

C2/JASI/N7/44

BONHAM NORTON'S CHANCERY PETITION: BONHAM NORTON v. ROBERT BARKER AND WILLIAM TAYLOR

(1) Bonham Norton's petition

[Endorsed] January, 1622

To the right honorable & right reverend father in God John Lord Bishopp
of Lincolne Lord Keeper of the greate Seale of England

1. In all humblenesse Complayning sheweth vnto yo^r good Lop yo^r daily Orato^r Bonham Norton Esquier That whereas Robert Barker Esquier being heretofore lawfully possessed of & in the office of his Ma^{ties} Printer for the terme of his life And of & in the Messuages or tenement called Northumberland house for diverse yeres then on during and |
2. having very inadvisedly for along tyme vsed (for *present* money) to sell his Books in the said office before they were halfe printed & finished att halfe the prices he might otherwise have sould the same & having in that manner sould all the books he had in the said office & therewith so furnished & proveyded the |
3. Stacōners that they needed not to buy any more bookes from the said office for a long tyme after And the said Barker being by that meanes brought behinde hand & much indebted, he the said Robert Barker about eight yeres sithence, was enforced for paymen^t of his said debts to make sale ?of |
4. the said office house & premises And thereupon made offer to sell the same to diverse persons And (amongst others) he made offer to sell the same vnto yo^r said Orato^r & one John Bill Stacōner whoe therevpon offered to give five thousand pounds for the same So as his sonne Christofer Barker |
5. whoe then had a graunt of the said office for his life in reuersion after the said Robert) would agree that yo^r orato^r & the said Bill should enioy twoe full third parts of the said office during the lives of the said Robert and Christofer & the longer liver of them w^{ch} the said Christofer agreed vnto And therevpon |
6. yo^r said orato^r & the said Bill agreed to pay for the same to the said Robert Barker the somme of ffive thowsand pounds being full as much or more as the same was then worthe & more then the said Robert Barker was then offered for the same by any <other> person or persons w^{ch} some the said |
7. Robert agreed to accept of And therevpon the said Robert by one deed or seuerall deeds by him in due forme of law sealed & deliuered bearing date the last day of ffebruary in the twelueth yere of his Ma^{ts} reigne that now is of England or did for there consideracōn of the said five thowsand pounds agreed to be |

8. paid vnto him by yo^r Orato^r & the said Bill as aforesaid Absolutely assign over to yo^r said Orato^r & the said Christofer Barker & John Bill the said office howse & premises & all the *lettres* presses & other things thereunto belonging & all his estate interest terme & demaund therein Excepting only to the said Robert |
9. Barker the fee & wages of vj^{li} xiiij^s iiij^d payable from his Ma^{tie} for the executiōn of the said office w^{ch} said somme of five thousand pounds & euery part thereof was truely paid & satisfied to the said Robert Barker or to others by his consent & appoyntmen^t according to the said Bargayne And yo^r said Orato^r ye |
10. said John Bill did afterwards further giue & pay vnto the said Robert Barker the somme of one hundred pounds more, And there vpon the said Robert by wryting by him in due forme of lawe sealed & deliuered did absolutely release vnto yo^r said Orato^r & the said John Bill the said office & premisses |
11. & euery part thereof (except before excepted) And did thereby acknowledge & confesse the receipt of the said five thousand pounds to him paid as aforesaid By reason whereof yo^r said orato^r & the said Christofer Barker & John Bill became lawfully possessed of the said office & premisses viz each of them |
12. as one third part thereof to contynue during the liues of the said Robert & Christofer & the longer liuer of them And thereupon by Indentures vnder their hands & seales they became Copartners togeather in & for the said office & the benefitt & executiōn thereof And therevpon yo^r Orator & the said John |
13. Bill disbursed diverse sommes of money for the prouiding of books for a stock to be ymployed in the said office Howbeit by reason of the multitude of books sould by the said Barker whilst he had the said office as aforesaid They (for the space of twoe yeres & vpwards after) had little or noe |
14. rent for any bookes & receaued litle or noe benefitt by the said office As by the Accompts thereof for that time whereunto the said Robert & Christofer were privy & acquainted doth & may appeare By reason whereof the said Robert & Christopher grewe weary of the said partnership & after w^{ch} |
15. tyme viz^t about five yeres sithence yo^r orato^r and the said Christofer Barker & John Bill standing equally possessed of the premises as aforesaid & Robert Barker the younger sonne of the said Robert held or having a graunt of the said office for the terme of thirty yeres in reuersion |
16. deathes of the said Robert thelder & Christofer & the said Robert thelder standing possessed of the said fee of vj^{li} xiiij^s iiij^d to him reserued as aforesaid & being indebted in great sommes of money for a great part [(]whereof the said Christofer stood bound & engaged with him) Hee the said Robert Barker |
17. thelder for paymen^t of his said debts & disingageing of the said Christofer) did therevpon wth consent of his said sonnes by himself and Robert Constable his kinsman (whome he ymployed in all busynesses concerning the said office) Make offer to the Company of Stacoñers & diuerse other persons to sell all the *present* & |
18. future estates of him & his said sonnes of in & to the said office & premises & of in & to the books & other thinges in Copartnershipp as aforesaid, And amongst others the said Robert Barker thelder made offer to sell the same vnto yo^r said orato^r & the said John Bill whoe therevpon bargayned wth the said Robert |
19. Barker thelder & agreed to giue & pay him for the same the somme of sixe thowsand & five hundred pounds in money att certayne daies betweene them agreed vpon & to

discharge the said Robert Barker thelder & Christofer of foure hundred pounds more whereof two hundred pounds was owing |

20. the said Robert Barker thelder to the said John Bill & the other twoe hundred pounds was owing by the said Christofer to yo^r orato^r & the said John Bill for so much disbursed by them for the said Christofer in the said ioynt stock in the said office, Of w^{ch} said seuerall sommes amounting in all to the somme of ?Sixe thowsand |

21. Nyne hundred poundes the said Robert Barker thelder agreed to accept & the same were full as much or more as the said *present* & future estates of the said Robert Barker thelder & his said sonnes of & in the premises were then worth & more then the said Robert Barker thelder was offered for the same by the Company |

22. of Stacōners or any other person or persons whatsoever And therevpon the said Robert Barker thelder & his said sonnes Christofer & Robert Barker the younger (for these valuable consideracōns) did by wryting Indented by them in due forme lawe sealed & deliuered bearing date the Twentieth day of Nouember |

23. in the fifteenth yere of his Ma^{ts} said reigne of England & absolutely assign & convey over vnto yo^r said orato^r & the said John Bill the said office & all other the premises & all their *present* & future estates & in the same, W^{ch} said last mencōned assignemen^t was made from the said Barkers to yo^r said orato^r & the said |

24. Bill absolute without any trust att all & not vpon or vnder any promises of redempcōn or other Condiçōns whatsoever And before the said Robert Barker thelder would seale the same he caused it to be shewed to one Robert Banckworth a Scryvener to be by him advised concerning the same Whoe |

25. perceauing what great sommes of money were desbursed & agreed to be paid for the same did vpon *pervsall* of the same assignemen^t say & affirme that the same & the Couenants therein contayned were very indifferent & honest & fitt to be sealed vnto by the said Barker which being made knowne to the said Robert Barker |

26. thelder he & his said sonnes therevpon [(] & not before) sealed & deliuered the same assignemen^t, By vertue whereof & of the other assignemen^{ts} before mencōned yo^r orato^r & the said John Bill became lawfully & absolutely possessed of the said office & other the premisses And thereupon they disbursed and laid further more moneyes |

27. for the prouyding of bookes to supply & increase the stock within the said office whereby the same stock became much greater & better And yo^r said orato^r & the said John Bill according to the said last mencōned bargayne & agreemen^t did discharge the said Robert & Christofer of the said somme ?foure hundred pounds |

28. respectiuely owing by them as aforesaid And likewise when one year or thereabouts then next following did for & towards the satisfacōn of the said somme of sixe thousand & fiue hundred pounds pay & satisfie to the said Robert Barker thelder & to others by his appoyntmen^t or for his vse seuerall sommes of money |

29. Amounting in all to the somme of five thousand seauen hundred fiftie & fiue pounds xij^s vj^d So as there then remayned vnpaid but only the some of seauen hundred forty fiue pounds vij^s vi^d, And albeit the acquittances made & giuen by the said Robert Barker & his sonnes seruants & frends that receaued the said money so ?paid |

30. did mencōn & testifie that the said moneyes so paid were in *part* paymen^t of the moneyes agreed vpon for the absolute sale of the said office & premisses Yett after yo^r said Orato^r & the said John Bill had paid & satisfied all the said moneyes & had

disbursed so great sommes as aforesaid for encrease of the stock in the said office The said |

31. Robert Barker thelder (*perceauing*) that by the same disbursmen^{ts} & yo^r orato^r & the said Bills good managing of the busynes) the office & stock was much bettered & great proffitt likely to growe thereby) did then & not before pretend that the said last mencōned assignmen^t made to yo^r said Orato^r & the said Bill ?aleadged |

32. was made upon trust only that if within a yeare the said Robert Barker should pay to yo^r said Orato^r & the said Bill their moneyes disbursed for the same That then yo^r orato^r & the said Bill should reassure the said office & premises to the said Robert Barker & accompt to him for the proffitts thereof so in the meane |

33. tyme, wherein very truthe the same assignmen^t was absolute bona fide & for valuable consideracōn wthout any trust att all as is aforesaid And the said Barker did not when the said yeare or att any other tyme tender or offer to paie vnto yo^r said Orato^r or the said Bill their money disbursed according to the said pretended |

34. truste Howbeit the said Robert Barker thelder did thereupon viz^t in Easter terme 1618 exhibite his bill in Chancery against yo^r said orato^r & the said John Bill suggesting that the same assignmen^t was made vpon the said pretended trust where vnto they both answered & denyed the same truste, Wherevpon the said |

35. Robert Barker thelder (wayving his proceedinge vpon his bill so exhibited) did exhibite a peticōn vnto the kings most excellent Ma^{tie} desireing that the differences betweene him and yo^r orato^r & the said bill might be referred to the hearing & ending of S^r Henry Sauill & S^r Marmaduke Dorrell knights Vnto whence his Ma^{ty} |

36. on or about the viijth daie of July 1618 did thereupon referre the same accordingly By vertue whereof the said S^r Henry Sauill & S^r Marmaduke Dorell called before them yo^r said Orato^r & the said Bill & Barker & heard the differences betweene them diuerse seuerall tymes And therevpon (in respect yo^r orato^r & the said Bill |

37. had byne out of their moneyes a long tyme & receaued little or noe proffitt by the said office yt was in conclusion att Eaton the 23th day of July 1618 by the said S^r Henry Sauill & S^r Marmaduke Dorrell by ceartyne articles made by them wth the consent of the said Barker agreed (amongst other thinges) that the |

38. said Barker should either pay vnto yo^r said orato^r & the said John Bill the somme of fiteene thousand pounds & take the office & bookes formerly bought of Christofer Barker Or else if he refused to doe the same That then he & his said sonnes Christofer & Robert should ioyne to release & quite clayme to yo^r said orato^r & the said Bill all ?part |

39. title & Interest present & future in the said office wthall priuiledges & emolumentes thereto belonging & appertayning being first paid the arrerage & remaynder then vnpaid of the said sommes of sixe thousand five hundred pounds Couenanted & agreed to be paid for the said office & premises as aforesaid howbeit the said Robert Barker thelder |

40. refuseing to pay to yo^r said orato^r & the said Bill the said fiteene thousand pounds & to take the office did by a letter vnder his hand written to yo^r said orato^r & the said Bill dated 30. October 1618 confess the said agreemen^t made before the said S^r Henry Sauill & S^r Marmaduke Dorrell as aforesaid & did thereby desire to |

41. receaue according to the said agreemen^t the remaynder then vnpaid of the said somme of Sixe thousand & fiue hundred pounds Whereupon yo^r said orato^r & the said Bill forthwith prouyded the same remaynder being seauen hundred forty foure pounds vij^s viii^d as aforesaid And thereupon paid the same to the said Robert Barker |

42. thelder in this manner viz^t 200^{li} thereof on the fiveth daie of Nouember 1618 & the other 544^{li} 7^s 6^d thereof on the 8th daie of November 1618 in full discharge of the said somme of sixe thousand five hundred pounds agreed to be paid to the said Barker for the sale of the said office & premisses as aforesaid And the said Robert |
43. Barker thelder thereupon gaue yo^r said orato^r and the said Bill severall acquittances & discharges for the same vnder his hand and promised shortly afterwards to make them a release according to the said Articles And yo^r said Orato^r & the said John Bill therevpon well hoped that they should haue quietly enioyed the said office & |
44. premisses freed from the said Barker But the said Barker (hauing gotten from yo^r orato^r & the said Bill the said remaynder of the said sixe thowsand fiue hundred pounds as aforesaid & perceauing that by the disbursemen^t of yo^r orato^r & the said Bill the said office & stock was greatly encreased & great proffits | 45. likely to come thereby hee the said Robert Barker thelder refused to release to yo^r said Orato^r & the said Bill according to the said Articles of agreemen^t made att Eaton as aforesaid But contrariwise very dishonestly proceeded vpon his said Bill exhibited in Chancery as aforesaid And albeit the said Bill dealt |
46. with the said Barker for the said office & premisses in as full & ample manner as yo^r orato^r did & albeit yo^r orato^r paid satisfied to the said Barker as much as his Moytie of the said office stock & premisses as the said Bill did for his moytie thereof, Yett hee the said Robert Barker thelder very unduely did in Easter terme one |
47. thousand sixe hundred & Nyneteene obtayned a decree against yo^r Orato^r that yo^r orato^r vpon payment of his moneyes disbursed wth consideracōn for the forebearance thereof after the rate of ten pounds *per Cent per annum* should reassure to the said Barker such Interest as he had in the said office stock & premisses by vertue of the said assignment |
48. to y^r orato^r and the said Bill in July in the fifteenth yere of his Ma^{ts} said reigne as aforesaid & accompt to the said Barker for the proffits of the said office in the meane tyme But it was thereby prouyded that the said decree or anything therein conteyned should not be preiudiceall to the Copartnershipp before that assignemen^t But that the same should |
49. remayne in the same state that it was before the said assignemen^t Unto w^{ch} decree yo^r orato^r submitted himself & had diuerse meetings with the said Robert Barker thelder about the effecting & performance thereof And yo^r orato^r according to the said decree offered to accompt for the proffits of the said office But the said Robert Barker thelder being desirous to accord and agree wth yo^r orato^r for his whole |
50. estate in the said office & premisses as well that which was meant vnto him by the said decree as that w^{ch} the said decree did not medle wthall (being one third part of the said office & premisses whereof yo^r orato^r was possessed before the said assignem^t in July in the fifteenth yere of his Ma^{ts} reigne as aforesaid being not at all complayned of in the said Barkers bill) The said Robert Barker thelder |
51. & yo^r orato^r did fully & absolutely accord & agree of a certayne somme of money to be paid for the same by the said Barker vnto yo^r said Orato^r And therevpon Certayne Articles betweene the said Barker & yo^r orato^r were by Councell on both sides drawne & reduced into wryting dated the third day of November 1619 Conteyning the substance of the said agreemen^t w^{ch} (amongst |

52. other things[]] was to the effect following viz^t that yo^r orato^r being lawfully interested in the moytie of the said office should in consideracōn of eleauen thousand pounds to be paid to him by the said Barker in forme hereafter expressed assign over to Barker the Moytie of his said interest in the said office & the said Moytie of his interest in the stock & other things thereto belonging |
53. vpon condicōn that ten thousand pounds *parcell* of the said eleauen thousand pounds be paid by Barker to yo^r Orato^r before Michelmas one thousand sixe hundred twenty & twoe & one thousand pounds *per annum* in the meanetyme by quarterly payments And that for securitie of the said ten thousand pounds & of the said one thousand pounds *per anum* in the meantyme and also for secure |
54. repayment^t to yo^r orato^r of all proffitts and Commodities w^{ch} Barker should haue receaued by reason of that agreement in case the ten thowsand poundes or one thowsand pounds *per annum* should not be paid as afore said The said Barker should by such assurance as Councell should deny so convey to yo^r orato^r & his heires the Manno^r of Sudely in the County of Bucks |
55. all his coppiehold landes there being of great value free of all encumbrances whatsoeuer wth other leases & lands in the same articles mencōned And that if the said Barker failed in payment of the said [word illegible] thowsand pounds or the said one thowsand pounds *per anum* or either of them or any *part* thereof contrary to the ?teno^r of the said [4 words illegible] |
56. haue agayne & reenioy his whole interest in the said office & premisses & be repayed all the profitts & gaynes wch Barker should in the meane tyme by reason of that agreement haue receaued And it was thereby also agreed that the other thowsand pounds ?receaued of the said Eleauen thowsand pounds should be paid vnto yo^r said orato^r or his executors |
57. within sixe Monethes after the death of the said Robert Barker or yo^r orato^r which should first happen And that yo^r said Orato^r should make it playnly appeare that his *part* of the ioynt stock in sperate debtes & priueledged books belonging to the said office was of the value of 7000^{li} att the least att the rates & prices as the same were formerly bought of |
58. Christopher Barker, Vnto w^{ch} Articles the said Robert Barker & yo^r orato^r consented & agreed & subscribed their names therevnto in *presence* of their Councell Whoe also subscribed their names as witnesses vnto the same agreemen^t, And the said Articles being so deliberately by advise of Councell concluded & agree vpon & subscribed by the said Robert Barker as aforesaid |
59. yo^r Orato^r therevpon on the morrowe after viz^t on or about the fourth day of the said Moneth of November did deliver or send vnto the said Robert Barker thelder a true Note in wryting conteyning the seuerall names nomber & prices of the Bookes and other things remayning in the said office & ioynt stock & the seuerall *sommes* of the sperate debts & the names of the *persons* by whence |
60. the same were owing whereby it did playnly & manifestly appeare that yo^r orato^{rs} *part* of the said ioynt stock in sperate debts and priueledged books belonging to the said office & was of the value of seauen thowsand pounds att the least att the rates & prices as the same were formerly bought of Christofer Barker, W^{ch} Note the said Robert Barker thelder had diuerse ?daies ?in ?his |

61. custody to informe & satisfie himself of euery particular therein & euer sithence hath had & still hath the same And thereupon he togeather wth the said Robert Constable and others did examyne and compare the books in the said office wth the said Note least there should be more books sett downe in the said Note, then was belonging to the said office But the said Robert Barker found |

62. all the books in the said office w^{ch} were expressed & sett in the said Note & knewe and was satisfied that the same were rated & priced in the said Note att noe higher rates & prices then the like books were formerly bought of Christopher Barker & did affirme & say to diverse persons that he did not doubt but to make his bargayne to be worth [2 words illegible] |

63. pounds vnto him, And therevpon the said Robert Barker was fully satisfied in all things mencōned in the said Note & tooke not any excepcōn thereunto And therevpon by consent & direccōn of the said Robert Barker thelder the said agreemen^t was drawne & reduced into a paper draught of wryting by way of Indentures betweene yo^r Orato^r of the ?one part & the said Robert |

64. Barker of the other part wherein were incerted such Couenants & agreemen^{ts} as were directed & appoynted by the said articles & such other Couenants prouisoos & agreemen^{ts} as both parties and their Councell thought fitt And the same being so drawne into wryting the said Robert Barker thelder & his Councell had the same draught diuerse daies to peruse advise & consider of & afor the same |

65. was so deliberately perused advised & considered of by the said Robert Barker & his Councell the said Robert Barker & yo^r orato^r did consent & agree to the same & subscribe their names therevnto in the presence of their Councell & others whoe also subscribed their names as witnesses therevnto; And therevpon the said Robert Barker ?signed therwth yo^r [word illegible] |

66. gaue order & direccōns afor the Ingrossing of the same vnto parchemen^t w^{ch} being accordingly done into twoe parts Indented & being examyned wth the paper draught by the said Constable by Barkers owne appoyntment, the same was dated the Nynth day of December 1619 & was the same day interchangably signed sealed & deliuered by the said Robert Barker |

67. & yo^r orato^r in presence of both their Councell & others whoe subscribed their names as witnesses therevnto In & by w^{ch} Indentures it as especially prouyded that if the said Robert Barker thelder should not pay vnto yo^r orato^r the somme of ten thowsand pounds on or before the feast day of S^t Michaell Thearchangell w^{ch} then should be in the yere of our lord one thowsand sixe |

68. hundred twenty & twoe or should make or default in any paymen^t of the one thowsand pounds *per annum* in the meane tyme That then the assignmen^t by the same Indentures to the said Robert Barker thelder of & concerning the same office stock & premises should be vtterly voyd And that the said Robert Barker should permitt yo^r said orato^r from and after such default of payment made ?quietly |

69. ?To haue possesse & enioy the said office stock & premises to his owne proper vse, And that the said Robert Barker should from thenceforth be wholly barred & excluded both in lawe & equitie from having or clayming anything in the said office stock and premisses or any part thereof And that the said Robert Barker thelder should repay vnto yo^r said Orato^r all such money & other |

70. things as he the said Robert Barker thelder should before that tyme haue receaued had or taken out of the said office stock & premises, And att the tyme of the sealing of the said Indenture yo^r orato^r entred into bond of seauen thowsand pounds <to the said Barker> with Condiçõn for performance of one Couenant in the said Indenture to this effect viz^t that yo^r orato^r vpon full payment of this money |

71. according to the said Indenture should assigne over his whole interest in the said office stock & premises vnto the said Barker, And the said Barker & William Taylor Esq affirming that the said William Taylor was Steward of Manno^{rs} whereof the said Barkers coppie hold lands were houlden hee the said Robert Barker thelder all the same tyme viz^t about the tyme of |

72. the sealing of the said last mencõned Indenture did before the said William Taylo^r surrender by the rodd according to the Custome of the said Manno^{rs} all his coppie hold lands tenements & hereditamen^{ts} vnto the vse of yo^r said Orato^r according to the said custome & according to his agreemen^t in that behalfe in the said articles & the said M^r William Taylor Steward of the said Manno^{rs} at that tyme |

73. accepted & tooke the same surrender from the said Barker vnto yo^r orato^{rs} vse & behoofe & did often promise yo^r said orato^r to giue & send him coppies of courte roll of the same Howbeit by practise & combynacõn betweene Barker & the said M^r Taylo^r being of neere kindred or alliance The said Mr Taylor affirming sithence that he was not Steward of the said Manno^{rs} att the tyme |

74. of the said surrender did not present the same surrenders att the next Courte held for the said Manno^r As by the Custome of the same Manno^{rs} he ought to haue done whereby the said surrenders as they pretend became void, whereas in truthe the said William Taylo^r then was & yett is Stewarde of the said Manno^r And thereupon the said Barker thelder & the said William Taylo^r |

75. late reported that the said Robert Barker thelder hath sithence surrendered the same coppiehold lands To the use of his wife for her life or to some other vses vnknowne to yo^r said orato^r w^{ch} was presented according to the Custome of the said Mannor^{es} whereby yo^r said orato^r is like to be neerely defeated of the said lawes contrary to the true meaning of the said articles the |

76. coppie hould lands being a great part of the assurance w^{ch} y^r orato^r relyed vpon, And att the tyme of the makeing of said Articles & likewise att the tyme of the sealing of the Indenture last mencõned yt was agreed that the said decrees obteyned by the said Barker as aforesaid should be vacated & taken of the file & a new decree obteyned for performance of all the Couenants contained |

77. ?as ?agreemente conteyned in said Indentures dated the Nynth day of December so agreed vpon & sealed as aforesaid And a petiçõn to the Lord Chancello^r being then drawne in the names of yo^r orato^r & the said Barker to that effect the same was then subscribed by the said Barker & yo^r orato^r & deliuered to the said Barker whoe vndertooke to effect & obteyne what was desired by the same |

78. petiçõn And for better performance of the said agreemen^{ts} the said Robert Barker thelder did further att the sealing of the said Indenture) deliuered unto y^r said orato^r the exemplificacõn of the said decree being under the great seale of England & the writt of execucõn thereof to be cancelled and made void, And therevpon the said Robert Barker thelder entered into the said office |

79. & premiss, & enjoyed the same according to the true meaning of the said Indenture And shortly afterwards the said Robert Barker thelder by wryting by him duely sealed & deliuered bearing date the xxith daie of December 1619 (being first penned by the said M^r Taylo^r of Councell w^{ch} the said Barker by Barkers owne appoyntment) did ?remise release discharge & foreuer quite |

80. Clayme vnto yo^r said orato^r As well the said decree & all the right state title interest clayme demaund benefitt commoditie proffitt & advantage whatsoever of him the said Robert of in or vnto the said office and premises and all receauinge & accompts & whatsoever concerning the same by vertue of the said decree or otherwise, And also all and all manner of extents exepticōns ?or ?demptions ?sumes |

81. money penalties losses contempts forfeitures damages troubles & encumbrances whatsoever that should or might arise growe or be for or by reason of the non performance therof or of any terme therein expressed or containd And the said Robert Barker further by the same wryting Comon in law he yo^r said orato^r, That neither he the said Robert Barker nor Christopher Barker nor Robert |

82. Barker his sonnes nor any of them should att any tyme or tymes thereafter vexe sue molest trouble attach or arrest or agreeue yo^r said orato^r by force or vertue of the said decree or of or for any accompt trust or any other matter or thing whatsouer therein expressed or touching or concerning the same in any manner of wise As by the said wryting of yo^r orator had the same to shewe more playnly |

83. [word illegible] appeare, And shortly afterwards vizt in or about the Moneth of ffebruary 1619 There being comunicacōn betweene the said Robert Barker & John Bill for & touching the said Bills buying of the said Barkers estate in the said office & premisses They the said Barker & Bill therevpon voluntarily submitted the differences betweene them vnto the Lord Archbishopp of Canterbury & |

84. entred into bond either to the other of ten thowsand pounds apeece to stand to his graces abitrament & meant yo^r orato^r to doe the like But yo^r orato^r vnwilling to make any new bargaynes with the said Barker least the same should frustrate the foresaid agreemen^t so advisedly made & concluded as aforesaid & fearing to encomber his estate thereby refused to doe the same |

85. And therevpon the said Lord Archbishopp accorded the said Barker & Bill & their agreemen^t was drawn into Articles, Vpon w^{ch} agreemen^t the said Barker receaued of the said Bill the somme of twoe hundred pounds And there being written vnderneath Articles by the said Barker or some other by his appoyntmen^t words to this effect vizt That those Articles conteyned the substance |

86. of that w^{ch} was agreed betweene Barker & Bill by the said Lord Archbishops made mediacōn but his grace could not end all the differences by reason Norton instead of recompensing Barker for his decree hath over reached Barker 3000^{li} in the books he sould him as appeared by the relacōn of Barker & Bill, The said Robert Barker thelder vpon vntrue informacōns |

87. ?Or ?perfumities abused the said Lord Archbishopp & procured his grace wthout consent or hearing of yo^r said orato^r or his Councell to write his graces name to the said words so written underneath the said Articles, And thereupon the said Barker having obteyned the same peticōned the late Lord Chauncello^r & caused yo^r orato^r to be contempted before his Lop to shewe |

88. cause whie yo^r said orato^r should not performe the said Lord Archbishopps Certificate, w^{ch} the said Barker informed was a Certificate grounded vpon a reference from the Kings Ma^{tie} to his grace whereas in truthe there was neuer any such reference to his grace alone & yo^r orato^r did appear accordingly And thereupon the said Lord Chancello^r vpon hearing of ?Comen^{ts} |

89. on both sides fynding that the said Certificate was sinisterly obttayned by the vntrue informacōn of the said Barker & Bill & not grounded vpon any reference from his Ma^{tie} & wthout hearing of yo^r orato^r dismissed yo^r said orato^r & would not give the said Barker any release therein but said he was an idle fellow for troubleing his Lop therewith Howbeit vpon showing of the said Certificate |

90. by the said Barker to the said late Lord Chancello^r and others yo^r said orato^r hath thereby sithence receaued great preiudice both in his creditt & estate, And yo^r said Orato^r further sheweth vnto yo^r good Lop that there being due vnto yo^r said orato^r on the xxvth day of March 1620 the somme of CCL^{li} for one quarterly paymen^t of the said one thowsand pounds *per annum* the said |

91. Barker thelder made default in payment thereof, And shortly afterwards the said peticōn subscribed by yo^r orato^r & the said Barker as aforesaid was by the said Robert Barker thelder or some others by his appoyntmen^t deliuered to the said late Lord Chancello^r And thereupon vizt the xxiiiith day of May 1620 yt was ordered by his Lop with consent of yo^r ?Cancell^{or} & the said Barker |

92. that the said first mencōned Decree should be discharged & made void And it was then also ordered & decreed by like consent that the said Indenture dated the Nynth day of December 1619 & all the matters therein conteyned should be ratified and confirmed to the decree & authoritie of the high Court of Chancery to be performed by the said parties to all intent & purposes |

93. according to the tend^{er} & true meaning thereof And the said Robert Barker thelder hauing receaued out the said ioynt stock the somme of sixe hundred pounds did by one wryting by him in due formes of lawe sealed & deliuered bearing date the xxixth day of May 1620 confesse that he had receaued the said 600^{li} accordingly of the said ioynt stock & that the same |

94. was to be ?redeempted to yo^r said orato^r if he failed in any payment Thence to come of the moneyes mencōned in the said Indentures dated the Nynth day of December 1619, Vpon the taking out of wch moneyes the said Barker promised that yo^r orato^r should haue CCL^{li} thereof in satisfaccōn of the said CCL^{li} due vnto yo^r orato^r on the xxvth day of March 1620 as aforesaid Howbeit |

95. when the said Barker had yett the said moneyes he vtterly refused to pay the said CCL^{li} vnto yo^r said orato^r And there being due vnto yo^r said orato^r by the true meaning of the same Indenture the somme of CCL^{li} more on the xxiiijth daies of June 1620 for one other quarterly paymen^t of the said one thowsand pounds paid the said Robert Barker thelder made also default |

96. in paymen^t thereof & refused to satisfie the same or to pay vnto yo^r said Orato^r the said other somme of CCL^{li} due vnto yo^r said Orato^r as aforesaid or the said books by him out of the said stock ffor w^{ch} cause & least the said Barker should take more monyes out of the said office & not repay the same yo^r said orato^r therevpon according to the prouision in the said |

97. Indenture Resumed vnto his hands the said office stock & premisses & excluded the said Barker, howbeit the differences betweene the said Barker & yo^r orato^r being afterwards by consent of the said Barker & yo^r orato^r & by order out of the Chancery obteyned vpon peticōn exhibited by the said Barker & his said twoe sonnes) referred vnto Sir Robert Heath Kn^t his |

98. Ma^{ts} Sollicito^r generall named by the said Barkers & vnto Thomas Jones Esquier named by yo^r orato^r to heare end & fynally to determyne the same, the said Barker had agayne the possession of the said office & premises And on or about the xviith day of December 1620 the said S^r Robert Heath & M^r Jones by the said Barker & yo^r orato^{rs} consent ?first drawne |

99. order in wryting to the effect viz^t That noe advantage of forfeiture should be taken by yo^r orato^r through any neglect of payment then already past so as the said Barker should iustly performe the paymen^{ts} thereafter to come according to that their direccōns And that a true accompt should be made of all receipts & paymen^t concerning the said office from the |

100. first of September 1619 untill Christmas 1620 And if vpon the accompt it fell out that the proffitts were more then 250^{li} after that such surplusage should <be> payd to the said Barker But if it fell out to be lesse that then the said Barker should make it vpp by other meanes to the end yo^r orato^r might receaue 250^{li} for euery quarter according to the said Indenture |

101. [word illegible] they further ordered that the said Robert Barker should pay vnto yo^r said orato^r on the feast of the annunciacōn of the virgin Mary then next comyng twoe thowsand pounds in part of paymen^t of the said ten thowsand pounds And that if the said Barker failed in paymen^t of any part thereof That then he should be wholly excluded of any further expectacōn of benefitt of or by the said office by |

102. his owne free & voluntary consent Vnto w^{ch} order so sett downe the said Robert Barker thelder & yo^r orato^r consented & agreed & subscribed their names & the said S^r Robert Heath & Thomas Jones also subscribed their names vnto the same, And albeit y^r orato^r made & gaue vnto the said Barker a true & iust accompt according to the said orders whereby appeared that the |

103. proffitts fell out to be less than 250^{li} a quarter Yett did not the said Robert Barker make the same vpp by other meanes nor pay to yo^r said orato^r the said somme of 2000^{li} or any part thereof as he was directed to do by the said order, Neuerthesse the said Robert Barker thelder contynued still in the possession of the said office & had & receaued out of the said ioynt stock diuerse ?seuerall |

104. Bookes to the value of Ciiij^{li} xvj^s iiij^d And on or about the xiiijth day of March 1620 the said Robert Barker thelder broke open the studdy doore wth in the said printing house & a chest therein & tooke from thence the somme of 857^{li} 14^s 8^d or thereabouts of the moneyes remayning in the said ioynt stock & due & belonging unto the same And on or about the xxviiijth day of March 1621 the said |

105. [word illegible] ?be ?so ?according agreed vpon their award & having acquaynted the said Barker therewth & there being by consent of the said Barker a wryting drawne in the name of the said Barker in these words vizt Whereas I Robert Barker have submitted myselfe voluntarily vnto the accorde of S^r Robert Heath his Maties Solicitor generall & Thomas Jones Esq in a controuersie between me & |

106. Bonham Norton touching the office & stock of his Ma^{ts} printing howse I doe hereby freely testifie under my hand my free consent to the accomde w^{ch} they shall make wherewith I have byne made acqaynted by them before they pronounced it And thus I did when I had a free offer made vnto me by them that if I did not like thereof they would willingly leave me in the same ?ca[se] |

107. he was before they tooke vpon them the charge of the arbitremen^t wth out preiudice In witnes whereof I haue here vnto subscribed my hand 28th March 1621 vnto w^{ch} wryting so drawne the said Robert Barker thelder did agree & subscribe his name, And thereupon att the very same tyme the said Arbitrators fynding that the said Barker had made default in paymen^t of the moneys |

108. ?menconed in the said order by them sett downe the xvijth of December 1620 & had likewise made default in paymen^t of 250^{li} more due vnto yo^r orato^r on the xxvth day of March 1621 for one other quarterly paymen^t of the said one thowsand pounds per annum & had likewise taken out of the ioynt stock the summe of 857^{li} 14^s 8^d as aforesaid & was not likely to make any |

109. [hole in parchment] ?or paymen^t thereof or satisfaccōn for the same, They therevpon sett downe an order that the said Barker should on that day deliver vpp vnto yo^r said orato^r the books concerning the said office & the quiett possession of the same office & remove himselfe his sonnes & servants from thence that day; Vnto w^{ch} order so sett downe the said Robert |

110. Barker did consent & agree & therevnto subscribed his name in *presence* of the said Arbitrato^{rs} & accordingly the same day did deliver the <full ?peaceable & quiett > possession of the said books & office vnto yo^r said Orato^r By vertue whereof yo^r said Orato^r entred in to the same & ought to haue possessed & enjoyed the same freed of the said Barker Howbeit [4 words illegible] |

111. the said Arbitrators had fully agreed of their award for all matters & differences betweene the said Barker and yo^r orato^r & had acqaynted the said Barker thereof in generall termes the said Barker then made new perticōns <to the said Aribtrato^{rs} w^{ch} they thought not fitt to hearken vnto & therefore they forbore> to publish their awarde or proceed any further therein As by a Certificate made by the said Arbitrato^{rs} vnto the kings most excellent Ma^{tie} vpon a reference to them in that behalf |

112. [hole] ?doth may appeare, After w^{ch} tyme the said Robert Barker thelder did much trouble yo^r Orato^{rs} possession in the said office & premises & exhibited many vntrue peticōns vnto yo^r good Lop & thereby very wrongfully putt yo^r said orato^r to great trouble & charges And on or about the xvjth daie of August now last past the said Robert Barker |

113. thelder had & receaued of yo^r said orato^r out of the said Ioynt stock the somme of one hundred twenty & seauen pounds or thereabouts And the said Robert Barker thelder hath also att diuerse & sondry other tymes sithence the making of the said Indenture dated the Nynth day of December 1619 receaued & taken out of the said office & ioynt stock diuerse |

114. other sommes of money books & other thinges to a very great value And there being due vnto yo^r said Orator by the true meaning of the said Indenture dated the Nynth day of December 1619 the somme of ten thowsand pounds Att the least of St Michael Tharchangell now last past the said Robert Barker thelder wilfully made default in |

115. payment thereof (tho yo^r said Orato^r expected paymen^t thereof & had resolued how to dispose of the same whereby he was greatly disapoynted to his great losse & preiudice)

By reason whereof yo^r said Orato^r by & according to the true meaning of the said Indenture last mencōned & of the prouision & agreemen^t in that behalfe so advised |

116. made as aforesaid) ought to haue & enioy the said office stock & premisses freed from the said Barker & to haue repayd vnto him by the said Barker all the said moneyes books & things by him the said Barker taken & remoued out of the same aforesaid And the said Robert Barker thelder ought to be wholly excluded his |

117. lawe & equity from having or clayming anything in the said office stock & premisses or any part thereof, But now so it is may it please yo^r good Lop, That the said Robert Barker thelder having receaued & gotten into his hande & possession all the aforemencōned moneyes and having also by casuall & indirect meanes gotten into his |

118. handes all the said Indentures articles acquittances & other wrytinge testifying the payment & receipt of all the said moneyes & proving & manifesting Yo^r Orato^{rs} right & title in & to the said office stock & premisses & albeit the said Robert Barker thelder never performed any Couenant condicōn clause article or agreemen^t in the said [word illegible] |

119. Indenture contayned or any order or agreemen^t sett downe by the Arbitrato^{rs} or References aforemencōned nor any Covenant or agreemen^t with yo^r said Orato^r although himself consented vnto the same & albeit the said Robert Barker thelder knoweth all & singuler the premisses to be true, Yett he the said Robert Barker the elder doth not only |

119. [2 words illegible] the paymen^t & receipt of all the said moneyes But also hath by his clamo^r ymportunitie so prevayled that yo^r Lop hath lately sequestered & taken the said office stock & premisses quite from yo^r said Orato^{rs} & hath not only refused & denied & still doth refuse & deny to pay vnto yo^r said Orato^r the said somme of ten thowsand |

120. pounds & all arrerages of the said one thowsand pounds yerely so one vnto yo^r said Orato^r as aforesaid But also hath refused & denied & still doth refuse & deny to deliver & restore vnto yo^r said Orato^r the possession of the said office stock & premisses & to repay vnto yo^r said Orato^r the said moneyes by him the said Barker taken & receaved out of |

121. the said ioynt stock as aforesaid & to permitt & suffer yo^r said Orato^r to enioy the same according to the true meaning of the said Indenture albeit he hath therevnto byne often requested & desired by & on the behalfe of yo^r said Orato^r And whereas att the tyme of the sealing of the said Indenture dated the Nynth day of December 1619 |

122. the said Robert Barker thelder confidently affirmed that the foresaid Manno^r of Sudeley & other lands thereby assured vnto yo^r said Orato^r for security of the [words illegible] repaymen^t of such moneyes as the said Robert Barker should take out of the said office & ioynt stock as aforesaid more then bona fide worth ten thowsand |

123. pounds declare & were then free & cleere of all former estates & encombrances whatsoever, So it is further may it please yo^r good Lop That it appeareth now of late that the said Robert Barker thelder before the makeing of the said Indentures conveyed & assured the said Manno^r & lande vnto his wife for his Ioynture & that |

124. he the said Robert hath made & contrived diverse other former estates <& leases> of the said Manno^r & lands to diverse other persons & that the same Manno^r & lands are charged with diuerse statutes recognizances Iudgement^{es} & other encombrances So as the same Manno^r & Landes are of little or neeralie Whereby yo^r said Orato^r (vnless he be |

125. herein ayded & releevd by yo^r good Lop) is like to be vtterly defeated of all the moneyes & other thinges taken & receaved by the said Robert Barker thelder out of the said office & ioynt stock as aforesaid amounting in all to the some & value of twoe thousand pounds & more, Intended consideracōn of all w^{ch} premisses And |
126. for as much as yo^r said Orato^r not having the said Indentures articles acquittances & other wrytinges prouing & manifesting the premisses & yo^r orato^{rs} right & title in & to the same wch by casuall meanes are comen to the handes of the said Robert Barker as a fore said hath noe meanes to be releevd in the premisses att or by the strickt |
127. course of the Common Lawe on this ?or ?earlier or otherwise but only inequitie in Chancery before yo^r good Lop, And for that yo^r said Orato^r without yo^r Lop^s ayde herein hath noe, meanes to force or compell the said Robert Barker thelder to discover & make knowne vnto yo^r said orato^r what estates he hath made & contryved of the said marriage) [tear in the line] |
128. & landes & with what statutes Iudgemen^{ts} or other remembrances the same are charged & to free & discharge yo^r Orato^r of the same or to repay vnto yo^r said Orato^r such moneyes & thinges as he the said Robert hath taken & receaved out of the said office & ioynt stock for w^{ch} the said Manno^r & Lande were principally ?sold [tear in the line] |
129. Neither hath yo^r said Orator any meanes to compell the said Robert Barker thelder & such as haue the present estate in the said Coppyhold Landes to surrender the same vnto yo^r said orato^r according to the promise & agreemen^t of the said Barker in that behalfe or to compell the said William Taylor to accept & provide the same |
130. surrenders & to make & give vnto yo^r said Orato^r coppies of Courte roll concerning the same but only in equitie in Chancery before yo^r good Lop And for that yo^r said Orator hath not such precise prooffe (as the strict course of the common law or requiyrth of the paymen^t & satisfaccōn of all the said moneyes afore mencōned or of the said Robert |
131. Barkers receauing & takeing of the said moneyes & other thinges out of the said office & ioynt stock as aforesaid But he hopeth the said Robert Barker thelder vpon his oath in this ho^{ble} Courte in his answere to this yo^r orato^{rs} bill will confesse & declare the same & the truthe of all & singuler The premisses in manner & forme before expressed |
132. May it therefore please yo^r good Lop the premisses duely considered to graunt vnto yo^r said orato^r his Ma^{tes} most gracious writ of Subpoena to be directed to the said Robert Barker thelder & William Taylor thereby commanding them & other of them att a certayne day & vnder a certayne payne therein to be lymited to be & personally |
133. to appeare before yo^r good Lop in his Ma^{tes} high Courte of Chancery then & therefore to answere all & singuler the premisses vpon their severall corporall oathes And that the said Robert Barker may therein sett downe & declare what estates he hath made of the said Manno^r & landes or any part thereof & wth what statutes recognzances |
134. Iudgemen^{ts} or other encombrances the same are charged or encombered And further that they & other of them may stand to & abide such order & decrees the premisses as vnto yo^r good Lop shall seeme agreeable to equitie & conscience, And yo^r orato^r as in duety bound shall euer pray for yo^r Lops health & happynes.

[FINIS]

(2) William Taylor's reply

The seuerall answere of William Tayler one of the *defendants* to the bill of *Complaint* of Bonham Norton *Complainant*.

1. The benefitt of exception to the incertayntie and insufficiencie of the said *Complainants* Bill nowe and at all times to this defendant saued for answeare vnto the said Bill of *Complaint* he sath that he verely beleiueth that the other defendant Robert Barker Esquire in the bill named was heretofore lawfully |
2. possessed of and in the office of his Ma^{ts} printer for the terme of his life and of and in the Messuage or Tenement called Northumberland house for diuerse yeares then and yett endureinge And whereas the *Complainant* as this defendant conceaueth most impertently and most maliciously alleadgeth |
3. that the saide Robert Barker did sell his books in the said office for present mony before they weare halfe printed and finished at halfe the prizes he might otherwise haue sold the same And haueinge in that manner sold all the books he had in the said office and therewith soe furnished and |
4. prouided the Stacōners that they needed not to buy any more books from the said office for a longe time after And the said defendant Barker being by that meanes brought behinde hand and much indebted the defendant Robert Barker aboute Eight yeares sithence was inforced |
5. for payment of his said debts to make sale of the saide Office House and premisses And therevpon made offer to sell the same to diuerse persons and (amonge others) he made offer to sell the same vnto the *Complainant* and one John Bill stacōner whoe therevpon offered to give ffive |
6. Thousand pounds for the same soe as his sonne Christopher Barker whoe then had a graunt of the said office for his life in reuercōn after the said defendant Robert would agree that the *Complainant* and the said John Bill should enioy two full Third parts of the said office dureing |
7. the lives of the said defendant Robert and Christopher and the longer liuer of them, which the said Christopher agreed vnto And therevpon the *Complainant* and the said Bill agreed to pay for the same vnto the said defendant Robert Barker the summe of ffive Thousand pounds being full |
8. as much or more as the same was then worth and more then the said defendant Robert Barker was then offered for the same by any other person or persons whatsoever, which summe the said defendant Robert agreed to accept of And therevpon the said defendant Robert by one deede or seuerall |
9. Deeds by him in due forme of law sealed and deliuered beareinge date the last day of ffebruary in the Twelueth yeare of his Ma^{ts} Raigne that nowe is of England xtc. did for the Consideracōn of the said ffive Thousand pounds agreed to be paid vnto him by the *Complainant* and the said |
10. Bill as beforesaide absolutely assigne ouer to the said *Complainant* and the said Christopher Barker and John Bill the said Office House and premisses and all the Letters,

Presses and other things therevnto belonging, and all his estate interest ?terme demaunds therein excepting |

11. to the said defendant Robert Barker the fee and wages of Six pounds Thirteene shillings ffowre pence payable from his Ma^{tie} for the execution of the saide office, which said summe of ffive Thousand pounds and euery parte thereof was truly paid and satisfied to the said |

12. defendant Robert Barker or to others by his consent and appointment accordinge to the said bargaine And the said Complainant and the said John Bill did afterwards further giue and pay vnto the said defendant Robert Barker the summe of One Hundred pounds more And therevpon the said |

13. defendant Robert by writing by him in due forme of lawe sealed and deliuered did absolutly release vnto the said Complainant and the said John Bill the said Office and premisses and euery parte thereof (except before excepted) and did thereby acknowledge and confesse the receipt of the said |

14. ffive Thousand pounds to him paid as aforesaid By reason whereof the said Complainant and the said Christopher Barker and John Bill became lawfully possessed of the saide Office and premisses (vizt) both of them of one Thirde parte thereof to continewe dureinge the lives of the said [word illegible] |

15. Robert and Christopher and the longer liuer of them And therevpon by Indentures vnder their hands and seales they became Copartners together in and for the said Office and the benefitt and execution thereof And therevpon the Complainant and the said John Bill <disbursed> diuerse sommes of mony for the |

16. provideinge of Books for a stock to be employed in the said Office Howbeit by reason of the multitude of books sold by the said defendant Barker whilest he had the saide Office as aforesaid They for the space of two yeares and vpwards after had little or noe ?rent for any books and receaued |

17. little or noe benefitt by the said Office as by the Accompts thereof soe that time wherevnto the said defendants Robert and Christopher weare privye and acquainted doth and may appeare By reason whereof the said defendant Robert and Christopher grewe weary of the said Copartnershippe |

18. After which he (vizt) aboute fiue yeares sithence the Complainant and the said Christopher Barker and John Bill standinge equally possessed of the premisses as aforesaid And Robert Barker the younger sonne of the said <defendant> Robert the elder haueinge a graunt of the said office for the |

19. terme of Thirtye yeares in reuercōn to Commence after the death of the said defendant Robert thelder and Christopher And the said defendant Robert thelder standinge possessed of the said ffee of Six pounds Thirteene shillings and ffowre pence to him reserued ?as ?aforesaid |

20. and beinge indebted? in great summes of mony for a great parte whereof the said Christopher stood bound and ingaged with him He the said defendant Robert Barker thelder for payment of his said debts and disingageinge of the said Christopher did therevpon with consent of the said |

21. sonnes by himselfe and Robert Constable his kinsmen (whome he employed in all businesses concerninge the said office[)] make offere to the Companie of Stacōners and diuerse other persons to sell all the present and future estates of him and his said sonnes of in and to the said Office |

22. and premises and of in and to the books and other things in Copartnership as aforesaid And (amongst others) the said defendant Robert Barker thelder made offer to sell the same vnto the said Complainant and the said John Bill whoe therevpon bargained with the said defendant Robert Barker |

23. thelder and agreed to giue and pay him for the same the summe of Six Thousand and ffive hundred pounds money at certaine dayes betweene them agreed vpon and to discharge the said defendant Robert Barker thelder and Christopher of ffowre hundred pounds more whereof |

24. Two hundred pounds was oweing by the said defendant Robert Barker thelder to the said John Bill and the other Two hundred pounds was oweinge by the said Christopher to the Complainant and the said John Bill for soe much disbursed by them for the saide Christopher in the said Ioynt |

25. stock in the saide Office Of wth said seuerall summes amountinge in all to the summe of Six Thousand and Nyne Hundred pounds the said defendant Robert Barker thelder agreed to accept and the same weare full asmuch or more as the said present and future estates as the said |

26. defendant Robert Barker thelder and his said sonnes of and in the premisses were then worth and more then the saide defendant Robert Barker thelder was offered for the same by the Companie of Stacōners or any other person or persons whatsoever And therevpon the said defendant |

27. Robert Barker thelder and his said sonnes Christopher and Robert Barker the younger for those valuable consideracōns did buy writeinge Indented by them in due forme of Lawe sealed and deliuered beareinge date the Twentieth day of November in the ffifteenth yeare of his Ma^{ts} |

28. said Raigne of England xtc. absolutely assigne and convey ouer vnto the saide Complainant and the said John Bill the said Office and all other the premisses and all theire present and future estates of and in the same which said last mencōned Assignement was made [2 words illegible] |

29. said Barkers to the said Complainant and the saide Bill absolutely without any trust at all and not vpon or vnder any promisses of Redemption or other Conditions whatsoever And before the said defendant Robert Barker thelder would seale the same he caused it to be showed to one Robert |

30. Banckworth a Scriuener to be <by> him advised concerninge the same whoe perceauinge what great summes of mony weare disbursed and agreed to be paid for the same did vpon persall of the same assignment say and affirm that the same and the Covenants thereof conteyned |

31. were very indifferent and honest and fitt to be sealed vnto by the said Barkers which being made knowne to the said defendant Robert Barker thelder and his said sonnes therevpon and not before sealed and deliuered the same assignement By vertue whereof and of the other |

32. assignments before mencōned the Complainant and the said John Bill became lawfully and absolutely possessed of the saide office and other the premisses and therevpon they disbursed and laid forth more monies for the provideing of books to supplie and increase the stock ?with in |

33. the saide Office whereby the same stock became much greater and better and the Complainant and the said John Bill accordinge to the said last mencōned bargain and

agreement did discharge the said defendant Robert and Christopher of the said summe of fflower hundred pounds |

34. respectiuey oweinge by them as aforesaid and likewise within one yeare or thereabouts then next followeing did for and towards the satisfacōn of the saide summe of Six Thousand and ffiue Hundred pounds pay and satisfye to the said defendant Robert Barker the elder |

35. and to others by his appointment or for his vse seuerall summes of mony amountinge in all to the summe of ffive Thousand Seauen Hundred ffifty and ffiue pounds Twelue shillings and six pence Soe as there then remained vnpaid but only the summe of Seuen hundred |

36. ffortye ffowore pounds seauen shillings and sixpence And albeit the acquittances made and giuen by the said defendant Robert Barker and his sonnes servants and frends that receaued the said monyes soe paid did mencōn and testifie that the saide moneyes ?soe [word] |

37. weare in part of payment of the monies agreed vpon for the absolute sale of the said Office and premisses Yett after the said Complainant and the saide John Bill had paid and satisfied all the said monyes and had disbursed soe greate summes as aforesaid [2 words illegible] |

38. the stocke in the said Office the said defendant Robert Barker thelder perceauinge that by the same disboursments and the Complainants and the said Bills good manageinge of the busines the Office and stock was much bettered and great profitt likely to [*conjectural*: grow by] |

39. did then and not before pretend that the said last mencōned assignement made to the said Complainant and the said Bill as aforesaid was made vpon trust only That if within a yeare the said defendant Robert Barker should pay to the said Complainant and said Bill |

40. their monyes disbursed for the same That then the Complainant and the said Bill should reassure the said office and premisses to the said defendant Robert Barker and accompt to him for the proffitts thereof in the meane time Where in very truth the ?said assignement |

41. was absolute (bona fide) and for valuable consideracōn without any trust at all as is aforesaid And the said defendant Barker did not within the said yeare or at other time tender or offer to pay to the Complainant or the said Bill their money [word illegible] |

42. accordinge to the said pretended trust To the first part of w^{ch} said agreements and premisses this defendant cannot make any answeare of his owne certaine knowledge <withir did this defendant to his remembrance euer heare the first assurance of the said office to be questioned by any course of law by the other defendants> but sayethe that he hath heard that the other defendant Robert Barker and the Complainant and the said Bill |

43. did deale together for some part or share of the said office but vpon what termes he knoweth not but refeureth himselfe vnto the deeds w^{ch} weare made betwixt them to that purpose <only he hath hearde the other defendan^t saye that he furnished his sonn Christopher wth 2000^{li} stocke whereof 1600^{li} was in reddy mone> And as touchinge the latter agreement made by the Complainant with the said |

44. other defendant touchinge the assignement thereof vnto the Complainant and the said Bill as in the bill of complaint is sett forth this defendant was not acquainted with the beginninge thereof but before the same agreement was concluded this defendant happened to be at the |

45. house of the ladye Harte scituat neere London stone in London and beinge there in the said Ladye Harts hall with the other defendants wife beinge this defendants neere kinswoman the *Complainant* did come vnto the defendants said wife and desired to speke with her and ?had |

46. many speeches with her concerninge the dealeinge with the other defendant for the said Office at w^{ch} time the *Complainant* did solemply vowe and protest in the hearing of this defendant that he did not desire nor would not deale in the said Office but for the good [word illegible] |

47. benefitt of the other defendant and that if the other defendant could at any time within a yeare and a day or thereabouts redeeme the same again that he would most willingly reasssure the same bargain vnto the other defendant or words to the same effect [word illegible] |

48. this defendant nowe remembreth was about Witsuntide or Trinity terme before the said latter assignement after which the *Complainant* and the other defendant did further agree about the said assignement but this defendant was not privye therevnto but after ?that |

49. sealinge of the said last assignement this defendant was made acquainted therewith and he knoweth that the other defendant both by himself and frends did within the yeare require the *Complainant* to accept of his mony againe w^{ch} the *Complainant* had disbursed |

50. vnto the other defendant vpon the said office and restore the said Office vnto the said other defendant alleadging that the same was vpon trust. Wherevpon the *Complainant* denied that the said Assignement was made in trust refused to accept of his money againe |

51. to reasssure the said Office And the the saide other defendant related some of the proceedings and dealings betwixt him and the *Complainant* touchinge the said Office and the Assignement thereof and requested this defendant to drawe a bill of Complaint into this honourable Court |

52. against the saide Norton And this defendant did in or aboute Easter terme anno domini 1618 drawe a bill accordingly therein setting forth amongst other things howe the other defendant matched Christopher Barker his eldest sonne with Sara Norton one of the daughters |

53. of the *Complainant* and that the *Complainant* promised to giue vnto the other defendant Two Thousand pounds for his daughters marriage porcōn and that the said other defendant in recompence thereof did make a greate Ioynture of ffowre hundred pounds *per annum* as this |

54. defendant nowe remembreth vnto the *Complainants* daughter that the defendant Robert Barker in respect of the said marriage expected kinde dealeings from the said *Complainant* and therevpon trusted the *Complainant* and the said Bill to be Copartners in the said Office |

55. the said Christopher his sonne for the good of his said sonne that when the said Christopher demaunded an accompt of the *Complainant* and Bill of the proffitts of the said Office the *Complainant* therevpon threatened to turn the said Christopher out of dores that vpon |

56. there all dealeings with the other defendants said sonne the said other defendant offered sale of the said office that the other said *Complainant* discouraged all dealers

from buyeing the said Office of purpose that he might buy the same office unto himself with the said Bill and the other said |

57. *Complainant* persuaded the said Christopher to persuade the said other defendant to sell the said Office vnto the *Complainant* and the said Bill That the Office with the stock and furniture therevnto belonginge weare worth Thirty Thousand pounds or some such summe but in respect of the ?same |

58. promisses and other agreements the said other defendant did agree with the said Norton for a farr lesse summe as is conteyned in the said bill of complaint And alsoe that the *Complainant* only dealt for the said Office in the behalfe of himselfe and of the said Bill That therevpon or ?that ?anie |

59. Articles of agreement in writeinge touchinge the assignement of the said Office and that the assignement was to to be drawne by the *Complainants* promisse accordinge to the said articles That the *Complainant* both for him selfe and Bill promised both before and after the assignement |

60. of the said Office that within one yeare and a day whensoever the other defendant could make more benefitt thereof that he would giue vnto the other defendant a true accompt of the proffitts of the saide office and vpon payment of mony to reassure the same office vnto the saide other defendant or to the same or some such |

61. like effect as by the saide bill of Complainte amongst diuerse other things therein conteyned more at large and more plainely doth and may appeare there vnto for the more certainty thereof this defendant referreth himselfe unto w^{ch} said bill of Complaint the nowe *Complainant* aboute the time in the bill [word illegible] and the |

62. saide Bill answered and denied in their saide answeres §§ that the assignement of the said office was made vnto them in trust or to that effect as in and by the saide Answer amongst diuerse other things therein conteyned more at large alsoe doth and may appeare vnto w^{ch} saide answer for the more certainty |

63. thereof this defendant alsoe referreth himselfe After w^{ch} saide answer as this defendant nowe remembreth the other defendant within some shorte time after replied diuerse witnesses weare examined in the saide cause and especially to the matter of the saide trust wherein seuerall witnesses to the number of Seauen |

64. did depose to some such effect that the nowe *Complainant* dealt with the other defendant for the office of his Ma^{ty} printer in the behalfe of himselfe the nowe *Complainant* and of the saide John Bill and that att the time of his dealeinge for the same that the nowe *Complainant* protested that he would not deale therein to the benefitt of himself but for |

65. the good of the said other defendant Robert Barker and his children and that he <and> the saide Bill woulde accompt at any time vnto the saide other defendant for the proffitts of the said office and that vpon true accompts for the proffitts of the saide office they would at any time reassigne the said office vnto the said other defendant if he |

66. woulde require the same <or to some such effect> as by the deposicions thereof taken and remayninge upon record in this honourable Courte more att large alsoe appeareth here vnto for the more certainty thereof this defendant referreth himselfe And this defendant sayeth that he verely beleiueth that the other defendant did heretofore [word illegible]

67. his peticōn vnto the Kings moste excellent Ma^{tye} touchinge the differences betweene the said other defendant and the *Complainant* and the said John Bill that they might be

referred vnto Sir Henry Savill and Sir Marmaduke Dorrell Knights for this defendant hath seene a peticōn to some such effect and therevpon answered |

68. vnto this defendant vpon sight of the saide peticōn his Ma^{tie} was pleased to referr the differences conteyned in the said peticōn vnto the said Sir Henry Savill and Sir Marmaduke Dorrell Knights And this defendant sayeth that of his owne knowledge the saide Complainant and John Bill and the saide other defendant did §§ |

69. appeare before the said Knights but howe often he doth not knowe and the said Sir Henry Savill and Sir Marmaduke Dorrell did heare some differences betweene them but what conclusion they made therof this defendant knoweth not and this defendant sayeth that he doth not knowe of any letter vnder the hand |

70. of the other defendant w^{ch} was written vnto the Complainant and the said Bill bearinge date the Thirtieth day of October 1618 thereby confessinge any agreement made before the said Sir Henry Savill and Sir Marmaduke Dorrell as in the bill of Complaint is suggested neither doth this defendant knowe any the |

71. contents of any such letter nor of the seuerall payments of the seuerall summes of Two hundred pounds on the ffift day of November one Thousand six hundred and Eightene nor of the ffive hundred fforty ffowre pounds seauen shillings six pence on the Eight day of November one thowsand six |

72. hundred and Eightene or of any other payments of mony to this defendants remembrance w^{ch} complainant made vnto the other defendant neither doth this defendant knowe what acquittances or discharges the said other defendant gaue vnto the said Complainant and Bill or vnto either of them for the same nor of any release |

73. promised to be made accordinge to the articles in the bill of Complaint sett forth And this defendan^t sayeth that he did heare the Complainant treat with the other defendants wife aboute the sale of the office as in this his answere is before expressed but he neuer sawe or heard the saide Bill treate about the same office till the |

74. assignement thereof made And this defendant conceaueth that the other defendant did most duly and iustly obteyne a decree against the Complainant in this honourable Courte albeit the said other defendant did vse some meanes to expedite the publicacōn of the deposicōns of his witnesses and to bringe w^{ch} |

75. did most depely concerne him vnto a quick and speedye heareinge but as this defendant conceauth the now Complainant had sufficient time to examine his witnesses w^{ch} weare examined and was at the heareinge of the cause well prepared with Counsell to defend his cause and the said Cause was § |

76. solely and deliberately heard by the then Lord Chancellor beinge then assisted with the right honourable the Ma^r of the Rolles and one of the Barrons of his Ma^{ts} exchequer and with diuerse others the Ma^{ts} of this Honorable Court and debated by learned Counsell on both sides and that cause as this defendant |

77. conceaueth cleerely proued by many witnesses of good credit and reputacōn and therefore this defendant conceaueth that the said decree was duly obteyned the certaine contents of w^{ch} decree this defendant doth not nowe certainly remember and therefore he refereth himself vnto the said decree |

78. by w^{ch} the contents thereof may moste plainely and more at large appeare And this defendant sayeth that he doth not knowe howe the Complainant submitted himselfe vnto the saide decree either in makinge the accompt or satisfacōn for the saide Bills parte accordinge to the decree but by parlance |

79. and delaye to make some new or as this *defendant* conceaueth ouerreachinge bargaine with the saide other *defendant* to [word illegible] him of his saide decree for this *defendant* sayeth after the nowe *Complainant* was serued with processe out of this Court to performe the decree of this Court the said |

80. *Complainant* did seeke and desire to haue some meeteings with the other *defendant* to make some Composicōn with the said other *defendant* and the *Complainant* did therevpon meete diuerse times with the said other *defendant* at this *defendants* dwellinge house scituat in the parishe of S^t Olaues ?Hart ?after [word illegible] |

81. London and much conference passed between them tendinge to some composicōn and the *Complainant* then earnestly desired a frendly ende that they might afterwards liue kindly together being they were soe neere lincked and allied by the marriage of their children and after many meetings |

82. and much conference and diuerse proposicōns the *Complainant* offered his whole parte in the office of his Ma^{ts} printer with his stock and furniture therevnto belonginge w^{ch} the *Complainant* affirmed he woulde not leaue vnder 16000^{li} but in respect of the aforesaid decree for recompence |

83. and a peaceable ende thereof yett in respect of the said decree the saide other *defendant* should haue the same for 10000^{li} to be paide at certaine dayes vnto the *Complainant* and: 1000^{li} within six monthes after the death of one of them w^{ch} should first dye or to some such effect and at the same time |

84. one Humphrey Dison a scrivener who came with the *complainant* shewed forth a black box vnto the other *defendant* and affirmed vnto the other *defendant* that there was therein iacke in a box w^{ch} might proue very beneficiall to the said other *defendant* and was as then vnknowne vnto him afterwards |

85. declareinge the same to be <a> deede of Couenants betweene the *Complainant* and the said John Bill whereby the reuercōn of the whole office of his Ma^{ts} printer might for some smale or reasonable consideracōn revert vnto the said other *defendant* or to the like effect <w^{ch} Covenant the *Complainant* valued to be worth 3000^{li}> vpon w^{ch} after this this *defendant* conueaveth that the |

86. *Complainant* truly meant and intended to giue the saide other *defendant*. 6000^{li} recompence for his said decree besides the said benefitt w^{ch} might arise by the said Couenant and the other *defendant* did then secretly tell this *defendant* that he would not leaue the benefitt of the said office w^{ch} the *Complainant* offered |

87. vnto him vnder: 10000^{li} cleere gaine vnto him selfe and therevpon the said other *defendant* accepted of the said offer and the said Humfrey Dison was therevpon intreated to drawe certaine articles betweene the said other *defendant* and the said *Complainant* accordinge to the agreement made betwixt them and the said |

88. Dison did drawe some Articles to the effect followeing (vizt) tertio die Novembris 1619 It is agreed betweene Robert Barker Esquire on the one partie And Bonham Norton Esquire on the other partie as followeth (vizt) Imprimis Ma^r Norton beinge lawfully possessed in the moity of the |

89. office of his Ma^{ts} printer shall (inconsideracōn of 11000^{li} to be paid by ma^r Barker in forme hereafter expressed) assigne ouer to ma^r Barker the moitye or half of his saide interest in the Office and the moity or halfe of his interest in the Ioynt stock letters presses and implements for printinge § |

90. vpon Condiçõn that Tenn Thousand pounds parcell of the said 11000^{li} to be paid by ma^r Barker to ma^r Norton before Michelmās 1622 And 1000^{li} *per annum* till the 10000^{li} be paid Item that as soone as the 10000^{li} parcell of the said 11000^{li} shalbe fully paid the said payment of 1000^{li} *per annum* shall cease |
91. allowance thereof beinge first made vnto Ma^r Norton vntill the said day of payment thereof Item that ma^r Barker may at Choice whether he will pay the saide 1000^{li} at one entire payment or at two seuerall equall payments Soe that the saide 10000^{li} fully paid before ?Michelmas ?1622 |
92. Item that <if> ma^r Barker pay the said 10000^{li} at two seuerall then ma^r Norton after the first payment to make a proportionable and rateable abatement of the 1000^{li} *per annum* Item that in the meantime all books proclamacõns and other things printed by vertue of the said [hole] |
93. printed in the name of the said Robert Barker soe farr forth as the said Bonham Norton may lawfully *permitt* the same Item that in the meantime alsoe the said office shalbe ioynty executed by the said ma^r Barker ma^r Norton and ma^r Bill and the proffitts the [hole] |
94. be devided into ffowre parts whereof two ffowreth partes shall remaine to ma^r Barker if the same shall appeare to be due vnto him and to fowreth parts thereof due to the saide ma^r Barker and ma^r Norton shall remain unto ma^r Barker only Item that for securitie of payment of the |
95. said 10000^{li} parcell of the said 11000^{li} and of 1000^{li} *per anum* till the same be fully paid as aforesaid as alof for securitie of reapyment to ma^r Norton by ma^r Barker of all proffitts and commodities w^{ch} ma^r Barker or his assignes shall haue receaued by reason of this agreement in case the said 10000^{li} |
96. parcell of the said 11000^{li} as alsoe if the said 1000^{li} *per annum* be not paide as afore said The said ma^r Barker shall by such assurance wayes and meanes as Counsell learned shall devise convey oute vnto the said Bonham Norton and his heires foreeuer And that the Mannor Sudeley also Sudley |
97. also Southley also Soudeley with the rights members and appurtenances thereof in the Countie of Bucks free of all incombrances whatsoever (Ma^r Barkers nowe wives Ioynture therein excepted) And that Ma^r Barker shall alsoe assigne oure to the said Ma^r Norton all his estate interest and terme |
98. [word illegible] of and in the Tithes and Parsonnage of Datchett in the Countie of Bucks and of and in the Mewes land and the ffishinge And shall alsoe surrender to the vse of Ma^r Norton and his heires All his coppie hold lands and Tenements Item that Ma^r Barker doe pay the said 10000^{li} parcell of [word illegible] |
99. 11000^{li} before Michaelmas 1622 and after the rate of one thousand pounds *per annum* vntill the same be paide to be accompted from Christmas next cominge And to be paid quarterly by euen porcõns (vizt) at the feasts of Thanunciacõn of our Lady the Natiuitie of S^t John Baptist S^t Michael Tharchangell and |
100. the Birth of our Lord God or within 40 dayes next on severinge after euery of the same feasts dayes The first payment to be made at the feast of Thanunciacõn of our Lady next concerninge or within 40 dayes then next ensewinge Then Ma^r Norton shall by such assurance as Councell learned shall devise.
101. default be made in payment of the said 10000^{li} or of the said 1000^{li} *per annum* or any parte thereof contrary to the former aforesaid Ma^r Barker his heires executors and

assignes shall haue and take the rents and proffitts of the same Lands Item that if Ma^r Barker make default in payment |

102. of the said 10000^{li} or any parte thereof contrary to the forme aforesaid or of the said 1000^{li} *per annum* any part thereof contrary to the tenor aboue expressed That then Ma^r Norton shall haue againe and reenioy his whole interest in the said office Ioynt Stock lettres presses and implements for |

103. printinge as of this agreement had neuer beene had And that then alsoe the said Ma^r Barker shall repaye to Ma^r Norton all the meane proffitts and gaines w^{ch} shall arise of the said office in the meane time by virtue of this agreement Item that Indentures of Covenants shalbe thought |

104. made betweene the said ma^r Barker and Ma^r Norton withall convenient speede for the perfectinge of this agreement and that in the same Indentures shalbe inserted such reasonable agreement Covenants provisoes and condicōns for performances of the same as by Councell learned shall be thought |

105. reasonable & convenient Item that by the said Indenture the said Ma^r Barker and Ma^r Norton shall covenant each to the other that each of them and his Executors shall be seuerally interested in a fourth part of the said office and premisses vnder and accordinge to the provisoes and agreements |

106. herein expressed and that neither of them nor his executors shall sell any books proclamacōns bibles testaments or other things belonginge to the said office in grosse but only by retaile as hath heretofore been vsed and accustomed to be done by the said Ma^r Norton and Ma^r Bill duringe there |

107. ioynt execution of the said office and also that neither of them shall defraud or hinder the other or doe committ omitt or consent to be done any acte devise or thinge whereby the other may be damnified or in any wise endamaged Item that in the meane time alsoe Ma^r Barker may receaue |

108. the yearly ffee or wages of 6^{li} 13^s 4^d for the execucōn of the said office without any deniall or lett of Ma^r Norton Item that at the equall costs of the said Ma^r Norton a decree in Chancery shalbe procured for confirmacōn and due observacōn of all and euery the Clauses condicōns |

109. and agreements in the said Indentures to be expressed Item that the said Ma^r Barker or his executors shall pay to Ma^r Norton or his executors 1000^{li} residue of the 11000^{li} within six monethes next after the death of Ma^r Norton or Ma^r Barker w^{ch} shall first happen and in default |

110. of payment thereof it shalbe lawful for Ma^r Norton and his executors to haue and enioy the moitie of all the benefitt of or by printing of all bibles in the seuerall volumes of 12^o & 8^o vntill the same 1000^{li} shalbe paid or satisfied Item it is agreed that Ma^r Norton shall make it plainly appeare |

111. that his part in the ioynt stock in seperate debts and priuiledged bookes belonginge to the said office to be of the value of 7000li at the least at the rates and prices as the same weare formerly bought of Xpofer Barker ffinally it is agreed that all former suits and courses of suits between the said |

112. parties shall ende and cease and be determined any former decree in Chancery order ordinance or other matter to the contrary notwithstandinge <or to some such effect> After w^{ch} the same Articles weare brought vnto Ma^r Thomas Jones of Graise Inn Esquire to be perused and this defendant was intreated to be present |

113. at the *pervsall* thereto vpon the readinge whereof this *defendant* much disliked the same and thought the same to be vnreasonable and did depart out of the said Ma^r Jones his studdye and lest the said other *defendant* and the nowe *Complainant* and the said Disson together with the said Ma^r Jones to conferr together |

114. and within a little while after the saide other *defendant* came forth vnto this *defendant* and intreated him to goe in againe and to vnderwrite his name vnto the said Articles which this *defendant* with a very ill will did vnderwrite at the said other *defendants* request and this *defendant* sayeth that he doth not knowe |

115. that the said Norton did at any time deliure or send vnto the saide other *defendant* any note in writeinge conteyninge the seuerall names number and prices of the books and other things remaineinge in the said office and of the seuerall Summes of the separate debts and names of the persons by whome the |

116. same weare oweinge as in the bill of *Complaint* is further expressed neither doth this *defendant* knowe howe longe the said other *defendant* had the draught in the bill mencōned to pervse the same, but sayeth that some such draught was brought vnto this *defendant* to pervse but with the same was not left with this |

117. *defendant* but only to reade and soe carried away from this *defendant* and this *defendant* did then alsoe vpon the *pervsall* thereof much mislike the same draught and did take some exception therevnto w^{ch} he nowe remembreth not neither doth this *defendant* remember that the saide other *defendant* and the *Complainant* did |

118. subscribe their names vnto the said draught And this *defendant* sayeth that he hath seene the deede in parchement but was not present at the examininge of the saide deede with the said draught and this *defendant* was present at the signinge sealeinge and deliueringe of the said deede and this *defendant* |

119. and other weare witnesses therevnto but for the contents of the said deede this *defendant* referreth himselfe vnto the said deede and this *defendant* remembreth that the *Complainant* did enter into a bond vnto the other *defendant* but he doth not remember the contents or effect thereof And this *defendant* sayeth |

120. that the said other *defendant* did before this time promisse this *defendant* that he should be Steward of the Mannor of Datchet in the countie of Bucks (the said Stewardship as this *defendant* taketh it beinge then in the disposeinge of the said other *defendant*) and at the sealeinge of the saide other *defendant* |

121. told the *Complainant* that this *defendant* should be steward there and this *defendant* did tell the *Complainant* and the aforesaid Ma^r Jones that he had neuer kept any courts there yett they weare very desireous that this *defendant* should take a surrender of the said other *defendants* coppiehold lands vnto certaine vse |

122. conteyned in the said surrender wherevnto this *defendant* referreth himselfe and therevpon this *defendant* in hope he should haue beene steward of the said Mannor and at the request of the said other *defendant* and the *Complainant* aboute the time of the sealing of the said last mencōned Indenture ?was |

123. contented to take the surrender of the said Coppiehold lands and Tenements by the rodd accordinge to the Custome of the said Mannor and this *defendant* sayeth that the said *Complainant* did promisse to pay and satisfie this *defendant* for the said surrender but neither the *Complainant* nor the other *defendant* |

124. or any other did euer giue or pay anythinge vnto this *defendant* for the same and this *defendant* sayeth that after the said surrender this *defendant* did indeavour to keepe

Court within the said Mannor of Datchett but the other defendant in respect as this defendant hath heard that the Complainant had done |

125. hardly with the other defendant and pretended to take a forfeiture of the other defendant without cause as hath beene supposed did forbidd this defendant and would not suffer this defendant to keepe the said Court but appointed an other steward to keepe the same whereby this defendant was disabled |

126. to present the said surrender and this defendant denieth that he euer promissed the Complainant to remember to giue or send him coppies of Court Bookes of the same And this defendant sayeth that he had neuer before that time kept Court within the said Mannor of Datchett nor vntill October last past |

127. before w^{ch} time ther had beene seuerall Courts kept by other stewards And this defendant verily beleiueth that the other defendant hath sithence surrendered the said Coppiehold lands and Tenements to the vse of himselfe and his wife for their liues and afterwards to his heires or to some such offer and that |

128. the same was presented accordinge to the Custome of the said mannor as by the surrender therof appeareth And this defendant sayeth that the said Complainant was made acquainted that the said Coppie hold lands should haue beene surrendered vnto the vse of the other defendants wife and this defendant |

129. Lately seene a deede of Covenants bearinge date the first day of Aprill in the sixt yeare of his Ma^{ty} raigne whereby the other defendant did Couenant to and with Tobie Wood of Lincolns Inn in the countie of Middelsex Esquire and Andrew Windesore of Bentley in the countie of South^t |

130. Esquire their heires executors and administrators that he the said other defendant within the time and space of one yeare next after the marriage should be had betweene the other defendant and Anne his now wife should and would at his owne proper costs and charges make lawfull surrenders |

131. accordinge to the seuerall Customes of the seuerall Mannors of Datchett Datchett St Helens Vpton and Wyrardsbury in the Countie of Bucks of all and singuler the Customary or Coppiehold Messuages lands tenements and hereditaments holden or parcell of the said Mannors or any |

132. of them w^{ch} he the said other defendant hath an estate or inheritance in accordinge vnto the customes of the said Mannors and that accordinge to the seuerall Customes of the said Mannors To the vse and behoofe of the said other defendant and the said Anne for and duringe the terme of |

133. their naturall liues and the naturall life of the longer liuer of them and from and after the deathes of the said other defendant and the said Anne to the vse and behoofe of the heires of the body of the said other defendant with other reminders ouer or to some such effect as by the said deede § |

134. wherevnto this defendant referreth himselfe more plainly doth and may appeare And this defendant sayeth that he remembreth there was a peticō drawne to the late Lorde Chancellor in the names of the Complainant and the other defendant but the contents thereof doth not remember nor howe |

135. the same should haue beene effected and likewise this defendant remembreth that the other defendant deliuered the exemplificacō of the said decree beinge vnder the greates seale of England and the writt of Execution thereof vnto the defendant but whether at the time of the sealeinge of the said deede or not |

136. or to what intent this defendant remembreth not and he beleiuth that the other defendant vpon the agreement and sealeinge of writeings aforesaide entred into the said Office and enioyed the same for some smale time vntill the Complainant by colour of a pretended forfeiture did wrest the same againe |

137. from the said other defendant for as this defendant hath beene informed the Complainant did deteyne much of the proffitts of the said Office w^{ch} should haue beene paid vnto the other defendant whereby he might haue satisfied the Complainant all such summes of mony as weare due vnto the Complainant according to |

138. the said deeds as by all accompt or certificate made vnto the right honorable the Lord Keeper from certaine Stacōners appeareth w^{ch} as this defendant hath heard was ordered in this honorable Courte accordingly And this defendant sayeth that to his remembrance he neuer sawe the release |

139. of the decree in the bill satisfied but & hath heard that the aforesaid Humfrey Dison did drawe some such releife And this defendant beleiueith that the other defendant and the said Bill did submitt the differences betwixt them vnto the right reuerend ffather in God the Lord Archbishop of § |

140. Canterbury and entred into bond each to other to some such purpose and the said Lord Archbischopp aboute the month of ffebruary ann^o domino 1619 did make and publishe his Award in writeinge as by the same more at large appeareth and within short time after as this defendant taketh it the said |

141. Lord Archbischopp did vnderwrite certaine Articles to some such effect followeing (vizt) This conteyneth the summe of those thinges w^{ch} weare agreed vpon before me only touchinge this one perticuler Ma^r Barker demaunded to haue his diuidende of the mony in Cash at the time of the ?passage |

142. of the Conveyance against w^{ch} Ma^r Bill takeinge some exceptions in fine both parties referred themselues to my Arbitracōn touchinge this and all other matters betwixt them I doe finde that Ma^r Baker is willinge to performe his bargaine but Ma^r Norton hinders him from the ?performance |

143. thereof tyeinge him to a former contract wherein Ma^r Barker insteede of haueinge recompence made him by Ma^r Norton of a decree passed against him in Chancery was overreached by prizinge the books at a farr greater value by about 3000^{li} more than they weare worth to be sold |

144. for present mony at w^{ch} rate they weare solde by Ma^r Norton vnto him this appeared vnto me both by the valuacōn of Ma^r Barker and Ma^r Bill of the books made before me And the said Lord Archbischopp did vnderwrite his graces name to the said words soe written vnderneath the said articles |

145. but the same was not soe vnderwritten by the procuerment of the other defendant as this defendant verely beleiueith And this defendant doth not remember that he was acquainted with the other defendants peticōn w^{ch} was made vpon the certificate in the bill of Complaint specified [word illegible] of the proceedings |

146. vpon any peticōn preferred after the said decree neither was this defendant acquainted with the receipt of the six Hundred pounds in the bill named nor with the acquittances made therevpon and this defendant sayeth that he taketh it that the other defendant did convey and assure his for ?simple |

147. Lands and Tenements vnto his said wife for her ioyniture and the said Ioynture is excepted in the deede bearinge date the Ninth day of December in the Seaventeenth yeare

of his Ma^{ties} raign in the bill of *Complaint* expressed in theis words (vizt) except Anne the nowe wife of the said |

148. Robert Barker partie to theis ?points for her dowre or Ioynture of or in the premisses And this defendant knoweth that the differences betweene the *Complainant* and the other defendant weare referred vnto Sir Robert Heath Knight and Ma^r Thomas Jones Esquire to heare and ende the same if they ?could and |

149. they make greate paines therein and did make many propositiōns and subscribe some agreements betweene the *Complainants* and the other defendant the effect thereof this defendant rememberth not but he hath sent a note vnder the said Sir Robert Heathes hand to the effect followinge (vizt) Ma^r Jones |

150. we haue often mett to ende the controversies betweene Ma^r Barker and Ma^r Norton but hetherto wee haue beene but vpon prepositiōns and haue not beene soe happie as bringe anythinge to a conclusion I pray you lett vs meete once more this oweinge a quarter of an howre will |

151. ?finishe all or never if wee cane macke a finall peace I shalbe very glad thereof if not whatsoeuer is already directed by vs and is vnder our or theire hands for reparaciō to an ende must be all sett at large and they left to theire owne wayes and we freed from the further care thereof This |

152. you knowe was euer our intention and at least to leaue them in as good case as wee found them without preiudice by us or therein right or possession of the office. Without that that any other matter or thinge matteriall or effectuali with the lawe for this defendant answer vnto and not herein § |

153. sufficiently confessed or awarded traversed or denied is true all w^{ch} this defendant is redy to averr and proue as this honorable Court shall award and humbly prayeth to be dismissed for the same with his reasonable costs and charges in this behalf wrongefully and without iust cause |

154. susteyned:

[FINIS]

(3) Robert Barker's demurrer

The demurrer of Robert Barker Esquire one of the defendants
to the bill of *Complaint* of Bonham Norton *Complainant*

1. The saide defendant by protostaciō not confessinge or acknowledginge any thinge in the said *Complainants* bill |
2. of *Complaint* conteyned matteriall or effectuali in the lawe to be answered vnto for demurrer vnto the |
3. said bill of *Complaint* he sath that aboute Easter terme as this defendant nowe rememberth ann^o domino 1618 this defendant |

4. exhibited his bill of *Complaint* against the said *Complainant* for the selfe same matters w^{ch} for the moste |
5. parte as the said bill is therein conteyned and the same cause was heard in this honorable Court |
6. in open Court and a decree therevpon made and haueinge beene once decreed in this honorable |
7. Court it is against the orders of this Court to question the same againe by any newe bill without |
8. leaue of this honorable Court to exhibite a bill of revewe for w^{ch} cause this *defendant* demurreth |
9. in Lawe and humbly prayeth the iudgment of this honorable Court whether he shalbe compelled |
10. to make any further or other answere vnto the said bill of *Complaint* and humbly prayeth that |
11. he may be dismissed forth of the same with his reasonable costs and charges in this behalf |
12. moste vniustly susteyned.

W^m Tayler

[FINIS]