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MORE'S ATTAINDER AND DAME ALICE'S PREDICAMENT

by J. Duncan M. Derrett

We have already seen that before he refused the oath and thereby brought himself within the s.13 of the Act of Succession, (1533) 25 Henry VIII, cap. 22, More distributed a great part of his estate by conveyances intended to secure the welfare of his family (1). He knew that his refusal might be construed as treasonable, and that treason meant a forfeiture of property. In fact the statute made the refusal of an oath within its contemplation equivalent to misprision of High Treason, a crime the punishment for which included loss to the Crown of all movable property. From a letter of Dame Alice to the king, which we are now in a better position to date, we know that More's movable property and income by way of rents, etc., was not immediately seized (2). A half-and-half existence followed, during which Alice's effective income from these sources was precarious. The chief reason for this lack of decision on the part of the king's officers, who were usually swift enough in the realisation of assets (3), was presumably the fault in the oath tendered to More; this did not exactly conform to the hypothetical oath contemplated by the statute in question. An interval would pass during which this slip (to which More carefully refrained from drawing attention) must be retrospectively cured (3a), and naturally the goods and chattels (including "chattels real", i.e. leasehold property) were allowed to remain meanwhile in Alice's care.

During that interval two things seem to have happened, both of them entirely natural. First, More's moveable property was spirited away, whether

by well-wishers or strangers, for the king's escheators could not seize what had vanished. Secondly, Alice's de facto possession and management of property could be utilised as a valuable asset. If these rights were of value they could be sold. Evidently it was at this period that the dealings with John Lane, the subsequent tenant of Sutton Court, Chiswick, took place (G. Marc'hadour, *Supplique de Dame Alice More ...*, Moreana n°4, pp. 69-75).

The seventh session of the 1529 Parliament, which commenced on Nov. 3, 1534 and ended Dec. 18th of the same year, saw the passage of the Act of Attainder, (1534) 26 Hen. VIII, c. 23. The Act stood as n° 4 in the contemporary roll of Parliament for that session (4), and must therefore have passed both Houses during November. That statute we have already referred to (5), but it requires closer scrutiny here. The preamble tells how More refused the oath on May 1st "last past" (i.e. 1534). In s. 2 we are told how he "hath comytted and done mysprison of High Treason ... atteynted and convycted of mysprison of High Treason, in suche maner and fourme as yf he were atteynted...by the due order of the comen lawe... Paynes of imprisonment of his body and losses of his goodes catalles dettes leases for yeres states of freeholde and other forfeitures..." The statute forfeited to the king all such properties as More had on March 1, 1534, and after. But by s. 3 there is this proviso of great importance for the understanding of Dame Alice's predicament: "Savyng to every person and persons and their heires, other then the said Sir Thomas More and his heires, and other person and persones and their heirs havng or claymyng any intereste use tittle or possession in or to the said Manours Lordshippes Londes Tenementes and Hereditamentes or to any parte or parcell therof, such right title entr(est) use possession rentes profyttes and other commodities as they or any of theym have or had in or to the premisses or to any parcell therof at any tyme afore the said firste day of Marche, as if this Acte of Atteynder had never ben had nor

made." The royal assent may have been given as late as Dec. 18th, 1534 (we have no evidence to the contrary) (6), but an earlier assent would have suited the king's purposes, and alienations of More's assets were already in hand. This Act in itself would not be sufficient to set aside any arrangements More had made whereby property originally his had come into the hands of his nominees. Therefore a further statute (subsequently n° 58 of the king's 27th year) was required to set aside his conveyances. We have studied the limited effect of this (7). But the notion was evidently in the air by the beginning of that, the next session of Parliament, which commenced on Feb. 4th, 1535. We know this because of the way Alice More speaks about the provisions, and because of the fear which she expresses. In actual fact the statute was not passed until after More's death in July of that year, but we note that the acts aimed at were to be void as from Feb. 4th, when that session began.

Anyone who took property which had originally been More's on or after the first of March 1534 (the date fixed in the statute of that year, see above) would have to take care. If he asserted or relied upon the title of any other person than the king or his grantee he would become liable to pains and penalties for denying the king's rights titles and interests, and though this might not be a criminal charge of any precision one would be well advised to steer clear of all such dangers. More had evidently let Alice manage the farm at Sutton Court which he had leased several years before from his friend, the diplomat Pace, who subsequently died insane. Alice, while undisturbed in her tenure of this farm, sold to John Lane whatever interest she had, and the form of her bill of complaint published in *Moreana* n° 4, suggests that her legal adviser took shelter behind s. 3 of the Act of Attainder. Whether in fact she sold so modest an interest as "all her interest and good will", or actually the lease itself, we cannot tell. The bill makes out that she only sold what it was lawful for her to retain and sell

after March 1, 1534, within the terms of that retroactive statute. The farmer, Lane (8), naturally needed sheep for his acres of ploughed land and his meadow. Alice had some sheep (where we do not know, but possibly on the farm in question), and was willing to sell them. At the time she sold she must have had some ostensible title in the sheep, and the question remains what that title was. Here we are guessing, but it seems altogether probable that the sheep, along possibly with many other sources of profit, were made over by More to Alice prior to May 1st, 1534. This will explain how it was that she was not dispossessed of them even after the passing of the Act of Attainder. Lane, in May 1535, had no difficulty about buying the sheep from Alice. Later however he had doubts about paying for them.

Alice was forced to proceed against Lane by bill in Chancery. An important function of the Chancery was to supplement and correct the law administered by the courts of law (9). The Chancellor would enforce bargains which were not capable of being enforced at law for want of an agreement under seal, but he would do so only if the genuine character of the bargain was proved, as for example by part performance (as in this very case) (10). If the failure to perform an agreement was due to fraud or deceit, or if the defendant could escape his liability in conscience by any of the technical exceptions (e.g. wager of law) (11) known to the courts in Westminster Hall, the Chancellor could order the defendant to do what was right in equity and good conscience. He could, for example, order one who failed to seal and deliver bonds or conveyances to do this, and there are very numerous examples of proceedings in Chancery for this very relief.

Alice claimed that Lane failed to pay for sheep he had lawfully bought and obtained from her, and that therefore he must pay the remainder of the purchase price. She also claimed that, having persuaded Alice to release her possession and control de facto over Sutton Court, he had refused to deliver a sealed obligation or bond

embodying the terms of the transfer, which were that Alice should obtain an annuity. The sale for an annuity was probably as much a term or condition favourable to Lane himself as a kind of maintenance provision for Alice. Lane's answer is curious, and Alice's replication even more interesting. Lane says that More's own title derived from a lease subject to a covenant to restore the property leased together with certain cattle. Lane's own title after More's death was due to a grant from the Crown (for which he no doubt paid something). This was necessary since More's lease having been forfeited by reason of the statute of 1534, no sub-tenant or licensee from More or any representative of his could have any title to the property. Therefore Lane obtained the remainder of the lease (the remaining term of years) from the King. But, when he obtained it, he obtained it subject to the covenant to restore to the freeholders, the Dean and Chapter of St. Paul's, the cattle specified in the original lease to More.

From these facts two separate contentions emerge. The law which worked a forfeiture of More's lease simultaneously deprived More or any representative of his, whether during his lifetime or after his death, of any right to recompense for admitting a successor to Sutton Court. Hence any agreement to pay an annuity to Alice must have been without legal foundation. Where the law clearly removed the title, the Chancellor was in no position to apply a remedy in favour of the claimant of such a title or any benefit derivative from it. That was that.

But the second contention was distinctly a Chancery point. The remainder of the lease being subject to the positive covenant to restore cattle, etc., Lane was obliged when the term ended to make satisfaction to the Dean and Chapter of St. Paul's. We know that the latter granted him a new lease, on terms of which we know nothing, and we do not know how he made his peace with them. Possibly the size of his new rent reflected his failure (if any) to comply with the requirement in the old lease. But Lane's difficulty at the end of

the old lease was due to the earlier disappearance (as he says) from the farm of the cattle which ought to have represented his stock and "implement" (as they then put it). If the sheep were on the farm (as seems highly likely) the inference was that they belonged to More at the time of his attainder. They therefore represented, as if by a process of conversion, the original cattle on the farm when the lease was granted to More. If the burden of the covenant was to pass to Lane along with the lease, the cattle also should similarly have passed, and if the sheep did not represent the original cattle More's estate was liable to make good the loss, unless Lane explicitly indemnified it, which he had not done. But, more important, if the sheep did represent the original cattle, Alice More could not take payment for them and leave the burden of the covenant on Lane. If, as we supposed at the outset, the transaction with sheep and the lease took place at the same time the point in equity was clear: Alice could not sell the lease coupled with the covenant to deliver cattle at the end of it and separately sell the sheep which represented the cattle to be delivered: unless, of course, the purchaser indemnified her against the claims of the lessors, the freeholders, namely the Dean and Chapter.

But these contentions had a flaw. The right of the king to grant the remainder of the lease to Lane derived from the attainder of More. That attainder deprived More of all his goods and chattels *de jure* if not *de facto*. Consequently he could not have any executor or administrator, no "personal representative" after his death. (The freeholds which he lost are of course no concern of ours at this moment.) Since More had no personal representative there was no one who could be compelled to perform his covenants. Therefore the obligation to restore the cattle could not be enforced upon anybody. It could not be enforced against the king, since he took the lease by forfeiture subject to the defect that the covenant had become void. This, if a correct view of the law, turned out to be a convenience for Lane of

which he may or may not have been unaware. But at the same time it deprived Lane of the right to seek equitable relief against Alice in respect of the purchase of the sheep from her, which purchase as such Lane freely admitted.

Now if Lane could not obtain equitable relief against Alice in respect of the unpaid purchase price of the sheep, to whom did that unpaid purchase price belong? If it is contended that the sheep belonged to More, and to the farm, and were in some way connected with that old lease, then they had been forfeited to the Crown and their value must belong to the king, since when the king granted the old lease to Lane he did not grant those sheep with it. Lane's Answer relies entirely on the attainder of More and hints that Alice was wrongfully possessing the sheep as More's representative, and that her ostensible control in respect of the sheep was like her ostensible control in respect of the farm: she was really possessed of the Crown's property. But there is another possibility, as we have seen from the dates, namely that More gave the sheep to his wife in order to avoid their being seized after his refusal to take the oath worked a legal forfeiture of his goods and chattels. The question, whose sheep they were, remained to be investigated. Therefore Alynngton, Alice's solicitor, sets out in the Replication the simple plea that since More lost his goods and chattels by his forfeiture, the right to the price of the sheep was a right at large: the possibility that the money belonged to the Crown was obvious, upon Lane's own showing, and therefore the money must be paid into court until the circumstances of the sale had been investigated. Lane would know that once the money had been paid into court, one of the king's advocates would be charged with the task of repelling all claims hostile to the Crown, and it might be difficult to establish that More's alleged gift to Alice (if, as we supposed, it took place) was not a "fraudulent conveyance" within the meaning of the common law (upon which we dilated in *Moreana* n° 5). Lane would never see his money again, even

if Alice saw none of it.

What did Lane do? The parchments at the Public Record Office indicate by their silence all we need to know. There is no endorsement of a subpoena, no date was fixed for the hearing. The case never came before the Chancellor. Why? Lane, likely to lose all the money upon a view of the law put forward (rashly?) in his own solicitor's pleadings, must have hastened to Alyngton and agreed to pay at least half the amount in dispute in consideration for Alice's not prosecuting her bill.

What of Sutton Court? As Lane correctly shows, his new lease under seal and his possession under that lease meant that any proceedings to disturb him must be commenced in a common law court. The circumstances in which this lease was acquired were such that no fraud or deceit could be alleged, and even if he had required Alice's consent before he took possession prior to his approach to the king that consent had been rendered worthless by the retroactive legislation. So the point was conceded and Alice in the end obtained only about a half (we shall suppose) of her dues in respect of those sheep.

Has all this any light to throw on Thomas More? More's own litigation in respect of his property may not throw any real light on More himself. Does his unfortunate wife's litigation throw any light on him and his predicament? If it had not, this present writer would not have transcribed and offered the texts completing the series for publication here. Subject to the conjecture that Alice came into possession of the farm and of the sheep, etc., through More's foresight, we have here the aftermath of the same prudent arrangements whereby More attempted to protect his family against his own deliberate disobedience to the law of England. He saw no reason why they should suffer for his scruple of conscience. His freeholds he attempted to convey away by deeds which we have discussed before. In one case he was successful in so doing. His leaseholds and chattels, or at any rate some of them,

he tried to give to his family in the hopes that when the forfeiture came they would be beyond the grip of the royal escheators (12). He may very well have advised Alice that if it came to the worst she should sell for an annuity, and if she could not sell the interests themselves she could sell the "good will", that very vague but still profitable right, the right to hinder, to obstruct, to compete, or otherwise render infructuous a perfectly legal transfer. And one can sell whatever interest one has (it might turn out to be none) and one's "good will" for quite a substantial sum of money. We cannot be sure that More gave this advice, but we can be sure that one of his circle of lawyer friends and colleagues, fully apprised of his intentions, will have advised it.

The documents themselves have no problems (13). The archaic language is the characteristic language of the law, much of which is still alive. It would be superfluous to encumber this article with notes of linguistic nature or having a bearing on the history of pleading in the Chancery.

#### N O T E S

(1) J.D.M. Derrett, 'More's conveyance of his lands and the law of "fraud"', *Moreana* n° 5, pp. 19-26.

The writer must add to the references there given a curious and obscure reference from Christopher St. Germain's *Doctor and Student*, Dial. ii, ch. 45. In that chapter the author, intending to suggest numerous points of conflict between canon and common law, innocently asks whether gifts of goods by a traitor, after his treason but before his attainder, are good in law. Apparently at canon law they would be.

(2) N° 212 in Rogers' *Correspondence*, pp. 547 ff, especially at p. 548 (top): '...yet your moste gracious Highenes of your moste blessed

disposition suffered your saide bedewoman, his poore wiffe, to reteyne and keepe still his moveable goodes and the reueneues of his landis to keepe her saide husband and her poore howseholde with.' The reference *ibid.*, line 18, to 'a new acte or twane made in this laste passed prorogacion of your Parliament' is certainly not to the statutes mentioned by Rogers in footnotes to that page, but to our statute, 26 h.VIII,c.23, which had been passed in November (as shown below), and (presumably) to rumours of the bill which was eventually introduced and passed with effect from Feb.4th,1535. The letter belongs to early January, 1535.

(3) More's conversation with his daughter recorded in Margaret's letter to Alice Alington (the antecedents of which require investigation), no doubt here relates a fact: '...hath also put in the Kynge towarde me that good and gracious mynde, that as yet he hath taken fro me nothing but my libertie...' (Rogers, *Connes* p., N° 206 (Aug. 1534), lines 624-5).

(3a) More is alleged to have told his daughter that the oath was bad in law and that his imprisonment was unjustified: Roper, *Lyfe of Sir Thomas Moore, Knighte*, E.E.T.S., N° 197, p.78, lines 8-11. Roper's memory may have related only to a comment of his wife that More more or less signified that other people's suspicions that the oath was bad in law had struck him too; his protestations in the published letters that he would not make any comment on oath or statute are more worthy of credit. Unfortunately historians have taken at their face value More's son-in-law's report. But there can be no doubt whatever but that the flaw was noticed and commented upon by people with access to Cromwell. Roper's curious reference to our Act of Attainder (26 H.VIII,c. 23) misled Chambers and others: no statutory provision was made to correct the fault in the oath as such. But the statute, as we shall show below, caters for common lawyers' scruples about the regularity of More's sufferings.

(4) *Letters and Papers Foreign and Domestic of the Reign of Henry VIII*, vol.7,N°1377, p. 523. An attested copy of the Act (perhaps required for the interrogations in the Tower or in connected activities reported by More himself in the series of letters to Margaret) is preserved: *ibid.*, N° 1381, p. 524. Action on the statute was not slow. Grants of More's property were being made

in December 1534. On Dec. 16th a corody in the Monastery of Glastonbury (a "corody" is a pension payable by a person, usually an ecclesiastical person or religious house, and charged upon him for the maintenance of the patron, founder, or his nominee, for example) was granted to one R. Snell. *Ibid.*, N° 1601, 32 (p. 598).

(5) *Moreana* N° 5, p. 25, n. 2.

(6) Assent to bills was regularly given at the end of the "prorogation", or session. But proceedings of the Privy Council for this period are lost, and we cannot be sure if the normal procedure was adhered to.

(7) *Moreana* N° 5, pp. 21-2.

(8) "Lane" is not an uncommon name, but a John Lane was an acquirer of property from the king (the parsonage of Bexley, just as this manor included the parsonage of Chiswick) at this period. He may have been a speculator. Cromwell's "Remembrances", *Letters and Papers...* Henry VIII, vol. 7, N° 923, items iii, xxxvii, pp.339, 352.

(9) In More's time there was already much debate as to the propriety of interference with courts of law by subpoena and injunctions - More himself attempted to find some solution, or rather showed the complaining judges that a solution, if any, must lie with them (Roper, *Lyfe*, pp. 44-5) - and again as to the grounds upon which a subpoena could be obtained from the Chancellor (C. St.Germain, *Doctor and Student*, Dialogue i, ch. 17). All that one needs to know for the purposes of this little study is contained conveniently in T.F.T. Plucknett, *Concise History of the Common Law* (5th edn., London, 1956), pp. 685-707, especially pp. 688-9.

(10) A typical relief in Chancery was "specific performance" of a contract. This would be granted if certain conditions were fulfilled, amongst which the fact of "part performance" might figure. For the history of this see Story, *Commentaries on Equity Jurisprudence* (London, 1st. Eng. edn., 1884), §§ 716, 752-763, from which it will appear that the old category of evidence of the binding character of the bargain upon the defendant's conscience was utilised as a means of continuing equity jurisdiction notwithstanding a statute (that of 29 Ch. II, ch. 3), which does not concern us here.

(11) For this antiquated, and often fraudulent defence to an action for debt see W. Blackstone, *Commentaries on the Laws of England* (various editions), III, ch. 22, § vi. See also Plucknett, op. cit., under Index, tit. "Wager of Law (Compurgation)". Suitors in Chancery frequently alleged that the defendant would "wage his law" unless a subpoena were issued. See e.g. *List of Chancery Proceedings*, vol. 5, p. 133 : 430/46; *ibid.*, p. 64:403/52.

St. Germain, i, ch. 18 expresses the opinion that if once the defendant wages his law there is no means, in a court of law or in the Chancery, whereby the debt may be recovered. The obligation in conscience remains, however (for what it is worth). If the defendant wages his law and thus commits perjury (along with some or all his compurgators) there was no remedy against him in the ecclesiastical court : *ibid.*, ii, ch. 24. St. Germain's *Second Dialogue* must have been written in 1529-30.

(12) Note "...my wyues gay gyrdle and her golden bedes. Howbeit I veryly beleue in good faith, that the Kynges Grace of his benigne pitie will take nothing from her" : More to Margaret Roper, N° 210 in Rogers, *Correspondence*, p. 540, lines 17-19.

(13) The present writer made his own transcript from photostatic copies. Independently an eye copy was made from the originals by Miss M. Franklin, whom this writer heartily thanks.

#### Note du Rédacteur en chef

Mr Derrett, comme l'indique son titre, étudie la situation financière où fut mise Alice Middleton par l'At-taînder de son mari. C'est en novembre 1534, après 8 mois de prison, que More fut officiellement, par acte du Parlement, frappé de mort civile : tout ce qu'il possédait à la date du 1er mars 1534 était dévolu à la Couronne. Lorsqu'Alice, le 1er mai 1535, vendit à Lane un troupeau de moutons, l'acheteur estima le marché régulier, puisque, le 12 avril 1536, il versa £20 sur les 36 qu'il devait. A défaut d'un contrat scellé, ce paiement partiel constituait devant le tribunal d'équité une reconnaissance de dette : c'est pourquoi Alice a recouru au Chancelier pour obtenir de Lane paiement total.

G.M.

In transcribing the text, we have tacitly expanded the many contracted spellings of the original document, put (*sic*) after what are evidently scribal errors, and a question mark after doubtful readings.

P.R.O. (Chancery Proceedings Early) C.I./851.N° 39.

#### THAUNSWER OF IOHN LANE TO THE BILL OF COMPLAYNT OF ALICE MOORE

The said Iohn lane ffor Awnsver saith that the vj<sup>th</sup> daye of Marche the xv<sup>th</sup> yere of the rayn of our sovereyn lorde kynge Henry the viij<sup>th</sup> Richerde Pace then dean of the Cathederall Church of saynt Pawll in London by dede indentyd made between hym of the one parte and Sir Thomas moore knyght late lorde Chauncellour of England and late housbond to the sayd complaynaunt of the other parte and datyd the daye and yere before rehersed demysed graunted and to ffarm dyd let vnto the sayd Sir Thomas Moore by the name of Sir Thomas Moore knyght Vnder Tresaurer of England all that this (*sic*) manour or lordshippe called Sutton lying in the parysche of Cheswyke in the Countie of Mydds then belongyng to the same dean togyther with all landes medowes pastures lesnys (A) woodes and Rentes with a wood called the olde holte and also all the Tythe of Corn and grayen of the parsonage of the sayd paryshe of Cheswyk with all and syn-gler the appertenaunces to the said manour or parsonage in any wyse appertaynyng and belongyng excepte certeyn (?) thynges in the sayd Indenture excepted / To haue and to hold the said manour landes tenementes tythe and all other the premisses with thappertenaunces, excepte in the said Indenture excepted to the sayd Sir Thomas More his executours and assignes for term of certeyn yeres

comprised in the sayd Indentur yelding and paying for the same yerely vnto the sayd late Dean and his Successors and assignes certeyn Rent in the said Indentur containyd payable att certeyn days in the sayd Indenture lymyted (?) and recyted And by the said Indentures the said Sir Thomas More knolledged hym sylffe to haue Receyved the daye of the date of the same Indentures of the said late dean certeyn ymplementes of corn catall and medowe belongyng to the sayd manour as hereafter ys expressed that ys to say ix oxen price every ox xij s. xxxvij acres sawen with wheate xviiij acres sawen with Rye and meslyn (B) xviiij acres sawen with otes xij acres sawen with Barley lxiiij acres of ffalowe a medowe called the longe medowe all whiche premisses the sayd Syr Thomas by the sayd Indenture covenanted that his executours and assignes att thend of the sayd term or att any tyme that the sayd lease and term should be voyde should delyuer good sufficient and ablesam levying (sic) and delyveryng the sayd implementes as ys before rehersed by force wherof the sayd Sir Thomas More in to the sayd manour landes tenementes and other the premisses with thappertenaunces entryd and was therof possessed and so beyng therof possessed the sayd Richard pace late Dean of the sayd Cathedrall Church dyed after whoys deth the Reuerent ffather the Byshoppe of Chechester nowe beyng was made dean of the sayd Cathederall Church and ys att this present tyme dean there And after in the... yere of the Rayn of our nowe souereyn lorde kynge Henry the viij<sup>th</sup> The sayd Sir Thomas More was of certeyn highe Treasons attaynted according to the order of the lawe and putt to deth/ by reason of whiche attaynder thentrest tytle and term of yeres of the sayd Syr Thomas of and in the premisses cam to the kynges highnes who at the humble sute of the sayd defendant gave and graunted vnto the sayd defendant all suche interest title and term of yeres as his grace then had in the premisses duryng the yeres comprised in the said Indenture by force wherof the sayd defendant in to the sayd manour landes tenementes and other the premisses with thappertenaunces entryd and

was therof possessed vpon the attayndre of the whiche Syr Thomas More all the sayd stock and ymplementes before rehersed were so embayselyd and conuayde from the sayd ffarm that they coulede not be ffurthe cummyng according to the covaunte of the sayd Indenture And after the sayd Complaynaunt bargained and sold the Shepe mencyoned in the sayd byll of complaynt vnto the said defendant in maner and form as in the sayd bill is expressed After whiche bargayn and sale thus made the sayd nowe dean advysed the sayd defendant that yf he had any of the said goodes catalles or ymplementes before rehersed yn hishande by reason of the sayd lease or dyd awe any thyng vnto the sayd complayment that he should kepe the sayd goodes in his handes and staye the payment of suche dett vntyll suche tyme as yt might be perfytely knowen howe the sayd ymplementes should be Restoored vnto the sayd dean and Chapter or satisfaccion for the same / att whoys request the sayd defendant hath stayed the payment of the Som of xvj<sup>li</sup> mencyoned yn the sayd byll and demaunded by the sayd complaynaunt And after the sayd Bysshoppe beyng dean of the sayd Cathederall Church and Chapter of the same att the contemplacion of the kynges maiestie by Indentures sealed with the Chapter seale datyd the xix<sup>th</sup> daye of Ianuarii the xxix<sup>th</sup> yere of the Rayn of our sayd souereyn lorde demysed and graunted the said manour landes tenementes and other the premisses with there appertenaunces vnto the said defendant and his assignes for term of certeyn yeres yet enduring yelding and paying therefore yerely a certeyn Rent betwen theym agreed by force wherof he ocorpieth and enioyeth the same as lefull ys for hym to doo / Withowte that that the said defendant for and vpon any suche cause or concideracion as ys recyted in the sayd byll or for any other cause dyd graunt or promyse vnto the sayd complaynaunt during her lyfe x<sup>li</sup> as is surmysed yn the said byll or that the sayd complaynaunt made any graunt or promyse vnto the sayd defendant of the ffarm mencyoned in the sayd bill whiche yf she had hyt had byn voyde (C) by cause she had no tytle right nor ynterest in the same /

or that the sayd defendant caused any obligacion to be made for the payment of the sayd xli yerely as is aforsayd / or that the sayd defendant dyd by meanes of the said complaynaunt optayn or gette the sayd ffarm to hym and his assignes as ys recyted in the sayd byll or that the refucell of the sealyng and delyverance (?) of the said obligacyon ys agayn right or consciens or that the sayd defendant entendyth or hathe entendyd to defrawde and begyle the sayd complaynaunt of any thyng that to her lefully appertayneth and belongeth or wrongfully to withhold from her any of her dutye and withowte that that any other thyng effectuell or materiell yn the sayd bill alledged and not here sufficiently confessed and avoyded denyed nor trauersed ys true all whiche matters he ys redy to answre as this Courte wyll Award And prayth that the sayd nowe dean may be called unto this honourable courte to enterpleede with the sayd complaynaunt concernyng the sayd xvj<sup>li</sup> for the dyscharge of the sayd defendant.

Ibid., n° 40

THE REPLICACION OF DAME ALICE MORE  
TO THAUNSWER OF JOHN LANE

The said dame Alice More saith that the said bill of Compleint was trewe certeine and sufficient in the lawe to be Aunswred vnto and the matter therin conteynd not feynid nor Imagynde by the said Compleinaunt to any such intent or purpose to put the said Defendaunt to any Inyust vexacion costes or expenses / And further the said Compleinaunt saith and averreth every thyng to be trewe as in the said bill is alledged without that the said Defendaunt dyd optayne the lesse of the fferme of Sootton Court aforsaid without the good will and mynd of the said Compleinaunt for which

good will the said Defendaunt dyd promys the said soome of xli yerely to be paid vnto the said Compleinaunt in manner and fforme as in the said bill truly alledged And for so mouch as the said Defendaunt confesseth in his Aunswer that he ys indetted to the said Compleinaunt in the some of xvj<sup>li</sup> sterlinge for the bargaen and salle of shepe in manner and forme as in the said bill is mentionyd made betwene the said Compleinaunt and the said John Lane now Defendaunt Siethens the attaynder of the said sir Thomas More, by the which attaynder all the landes and tenementes gooddes and Catalles of the said sir Thomas More was forfeid vnto our soueraine Lorde the Kinge that nowe is by the which attaynder it Dooth appere that the said sir Thomas More could not haue any goodes or Catalles wherof he might make executor and any person myght be admynistrator vnto the said sir Thomas more or any person should be chargid to performe his Covenantes as in the said Aunswer is alledged / wherfore it maye please your good Lordship seinge that the said Defendaunt dooth confesse the Dewtie of xvj<sup>li</sup> vnto the said Compleinaunt for the sheppes of the said Compleinaunt And no cause shewid why the sad Defendaunt should detayne it to command the said Defendaunt to deliuer vnto this honerable Court of Chauncery the said xvj<sup>li</sup> and the said soome of xvj<sup>li</sup> there to remayne vntill an order be by your good lordshipp made to whome the said xvj<sup>li</sup> should be paid / (D).

(A) *lesnys*, apparently for *leasings*, from lease, leaze (pasture-land).

(B) *maslin*, mixed corn, e.g. rye mixed with wheat.

(C) 'voyde' inserted above the line.

(D) The name of Alyngton, Dame Alice's so-

licitor, appears at the top left-hand corner of the document. The document ends with a symbol resembling 'xts' to indicate that the pleading is completed. A similar sign is nowadays drawn on the outer fold of the brief before the barrister parts with it, each barrister using a slightly individual sign.

### Résumé des documents

Pour se défendre, John Lane contre-attaque. Le domaine de Sutton Court, dit-il, appartient au doyen et au chapitre cathédral de Saint-Paul de Londres. More en a pris possession en vertu d'un bail signé entre le doyen Richard Pace et lui-même, le 6 mars 1524, date où il était Vice-Trésorier du royaume. Le contrat, outre la terre, mentionne du bétail (9 boeufs à 12 sh. la tête), 85 arpents de céréales diverses et 64 arpents de jachère : tous avantages qui, le jour où cesse le bail, sont à restituer par les héritiers de More aux nu-propiétaires : or le bail a été terminé, en ce qui concerne More, par son expropriation comme traître. Aussi Lane a-t-il passé avec le nouveau doyen de Saint-Paul's, le 19 janvier 1538, un contrat en bonne et due forme qui lui donne l'usufruit de Sutton Court jusqu'à l'échéance du bail. Alice, veuve du traître dépossédé, n'a aucun droit sur ce domaine, il ne lui versera donc pas les £ 10 d'annuité. Le doyen lui a en outre conseillé de surseoir au paiement des moutons : sont-ils bien à elle ?

Dans sa réplique, Alice renonce aux £ 10, puisqu'en effet le Roi hérite de la ferme ; mais elle revendique toujours les £ 16 & 8d. qui lui restent dus pour les moutons. S'il y a quelque restitution à faire sur Sutton Court, dit la réplique, c'est aux héritiers de la ferme que ce devoir incombe. - Lane laisse un trou sur la date de l'Attainder, (p.22). More a été arrêté le 17 avril 1534, en la 25ème année de Henry VIII, et l'Act of Attainder est de novembre 1534, en la 26ème année de Henry VIII.