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Sir Walter Leveson and ...Humphrey Gifford, John Fowkes esq, Samuel Pyper, gent with William Davenport and Jane his wife petitioners before us in Chancery versus Walter Wrottesley and Joyce at Westminster 11 February 1st year of the reign of James I

William Davenport, son and heir apparent of Henry Davenport of Chorley and Jane his wife. Whereas Francis Bromley of Haunde in the County of Salop esq late father of the said Jane was in his lifetime lawfully possessed of and in diverse goods, chattels, household stuff, plate, jewels and sums of money to the value of two thousand pounds as of his own proper goods and chattels and whereas the said Francis Bromley being so possessed did by good assurance thereof in the law give, demise and assign to the said Jane in money and other goods and chattels for her proferment in marriage amounting to the whole to the sum of one thousand pounds and did constitute and appoint Joyce Bromley then his wife and mother to the said Jane to have the safe keeping and proceeding of the said assurance so made as aforesaid and further willed and required the said Joyce upon his death bed that she the said Joyce would have motherlike care of the said Jane and to perform his said intent and mind to the uttermost value according to the content of the said assurance so made as aforesaid and afterwards died by and after whose death the said Joyce did marry and espouse Walter Wrottesley of Wrottesley in the County of Staffs esq betwixt whom there were indentures of covenant made and settled for the more speedy effecting of the said marriage in which said indentures it was especially concluded and agreed that the said Walter Wrottesley should perform all and every such act and acts which her other late husband did make in his lifetime for the payment of the marriage money of the said Jane and as was by him required as he lay on his death bed and should likewise give the said Jane £300 more for increase of her portion but now so it may please your lord that they the said Walter Wrottesley and Joyce his wife having gotten into their hands custody and possession [of] the said assurance made unto the said Jane or unto her use as aforesaid and pretending that there was never any such gift or grant made of the goods, chattels and premisses for that she the said Jane being but of a young and tender years at the time of the death of her late father neither she nor your orator William Davenport know the contents and particulars thereof neither the kind, quality, quantity or value of the same they the said Walter Wrottesley and Joyce his wife have and do refuse and deny to deliver unto your said orators the said goods, chattels and premisses so given and demised to the said Jane or to make any due satisfaction for the same in tender consideration of the premisses and for as much as the said Walter Wrottesley and Joyce his wife have diverse and several times confessed and acknowledged that the marriage of the said Jane was worth in money, goods and chattels to the value of £1,200 at the least and for that your said orators knowing not the ...date or contents of the said assurance nor of the said goods, chattels and premisses and that the said Walter Wrottesley and Joyce his wife do deny to satisfy and pay unto your said orators may it therefore please your good lord to grant unto your said orators the kings majesties writ of ?spirit to be directed to the said Walter Wrottesley and Joyce his wife commanding them thereby etc

The joint and several replies of Walter Wrottesley and Joyce his wife.

The said defendants having the benefit and all advantages of exceptions to all and every the uncertainty insufficiency contrariness and imperfections of the said Bill of complaint now and at all times hereafter to them and either of them saved and reserved for answer thereunto say and first the said defendant Joyce for herself says that Francis Bromley her former husband did not have the goods, chattels, household stuff, plate, jewels and sums of money to the value of two thousand pounds as of his own property nor anything like that amount nor was it probable that he should have that sort of money because he died shortly after his father, Sir George Bromley and in the life of Dame Jane Bromley his mother and in the life of his father he never had more than £50 over the charges of the diet of him and his family and never attained to the substance of his living and estate yet carried himself in porte and shewe to the uttermost limits of his habilitie and therefore was unlike to raise and such portion of goods as in the said bill is pretended neither had the said Francis any other means to raise the same save only out of his lands which (his mother living) were but of small yearly value to him in possession and not above £100 by year to this defendant's knowledge neither did the said Francis Bromley by any assurance in the law give, devise or assure

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to the complainant Jane in money or any other goods or chattels for her proferment in marriage or otherwise the sum or value of £1,000 or any other sum or value as in the said bill is untruly surmised For this defendant sayeth that the said Francis Bromley this defendant's said former husband, having issue by this defendant Thomas Bromley his eldest son Charles Bromley his younger son and the said Jane his only daughter, died intestate being possessed at the time of his death of goods, credits and chattels under the value of £350, 5s 8d....As by the inventory thereof taken after his decease whereunto she this defendant referred herself may appear. The administration whereof was committed by the Competent Ordinary to this defendant Joyce and the overplus thereof his funeral and debts discharged was of very small value and little benefit to defendant: howbeit this defendant sayeth that after the death of the said Francis Bromley this defendant Joyce having received of the said same Jane Bromley, widow relict and administratrix of the said Sir George Bromley the sum of five hundred and four score pounds part of a sum of £800 by the intent and true meaning of one indenture of covenant made between the said Sir George Bromley and Sir Edward Leighton this defendant's late father upon the marriage of the said Francis and this defendant. By which indenture the said sum of £800 was appointed or meant to be paid to the survivor of the said Francis and this defendant as by the same indenture to the which in this behalf for more certainty this defendant she referred herself more at large may appear. She this defendant Joyce had then a purpose upon the receipt of the said sum of five hundred and four score pounds in her widowhood out of motherly love and affection and the tender care and respect she then had of the said Charles Bromley her younger son and the said complainant Jane then her only daughter to bestow and confer on them a good part of the sum of five hundred and four score pounds by her received as aforesaid and the rather for that the said Francis Bromley their father was then dead and had not in any sort to her this defendant's knowledge provided or left unto them any portions at all to maintain or advance them with. And therefore and because the said Jane this complainant was to reap her only advancement by the free gift of ... this defendant; she this defendant as she remembers as well to restrain her the said Jane this complainant from making unfit choice in her marriage as otherwise to reserve a power in her self this defendant to dispose of all of the greatest part of the said portion meant to be bestowed on the same Jane this complainant to any other of her children or kindred as to her the defendant should seem expedient in express terms as she now remembers declared her intention and meaning to be in that behalf that she the said Jane would be advised and ruled by her this defendant in her marriage that then she should have had of the said money by her this defendant so received the sum of £300 with all the increase thereof otherwise she should have no more than the value of that she this defendant then intended to bestowe to and upon the said Charles brother of the said Jane which was but £100 and to that end and under that caution and fore prise she this defendant did as she remembereth disbursed and delivered out of her hands to one William Barker now deceased in whom she reposed trust in that behalf the sum of £400 of lawful money of England being the proper money of her this defendant to be set forth for them to the best increase and benefit, and shortly after these defendants intermarried between whom there were not any indentures of covenants sealed or made for payment of any sum or sums of money to or for the said Jane as in the Bill is currently surmised and the said Jane one of the complainants before the said marriage and sythence by many years hath been maintained and kept with meat, drink, apparell and all other competent necessaries for her estate at the charge and responsibility of these defendants. And these defendants further say and trust that this honourable court will be of opinion that there is no cause why these defendants or either of them should be compelled to yield to the complainants or either of them any advancement at all in money or otherwise use the proceedings of the said complainants be duly respected for these defendants say that about September last past was twelve months (as their defendants remember) the said complainant Jane being then young was by some practices or provisions of the complainant William Davenport as the defendants truly think (a man in worth and estate far unworthy of such a match) privily enticed and stolen away from their defendants house at Wrottesley and married to him the complainant William without the probity, notice or consent of the defendants or either of them or of any other the good friends of her the said Jane to these defendants' knowledge and to the great discomfort of them ... she the said Jane then overlooking the care of her self and much forgetting her own parentage and worth, and the dutiful and good respect she ought to have had of the defendants and others her said good friends and kindred of which undue proceedings the defendants trust this honourable court

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will have good consideration without that that the said Francis Bromley was possessed of goods of any such value as is mentioned in the said bill or did by any assurance or otherwise give, deliver or appoint any such sum to the complainant Jane as in the said bill is surmised was possessed of such charge or make any such request to the defendant Joyce in that behalf as is supposed in the said Bill neither have these defendants or either of them now ever had in them or either of their hands custody or possession any deed, devise, writing or assurance containing any such gifts, devise or grant from the said Francis Bromley to the said Jane or to her use as is supposedor denied is true. All which matters these defendants are ready to aver and prove as this honourable Court in the said Bill contained material to be answered unto and not herein by these defendants sufficiently answered confessed and avoided reasonable costs and charges in this behalf wrongfully sustained

The Replication of William Davenport and Jane his wife to the answers of Walter Wrottesley esq and Joyce his wife defendants

All advantages of exception to the uncertainties and insufficiencies of the said defendants answers unto these respondents always reserved then for replication thereto they say and either of them saith in all and every thing as in their said bill of complaint they have already said and further they do and will aver justify maintain and prove their said Bill of complaint and all and every the matters and things herein comprised to be just and true in such sort manner and form as in and by the same their bill they being set forth and declared without that that the said Francis Bromley former husband to the defendant Joyce was not in his lifetime possessed of goods, chattels household stuff, plate, jewels and sums of money to the value of £2,000 of his own proper goods nor anything were of that value or that it is not probable he should so be for the causes in the said answers suggested and .without that that the said Francis Bromley did not by any assurance in the law give demise or assure to the Repliant Jane in money or any other goods or chattels for her proferment in marriage or otherwise the sum or value of £1,000 or any other sum or value as in the said defendants answers is untruly alleged and without that that the said defendant Joyces former husband having such issue by her the said Joyce as in the said answers is declared died intestate and was possessed at the time of his death of goods, credits and chattels under the value of £350 6s and 8d or that it so appeareth by the inventory taken after her said first husbands decease and that the said Joyce having the administration of the said goods and chattels committed to her by the competent ordinary the over plus of them (his debts discharged and summarily performed) were of very little value and benefit to the same defendant Joyce as in the said answers it also untruly surmised and without that that the defendant Joyce after the death of her first husband Francis Bromley received of Dame Jane Bromley widow in her said answer named the sum of five hundred and four score pounds due to the said Joyce in such sort and for such cause as in the said answers is alleged and that the said Joyce upon the receipt of the said five hundred and four score pounds in her widowhood did out of her motherly love and affection and for the respect she then had of this repliant Jane and Charles Bromley younger brother of this repliant intend and purpose to bestowe on them a good part of the said sum of five hundred and four score pounds by her so received as aforesaid and that she did so purpose because the said Francis her late husband had not in any sort (to her the said defendants knowledge) provided for or left unto them any portions at all for their advances as in their said answers as also pretended and without that that the defendant Joyce did according to this her said purpose disburse and deliver out of her charge upon trust to one William Barker deceased the sum of £500 of lawful money of England (being the proper money of her the said defendant Joyce) be set forth to the best increase and benefit of this repliant Jane and the said Charles her son but did as well to restrain this repliant Jane from unfit marriage as also to reserve power in her self to dispose all or the greatest part of such portion as intended to the repliant Jane to any other of her children or kindred at her pleasure declare in express words that the said Jane should have the sum of £300 of the money delivered over as aforesaid with the increase that came thereof under this caution viz that is she would be advised by her this defendant in her marriage but otherwise she should have no more but £100 as in the said answers is also untruly surmised and without that that the complainant Jane being young was by the other petitioner William Davenport (being a man far unworthy to marry the said Jane) about September last past was twelve months by practises and persuasions privily enticed

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and stolen away from the house of these defendants at Wrottesley and married without their consent or the consent of any other their friends to the great discomfort of her said friends and that therefore this honourable court should be of opinion that the plaintiff ought not to have any advancement yielded there at all in money nor otherwise as in their said answers is likewise untruly suggested for this repliant William Davenport saith that he was every way worthy to match with the said Jane and that the said marriage was no disparagement at all to her neither did he the said William Davenport entice or steal her away in such sort as is pretended but with the good liking of her the said Jane (being then of good discretion) was married unto her and since their said marriage this repliant William Davenport had maintained his wife in fit sort according to her degree and reputation and without that that any other matter or thing in their said answers contained material or effectual in the law to be replied unto is true in such sort as in the same they being set forth and declared and is not herein already sufficiently replied unto and avoided trans..sed or denied all which matters and things these defendants are ready to justify, maintain and prove as this honourable court shall think fit and humbly ?prove as in and by their bill of complaint they have already ?proved

Signed: William Brooke

To the Right Honourable Thomas Lord Ellesmere Lord Chancellor of England

Humbly complaining showeth unto your lordship your daily orator William Davenport of Chorley son and heir apparent of Henry Davenport of Chorley in the County of Chester, gent and Jane his wife that whereas Francis Bromley of Hawnde in the County of Salop esq late father of the said Jane was in his life time lawfully possessed of and in diverse goods, chattels, house ... plate jewels and sums of money to the value of £2,000 in money and other goods and chattels for her proferment on marriage amounting to the whole to the sum of £1,000 and did constitute and appoint Joyce Bromley then his wife and mother to the said Jane to have the safe keeping and preserving of the said assurance so made as aforesaid and further willed and required the said Joyce upon his deathbed that she the said Joyce would have a motherlike care of the said Jane and to perform his said intent and mind to the uttermost value according to the content of the said assurance so made as aforesaid and afterwards died by and after whose death she the said Joyce did marry and espouse Walter Wrottesley of Wrottesley in the County of Stafford esq between whom there were indentures of covenant made and sealed for the more speedy effecting of the said marriage in which said inventories it was especially concluded and agreed that the said Walter Wrottesley should perform all and every such act and acts which her said late husband did make in his lifetime for the payment of the marriage money of the said Jane and as she was by him required as he lay on his death bed and should likewise give the said Jane £300 more for increase of her portion. But now so it is may it please your Lordship that they the said Walter Wrottesley and Joyce his wife having gotten into their hands custody and possession the said assurance made unto the said Jane or unto her use as aforesaid and pretending that there was never any such gift or grant made unto her the said Jane and if any were that your said orators have no remedy by the course of the common law for recovering of the said goods, chattels and premisses[/promises] for that she the said Jane being but of young and tender years at the time of the death of her said late father, neither she nor your orator William Davenport know the the certainty and particulars thereof neither the kind, quality quantity or value of the same they the said Walter Wrottesley and Joyce his wife have and do refuse and deny to deliver unto your said orators the said goods, chattels and premisses so given and demised to the said Jane or to make any due satisfaction for the same. In tender consideration of the promises and for as much as the said Walter Wrottesley and Joyce his wife have diverse and sundry times confessed and acknowledged that the marriage of the said Jane was worth in money, goods and chattels to the value of £1,200 at least and for that your said orators knowing not the certain date or contents of the said assurance nor of the said goods, chattels and premisses and that the said Walter Wrottesley and Joyce his wife do deny to satisfy and pay unto your said orators may it therefore please your good Lord to grant unto your said orators the King Majesty's writ of subpoena to be directed to the said Walter Wrottesley and Joyce his wife commanding them and either of them thereby at a certain day and under a certain pain therein to be ?prefixed and appointed personally to appear before your honour in his majesty's high Court of Chancery to answer the p..omsses And further to stand and abide such order and

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direction herein as to your good Lordship shall be thought most meete to stand with right and equity and your said orator shall daily pray unto god for your good Lordship being to live in health
Signed: William Brooke

Writ April 20 1604 to Walter Wrottesley esq and Joyce his wife. Signed: Walter Leveson, John Fowkes, Samuel Piper

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