

C2/JASI/N4/57

**CHANCERY PETITION: BONHAM NORTON AND JOHN BILL v. ROBERT BARKER**

**(1) The petition of Bonham Norton and John Bill**

[Endorsed] 8<sup>th</sup> January, 1618 [i.e. 1619]

To the Right honorable S<sup>r</sup> ffrancis Bacon Knight  
Lord Channcello<sup>r</sup> of England

1. Humble manner Complayning sheweth vnto yo<sup>r</sup> good Lo<sup>pp</sup> yo<sup>r</sup> Orators Bonham Norton of London Esquire and John Bill citizen and Stacioner of London That Whereas Robert Barker Esquire late printer to the Kinge Ma<sup>tie</sup> that nowe is heretofore that is to saye about Iune in the twelveth yeare of his Ma<sup>ties</sup> Raigne became |
2. dylie indebted vnto yo<sup>r</sup> said Orator Bonham Norton the some of Three hundred and Three score poundes of lawfull money of England And whereas also yo<sup>r</sup> said Orato<sup>rs</sup> Bonham Norton and John Bill at the speciall request and desire and for the meene and proper debt and cause of the said Robert Barker by and all other |
3. Obligacō bearing date on or about the seaventh day of Iune in the said Twelveth yeare of his Ma<sup>ties</sup> Raigne became ioyntlie and severallie bound and obliged together wth the said Robert Barker vnto S<sup>r</sup> William Craven Knight citizon and Alderman of London [hole] the some of Twoe Thousand |
4. and ffyve hundred poundes of lawfull money of England w<sup>th</sup> condicon endorsed for payement to the said S<sup>r</sup> William Craven his Executo<sup>rs</sup> or Assignes of the somme of One Thousand ffiue hundred Three score and fifteene poundes of like money on a day then [hole] now long since last past And |
5. [hole] said Obligacō and Condicō more planelie and at large it doth and may appeare ffor securitie and Assurance to be had and made to yo<sup>r</sup> said Orato<sup>rs</sup> & their Executo<sup>rs</sup> and Administrato<sup>rs</sup> aswell of and for the payement of the said [2 words illegible] hundred and Three ?score ?in debt |
6. [hole] Also for their indempnitie and saving harmelesse of for, from and concerning the said Obligacō and of and from all Accōns suits Iudgemen<sup>ts</sup> Execucōns damages losses and demaundes by reason or meanes of the said Obligacō to growe or [2 words illegible] diverse and sundry ther good and |
7. reasonable Causes and Consideracōns him the said Robert Barker moving he the said Robert Barker by Indenture of Lease vnder his hand and Seale bearing date on or about the Nynth day of the said Moneth of Iune in the said Twelueth yeare of his Maiesties Raigne did demise graunt |
8. to ffarme lett vnto yo<sup>r</sup> said Orato<sup>rs</sup> All that the Manno<sup>r</sup> of Sudeley also Sudley also Southley also Soudley w<sup>th</sup> the rights members and appurtenances thereof in the County of

Bucks And all and singuler the ffreeholds Messuages Landes Tenements and hereditaments with this and euery of |

9. their appurtenances then or late in the seuerall tenures or occupacōns of the said Robert Barker Morris Hale Edward Sarr Thomas Berrington John Reade William Reade [scribal space] Herbert Widdow, Thomas Henden Widdow Capell John Standiche [scribal space] helpen by or any of it |

10. And all and singuler other ffreehold Messuages Landes Tenements and hereditaments w<sup>th</sup> the appurtenances w<sup>ch</sup> the said Robert Barker and Christopher Barker Esquire his late ffather deceased or either of them did heretofor buy or purchase to them or either of them and their heires of them |

11. or of either of them of or from Thomas Crane gent Garret Hankinson Nicholas Hankinson John Reade John Hall then deceased Roger Hall and John Hall his Sonnes Richard Hall William Springall Edmond Tarkwell also Cobham and Henry Chandler or Margaret his wife or any of them |

12. situated and being in the parishes of Dochett also Datchet also Datchet Nr Wryardsbury also Wraysbury Vpton ffarneham Royall Burneham also West Burneham and Stoke also Stoke or any of them in the said County of Bucks and all and singular the ffreehold Messuages [word illegible] |

13. buildinge Tofts Cottages Dovehouses barnes Stables Orchards gardens Lands Tenements Meadows Leasowes pastures sheepgates ffouldcoarses or foldinge for sheepe Commons Common of pasture Wastes ffurrers heathes Moores Marishes Woods Vnder ?woods Waters ffishing [word illegible] |

14. ffishepondes Milles Streames ffranchises Iurisdiccōns Rights Royalties Comodities advantages prehemynences and hereditaments what soever w<sup>th</sup> thappurtenances to the said Manno<sup>r</sup> Messuages or Tenemen<sup>ts</sup> or any of them belonging or in any wise appurtaining or as part ?parcell |

15. or monies thereof or of any of them then or at any tyme thentofore w<sup>th</sup> in the space of Sixe yeares then past accepted reputed taken knowne vsed occupied or enioyed as part parcell or member thereof or of any of them sett lying and being in the Townes parishes [word illegible] |

16. hamlet Territories and ffeildes of Datchet Wryardsbury Vpton ffarneham Royall Burneham and Stoke afore said or any of them in the said County of Bucks And the Revercōn and Revercōns remainder and remainders of the premisses and of every part thereof And |

17. all other the Manno<sup>rs</sup> Messuanges Landes Tenemen<sup>ts</sup> and hereditamen<sup>ts</sup> w<sup>ch</sup> thappurtenances of the said Robert Barker situate lying and being in the said Townes fields parishes or presincts aforesaid or elsewhere in the said County of [word illegible] to haue and to hold the said |

18. Mannors Messuages Landes Tenemen<sup>ts</sup> Rents Revercōns services and all and singuler the premisses in or by the said Indenture of Lease devised or mencōned to be devised w<sup>th</sup> thappurtenances to yo<sup>r</sup> said Orato<sup>rs</sup> their Executo<sup>rs</sup> Administrato<sup>rs</sup> or assigne the said somme of one thowsand ffor |

19. the making of the said Lease vnto the end and terme of Two hundred yeares from thence next ensueing and fully to be Compleate and ended vnder the yearlie Rent of Twelue pence of lawfull money of England payable at the ffeast of the Birth of ou<sup>r</sup> Lord God yearlie or within one |

**20.** quarter of a yeare then next following yf it be lawfully demaunded Vpon Condiçõn neverthelesse That yf the said Robert Barker his heires Executo<sup>rs</sup> or Administrato<sup>rs</sup> did not only pay or cause to be paid to yo<sup>r</sup> said Orato<sup>r</sup> Bonham Norton his Executo<sup>rs</sup> Administrato<sup>rs</sup> or Assignees |

**21.** the said somme of Three hundred and Three score poundes on the Twentieth day of October next ensueing the date of the said Indenture of Lease But also pay or cause to be paid to the said S<sup>r</sup> William Craven his Executo<sup>rs</sup> Administrato<sup>rs</sup> or Assignes the said somme of One thowsand ffive |

**22.** hundred Three score and ffifteene poundes on the Twentieth day of December next ensueing the date of the said Lease At the howse of the said S<sup>r</sup> W<sup>m</sup> scituate in Watling street London for and in discharge and making voyd and frustrate of the said recited Obligacõn [word illegible] |

**23.** then the Lease demise and graunt vse and estate and terme should cease determine and be vtterly voyd and of nowe effect As by the said Indenture of Lease yf yo<sup>r</sup> Orato<sup>rs</sup> had the same to shewe more plainelie and at large it would appeare And wheras yo<sup>r</sup> said |

**24.** Orators at the speciall request and desire and for the meere and proper debte and cause of the said Robert Barker by one other Obligacõn bearing date in or about ffebruary in the said Twelveth yeare of the Raigne of o<sup>r</sup> said Sovereign Lord James King and |

**25.** Ma<sup>ties</sup> that nowe is did become bound and obliged togeather w<sup>th</sup> the said Robert Barker vnto Robert Banckworth of London Scriveno<sup>r</sup> in the some of One thowsand and ffive hundred poundes of lawfull money of England w<sup>th</sup> Condiçon or endorsed |

**26.** the some of One Thowsand Threescore and Sixe poundes Thirteene shillinges and ffoure pence of like lawfull money of England at a certaine day then to come and nowe also long scithence past At the then dwelling house of the said Robert Banckworth in Bowe Lane London |

**27.** As by the said Obligacõn and Condiçõn nowe plainelie may appeare ffor securitie and assurance to be had and made to yo<sup>r</sup> said Orato<sup>rs</sup> and either of them for their indempnitie and saving harmeles of for and concerning wch said last mencõned Obligacõn |

**28.** and all sommes of money therein conteyned or mencõned the said Robert Barker by Indenture of Lease vnder his hand and Seale bearing date on or about the Eighteenth day of ffebruary in the said Twelueth yeare of his Maties Raigne did demise [2 words illegible] |

**29.** farme lett vnto yo<sup>r</sup> Orato<sup>rs</sup> All that the Manno<sup>r</sup> or Cheife Mansion howse of Tyle place also Tyles place or the Manno<sup>r</sup> Of Tyles place w<sup>th</sup> all the right members and appurtenances thereof whatsoever in the Counties of Berks and ?Surrie or either of And ?to |

**30.** all and singuler the Messuages Landes Tenemen<sup>ts</sup> Meadowes pastures ffeedinge woods vnderwoods Commons Rents Revercõns services and hereditaments whatsoever scituate lying being Coming growing or renewing in Old Windsor Stowe Windsor and |

**31.** Egham or any of them in the Countyes of Berks Bucks and Surrie or any of them w<sup>ch</sup> the said Robert Barker late had and purchased to him and his heires of or from Edward Morley of the Inner Temple London gent and Katherine his wife or in thereof [2 words illegible] |

**32.** hould the said Manno<sup>r</sup> or Capitall Mansion howse and all and singuler other the premisses therein mencõned to be demised w<sup>th</sup> thappurtenances to yo<sup>r</sup> said Orato<sup>rs</sup> their

Executo<sup>rs</sup> administrato<sup>rs</sup> and from the Twentieth day of October next ensuing the date [word illegible] |

**33.** last mencōned Indenture of Lease vnto the end and terme of ffyue hundred yeares from thence next ensuing and fully to be compleate and ended w<sup>th</sup>out ympeachment<sup>t</sup> of Wast vnder the yearlie Rent of or pepper Corne only payable at the ffeast of the Birth of o<sup>r</sup> |

**34.** Lord God onlie Or w<sup>th</sup> in one quarter of a yeare then next following (yf it be lawfully demaunded) And for the further and more better assuring and sure having holding and and enioyeing of the said Manno<sup>r</sup> Messuages Lanes Tenemen<sup>ts</sup> hereditaments [2 words illegible] |

**35.** to and by yo<sup>r</sup> said Orato<sup>rs</sup> their executo<sup>rs</sup> administrato<sup>rs</sup> and Assignes for and during the said terme of ffyue hundred yeares by and vnder the said yearlie Rent of one pepper Corne the said Robert Barker for him his heires executo<sup>rs</sup> and Administrators [2 words illegible] |

**36.** last mencōned Indenture of Lease Covenant and graunt to and w<sup>th</sup> yo<sup>r</sup> said Orato<sup>rs</sup> and either of them their and either of their Executo<sup>rs</sup> Administrato<sup>rs</sup> and Assignes That he the said Robert Barker before the laste daye of Easter Terme then next ensuing [word illegible] |

**37.** Iustices of the Kinges Ma<sup>ties</sup> Court of Common plees should and would knowledge and levy to yo<sup>r</sup> said Orato<sup>rs</sup> or the survivo<sup>r</sup> of them One ffyne sur conuyance de droyt comerceo wch w<sup>th</sup> proclamacōns therevpon after to be had according to the Lawes [2 words illegible] |

**38.** made and provyded Of the said Manno<sup>r</sup> Messuages Landes Tenemen<sup>ts</sup> and all and singuler the premisses by the said last mencōned Indenture of Lease demised By such name names and quanteties of Acres and in such manner and forme As by yo<sup>r</sup> said Orato<sup>rs</sup> or either of them [word illegible] |

**39.** of their Counsell learned in the Lawes of this Realme should be lawfully and reasonably devised or advised And that the said ffyne so to be levyed should be and should be adiudged deemed esteemed and taken to be To the vse and behoufe of yo<sup>r</sup> said Orato<sup>rs</sup> their Executo<sup>rs</sup> administrators and |

**40.** Assignes for and during the terme of ffyue hundred yeares by and vnder the said yearlie Rent of one pepper Corne Vpon Condiçōn Neverthelesse That yf the said Robert Barker his heires executo<sup>rs</sup> or administrato<sup>rs</sup> did or should on the Twentieth day of October [conjectural: next] |

**41.** ensuing at the said dwelling howse of the said Robert pay or cause to be paid to the said Robert Banckwoorth his Executo<sup>r</sup>s Administrato<sup>rs</sup> or Assignes the said somme of One Thowsand Three score and sixe poundes Thirteene shillinges and ffoure pence for and in discharge [2 words illegible] |

**42.** voyd and frustrate of the said recited Obligacōn to the said Robert Banckworth made as aforesaid And did also from time to time and at all tymes from thenceforth well and sufficientlie saue and keepe harmelesse yo<sup>r</sup> said Orato<sup>rs</sup> and either of them [4 words illegible] |

**43.** heires Executo<sup>rs</sup> and Administrato<sup>rs</sup> against all persones whatsoever of for and concerning the said last mencōned Obligacōn and of and from all and singuler accōns suits Iudgemen<sup>ts</sup> Execucōns damages losses hinderaunces and demandes whatsoever by reason or [2 words illegible] |

44. the said last mencōned Oblicacōn to growe or arrise That then the said Lease demise and graunt vse estate and terme of yeares in or by the said last mencōned Indenture of Lease conteyned or made should be vtterly void frustrate and of nowe effect as by the said last [2 words illegible] |
45. mencōned Indenture of Lease of yo<sup>r</sup> Orato<sup>rs</sup> had the same to shewe whereunto for more certaintie relacōn being had more plainelie and at large it would also appeare Which said some of Three hundred and Three score poundes or anie part thereof [2 words illegible] |
46. satisfified vnto yo<sup>r</sup> said Orato<sup>r</sup> Bonham Norton at the day and time lymitted by the said first mencōned Indenture of Lease for the payement thereof or at anie time sithence but the same doth still remaine vnpaid Neither more the said seuerall *sommes* of One thowsand and |
47. Three score and ffifteene poundes and One Thowsand Three score and sixe poundes Thirteene shillings and ffoure pence or either of them or any part or parcell of them or either of them satisfified or paid by the said Robert Barker to the said S<sup>r</sup> William Craven [3 words illegible] |
48. Banckworth respectivelie at the dayes and times limited by the said seuerall Obligacōns for the paiement of the same as aforesaid nor at anie time sithence but the same also and either of them and every part thereof due still remaine vnpaid By reason [2 words illegible] |
49. seuerall Oblicacōns become foreited and yo<sup>r</sup> said Orato<sup>rs</sup> being lyable to the same are daylie threatened by the said S<sup>r</sup> William Craven and Robert Banckworth to be sued vpon the said seuerall Obligacōns whereby the whole penalties of the same Obligacōns [2 words illegible] |
50. and recovered against yo<sup>r</sup> said Orato<sup>r</sup>s Whereupon yo<sup>r</sup> said Orato<sup>rs</sup> repayred to the said Robert Barker and requested him to satisfie the said severall *sommes* whereby yo<sup>r</sup> said Orato<sup>rs</sup> might be discharged of and from the said severall Obligacōns But the said Robert [2 words illegible] |
51. so to doe and thereuon yo<sup>r</sup> said Orato<sup>rs</sup> thincking to releeeue themselues in the premisses entered into the said Manno<sup>rs</sup> Lands and premisses to them devised by the said Two seuerall Indentures of Lease as aforesaid and were and are thereof lawfully possessed |
52. and are and ought to receave the Rents yssues and proffitts thereof accordingle But for it is may it please yo<sup>r</sup> good Lopp That yo<sup>r</sup> said Orators having by casuall meanes lost the said Two seuerally Indentures of Lease wch being come to the hands of the said Robert Barker [2 words illegible] |
53. Knowing that w<sup>th</sup>out levyng of the said ffyne yo<sup>r</sup> said Orato<sup>rs</sup> can haue noe good estate in the said Manno<sup>rs</sup> of Tyle place and other the premisses by the said last mencōned Indenture of Lease to them devised he the said Robert Barker doth not only [3 words illegible] |
54. said ffyne of the said Manno<sup>r</sup> and premisses vnto yo<sup>r</sup> said Orato<sup>rs</sup> But also refuseth to pay or satisfie vnto yo<sup>r</sup> said Orato<sup>r</sup> Bonham Norton the said *somme* of Three hundred and Three score poundes or to satisfie and pay vnto the said S<sup>r</sup> W<sup>m</sup> Craven [3 words illegible] |
55. the said seuerall *sommes* to them due and payeable or to discharge yo<sup>r</sup> Orato<sup>rs</sup> of and from the same Obligacōns as aforesaid notw<sup>th</sup>standing he hath by yo<sup>r</sup> Orato<sup>rs</sup> in gentle and

frendlie manne<sup>r</sup> byn thereunto often requested and desired And the said [2 words illegible] |

**56.** not therewithall contented hath of late practised and Combined w<sup>th</sup> one Edward Sares Thomas Berrington John Drewe and Rowland Leake being the present Tennants of the said Manno<sup>rs</sup> Landes and premisses so demised to yo<sup>r</sup> said Orato<sup>r</sup> [2 words illegible] |

**57.** Indentures of Lease as aforesaid to defraude and defeate yo<sup>r</sup> said Orato<sup>rs</sup> of the said Manno<sup>rs</sup> Landes and premisses and of the Rents and proffitts due and payable for the same And by such practise and Combinacōn they the said Robert Barker [3 words illegible] |

**58.** Thomas Berrington John Drewe and Rowland Leake haue made and contrived to themselues and other persons to their vse diuerse and sundry secret estates of the said premisses and refuse and deny to attoune or become Tennants vnto yo<sup>r</sup> said Orator [2 words illegible] |

**59.** vnto yo<sup>r</sup> said Orato<sup>rs</sup> or other of them for the Land Tenemen<sup>ts</sup> and premisses by them seuerally enioyed the Rents and proffitts by them seuerally due for the same or to discover or make knowne vnto yo<sup>r</sup> said Orators what estate or estates they [2 words illegible] |

**60.** haue in the Lands and premisses by them seuerally held and enioyed or what estate or estates haue bine made or contrived by them the said Robert Barker Edward Sares Thomas Berrinton John Drewe and Rowland Leake [7 words illegible] |

**61.** person or persons of the premisses or any part thereof or what yearlie Rents or sommes of money they and every of them pay for the said premisses so by them seuerallie held and enioyed notw<sup>th</sup>standing they and every of them haue bin by yo<sup>r</sup> said Orators [word illegible] |

**62.** either of them diuerse and sundry times in gentle and frendlie manner thereunto required In tender consideration whereof and forasmuch as yo<sup>r</sup> said Orato<sup>r</sup> having by casuall meanes lost the said seuerall Indentures of Lease as aforesaid [3 words illegible] |

**63.** by the first cause of the Common Lawes to compell the said Robert Barker to knowledge and levye the said ffyne of the said Manno<sup>r</sup> of Tyle place and other the premisses by the said last recited Indenture of Lease demised according to that [word illegible] value of the said |

**64.** Indenture or to compell the said Robert Barker Edward Sares Thomas Berrington John Drewe and Rowland Leake to discover what estate or estates are contrived by them or any of them of the premisses or any part thereof to and person or persons [3 words illegible] |

**65.** and become Tennants and to pay and satisfye vnto yo<sup>r</sup> said Orato<sup>rs</sup> the Rents and proffitts due and payeable for the Lands and premisses by them or their Assignes seuerally held and enioyed as aforesaid but only in equitie before yo<sup>r</sup> Lopp And [2 words illegible] |

**66.** therefore the said Robert Barker Edward Sares Thomas Berrington John Drewe and Rowland Leake may Answer the premisses vpon their oathes and therein set forth what Leases or estates nowe at anie time made to them and every of them of the said [word illegible] |

**67.** <and every> anie part thereof by the said Robert Barker and by them or any of them to any person or persons whatsoever and what Rents were or are reserved vpon every

such Lease and estate to thowse such further order may be taken for yo<sup>r</sup> Ortato<sup>rs</sup> reliefe in these [2 words illegible] |

68. to yo<sup>r</sup> Lopp shall seeme agreeable w<sup>th</sup> right equitie and good Cause and May it please yo<sup>r</sup> good Lopp to graunt vnto yo<sup>r</sup> said Orto<sup>rs</sup> his Ma<sup>ties</sup> most gracious writt of Subpena to be directed to the said Robert Barker Edward Sares Thomas Berrington |

69. John Drewe and Rowland Leake Comanding their and every of them thereby at a certaine day and vnder a certaine paine therein to be limited to be and personally to appeare before yo<sup>r</sup> good Lopp in his Maties [word illegible] Court of Chancery [word illegible] |

70. then and there to Answer the premisses vpon their Corporall oathes and Further to stand to and abide such order and direccōn therein as to yo<sup>r</sup> Lopp shall seeme fitt And yo<sup>r</sup> said Orators as in duty bound [4 words illegible] |

71. long and happy life w<sup>th</sup> much increase of hono<sup>r</sup>.

[FINIS]

## **(2) The answers of Robert Barker et. al., to the petition of Bonham Norton and John Bill**

[Endorsed] Jan 25<sup>o</sup> 1618 [i.e. 1619]

Chanc: Cæsar

The ioynt & severall answeres of Robert Barker *esquier* , Edward Seares Thomas Berrington | & John Drue defendan<sup>ts</sup> to the bill of Complaint of Bonham Norton *Esquier* & John Bill *Complainants*.

1. The benefitt of exceptions to the uncerteinty & insufficiencie of the sayd bill of Complaint nowe & at all times hereafter to theis defendants saved for answer therevnto they saye & first the *said* Robert Barker |
2. for himselfe sayeth that true it is that hee this defendant beinge partner w<sup>th</sup> one John Norton *esquier* was truely indetted & did owe vnto John Norton vpon accompts for w<sup>ch</sup> this defendant gaue his bond vnto the *said* John Norton the |
3. sum of three hundred pounds or thereabouts & that one of the complainants Bonham Norton as this defendant taketh it was executor or administrator vnto the sayd John Norton and thereby as this defendant taketh it the same became |
4. due vnto the *said* Bonham Norton and this defendant sayeth that about <fiue> yeares since this defendants eldest sonn did marry w<sup>th</sup> Sara one of the daughters of the sayd Bonham Norton at w<sup>ch</sup> time the sayd Bonham Norton did promis |
5. vnto this defendant to giue vnto him the sum of eighteene <hundred> pounds w<sup>ch</sup> the sayd Bonham Norton gaue order & consent to this defendant to procure and take vp at one M<sup>r</sup> Bankeworths a scrivenor in Bowe Lane London for to paye & satisfye |

6. this defendant his sayd daughters mariage monye as afore said & twoe hundred pounds more w<sup>ch</sup> the said Bonham Norton was to paye for a legacye given vnto his said daughter by the afore said John Norton her Unckle and allthough |
7. the said monye was taken vp vpon the obligacōn in the bill specified to satisfie this defendant the sayd marriage mony as afore said according to an agrement made betwixt this defendant and the said Bonham Norton yett this defendant |
8. stood bound together w<sup>th</sup> the said Bonham Norton in the sayd obligacōn w<sup>ch</sup> was for the repaymen<sup>t</sup> of twoe thowsand pounds w<sup>th</sup> the forebearance there of at a certaine daye therein limited & because the sayd Bonham Norton |
9. neglected the repaymen<sup>t</sup> of the sayd two thowsand pounds or to discharge the interest thereof this defendan<sup>t</sup> did discharge the interest of the sayd twoe thousand pounds sundrye times & therefore the said Bonham Norton did |
10. agree & was contented to allowe the sayd three hundred pounds vnto this defendan<sup>t</sup> towards the interest w<sup>ch</sup> this defendan<sup>t</sup> had disbursed and payed for the sayd twoe thousand pounds And this defendan<sup>t</sup> sayeth that true it is that he |
11. this defendan<sup>t</sup> did giue some securitye vnto the complainants of the mannor of ~~tyl~~ Tyle place in the bill specified by lease or some other conveyance the contents or certainty where of this defendan<sup>t</sup> remembereth not nor can express for |
12. that he hath lost his evidences noats & writtings w<sup>ch</sup> contene the same by casualty of fire when this defendan<sup>ts</sup> house & studdy were burned wherein this defendan<sup>ts</sup> books evidences accompts writings & noats were and this defendan<sup>t</sup> sayeth |
13. that the sayd securitye of Tile place was giuen vnto the complainants but in trust vntill this defendan<sup>ts</sup> said sonn should be married vnto the said Bonham Nortons daughter & was afterwards to be cancelled & made voyde or to be |
- 14 delivered backe againe vnto this defendan<sup>t</sup> or to his vse and then the complainant Norton did agree to discharge the sayd twoe thousand pounds & the other complainant John Bill promised this defendan<sup>t</sup> to see the same agreemen<sup>t</sup> performed & that |
15. the sayd Bonham Norton should discharge the said two thousand pounds but yet not w<sup>th</sup> standing the said marriage was performed the said complainant doe still deteine the said security in their or owne of their custodies & doe refuse to |
16. deliuer backe the said securitye vnto this defendan<sup>t</sup> according to the trust & agreemen<sup>t</sup> as afore sayd is expressed & haue payd onely one thousand pounds thence of <as this defendant beleeveth> & as this defendan<sup>t</sup> taketh it haue left the other vnpayd to vex this |
17. defendant there w<sup>th</sup> And this defendant confesseth & sayeth that true it is that the complaints did stand likewise ioyntly & severally bounde together w<sup>th</sup> this defendan<sup>t</sup> in & by one obligacōn vnto S<sup>r</sup> William Craven Knight citizen |
18. an allderman of London since deceased in the sum of twoe thousand & fiae hundred pounds or some such like sum the date thereof this defendan<sup>t</sup> remembreth not & w<sup>th</sup> condicōn therevpon indorsed for paymen<sup>t</sup> of the sum of |
19. one thousand and fiae hundred three score & fiteene pounds of lawefull monye of England vnto the sayd S<sup>r</sup> William Craven his executors or assignes at a daye then to come & nowe since past for more certentye where of this |
20. defendant referreth himselfe vnto the said bond or obligacōn & this defendan<sup>t</sup> sayeth that the said complainants did become bounde in the sayd obligacon at the request &



desire & for the meene debtt & cause of this defendant & this defendan<sup>t</sup> for security thereof |

21. for the indempnitye & savinge harmelesse of the complainants for & concerning the sayd obligacōn & of & for the sayd three hundred pounds did make some counter bond or conveyance vnto the sayd complainants the contents or certeintye whereof |

22. this defendan<sup>t</sup> doth not remember nor can certainly expresse the contents thereof for that he hath likewise lost his writings or noats concerning the same by casualty of fire as afore sayd or by instances thereof & therefore for the more |

23. certeintye both of the securitye for the mony afore said borrowed of Sr William Craven & of the mony procured by Mr Banckworth, of the three hundred pounds afore sayd this defendan<sup>t</sup> referreth himselfe vnto the evidences & writings w<sup>th</sup> as this |

24. defendan<sup>t</sup> verely beleeveth & hath bin credibly informed & hopeth he shall make prooffe thereof vnto this Honorable Court are or were in the complainants Bonham Nortons custodie & possession since the exhibiting of the bill of complainant unto |

25. this honorable Court & then this defendan<sup>t</sup> hopeth that vpon prooffe thereof this Court will be pleased to dismisse this defendan<sup>t</sup> forth of this Court w<sup>th</sup> good costs & charges for this ~~just~~ vniust vexacōn & for that the complainants having |

26. theire evidences & security whereby if this defendan<sup>t</sup> haue not performed according to the contents thereof they or either of them as this defendan<sup>t</sup> taketh it maye take <their> remedy at the common law And this defendan<sup>t</sup> sayeth that |

27. for the three hundred pounds it is not satisfified by this defendan<sup>t</sup> but by allowance as aforesayd & that for ought he knoweth to the contrary the said ~~sd~~ one thousand & fiue hundred pounds is as yett <word illegible> vnpayd vnto the sayd S<sup>r</sup> |

28. William Craven or vnto his executors since his decease & the reason why this defendan<sup>t</sup> hath neglected the paymen<sup>t</sup> thereof is for that hee hopeth to make it appeare vnto this honorable Court vpon a former suite comenced by this defendant |

29. in this Court against the said complainants that the said complainants are more indetted vnto this defendan<sup>t</sup> & his sonn vpon accompts to be had & made for the stocke of the office of his ma<sup>ties</sup> printing and this defendant sayeth that he hath not |

30. payed any of the principall monies procured by M<sup>r</sup> Bankworth for the reasons & consideracōns of marriage afore said And this defendan<sup>t</sup> further sayeth that he hath graunted severall estates of the lands in the bill specified vnto |

31. the other defendan<sup>ts</sup> w<sup>ch</sup> this defendan<sup>t</sup> cannot certainly expresse for want of the counter parts of the said graunts or leases w<sup>ch</sup> he likewise lost by casualty of fire afore said & therefore this defendan<sup>t</sup> verely beleeveth that the other §§ |

32. defendan<sup>ts</sup> can better expresse there severall estate w<sup>th</sup>out that that this defendan<sup>t</sup> doth owe or is truely indebtted vnto the complainant Bonham Norton in the sum of three hundred & three scoore pounds to this defendan<sup>ts</sup> §§ |

33. remembrance as in the bill of complaint is expressed And this defendan<sup>t</sup> Edward Staines for himselfe sayeth that about the 20th of ffebruary anno domini 1613 the defendan<sup>t</sup> Robert Barker & Ann his wife by indenture |

34. did demise vnto this defendan<sup>t</sup> the messuage or tenemen<sup>t</sup> wherein hee nowe dwelleth in Datchett in the countye of bucke & 150 acres of lands arable meadowe & pasture grounde <be> they more or lesse in the parishes of |

35. Datchett & Wrasburye & all so all & every the common of pasture and forrow to the premisses belonging for the terme of one & twentye yeares from the feast of S<sup>t</sup> Michael then last past at the yearly rent of fiftye |
36. three pounds sixe shillings & eight pence & other estate or estates in the premisses this defendan<sup>t</sup> hath not nor hath made of the premisses And the defendan<sup>t</sup> Thomas Berrington for himselfe sayeth that about |
37. the said 20<sup>th</sup> daye of ffebruary anno domino 1613 the said defendan<sup>t</sup> & Ann his wife by indenture did likewise demise vnto this defendan<sup>t</sup> the messuage or tenemen<sup>t</sup> wherein he this defendan<sup>t</sup> dwelleth in Datchett aforesayd |
38. & 150 acres of lands arable meadowe & pasture grounde be they more or lesse in the parishes of Datchett & wrasbury & all so the common of pasture & forrein to the premisses belonging for the tearme of one & |
39. twentye yeares from the feast of S<sup>t</sup> Michael then last past at the yearly rent of 53<sup>li</sup> 6<sup>s</sup> 8<sup>d</sup> & other estate or estates in the premisses this defendan<sup>t</sup> hath not nor hath made or graunted in the premisses And the defendan<sup>t</sup> |
40. John Drue or himselfe sayeth that the defendan<sup>t</sup> Robert Barker hath graunted vnto this defendan<sup>t</sup> by, articles of agreemen<sup>t</sup> indented baring date xi<sup>th</sup> June <in the> 9<sup>th</sup> yeare of his <maties reigne> one messuage or tenemen<sup>t</sup> in Datchett afore said |
41. wherein this defendan<sup>t</sup> dwelleth & 84 acres of land meadowe & pasture grounde by estimacōn be it more or lesse lying in seuerall feilds and 35 acres of land meadowe & pasture by estimacōn be it more or lesse |
42. in Datchett <&> Stoke Vosie comonly called meos land for some of this defendants life at the yearly of 28<sup>li</sup> *per annum* & one quarter of sweete wheate yearly to be payd vnto the said other defendan<sup>t</sup> Robert Barker & it is |
43. agreed by the same that if this defendan<sup>t</sup> out live the terme of yeares w<sup>ch</sup> the other defendan<sup>t</sup> Robert Barker hath in meos landes & the sayd Robert Barker cannot procure a further estate therein then the said Robert Barker shall allowe vnto this |
44. defendant eleaven pounds thirteene shillings & foure pence yearly out of the residue of the lands & tenemen<sup>ts</sup> as by the said articles of agreemen<sup>t</sup> further & more at large appeareth & this defendan<sup>t</sup> hath one obligacōn of ?10<sup>li</sup> of the said defendants for |
45. performance of the said articles & other estate then by the sd articles this defendan<sup>t</sup> hath not in any of the sd lands or premisses neither hath this defendant made any estate or estates in the same And this defendan<sup>t</sup> ~~Rowland Leake~~ Edward |
46. Seares Thomas Berrington & John Drue saye severally for themselues ~~saye~~ that neither they nor either of them to their knowledge <or remembrance> are parties or any party vnto any of the sayd assurances in the bill <of complaint> specified nor haue |
47. any counterparts of the assurances in the bill specified made betweene the other defendan<sup>t</sup> Robert Barker & the complainants nor knowe the contents of the said assurances & therefore as they taketh it vnder favor of this honorable |
48. Court they nor either of them ought to turne tenants vnto the sayd complainants vntill the complainants shall haue made sufficient prooffe of their estates & of their recovery therein least this defendan<sup>ts</sup> maye be thought |
49. to combinde against the said other defendan<sup>t</sup> Robert Barker and this defendan<sup>t</sup> Robert Barker ~~Rowland Leake~~ Edward Seares Thomas Berrington & John Drue for themselues severally saye w<sup>th</sup> out that that |

50. haue combined to defraud or defeate the complainants of any the sayd mannors lands & premisses or of the rents or proffitts due & payable for the same & w<sup>th</sup>out that that the complainants to theis defendan<sup>ts</sup> knowledge haue |

51. entred into the sayd mannors lands & premisses to them devised by the said twoe severall indentures of lease as in the sd bill of complaint is suggested or that they are lawfully possessed thereof & w<sup>th</sup>out that that |

52. any other matter thinge or things word illegible matteriall or effectuall in the Court in the sayd bill of complaint contened to be answered vnto by theis defendan<sup>ts</sup> & not herein & hereby sufficiently answered confessed & avoyded word illegible |

53. traversed or denied is true to the knowledge of theis defendan<sup>ts</sup> All w<sup>ch</sup> matters theis defendan<sup>ts</sup> are & wilbe ready to averr iustefye mainetaine & proue as this honorable Court shall awarde & therefore they most humbly |

54. praye to be henceforth dismissed w<sup>th</sup> their reasonable Costs & charges in this behalfe most wrongfully & w<sup>th</sup>out iust cause susteined.

W<sup>m</sup> Tayler

[signature illegible]

[FINIS]

The demurrer of Robert Barker Esquier Edwarde Sares, Thomas Berrington,  
John Drewe, | & Rowland Leake defendan<sup>ts</sup> to the bill of complaint of  
Bonham Norton & John Bill complainants.

1. The sayd defendants and either of them making protestacōn & not any wayes confessing anything in the sayd bill of complaint contened |
2. to be true in such manner & forme as in the same it is there by sett forth & declared doe further saye that the same are alltogether |
3. devised & contrived of malice or sett purpose to putt the sayd defendants to wrongfull vexacōn greate trouble & expences in the law |
4. in followinge of the same as they are probably induced to thinke & w<sup>th</sup>out any just ground or reasonable cause by them given |
5. vnto the said complainants so to doe in w<sup>ch</sup> respecte and for as much as it evidently appeareth by the complainants owne shewing & setting forth that |
6. the cheifest cause of their complaint is that for the want of their indentures w<sup>ch</sup> they suppose to be lost they haue noe wayes to compell |
7. the defendant Robert Barker to acknoweledge a fine according to the covenants in one of the said indentures as in the bill of complaint is |
8. sett forth and in their sayd bill of complaint they sett forth that the said Robert Barker did purchase the said lands & tenements (of w<sup>ch</sup> |
9. the complainants suggest they should haue a fine as in the bill is sett forth) of Edward Morly of the Inner temple London gent: & |

10. Katherine his wife to him the *said* defendant Robert Barker & his heires w<sup>ch</sup> doth sufficiently inable the *said* defendant to graunt or make a |
11. lease of the same for any terme w<sup>th</sup>out any fine Allso the *complainants* in their bill sett forth the contents of their seuerall houses soe |
12. largely & amply that it appeareth thereby that they haue their *said* leases or had them when they caused their bill of *Complaint* to be |
13. drawen & exhibited against theis defendants by w<sup>ch</sup> the *said* *complainants* haue their remedy at the common lawe against theis defendants and |
14. every of them w<sup>ch</sup> theis defendants are ready to averr & maintaine & for as much as it eveden[t]ly appeareth by the *said* bill of *complaint* that |
15. if the sayd *complainants* allegacōns were true in such manner & forme as in the *said* bill they are sett forth & declared as theis defendants verely |
16. thinke & are surely perswaded they are not the sayd *complainants* haue good remedy & ought to sue for the same by waye of accōn at & by |
17. the common lawe of this realme & not in this honorable court as this defendants & either of them take it Wherefore & for the causes afore |
18. sayd & for divers apparant imperfections & insufficiencies in the *said* bill of *complaint* conteyned the *said* defendants & either of them doe |
19. demurr in lawe & demaund iudgment whether they shall make any further answere vnto the *said* insufficient bill of *complaint* |
20. & doe further praye to be demissed out of his this honorable Court w<sup>th</sup> their Costs & Charges in this behalfe wrongfully & w<sup>th</sup>out |
21. iust cause susteined.

W<sup>m</sup> Tayler

?Clapham [name illegible]

[FINIS]