

C3/334/73

## CHANCERY PETITION, JOHN BILL v. BONHAM NORTON [1621]<sup>i</sup>

### (1) John Bill's Petition

To the Right Hon<sup>ble</sup> & Right Reuerend ffather in God John Lord B<sup>p</sup> of Lincolne  
Lord Keeper of the great Seale of England

1. In a Humble maner Complayninge, showeth vnto your good Lo<sup>p</sup>, your Lo<sup>ps</sup> dayly Orator John Bill Citizen and Stacōner of London, That whereas in the yeare of our Lord God 1603 Bonham Norton of London Esquier, John Norton Citizen and Stacōner of London & your said suppliant became Copartners |
2. & Ioynt traders together in the art or trade of a Stacōner or Bookseller & in buying and bringing of bookes maps and other Stacōnary wares & merchandizes, in & from ffrance Germany & other parts beyond the seas into England, and in selling the same againe & in printinge of diuers bookes here in Englande |
3. and beyond the seas, ffor the better managinge of which Ioynt trade there was a Ioint stocke raysed vpon the first entring into the said Copartnership w<sup>ch</sup> did consist only of bookes, ffor all w<sup>ch</sup> bookes by Agreemen<sup>t</sup> betwixt the said Bonham Norton John Norton and your said suppliant then made [word illegible] |
4. said to be paid or answered out of the said Ioynt stocke vnto them the said Bonham Norton & John Norton 4400<sup>li</sup> in Eleuen yeeres next ensuing the entringe into the said Copartnership, The same to be paid by 200<sup>li</sup> euery half yeere, equally to be diuided betwixt The said Bonham Norton & John Norton |
5. [word illegible] which bookes (being priced by the said Bonham Norton & John Norton at the said some of 4,400<sup>li</sup> []) were notwithstandinge those dayes of payment giuen for the same as aforesaid very much ouerualued, And at the time of the enteringe into the the said Copartnershippe, It was further agreed vpon by and betwixt the said |
6. Bonham Norton John Norton and your said suppliant That the said 4,400<sup>li</sup> being so paid out of the said Ioynt stocke & tradinge as aforesaid, The residue of the stocke which should then remayne w<sup>th</sup> the increase and proceede thereof should be equally diuided betwixt the said Bonham Norton John Norton [word illegible] |
7. and suppliant, After w<sup>ch</sup> Copartnership so entred into, they the said Bonham Norton John Norton & your saide suppliant did accordingly trade together As Copartners vntill the moneth of Nouember 1612, At or about which time, the John Norton (hauing made the said Bonham Norton the sole executor of his |
8. last will & testament) departed out of the mortall life during the time of which said Copartnership, there was paid out of the said Ioint stocke & the increase thereof

according to the said Agreement euery halfe yeere 200<sup>li</sup> to the said Bonham Norton & John Norton Which said halfe yeerly payments |

**9.** in all amount vnto 3600<sup>li</sup>, And during all the time of the said Copartnership y<sup>e</sup> said supliant went twice euery yeere at the least vnto diuers parts beyond the seas, as namely into ffrance Germany Spaine Italy and diuers other places to furnish the said Ioynt trade w<sup>th</sup> bookes maps & other Stacōnary merchandizes, In w<sup>ch</sup> Iurneyes the |

**10.** said supliant oftentimes hazarded his life, & by y<sup>r</sup> said supliants well & profitable managing of the said trade, both beyond y<sup>e</sup> seas & heere in England, duringe the life time of the said John Norton; the saide Ioynt stocke was so much aduanced y<sup>t</sup> a little before y<sup>e</sup> saide John Nortons death, It was agreed vpon betweene the said Bonham Norton John Norton & y<sup>e</sup> said supliant, That y<sup>e</sup> executors |

**11.** or Administrators of any one of the said Copartners w<sup>ch</sup> should first dye, should be paid by y<sup>e</sup> suruiuing Copartners 3000<sup>li</sup> out of the said Ioint stocke w<sup>th</sup>in 4 yeeres next after the death of any of the said Copartners w<sup>ch</sup> shuld so first dye as aforesaid, The same to be paid by 375<sup>li</sup> euery half yeere in full satisfaccōn of all such right title Interest and demande which |

**12.** the executors or Administrators of y<sup>e</sup> said deceased could in Lawe or Equity Clayme out of the said Ioint stocke, Vpon the death of which said John Norton the said whole Ioint stocke came by survivorship, & by the said last Agreemen<sup>t</sup>, vnto y<sup>e</sup> said Bonham Norton & to your said supliant w<sup>ch</sup> together w<sup>th</sup> the encrease & proceede thereof was and ought to be equall |

**13.** diuided betwixt y<sup>e</sup> said Bonham Norton & y<sup>r</sup> said supliant, And from & after the said John Nortons death, y<sup>e</sup> said Bonham Norton & your said supliant, continued Copartners in the said trade vntill the 9<sup>th</sup> of July 1619, And out of the said Ioint stocke there was paid vnto y<sup>e</sup> said Bonham Norton after y<sup>e</sup> death of y<sup>e</sup> said John Norton as well the said 2600<sup>li</sup> |

**14.** beinge residue of the said 4400<sup>li</sup> As also the said 3000<sup>li</sup> w<sup>ch</sup> was by vertue of the said Agreemen<sup>t</sup>, allotted to be the share of the said John Nortons executor: at the dayes in that behalf before mencōned for y<sup>e</sup> paymen<sup>t</sup> of the said seuerall somes, And for fiue yeeres next after y<sup>e</sup> death of y<sup>e</sup> said John Norton, y<sup>e</sup> said supliant wholly execute y<sup>t</sup> trade & by y<sup>r</sup> supliants [word illegible] |

**15.** meanes, labor Industry & Endeauours, y<sup>e</sup> said Ioynt stocke did duringe y<sup>e</sup> said fiue yeeres space so much encrease, That at sundry times from the 14<sup>th</sup> day of ffebruary 1614 vntill the 27<sup>th</sup> of July 1617 there were paid out of the said Ioynt stocke ouer & besides y<sup>e</sup> said 3800<sup>li</sup> diuers somes of money amounting in the whole vnto 4970<sup>li</sup> or thereabout vnto the said |

**16.** Bonham Norton & to diuers other persons for his the said Bonham Nortons particuler vse & behoofe, Besides diuers other somes of money paid out of the said Ioynt stocke for y<sup>e</sup> Bonham Nortons particuler since y<sup>e</sup> said 27<sup>th</sup> of July 1617 & before the 9<sup>th</sup> of July 1619 And y<sup>e</sup> orato<sup>r</sup> further sheweth vnto y<sup>e</sup> good Lop, That from & after the said 27 of July |

**17.** 1617 & vntill about y<sup>e</sup> 9<sup>th</sup> of July 1619, The said Bonham Norton (hauing taken into his posseson the bookes of Accounts touchinge y<sup>e</sup> said trade & therby knowing what the said stocke was woorth better then y<sup>e</sup> said suppliant, & perceiuing that y<sup>e</sup> trading in y<sup>e</sup> buying & selling of bookes began then very much to decay) did many times vse y<sup>r</sup> said supliant in most Contemptible & |

18. vnsufferable maner, threatening, y<sup>t</sup> h<sup>e</sup> would turn<sup>e</sup> y<sup>e</sup> said suppliant out of y<sup>e</sup> house wherein he then dwelt, & take away from y<sup>e</sup> said suppliant all the Estate he had pretending y<sup>t</sup> y<sup>e</sup> said suppliant owed him many thousands of pounds vpon account w<sup>ch</sup> being examined: proued to be false, W<sup>ch</sup> ill vsage y<sup>e</sup> said Bonham Norton offered to y<sup>r</sup> said suppliant of purpose as the |

19. sequel shewed to y<sup>e</sup> intent to make y<sup>e</sup> said suppliant weary & vnwillinge to contynue y<sup>e</sup> said Ioynt Copartnerahip any longer, w<sup>th</sup> him y<sup>e</sup> said Bonham Norton. And in hope, therby to drawe y<sup>e</sup> said suppliant (y<sup>e</sup> rather for the *procuring* of his peace & quiet[]) to buy of him y<sup>e</sup> said Bonham Norton, his the said Bonham Nortons moyty in y<sup>e</sup> said Ioynt stocke at such prices |

20. as he the said Bonham Norton would demand for the same, ffor accordingly the said Bonham Norton, did in or about March 1618 *persuade* y<sup>e</sup> said suppliant to buy of him his said moytye, w<sup>ch</sup> y<sup>e</sup> said suppliant at first refused, offering to sell to the said Bonham Norton his moytye, alleadginge that it was more fitting that the said Bonham Norton should |

21. buy y<sup>e</sup> said suppliants moyty then y<sup>e</sup> said suppliant should buy his, for many respects amongst others for y<sup>t</sup> y<sup>e</sup> said Bonham Norton had diuers sonnes who might manage the trade after him, whereas y<sup>e</sup> said suppliant had not any children, The said Bonham Norton hauing receiue<sup>d</sup> this answeare from y<sup>e</sup> said suppliant, did notw<sup>th</sup>standing *persist* in his former [word illegible] |

22. to drawe y<sup>r</sup> said suppliant to buy his y<sup>e</sup> said Bonham Nortons moytye, and for y<sup>e</sup> better effecting therof he the said Bonham Norton did practise w<sup>th</sup> one Humphrey Dyson of London Scriuener (in whom y<sup>e</sup> said Bonham Norton well knewe y<sup>e</sup> suppliant did repose a great confidence) That he y<sup>e</sup> said Dyson would *persuade* y<sup>e</sup> said suppliant to buy the said Bonham Nortons |

23. moyty in the said stocke at the price hereafter in that behalf mencōned, & the rather to draw the said Dyson therevnto, the said Bonham Norton did *promise* to give him y<sup>e</sup> said Dyson a large Reward vpon y<sup>e</sup> conclusion of the said bargaine, Wherevpon the said Dyson did vndertake to doe the same and accordingly by & vpon y<sup>t</sup> Combinacōn betweene the said Bonham |

24. Norton and the said Dyson, he y<sup>e</sup> said Dyson vsed many *persuasions* vnto y<sup>e</sup> said suppliant to buy y<sup>e</sup> said Bonham Nortons moyty, at the price hereafter mencōned telling y<sup>e</sup> said suppliant amongst other motiues, That it was of a farre greater value then in trueth it was & y<sup>t</sup> y<sup>e</sup> said suppliant should get a great deale of money by it & by y<sup>t</sup> meanes |

25. should liue in peace w<sup>th</sup>out further molestacōn from y<sup>e</sup> said Bonham Norton or words to y<sup>e</sup> effect, Vpon whose *persuasions* y<sup>r</sup> said suppliant (being ignorant of the true value of y<sup>e</sup> said stocke, by reason y<sup>t</sup> y<sup>e</sup> bookes of Accounts were in y<sup>e</sup> Custody of the said Bonham Norton & by him deteyned as aforsaide) was drawn to treate w<sup>th</sup> y<sup>e</sup> said Bonham Norton |

26. about the buying of his parte or moytye, who demanded of y<sup>e</sup> said suppliant for the same, That y<sup>e</sup> suppliant should discharge him the said Bonham Norton of 5700<sup>li</sup> principall debts & of the vse thereof w<sup>ch</sup> came to 570<sup>li</sup> or thereabouts for w<sup>ch</sup> principall debts & vse, the said Bonham Norton & y<sup>e</sup> said suppliant did then stand ioyntly engaged vnto |

27. diuers persons for there Ioynt debts. And y<sup>t</sup> y<sup>e</sup> said suppliant should release or discharge the said Bonham Norton of 490<sup>li</sup> w<sup>ch</sup> he the said Bonham Norton did owe vnto y<sup>e</sup> said suppliant, And y<sup>t</sup> y<sup>e</sup> said suppliant should likewise pay to him y<sup>t</sup> said Bonham

Norton 5000<sup>li</sup> in fiue yeeres then next ensuinge, The same to be paid by 500<sup>li</sup> at euery half yeeres |

**28.** [word illegible] & the rather to induce y<sup>e</sup> said suppliant to accept of the said offer, the said Bonham Norton did tell y<sup>e</sup> said suppliant & confidently affirme & promise to y<sup>e</sup> said suppliant that y<sup>e</sup> said stocke (consisting at y<sup>t</sup> time of bookes bound & in quiers heere in England of diuers debts owing to y<sup>e</sup> said stocke, of a share or porcōn, w<sup>ch</sup> y<sup>e</sup> said Bonham Norton & |

**29.** [hole] y<sup>r</sup> said suppliant had in a Ioynt stocke of bookes & printing beyond the seas in Copartnership, together w<sup>th</sup> diuers strangers borne, dwelling in ffrankford & other places, & of certaine leases of the house & shop wherein y<sup>r</sup> said suppliant then dwelt, & of a tenemen<sup>t</sup> & two shoppes on the bankside of the said house ) was well worth 18000<sup>li</sup> or |

**30.** thereabouts Which offer y<sup>r</sup> suppliant did at first vtterly refuse, telling the said Norton y<sup>t</sup> he should haue y<sup>r</sup> the said suppliants moyty in the same stocke for a farre lesser price & vpon farre longer dayes of paymen<sup>t</sup> of the whole summe, But the said Bonham Norton & Dyson persisting in their said persuasions, y<sup>r</sup> said suppliant desired of y<sup>e</sup> said Bonham Norton y<sup>t</sup> he might acquire |

**31.** some others therw<sup>th</sup> & haue their aduise thervpon, whervnto the said Bonham Norton would by no meanes condestend, Affirming y<sup>t</sup> he would haue none to meddle or haue anything to do in or about the driuing or setting downe of the said bargaine but only y<sup>e</sup> said Dyson, wherw<sup>th</sup> at length y<sup>r</sup> said suppliant was contented in regard of the |

**32.** [2 words illegible] he held of y<sup>e</sup> said Dyson, & of y<sup>e</sup> trust & Confidence he respected in him, no way suspecting y<sup>t</sup> he would haue bin any meanes to wronge or ouerreach y<sup>r</sup> said suppliant, And after many meetings & Conferences in that behalfe made, your said suplicant relying vpon the protestacōns of the said Dyson & vpon y<sup>e</sup> faithfull promises of y<sup>e</sup> said Bonham Norton |

**33.** that y<sup>e</sup> said stocke was worth 18000<sup>li</sup>, & y<sup>t</sup> y<sup>e</sup> debts then owing to the said stocke would prooue to be good (w<sup>th</sup>out entring into y<sup>e</sup> examinacōn of the trueth of y<sup>e</sup> particulars whether the stocke was so much woorth as it was affirmed & as y<sup>e</sup> said Bonham Norton required for the moyty or no) did agree w<sup>th</sup> the said Bonham Norton vpon y<sup>e</sup> 9 day of July 1619 |

**34.** & buy of him his moyty in the said stocke, at y<sup>e</sup> said price, w<sup>ch</sup> he y<sup>e</sup> said Bonham Norton demanded for y<sup>e</sup> same as is before menconed; W<sup>ch</sup> bargaine being so concluded: vpon y<sup>e</sup> said premises so made & vpon y<sup>e</sup> said confidence & trust, your said suppliant desired that the same might be set downe in writinge But y<sup>e</sup> said Bonham Norton knowing y<sup>t</sup> in [word illegible] & vppon |

**35.** examinacōn of the particulars It would manifestly appeare y<sup>t</sup> he had exceedingly & vnconscionably ouerreached and oppressed y<sup>r</sup> said sup<sup>liant</sup>, w<sup>th</sup> y<sup>t</sup> bargaine, in causing him to pay many thousands of poundes more then it was woorth, Would by no meanes haue it entirely & fully set downe in writinge, but would haue y<sup>t</sup> part of the said Bonham Nortons |

**36.** [word illegible] that y<sup>r</sup> sup<sup>liant</sup> was to discharge him y<sup>e</sup> said Bonham Norton of the said 5700<sup>li</sup> principall debts w<sup>th</sup> y<sup>e</sup> vse therof & of the said 490<sup>li</sup> to be concealed & not set downe, in wriying, And to y<sup>t</sup> end caused the said Dyson w<sup>th</sup>out y<sup>e</sup> priuity of y<sup>r</sup> said orato<sup>r</sup> & w<sup>th</sup>out any direccōn from him, but by directions & Instructions only from y<sup>e</sup> said Bonham Norton |

37. to drawe an Indenture of Couenants betweene him y<sup>e</sup> said Bonham Norton & y<sup>r</sup> said sup<sup>liant</sup> bearing date the 9<sup>th</sup> of July 1619 purtporting in effect, y<sup>t</sup> y<sup>e</sup> said Copartnership betweene the said Bonham Norton & y<sup>r</sup> said sup<sup>liant</sup> determined vpon y<sup>e</sup> 14<sup>th</sup> of March 1618, & y<sup>t</sup> y<sup>e</sup> said Bonham Nortons moyty in y<sup>e</sup> said stocke amounted to 5000<sup>li</sup> & y<sup>t</sup> y<sup>e</sup> said Bonham Norton did assign ouer [word illegible] |

38. make to y<sup>r</sup> said sup<sup>liant</sup> w<sup>th</sup> a promise that the same should not extend to the office of his mat<sup>yes</sup> printer amongst other things. W<sup>ch</sup> said Indenture of Couenants was enterchangeably sealed & deliuered by y<sup>e</sup> said Bonham Norton & y<sup>r</sup> said sup<sup>liant</sup>, y<sup>e</sup> said sup<sup>liant</sup> sealing & deliuering the said Indenture neither aduising nor <considering> hereof but he did in wryting [word illegible] |

39. vpon the said faithful promises so made by y<sup>e</sup> said Bonham Norton vnto y<sup>r</sup> said sup<sup>liant</sup>, & vpon y<sup>e</sup> said confidence & trust, y<sup>t</sup> said stocke was of y<sup>e</sup> value aforsaid, y<sup>e</sup> said promises being then reiterated & confirmed by y<sup>e</sup> said Bonham Norton vnto y<sup>r</sup> said sup<sup>liant</sup>, & y<sup>e</sup> said stocke the remayning in diuers parts of y<sup>e</sup> Xtian world, y<sup>r</sup> orator was inforced to rest & rely [2 words illegible] |

40. ?promise for y<sup>t</sup> he could not in a long time discouer the truth of th<sup>e</sup> value therof, And for y<sup>e</sup> paymen<sup>t</sup> of y<sup>e</sup> said 5000<sup>li</sup> vnto y<sup>e</sup> said ~~word illegible~~ Bonham Norton by y<sup>r</sup> said supliant, the said Dyson by the said Bonham Nortons direccōn did drawe ten seuerall writings or billes obligatory bearing all dates the said 9<sup>th</sup> of July 1619, By euery of w<sup>ch</sup> [word illegible] |

41. writings or billes obligatory, It was mencōned that y<sup>e</sup> sup<sup>liant</sup> stood bound vnto y<sup>e</sup> said Bonham Norton in 1000<sup>li</sup>, The 1<sup>t</sup> of them being on Condiçōn for the paymen<sup>t</sup> of 500<sup>li</sup> the first of ~~May~~ <Nouember> 1619, The 2<sup>d</sup> on Condiçōn for the paym<sup>t</sup> of 500<sup>li</sup> the first of May 1620, The 3<sup>d</sup> for the paym<sup>t</sup> of 500<sup>li</sup> 1 of Nouember 1620 The [conjectural: 4<sup>t</sup>] |

42. for the paymen<sup>t</sup> of 500<sup>li</sup> of 1 of May 1621 The 5<sup>th</sup> for y<sup>e</sup> paymen<sup>t</sup> of 500<sup>li</sup> 1 of Nouember 1621, The 6<sup>th</sup> for y<sup>e</sup> paymen<sup>t</sup> 500<sup>li</sup> 1 of May 1622 The 7<sup>th</sup> for y<sup>e</sup> paymen<sup>t</sup> of 500<sup>li</sup> 1 of Nouember 1622, The 8<sup>th</sup> for the paymen<sup>t</sup> of 500<sup>li</sup> 1 of May 1623, The 9<sup>th</sup> for y<sup>e</sup> paymen<sup>t</sup> of 500<sup>li</sup> 1 of Nouember 1623. And y<sup>e</sup> 10<sup>th</sup> vpon the like condiçōn for y<sup>e</sup> paymen<sup>t</sup> of 500<sup>li</sup> |

43. vpon the first day of May 1624, w<sup>ch</sup> <said> ten seuerall writings or billes obligatory, yo<sup>r</sup> said sup<sup>liant</sup> vpon y<sup>e</sup> said promises so made by y<sup>e</sup> said Bonham Norton vnto y<sup>r</sup> said supliant as aforsaid, & vpon the said Confidence & trust did seale & deliuer vnto y<sup>e</sup> said Bonham Norton vpon the said 9<sup>th</sup> day of July 1619 After w<sup>ch</sup> bargaine ?so ?made |

44. [word illegible] thereof so set downe in writing as aforsaid, y<sup>e</sup> said supliant did discharge the said Bonham Norton of the said 5700<sup>li</sup> principall debts & of y<sup>e</sup> vse thereof by paying the said debts & the vse thereof, & did likewise discharge him of the said 490<sup>li</sup>, & hath since paid vnto y<sup>e</sup> said Bonham Norton 1500<sup>li</sup> vpon the [2 words illegible] |

45. [word illegible] ?388<sup>li</sup> besides But yo<sup>r</sup> said Orator finds howe intolerably he was ouerreached & oppressed in the said bargaine hath forborne to make any further paymen<sup>ts</sup>, for so it is, if it may please yo<sup>r</sup> Lo<sup>p</sup>, that for the space of one yeere & a half or thereabouts after the said bargaine so made as aforsaid, y<sup>r</sup> said sup<sup>liant</sup> [word illegible] |

46. managed y<sup>t</sup> trade & stocke, w<sup>ch</sup> formerly was in copartnership betweene y<sup>e</sup> said Bonham Norton & yo<sup>r</sup> said supliant as aforsaid, during all w<sup>ch</sup> time, he could not get in & receiue so much money by the sale of bookes or other stacōnary wares out of the said stocke & of diuers other bookes w<sup>ch</sup> he brought from beyond the seas |

47. [2 words illegible] bargain to furnish & Continue the said stocke & of those who were indepted vnto yo<sup>r</sup> said sup<sup>liant</sup> for bookes or other stacōnery wares at any time before belonging to the said stocke as would discharge 2 of the first said paymen<sup>ts</sup> vpon y<sup>e</sup> 2 first bonds so made as aforesaid, W<sup>ch</sup> one, who §§§ [word illegible] therevpon his |

48. moneyes §§ y<sup>e</sup> supliant receiued during y<sup>e</sup> said space of one yeere & a half considering & weighing w<sup>th</sup> himself, did, (being thervnto moued in Conscience as y<sup>e</sup> sup<sup>liant</sup> conceiues) acquaint y<sup>e</sup> said Bonham Norton therw<sup>th</sup>, telling him y<sup>e</sup> said Bonham Norton, y<sup>t</sup> yo<sup>r</sup> said sup<sup>liant</sup> was so much ouerreached or oppressed [conjectural: by] |

49. ?y<sup>e</sup> ?said bargain, y<sup>t</sup> he could by no meanes performe the same, or vsed words to that Effect. Wherto the said Bonham Norton §§§§ would not §§ make any answere, more then this w<sup>ch</sup> he hath often since affirmed that it was a bargain & y<sup>t</sup> it was nothing to him what y<sup>r</sup> Orator lost by it |

50. [2 words illegible] y<sup>r</sup> supliant perceauing that he was not able to keepe the said stocke in his owne handes or to manage the said trade, did in or about the moneth of December 1620 offer to sell vnto the Company of the Stacōners of London the said Leases and the residue of the said whole stocke |

51. [1 word illegible] bookes w<sup>ch</sup> yo<sup>r</sup> sup<sup>liant</sup> had then bound: some English bookes in quires y<sup>e</sup> debts w<sup>ch</sup> were owing to the said stocke & y<sup>e</sup> said parte or share w<sup>ch</sup> yo<sup>r</sup> said sup<sup>liant</sup> had in the said Ioint stocke, of the said bookes and printing w<sup>th</sup> y<sup>e</sup> said outlandish Stacōners only foreprised & excepted But the said Company of Stacōners & yo<sup>r</sup> said sup<sup>liant</sup> [3 words illegible] |

52. [2 words illegible] price, y<sup>r</sup> sup<sup>liant</sup> demanded for the same bookes, w<sup>ch</sup> he offered to sell to y<sup>e</sup> said Company as aforesaid, The said differences by consent of all parties were first heard before y<sup>e</sup> nowe most Reuerend father in God y<sup>e</sup> L<sup>d</sup> Archbishop of Canterbury, After w<sup>ch</sup> hearing y<sup>e</sup> composing therof & setting downe, Aswell of an Equall indifferent price for the same |

53. wares bookes & maps belonging to the said stocke, w<sup>ch</sup> y<sup>e</sup> said sup<sup>liant</sup> offered to sell to y<sup>e</sup> said Company as aforesaid, As also of y<sup>e</sup> dayes of paymen<sup>t</sup> of y<sup>e</sup> somes of money: at w<sup>ch</sup> y<sup>e</sup> said Leases bookes & maps should be valued & priced, Was by the mutual consent of the company & of y<sup>e</sup> said sup<sup>liant</sup> referred vnto foure of y<sup>e</sup> Company of y<sup>e</sup> said Stacōners [2 words illegible] |

54. [2 words illegible] by the said Company & y<sup>e</sup> other two by yo<sup>r</sup> said sup<sup>liant</sup>. Who after they had seene the said house tenemen<sup>ts</sup> & shops & all the said bookes heere in England & y<sup>e</sup> catalogue of y<sup>e</sup> bookes w<sup>ch</sup> were beyond y<sup>e</sup> Seas, & y<sup>e</sup> said maps so offered to be sold by your said sup<sup>liant</sup> to y<sup>e</sup> said Company as aforesd & had deliberately & duely considered of y<sup>e</sup> value therof did vpon |

55. [3 words illegible] 1620 order arbitrate & set downe y<sup>t</sup> y<sup>e</sup> said company should pay vnto yo<sup>r</sup> said sup<sup>liant</sup> for y<sup>e</sup> said Leases 616<sup>li</sup> 13<sup>s</sup> 4<sup>d</sup> & for the said bookes & maps 3804<sup>li</sup>. 18<sup>s</sup>. 6<sup>d</sup>. in maner following, y<sup>t</sup> is to say 1000<sup>li</sup> vpon yo<sup>r</sup> said supliants deliuey of such of y<sup>e</sup> said bookes vnto ye said Company as y<sup>r</sup> said suplian<sup>t</sup> had in England 216<sup>li</sup> 13<sup>s</sup> 4<sup>d</sup> vpon yo<sup>r</sup> said sup<sup>liant</sup> assigning |

56. [2 word illegible] Leases vnto y<sup>e</sup> said Company 200<sup>li</sup> at 4 monethes next after y<sup>e</sup> assigning of y<sup>e</sup> said leases, 200<sup>li</sup> at y<sup>e</sup> end of 8 monethes next assigning of y<sup>e</sup> said leases, and the residue of the said 4421<sup>li</sup> 11 10<sup>d</sup> in 6 yeeres next ensuing y<sup>e</sup> deliuey of yo<sup>r</sup> said suplian<sup>ts</sup> bookes then remanying in England 6 & 6 monethes to be equally diuided into 12 |

57. [2 words illegible] to be paid half yeerely The first paymen<sup>t</sup> therof to begin y<sup>e</sup> next 6 monethes next ensuing the deliury of y<sup>e</sup> said bookes & of y<sup>e</sup> Catalogue of the said bookes beyond the seas, W<sup>th</sup> w<sup>ch</sup> order & arbitracōn so made as aforesaid ?Aswell y<sup>e</sup> said Company of Stacōners as yo<sup>r</sup> said sup<sup>liant</sup>s were well contented acknowledging y<sup>e</sup> same to be equally |

58. [2 words illegible] & made & set downe by y<sup>r</sup> said Arbitrators Although y<sup>r</sup> said supliant relying vpon y<sup>e</sup> promises in y<sup>t</sup> behalf made vnto him by y<sup>e</sup> said Bonham Norton did beeleeue before y<sup>e</sup> said viewe and apraismen<sup>t</sup> made by y<sup>e</sup> said Arbitrators, of y<sup>e</sup> said bookes & maps w<sup>ch</sup> yo<sup>r</sup> said sup<sup>liant</sup> sold to the said Company, Y<sup>t</sup> y<sup>e</sup> said bookes & maps would have conteyned farre more Reames |

59. [*conjectural*: than they were] found to contayne & yo<sup>r</sup> said sup<sup>liant</sup> should haue receiued <after> 10<sup>s</sup> the Reame at y<sup>e</sup> least for y<sup>e</sup> said bookes & maps, wheras y<sup>e</sup> said Arbitrato<sup>rs</sup> valued them but at viii<sup>s</sup> the Reame, & the same to be paid at y<sup>e</sup> said longe dayes of paymen<sup>t</sup>, yo<sup>r</sup> said sup<sup>liant</sup> finding himself deceiued touching the quantity of y<sup>e</sup> Reames of y<sup>e</sup> said bookes & of the value thereof |

60. [3 words illegible] strickt examinacōn, what y<sup>e</sup> residue of y<sup>e</sup> said stocke w<sup>ch</sup> was in Copartnership betweene the said Bonham Norton & yo<sup>r</sup> said sup<sup>liant</sup>, at y<sup>e</sup> time of y<sup>e</sup> said Bargaine & sale so made by y<sup>e</sup> said Bonham Norton vnto y<sup>r</sup> said sup<sup>liant</sup> as aforesaid, & excepted in yo<sup>r</sup> orato<sup>rs</sup> sale to y<sup>e</sup> Company was truly woorth, And after a long & laboriouse search in that behalf |

61. [yo<sup>r</sup> said] sup<sup>liant</sup> found y<sup>t</sup> all y<sup>e</sup> debts owing or belonging to the said stocke at y<sup>t</sup> time when y<sup>e</sup> said Bonham Norton sold his moyty of the said stocke vnto y<sup>r</sup> said sup<sup>liant</sup> as aforesaid, & at the time when the said sale, by relacōn & retrospect was to take effect, aco<sup>r</sup>ding to y<sup>e</sup> said Indenture of Couenants, did amount in y<sup>e</sup> whole but to 534<sup>li</sup> or thereabouts of w<sup>ch</sup> ?duly |

62. [2 words illegible] supliant hath done his vtmost endeauo<sup>r</sup> to recouer & get in y<sup>e</sup> same, & hath bin at a great deale of labo<sup>r</sup> & expence in y<sup>e</sup> attempting therof, yet he hath not bin able from the time of the said sale so made by y<sup>e</sup> said Bonham Norton vnto y<sup>r</sup> said sup<sup>liant</sup> as aforesaid to retreiuue or recouer of the said debts aboue 1200<sup>li</sup> And yo<sup>r</sup> said supliant [word illegible] ?sealed |

63. [2 words illegible] y<sup>e</sup> said debts will proue to be vtterly desperate, as for y<sup>e</sup> bookes w<sup>ch</sup> were bound & y<sup>e</sup> English bookes in quiers, w<sup>ch</sup> were belonging to the said stocke at the time of the said sale, so made by the said Bonham Norton as to yo<sup>r</sup> said sup<sup>liant</sup> as aforesaid, they were not woorth to be sold for ready money aboue 1000<sup>li</sup> & as for y<sup>e</sup> said sale made to the said |

64. [2 words illegible] law to y<sup>or</sup> said sup<sup>liant</sup> had in y<sup>e</sup> Ioint stocke w<sup>th</sup> y<sup>e</sup> said outlandish Stacōners at y<sup>e</sup> time when the said Bonham Norton made y<sup>e</sup> said sale vnto yo<sup>r</sup> said sup<sup>liant</sup> as aforesaid, yo<sup>r</sup> said sup<sup>liant</sup> cannot haue y<sup>e</sup> same (although he hath done his vtmost endeuo<sup>r</sup> to get so much for y<sup>e</sup> same as he could) so much money as since y<sup>e</sup> said sale made to the said |

65. [2 words illegible] hath paid out, in furnishing & supplying the said stocke, so remayning in copartnership and Ioint trading betweene yo<sup>r</sup> said sup<sup>liant</sup> and y<sup>e</sup> said Stacōners so barne & dwelling beyond y<sup>e</sup> seas as aforesaid, So y<sup>t</sup> whereas y<sup>e</sup> said whole stocke, w<sup>ch</sup> was in copartnership betweene y<sup>e</sup> said Bonham Norton & y<sup>e</sup> said sup<sup>liant</sup>, at y<sup>e</sup> time of y<sup>e</sup> said sale so made by y<sup>e</sup> said |

66. [2 words illegible] y<sup>r</sup> said sup<sup>liant</sup> as aforesaid should haue bin in all equity & good conscience truly woorth 17250<sup>li</sup>, In regard y<sup>e</sup> said Bonham Norton demandeth of y<sup>r</sup> sup<sup>liant</sup>, 8625<sup>li</sup> for his moyty thereof as aforesaid Of w<sup>ch</sup> said some of 8625<sup>li</sup> yo<sup>r</sup> said sup<sup>liant</sup> hath since y<sup>e</sup> 9<sup>th</sup> day of July 1619 paid vnto y<sup>e</sup> said Bonham Norton and to diuerse others |

67. [3 words illegible] Bonham Nortons proper debt, 5513<sup>li</sup> as aforesaid. Your said sup<sup>liant</sup> can make it manifestly apeare to y<sup>r</sup> good Lo<sup>p</sup>, That y<sup>e</sup> said moyty of y<sup>e</sup> said stocke at y<sup>e</sup> time of y<sup>e</sup> said sale so made to y<sup>r</sup> said orator was not woorth aboue 3600<sup>li</sup>, & y<sup>t</sup> he y<sup>r</sup> said Bonham Norton hath by y<sup>e</sup> said bargaine so ouer reached and oppressed yo<sup>r</sup> said sup<sup>liant</sup>, That he the |

68. [3 words illegible] And since y<sup>e</sup> said 9<sup>th</sup> day of July 1619 hath had & goeth about to haue of y<sup>r</sup> said sup<sup>liant</sup> 5000<sup>li</sup> at least for his moyty in the said stocke more then his moyty in y<sup>e</sup> said stocke was truly woorth, at y<sup>e</sup> vtmost to be sold at the time of the said sale so made by y<sup>e</sup> said Bonham Norton to y<sup>r</sup> said sup<sup>liant</sup> as aforesaid, And yo<sup>r</sup> said Orato<sup>r</sup> further sheweth vnto y<sup>e</sup> [word illegible] |

69. [3 words illegible] the late Queene Elizabeth of most famous memory, by her lettres patents vnder y<sup>e</sup> great seale of England bearing date 8<sup>th</sup> day of August in y<sup>e</sup> 31<sup>th</sup> yeere of her ma<sup>ties</sup> Raigne, did grant vnto Robert Barker of London Esq<sup>r</sup>, by y<sup>e</sup> name of her welbeloued subiect Robert Barker sonne of Christopher Barker of London printer The |

70. [3 words illegible] printers, of all and singuler statutes bookes Acts of parliament proclamacōns bibles Iniunctions & newe testamen<sup>ts</sup> whatsoever in y<sup>e</sup> English tongue of any translacōn w<sup>th</sup> notes or w<sup>th</sup>out notes at any time before imprinted, or at any time from thence forth by y<sup>e</sup> Comandmen<sup>t</sup> or Authority of y<sup>e</sup> said late Queene her [word illegible] |

71. [3 words illegible] printed; As also of all other bookes whatsoever w<sup>ch</sup> y<sup>e</sup> said late Queene had commanded or for the time to come her said highnes or her successors should command to be vsed in the churches of this kingdome of England, Ordayning y<sup>e</sup> said Robert Barker her said highnes printer of all or singuler the premisses To haue & enioy [word illegible] |

72. [2 words illegible] profits thereto belonging to y<sup>e</sup> said Robert Barker & his Assignes ?priuatly after y<sup>e</sup> death of y<sup>e</sup> said Christopher Barker, for and during y<sup>e</sup> naturall life of y<sup>e</sup> said Robert Barker w<sup>th</sup> an yearly fee or annuity of 6.<sup>li</sup> 13.<sup>s</sup> 4.<sup>d</sup> during the naturall life of the said Robert Barker for y<sup>e</sup> executing of y<sup>e</sup> said place, After w<sup>ch</sup> grant so made by y<sup>e</sup> said late Queene Elizabeth y<sup>e</sup> said Christopher Barker |

73. [3 words illegible] departed out of this mortall life, By whose death & by vertue y<sup>e</sup> said grant, y<sup>e</sup> said Robert Barker being seised of the said office did by his deed bearing date y<sup>e</sup> last of ffebruary 1614 for diuers great somes of money paid vnto him y<sup>e</sup> said Robert Barker by the said Bonham Norton & y<sup>r</sup> said sup<sup>liant</sup> assigne & set ouer vnto one Christopher Barker sonne of y<sup>e</sup> said Robert Barker & to y<sup>e</sup> |

74. [word illegible] Bonham Norton & yo<sup>r</sup> said sup<sup>liant</sup> and their assignes the said office for & during the naturall life of him y<sup>e</sup> said Robert Barker excepting only y<sup>e</sup> said anuall fee of 6.<sup>li</sup> 13.<sup>s</sup> 4.<sup>d</sup>, ffrom & after w<sup>ch</sup> assignmen<sup>t</sup> so made they y<sup>e</sup> said Bonham Norton Christopher Barker & y<sup>r</sup> said sup<sup>liant</sup> did execute y<sup>e</sup> said office as Copartners vntil y<sup>e</sup> 20<sup>th</sup> of Nouemb<sup>er</sup> 1617 or thereabouts, And there being no stocke of bookes belonging |

75. [4 words illegible] the said Assignmen<sup>t</sup>, The said Bonham Norton & y<sup>e</sup> said sup<sup>liant</sup> did w<sup>th</sup>in a short space after y<sup>e</sup> said assignmen<sup>t</sup>, rayse a stocke of bookes apointing y<sup>e</sup> same to belong to y<sup>e</sup> said Office. And wheras also the <Kings> most excellent ma<sup>tye</sup> y<sup>t</sup>



nowe is by his *lettres* patents vnder y<sup>e</sup> great seale of England bearinge date 10<sup>th</sup> of May in y<sup>e</sup> first yeere of his Ma<sup>ty</sup> Rainge of England |

76. [4 words illegible] y<sup>e</sup> 36<sup>th</sup> after recitall therein made of y<sup>e</sup> said grante of y<sup>e</sup> said office by the said late Queene vnto the said Robert Barker did grante vnto y<sup>e</sup> said Christopher Barker y<sup>e</sup> sonne of y<sup>e</sup> said ~~word illegible~~ Robert, y<sup>e</sup> said office of his ma<sup>ty</sup> printer, To haue & enioy y<sup>e</sup> said office to y<sup>e</sup> said Christopher & his Assignes immediately after y<sup>e</sup> death of y<sup>e</sup> said Robert Barker his father |

77. [4 words illegible] of y<sup>e</sup> said Christopher Granting further vnto y<sup>e</sup> said Christopher y<sup>e</sup> priueledge & faculty of printing all & all manner of Abridgmen<sup>ts</sup> of all & singuler statutes and Acts of *parliamen<sup>t</sup>*, before y<sup>t</sup> time made or from in thence forth to be made or set forth, w<sup>th</sup> y<sup>e</sup> like annuall fee vnto y<sup>e</sup> said Christopher during his *naturall* life for y<sup>e</sup> executing of the said office, And wheras |

78. [*conjectural*: the Kings most excellent] Mat<sup>ie</sup> that now is, by his *letters* patents vnder y<sup>e</sup> great seale of England bearing date y<sup>e</sup> 11<sup>th</sup> of *ffebuarie* in y<sup>e</sup> 14<sup>th</sup> of his m<sup>ty</sup> raigne ouer England ffrance & Ireland & of Scotland y<sup>e</sup> fiftieth, After recitall therein likewise made of y<sup>e</sup> said grants, to y<sup>e</sup> said Robert Barker & Christopher Barker did grant vnto Robert Barker y<sup>e</sup> some of ?10 |

79. [2 words illegible] every & to his Assignes the said office, To haue & to hold the said office to y<sup>e</sup> said Robert Barker the sonne & his Assignes immediately after y<sup>e</sup> death, surrender or forfeiture, of both the said Robert Barker the father, & of the said Christopher Barker, for thirty yeeres then next ensuing Granting further to y<sup>e</sup> said Robert Barker the sonne & to his Assignes during y<sup>e</sup> said |

80. [5 words illegible] & priuiledge of printing the said Abridgmen<sup>ts</sup> w<sup>th</sup> the like annual fee during the said terme for executing the said office, After w<sup>ch</sup> *lettres* patents so granted vnto y<sup>e</sup> said Christopher Barker & Robert Barker, sonnes of y<sup>e</sup> said Robert Barker as aforesaid, They y<sup>e</sup> said Robert Barker y<sup>e</sup> father & y<sup>e</sup> said Christopher Barker & Robert Barker y<sup>e</sup> sonnes did by their deed bearing date |

81. [2 words illegible] for diuerse great somes of money paid vnto them by y<sup>e</sup> said Bonham Norton & yo<sup>r</sup> said sup<sup>liant</sup>, grante assigne & conuey vnto the said Bonham Norton & to yo<sup>r</sup> said sup<sup>liant</sup> & their assignes, all & singuler their Ioynt & seuerall estates rights Interests & demands whatsoever of in & to y<sup>e</sup> said office & after the *promises* amongst diuers other things, ffrom & after w<sup>ch</sup> assignmen<sup>t</sup> so made |

82. [4 words illegible] the said Christopher Barker & Robert Barker his sonnes vnto y<sup>e</sup> said Bonham Norton & yo<sup>r</sup> said supliant The said Bonham Norton & yo<sup>r</sup> said supliant [word illegible] and yet do continue copartners or Ioint traders together in y<sup>e</sup> said office & stocke therto belonging And wheras y<sup>e</sup> said Bonham Norton & y<sup>r</sup> said supliant for y<sup>e</sup> paymen<sup>t</sup> of great somes of money for y<sup>e</sup> estates |

83. [ 3 words illegible] and his sonnes as aforesaid, & for y<sup>e</sup> making and continuing of a stocke of bookes to be belonging to y<sup>e</sup> said office of his ma<sup>ty</sup> printer were enforced to borrowe diuers great somes of money, & y<sup>e</sup> same to become Iointly bound vnto seuerall persons (the said last mencōned ioynt debts being nowe of y<sup>e</sup> ioynt debts before mencōned to be discharged by y<sup>e</sup> said sup<sup>liant</sup> |

84. [2 words illegible] bargaine made by the said Bonham Norton to y<sup>e</sup> said orato<sup>r</sup> as aforesaid:), It was agreed vpon betwixt y<sup>e</sup> said Bonham Norton & y<sup>or</sup> said sup<sup>liant</sup>, y<sup>t</sup> all such somes of money w<sup>ch</sup> the said Bonham Norton, and y<sup>e</sup> said sup<sup>liant</sup> had borrowed or

should borrowe to pay y<sup>t</sup> w<sup>ch</sup> they had vndertaken or were to pay for y<sup>e</sup> said office, or for y<sup>e</sup> raysinge or continuing |

85. [4 words illegible] belonging to the said office, should be satisfied & paid out of the said office and stocke, And y<sup>t</sup> the said Bonham Nortons moyty of the said office and stocke should be lyable to y<sup>e</sup> one moyty of the said debts, & yo<sup>r</sup> said sup<sup>liant</sup> moyty should be lyable to the other, And whereas of late there being some differences betwixt the said Bonham Norton |

86. [2 words illegible] amongst the things concerning the said Ioynt debts w<sup>ch</sup> the said Bonham Norton & y<sup>r</sup> said sup<sup>liant</sup> did owe It was found vpon longe & deliberat examinacōn therof y<sup>t</sup> y<sup>e</sup> said debts by them so owing did amount to 4600<sup>li</sup> principall money besides the vse thereof, w<sup>ch</sup> indeed was for so much money w<sup>ch</sup> they had borrowed towards y<sup>e</sup> payment of |

87. [2 words illegible] towards y<sup>e</sup> raysing & continuing of y<sup>e</sup> said stocke belonging to the said office and is none of the Ioy<sup>nt</sup> debts before mencōned to be discharged by y<sup>r</sup> said sup<sup>liant</sup>. The moyty of w<sup>ch</sup> said some of 4600<sup>li</sup> & of y<sup>e</sup> vse therof y<sup>e</sup> said Bonham Norton hath at diuers times since the first of August last, faithfully promised yo<sup>r</sup> sup<sup>liant</sup> y<sup>t</sup> he would pay, And |

88. [2 words illegible] ?moyety in the said office stocke should be lyable thervnto, W<sup>ch</sup> euer since y<sup>e</sup> said 20<sup>th</sup> of Nouember 1617 hath bin & yet is woorth some thousands of pounds more then the moyty of the said <Ioint> debt of 4600<sup>li</sup> amounteth vnto, And yo<sup>r</sup> said orato<sup>r</sup> further sheweth vnto y<sup>r</sup> good Lo<sup>p</sup>, y<sup>t</sup> yo<sup>r</sup> said sup<sup>liant</sup> at y<sup>e</sup> request of the said Bonham Norton & for y<sup>e</sup> [word illegible] |

89. [2 words illegible] of the said Bonham Norton standeth also bound together w<sup>th</sup> y<sup>e</sup> said Bonham Norton vnto diuerse persons for the paymen<sup>t</sup> of 8000<sup>li</sup> or therabouts principall debt, Concerning w<sup>ch</sup> said principall debt of 8000<sup>li</sup> or therabouts (there being of late likewise some difference betwixt y<sup>e</sup> said Bonham Norton & y<sup>e</sup> supliant the y<sup>e</sup> said Bonham Norton |

90. [word illegible] y<sup>t</sup> y<sup>e</sup> said supliant stood engaged w<sup>th</sup> him the said Bonham Norton for the some of 7000<sup>li</sup> or therabouts principall money being his the said Bonham Nortons particuler sole <&> proper debt, And at diuers times both before & since the first of August last he y<sup>e</sup> said Bonham Norton did faithfully promise yo<sup>r</sup> supliant & diuers friends of his |

91. [2 words illegible] w<sup>ch</sup> y<sup>e</sup> said Bonham Norton in that behalf) that he y<sup>e</sup> said Bonham Norton would discharge y<sup>r</sup> said sup<sup>liant</sup>, of all his the said Bonham Nortons particuler debts for w<sup>ch</sup> yo<sup>r</sup> said sup<sup>liant</sup> stands, Ioyntly bound w<sup>th</sup> him as aforesaid, And y<sup>t</sup> for yo<sup>r</sup> said supliants securitie in y<sup>t</sup> behalf, in the meane time & vntill yo<sup>r</sup> said sup<sup>liant</sup> was so discharged |

92. [2 words illegible] hath not any counter bond & from y<sup>e</sup> said Bonham Norton to saue him harmeles from y<sup>e</sup> said debts wherein he stands obliged to <2 words illegible> y<sup>e</sup> said Bonham Norton as aforesd) That he y<sup>e</sup> said Norton would engage such a quantity of his lands vnto yo<sup>r</sup> supliant as should be of sufficient value to discharge his y<sup>e</sup> said Bonham Nortons particuler debts or demandes assignmen<sup>ts</sup> |

93. of his y<sup>e</sup> said Bonham Nortons moyty in the said office & stocke Nowe so it is, may it please your good Lo<sup>p</sup> That notw<sup>th</sup>standing y<sup>e</sup> said Bonham Norton hath by y<sup>e</sup> Industry & meanes of yo<sup>r</sup> said supliant allready receive<sup>d</sup> out of y<sup>t</sup> Ioynt stocke or trade, w<sup>ch</sup> at first

was in Copartnership betweene the *said* Bonham Norton John Norton & yo<sup>r</sup> *said* supliant as aforesaid [word illegible] |

94. [4 words illegible] ouer & besides y<sup>e</sup> *said* some of 4400<sup>li</sup> at w<sup>ch</sup> y<sup>e</sup> *said* stocke as at first valued as aforesaid w<sup>th</sup> out taking any paynes or doing anything in the managing of the *said* trade, for the good of y<sup>e</sup> *said* Ioynt Stocke, but only from time to time, looking after his owne priuate benefit & drawing out from y<sup>e</sup> *said* Ioint stocke so much [word illegible] |

95. [2 words illegible] leauing almost nothing to y<sup>e</sup> *said* sup<sup>liants</sup> share but some desperate debts, And not w<sup>th</sup> standing y<sup>e</sup> *said* Bonham Norton knowes in his own conscience, Y<sup>t</sup> his moiety in y<sup>e</sup> *said* Ioynt stocke was not worth so much by 5000<sup>li</sup> or therabouts as he requires and would exact for y<sup>e</sup> same of yo<sup>r</sup> sup<sup>liant</sup>, & y<sup>t</sup> he hath bin told by diuers of y<sup>e</sup> better sort [2 words illegible] |

96. [2 words illegible] Thereof y<sup>e</sup> *said* Bonham Norton is [word illegible] y<sup>t</sup> yo<sup>r</sup> *said* sup<sup>liant</sup> was by the *said* sale ouerreached & oppressed & although y<sup>e</sup> *said* Bonham Norton knoweth all the Residue of y<sup>e</sup> premises to be true, & y<sup>t</sup> yo<sup>r</sup> sup<sup>liant</sup> hath often desired y<sup>e</sup> *said* Bonham Norton y<sup>t</sup> he would make vnto y<sup>r</sup> supliant some reasonable abatemmen<sup>t</sup> vpon y<sup>t</sup> extreame hard bargain answearable to him |

97. [3 words illegible] the value therof as aforesaid & y<sup>t</sup> he would discharge yo<sup>r</sup> sup<sup>liant</sup> from y<sup>e</sup> *said* particuler debts of y<sup>e</sup> *said* Bonham Norton for w<sup>ch</sup> yo<sup>r</sup> *said* sup<sup>liant</sup> stand<sup>s</sup> bounde w<sup>th</sup> him as aforesaid & from y<sup>e</sup> moyty of y<sup>e</sup> *said* 4600<sup>li</sup> & of the vse therof or els giue yo<sup>r</sup> sup<sup>liant</sup> security acording to his promise in y<sup>t</sup> behalf made, And notw<sup>th</sup> standing yo<sup>r</sup> *said* sup<sup>liant</sup> hath oftentimes offered vnto |

98. [2 words illegible] security to discharge him the *said* Bonham Norton of the moyty of y<sup>e</sup> *said* 4600<sup>li</sup> & of y<sup>e</sup> vse therof w<sup>ch</sup> y<sup>r</sup> sup<sup>liant</sup> is to pay In case y<sup>e</sup> *said* Bonham Norton would discharge yo<sup>r</sup> sup<sup>liant</sup> of his y<sup>e</sup> *said* Bonham Nortons particuler debts & of the other moyty of the *said* 4600<sup>li</sup> & of the vse therof, or giue security for the same as aforesaid him y<sup>e</sup> *said* Bonham Norton |

99. [word illegible] & to ruinate your *said* sup<sup>liant</sup> doth not only threaten to sewe y<sup>r</sup> *said* sup<sup>liant</sup> for 4000<sup>li</sup> w<sup>ch</sup> he pretends to be owing vnto him by yo<sup>r</sup> *said* sup<sup>liant</sup> vpon fower of the *said* writings or billes obligatory so sealed and deliuered vpon the *said* premises so made & vpon the *said* confidence & trust as aforesaid, & [5 words illegible] |

100. [word illegible] vnto him 1500 more vpon the last writings or billes obligatory, But also hath made secret & fraudulent conueyances of his *said* moyty in the *said* office and stocke vnto diuers persons vnknowne to your sup<sup>liant</sup> & hath estated his Lands vpon his §§§ & children or others to §§§ their vse [word illegible] ?security [word illegible] |

101. [3 words illegible] [(]being by many thousands of pounds more woorth then all his the *said* Bonham Nortons debts do amount vnto) to the <intent> to charge and lay all the *said* debts vpon yo<sup>r</sup> *said* orato<sup>r</sup> to his Ruyne and ouerthrowe contrary to all right equity & conscience, In tends ?consideracōn & commiseracōn [4 words illegible] |

102. [3 words illegible] hath [word illegible] by the strickt Course of the Comon Law, in regards the *said* premises so made by y<sup>e</sup> *said* Bonham Norton to y<sup>r</sup> *said* suplicant as aforesaid were made in priuate & fewe witnesses therat, but such wherof some are dead & y<sup>e</sup> rest beyond the seas in places unknown to y<sup>e</sup> [conjectural: *said* sup<sup>liant</sup>] |

103. [2 words illegible] Bonham Norton & Humphrey Dyson being called to this ho<sup>ble</sup> court to answere vpon their oathes will confess all or the most of y<sup>e</sup> matters before laid

to their charge to be true That yo<sup>r</sup> good Lo<sup>p</sup> would be pleased to [3 words illegible] his Ma<sup>ts</sup> most gracious writt of sub pena [3 words illegible] |

**104.** [3 words illegible] concerning them & either of them at a *Certaine* day or vpon a *Certaine* paine therin to be limited personally to appeare before yo<sup>r</sup> good Lo<sup>p</sup> in his mats high court of Chancery then [word illegible] & ?sever the *premises*, & that y<sup>t</sup> y<sup>e</sup> *said* Bonham Norton set forth in particuler what bargaine or contract he made [2 words illegible] |

**105.** [4 words illegible] moyty in the *said* stocke w<sup>ch</sup> at first was in copartnership betwixt the *said* Bonham Norton John Norton & yo<sup>r</sup> supliant & after y<sup>e</sup> *said* John Nortons death betweene y<sup>e</sup> *said* Bonham Norton and y<sup>e</sup> *said* suppliant as *aforesaid* & what he esteemed & affirmed to yo<sup>r</sup> *said* supliant ye value of y<sup>e</sup> *said* whole stock to be at y<sup>e</sup> time [6 words illegible] |

**106.** [4 words illegible] *said* Bonham Nortons moyty in the *said* stocke at the time of the *said* sale was truly woorth & what *promises* he made vnto yo<sup>r</sup> *said* sup<sup>liant</sup> vpon y<sup>e</sup> *said* sale [word illegible] the value of the *said* stock and of his moyety ?thereof and what somes of money haue bin paid to him or to other [2 words illegible] out of y<sup>e</sup> *said* stocke |

**107.** [6 words illegible] *said* supliant hath paid since y<sup>e</sup> 9<sup>th</sup> of July 1619 vnto the *said* Bonham Norton or vnto others for the vse & of what debts he hath discharged the *said* Bonham Norton [2 words illegible] the sale so made the 9<sup>th</sup> July 1619 & what somes of money & to whom yo<sup>r</sup> sup<sup>liant</sup> stands bound [6 words illegible] |

**108.** [6 words illegible] particuler debt & whether there was any more of the *said* bargaine & sale so made by ?him to yo<sup>r</sup> sup<sup>liant</sup> as *aforesaid* set downe in wryting [word illegible] ?before in that behalf mencōned. And what [3 words illegible] he y<sup>e</sup> *said* Bonham Norton hath made & to whom ?of is made [4 words illegible] |

**109.** [4 words illegible] y<sup>e</sup> *said* Bonham Nortons particuler debt, & for the *said* [word illegible] & y<sup>e</sup> vse thereof or since the time he made y<sup>e</sup> vse thereof or since the time he made y<sup>e</sup> *said* promise to giue the *said* security to yo<sup>r</sup> *said* sup<sup>liant</sup> as *aforesaid* & whether he made not y<sup>e</sup> *said* ?conveyances to y<sup>e</sup> [word illegible] charge yo<sup>r</sup> sup<sup>liant</sup> w<sup>th</sup> y<sup>e</sup> *said* debts [words illegible] him of y<sup>t</sup> security promised [3 words illegible] y<sup>t</sup> y<sup>e</sup> *said* Bonham Norton & Humphrey Dyson saide to & abide such ?orders |

**110.** [5 words illegible] ho<sup>ble</sup> wisdome shall seeme to stand & be most agreable w<sup>th</sup> reason equity & good conscience, And yo<sup>r</sup> *said* sup<sup>liant</sup> will euer pray for yo<sup>r</sup> Lops longe life & ?hapines |

[FINIS]

## (2) The reply of Bonham Norton and Humphrey Dyson

The sworne Answer of Bonham Norton & Humphrey Dyson To the Bill  
of Complaynt of John Bill Citizen and Stationer of London Complainant

1. The Defendant by protestacōn not acknowledging or Confessing anything in the said Bill of Complaynt conteyned to be good iust or true in such sorte manner and forme As in the same Bill the same is sett forth and alleadged saith That the said Bill of Complaint is ?verry vntrue [2 words illegible] equitie and [words illegible] |
2. [word illegible] vnto by this defendan<sup>t</sup> for diverse manifest and apparaunt ymperfeccōns vncertainties and vntruthes therein playnly appearing And the same Bill (as this Defendant conceaveth) is conteyned and exhibited by the said Complainant against this Defendant and the other Defendant Humphrey Dyson [2 words illegible] |
3. [word illegible] the said Defendants and to putt them to unnecessary and excessiue Costs Charges and expences in the lawe and to stopp this Defendan<sup>ts</sup> iust and due proceedings for Recouery of great sommes of money iustly due vnto him by Bonds from the said Complainant and likewise to ?take ? away [5 words illegible] |
4. [word illegible] w<sup>ch</sup> is a principall Wisse for this Defendant concerning the matters in the said Complainants Bill alleadged and is neither to wyne or lose by any thing in the said Bill alleadged nor any wayes herein, Rather then for any good cause or iust ground of suite [word illegible] the [4 words illegible] |
5. [word illegible] nowe and att all tymes hereafter all advantages of excepōn to the incerteinties and insufficiencies of the said Bill of Complaint) ffor answeere vnto so much thereof as materially concerneth him this Defendant & for the satisfaccōn of this hon<sup>ble</sup> Co<sup>rt</sup> in that behalf Answereth and saith [4 words illegible] |
6. [word illegible] the said Bill of Complaynt named for diverse yeres before the yere of o<sup>r</sup> Lord God one thousand sixe hundred and three were Copartners and ioynnt Traders togeather in the Arte or Trade of a Stacōner or Bookseller and in buying and bringing of Books Mappes and other Stacōnary [*conjectural*: Wares in from] |
7. ffrance Germany and other parts beyond the Seas into England And by reason thereof this Defendan<sup>t</sup> & the said John Norton about the yere aforesaid had in diverse places w<sup>th</sup> in the Realmes of England ffraunce, Germany, and elsewhere diverse Books, Mappes & other Stacōnary Wares [word illegible] of the [3 words illegible] |
8. thousand and fowre hundred pounds & more and the said Complainant having lately byne the Apprentice of the said John Norton and by him ymployed in the said Trade, and afterwards a Iourney Man in the said Trade to the said John Norton and this Defendant and being then a Iourney Man not hauing [2 words illegible] |
9. ?meanes to sett vpp a Trade for himself, this Defendan<sup>t</sup> & the said John Norton tooke the said Complainant to be Copartners w<sup>th</sup> them in the said Trade, And therevpon this Defendan<sup>t</sup> saith That true it is That about the tyme in the Bill mencōned this Defendan<sup>t</sup> & the said John Norton & the Complainant [*conjectural*: became Copartners together in] |
10. the said Trade in such sorte as in the said Bill is set forth and alleadged And this Defendant also saith That therevpon the said John Norton and this Defendan<sup>t</sup> for the better manageing of the said Trade & for the making of a stocke for the Comencing and

beginning of the said Copartnership did depositt and lay downe [*conjectural*: a stock of]  
|

**11.** Books, Mappes and other Stacionary Wares being of the value aforesaid Howbeit the said Complainant did not deposite or laye downe any Books, Mappes, moneyes or other things whatsoever for or towards the same Stock or any thing concerning the same, And therefore it was then agreed that the said Comp<sup>laint</sup> should [2 words illegible] |

**12.** three yeres or oftener, if needs should require during the said Copartnership Travayle into the parts beyond the seas for the buying provyding or printing of Books or Wares or for the takinge the Accompts of servants ymployed there about the affaires of the said Copartnership And that the defendan<sup>t</sup> [word illegible] |

**13.** John Norton in respect they deposited the said whole stock should not be tyed to travaile theither or otherwise to Manage the said trade vnlesse they themselues pleased so to doe And therevpon this Defendan<sup>t</sup> saith that Indentures of Copartnership were drawne & sealed betweene the [3 words illegible] |

**14.** said John Bill did agree & covenanted to performe the same accordingly and it is therein specially provyded that this Defendant in respect of his abode in the Country should not any tyme during the Contynuaunce of the said Copartnership be charged to prosecute or follow the affairs or [3 words illegible] |

**15.** Copartnership otherwise then at his will & pleasure, And by the same Indenture it is expressed and declared that the Books Mappes & Stacionary Wares deposited & laid downe by this Defendant & the said John Norton as aforesaid did amount vnto aboue the somme & value of fower thousand fower |

**16.** hundred pounds and that the said Complainant had not brought in deposited or layd downe any money or wares in or to the makeing of the said Stock And therefore it was agreed that this Defendant & the said John Norton should receaue and haue payment & satisfaccōn and be paid and [4 words illegible] |

**17.** payment stocks the said somme of ffower thousand & fower hundred pounds in Eleaven yeres by such halfe yearly paimen<sup>ts</sup> as in the said Bill is sett foorth and alledged But this Defendant denieth that the said Books beinge priced at ffower thousand and ffower hundred pownds were notwithstandinge the Dayes of paymen<sup>t</sup> overvalued [3 words illegible] |

**18.** Indentures of Copartnership that the same did then amount vnto aboue the value of ffower thousand & ffower hundred pounds as aforesaid And this Defendant Confesseth it to bee true that it was further agreed vpon betwixt this Defendan<sup>te</sup> and the said John Norton and the Comp<sup>laint</sup> that the said ffower thousand and <ffower> hundred pounds beinge soe paid [4 words illegible] |

**19.** the residue of the stock w<sup>th</sup> the increase and proceed thereof should be equally devyded betwixt this defendan<sup>t</sup> and the said John Norton and the Complainant & that after the said Copartnership so entered into they did accordingly trade together as Copartners vntill the Moneth of November one thousand sixe hundred & twelue and that about that tyme the said [*conjectural*: John Norton in] |

**20.** his last will & Testament in wryting & therein & thereby ordeyned this Defendant his sole Executo<sup>r</sup> died and that during the said Copartnership there was paid out of the said Ioynt Stocke and the Encrease thereof according to the said agreement every halfe yeare Twoe hundred pounds to this Defendan<sup>t</sup> and the said John Norton As in the said Bill [5 words illegible] |

21. alleadges But this Defendant doth not remember or beleaue that the said Complainant went twice every yere at the least vnto diverse parts beyond the seas As in the said Bill is pretended so Howbeit if he did so doe This Defendant<sup>t</sup> thincketh that the same was no more then he ought to doe and was bound to performe by the said Indentures [4 words illeg] |
22. willing to performe for his proffitt and pleasure And this Defendant<sup>t</sup> likewise confesseth it to be true that during the life tyme of the said John Norton the said Ioynt stock was so much advanced that a litle before the said John Nortons death It was agreed vpon betweene this Defendant<sup>t</sup> and the said John Norton and the said Complainant [word illegible] |
23. or Administrators of any of the said Copartners w<sup>ch</sup> should first dye should be paid by the surviving Copartners three thousand pounds out of the said Ioynt stock w<sup>th</sup>in fower yeres next after the death of any of the said Copartners And this Defendant<sup>t</sup> also confesseth it to be true that vpon the death of the [conjectural: said John Norton] [word illegible] |
24. [word illegible] three thousand pounds and the remaynder then vnpaid of the said fflower thousand fower hundred pounds being deducted then the said whole Ioint stock came by Survivorshipp & by the said last Agreement vnto this Defendant<sup>t</sup> & the said Complainant w<sup>ch</sup> together w<sup>th</sup> the proceeds thereof was & ought [3 words illegible] |
25. ?deseyded betwixt this Defendant<sup>t</sup> & the said Complainant As in the said Bill is alleadged And this Defendant<sup>t</sup> also confesseth it to be true that from & after the said John Nortons death this Defendant<sup>t</sup> & the said Complainant Contynued Copartners in the said ioynt Trade vntill neere about the tyme in the Bill [3 words illegible] |
26. that out of the said Ioynt stock there was paid vnto this Defendant<sup>t</sup> after the said John Nortons death aswell the remaynder then vnpaid of the said fflower thousand fower hundred pounds as also the said somme of three thousand pounds being the share of the said John Nortons Executo<sup>r</sup> according to the said last mencōned [3 words illegible] |
27. this Defendant<sup>t</sup> likewise confesseth it to be true that for the space of fīue yeaes next after the said John Nortons death the said Complainant did wholly execute and manage the said Trade w<sup>ch</sup> was noe more then he ought to doe and was bound to performe by the said Indentures of Copartnershipp But what or how [3 words illegible] |
28. during those five yeres encrease this Defendant<sup>t</sup> knoweth not Neither is it true to this Defendant<sup>ts</sup> remembrance that from the fowerteenth day of ffebruary one thousand sixe hundred & fowerteene vntill the seaven & twentieth of July one thousand sixe hundred & seauenteene there were at sondry or [5 words illegible] |
29. ?nor this Defendant<sup>t</sup> or any other persons for his particuler vse & behoofe over and besides the said three thousand pounds & remaynder of the said fower thousand fower hundred pounds any such somme or sommes of money As in the said Bill is set forth Neither to this Defendant<sup>ts</sup> <& like> remembraunce, went there [3 words illegible] |
30. money paid out of the said ioynt stock for this Defendant<sup>ts</sup> perticuler Accompt since the seaven & twentieth day of July one thousand sixe hundred & seauenteene & before the Nynth day of July one thousand sixe hundred & Nynteene Neither doth this Defendant<sup>t</sup> thinck it material [4 words illegible] |
31. [word illegible] , the same being noe more then was iustly due vnto him ffor thervnto this Defendant<sup>t</sup> saith That the said Complainant having wholly executed & managed the

said Trade during the said five yeres and this Defendant<sup>t</sup> having receaved litle or noe proffitt thereby & the said Complainant living att or [3 words illegible] |

32. [word illegible] great storr of plate & Houshold stuff & Lands of Inheritance to a great yerely value and this Defendant<sup>t</sup> not knowing any meanes the said Complainant had to do the same but only thirty shillings a weeke w<sup>ch</sup> was allowed vnto him out of the said stock and a matter of fforty pounds *per annum* [4 words illegible] |

33. [word illegible] ?hundred pounds in money This Defendant<sup>t</sup> therevpon about the end of the said five yeres beganne to looke into the books of Accompts concerning the said Copartnership and Ioynt Trade And thereby found that the said Complainant had taken out of the said Ioynt stock diverse sommes of money for the [3 words illegible] |

34. [word illegible] things And this Defendant<sup>t</sup> also found that the said Complainant had dealt vntruely and vnfaithfully w<sup>th</sup> this Defendant<sup>t</sup> concerning the same Copartnership & Ioynt Trade And their vpon this Defendant demanded and requested of the said Complainant a true Accompt & Reckoning concerning the |

35. Complain<sup>t</sup> faithfully promised to make and giue vnto this Defendant<sup>t</sup> accordingly And in confidence thereof this Defendant<sup>t</sup> did agree to contynue Copartners w<sup>th</sup> the said Complainant and therevpon newe Indentures were drawne & Ingrossed betweene this Defendant<sup>t</sup> and the said Complainants concerning the [3 words illegible] |

36. Copartnership Howbeit the said Complainant delayed and denyed to make and giue the said Accompt vnto this Defendant<sup>t</sup> by reason whereof the said newe Indentures of Copartnership so drawne Ingrosed & agreed vpon as aforesaid were never sealed And therevpon this Defendant<sup>t</sup> sould the said Complainant [2 words illegible] |

37. [word illegible] on the said Complainant for his vnfaithfull dealing concerning the premises if he the said Complainant would not make this Defendant a true Accompt concerning the same w<sup>ch</sup> the same Complainant still refused to doe And therevpon the said Complainant (as this Defendant<sup>t</sup> hath sithence credibly heard) fearing to be questioned for the same by this Defendant<sup>t</sup> [2 words illegible] |

38. [word illegible] vniustly he had dealt w<sup>th</sup> this Defendant<sup>t</sup> concerning the same did repayre to the said Humphrey Dyson in whom he knewe this Defendant<sup>t</sup> reposed great confidence and by whome he knewe this Defendant<sup>t</sup> was much *perswaded* and led and therevpon desired the said Dyson to *perswade* this Defendant<sup>t</sup> to sell his part in the said Ioynt stock ?vnto [2 words illegible] |

39. promised the said Dyson a reward of fforty pounds to effect the same as the said Dyson has since informed this Defendant<sup>t</sup> And therevpon the said Dyson came vnto this Defendant<sup>t</sup> & wished him not to question the said Complainant for his vniust dealings concerning the said Copartnership but to make some freindlie end [4 words illegible] |

40. [word illegible] concerning the sume Wherevpon the said Complainant and this Defendant<sup>t</sup> had many Conferences & meetings about the effecting thereof And in Conclusion the said Complainant offered and agreed to giue this Defendant<sup>t</sup> the somme of ffive thousand pounds for his part & interest in the said Ioynt stock and premisses [4 words illegible] |

41. of all debts & sommes of money owing by the said Ioynt stock & to release & discharge this Defendant<sup>t</sup> of all debts & sommes of money concerning the same Of w<sup>ch</sup> this Defendant for quietnesse sake did accept although he conceaved his part & Interest therein to be worth much more Howbeit this Defendant<sup>t</sup> did not then ?certifie |



42. what the same was worthe by reason the said *Complainant* having the whole managing & following of the said Trade did conceale his doings therein from this *Defendant*<sup>t</sup> And the said Bargayne being so concluded and agreed vpon as aforesaid the said Dyson therevpon by direccōns aswell from the said [2 words illegible] |

43. Defendant did drawe an Indenture of Covenants betweene this Defendant and the said *Complainant* concerning the same bargayne & agreemen<sup>t</sup> bearing date the Nynth day of July one thousand sixe hundred & Nyneteene perporing in effect that the said Copartnershipp determynd vpon the fowerteenth day of Marche one [3 words illegible] |

44. ?Complaynen<sup>t</sup> And it is therein further expressed that the said *Complainant* & this *Defendant*<sup>t</sup> had before the said fowerteenth day of Marche made rendered & given eache of them to the other a true and perfect Accompt concerning the premisses And that vpon that Accompt yt appeared that att and vpon the said fowerteenth day of Marche [word illegible] |

45. [word illegible] vnto eache of the said parties for his full Moyetie & half part of the goods, wares Books Marchandizes & debts belonging to the said Copartnershipp the somme of ffyve thousand pounds of lawfull money of England And that in consideracōn of the said five thousand pounds paid & satisfied to this *Defendant*<sup>t</sup> [word illegible] |

46. satisfacōn of this *Defendants* right title interest & demaund of in or to the said goods, wares, books, Marchandizes & debts belonging to the said Copartnershipp this *Defendant*<sup>t</sup> did by the said Indenture release vnto the said *Complainant* All accōns, Accompts, claymes & demaunds concerning the said Copartnershipp and did thereby likewise [3 words missing] |

47. ?premises and singuler the Books, Wares, Marchandizes goods and things in Copartnershipp as aforesaid togeather w<sup>th</sup> the debts owing to the same Ioynt stock, & full power & auctoritie for the said *Complainant* to recover and receaue the same to his owne vse And by the same Indenture the said *Complainant* did [3 words illegible] |

48. [2 word illegible] for him his heires executors & administrators for ever quite clayme vnto this *Defendant*<sup>t</sup> his heires executors & administrators all & all manner of accōn cause and causes of accōn aswell reall as personall & mixet suites strifes debates trespasses bonds bills specialties, Accompts, Reckonings, debts, duties, sommes of money claymes ?payments |

49. what [word illegible] w<sup>ch</sup> the said *Complainant* his heires executors or administrators or any of them att any tyme thertofore had had then had or therafter should or might haue against this *Defendant*<sup>t</sup> his heires executors or administrators or any of them for or by reason of any matters cause or thing whatsoever touching or in anie wise concerning [2 words illegible] |

50. Copartnershipp Ioynt trading and dealing togeather of the said parties to the same Indenture as Copartners as aforesaid Of w<sup>ch</sup> Release this *Defendant*<sup>t</sup> humbly praieth the full force & benefitt & that the said *Complainant* may thereby be barred & excluded from suing or troubling of this *Defendant*<sup>t</sup> for any matters or thing for w<sup>ch</sup> the [2 words illegible] |

51. hereby released or acquitted this *Defendant*<sup>t</sup> And this *Defendant*<sup>t</sup> further saith that the said *Complainant* by vertue of the said Indenture tooke & carryed from this *Defendant*<sup>t</sup> all this *Defendant*<sup>ts</sup> said part in the said Ioynt stock & premisses And this *Defendant*<sup>t</sup> confesseth that vpon the sealing of the said Indenture the said *Complainant* did enter into tenn such seuerall [*conjectural*: bills] |

52. obligatory for the paymen<sup>t</sup> of the said five thousand pounds As in the said Bill is sett forth & alleadged this Defendan<sup>t</sup> having noe other satiffaccōn or securitie for the same ffive thousand pounds but only the same wrytings or Bills obligatory And for further Answer vnto the said Bill of Complaint This Defendan<sup>t</sup> saith That true it is as [conjectural: this defendant] |

53. beleaveth That the late Queene Elizabeth graunted to Robert Barker in the Bill named the office and other things in the Bill mencōned and that the said Robert Barker did by such deed and for such Consideracōns as in the said Bill is suggested assign the same to his sonne Christofer Barker & to this Defendan<sup>t</sup> & the Complainan<sup>t</sup> where theretofor to execut [word illegible] |

54. partners vntill the tyme in the Bill mencōned And he further saith and confesseth it to be true that there was noe stock of books belonging to the said office att the tyme of the said assignmen<sup>t</sup> and that this Defendan<sup>t</sup> & the Complainant did within a short space after raise a stock of Books appoynting the same to belong to the said Office As [conjectural: in the Bill is] |

55. sett forth and alleadged And this Defendan<sup>t</sup> also confesseth it to be true that his Ma<sup>tie</sup> that nowe is made such grauntes of the said office to Christofer Barker and Robert Barker the yonger in the Bill named respectiuey As in the said Bill is set forth & alleadged And he also confesseth it to be true that the said Robert Barker that [3 words illegible] |

56. Christofer & Robert the sonnes did afterwards by such deeds & for such Consideracōns as in the said capital Bill is alleadged assign and Convey vnto this Defendan<sup>t</sup> & the Complainant all their ioynt and severall estates of & in the said office & other the premisses And that from that Conveyance & assignmen<sup>t</sup> so made this Defendan<sup>t</sup> & the Complainan<sup>t</sup> contynue [2 words illegible] |

57. [word illegible] tyme Copartners together in the said Office & stock thereto belonging As in the said Bill is sett forth & alleadged And this Defendan<sup>t</sup> also confesseth it to be true that for the paymen<sup>t</sup> of these great sommes of money for the estates of the said Robert Barker & his sonnes & for the makeing & contynueing of a stock this Defendan<sup>t</sup> [word illegible] |

58. were enforced to borrowe diverse great sommes of money & to become bound for the same as in the said Bill is sett forth & alleadged And this Defendan<sup>t</sup> also confesseth it to be true That it was agreed betweene this Defendan<sup>t</sup> & the Complainant that all such sommes of money as this Defendan<sup>t</sup> & the Complainant had borrowed or should [word illegible] |

59. expected to paye for the said office or for the raiseing or contynueing of a stock to the same should be paid & satisfied out of the said office and stock and that this Defendan<sup>ts</sup> Moyetie of the said Office & stock should be lyable to the one Moyetie of the said debts and that the Complainants Moyetie should be lyable to the other As [word illegible] |

60. ?was sett forth and alleadged, And this Defendan<sup>t</sup> further saith and confesseth that the said Complainant att the request & for the debte of this Defendan<sup>t</sup> standeth bound w<sup>th</sup> this Defendan<sup>t</sup> to diverse persons for paymen<sup>t</sup> of diverse sommes of money And this Defendan<sup>t</sup> likewise standeth bound w<sup>th</sup> the Complainant and att his request & [word illegible] |

61. diverse persons the paymen<sup>t</sup> of diverse sommes of money And this Defendan<sup>t</sup> also saith That the Complainant promised to discharge this Defendan<sup>t</sup> of his the

Complainants particuler debts and to assign over his Moytie in the said Office and stock vnto this Defendant<sup>t</sup> aswell for this Defendant<sup>ts</sup> securitie thereof in the meane tyme as also for this Defendant [word illegible] |

62. [2 words illegible] vnto him from the Complainant by bonds And this Defendant<sup>t</sup> in like manner promised to discharge the Complainant of this Defendant<sup>ts</sup> particuler debts & to assign over this Defendants Moytie in the said Office & stock for the Complainants like securitie in that behalfe & this Defendant was ready and willing and offered to performe the same accordingly if the Complainant [word illegible] |

63. [word illegible] like [word illegible] his part to this Defendant<sup>t</sup> But the Complainant refused to discharge this Defendant<sup>t</sup> of the Complainants said particuler debts or to assign over his Moytie of the said Office & stock for this Defendants securite as aforesaid Howbeit this Defendant<sup>t</sup> hath sithence discharged the Complainant of a great part of this Defendants particuler debts I delivered [word illegible] the [2 words illegible] |

64. [word illegible] And this Defendant confesseth that the said Complainant hath paid to the Defendant<sup>t</sup> one thousand five hundred pounds vpon the said three first bonds and this Defendant<sup>t</sup> therevpon delivered vpp the same Bonds vnto the Complainant to be cancelled But there being due vnto this Defendant<sup>t</sup> from the Complainant vpon former other Bonds [2 words illegible] |

65. [hole/3 words missing] on the first of May one thowsand sixe hundred twenty & one and the somme of five hundred pounds on the first of November one thowsand sixe hundred twenty & one and the somme of five hundred pounds ?on ?the first of May one thowsand sixe hundred twenty & ?twoe and the somme of five hundred [2 words illegible] |

66. [hole/3 words missing] now last past the said Complainant made default in payement of all the said somes seuerrall sommes of five hundred pounds a peece & this defendant hithervnto could not gett the Complainant to make payemen<sup>t</sup> of the same sommes or any of them or any of them or any part thereof saue only one hundred pounds ?wch the [word illegible] |

67. [hole/2 words missing] Complainant and therevpon this Defendant<sup>t</sup> gaue the Complainant an Acquittance and discharge for the same. And therefore this Defendant<sup>t</sup> hath putt the said foure Bonds in suite against the Complainant in the Office of pleas of his Mat<sup>s</sup> Court of Exchequer as lawfull is for this Defendant<sup>t</sup> to doe as he hopeth And [2 words illegible] |

68. [hole/2 words missing] ?received his Moyetie in the said Office and stock to Thomas Hungate & John Hodgetts for their indepnitie and securitie of certeyne debts for w<sup>ch</sup> they stand engaged w<sup>th</sup> this Defendant Nevertheless this Defendant<sup>t</sup> saith That if the Complainant will paye the remaynder yett vnpaid of the [word illegible] |

69. [hole/3 words missing] hundred pounds a peece togeather w<sup>th</sup> damages for the forbearance thereof vnto this Defendant<sup>t</sup> or vnto this Defendant<sup>ts</sup> Credito<sup>ts</sup> in satisfaccō of so much of this Defendant<sup>ts</sup> debts for w<sup>ch</sup> the Complainant standeth bound w<sup>th</sup> this Defendant<sup>t</sup> That then this Defend<sup>t</sup> will surcease his said suite [4 words illegible] |

70. severall pounds [hole/2 words missing] and deliver the same Bonds vnto the Complainant to be cancelled And this Defend<sup>t</sup> likewise saith That if the Complainant will discharge this Defendant<sup>t</sup> of the Complainan<sup>ts</sup> particuler debts for w<sup>ch</sup> this Defendant<sup>t</sup> standeth bound w<sup>th</sup> him and asign over his Moytie in the said office and [3 words illegible] |

71. vpon the said ?securitie thereof? and w<sup>ch</sup> moneyes as is owing vnto this Defendan<sup>t</sup> from the Complainant by bonds as the Complainant promised to doe as aforesaid That then this Defendan<sup>t</sup> will discharge the Complainant of this Defendan<sup>ts</sup> particuler debts & assign over his Moytie in the said office & stock for the Complainants securitie [ 3 words illegible] |

72. securitie there and of Hungate & Hodgetts to ioyn<sup>e</sup> w<sup>th</sup> this Defendan<sup>t</sup> therein And this Defendan<sup>t</sup> further saith That he for his part wilbe ready to giue as good securitie to discharge the Complainant of this Defendan<sup>ts</sup> debts as the Complainant will giue to discharge this Defendan<sup>t</sup> of the Complainants debts whereof [3 words illegible] |

73. this ho<sup>ble</sup> Court ?will take due Consideracōn And this Defendan<sup>t</sup> confesseth he tooke into his possession for a short space the Books of Accompts touching the said Trade first afore mencōned But he denieth that he thereby knewe what the stock was worth better or aswell as the Complainant [3 words illegible] |

74. that the trading in buying and selling of Books began then very much to decay As in the said Bill is vntuely surmised ffor this Defendan<sup>t</sup> perceaved that the same had very much encreased And this Defendan<sup>t</sup> denyeth that he did vse the Complainant att any tyme or tymes in any contumelious and [2 words illegible] |

75. howbeit he confesseth it may be true that he gaue the Complainant some hard words because he conceived his dealinges towards this Defendan<sup>t</sup> to be vniust And this Defendan<sup>t</sup> denyeth that he offered any ill vsage to the Complainant to any such intent or purpose As in the said Bill is sett forth and alleadged [word illegible] |

76. intent whatsoever And this Defendan<sup>t</sup> also denyeth That he perswaded the Complainant to buy this Defendan<sup>ts</sup> said Moytie or that for the better effecting thereof this Defendan<sup>t</sup> practised w<sup>th</sup> the said Dyson to perswade the Complainant to doe the same Or that to drawe the said Dyson therevnto this Defendan<sup>t</sup> promised to give ?to ?him [word illegible] |

77. large or other [hole/word missing] As in the said Bill of Complaynt is sclanderouslie and vntuely alleadged But contrariwise the said Complainant as this Defendan<sup>t</sup> hath heard dealt w<sup>th</sup> the said Dyson to perswade the Defendan<sup>t</sup> to sell the same vnto the Complainant as afore is sett forth and declared And this Defendan<sup>t</sup> [word illegible] that he [2 words illegible] |

78. the Complainant was ignorant of the true value of the said stock ffor this Defendan<sup>t</sup> conceiveth that it was vnpossible that the Complainant should be so simple as to be ignorant of the true value thereof having had the sole manageing of the same himself so long atime And this Defendan<sup>t</sup> denyeth that he [conjectural: took the] |

79. Book of Accompts from the Complainant ffor after this Defendan<sup>t</sup> had looked into the same as aforesaid this Defendan<sup>t</sup> redelivered the same into the Custody of the Complainant whoe perused or might have perused the same at his pleasure whilst the bargayne was in dryving and making between him and this defendant [word illegible] |

80. denieth that he did tell the Complainant or did confidently or otherwise affirme or promise vnto the Complainant that the said Stock consisting of Books and other things in the Bill mencōned was well worth eighteene thousand pounds or thereabouts Or that this Defendan<sup>t</sup> would not condescend that the Complainant [word illegible] |

81. ?herewith or affirming he would not haue any to meddle in the dryving or setting downe of the Bargayne but only the said Dyson As in the said Bill is vntuely surmised

ffor this Defendan<sup>t</sup> saith that the said Bargayne was aboue ffower Monethes in dryving and concluding vpon and before [word illegible] |

82. betweene this Defendan<sup>t</sup> & the Complainant concerning the same were sealed So as the Complainant (as this Defendant conceiveth) had time enough to aquaynt his freinds therewith And this Defendan<sup>t</sup> likewise denyeth that he promised that the debts then owing to the Stock would proue [2 words illegible] |

83. [2 words illegible] hath surmised Or that this Defendan<sup>t</sup> had any Cause to make any such promise ffor that the debts owing to the said stock were made by the said Complainant and not by this Defendan<sup>t</sup> And this Defendan<sup>t</sup> denyeth that he knewe that in tyme and vpon examinacōn of *particulars* yt would [word illegible] |

84. [word illegible] had ouerreached or oppressed the Complainant w<sup>th</sup> that Bargayne or caused him to pay any more than the same was worth But this Defendan<sup>t</sup> then was and yett is verily *perswaded* that if the Complainant had dealt truely & iustly w<sup>th</sup> this Defendant and made a true and iust Accompts [word illegible] |

85. [word illegible] the said Trade and Stock this Defendants part therein would thereby have appeared to be worth much more and this Defendan<sup>t</sup> hath often tould the said Complainant that he knew what he bought but this Defendant knew not what he sould And this Defendant denyeth that [word illegible] |

86. [2 words illegible] clearly and fully sett downe in wryting or would have that part of the said bargayne vizt that the Complainant was to discharge this Defendant of the debts and *sommes* of money in the Bill mencōned to be concealed and not sett downe in wryting As in the said Bill [2 words illegible] |

87. [2 words illegible] this Defendant saith That in the said Indenture dated the Nynth day of July one thousand sixe hundred & Nynteene there is one Covenant on the part of the said Complainant to discharge this Defendan<sup>t</sup> of and from the debts owing by the said ioynnt stock or by reason therefore ?And [word illegible] |

88. [2 words illegible] that to his remembrance the said Complainant sealed the said Indenture relying vpon any promises of this Defendan<sup>t</sup> Or that the said pretended promises were then reiterated or confirmed by this Defendan<sup>t</sup> vnto the said Complainant As in the said Bill of Complaint [2 words illegible] |

89. [2 words illegible] ?howbeit this Defendant saith That as the said Complainant hath sithence the said Bargayne so made discharged this Defendant of the *sommes* of money in the Bill mencōned as this Defendant doth not knowe wheather he hath or not yett the same as this defendan<sup>t</sup> [4 words illegible] |

90. [word illegible] ?hee the Complainant ought to haue done and than he is bound & hath Covenanted to doe And this Defendan<sup>t</sup> denyeth that the said Complainant to this Defendants best remembrance hath paid three hundred eightie eight pounds to this Defendant as in the said Bill is alleadged Neither does this Defendant [word illegible] |

91. ?that ?the Complainant meaneth by that *somme* ffor to this Defendan<sup>ts</sup> remembrance this Defendant hath receaved noe more in part of payement of the said fower severall *sommes* of ffive hundred pounds apeece so due to this Defendan<sup>t</sup> as aforesaid saue only the afore mencōned *somme* of one hundred pounds [word illegible] |

92. [2 words illegible] his sonne receaved some other *sommes* out of the ioynnt stock in the printing house more then the Complainant hath And for those *sommes* if any be this Defendan<sup>t</sup> conceaveth he is to be accomptable vnto the Complainant and vpon iust and due Accompt wilbe ready to giue also [word illegible] |

**93.** And this Defendant thincketh it to be true That for the space of one yere and a halfe after the said Bargayne so made as aforesaid the Complainant and such as he did ymploye did manage the said Trade and Stock But if the Complainant could not gett in and receave [4 words illegible] |

**94.** some money by the sale of Books and other Stacionary wares as would discharge twoe of the first said payemen<sup>ts</sup> vpon the said first Bonds As in the said Bill is pretended as this Defendan<sup>t</sup> doth not knowe whether he did or not This Defendan<sup>t</sup> thincketh that the same vnto [3 words illegible] |

**95.** Complainants negligence and ill manageing of the busynes for During the Copartnership betweene him & this Defendan<sup>t</sup> there was returned as this Defendant remembreth about Eight thousand pounds every yere, and in that respect this Defendan<sup>t</sup> conceaveth it is not material to this |

**96.** the Complainant did so gett in or receave And this Defendan<sup>t</sup> denyeth that to his remembrance he answered the Complainant or some others that came from him that it was a Bargayne and that it was nothing vnto this Defendan<sup>t</sup> what the Complainant lost by it And this Defendan<sup>t</sup> [word illegible] |

**97.** [2 words illegible] though it be nothing at all materiall vnto this Defendan<sup>t</sup> (as he conceaveth) that the Complainant about the tyme in the Bill mencōned made offer to sell the remaynder of the said Stock vnto the Company of Stacioners and that accordingly the same company bought the same of the Complainant But neither the Complainant ?or any [word illegible] |

**98.** ?Defendan<sup>t</sup> to the same Bargayne nor att what Rates & prices the Complainant sold the same vnto the said Company Neither is it materiall to this Defendan<sup>t</sup> as he thinketh att what prices he sould the same vnto the said Company And the rather for that as this Defendan<sup>t</sup> hath heard the said Complainant after he had agreed to [2 words illegible] |

**99.** [word illegible] any and before the same Company had taken notice thereof, did privily Convey and carry a great number of the best Books so agreed to be sold to secrett places & kept and detyned the same from the said Company And by that meanes as this Defendan<sup>t</sup> hath likewise heard and doth ?not ?doubt [word illegible] |

**100.** [2 words illegible] the Books and wares so sould did not mount and arise to so high a somme and value as otherwise they would have done. W<sup>th</sup>out that that it is materiall to this Defendan<sup>t</sup> what the debts owing to the said Ioynt stock amounted vnto or what the Complainant hath receaved thereof or how much the [word illegible] is [2 words illegible] |

**101.** [word illegible] ?said Complainant can make it manifestly appeare that this Defendants Moytie of the said Stock att the time this Defendant sould the same was not worthe about three thousand sixe hundred pounds Or that this Defendan<sup>t</sup> hath by the said Bargayne so overreached and oppressed the Complainant that this [word illegible] hath [hole] |

**102.** ?to ?haue of the Complainant five thousand pounds, for his Moyetie in the said stock more than it was truly worth att the tyme this Defendan<sup>t</sup> sold the same vnto the Complainant As in the said Bill of Complaint is untruly surmised And this Defendan<sup>t</sup> confesseth it to be true that there was some differences betweene this Defendan<sup>t</sup> & the [hole/3 words missing] |

**103.** [word illegible] the Defendan<sup>t</sup> denyeth that it was iustly & truly found vpon long & deliberate examinacōn thereof that the debts w<sup>ch</sup> they so owed did amount vnto fflower

thousand sixe hundred pounds As in the said Bill is pretended ffor this Defendan<sup>t</sup> conceavth that there was abouts one thousand pounds of the Complainants particuler ?debts [hole/2 words missing] |

**104.** [2 words illegible] charged vpon the said stock And this Defendan<sup>t</sup> denyeth that to his remembrance he promised to engage such a quantetie of lands for the Complainants securitie as should be of sufficient value to discharge this Defendants perticuler debts As in the said Bill is vntruely surmised W<sup>th</sup>out that that this defendant [hole/3 words missing] |

**105.** [word illegible] ?Complainant already receaved out of the said first ioynt stock thirteene thousand fower hundred eightie three pounds cleere gaynes Or if he had that the same is any thing at all materiall vnto the Complainant And w<sup>th</sup>out that that the Defendan<sup>t</sup> w<sup>th</sup>out takeing any paynes or doeing any thing in the [hole/3 words missing] |

**106.** [words illegible] books after his own perticuler benefitt as drewe out from the said Ioynt stock so much money as he could gett leaving almost nothing to the Complainant but some desperate debts As in the said Bill is vntrulie surmised And this Defendant denyeth that he knowes neither ownd ?Conscience [hole/4 words missing] |

**107.** [2 words illegible] so much by five thousand pounds or thereabouts as this Defendan<sup>t</sup> requires for the same of the Complainant ffor this Defendan<sup>t</sup> is verily perswaded that his Moyetie in the said Ioynt stock when he sould the same to the Complainant was worthe farre more then the Complainant did agree to giue [hole/5 words missing] |

**108.** [2 words illegible] appeared if the Complainant had made this Defendant a iust and true Accompt thereof as this Defendant often desired the Complainant to doe And w<sup>th</sup>out that that it is materiall vnto the Complainant that this Defendan<sup>t</sup> hath byne tould by diverse of the better sorte of the Company of Stacioners [hole/5 words missing] |

**109.** [2 words illegible] ?expressed Or that it is materiall vnto the Complainant that this Defendant hath estated his Lands vpon his Childe or children or others to their vse As in the said Bill is vaynely surmised & pretended And this Defendan<sup>t</sup> denyeth that he hath made any Conveyances of [hole/5 words missing] |

**110.** [2 words illegible] intent to charge the Complainant w<sup>th</sup> this Defendants debts or to defeate the Complainant of any securitie promised As in the said Bill is likewise vntruely surmised And w<sup>th</sup>out that that any other matter or thing whatsoever in the said Bill mencōned [hole/6 words illegible] |

**111.** [2 words illegible] sufficiently answered vnto confessed & avoided traversed or denied is true All w<sup>ch</sup> matters and things this Defendant will averre & proue as this honorable Court shall award And humbly prayeth to be thence dismissed w<sup>th</sup> his ?Costs.

[FINIS]

### (3) The replication of John Bill

The Replication of John Bill Complaynant vnto the seuerall Answeres of  
Bonham Norton and Humphrey Dison Defendants

1. The said Comp<sup>laint</sup> Replyeth & saith That the said Bill of Comp<sup>laint</sup>, by him exhibited into this honorable Court is certaine and sufficient in the Law to be answered vnto by the said |
2. Defendan<sup>ts</sup> And not deuised and exhibited, by him the said Comp<sup>laint</sup>, for any such cause or purpose as the said Defendan<sup>ts</sup> in their seuerall Answeres in that behalfe vntruly alledged |
3. But the same is grounded vppon good and iust cause, of suite, as by the Contents thereof it doth and may appeare. And this Comp<sup>laint</sup> further saith, That the seuerall Answeres of the said |
4. Defendan<sup>ts</sup> are verie vncertaine and insufficient in the Lawe to be Replied vnto by this Comp<sup>laint</sup> ffor diuerse apparant faultes and imperfections therein conteyned Neuertheles this Comp<sup>laint</sup> sauing vnto |
5. himself, now and at all times hereafter, all advantages of exception to the incertaintie, and insufficiencie, of the said seuerall answeres, for further Replycation therevnto, saith, That he doth |
6. and will averr, iustifie mainteyne and proue, all and euery the matters, articles, clauses sentences, and thinges, in the said Bill of Comp<sup>laint</sup> conteyned, to be good iust and true, in such |
7. sort manner and forme, as in y<sup>e</sup> said Bill of Comp<sup>laint</sup>, they be truely sett forth, shewed and declared, And further the said Comp<sup>laint</sup> saith: That he doth and will averr and proue, vnto this |
8. honorable Court: That he hath sundry times, offered vnto the said defendan<sup>t</sup> Bonham Norton, good and sufficient, reall, securitie by assignment of this Comp<sup>laints</sup> moytie, in the Office of his |
9. Matiesties printer and stock of Bookes, therevnto belonging, amongst other thinges, of great value, (being all worth aboue 9000<sup>li</sup>.) ffor the said Bonham Nortons securitie and indemnitie |
10. aswell from all those debts: wherein he stands, bound with this Comp<sup>laint</sup>, for his particular debts; (which do not now amount vnto, 2000<sup>li</sup>): And from the moytie of all his, and the said Bonham, |
11. Nortons, Ioynt debts in the said bill of Comp<sup>laint</sup>, mencōned: As also for the payment, vnto the said Bonham Norton, of so much, of the Remainder, yet vnpaid, vppon the said billes |



12. obligatory, (*agains<sup>t</sup>*, w<sup>ch</sup> this Comp<sup>lainant</sup>, seekes for releife, by the said, Bill of Comp<sup>laint</sup> in point of equitie) As this honorable Court vppon the hearing, of this cause shall in that behalfe, order, and award, |
13. so that the said Bonham Norton would likewise giue, vnto this Comp<sup>lainant</sup>, good sufficient reall securitie, for his securitie and indemnitie, from the said Bonham Nortons: proper and |
14. perticular debts in y<sup>e</sup> Bill mencōned <for w<sup>ch</sup> this Comp<sup>lainant</sup> stands bound w<sup>th</sup> him> As also from the moytie of their <said> Ioynt debts, But the said Bonham Norton, hath refused to accept of the said offer so made by the said Comp<sup>lainant</sup>, and to |
15. [word illegible] vnto him such like reall securitie, Without that that this Comp<sup>lainant</sup>, did promise, the said Defendan<sup>t</sup>, Humphrey Dyson, 40<sup>li</sup> for any such purpose, or out of any such feare, or guilt, as |
16. the said Defendan<sup>ts</sup> in their seuerall, answeares, do scandalously & vntruely intimate & alledge, Or that this Comp<sup>lainant</sup>, for his parte did agree, vnto the said bargaine, or to the sealing or deliuering, of |
17. any of the writings therevppon or concerning the said bargaine, Otherwise or in any other, manner, then as the same is in that behalfe, in the said bill of Comp<sup>laint</sup>, sett forth and declared |
18. And without that, that this Comp<sup>lainant</sup>, did deale vntruely and vnfaithfullye w<sup>th</sup> the said Bonham Norton Concerning the Copartnership & Ioynt trade betweene them, as in his the |
19. said Bonham Nortons Answere, is most vntruely surmised, Or that the said Comp<sup>lainant</sup>,; refused to make vnto the said Bonham Norton a trew account Concerning the same, |
20. [word illegible] that that this Comp<sup>lainant</sup>, did promise to discharge the said Bonham Norton, of his the said Comp<sup>lainants</sup> particular debts: And to assigne ouer, his moytie in the said Office & stocke to |
21. the said Bonham Norton, aswell for his securitie thereof in the meane time, as also, for his security, of such monyes, as he pretends that this Comp<sup>lainant</sup>: did owe vnto him by the |
22. said bonds Otherwise or in any other manner or forme, then as the same is in that behalfe before specified, Or that the said Bonham Norton, hath to this Comp<sup>lainants</sup> knowledge, discharged, |
23. great part of his the said Bonham Nortons particular debts; for w<sup>ch</sup> this Comp<sup>lainant</sup>, standes engaged, w<sup>th</sup> him, Or that he hath deliuered vpp, the said Bonds, Cancelled, vnto this Comp<sup>lainant</sup> |
24. And without that, that there was about 1000<sup>li</sup>, of the Comp<sup>lainants</sup> particular debts, or any other some, of monye at all vniustlie cast and wrongfully charged, vppon the debts: of |
25. the said Ioynt stocke, belonging to the office, of his Maisties printer,; As in the said Bonham Nortons, Answere is also vntruely surmised: And w<sup>th</sup>out that, that any |
26. or matter or thing in the said seuerall answeares mencōned, materiall or effectuall in the Law to be replied vnto,; And in this Replication, not sufficiently, confessed, |
27. and avoyded, denied, trauersed or otherwise replied vnto [word illegible] w<sup>ch</sup> matters the said Comp<sup>lainant</sup>, is ready to avert, & prooue as this honorable Court, shall and will, |

28. award, And prayeth as before in his said Bill of Complaint he hath prayed,:

[name illegible]

[FINIS]

#### (4) Humphrey Dyson's answer to John Bill's petition

The severall Answer of Humphrey Dyson of the defendan<sup>ts</sup> to the Bill of Complaynt of John Bill Citizen & Stationer of London Comp<sup>laint</sup>

1. The said Defendan<sup>t</sup> by protestacōn not confessing or acknowledging any thing in the said Bill of Complaynt conteyned to |
2. be true in such sort manner & forme As in the same Bill the same is set forth & alleadged such That the said Bill of all |
3. Complaint being drawne to an needlesse length of aboute fower score sheets of paper is (as this Defendan<sup>t</sup> taketh it) |
4. contrived and exhibited against this Defendan<sup>t</sup> of malice and sett purpose to vex & trouble this Defendant and to putt him |
5. to vnnecessary & opressive charges & expenses in the lawe rather then for any good cause or iust ground if suits |
6. the matters therein laid to the Charge of this Defendan<sup>t</sup> being (as this Defendan<sup>t</sup> conceaveth) very frivolous and idle |
7. and conteyned in three or foure sheets of paper and being (as this Defendan<sup>t</sup> taketh it) such as the Complainant |
8. cannot haue any Releefe for the same in this Court or elsewhere if the same were true in such sorte as the said |
9. in the said Bill sett forth and alleadged Neverthelesse this Defendan<sup>t</sup> (saying vnto himself nowe & att all tymes |
10. hereafter all advantages & benefitt of exceptiō to the vncerteinties & insufficiencies of the said Bill of Complaynt) |
11. ffor answeere vnto so much therof as materially concerneth him this Defendant and for the satisfacciōn of this |
12. honorable Co<sup>rt</sup> in that behalfe Answereth and saith That true it is that the said Complainant about the tyme |
13. in the Bill mencōned did contract and buy of the other Defendan<sup>t</sup> Bonham Norton the Moyetie of the Stock |

14. & other things in the Bill specified att the rates and price in the same Bill expressed so farre as this Defendant |
15. remembreth And that this Defendant being by his profession a publique Notary was ymployed by the said |
16. Bonham Norton & by the said Complainant in the drawing & setting downe of the wrytings concerning the |
17. same Contract and agreement But this Defendant denyeth that the said Bonham Norton practised w<sup>th</sup> this |
18. Defendant that this Defendant should *perswade* the said Complainant to buy <the said Bonham Nortons moyetie in> the said Stock Or that to drawe this |
19. Defendant therevnto the said Bonham Norton did promise to giue this Defendan<sup>t</sup> a large Rewarde or any |
20. rewarde at all vpon the Conclusion of the said Bargayne As in the said Bill of Complaynt is vntruely |
21. surmised And this Defendant likewise denyeth That he vsed many *perswasions* vnto the said Complainant to |
22. buy the said Bonham Nortons Moyetie Or that he tould the Complainant that it was of a farre greater |
23. value then in truthe it was & that the Complainant should gett a great deale of money by it As in the said |
24. Bill is likewise vntruely surmised Howbeit this Defendan<sup>t</sup> saith & confesseth That whilest the said Bargayne |
25. was in makeing the said Bonham Norton affirmed that the said Complainant (being trusted by him to manage the |
26. sole Trade & stock in Copartnershipp betweene them) had much wronged and deceived the said Bonham Norton |
27. both in Accompts & otherwise And therevpon this Defendan<sup>t</sup> thincketh it to be true that he did say vnto the said |
28. Complainants that the said Complainant knewe what he bought & that M<sup>r</sup> Norton knewe not what he sould and |
29. that the said Complainant (if he bought M<sup>r</sup> Nortons Moytie) should liue in peace w<sup>th</sup>out further molestacōn from |
30. the said Norton whoe otherwise (as he seemed to the Defendant) was mynded to question the said Complainant |
31. for wronging & deceaving him as aforesaid But this Defendan<sup>t</sup> denyeth that he vsed any other *perswasions* to the said |
32. Complaynant for his buying of the said Nortons Moytie to this Defendan<sup>ts</sup> best remembrance Or that the said |
33. Complainant vpon anie *perswasions* of this Defendan<sup>t</sup> was drawne to treat w<sup>th</sup> the said Bonham Norton |
34. about the buying of his said Moyetie Or that the said Bonham Norton vpon conclusion of the Bargayne Or |
35. at any other tyme gaue this Defendan<sup>t</sup> any Rewarde for the *perswadeing* or drawing of the Complainant therevnto |
36. as in the said Bill is sclanderouslie & vntruely alleadged But this Defendan<sup>t</sup> saith That the said Complainant |

37. seemed to this *Defendan<sup>t</sup>* to be verry desirous to buy the said Bonham Nortons Moytie in the said Stock and |
38. needed not any *perswasions* therevnto either from the said Bonham Norton or from this Defendant or from any |
39. others And so earnest & desirous was the said *Complainant* to doe the same feeling as this *Defendan<sup>t</sup>* conceiveth the |
40. guiltines of his owne conscience and fearing that his fraudulent & deceitfull dealings in the said *Copartnership* |
41. should he discovered, that he ymportuned this *Defendan<sup>t</sup>* to *perswade* the said Bonham Norton to sell his Moytie therein |
42. vnto the said *Complainant* And promised this *Defendan<sup>t</sup>* fforty pounds to effect the same And albeit this *Defendan<sup>t</sup>* vsed his vttmost |
43. endeavo<sup>rs</sup> therein & that accordingly the said Bonham Norton did sell his said Moyetie to the said *Complainant* yet this *Defendan<sup>t</sup>* could |
44. not gett the said fforty pounds or any part thereof of the said *Complainant* And that when this *Defendan<sup>t</sup>* demaunded the same |
45. fforty pounds of the *Complainant* he the said *Complainant* both denyed the said promise & also the *performance* thereof because he this *Defendan<sup>t</sup>* |
46. had no witnes whereby to recover the same And this *Defendan<sup>t</sup>* denyeth that he was any meanes to wrong or |
47. overreache the said *Complainant* Or that this *Defendan<sup>t</sup>* did drawe the Indenture of Covenants in the Bill mencōned w<sup>th</sup>out |
48. direccōns from the said *Complainant* As in the said Bill of *Complaint* is likewise scandelously and vntruly alleadged ffor this |
49. *Defendan<sup>t</sup>* saith that the said Bonham Norton & the *Complainant* did both of them togeather & at one time & in the *Complainants* then dwelling house |
50. agree vpon the bargaine & gaue this *Defendan<sup>t</sup>* direccōns & instruccōns to drawe the same & the said *Complainant* (as this *Defendan<sup>t</sup>* remembereth) |
51. had the draught thereof diverse daies to advise & consider of before it was ingrossed & this said *Defendan<sup>t</sup>* thinking that the whole bargaine |
52. and agreement betweene the said parties was expressed in the same Indenture Neverthelesse yf such part thereof (as |
53. [hole/*conjectural*: in the] said Bill is alleadged) was concealed & not sett downe in the same this *Defendan<sup>t</sup>* conceiveth that the same tended |
54. [hole/*conjectural*: to the] [b]enefitt & aduantage of the said *Complainant* & not to his wronge or preiudice And this *Defendant* confesseth that he in his |
55. [hole/3 word missing] by his direccōns made such like wrytings or Bills Obligatory as in the said Bill is set forth & alleadged w<sup>th</sup>out |
56. [hole/ word missing] [t]hat anie other matter or thing in the said Bill of complaynt conteyned materiall or effectual in the lawe to be |
57. [hole/word missing] [---]ed vnto by this *Defendan<sup>t</sup>* & not herein or hereby sufficientlie answered vnto confessed & avoided traversed or denied is true All |

58. [hole/word missing] matters and things this Defendant will averre & proue as this honorable Court shall award And humblie prayeth |

59. [hole/word missing] hence dismissed w<sup>th</sup> his Costes & Charges in this behalfe wrongfully susteyned.

?Tho: ?Jon

[FINIS]

### (5) Bonham Norton's rejoinder to John Bill's replication

The Reioynder of Bonham Esq; Defendan<sup>t</sup> |  
to the Replicacōn of John Bill Complaynant

1. This Defendan<sup>t</sup> for Rioynder saith in all & every thing & things as before in his Answer he hath said & doth & |
2. [3 words illegible] Iustifie maynteyne & prove his said Answer & all & every matter clause Article thing and things |
3. [2 words illegible] conteyned to be good iust & true in such sorte manner & forme As in the same Answer the same |
4. as was sett forth & expressed Without that that the Answer of this defendan<sup>t</sup> is vncertayne or Insufficient |
5. [2 words illegible] to be replied vnto by the said Comp<sup>laint</sup> Or that there are diuerse or any faults or & |
6. [2 words illegible] therein contayned As in the said Replicacōn is vntruely pretended & surmised And |
7. [word illegible] that that this defendant hath refused to accept of the Comp<sup>laints</sup> offer concerning the giving |
8. [word illegible] & sufficient reall securitie to discharge this defendan<sup>t</sup> of & from the Complainants debts in the |
9. [*conjectural*: said] Replicacōn mencōned As in the said Replicacōn is likewise vntruely sett forth & pretended |
10. [word illegible] w<sup>th</sup>out that that any other matter or thing in the said Replicacōn contayned matteriall or |
11. [*conjectural*: effectu]all in the lawe to be reioyned vnto & therein or hereby not sufficiently reioyned vnto |
12. [---]sed or denyed is true All w<sup>ch</sup> matters this defendan<sup>t</sup> is ready to averre & proue as this |
13. honorable Court shall awarde & prayeth as before in his answers he hath prayed.

[FINIS]

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<sup>i</sup> This Chancery Petition is undated. For the evidence for my dating see Maria Wakely, 'Printing and Double-Dealing in Jacobean England: Robert Barker, John Bill, and Bonham Norton', *The Library*, June 2007.