

C2/JASI/B17/56

**CHANCERY PETITION: ROBERT BARKER v BONHAM NORTON  
& JOHN BILL**

**(1) Robert Barker's petition**

[Endorsed] May 1618

To the Right Ho<sup>ble</sup>: S<sup>r</sup> ffraunces Bacon Knight  
Lord Chancellor of England

1. Humbly Complayninge sheweth vnto yo<sup>r</sup> good Lo<sup>p</sup> yo<sup>r</sup> Orato<sup>r</sup> Roberte Barker of Southly in the parishe of Datchet in the County of Ber<sup><uc>k</sup> Esquier lately beinge his Ma<sup>ts</sup> printer and havinge had the same office for tearme of his |
2. life That whereas yo<sup>r</sup> said Orato<sup>r</sup> did heretofore greatly affect & associate himself w<sup>th</sup> one Bonham Norton of London Esquie<sup>r</sup> whoe was and is a Stacōner of London Insomuch that yo<sup>r</sup> said Orator was well |
3. contented to match his eldest sonne Cristofer Barker in marriage w<sup>th</sup> Sarah Norton one of the daughters of the said Bonham Norton and to accept of a *promise* from the said Bonham Norton of and for |
4. two thowsand pounds for the marriage porcōn of the said Sarah Norton w<sup>th</sup> the said Cristofer Barker and as monie to be geven in marriage w<sup>th</sup> his said daughter Sarah Norton, and yo<sup>r</sup> said Orator in recompence |
5. of the said *promised* two thowsand pounds did assure vnto the said Cristofer Barker yo<sup>r</sup> Orators said sonne & vnto the said Sarah daughter of the said Bonham Norton in lands & longe leases (for the Ioincture) to the yearely rents & value |
6. of fower hundred pounds *per annum* or thereabouts And afterwards the said marriage was consummated & solemnized betweene yo<sup>r</sup> Orato<sup>rs</sup> said sonne & the said Sarah Norton And yo<sup>r</sup> said Orator did then giue vnto the said Sarah vpon & a |
7. little before the said marriage manie large & liberall guifts both in mony, Jewells, gold, chaines, diamonds, apparell & other things, to the value of one thousand marks & vpwards, And yo<sup>r</sup> said Orator did daielie & at seuerall times |
8. w<sup>th</sup>in three yeares last past, giue & bestowe vnto & vpon the said Christofer Barker diuers & greate sommes of monie for his & his said wives better advauncmen<sup>t</sup> & mainetenance amountinge to the somme of six thowsand pounds |
9. and vpwards And alsoe yo<sup>r</sup> said Orator did place the said Christofer his sonne in the present execucōn of yo<sup>r</sup> said Orato<sup>rs</sup> office of his mai<sup>ts</sup> printinge, hoapinge & expectinge that the said Bonham Norton, whoe had somme interest in somme |

10. parte of that office duringe yo<sup>r</sup> said Orato<sup>rs</sup> life would ayde & direct yo<sup>r</sup> Orato<sup>rs</sup> said sunne for his best advantage in the execucōn of the said office of printinge (hee the said Bonham Norton beinge alsoe a stacioner & one of the |
11. ancienst [sic] of that Companie) And yo<sup>r</sup> said Orator in respect of the said marriage did much relie vppon the said dealinge & faire promises of the said Bonham Norton And therevppon yo<sup>r</sup> said Orato<sup>r</sup> did make choice of the said |
12. Bonham Norton & one John Bill (named by the said Bonham Norton) to make them the said Bonham Norton & John Bill Copartne<sup>rs</sup> in trust of the benefit of the said office for the good of yo<sup>r</sup> said Orato<sup>rs</sup> sonne And yo<sup>r</sup> said Orato<sup>r</sup> |
13. did alsoe procure & purchase the said office for the said Christofer to bee inioyed after yo<sup>r</sup> said Orato<sup>rs</sup> decease for & duringe the naturall life of the said Christofer Barker And afterwards for the advancemen<sup>t</sup> of Roberte |
14. Barker yo<sup>r</sup> Orato<sup>rs</sup> second sonne. Yo<sup>r</sup> said Orato<sup>r</sup> likewise obteyned & gott a lease of & from his ma<sup>tie</sup> of the said office for 30 yeares to beginne & to take effect in possession ymmediately after the decease of yo<sup>r</sup> said |
15. Orator & of the said Cristofer, and the same lease was procured in the name of the said Roberte Barker yo<sup>r</sup> Orato<sup>rs</sup> said second sonne But the said Bonham Norton & the said John Bill of London alsoe Stacōner beinge |
16. employed in the said office of printinge as aforesaid & perceavinge greate proffit & benefit to arise & comme thereof & beinge desirous to enrich themselues thereby & findinge that yo<sup>r</sup> said Orator & his said sonne Cristofer after |
17. three yeares experience of their hard dealinge W<sup>th</sup> yo<sup>r</sup> said Orato<sup>r</sup>'s eldest sonne Cristofer in Copartnership, & after that the said Bonham Norton had threatned to turn him the said Cristofer out of doores (hee demandinge |
18. onely to see an accompt betweene them his Copartners concerninge the benefit of their stocke) & as deeply or more deeply charged yo<sup>r</sup> said Orato<sup>r</sup> w<sup>th</sup> his said sonne Cristofers maintenance then before) were determined to haue noe |
19. longer partnership w<sup>th</sup> the said Norton & Bill, but to make their best benefit by sale of the said office stocke & furniture : the said Norton & bill did cunningly devise & practise how to obteyne & get the said office of printinge wholly |
20. into their owne hands and to discourage & divert all others from dealinge therewith, and therefore not onely concealed and deteyned the benefit and profit of the said office from yo<sup>r</sup> said Orator & from yo<sup>r</sup> said Orators eldest |
21. sonne & refused to give anie proffit accompt or reckoninge of the said office for the space of three yeares & vppwards amountinge to the summe of three thowsand pounds & vppwards and the same was altogether |
22. vnknowne vnto yo<sup>r</sup> said Orator for that the said Bonham Norton had perswaded yo<sup>r</sup> said Orato<sup>rs</sup> eldest sonne Cristofer to conceale his dealings from yo<sup>r</sup> said Orato<sup>r</sup> & to deale w<sup>th</sup> yo<sup>r</sup> said Orator, & obteyne of him yo<sup>r</sup> said |
23. Orator to make sale of the said office vnto the said Norton & the said John Bill & vnto noe other affirminge y<sup>t</sup> yt should bee the better for his yo<sup>r</sup> said Orato<sup>rs</sup> good & alsoe for the benefit of the said Cristofer then formerly |
24. it had beene And therevppon yo<sup>r</sup> said Orator was perswaded by his said sonne Cristofer to make sale of the said office vnto the said Bonham Norton & John Bill (the said office w<sup>th</sup> the stocke & furniture therevnto belonginge beinge well |

25. worth thirtie thowsand pounds to bee sold accordinge to the true value thereof [)] w<sup>ch</sup> in regard of farther *promises & greate sommes of mony to bee p<sup>d</sup> & of debts & accompts to bee cleered & discharged to yo<sup>r</sup> said Orato<sup>r</sup> & his sonnes & for their benefitt |*
26. by the *said* Bonham Norton & John Bill: the *said* Norton & Bill <faythfully> *promised to yo<sup>r</sup> said Orator & vnto the said Cristofer & Roberte yo<sup>r</sup> Orato<sup>rs</sup> said sonnes both before & after the subscribinge of certaine articles for the said bargaine (by & accordinge to w<sup>ch</sup> articles the |*
27. assignemen<sup>t</sup> of the *said* office was to bee drawne & perfected) that they would bee true accomptants to yo<sup>r</sup> said Orator<sup>r</sup> & to his eldest sonne Cristofer (to whome they were bound formerly in 4000<sup>li</sup> apeece for that purpose) of all the *proffits of the said |*
28. office duringe the lives of yo<sup>r</sup> said Orato<sup>rs</sup> <sonne> Cristofer & of yo<sup>r</sup> said Orato<sup>r</sup> & the longer liver of them : And they alsoe then faithfully *promised & agreed y<sup>t</sup> if yo<sup>r</sup> said Orato<sup>r</sup> or his said sonnes (after the finishinge of the said bargaine) w<sup>th</sup> in the space of one whole yeare |*
29. & a daie after the assignemen<sup>t</sup> of the *said* office could gett or procure anie greater somme or benefit for the *said* office stocke & furniture then y<sup>t</sup> they would give true accompt <vnto y<sup>r</sup> said orator> for all the reckonings betweene them & of the *said* yeares *proffitt of the said |*
30. office <& to discharge & paye twoe hundred and two pounds vnto some of the company of stationers w<sup>ch</sup> some of the company demanded for satisfaction of imperfect books> & suffer yo<sup>r</sup> said Orator and his sonnes Cristofer & Roberte to make their best benefit thereof & therevpon, aboute the month of July in the 15th yeare of his ma<sup>ts</sup> Raigne yo<sup>r</sup> Orato<sup>r</sup> & his *said* two sonnes (by yo<sup>r</sup> Orato<sup>rs</sup> appointemen<sup>t</sup>) did make & depute |
31. the *said* Bonham Norton & John Bill their deputies & assignes in the *said* office & did assigne ouer all their interest in the *said* office of his ma<sup>ts</sup> Printer vnto them the *said* Bonham Norton & yo<sup>r</sup> said Orato<sup>r</sup> (and for & in consideracōn of the somme of 200<sup>li</sup> w<sup>ch</sup> yo<sup>r</sup> said Orator did then stand indebted vnto the *said* John as the *said* John Bill pretended & for & in consideracōn of the somme of 200<sup>li</sup> w<sup>ch</sup> the *said* Cristofer Barker stands indebted to the stocke |
33. wch should appeare vpon iust accompt as both the *said* Bonham Norton & John Bill falslie pretended) at certaine times agreed on, betwixt yo<sup>r</sup> said Orato<sup>r</sup> & the *said* Norton & the ouerplus of the value thereof was agreed to bee p<sup>d</sup> vnto yo<sup>r</sup> Orato<sup>rs</sup> |
34. *said* two sonnes Cristofer and Roberte accordinge to the interest w<sup>ch</sup> either of them had therein & in respect of a iust accompt to bee geven by the *said* Norton & Bill vnto yo<sup>r</sup> said Orator & the sd Cristopher of the *proffitt of the said* office vntill the *said* assignemen<sup>t</sup> |
35. thereof & afterwards vntill the end of the *said* yeare prefixed And the *said* Bonham Norton & John Bill for the consideracōns aforesaid did faithfullie promise to performe the same. And yo<sup>r</sup> said Orator farther sheweth that the *said* agreemen<sup>t</sup> was made by & betwixt yo<sup>r</sup> said Orato<sup>r</sup> |
36. & his *said* two sonnes & the *said* norton (for w<sup>th</sup> the *said* Bill noe conference was euer had or made thereabouts) whoe made the *said* bargaine <both> for himselfe & the *said* Bill) *promised & vndertooke to make an indifferent <draught> of the said assignmen<sup>t</sup> in paper accordinge to the said articles of |*

37. *agreement*<sup>t</sup> & to shewe the same vnto yo<sup>r</sup> *said* Orator at michaelmas followinge or wthin fewe daies after whereby hee might bee advised therevppon before the ingrossing thereof but contrary vnto his *said* promise & contrary vnto the trust w<sup>ch</sup> yo<sup>r</sup> *said* Orator |
38. did repose & put in the *said* Norton & Bill & especiaillie in the *said* Norton in regard of the intermarriage aforesaid, they the *said* Norton and Bill aboute a month <after the feast of all Saints> in the .15.th yeare aforesaid & not before, & after the second paiement<sup>t</sup> should haue beene p<sup>d</sup> accordinge to the *said* articles of *agreement*<sup>t</sup> |
39. did ingrosse a longe assignemen<sup>t</sup> of the *said* <office> in .3. large skinnes of parchmen<sup>t</sup> (without euer acquaintinge yo<sup>r</sup> Orator or his sonnes wth anie draught or Coppie thereof, or of anie one condicōn therein conteyned, albeit yo<sup>r</sup> *said* Orato<sup>r</sup> had diuers & sundry times sent vnto the *said* Bonham Norton & |
40. John Bill for the same ~~& brought the same~~ & brought the same soe ready Ingrossed together wth a bond of tenn thousand pounds for performance of Covenan<sup>ts</sup> vppon the suddaine to bee sealed by yo<sup>r</sup> *said* Orator and his *said* sonnes, thereby to assigne the *said* office vnto the *said* Norton |
41. & Bill w<sup>ch</sup> when yo<sup>r</sup> *said* Orato<sup>r</sup> desired to haue <reade vnto him &> *pervsed* by Counsell, & to haue been better advised therein: the *said* Norton and Bill answered that they had hastie busines & they then pretended that the effect (if yo<sup>r</sup> Orato<sup>r</sup> would repose anie trust in them) was but onely the repetiōn |
42. of the three patents & assignem<sup>ts</sup> thereof accordinge vnto the articles w<sup>th</sup>out anie other *preiudice* vnto yo<sup>r</sup> *said* Orator or his sonnes, & therefore desired yo<sup>r</sup> *said* Orator to make shorte worke thereof wherevppon yo<sup>r</sup> *said* Orator replied that althoughe they had ingrossed the *said* |
43. Indentures w<sup>th</sup>out ~~word illegible~~ acquaintinge yo<sup>r</sup> *said* Orator therew<sup>th</sup> & w<sup>th</sup>out anie *pervsall* by him or Councell for him yet vppon the confidence w<sup>ch</sup> yo<sup>r</sup> *said* Orator reposed in the *said* Norton and his form<sup>er</sup> *promisses* hee yo<sup>r</sup> *said* Orator would seale the same, for that he would trust the |
44. *said* Bonham Norton, & soe yo<sup>r</sup> *said* Orator & his *said* sonnes did vppon trust & confidence [(]& onely relyinge vppon the faithfull & iust dealinge of the *said* Norton & Bill) seale the *said* Indenture of assignemen<sup>t</sup> accordingly w<sup>th</sup>out readinge or *pervsing* of the same And the *said* Bonham Norton & the *said* John Bill |
45. did seale the Counterparte of the *said* Indenture of assignemen<sup>t</sup>, & alsoe other articles of *agreement*<sup>t</sup> vnto yo<sup>r</sup> *said* Orator for the payinge of the ouerplus accordinge to the value of the *said* office stock & furniture w<sup>ch</sup> then remayned due vnto yo<sup>r</sup> *said* Orator. Yet neuertheles Now soe |
46. it is May it please yo<sup>r</sup> good Lordship y<sup>t</sup> wthin the space of fower dayes after the sealinge of the *said* *agreement*<sup>t</sup> in yo<sup>r</sup> Orato<sup>rs</sup> howse in or aboute the month of December in the *said* xvth yeare of his Ma<sup>ts</sup> Raigne yo<sup>r</sup> Orato<sup>rs</sup> howse studdy & Library wherein all his bookes evidences & writings |
47. were by casuall meanes were fired, & all yo<sup>r</sup> *said* Orato<sup>rs</sup> evidences & writings therein beinge, together wth greate store of goods were consumed & burnt, wch the *said* Bonham Norton & John Bill [(]vnderstandinge & confidently *presuminge* y<sup>t</sup> the assurances articles |
48. & remembrances wch they had made vnto yo<sup>r</sup> *said* Orator were Burnt and consumed therein & y<sup>t</sup> yo<sup>r</sup> *said* Orator had nothinge to shewe for the monies due vnto yo<sup>r</sup> *said*

Orato<sup>r</sup> & his *said* two sonnes:) doe not onely refuse to paie the monies due vnto yo<sup>r</sup> *said* Orator & vnto his *said* sonnes according to |

49. the agreemen<sup>t</sup> hereof made but very cunningly after manie excuses & delaies & <after> diuers discharges & acquitances of the *said* Bonham Nortons owne *procurement*<sup>t</sup> & drawne by his owne Councill for discharge of paiemen<sup>t</sup> [(]of the *said* monies due vnto yo<sup>r</sup> sd Orator) haue practiced wth diuers persons & sought vnto |

50. them to make attachmen<sup>ts</sup> in London of diuers sommes of monie in their hands as somme of the monies of yo<sup>r</sup> *said* Orator & haue suffred Iudgmen<sup>ts</sup> in the *said* Attachmen<sup>ts</sup> to the greate discredit & disablinge of yo<sup>r</sup> *said* Orator, & they haue defaulted out diuers greate sommes of mony without the knowledge or consent of yo<sup>r</sup> Orato<sup>r</sup> or |

51. his sonnes cordiably *pretending* the same to bee due by yo<sup>r</sup> *said* Orato<sup>rs</sup> eldest sonne & whereof they were fullie satisfied & p<sup>d</sup> longe since as doth appeare vppon iust & true accompt And the *said* Bonham Norton takinge the advantage of the burninge of yo<sup>r</sup> Orato<sup>rs</sup> writings doth alsoe refuse to paie the *said* |

52. two thousand pounds vnto yo<sup>r</sup> Orato<sup>r</sup> w<sup>ch</sup> hee should haue p<sup>d</sup> vppon the *said* contract of marriage, & was to paie .200<sup>li</sup>. W<sup>ch</sup> was geuen vnto the *said* Sara by one John Norton the vncle deceased. And the *said* Bonham Norton & John Bill doe vtterly refuse to performe the true meaninge of the *said* promises articles agreemen<sup>ts</sup> or to delyver |

53. to yo<sup>r</sup> *said* Orator a true coppie of the *said* articles & Indentures, or to make to yo<sup>r</sup> *said* Orator satisfaccōn of <& for> the wrongs afore *said* contrary to right & equity In tender consideracōn whereof & forasmuch as yo<sup>r</sup> *said* Orator hath by casualtie of fyer lost all his evidences & writings w<sup>ch</sup> should or might haue manifested |

54. the contract & agreem<sup>ts</sup> <made> betwixt yo<sup>r</sup> *said* Orator & the *said* Norton & Bill, neither can yo<sup>r</sup> *said* Orator readily call to mind w<sup>ch</sup> witnesses were vnto the seuerall contracts & agreemen<sup>ts</sup> & promises aforesaid & therefore cannot for want of them maineteyne anie accōn at the common lawe against the *said* Bonham Norton & John |

55. Bill or either of them for the recoueringe of such moines as are due vnto yo<sup>r</sup> *said* Orator or his *said* sonnes neither can yo<sup>r</sup> <*said*> Orator in anie sorte ayde himself at the common lawe in & touchinge the promises But yet yo<sup>r</sup> Orator hopeth y<sup>t</sup> the *said* Bonham Norton & John Bill will vppon their oathes |

56. confesse & acknowledge the truth of the promises And foreasmuch as they cannot denie but that the *said* Bonham Norton did agree to paie vnto yo<sup>r</sup> *said* Orator vppon the marriage of his *said* daughter as afore *said* the somme of 2000<sup>li</sup>., & cannot chose but confesse w<sup>ch</sup> agreemen<sup>ts</sup> & promises were made |

57. vppon the *said* marriage, & vppon the *said* contracts & bargaines, And forasmuch as the *said* Bonham Norton & John Bill doe well knowe y<sup>t</sup> they haue not p<sup>d</sup> all the monie w<sup>ch</sup> they ought to paie vppon the *said* agreemen<sup>t</sup>, it is fit y<sup>t</sup> they should bee compelled to discouer wh<sup>t</sup> how and when they |

58. p<sup>d</sup> such monie as they haue p<sup>d</sup> & should truely discouer wh<sup>t</sup> remaineth vnp<sup>d</sup> & paid the same And forasmuch as the *said* Bonham Norton & John Bill ought in equity to be compelled to discouer plainly whether the *said* Bonham Norton and John Bill did not deale w<sup>th</sup> yo<sup>r</sup> *said* Orator for the *said* office in manner & forme aforesaid |

59. & wh<sup>t</sup> sommes of monie they were to paie <to> yo<sup>r</sup> *said* Orator for the same & whether they haue p<sup>d</sup> the same sommes accordingly & whether they or anie one of them in the behalfe of both did not promise to giue vnto yo<sup>r</sup> *said* Orator & his *said* sonnes the vtmost value of the *said* office stocke & furniture therevnto |

60. belonginge & to reassigne at anie tyme wthin one whole yeare & a daye, for yo<sup>r</sup> Orato<sup>r</sup> & his sonnes better advantage, & to accompt for the former *profitts* & for the whole yeare to come, & to discouer wh<sup>t</sup> <the valewe of> the *said* office stocke & furniture were, & wh<sup>t</sup> they haue *paid* for the same, & wh<sup>t</sup> benefit |
61. and increase hath beene made thereof this yeare & they ought in equity to make satisfaccōn accordingly. And forasmuch as in regard of the losse of yo<sup>r</sup> Orato<sup>rs</sup> writings yo<sup>r</sup> Orator is not now able to declare or make manifest the truth of the *promisses*, nor is able |
62. sufficiently to make it appeare whether the *said* Bonham Norton & John Bill or one of them did <not> seeke or *procure* somme person or persons to deale wth the credito<sup>rs</sup> of yo<sup>r</sup> *said* Orator to make attachmen<sup>ts</sup> of yo<sup>r</sup> Orato<sup>rs</sup> monies in their hands w<sup>th</sup>out the answeres |
63. <vpon> oath of the *said* Norton & Bill & for y<sup>t</sup> it is fitt y<sup>t</sup> they should discouer wth whome they dealte therein By w<sup>ch</sup> meanes they haue disinabled yo<sup>r</sup> *said* Orato<sup>r</sup> to sue for <or> recouer his owne from the *said* Bonham Norton & John Bill or either of them contrary to right & equity |
64. And forasmuch as the *said* Bonham Norton & John Bill did frame such excuses & delaies as aforesd for paiemen<sup>t</sup> of the monies as aforesd secretly of or longe time betweene themselues conspiringe were v̄e<ver>blie to damnifie & discredit yo<sup>r</sup> *said* Orator the *said* John |
65. Bill hath geuen out and solely protested vpon his knees y<sup>t</sup> as for Bonham Norton hee could make him doe wh<sup>t</sup> hee list, & as for yo<sup>r</sup> *said* Orator hee would breake his necke, and as for Christofer Barker he was a yonge foole & hee would |
66. soone vndoe him And the *said* Bonham Norton often hath affirmed and avowed the same words. And forasmuch as the *said* Norton both before & after the subscribinge the articles for the *said* bargaine promised vnto *said* Orator as aforesaid that |
67. equitie y<sup>t</sup> yo<sup>r</sup> *said* Orator should bee releived in & touching the *promisses*. May it therefore please yo<sup>r</sup> good *Lordship* the *promisses* considered to grant vnto yo<sup>r</sup> *said* Orator the kings ma<sup>ts</sup> most gracōus writ of Subpœna to bee directed vnto the *said* |
68. Bonham Norton & John Bill commandinge them & euery of them hereby at a certaine daie & vnder a certaine paine therein to bee limitted personallie to bee and appeare before yo<sup>r</sup> good *Lordship* in his ma<sup>ts</sup> most hono<sup>ble</sup> Courte of |
69. Chancery then and there to answere the *premisses* <& every part of this bill and there & after of their *particuler* knowledge therein> And farther to stand to and abide such order & direccōn therein as to yo<sup>r</sup> honora<sup>ble</sup> *Lordship* shall seem to stande wth right equitie & good conscience And yo<sup>r</sup> Orator |
70. accordinge to his bounden duty shall duiely praie almighty god for yo<sup>r</sup> honora<sup>ble</sup> *Lordship* in health & happiness long to continue.

Laur. Hyde  
W<sup>m</sup> Tayler

[FINIS]

## (2) THE REPLY OF BONHAM NORTON AND JOHN BILL

[Endorsed]

vterque iurat xiii<sup>o</sup> die

maij 1618      Richard Moores  
                         Clapham S<sup>r</sup>

The Ioynte and seuerall Answears of Bonham Norton And John Bill *Defendan*<sup>ts</sup>  
To the Bill of Complainte of Robert Barker *Complainan*<sup>t</sup>

1. The *defendan*<sup>ts</sup> sainge vnto them selues nowe and at all times hereafter all and all manner of Aduantages of Exception to the manifould imperfections contraities and vncertainties of the said Bill for A full and direct answere to all and euerie the materiall things therein contened doe ioyntly and seuerally Answere as followeth |
2. And first the said Bonham Norton sayeth that about ffive yeares since or somewhat more the said *Complainan*<sup>t</sup> did verie often and earnestly treat wth him the said Bonham Norton for A match or Contract of mariage to be had made and solemnized by and betwene the said Christofer Barker the said *Complainan*<sup>ts</sup> sonne in the Bill |
3. mencioned and Sara Norton one of his the said Bonham Nortons daughters And for the Effectuatinge of the said match the said *Complainan*<sup>t</sup> made many *profers* to the said Bonham Norton vnto wch motions soe made the said Bonham Norton supposing then that the said *Complainan*<sup>t</sup> was of a better estate then [2 words illegible] |
4. to be And that he would truly and faithfully *performe* his *promises* in that behalf made did at length Condescend and agree that the said Xpofer Barker should ~~marie~~ <marrye> or take to wief the said Sara And it was agreed by and betewene ye said *Complainan*<sup>t</sup> and the said Bonham Norton that the said *Complainan*<sup>t</sup> [word illegible] |
5. the said mariage soe had made and solemnised by and betwixt the said Xpofer and Sara as aforesaid by good and sufficient Conuenants in the Lawe graunt Conuey and assure vnto the said Bonham Norton and others his friends to be nominated by him diuerse Leases of Lands to the ?ioynturshippe [word illegible] |
6. amountinge to the Cleere yearly valewe of 400li *per annum*, and alsoe by like good conueniance to graunte assign assure and estate the Inheritance of diuerse and sundrie the lands of the said *Complainan*<sup>t</sup> vppon the said Christofer and Sara and the heires of their two bodies And likewise to graunte commit |
7. and assign as aforesaid to some *persons* to the vse of the said Christofer certaine Leases for tearme of yeares then and nowe in-duringe wch the said *Complainan*<sup>t</sup> then had of the tithes of datchett and of the fishinge there and of a house Called northumberland house Situated and being in St Martinns Lane |
8. And whereas the said *Complainan*<sup>t</sup> had procured from his ma<sup>tie</sup> att his Coste and Charge a graunte in reuersion of the Office [word illegible] of his Ma<sup>ts</sup> Printer vnto the

said Christofer Barker during the naturall lief of him the said Christofer to Comence after the death of the said *Complainan<sup>t</sup>* who had a former estate in the |

9. said Office duringe his the said *Complainan<sup>ts</sup>* lief the said *Complainan<sup>t</sup>* was vppon the said Inter mariage to release to the said Xpofer all such right vse truste and confidence wch he had or could haue or claime to the said Office soe graunted in reuersõn as aforesaid And alsoe the said *Complainan<sup>t</sup>* |

10. was to assigne or Conuey vnto the said Xpofer all the implemen<sup>ts</sup> goods Chattles and other things belonginge to his the said *Complainan<sup>ts</sup>* then Printinge house or office of printinge to haue the same after the death of the said *Complainan<sup>t</sup>* And the said *Complainan<sup>t</sup>* did further agree to and w<sup>th</sup> the said Bonham Norton also |

11. diuerse others to paye yearly vnto the said Xpofer Barker duringe his the said *Complainan<sup>ts</sup>* naturall lief 400li of good and lawfull money of England at the fower vsuall feasts in the yeere by euen portions, And after the first 3 yeeres next and imediatly ensuinge the said Inter mariage to |

12. pay ouer and besides the said 400li anuitie as afore said 100li anuitie more of like lawfull money of England duringe the naturall lief of the said *Complainan<sup>t</sup>*, the same to be paid likewise at the fflower vsuall feasts by euen portions as aforesaid vppon wch Covenants and Condicons to be performed once the |

13. *Complainan<sup>ts</sup>* parte the said defendant Bonham Norton promised to giue in mariage wth his said daughter 1600li portion out of his owne estate beside 200li wch was left her as a legasie the said 1800li to be paid in maner followinge viz 800li thereof vppon the mariage day as the assignments were made |

14. of all and singulor the premises before mencõned to be performed on the *Complainan<sup>ts</sup>* parte in respect of the said mariage asforesaid and 500li to be paid that day twelue moneth after the mariage and Assurance as a fore said And the residue one yeare after the said day of payment as a fore said vpon |

15. these promises and agreemen<sup>ts</sup> his said daughter was to his greate grief as the sequell nowe proueth maried about three yeares since to the said Xpofer Barker And this defendant<sup>t</sup> confesseth that the said *Complainan<sup>t</sup>* hath passed vnto him the said Bonham Norton and some others diuerse Leases to and for the |

16. Iointer of the said Sara But as this defendant is informed the lands not Conueyed as aforesaid are not of that Cliere yearly valwe of 400li *per annum* as was Couenanted Besides this defendant feareth that the said lands soe Conuyed as afore said are much incumbred by reason of the |

17. *Complainan<sup>ts</sup>* many ingagmen<sup>ts</sup> for greate sommes of money and other wayes <And> besides the said *Complainant* hath not made paymen<sup>ts</sup> of the said annuities of 400li *per annum* and <of> one hundred pounds more *per annum* after the said first 3 yeares after the intermariage as afore said as this defendant hath bene informed |

18. both by his sonne in Law and daughter and as he verily beleeueth And <this defendant saith that since the said marriage> in default of meanes for their maintenance this defendant Bonham Norton hath supplied the necessarie wants and occasions of his said sonne in law and daughter diuerse times then ~~word illegible~~ neither hath the said *Complainan<sup>t</sup>* |

19. performed diuerse other of his promises and Couenants agreed and condiscended to by him vppon the treatie of the said mariage And although that in respect thereof this



defendant as he hopeth is not bound to make payement of the said sommes of money soe giuen and [*conjectural*: set out for] |

20. his <his> daughters portion as is afore said yet not wth standinge he hath since that time viz vpon the 20th of october 1615 paied to Thomas Bennett of London Alderman 1666li 13<sup>s</sup> 4<sup>d</sup> for the true sale and proper debt of the said Complainan<sup>ts</sup> in parte of his the said |

21. defendant daughters portion And for the residue of the said 1800li this defendant Bonham Norton hath bene and wilbe readie to make payement thereof when and as soone as the said Complainan<sup>t</sup> shall and will performe all and singuler the conuenants on his the said Complainants parte to be |

22. performed as afore said and vntill that time the defendant hopeth that he shall not be enioyned to disburse any more, in respect of the said mariage espetially seaing the said Complainan<sup>t</sup> hath since the same intermarriage taken such Courses and meanes to ingage and disable the said Christofer Barker [word illegible] |

23. this Defendan<sup>t</sup> hath most iust Course to feare that the same will tend to the vtter ouerthrowe and Ruine of the said Christofer Barker and of this the said defendants daughter and of their Issue if they shall haue any and as touchinge the Jewells and the valewe of their mencōned in the said |

24. Bill of Complaite giuen by the said Complainant, to the said Defendan<sup>ts</sup> daughter he this Defendant Bonham Norton confesseth that before the said intermarriage the said Complainan<sup>t</sup> bestowed some Jewells vpon her wch the said Complainan<sup>t</sup> did vse as baytes to drawe good liking to his sonne [words illegible] |

25. valewe of them the defendan<sup>t</sup> verilye beleueth that they are not woorth the 3<sup>d</sup> parte of that whereat the said Complainan<sup>t</sup> estimates them And as concerninge the 6000li pretended by the bill to be giuen since the said intermarriage by the said Complainan<sup>t</sup> to the said Christofer Barker for the aduantage [2 words illegible] |

26. maintenance of him and his wief this defendant verily beleueeth that it is a most false suggestion and hath not soe much as any Colo<sup>r</sup> or shewe of any probabilitie or truth and these defendan<sup>ts</sup> ioyntly and seuerally say that true it is that the late Queene Elizabeth did for diuerse yeares since graunt |

27. vnto the said Complainan<sup>t</sup> for tearme of his naturall life the office of printer vnto the said late Queene her heires & sucessors by her Letters Pattente vnder the greate seale of England And that the Kings most excellent Ma<sup>tie</sup> that nowe is did some yeares since by his letters Pattente vnder the greate seale of England |

28. grant vnto the said Xpofer Barker the said Office of his Ma<sup>ts</sup> Printer for and duringe his naturall leif in reuersion after the death of the said Complainan<sup>t</sup> as is before aledged And that afterwards of late yeares the said Kings most excellent ma<sup>tie</sup> did by his Letters Pattente vnder the greate seale of England |

29. graunte vnto Robert Barker the said Complainan<sup>ts</sup> sonne mencioned in the bill the said office of his Ma<sup>ts</sup> said Printer in reuersion for diuerse yeares after the expiracō of the <2> former Pattentes of the said Office, and these defendants doe beleuee that the said seuerall graunts as afore said made by the kings most excellent ma<sup>tie</sup> then that now is vnto the said |

30. Complainan<sup>ts</sup> sonnes as afore said were procured and obtained by the said Complainan<sup>t</sup> of his ma<sup>tie</sup> that nowe is And the said defendan<sup>ts</sup> doe further ioyntly and seuerally say that after the said intermarriage soe had as a fore said about 3 yeares since as

these *defendan<sup>ts</sup>* doe nowe remember the said *Complainan<sup>t</sup>* often times instanced [word illegible] sayd *defendan<sup>ts</sup>* [word illegible] of him |

**31.** the said *Complainan<sup>t</sup>* all his the said *Complainan<sup>ts</sup>* estate right title and interest of in and to the office of the said Printer wch he the said *Complainan<sup>t</sup>* had by vertue of the said late Queenes *Letteres pattents* soe made to him as aforesaid amongst diuerse other things belonginge to and vsed wth the said office, desiringe these *defendan<sup>ts</sup>* to admit and |

**32.** take into their *Copartnership* touchinge the said office the said Xpofer Barker wch they accordingly did and for the said *Complainan<sup>ts</sup>* estate and vppon a promise from the said Xpofer that if the sayd Xpofer should happen to surviue the said *Complainan<sup>t</sup>* that then the said *defendan<sup>ts</sup>* duringe their liues should enioy two *partes* of the said office in three *partes* to |

**33.** be deuided duringe the said Xpofers leif if the said *defendan<sup>ts</sup>* or either of them liued soe longe They the said *defendan<sup>ts</sup>* did well and truely pay vnto the said *Complainan<sup>t</sup>* 5000<sup>li</sup> of good and lawfull money of England at seuerall dayes wthin one yeare accordingly as the same was appointed to be paid <[words illegible]> And vppon the said sale the said [3 words illegible] |

**34.** correct Courses *procure* out of the ioynte Stock of the said Office diuerse sommes of money and other goods to the somme and valewe of aboute 300li And afterwards for 2 yeares or thereabouts the said *defendan<sup>ts</sup>* and the said Xpfer Barker traded together in *Copartnership* in managinge *performinge* exercisinge the said office |

**35.** wherein the said *defendan<sup>ts</sup>* did from time to time supplie the said Xpofer wth money out of their priuate estates for the makinge vp of his the said Xpofers *proportionable parte* of the stock wch was vsed in the said *Copartnership* And from time to time as long as the said *Copartnership* endured before the said [2 words illegible] |

**36.** said Xpofer they made and gaue vnto him weekly a true and iust accompt touchinge the said *Copartnership* and afterwards vpon a iust and true accompt the Xpofer was found in debt 600li for his proportionable 3<sup>d</sup> *parte* of the said ioynte stocke wch ?moneys afterwards the said *defendants* [4 words illegible] |

**37.** of others vppon the bonds of him the said Xpofer and of these *defendan<sup>ts</sup>* wch, the said *defendan<sup>ts</sup>* <afterwards> afterwards payed [20 words illegible] And the said sale of the said office so made by the said Robert Barker [2 words illegible] |

**38.** was absolutely and freely made by the said *Complainan<sup>t</sup>* for the Consideracon before expressed without any *Condicōn limitacōn* vse or trust whatsoever and ~~after~~ <afterwards> ~~wards~~ about one yeare since the said Xpofer Barker beinge ingaged by the said *Complainan<sup>t</sup>* in diuerse greate sommes of money for the said *Complainan<sup>ts</sup>* debts and the said *Complainan<sup>ts</sup>* |

**39.** beinge likewise much indebted to diuerse persons in greate sommes of money, he the said *Complainan<sup>t</sup>* and the said Xpofer and Robert Barker the said *Complainan<sup>ts</sup>* sonnes did proffer vnto diuerse persons to graunte and passe away vnto them all their ioynte and seuerall estates rights titles interests and [4 words illegible] |

**40.** said Office of his Ma<sup>ties</sup> Printer by vertue of <all and the aforesaid euery the aforesaid> ~~the said~~ seuerall letters *Pattents* [3 words illegible] aforesaid together wth the sale of all implemen<sup>ts</sup> and things belonginge to the said office And the lease of the said house Called northumberland house and also the stock which the said Xpofer Barker had And [3 words illegible] |

41. at the time of the said sale in the said Copartnership wch they refusinge then the same was proferred to the *defendan<sup>ts</sup>* And vpon the first proferringe thereof to the said *defendan<sup>ts</sup>* they were verie vnwillinge to enter into any treatie or Comunicacōn about it But afterwards the *defendan<sup>t</sup>* Bonham Norton vnderstandinge |
42. that the said Xpofer was ingaged for his father aboute 5000<sup>li</sup> in debts and *perswadinge* himself that these things so proferred to sale as aforesaid would be <a> meane to free his said sonne in Lawe out of debt These *defendan<sup>ts</sup>* after many intreaties made on the [~~word illegible~~] <word illegible> of the said *Complainan<sup>t</sup>* were contented to |
43. enter into a treatie and Comunicacōn about the same and after diuerse *parties* <parlies> betwene the said *defendant* Bonham Norton and the said *Complainan<sup>t</sup>* [3 words illegible] said *defendan<sup>t</sup>* Bonham Norton sayth that about the beginninge of July last as he nowe remembreth he made a full and absolute *agreemen<sup>t</sup>* to and |
44. [~~word illegible~~] the said *Complainan<sup>t</sup>* and his said sonnes for and Concerninge the *premisses* offered to be sould as aforesaid for and in the name and behalf of the said Bonham Norton and the other *defendant* John Bill without any Condition vse or trust or confidence And it was agreed then [3 words illegible] |
45. [~~word illegible~~] these *defendan<sup>ts</sup>* should discharge the said *Complainant* of 200li wch then he Owed the said John Bill And that they should discharge Xpofer Barker of 200li wch he owed vnto the stock of Copartnershipp [~~7 words illegible~~] [~~word illegible~~] should <that the [~~word illegible~~]> [~~word illegible~~] |
46. *Complainan<sup>t</sup>* <for the some> 6500li in manner followinge Viz: 1500li vppon the passinge <of> the Conueyance wch was intended and agreed to be made wth all Conuenient speede And 1000li vppon the feaste of All Saints then next ensuinge And 200li on the first of may last past And 200li vpon [3 words illegible] |
47. feaste of all S<sup>ts</sup> next and imediatly ensuinge and this Contract or *agreemen<sup>te</sup>* was sett downe in writinge or Articles of Agreemente and the one *parte* of the said writinge or Articles of agreement was signed by the said *Complainant* and his said sonnes and the other *parte* concerninge vnto the said [~~word illegible~~] |
48. [~~word illegible~~] by him the said Bonham Norton And in the sayd Articles of *agreemen<sup>te</sup>* there is no word nor mencōn of any Condition vse truste Confidence And the said *defendan<sup>t</sup>* Bonham Norton saith that it was agreed vppon the said last menōned contract between the *Complainant* [~~words illegible~~] |
49. and Xpofer amongst diuers other things that the debts wherein Christofer Barker was ingaged for the said *Complainan<sup>t</sup>* together wth some of his owne *proper* debts should be discharged and payed out of the said 6500li And these *defendants* further say that afterwards viz vpon the 20th day of Nouember last past [~~word illegible~~] |
50. the *Complainan<sup>t</sup>* and his said sonnes did by their debts indented vnder their hands and sealed ioyntly and seueraly ffreely absolutly w<sup>th</sup>out any condition vse trust confidence or limitacion graunt Assign and Conuey vnto the said *defendants* <all> and singuler their parte and seuerall estates rights [5 words illegible] |
51. [~~word illegible~~] and to all and singuler the *premisses* before offered to be sould as aforesaid As in and by the said dedeed Indentures more fully and at large apeareth vnto wch these *defendan<sup>ts</sup>* touchinge the said sale refer them selues And these *defendan<sup>ts</sup>* further say that before the date of the said ?Deed [4 words illegible] |
52. said *defendan<sup>ts</sup>* or one of them had payed or caused to be payed vnto the said *Complainan<sup>t</sup>* and diuerse other persons for his the said *Complainan<sup>ts</sup>* and the said

Christofers debts the sum of 2562li 14s 2d the *particulers* whereof the said *defendan<sup>ts</sup>* at the time of the said *Assignmen<sup>t</sup>* gaue and deliuered vnto the said *Complainant* and his sonne |

53. [word illegible] And the same accompt and *paymen<sup>ts</sup>* so made by the said *defendants* as aforesaid was then accepted of and allowed, and at the same time there was delivered vnto the said *Complainan<sup>t</sup>* such bonds of his and his said sone Christophers wch the said *defendan<sup>ts</sup>* had payed and discharged And these *defendan<sup>ts</sup>* further say that since [2 words illegible] |

54. [word illegible] of nouember last past they the said *defendan<sup>ts</sup>* or one of them gaue payed or caused to be paied vnto diuerse *persons* heerafter *particulerly* named to and for the vse and behoofe of the said *Complainan<sup>t</sup>* & the said *Xpofers* sonne or one of them or otherwise sufficiently discharged the said *Complainant* and the said [3 words illegible] |

55. either of them of those somes of money and debts hereafter followinge viz: paid to Christofer Barker about Christmas last 21<sup>li</sup> 3<sup>s</sup> 7<sup>d</sup> Item paid to the said *Complainan<sup>ts</sup>* wief by the *Complainan<sup>ts</sup>* direction in and vpon the 22th day of Nouember last past 100li Item paid to the said Christofer Barker by [4 words illegible] |

56. the xviiith of December laste 100<sup>li</sup> Item paid to M<sup>r</sup> Bankwoorth in Nouember laste 50li To S<sup>r</sup> William Crauen in December last 75<sup>li</sup> Item the said *Xpofer* Barker is discharged of a debt of 635li wch the said *Xpofer* owed m<sup>r</sup> Durie Item paid to the executor of one Cap[---] 76<sup>li</sup> -1<sup>s</sup> -7<sup>d</sup> Item paid to |

57. [---]well Bishopp 110<sup>li</sup> -2<sup>s</sup> -6<sup>d</sup> Item paid to M<sup>r</sup> Beanion 110<sup>li</sup> -2<sup>s</sup> -6<sup>d</sup> Item paid to M<sup>r</sup> Watson 109<sup>li</sup> -7<sup>s</sup> -6<sup>d</sup> Item the said *Complainan<sup>t</sup>* is discharged of a debt of 224<sup>li</sup> -15<sup>s</sup> -6<sup>d</sup> wch he owed vnto one M<sup>r</sup> Roland Item paid to M<sup>tres</sup> Handes nowe the Ladie Burton 227<sup>li</sup> -15<sup>s</sup> -6<sup>d</sup> Item the said *Complainan<sup>t</sup>* and his sone *Xpofer* are |

58. discharged of a debt of 230<sup>li</sup> owinge by them to one M<sup>r</sup> Weststrowe Item paid to Henrie Carter 112<sup>li</sup> -11<sup>s</sup> -4<sup>d</sup> Item <Item> these *defendan<sup>ts</sup>* have vndertaken forthwth to satisfie S<sup>r</sup> Tho: Contele of a debt of 218<sup>li</sup> -6<sup>s</sup> -8<sup>d</sup> wch the said *Complainant* owed him whose promise in [word illegible] behalf the said S<sup>r</sup> [word illegible] |

59. Thomas Co<n>tele hath accepted Item paid to Coghill 112<sup>li</sup> -15<sup>s</sup> -6<sup>d</sup>. Item paid to M<sup>tres</sup> Turner 110<sup>li</sup> Item the said *Complainan<sup>t</sup>* is is discharged of a debt of 238<sup>li</sup> -18<sup>s</sup> -4<sup>d</sup> for a debt <being for> soe much owinge by him to M<sup>r</sup> Wall Item paid to M<sup>r</sup> Bankwoorth the 12 day of this month this May 50<sup>li</sup> 7<sup>s</sup> 7<sup>d</sup> the said [word illegible] |

60. *Complainan<sup>t</sup>* oweth vnto these *defendan<sup>ts</sup>* for bookes 8<sup>li</sup> 10<sup>s</sup> 78<sup>d</sup> Item paid for Charges in Lawe Concerninge some actions brought against the said *Complainan<sup>t</sup>* and his sonne or one of them and for things vpon Attachments 9<sup>li</sup> -16<sup>s</sup> -5<sup>d</sup> Item paid to the said *Xpofer* Barker the 16th of December last 20 [3 words illegible] |

61. [word illegible] 8 of Januarie last 20<sup>li</sup> paid to him more the 10<sup>th</sup> of februarie last 20<sup>li</sup> Item these *defendant<sup>s</sup>* craue allowance vpon this their accompt after the rate of x<sup>li</sup> per Centum for payinge diuerse the sones debts before the day <of *paymen<sup>t</sup>*> at wch these *defendan<sup>ts</sup>* ought to make payment [word illegible] |

62. according to the said *agreemen<sup>te</sup>* wch allowances the *Complainan<sup>t</sup>* promised them to make and after that sale the allowance comes to 15<sup>li</sup> or thereabouts Item the said *defendan<sup>ts</sup>* have vndertaken to pay to the ladie Harte 200<sup>li</sup> presently for soe much debt the said *Complainan<sup>t</sup>* oweth her if the said *Complainan<sup>t</sup>* |

63. will give them directions to doe the same wch the ladie Hart hath accepted: all wch sommes of money <paid since the said 20<sup>th</sup> Nouember last> owes vnto 3259<sup>li</sup> 16<sup>s</sup> 4<sup>d</sup> soe

that the said *defendan<sup>ts</sup>* haue paid of the said 6500li to be payde for the said Office and stock the *premisses* as afore said 5822<sup>li</sup> 10<sup>s</sup> 6<sup>d</sup> great *parte* thereof beinge |

64. paid before the said dayes of paymente for the said Office and other the *premisses* as afore said And the said *defendan<sup>ts</sup>* doe further say that the said *Complainan<sup>t</sup>* hath as those *defendan<sup>ts</sup>* imagine acknowledged a Tolerable debt of ?5080 unto the said Robert Barker the said *Complainan<sup>ts</sup>* sonne and one Christopher |

65. who haue of late Caused the said debt to be attached in the said *defendan<sup>ts</sup>* hands accordinge to the [word illegible] Custome of the said Cittie of London And the said *defendan<sup>t</sup>* John Bill saith that about Easter last past hauinge bene formerly entreated to come vnto the said *Complainan<sup>ts</sup>* house to confer with him about some business he the said John Bill came to the sayd *Complainan<sup>ts</sup>* house to confer |

66. with him about some business he the said John Bill came to the sayd *Complainan<sup>ts</sup>* house And there after many speeches passed betwixt him and the said *Complainan<sup>t</sup>* concerninge What disbursements had beene made for the said *Complainan<sup>t</sup>* and his sonne Xpofer by those *defendan<sup>ts</sup>* as also touching some money [word illegible] |

67. [word illegible] said *Complainant* desired the said *defendan<sup>t</sup>* John Bill to pay vnto him to supplie his wants promisinge that it should goe in *parte* of *paymen<sup>te</sup>* of the remainder of the said 6500<sup>li</sup> And that he the said *Complainan<sup>t</sup>* would allowe for the payinge before the day, he the sayd John Bill answerd to this purpose |

68. that he would shortly meete wth the said *Complainan<sup>t</sup>* if he pleases and bringe vnto him an accompt in *particuler* of what had bene paid And would then make him an answeare what money he would pay him before the day and vpon what *Condicõs* he would doe the same And accordingly wthin [word illegible] |

69. [word illegible] afterwards viz in Easter week last the said *defendan<sup>t</sup>* John Bill mett the said *Complainan<sup>t</sup>* and diuerse of his friends and there acquainted him the said *Complainan<sup>t</sup>* in *particulers* wthmoste of the aforesaid disbursements And shewed vnto him the said *Complainante* his the said *Complainan<sup>ts</sup>* and his sonne Xpofers bondes wch |

70. were taken vp vppon the discharginge of the said debts And the disbursements then soe made and *particulerly* shewed vnto him the said *Complainan<sup>t</sup>* as aforesaid did amount vnto aboute 5000li as he the said John Bill nowe remembreth and at that time the *Complainan<sup>t</sup>* acknowledged the said *particuler* debts so paid for him and his said sonne Xpofer as aforesaid |

71. were the true and proper debts of him the said *Complainan<sup>t</sup>* and his said sonne or one of them Only he then tooke exception that some fewe of the said debts were payed without his speticall warrante in that behalf And that he was <then> contented to allowe thereof if he might haue 500<sup>li</sup> in *parte* of *paymen<sup>t</sup>* of the remainder of the said 6500<sup>li</sup> promisinge to allowe and |

72. *Condicõn* for the paymente of the said 500<sup>li</sup> before the day And this *defendant* John Bill then offered the said *Complainan<sup>t</sup>* that if the said *Complainan<sup>t</sup>* would discharge him the said John Bill of the debts wherein he stad bound for ~~the~~ him the said *Complainan<sup>t</sup>* all the residue of the sayd 6500li should be *presently* paid him allowinge him *Consideracõn* |

73. [2 words illegible] paid before the day and the said *Complainan<sup>t</sup>* beinge then not able to discharge the said debts wherein ~~he~~ <he> the said John Bill stood <bounde> for him as aforesaid he the said John Bill was contented vppon the said *Complainan<sup>ts</sup>* earnest entreaty to pay vnto him wthin a ~~short~~ <short> time 300li or thereabouts in *parte* of *paymen<sup>ts</sup>* of the [word illegible] |

74. remainder of the said six thousand five hundred pounds hauinge allowance for the paymen<sup>ts</sup> before the day as aforesd And afterwards the said John Bill sent vnto the said Complainan<sup>t</sup> a letter wherein was set downe the particulers of the accompts to that day wch accompts the said defendan<sup>t</sup> John |
75. Bill made vp and sent in the absence of the said other defendan<sup>t</sup> Bonham Norton who for the most parte dealt in that Busines and therefore the said John Bill added a prouiso or Clause in his said Accompt to adde to the accompt or defaulte from the sonne if ?their [word illegible] ?first |
76. [word illegible] since wch time the defendan<sup>ts</sup> haue payed more sommes of money for him the said Complainan<sup>t</sup> and by the Complainan<sup>ts</sup> direction as is before mencōned And these defendan<sup>ts</sup> further say that before the said deede indented was sealed and deliuered as aforesaid the same was shewed [word illegible] |
77. [word illegible] Complainan<sup>ts</sup> direction to one M<sup>r</sup> Banckwoorth A Scrivener of London to whose Care and trust as it seemed, the said Complainan<sup>t</sup> comitted the pervsall thereof wch the said M<sup>r</sup> Bankwoorth pervsinge, Certified the Complainan<sup>t</sup> as these defendan<sup>ts</sup> are informed that the some was [word illegible] |
78. [3 words illegible] ?more and therevpon afterwards the same was sealed and deliuered as aforesd together wth A Bond on the graunt as parte of 3000li for performance of Couenants on their partes and these defendants say that they take it they [word illegible] |
79. [2 words illegible] consent sett forth what the vallew of those things are wch they for vallewable Consideracōns haue absolutly without any Condicōn vse trust or limitacōn bought Neither are they bonds as they Conceiue in Lawe to set fforth what ?promisses they have ?made ?since |
80. [2 words illegible] soe to get Neither indeed can they sett fforth the vallewe of the said office, for it stands vppon a greate number of particularities & Casualtyes <casualties> And hitherto the said deffendan<sup>ts</sup> haue not receiued any profitt by itt but are at greate losse |
81. [3 words illegible] Complainan<sup>t</sup> had ill managed the said Office when he had the disposall of it. And the said defendan<sup>t</sup> John Bill denieth that euer he made any such protestacōn vppon his knees, or that he had any such power ouer the said Bonham Norton |
82. [2 words illegible] vsed any such threateninge speeches to the said Complainan<sup>t</sup> Or vsed such speeches of the said Christofer to his remembrance as is most falslye and friuolusly alleadged And the said John Bill Confesseth that whereas he [word illegible] together |
83. [2 words illegible] Complainant and his sonne Xpofer in an Obligacōn vnto the said Weste owe in fower hundred pounds for the payment of 210<sup>li</sup> due the 3<sup>d</sup> of ffebruarie 1616 wch was for the true sole and proper debt of the said Complainant |
84. [4 words illegible] or one of them, and whereas he the said John Bill and the said Bonham Norton stood bound with the said Christofer Barker to the said ducie in 1000li for the payment of 630<sup>li</sup> vppon the 25th |
85. [2 words illegible] Nouember 1617 beinge for the true sole and proper debte of the said Christofer and whereas for the first Somme John Bill had A Counter bond from the said Complainan<sup>t</sup> [word illegible] said sonne to saue him ?harmlesse |

86. and for the other the said *defendan<sup>ts</sup>* had a Counterbond from the said Christofer to saue them harmlesse, and whereas since that time neither the said *Complainan<sup>t</sup>* & his sonne or either of them haue satisfied the said debts [word illegible] |
87. Bill [2 words illegible] said all *Attachmen<sup>ts</sup>* to be made in his & the other *defendan<sup>ts</sup>* hands for the discharge of the said seuerall debts and therevpon Iudgmen<sup>ts</sup> are giuen And the said Bonham Norton for himself sayeth that he [word illegible] |
88. [2 words illegible] from the said Christofer to pay his debts vnto his Creditors whereof and M<sup>r</sup> Carter And one M<sup>tr</sup> Turner were some, who cominge to this *defendan<sup>t</sup>* Bonham Norton for the seuerall debts owinge them by the said [word illegible] |
89. he the said Bonham Norton beinge doubtfull what was best for him to doe in this Case wente too, and acquainted one M<sup>r</sup> Stonne who was of his Counsell therewith who aduised so for his more securitite [word illegible] |
90. [5 words illegible] seuerally to attach the said debts in the hands of the said *defendan<sup>ts</sup>* accordinge wthe Custome of the Citie of London, wch aduise he this *defendan<sup>t</sup>* [word illegible] might knowe after wards [2 words illegible] |
91. [9 words illegible] for the said debt And therevpon they made seuerall Attachments in the said *defendants* hands and had seuerall Iudgmentes therevpon And the said [2 words illegible] |
92. [6 words illegible] in the former accompt And this *defendant* Bonham Norton sayeth that he neuer made any such promise to giue 2000li to the said *Complainan<sup>t</sup>* as a portion in marriage [2 words illegible] |
93. [2 words illegible] falsley alleadged in the said Bill neither did he promise that his sayd daughter should haue for her portion in mariage the said 200<sup>li</sup> legacie in any otherwise than wth the 1600l as is [word illegible] |
94. [4 words illegible] the said Xpofer out of dores refused at any time to shewe vnto the said Christofer any Accompts Touchinge the said Copartnership duringe the time of their tradinge together [word illegible] |
95. [3 words illegible] And the said *defendan<sup>ts</sup>* denie that there was at any time duringe the said Copartnership any wronge hard or vniust dealinge offered to the said Xpofer by the said *defendan<sup>ts</sup>* or any [3 words illegible] |
96. [3 words illegible] falsly alleadged in the said Bill or that they promised vpon the said last Contract or at any times before or after the said Contract that they would pay [2 words illegible] |
97. [3 words illegible] of Stationers as is pretended in the bill And the said Bonham Norton denith that he perswaded his said sonne in Lawe to perswade the sayd *Complainant* to sell vnto him [3 words illegible] |
98. [2 words illegible] Office and premisses as aforesaid Or that he made any promise vnto his said sonne in lawe to perswade the said *Complainant* to doe the same as is alleddged in the Bill Neither did he [4 words illegible] |
99. [word illegible] in Lawe Conceale from the said *Complainant* any hard measure wch he the said *defendant* had offered vnto his said sonne in Lawe as is most falslye suggested ?neuer ?haue the said *defendan<sup>ts</sup>* [word illegible] |
100. [2 words illegible] any such speches as <are> layde downe in the Bill And these *defendants* say that true it is that the said *Complainan<sup>t</sup>* wth in some shorte time after the said sale so made by the sayd *Complainan<sup>t</sup>* and his sonnes as afore said |

101. [3 words illegible] of his Mansion house Burnt But they doe not beleue that any writings touchinge any of the agreemen<sup>t</sup> or Contracts mensioned in the said Bill, were thereby burnt And these defendan<sup>ts</sup> are |
102. [word illegible] to giue vnto the said Complainan<sup>t</sup> true Coppies of all and euerie such writings whatsoever in their Custodie or wch they <can> [word erased] Come by <wth a sayle in law> wch doe in anywise Concerne any matter or thinge layde [2 words illegible] |
103. [word illegible] that the Complainan<sup>t</sup> wilbe at the Charges of the Copping thereof Without that that they <did> discourge or diuert any from dealinge wth the said Office, And without that that the sayd Office wth the |
104. [2 words illegible] furniture was worth 30000l And without that that they promised to be true Accomptantes vnto the said Complainan<sup>t</sup> and his said sonne Xpofer of all the profitts of the sayd office [2 words illegible] |
105. lands of the said Complainan<sup>t</sup> and his sonne Xpofer and the longest liuer of them And without that that they promised and agreed at any time that after the ?sealing up of the said Bargaine the [word illegible] |
106. [3 words illegible] yere and a day after the Assinginge of the said Office give a true Accompt to the said Complainan<sup>t</sup> for all recknings betwene them and of the said yeares profitt of the same Office |
107. [2 words illegible] ?satisfie the said Complainan<sup>t</sup> and his sonnes to make their best benefitt thereof And without that that they made any promise to giue accompt vnto the said Complainan<sup>t</sup> and his sonne Xpofer of the |
108. proffitts of the <last> office from the time of the said Contract or Articles of agreement, vntill the <said> Assignemen<sup>te</sup> soe made, And without that that they [word illegible] made any repeticion of false |
109. resitall of the said assignement, and without that that he the sayd Complainan<sup>t</sup> and his sonnes sealed the said <last> Assignemente without readinge it [~~severall words illegible~~] And [word illegible] out |
110. that that the said Indenture of <the said> Assignemente was sealed by the said Complainan<sup>t</sup> and his said Sonnes vppon trust <or> ~~and~~ Confidence, And without that that they haue refused to pay [word illegible] |
111. such monies as are due vnto the said Complainan<sup>t</sup> and to his sonnes And without that that they practised wth any person or sought any to make attachmen<sup>ts</sup> in London of any Sommes of money in their |
112. handes and suffered Iudgments in the said Attachmen<sup>ts</sup> other and in other wise, manner, and forme then is before in that behalf expressed by the said defendants seuerally as afore-sd And without |
113. that that they haue defaulted out any sommes of money Colorable pretendinge the same to be due when they are not And without that that they haue or doe refuse to performe the true |
114. meaninge of such promises and agreemen<sup>ts</sup> as they haue made And without that that they made Anye promise to reasigne wthin one yere & a day the said Office & stock & furniture |
115. therevnto belonginge or any of them vnto the said Complainan<sup>t</sup> and his sonnes or any of them And without that that they haue Conspired to damnifie or discredit the said Complainant [word illegible] |



116. and without that that the said *Complainant*<sup>t</sup> [~~word illegible~~] And his sonnes Can make 10000li [~~word illegible~~] and vpwards of the said office more than the said *deffendan*<sup>ts</sup> paid for the same And without that that |

117. any other matter or thinge mencōned or Contained in the said Bill of Complaint intreatie for these *defendan*<sup>ts</sup> or either of them to Answere vnto before not denied |

118. trauersed Confessed and avoyded is true, and these *Defendants* doe pray to be dismissed out of this hono<sup>r</sup>able Court wth their Costs and Charges in that behalf expended |

119. and susteined

Henden

[FINIS]

### (3) Robert Barker's replication

The Replicacōn of Robert Barker esquier complainant to the *said* answeres of Bonham Norton | & John Bill defendant

1. The sayd *Complainant* for replycacōn sayeth that he will averr maintaine & proue his said bill of *Complaint* into this honorable Court exhibited & euery matter & thinge |

2. therein conteyned to be certaine true & sufficient in the lawe to be answered vnto by the *defendan*<sup>ts</sup> & devised & exhibited into this honorable Court vpon good & iust |

3. cause of suite as in & by the *said* bill of *complaint* is most truly sett forth & alledged And this *complainant* further sayeth that the sayd answeres of the sayd *defendan*<sup>ts</sup> is very uncertaine |

4. vntrue & insufficient in the law to be replied vnto Neverthelesse the aduantage of excepcōn to the manifest incerteinetyes & insufficiencye there of to this *complainant* nowe |

5. & at all times hereafter saved for further replicacōn there vnto sayeth in all & euery thinge as in his sayd bill of *complaint* he hath allready sayed w<sup>th</sup> this that this *Complainants* |

6. estate is farr the worse by the *defendan*<sup>ts</sup> harde dealings & theirs farr <better> & much raysed by this *complainant* & that this *defendan*<sup>t</sup> hath performed the ioynture w<sup>ch</sup> was agreed vpon |

7. & this *complainant* hopeth to make it appeare that the ioynture w<sup>ch</sup> this *complainant* hath made vnto the sayd Bonham Nortons *said* daughter doth farr exceed the porcōn |

8. w<sup>ch</sup> the *said* *defendan*<sup>t</sup> Norton hath or did either paye or promise vnto this *complainant* in marriage w<sup>th</sup> his sayd daughter, w<sup>th</sup> this that this *complainant* vpon latter *agreemen*<sup>ts</sup> did paye |

9. for the sayd Christopher & to his vse greate summs of monye in lieu & recompence of the said tithes & fishinge & of the sayd house called Northumberland house |

10. & w<sup>th</sup> this that the lands conveyed in ioynture vnto the sayd defendan<sup>t</sup> Nortons daughter are aboute the cleere yearely valewe of foure hundred pounds *per annum* accordinge |
11. as was *promised* or covenanted & this complainant hath payed & allowed vnto the said Christopher for his & his sayd wifes maintainence aboute fiue hundred pounds *per annum* And |
12. this complainant sayeth that in respect of one thousand sixtye six pounds thirteene shillings foure pence ~~payed~~ payed vnto Thomas Bennett of London alderman this |
13. complainant hath given vnto the sayd defendan<sup>t</sup> Nortons daughter before & since her marriage w<sup>th</sup> the sayd Christopher this complainant sonn divers iewells & other things amountinge to |
14. aboute foureteene ~~pounds~~ or fifteene hundred pounds by w<sup>ch</sup> meanes this complainant hath gott by the sayd Norton in respect of the sayd marriage three or foure hundred |
15. pounds <?like then nothing besides one hundred pounds> *per annum* w<sup>ch</sup> this complainant allso gaue at the sayd Nortons request during this complainants & his wiues life & yett this complainant will bee contented to repaye the sayd one |
16. thousand three score & sixe pounds sixteen shillings & foure pence vnto the sayd defendan<sup>t</sup> Norton if soe be the said Norton will reassigne the said ioynture & this |
17. complainant will keepe the sayd Nortons daughter gratis in good sorte like his sonns wife & this complainant sayeth that he did not give any direction to haue the said |
18. deed indented shewed vnto the sayd M<sup>r</sup> Bankworth neither doth this Complainant knowe howe he liked the same w<sup>th</sup>out that that any other matter or |
19. thing matteriall for this Complainant to replie vnto & not herein & hereby sufficiently replied vnto confessed or avoyded traversed or denied is true All |
20. w<sup>ch</sup> this complainant is ready to averr & proue as this honorable Court shall awarde & humbly prayeth as he before in his bill of complaint hath § |
21. already prayed.

[FINIS]