answer declared and now again sayeth affirmatively that of the money disbursed to the plaintiff he the said plaintiff hath not paid a penny as is before showed.

Prays that the case be dismissed with costs and charges to him for his needless trouble and vexation

Sheet Two 25 November 1605

The joint and several answers of Sir Robert Dormer and Sir John Dormer two of the defendants to the bill of complaint of RS esq against them and others

Usual Safeguards...For further answer they say that it is true that TH, one other of the defendants, disbursed and paid RS on sundry conveyances and assurances by him made in the several names of the said defendants and others 'sundry somes of money at severall tymes' as these defendants hath been credibilie informed, the severall particulars they do not know because they never sealed the counterpaynes of any of the assurances for them severally made nor were they made privy thereunto but rested wholly on the mutual consents and assurances of RS and TH and such as then liked them to acquaint therewith without that these defendants hath been guilty of any the 'defaulte or misdemeanours' alleged in the said bill of complaint mentioned

They have no more to say and are ready to answer

Sheet Three

The replication of Ralph Sheldon Complainant to the severall answers of Tomas Horde defendant

The defendants answers are insufficient and untrue....

RS says that around 19 Eliz [1576/77] TH did disburse £300 by way of loan at 9% and TH desired to add thereto £700 more for which RS should also repay at 9% and for the security of the defendant TH desired a grant of annuity at nine pounds in every hundred [ie 9%] amounting to the yearly sum of £90 and condition of redemption upon payment of the principal sum and arrearages as the bills says. And RS says 'he being seduced by the fayned and coloured speeches and protestations of TH' was content to accept of the arrearages of the said annuity mentioned in he bill from tyme to tyme with the addition of some other sums of money and thereupon to raise and create new annuities from time to time....until the sum did grow to that value truly named in the Bill of Complaint was reached AND that the said security hath been and was imagined and devised by the said defendant (TH) to avoid the lawful statute of this realm made against usury...and that all the dealing between TH and RS hath been by sums of money lent by way of loan for interest 'cloaked and colored under the name and pretence of purchasing of rent and annuities out of the lands of RS' as the Bill of Complaint says without any intention of casting upon the complainant any slander as he the defendant claims unjustly and untruly in his answer.

THAT TH did insinuate himself into the complete favour with such protestations and allegations of love and goodwill (as the bill says) whereby RS was induced to assume and take into his hands divers sums of money of the defendant which he the complainant had not any occasion to use whereby the estate of the complainant is much impaired by reason of the corrupt and perverse dealing of TH (as RS bill alleges without any such vanity as TH says).... And TH at sundry times protested with much assurance that he would put RS in trust with the greatest part of his (TH's) estate and that he (RS) should undergo the burden of it with little or no charge at all. AND THAT TH did lodge in RS house by space of 10 years or near....and did put RS to such charges as he hath set forth in his bill...for which any man would have had

consideration and not to have rewarded RS with such ungratefulness without any manner of conscience as the same defendant endeavoureth to do....while TH alleges he was entreated to lodge with RS and that he was badly treated and paid dear for his small dyett and that he might better have spent £500 pa in housekeeping than to have been with RS. And RS says that this lodging 'did grow of TH's desire'. RS says that TH was as well used both with meat, drink, lodging and other things necessary...as he RS could give to any man as he doubteth not that he can prove....and far more than TH worth and for which he paid nothing nor was called to account until the differences were mediated between them by Thomas Throckmorton and Thomas Wilford THAT the yearly payment of £1018 was raised by way of money loaned for interest as set forth and whether it be to the loss and prejudice of RS complainant he submitteth himself to this court for redress

ALSO that roundabout 41 Eliz [1598-99] TH took such vain and frivolous occasion of breach of love and kindness of RS....perceiving how far the said TH with his speeches of fayned professions of love had engaged the said complainant he the said complainant offered the said defendant 'to growe to an account' and so satisfy the defendant which he TH 'unconscionably' refused (as RS says in his bill) and TH hath gone about most maliciously to ruin and overthrow the estate of RS AND TH did not disburse more than £5,600....of which the defendant cannot be ignorant 'in as much as he is and is known to be a strict dealer in his accounts or reckonings and provident there' and is not so slack in casting up his reckoning as his answer claims AND RS hath been ready to perform the true intent and meaning of the said Articles of Agreement (mentioned in the Bill)

He is ready to answer

Sheet Four

The Rejoinder of TH to the replication of RS

..... The bargains between TH and RS concerning the rent charges were by way of purchase and not by way of any usurious contract as RS has very slanderously and most untrulie suggested and he TH hath never in his life profited by loans by usury. Nor did TH desire RS to accept the extra £700...but such dealings between them grew from RS urgent and importunate requests as RS answers show....and because he TH doth wonder that RS doth persist in such slander...having no warrant or probability of truth....that the loans were for a specified time....and that since the first sealing RS hath borrowed of others divers thousands of pounds to TH's knowledge besides other sums taken up without his privitie...and further RS hath sold as much of his main stock leases and lands as he hath reserved for the same £15,000 or £16,000 at least yet leaving to himself a very great estate howbeit the plaintiff (RS) as it seemeth is so ambitious as he is not contented thereof but seeketh further by all subtile means and practices he can to defraud this defendant and of that which in all equity, law and conscience is due to him (as he hopes this Court will consider) and not give RS any relief

Touching dyett and entertainment in RS house...TH says that if he RS had called himself to better remembrance he might well have cut off 2 years and $\frac{3}{4}$ of the ten years of his abode with RS at his last being there sicke was not fullie 6 years and a $\frac{1}{4}$ during which tyme this defendant received such dyett and entertainment as was not

moche or convenient for a weak and sick man and such as he TH would be ashamed to give the truth hereof and so will be silent Yet before his departure 'bad as his dyett was' TH did offer to pay for it which RS refused saying the very bargains between them deserved far more than the charges of his dyett be worth and RS should be quiet. Nor should he claim 'vain and frivolous occasion' to break off friendship nor bring charges of 'overthrowing the estate' unless RS means he had never intended to pay and TH's hopes were vain and frivolous. TH reckons he has done the estate more good than RS himself...and even RS has acknowledged as much saying 'but for you the estate had decaied and sunk long ago and that TH hath been the chief stay and supporter thereof' and not the overthrower.

BUT TH claims not to remember what somes were paid over 28 years because he did not keep a reckoning because he thought he dealt with an honest man. TH denies that RS has repaid £1900. As touching the articles set down by Sir John Dormer and Walter Gifford mentioned in the replication... TH says they were made 'over partiallie' for RS's benefit and without authority of himself TH to seal them and yet RS has not performed them...but hath further abused TH and deceived him of some three or four thousand pounds in the value of the lands (as TH hath been informed) which were to have been delivered.

So he hopes the Court will quash all Rs's points

Sheet Five

Writ to Edward Moreton, Thomas Congreve, William Chapman, John Boulton and William Man dated 12 February 3 Jas, 39 Scotland [=1606]

Greeting : Since RS submitted a certain petition in our Chancery against Walter Gifford, Richard Broke, Humfrey Gifford, Thomas Asteley...writ to appear at the Quindene of Easter next...

Sheet Six

To the Right Honorable Thomas [Egerton] Lord Ellesmere Lord Chancellor

Humbly complayning Your Orator RS....about 19 Elizabeth [1576-77] borrowed £300 from Thomas Horde of London esquire 'a man of greate estate' for one year at 9%...then TH having converted a good part of his estate into money intending to reduce the sums into a yearly revenue and having no horse or sheep having no place to put out his money with safety did therefore desire to add £700 to the £300 already borrowed for which your orator should pay at 9% and penalty in the manner of usuryand TH wanted an assurance of YrO's lands which should be by way of a grant of annuity of £9 pa for every £100 and condition of redemption and set down one day in every year for the payment of the principall sum and the consideration that should grow due for the forbearance thereof until the same should be redeemed the which grant the said TH desired should not be in his name but in the names [1.8] of others friends of TH hereafter mentioned with the addition of £700 which YrO agreed to take by way of loan and give Mr Horde assurance was contented to give assurance with condition of redemption but to which of TH's friends he doth not perfectly know and about one year thereafter [lost end line 9-10] TH having received the some of £400 the certainty of which YrO doth not nowe remember discovered to YrO some 'extraordinary liking that he TH has to YrO... offering it to him by way of loan by way of weakening YrO's estates and earnestlie entreated YrO to take the money

which YrO accepted though he had ‘no present use...’ and after he had received the money TH ‘moved’ YrO to give him some security for repayment which RS did think it in reason and conscience to do whereupon TH [l.13] TH without the further knowledge of YrO did devyse by his Councell the like assurance of the other sums for which nine pounds in every hundred forbearance [9%] for every hundred for every year the loan should be forborne by way of grant of annuity as before and redemption on full payment of the principal sum as YrO had made before. [l.15] Then TH ‘of purpose insinuated himself into the liking and affection’ of YrO and then ‘did break and open his mind to YrO in appearance and show’ of trust and confidence to be by him reposed purposing to give his estate to RS he TH having no children to dispose of in such manner as TH should limit and appoint intymatyng with many protestations the good opinion he had of YrO and the love and inward affection he did bear him and the trust he reposed in him ‘before all the friends he had in this worlde’ further protesting that in disposing of great sums of money wherewithal he purposed to put YrO in trust that YrO should with much ease perform the charges which Master Horde purposed to lay on him the which faire and pleasurable speeches recited with such an assured show of probabilitie and likelihood albeit they were altogether disguised and dissembled yet the same so far prevailed with YrO that he was thereby induced to think that the said TH [invariably] meant and intended to perform that which by outward protestations and speeches he promised to do....[l.20] so about 21 Eliz [1578-79] YrO did settle and deliver the assurances lastly rendered containing a grant of annuity out of certain lands, which he does not now perfectly recall, for the said money delivered at 9% and condition of redemption and payment of all arrearages at a certain day in the year. Nevertheless the said assurances were not granted by YrO to TH but passed in the names of some others of the friends of TH whose names YrO does not now remember and no counterpart to be sealed to RS and those people not to be acquainted with the contents but only RS and TH to know, nor the parties to seal with YrO the counterpart but TH himself to seal and deliver the counterpart of the annuities the inconvenience YrO not conceaving nor that he was thereby disenabled by course of law to redeem the said annuities granted for the forbearance of the said sums of money so received. And YrO giving too much credit to the speeches protestations and hopes aforesaid was contented to accept the counterpart sealed by TH...

From which time grew such hopes and expectations YrO verily believed in TH. TH living in London did afterwards for two or three years together travel into the country to YrO’s household and remain there two or three moneths together, thus increasing friendship and even RS’s near friends believed that all was well and ‘no way to his burden or charge’.

In tyme came divers other sums of money to the hands of the said H which TH did tender and offer RS and press him to accept into his own custody which, on continuation of the same protestations, he did.

Nevertheless after there were arrears and unpaid of the annuities [*sic*] and for satisfaction of the interest money accrued for forbearance of the said sums formerly disbursed TH did used to cast up what the interest money did come to and did add thereunto some other new sums of money and in consideration of both together YrO was persuaded by TH to grant annuities out of some parts of his lands to some of TH’s friends here mentioned nominated by TH, also at 9% as well as for the interest money behynde and cast up (as he said) also for the sum newly disbursed to RS

Which was interest upon interest after which TH, thus continuing his affection in show and being and remaining in YrO's house and seeming to be very sick and feeble in body RS was contented out of his love and affection lets him stay to recover his [137-39] health and his attendants as many as he wanted 'continually sick and diseased' and he stays ten years, at no cost, respected by RS, his wife and their servants as if TH had been his dearest friend and wanted not anything; when in these ten years money came to TH he would press RS to take it and did devise assurances in the names of others which YrO being led on by the fair speeches of TH who ever upon the delivery of sums of money added such arrearages of interest as was behind at the time of delivery to the new money, still raising new annuities out of the lands of RS for the arrears of interest and for the principal disbursed by fine by several grants to Sir Philip Scudamore, Robert Chamberlain, John Brooke and Richard Brooke, Sir Robert and Sir John Dormer, Francis Biddulph, Humfrey Gifford, Allen Hoord, Thomas Astley and Walter Gifford but what particularities and to which person granted YrO doth not know. But for the interest of the principal sum and for interest upon interest made and granted on the annuities between 19 Eliz and 34 Eliz totalled yearly £1018 but RS did not receive more than £5,600 of which RS had paid before 40 Eliz £1900 and the residue of the £1018 was raised on the interest of 9% and by interest upon interest to the manifold loss and detriment of Your said Orator. For payment of the severall annuities before mentioned YrO became bound to Dr Robert Cozens¹ and to the other persons before mentioned for several recognizances for divers great sums upon the like trust and affections reposed in him by TH for these were always in the hands of TH until 41 Eliz [1598-99] TH by the means aforesaid having engaged the estate of YrO feigned an unworthy occasion to break love and friendship with RS and departed back to London where he hath remained ever since.

YrO entering into due consideration of his estate and finding how much he had been deceived and abused in and by the said TH and purposing to clear all matters between them roundabout Mich 41 and 42 Eliz [1599, 1600] repaired to the said TH and earnestlie laboured and entreated TH that they might grow to some account however the reckoning stood between them, RS would no longer be charged with the yearly interest reduced to annuities but would offer satisfaction for principal unsatisfied and undischarged as well for principal unsatisfied and undischarged as for the arrearages to him in right and equity due upon forbearance of the principal behind and offered land or other sums in satisfaction and laboured to persuade TH pointing out RS's age...if TH does not settle now it will be much harder if RS dies. But TH wising the continuance of the interest and 'purposing nothing more than still to waste and weare out RS's estate and intending RS's utter ruin' by long continuance refused utterly. Notwithstanding YrO hath made like offer from time to time desirous as well for the discharge of his conscience and the discharge of his lands and himself of those incumbrances yet TH did refuse and still doth refuse any reasonable satisfaction and intendeth extremely to exact of YrO not only the principall but the forbearance and also interest upon interest in variance between himself and YrO

Then about March last past YrO by mediation of Sir John Dormer and Walter Gifford did grow to agreement. TH was to be paid £12,000 over twelve years viz. £1000pa and RS to assign lands of inheritance of £600 pa in recompense of the said annuities

¹ Recte Dr Richard Cosyn, Dean of the Arches, bought land in Cote, April 1591, ORO E 241/24/D/2. Biography in ODNB.

and matters at variance between them. All the deeds, recognizances, annuities and statutes to be delivered to YrO to be cancelled, and divers other things which YrO does not recall.

YrO having by casual means lost the Articles which are come to TH can not follow their true intent but has every intention of so doing. All which TH refuseth hoping by his hard course and meaning to recover from YrO some £25,000 or £26,000 whereas YrO received of principal money not above £5,600 and has repaid £600 as aforesaid. In consideration of which TH having no long detracted to take or receive of YrO any manner of satisfaction for the said sums for reason whereof TH wilful and greedy desire of increase of gain the said annuities in extremities of law being grown to a great sum hath of late solicited the said Robert Dormer, Philip Scudamore, John Dormer, Richard Brookes, Walter Gifford, Humfrey Gifford, Thomas Astley and the executors of Francis Biddulph Richard Chamberlain and Alan Horde all deceased to distrain YrO's cattle and that TH hath so far prevailed with them that some of them have prosecuted suits against YrO upon the said recognizance which to do as YrO taketh it standeth not with equity and good conscience in regard to the said sums rayased have grown upon such unconscionable grounds as before said and upon trust and assurances nor was there any counterpart sealed by any of them and no mention of redemption and because TH hats refused to settle and having 'a most unsatiable desire of corrupt gain by the overthrowing and decay of YrO's estates'...YrO having no remedy in the common law and not knowing where all the documents are he requests a subpoena against all those named...

'signed' Phelippe Daston

Sheet 7

The several answers of Walter Gifford, Richard Brooke, Humfrey Gifford, Thomas Astley, four of the defendants to the bill of Ralph Sheldon

They say they were never present at the sealing of any of the conveyances signed and did not know their contents,

William Chapman, John Boulte, Wm Man, Taken at Penkridge, Staffs, 9 April 4 Jas = [1606]

Sheet 8

The answer of Thomas Horde defendant to the bill of complaint of Ralph Sheldon complainant

This document is much damaged on the lefthand side until halfway down; on the right all the way down the last three or four words are to faint to read; about 26 lines from its end the vellum has concertina-ed and is virtually unreadable.

The Bill of Complaint put forth by the complainant or some of his friends to fear, molest and trouble this defendant and to force him by multiplicity of suits and expenses to yield to the unjust and unconscionable desire of the said complainant 4. seeks to be relieved in equity against this defendant who of his own disposition hath been well contented to deal more conscienably with the said complainant than he with the said defendant... and by wa of answer to te Bill of Complaint saieth tat the Complainant doth most maliciously ...

5. lent the sum of £300 for loan of one year for this defendant sayeth that he never lent unto the said complainant the sum of £300
6. to be repaid again with gayne or interest but this defendant sayeth true it is that about 19 Eliz [1576-77]
- 7-8. did agree and bargain with the said complainant for one annuity or rent charge of three-score and 12 pounds £72 to his remembrance yearlie to be paid to the said defendant and his heirs and assigns for ever
9. and the said defendant did pay to the complainant or to some others for his use and by his appointment the sum of £800 which said annuity or rent charge should be on certain lands
10. the names whereof this defendant now remembereth not. And the said complainant did covenant by the same deed or assurance that he was seised of an estate in fee simple and
11. charged the said lands with the said annuity and that the same should be liable to any distress or distresses of the said defendant or of those that were used in trust by him yet the said complainant together
12. to deceive and abuse this defendant had not care or conscience to perform his bargain but to deceive this defendant under colour of just and honest dealing whereof this defendant ...
13. [...] for whereas the said annuity shoul have been assured out of lands in fee simple the estate which the said complainant had therein ws only an estate tayle as this complainant did well know....
14. the said complainant hath deceived this defendant in granting divers others rent charges in fee simple out of lands that the complainant well knew to be entailed which remain still in force and uncanceled
15. and landes out of which the annuity was soe granted or to whom the same was then made (being so long time past) this defendant is wholly ignorant neither doth he hold it material to be recited for that the said agreement
16. and the same writings concerning the same are delivered up and cancelled for that this defendant hath not nor intendeth to claim or demand any thing thereby. And as concerning the subsequent dealings between the said [.....]
17. in his bill also mentioned this defendant further sayeth that he did not desire the said Complainant to retain in his hands the said sum of £300 neither did this defendant add £700 thereto
18. of one thousand pounds as in the Bill mentioned untruly alleged neither did the said complainant and this defendant agree for thassurance thereof that there should be the grant of an Annuity of £9
19. condition for redemption of the same at a certain day in any year by the payment of the principal sum and consideration that should grow due for the forebearance thereof until the same should be redeemed
20. having such agreement as in the said Bill of Complaint is most slanderously set forth And this defendant further saieth that he remembereth not such sum of £400 to be lent in such sort as in the said Bill of complaint
21. is set forth neither does this defendant know or remember of any assurance that ever passed between the said complainant and this defendant or any others to his use but it was with their good liking enrowled
22. and this defendant further saieth that after the making of the grant of Annuity before mentioned the said complainant having other occasion for the use and ymploying of money did for the supplye thereof

23. with this defendant and thereupon with the consent and good liking as well of the said complainant as of this defendant he the said complainant for and in consideration of the sum of £1400
24. did by his indenture bearing date 10 March 25 Eliz [1583] for £1400, grant a rent charge to John Brooke Co Salop and Richard Brooke of Lapley, the heirs and assigns of £100 annuity out of Beoley
25. and X£ [illeg.] and six pounds issuing out of Middle
26. Dichford to have and to hold the same unto them John Brooke and Richard Brooke their heirs and assigns for ever and another rent charge dated
27. 9 Nov 26 Eliz [1584] between Ralph Sheldon and William Childe of Pensax Co Worcester bargain and sell [illegible sum]
28. to Robert Chamberlain and Philip Scudamore of London 100 marks in one rent charge (£66 13s 4d) and by another of
29. £23 6s 8d [=£90] out of the third part of the manor of Chelmscote Co Warwick to their heirs and assigns for ever
30. the said indentures whereunto reference be had appeareth which two said several indentures last mentioned were through the like consent of the said complainant and this defendant drawn up and ingrossed by one Antony Liggon notary as
31. this defendant taketh it and Emmanuel Maunsell² or by their appointment in either of which indentures was conteyned a proviso that if the said complainant or his heirs did well and truly pay or cause to be paid unto the
32. (?named) there heirs assigns and executors the full sum of money paid for the said annuity before and in the said indenture expressed at one whole and entire payment at certain times and places appointed therefore and also
33. and arrearages due of the said several rents and charges as should then be unpaid and all such sums of money as should then be paid or due for the same (*noie pene* = *nomine penes*) in form aforesaid then both the said rent charge should be dewe and the several grants of the same to cease and be utterly void at any of the days appointed
34. in case either of the said dayes that then and from thenceforth such sums of money as should be then forfeited or dewe for the same (*noie penes*) in form aforesaid at any of the days the rents should be dewe or [.....]
35. of the meaning further as it seemeth to deceave this defendant at such time as this defendant and the said complainant had bargained for other rent charges this complainant earnestly entreated this defendant that one John Boulton
36. servant to the said complainant might draw and engross the said indentures of grant who by the special appointment and discretion of the said complainant as it seemeth having a former indenture with the like proviso aforesaid
37. the others did yet nevertheless draw the said indentures with proviso only that if the said complainant his heirs or assigns did pay or cause to be paid to the said grantees or any of them at one entire payment and at the places appointed in the said indentures
38. the principal sum paid for the said rent charge and contained in the said several indentures that then and from and after the said payment the said rent and
39. cease and be determined and left out in the provisos and that such arrearages and *nomine penes* as were then unpaid should be paid upon redemption of the said annuity and thereby meant to deceive and defraud this defendant of such [.....]

² Maunsell was a scribe; witnessed docs BAH MS 3061/1/156, (former 167556); SCLA ER3/2754 with which Childe also linked.

40. *nomine penes* as should then be due for the same of which this defendant humbly prayeth this honourable Court to take consideration. And this defendant saith he did not persuade with the said complainant with any intent...
41. or advantage thereby nor to any other intent than that the dealings with the said complainant and this defendant should not be known of which reason the said complainant liked as well of as this defendant that the grantees should...[not seal ?]
42. any counterpayne of the said annuities and thereupon the said complainant said unto this defendant that if this defendant did set his hand and seal thereunto as deputies to the said grantees it should be sufficient and thereupon the said [...
43. set his hand and seal accordingly thereunto AND THIS DEFENDANT further saith that the said complainant is no way prejudiced more by this defendant setting of his hand to the said counterparte to the knowledge of this defendant than by [...
44. those that were named grantees had done the same neither can the said complainant unjustly assign any damages thereby for if the said complainant had according to such agreements as were specified in those several assurances expressed
45. the said grantees would have released and discharged their interest in the said rent. And this defendant further saith that the said complainant knoweth the grantees well enough for he hath dealt and persuadeth with them [...
46. not to justify and maintain any action upon any of the assurances made in their names. And this defendant further saith that he did not press the said complainant to take into his custody any sums of money whereof [...
47. for this defendant further saith that the said complainant as it is most evident and plain had great need of other sums of money as well of this defendant for the said complainant did not withstanding the great sums that he had of this defendant borrow and [...
48. other great sums of money which he borrowed of others And that if the said complainant had not desired to have the same of this defendant he might have refused the same and this defendant might have employed the same much better [...
49. for 'as it seemeth it could never have been bestowed worse than with the said complainant where it is put in danger to be lost by the dealing of the said complainant yet this defendant being told by the complainant that he was greatly indebted in [...
50. London and thereby forced to ride to London every six months to his great trouble and charges to renew his bonds and if he could meet with any man that would deal with him upon any reasonable bargain he would think himself [...]
51. at which speeches this defendant having a better opinion of the said complainant than he has sithence deserved minding and wishing good to the said defendant this complainant did not only bargain with him for such sums as he had
52. or could procure of his own but also procured and took up money of others with which to bargain with him for divers rent charges with several provisos of redemption by the said complainant and his heirs and assigns for which as the same [...
53. the said defendant heartily thanked him And this defendant further saith that the said complainant maliciously and untrulie continueth his slanderous bill of Complaint with interest money accrued for forbearance of dyvers sums of money as [...
54. did use to cast up what the same interest money did come unto this defendant this defendant says there was never any such reckoning or agreement between the complainant and this defendant but when the complainant had been behind with [...
55. the rent charges granted to this defendant's use as the complainant then used to be what the same arrearages came unto with such other sums of money as this defendant did [???] then pay unto the said complainant from that tyme the said [...

56. rent charges after the rate aforesaid to such as the said defendant did appoint as
namelie he the said complainant by his indenture bearing date 20 May 28 Eliz
57-58. for £600 to him well and truly satisfied and paid did grant give bargain and sell
to Alan Horde of Ewell Surrey, gent his heir & assign £54.....1586 20 May 28 Eliz
[1586] £54 pa out of Compton Scorfin for £600 and by another indenture bearing date
20 Nov 29 Eliz [1586] did in consideration of the sum of £1600 likewise grant unto
Roger Gifford and Philip Scudamore
58-59. a rent charge of £144 also out of Compton Scorfin and by one other indenture
dated 1586/87 [xxxx- illeg] 29 Eliz to Humfrey Gifford of Brude
60. and Francis Biddolph for £1100 a rent charge of £100 Upton Owlde.....
1588 20 October 30 Eliz Robert Dormer and John Dormer on Guys Dichford and
Freeman's Dichford
Lines 61-66 almost impossible to read
Line 67. 1589 20 November 32 Eliz £900 Thomas Astley of Pateshull £81 rent charge
out of Combe Baskerville, Over Westcott and Nether Westcott

[line 68] 1591 2 October 33 Eliz £3100 to Walter Gifford of Hyon, Staffs bargain
and sell to Edward Brooke ... and by the said severall indentures recited hath

69. £119 from Weston heretofore made playnlie and more at large appear. Which this
defendant taketh to be all the annuities whereof this complainant by his bill maketh
mention and whereon he groundeth his cause [.....

70. to this defendant's knowledge and uncanceled wherein this defendant had ever
any use or dealing. Whereas the said complainant untruly and most slanderously in his
bill continuing hath

71 sett forth the yearly sums due for interest on the principal money and for interest
upon interest made and treated into annuities between 19 and 24 Eliz [1576-82] are

72. £1018 or thereabouts for that raising of the which sum the Complainant did not
receive in the whole of this defendant in principal money [illeg end of line]

73. but six hundred pounds or thereabouts this defendant saieth all the sums due are //
set out in the rent charges outlined above and are plainlie and justly due on bargain for
annuity or rent charge as is before [illeg end of line]

74. were barred and secluded for demanding any part of his money again yet
charitably and conscienablie left power to the Complainant his heirs and assigns if
they should dislike their bargain [illeg end of line]

75. for good and benefit of the said complainant. As for adding of any arrearages to
any new sum the loss thereof was to this defendant and the good and benefit thereof to
the complainant [illeg end ...]

76. charges due sometimes a year and sometimes two years before the complainant
and this defendant did cast up their accomptes and reckonings for the same whereas
this defendant did never [illeg end of line]

77. to this defendant's loss and damage for the withholding of the said arrearages. But
if the complainant had justly paid the same at the times according to the Agreements
[illeg end line]

LINE 78 virtually impossible

79. xxxxxxxxxxxxxxx some thousand pounds losse and hindrance to the said
complainant as this defendant verilie thinketh. And this defendant further saieth that it
is most untrulie alleged by the said complainant [.....]

[line 80] taken the sums up at interest as he did to pay his other debts when he had occasion to use money in all the time of dealing and forbearance of the said sums between the complainant and the defendant [illeg end of line]

81. some £1000 loss and hindrance to the said complainant as this defendant verilie thinketh. And this defendant saieth further that it is most untrulie alleged by RS [end of line]...

82. or to any other for his use any sums of money as part of the principal money paid by this defendant to this complainant for the said rent charges. And this defendant saieth [illeg end of line]

83. [xxx] by [X] pounds to any person or persons at the request of this defendant in any Statute recognizance or other Assurance other wise than according to such agreement as was concluded

84. for the assurance of such annuities and rent charges for which the said Assurances are mentioned to be made. And this defendant further saieth that he much marvailleth that the [illeg end of line]

85. complainant to entend that he often desired this defendant to come to an accompt and to pay him that he did owe him whereas this defendant could hardly perceive that the Complainant come to [xxx??]

86. yet he paid not any money to this defendant but detayned and still doth detayne the same against the will and liking of this defendant to this defendant's great hindrance for which detaining of such great [illeg end of line]

Around grey area of document on LH

Hopes this court will think it agreeable there should be allowance made to this defendant for damage in detaining there. And as for the offering of land [...]

87. the consent of this defendant at any time many years sithence and that then all annuities and rent as should have ceased being granted upon such consideration as it was in the past[...]

88. determine at his pleasure if he had not liked of the bargain and therefore it is laid without colour or ground in the complainant's bill that he could sustain any loss but [xxx]

89. but this defendant hath sustained great loss by having to pay so dear for his hospitality and by having too much trust confidence and assurance in the complainant. And this defendant further saieth [...]

[90.] he never knew or suspected Sir John Dormer and Walter Gifford to have delt or set down Articles of Agreement....

BELOW FOLD/TEAR

91 ??

92. or published the same with protestations they would not avowe any action in there names being garanties for the defendant if this defendant would not submit himself to the [.....]

93. [10 words illegible] the said complainant hath not for his part performed the same for whereas he should have assigned over lands of the real yearly value of £600 [3 words illegible]

94. all charges (?and reversions) to be worth the sum of £12,000 to be sould and the said complainant would have assigned over to the defendant lands worth not so much by 3 or 4 thousand pounds [.....]

95. at least to prove to this your court without that the said defendant having converted to[o] good part of his estate into money intending to reduce the same into a yearly revenue by way of loans and [4 words illegible]

96. to place and put out his money did therefore desire the said complainant that he the said defendant might more [? properly ?] the sum of £300 in the bill mentioned the sum of £1000 and for the security....[....

97. and for the danger and penaltie of the statute of usury the defendant desired of this complainant an assurance out of the said computed lands as in the said Bill is most playnely and untruly alleged [.....

98. that this defendant ever purposed by way of loan or otherwise to weaken the estate of the said complainant ever entertained or used to [...] the plaintiff to take into his handes [-5 words ?]

99. of them in his Bill mentioned or ever declared the plaintiff by way of insinuation that he would trust him for want of children with all his estate as much as by the said Bill of complaint [-5 words....

100. [---] and without that that this defendant did lodge in the plaintiff's house for the space of ten years and was or during that time was by means of his sickness [-7 words.....

And has never solicited Dormer, Dormer Chamberlain, the executors of Francis Biddulph, the executors of Alan Horde AND ALL the HOLDERS' names
And he TH has never called on any man to distrain the said complainant's cattle for the said annuity nor to make suit against the complainant and

Three lines from end he hath not any suit against the plaintiff upon any the recognizances as in the Bill mentioned.....

Seeks dismissal

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