14. *Robert Garth* v. *Sir Benjamin Tichborne and Elizabeth Garth*

14.1 *Parchment Bill of Complaint* *20 November 1602* *REQ 2/210/17, m. 3*

To the Queens moste excellent majestie

In most humble wise complayninge sheweth unto your moste excellente majestie, your true and faithfull subject Robert Garth of Chauncery Lane in the countie of Middlesex, esquire, that wheras aboute three quarters of a yeere laste paste greate discorde and variance did arise and growe betweene your said subjecte and Elizabeth his wife, daughter of Sir Benjamen Tichborne of Cheriton in the county of Southampton, knight,[461] soe as they coulde not live togeither in that peace and quietnes as is and was fitt to be betweene man and wife. Wheruppon, aboute the firste of Aprill laste, att the earneste requeste and instance of the saide Sir Benjamen and by the mediation of Mathewe Carew, one of the maisters of your highnes courte of Chauncery,[462] it was fully concluded, condiscended, covenaunted and agreed by indenture made by and betweene your said subjecte of th[e] one partie and the saide Sir Benjamen and Elizabethe of th[e] other partie (one parte of which indenture subscribed with the handes and sealed with the seales of the said Sir Benjamen and Elizabeth was delivered to your said subjecte as their deede and the other parte sealed with the seale of your saide subjecte was delivered to the saied Sir Benjamen) that your subject shoulde and might from thenceforth live aparte by himself without lett, trouble, interruption or molestacion of the saide Elizabethe.

And wheras your saide subject had, before the makinge of the said indenture by agreement of the saide Sir Benjamen, delivered unto the handes of the saide Mathew Carew the somme of five hundreth poundes of laufull Englishe monie and had procured the

[461]For Benjamin Tichborne (*c.*1542–1609; ktd. 14 September 1601), see A.M. Marmidière, 'Tichborne, Sir Benjamin', in *History of Parliament 1558–1603*; Shaw, *Knights*, vol. 2, p. 99.

[462]Sir Matthew Carew, educated Trinity College, Cambridge (BA 1548 and Fellow 1551), LLD (Louvain), appointed Master in Chancery 1583, ktd. 23 July 1603. See Squibb, *Doctors' Commons*, p. 154; Brian P. Levack, *The Civil Lawyers in England 1603–1641: a political study* (Oxford, 1973), p. 217.

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saide Mathew and James Cromer esquire[463] to become bounde by recognizance acknoledged in Chauncery[464] to the saide Sir Benjamen in the somme of one thousande pounds for the payment of the saide five hundreth pounds to the said Sir Benjamen att the half yeers end, it was then concluded and agreed that your said subject shoulde deliver the said recognizance to the saide Sir Benjamen and alsoe that your saide subject shoulde become bounde to the saide Sir Benjamen by obligacion in the somme of one thousand poundes for the paiment of five hundreth poundes more to the saide Sir Benjamen in or aboute the seconde daie of November then nexte comminge. All which saide sommes it was by the saide indenture agreed and covenaunted that the saide Sir Benjamen shoulde emploie and putt forthe to the best profitt and encrease therof, and to and for the maintenance and behoofe of the saide Elizabeth, and preserve the stocke to her use.

And further your saide subject did covenaunte by the said indenture to paie yeerlye to the said Sir Benjamen, or to the saide Elizabeth, five poundes and tenn shillings duringe the joint lives of your saide subjecte and the saide Elizabeth. And the saide Sir Benjamen in consideracion therof did covenaunte, in and by the saide indenture to and with your saide subjecte, that your saide subjecte shoulde not in anie wise be molested, vexed or troubled by or for the saide Elizabethe, or by anie other on her behalfe, and that your saide subject shoulde and might live aparte by himself without lett, trouble or molestacion of the said Elizabeth. And that the lands and tenements wherof your saide subject was or should be seised of anie estate of inheritance duringe the coverture betweene your subjecte and the saide Elizabeth should not be chardged with anie dower, joynture or title of dower which the saide Elizabeth had or shoulde or mighte have or claime of, in or to the same or anie parte therof. And that the heires and assigns of your saide subjecte should not be chardged by the said Elizabeth or by her meanes with anie dower or joynture after the deathe of your said subject. And that the said Elizabeth should not have, aske or sue, vexe, trouble or impeach your said subject for anie other portion, somme of monie, maintenaunce, exhibition or allowance of anie expences whatsoever. And that yf your saide subjecte and Elizabeth shoulde att anie tyme afterward live and cohabite togeither, then the saide Sir Benjamen shoulde paie yeerlie to your saide subjecte all the intereste and provent[465] which shoulde come yeerlie of the imployance

[463]Probably James Cromer (later Sir James) of Tunstall, Kent, who married Matthew Carew's daughter Martha.

[464]No entry for this recognizance appears in the manuscript calendars or the indexes of recognizances in the close rolls for 44 Elizabeth (or 43 Elizabeth).

[465]Produce or profits.

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of the said thousand poundes for and towardes the maintenance of the said Elizabeth, with divers other covenaunts and matters in the saide indenture contained, which your said subject for wante of his parte of the said indenture cannot expresse and sett downe, neither can trulie and certainlie declare and deliver the very tenor and purporte of the above mentioned covenaunts and agreements in such manner as in the said indenture they be sett forthe, and therfore in this behalf referreth himself to the saide indenture.

And your said subject further shewethe to your highnes that after the saide indentures made your said subject, in performance of such agreements in the said indenture specified as on your subjects parte were to be performed, delivered to the saide Sir Benjamen the said recognizance of one thousand poundes knoledged by the saide Mathew Carew and James Cromer, and since that tyme the saide five hundreth pounds hath beene paide to the saide Sir Benjamen by the saide Mathew Carew with interest for forbearance therof in the meanetyme. And alsoe your saide subjecte became bounde by obligacion to the saide Sir Benjamen in the some of one thousand poundes for paiment of the saide other five hundreth pounds to the said Sir Benjamen upon or aboute the saide seconde daie of November, and which said five hundreth pounds your saide subjecte hath longe since and before the daie sattisfied to the saide Sir Benjamen and dischardged and receaved back the saide obligacion of one thousand pounds. And further hath bestowed uppon the saide Elizabeth divers rings, jewells, plate, linnen and houshould stuffe over and besides the sommes of monie aforsaid, and also sente his servants unto the said Elizabeth to knowe whether there were anie other things she weere desirous to have, whoe returned aunswere that she did not desire anie thing ells[e].

And wheras since the makinge of the said indenture of covenaunts William Brock esquire,[466] by his indenture under his hand and seale, did covenaunte to paie yeerlie unto the saide Elizabeth the saide annuall or yeerlie rent of five pounds & tenn shillings and to dischardge your subjecte therof, now, so yt ys yf itt maie please your excellente majestie that the saide Sir Benjamen & Elizabeth, nothinge regardinge the covenaunts & agreements aforsaide, & meaninge nothinge ells[e] but deceipte, fraude and unjuste dealinge & to abuse your saide subjecte, have since the said agreements made, & since performance of all things which on your saide subjects parte was agreed by the said indenture to be performed, confederated and complotted to bereave and defraud your subject of his parte of the said indenture & of the benefitt of

[466]William Brocke or Brooke, Sir Benjamin's son-in-law, adm. Inner Temple 1584 (bar 1593, bench 1605): see Prest, *Barristers*, p. 348.

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the covenaunts therof made by the saide Sir Benjamen to your saide subjecte. [And] soe to leave your subjecte & his estate and goods open to the spoile, rapine, troble & molestacion of the saide Elizabeth & to make your subjects inheritance chardgeable with the jointure and dower of the saide Elizabeth, which the saide Sir Benjamen was by his covenaunte to dischardge. And for that purpose the saide Elizabeth the xxiiijth daie of Auguste last, accompanied with manie disordered persons to the number of five or sixe, beinge all then servants of the saide Sir Benjamen or dwellers in his house att Cheriton aforesaid, beinge furnished with picklocks, chisells, axes and other instruments used for pickinge of locks and breakinge upe of dores came to the house of your said subjecte att Ouslebury in the countye of Southampton, your said subject being then absent att London, and with stronge hande hewed, picked & brake open divers of the dores, chests and locks of your said subjects house & threatned your said subjects servants, that yf they interrupted or molested her shee would make them repent it while they lived. [And] hewed open with axes a cabinett wher[e] the evidenc[e]s of your said subject used to lie & tooke from thence your subjects parte of the said indenture of covenaunts sealed with the seales of the saide Sir Benjamen & Elizabeth, & the saide indenture of covenaunts made by the said William Brocke to your saide subject for the yeerlie dischardginge of the said annuyty or yerly rente of v *li* x *s* & one writinge subscribed with the hand of the said William Brock, wherby he demised the barnes of the said house att Ouslebury to your subject and his assigns untill our Ladie day now next cominge,[467] for the riddance of the corne & haie there with free ingresse, egresse and regresse[468] in that behalf requisite, & also divers other evidenc[e]s & writings sealed concerninge the inheritance of your said subjecte, the certaine dates & contents wherof your said subject cannot sett downe. And tooke awaie a bagge of monie havinge tenn pounds in yt & divers other sommes of monie beinge then in the house of your saide subjecte & alsoe divers goods & chattles, beinge in truth the goodes of other men to whome your subject standeth chardgeable for the same, *viz*: vij peeces of plate, one dozen of silver spoones & a jewell with a peece of a unicornes horne[469] & five emeraldes in yt and the curtaines of a bedd of rich taffetie & divers other things which your saide subject cannot expreslie sett downe, but hopeth that the saide Elizabeth beinge to aunswere upon her oathe will confesse and expresse the same. And carryed all the same to the house of the saide Sir Benjamen att Cheriton aforsaide & there kepte and still

[467]25 March 1603.
[468]The right to enter, exit, and return to, or from, the barns and lands in question.
[469]Probably narwhal tusk: *OED*, 'unicorn's horn'.

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keepeth the same from your said subject by the aide, favour, privitie & maintenance of the said Sir Benjamen.

And your said subject further saith that the saide Sir Benjamen, before the saide outrage [was] done, was privie and wittinge of the intention of the said Elizabeth to come to the house of your said subject & to committ such outrage and misdemeanors as are before declared. And the said Sir Benjamen, the better to give waie to the said Elizabeths doings in that behalf, & to frame a pretence of beinge ignorant & unprivie therof, purposelie absented himself from his owne house the daie of the fact comitted to dine ells[e]where & was some fewe daies before the fact comitted, both by himself, his wife & Daniell Waight his man, or some of them, a secreat animator, procurer & perswader therof, and notwithstandinge openlie did saie himselfe woulde not meddle nor take notice of it. And after the fact done the said Sir Benjamen seemed to allowe therof to take pleasure in it & boasted of it & receaved the said goods and writings into his house and allowed them to be kepte there, or hath directed them to be kepte in some other places to th[e] entent your said subject shoulde by noe laufull meanes come by the same, & the said Sir Benjamen & Elizabeth or some other by their or one of their privityes hath suppressed & defaced the saide indenture of covenaunts, to th[e] entent the said Sir Benjamen should not by lawe stand chargable therwith.

And although your saide subject hath divers times in gentle sorte required the saide Elizabeth to deliver back to your saide subjecte the saide evidenc[e]s, writings, monie, plate, jewells & houshould stuffe & to discover where the same be, & also hath required the said Sir Benjamen to procure the said Elizabeth to make redeliverie therof, as by the covenaunts & agreements of the said indenture of covenaunts he is tied & bounde to procure, yet soe to doe the said Sir Benjamen & Elizabeth refuse, contrary to equitie & good conscience & contrary to the covenants & agreements of the saide indenture made betweene them & your saide subject & the true meaninge of the parties to the same. [And] threatneth to sue your said subject at the common lawe for the said annuity or yeerly rent of v *li* x *s* & the said Sir Benjamen forbideth & will not suffer such persons to whome your said subject hath sould the corne and haie lyinge in the barnes of the house aforsaid to carye the same awaie, but seeketh to spoile the same, to the great detriment of your said subject & of such to whome your subject hath sould the same & is bounde for the quiett enjoyinge therof.

And forasmuch as your said subject hath noe remedie to come by the said evidenc[e]s, writings, plate, jewells, goods & other houshould stuffe, bycause the said indenture of covenaunts made by the said Sir Benjamen unto your said subject is imbezeled & purloined from your subject as aforsaid, & the same are kept in such secreate & unknowne

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plac[e]s as your subject cannot come to seise them, neither can your subject directlie chardg[e] the said Sir Benjamen, nor anie other person, with the detainer therof, may it please your excellent majestie to graunte to your subject your gratious processe of privie seale to be directed to the saide Sir Benjamen & Elizabeth Garth, therby comaundinge them personallie to appeare before your majestie in your honorable courte of Requests att a certaine daie ther[e]in to be limited, then & there to aunswere unto the premisses & to declare what writings & goods weare soe taken awaie & where they be, & further to abide & receave such order & direction therin as to the maisters of your highnes said courte shal be therin taken accordinge to equity & good conscience. And your said subject shall dailye praie unto God for your longe preservacion, continuance & stabillitie of your majesties most happie reigne.

Tho: Cæsar[470] Tho: Flemyng[471]

[*m. 3v*]
[*Endorsed*] *xx die Novembris anno regni regine Elizabethe &c xlv per warantum in charta*[472]
Exemplified[473]
[*In another hand*]
Octavo die Novembris anno regni regis Jacobi Anglie Frauncie et Hibernie octavo et Scotie quadragessimo quarto 1610
Fiat exemplificata billa et responsum infra specificatum sub privato sigillo et hoc ad instantiam et humilem petitionem Willelmi Brock armiger[474]
Daniell Dun[475]

14.2 *Parchment Answer* *28 January 1603* *REQ 2/210/17, m. 2*

The severall answere of Sir Benjamyn Tichborne knight, one of the defendants, to the bill of complainte of Robert Garthe, gentleman, complainant.

[470]Thomas Caesar, Julius Caesar's brother, b. 1561, adm. Inner Temple 1582 (bar 1591, bench 1607), ktd. 25 June 1610, d. 18 July 1610. See E.L.C. Mullins, 'Caesar, Sir Thomas', in *History of Parliament 1558–1603*; Foss, *Judges*, vol. 1, p. 148.

[471]Probably Thomas Fleming of Southants, adm. Lincoln's Inn 22 March 1590 (special admission 25 March). He was the son of Thomas Fleming of Hants, adm. to the same Inn 12 May 1567. See *Lincoln's Inn Admissions*, pp. 75, 110.

[472]'20 November 1602. By warrant on paper'.

[473]Copied.

[474]'8 November 1610. Let copies of the bill and answer specified below be sent under privy seal at the request and humble petition of William Brock esquire'.

[475]Daniel Dunn, Master of Requests 1602–1617 (see Appendix 2).

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The saied defendant by protestacion saieth that the saied bill of complainte is verie slaunderous & untrue concerning him this defendant, & is alsoe in the materiall partes therof imperfect & as this defendant taketh it insufficient in the lawe to be aunswered unto, and framed by the complainant against this defendant of meere malice to put this defendant to wrongfull & unjuste vexacion & expenses & without all color, in this defendants understandinge, of substance or matter to calle him the saied defendant in question in this honorable court.

All advantages nevertheles & cawses of excepcion to the saied slaunderous, ymperfect & insufficient bill to the saied defendant nowe & at all tymes hereafter saved, for aunswere to soe muche thereof as doth towche or concerne him this defendant, he saieth that the saied complainant, havinge maried the saied Elizabeth this defendants daughter in the bill named, with whome this defendant gave in mariage to the complainant the some of one thowsande poundes lawfull Englishe monie, & alsoe conveied unto the complainant an estate of inheritance in landes to the value of twoo hundred poundes or therabouts, besides juells & apparell of good value which this defendant provided & furnished the saied Elizabeth of to his great chardge, which great porcion this defendant did geeve & bestowe upon the complainant in hope of preferment & advancement of his saied daughter, the complainant beinge a man of good estate & then in shewe of discreat & honest behaviour & cariage.

But the complainant, as it seemeth onelie coveting the monie & porcion aforesaid, without all Christian regarde, dutie or love unto the saied Elizabeth his wief, did after the saied entermariage betwene them by all undue & dishonest meanes most unjustlie & dishonestlie seeke & endevor the disgrace, defamacion & discreditt of the saied Elizabeth, his wief, of sett purpose & intente, as this defendant verelie beleeveth, to gaine the saied mariage monie & porcion to himselfe & to be againe freed from the societie & companie of the saied Elizabeth, his wief, which he nothinge at all, as far as this defendant is nowe verelie perswaded, desired or esteemed. [And] to that ende the saied complainant lived verie unquietlie with the saied Elizabeth his wief & manie waies abused her, & alsoe sought to defame her by lewde & untrue speeches & further, havinge been formerlie distracted[476] as was reported unto this defendant, shee the saied Elizabeth did oftentymes by reason thereof, & of his furious behaviour towardes her, stande in feare of her life, as the saied Elizabeth enformed this defendant. [And] the saied complainant still continewinge his untowarde & unchristianlike behaviour unto the saied Elizabeth,

[476]Agitated, troubled, or torn by dissension (*OED*).

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without anie reformacion or redresse thereof, by the mediacion as this defendant taketh it of the saied Mathewe Carewe in the bill named, a writinge indented bearinge date in or aboute the last daie of Marche in the fower & fortieth yere of the raigne of our most gracious soverraigne ladie the Queenes majestie that nowe is,[477] was made & agreed upon betwene this defendant & the saied Elizabeth Garth, the complainants saied wief th[e] other defendant in the bill alsoe named, of th[e] one partie and the saied complainant of th[e] other partie, which is the indenture of agreement mente & intended in the complainants saied bill as this defendant taketh it. And this defendant saieth that in or by the same writinge indented it is covenanted, agreed & concluded by & betwene the saied parties to the saied indenture to this effect: that is to saie, that the saied Elizabeth, th[e] other defendant, shall live aparte by herselfe accordinge to the order & direccion of this defendant without lett, trowble or interrupcion of the complainant. And that the saied complainant shall & maie live aparte by himselfe without lett, trowble or interrupcion of the saied defendant Elizabeth, & neither to sue other for cohabitacion.[478]

And this defendant furder saieth that before the makinge of the saied agreement, as this defendant doth remember, the complainant did deliver unto the saied Mathewe Carewe in the bill named, by the consente of this defendant, the some of five hundred poundes of lawfull Englishe monie in satisfaccion of parcell of the porcion which the complainant had with the saied Elizabeth in mariage. And the saied Mathewe Carewe & James Cromer esquior in the bill alsoe named, as this defendant doth remember, did stande bounde in a recognizance of one thowsande poundes or therabouts acknowledged in Chauncerie, as this defendant thinketh, for the paiement of the saied five hundred poundes unto this defendant at a certaine daie or tyme in the condicion of the same recognizance mencioned, the certainetie whereof this defendant without sight of the same recognizance doth not nowe remember, but referreth himselfe to the same recognizance for the full & true certainetie of the same. And this defendant saieth that sithens the saied recognizance soe acknowledged, the saied five hundred poundes hath been paied unto this defendant by the saied Mathewe Carewe, or some for him, accordinge to the condicion of the same recognizance. And this defendant saieth that the complainant did alsoe become bounde unto this defendant by an obligacion in the some of one thowsande poundes or therabouts for the paiement of five hundred pounds more, beinge the rest of the porcion which the complainant had with the same Elizabeth in mariage aforesaied, at a

[477] 31 March 1602.
[478] An ecclesiastical court suit to enforce an absent spouse to return to the marital home.

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certaine daie or tyme in the condicion of the same obligacion alsoe mencioned, the certainetie whereof this defendant without sight of the same obligacion doth not nowe remember but referreth himsefe to the same obligacion & the condicion thereof, which saied obligacion the complainant confesseth himselfe to have receaved backe againe.

And this defendant furder saieth that the complainant hath satisfied unto this defendant the saied last mencioned some of five hundred poundes accordinglie. Which saied somes of monie are in & by the true meaninge of the saied writinge indented of agreement to be preserved & emploied to & for the onelie use & behoofe of the saied Elizabeth, th[e] other defendant, & for her maintenance duringe her life, and if the saied Elizabeth die without issue duringe the life of the complainant, then to the onelie benefitt & behoofe of this defendant. And in consideracion thereof, this defendant for his parte by the saied writinge indented of agreement doth covenant to & with the complainant to the effect followinge: that is to saie, that he the saied complainant, his heires, executors & assignes shall not at anie tyme hereafter be sued, vexed, trowbled, molested or ympeached by the saied Elizabeth, th[e] other defendant, or anie other for her or in her behalfe, for anie joynture, dower or title of dower which the saied Elizabeth, th[e] other defendant, hath or maie have in or to anie the landes, tenements or hereditaments whereof the saied complainant was, is or shal be at anie tyme seized duringe the coverture & mariage betwene the saied complainant & the saied Elizabeth, th[e] other defendant (other then for her jointure & dower or interest to certaine landes or grounds called Wichehalfe & Wills (beinge parcell of the landes conveied to the complainant upon the mariage as aforesaied)[)], nor for anie apparell, diett, maintenance, exhibicion[479] or allowance of anie expenses of the saied Elizabeth, th[e] other defendant, whatsoever.

And the saied complainant by the saied writinge indented did geeve & graunt to this defendant all suche jewells, braceletts, cheynes of golde, apparell, rings & furniture of the person of the saied Elizabeth, which shee the saied Elizabeth th[e] other defendant then had of the gifte or deliverie of the saied complainant or otherwise, the moste parte of them beinge before geeven by this defendant unto the saied Elizabeth in mariage with the complainant, to have & to hold the same to & for the benefitt of the same Elizabeth, th[e] other defendant. And if the complainant & the saied Elizabeth, th[e] other defendant, shoulde at anie tyme againe cohabite & live together as man & wief, then it is alsoe agreed by & betwene the saied parties, & he this defendant doth in & by the saied writing indented covenant to & with

[479]'Diet' means an allowance of food, 'exhibition' an allowance of money.

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the complainant, that the monie which shall thenceforth (*bona fide*) arise yerelie of the ymployance of the saied thowsande poundes, above all charges, shal be paied to the saied complainant for & towardes the maintenance of the saied Elizabeth, th[e] other defendant, soe longe as they shall continewe togeather, & that the same thowsande poundes shal be emploied to the best benefitt that it maie be (*bona fide*). And the saied complainant doth covenant & graunte to & with this defendant in & by the saied writing indented that he the saied complainant shall & will yerelie duringe his life paie to the saied defendant & his heires for the saied landes or grounds called Wichehalfe & Wills for the benefitt of the saied Elizabeth, th[e] other defendant, over & besides fiftie shillings rente yerelie dewe to this defendant for the same, the some of five poundes & tenn shillinges at the feasts of St Michaell th[e] Archangell & th[e] Annunciacion of our Ladie, by eaven porcions soe longe & untill the saied complainant be lawfullie evicted from the same, as in & by the saied writinge indented of agreement whereunto for the full certainetie of the same this defendant likewise referreth himselfe maie appeare.

And this defendant furder saieth that he this defendant was the more willinge & the rather drawne to geeve his consente to the saied agreement in the saied writinge indented conteyned for that this defendant was abused & deceaved concerning the joynture which was agreed upon by & betwene the complainant & this defendant to be assured unto the saied Elizabeth duringe her life in consideracion of her porcion before mencioned. For whereas it was agreed aboute the tyme of the mariage solempnised betwene the complainant & the saied Elizabeth his wief that the complainant should make a joynture unto the saied Elizabeth of divers landes & hereditaments of the complainant of the yerelie value of twoo hundred poundes by the yere, or therabouts, as this defendant doth nowe remember, parcell of which saied landes called or knowen by the name of Longwood farme were by the agreement aforesaied to be assured as in possession, discharged of all leases & estates, the perfectinge & makinge of which saied jointure & assurance this defendant did upon meere confidence & trust which he reposed in the complainant referre unto the saied complainant himselfe, he the saied complainant verie deceiptfullie havinge bought in a lease for manie yeres to come of the saied landes & hereditaments called Longwood in the countie of Southampton which he caused to be assigned over unto some frinde or frindes of his & not unto himselfe, did nevertheles assure the saied landes & hereditaments for parte of the jointure of the saied Elizabeth as landes & hereditaments in the complainants owne possession dischardged of the saied lease. By meanes whereof, the saied Elizabeth, th[e] other defendant, shoulde have had & receaved but onelie the some of three poundes by the yere

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for the same lands & hereditaments duringe the terme of the saied lease, the saied landes beinge well worth in possession the some of thirtie poundes yerelie or therabouts. And moreover, as this defendant hath been sithens enformed, the saied complainant had longe before made secreat conveiances of the other landes & hereditaments which the complainant assured for the jointure of the saied Elizabeth, & therebie the saied Elizabeth [was] in danger to have byn defeated of the greater parte of her joynture & maintenance if shee happen to overlive the complainant, which in all likelihood shee maie doo by coorse of nature manie yeres.

And this defendant for furder aunswer doth denie that he this defendant & the saied Elizabeth have confederated or complotted to bereave or defraude the complainant of his parte of the saied indenture, or of the benefitt of the covenants thereof made by this defendant unto the complainant, or to leave the complainant & his estate & goodes open to the pretended spoile, rapyne, trowble or molestacion of the saied Elizabeth, or to make the complainants inheritance chargeable to the jointure or dower of the saied Elizabeth, as in the complainants saied bill is verie untrulie alleaged. And this defendant for furder aunswere doth denie that the pretended owtrages & misdemeanours mencioned in the complainants bill, or anie of them, were done or committed by the privitie, direccion or appointment of this defendant, or that this defendant before the saied pretended owtrage don[e] was privie or wittinge to the intencion of the saied Elizabeth to goe to the howse of the saied complainant or to committ anie of the pretended owtrages or misdemeanours declared & suggested to be done in & by the saied bill of complainte.

And this defendant doth alsoe denie that he this defendant purposelie absented himselfe from his owne howse the daie of the pretended fact committed to dyne els[e]where, upon anie suche purpose or intencion as in the bill is suggested & alleaged, or to geeve waie to the saied defendant Elizabeths doings in that behalf, or to frame a pretence of beinge ignorant & privie thereof as in the bill is sett foorth & surmised. And this defendant doth alsoe denie that he this defendant before the pretended fact committed was by himselfe, his wief & Daniell Waite his man, or some of them, a secrete animator, procurer or perswader thereof, as in the complainants saied bill is slaunderouslie & untrulie alleaged. And without that, that after the pretended fact done the defendant seemed to allowe thereof, or to take pleasure in it, or boasted of it in suche manner as in and by the complainants saied bill is slaunderouslie alleaged, or that he this defendant receaved the goodes & writings in the bill mencioned into his howse & allowed them to be kepte there other then by reason of the saied Elizabethes beinge & remayninge in this defendants howse, by

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occasion whereof suche thinges as were taken by the saied Elizabeth (if anie were) maie unknowen to this defendant be brought into his howse.

And this defendant for furder aunswere doth denie that he this defendant directed the goodes & writings in the bill mencioned, or anie of them, to be kepte in anie other places or otherwise placed them to the intente that the complainant should by noe lawfull meanes come bye the same, as in the bill is untrulie sett foorth & alleaged. And this defendant for furder aunswere doth denie that he this defendant, or the saied Elizabeth, or anie others by the privitie or knowledge of this defendant, hath suppressed or defased the saied indenture of covenants in the bill mencioned, as in the bill is falselie surmised & suggested. And without that, that this defendant forbiddeth or will not suffer suche persons to whome the complainant hath solde the corne & haie lyinge in the barnes of the howse in the bill mencioned to carie the same awaie or seeketh to spoile the same or anie parte thereof, as in the bill is alsoe untrulie surmised & suggested. And this defendant for furder aunswere doth saie that he doth not knowe the certainetie of the writings or goodes, nor sawe anie of them to his best remembrance, which the complainant supposeth were taken awaie from him the saied complainant, or where they certainelie be. And without that, that anie other matter or thinge declared, alleaged or sett foorth in the complainants saied bill towchinge or concerning this defendant is true. All which matters & things this defendant is & will be readie to averre & prove as this most honorable court shall awarde, and praieth to be dismissed out of the same with his costes & damages in this behalf wrongfullie susteyned.

Jho: Denys[480]
Ric: Norton[481]
Fr: Harris[482]

[*m. 2v*]

Responsum Benjamyn Tychborne millitis defendentis ad sectam Roberti Garth armigeri xxviij die Januarij anno regni regine xlv[483]

Returned by Daniell Wayte, gentleman
Jurati[484]

[480]Presumably John Dennyes, adm. Gray's Inn 1576: see *Gray's Inn Register*, p. 49.

[481]Half a dozen Richard Nortons were admitted to the Middle Temple, Inner Temple Gray's Inn, and Lincoln's Inn between 1570 and 1602, making it difficult to make a positive identification.

[482]Perhaps Francis Harries of Clement's Inn, adm. Middle Temple 5 April 1578: see *Middle Temple Register*, p. 43. See also *Oxford Alumni*, p. 655.

[483]'The answer of Benjamin Tichborne knight, defendant, in the suit of Robert Garth esquire, 28 January 1603'.

[484]'Having been sworn'.

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14.3 *Parchment Answer* [*1603*] *REQ 2/210/17, m. 1*

The severall aunswere of Elizabeth Garthe, one of the defendants, to the insufficient bill of complainte of Robert Garthe, gentleman, complaynant.

All advantages & cawses of excepcion to the saied imperfect & insufficient bill to this defendant nowe & at all tymes hereafter saved, for aunswere to soe muche of the saied bill as towcheth or concerneth this defendant she saieth that, as shee thinketh, it was covenanted & agreed by certaine articles of agreement indented made betwene the saied Sir Benjamyn Tichborne knight, this defendants father in the bill named, & her this defendant of th[e] one partie & the saied complainant of th[e] other partie, to suche or the like effect as in the bill is alleaged, but for the more certainetie thereof shee referreth herselfe to the same articles of agreement indented. And for furder aunswere this defendant saieth that the complainant, after his entermariage with this defendant, lived verie unquietlie with this defendant, takinge occasion oftentymes to abuse her, the saied defendant, otherwise then was fittinge or decente for the husbande to behave himselfe towardes his wief, this defendant alwaies demeaninge herselfe verie obedientlie & dutifullie to the said complainant as became her, & did from tyme to tyme in hope of better usage of the complainant suffer & beare, to her great greif & discontentment, the wronges & injuries offred unto her by the saied complainant. Nevertheles the saied complainant, still persistinge in his frowarde & perverse humor & disposicion towardes this defendant, did in noe sorte cease his former coorses, but further endevored the disgrace & destruccion of this defendant by slaunderous defamation of her, this defendant, & manie other ungodlie practises offraige[485] violence unto this defendant, wherebie shee stoode in feare of her life, the particulers of which saied practises & endevors this defendant for modestie doth forbeare to mention in this honorable court. In regarde whereof, & for this defendants quiet & safetie, shee did yealde her consente to the saied articles of agreement before mencioned.

And this defendant for furder aunswere saieth & confesseth that in respecte of the saide complainants evill usage & harde measure manie waies offred unto this defendant, moste unkindelie sendinge this defendant from his house with onelie tenn shillings in her purse, or therabouts, & a paier of hose or shoes scarse worth the wearinge, she the saied defendant aboute the tyme in the bill mencioned, without the privitie, direccion or consente of the saied Sir Benjamyn Tichborne

[485]The act of offering or that which is offered.

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her father, th[e] other defendant in the bill named, did in peceable manner, beinge accompanied with her owne maide servant & twoo or three other persons whose severall names this defendant doth not nowe directlie remember, necessarie attendants, resorte & repaire unto the complainants howse at Owselburie in the bill mencioned. [And] havinge a hatchett then & there in the same howse delivered unto her by one of the servants of the saide complainant, as this defendant taketh it, this defendant with the same hatchett did breake open a staire foote dore & a cabinett, out of which saied cabinett this defendant did take a jewell which is saied to be a peece of unicornes horne, which the complainant had formerlie before that tyme geeven unto the saied defendant. And this defendant did alsoe take out of the saied cabinett, as she nowe remembreth, the saied twoo severall indentures of covenants & the saied writinge of demise in the bill mencioned, subscribed with the hande of the saied William Brock in the bill named, togeather alsoe with certaine other deades or writings which she founde therein, the certainetie, particulers or contents whereof this defendant doth not knowe, but for the full & true certainetie thereof referreth herselfe to the same deedes or writings themselves, which shee confesseth are in her custodie.

And this defendant furder saieth that within the saied howse shee, this defendant, founde divers keyes & with some of them opened a cheste, out of which cheste this defendant, as shee nowe remembreth, did take twoo smale silver boles, a smale tankerde of silver, twoo little saltesellers, a guilte cuppe, nyne silver spoones, a sute of olde taffatae curteyns yellow & blue beinge all of the value of twentie poundes or therabouts. And this defendant did alsoe breake open the dore of a closett in the same howse, out of which saied closett this defendant did take tenn pounds in monie in a bagge & five shillings in a paper, as shee remembreth, & certaine other deedes or writings sealed, the certaine dates, contents or particulers whereof this defendant doth not knowe, but for the full & true certainetie thereof shee alsoe referreth herselfe to the deades or writings themselves. And this defendant furder saieth that with the saied keys which shee, this defendant, then founde in the complainants saied howse, or with one of them, shee this defendant did open another chest, out of which saied chest this defendant did take a damaske table clothe and a dosen of damaske napkins. The which saied plate, goodes, chattells, deedes & writings & other things before mencioned this defendant did carie to the howse of the saied Sir Benjamyn Tichborne, th[e] other defendant, beinge her place of dwellinge & abode, & there keepeth the same.

And this defendant directlie saieth that shee this defendant did performe & execute all the said premisses without the privitie, direccion or consente of the saied Sir Benjamyn Tichborne, th[e]

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other defendant. And this defendant for furder aunswere doth denie that the said Sir Benjamyn Tichborne & this defendant confederated or complotted to bereave or defraude the complainant of his parte of the saied indenture, or of the benefitt of the covenants thereof made by the saied Sir Benjamyn Tichborne to the complainant, or to leave the complainant & his estate & goodes open to the spoile, rapyn,[486] trowble & molestacion of this defendant, or to make the complainants inheritance chargeable to the jointure & dower of this defendant, as in the bill is untrulie alleaged & suggested. And this defendant doth alsoe denie that shee this defendant came to the complainants saied howse accompanied with anie disordered persons, to her knowledge, to the nomber of five or sixe, or that this defendant or anie of the persons attendinge on her, to her knowledge, were furnished with picklockes, chisells, axes or other instruments used for pickinge of lockes & breakinge upp of dores, as in and by the saied bill of complainte is alleadged. And this defendant doth alsoe denie that shee this defendant, to her knowledge or remembrance, hewed, picked or brake open anie of the dores, chestes, cabinetts or lockes of the saied complainants howse other then this defendant hath before declared & confessed. And this defendant doth alsoe denie that shee, this defendant, hath to her knowledge or remembrance taken out of the complainants saied howse, or out of the chestes, closett, cabinett & other places in the bill mencioned or anie of them, anie more or other evidences, writings, monie, plate, goodes or howsehold stuffe then this defendant hath before in this her aunswere trulie declared & sett foorth.

And this defendant doth denie that shee, this defendant, doth keepe the saied evidences, writings, goods & premisses, or anie of them, by the aide, privitie & maintenance of the saied Sir Benjamyn Tichborne, th[e] other defendant, as in the bill is alleaged. And this defendant doth denie that the saied Sir Benjamyn Tichborne, th[e] other defendant, was at anie tyme privie or wittinge to the intencion of this defendant to goe to the howse of the complainant or to committ the pretended owtrages & misdemeanours declared & sett foorth in the complainants saied bill, or anie of them. And this defendant doth alsoe denie that the saied Sir Benjamyn Tichborne at anie tyme before this defendants goeinge to the complainants saied howse as aforesaid was by himselfe, his wief & the saied Daniell Waite his man in the bill named, or some of them, a secrete animator, procurer or perswader thereof, as in the bill is untrulie aleaged & sett foorth. Without that, that the saied Sir Benjamyn Tichborne, to the knowledge of this defendant, after the saied pretended facte [was] done seemed to allowe thereof & to

[486]The act of seizing and taking away by force the property of others (*OED*).

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take pleasure in it or boasted of it as in the bill is alleaged. And this defendant doth denie that the saied defendant Sir Benjamyn Tichborne receaved the said goodes & writings into his howse & allowed them to be kepte there otherwise then this defendant hath before declared, that is to saie in respecte of her abode there. And this defendant doth denie that the said defendant Sir Benjamyn Tichborne hath directed the saied goodes & writings to be kepte in some other places, as in the same bill is untrulie alleaged. And this defendant for furder aunswere doth denie that the saied Sir Benjamyn Tichborne or this defendant, or anie other by their or one of their privities, hath suppressed or defaced the saied indentures of covenants in the bill mencioned, as in the bill is slaunderouslie alleaged.

And this defendant saieth that shee, this defendant, hath made offer to deliver unto the complainant the evidences, writings, monie, plate, jewells & howseholde stuffe by this defendant taken as aforesaid (other then the saied jewell formerlie geeven her by the saied complainant as aforesaied) in case the complainant woulde acknowedge & confesse the severall wrongs offred unto this defendant & publiquelie right this defendant in her good name & reputacion, which the complainant by dishonest & undue meanes hath sought & endevored to take from her, beinge more deare & of farre greter worth unto this defendant then the value of the saied goodes & premisses or all the lands the complainant hath can recompence or countervaile. And without that, that anie other matter or thinge declared, alleaged or sett foorth in the complainants saied bill towchinge or covering this defendant is true. All which matters & things this defendant is & will be readie to averre & proove as this most honrable courte shall awarde, & praieth to be dismissed out of the same with [her][487] costes & charges in this behalfe wrongfullie susteyned.

Jho: Denys
Ric: Norton
Fr: Harris

14.4 *Court Order*[488] *25 May 1603* *REQ 1/21, p. 152*[489]

Towching the cause at the sute of Robert Garth, gentleman, complainant, against Sir Benjamin Titchborne knight & Elizabeth Garth, defendants, upon opening thereof in presence of counsaill on both sides it is ordered that the said defendant Elizabeth Garth shall

[487]The original mistakenly reads 'his'.
[488]Master Julius Caesar presiding.
[489]Also marked as p. 148.

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bring & and deliver into this court the writings & evidences confessed in her aunswere by or before the third day of the next terme[490] without longer delay at her perill. And as towching the jewells & other goods in question mencioned in the said aunswere, it is ordered that the complainant shall replye and proceede according to the ordinarie course of this court.

14.5 *Court Order*[491] *28 May 1603* *REQ 1/21, p. 159*[492]

Wheareas in the cause at the sute of Robert Garth, gentleman, complainant, against Sir Benjamin Titchborne knight & Elizabeth Garth, defendants, the said defendant Elizabeth Garth, by a former order of this court dated the xxvth day of this instant, was appointed to bring & deliver into this court the writings & evidenc[e]s in the same order mencioned by the third day of the next terme, and by the said order the plaintiff for the rest of the matters expressed in th[e] aunswere was to replye. It is nowe, upon the mocion of Mr Cesar of counsaill with the said complainant, ordered (the said former order notwithstanding) that the said Elizabeth shall without delay at her perill deliver unto the said complainant, or his assignes demanding the same, the said writings and evidences confessed in her answere. And for the residue of the cause in question it is ordered that the same shal be heard in this court upon the fowerth day of June next, upon bill and aunswere as the same theere now standeth (the defendant having convenient notice of this order[]).

14.6 *Court Order*[493] *26 June 1603* *REQ 1/21, p. 246*[494]

Towching the cause at the sute of Robert Garth esquier, complainant, against Sir Benjamin Titchborne knight & Elizabeth Garth, defendants, upon the mocion of Mr Cesar of counsaill with the said complainant it is ordered that the said Elizabeth Garth shall without delay at her perill bring and deliver into this court upon her corporall othe all the writings and evidences mencioned in her aunswere, & in severall former orders sett downe in the same cause, to th[e] ende the same may thereupon be delivered unto him the said

[490]26 June.
[491]Master Julius Caesar presiding.
[492]Or p. 155.
[493]Masters Julius Caesar and Christopher Parkins presiding.
[494]Or p. 242.

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complainant. And as towching the decree pretended to passe for the residue of the matters in question betweene the saide parties, the same parties are ordered to attende with theire counsaill in this courte upon th[e] eighte day of the next terme to be heard thereupon.

14.7 *Court Order*[495] *18 November 1603* *REQ 1/21, p. 294*[496]

In the cause at the sute of Robert Garth esquier, complainant, against Sir Benjamin Titchborne knight & Elizabeth Garth, defendants, upon the mocion of Mr John More[497] of counsaill with the said defendants it is ordered that the former order in this cause made, dated the xxvjth day of June last, shal be continued over untill Wednesday next,[498] and then the parties with their counsaill are appointed to attend about the execucion thereof at their perills. And in the meane time the attachment which might be graunted against the said Elizabeth Garth for not performing of the said former order shal be stayed.

14.8 *Court Order*[499] *24 November 1603* *REQ 1/21, p. 327*[500]

Wheareas in the matter of varyance depending in this court before the Kings majesties Counsaill betweene Robert Garth esquier, complainant, and Sir Benjamin Titchborne knight & Elizabeth Garth, defendants, it was by his highenes sayd Counsaill of this court ordered that the said defendant Elizabeth Garth should without delay at her perill bring and deliver into this court upon her corporall othe all the writings and evidences mencioned in her aunswere. Nowe, forsomuche as the said Elizabeth Garth hath sent into this court diverse writings & evidences, and that it is enformed this court by the counsaill of the said defendants that by reason of some infirmities wherewith the said Elizabeth was troubled shee could not according to the sayd order come to deliver the same writings upon othe, and that it was also alledged by the counsaill of the said complainant that

[495]Master Julius Caesar presiding.

[496]Or p. 290.

[497]Probably John More, adm. Lincoln's Inn 7 October 1560: see *Lincoln's Inn Admissions*, p. 6. It is unlikely that either John More, one of the sheriffs of London, adm. Gray's Inn 11 March 1598, or John More of Lincoln's Inn, created serjeant-at-law 1614, was senior enough in 1603. See *Gray's Inn Register*, p. 93; REQ 1/27, p. 655; Baker, *Serjeants at Law*, p. 179.

[498]23 November.

[499]Master Julius Caesar presiding.

[500]Or p. 323.

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the said Elizabeth doeth still deteine certen of the evidences by her taken away, it is thereupon by his highenes sayde Counsaill ordered that a commission under his majesties privie seale shal be awarded to certen commissioners, whereof the said complainant may name one of the quorum, to take the othe of the said Elizabeth Garth as well that shee hath not, nor tooke not away, anie other writings or evidences of the said complainant then are delivered into this court by her appoyntment, or that she will cause the rest of the said writings and evidences come to her hands to be delivered to the said commissioners at the tyme of the execucion of the saide commission, to be by them returned into this court at the tyme of the returne of the said commission in *octaves* Hillary next.[501] As also to deliver the goods confessed in her aunswere or taken awaye, as namely a jewell, which is sayde to be a peece of unicornes horne which the complainant formerly before that tyme did give unto her the said Elizabeth, two small silver boles, a small tankerd of silver, two little salt sellers, a guilt cup, nyne silver spoones, [*p. 328*] a sute of olde taffitie curtens yellowe and blue, all being of the value of twenty pounds or theareabouts, and tenn pounds & five shillings in money and a damaske table cloth & a dozen of damaske napkins. Which said goods, jewells, money & howsehold stuff, & whatsoever other goods were by her taken away from the said complainant, is by his highenes said Counsaill lykewise ordered to be by the said defendants upon the returne of the said commission, *viz*: in *octaves* Hillary next, delivered or cause to be delivered into this court (the saide jewell or peece of a unicornes horne onely excepted[)], and it is further ordered by the said Counsaill of this said court that the sayd jewells, plate, ready money & howsehold stuff shall not be delivered furth of this court without further order in that behalf made in this court. And it is lastly ordered that all the evidences already brought into this court shall presently be delivered to the complainant or to Thomas Chamberlen, his servant, to his use.

14.9 *Paper Inventory* *25 November 1603* *REQ 2/420/60, m. 1*[502]

A note of the evidences delivered unto the Cort of Requests *xxv Novembris anno primo Jacobi regis*

1. An obligacion of m *li* made by Robert Garth to Sir Benjamen Tytchborne cancelled in dischardg[e] of v^{c} *li* due to md[?] for parcell of Longwood purchase.

[501] 20–26 January 1604.

[502] This document consists of a single sheet of paper folded in half to create two membranes.

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2. An indenture betweene the said Robert of th[e] one partie and Clement Knight of Drayton of th[e] other partie sealed dated the xvjth of Aprill in *anno* 40 Elizabethe *regine*.[503]
3. A deed of release of Richard Egertons to Humphry Dyke, dated the 23th of July *anno* 38 Elizabethe *regine*.[504]
4. An indenture of covenants for Shamblehurst & Snakmore, made betweene Humphry Dyke of th[e] one partie & the said Robert of th[e] other partie dated the 7th of September *anno* 43 Elizabethe,[505] sealed.
5. An indenture made betweene the said Robert Garth of th[e] one partie & Jo: Love [of the other][506] partie dated the second daie of October *anno* 43 Elizabethe,[507] sealed.
6. The indenture of sale of Longwood made between the said Robert of th[e] one partie & William Brock of th[e] other partie, dated the 6th of July *anno* 44 Elizabethe,[508] sealed.
7. An indenture of leas[e] made betweene William Egerton & Jane his wife of th[e] one partie & Peter Gunner of th[e] other partie, dated the 22th of February *anno* 37 Elizabethe,[509] sealed.
8. A leas[e] between Tristram Hooker, Henry Barnaby & Emanuell Seward of th[e] one partie and the said Robert of th[e] other partie, dated the xvth of October *anno* 42 Elizabethe,[510] sealed with the seales of Tristram Hooker & Emanuel Seward.
9. A deed of Richard Lysters to William Egerton dated the 20th of March *annos Phillipus et Marie 3 et 4*,[511] sealed.
10. A deed of Mr Lysters for Shamblehurst, dated the 26th of February *annos Phillipus et Marie 3 et 4*,[512] sealed.
11. A covenant from William Brock esquier for saving harmless the said Robert from the Bushoppes rent of Longwood Warren, dated the 6th of July *anno* 44 Elizabethe,[513] sealed.
12. An indenture made between the said Robert of th[e] one partie and John Love of Drayton of th[e] other partie, dated the 26th of Aprill *anno* 41 Elizabethe,[514] sealed.

[503] 1598.
[504] 1596.
[505] 1601.
[506] The original reads 'other other'.
[507] 1601.
[508] 1602.
[509] 1595.
[510] 1600.
[511] 1557.
[512] 1557.
[513] 1602.
[514] 1599.

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[*m. iv*]

13. An indenture made betweene Richard Egerton of th[e] one parte & Humphry Dyke the elder of th[e] other partie, dated the 10th of October *anno* 38 Elizabethe[515] with a labell & wax unprinted.
14. A deed from Thomas Wells for Snakmore made to William Egerton, dated the 8th of December *anno 4 Edwardi 6*,[516] sealed.
15. An indenture made between William Egerton & Jane his wife of th[e] one partie & Humphry Paskyn of th[e] other partie, dated the 22th of February *anno* 37 Elizabethe,[517] sealed.
16. An indenture of leas[e] made between Robert Garth of th[e] one partie & James Jeffery of th[e] other partie, dated the xth of May *anno* 40 Elizabethe,[518] sealed.
17. A memorandum without[519] seale under the hand of William Brock of th[e] one partie & Robert Garth of th[e] other partie, dated the 6th of July *anno* 44 Elizabethe,[520] unsealed.
18. An indenture of covenaunts made betweene William Brock of th[e] one partie & Robert Garth of th[e] other partie, dated the 6th of July *anno* 44 Elizabethe,[521] sealed.
19. A deed of feoffment made by Jane Egerton late wife of William Egerton the younger to Humphry Dyke her brother in lawe, dated the 5th of July *anno* 38 Elizabethe,[522] with a labell the seale broken of[f].
20. A bargaine & sale enrolled in Chauncery,[523] made betweene Humphry Dyke of th[e] one partie & the said Robert Garth & Henry Knowles of th[e] other partie, dated the vth of September *anno* 43 Elizabethe,[524] sealed.
21. A deed of bargaine & sale made betweene Richard Egerton sonne & heire apparant of William Egerton of th[e] one partie & Humphry Dyke the elder of th[e] other partie, dated the 20th of July *anno* 38th Elizabethe,[525] sealed.

[515] 1596.
[516] 1550.
[517] 1595.
[518] 1598.
[519] The original mistakenly reads 'under without'.
[520] 1602.
[521] 1602.
[522] 1596.
[523] C54/1688 [membranes not numbered].
[524] 1601.
[525] 1596.

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22. A leas[e] of Clement Knights copihould from Henry Knowles, Robert Clark & Emanuel Seward to Robert Garth for 80 yeres yf anie of them live soe longe, dated the xth of October *anno* 43 Elizabethe,[526] sealed with 3 seales.
23. A leas[e] to John and Clement Love of certaine copiehould landes for 21 yeeres from Michaellmas last 1600 for the rent of 24 *li* 14 *s* 10 *d* yerlie made from Robert Garth, dated the 16th of December *anno* 43 Elizabethe,[527] sealed with 2 seales.
24. An indenture made between Robert Garth of th[e] one partie & Thomas Ridley Doctor of Law of th[e] other partie, dated the 20th of June *anno* 44 Elizabethe,[528] sealed.

[*m. 2*]

25. An indenture of leas[e] made betweene Robert Garth of th[e] one partie & William Bristow alias Sheppard of th[e] other partie, dated the 19th of January *anno* 43 Elizabethe,[529] sealed.
26. An indenture made betweene Richard Egerton of th[e] one party & Humphry Dyke the elder of th[e] other partie, dated the xth of October *anno* 38 Elizabethe,[530] sealed.
27. A deed of Mr Lysters for Shamblehurst made to William Egerton, dated the 14th of July *annos 3 et 5 Phillipus et Marie*,[531] sealed.
28. An indenture made between Thomas Wells of th[e] one partie & William Egerton the elder of th[e] other partie, dated the 16th of November *anno 4 Edwardi sexti*,[532] sealed.
29. An indenture made between Sir Edward Lyster knight of th[e] one partie & John Webbe of th[e] other party, dated the first of June *anno 34 Henricus octavi*[533] *parte* sealed.
30. An obligacion made by Richard Lyster to William Egerton in the summe of c *li* for performance of covenants, dated the 26th of February *annos Phillipus et Marie 3 et 4*[534] *parte* sealed.
31. 2 parts of one fyne made betweene John Staveston esquier, Edmond Marsh gentleman plantiffs & Benjamen Tytchborne esquier, Richard Tytchborne & Walter Tytchborne *deforcians*[535] of landes of Cheryton and Tytchborne.

[526]1601.
[527]1600.
[528]1602.
[529]1601.
[530]1596.
[531]1557.
[532]1550.
[533]1542.
[534]1557.
[535]Defendants.

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Parcells of seales fallen from writings some with prints & others without.

[*m. 2v*] An inventory of the wrytings in particuler which were brought in by mistris Garthe this Michaelmas terme *primo Jacobi*[536] at Winton.

14.10 *Court Order*[537] *28 November 1603* *REQ 1/21, p. 312*[538]

Memorandum, that in the cause at the sute of Robert Garth esquier, complainant, against Sir Benjamin Titchborne knight & Elizabeth Garth, defendants, certen peeces of writings & evidences conteyning the number of xxxij peeces (an inventory whereof is left in this court) which were delivered into this court by Danyell Wayte (servant to the said Sir Benjamin) are this present day according to th[e] effect of an order in this cause made, dated the xxiiijth day of this instant moneth, delivered unto the hands of him the said complainant, which hee accordingly receaved.

Received by me, Robert Garth

14.11 *Court Order*[539] *1 February 1604* *REQ 1/21, p. 357*[540]

In the cause at the sute of Robert Garth esquier, complainant, against Sir Benjamin Titchborne knight & Elizabeth Garth, defendants, upon the mocion of Mr Snagge[541] of counsaill with the said complainant yt is ordered that an attachement shall be awarded furth of this court against the saide Elizabeth Garth for contempt of a former order in this cause made, dated the xxiiijth of November last, if upon Wednesday next[542] the said defendant shall not shewe good matter in this court in stay thereof.

[536]10 October–28 November 1603.
[537]Master Julius Caesar presiding.
[538]Or p. 308.
[539]Masters Roger Wilbraham, Daniel Dunn, and Christopher Parkins presiding.
[540]Or p. 353.
[541]Probably Robert Snagge (son of Thomas Snagge, sergeant-at-law), adm. Gray's Inn 27 June 1582: see *Gray's Inn Registers*, p. 61. See also **11.** *Joan Spragin* v. *Martin Spragin et al.* above.
[542]7 February.

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14.12 *Court Order*[543] *13 February 1604* *REQ 1/21, p. 377*[544]

Forasmuch as in the cause at the sute of Robert Garth esquier, complainant, against Elizabeth Garth, defendant, Sir Julius Cesar, knight, one of the Kings majesties Counsaill in this court is pleased to call unto him Mr Brock, one of the defendants counsaill, & to heare & finally order & determine this cause with convenient speede. Therefore it is ordered that the attachement in this cause awarded shal be dischardged & made voyde. And that the parties shall attend for the ending of the sayd cause accordingly.[545]

[543]Masters Roger Wilbraham, Julius Caesar, and Daniel Dunn presiding.
[544]Or p. 373.
[545]There is no mention of this case in the remaining 956 pages of this book.

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