10. *Thomas Read* v. *Jane Read alias Lambert*[276]

10.1 *Parchment Bill of Complaint* *4 June 1594* *REQ 2/262/20*

To the Queenes most excellent majestie

Most humblie complayning, sheweth unto your highnes your highnes dutifull, loyall and obedient subject Thomas Reade, that whearas the same your subject about twentye yeares past, having lawfullie maryed and taken to wyfe one Jane Lambert as then beeing without any porcion or preferment but detayned in prison for suspicion of some criminall causes whereof afterwards shee was duly discharged, and having cohabited and lyved together as man and wyfe by the space of nyneteene yeares together in good opinion each of other, in which time shee brought furth and bare to your subject dyverse children, sonns and daughters, whearof many are yet in lyfe, educated and maintayned at the only charge of your said subject. And nevertheles shee, the same Jane, neclecting hir dutie both to God and to hir husband and utterlie unmyndfull of the solempnized vowe and sacred bond of matrimony, beeing seduced by some wicked spiritt did abouts two yeares past commytt most manifest adulterye with one Gregorye Dove and persisted in iteratinge of the same offence at dyverse dayes and tymes untill at length they both weare taken with the fact. Whearupon, shee beeing convented[277] by proces at the suite of your subject for a devorce to bee hadd betweene hir and the same your subject into the spirituall court before one Doctor Hunt, then officiall and spirituall judge within the precinct of St Katherens, shee of hirselfe did confesse the same offence before the same judge, whereupon a sentence of devors was pronownced and given betweene the same your subject and his said wife, ever sithence which time they lived separate and asonder, the one from the other.

Immediatlye upon and after which devors and seperacion so hadd, by mediation, labour and intreatye of frendes which earnestlye dealt that somethinge might bee allowed unto hir by your subject for hir future maintenance, the same your subject did not only condiscend to gyve unto hir outright to hir owne use sondry implements and

[276] Thomas Read is countersuing Jane (see the previous case).
[277] Summoned on a charge.

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utensills of howshould, which amownted to a full moytie[278] of all that your subject hadd of that kinde or nature, with which giuft alone both shee and the frendes aforesaid (waying hir lewd fact and small desert) hold themselves well satisfyed, but also voluntarily, though upon lyke mediacion, your subject further yielded to allowe hir twentye markes *per annum* for hir lyvelyhood and maintenance, upon good bond putt in as well for hir future good demeanor towardes your subject as also that shee after your subjects death should not clayme any parte of his goods or chattells yf shee happened to survive him. Whearewith, shee beeing made acquainted did most willinglye and thankfully accept of the same offer, promysing and agreeing that bonds should bee made for the performance of that which your said subject desired as aforesaid, upon which shew of hir conformitye the same your subject did not onlie delyvor unto hir the said implements and parcelles of howshould, togeather also with hir apparell, beinge all woorth an hundred pounds, over & besyde rynges and jewelles to the value of an hundred markes at the least which ever sythens to this day shee hath quietly enjoyed. But also the same your subject did, for the further securyty of the payment of the said anuyty or exhibicion, enter into bond upon trust unto one John Jefferys with condicion to pay the same exhibicion, and delivered the same obligacion to the said Jefferys upon confydens & trust & to that end that hyt should bee of force yf the said other bond weare entered into for the good behaviour of the said Jane and for her not clayminge of any of the said goods or chattels as before is expressed. In which sort, & in noe other, your subject made, sealled & delivered that bond.

Sythens which tyme shee the said Jane, havinge ones[279] obteyned into her possession by delivery all the said goods, ryngs and jewells and knowinge that the said obligacion was passed unto the said Jefferys, shee takinge smale notyce, & lesse regarded how & in what sorte the same bond was passed and upon what confydens & trust and what herself hadd in that behalf promised, did not only most owtragiously abuse, rayle and exclayme at your subject and utterly refused to performe any parte of that which before was promysed. Whereof some further varyans beyinge arysen, & she havinge perfect intelligens of the true corsse & manner how & in what sort and upon what condicions the said bond to Jefferys was delivered, did by the advyse & speciall direction of some her frynds promyse & agree that she, with a surety with her, should enter into bond for the performans of those condicions which your subject formerly hadd desyred, and to which shee hadd longe before voluntaryly condescended. [And]

[278] i.e. 'moiety', or one half.
[279] i.e. 'once'.

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then betwene theymselfes a speciall day & place was when & wheare prefyxed that shee & her suerty should come to become bownd by that obligacion, accordinge to her later promyse & agre[e]ment aforesaid. At which day, nor att any tyme sythens, she neyther hath nor by any meanes will comme with any surety (though she may procure many) to enter into that bond, but utterly eftones[280] refuseth to doe the same, shamefully & publykely abusinge herself and leadinge a most incontynent & wycked lyffe in the same parishe wheare your subject dwelleth, and most reprochefully revylinge, scornynge & tauntinge at your subject in all places shee meateth with hym, seekynge by herself and by her copesmates[281] soundry meanes to doe hym away, to the immynent peryll of his lyffe, and not thus satisfyed.

Soe it is, most gratious soveraigne, that the said Jane, notwithstandinge all the said abuses and breaches of promyse, hath caused your subjects bond to bee put in suyt at the common lawe in the name of the said Jefferys, and threatenteth dayly to take the advantage of the penalty of the same against your subject, for want of payment of the said twenty markes *per annum*, and yett will not performe the true causes and consyderacions why the same bond was made, nor yet will enter with any surety into the said bond formerly by herself promysed, so as your subject by corsse of comon lawe shal bee hardly hable to ayd hymself by way of pleadinge to barr the accion to bee conceaved upon that bond for want of writinge to prove the promysses.[282] Therefore, and for that the truth of the promysses by the oath of herself is lykely to bee in some parte syfted furth and the rest shall well appere by good testymony which your subject hopeth to bee hable to produce hearein. And for that hyt weare contrary to all equity and consyens that your subjects bond should stand in force against hym otherwise than hyt was first by true meaninge of all sydes intended when the same was fyrst made, and for that your subject doth and must relye upon the favor & relyef of this honorable corte in equity as concerning the premysses, may hyt therefore please your majestie, the premysses tenderly consydered, to graunt her majesties most gratious wrytt of pryvie seale unto the said Jane to bee directed, comaundinge her furthwith to appere before your highnes in this your honorable corte of Requests at Westmynster to answere to the premysses and to stand to such order and direction therein as to your highnes Counsell of the same corte shall seme to stand with equity

[280]Again or repeatedly (*OED*).

[281]Accomplices in cheating.

[282]Common law courts generally required written evidence or proof that a bond had been satisfied, usually in the form of an acquittance or the cancelled bond itself, and written evidence of promises or conditions attaching to bonds and other written instruments.

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and good conciens. And your said subject shall dayly pray unto God for your majesties longe lyef in health and happines longe to reigne over us.

Wm Wynter[283]

[*verso*] *Quarto die Junij anno regni regine Elizabeth &c xxxvj. Defendens vocetur per nuncium camere*[284]
J Herbert[285]

r[?] a[?] ff per nuncium cameris et ff patet[286]
at St Gyles nere Mr Dalbyes house towards fowlstrete[287]

10.2 *Court Order*[288] *11 October 1594* *REQ 1/18, p. 6*

In the cause at the sute of Thomas Reade, plaintiff, against Jane Reade alias Lambert, defendant, uppon the mocion of Mr Winter being of counsaill with the sayd complainant yt is ordered (any former order notwithstandinge) that the said defendant shall furthwith make her full & perfect aunswere uppon her othe unto the complainants bill in this courte unles she, the said defendant, do uppon Monday nexte coming shewe good matter in this court to the contrary.

10.3 *Court Order*[289] *14 October 1594* *REQ 1/18, p. 15*

Towchinge the cause at the sute of Thomas Reade and John Jeffreys, plaintiffs, against Jane Reade alias Lambert, defendant, uppon the

[283]The same William Winter served as counsel in the previous case and in case **12** (*Anne Lloyd* v. *Humfrey Lloyd and John Bradshaw*), but I have been unable to identify him in published Inns of Court admissions registers.

[284]'4 June 1594. The defendant is summoned by the messenger of the court'.

[285]John Herbert, Master of Requests 1586–1601 (see Appendix 2).

[286]'[?] by messenger of the court and [?] it appears that [?]'. Presumably instructions for serving process on the defendant.

[287]Fowlstrete may be a mistake for Fore Street, which was in St Giles Cripplegate. William Dalby, attorney of the Mayor's Court (see **8.4** above, p. 85 and n. 220) was resident there, but he died in late 1593, so this is likely to be his son, John Dalby, who inherited the bulk of the estate. John Dalby had been admitted to Gray's Inn on 24 January 1582. See TNA, PROB11/82, fo. 291, will of William Dalby; *Gray's Inn Register*, p. 60.

[288]Masters Ralph Rokeby, John Aubrey, and Julius Caesar presiding.

[289]Masters John Aubrey and Julius Caesar presiding.

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mocion of Mr Cæsar[290] being of counsaill with the said defendant it is ordered that the said defendant shall make her full and perfect aunswere uppon her othe unto the complainants bill in this court by or before Thursday next comming, if in the meane time the same matter be not ended by arbitrement.[291]

10.4 *Court Order*[292] *19 October 1594* *REQ 1/18, p. 27*

Towching the cause at the sute of Jane Reade alias Lambert, plaintiff, against Thomas Reade and John Jeffreys, defendants, uppon the mocion of Mr Cæsar being of counsaill with the said complainant yt is ordered that the said John Jeffreys, one of the said defendants, shall make his full & perfect aunswere uppon his othe unto the complainants bill in this court by or before Monday nexte comming (notwithstanding his demurrer) and shall also by or before the said day shewe cause to this court whie he should not assigne over unto the said complainant the obligacion of c *li* made by the said Thomas Reade unto him, the said Jeffreys, for and to th[e] use and benefitt of her the said complainant. And further it is ordered that as concerning the bill of complaint exhibited into this court by the said Thomas Reade against the said Jane, the same shal be referred to the consideracion of Richard Oseley esq, clark of this court, he to make report whether the matter therein conteined be matter fitt to be heard in this court or not. And that if uppon his reporte it shall appeare to be matter not fitt heere to be determined then the same bill shal be from hence dismissed.

[290]Thomas Caesar, Julius Caesar's brother, b. 1561, adm. Inner Temple 1582 (bar 1591, bench 1607), ktd. 25 June 1610, d. 18 July 1610. See E.L.C. Mullins, 'Caesar, Sir Thomas', in *History of Parliament 1558–1603*; Foss, *Judges*, vol. 1, p. 148.

[291]i.e. arbitration.

[292]Master Julius Caesar presiding.

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