

CHANCERY PETITION: ROBERT BARKER vs. BONHAM NORTON

(1) The Petition of Robert Barker

[Endorsed:] 25^o Marcii 1623

To the Righ^t Honora^{ble} [word illegible] Reverend ffather in God John Lord Bishopp
of Lincolne | Lord Keeper of the greate seale of England

1. In most humble wise Complaininge sheweth vnto your good Lordshipp your Oratour Robert Barker of Southley in the County of Buckingham Esquire That whereas your Oratour aboute a yeere |
2. past was lawfullie seited in his demeasne as of fee of and in the Manno^r or Cheiffe Mansion house of Tyle Place also Tyles Place, or the Manno^r of Tyles Place wth thappurtnaunces scitua^t |
3. in old Windsor, also Windsor or Egham (or one of them) in the Countie of Berks, Buck and Surrey (or one of them) of the yeerelie vallue of [scribal space] over and above all charge |
4. and reprises And was also possessed for divers yeeres yett induringe of and in the Manno^r of Hallford (all Hallford wth thappurtnaunces in the County of *Middlesex* to the Monnastery |
5. of S^t Peter of Westminster in the said County of *Middlesex* sometime belonginge and appertaininge and *parcell* of the possession thereof then late beeing, after and now annexed to his |
6. Highnes Honno^r of Hampton Courte in the said County of *Middlesex* and now *parcell* of the said Honno^r, beeing of the yeerelie vallue of [scribal space] (or thereabovtes) ~~over and~~ above |
7. all charges and reprises. And your said Oratour being thus lawfullie seised and possessed of the said Manno^{rs} lands and premisses wth thappurtnaunces, and beeing acquainted wth |
8. one Bonham Norton of London Esquire, and divers great and weightie dealinge beeing formerlie past betwene them. And he the said Norton standinge ingaged for your said Oratour in |
9. certaine somes of monie not yett paid by the said Norton, hee the said Norton above half a yeere <last> past, did cause your said Oratour to make and seale vnto him the said Bonham Norton |
10. some lease or condicōnall assuraunce of the said Manno^{rs} and premisses for his the said Nortons indemnitie to save him harmeles for the ingagement aforesaid in trust and confidence and for the |
11. meene and onlie securitie of the said Norton § and yet wth severall condicōns for the payment of the severall somes amounting in the whole to the some of one thowsand two hundred |
12. pounds or thereabovtes vnto the said Bonham Norton his execut^{rs} or assignes above the seaventeenth day of this instaunce Marrch, By wch said leases or condicōnall assuraunces yo^r said Orato^r |

13. and his assignes was quietlie and peaceably to have hold and enioie the said Manno^{rs} lands and premisses wth thappurtnaunces vntill the said seavententh day of this instaunt March and |
14. and vntill default of payment should bee made of the said severall somes amounting to the whole vnto the said some 1200^{li} vnto the said Bonham Norton his executo^{rs} and <or> assignes (as by the |
15. said leases or assuraunces condicōnall soe made as aforesaid wherevnto relation beeing had more att large it doth and may appeere. But now so it is maie it please yo^r good lo^{pp}. that your said |
16. Oratour beeing carefull to paie the said somes and to secure the said Bonham Norton from the same did (before the said monies or anie of them grew due) permitt and suffer the said |
17. Bonham Norton to receive divers somes of money to a farre greater vallue, w^{ch} in the interim and before those daies of paiment did growe due vnto your Oratour. And your Oratour |
18. intreated the said Bonham Norton wth the said monies so received by him of your Oratours to satisfie the said ingagementes and all and everie some and somes of monie and wares due to |
19. himself from your said Oratour. yett nevertheles the said Bonham Norton thirsting and desiringe to gett and obteine your said Oratours said Manno^{rs} and landes aforesaid wthout anie |
20. lawfull or valluable consideracōn given, or to bee given vnto your Oratour for the same doth most vnconscionable (the said daie of paiment of the said severall somes amounting in the whole |
21. to the some of 1200^{li} bring come although he hath received all the said some of one thousand two hundred poundes and a farre greater some from your said Oratour by the meanes and |
22. in the Manno^r aforesaid doth not onelie disquiett and interrupte your said Oratour and his Ten<a>ntes and ffarmo^{rs} in the quiett occupacōn of the premisses, but challengeth the said |
23. Manno^{rs} and premisses as his owne and giveth out that hee hath an absolute estate thereof and that the same are forfeite vnto him the said Bonham Norton for the non payment of the said |
24. some of one thowsand two hundred pounds, Where in truthe there is no such cause nor cullour of cause for the said Bonham Norton to challenge or have the said Manno^{rs} lands and |
25. premisses And the said Bonham Norton having gotten into his handes custody and possession the deeds evidences *lettres* Pattents leasses and other wrytinges tovching and concerninge the said |
26. Manno^{rs} and premisses of right belonginge vnto yo^r said Oratour doth now not onlie most wrongfullie and vnlawfullie challenge and claime the said Manno^{rs} lands and premisses afore |
27. said, but hath of late made divers entries into the said Manno^{rs} lands and premisses and seacrettlie and vnduelie contrived and made divers seacrett and fraudulent estates of and |
28. in the said Manno^{rs} lands and premisses to divers persons vnknowne to yo^r said Oratour of purpose to wronge defeate disinherit and dispossesse yo^r said Oratour of the same And doth |

29. labour and endeavour to *perswade* and inforce your said Oratours Tenants and ffarmours who occupie the said Manno^{rs} landes and premisses or some *parte* thereof to pay their rents now |
30. due vnto your said Oratour vnto him the said Bonham Norton contrarie to all right equitie and good conscience, & to your Oratours great losse hinderaunce and vtter vndooing In tender |
31. consideracōn whereof and forasmuch as your Oratour by the strict Course of the Comon law is vtterlie remedillesse in the premisses vnlesse your Lo^{pps} accustomed ayd (accordinge |
32. to equitie and Conscience) bee vnto yo^r Oratour in this behalf extended May it therefore please your good Lo^{pp} (the said premisses considered) to graunte vnto your said Orato^r |
33. the Kinges Ma^{tes} most gracious writt of Subpena to be directed vnto the said Bonham Norton comaundinge him thereby at a certaine daie and vnd^{er} a certaine paine therein to be |
34. lymitted to be and personally appeere before your good Lo^{pp} in his Ma^{tes} high Courte of Chauncery, then and there vpon his corporall oathe to annswere all and everie the |
35. said matters and premisses. And also that your good Lo^{pp}. wilbee lykewise pleased to graunt vnto your said Oratour the Kinges Ma^{tes} most gracious writt of Iniunction to be |
36. directed vnto the said Bonham Norton and all clayminge by or vnder him comaundinge them and every of them thereby quiettly to *permitt* and suffer your said Oratour his tenanets |
37. and ffarmo^{rs} of the said Manno^{rs} lands and premisses to occupie and enioie the same vntill the cause shalbee heard, or otherwise ordered in this honno^{ble} Courte And furth^{er} |
38. to stand to such further Order and direction herein as vnto your honno^{ble} Lordshipp shall seeme to stand wth equity and good Conscience. And your Orator shall daylie pray [word].

[Endorsed:] Ph: Gerard.

[FINIS]

(2) Bonham Norton's answer

[Endorsed:] 15 April 1623

The Answer of Bonham Norton Esquier defendant, |
to the Bill of Complaynt of Robert Barker Esquier Complainant |

1. The said defendan^t by protestacōn not acknowledging or confessing any thing in the said bill of Complaynt contayned to be good Iust & true in such sorte manner &

forme As the same is therein sett forth & alleadged other then such as is herein [3 words illegible] |

2. to be good iust & true saith That the said bill of *complaint* in the materiall poyntes thereof is very vntrue & is (as this *defendant* taketh it) contryved & exhibited by the said *Complainant* against this *defendant*^t rather of malice & sett purpose [2 words illegible] |

3. this *defendant*^t & to putt him to vnnecessary charges & expences in the lawe otherwise then for any good cause or iust ground of sute, Neuerthelesse this *defendant*^t saving vnto himself now & att all tymes hereafter all advantages & benefite of [2 words illegible] |

4. incerteinties & insufficiencies of the said bill of *complaint* for answer vnto so much thereof as materiall concerneth him this *defendant*^t answereth & saith That true it is as this *defendant*^t verily beleueeth That the said *Complainant* about a yere last past [word illegible] |

5. seited in his demesne as of ffee of & in the Manno^r or cheefe Mansion howse of Tyle place also Tyles place also Manno^r of Tyles place wth thappurtennances in the bill mencōned as in the said bill of *complaint* is sett forth & declared [2 words illegible] |

6. That the said *Complainant* was then possessed for diuerse yeres yett enduring of & in the Manno^r of Hallowford also Halforde wth thappurtennances in the bill mencōned Howbeit this *defendant*^t saith that the said *Complainant* as this *defendant*^t verily beleueeth was the [word illegible] |

7. lawfully possessed thereof for diuerse yeres then & yett enduring And this *defendant*^t further saith That the said *Complainant* being as this *defendant*^t taketh it so thereof possessed & this *defendant*^t att the request & for the only debt of the said [word illegible] |

8. standing ioyntly & seuerally bound wth him the said *Complainant* (amongst other obligacōns to other persons) by one obligacōn bearing date the thirteenth day of october in the twelueth yere of the Kings Ma^{tes} reigne that now is vnto [word illegible] |

9. Plomer Citizen & Marchaunt tayllo^r of London in three hundred pounds w^{ch} Condicōn therevpon endorsed for the true paymen^t of two hundred & ten poundes to the said Edmond Plomer his executo^{rs} administrato^{rs} or assignes [3 words illegible] |

10. day of Aprill next ensuing the dates of the said obligacōn & by one other obligacōn bearing date the Second day of Nouember in the said twelueth yere of his Ma^{tes} reigne vnto Thomas Browne gent an three hundred pounds [word illegible] |

11. for the paymen^t of twoe hundred & ten poundes fto the said Thomas Browne on the ffiveth day of May next ensuing the date of the said last mencōned Obligacōn hee the said *Complainant* by one Indenture bearing date the [word illegible] |

12. November in the said twelueth yere of this Ma^{tes} reigne did for the security Indempnity & discharge of this *defendant*^t of for & concerning the said twoo obligacōns & other obligacōns in the said Indenture mencōned & all [word illegible] |

13. money therein & in the Condicōns thereof seuerally mencōned contayned or ?specifeid & fully & cleerely graunt bargayne sell alien assigne & sett ouer vnto this *defendant*^t his executo^{rs} & assignes the said Manno^r of Hallowford also Halforde |

14. appurtennances & all the estate & estates rights titles Interests vse possessōn rents reuersion & reuercōns clayme terme & termes of yeres then to come & demand whatsoever of him the said *Complainant* of in & to the same In w^{ch} Indenture now [word illegible] |

15. proviso or Condiçõn to this effect vizt That if the said *Complainant* should pay (amongst other *sommes* & other *persons*) to the said Edmond Plomer the full *somme* of twoe hundred & ten poundes on the said ffifteenth day of April the [word illegible] |

16. & also to the said Thomas Browne the full *somme* of twoe hundred & ten poundes on the saide ffiveth day of May then also next comying According to the seuerall teno^{rs} purporth & true meanings of the Condiçõn & Condiçõns of [word illegible] |

17. Obligacõns respectiuely And in full discharge of the same seuerall Obligacõns & euery of them & of all *somme* & *sommes* of money in them & in the Condiçõns of them & euery of them seuerally mencõned contayned or *specifeid* And wth [2 words illegible] |

18. afor in the paymen^t of the said seuerall *sommes* of twoe hundred & ten poundes or of any of them or of any *part* or *parcell* of them or of any of them contrary to the forme afforesaid That then the said Indentures should be void or ?discharged [word illegible] |

19. remayne & abide in full force strength & vertue absolute without any Condiçõn Anything in the said Indenture contayned to the contrary thereof in any wise notwithstanding As by the same Indentures [word illegible] |

20. therein contayned wherevnto this defendan^t for the more certeinty thereof referreth himself more att large appeareth And this defendan^t further saith that the said *Complainant* did not pay to the said Edmond Plomer & Gerrard ?or ?to |

21. either of them the said seuerall *sommes* of twoe hundred & ten poundes a peece or either of them or any *part* thereof att the seuerall daies mencõned in the said prouiso or Condiçõn or att any tyme sithence By reason whereof the said [2 words illegible] |

22. this defendan^t taketh it became absolute & this defendan^t by vertue thereof absolutely possessed of the said Manno^r & other the premisses thereby graunted & assigned to this defendan^t as aforesaid Howbeit the said *Complainant* still receaued the [3 words illegible] |

23. the same Manno^r & premisses And this defendan^t further saith that in or about the Moneth of November 1619 he being absolutely possessed of the said Manno^r & premisses as aforesaid the said *Complainant* agreed That if this defendan^t would become bound wth [3 words illegible] |

24. hundred poundes more That then the *Complainant* would cause one Robert Sharpe tenant of the said Manno^r & premisses to attorne & become tenant vnto this defendan^t And that then also the said *Complainant* should forthwith sufficiently assure [2 words illegible] |

25. the aforesaid Manno^r of Tyle place for this defendan^{ts} securitie Indempnity & discharge aswell of the said moneyes due to the said Plomer & Browne by vertue of the said Obligacõns also of the said sixe hundred pounds [2 words illegible] |

26. defendan^t should become bound wth him as aforesaid Hee this defendan^t giving the said *Complainant* a Covenant or defeazaunce that if the said *Complainant* payd the said *sommes* of money due to the said Plomer & Browne & the said sixe hundred pounds [3 words illegible] |

27. should become bound wth him as aforesaid & thereof discharged this defendan^t That then this defendan^t should reconvey the said Manno^r of Tyle place & other lands by him to be assured asaforesaid as also the said Manno^r of Hallowford also ?Halforde |

28. & other the premisses whereof this *defendan^t* was possessed as aforesaid And therevpon this *defendan^t* att the request & for the only debt of the said *Complainant* & as his surety became bound wth him the said *Complainant* for the said sixe hundred poundes [word illegible] |
29. hereafter expressed viz^t by one obligacōn bearing date the fiue & twentieth daie of Nouember 1619 vnto Sebastian Harvey Knight Citizen & Alderman of London in fiue hundred poundes wth Condicōn endorsed for the [3 words illegible] |
30. hundred & fifteene poundes on the seauen & twentieth day of may next ensuing the date of the same obligacōn & by one other obligacōn bearing date the Nyne & twentieth day of November 1619 to Dame [2 words illegible] |
31. wydowe in sixe hundred poundes wth Condicōn endorsed for the paymen^t of three hundred & fifteene poundes on the first day of June next ensuing the date of the same obligacōn As by the same obligacōn & [3 words illegible] |
32. this *defendan^t* also for more certeinty referreth himself more att large appeareth But this *defendan^t* saith that the said *Complainant* did not according to the said agreemen^t assure to this *defendan^t* the said Mannor of Tyle Place [word illegible] |
33. lands aforemencōned Neither did he pay the said *sommes* of money due to the said Plomer & Browne as aforesaid Nor the said *sommes* of money due to the said S^r Sebastian Garbey & Lady ?Swynerton [4 words illegible] |
34. Nor discharge this *defendan^t* of or from the same But this *defendan^t* to his great losse & hinderan^{ce} was enforced to pay or giue securitie & satisfaccōn for the same *sommes* & euery of them & for diuerse other *sommes* <of money> growen due for [2 words] |
35. forbearance thereof And therevpon this *defendan^t* tooke vpp all the bondes wherein the said *Complainant* & this *defendan^t* were bound for the same to the seuerall persons before named & hath all of the same bonds ready to shewe to this |
36. ho^{ble} Courte whereby the said *Complainant* is thereof discharged Neuerthelesse the said *Complainant* did still receaue the rents & proffitts of the said Manno^{ts} & premisses Howbeit this *defendan^t* thereupon sealed a [2 words illegible] |
37. the tytle of the said Manno^r of Hallowford also Halford & caused an accōn concerning the same to be brought att the *commen* lawe And therevpon the said Robert Sharpe exhibited his bill of *Complaint* in this Courte ?before |
38. this *defendan^{ts}* proceedinge att the *commen* lawe & thereby putt this *defendan^t* to great charges Yett neuerthelesse this *defendan^t* so farre proceeded in his said suite att the *commen* lawe as that the same was ready for a tryall & should ?then |
39. byne tryed before the Lord cheefe Iustice of the Kinges Benche in the County of *Middelsex* in the end or shortly after Trinity terme last But after this *defendan^t* had to his great charges feed & instructed his Councell & the cause was to be |
40. tryed wthin twoe howers yt was then by the Mediacōn of S^r Henry ffynch Knight his Ma^{ty} Serueant att lawe of Councell wth the said *Complainant* or the said Sharpe & S^r John Walter Knight the princes Attorney of Councell wth this *defendan^{ts}* agreement |
41. betweene the said *Complainant* & this *defendan^t* that this *defendan^t* should forbear his tryall att that tyme And for such moneyes as this *defendan^t* had payd for the said *Complainant* (being allowed vse & consideracōn for the forbearaunce thereof) should give |
42. the said *Complainant* some reasonable tyme for the repaymen^t thereof to this *defendan^t* And that this *defendan^t* for his securitie of repaymen^t therof accordingly should haue sufficiently & perfectly assured vnto him the said Manno^r of |

43. Tyle place & the said Manno^r of Hallowforde also Halforde And accordingly this defendan^t forbare his tryall att that tyme in hope that the said Complainant would haue assured the said Manno^{rs} to this defendan^t according to the ?said ?agreement |

44. But the said Complainant delayed & refused to doe the same Insomuch as this defendan^t to his great charges was enforced agayne to procure the said Cause to be appoynted to be tryed att the Kinges Bench barre in ?Westminster |

45. the end of Michaelmas terme last. Shortly before wch tyme so appoynted for such tryall the said Complainant did then consent to seale the said assurances vnto this defendan^t So as this defendan^t would giue him tyme for there paymen^t of ?the ?said |

46. moneyes vntill the seuteenth day of March then next following wch this defendan^t yealded vnto, And therevpon this defendan^t deliuered vnto the said Complainant an Accompt or Note in wryting & made it appeare vnto him [2 words illegible] |

47. defendan^t had payd for the debt of the said Complainant the said fower seuerall sommes of twoe hundred & ten pounds & twoe hundred & ten poundes & three hundred & fiteene pounds & three hundred & fiteene pounds in all the sommes of one thousand & [2 words illegible] |

48. & that the vse & consideracōn of the said one thowsand pounds payd by this defendan^t & due for the same from the tyme that the same was payd by this defendan^t vntill the said seauteenth day of March amounted to twoe hundred forty & fiue pounds [word illegible] |

49. & the Interest of the said fiftie pounds & other vse moneyes paid by this defendan^t for the said one thowsand pounds amounted to the somme of eight & thirty pounds more or thereabouts And ~~that~~ this defendan^t had [4 words illegible] |

50. of lawe concerning the said Manno^r of Hallowford also Halforde & premisses the somme of twenty pounds more or thereabouts All wch said sommes doe amount vnto one thowsand three hundred fiftie & twoe poundes or thereabouts [word illegible] |

51. said Complainant ought in all right & equitie to haue paid & satisfied the same vnto this defendan^t But the said Complainant would not allowe thereof or consent to seale the said assuranuces vnlesse this defendan^t would [word illegible] |

52. of twelue hundred poundes wch this defendan^t for quietnesse sake & to avoyd further suite & troubles was content to doe, Soe as this defendan^t lost by the Complainant in that Reckoning the somme of one hundred & fiftie pounds or |

53. thereaboutes And therevpon the said Complainant did by one Indenture Baring date the Nyne & twentieth daie of November now last past bargayne sell demise & graunt vnto this defendan^t the said Manno^r of Tyle place [word illegible] |

54. terme of thirty yeres then next following if the said Complainant should so long liue In wch Indentures one prouiso that if the said Complainant should pay vnto this defendan^t his executors administrato^{rs} or assignes the somme of [word illegible] |

55. hundred poundes on the seauententh day of March then next ensuing & nowe last past That then the said bargayne sale ?drauft & graunt to be voyd As by the same Indenture wheerevnto this defendan^t for the more certeinty referreth |

56. himself more att large appeareth And therevpon also the said Complainant for the better assuring of the said Manno^r [3 words illegible] of Hallowforde also Halforde vnto this defendan^t did cause the said Robert Sharpe being ?now of the |

57. Manno^r [word illegible] ?attorne [word illegible] vnto this defendan^t Whereupon this defendan^t by one other Indenture bearing date the said Nyne & twentyith day of Nouember now last past did vnder the promise & Condicōn in the same Indenture expresse [2 word illegible] |

58. sell reassure & sett ouer vnto the said *Complainant* the said Manno^r of Hallowfordes Halforde & all this *defendan^{ts}* estate terme & demaund of in & to the same In wch Indenture also is one prouiso or Condiçõn to this effect vizt that of the said [word illegible] |
59. should not pay vnto this *defendan^t* his executors *administrato*r assigns the full somme of eight hundred pounds on the seauenteenth day of March then next ensuing & now last past That then the same Indenture & the graunt bargayne [word illegible] |
60. & reassignem^t thereby made to be vtterly void & of none effect Anything whatsoeuer to the contrary thereof in any wise notwithstanding As by the same Indenture wherevnto this *defendan^t* also for the more certeinty thereof referreth himself [2 words illegible] |
61. also appeareth And this *defendan^t* further saith that the said *Complainant* or any other on his behalf did not pay the said seuerall sommes of foure hundred poundes & eight hundred poundes or either of them or any *part* or *parcell* of them or either of them or their said seruants [word illegible] |
62. of March now last past or att any tyme before or since By reason whereof as this *defendan^t* taketh it the said Indenture made & by the said *Complainant* vnto this *defendan^t* of the said Manno^r of Tyle place as aforesaid is become absolute and the said Indenture [word illegible] |
63. *defendan^t* vnto the said *Complainant* of the said Manno^r of Hallowford also Halforde as aforesaid as become void & this *defendan^t* by meanes thereof as he taketh it is become absolutely possessed of the said seuerall Manno^{ts} & *premisses* And the [4 words illegible] |
64. [word illegible] seauenteenth day of March now last past sealed [word illegible] of Attorney to Thomas Talbott this *defendan^{ts}* seruant & sent him to enter vpon the said Manno^{ts} & lands & to demaund & receaue of the tenants thereof their rents [4 words illegible] |
65. of the blessed virgin Mary now last past And the said Talbott (as he hath told this *defendan^t*) did accordingly enter vpon the said Manno^{ts} & landes & demaund the said rents But as he likewise told this *defendan^t* some of the said tenants seruaunts [3 words illegible] |
66. some answered that the said *Complainant* had receaued of them & gotten into his hands the same rents long since & before the same were due So as this *defendan^{ts}* said seruant could not gett or receaue any rent of the said Tenants [4 words illegible] |
67. the said *Complainant* to make or seale any condiconall lease or assurance vpon any trust confidence or otherwise other then as aforesaid And this *defendan^t* confesseth that there hath diuerse great & weighty dealings formerly & past [5 words illegible] |
68. ?And with this that the moneyes for wch this *defendan^t* stood engaged wth the said *Complainant* are truely paid or satisfified by this *defendan^t* as before in this *defendan^{ts}* answere is sett forth & declared And this *defendan^t* saieth that true it is that [7 words illegible] |
69. ?this assignee was quietly & peaceably to haue hould & enjoy the said Mannors lands & *premisses* wth thappertenances vntill the said seauenteenth day of March now last past & vntill default should happen to be made of the said [6 words illegible] |
70. [word illegible] same leases & assurances whereunto this *defendan^t* for the more certeinty thereof referreth himself appeareth And this *defendan^t* saith That the said *Complainant* did accordingly enjoy the said Mannors lands & *premisses* for ought this *defendan^t* knoweth to the contrary howbeit [6 words illegible] |

71. [2 words illegible] *permitt* & suffer this *defendan^t* to receave or that this *defendan^t* did receave diuerse or any *sommes* of money wch did growe due vnto the said *Complainant* or any money att all due or belonging to the said *Complanant* Or that the said *Complainant* [6 words illegible] |
72. [word illegible] or satisfied to this *defendan^t* any *somme* or *sommes* of money att all for or towards the *paymen^t* of the said *seuerall* *sommes* of fower hundred pounds & eight hundred pounds or either of them Or that the said *Complainant* entreated this *defendan^t* wth any money [6 words illegible] |
73. [word illegible] engagements all or any *somme* or *sommes* of money due to this *defendan^t* from the said *Complainant* As in the said bill is vntruelly surmised And therevpon this *defendan^t* saieth that true it is that this *defendan^t* doth disquiett & Interrupt the said *Complainant* [5 words illegible] |
74. [2 words illegible] of the *premisses* & challengeth the said *Manno^{rs}* & *premisses* as his owne & giueth out that he hath an absolute estate thereof & that the same are forfeite vnto this *defendan^t* for the nonpaymen^t of the said *xiith* as lawfull for this [5 words illegible] |
75. [2 words illegible] that he hath now in his hands any deede evidences *lettres* patents leases or wrytinge touching or concerning the said *Manno^{rs}* & *premisses* to this *defendan^{ts}* knowledge Howbeit this *defendan^t* confesseth it to be true that he had diuerse [3 words illegible] |
76. [2 words illegible] concerning the *premisses* in his hands But this *defendan^t* did heretofore deliuer the same vnto Joyce Norton this *defendan^{ts}* Neece for security of *paymen^t* of the porcõn of Lucie Wright daughter in lawe of the said ?Joyce ?being lately [2 words illegible] |
77. [2 words illegible] for this *defendan^t* to doe as he hopeth the porcõn lost the said Lucie being due & payable by & from this *defendan^t* And this *defendan^t* deneth that he doth thirst or desire to gett or obteyne the *Complainants* said *Manno^{rs}* & landes wthout any law [3 words illegible] |
78. [2 words illegible] gyuen or to be giuen the same As in the said Bill is vntruelly surmysed ffor this *defendan^t* conceaueth that the said *Manno^{rs}* & landes (for so long tyme as this *defendan^t* is to hould the same by the said assurances) are not [3 words illegible] |
79. more than the said ?*xii^{li}* due to this *defendan^t* as aforesaid Neuerthelesse (for the satisfacon of this Hoble Courte touchinge the *Compltainants* complaynt in that behalf) this *defendan^t* saieth that if the said *Complainant* will pay this *defendan^t* the [2 words illegible] |
80. poundes with damages for the forberance hereof wthin some short tyme (for this *defendan^{ts}* occasions be such as he cannot forbear the same any long tyme) That then this *defendan^t* will reassure the said *Manno^r* lands & *premisses* [4 words illegible] |
81. And therefore if the said *Complainant* shall refuse to doe the same This *defendan^t* hopeth this Hoble Courte will not releuee the said *Complainant* concerning the *premisses* but dismisse this *defendan^t* And this *defendan^t* denyeth that he hath made diuerse or any entries [word illegible] |
82. the said *Manno^{rs}* lands & *premisses* or secretly ?vntruelly or otherwise made or contryved diuerse or any secrett <or> fraudulent [word illegible] estates of & in the said *Manno^{rs}* lands & *premisses* or any entries or estates att all otherwise than as aforesaid ?Howbeit |
83. this *defendan^t* confesseth that he doth labo^r & endeauo^r to perswade & inforce the said *Complainants* tenants & farmers to pay the rents now due to this *defendan^t* as

lawfull is for him to doe as he hopeth Neither that that the same is contrary to [word illegible] |

84. equitie & good conscience As in the said bill is vntruely surmised And without that that any other matter or thing in the said bill of *complaint* containd materiall or effectuall in the lawe to be answered vnto by this *defendan^t* & [2 words illegible] |

85. not sufficiently answered vnto confessed & avoyded *trauersed* or denyed as true All wch matters & things this *defendan^t* is ready to averre & proue as this hoble Courte shall acorrde & humbly prayeth to be hence out dismissed wth his costs [word illegible] |

86. behalfe wrongfully sustayned.

[Endorsed:] [illegible]