9. *Jane Read alias Lambert* v. *Thomas Read and John Jefferies*

9.1 *Parchment Bill of Complaint* *1 May 1594* *REQ 2/50/39, m. 2*

To the Queenes most excellent majestie

In most humble manner complayninge, sheweth unto your most excellent majestie your poore and obedient subject Jane Reade alias Lambert, that whereas one Thomas Read of the paryshe of St Gyles without Creplegate within the cittye of London, butcher, sometyme husbande of your sayed subject was, about the thirteth day of October in the fowre and thirteth yeare of your majesties raigne,[265] by sentence ecclesyasticall accordinge to the lawes ecclesyasticall of this your highnes realme of England lawfully divorced from your sayed subject, and by decree of the same court injoyned to become bounden unto your sayed subject, or to some other to your sayed subjects use, in the somme of an hundreth pounds, with condicion for payment of thirtene pounde, six shillings, eight pence yearely duringe the tyme of your sayd subjects naturall lyfe towardes the mayntenance of your sayed subject. Whereuppon the sayed Thomas Read, confederatinge himself with one John Jefferies of purpose as your sayed subject hath sythence learned to defraude your sayed subject of the yearely payment of the sayed somme of thirtene pounde, six shillings, eight pence, your sayed subject then nothinge mistrustinge the unconscionable proceedinge of the sayed John Jefferies was contented that the sayed Thomas Reade should become bounden unto the sayed John Jefferies in the foresayed somme of one hundreth poundes. Which the sayed Thomas by his obligacion bearinge date the last day of October in the foresayed fowre and thirteth yeare of your majesties sayed raigne did accordingly performe, with condicion thereuppon endorsed to pay unto your sayed subject the foresayed somme of thirtene pound, six shillinges, eight pence yearely duringe the tyme of your sayed subjects naturall lyfe at fower feasts or tearmes; that is say at the feast of All Saints, the Purificacion of our Ladye, the feast of Phillip and Jacobbe commonly called May Day and the feast of Saynt Peter comonly called Lammas

[265] 1592.

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Day, by even and equall porcions and so yearely uppon the sayd feasts dayes duringe the naturall lyfe of your sayed subject.

Yet neverthelesse, so it is yf yt may please your most excellent majestie that sithence the makinge and delivery of the sayed obligacion the sayed Thomas Reade, myndinge only the overthrowe and utter undoinge of your sayed subject, refused to pay unto your sayed subject the sayed somme of thirtene poundes, six shillings, eight pence quarterly on the foresayed feasts accordinge to the forme & effect of the sayed condicion. Whereuppon your sayed subject, being not otherwise able to lyve and maynteyne herself, was forced in the sayed John Jefferies name to commence suyte at the common lawe agaynst the sayed Thomas Reade, thinkinge thereby to force the sayed Thomas Reade to pay unto your sayed subject the sayed somme of thirtene pounde, six shillings, eight pence towardes her yearly mayntenance. But the sayed John Jefferies, beinge confederated with the sayed Thomas Reade as aforesayed, contrarie to the good conscience your sayed subject then conceaved him to be of, released unto the sayed Thomas Reade the sayed accion commensed by your sayed subject agaynst him, contrarie to all right equitie and good conscience.

In tender consideracion whereof, and forasmuche as your sayed subject by the due course of the common lawes of your majesties realme hath not anie remedy to compell the sayed John Jefferies to warrant and maynteyne all such accions as your sayed subject shall commence agaynst the sayed Thomas Reade uppon the sayed bande,[266] and also in consideracion and for as muche as your sayed subject, by the indirect and unconsionable practise of the sayed Thomas Read with the sayed John Jefferies, hath not any meanes to compell the sayed Thomas Reade to pay unto your sayed subject all such sommes of money as are behynde and unpayed uppon the sayed bonde, and thereby lykely to be defrauded of her sayed mayntenance unlesse your majesties most gracyous accustomed clemency be to her in this behalf extended. May it therefore please your most excellent majestye, the premisses considered, to graunte unto your sayed subject your majesties most gracyous wrytt of privie seale to the sayed Thomas Read and John Jefferies to be directed, comaundinge them and either of them at a certeyne day, and under a certeyne payne therein lymytted, personally to appeare before your majesties honorable Counsell of your majesties court of Requests, then and there to answeare to the premisses and to abyde such further order as to your majesties Councell there shall seeme best to accorde with equitye and good conscience. And your sayed subject as her bounden

[266]'Bande' is an older form of 'bond'.

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dutie shall daylie pray for your majesties gracyous and most happy raigne longe to contynewe.

Anth: Barthelet[267]

[*m. 2v*]
Primo die Maij anno regni regine Elizabethe &c xxxvj
defendens vocetur per nuncium camere[268]

9.2 *Parchment Demurrer and Answer 15 May 1594 REQ 2/50/39, m. 1*

[*Endorsed*] *xv die Maij anno regni regine Elizabeth &c xxxvj*[269]

The joynt & severall demurrers and answeres of Thomas Reade and John Jeffereyes, defendants, to and upon the bill of complaynt of Jane Reade, alias Lambert, complainant

The saide deffendants, fyndinge theymselves not well dealt withall by the saide complainant to bee this unjustly & malyciously disqwyeted, molested & impeached in this honorable corte, att the suyte of her whose loose lyfe and badd conversacion neyther have nor dooe deserve any manner of pittie or favour, sayen that the said byll and matters thearin contayned are not only very manifestlie untrue but also very uncertaine, defective and in lawe not sufficient to bee answeared unto for sondrey apparent causes. The one for that by the plaintiffs owne shewing she is the wyfe of the said Thomas Read, one of the deffendants, though for her lewdnes separated by waye of dyvorce *a thoro et mensa*, but not *quoad vinculum matrimonij*,[270] and thearfore shee the same complainant is utterlie unhable in lawe to prosequute the same suyte against these defendants, beeing as yet under coverture, and thearupon these defendants dooe demurr in lawe. And for further cawse of demurrer this defendant Thomas Read, by th[e] advise of his counsell learned, sayeth that of the complainants owne shewing no cause of suyte is gyven in equitye or otherwise against this defendant Thomas Read, for procuring himselfe to bee dischardged of the said bond (yf he hadd donn as much as the plaintiff chargeth him withall) for and upon which latter cause the said Thomas Read, one of the deffendants, doth demurr in lawe praying to bee dismissed with his costs.

[267]Probably Anthony Barthelet, adm. Lincoln's Inn 24 June 1578, bar 25 November 1586: see *Lincoln's Inn Admissions*, p. 87; *Lincoln's Inn Records*, vol. 2, p. 2.

[268]'1 May 1594. The defendant is to be summoned by a messenger of the court'.

[269]15 May 1594.

[270]i.e. a separation from bed and board, not a divorce dissolving the bond of matrimony.

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Nevertheles, yf by order of this honorable court the same defendants shal be compelled to make answeare to the said insufficient byll then, and not otherwise, all benefitts of excepcion to the uncertainty and insufficiency of the said byll unto these defendants and unto eyther of them beeing saved and reserved, they the same deffendants for direct answeare and plaine declaracion of a truth in and touching the matters in the said byll suggested sayen, and eyther of them by and for himselfe sayth, in manner and forme following. That is to say, that shee the said complainant, beeing maryed with the said Thomas Read one of these deffendants, beeing seduced and misledd by some wicked spiritt did during the same espowsells aboute two yeares past comytt adulterye with one Gregory Dove. After which cryme so commytted shee beeing convented[271] before Doctor Hunt, then officiall within the libertye or precinct of St Katherins, beeing a jurisdicion exempt,[272] for the obtayning of a dyvorce, and then and thear confessing the same fact upon hir oath, sentens of dyvors was pronownced betweene the said Thomas Read and hir the said complainant, but no manner of order or decree was sett downe in the spirituall court for any such annuitye to bee paid unto the plaintiff towards hir exhibicion, as in the said [bill][273] is most untruly surmised.

And these deffendants for further answear sayen that whearas sithence the said divorce the said plaintiff and hir said husband weare to lyve asunder, and hadd no intencion or desire to cohabitt or to bee together, thearfore at and by the earnest intercession, labour and meanes of the said complainant made to this deffendant John Jeffreys, hee the same John Jeffreys treated with the said Read the other defendant that hee would vouchsafe to bestowe upon the said plaintiff 20 marks *per annum* towardes hir maintenance, and entre into bond for the due payment and perfomans of the same. Whearunto, the same defendant Thomas Read seemed willing to condiscend, so as shee the said plaintiff would putt in sufficient bond, as well for hir good demeanor towardes the said Thomas Read both in woords & deds in tyme to come, as also that then after the death of the said Thomas Read (if shee should fortune to survive him) should not demand, claime or challeng[e] any parte of the goods or chattells of the said Thomas Reade whearof hee should dye possessed. With which voluntarye offer thus made by the said Thomas Read shee the

[271] Summoned on a charge.

[272] Saint Katherine's, a precinct beside the Tower and outside the city walls, was one of the liberties of London, exempt from the city's ecclesiastical and civil jurisdictions. Unfortunately, none of the records of this liberty's own courts survive. See Richard M. Wunderli, *London Church Courts and Society on the Eve of the Reformation* (Cambridge, MA, 1981), pp. 17–18; *VCH: London*, vol. 1 (London, 1909), pp. 525–530.

[273] The original mistakenly reads 'answear'.

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said complainant, beeing made acquainted, did most willingly allow and well lyke of the same, faythfully promising and protesting shee should and would enter into such bond unto such as the said Thomas Read should appoint, with condicion both for hir good demeanor and that shee would not claime any of hir said husbands goods or chattells as aforesaid yf shee should over lyve him. By which hir present shew of conformitye and good agreament to the condicions required at hir hands hee, this defendant Thomas Read, did for his parte seale and delyver unto the said John Jeffreys, th[e] other defendant, the said bond or obligacion in the bill specified for the payment of the said xx marks by yeare of exhibicion. Nevertheles, upon confidence and trust and to that end and purpose that yf the said plaintiff should not enter into such bond as was before yeelded unto, that then and thensfoorth the bond of the said Thomas Read to bee voyd. Which obligacion so made for the payment of the said xx marks anuitie beeing come to th[e] [h]ands and possession of the said complainant, with whome as yet the same remayneth, shee wholly forgetting hir faithfull promise and agreement made as aforesaid, not only refused to seale any such bond as shee before hadd promised.

Whearupon, at & by the further mediacion and treatye of frends betweene them hadd, shee the said plaintiff at length promised to enter into bond hirselfe, with a suretye with hir, to the said Thomas Read for and upon the condicions and agreement before specified and a day appointed for the due performance and execucion of the same. At which day shee the same plaintiff did againe contrary to promise utterly refuse & deny to dooe the same. With which severall delayes, daliances and abuses hee, this defendant Thomas Read, finding himselfe much aggreeved and using by his frends all the motyves and perswasions which might bee to wynn hir thearunto, and finding in hir no purpose or meaning to become bound in any such bond, but contrary wise obstinately refusing and denying to dooe the same and using hirselfe most intemperatly and outragiously against the said Thomas Read, both in speeches and behaviour, threatninge that hit should cost blood and that some should dye for yt, and egregiously abusing the said Reade by hirselfe and sundrye hir copesmats,[274] to the eminent perill and often daunger of his lyfe, shee the same plaintiff leading a most dissolute and lascivious lyfe to the publike and open scandale of obliequye and disgrace of hirselfe and all hir frends. In regard whearof, the said Thomas Read, makeing lawfull tender and offer of one halfe yeares anuitye, parcell of the said 20 marks, then ready to bee paid yf shee the same plaintiff would putt in bond as was before promised, which to dooe shee utterlye refused. And thearupon,

[274]i.e. 'copemates' – accomplices in cheating.

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and for that only cause, hath this defendant Thomas Read withdrawen and kept back the payment of the said anuitye from the said plaintiff as lawfully, justlye and with a very good consciens hee may dooe, as hee taketh yt, the rather for that at the time of their separacion this defendant Thomas Read did of his owne good will without any constraint bestowe upon hir in goods, jewells and implements to the value of l *li* at the least, to bee hadd and enjoyed francklie and freelie at hir pleasure and to hir owne use, and would nevertheles bee willing to assure unto hir the said 20 markes *per annum*, yf the said bond with suretie on hir parte to bee performed weare putt in and accomplished according to the true intent and meaning of both partyes and of their mutuall consent and agreement aforesaid.

Sithence which time, for non payment of the said 20 marks shee the said plaintiff did in the name of the said John Jeffreyes, and without his consent or preevitye, comense suite against the said Thomas Read upon the said bond at the comon lawe and procured the said Thomas Read to bee arrested, upon which arrest this defendant, John Jeffreys, having notice thearof and beeing preevye to all the said former bargaines & proceedings, did disavowe the same suyte, as in reason and conscience hee taketh yt hee was bound unto, but neyther made release or discharge to the said Thomas Reade for the extinguishing or cutting of any further remedye upon the same bond. Without that these deffendants are confederate th[e] one with th[e] other in manner as in the said bill is untrulye surmised, and without that this defendant John Jeffreyes did release the same Read of any accion upon the said bond other then as is before confessed and justified. And without that, that anything ells in the said bill specified touching or concernyng these deffendants or eyther or any of them, and heerin before not sufficiently answeared, confessed and avoyded, traversed or denyed, is true to the knowledge of these deffendants. All which matters these deffendants are and wil be ready to averr and proove as this honorable court shall award, and thearupon prayen that they and eyther of them may bee out from this court dismissed with their reasonable costs and charges in that behalfe most wrongfully sustayned.

Wm Winter[275]

[*For the final court order see the next case*]

[275] William Winter also appears as counsel in cases **10** (*Thomas Read* v. *Jane Read alias Lambert*) and **12** (*Anne Lloyd* v. *Humfrey Lloyd and John Bradshaw*), but I have been unable to identify him in published Inns of Court admissions registers.

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