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Abuse in the Sweet Wine Farm, 1612-1623

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All archival manuscripts used are held in The National Archives – full references and online database links are provided in the appendices and bibliography.

Abbreviations

‘AALT’ – Anglo-American Legal Tradition

‘APC’ – Acts of the Privy Council

‘BHO’ – British History Online

‘CUP’ – Cambridge University Press

‘ODNB’ – Oxford Dictionary of National Biography

‘OUP’ – Oxford University Press

‘SP’ – State papers

‘TNA’ – The National Archives

Introduction

As James I and Charles I attempted to raise revenue through impositions and forced loans, sidestepping parliament in the process, state financing became inseparable from the constitutional debates between king and parliament which, amongst other factors, culminated in civil war.¹ Royal income had fallen by 40% since the reign of Henry VIII, and James I, upon his accession to the English throne in 1603, inherited a national debt of £400,000 – cumulative deficits over his reign may have amounted to a further £2 million.² The seventeenth century was characterised by the decline of crown income and the rise of indirect taxation; the customs – duties levied on imported goods – constituted between thirty and forty per cent of national income throughout the period.³ Their importance was particularly acute during the early 1600s, given the institutional innovations – including the Land Tax and the Bank of England – that revolutionised state finance only developed in the later Stuart and Hanoverian periods.⁴

Under the early Stuarts, customs collection was ‘farmed’ out to private parties who would pay a fixed rent to the crown, keeping any surplus revenue as profit. The principal lessees were some of the greatest court figures, financial magnates, and merchants, reflecting the extensive commercial networks and administrative resources the farms demanded to operate profitably.⁵ The ‘Great Farm’, created in 1604, comprised customs, subsidies and other duties levied on all goods besides wine, silks, currants, alum and several others – the duties on which were collected through separate ‘petty’ farms.⁶ The first syndicate, involving London merchants and customs experts, paid £112,400 in annual rent for the Great Farm.⁷ The Crown’s Treasury commissioners estimated that the farmers had made

¹ Jonathan Sommerville, *Politics and Ideology in England, 1603-1640* (Longman, 1986), pp.115-188; Andrew Thrush, ‘The Personal Rule of James I, 1611-1620’, in *Politics, Religion and Popularity in Early Stuart Britain: Essays in honour of Conrad Russell*, ed. by Thomas Cogswell, Richard Cust and Peter Lake (Cambridge University Press, 2002), pp.84-102 and Henrik Langelüddecke, ‘Policy enforcement during the Personal Rule of Charles I: The Perfect Militia, Book of Orders, and Ship Money’, in *Revolutionary England, c. 1630-c.1660: Essays for Clive Holmes*, ed. by George Southcombe and Grant Tapsell (Taylor & Francis, 2016), pp.33-34.

² Ronald Hutton, *A Brief History of Britain, 1485-1600* (Robinson, 2010), p.197 and Conrad Russell, *King James VI and I and his English Parliaments*, ed. by Richard Cust and Andrew Thrush (OUP, 2011), pp.157-158.

³ Michael Braddick, *The Nerves of State: Taxation and the financing of the English state, 1558-1714* (Manchester University Press, 1996), p.10; p.49.

⁴ Conrad Russell, *The Causes of the English Civil War* (Clarendon Press, 1990), p.167. For these institutional developments, see: *The British Fiscal-Military States, 1660-c.1783*, ed. by Aaron Graham and Patrick Walsh (Routledge, 2016); Philip A. Hunt, ‘The rise of the fiscal state in England, 1485-1815’, *Historical Research*, 66 (1993), pp.129-176 and P. G. M. Dickson, *The financial revolution in England: a study of the development of public credit, 1688-1756* (Routledge, 1993).

⁵ Robert Ashton, *The City and the Court 1603-1643* (CUP, 1979), p.20.

⁶ A. P. Newton, ‘The Establishment of the Great Farm of the English Customs’, *Transactions of the Royal Historical Society*, Vol. 1 (1918), pp.129-156.

⁷ F. C. Dietz, *English Public Finance 1485-1641*, Vol. 2, 1558-1641 (Frank Cass, 1964), pp.330-334.

over £200,000 profit during the first six years of the lease – equivalent to over a third of annual national revenue, which averaged £570,180 during James' reign – underscoring the private profit incentive.⁸ This capacity, buttressed by their pre-existing status as some of the wealthiest magnates, ensured the crown could extract loans from them – a function Robert Ashton suggested was as important as their revenue collection itself.⁹ Indeed, Menna Prestwich and Michael Braddick have identified the crown's inability to borrow from financial markets, and consequent reliance on the City or the customs farmers, as a fundamental weakness of the early Stuart state.¹⁰

Early Stuart customs systems have primarily been examined through administrative and economic lenses.¹¹ This dissertation instead examines the sweet wine farm – which concerned duties on wine imported from the Iberian peninsula, the Canaries, Crete, and the Levant, and was the third most sought after and profitable customs lease after the Great Farm and the French and Rhenish wine farm – through legal records from the Court of Exchequer and Court of Chancery.¹² Broadly defined, the Exchequer's equity jurisdiction extended over matters concerning royal revenue, while Chancery provided remedy to those who could not obtain relief at common law through applying principles of conscience.¹³ Underpinned by 65,000 words of archival manuscript material from both courts, this approach brings into focus disputes generated by the sweet wine farm's operation that have hitherto been largely unexamined.

This thesis makes two interrelated contributions. First, it reveals the understudied implications of the subdivision of leases and how it could generate disputed entitlements and overlapping payment obligations. Ashton acknowledged in 1979 that 'details are hard to find about the precise financial arrangements which prevailed between noble patentees and their underfarmers'.¹⁴ This 45-year-old historiographical blind spot has persisted because these arrangements, particularly those struck between underfarmers, were private in nature and therefore eluded state-level administrative and economic sources. Instead, they entered the documentary

⁸ *Calendar of the manuscripts of Major-General Lord Sackville... Volume I, Cranfield Papers, 1551-1612*, ed. by A. P. Newton (HMSO, 1942), pp.287-288; Braddick, *The Nerves*, p.10.

⁹ Robert Ashton, 'Revenue Farming under the Early Stuarts', *The Economic History Review*, 8.3 (1956), pp.310-322.

¹⁰ Menna Prestwich, *Cranfield: Politics and Profits under the Early Stuarts. The Career of Lionel Cranfield Earl of Middlesex* (Clarendon Press, 1966), p.115 and Michael J. Braddick, *State Formation in Early Modern England, c.1550-1700* (CUP, 2000), pp.251-252.

¹¹ Dietz, pp.328-361; Robert Ashton, *The Crown and the Money Market* (Clarendon Press, 1960), pp.79-112 and Braddick, pp.49-67.

¹² Ashton, *The City*, p.22.

¹³ *Kent at Law, 1602, Vol. VII. Court of Exchequer: Equity Proceedings*, ed. by Louis A. Knafla (The List and Index Society, 2021), pp.xv-xix; John Baker, *Introduction to English Legal History*, 5th edn (OUP, 2019), pp.115-116.

¹⁴ Ashton, *The City*, p.22.

record through litigation, making legal records an underused means for reconstructing the layers of a farm's sublease structure. Second, this thesis demonstrates that within a single farm during a single lease term, three distinct parties operating at three distinct points in the lease chain through three distinct mechanisms disrupted the sweet wine farm's proper function. Together, these findings suggest that incentives to maximise private returns existed at different layers of the sweet wine farm lease chain. This system was sustained by a crown too financially dependent on the farmers to impose the reform required to alter the incentive structure that generated such behaviour.

Chapter 1 draws on state papers and Lionel Cranfield's papers to examine Sir John Swinnerton's alleged manipulation of the sweet wine farm's contractual terms and his simultaneous campaign against rival farmers. His conduct illustrated both the strength of the financial incentives at stake and the crown's willingness to pardon fraud when financial necessity demanded it. Chapter 2 reconstructs, from over 50,000 words of Court of Exchequer and Chancery manuscript sources, the breakdown of the Western ports sweet wine sublease in the early 1620s. This revealed how John Mayle, a London scrivener, deliberately fashioned a legal arrangement so that he retained control over the revenue stream, paralysing the system once he became insolvent. The resulting disputes between Mayle, the Bristol merchant John Whitson, and the London goldsmith Richard Croshawe over financial entitlements and payment obligations required three years of judicial intervention to resolve. The action has been noted very briefly as a biographical detail in Whitson's life – in his own words, 'my longe tedious and Chargeable suite in the Exchequor with my mightie adversary Cushawe' – but my research reconstructs the legal mechanisms involved and how the dispute revealed the consequences of exploiting the lease structure for private gain.¹⁵ Chapter 3 uses a further 15,000 words of Exchequer material to examine the alleged manipulation by the incoming farmers of sweet wine import landing times into English ports at the end of the 1623 lease term, so that they would benefit from the duties collected. It then turns to a 1628 Privy Council Act that demonstrated the crown's repeated willingness to pardon fraud within the farming system in exchange for financial concessions.

Chapter 1: Manipulating the contract

¹⁵ 'WHITSON, John (c.1554-1629)', in *The History of Parliament: The House of Commons, 1604-1629*, VI, *Members R-Z Appendix*, ed. by Andrew Thrush and John P. Ferris (Cambridge University Press, 2010), pp.766-772 and *Records Relating to the Society of Merchant Venturers of the City of Bristol in the Seventeenth Century*, ed. by Patrick McGrath (J. W. Arrowsmith, 1952), p.169.

This chapter demonstrates how the incentives generated by the petty wine farm system encouraged private actors to maximise personal gain by manipulating contractual terms. Having lost the French and Rhenish wine farm lease to a rival syndicate in 1606, Sir John Swinnerton pursued legal action against them in the hope of regaining the tenancy. Although the Court of Chancery dissolved the lease in 1613, the crown renewed it to his rivals despite evidence that they had exploited its terms to their advantage. Yet Swinnerton's position was no less compromised. Whilst pressing for his rivals' prosecution, he had secured the sweet wine lease in 1611 and, by 1613, stood accused of restructuring its terms to reduce his fixed rent payments to the crown. His push for legal action therefore rested on condemning practices he was simultaneously alleged to be profiting from. Swinnerton's Janus-faced conduct illustrates how the perverse incentives generated by the petty wine farm system could encourage behaviour that prioritised personal gain at the expense of its proper revenue function. His actions in relation to the French and Rhenish wine lease provide the context through which his alleged misconduct within the sweet wine farm is best understood.

Swinnerton's pursuit of legal action reflected his exclusion from the two most lucrative customs farms.¹⁶ He had held the French and Rhenish wine lease between 1593 and 1597, and again from 1599 to 1607, but was displaced when the Earl of Devon secured it in reversion in 1605 and assigned it to his rivals, William Garway, Nicholas Salter, John Wolstenholme and John Bowsar.¹⁷ His earlier exclusion from the Great Farm of the Customs in 1604, which had been secured by Salter and Garway alongside Francis Jones, compounded this loss.¹⁸ He consequently attempted to recover the French and Rhenish lease through lobbying for rivals' prosecution for alleged misconduct, presenting the same endeavours as 'having byn for his Majestes service and proffitt'.¹⁹ This position masked his overriding objective: to regain the lease and its accompanying revenue.

The earliest indication of Swinnerton's efforts to encourage the crown to void the French and Rhenish wine lease is captured in a 1608 state paper outlining the 'loss sustained by the Crown' under the lease granted to the Earl of Devon.²⁰ Although the author is unknown, the referral of its charges to Sir Henry Fanshawe – the King's Remembrancer – suggests it was produced by someone with sufficient authority to compel further examination. Whether or not it was composed in direct correspondence with Swinnerton, the note advances a series of claims that align closely with his

¹⁶ Dietz, p.360.

¹⁷ Dietz, p.73; p.88; p.346.

¹⁸ Ashton, *The Crown*, pp.88-89.

¹⁹ SP14/72, f.1v.

²⁰ SP14/40, f.23v.

interests. These factors suggest it may have been produced by legal counsel, given its partisan tone and its reliance on opinion rather than fact to substantiate its points of law. There is, however, no evidence of formal litigation before 1612.

Nonetheless, it emphasised that the lease was secured in 1605 'over his head' and was already 'questioned to be void', despite only being in force for a year under Garway and Salter. Yet 'for small consideracion', they obtained a prolongation of their seven-year term to fourteen years without any rent increase. The incumbent farmers were also alleged to have declared their average profits at £7,000 per annum when 'they do appear to have bin about' £15,000. The document records Swinnerton's offer to pay the crown £30,000 to retake the lease for the same fourteen year term secured by Garway and Salter.²¹ These claims framed the lease as both defective and prejudicial for the crown but also served to strengthen Swinnerton's position. The scale of the profits suggested was not hyperbole. In 1607, the final year of his lease, Swinnerton took receipt of £35,246 11s. 9d., against his rent of £14,000 and £7,265 12s. 1d. in operating costs, yielding substantial profit. Although recorded as one of 'the greatest years', it reinforces why he strongly endeavoured to recover his former position.²² Though the question of authorship remains vexed, this document advanced claims that supported Swinnerton's early attempts to position himself to recover the lease.

The correspondence of the Earl of Northampton, Swinnerton's patron at court, suggests that Swinnerton's efforts were closely connected to the new scrutiny of the French and Rhenish lease. In a September 1612 letter to Rochester, Northampton noted that the Garway-Salter syndicate, 'nowe the misteries of their trade' faced inquiry, had 'fallen into so great furie' that they attacked Swinnerton's 'credit' through 'some scandalouse levities for revenge of his opposition'.²³ This response suggests they perceived him to be the driving force behind the efforts to investigate their practices. Newton remarked that Swinnerton had first 'made representations' to Northampton about the fraud in relation to the French and Rhenish wine lease in 1611, though does not provide evidence to substantiate this claim.²⁴ Ashton noted that the rivalry between Swinnerton and the Garway and Salter syndicate 'dominated' the 'early years of Jacobean customs farming'.²⁵ These readings highlight the intensity of their opposition and Swinnerton's determination to recover his former position. In October 1612, Lord Chancellor Ellesmere and the Earl of Northampton addressed a letter to the King,

²¹ SP14/40, f.23v.

²² Newton, *Cranfield Papers*, p. 302.

²³ SP14/70, f.330v.

²⁴ Newton, *Cranfield Papers*, p.299.

²⁵ Ashton, *The Crown*, p.106.

elevating the matter to the highest level. Their intervention drew on the investigations of Sir Francis Bacon, the Recorder of London, and Sir Henry Montagu, the Solicitor-General, into fraud within the Great Farm and French and Rhenish wine leases.²⁶ They corroborated earlier claims that Garway and Salter had, through 'Cunnyng and Circumvention', secured '7 new years' without 'any fyne payde' or 'rent improved', thereby defrauding the crown of at least £35,000. They recommended that the king seek 'releef by cours of Justice in equity, to call in their Lease.'²⁷

The resulting legal action revealed that the identification of fraud was ultimately overridden by the crown's financial necessity. The recommendations of Northampton and Ellesmere were confirmed in a June 1613 Chancery order for *Attorney General v. Garway, Salter, Wolstenholme and Bowsar*. It found that the additional seven-year lease, due to commence in 1613 following the expiry of the original term, had defrauded the crown. Accordingly, the lease was dissolved and the profits sequestrated – diverted temporarily – to two London merchants.²⁸ This judgment did not determine a favourable outcome for Swinnerton. He offered £22,000 in annual rent, excluding provision for the 200 tons of wine 'for the expence of his majestes howse'.²⁹ This was bettered by the new offer of Garway and Salter – £26,705 including annual rent and provision for the royal household.³⁰ The king accepted their offer, granting a pardon 'for all frauds, abuses, misinformations and other offences supposed by them to be committed in obtaining their former lease.'³¹ Despite the Chancery's judgment, the crown prioritised the larger financial offer – as James noted, it 'doth better fit our present occasions'.³² The case demonstrated how financial needs eclipsed legal considerations, as the crown reinstated the same individuals whose conduct had been condemned.

Swinnerton had to settle for the Farm of the Sweet Wines, which he secured in 1611 for an upfront fine of £20,500 and £9,000 per annum in rent.³³ Dietz notes that seven-year average return above the annual rent sat at £9,522 on the French and Rhenish Farm in 1621, compared to £7,806 for the sweet wine farm, illustrating its comparatively lower value.³⁴ He interpreted it as compensation for his loss of the French and Rhenish wine lease, while Ashton similarly characterised it as 'little more

²⁶ Newton, *Cranfield Papers*, p.284.

²⁷ SP14/71, f.27v.

²⁸ Newton, *Cranfield Papers*, p.306.

²⁹ SP14/72, f.2v.

³⁰ Newton, *Cranfield Papers*, p.309.

³¹ Newton, *Cranfield Papers*, pp.308-309.

³² Newton, *Cranfield Papers*, p.308.

³³ SP14/72, f.6v.

³⁴ Dietz, p.360.

than a sop to his frustrated ambitions'.³⁵ That Swinnerton continued his efforts to recover the French and Rhenish wine lease after securing the sweet wine farm lends weight to these characterisations. His claims to be acting in the king's interest must therefore be read in light of his continued pursuit of the more lucrative lease and his concurrent alleged engagement in the same practices within his sweet wine farm that he was actively condemning.

A state paper dated 5 January 1613 records Swinnerton's 'fraudulent conduct' in relation to his sweet wine farm lease. The £9000 annual rent agreed in 1611 had been divided into two components: £6000 derived from the 'olde impostes', imposed in 1605, and £3000 from the 'newe impostes' introduced in 1608.³⁶ This distinction was significant because James' prerogative right to enforce the new impositions was questioned in the parliamentary sessions of 1610, leaving their legal basis uncertain and raising the possibility that they might be voided.³⁷ This uncertainty likely informed the crown's decision to mortgage the new imposts to the City of London for seven years in June 1610. In doing so, the crown secured immediate funds by pledging the future proceeds of the duties to the City.

Swinnerton stood accused of exploiting this arrangement to the 'expresse wronge and prejudicie of his Majestie'. Knowing that 'the new Impostes were in mortgage for divers years, and not certaine whether they would bee redeemed', he allegedly manipulated his 1611 lease terms by shifting an extra £1,000 per annum onto the new imposts, thereby reducing his fixed yearly rent obligation (derived from the old imposts) to £5,000. This increased the crown's exposure to a less secure and more contingent revenue source. Moreover, he had been appointed 'Collector of the said new impostes upon accompt to his Majestie: with allowance and deduction of all his charges' whilst the new imposts remained mortgaged to the City of London.³⁸ He therefore controlled both their collection and accounting. These advantages were compounded by his appointment as Lord Mayor for the 1612/13 term. As the document recorded, 'beinge now Maior, and having the whole sway in the Citties interest, [he] will not suffer the Citties assurance, upon any reasonable termes to bee surrendered'.³⁹ Alongside responsibility for collection and accounting, he was now perfectly positioned to resist any attempts to renegotiate or surrender the city's mortgage. This alignment of

³⁵ Dietz, p.347; Ashton, *The Crown*, p.107.

³⁶ SP14/72, f.6v.

³⁷ *The History of Parliament: The House of Commons 1604-1629, I, Introductory Survey Appendices*, ed. by Andrew Thrush and John P. Ferris (Cambridge University Press, 2010), p.xxxix.

³⁸ SP14/72, f.6v.

³⁹ SP14/72, f.6v.

administrative, financial, and civic authority gave him both the means and the opportunity to manipulate the lease's function. Within this context, the crown claimed that it received £2500 at 'Michaelmas last' [1612] rather than the £4500 expected.⁴⁰ These allegations suggest that while Swinnerton was pursuing Garway and Salter for fraudulent conduct in the French and Rhenish wine farm, he was concurrently engaging in similar practices. As his rivals' lease was dissolved in 1613 for manipulation, the charges levelled against him suggest that he had altered the sweet wine lease's terms such that it was 'no way agreable to the first intent of the contract' with the crown.⁴¹ This points to his pursuit of the French and Rhenish farmers being driven by the same private incentives that appear to have shaped his own conduct as principal lessee of the sweet wine farm.

Although there is no record of the charges against Swinnerton translating into formal legal action, his Janus-faced conduct is particularly conspicuous later in 1613. In a letter dated 13 September to Viscount Rochester, the king's favourite, he sought 'somme recompence' for 'the many services performed at my only costes and charge'.⁴² Supposedly having increased crown revenue by at least 'Threescore thowsand poundes by yere' (£60,000), he requested an 'increase in the yeres' of his sweet wine lease, which he described as a 'hard bargaine' because of the 'greatnes' of the fine and rent he paid, and the 'shortnes' of the term.⁴³ Merely six months after being accused of defrauding the crown through restructuring his lease obligations, he sought concessions. Swinnerton was seeking to convert his 'services' – his role in prompting the prosecution of the French and Rhenish farmers – into personal advantage. Claiming to have 'preferred duty before policie ... to benefit the state', he deliberately cast himself in contrast to his rivals.⁴⁴ Such assertions stand in clear tension with the actions attributed to him and are best understood as part of an attempt to maximise personal gain from his remaining position.

This chapter has revealed how Swinnerton's Janus-faced actions were shaped by the incentive structure of the petty wine farms. His pursuit of legal action against the holders of the French and Rhenish wine farm did not reflect a form of crown 'service', but a sustained desire to recover a highly profitable tenancy. When this failed in 1613, Swinnerton instead attempted to leverage his professed loyalty to secure a prolongation of his sweet wine lease. These attempts sat alongside allegations that he had manipulated its terms, exploiting his administrative and civic positions to reduce his fixed rent

⁴⁰ SP14/72, f.6v.

⁴¹ SP14/72, f.6v.

⁴² SP14/74, f.116v.

⁴³ SP14/74, f.116v.

⁴⁴ SP14/74, f.116v.

obligations. This contrast illustrates how the incentives embedded within the farming system encouraged actors to maximise private gain, compromising the system's intended revenue function. The farmers' dual role as significant crown creditors, combined with the indebtedness of James' government, further facilitated these practices ensuring they faced little, if any, meaningful sanction.

Chapter 2: Manipulating the legal instrument

In theory, Swinnerton held the sweet wine farm lease for the entire realm of England between 1611 and 1623. In practice, he subleased collection across individual ports, creating the 'domesticated' customs administration that Braddick identified under the early Stuarts.⁴⁵ Ashton has shown how this process allowed 'customs experts' alongside 'financial magnates' to acquire 'fractional' shares in the profits, often for a fixed rent, concluding that there was 'hardly any limit' to such subdivision. However, he did not explore the wider implications of this beyond whether sub-lessees contributed to the loans 'magnates' like Swinnerton and Garway provided the crown, while Braddick gestured at the consequences – 'this probably allowed for considerable evasion' – without pursuing them.⁴⁶ This has left the functioning of sublease structures in practice almost entirely unexamined. This chapter addresses that gap, arguing that the multiplication of vested interests within a single farm could generate overlapping and interdependent payment obligations as sub-lessees sought to maximise their personal gain. These arrangements could lead to revenue flows being channelled through a single intermediary, creating the conditions for structural paralysis within the payment system, as demonstrated through the breakdown of the sublease structure for the collection of sweet wine duties in the Western ports between 1612 and 1623.⁴⁷ This was resolved through judicial intervention in related Chancery and Exchequer suits between 1620 and 1625. In reconstructing the contested entitlements, obligations, and accounting practices, the Exchequer identified the conduct of the principal sub-lessee, who deliberately fixed his position at the centre of the payment flow, as the key factor in the system's breakdown.

The origins of the disputes can be reconstructed through the original pleadings. These were expressed in a bill of complaint (plaintiff) and answer (defendant), which were then responded to in the replication (plaintiff) and rejoinder (defendant). In 1622, Richard Croshawe submitted a bill of complaint against John Whitson and John Mayle in the Court of Exchequer, though these pleadings are now lost. The earliest extant testimony from which the dispute over the sweet wine farm can be traced is therefore found in the 1622 Chancery case *Mayle v Croshawe*, for which the bill and answer survive. This material can be supplemented by the crossbill Whitson entered against Croshawe into the Exchequer in 1623, for which his complaint, his replication, and Croshawe's rejoinder survive. These can be set alongside the King's Remembrancer Entry Book of Orders, which recorded the

⁴⁵ Braddick, *State Formation*, pp.246-247.

⁴⁶ Braddick, *State Formation*, p.247 and Ashton, *The Crown*, p.86.

⁴⁷ For a list of the 'Western ports', see appendix 1 'C8/29/86', p.35.

barons' (judges) evolving understanding of the dispute. Orders survive from May 1622 for *Croshawe v Whitson and Mayle*, predating the submission of Croshawe's original bill in July 1622, and by mid-1623 overlap with *Whitson v Croshawe*. The three 1624 sets of depositions – two for Whitson, one for Croshawe – illuminated their evolving litigation strategies. Together, these sources allow the testimony of the three parties to be cross-referenced with the 'official' court understanding, enabling a comprehensive reconstruction of the dispute.

I. The initial structure

The Exchequer and Chancery disputes can only be understood by first setting out the initial sublease structure for the Western ports' sweet wine farm. Before the term began on Lady Day 1612, there were three recognised parties as later identified by the Exchequer. The Crown had demised by an indenture dated 17 May 1611 to Swinnerton the 'Impostes subsidies and other dueties' levied on sweet wines for an upfront fine of £28,500 and a yearly rent of £9,000.⁴⁸ Swinnerton then subleased collection of the duties in 'Bristoll' and surrounding western ports to Mayle on 18 May 1611 for an upfront fine of £4000 and £350 rent p.a., for eleven years lacking the last three days of the term.⁴⁹ Mayle, on 9 September 1611, subleased 'the same' to John Whitson, John Robberowe and Thomas Whitehead for eleven years lacking the last four days of the term, for £1400 rent p.a. and a £3000 bond securing performance.⁵⁰ Each leaseholder shortened the term of the sublease by one day, thereby retaining a reversionary interest and establishing a clear hierarchy of entitlement.

II. Contested entitlement

By April 1612, Croshawe held a recognised fractional interest in the farm. He had acquired this from Henry Polsted, who appeared to have purchased a 3/8 share in the rent and profits Mayle received from Whitson in June 1611.⁵¹ Mayle, supposedly 'overcome by fayre promises ... by loanes of moneys and other kindnesses', agreed to increase Croshawe's 3/8 profit share to a moiety (4/8) for no 'money' or 'considaracion'.⁵² Whereas Croshawe sought 'ymediate and intire assurance' of the moiety, Mayle, 'contrarye to the trust in him', drew up a 'deed of Covenantes instead of a deed of Assignement' in an indenture dated 13 August 1614.⁵³ This arrangement was critical: it confirmed that Croshawe held a half share in the proceeds, but that control over the revenue flow remained with

⁴⁸ E124/31, p.230.

⁴⁹ E124/31, p.230.

⁵⁰ E124/31, p.230.

⁵¹ Appendix 1, p.36.

⁵² Appendix 1, p.36.

⁵³ Appendix 1, p.44.

Mayle. An assignment would have granted Croshawe a direct legal claim on his moiety of the rent. Instead, the covenant ensured that Whitson's payments remained bound to flow through Mayle's hands before being discharged to Croshawe. Mayle therefore retained effective control over how and when he disbursed this entitlement. Thus, the 1614 arrangement produced the conditions under which the rent payment flows became paralysed by 1621.

III. Structural Breakdown

Having secured his moiety in August 1614, Croshawe stated that he received every 'haulfe yeares rent' of £262 10s. from Michaelmas 1614 until Michaelmas 1621.⁵⁴ However, by the early 1620s, Mayle was failing to satisfy his creditors. This was recognised in a private parliamentary act for the selling of Mayle's 'Landes tenements Leases Rentes and Anuities for the payment of his debtes, and reliefe of his Creditors' on 16 May 1621.⁵⁵ It declared that Mayle – through his profession as a London scrivener – 'procured others to be bound *with* him as sureties for above £20000.'⁵⁶ He purchased with 'other mens monyes' properties and lands worth at least £2000, and to 'defraud his Creditors', made 'seacrett estates of his landes to other persons, and to some few of his Creditors and sureties ... leaving the rest unsatisfied and unsecured'.⁵⁷ The Lord Chief Justice awarded 'Comissions under the great Seale' to draw up a 'scedule' of the debts owed to each creditor, and gave Mayle '3 monethes' after its production to pay them. George Lowe, one of eighteen named parties to the petition, remained owed £6000 by Mayle over two years later.⁵⁸ This suggests the 1621 parliamentary provision for a commission had not been successful in forcing Mayle to satisfy his debts, if any, to his creditors. Upon his death in 1625 his son Henry Mayle – his executor – renounced administration of his estate, a common course of action when an estate is overburdened with debt.⁵⁹

Mayle's prolonged inability to meet his financial obligations rendered the intermediary upon whom the payment flow of the Western ports sublease depended chronically unreliable. The disruption to the system was therefore not a temporary phenomenon but became structurally embedded; the 1614 covenant had ensured that any breakdown in Mayle's financial position was likely to compromise the payment flow. By 1620 Mayle found that he was 'altogether unable' to pay Croshawe 'any more moneys upon the saide severall Indentures Mortgage and obligacions' he owed

⁵⁴ Appendix 1, p.45.

⁵⁵ YHL/PO/JO/10/1/18.

⁵⁶ YHL/PO/JO/10/1/18.

⁵⁷ YHL/PO/JO/10/1/18.

⁵⁸ A.P.C., Vol. 39, 1623-1625, ed. by J. V. Lyle (HMSO, 1933), p.100

⁵⁹ PROB 11/145/616. I would like to thank Margaret Condon for this insight.

him.⁶⁰ Their financial relationship had also encompassed personal loans. Mayle claimed that two loans – £1000 in May 1613 and £400 in March 1618 – ‘were all the money *which* were at any tyme’ lent to him by Croshawe ‘and then not formerlie satisfied and repayed’, though Croshawe suggested the true figure was £2200.⁶¹

Mayle’s insolvency prompted Croshawe’s increasingly assertive attempts to force the scrivener to satisfy his obligations, including his sweet wine rent share. On 2 December 1620 Mayle was ‘constrained’ to ‘seale and deliver’ unto Croshawe ‘an acquittance’ allowing him to receive £525 on Lady Day 1621 directly from Whitson.⁶² This represented the half-instalment of the Bristol merchant’s yearly sweet wine farm rent (£700) after the half-yearly rent owed to Swinnerton (£175) was deducted. Croshawe added that he advanced a £400 loan to Mayle on the same date (2 December 1620). Typically entitled to £262 10s. for his moiety payment, Croshawe stated that the additional £262 10s. he sought at Lady Day 1621 comprised the amount that Mayle had to repay him for the £400 loan. He stated that ‘Whitson had entered [a] bond’ of £200 for payment of the remaining £137 10s.⁶³ By securing Mayle’s outstanding loan balance (£137 10s.) against Whitson, Croshawe extended liability to the Bristol merchant to secure his moiety of the rent and Mayle’s loan repayment. This demonstrated Croshawe’s belief that payments channelled through Mayle were increasingly liable to be absorbed into the scrivener’s wider debt obligations and therefore required direct access to the revenue at its source. Whitson’s increasingly direct involvement in securing Mayle’s rent obligations to Croshawe foreshadowed the later overlapping payment claims Whitson would face.

This arrangement ensured Croshawe received his Lady Day 1621 rent, but his attempt to bypass Mayle entirely in collecting the Michaelmas 1621 rent demonstrated that the payment structure had become dysfunctional. Whitson testified that ‘he [Croshawe] did repaire unto *your* said Orator to the Cittie of Bristoll’, seeking £262 10s. (his moiety instalment), asserting that he had ‘sufficient warrant’ from Mayle to do so.⁶⁴ The 1621 Lady Day arrangement upheld the recognised lease structure, since funds still flowed from Whitson through Mayle’s hands to Croshawe. Croshawe’s 1621 Michaelmas efforts circumvented this. Whitson’s testimony, recording Mayle’s response, reveals the effects of this breakdown. Without full knowledge of Croshawe’s direct

⁶⁰ Appendix 1, p.38.

⁶¹ Appendix 1, p.38 and p.48.

⁶² Appendix 1, p.41.

⁶³ Appendix 1, p.50.

⁶⁴ Appendix 2, ‘E112/119/416’, p.56.

collection, Mayle 'shortlie after' granted Whitson an acquittance acknowledging receipt of the Michaelmas instalment.⁶⁵ Yet, 'assoone as he had notice' that Croshawe had acted 'against the true meaning of the Indentures and agreamentes', he refused to recognise the payment:

'notwithstanding the giving of the same acquittance [to Whitson] hee the said John Mayle did and doth disclaime to give any allowance of or for the paiement ... to the said Croshawe.'⁶⁶

This left the Bristol merchant liable to pay the full £700 half yearly rent instalment to the scrivener despite already disbursing £262 10s. to the goldsmith. This episode demonstrated that Mayle was unwilling to relinquish control of the revenue flow, even though doing so might have preserved the continued function of the lease.

Whitson made clear that he attempted to pay the 1622 Lady Day moiety according to the recognised lease structure. He stated that Croshawe once again requested payment directly, but having 'no authoritie to demaund or have the same', Whitson refused 'to make him payment'.⁶⁷ Whitson, having already paid Croshawe once without Mayle discharging his obligation, was unwilling to expose himself to the same risk again. Accordingly, Whitson travelled 'upp to London' and 'on the 5 or 6 day of May 1622' offered payment to Mayle when they met at Whitson's Inn on Bread Street. Mayle refused, ostensibly to avoid giving Croshawe 'cause to suspect anie ill dealing'.⁶⁸ This decision breached the original 1611 indenture, which stipulated that Whitson's half-year rent payment was due 'at the feast of St Michael or the Annunciacion ... or *within twelve dayes next ensueinge*'.⁶⁹ Mayle's refusal on 6 May – the twelfth day after 25 March (Lady Day) – therefore contravened the original payment schedule. The first court order – recording how Croshawe had 'assigned the same [his moiety] to his Majestie' for recovery through the Court of Exchequer – was entered on 8 May 1622, two or three days after Whitson's attempted payment.⁷⁰ Croshawe's almost immediate response suggests he was quickly informed of Mayle's refusal and concluded that legal enforcement was required to retrieve his entitlement. Both the recognised structure and attempts to operate outside it had failed. Mayle would not allow Whitson's direct payments to Croshawe and now refused to accept those that flowed through his hands. The payment system had reached a point of paralysis, requiring judicial intervention.

⁶⁵ Appendix 2, p.62.

⁶⁶ Appendix 2, p.62.

⁶⁷ Appendix 2, p.62.

⁶⁸ Appendix 2, p.62.

⁶⁹ E124/31, p.230.

⁷⁰ E124/31, p.230.

IV. Overlapping Exchequer actions, 1622-1625 – *Croshawe v Whitson and Mayle and Whitson v Croshawe*

Croshawe submitted his bill into the Court of Exchequer on 6 July 1622, appealing to its jurisdiction as ‘one of the ffarmers of his Majestes Customes Subsidies and Impostes for corinthes [currants]’. However, Whitson and Mayle alleged that he thereby pretended to be ‘indebted to his *Majestie* for the rente of the same’.⁷¹ Crown debtors were a recognised class able to access Exchequer relief by the early seventeenth century. Croshawe could frame the matter on the basis that failure to recover his personal debt threatened his ability to meet his own rent obligations to the crown. Accordingly, the case was heard in the King’s Remembrancer division, whose remit extended over revenue matters.⁷²

The initial phase of proceedings, from Croshawe’s assignation of the debt to the Crown in May 1622 to June 1623, was defined by Whitson’s reluctance to pay the outstanding rent into court. On 8 May 1622, the Chief Baron (the presiding judge) ordered that because Mayle had ‘become weake in estate so as the same money wilbe in danger to be lost’, he should receive ‘noe other benefit thereby but to receive yt *with* the one hand and paye it *with* the other’.⁷³ Croshawe’s entitlement should also be ‘paid into this Courte according to the said assignement’ he had received from Mayle, and, upon payment, Whitson would be ‘dischardged’ from his obligation to the scrivener. However, on 6 July 1622 the court recorded that Whitson, ‘by reason of some scruple ... Conceyved in the words of the saide order [8 May 1622] ... refused to bringe in the money’. Despite being subpoenaed – ordered to attend court – this stance persisted into 1623.⁷⁴ His counsel emphasised on 10 May 1623 that he remained ‘bound’ to Mayle and was ‘willing to bringe in the saide moneys ... soe as he maye be discharged of his saide bond and Covenantes’; it was accordingly ordered that Mayle should produce the bond and covenants.⁷⁵ The barons’ analysis of the obligations rested on the assumption that Croshawe’s ‘assignment’ resolved the problem of payment obligations, requiring only direct payment to him. Whitson’s non-compliance stemmed from his uncertainty that the court’s ‘discharge’ released him from liability to Mayle. The bond and the covenants remained in the scrivener’s possession even after the eleven-year term had ended on 25 March 1623, leaving him exposed to future claims of non-performance. Even under Exchequer intervention, the payment system remained effectively gridlocked.

⁷¹ Appendix 1, p.45 and Appendix 2, p.56.

⁷² W. H. Bryson, *The Equity Side of the Exchequer* (CUP, 1975), p.12 and p.65.

⁷³ E124/31, p.230.

⁷⁴ E124/32, p.192.

⁷⁵ E124/34, p.22.

The production of the indenture and £3,000 bond by Mayle, recorded in the order dated 23 June 1623, marked a turning point in proceedings as the court revised its understanding of the parties' obligations.⁷⁶ It now judged that 'the moytie of the said rent was not assigned by the said Mr Male to the said Mr Crashawe but onely that there were certeyne Covenantes betweene them'.⁷⁷ Crucially, the court recognised that, by virtue of the covenant, payment had always been required to flow through Mayle's hands. Because Croshawe's entitlement was no longer treated as separate, Whitson could assert that it remained subject to the contractual terms he had agreed with the scrivener. He therefore exhibited his own 'bill into this Courte' seeking deductions from the £687 10s. claimed by Croshawe.⁷⁸ Whitson's claim rested on Mayle's alleged provision for him to benefit from an 18s. per butt deduction 'for all wyne bought thither [Bristol] by Certificates from any other Portes', as recorded 'in the said Indenture' dated 9 September 1611.⁷⁹ Whitson sought rebates for all sweet wines which had first paid duties in other English ports before being shipped coastwise and landed in the Western ports. The court accordingly ordered that Whitson 'may reteyne in his handes' the £687 10s., but enter a new bond of £1000 to guarantee he would 'stand to the order and direccion as this Court shall hereafter take' in his cross-suit. Two 'Auditors of this Courte' were appointed to examine the accounts and 'the differences of the demaundes and allowances' between the parties.⁸⁰ It had become clear that the court could not simply enforce a payment from Whitson to Croshawe. Instead, the barons were required to reconstruct the Western ports sublease chain itself. In doing so, they were forced to confront the full complexity of the sublease's overlapping obligations and accounting structure.

The developments that followed revealed the practical consequences of the court's shift towards reconstructing in full the sublease structure and its accounting system. Whitson was awarded a commission on 12 February 1624, with depositions held at Bristol on 20 March and Bridgwater on 2 April. Deponents were asked how many butts of sweet wines they had 'bought or laden in any Cittie Towne Porte or place within ... England' outside of the Western ports during his term, where they had sold them, and whether they had heard others do the same.⁸¹ These interrogatories were designed to elicit testimony demonstrating that sweet wine had been transported coastwise with certificates into the Western ports, thereby substantiating Whitson's

⁷⁶ E124/33, p.314.

⁷⁷ E124/33, p.314.

⁷⁸ E124/33, p.314.

⁷⁹ E124/33, p.313.

⁸⁰ E124/33, p.314.

⁸¹ Appendix 3 'E134/22Jas1/East15', p.66.

claims for deductions. In the Bristol hearing, seven merchants and four vintners from the city, alongside a vintner from Worcester, were deposed.⁸² Four vintners and one 'clothier' were deposed at Bridgwater, all from the same town or nearby Taunton. Taken together, both sets of depositions recorded at least 183 butts, 87 pipes and 3 hogsheads and one barrel of sweet wine that were bought outside of the Western ports and then transferred into them.⁸³ Whilst the precise number in both cases remains uncertain – owing to hearsay evidence and the absence of a definite figure provided in the final exchequer decree – the depositions aimed to demonstrate the scale of Whitson's claimed abatements.

Croshawe, in response, reframed his argument by attempting to position his entitlement outside the lease chain's payment obligations. The order dated 14 April 1624 records his assertion that if Whitson was allowed deductions, 'the same' should be 'made out of the Rentes payable by' Mayle to Swinnerton's executors (d.1616), rather than from the sum Whitson owed to him.⁸⁴ This rested on the premise that his entitlement should be paid independently of Mayle's other obligations, including deductions claimed by Whitson. This position was flawed. The 1614 covenant between Mayle and Croshawe stated that Croshawe's moiety was due only after 'the rentes and sommes of money' Mayle owed to Swinnerton were 'deducted'.⁸⁵ This condition remained enforceable as the court had already recognised that Croshawe's entitlement derived from covenant rather than assignment.

Depositions taken on Croshawe's behalf in London on 7 June 1624 therefore sought to reassert his assignment claim by demonstrating that Whitson had previously recognised his direct entitlement to Croshawe's moiety. John Robinson, Croshawe's business associate, and Ellis Crispe, Whitson's London factor, provided the most consequential testimony. Robinson testified that he was present in 1621 when Croshawe, by producing an indenture, made 'known unto' Whitson that Mayle had 'assigned' him the moiety.⁸⁶ Whitson, having 'perused the same', affirmed that it 'did belonge unto' Croshawe and paid him £262 10s. directly to satisfy the Michaelmas rent.⁸⁷ Crispe testified that Whitson had sent him the Lady Day 1622 moiety instalment to pay to Robinson, acting on Croshawe's behalf. He deposed that in 'the monethes of Marche, Aprill, and Maye' 1622, Whitson

⁸² Appendix 3, pp.67-72.

⁸³ Appendix 3, pp.73-78.

⁸⁴ E124/35, p.191.

⁸⁵ E124/33, p.313.

⁸⁶ Appendix 4 'E133/135/14', p.80.

⁸⁷ Appendix 4, p.81.

ordered him to present £262 10s. to Mayle to see if he 'would seale a release'. The scrivener refused, so Crispe 'kepte the said Money ... to be disposed' following Whitson's further instruction.⁸⁸ Robinson also testified that he was present at 'Westminster hall' in February 1622 when Whitson pleaded with Croshawe to forbear 'taking forth an Attachment' out of the Exchequer to recover the upcoming Lady Day 1622 rent. Labelling Mayle 'a very dangerouse man to deale with', Whitson allegedly promised that once he recovered 'his wrytynes and bonde' at 'Lady daye' next following (25 March 1623) he would immediately pay Croshawe's outstanding £687 10s. arrears.⁸⁹ Crispe stated that Whitson never asked him to 'requier or demaunde' any 'deduction or defalcation' from Mayle.⁹⁰ Taken together, their depositions supported Croshawe's case by showing that Whitson had recognised his assignment, and that Whitson's later refusal to pay him arose from the continued risk posed by Mayle's retention of the bonds and covenants. Whitson consequently pursued entitlements to deductions and defalcations through his crossbill only after Mayle had discharged his security in 1623.

The court's order on 17 June 1624 postponed publication of the depositions because Whitson 'made affidavit of some material witnesses he hath to examine'. The court permitted him to 'sue out an other Comission ... wherein the saide defendant [Croshawe] maye joyne', returnable at the start of the next term (Michaelmas).⁹¹ Depositions taken at Bristol in September and October 1624 repeated the same interrogatories as Whitson's first commission. The deponents, vintners operating within the lease's geographical remit (Gloucester, Worcester, Taunton), provided testimony that reinforced rather than materially altered his case.⁹² Croshawe appears not to have taken out another commission – unsurprising given his case rested on the fixed issue of his moiety entitlement. Whitson's claim relied more heavily on evidence accumulation – the second commission continued to substantiate his deduction claims. A 'peremptorie [peremptory] order' – not open to challenge – on 29 November fixed the hearing of the causes in 'Hillarie term next', marking the transition from the lease's contested reconstruction to final adjudication.⁹³

The Exchequer's final decree on 10 February 1625 definitively set out why the Western ports sublease payments system had become paralysed by May 1622. At the heart of this lay the nature of Mayle's 1614 moiety grant to Croshawe; the court determined that Mayle 'beinge trusted to make

⁸⁸ Appendix 4, p.83.

⁸⁹ Appendix 4, p.82.

⁹⁰ Appendix 4, p.83.

⁹¹ E124/37, p.79.

⁹² Appendix 5 'E134/22Jas1/Mich31', pp.92-97.

⁹³ E124/36, p.94.

the said assignment made onely A covenante'.⁹⁴ This confirmed that Croshawe's entitlement remained dependent upon Mayle's receipt of the rent rather than constituting a separate claim. Although the decree made no reference to Mayle's bankruptcy, his insolvency exposed the full consequences of a covenant structure that he had deliberately fashioned to retain control over the revenue flow. The decree rehearsed that 'upon the plaintiff [Croshawe] protestacion that hee had an assignement', Whitson paid him £130 towards the 1621 Michaelmas moiety instalment. Mayle's refusal to allow this, combined with his suggestion that Whitson was 'in danger to forfeite' the £3000 bond, effectively immobilised the Bristol merchant. He accordingly followed his counsel's advice 'that with safety of his demise and bonde hee might not paie the said rent' to Croshawe until he received a 'discharge' from Mayle.⁹⁵ This explains the stasis between Croshawe's assignment of his debt to the Exchequer in May 1622 and Mayle's production of the bond and covenants in June 1623, during which Whitson failed to enter the outstanding £687 10s. The court's recognition of a covenant rather than assignment enabled Whitson to enter a 'crosse bill' seeking deductions from the rent owed to Croshawe under Mayle's 1611 clause entitling him to an 18s. rebate per butt landed in other English ports and then transferred with certificate into Bristol's jurisdiction.⁹⁶ Croshawe was unable to counter this, as his moiety remained contingent upon Mayle's prior satisfaction of rents and deductions. The court ordered 'Auditor Budd' to 'cast up' the deductions 'after the rate of eighteene shillings A butt', giving effect to Whitson's evidential case, after which he was to 'satisfie' Croshawe's 'moiety'. The £3,000 bond and indenture of 1611 were then to be returned to Whitson.⁹⁷

The cases exposed the structural fragility of the Western ports sublease system during the 1612-1623 term. By the early 1620s, Mayle's insolvency, as the intermediary through which all revenue flowed, had brought to the fore the entwined issues of disputed entitlement, overlapping obligations, and contingent payments. His private interest, rooted in his unwillingness to relinquish control over the revenue stream, underpinned the lease's breakdown. The decree resolved the dispute but left the incentive structure that had produced it intact; systemic reform remained a matter for the state, not the Exchequer court. Yet, as chapter 3 demonstrates, the crown continued to prioritise financial concessions over legal integrity.

⁹⁴ Appendix 6 'E126/3', p.99.

⁹⁵ Appendix 6, p.100.

⁹⁶ Appendix 6, p.101

⁹⁷ Appendix 6, pp.101-102.

Chapter 3: Manipulating the administration

Chapter 1 explored Sir John Swinnerton's manipulation of the sweet wine farm lease terms. By shifting his contractual obligations so that more rent was premised on the new imposts, which could be annulled by parliament, he reduced his fixed payments. Chapter 2 examined John Mayle's use of legal instruments, whereby he covenanted, rather than assigned, the moiety share to Richard Croshawe. In refusing to relinquish control over the revenue stream, Mayle effectively paralysed the Western ports sublease structure. Together, these case studies demonstrated how the personal incentives for sweet wine farm operators disrupted the system's expected function. Chapter 3 adds a further dimension, showing how these incentives could encourage operators to exploit their administrative control over the customs system to influence the time of entry of sweet wine imports, thereby maximising personal returns.

This is demonstrated through the Exchequer case (1623-1627): *Thomazine Swinarton v Sir John Wolstenholme*. John Swinnerton (d.1616) appointed his wife Thomazine 'sole executrix', meaning she became 'possessed and interested' in the sweet wine farm.⁹⁸ On 7 December 1620, the crown granted the sweet wine farm lease in reversion to Sir John Wolstenholme, Abraham Jacob, John Maile, and William Garway the Younger, to commence after 25 March 1623. Wolstenholme, Jacob and Garway also doubled up as 'Collectors officers and ministers in the said Port of London and the members thereof'.⁹⁹ Lady Swinarton alleged that, having learned that 'several shippes and vessells' laden with at least 'three thousand one hundred pipes and buttes' of sweet wine were due to arrive before 25 March 1623, the trio with their 'Agentes and servantes' did 'dissuade and solite' the ships' owners and masters to delay landing until after this date. They offered 'diverse and sundrie allowances and rewardes' in return. This was to 'th'intent' that they would receive the proceeds from the sweet wine duties themselves at the beginning of their term – which Swinarton claimed amounted to £3780, indicating the scale of the financial incentives at play.¹⁰⁰ The case therefore hinged on the deliberate manipulation of timing within a system over which the defendants exercised a high degree of administrative control.

First, Swinarton claimed that Wolstenholme, Jacob, and Garway – through their official positions within the Port of London – colluded with merchants. She alleged the trio met on 10 March 1623 at Bernard Hide's 'dwelling house' in London with twelve merchants who were among the

⁹⁸ E126/3, p.276.

⁹⁹ E126/3 pp.276-278.

¹⁰⁰ E126/3, pp.278-279.

owners of the incoming wine shipments. They asked these merchants to ‘forbeare ... entring dischardging and laying’ their wines until Lady Day had passed, suggesting that their ships anchor up or head to the ‘Low Countreys’ in the interim.¹⁰¹ The defendants denied meeting at Hide’s house, though confessed they had ‘conference ... sometime before the said xxvth March at the exchange or at their office in the custom howse to consulte how to manage their farme’ with several of the same merchants. These merchants indicated that they expected the ‘diverse quantities of wines’ to arrive shortly and would land them in London, ‘if they might be well dealt with withal the subsidie and impost’, rather than ‘Middleborough’ or ‘the Lowe Countreys’.¹⁰² Wolstenholme, Jacob and Garway assured these merchants that ‘they should be well dealt *withall*’ as they ‘hoped Lawfull’ for them to do.¹⁰³ Although not in the form alleged, they acknowledged attempting to persuade merchants, in the days preceding 25 March 1623, to land their wines in London. Any preferential treatment discussed was necessarily contingent upon the wines being landed after Lady Day, once the trio were entitled to the proceeds, implying that Wolstenholme, Jacob and Garway explicitly communicated this to them. Their commercial networks therefore enabled the coordination through which the timing of landings was influenced.

The trio’s ‘Agentes and servantes’, who were named as co-defendants, provided the broader means through which the alleged scheme could be enacted. Richard Ward, their deputy searcher for the Port of London, surveyed the ‘sea coastes’ ensuring his masters were not ‘deceaved’ of duties.¹⁰⁴ Lady Swinarton accused him of boarding ships in the Thames preceding 25 March and persuading their crews to ‘forbeare their comming upp and entring of the said wines’, further alleging that he induced George Watkins, master of the *John* of London, with ‘fortie peeces of gould’.¹⁰⁵ Ward testified that, ‘conceaving himself bound in duetie to doe his best to advaunce the profitt of the ffarmors his mastors’, he boarded several ships and ‘did diswade and sollicite’ their crews to delay landing. He acknowledged offering inducements, among them ‘some smale curtesies to George Watkins ... as he conceived it was lawfull for him to doe’.¹⁰⁶ This admission demonstrates that his actions were not incidental but directed towards influencing the timing of landings. His masters, as London port officials, signalled preferential treatment to merchants; Ward, as searcher, provided the mobility to intercept ships in the days preceding 25 March. His testimony illuminates how Wolstenholme, Jacob

¹⁰¹ E126/3, p.278.

¹⁰² E126/3, p.281.

¹⁰³ E126/3, p.281.

¹⁰⁴ E126/3, p.281.

¹⁰⁵ E126/3, p.279.

¹⁰⁶ E126/3, p.282.

and Garway could exploit their existing administrative control to pursue private profits, supporting Swinarton's contention that landings were intentionally delayed.

William Willett, 'deputie Collector' for the port of Bristol for the incoming farmers, was also named by Swinarton. His testimony reveals how the manipulation of administration extended beyond London into regional ports and generated evidential ambiguity that hindered the plaintiff's ability to prove deliberate delay. Swinarton's case centred on the *Dove* of Topsham which she claimed was also purposefully unladed after 25 March 1623 at Bristol. Willett testified that 86 butts of wine carried on the *Dove* were recorded in the customs house on 28 March, and that he 'compounded' with the ship's merchants to receive the duties for the new farmers' use. The master of the *Dove*, Richard Calle, testified in a deposition taken on Swinarton's behalf that the ship was 'neare' the Port of Bristol, and thus within its jurisdiction, 'aboute the Twentieth daye of the said moneth of march'.¹⁰⁷ Yet, in response to the interrogatory asking specifically where the *Dove* was on 24 and 25 March, Calle answered that he could 'depose noe more than he hath formerly deposed'.¹⁰⁸ Whilst collusion cannot be proved, Calle's acknowledgement that his ship lay within the port's jurisdiction on 20 March; his failure to state his ship's whereabouts on 24 and 25 March; and Willett's testimony that the duties were levied on 28 March, created significant uncertainty surrounding the delay in landing, preventing proof of coordinated manipulation.

Underpinned by their commercial networks and administrative capacity, the trio's collective strength translated into more ruthless litigation. In a separate set of depositions by commission concerning 344 butts of wine landed in the *Hester* of Bristol, the defendants' counsel posed sixteen interrogatories to the deponents, compared to the plaintiff's five.¹⁰⁹ This disparity likely reflected the employment of higher quality counsel – a microcosm of the broader power asymmetries between the parties. Swinarton had petitioned James only two years earlier, complaining that he had 'injudiciously' raised the wine duties since 1612 causing imports to fall from 12,700 butts to 7,200 by 1621.¹¹⁰ André Simon interpreted this as evidence that she sought to be 'relieved' of the lease.¹¹¹ Certainly, she occupied an isolated position. Ashton described how customs experts throughout the early first Stuart period sought to accumulate multiple farms, thereby increasing profit and leverage

¹⁰⁷ E134/21Jas1/Hil24.

¹⁰⁸ E134/21Jas1/Hil24.

¹⁰⁹ E134/22Jas1/East19.

¹¹⁰ *Fourth Report of the Royal Commission on Historical Manuscripts, Part I., Report and Appendix* (HMSO, 1874), p.281.

¹¹¹ André L. Simon, *The History of the Wine Trade in England. Vol.3: The Wine Trade in England during the Seventeenth Century* (Holland Press, 1964), p.17

to extract concessions from the crown. Lady Swinarton effectively 'blocked' this consolidation after her husband's death, and was no match for Wolstenholme and Jacob, who secured the Great Farm lease in 1621 through what Ashton characterised as their 'managerial expertise.'¹¹² The 1623 Exchequer action effectively represented the culmination of the power asymmetries between the opposing parties. The court dismissed her bill 'touching all the said matters conteyned', bar '64 pipes of Sacke' for which the defendants had to compensate her.¹¹³

Despite not being legally condemned, Wolstenholme, Jacob and Garway's behaviour can be understood as a reaction to the same incentives that encouraged Swinnerton to reconfigure contractual terms and Mayle to manipulate legal instruments for their own gain. Such exploitation spoke to the farming system's perverse incentive structure, maintained because the principal farmers continued to operate as some of the crown's largest creditors, undermining any royal incentive to impose meaningful reform. A 1628 Privy Council Act exemplified this dynamic, mirroring the crown's earlier pardon of William Garway and Nicholas Salter after the 1612-13 Chancery action discussed in chapter 1. It identified the leases of the petty wine and currant farms as 'defective in lawe', including the indenture 'bearing date viith day of December' 1620 granting Wolstenholme, Jacob, Mayle, and Garway the sweet wine farm in reversion.¹¹⁴ The farmers were ordered to answer before the Privy Council, yet Wolstenholme – speaking on their behalf – suggested that they were 'content to offer his *Majestie* the somme of 12000*li*' for a one-year extension of the requisite leases.¹¹⁵ They also promised to pay £20,000 as an advance on rent 'to be forborne ... without interest'. In return, the Crown extended their leases and issued 'a pardon', releasing the farmers of liability.¹¹⁶ This was, in essence, a thinly veiled pay-off, sanctioned by a crown reliant on their financial support. It was this dependence on private credit that made the farmers indispensable.

Conclusion:

On 1 June 1641, the House of Commons resolved that 'the lease of the petty Farm' that Sir John Wolstenholme, Sir Nicholas Salter, Abraham Jacob, Richard Croshawe, William Garway, John Mayle

¹¹² Ashton, *The Crown*, p.95 and p.106.

¹¹³ E126/3, p.286.

¹¹⁴ PC2/36, f.136v.

¹¹⁵ PC2/36, f.126v.

¹¹⁶ PC2/36, f.126v.

and others received from James I in 1620 was 'no Warrant for them to receive the Profits of that farm in this King's Time', and that they were 'Delinquents in so doing.'¹¹⁷ This condemned the lease examined in chapter 3, which had provided Wolstenholme and others with the reversionary interest that culminated in their alleged manipulation of the administration of the sweet wine imports, and was identified as legally defective yet renewed in exchange for financial concessions in the 1628 Privy Council act. Parliament resolved that the 'Estates of such Persons, living or dead, by Colour of that Grant, received Monies ... ought to be made liable to Restitution'.¹¹⁸

The 1641 denunciation also declared that the 'Under-Sharers with the Patentees' were liable for restitution – recompense for the monies collected – too.¹¹⁹ The first contribution of this dissertation has been to reveal that the incentive structure to maximise private gain did not merely result in compromising behaviour at the level of Crown to principal lessees. This tension had been recognised in existing works.¹²⁰ Chapter 1 – repurposing administrative sources – reconstructed for the first time the precise mechanisms of Sir John Swinnerton's alleged contractual manipulation in his sweet wine lease. Yet abuse spread throughout the subdivisions of the farm. Chapter 2, through cross-referencing individual testimony with Exchequer orders, revealed how the multiplication of vested interests created contested entitlements and opaque financial relationships that could undermine the farm's function. Chapter 3 highlighted how self-enriching behaviour also manifested at the level of incoming to outgoing farmers. Although the actions of Wolstenholme's syndicate were not explicitly condemned, they can be understood as a reaction to the same incentive structure that fostered Swinnerton's contractual manipulation and Mayle's exploitation of legal instruments. Together, the chapters illuminate three distinct moments of exploitation through three distinct mechanisms enacted by three distinct parties within the 1612 to 1623 sweet wine lease term.

The second contribution of this dissertation has been to demonstrate that legal records expose dimensions of the customs farming system that administrative and economic sources cannot. This is most vividly illustrated in the reconstruction of the Western ports sublease breakdown which, because of its private nature, was not recorded in the records of state, making Chancery and Exchequer records the only means by which this episode could be recovered. This methodology has

¹¹⁷ 'House of Commons Journal Volume 2: 01 June 1641', in *Journal of the House of Commons: Vol 2 1640-1643* (HMSO, 1802), BHO, <<https://www.british-history.ac.uk/commons-jrnl/vol2/pp162-164>> [accessed 15 April 2026].

¹¹⁸ *Journal*, 1640-1643.

¹¹⁹ *Journal*, 1640-1643.

¹²⁰ For a recent treatment, see: David Chan Smith, 'James VI and I: A Corrupt Reign or the Reign of Anti-Corruption?', in *James VI and I: Kingship, Government, and Religion*, ed. by Alexander Courtney and Michael Questier (Routledge, 2025), p.102.

therefore demonstrated how the long-recognised difficulty in uncovering arrangements between 'noble patentees and their underfarmers' can be overcome.¹²¹ It also provides a template that could, in part, be replicated within the 'detailed study of the local administration of the customs' that continues to elude the field.¹²²

¹²¹ Ashton, *The City*, p.22.

¹²² Braddick, *The Nerves*, p.56.

Acknowledgements:

I would like to thank Dr. Evan Jones for his support and guidance as my supervisor. He has been very generous with his time and advice and initially encouraged and shaped my research into early modern political and economic history through 'The Smugglers' City' module.

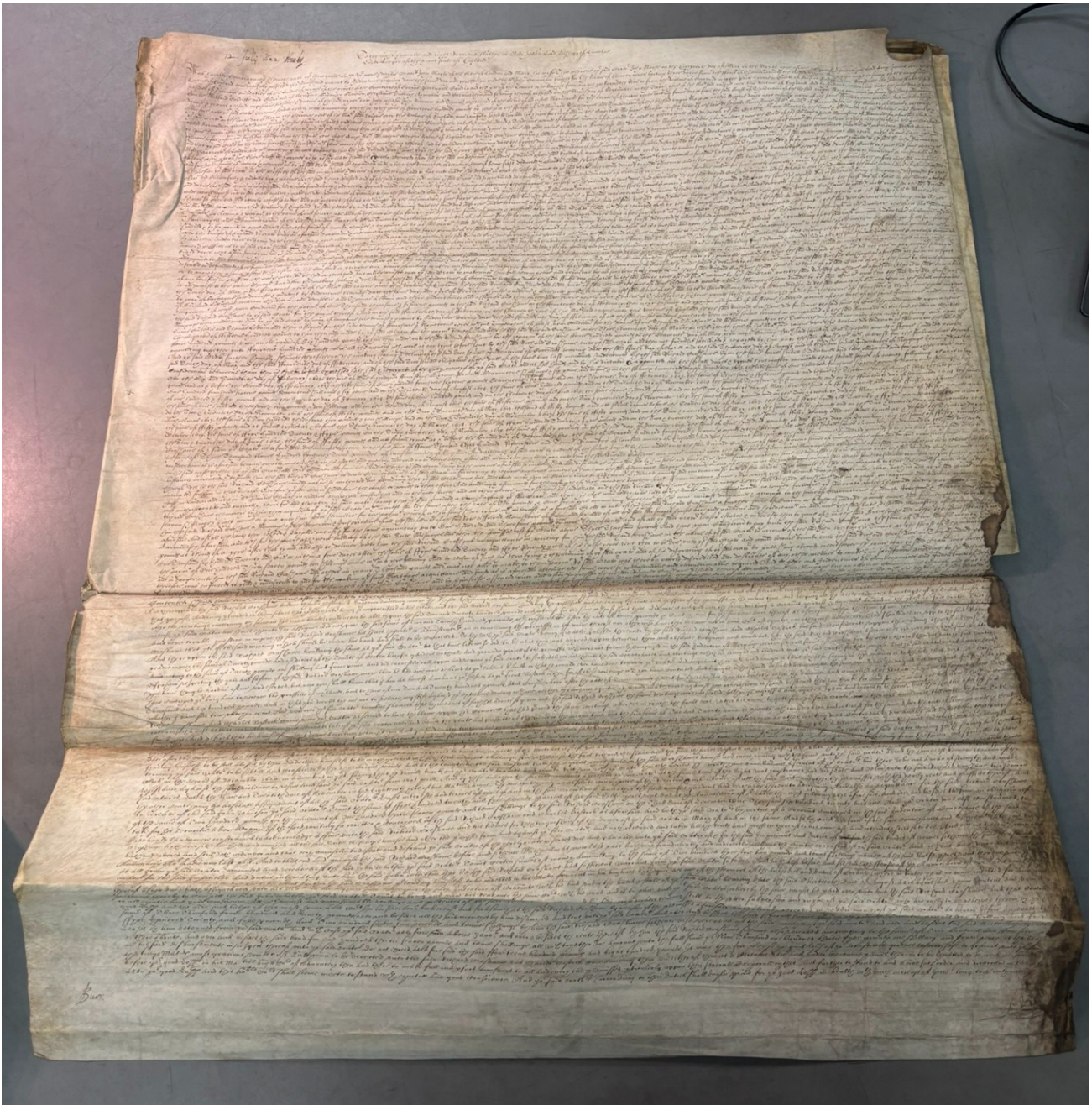
I would also like to thank Margaret Condon, whose invaluable expertise in the Courts of Exchequer and Chancery records and willingness to share this with me has been greatly appreciated. Through numerous conversations she has also helped guide my research and challenge my thinking, alongside assisting with some of the more challenging palaeography.

Appendices

The following transcription conventions were employed when transcribing these documents:

- Capitals, punctuation, line breaks, paragraphs and crossed out sections, have been reproduced as they were in the original documents.
- For ease of reading, 'l', 'j', 'u' and 'v' have been rendered according to modern conventions, and ampersand (&) has been extended as 'and' without comment.
- Editorial interventions, including the extension of abbreviations, are in italics.
- Instances of 'ff' have been reproduced as they were on the originals.
- '_' represents either damaged or illegible text on the manuscripts.
- Where there are page numbers, they have been omitted for ease of referencing the passages in the main body.

Appendix 1: Nathan Roberts (ed.), TNA, C8/29/86 'Mayle v Croshawe' (Unpublished transcription, 2026).



12 Julij 1622 Bermondsy To the right honorable and right Reverand ffather in God John Lord Bishopp of Lincolne

Lord Keeper of the great seale of England¹²³./

Most humbly complayning sheweth unto your honorable Lordshipp your poore and daylie Orator John Mayle of the Cite of London and Mary his wyfe That whereas your said Orator John Mayle on the Eighteenth day of May in the Nynth yere of the raigne of our soveraigne Lord King James¹²⁴ over this Realme of England was lawfully possessed of a demise and graunt by Indenture bearing date the same day and yere to him made by Sir John Swinarton knight for the terme of Eleaven yeres lacking three dayes from the Ffeast of Thannunciacion of the blessed Virgin Mary then next ensuing of the imposicions

¹²³ John Williams (1582-1650): Bishop of Lincoln, 1621-1642; Lord Chancellor, 1621-1625; Archbishop of York, 1641-1646 (*Dictionary of Welsh Biography*).

¹²⁴ 18th May 1611.

subsidies of Tunnage and duties of the kindes of wyne of the growth of the Countreys of Spayne Portugall Candia¹²⁵ and the parte of the Levant to be brought from any of the partes beyond the Seas or from the Realme of Scotland into the Portes Havens or Creekes of Bristol Bridgewater Barstable also Barnestable Ilford

Combe Milford Cardiffe and Gloucester and of Newport Swansey Cleveley Chepstowe Tinbigh Axwater and Carmarthen and so being thereof possessed On the Nynth day of September in the Nynth yere of his Majestes said raigne over this Realme of England did by Indenture bearing date the same day and yere

demise and graunt the said impositions subsidies and duties of the said wyne onto John Whitson John Roberow¹²⁶ and Thomas Whitehead¹²⁷ of the Citie of Bristoll Marchantes for the terme of Eleaven yeres lacking foure dayes from the said feast of Thannunciacion of the blessed virgin Mary then next ensuing Yeilding and paying

therefore unto your said orator Certeine severall yerely rentes amounting together to the somme of ffourteene hundred poundes by yere, att the ffeastes of St Michael Tharchangell, and Thannunciacion of the blessed Virgin Mary or within Twelve daye next ensuing either of the same ffeastes by even porcions And whereas also

your said Orator on the Tenth day of May in the Eleaventh yere of his Majestes raigne over this Realme of England was lawfully seized¹²⁸ to him and his heires forever of and in the Capitall¹²⁹ Mesuage¹³⁰ Mansion house and scite of the late dissolved Monasterie of St Savors of Barmondsey in the County of Surrey otherwise

called Barmondsey place with divers severall houses tenementes¹³¹ orchardes and gardens thereon to belonging of the cleere yerely value of One Hundred and Threescore poundes¹³² of lawfull money of England by yere or thereabouts and whereof your said Oratrix¹³³ Mary Mayle by the laws and customes of this Realme was dowable¹³⁴ and

to have Dower after the decease of your said Orator, and your said orator was then also possessed of divers leases and termes for many yeres to come and good value of and in a Brewhouse and divers other Mesuages gardens and orchardes at and nere the Scite of the said late dissolved Monastery of Barmondsey aforesaid, And

whereas before and after the First day of Aprill in the Tenth yere of the Kinges Majestes said raigne over this Realme of England¹³⁵, one Richard Croshawe Citizen and Goldsmith of London by reason of his familiarity and acquaintance with your said orator had notice and knowledge of your orators said severall estates titles¹³⁶ and interests of and in the premisses aforesaid

and that your said Orator for the better furnishing of himself with some money for the purchasing thereof had by an Indenture bearing date the fyfth day of June in the said Nynth yere of his Majestes said raigne,¹³⁷ and by other Indentures and writings under his hand and seale Covenanted¹³⁸ severallie with one Henry Polsted Citizen and

Marchanttaylor of London,¹³⁹ and with another person well knowne to him the said Richard Croshawe, that he the said Henry Polsted and the same other person in consideration of some moneys by them formerly disbursed to your said Orator, should have and receive of your said Orator an Accompt and yerely payment of one Eight parte, and

of some other partes of such cleere proffites and gaynes as by your said orators should be yerely received of or for the said impositions subsidies and duties of the said kyndes of wyne (certeine severall yerely rentes amounting to the somme of Three Hundred and Fifty poundes by the yere payable to the said Sir John Swinarton

¹²⁵ 'Candia': Crete.

¹²⁶ John Roberow: One of Bristol's members of the Spanish Company, 1605; Sheriff of Bristol, 1605; member of Bristol's Society of Merchant Venturers during the early seventeenth century (*Records Relating to the Society of Merchant Venturers of the City of Bristol in the Seventeenth Century*, ed. by Patrick McGrath (Bristol Record Society, 1952), pp.2-4; *Adams's Chronicle of Bristol*, ed. by Francis Fox (J. W. Arrowsmith, 1910), p.179.

¹²⁷ Thomas Whitehead: 'member of Bristol's Common Council, 1609-1613; Sheriff and Treasurer of the Society of Merchant Venturers, 1610-1611; Chamberlain of Bristol, May-September, 1613', *Merchants and Merchandise in Seventeenth-Century Bristol*, ed. by Patrick McGrath (Bristol Record Society, 1955), p.173.

¹²⁸ 'seized': to endow someone / put them in legal possession of a property.

¹²⁹ 'Capitall' in this context refers to the financial asset that Mayle gained when the property of the monastery was ceded to him.

¹³⁰ 'Mesuage': messuage. This refers to 'a dwelling house together with its outbuildings and the adjacent land assigned to its use' (OED).

¹³¹ 'The fact of holding as a possession' (OED).

¹³² £160.

¹³³ 'A female plaintiff or petitioner' (OED).

¹³⁴ 'Dowable': Entitled to dower. That is, 'the portion of a deceased husband's estate which the law allows to his widow for her life' (OED).

¹³⁵ 1 April 1612.

¹³⁶ 'An established or recognised right to the ownership of land or other property' (OED).

¹³⁷ 5 June 1611.

¹³⁸ 'To agree formally or solemnly; to contract' (OED).

¹³⁹ Henry Polsted was warden of the Merchant Taylors Company in 1621 and 1623, and Master in 1625. He provided £500 to the City of London Corporation in 1625 to be lent to Charles I (Nigel Victor Sleight-Johnson, *The Merchant Taylors Company of London, 1580 - 1645: with Special Reference to Government and Politics* (PhD Thesis, UCL, 1989), p.390.

and such other sommes of money and charges as by your said orator should be expended in or about the Recovery or obteyning thereof being first deducted and allowed) And he the said Richard Croshawe by the meanes foresaid having such notice and knowledge thereof did earnestly Covett to have had some other parte

or share from your said orator in the proffittes of the said impositions and duties of the said wyne, and to that end made his desires in that behalf knowne to your said orator who utterly denyed to yield thereunto and thereupon he the said Richard Croshawe altogether without the privity¹⁴⁰ knowledge or consent of your said

orator did unlawfully and unduely buy and obteyne of the said Henry Polsted and of the said other person with whom your said Orator had so covenanted as aforesaid, his and their said severall Indentures of Covenantes to him and them then formerlie made for such yerely accomptes and paymentes, of such partes and porcions of the proffittes of the said impositions

and duties of the said wyne as is aforesaid. And thereby fraudulently and indirectly prevented your said orator from all hope of the having or obteyning thereof againe to himselfe which he intended to have done. And afterwarde he the said Richard Croshawe acquainted your said orator that he had obteyned of the same Indentures of Covenantes, and

made earnest request unto your said orator to alter and make the like Indentures of Covenantes to him the said Richard Croshawe in his owne name promising unto your said orator many great kindnesses by loanes of money and otherwise if he would yeild unto the same his request But your said orator then being greatly displeased for that

he was so prevented did utterly refuse to doe, and yet nevertheles at the length by the insinuation and such fayre promises of the said Richard Croshawe as is aforesaid was overcome and drawn thereunto at severall tymes, and thereupon first on or about the first day of Aprill in the Tenth yere of

his Majestes said raigne over this Realme of England your said orator by an Indenture bearing date the same day and yere made betweene your said orator on thone partie And the said Richard Croshawe on thother partie did Covenant with the said Richard Croshawe to yeild and make unto him the said Richard

Croshawe an Accompt¹⁴¹ and payment, to the value of one fourth parte, and of the moytie of a fourth parte of all such sommes of money and profittes as by your said Orator should be had and received of or by the said impositions and duties of the said kindes of wyne yerely att the ffeastes of St Michael

Tharchangell and Thannunciacion of the blessed virgin Mary or within Twenty dayes next ensuing either of the same feastes by even porcions or within eight dayes next after such tyme as your said orator should have had and received the same (the said yerely rentes amounting unto Three

hundred and fyfty poundes by yere and all such other sommes of money charges and expences as by your said orator should be disbursed in or about the Recovery or obteyning thereof being first deducted and allowed) And afterwarde on or about the Thirteenth day of August in the Twelveth yere of his Majestes said raigne

over this Realme of England¹⁴² your orator being as aforesaid drawn on and overcome by the insinuation and fayre promises of the said Richard Croshawe by the loanes of moneys and other kindnesses as is aforesaid and upon his surrendering yeilding up and cancelling of the said last mencioned Indenture of Covenantes, did

by another Indenture bearing date the same day and yere made betweene your said orator on thone¹⁴³ parte and the said Richard Croshawe on the thother partie Covenant with him the said Richard Croshawe to yeild and make to him the said Richard Croshawe an accompt and payment to the value of the moitie or one halfe parte of all such somes of

money and profites as by your said orator have be had and received of and by the said impositions and duties of the said kindes of wyne yerely at the said feastes of Thanunciacion of the blessed virgin Mary and St Michael Tharchangell or within Twelve dayes next ensuing either of the same feastes by equall porcions or within

eight dayes next after such tyme as your said orator should have had and received the same (the said yerely rentes amounting unto Three Hundred and ffifty poundes and such somes of money Charges and expences as is aforesaid being first deducted and allowed) And in and by the same severall Indentures it was also Covenanted

and agreed by and between him the said Richard Croshawe and your said orator that he the said Richard Croshawe should not at any tyme or times make doe or Comitt any act deed device or thing whatsoever whereby or by meanes whereof your said Orator should or might be in parte or in all in any wise

defeated or defrauded of or from the having or receiving of the rentes or proffittes of the said impositions and duties of the said kindes of wyne or any of them And your said Orator further sheweth unto your honorable good Lordship, that the said Richard Croshawe did not give or pay unto your said orator

or to any other person or persons to his use or by his Consent or privytie any penny of money or other consideration whatsoever for or in respect of the said severall Indentures of Covenantes so made sealed and delivered by your said Orator unto him the said Richard Croshawe as aforesaid nor for or in respect

¹⁴⁰ 'A relation between two parties that is recognised by law as a consequence of their mutual participation or interest in a transaction, covenant, tenure, etcetera (OED).

¹⁴¹ Account.

¹⁴² 13 August 1614.

¹⁴³ 'Thone' : The one.

of any benefitt or profit *which* was thereby to be had or received, but onlie promised unto your said Orator to make unto him full recompence and requital for all such benefites and profittes as he the said Richard Croshawe should have or receive of your said Orator of or by the same by loanes of money

or otherwise to the value thereof But after the making sealing and delivering of the said first Indenture of Covenantes bearing date the said ffirft day of Aprill in the said Tenth yere¹⁴⁴ of his Majestes raigne by your said Orator unto the said Richard Croshawe as aforesaid (that is to saie on or about

the Tenth day of May in the Eleaventh yere of his Majestes said raigne over this Realme of England¹⁴⁵ he the said Richard Croshawe did lend unto your said Orator the somme of One Thowsand Poundes upon a Morgage then made by your said Orator unto him the said Richard Croshawe

by way of bargayne sale demise and graunt by Indenture bearing date the same and yere of Certeyne houses gardens and Orchardes parcell and belonging to the said Scite of the late dissolved Monasterie of Barmondsey in the said county of Surrey then in the severall occupacions

of Barnard Littichino William Chirkett Lucas Consellio and Thomas Ledam and their undertenantes and assignes and then of the presente cleere yerely rent and value of Threescore and sixtene poundes six shillings and eight pence¹⁴⁶ for the terme of ffourscore and Nyneteene yeres¹⁴⁷ without

ympeachment of wast¹⁴⁸ upon condicion for the payment, of One Thousand three score and fiftene poundes¹⁴⁹ to the said Richard Croshawe on the ffourteenth day of ffebruary then next ensuing¹⁵⁰ and upon an obligacion of fiftene hundred poundes of the date of the same Indenture made unto him

the said Richard Croshawe by your said Orator for the payment thereof. And on the said ffourteenth day of ffebruary in the Eleaventh yere¹⁵¹ of his Majestes said raigne over this Realme of England he the said Richard Croshawe did forbear the said somme of One Thowsand poundes upon a newe

Morgage then made unto him by your said Orator by way of bargaine sale demise and graunt by Indenture bearing date the said ffourteenth day of ffebruary of all the said houses gardens and orchards then in the severall tenures or occupacions of the said Barnard Littichino William Chirkett

Lucas Corsellio and Thomas Ledam and their assignes for the like terme of ffourscore and nyneteene yeres *without* ympeachment of wast upon condicion for the payment of one Thousand Threescore and fiftene poundes on the twentieth day of November then next ensuing¹⁵² and upon the

like obligacion of Ffifteene Hundred poundes to him then also made by your said Orator for the payment thereof And also he the said Richard Croshawe on the Three and twentieth day of March in the Sixteenth yere of his Majestes said raigne over this Realme¹⁵³ did lend unto your said orator the somme of

ffoure hundred poundes upon an obligacion of Six hundred poundes by him then made unto the said Richard Croshawe for the repayment of the same ffoure hundred poundes on the Seaventh day of May then next coming¹⁵⁴ *Which* said sommes of One Thowsand poundes and ffoure hundred poundes

amounting together unto ffourtene hundred powndes were all the moneys *which* were at any tyme before lent by the said Richard Croshawe unto your said Orator and then not formerlie satisfied and repayed by him unto the said Croshawe *with* interest for the forbearance thereof

And your said Orator further humbly sheweth that sithence the making sealing and delivery of the said Two Severall Indentures of Covenantes bearing date the said ffirft day of Aprill¹⁵⁵ and the said Thirteenth day of August¹⁵⁶ and of the said Two Severall Indentures of Morgage bearing date the

said Tenth day of May¹⁵⁷ and the said ffourteenth day of ffebruary¹⁵⁸, and of the said Two severall obligacions of the of the date of the same two last mencioned Indentures he the said Richard Croshawe upon the same foure severall Indentures and two obligacions for no other cause nor

Consideracion between them then is herein before expressed hath had and receyved of the proper moneys of your said orator and at his handes and by his direccion and appointed att the severall dayes and tymes hereinafter mencioned theis severall sommes of money following that is to say

On the Six and Twentieth day of ffebruary 1612 the somme of One Hundred ffourscore Sixtene Poundes Seaventene shillings and sixe pence¹⁵⁹, and before and on the ffoure and twentieth day of december 1613 the like somme of One hundred ffourscore sixtene poundes seaventene shillings and sixe

¹⁴⁴ 1 April 1612.

¹⁴⁵ 10 May 1613.

¹⁴⁶ £76 6s 8d.

¹⁴⁷ 99 years.

¹⁴⁸ 'Without ympeachment of wast' renders Mayle not liable for any damage done to the property once he has payed Croshawe for it.

¹⁴⁹ £1075.

¹⁵⁰ 14 February 1614.

¹⁵¹ Scribal error – should be 'twelfth year'.

¹⁵² 20 November 1614.

¹⁵³ 23 March 1619.

¹⁵⁴ 17 May 1619.

¹⁵⁵ 1 April 1612.

¹⁵⁶ 13 August 1614.

¹⁵⁷ 10 May 1613

¹⁵⁸ 14 February 1614.

¹⁵⁹ £196 17s 6d.

pence and at and before the Second day of february 1613 the like somme of One Hundred fourscore sixtene poundes Seaventeene shillings and ix pence¹⁶⁰ and on the Thirtieth day of february 1613 the somme of Threescore and fifteene poundes¹⁶¹ and before the Thirtieth day of August 1614 the like somme of

One Hundred fourscore sixtene poundes seaventeene shillings and six pence and on Thirtieth day of August 1614 the somme of One Hundred poundes and on the Twentieth day of November 1614 the somme of Threescore and fifteene pounce, and on the ffourteenth day of december 1614 the somme

of one hundred and fifty poundes, and on the Twentieth day of January 1614 the somme of One hundred poundes, and on the Eleaventh day of April 1615 the somme of one hundred poundes and on the Two and twentieth day of May 1615 the somme of ffifty poundes, and on the ffirst day of June 1615

the somme of one hundred threescore and two poundes and ten shillings¹⁶² and on the Second day August 1615 the somme of ffifteene poundes and on the Two and twentieth day of November 1615 the some of ffifty poundes and on the Two and twentieth day of May 1616 the somme of ffifty poundes and

on the Two and twentieth day of November 1616 the somme of ffifty poundes and on the Two and Twentieth day of May 1617 the somme of ffifty poundes and at severall tymes before the the Seaventh day of June 1617 the somme of ffyve Hundred Twenty and ffyve poundes and att or about

Michaelmas 1617 the some of Two hundred threescore two poundes and ten shillings¹⁶³, and on the Two and Twentieth day of November 1617 the somme of ffifty poundes, and on the Two and twentieth day of May 1618 the somme of ffifty poundes and on the Two and twentieth day of November 1618

the somme of ffifty poundes, and at severall tymes at and before the Three and twentieth day of March 1618 the somme of ffyve Hundred Twenty and fyve poundes and on the Two and twentieth day of May 1619 the somme of ffifty poundes and at severall tymes at and before the Thirtieth day of

October 1619 the somme of ffyve Hundred Twenty and ffyve poundes On the Two and twentieth day of November 1619 the somme of ffifty poundes on the Third day of December 1619 the somme of One Hundred poundes on the eight day of January 1619 the somme of ffifty poundes, on

the Two and twentieth day of June 1620 the somme of fifty poundes and att severall tymes at and before the Second day of December 1620 the somme of Seaven Hundred fourscore and seaven poundes and ten shillings¹⁶⁴ All *which* said severall sommes of money so received by the said Richard

Croshawe of and from *your* Orator as aforesaid doe amount together to the full somme ffoure Thowsand Eight Hundred ffowerscore and Tenne Poundes¹⁶⁵ of lawfull money of England, And doe surmount and exceed the said ffourteene Hundred poundes so by him lent unto *your* said Orator

by the somme of Three Thowsand ffoure Hundred ffourscore and Tenne powndes¹⁶⁶ of lawfull money of England And although *your* said orator by meanes of the severall paymentes by him made unto the said Richard Croshawe of such and so great sommes of money as are aforesaid for and upon such small cause and

consideracion as is aforesaid became greatly impoverished in his estate, and greatly indebted unto divers other persons and altogether unable to pay unto him the said Richard Croshawe any more moneys upon the saide severall Indentures Mortgage and obligacions aforesaid or any of them or to relevee himselfe

or his said wyfe thother of *your* said Orators, and their children and familie. And although *your* said Orator being by the meanes aforesaid so impoverished and disabled as aforesaid did by himself and some of his honorable friendes make the same his disbursed estate knowne unto the said Richard Croshawe, and most

instantly intreated and desired him the said Richard Croshawe to deale Charitable *with your* said Orator in forbearing to require any more moneys of him upon the said Indenture Mortgage and bondes or any of them, or at the least to give unto *your* said Orator some reasonable tyme and respitt¹⁶⁷ for the payment

thereof yet he the said Richard Croshawe would not be so contented but pretending that *your* said Orator was still indebted unto him in Seaventeene or Eightene Hundred poundes did contrariwise¹⁶⁸ tell *your* said Orator That because he had Complained to that his honorable freind who had so

intreated for him in that behalf Therefore *your* said Orator should fare the worse, or wordes to that effect And accordingly afterwarde for the most parte of Sixe moneths together vizt¹⁶⁹ ffrom or about June 1620 untill the said Second day of December 1620 both in and at *your* said Orators dwelling

house in London, and at and in St Paules Church in London Whitehall Westminsterhall and in the open streetes and all other places wheresoever *your* said Orator, and the said Richard Croshawe happen to meete he the said Richard Croshawe did in a most outrageous and violent manner and

¹⁶⁰ £196 17s 9d.

¹⁶¹ £75.

¹⁶² £162 10s.

¹⁶³ £262 10s.

¹⁶⁴ £787 10s.

¹⁶⁵ £4890.

¹⁶⁶ £3490.

¹⁶⁷ respite.

¹⁶⁸ 'Contrariwise': On the Contrary (OED).

¹⁶⁹ 'vizt': videlicet.

most unchristianlike and uncivilly terrifie and threaten *your* said orator saying that he had provided a Course¹⁷⁰ against *your* said Orator, and that his Axe was ready to be layed to the Roote and therefore would no longer forbear *your* said orator unles he would presentely pay unto him the said

Richard Croshawe the moneys by him then required of *your* said Orator *with* interest for the same after the rate of Ten powndes per cent for a yere amounting together by his owne unjust demaundes and accompt to the somme of Seaventeen Hundred Ffourscore and Seaventeene Powndes

Seaven Shillings and Eight pence¹⁷¹ or give unto him *presente* securitie for the payment thereof *within* some short tyme *with* interest as aforesaid Or elles to take of him the said Richard Croshawe a further somme of Seaven or Eight Hundred poundes more and for altogether to make un[to]¹⁷²

him the said Richard Croshawe a Mortgage of the Revercion¹⁷³ and Inheritance of all the said Scite of the said late dissolved Monasterie of Barmondsey and of all the said Mesuages houses orchardes gardens and hereditamentes in and nere the said late dissolved Monastery of Barmondsey

aforesaid And of all the rentes then reserved and payable out of and for the same amounting unto One Hundred and Threescore Poundes¹⁷⁴ by yere or nere thereabouts, and of all *your* said orators leases estates and interestes then to come of and in the said Brewhouse and other the premisses att and nere

Barmondsey aforesaid, and *which* for the purchase and newe building of the said Scite Mesuages and other the premisses cost *your* Orator above Three Thowsand Poundes And that upon Condicion to pay unto the said Richard Croshawe the somme of Two and Twenty hundred

poundes¹⁷⁵ at thend of a yere after that tyme, and also to deliver unto him the said Richard Croshawe an acquittance¹⁷⁶ in writing for him the said Richard Croshawe in the name of *your* said Orator to receive of the said John Whitson his Tenant at the Ffeast of Thannunciacion of

One Thousand Six Hundred Twenty and One¹⁷⁷ or within a fewe dayes after the somme of ffyve Hundred Twenty and ffyve Powndes¹⁷⁸ parcell of his halfe yeres rent then to be due unto *your* said Orator, and would become bound unto the said Richard Croshawe in Two hundred poundes [and]¹⁷⁹

the payment of One Hundred Thirty Seaven poundes ten shillings¹⁸⁰ more *within* a yere following And by reason of such his terrifying and threatening of *your* said orator and of his disgracing of *your* said Orator by publishing abroad wheresoever he came that *your* said Orator was greatly [in debt]¹⁸¹

and in danger unto him the said Richard Croshawe and others in many Thowsande poundes and was not able to make to them payment, *your* said Orator was thereby utterly discredited and destitute of any other meanes to make him satisfaccion according to his desire, -----¹⁸²

therefore was enforced to yeild and condescend to and for the making of such Mortgage acquittance and bond as is aforesaid although the same were so unreasonable and unconscionable required And to that end Indentures of Conveyaunces¹⁸³ and Indentures of defe[asance]¹⁸⁴

for the said Mortgage being drawn and perversed by the Councell of the said Croshawe and by himself assented unto and after ingrossed He the said Richard Croshawe disliked thereof and would have no Mortgage but an absolute Conveyaunce thereof, and that *your* said

Orator should take his words that if the said Two Thowsand and Two hundred powndes were paid within a yere and interest for the same, then he would reconvey the premisses unto *your* said Orator or to any other he should appoint. To *which* his desire *your* said Orator ([being]¹⁸⁵

unwilling and yet being so inforced) did also yeild unto so as the promise of the said Richard Croshawe in that behalfe might have bene made before sufficient witnesses and sett downe in writing under their handes which at the first he was

Contented should have bene, but shortlie after he disliked thereof againe, and then he would have his promisse sett downe in writing whereunto he would putt his owne hand and seale, whereunto *your* said Orator (being inforced as aforesaid) did also assent

¹⁷⁰ Curse.

¹⁷¹ £1797 7s. 8d.

¹⁷² Obscured by paper damage.

¹⁷³ 'Revercion': An estate granted to one party and subsequently granted in turn or transferable to another (OED).

¹⁷⁴ £160.

¹⁷⁵ £2200.

¹⁷⁶ 'acquittance': 'a document showing a debt had been paid; a written or printed release' (OED). In this context, Croshaw desired an 'acquittance' because it transferred the legal right to collect Whitson's rent from Mayle to him.

¹⁷⁷ 25 March 1621.

¹⁷⁸ £525.

¹⁷⁹ Likely word obscured by paper damage.

¹⁸⁰ £137 10s.

¹⁸¹ Likely two words obscured by paper damage.

¹⁸² Manuscript damaged – likely one word missing.

¹⁸³ Conveyances: The transfer of property from one person to another by any lawful act (OED).

¹⁸⁴ Cut off again though most likely word given the context. 'defeasance': release of exemption from an obligation or debt (OED).

¹⁸⁵ Paper damage – likely one word missing. It could be 'being'.

And thereuppon he the said Richard Croshawe and one Charles Bostock a Scryvener dwelling neere the Royall Exchange in London in the parish wherein the said Richard Croshawe dwell¹⁸⁶ and who had combyned and confederated together against *your* said orator did plott and devise a writing and indenture [for]¹⁸⁷

that purpose, And being perswaded in themselves that *your* said Orator being so impoverished in his estate, and the said Richard Croshawe houlding the possession and receaving the rentes and proffittes of the premisses in the meane tyme and keeping all the deedes evidences counterpartes of the Tenantes Leases and

other the writings concerning the same in his owne handes)¹⁸⁸ could never be able to paie the said Two and Twenty hundred and interest for the same *within* so short tyme, did incert and putt into the same writing a Covenant proviso and agreement by and on the *part* of *your* said orator, That yf

incase *your* said orator his heires executors or assignes did not paie the said summe of Two and Twenty hundred powndes *with* consideracion after the rate of tenne powndes per Cent per annum for the forbearance thereof as aforesaid *within* the tyme of one yere, Then he would rest satisfied

and never trouble question, or impeach the said Richard Croshawe his heires executors or administrators in or concerning the premisses or the value thereof nor otherwise neither by Lawe nor in anie Court of equitie nor otherwise howsoever, And should deliver upp to the said Richard

Croshawe that *parte* of the said writing which should be under his hand and seale to be cancelled, To the *which* *your* said orator being greatlie pressed thereunto by the said Richard Croshawe and Charles Bostock his said confederate uppon the reading thereof likewise also

And thereuppon the said Richard Croshawe houlding the same as *your* said Orator at that time likewise did to be as it then was agreed uppon between them an absolute bargaine and contract, hee the said Richard Croshawe afterward did receive of *your* said orator

readie money the summe of Twenty powndes and of divers of the Tenantes of certen howses gardens and orchards and groundes parcell of the premisses *which* were not formerly comprized in the said Indenture of Mortgage certen severall summes of money for the rentes thereof then due unto *your* said Orator

amounting to the summe of Twenty powndes one shilling and foure pence¹⁸⁹, and did earnestlie call uppon and require *your* said orator to seale deliver and execute the said conveyances and writings which he brought and tendered unto *your* said Orator for that purpose, But *your* said orator out of a meere honest

disposicion respecting the good and safetie of the said Richard Croshawe more than he had anie waie deserved at *your* orators handes, or that he would ever have done towards *your* orator did acquaint him *with* his dainger in that behalfe for saying in this manner or to the like effect, vizt Mr Croshawe

you have thought hardlie of me underserved, but more you shall know that I am as honest a man as *your* selfe or as *your* friend Bostock either, for if these writings *which* you have Contrived and brought hither should be sealed between us the same would doe you no good but much hurt, for first as you

have Contryved *your* bargaine to receive the proffittes of my Landes, and to have of me Two and Twenty hundred powndes, and consideracion after the rate of Tenne powndes and Cent for a yere besides, you are directly within the daunger and compasse of the Statute of usurie to soe forfeit above Six

Thousand and six hundred poundes, and in that you would tye me not to relieve myselfe against *your* extreme dealing *with* me neither by lawe nor equitie, yt would make more against you wheresover it should be shewed then you think for And soe *you* maie goe and advise *with* *your* Councell

whether I have said true unto you or not, And moreover *your* said orator humblie sheweth that by meanes of such his advice so given unto the said Richard Croshawe the same writing were not sealed, although ingrossed and agreed uppon and extant to be seene, but then shortlie after the said

Richard Croshawe and Charles Bostock came unto *your* Orator as seemed to laie the blame uppon his Councell that had penned the same writings, whereas in truth the fault was rather his owne to gett from *your* said orator more then was anie waie tollerable by lawe. To be

taken in such a case as that was, And therewithall offered to take of *your* said orator over and above the rentes and proffittes of the Landes in the meane time, but the said summe of Two and Twenty hundred powndes *with* consideracion and interest for the same after the rate of Nine poundes per Cent

for a yere, and desired that he himself might drawe a writing betwixt him and *your* said orator touching his promise *with* *your* said orator was then likewise conteyned by Croshawe thereuppon an other writing was contryved by him and the said Bostock for that purpose and

ingrossed in a paire of indentures in paper by the same Richard Croshawe *with* his owne hand and shewed to *your* said orator who for quietnes sake being so overawed by such their indirect practices and contented should be passed between them, and the same Indentures in paper being so

written and examined and made perfect to be sealed and dated *with* the rest of the writings concerning the said agreement *within* a daie or two next following at his the said Richard Croshawes dwelling howse in London aforesaid where *your* said orator coming for the sealing and executing

thereof accordinglie then the said Croshawe and Bostock offered unto *your* said orator one writing in paper spoiled and not indented to be subscribed and sealed *which* they in the meane time had devised and altered in manie pointes disagreeing from the former, but speciallie to beare

¹⁸⁶ The parish was St Bartholomew's, where in his will he stated that he had 'long been a parishioner'. Richard Croshawe's will was transcribed by Reginald M. Glencross, 'Virginia Gleanings in England (Continued)', *The Virginia Magazine of History and Biography*, 30.3 (1922), pp.274-279.

¹⁸⁷ Paper damage – one word missing, though likely 'for'.

¹⁸⁸ No open bracket to match.

¹⁸⁹ £20 1s 4d.

date after the conveyance then at the same instant to be sealed whereby it might have appeared to have bin no parte of the contract itself, but a bare promise to be at the pleasure of the said Richard Croshawe, and *your* said Orator for the same cause and for other the alteracions therein

fynding himselfe to be still abused by them did declare himselfe to be much greived *with* such their indirect dealinges, ffor *which* Cause the said Richard Croshawe and the said Charles Bostock on his behalf gave unto *your* said orator for very reprochefull and slaunderous speeches

terming *your* said orator to be subtil¹⁹⁰ and Craftie *with* other opprobrious wordes, and at the length he the said Bostock tooke upp a greate joyned stoole¹⁹¹ in the Croshawes howse and came running *with* the same unto *your* said orator about the about the houres of tenne or eleaven of the

clock on the Second of december 1620 in a winters night, saying that he would knock out *your* orators braines and would kill him, *which* *your* orator thinketh verilie he would have done had not a servant of *your* orators bin there Who was a man of strength and made

resistance against the same violence to rescue and save *your* said orator from that perill, And by those and other the horrible meanes aforesaid *your* said orator at the same time of the night was constrained and did seale and deliver unto the said Richard Croshawe two severall

Indentures dated the Nine and Twentieth daie of November in the Eighteenth yere of his *Majesties* raigne¹⁹², The one conteyning an absolute conveyance of the Revercion and inheritance of all the said Scite and other the premisses *with* the yerely rentes and proffittes thereof, and

the other Conteyning an absolute assignement of all *your* said Orators Leases interestes and termes of yeres of and in the said Brewhouse and other the said houses gardens and orchardes thereunto adjoining. And also an acquittance for the said Richard Croshawe

to receive of the said John Whitson *your* said orators Tenant the summe of ffyve Hundred twenty and fyve poundes parcell of his said halfe yeres rent due at the Anunciacion of *our* Ladie then next following¹⁹³ as is aforesaid, and over and besides the same an obligacion also

of the summe of Two hundred poundes for the paiement of One Hundred thirtie seaven poundes and tenne shillings to the said Richard Croshawe on the Third daie of december One Thowsand six hundred twenty and one, And *your* orator was also Constrained to

take for his securitie a bare Coppie of the said writing so written and Contrived by the said Richard Croshawe and Charles Bostock as aforesaid, and both *your* said Orators by vertue of a Covenante conteyned in the said Indenture of conveyance of the said

ffreehold Landes were constrained to acknowledge a ffine unto the said Richard Croshawe and his heires for thetextinguishing of the dower of *your* said oratrix Mary of and in the same, And so by color and force of the said conveyances and assignementes he the said Richard

Croshawe hath even sithence held and enjoyed all the said Scite Mesuages howses and other the premisses from and against *your* said orator, and hath received and taken all the rentes and proffittes thereof to his owne use and intendeth still so to doe, And yett not therewith contented

hath indeavored and still doth endeavor and that very unjustlie to defeate and defraud *your* said orator of the yerely rentes reserved due and paieable unto *your* said orator of and for the said Imposicions and duties of ~~and for~~ the said kindes of wines sithence the said Ffeaste of the

Annunciacion of *our* Ladie now last past, And to that end and purpose the said Richard Croshawe before and sithence Michaelmas now last past¹⁹⁴ hath very fraudulently and indirectlie without the privitie or consent of *your* said orator, *without* anie warrant or authoritie

at all from *your* said orator demaunded and received of the said John Whitson *your* said orators Tenant Certen summes of money amounting to the summe of Two hundred threescore two powndes and tenne shillings¹⁹⁵ parcell of the said halfe yeres rent then due unto *your* said

orator for the said Imposicions and duties intymating unto him the said John Whitson that he the said Richard Croshawe had sufficient warrant from *your* said orator so to doe, And hath also before and sithence the ffeaste of the Anunciacion of *our* Ladie now last past

attempted and indeavoured to doe the like, And further the said Croshawe pretending himself to be indebted to his *Majestie* for rent in his highnes Exchequer, as one of the ffermors of the subsedies and duties of Corantes, (where in truthe he is no waie indebted for anie rent

thereof asyett due) hath assigned over unto his *Majestie* in his highnes said Exchequer the said Indenture of Covenantes *which* he had under the hand and seale of *your* said orator bearing date the said Thirteenth daie of August as is aforesaid uppon untrue and unjust

pretences thereby to Compel the said John Whitson *your* said Oratores Tennant to bring and paie his Rent into the same Court *which* he was and is to paie unto *your* said orator (where by the same might be paid over unto him the said Richard Croshawe) and that contrarie

to all equitie and good Conscience, All *which* unjust and unconscionable dealing and pretences of the said Richard Croshawe and his said Confederates tending still to the utter subversion and ruine of *your* said oratores who are onely to be releived therein by *your* Honorable

good Lordshipp and the aide and help of this most honorable Court. In consideracion whereof and forasmuch as the said Richard Croshawe by reason of premisses aforesaid hath already received in readie money of *your* said oratores as herein before appeareth the full

summe of Three Thowsand Foure Hundred and Ninety powndes (over and besides all the said moneyes by him disbursed and lent unto *your* said orator, and over and besides the said severall summes of Twenty powndes, Twentie powndes one shilling and foure pence¹⁹⁶

¹⁹⁰ Subtle.

¹⁹¹ 'joyned stool': joint-stool. 'A stool made of parts fitted together' (OED).

¹⁹² 29 November 1620.

¹⁹³ 25 March 1621.

¹⁹⁴ Michaelmas 1621.

¹⁹⁵ £262 10s.

¹⁹⁶ £20 1s. 4d.

ffyyve Hundred Twenty and fyve poundes, and Two hundred sixtie two poundes and tenne shillinges by him the said Richard Croshawe sithence also received of the said moneyes of *your* said oratores and over and besides the said Scite Mesuage Landes and

Leases by him deteyned from *your* said orator, and *which* Cost *your* said orator as aforesaid above 3000*l*¹⁹⁷ and over and besides the rentes thereof by him the said Richard Croshawe sithence also received amounting to the summe of Two hundred and ffourscore poundes¹⁹⁸

or thereaboutes, and over and besides the said bond for One Hundred thirtie seaven poundes and tenn shillinges¹⁹⁹, all *which* together doe amount unto the full summe of Nine Thowsand_one hundred thirtie fyve powndes one shilling and foure pence²⁰⁰ at the least and

all his disbursementes in respect thereof unto *your* said orator doe not exceed as aforesaid the said ffourteene hundred powndes and Eight hundred powndes. It maie therefore please *your* good Lordshipp of *your* accustomed goodnes to vouchsafe²⁰¹ to graunt unto *your* said orator

the Kinges Majesties most gracious writtes of subpena to be diverted unto the said Richard Croshawe and Charles Bostock commaunding them and either of them at a Certaine daie and under certaine paines therein to be lymitted to be and personallie to appear

before *your* good Lordshipp in his Majesties high Court of Chancery then and there to make full and perfect answers to all and every the premisses particularly uppon their severall Corporall oathes. And further to stand to and abide such order and direccion in the premise

as to *your* good Lordshipp and this honorable Court shall seeme meete to stand *with* equitie and good Conscience, And *your* said oratores (according to their duties shall daylie praie for *your* Lordshipp in health *with* much increase of honor long to Contynue/.

Bur:

Jo: Boyd²⁰²

¹⁹⁷ £3000.

¹⁹⁸ £280.

¹⁹⁹ £137 10s.

²⁰⁰ £9135 1s. 4d.

²⁰¹ 'vouchsafe': to confer or bestow (something, favour, or benefit) on a person (OED).

²⁰² Obscured by paper damage – 'John Boyd___'.

Jur 14 Junij 1623 The Answer of Richard Croshawe *defendant* to the Bill of *Complaint* of John Mayle and

Tothall²⁰³ Rn Biches Marye his wife Complaynantes.

All advantages of excepcion to the Incertentye and insufficiencie of the Complaynantes Bill of *Complaint* nowe and at all tymes hereafter to him this *defendant* saied for plaine and manifest declaracion of the truth and for full and perfect answer unto the said Bill hee this *defendant* saieth that our Sovereigne

Lord the Kinges *majestie* that nowe is having by Indenture sealed *with* the great Seale of England bearinge date the Seaventeenth day of Maye in the Nyneth yeare of his *Majestes* Raigne demised unto Sir John Swynerton knight late Alderman of London *declared* for Eleaven yeares to Comence from the

Annunciacion of the blessed Virgin Mary then next followinge the impostes substedys and other duties of all the kindes of Wynes of the groweth of Spaine Portagall Candia and the Levant he the said Sir John Swynarton about the tyme in the Bill mencioned as this *defendant* hath credibly heard and beleaveth to bee

true for and in Consideracion of fower Thowsand Poundes fyne and 350*li*²⁰⁴ *per annum* did agree to demise unto the *Complainant* and unto the other person in and by the Bill of *Complaint* intended All the Impostes Substedys and other duties of the said wynes be brought into the Porte of Bristowe Bridgewater Barnestable

Ilford Combe Milford Cardiffe and Gloucester and of Newporte Swansey Clevely Chepstowe Tynbigh Axwater and Carmarthen And this *defendant* further saieth and beleeveth it to bee true that it was agreed by and between the *Complainant* and the said other person that that person should have three *partes* in eight to bee devided

of all the said Impostes, substedies and duties of and for the said wynes soe to be brought into the Portes and places formerly expressed; And that the said other person should paye and satisfie unto the said *Complainant*, the some of ffifteene Hundred Poundes for the said three. 8. *partes* of the said sweete wyne farme for the portes and places

aforesaid *which* 1500*li*²⁰⁵ was and is three. 8. *partes* of the said 4000*li* and soe an equall and just proporcion to the moneyes *which* the *Complainant* was to paie unto the said Sir John Swynerton for the other five. 8. *partes* of the said ffarme, And it was likewise agreed (as this *defendant* verily thincketh) that the other person aforesaid should

allowe aproprcenable *parte* of the said 350*li* rent out of the proffittes to bee caused receyved by the Impostes and duties of the said Wynes; And this *defendant* further saieth and thincketh that to be true that the said Sir John Swynerton did about the tyme in the Bill mencioned accordingly Convey unto the *Complainant* John Mayle by and

with the privitie and Consent of the said other person All the said Impostes and duties of the said Wynes to bee brought into the Portes and places aforesaid for soe longe tyme and in such manner as in the said Bill is expressed. Whereuppon the other said person in the said Bill intended was contented that this *defendant* should have a moytie of his

said three. 8. *partes which* by agreement betweene the *Complainant* and himself hee was to have of the said sweete wyne farme as aforesaid this *defendant* payeinge 750*li* for the same *which* 750*li* this *defendant* did accordingly paie and deliver unto the said person in or about the Moneth of July in the 9th yeare of his *Majestes* rainge. And this

defendant further saieth that the said person in the said Bill intended did accordinge to his said Agreement paie and deliver unto the said *Complainant* as this *defendant* hath credibly heard and verily beleeveth the said some of 1500*li* for the said 3 eight *partes* of the said sweet wyne farme. and that thereupon the *Complainant* did make or promise to make

and execute unto the said person a good and lawfull assurance by vertue whereof hee the said person and his assignes should have and receyve to their owne use the said 3. 8 *partes* of the proffites of the said farme And afterwardes (vizt) in December then next followinge hee this *defendant* did buy of the said person in the said Bill –

intended thother moytie of the said 3. eight *partes* of the said ffarme and well and truly paid unto him for the same the some of 900*li*. Soe as this *defendant* was lawfully and solely interessed in the 3. eight *partes* of the said sweet wyne farme albeit the Conveyance of all passed and was agreement as aforesaid

in the *Complainantes* name alone wherein hee was originally trusted *with* the said three 8 *partes* for the said other person; And after this *defendant* had so compounded for and bought out the said 3. eight *partes* of and from the said other person then the said *Complainant* became and stood trusted in and concerninge the said 3. eight. *partes* to and for

the only use and benefitt of this *defendant*. And this *defendant* further saieth and confesseth it to bee true that the *Complainant* did about the tyme in the Bill mencioned demise all the said Sweete wyne farme unto one John Whitson John Rowberre and Thomas Whitehead of Bristowe Merchantes for all the said terme of xj²⁰⁶ yeares

Lackinge 4 dayes att and under the yearely Rent of 1400*li* *per annum* payable at the ffeastes of St Michaell the Archangell and Thannunciacion of the blessed Virgin Marye or within twelve days next ensueinge either of the said ffeastes by even porcions And this *defendant* further saieth that out of the said 1400*li* rent *per annum* the

²⁰³ Tottenham hall?

²⁰⁴ £350.

²⁰⁵ £1500.

²⁰⁶ 11.

Complainant was bound to paye 350*li* per annum unto the said Sir John Swinerton for the yearely rent of the said farme soe as declaro there did accrewe but 1050*li* rent per annum by the said Lease made unto the said John Whitson and his partners as aforesaid whereof this defendant was to have 3. eight partes of the whole in 8. partes to bee devided

And this defendant further saieth that the Complainant on or about the first day of Aprill in the Tenth yeare of the Kinges Majestes Raigne over England precentes by his deed indented under his hand and seale bearinge the same date at and by the direccion and appointment of the said other person in and by the said Bill of Complaint intended who also is a witnes

to the sealinge and deliverye of the said deed Indented, and in consideracion of the some of ffifteene Hundreth Poundes acknowledged to bee by him the said Complainant receyved of and from this defendant intendinge thereby as this defendant thincketh the monyes and satisfaccion paid and given unto him by the said person as aforesaid did covenant and

graunt to and with him this defendant to paie unto this defendant the Cleere yearelie proffites of the said 3. Eight partes of the said Impostes Subsidies and duties for the said Wynes to bee brought into the portes and places aforesaid as in and by the wrytinge whereunto for more certaintye reference beinge had it doth and may appeare And this

defendant further saieth and confesseth that the said Complainant did at severall tymes accordingly paie and deliver unto this defendant for the space of twoe yeares then next followinge the some of 393*li* 15*s*²⁰⁷ per annum by halfe yearely paymentes beinge for the said 3. eight partes of the said rent reserved upon the said demise of the said Sweete Wyne farme

made unto John Whitson John Roberowe and Thomas Whitehead as aforesaid, but not at the due tymes of and for the payment thereof nor as the said Complainant receyved the same from the said Whitson and the rest but severall longetymes after in broken paymentes and by parcells, and shortly after our Ladye day 1614 this defendant did for valuable

Consideracion buy of one Henry Polsteed Citizen and merchantaylor of London one other eight partes of the said rent and proffites of the impostes and duties for the said wynes which 8*th* parte the said Poulsteed on or about the fifth day of Junne 1611 had formerly bought of the said Complainant and had assurance of him the Complainant under his hand and

seale for enjoyeinge thereof as by the same wrytinge it may appeare Soe as this defendant was lawfully interessed in one Moytie or halfe partes of all the said rent and proffites arysinge and comynge by the said farme demised by Sir John Swynerton unto the Complainant and by him unto the said John Whitson John Rowberowe and Thomas Whitehead as

aforesaid And the Complainant beinge made acquainted therewith It was thought fitt, and soe agreed by and betwixt the said Complainant and this defendant that this defendant should surrender and suffer to bee cancelled the said severall deedes of Covenant whereby this defendant stood formerly secured for the said 3. eight parte of the said farme And the deed whereby the

said Poulsteed was to have one other eight partes of the said farme, And that this defendant thereupon havinge soe bought the said Poulsteede said parte as aforesaid should have from the said Complainant for his more intire²⁰⁸ and proper assurance of such partes of the said farme as to him belonged beinge nowe a full moytie thereof one ymediate and intire

assurance of the said whole moytie of the said ffarme and the moytie of the rentes and proffites thereof to the end this defendant might recover and receyve the moytie of the said cleere rent imediatly from the said John Whitson and his said partners during the said terme. And this defendant puttinge the Complainant in trust to drawe the said writinge accordinglye

hee the said Complaynant beinge a Scryvener contrarye to the trust in him reposed in or about the 13*th* day of the Moneth of August in the 12*th* yeare of his Majestes Raigne in the said Bill of Complaint mencioned did only drawe a deed of Covenantes whereby hee the said Complainant did covenant with this defendant that the said Complainant should and

would yearely paye and deliver unto this defendant the full some and vallue of the Moytie or one halfe parte of all such somes of money as by him the said Complainant should bee receyved of for and by reason of the said duties and rentes for wynes aforesaid at the ffeastes of St Michael Tharchangell and Thannunciacion of the blessed Virgine Marye or within Twentye

dayes next ensueinge either of the said ffeastes or at the furthest within eight dayes next after such tymes as the said Complainant should receive the same (The rentes due to Sir John Swynerton beinge deducted) And the said Complainant the more to cullour and conceale his said his said breach of trust and the easier to abuse this defendant therein did cause the said wrytinge

to bee ingrossed forth of owne house to the end that none of his owne servantes should be acquainted therewith hee thereby purposinge the more to conceale his intended desceipt as this defendant verily thinketh And the Complainant knowinge that this defendant did putt and repose greate trust and Confidence within the said Complainant did verilye fraudulently

drawe engrosse and seale unto the said deed of Covenantes instead of a deed of Assignement. And the more to cullor his said fraude the Complainant did with his owne hand write and sett downe upon the backside of the said deed theis wordes followinge or the lyke in effect (Vizt) An assignement of the moytie of the profites of sweete

wynes for eight yeares and a halfe from Michaelmas 1614 as by the same deed now remayninge in the Court of Exchequer it doth and may appeare In which deed amongst other thinges there was a mutuall Covenant or agreement between this defendant and the said Complainant purporting that if the said Complainant should not in due tyme receyve sufficient money to paie

²⁰⁷ £393 15*s*.

²⁰⁸ entire.

the said rent to the said Sir John Swynerton and his assignes then the *defendant* should defraye the moytie thereof and the said *Complainant* the other moytie thereof. And further saieth that the *Complainant* pretending that the said Mr Whitson had not sente uppe sufficient monyes in due tyme wherewith to satisfie such parte of the said rent to the assignes of the said Sir John Swynerton as was payeable for Michaelmas

halfe yeare in. 1614 the same beinge payable that day or within 14 days after hee the said *Complainant* upon the 13th of october being the last of the said days in great hast²⁰⁹ and upon a suddaine came to this *defendant* and demaunded and had of him the somme of 84li 10s²¹⁰ beinge the moitye of the said halfe yeares rent due for the said Michaelmas 1614 and gave to this *defendant*

an acquittance under his hand and seale testifieinge the Receipt thereof accordingly to the purpose aforesaid as by the said acquittance to which for more certaintye in that behalf this *defendant* referreth himself may appeare. And this *defendant* further saieth and Confesseth that the *Complainant* at severall tymes long after the said rent for the said Sweete Wyne

farme was due and longe after the tyme wherein hee did receyve the same rent of the said John Whitson hee the said *Complainant* did att severall tymes and in small and broken parcelles paie or by bond otherwise secure unto this *defendant* the somme of Two Hundreth Threescore and Two Poundes tenne shillings for the moytie or on e half parte of the said cleere

yeerely proffittes for the said sweete wyne farme due at Michaelmas 1614. And the said *Complainant* hath in like sort paid or did otherwise by bond secure or satisfie unto this *defendant* the some of 262li 10s²¹¹ for all and everye the severall haulfe yeares rent of the said sweete wyne ffarme sithence Michaelmas 1614 untill and for Michaelmas rent 1621 And this *defendant* further saieth

that there is as yett due unto this *defendant* a yeare and a halfes rent for the moytie of the said farme after the rate and proporcion formerly paid or otherwise satisfied unto him as aforesaid which incurred due at the said Lady daie 1622 and at Michaelmas 1622 and our Lady daie 1623 the some of 789li 10s whereof this *defendant* hath receyved of the said John Whitson the somme

of 100li soe and there yett resteth unpaid unto this *defendant* of the proffittes of the said farme the somme of 689li 10s²¹² And in Julye last this *defendant* beinge then and yet one of the ffarmers of his Majestes Customes Subsidies and Impostes of Corantes to bee brought into this Kingdome for a certeine number of yeares yet enduringe under greatlye yearely rent did exhibit his bill

into the Exchequer Chamber against the nowe *Complainant* and the said John Whitson for recoverye and payment of the said 3 halfe yeares rentes imediatly from the said John Whitson unto this *defendant* unto which Bill they did putt in their Answeres which course this *defendant* did the rather take in regard this *defendant* hath assigned the said debt unto his majestie and that the *Complainant* was and is become

weake in estate soe as the said moneyes would bee in danger to bee lost if it should come into the handes of the *Complainant*, And if the said *Complainant* did meane honestly towards this *defendant* hee would have noe ways opposed the same for that as this *defendant* infourmed that Honorable Courte the said *Complainant* was or is to receive noe other benefittes thereby but to receive the same money of the said John

Whitson with the one hand and to paye it to this *defendant* with the other Whereupon the said John Whitson was ordered to bring the said money into that Court and not to paye it unto the *Complainant* and the *Complainant* was likewise ordered to bringe the bond and Indenture of the said John Whitson into that Court likewise, Nevertheles the *defendant* endeavoringe asmuch as in him lyes to deceive this *defendant* of the

said monyes hath disobeyed the said orders of that Honorable Court Insomuch as upon the xxvjth of Maye²¹³ last the said Court of Exchequer further and absolutely ordered that the said *Complainant* for his Contempt of the former orders of that Court should bee and stand Comitted Close Prisoner in the Prison of the Kinges benche untill he shall bringe in into that Court the said bond and

Indenture according to the said former order, And this *defendant* for answeere further saieth that albeyt hee this *defendant* might lawfullie (as he is informed) have bought of the said person in the Bill of Complaint intended and the said Henry Poulsteedes their severall partes of the proffittes of the said Subsidies Imposicions and duties for the said wyne without acquaintinge

the *Complainant* therewith yet this *defendant* did buy the same by and with the privity of the *Complainant* and hee the said *Complainant* did draweth severall assurances which this *defendant* had and hath for his securitye in that behalf, Soe as this *defendant* did neither fraudulently nor indirectly contract for or buy the same with any intent to the *Complainantes* prejudice as in the said Bill is untruly pretended

And the *Complainant* did alter and make the said Indentures of Covenantes to him this *defendant* in his owne name of the proffittes of the Moytie of the said wyne farme without any promise of Loanes of money or otherwise as in the said Bill is most fraudalously and untruly surmised, And this *defendant* confesseth that hee did not give unto the *Complainant* or to anye other person to

his use any Consideracion for or in respect of the severall Indentures of Covenantes in the Bill mencioned which the *Complainant* made and sealed unto this *defendant* nor for or in respect of any benefitt or proffitt which was thereby to bee had and received by him this *defendant* other then the said moneyes which this *defendant* in forme aforesaid paid to the said other person in the said Bill intended as aforesaid, and the

moneyes and Consideracion which this *defendant* paid and gave unto the said Poulsteed in forme alsoe as aforesaid for that his *defendant* did not nor doth knowe or conceive that there was or is any thinge due unto the *Complainant* in respect thereof; And this *defendant* for further answeere unto the said Bill saieth that true it is that hee this *defendant* did about the Tenth day of Maye in

²⁰⁹ haste.

²¹⁰ £84 10s.

²¹¹ £262 10s.

²¹² £689 10s.

²¹³ 26th May 1622.

the Eleaventh yeare of his Majestes raigne at the earnest sollicitacion and importunitye of the Complainant and his greate protestacions of wantes for moneyes, did lend unto the said Complainant the somme of 1000*li*²¹⁴ for 9 monethes and for securitytie of repayment thereof together with damages for the forebearance after the rate of 10*li* in the 100*li* hee the said Complainant about the tyme in the

Bill mencioned did make an assurance of the houses gardens and orchardes in the said Bill beinge parcell of and belonging to the Scyte of the late dissolved Monastery of Barmondsey in the Countye of Surrey and scituate in a remote and poore place in the upper end of Barmondsey streete in Comitatus²¹⁵ Surrey beinge in the severall tenures of the persons in the

Bill mencioned, and beinge of the yearelie vallue as in the Bill is expressed; And it is true that the said Conveyance was subject to the Con디션 in the Bill mencioned, and that the Complainant entered into a bond of 1500*li* unto this defendant for the payment of the said moneyes according to the con디션 in the said deed expressed, And this defendant further

saieth that the Complainant fayled in payment of the said 1000*li* at the day limited for payment thereof albeit hee faithfully promised to make repayment thereof at any tyme within: 3. monethes after the lending thereof if this defendant should call in for the same as this defendant hopeth to prove unto this Honorable Courte by divers sufficient witnesses

which moneyes nevertheles was often demanded by this defendant but could not bee receyved only this defendant receyved 75*li* for the forbearance thereof at the end of the said ix monethes:²¹⁶ And in regard that the Complainant protested that he was not able to paie in the said moneyes and made greate suite to this defendant for contynuaunce

of the same for 9: monethes longer this defendant puttinge greate trust in the Complainant was content to graunt unto his his said desire this defendant then expecting to receyve 1075*li* which would bee due from the Complainant to this defendant according to the assurance in that behalfe made But the Complainant fayled in payment thereof

at that 9: monethes end lykewise, And this defendant having upon the Complaynantes further instance and request lent unto the Complainant another somme of 400*li* and alsoe divers other somes of money upon bondes for repayment thereof hee this defendant was verye desirous and often pressed the Complainant to make repayment

thereof accordingly which this defendant could by no meanes Compasse. But this defendant confesseth it to bee true that the Complainant did at severall tymes paie unto this defendant severall sommes of money in parte of payment of the moneyes due to this defendant for damages for the forbearance of the said moneyes by this defendant lent unto the Complainant

as aforesaid But this defendant shall presseing the Complainant to have in all such moneyes as was due unto him in respect this defendant did grant use therefore And the Complainant tellinge this defendant that hee had noe other meanes to paie the same moneyes with all but by the absolute sale of the said messuages landes and leases in the Bill

mencioned did then offer to sell the same messuages and premisses unto this defendant as alsoe (as this defendant hath heard and beleeveth) unto the said other person who is well knowne unto the Complainant and this defendant and unto divers others for the some of 1800*li* to the end that therewith hee might paie and satisfie unto this defendant

the moneyes which hee did trulye owe unto this defendant But this defendant and the other said person then conceavinge that the said Messuages and Premisses were not soe much worth they standinge in a verye badd and poore place as was conceived hee this defendant and the other person refused deale with the Complainant for the same But afterwarde

this defendant beinge informed by some of the freindes of the Complainantes insufficiency in estate as alsoe of his badd dealinges which hee had used towardes others with whome hee had had to doe. And this defendant seeinge little hope howe hee might otherwise come by his moneyes from the Complainant hee this defendant of two evils desiringe to chuse the least

was contented to accept the said Landes at the vallue of 1800*li*²¹⁷ and to make uppe the monyes which the Complainant did then truly owe unto this defendant the full some of 1800*li* in consideracion of the absolute purchase of the said Landes. But the Complainant havinge by that tyme growne more and more unconscionable and carelesse of his credit

would not then accept thereof neither would yeild to sell the said messuages and premisses unto this defendant unles this defendant would make uppe the monyes which the Complainant did owe unto this defendant the full some of 2200*li* and alsoe lend him 400*li* more gratis²¹⁸ for divers Monethes then followinge; But with all the Complainant then offered

that the Complainant Marye should joyne in the passinge of the absolute estate of the premisses unto this defendant by ffyne or otherwise as this defendantes Councell should advize; And this defendant by that tyme seeinge that the Complainant grewe more and more audacious and Careles of his Credit or to pay his debtes, and that hee had sett upp

his rest to lye in prison and to vex and trouble those with whom hee had dealt with vexatorie suites did for the avoidinge of Claimez and suite as this defendant hoped condescend to his the Complainantes said unreasonable demaund And thereupon upon the second day of december 1620. the Complainant and this defendant came to an accompt

²¹⁴ £1000.

²¹⁵ 'Comitatus' Latin for 'county of [...]'.
²¹⁶ 9 months.

²¹⁷ £1800

²¹⁸ Freely, without expecting any interest or return payment.

for all moneyes then due and payable from him the said *Complainant* unto this *defendant* which upon Just accompt amounted to the some of: 1802*li* – 5*s* – 8*d*²¹⁹ which was then due from the said *Complainant* to this *defendant* and soe found by the said Accompt and acknowledged by the said *Complainant* which accompt alsoe was then sett downe in wrytinge and one parte

or copie thereof left with this *defendant* and one other lyke part or coppie thereof with the said *Complainant*. And this *defendant* at his the *Complainantes* entreatye did the said second daie of december 1620 abate to the said *Complainant* the said .2*li* .5*s* .8*d*²²⁰ parcell of the said 1802*li* .5*s* .8*d* and did then alsoe paie unto the said *Complainant* 840*li* more

in readye moneyes 400*li* whereof did make uppe the said 1800*li* the full some of 2200*li* agreed for the purchase of the said Landes and premisses as aforesaid; and 40*li* parcell of the said 440*li* residue was given or allowed to the *Complainant* for the rent of the said houses which should bee due at Ch[rist]mas²²¹ then next followinge

which rentes amountinge to 40*li* declaro this *defendant* was to receyve at the said Christmas and hee the said *Complainant* would not agree to the said sale unles hee might have the said 40*li* rentes or satisfaccion for the same over and above the said 2200*li*. And for securytie of repayment of the said 400*li* residue soe Lent [unto the said]e²²² *Complainant* as aforesaid hee

the said *Complainant* did procure the said John Whitson to enter bond for payment of 262*li* 10*s*²²³ in parte of payment of the said 400*li* unto this *defendant* upon the 8th day of Aprill 1621 And the *Complainant* did then alsoe enter into a bond of 200*li* or thereabouts unto this *defendant* for payment 137*li* 10*s*²²⁴ residue of the said 400*li* uppon [the thi]rd²²⁵ day of december in

the yeare of our Lord god one thowsand Six Hundred twentye and one. And the *Complainant* did then also seale unto an absolute Conveyance and assurance of the said Messuages Landes and premisses unto this *defendant* and both the said *Complainantes* did joyne in a fyne by them levied and acknowledged unto this *defendant* for the more -- [exit]ingushing²²⁶ of both their

titles in or to the said landes and premisses and everye part thereof which said fyne was purposely acknowledged to cutt of and barre the *Complainant* Marye of her dower in and to the said premisses in case shee should overlive the *Complainant* John Mayle her said husband, And shee the said Marie did willinglie and freely acknowledge the said fyne for

that purpose according to agreement in that behalf which assurance and fyne the *Complainantes* had great reason to acknowledge in that this *defendant* did give unto the *Complainantes* soe greate a Consideracion for the said Landes and premisses as aforesaid, And the better to drawe this *defendant* to give soe greate Consideracion for the absolute

purchase of the said premisses as aforesaid hee the said *Complainant* did pretend and fayne unto this *defendant* that hee intended to repaye unto this *defendant* the said 2200*li* and damages after the rate of 9*li* per Cent for the same at a yeares end in case this *defendant* would bee content to accept thereof and make allowance of the

rentes and profittes receyved with the lyke Consideracion of 9*li* per Cent for the forebearance thereof: whereunto this *defendant* willinglie assented and thereuppon a noate or memorandum in wrytinge was made sealed and subscribed by the *Complainant* and this *defendant* conteyninge as followeth vitz; Lett it appeareth to

to all men by theis presente That whereas John Mayle thelder of London Esquire hath absolutelye sould to Richard Crowshawe of London goldsmith divers houses gardens orchardes and other thinges in Barmondsey place in the Countye of Surrey and for the bargaine and sale and full and absolute purchase thereof

the said John Mayle hath receyved of the aforesaid Richard Crowshawe in readye money the full some of 2200*li* yet the said Richard Croshawe doth promise for him his heires and assignes that if the said John Mayle his heires or assignes or any other person or persons for him or them doe paye to the said

Richard Croshawe his heires and assignes the some of 2200*li* in readye money at any tyme within the space of one whole yeare next after the date hereof with Consideracion after 9*li* per Centum²²⁷ per annum then the said Richard Croshawe his heires or assignes will sell and convey to the said John Mayle his heires

or assignes all the said houses gardens orchards and other thinges to the said Richard Croshawe conveyed by said the John Mayle in as full and ample manner as the said Richard Croshawe did receyve then of the said John Mayle for any thinge doune by the said Richard Croshawe or by his meanes. And alsoe

the said Richard Croshawe will paye and allowe unto the said John Mayle forth of the said 2200*li* soe much money as shalbee by the said Richard Croshawe recyved for the rentes and proffittes of the same houses garden orchardes and other thinges for the aforesaid tyme with allowance of 9*li* per Centum per annum for the same

²¹⁹ £1802 5*s*. 8*d*.

²²⁰ £2 5*s*. 8*d*.

²²¹ Hole in the manuscript obscures the whole word.

²²² Hole in the manuscript – I have inserted the likely words.

²²³ £262 10*s*.

²²⁴ £137 10*s*.

²²⁵ Manuscript hole – likely letters / words filled in.

²²⁶ Manuscript hole – one word completely lost.

²²⁷ 'Centum' – a hundred.

And alsoe it is agreed that of the said John Mayle or some other person or persons for him doe not paie the said Richard Croshawe his heires or assigns the said some of 2200*li* with use for the same within the space of one whole yeare as aforesaid That then the said John Mayle his heires or assigns upon request made to him or

them shall and will deliver uppe this Noate to the said Richard Croshawe his heires or assigns without any trouble or suite in lawe, In witnes hereof the partie to this Noate or Memorandum have sett there handes and seales the xxixth²²⁸ daye of November 1620 Richard Croshawe John Mayle as in and

by the said noate or Memorandum readye to bee shewed to this Honorable Court it doth and may appeare. But the Complainant nor any for him hath not paid unto this defendant the said: 2200*li* nor any part thereof, And this defendant for full satisfaccion unto this Honorable Court, and to showe this defendant's Innocencye²²⁹ that hee hath noe

wayes unduely gained or obteyned an extraordinarye bargaine for the said Landes at the Complainantes handes saieth that if any person or persones whatsoever will within the space of one yeare nowe next followinge paye unto this defendant in readye money the said 2200*li* which this defendant did paie for the same as aforesaid this

defendant will accept thereof, and will reconvey the said premisses unto such person as shall soe paie the same to this defendant discharged of all Incombrance doune by him this defendant And this defendant for further answer unto the said Bill saieth and confesseth that the said John Whitson hath paid unto this defendant the said 262*li* 10s parcell

of the said 400*li* which this defendant did lend unto the Complainant as aforesaid and for securitie whereof the said Whitson entered into unto this defendant as aforesaid But the Complainant hath not as yet paid unto this defendant the said some of 137*li* 10s residue of the said 400*li* nor any parte thereof Soe as the said bond by him the said Complainant entred

into as aforesaid for payment thereof is become forfeited, yet nevertheles by reason of the Complainantes lyeinge in person and his Crafty and unconscionable dealinges and concealinge of his estate this defendant cannot as yet soe which way hee shall recover and recyve the said moneyes of him the said Complainant. And this defendant further saieth that sithenes the

said second daye of december 1620 hee this defendant never lent nor received to or from the Complainant or to or from any other person in his behalf any somme or somes of money whatsoever save only of the said moytie of the rent due uppon the said lease of the subsidies Impostes and duties due and paieable unto this defendant for the said farme in this defendant's

owne right in sort as aforesaid; And save only 55*li* which this defendant lent unto the Complainant for a fewe daies which ~~hee hath repaid to this defendant~~ money he kept for monethes in his handes and then repaid the said 55*li* with not soe much as thanks for the same And that there is at this present due and payable unto this defendant from the Complainant and the Complainant said John Whitson; all his receiptes discounted the some of 689*li* 10s for the arrerages of this defendant's

moytie of the said sweete wyne farme in sort as aforesaid as alsoe the said some of 137*li* 10s due by the Complainantes bond as aforesaid; And therefore and in Regard the matter touchinge the receiptes and paymentes of the subsidies Impostes and duties for the said sweete wyne farme did depend by Englishe Bill in the

said Courte of Exchequer Chamber before the Complainant exhibited his said Bill into this honorable Courte, and the said Courte hath made and taken divers orders touching the same in sort as aforesaid; And that this defendant hath assigned over the said debt to his Majestie as by his Highness letteres Patentes hee hath

warrent to doe so; And that the Complainant standes in Highe Contempt of the said Court of Exchequer for apparent breach of the orders of that court This defendant hopeth that it will standwith the good pleasure of this Honorable Court that the said Complainant shall not as touching that parte of his said Bill be admitted to

proceede any further in this honorable Court but shall bee left to bee ordered by the said Courte of Exchequer where the cause nowe properlye dependeth and to which Court hee the Complainant hath comitted such willfull and bould contempt as aforesaid, And as touchinge the other parte of the Complainantes said Bill which

tendes to unsetted an Accompte and bargaine soe Concluded and performed as aforesaid and which tendes to overthrowe the said absolute assurance and fyne for such valuable Consideracion accomplished as aforesaid this defendant lykewise humbly hopeth that this honorable Court will give noe admittance unto the

Complainantes frivolous allegacions in his said Bill whereby any further to question or bringe into examinacion these thinges this Court laded and settled as aforesaid, And therefore this defendant under the favor of this honorable Courte forbeareth to give any others more particuler answer unto the receiptes and

paymentes of moneyes in the Complainantes Bill of Complaint as alleadged, And whereas the Complainant in his said Bill alleadged that hee was seised of and in the Capitall Messuages Mansion house and Scyte of the late dissolved Monastery of St Saviours of Barmondsey otherwise called Barmondsey place

with divers houses tenementes orchardes and gardens thereunto to belonginge of the vallue of 160*li* per annum whereof the Complainant Marye was dowable; And that the Complainant was alsoe possessed of divers leases and termes for many yeares to come and good vallue of a Brewhouse and divers other Messuages

²²⁸ 19th.

²²⁹ Innocence.

gardens and orchardes att and neere the said Scite of the late dissolved Monasterye of Barmondsey aforesaid this *defendant* thereunto saith that aswell the said Scite and messuages thereto belonging whereof the *Complainant* alleadged hee was seised as the said leases and termes for yeares of the said

Brewhouse and other the said messuages at or neere the said Scyte doe make but the yearlie vallue of 160*li* and some odd shillings *per annum* de Claro soe as all of them are not of greater vallue then 160*li* and some off shillings *per Annum* as aforesaid as the *Complainant* in and by his said Bill would seeme to inferre and all the said howses both freehould and leasehould were conveyed and

assured to this *defendant* for the Consideracion aforesaid And this *defendant* denieth that hee did desire the *Complainant* to have some other parte or share of the said ffarme from the *Complainant* neither did the *Complainant* denye him therein; And this *defendant* further saith that whereas the *Complainant* in and by his said Bill of Complainte

doth remunerate and sett downe divers and severall paymentes of moneyes by him supposed to bee made to this *defendant* which accordinge to his Calculacion amountes in toto²³⁰ to 4890*li* and in and by his said Bill doth charge himself but with the receipt of 1400*li* of and from this *defendant*. Soe as by such the *Complainantes*

observacions this *defendants* Receiptes doe exceede his paymentes 3490*li*. To that parte of the said Bill this *defendant* for further answere saith that in the said particular paymentes the *Complainant* doth not onely sett downe all such moneyes as hee at any tyme paid this *defendant* for this *defendants* said severall partes and share of the said

Sweete wyne ffarme formerlye expressed but alsoe all such moneyes of this *defendants* as hath come throughe his handes by lending to other persons by his procurement As namely the some of 500*li* which this *defendant* at the *Complainantes* mocion did heretofore lend unto the Lady Swynerton upon her and the *Complainantes* securitie

and which said moneyes shee repaid to this *defendant* yet in regard hee had a hand in the borrowinge and her repayinge thereof as aforesaid hee the said *Complainant* doth assume the payment thereof to bee by him as if it had bynne out of his moneyes and toward payment of the said 1400*li* which the *Complainant* confesseth hee

borrowed of this *defendant* as aforesaid which unconscionable and dishonest Course and tricke the *Complainant* still houldeth and endeavoreth to put upon this *defendant* which hee this *defendant* hopeth this honorable Court will hould to bee verie unfit And this *defendant* denieth that the *Complainant* to his knowledge by any the wayes or

meanes in the Bill mencioned or otherwise howsoever by this *defendants* meanes hath anywayes impoverished his estate neither did hee the *Complainant* thereby become indebted unto other persons unles it were by reason that this *defendant* by lending him moneyes to Uphould his Creditt hee thereby became more able to borrowe

moneyes of other persons which thinge was accidentall in this *defendant* and no wayes by him entended And this *defendant* confesseth that hee did divers tymes between June 1620 and the second of december followinge earnestly presse the *Complainant* to make payment of the monyes he did trulie

owe unto him and this *defendant* did not spare to demaund the same of the *Complainant* at divers tymes and places when and where hee did meete the said *Complainant* as he hopeth it was lawfull for him soe to doe But this *defendant* thinketh it ~~not~~ to bee true that he did use such a Phrase to

him the said *Complainant* vizt, That his axe was laid to the roote wherein his meaninge was that he had spoken twice to Serjeante²³¹ of London to arrest the *Complainant* for recoverye of the moneyes due from the *Complainant* to this *defendant* which yet nevertheles he recalled and did not procure the said *Complainant* to

bee arrested which if hee had doune the *Complainant* havinge then better meanes and credit then now hee hath this *defendant* verily thinketh hee might thereby have gotten from the *Complainant* the monyes from him due to this *defendant* without any further trouble or suite in lawe, yet this *defendant* confesseth it to bee true that this

defendant did afterwarde by all the lawfull wayes and meanes hee could urge the *Complainant* to give this *defendant* satisfaccion for his said Moneyes and all this *defendants* speeches were little enoughe for this *defendant* was greatly delayed and deferred by the *Complainant* therein And this *defendant* was the more urgent in that behalf

for that this *defendant* by that tyme well perceyved that the *Complainant* was a bad paymaster²³² and cared but very little for wordes if by his sinister deedes hee could have any ways prevented or defeated this *defendant* of his said monys, And the *defendant* further saith and denieth that hee did att any tyme demaund or put to

accompt any unjust some of 1797*li* – 7*s.* 8*d.*²³³ or any other some whatsoever which was not due to this *defendant* from the *Complainant* neither did this *defendant* att any tyme offer or desire that the *Complainant* would take of him this *defendant* for 800*li* more and for altogether to make unto this *defendant*

a mortgage of the Revercion and Inheritance of the said Scyte of the said late dissolved Monasterye of Barmondsey and other premisses in the Bill mencioned or any parte thereof as in the said Bill is untrulye pretended And this *defendant* further saith that it is true that the *Complainant* did at this

²³⁰ 'in toto' – in whole.

²³¹ Sergeant.

²³² OED.

²³³ £1797 7*s.* 8*d.*

defendants desire deliver unto him an acquittance in wrytinge for this defendant to receive of the said John Whitson at the Annunciacion of our Ladye 1621 or within a few dayes after the some of 525*li* parcell of the half yeares rent then to bee due for the said Sweete wyne farme which said some this defendant

receyved accordingly for the matters formerly expressed and here againe as soe repeated vizt, 262*li* 10s thereof this defendant receyved in discharge of the moytie of the proffites of the said farme accrewinge due to this defendant for his said moytie of the said farme by this defendant purchased and by the

Complainant assured as aforesaid and the other 262*li* 10s was in discharge of soe much of the said 400*li* which this defendant the said second daye of December 1620 did lend and deliver unto the Complainant as aforesaid and for securitye whereof the said Whitson had entered bond to this defendant as aforesaid; and the said bond of 200*li* for

payment of 137*li* 10s which the Complainant in his said Bill alleadgeth hee entred into unto this defendant this defendant accepted to secure thother parte of the said 400*li* soe lent by this defendant unto the Complainant gratis as before in this defendants answere is more particularlie And this defendant denieth that the Complainant the second

day of december 1620 did make unto this defendant any mortgage of any landes at tenementes for any matter whatsoever ffor it was an absolute bargaine and sale and assurance of all the said landes and leases for the greate consideracion formerlie expressed which the Complainant sealed and executed as aforesaid.

howbeit this defendant further saieth and thincketh it to bee true that the Complainant had caused a mortgage and defeizance to bee made and that this defendants Councell did peruse the same; but after that this defendant understood that it was but a mortgage hee this defendant refused to accept thereof or to disburse any more moneys

unless this defendant might have the same absolute according as this defendant and the Complainant did at the first agree and as this defendant hath in his answere formerly more att large declared; But it is true that to give the Complainant and all other persons satisfaccion that hee had rather have receyved his said money then to have

had the said Landes hee this defendant did make the note or memorandum in this defendants answere formerly sett downe and expressed; And this defendant Confesseth That there was such a wrytinge drawne and ingrossed whereby it was mencioned that this defendant should have and receive the rentes of the said Landes as alsoe

Consideracion for his said 2200*li* and the Complainant did first speake thereof and use some such wordes as in the said Bill is setforth; but the said wrytinge was utterly mistaken, ffor it was never the meaninge or intent of this defendant to receive or expect to hand both the meane proffittes of the landes and use for

his said monyes And after this defendant understood thereof hee this defendant with his owne handes did drawe and sett downe the note or memorandum formerlye expressed And this defendant confesseth that hee knowinge the Complainant to be very politick subtile and unconscionable did therefore take as greate care as he could

to have the said assurances drawne and passed as firmlye and effectuell in lawe as possiblye hee could and the rather in regard this defendant was inforced to bee out of purse of the soe great somes of money for the same as aforesaid as hee hopeth it was lawfull for him soe to doe wherein this defendant had noe

intent to wronge or abase the Complaynant but to procure a good estate to himselfe in the said Land tenementes and Leases hee payeing soe greate a Consideracion for the same as aforesaid, And this defendant denieth all and all manner of practise combynacion and confederacye either with Charles Bostocke in

the Bill mencioned or with any other person or persons whatsoever for or touchinge any the misdemeanors or unconscionable practises in the said Bill mencioned or otherwise howsoever as in the said Bill is very unjustly pretended. And this defendant confesseth that hee receyved of the Complainant 20*li* and xx*li* js. 4d.²³⁴ of

certaine of the tenants of parcell of the premisses but this defendant saieth that such his Receipt thereof was before the said second daye of December 1620 and included and allowed in the said Accompt of 2200*li* And since that tyme this defendant confesseth that hee hath receyved the proffittes of all the said Landes and tenementes beinge 160*li* and some odd shillinges per annum and in more as hee hopeth it was and wilbee lawfull for his defendant soe to doe, And this defendant denieth that hee hath used any fraudulent or deceitfull Courses to get into his handes any of the Complainantes moneyes accrewinge by reason

of the said Sweete wyne farme or otherwise: for there is yet 687*li* 10s due unto this defendant for the proffittes of the same ffarme in sorte as in this defendants former answere is expressed. Without that that any other matter or thinge in the said Bill of Complainte conteyned matter all or effectuell in

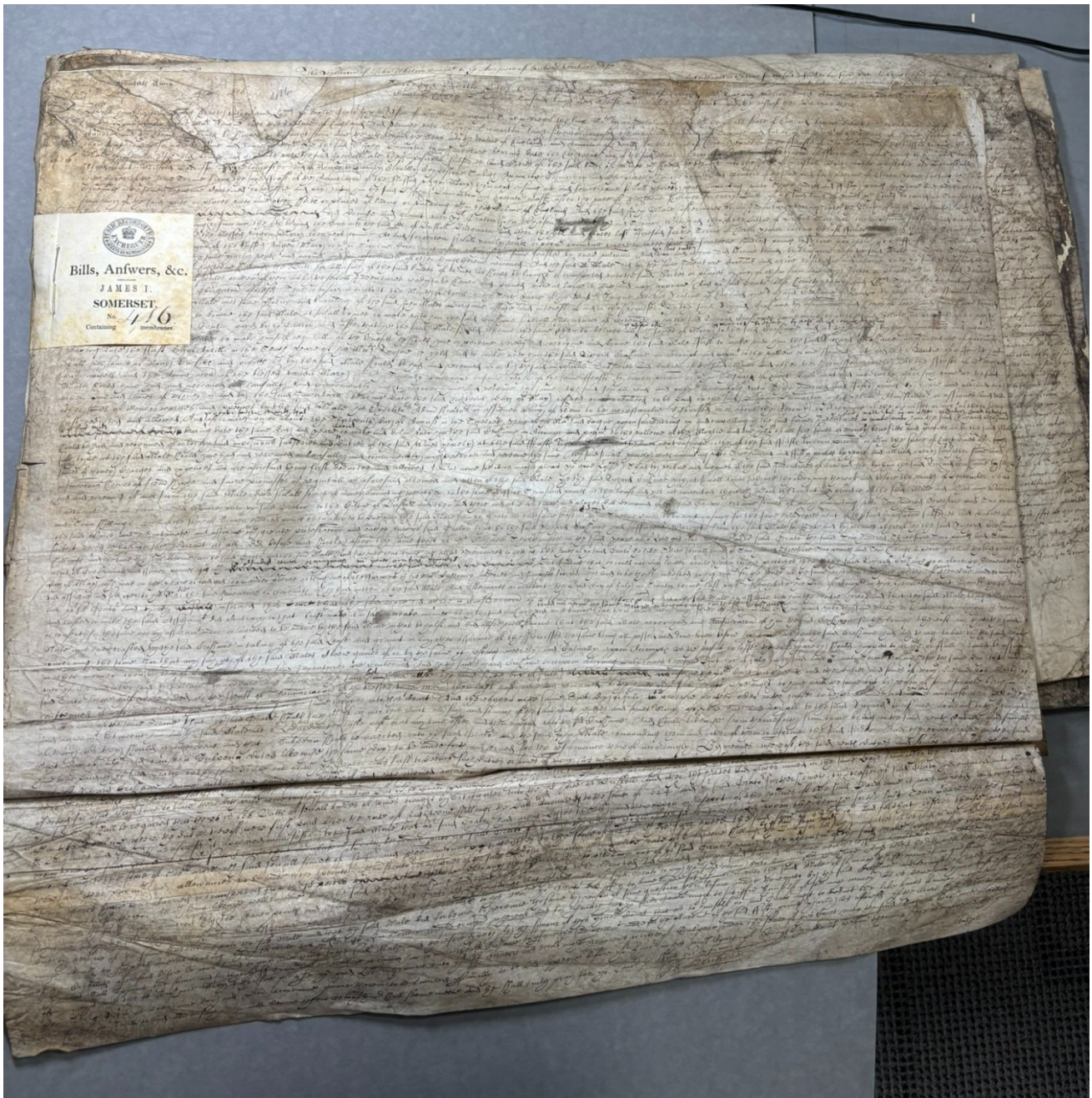
in the lawe for this defendant to make answere unto and not herein before sufficiently answered unto confessed or avoyded traversed or denyed is true All which matters and thinges this defendant is and wilbee readye to averre and prove as this most honorable Courte shall award and humblye praith

to bee dismissed out of the same with his reasonable Costes and charges in this behalfe most wrongfullye susteyned.

Jo Glanvil

²³⁴ £20 and £20 1s 4d.

Appendix 2: Nathan Roberts (ed.), TNA, E112/119/416 (Unpublished transcription, 2026)



²³⁵To the right honorable Lionell Earl of Middlesex²³⁶ Lord High Treasurer of Exchequer Mr Richard Weston Knight Chauncellor and under Threasurer of his majetes Court of Exchequer, Sir Laurenc Tanfeild Knight Lord Cheife Baron of the same Court and the rest of the Barons there./

Most humbly complayning sheweth unto your good Lordshippes your daylie Orator²³⁷ John Whitson of Bristowe marchant That whereas the kinge Majestie by an Indenture²³⁸ sealed with the greate seale of England bearing date the Seventeenth day of May in the Nynth yeare of his Majestes Raigne over this Realme of England did demise²³⁹ unto Sir John Swinarton knight sithence deceased²⁴⁰ the imposicion²⁴¹ subsidies²⁴² of Tonnage and duties of all Wines of the groweth of Spaine Portingall²⁴³ Candia²⁴⁴ and the Levant which should be shipped or braught from anie the partes beyond the Seas and the Realme of England and dominion of Walles For the terme of Eleven Yeares from the ffeaste of thannunciacion of the blessed vurging Mary²⁴⁵ then next coming for agreed fine and yearely Rent, He the said Sir John Swinarton by an Indenture²⁴⁶ bearing date the Eighteenth day of the said month of May so and in Consideracion of fflower Thowsand poundes to him paid by John Male of London Esquire did demise and graunte unto the said John Male the Imposicions Subsidies and duties of the said kindes of wines which should be brought into the Porte of Bristoll Bridgwater Barstable alias Barnestable

²³⁵ Date of the document smudged so illegible.

²³⁶ 'Lionel Earl of Midlesex' : refers to Lionel Cranfield. Elected to the House of Commons from 1614-1622, he was elevated to Lord Treasurer in 1621, before becoming the 1st Earl of Middlesex the following year. Information from: Michael J. Braddick, 'Cranfield, Lionel, first earl of Middlesex (1575-1645)', ODNB, (2012) <<https://www-oxforddnb-com.bris.idm.oclc.org/display/10.1093/ref:odnb/9780198614128.001.0001/odnb-9780198614128-e-6609?rskey=CALmKP&result=1>> [accessed 23 March 2026] and 'CRANFIELD, Sir Lionel (1575-1645)', *The History of Parliament: The House of Commons 1604-1629*, VI, *Members R-Z Appendix*, ed. by Andrew Thrush and John P. Ferris (Cambridge University Press, 2010), pp.723-728.

²³⁷ 'Daily Oratour' : 'A common term of art employed in petitions to the courts to mean the petitioner', M. M. Condon & E. T. Jones, 'William Clerk v Hugh Eliot as cape-merchant of the Michael of Bristol in 1505: pleadings in Chancery' (University of Bristol, PURE, 2025).

²³⁸ 'indenture' : A deed between two or more parties with mutual covenants, executed in two or more copies [...] hence, a deed or sealed agreement or contract between two or more parties' (OED).

²³⁹ 'demise' : 'To give, grant, convey, or transfer (an estate) by will or by lease' (OED).

²⁴⁰ Swinnerton died on 8th December 1616, A.B. Beavan, *The Aldermen of the City of London temp. Henry III. - 1912*, vol. 2 (E Fisher & Company, 1908), p.48.

²⁴¹ 'imposicion' : A tax/duty upon imports and exports imposed by the royal prerogative (OED).

²⁴² 'subsidies' : 'A tax levied on imports and exports, the income from which granted by parliament to the sovereign to meet particular needs; a sum of money raised by this tax' (OED).

²⁴³ 'Portingall' : Portugal.

²⁴⁴ 'Candia' : Crete

²⁴⁵ 'Ffeaste of thannunciacion of the blessed vurging Mary' : 'Feast of the Annunciation, 25 March'.

²⁴⁶ 'Indenture' : 'A deed between two or more parties with mutual covenants, executed in two or more copies [...] hence, a deed or sealed agreement or contract between two or more parties' (OED).

Ilford Combe²⁴⁷ Milford²⁴⁸ Cardiffe and Gloucester and of Newport Swansey Clevelly²⁴⁹ Chepestowe Tinbigh²⁵⁰ Axwater²⁵¹ Carmarthen and other places *within* the Lymittes and Members of the same portes for the terme of Eleven yeares lacking the laste three dayes of the same Terme from the sayd ffeast of the Annunciacion of the blessed virgin Mary then next ensuing at and for certaine severall yearely rentes amounting unto Three Hundred and ffifty poundes by yeare and under certen Covenantes²⁵² in the same Indenture Contained to satisfie and pay unto him the said Sir John Swinarton his Executors or assignes after the rate of Eighteene shillings for every Butt of the said kindes of wines *which* should be carrid or Transported from any of the said portes or places unto anie other Portes or places of lading or unlading *within* this Relme of England. And the said John Male afterwarde by an Indenture bearing date the Ninth day of September in the said Nynth yeare of his Majestes Raine ~~in the said Realme of England~~ did demise and graunt unto your Orators John Whitson John Rowbery and Thomas Whitehead then of the Cittie of Bristoll Marchantes the imposicions subsidies and duties of the said kindes of wines *which* should be brought from any the partes beyond the seas into the said portes of Bristoll Bridgwater and other the portes and places last aforesaid for the Terme of Eleven yeares lacking the last fflower daies of the same Terme from the said feast of thannunciacion of the blessed virgin Mary then next coming – At and for certen severall yearely rentes or paymentes amounting togeather to the somme of fourteene hundred poundes by yeare payable at the ffeastes of St Michael Tharchangell²⁵³ and the Annucacion of the blessed virgen Mary then or *within* Twelve dayes next after either of the same feastes by even porcions. And *your* said orator ~~they~~ and others did become bound by obligacion unto the said Male in Three Thousand poundes *with* Condicion for the payment of the same yearly rentes and paymentes and for performance of other thinges therein mencioned. And the said Mr Male did by the same Indenture Covenant and agree to satisfie and allowe unto *your* said Orator and other the assignees after the rate of Eighteene shillings the Butt for all such of the said kindes of Wines as should be brought or transported unto the said Portes or places or any of them from anie other Portes or places *within* this said Realme of England and dominion of Wales or ether²⁵⁴ of them as by the severall Indentures ready to be shewen and proved more at large it doth and may appeare. And *your* said Orator also sheweth unto *your* good Lordships that after the making of the severall demises grauntes and Obligacion aforesaid. That is to say in or about the Month of Aprill in the Tenth yeare of his Majesties Raigne over this Realme of England one Richard Crashawe of London by reason of his ffamiliaritie and acquaintance *with* the said Male gott some Notice and knowledg of the said John Males Bargaine estate and interest of and in the Premisses and He the sayd Richard Croshawe by insinuacions²⁵⁵ and shewes of love and frendshippe towards

²⁴⁷ 'Ilford Combe' : Ilfracombe.

²⁴⁸ 'Milford' : Milford Haven.

²⁴⁹ 'Clevelly' : Clovelly.

²⁵⁰ 'Tinbigh' : Tenby.

²⁵¹ 'Axwater' : An old name for the lower part of the River Axe in Somerset, which was a creek / minor harbour of the port of Bridgwater.

²⁵² 'Covenante' : 'A formal agreement, convention, or promise of legal validity; esp. in English Law, a promise or contract under seal' (OED).

²⁵³ 'Ffeaste of St Michael Tharchangell' : Feast of St Michael the Archangel, 29 September.

²⁵⁴ either.

²⁵⁵ 'insinuacions' : 'The action of stealing into the favour or affections of a person by winning, persuasive, or subtle means' (OED).

the said Male did endeavor to drawe the said Male at severall tymes to make unto him the said Croshawe severall Indentures of Covenantes in his the said Richard Crashawes owne name that the said Male should make an account of the eighth²⁵⁶ parte of the profitt of the said Rent payd by your Orator, and after that he the said Male should resceave²⁵⁷ the same, then to deliver all the residue of *which* somes of Mony as was not to be deducted by reason of the covenantes aforesaid to the said Crashawe, and at the length by such insinuacions and meanes and by promising unto the said Male to make himself requitall of the benefitt he should have or receive thereby did overcome and drawe the said Male ffirst to make unto him the said Richard Crashawe an Indenture of Covenantes bearing date the ffirst day of Aprill in the Tenth yeare²⁵⁸ of his Majestes Raigne to yeld²⁵⁹ and to make unto him the said Richard Crashawe an accompt and payment to the vallew of one ffowerth part and of the moitie²⁶⁰ of a ffowerth part of all such somes of Mony benefittes and profittes as by the said Male should be had and received of or by the said impositions Subsidies and duties of the said Wines and other the Premisses yearely At the ffeastes of St Michael thearchangell and the Annuciacion of the blessed virgin Mary or *within* Twenty daies next ensuing eyther of the same ffeastes by eaven porcions of *within* the space of eight daies next and imediatly after such time as the said Male should have had and received or lawfully and Conveniently might recover anie and receive the same the said severall rentes and paymentes amounting unto Three hundred and ffifty poundes by yeare and all and every such other summe and other summe and summes of money in and by the said Indenture bearing date the said Eighteenth day of May reserved or Covenanted to be paid to the said Sir John Swinarton his Executors Administrators or assignes and other summes of Money charges and expences by the said Male his Executors Administrators or assignes or any of them to be necessarily disbursed in or about the Recovery or obteyning of the premisses or any of them being first deducted and allowed And your orator further sheweth that afterwardes on or about the Thirteenth day of August in the Twelveth yeare of his Majestes said Raigne uppon surrendring up and cancelling of the said former Indentures the said Male did by an other indenture made between ~~to make unto~~ him the said Richard Croshawe and the said Male ~~another Indenture of Covenantes~~ bearing date the same day and yeare covenant to make and deliver unto him the said Croshawe an Accompt and payment to the vallewe of the Moytie and one half of all such somes of money benefittes and profittes as by the said Male should be had and received of or by the said impositions subsidies and duties of the said Wines yearely at the said ffeastes or by or *within* twenty daies next ensuinge either of the said ffeastes by even porcions or *within* the space of Eight daies after ~~such~~ such tyme as the said Male should have had and received or lawfully and conveniently might recover and receive the same (the said severall yearely rentes amounting unto Three hundred and ffifty poundes by yeare and all and every such other summe and summes of money Charges and expences as are aforesaid being first deducted and allowed) (But nowe soe it is may it pleas your good Lordships) That by vertue and meanes of the said Indentures of Covenantes soe by hime the said Richard Croshawe by such insinuacions shewes of frendshippe and faire promises of requitall as aforesaid obtained and gotten of the said Male. He the said Richard Croshawe hath at severall times sithence the obteyning thereof and before the month of September 1621

²⁵⁶ eighth.

²⁵⁷ 'resceave' : receive.

²⁵⁸ 1 April 1613.

²⁵⁹ 'yeld' : yield.

²⁶⁰ 'A half, one of two equal parts' (OED).

had and received of and from the said Male divers severall somes of money amounting together to the some of ffive Thowsand poundes at the least and yet not contented therewith without the consent and privitie²⁶¹ of the said Male and without any Warrant or authoritie at all from him did repaire²⁶² unto your said Orator to the Cittie of Bristoll and then and there and at divers times and places did demaund of your said Orator certaine somes of mony amounting unto Two hundred Threescore and Two poundes and Tenn shillings²⁶³ parcell of the some of Seaven hundred poundes then after to be due unto the said Male from your Orator at the same feast of St Michael or within Twelve daies then next ensuing for the same halfyeares rent of the said Imposicions subsidies and duties of the said Wines and did intimate and affirme with greate protestacions and oathes unto your said Orator that he the said Richard Croshawe had sufficient Warrant from the said Male soe to doe and by meanes thereof he the said Richard Croshawe (albeit indeed he had no noe such Warrant at all) did before and shortly after the feast of St Michael Tharchangell in the said yeare of our Lord god 1621 receive of your said Orator the said Two hundred Threescore Two poundes and Tenn shillings and the same doth still deteine from your said Orator and the said Male And sithence that time hath allsoe endeavoured to gett at the handes of your said Orator the like Three severall somes of Two hundred Threescore Two powndes and Tenn shillings a peece parcell of the said yearly rent of One thowsand and ffower poundes and which were due and payable by him and others unto the said Male at some days now past he pretended was remayninge in your orators handes.²⁶⁴ But finding that he could not any longer prevaile therin by his practizes then he the said Richard Croshawe on or about the Seaventeenth day of May which was in the yeare of Lord god 1622 under pretence of being one of the ffarmers of his Majestes Customes Subsedies and Impostes for corinthes²⁶⁵ and to be thereby indebted to his majestie for the rente of the same (where in truth noe parte thereof was then due and owing) did assigne and sett over to his Majestie the said Indenture of Covenantes which he had gotten of the said Male And afterwarde on or about the Sixt day of July in Trinity terme last past²⁶⁶ did exhibite his Bill of Complaint in this Honorable Court against the said Male and your said Orator and thereby alusuchly²⁶⁷ and informed this Court that the said Male did agree in Consideracion of a some of mony before hand paid unto the said Male to assigne unto him the moitie thereof and that the said Male being a Scrivener and trusted to make the said Assignment²⁶⁸ did Contrary to that trust make it in so weake manner as he the said Croshawe could not recover the same moitie wherein truth he the said Croshawe did well knowe that there was never any some of mony at all by him paid unto the said Male or to anie other by his Privy or consent for the same nor any assignment made or agreed to be made by the said Male in that behalf and did allsoe well knowe that the said Male never had anie Consideracion of him the said Croshawe for the doinge thereof nor that the said Male was ever trusted by the said Croshawe in taking of the said Lease and graunt or any other assurance of the Premisses the same being all passed and done before such time as the said Croshawe had any thing to doe with the said Male

²⁶¹ 'privitie' : privy: 'a relation between two parties that is recognised by law as a consequence of their mutual participation or interest in a transaction, covenant, tenure, lease etcetera (OED).

²⁶² 'repaire' : repair: 'The action of going or travelling to a place or person' (OED).

²⁶³ £262 10s.

²⁶⁴ Not included seven crossed out words in this line.

²⁶⁵ currants.

²⁶⁶ 6 July 1622.

²⁶⁷ Likely crossed out because of scribal error.

²⁶⁸ 'Assignment' : 'Legal transference of a right or property; the document that effects or authorises the transference' (OED).

concerning the same. Nor that any such part of the said Males Cleere gaines of or by the same, yt resting meereley and Casually uppon Accomptes as the profit or losse thereof yearely should happen to arise or ffall could be assigned in other manner then by way of Covenant in the said Indentures are Conteyned And he the said Richard Croshawe thereupon obteyning Subpenaes²⁶⁹ the said Sixt day of July in the said Last Trinity Terme baring Teste the same day to be awarded unto *your Orators* and to the said John Male to appeare and answeare the said bill ~~and~~ did allsoe the same sixth day of July²⁷⁰ ~~baseinly proceeded and~~ informe this *Honorable* Court that the rentes and other duties and somes of mony due and payable by *your* said Orators for the half yeare ended at the Ffeast of Thannunciacion of the blessed virgen Mary then last past were and remained in the handes of *your* said Orator whoe ought to have paid the same but by reason of some scruple by him conseaved²⁷¹ of a former Order had refused to bring in the same monyes into this Court. And there uppon in the same Sixt day of July did procure another order in the cause to be there made and ruled amongst other the orders and decrees of the same Terme that *your* Orator should forthwith bring into this Court all such and so much of the said rentes duties and somes [of]²⁷² Mony as were due and payable to the said Richard Croshawe according to the graunte and agreement between him and the said Male at our Lady day²⁷³ then laste past or at any time after and then unpaid unto the said Croshawe. And should likewise from thenceforth from tyme being in the said rentes duties and summes of mony as they should growe dew and that a Subpena should be directed unto *your* said Orator and the said John Male comaunding them and either of them to performe the said Order. And thereuppon alsoe on the said Sixt day of July did cause a Subpena dated likewyse the same day to be made forth and served for the performance thereof accordingly. By means whereof the said rentes dutyes and somes of mony *which* should have bene paid by *your* said Orator to the said Male out of *which* *your* Orator was first to deduct such duties or somes of money as were due unto him by reason of the said Covenantes as aforesaid as ordered to be brought into this court To the said Richard Croshawe having gotten one hundred poundes more thereof and hath obtained an order for the bringing in of the some of 687*li* 10*s*²⁷⁴ and of the said Indenture and bond into this Court pretending the same to be deare and payable by *your* said Orator whose in truth *your* said Orator hath truly satisfied all such somes of mony as are behinde and unpaid besides so much onlie as doth remaine in *your* Orators handes and as to be deducted for such allowances as *your* Orator ought to resceave satisfaction for by reason of the Covenantes aforesaid the particulers whereof *your* Orator cannot precisely sett downe untill the accomptes betweene the said Male and *your* Orator be made up and perfected for that from time to time there doth arise new causes of deduction But *your* said Orator ~~said Orator~~ sayeth that uppon the accompt already made and perfected and redy to be shewed and produced unto this *Honorable* Court whensoever

²⁶⁹ 'Subpenaes' : subpoena: 'A writ requiring the attendance of a defendant at court in order to answer a charge alleged against him or her, subject to penalty for non-compliance' (OED).

²⁷⁰ Three words crossed out.

²⁷¹ conceived.

²⁷² Omitted.

²⁷³ Lady Day is shorthand for the Feast of the Annunciation.

²⁷⁴ £687 10*s*.

your said Orator shall be required that theres is 666 Buttes of severall kindes of wines brought by Crtificates²⁷⁵ unto the Porte of Bristoll and other the Portes and places named in the same Lease from other the portes and places
 within this Realme where the duties thereof were first paid after the rate of Eighteene shillinges the Butt to *which* amounted to the some of £624 and *your* said Orator further sheweth that after *your* said Orator had entered into the
 said Barginnes and Covenantes as aforesaid it appeared manifestly to the said Male that *your* said Orator had great Losses thereby and thereupon in respect of the hardnes of the said Bargaine it was agreed and concluded
 between the said Male and *your* said Orator that an abatement should be made unto *your* said Orator of 50li²⁷⁶ by the yeare parcell of the said rent reserved uppon the demise for the last Tenn yeares of the same Terme
 amounting to the some of 500li²⁷⁷ more *which* said severall somes of 624li and 500li amounting together to the some of 1124^{li} *which* did farr exeed the said some of 687li 10s and for that besides theise monyes
 there are other *paymentes* and allowances to be made to the Executors Administrators or assignes of the said Sir John Swinarton after thelike rate of Eighteene shillinges the Butt by the said John Male for all such quantaties of the said Wines as *within* the said
 Eleven yeares have bene Carried or transported to from the said portes ~~unto the said Male~~ unto any other Portes *within* this Relme out of *your* said Orators mony by the appointment of the said Male longe before the said Croshawe
 had an interest therein. All *which* being likewise well knowne unto the said Richard Croshawe and that the same ought to be deducted and allowed he the said Richard Croshawe neverthesse in a moste unjust meanes hath lately
 demaunded the said Sixe Hundred Eightee seaven poundes and Tenn shillinges of *your* said Orator *with* Threatninge that he will make *your* said Orator to pay the said mony unto him the said Croshawe And albeit he did well knowe that before
 such tyme as he the said Richard Croshawe has assigned over his said Indenture of Covenantes to his *majestie* *your* Orator did offer to have made satisfaction unto the said Male of so much the said monyes in question as were then
 due by vertue of the same Indenture unto the said Male and that the said Male did forbear to receive the same by reason some question then before made thereunto by the said Croshawe and be cause he should have noe just
 cause at all to suspect anie ill dealing by the said Male and *your* said Orator /In Tender Consideration whereof and for asmuch as *your* said Orator ought to satisfie himself of soe much money as is due unto him as aforesaid by reason
 of the Covenantes aforesaid before he was bound to pay anything to the said Male and therefore hopeth by the favour of this Honorable Court that is to himself *your* said Orator ought to deduct the like somes of money unto whomsoever the
 the Court shall appoint the same and for that *your* said Orator hath noe remedie at Common Law to make the said Croshawe to performe the said agreement made for the abatement of the said ffifty poundes yearly as aforesaid yf the Court shall order to pay the said
 said²⁷⁸ wynes unto the said Croshawe. May it therefore please *your* good Lordships to graunt unto *your* said Orator his Majestes most gracious writte of subpoena under the seale of this Court unto the said Richard Croshawe directed

²⁷⁵ Certificates.

²⁷⁶ £50.

²⁷⁷ £500.

²⁷⁸ Repeat word.

comaunding him at a certaine day and under certaine paine therein to be Limited personally to be and appeare before *your Lordshipps* in his
Majestes Court of Exchequer Chamber at *Westminster*²⁷⁹ then and there to answeare the premisses
And further to stand to and abide such order and decree therein as to *your honors* shall seeme meete and he shall truly pray for *your honors*. / Ffirst did despun²⁸⁰
Jo: Denham²⁸¹ Huthall

Bristol

mr Whytson

²⁸²The Replicacion of John Whitson Complainant to the Aunswere of Richard Croshawe Defendant

²⁷⁹ Westminster

²⁸⁰ Two latin words – looks like ‘ffirst did despun’.

²⁸¹ Sir John Denham.

²⁸² Trinity term of the 21st year of James’ reign: Trinity term, 1623.

The said *Complainant* doth and will averre²⁸³ maintaine Justifie and proove the said bill of complaint, and the matter and thinges therin Conteyned to be just true Certaine and sufficient in the lawe for the said *defendant* to aunswere unto, And that the said *defendants* aunswere and the matters and thinges therein conteyned are untrue incertaine and insufficient in the lawe for the said *Complaynant* to replie thereunto. Yett all and all manner of advantage of excepcion to the insufficiencies incerteinties wantes and imperfeccions whatsoever of the said *defendants* aunswere to the said *Complaynant* now and at all tymes hereafter saved and reserved ffor replicacion thereunto the said *Complainant* saith and will averre mainteyne Justifie and proove to this *honorable Court* that the said *Sir John Swinarton* by the said Indenture in the said Bill of Complaint mencioned bearing date the Eighteenth daie of Maye in the said Bill also mencioned did devise and graunt unto the said John Mayle therein named the imposicions and subsedyes and duties of the said kindes of wines which should be brought into the portes of Bristoll Bridgwater Barstable alias Barnestable Ilford Combe Milford Cardiffe and Gloucester and of – Newport Swansey Clevelley Chepstowe Tynbigh Axwater Carmarthen and other places within the Lymittes and members of the same portes ffor such terme and for such yerly rentes and summes of money as in the said Bill is mencioned, And that the said *defendant* manie years before, and at the tyme of the exhibiting of the said Bill did well knowe and was informed and had heard that there were Covenantes in the same Indenture conteyned to satisfie and paie unto the said *Sir John Swinarton* his executors on assignes after the rate of Eightene Shillinges for every Butt of the said kindes of wines which should be Carried or transported from anie of the said portes or places unto anie other portes or places of lading or unlading within this Realme of England, And that the said lease and graunt made as aforesaid by the said *Sir John Swinarton* to the said John Mayle was made unto him and in his name To his sole and proper use and behoofe²⁸⁴, and not in trust nor for the use of anie others As by the said *defendant* in and by his said aunswere is very untruly pretended, And that the said John Mayle by an Indenture bearing date the Nineth daye of September in the Nineth yere of his *Majesties* raigne did devise and graunt unto this *Complainant* and to John Rowberow and Thomas Whitehead in the said Bill named the imposicions subsedies and duties of the said kindes of wyne which should be brought from anie the partes beyond the seas into the said Portes of Bristoll Bridgwater and other the portes and places aforesaid ffor the terme and for the rentes and summes of money in the said Bill mencioned. And that the said *defendant* for manie yeres together next before the exhibiting of this said *Complainantes* bill in this *honorable Court* did very well knowe, and had both seene and heard; and he the said *defendant* lately in his owne bill of complaint exhibited in this *honorable Court* against this *Complainant* and the said John Mayle and in other his proceedinges in that behalfe against them in this *honorable Court* hath expreslie sett forth and confessed, and thereby it is most apparent and manifest that he the said *defendant* did so very well knowe and had heard and bin informed that this said *Complainant* and others were and had become bound by obligacion unto the said John Mayle in Three Thowsand powndes for the paiement of the said yerly rentes and paiementes and for performance of other thinges therein mencioned As by this said *Complainant* in his said Bill is also sett forth. And also that he the said *defendant* divers yeres before the exhibiting of this said *Complaynantes* bill did also very well know and had heard and bin informed that the said John Mayle by the said Indenture had Covenanted and agreed to satisfie and allowe unto this *Complainant* and other the assignes after the rate of eightene shillinges the Butt for all such of the said kindes of wines as should be brought or transported unto the said portes or places or anie of them, from anie other portes or places within this Realme of England and dominion of Wales or either of them, And that the said *defendant* by writing under his owne hand extant to be shewed to this *honorable Court* hath heretofore Confessed and acknowledged Thirtie powndes to be accompted²⁸⁵ for wines so transported by Certificates and that he the said *defendant* was to allowe and to have a Moytie upon the Clering thereof, And that he the said *defendant* in the same writing under

²⁸³ 'averre' : aver: 'To prove or justify a please' (OED).

²⁸⁴ 'behoofe' : behoof: 'use, benefit, advantage' (OED).

²⁸⁵ 'accompted': accounted.

his owne hand hath acknowledged that he the said defendant on the Second day of August 1615 did receive a Moytie of the said Thirtie powndes in theis wordes all written *with* his owne hand vizt²⁸⁶ Rade²⁸⁷ 2. Auguste 1615 for my Moytie hereof xvi²⁸⁸ Ric Croshawe, Although he the said defendant Richard Croshawe hath now in and by his said aunswere most untruly alleged and sett forth, that whether the said Complainant and others did become bound by obligacion unto the said Mayle, or whether the said Male did by the said Indenture Covenant or agree to satisfie or allowe unto this Complainant and other the assignees after the said rate of Eighteene Shillinges the Butt for all such of the said kindes of wines as should be so brought or transported as aforesaid he knew not neither believed there was anie such Covenants In both *which* respectes he this Complainant under favour of this *honorable court* taketh in that the said defendant as and by the same his denialles upon his Corporall oath²⁸⁹ taken for the truthe of his said aunswere in that behalfe hath willinglie and againste his owne Certaine knowledge sett forth an untruthe, the *which* this Complainant leaveth to the Judgment of this *honorable Court*, used and *with* all saith and will also averre maintaine Justifie and proove to this *honorable Court* that the said defendant before and in September 1621 did untruly intimate and affirme *with* great protestacion and others unto this Complainant That he the said defendant had sufficient warrant form the said John Mayle to demaund and receive, and by color thereof hath demaunded and received of this said Complainant the summe of 262li 10s²⁹⁰ parcell of the summe of Seaven Hundred powndes due at the ffeaste of St Michaell Tharchangell then next following for the same halfe yeeres rent, and hath sithence endeavored to gett from this said Complainant the like three severall summes of Two hundred sixtie two powndes and tenne shillinges a peece sithence due to the said John Mayle by force of the said Indenture, And *withall* he this Complainant saith and will averre doubteth not but sufficientlie to prove to this *Honorable Court* that the said *defendants* bill of Complaynt and Informacion²⁹¹ by him exhibited in this Court against this Complainant and the said John Mayle as touching the matters and thinges therein conteyned and laid to their Charge is altogether untrue and scandalous, and exhibited against them *without* anie wise cause, And that such writtes and orders thereupon as in this said *Complainantes* bill are mencioned to be procured by the said defendant were unduly gotten and procured by the said defendant against the Rules and orders of this *Honorable court* and against the ordinarie proceedinges of the same Court *without* that that²⁹² the said Indentures of Covenantes in this complaynante said bill of Complaint are mencioned to be made by the said John Mayle to the said defendant were made for valuable consideracion of money paid by the said defendant or that anie money at all was paid by the said defendant to Henry Polsted in the said Bill named by the mediacion of the said Mayle or *with* his knowledge or privity in all or anie the passages thereof, As by the said defendant in and by the said aunswere is very untruly alleged or otherwise. And *without* that that²⁹³ he this Complainant Conceaving that the said defendant had good cause to receive the said summe of Two hundred sixtie two poundes tenne shillinges did by his owne good will give order to paie the same to the said defendant as by the defendant in and by his aunswere is alledged or otherwise then upon his the said *defendants* said protestacions and oathes that he had sufficient warrant and authoritie from the said John Mayle to receive the same as in the said bill is sett forth and whereof he this said Complainant shortlie after was informed the contrarie, And ~~without~~ that that²⁹⁴ he this defendant hath now no Just cause to Complaine thereof for that the said John Mayle shortlie after did make unto the said complaynant an acquittance

²⁸⁶ 'vizt': that is.

²⁸⁷ 'Ra^d' short for 'radix' : Latin for the 'origin'.

²⁸⁸ £15.

²⁸⁹ An oath ratified by physically touching a sacred object, for example, the Bible.

²⁹⁰ £262 10s.

²⁹¹ 'Informacion' : Informations: these were complaints or charges presented to a court in order to institute criminal proceedings (OED).

²⁹² Repeat word.

²⁹³ Repeat word.

²⁹⁴ Repeat word.

of and for the same as by the said *defendant* in and by his said aunswere is alledged or otherwise, ffor he this *complainant* saith and will averre and prove that the said John Mayle assoone as he had notice thereof did finde himself greatly agreived that the *defendant* had so rerceived the same against the true meaning of the Indentures and agreementes in that behalfe made between him and the said *defendant*, and in regard thereof notwithstanding the giving of the same acquittance hee the said John Mayle did and doth disclaime to give any allowance of or for the paiement of the said two hundred sixtie two poundes tenn shillinges to the said *defendant* Croshawe, And *without* that, that he this *Complainant* was willing or ready to paie the said like three Severall summes of Two hundred sixtie two powndes tenne shillinges to the said *defendant* *without* anie demande of anie defalcacion²⁹⁵ whatsoever as by the said *defendant* in and by his said aunswere is untruly pretended and alledged for anie the causes therein expressed or otherwise, or that the said John Mayle by true meaning was to have no other benefit by the said money but to receive it *with* the one hand and to paie *with* the other as by the said *defendant* in and by his said aunswere is untruly alledged, ffor by his the said *defendants* owne showing and setting forth, he the said John Mayle was not to paie the same unto the said *defendant* untill Twentie daies next after either of the ffeastes in his said aunswere mencioned or *within* eight daies after he the said John Mayle should have received the same, (The rentes due to the said *Sir* John Swinarton or his executors deducted) wherein also he this *Complainant* saith and will averre and proove that the said *defendant* contrarie to his owne Certaine knowledge hath nevertheles verie untruly and falslie affirmed in that point, ffor that not only the rentes due to the said *Sir* John Swinarton or his executor were to be deducted but also all and duly other summe and summes of money in and by the said Indenture bearing date the Eighteenth daie of Maye reserved or covenanted to be paid to the said *Sir* John Swynarton his executores administratores or assignes, and all other summes of money Charges and expences by the said Mayle his executores administratores or assignes or anie of them to be necessarilie disbursed in and about the Recovery or obteyning of the premisses or anie of them were first to be deducted and allowed. And he this *Complainant* doth not beleive that the said John Mayle did at anie tyme endeavor to prevent or deceive the said *defendant* of the said summes of money or anie of them, ffor he this *Complainant* saith that the very truth is that in or about the moneth of Aprill 1622. the said *defendant* having made great meanes to have gotten of this *Complainant* the summe of 262*li* 10s parcell of the said rent due to the said Mayle at Thanunciacion of our Ladie then last past *which* was in the yere of our Lord god 1622 or *within* Twelve dayes after and he this *Complainant* then knowing the said *defendant* to have no authoritie to demaund or have the same of this *Complainant* and therefore refusing to make him paiement thereof, Hee this *complainant* did not onely by his *lettres* dated the Two and Twentith day of Aprill. 1622. give notice thereof unto the said John Mayle and advised him thereby to meete *with* this *Complainant* at Certaine places upon the waie at his then Coming upp to London to have made satisfaccion unto him the said Maile of the said monyes before he came to London, but also he this *Complainant* assoone²⁹⁶ as he was then come up to London did send for the said John Mayle to the Inne where he this *Complainant* then lodged in Bread Streete London, on the 5 or 6 day of May 1622 and did then and there also offer to have paid the said monyes unto the said Mayle, But hee the said Mayle by reason of the said questions then lately before made thereunto by the said *defendant* did refuse to receive the same money because the said *defendant* should have no just cause to suspect anie ill dealing at all therein by him the said Mayle, hee the said Mayle then saying and affirming therewithall to this *Complainant* that all the world should perceave that although he the said Mayle was a poore man yett that he was and would be an honest man, *Without* that that he this *Complainant* did faithfullie promise to the said *defendant* to paie the said three severall summes of Two hundred sixtie two poundes xs²⁹⁷ to the said *defendant*, and did neither then nor before make it knowne to the said *defendant* that he was to have anie deduccion out of the same, as by the said *defendant* in and by his said aunswere is untruly alledged, ffor this *Complainant* in that behalfe saith, and will averre and prove

²⁹⁵ 'defalcacion' : defalcation: in this context, Croshawe is claiming that Whitson demanded a reduction in the amount of he owed to him.

²⁹⁶ as soon.

²⁹⁷ £262 10s.

that upon sundry Comunicacions and Conferences had between him this *Complainant* and the said Mayle aswell touching the moneyes due to be paid and allowed for the wines transported to and from the said Portes of Bristoll and other the portes and places aforesaid by Certificates and touching the abatements of ffyftie powndes by yere of the said Rentes in his the said *Complainantes* bill mencioned to be made unto him for the causes therein truly alledged, yt was resolved and agreed by and between them, that the same allowances should be respected till the expiracion of the said Lease, and then to be Cleared and allowed at thending thereof *Without* that, that this *Complainant* should or ought to depend upon the said Mayle if there should be cause for his recompence therein as by the said *defendant* in and by his said answer is very unjustly²⁹⁸ and unconcionable pretended. And withall this *Complainant* also saith that he this *Complainant* doth not beleive that the said Mayle is or for anie tyme hath bin a very daungerous Cunning or hard Conscienced man as by the said *defendant* in and by his said aunswere is very fraudelouslie²⁹⁹ alledged. Ffor he this *Complainant* saith that he this *complainant* by reason of the said Ffarme of the impostes and by reason of other busmesses³⁰⁰ for divers yeres before having had good notice and knowledge of him the said John Mayle and of his dealinges both *with* him this *Complainant* and *with* divers and sundry other men in very great and waightie affaires and matters hee this *Complainant* did alwayes finde and perceave him the said John Mayle to be a very honest man and a Conscionable dealer howsoever by sundry Crosses and affliccions he hath of late yeres bin much hindred and decaied in estate, And he this *Complainant* doth utterlie denie all and every the deceiptes practices and devices by the said *defendant* in and by his aunswere alledged or pretended touching or concerning him this Complaynant and the premises aforesaid or anie of them or anie parte thereof, *without* that that anie other matter or thing in the said aunswere conteyned materiall or effectuall in the Lawe for the said *Complainant* to replie unto, and not herein and hereby sufficiently replied unto confessed and avoided denied or traversed is true, All *which* matters and thinges the said *complainant* is ready to averre and proove at this *Honorable Court* shall award and humblie praieth as in and by his said Bill he hath already praied.

Cuthall

The Reioynder of Richard Croshawe Esquire *Defendant*
to the Replycation of John Whitson Marchant *Complainant*.

The said *defendant* doth and will averr Mainteyaine Justifie and prove his answer put in unto the *Complainantes* bill of *Complaint* and all and Every the Matters and thinges therein Conteyned to be Just true and sufficient in the Lawe for the *Complainant* to reply unto, And that the *Complainantes* Replycacion and the Matters and thinges therein sett forth and Contained are very

²⁹⁸ unjustly.

²⁹⁹ 'Fraudelouslie' : Fraudulously.

³⁰⁰ 'busmesses' : businesses.

-----³⁰¹ scandalous untrue in certeyne and in sufficient in the Lawe for this *defendant* to rejoyne unto, all advantages of Excepcion nevertheles to the incertentyes scandalls and in sufficiencyes thereof, now and at altimes hereafter to this *defendant* saved, for playne and manifest declaracion of the truth and for rejoynder thereunto, he this *defendant* saith that he hopeth to give good satizfaccion to this *honorable* Courte, that the *Complainant* not with standing all his surmises and aspercions³⁰² in his said bill and Replycacion Conteyned ought to paye unto this *defendant* all the said three haulfe yeares rent for the farme in the Bill answere and Replycacion mencioned, without any deduction or defaulcacion att all Without that that³⁰³ this *defendant*, did at any tyme heretofore, or yet doth knowe, or hath beene Informed that John Maile in the Bille mencioned by any wrighting whatsoever Covenanted or agreed, to satizfy or alowe unto the *Complainant* or to any other person after the rate of Eighteen shillinges the butte for all such wines in the replicacion mencioned, as should be brought or transported unto the portes or places in the replycacion intended from any other portes or places within this Relme of England, or dominion of Wales, or either of them Or that the said John Mayle entered into any such Covenant as in the said repliacion is most untruly pretended neverthelesse this *defendant* ~~further~~ saith that if the said Mayle did by any wrighting agree to make any allowance unto the *Complainant* in that kinde yett this *defendant* will prove that it was but for a Certaine quantity of wines not exceding Sixtie Buttes or Pipes at the most *per annum* And that by the same wrighting the *Complainant* was to reckon and demaund allowance for the same, Every haulfe yeare, which was to be Cast upp allowed and Cleared at the said Mayles Howsse in London, Tenne dayes after Michealmas, and Tenne dayes after our Lady daye, Annually and not otherwisse ~~as by the same wrytinge remayning in the Complainantes handes it may appear~~, and therefore if any thing were to be allowed unto the said *Complainant* by reasons thereof as there is not to this *deafendantes* knowledge, the said *Complainant* hath or might have receaved and deducked the same, according to the Lymittacion of the said wrytinge and this *defendant* ought not nowe to Make any allowance unto the *Complainant* out of the said three haulfe yeares Rent, being Seaven Hundred Eighty Seaven Poundes and Tenn Shillinges³⁰⁴ in respecte thereof Without that that the said *Complainant* did at at any tyme demaunde any allowance to bee made unto hime, in respecte of the said wrytinge or otherwisse of this *defendant* And with this that the said *Complainant* did at seaverall tymes and in seavaerall places before divers persons of greate worth saith fully promiss and agree, to paye to this *defendant*, the said 3 haulfe years rentt without any abatement at all Uppon delivery upp to hime of his said bond, of three thousaund Poundes and Covenantes in the Replycacion mencioned, ~~wherein~~ And that the *Complainant* offered and agreed that if this *defendant* would not prosecute hime uppon a Contempte for breach of the orders of this *honorable* Courte, but lett the said moneys rest in his handes untill our Lady daye last, at which tyme his tearme ended, whereby he, might have upp his bond and Covenantes from the said Mayle that then he the *Complainant* faithfully agreed, ~~that he he~~ would then paie unto this *defendant* not only the principall moneys, but intrest, for the same; if this *defendant* would soe tacke it, And whereby this *defendant* relying uppon this *Complainantes* faithfull promises in that behalfe did not prosecute any Contempt against hime, for not bringing in of the said moneys into this *Honorable* Court as this *defendant* would and might have done had not he relyed uppon the *Complainantes* said faithfull promisse as aforesaid

³⁰¹ Manuscript damage – the word is crossed out and smudged.

³⁰² ‘aspercions’ : assertions.

³⁰³ Repeat word.

³⁰⁴ £787 10s.

And ----³⁰⁵ that this defendant hathe receaved one Hundred Poundes of the three haulfe years rent and no more; vidzt fforty nieen Pound and Sixteen shillinges of one
 -----³⁰⁶, and moiety -----³⁰⁷ and ffower shillings *which* the Complainant himself did bring and paye to this defendant at his this defendantes house in *parte*
 of paiement of the said 3 haulfe yeares rent, *with* a promisse as before to paie all the rest at the tyme and in sorte as aforesaid,
 And this defendant will further prove that the said Mayles as the sole drawer and contriver of the Complainantes pleadings in this Honorabl Court
 And that the said complainant by combynacions *with* the said Mayle maketh and seteth one foote the fraudelous demaundes, in his said bill and Relycation, confyned
which if he could by aney meanes compasse then he and the said
 Maile have agreed to share the same between them, but this defendant hopeth this defendant hopeth³⁰⁸ this Honorable Court will fynd out their deale and prevent therein
 the behalfe and that the Complainant shalbe compelled to performe the orders of this most honorable Courte for the bringing in of the said moneys they being made
 uppon deliberate *and* mature consideracion as in this defendantes answere is truly alledged *without* that that this defendant did at any tyme July make or affirme unto the
 Complainant
 that he hade authoritie from the said Mayle to receave the moytie of the said rente, other then by the Covenantes made by the said Mayle to this defendant
 mencioned in this defendantes answere and *with* this that defendant did shewe those covenantes unto the Complainant *which* gave the Complainant full satisffaccion that
 this defendantes
 hade and hathe good right to a moytie of the rente payable by the Complainant for the said ffarme and that other affirmaicion then that this defendant made
 none and therefore the Complainantes hath much wronged his worde and in hautt³⁰⁹ in laying downe such untruths in his said bill and Replicacion *which* may
 give just occasion to suspecte and question the Complainantes in *parte* his other assercions *without* that that there is any other matter &r

Sho. James

³⁰⁵ Manuscript damage.

³⁰⁶ Smudged word.

³⁰⁷ Smudged words; must be '£50 4s.' to sum to £100.

³⁰⁸ Repeated.

³⁰⁹ haut: high-handedness.

Appendix 3: Nathan Roberts (ed.), TNA, E134/22Jas1/East15, 'Whitson v Croshaw' (Unpublished transcription, 2026)

Interrogatories to be ministred to certaine witnesses sworne and examined on the behalf of John Whitson *plaintiff* against Richard Croshaw *defendant* in a Cause depending in sute between the said parties in his *Majesties* Honorable Courte of Exchequer.

- 1 **Inprimis** doe you knowe the parties *plaintiff* and *defendant* or either of them and how longe have you so knowne them or either of them.
- 2 **Item** how many Butts Pipes Hogsheades or Barelles of Sweete Wynes commonly called Secks Malligas Cannars Taynte Muscadell Bastardes Cutte or wynes of Candia, have you or any one by your appoyntment bought or laden in any Cittie Towne Porte or place within his *Majesties* realme of England (excepting the Cittie of Bristol Barnestaple Bridgwater Yeelfoord Combe Gloucester Chepstow Clevelly Cardiffe Swanzey Tynbie Milford or any Crickes or members belonging to them or any of them att any time or times between the ffive and Twentie day of March one Thousand six hundred and Twelve and the ffive and Twentie day of March one Thousand six hundred Twentie and Three, and where and when did you or any for you buy the said wynes and where did you or any for you sell and utter the said wynes; declare your whole knowledg herein:
- 3 **Item** how many Buttes pipes hogsheades or barelles of the kinde of wynes mencioned in the second Interrogatorie doe you know or have Credably heard say that any persson or perssons have bought between the tymes and dayes in the said Interrogatorie mencioned and where and of whom did they or any of them soe buy them, and where did they or any of them utter and sell the said wines, declare your whole knowledg herein, and how you know or beleve the same to be true.

Depositions had and taken at the Cittie of Bristoll the Thirtith day of March in the Two and Twentie yeare of the raigne of our Soueraigne Lord James by the grace of God Kinge of England ffrance and Ireland and of Scotland the fffiftie Seaven before Jerom Hame Humfry Browne and Alexaunder James Esquiers by virtue of his *Majesties* commission to them directed fforth of his *Majestis Honorable* Courte of Exchequer for examination of Certaine Wittnesses uppon certaine Interogatories to the said Commissions delivered on the *parte* and behalf of John Whitson Esquir *plaintiff* against Richard Croshow *defendant*.

John Barker of the Cittie of Bristoll merchant aged Thirtie Nine yeares or thereabout being sworne and examined to the ffirst Interogatorie he deposeeth and saith that he knoweth well the foresaid John Whitson *plaintiff* and hath knowne him by the space of Thirtie yeares or thereabouts and he likewise knoweth Richard Croshow the *defendant* and hath knowne him by the space of Six yeares or thereabouts.

To the second he depooseth and saith that in the yeare of our Lord God one Thousand six hundred and Sixteene he bought of Lawrence Greene of London Marchant Six pipes of Maliga wyne, and alsoe in the yeare of our Lord god one Thousand six hundred and Seaventeene he depooseth and sayth that he bought of ffrancis Dorrington of London aforesaid Merchant Two Buttes of Muscadell and one Hogshead of Cute, And he further depooseth and saith that in the yeare of our Lord God one Thousand Six hundred and Nineteene he bought he bought of George Griffith of London aforesaid marchant one hogshead of Cute, And alsoe he deposeth and saith that in the yeare of our Lord God one Thousand Six Hundred Twentie and one he bought of Thomas and Daniell Harvey of London Merchant Two Buttes of Muscadell, Moore he deposeth and saith that in the yeare last abovesaid he bought Zacarie Deeke of London Marchant Twoe buttes of Muscadell and one Hogshead of Cute: All which wyne and Cute abovesaid this deponent caused to be brought from the Cittie of London aforesaid to the Cittie of Bristoll and there did utter and sell the said wyne and ffurther he depooseth not.

John Goning of the citty of Bristoll Merchant agged fffiftie six yeares or there aboutes being sworne and examined to the ffirst Interogatorie he deposeeth and saith that he well knoweth foresaid John Whitson *plaintiff* and hath knowne him by the space of Thirtie seaven yeares or there aboutes but doth not knowe Richard Croshow the *defendant*.

To the second he deposeth and sayth that in the yeare of our Lord God one Thousand Six Hundred and nineteene George Griffith of the Cittie of London Merchant did buy for this deponent for his use of Thomas Symondes Cittizen and Skinner of London aforesaid Two buttes of Muscadell: Alsoe he depooseth and sayth that in the yeare of our Lord God one Thousand Six hundred Twentie and Two John Goweing of London aforesaid Draper did buy for and to the use of this deponent in the foresaid Cittie of London Two Buttes of Muscadell and one barrell of Cute containing nere about Thirtie gallons all which Muscadell and Cute this deponent

Caused to brought from London aforesaid to the Cittie of Bristoll and here did utter and sell the said Wynes and ffurther hee depoogeth not.

Ffrancis Cresswick of the Cittie of Bristoll Merchant agged ffortie yeares or there aboutes sworne and examined, to the first Interogatorie he depoogeth and sayth that he well knoweth John Whitson the *plaintiff* and hath knowne him by the space of Twentie ffve yeares or there aboutes butt doth not know Richard Croshow the *defendant*.

To the second he depoogeth and saith that in the yeare of *our* Lord God one Thousand Sixe hundred and Twentie he did buy in the Cittie of London one Butt of Muscadell the which he Caused to be brought from the *foresaid* Cittie of London to the Cittie of Bristol and here did utter and sell the said wyne Ffurther this deponent deposeeth not

Giles Elbridg of the Cittie of Bristoll Marchant agged Thirtie six yeares or thereaboutes being sworne and examined, to the first Interogatorie he depoogeth and sayth that he well knoweth John Whitson *plaintiff* and hath knowne him by the space of Eightene yeares or there aboutes but doth not know Richard Croshow the *defendant*.

To the second he depoogeth and sayeth that in the yeare of *our* Lord God one Thousand Sixe hundred Twentie and one and in the month of June he this deponent did Lade and Cause to be Laden in the Cittie of London in and aboard the good Backe called the Dorrathie of Bristoll whereof under god Thomas Williams was then master the number and quantitie of Thirtie and Two pipes of Spanish wyne all *which* wyne were afterwarde Landed in the Porte of Bristoll in the month of July next following, where this deponent did utter and sell the same, and more he depoogeth not.

Henry Hobson of the Cittie of Bristoll Vintner agged Sixtie yeares or there aboutes being sworne and examined, To the first Interogatorie he depoogeth and sayth that he well knoweth the said John Whitson *plaintiff* and hath knowne him by the space of ffortie yeares or thereaboutes but doth not know Richard Croshow the *defendant*.

To the second he depoogeth and saith that in the yeare of *our* Lord God one Thousand Six hundred and Nineteene he did buy att the Cittie of London of one mr Leatherland Vintner two buttes of Muscadell, And ffurther he depoogeth and saith that in the yeare of *our* Lord God one thousand Six hundred Twentie and one he bought at London aforesaid of William and Ralphe ffreeman merchantes Two Buttes of Muscadell, Moreover he depoogeth and sayth that in the yeare of *our* Lord God one Thousand six hundred Twentie and Two he bought of the *foresaid* Leatherland one Butt of Muscadell all *which* wyne this deponent Caused to be brought from the *foresaid* Cittie of London unto the said Cittie of Bristol and here did utter and sell the said wyne. and more he depoogeth not.-.

Richard Longe of the Cittie of Bristoll merchant agged ffortie – yeares of thereaboutes being sworne and examined, To the first Interogatorie he depooseth and sayth that he well knoweth the *plaintiff* John Whitson and hath knowne him by the space of twentie yeares of thereaboutes but doth not know Richard Croshow the *defendant*.

To the second he depooseth and saith that in the yeare of *our* Lord God one Thousand Six hundred Twentie and one his Servant John White did buy for him and to his use in the Cittie of London one Butt of Muscadell *which* this deponent Caused to be brought from thence to the Cittie of Bristoll and here did utter and sell the same and further he depooseth not.-.

Martin Ellinge of the Cittie of Bristoll Vintner agged fffitie ffive yeares of thereaboutes being sworne and examined, To the first Interogatorie he depooseth and saith that he well knoweth John Whitson the *plaintiff* and hath knowne him by the space of Thirtie yeares or thereaboutes but doth not knowe Richard Croshow the *defendant*.

To the second he depooseth that in the yeare of *our* Lord God one Thousand Six hundred and eightene he did buy at the Cittie of London of Thomas Symmondes Marchant Three Buttes of Muscadell and likewise he depooseth and saith that in the yeare of *our* Lord God one Thousand Six hundred and Nineteene he did buy in London aforesaid of Mr Ralph ffreeman Marchant Two buttes of Muscadell, all *which* wyne this deponent Caused to be brought from London aforesaid unto the Cittie of Bristoll and here did utter and sell the same and further he depooseth not

Thomas ffowler of the Cittie of Bristoll vintner aged ffortie yeares or there aboute being [sworne]³¹⁰ and examined To the ffirst Interogatorie depooseth and sayth that he well knwoeth the *plaintiff* John Whitson and hath knowne him by the *said* space of twentie yeares or thereaboutes butt doth [not]³¹¹ know Richard Croshow the *defendant*.

To the second he depooseth and saith that in the yeare of *our* Lord God one Thousand Six hundred and Nineteene he did buy att the Cittie of London of Thomas Symondes Cittizen and Skinner of London aforesaid Two Buttes of Muscadell *which* wyne he caused to be brought from London aforesaid unto the the Cittie of Bristoll and there did utter and sell the same, and ffurther he depooseth not.

Walter Steevens of the Cittie of Bristoll Marchant agged Thirtie ffower or thereaboutes

³¹⁰ Obscured by binding.

³¹¹ Obscured by binding.

being sworne and examined, To the ffirst Interogatorie depoozeth and saith *that* he knoweth well John Whitson the *plaintiff* and hath knowne him by the space of ffifteene yeares or thereaboutes but knowth not Richard Croshow the *defendant*.

To the second he depoozeth and sayth that in the yeare of *our* Lord God one Thousand Six Hundred and ffowerteene John fflatcher of the Cittie of London Marchant did send unto the deponent by wayene³¹² Carridg Two Buttes of Seck from London aforesaid for the use of the *plaintiff* which wyne were uttered and sould by this deponent in Bristoll aforesaid.

To the third [interogatorie] he depozeth and saith that in the yeare of our lord God one Thousand Six hundred and Nineteene the *plaintiff* John Whitson did buy in the Cittie of London of William Harrisson Cittizen and Haberdasher Two Buttes one Careteell of Muscadell *which* Careteell Contayned fflower scoore and Tenn gallons *which* he knoweth to be true for that this deponent was then servant to : the *plaintiff* and did pay for the Carredge of the said wyne from London to Bristoll: And he ffurther depoozeth and saith that in the yeare of our Lord God one Thousand six Hundred and Twentie the *said plaintiff* did buy in London aforesaid of one Mary Harrisson widow one Butt of Cute *which* he knoweth to be true for that this deponent hath seene yt sett downe in the *plaintiffes* booke: And he ffurther depoozeth and sayth that he beleeveth yt to be true that Georg Paule of the Borrough of Bridgwatter in the Countie of Somersett vintner deceased did buy in the yeare of *our* Lord god one Thousand six Hundred and Seaventeene of John Roose of Lyme Reges in the the Countie of Dorsson³¹³ Marchant one Butt of Seck, And likewise the said Georg did buy in the yeare of our Lord God one Thousand six Hundred and eighteene in Exonia³¹⁴ in the Countie of Devon, of Thomas Buridg Marchant two Buttes of Seck, *which* wyne the said George Caused to be brought from the severall places aforesaid to the Borrough of Bridgwatter and here did sell and utter them as by a Certifficate under the hand and seale of the said George Paule dated the Six and Twentieth day of July one Thousand Six hundred and eighteene appeareth where unto this deponent subscribe his name as a wittnes and for ffurther truth threof he reffereth himself to the said Certifficate and more he depoozeth not.-.

Thomas ffarmer of the Cittie of Bristoll Vintner agged sixtie yeares or thereaboutes being sworne and examined To the ffirst Interogatorie he depozeth and saith that he knoweth John Whitson the *plaintiff* and hath knowne him by the space of ffortie yeares or thereaboutes butt knoweth not the

³¹² Wayene: 'A large open vehicle, drawn by horses or oxen, for carrying heavy loads ... ; usually four-wheeled; a wagon' (OED).

³¹³ Dorset.

³¹⁴ Exonia': the Latin name for Exeter.

defendant Richard Croshaw.

To the second Interrogatorie he depooseth and saith that in the yeare of *our Lord* god one Thousand six hundred eightene or in the yeare one Thousand six Hundred and Nineteene his sonne Thommas ffarmer did buy for hime and to his use in the Cittie of London one Butt of Muscadell and there the same was uttered and sould by the fforenamed Thomas ffarmer vintner and ffurther he dpooseth not.

Richard Halworthie of the Cittie of Bristoll Marchant agged ffortie nine yeares or there aboutes being sworne and examined to the ffirst interrogatorie he depooseth and saith that he well knoweth John Whitson the *plaintiff* and hath knowne by the space of eighteen yeares or thereaboutes. And he likewise knoweth Richard Croshaw the *defendant*.

To the second he depooseth and saith that in the yeare of our Lord god one Thousand six hundred and Seaventeene or in the yeare one Thousand six hundred and eightene he did receave from the Cittie of London by Wayen Caredg by the order and for the accompte of Ambrose Jennings of London aforesaid Marchant, one Butt of Muscadell *which* Muscadell this deponent did sell and dispose of by his order, parte in the Cittie of Bristoll and the residue was sent upp by the river of Seaverne/.

Edward Solley of the Cittie of Worcester Vintner agged Sixtie six yeares or thereaboutes being sworne and examined to the ffirst Interrogatorie He depooseth and saith that he well knoweth John Whitson the *plaintiff* and hath knowne him by the space of Thirtie ffive yeares or thereaboutes but knoweth not Richard Croshaw the *defendant*.

To the second Interrogatorie he depooseth and saith that in the yeare of our Lord god one Thousand six Hundred and ffourteene he did buy in the Cittie of London Six Buttes and Pipes of Sweete wyne. and ffurther he depooseth and saith that in the yeare of *our Lord* God one Thousand six Hundred Twentie and Two He did lickwise buy att the Cittie of London aforesaid of Rowland Wilson Marchant Two Buttes of Seck all *which* wyne this deponent Caused to be brought from London aforesaid to the Cittie of Worcester and Gloucester and here did utter and sell the same. and ffurther he depooseth not.

Hierom Ham
Homphry
Browne

Alexander
James:

Interrogatories to be ministred to certaine witnesses sworne and examined on the behalf of John Whitson *plaintiff* against Richard Croshow *defendant* in a Cause depending in sute between the said *parties* in his *Majestis Honorable Courte* of Exchequer.

- 1 **Inprimis** doe you know the *parties plaintiff* and *defendant* or either of them and how longe have you so knowne them or either of them.
- 2 **Item** how many Buttes Pipes Hogsheades or Barells of Swete Wynes commonly called Seckes Malligas Canaras Taynt Muscadell Basterdes Cutte or wynes of Candia have you or any one by your appoyntment bought or Laden in any Cittie Towne Porte or place within his *Majestes* realme of England (excepting the Cittie of Bristol Barnestaple Brigwatter Yeelfoord Combe Gloucester Cheepstow Clevely Cardiff Swanzey Tynby Milford or any Crickes or members belonging to them or either of them) at any time or times betweene the ffive and Twentie day of March one Thousand six hundred and Twelve and the ffive and Twentie day of March one Thousand six hundred Twentie and Three and where and when did you or any for you buy the said wynes, and where did you or for you sell and utter the said wines.
- 3 **Item** how many Buttes Pipes Hogsheades or Barells of the kinde of wynes mencioned in ye second Interogatorie doe you know or have Credably heard say that any *persson* or *perssons* have bought between the times and dayes in the said Interogatorie mencioned and where and when did they or any of them soe buy them, and where did they or any of them utter and sell the said wynes. Declare *your* whole knowledg herein, and how you doe know or beleve the same to be true.

William: Hill

Edward Allen

Depositions had and taken att the Burrough of Bridgwater within the County of Somerset the Second day of Aprill in the Twoe and Twentieth yere of the raigne of our Sovereaigne Lord James by the grace of God of England ffraunce and Ireland King Defendor of the faith ^{er³¹⁵} and of Scotland the Seaven and ffytith before William Hill and Edward Allen *esquires* by virtue of his *Majestes* Commission to them dyirected forth of his highness honorable Courte of Exchequer for examinacion of Certen wytnesses uppon certen Interrogatories to the said Comissioners delivered on the part and behalf of John Whitson *esquire* plaintiff against Richard Croshow *defendant*

Humfry Cordwent of the Towne of Taunton in the county of Somerset vyntner aged Thirty twoe yeres or thereaboutes being sworne and examined, To the fyrst Interrogatorie deposeth and saieth that he knoweth John Whitson the *plaintiff* but doth not knowe Richard Croshow the *defendant*.

To the second he deposeth and saieth that in the yere of our lord God one thowsande Sixe Hundred and Nyneteene he did buy att the Cytty of Exonia³¹⁶ in the County of Devon of Thomas Launte merchant ffower Buttes of Seck Also in the said yere he bought at Exonia aforesaide of Walter White merchant fower Buttes of Seck and of Christofer Clarke of Exonia aforesaide twoe Buttes of Seck and one Pipe of Malaga wine and of Gilberte Sweete merchant in the yere aforesaid twoe Buttes of Seck And of John Gooze merchant one Butt of Seck And he further deposeth and saieth that in the yere of our lord god One Thowsand Sixe Hundred and Twenty he did buy at Exonia aforesaid of the forenamed Gilberte Sweete twoe buttes of Seck and of Hugh Crocker merchant one Pipe of Maliga wine and of Walter White aforesaid one pipe of Bastard and one Butt of Seck and of Christofer Clark aforesaid fower Buttes of Seck Also he deposeth and saieth thatt in the yere of our Lord God One thowsand Sixe Hundred twenty and One he did buy att Exonia aforesaid of the forenamed Hugh Crocker ffower Buttes of Secke, and of Walter White aforesaid ffower buttes of Seck And of Humfry Cowrson merchant one Pipe of Maliga wine and of one Mr Addames merchant of Topsham one pipe of Malaga wyne / And alsoe he deposeth and saith thatt in the yere of our Lord God One thowsand Sixe hundred twenty and twoe he did buy at Exonia aforesaid of the forenamed Gilberte Sweete twoe buttes of Seck and he likewise boughte at Lyme Reges of John Harvey marchant twoe Buttes of Seck All *which* wynes before specified he this deponent caused to be broughte from the severall places aforesayd to the Towne of Taunton and there did vent and sell the said wynes And further he deposeth nott./

³¹⁵ etc.

³¹⁶ Exeter

Thomas Baker of Bridgwater in the countie of Somerset Vyntner aged Sixtie twoe yeres or there aboutes being sworne and examined to the fyrst Interrogatory saieth and deposeth that he knoweth the *plaintiff* John Whitson and hath knowne him by the space of Twenty yeres and Richard Croshawe the *defendant* he knoweth nott/

To the second he deposeth and saieth thatt in the yere of our Lord God One Thowsand Sixe Hundred Twenty and One he did buy att Topsham in the said County of Devon of Walter Webber merchant one Butt of Seck and in the yere of our Lord God one thowsande Sixe hundred twenty and twoe he did buy att Exonia aforesaid of Richard Triggs marchant Twoe Buttes of Seck All *which* wyne he this deponent caused to be brought from the places aforesayd to the Burrough of Bridgwater and here did vent and sell the same wyne And further he deposeth nott

Markes Knighte of the Towne of Tawnton in the Countie of Somerset Vyntener aged Sixtie yeres or thereaboutes being sworne and examined to the fyrst Interrogatory he deposeth and saieth thatt he knoweth the *plaintiff* John Whitson and hath knowne him by the space of one yere or thereaboutes but he knoweth not Richard Crowshaw the *defendant*

To the Second he deposeth and saieth thatt in the yere of our lord God one Thowsand Sixe hundred and Sixteene he did buy at the Cytte of Exonia in the County of Devon of Thomas Mockridge merchant ffourteene buttes of Seck and of Walter Webber of Topsham in the said County of Devon marchant one Pipe of Canara wyne And further this deponent deposeth and saieth thatt in the yere of our Lord God one Thowsand Sixe Hundred and Seaventeene he did buy att Exonia aforesaide of Thomas Martynne merchant fower Buttes of Seck And of Dorothie Moggridge of Exonia Wydowe Tenn Buttes of Seck More of Thomas Buridge of Exonia merchant twoe Buttes of Seck, More of one Addames And Baule of Exonia merchantes twoe Pipes of Canara wine And further he deposeth and saieth thatt in the yere of our Lord One Thowsand Sixe Hundred and eighteene he did buy att Exonia aforesayd of Gilberte Sweete Walter White and Thomas Burr ridge merchantes ffourteene Buttes of Seck More he deposeth and saieth that in the yere of our Lorde God One Thowsand Sixe Hundred and Nyneteene he did buy att Exonia aforesaid of the fore named Gilberte Sweete Walter White and one Mr Clark merchantes twenty Buttes of Secke and twoe Pipes of Canara wine More he the said deponent deposeth and saieth that in the yere of our lord God One Thowsand Sixe Hundred and Twenty and the yere One Thowsande Sixe Hundred twenty and One he did buy att Exonia aforesaid of divers merchants of thatt Cytte

the full number and quantety of Twenty and twoe Buttes and Pipes of Sweete wines but the particuler names of these merchantes he cannot precisely sett downe by reason his accountes of the saide last twoe yeres hee miscarried Moreover this deponent deposeth and saieth thatt in the yere of our Lord God One Thowsand Sixe Hundred twenty and twoe he did buy att Exonia aforesaid of the forenamed Gilberte Sweete and John Cooze marchantes Sixe Buttes of Seck All which wynes before specified this deponent caused to be brought from the severall places aforesaid unto the Towne of Tawnton and there did vente and sell the same/

Jacob Androes of the Burrough of Bridgwater in the countie of Somerset Clothier aged fyfty yeres or thereaboutes being sworne and examined To the fyrste Interrogatorie he deposeth and saieth That he knoweth John Whitson the *plaintiff* but doth not knowe Richard Croshow the *defendant* and hath knowne the *plaintiff* for the space of ffyfteene yeres or thereaboutes

To the second he deposeth and saith That in the yere of our lord God One thowsand sixe hundred and ffourteene and in the yere one Thowsand Sixe Hundred and ffyfteene he did buye att the Cytty of Exonia in the county of Devon of Grace Mawry widowe ffower Buttes of Secke And of Humfry Seaward of Topsham in the said county of Devon merchant One Butt of Sercke And he further deposeth and saieth that in the yere of our Lord God One thowsand Sixe Hundred and Sixteene he did buy att Exonia aforesaid of John Cooze merchant twoe Buttes of Seck and att the same place And in the sayd yere be boughte of Edward Grige twoe Butte of Seck And he further deposeth and saieth that in the yere of our lord god One Thowsand Sixe Hundred and Twenty he did buy of Roger Mallock Sixe Buttes of Seck And he further deposeth and saieth thatt in the yere of our Lord God One Thowsand Sixe hundred Twenty and one he did buy at Exonia aforesayed of John Pearce and Thomas fforde merchantes ffower Buttes and Pipes of Seck and Maliga wynes And he further deposeth and saieth that in the said yere of our lord God one thousand Sixe hundred Twenty and One he bought att Weymouth in the Countie of Dorset of one Bernard Micheall merchante twoe Pipes of Maliga wines And of one Walter Webber of Topsham aforesaid merchante Twoe Buttes of Seck And more in the said yere he bought at Topsham aforesayde of Samuell Ward merchante One Butt of Seck All which wynes he this deponent caused to be brought from the foresayd severall places places to the Burrough of Bridgwater and here did utter and sell the same And further he deposeth nott

William Wallis of the Burrough of Bridgwater in the county of Somerset gent aged ffyfty yeres or thereaboutes being sworne and examined to the fyrste Interrogatory he deposeth and saieth thatt hee knoweth the *plaintiff* John Whitson and hath knowne him by the space of Twenty yeres or thereaboutes But

the *defendant* Richard Croshow he doth not knowe/

To the second [interrogatory] he deposes nott

To the third Interrogatory he deposeth and saieth Thatt he this deponent being his *Majestes* Searcher in the Porte of Bridgwater was in the sayd yeres authorized by the said *plaintiff* and others to Collecte and receave the Subsydies and Impost of All manner of Sweete Wynes that should be brought into the Porte aforesaid or any of the Creekes or Members thereof And he further deposeth and saieth thatt he was likewise entreated by the said *plaintiff* John Whitson to gett and procure Certificates of and from any person or persons thereby to knowe whatt Sweete wyne they or any of them did att any tyme or tymes buy or cause to be boughte in any place or Porte *within* his *Majestes* Realme of England (the severall Portes and places mencioned in the Second Interrogatory excepted) And that the Inquisition thereof hee fownd that John Gibins of the Towne of Tawnton in the County of Somerset vyntner deceased did buy in the yere of our Lord God one thowsand Sixe Hundred and ffourteene att the cyttie of Exonia of Thomas Amey marchant One Pipe of Canara wyne And alsoe that he bought in the said yere of Grace Mawry Wydowe one other Pipe of Canara wyne And furthermore he fownd that in the yere of our lord God One Thowsand Sixe Hundred and ffifteene the said John Gibbins did buy att Exonia aforesaid of William Launt merchant twoe Buttes of Seck and of Gilberte Sweete of Exonia aforesayd marchant twoe Buttes of Seck and one Pipe of Taynte All *which* wyne the said John Gibbins caused to be brought from Exonia aforesaid unto the Towne of Taunton and here did utter and sell the said wyne As by twoe severall certificates under the hand and Seale of the said Gibbins appeareth whereunto this deponent did subscribe his name as a wytness and referreth himself to the said Certificates/. Moreover he deposeth and saieth Thatt John Nighte of Taunton aforesaid vyntner deceased did buy in the yere of our Lord God one Thowsand sixe hundred and Sixteene at Exonia aforesayd of Thomas Mockredg merchant Twelve Buttes of Seck And he furthermore fownd that in the yere of our lord God One Thousand Sixe hundred and Seaventeene the sayd John Knight did likewise at Exonia aforesaid of Gilberte Sweete merchant one Pipe of Maliga wyne one Butt of Seck and one Hoggesheade of Taynte And that in the sayd yere the same John Nighte did alsoe buy of Dorothie Mogridge of Exonia aforesaid wydowe Eleaven Buttes of Secke of Dorothie Mogridge of Exonia aforesaid ffower Buttes of Seck And of William Launte of Exonia aforesayde Twoe Buttes of Seck All *which* wyne the said John Knight caused to be brought from Exonia aforesayd to the Towne of Taunton and here did - utter and sell the sayd wyne As by twoe severall Certificates under the hande and Seale of the

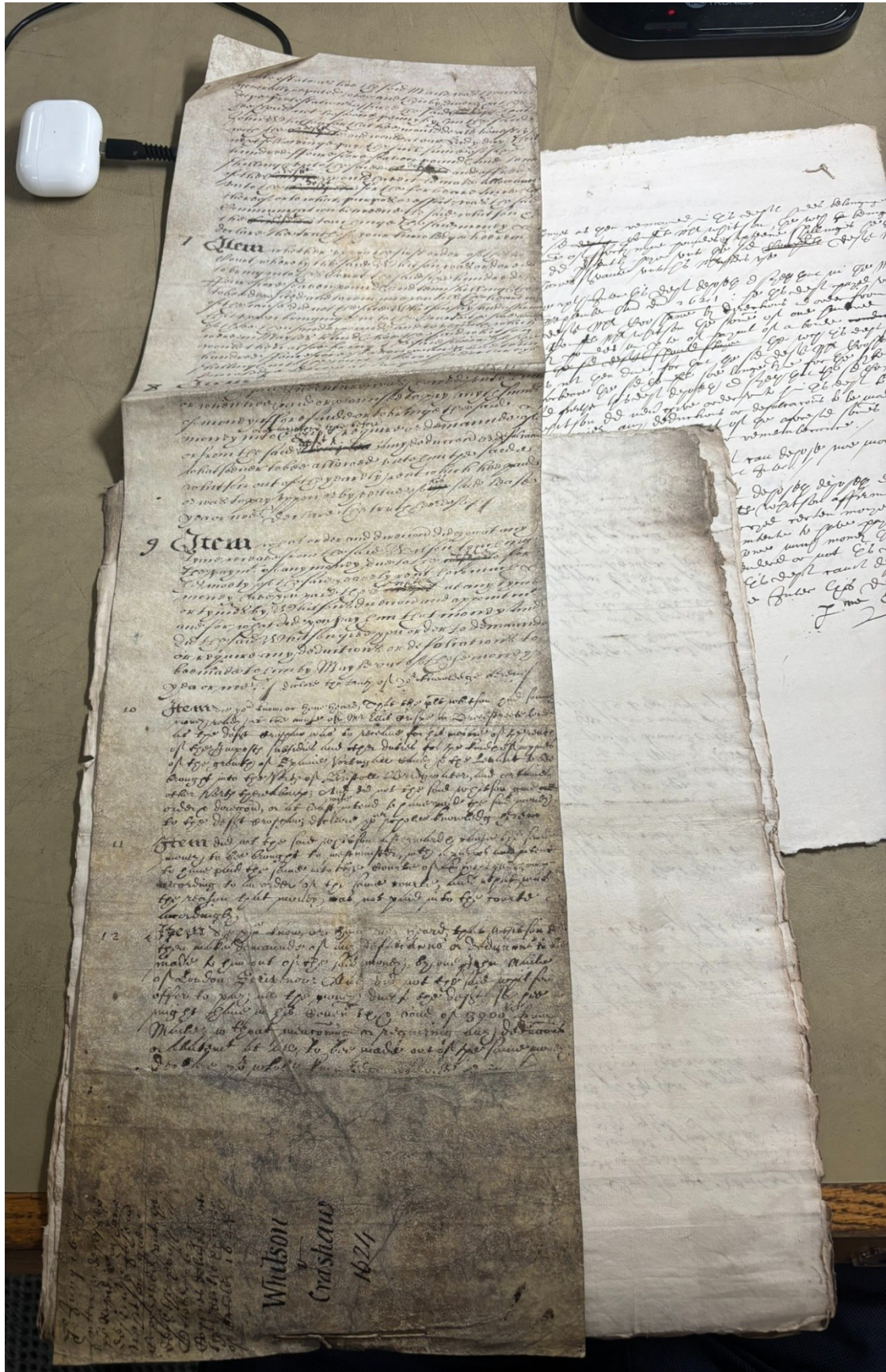
sayd Knight appeareth whereunto this deponent subscribed as a wytnes and referreth him selfe that Walter Webber of Topsham in the countie of Devon merchant deceased did buy at Exonia aforesayd in the yere of our Lord God One thousand sixe hundred and nyneteene of Nicholas Spicer marchant fflower Buttes of Seck And of Hugh Crocker of Exonia aforesaid fflower Buttes of Seck All *which* wines he caused to be brought from Exonia aforesaid to the Burrough of Bridgwater and there did utter and sell the same As by a certificate under the hand and seale of the said Walter Webber apeareth whereunto this deponent subscribed his name as a wytness and referreth him selfe to the sayd Certificate And further he deposeth nott.

William Lantrow of the Towne of Tawnton in the countie of Somerset Vyntner aged xxxiiij³¹⁷ yeres of thereaboutes being sworne and examined. To the fyrste Interrogatorie deposeth and sayeth that he knoweth the *plaintiff* John Whitson and hath knowne him by the space of one yeare or thereaboutes But knoweth nott the said Richard Croshow the *defendant*.

To the Second he deposeth and saieth thatt in the yere of *our* lord god one Thowsand Sixe Hundred twenty and one and the yere one Thowsand Sixe hundred Twentie and Twoe he did buy at Lyme Regis in the Countie of Dorset of John Thickley Marchant twoe Buttes of Seck Alsoe in the foresaid yeres he did buy at the Cytte of Exonia in the countie of Devon of Gilberte Sweete Hugh Crocker and Humfry Cowson Marchantes eighte Buttes of Seck All *which* wines this deponent caused to be brought from the severall place aforesayde unto the Towne of Taunton And there did utter and sell the said wytnes And further he deposeth nott

William: Hill
Edward Allen

Appendix 4: Nathan Roberts (ed.), TNA, E133/135/14, 'Whitson v Croshawe' (Unpublished transcription, 2026)



Deposicions of witnesses taken before Sir John Denham Knight
one of the Barons of his Majestes honorable Court of Exchequer the
seventh daye of June in the the yeares ~~aforesaid~~ of the Raigne of our
Soveraigne lord James by the grace of god Kinge of Englande
ffrance and Irelande defender of the ffaith et the xxijth
and of his Majestes Raigne of Scotlande his lvijth Anno (g)
domini 1624: To certen Interrogatories to them administred on
the parte and behalf of Richard Croshawe ~~Complainant~~ defendant
Against John Whitson ~~plaintiff~~ and John Mayle ~~defendants~~.

John Robinson of Cittizen and Skinner of London aged xxix³¹⁸
years or thereabouts sworne and examined the daye and yeares
aforesaid by vertue of his oath deposeth as followeth viz.
To the ffirst Interrogatorie this deponent deposeth and sayeth that hee hath knowen
the ~~Complainant~~ defendant Richard Croshawe xvcn yeares or thereabouts and the
~~defendant~~ Complainant viz the defendant John Whitson three yeares or thereabouts and
~~the said other defendant John Mayle hee this deponent hath knowen seven~~
~~yeares or thereabouts~~

³¹⁹To the seconde Interrogatory his deponent deposeth and sayeth that the said ~~Complainant~~ defendant
Richard Croshawe did at twoe severall tymes in this deponentes presence
in the yeare of our lord god 1621: and ~~divers~~ the first tyme at Whitehall and the other tyme
acquaynte and make knowen unto the said ~~defendant~~ Complainant John Whitson that
~~the other defendant~~ John Mayle in this Interrogatorie named had graunted and assigned over under
his the said ~~Complainant~~ defendant the Moytie³²⁰ or one half hereof the Rentes of the
ffarme and of the Impostes, Subsedyes, and other duties for the kindes of wines
of the growth of Spayne Portingall, Candy and the Levaunte
to be brought unto the Portes of Bristoll, Bridgewater,
Barnestable, Illforde, Combe, Millforde, Cardiffe Gloucester
Newporte, Swansey, Cleaveley, Chepstowe, Tynbigh,
Axwater and Carmarthen which the said ~~defendant~~ John Mayle
helde by lease from Sir John Swinnerton Knight late Alderman
of the City of London for divers yeares then to come, and which
the said defendant John Mayle had demised unto the said Complainant ~~other defendant~~
John Whitson, and unto John Rowborowe and John Whiteheade
in this Interrogatorie named, for all the said Tearmes savingd the last
fower dayes at and under the yearly rente of ffowerteene
hundred poundes per annum payable at the ffeastes of St Michaell
tharchaingell and the Annuntiacion of the blessed virgin Mary
~~by equall por~~ or within twelve dayes next followinge
by even porcions./

To the third Interrogatorie this deponent deposeth and sayeth that at both the
said tymes in the precedent Interrogatorie mencioned, the said Complainant did in this deponentes presence
then shewe unto ~~he~~ the said ~~defendant~~ Complainant John Whitson, an Indenture
under the hande and seale of the said ~~defendant~~ John Mayle whereby
he the said ~~defendant~~ John Mayle did graunte and assigne over

³¹⁸ 'xxixcir' : circa 29.

³¹⁹ 'presenthreafter at the Exchange London' in the margin.

³²⁰ moiety.

the Moytie of the said Rente of ffowerteene hundred poundes per annum unto him the said ~~Complainant~~ defendant Richard Croshawe, and that the said ~~defendant~~ Complainant John Whitson after that he had reade and perused the same Indenture both within and without saye and affirme that he did soe and did verely believe that the Moyty of the said yearly Rente of ffowerteene hundred poundes did belonge unto him the said ~~Complainant~~ defendant Richard Croshawe

To the ffowerth Interrogatorie this deponent deposeth and sayeth ~~that thereupon~~ ³²¹ in the sayed yeare of our lord god that uppon or about the viijth³²¹ daye of Septempter Anno domini: 1621: he this deponent did for and on the behalfe of the said ~~Complainant~~ defendant and to his use and by his appoyntement receive of the said ~~defendant~~ Complainant John Whitson or of some others by his directions and appoyntment the somme of one hundred and thirty poundes and uppon or about the third of december followinge the somme of one hundred poundes, and uppon or about the viijth daye of December followinge ~~the somme of xxxijli xs~~ the said ~~defendant~~ Mr Whitson himselfe did paye unto this deponent at the said ~~Complainantes~~ house the somme of xxxijli xs, beinge in the whole the somme of Twoe hundred threescore and twoe poundes, and tenn shillings, due unto the said ~~Complainant~~ defendant for his parte of the Moytie of the aforesaid yearly Rente at the ffeast of St Michael tharchangell in the said yeare of our lord god 1621 And the reason that moved the said ~~defendant~~ Complainant Whitson to paye the aforesaid somme of CCLxijli xs unto the said Complainant defendant aforesaid was as this deponent conceiveth and verely thinketh for that he the said ~~defendant~~ plaintiff Whitson uppon the ~~parte~~ sight and perusall of the aforesaid Indenture under the hande and seale of the said ~~defendant~~ Mayle, shewed unto him by the said Complainant as aforesaid, did playnely soe and perceive that the aforesaid somme of Money was due unto the him the said ~~Complainant~~ defendant.

To the ffyfth Interrogatorie this deponent deposeth and sayeth that the said ~~defendant~~ Complainant John Whitson Anno Domini 1622: did sende upp to London or give directions vnto onle Mr Ellis Crispe dwellinge in Bread streete London to paye unto the said ~~Complainant~~ defendant Mr Croshawe, the somme of twoe hundred threescore and twoe poundes tenn shillings more for one other halfe yeares Rente due for the said ~~Complainant~~ defendant parte of the moytye of the said yearly Rent at the ffeast of the Anuntiacion of the blessed virgin Mary in the same yeare of our lord god 1622: And that he this deponent beinge sente by the said ~~Complainant~~ defendant unto to said Mr Crispe not long after ~~for the said moneyes a good while after~~ the said Mr Crispe answered and sayed unto this deponent that hee was very sorry that hee the said ~~Complainant~~ defendant did not sende for yt ~~sooner~~ sooner, for that hee the said Mr Crispe had disbursed the greater parte thereof, And that thee said Mr Crispe did thereupon shewe unto this deponent a letter unto him ~~wrytten~~ the said Mr Crispe wrytten by the said ~~defendant~~ Complainant Mr Whitson, whereby he the said ~~Mr defendant~~ Complainant Whitson did desire the said Mr Crispe that yf he had not allready payed the said ~~Complainant~~ unto the said ~~Complainant~~ defendant the said last mencioned somme of CCLxijli xs, that then he the said Mr Crispe would payee the same unto others in the said letter mencioned, and that hee the said ~~defendant~~ Complainant Whitson would shortly after make uppe the said sommes agayne, or to that effecte And further this deponent deposeth and sayeth that the said Mr Crispe did then after by paye unto the said ~~Complainant~~ this deponent to the use of the said ~~Complainant~~ this deponent of the said ~~defendant~~ the residue of thee said Money then remayninge in his handes undisbursed beinge as hee the said Mr Crispe alledged the somme of ffortye nyne poundes and sixteene shillings ~~or thereabouts~~ and that the said Mr Crispe did ~~paye~~ then paye unto him this deponent to and for the use of the said ~~Complainant~~ defendant the said Remaynder

beinge at this deponent taketh yt the somme fforty nyne poundes
and sixteene shillinges or thereabouts, for the receipte whereof hee
this deponent did then give a Note unto the said Mr Crispe for his dischargd a Note
in wrytine under this deponetes owne hande./

To the vijth³²² Interrogatorie this deponent deposeth and sayeth that the said ~~defendant~~ Complainant
John Whitson in or about the Moneth of ffebruary Anno domini 1621
1622: did bringe home to the said ~~Complainantes~~ ~~defendants~~ dwellinge house in London, the
somme of ffiftye poundes and fower shillinges to make the aforesaid
fforty nyne poundes sixteene shillinges payed bye by the said Mr
Crispe as aforesaid one hundred poundes/. And that the said Complainant defendant did
thereuppon urge the said Complainantes ~~defendant~~ Whitson Mr Crispe ~~defendant~~ Complainant for payment of the residue
of the said Money and Arrerages due unto him the said Complainant defendant for his parte
of and for the said Moyetye of the said yearly Rente amountiye then to
the sommes of Six hundred ffowerscore seven poundes and tenn shillinges.
And this deponent further deposeth and sayeth not longe after the said ~~Complainante~~ defendant
and the said ~~Mr defendant~~ Complainant Whittson meitinge togeather in Westminster hall
and havinge Conference togeather about the aforesaid busines, the said
~~Complainantes~~ defendant did then saye unto the said ~~defendant~~ Complainantes Mr Whitson in this deponetes presence
and hear give that yf hee ~~did get~~ the said ~~defendant~~ Complainantes Whitson did not paye unto
him the said Complainant defendant the aforesaid Money, hee the said Complainant defendant would
take forth an Attachment out of this honorable Court against him
the said complainant John Whittson for the same Money whereuppon the said
~~defendant~~ Complainantes John Whittson for the same Money whereupon the said
~~defendant~~ Complainantes John Whitson did then intreate and desire the said Complainant defendant
to forbear the takinge forth so of the said Attachment for that
~~that~~ the same would be both a Chardge and trouble unto him him the
said ~~defendant~~ Whitson Complainantes, sayeing that further that our Lady daye was
then at hande at which tyme his the said ~~defendant~~ Complainantes Whitsones lease did
determine which the which hee helde from the said ~~defendant~~ Complainant Mayle
and that then he the said ~~defendant~~ Whitson Complainant should have his wrytynes
and bonde whereby he was to paye the Money unto Mr thee
said ~~defendant~~ Mayle whom the said ~~defendant~~ Whitson Complainant did then
Learne to bee a very dangerouse man to deale with all beigne in
that weake Estate as hee the said ~~defendant~~ Mayle was then
generally reputed to be. And further this deponent deposeth and sayeth
that the said ~~defendant~~ complainant Whitson did then by divers oathes and deepe
Protestacions assure the said defendant that he should not loose
one penney by him the said ~~defendant~~ Whitson Complainant for that he would
deale honestly with the said Complainant defendant and would at our lady
daye next followinge paye him full somme of Sixe
hundred fower score and seven poundes and tenn shillinges unto
him the said Complainant defendant, and further offered unto him the said Complainant defendant,
Interest use for the forbearance thereof, yf he the said Complainant defendant
would accept thereof, or wordes to the like effecte./

To the vijth³²³ Interrogatorie this deponent deposeth and sayeth that uppon the
first Order of this honorable Court whereby the said ~~defendant~~ Complainant Whitson
was ordered of to bringe into this Court the said Sixe hundred
ffowerscore and and seven poundes and tenn shillinges there to be
~~both in this honorable Court and elsewhere at divers tymes in this deponetes hearinge~~
deposited and remayne untill this hearinge of the said Cause
the said ~~defendant~~ Whitson Complainant did affirme and saye both in this honorable Court and elsewhere at divers tymes in this
deponetes hearinge that uppon
bringinge in to this honorable Court the said bonde of three thousande

³²² 6th.

³²³ 7th.

poundes and the Covenantes *which* were in the handes of the said ~~defendant~~ Mayle, he the said ~~defendant~~ Whitson hee Complainantes would then allsoe bringe in the said some of Sixe hundred fowerscore and seven poundes and tenn shillings in to this honorable Court.

To the vijth Interrogatorie this deponent deposeth and sayeth that the said Complainant ~~defendant~~ Whitson did not at anyie of tyme of the aforesaid tymes in the Interrogatorie mencioned viz whenever the said Indenture was shewed unto him or when he payed or promised to paye anye of the sommes of Money aforesaid or or³²⁴ to bringe the said Money into Court or at any other tymes before (to this deponentes knowledge or that hee ever heard of) Requier or demaunde of or from the said ~~Complainant~~ defendant for the said ~~defendant~~ Mayle or anye other any deduction or defalcation whatsoever to be allowed vnto himselfe the said ~~defendant~~ Complainant Whitson, out of the yearly Rente *which* hee payed or was to paye uppon or by vertue of his said lease./

To the rest of the Interrogatories this deponent is not required to be examined./
Examinatur arra in John: Robinson:

Ellis Crispe of the parishe of St Etheldred in Mildreade in Bread Streete London Salter aged three score and three yeares or thereabouts sworne and examined the xjth daye of June in June in the yeares aforesaid being by deirections examined only to the ffirst: 5 : 9 : 10 : 11 : Interrogatorie by virtue of his oath deposeth as following viz./

To the ffirst Interrogatorie this deponent deposeth and sayeth that hee hath knowen the Complainant John Whitson forty yeares of thereabouts and the defendant Richard Croshawe twenty yeares of thereabouts

To the ffyfth Interrogatorie this deponent deposeth and sayeth that in the monethes of Marche, Aprill, and Maye, Anno domini 1622 hee this deponent did receive for and of severall persons in London to and for the use of the said Complainantes Mr Whitson the somme of ffower hundred nynety eight poundes and thirteene shillings and in the same Monethes there was payed out by this deponent unto severall persons viz unto Mr the somme of Twoe hundred seventy sixe poundes and three shillings, and so there remaynedinge in this deponentes handes the somme of Twoe hundred twenty two poundes tenn shillings, the which money he this deponent the which Remynder the said Complainant willed this one one of this deponentes Servantes to acquainte this deponent that hee the said Complainant would desire him this deponent to paye with fforty poundes more the which the said Complainant willed this deponent to this deponent should lay out for the said Complainant unto one Mr John Mayle of London Scrivener yf the said defendant and the said Mayle do agree and soe as the said John Mayle would seale a Release the which the said Complainant have formerly lefte ready drawn with this deponent, and yf the said Mayle should refuse the to seale the same Release, then this deponent should payee the said Money in remaynder in this deponentes handes as aforesaid vnto other persons accordinge as hee this deponent should receive directiones order from the said Complainant the which hee this deponent whereuppon he this deponent would unto the said Mr Mayle

³²⁴ Repeat.

accordingly, and ~~accord~~ acquaynte him with the same, but hee the said Mayle refusing ~~the~~ to seale the same Release this deponent kepte the said Money remayninge in his handes to be disposed as hee should have further order from the said Complainant Whitson, And then in June and August followinge this deponent payed forth of the same moneyes soe remayninge in his handes as aforesaid ~~the somme of~~ unto severall other personnes accordinge unto the directions of the said Complainant, the somme of one hundred eighty twoe poundes and fowerteene shillings, And further this deponent deposeth and sayeth that in September followinge Sir Ly Lyonell Cranfield Knight late lord Treasurer of Englande sente for this deponent unto ~~Ch~~ his howse at Chelsey and there desyred this deponent to paye unto the said defendant Mr Croshawe, all³²⁵ such monyes as then remained in this deponentes handes belonginge unto the said ~~defendant~~ Complainant Mr Whitson, the which ~~th~~ beinge the somme of fforty nyne poundes and sixteene shillings hee this deponent did presently paye unto the said ~~Complainantes~~ defendant Mr Croshawes servante unto his Masters use

To the ixth Interrogatorie this deponent deposeth and sayeth that in the Moneth of September Anno domini 1621: he this deponent payed unto the said defendant Mr Croshawe by directiones and order from the said Complainantes Mr Whitson the somme of one hundred and thirty poundes in parte of payment of a bonde ~~condicionally~~ ~~that the said defendant should stave the~~ which this deponent supposeth was not then due, for that the said defendant Mr Croshawe was to forbear the said Complainant soe longe tyme for the like somme And further this deponent deposeth and sayeth that the said Complainant Mr Whitson did never give order unto him this deponent to demaunde or requier any deductions or defalcacions to be made unto him by the said Mr Mayle out of the aforesaid sommes of Money (to this deponentes knowledge or remembrance./

To the xth Interrogatorie this deponent can deposeth noe more than he hath befor deposited to the precedent Interrogatorie./

To the xith Interrogatorie this deponent deposeth deposeth³²⁶ noe more then he hath heard the said Complainant Whitson affirme and saye that he ~~hath heard the~~ caryied certen monyies unto ~~Westminster~~ Westminster with ~~unto~~ intente to have payed the same into this honorable court, but howe much money the same was, or whether the same were dealevered or not this deponent knoweth not and more to this Interrogatorie this deponent canot depose

To the rest of the Interrogatories this deponent ~~can~~ is not ~~req~~ required to bee examined.

Examinatur coram me³²⁷

p me Ellis Crispe

John: Denham

Grifith Wynn: Servante unto Ellis Crispe of Cittizen
and Saulter of London aged thirty yeares or thereabouts sworne
and examined the xjth daye of June in the yeares aforesaid beinge

³²⁵ Latin insert at very bottom of the page on the manuscript: 'to be questioned further Ellis Crispe'.

³²⁶ Repeat word.

³²⁷ Examined by me.

by directions examined only to the first xth, xjth and xijth Interrogatories by vertue of his oath deposeth as followeth viz.

To the first Interrogatorie this deponent deposeth and sayeth that he hath knowen the Complainant John Whitson tenn yeares or thereabouts and the defendant Richard Croshawe now twoe or thereabouts

To the xth Interrogatorie this deponent deposeth and sayeth that the said Complainant Mr Whitson hath had at divers tymes severall somes of money, sometymes the sommes of C*CLi* and sometymes more *and* sometymes lesse, remayninge in the hands and at the house of the said Mr Ellis Crispe in Bred streete London, and to the rest of this Interrogatorie this deponent cant depose./

To the xjth Interrogatorie this deponent deposeth and sayeth that the said Complainant Mr Whitson hath taken from the said Mr Crispe his house at twoe severall tymes, twoe severall sommes of Money but the certenty of aeyther³²⁸ of the said sommes this deponent doth not nowe remember, the one of the said sommes of money ~~he this deponent was to carry to~~ the said Complainant was to Convey to Westminster and the other to Chelsey as this deponent hath credibly heard, but the said Complainant Whitson did bringe both of the said sommes of Money backe agayne unto the said Mr Crispe his howse towardes the morninge of the said dayes that hee toke the same awaye from the said Mr Crispe his howse aforesaid, And to the rest of this Interrogatorie this deponent cant depose./

To the xijth Interrogatorie this deponent deposeth and sayeth that never heard that the said Complainant Mr Whitson did ever ~~make~~ demaunde any defalcacions or deductions to be made to him out of the said money by John Mayle in this Interrogatorie named of London Scrivener in this Interrogatorie named, And this deponent further deposeth and sayeth that the said Complainant Mr Whitson and the said Mr Crispe this deponentes sayed Master haveinge at severall tymes had Conference togeather, he this deponent hath heard the said Complainant Mr Whitson saye unto the sayed Mr Crispe that he was willing ~~or in~~ and ready to paye all the monyes due unto the said defendant Mr Croshawe, soe that hee might have in his Covenantes and bondes from the said Mr Mayle, or wordes to that or the like effecte, And more to this Interrogatorie this deponent canot depose./

Examinat coram me./

John: Denham

Griffithwynn

John Plumsted of Steeple Barton in the County of ~~Oxford~~ Oxonia gentleman aged 45: yeares or thereabouts sworne and examined the xth day of June in the yeares aforesaid being by directions examined only to the ffirst: seventh and Eighth Interrogatories by vertue of his oath deposeth as followeth viz./

To the ffirst Interrogatorie this deponent deposeth and sayeth that he hath knowen the Complainant John Whitson one yeare of thereabouts and the defendant Richard Croshawe twelve yeares of thereabouts

To the seventh Interrogatorie this deponent deposeth and sayeth that he hath heard soundes of the said Complainant Whitsones ~~ffrende and acquaintance~~ Acquaintaince affirme and saye that uppon bringine into this Court the bondes of three thowsande poundes and Covenantes in this Interrogatorie mencioned which were in the handes of one John Mayle in this Interrogatorie named, hee the said Complainant would then allsoe

³²⁸ 'aeyther': either.

bringe in the somme of sixe hundred ffowerscore seven poundes
and tenn shillinges ~~into this Court~~ or in this Interrogatorie allsoe
mencioned into this honorable Court, or wordes to that or the like
effecte, and more to this Interrogatorie this deponent cant depose./

To the viijth Interrogatorie this deponent deposeth and sayeth that he never heard
the said Complainant demaunde or require of the said defendant any
deduction or defalcation whatsoever to be allowed unto him the said
Complainant out of the yearly Rent which he payed or was to paye
uppon or by vertue of his lease untill nowe of late tyme

To the rest of the Interrogatories this deponent is not required to
bee examined

Examinatur cora me./

Jo: Denham

John Plumsted

Interrogatories to bee ministred and
witnesses to bee produced on the part and behalf
of Richard Croshawe *defendant* against John
Whitson *plaintiff* [and John Mayle *plaintiff*]/

1. Inprimis whether doe you knowe the *complainant* and the
defendants yes or noe and how long have you knowne them or
either of them./

2. Item did not the said Richard Croshawe acquaintance
and make knowne unto the said *complainant* John Whitson that John Mayle
of London Scrivener had graunted and assigned over
unto the *defendant* the moety³²⁹ for one half of the rentes of the ffarme
of the impostes subsidies and other duties for the kindes of wyne of
the growth of Spaine Portingall³³⁰ Candy³³¹ and the Levant to bee
brought into the portes of Bristol Bridgewater Barnstable
Ilford Combe Milfford Cardiffe Gloucester Newport Swansey
Cleveley Chepstowe Tynbigh Axwater and Caremarthen
which the saide John Mayle held by Lease from Sir John Swynarton
Knight late Alderman of the citty of London for divers yeares then to
come, and which the said John Mayle had demised to the *plaintiff* John
Whitson and to John Rowborow and John Whitehead³³² for all the said
tearme savinge the last foure daies at and under the yearelie rent of
ffourteene hundred poundes by yeare payable at Michaelmas and at
the anuntiacion of our Lady or within twelve dayes next following
by even portions./

3. Item did not the said *defendant* shew unto the said John Whitson an
Indenture under the hand and Seale of the said John Mayle whereby
hee the said John Mayle did graunt and assigne over the moety
of the said rent of ffourteene hundred poundes *per annum* unto the
~~Complainant~~ *defendant* when and in whose presence was the same soe shewed
unto the said John Whitson by the ~~Complainantes~~ *defendant*. did the said John Whitson
ceade or cause the same Indenture to bee read unto him, and did
not the said John Whitson after hee had read and perused the same
saie and affirme That hee did see and verely believe that the
moety of the said yearely rent of ffourteene hundred poundes did
belonge unto the *defendant* or to that or the like effect declare
the truth hereof, And how you know the same to be true.

4. Item did not the said John Whitson thereuppon in the yeare of our
Lord God 1621: or some other person or persons by his direccion
and appointment pay unto the said ~~Complainant~~ *defendant* or to his use the some of
two hundred three score twoe poundes and tenn shillings due unto the
said ~~Complainantes~~ *defendant* for his parte of the moety of the siad yearely rent
at the ffeast of St Michael Tharchangell in the same yeare
of our Lord God 1621 and what moved or induced the ~~defendant~~ *complainant* Whitson
to pay the said money to the ~~Complainant~~ *defendant* declare the truth hereof./

5. Item did not the said John Whitson in the yeare of our Lord
God 1622 send upp or give direccion unto one Mr Ellis Crispe dwelling
in Bread streete London to pay unto the ~~Complainant~~ *defendant* the summe of two hundred
threescore twoe poundes and tenn shillings more or one other half yeares rent

³²⁹ 'moety': moiety.

³³⁰ 'Portingall': Portugal.

³³¹ Crete.

³³² Scribal error: 'Thomas' Whitehead.

due for the said ~~Complainante~~ *defendantes* parte of the moety of the said yearly rent at the ffeast of thannunciacion of our Lady the virgin Mary in the same yeare of our Lord 1622 and did not the said Mr Ellis Crispe being sent unto by the ~~Complainante~~ said *defendant* for the said money a good while after answeare and saye that hee was very sorrye that the ~~Complainante~~ *defendant* did not send for it sooner for that hee had disbursed the greatest part thereof and did not the saide Mr Crispe then offer to paie unto the ~~Complainant~~ *defendant* or to his use the residue of the said money then remayneinge in his handes undisbursed being as hee alleadged fforty nine poundes and sixteene shillings, and did the said Mr Crispe then pay the the some accordingly declare the faith heereof and how you know the same to bee true./

6 Item did not the said John Whitson in or aboute the moneth of ffebruary 1622 bringe home to the said ~~Complainantes~~ *defendantes* dwelling house in London the summe of fiftie poundes foure shillings to make the afforesaid ffortye nyne poundes sixteene shillings paid by Mr Crispe one hundred poundes did not the said ~~Complainante~~ *defendant* urge the saide John Whitson for payment of the residue of the money and arrearages due to him the said ~~Complainante~~ *defendant* for his parte of and for the said moety of the said yearelie rent amountinge then to the summe of sixe hundred ffourescore seaven poundes and tenn shillings sayinge unto Mr Whitson that if hee did not pay unto him the said ~~Complainante~~ *defendant* the said money hee the said ~~Complainante~~ *defendant* would take forth an attachment out of this honorable court against him the said John Whitson for the same money and did not the said John Whitson then intreate and desire the ~~Complainante~~ *defendant* to forbear the doeing of that for that it would bee a charge and trouble unto him the said John Whitson, and did not the saide John Whitson then saye and affirme that our Ladye day was then at hande at which tyme his lease did end which hee held from Mr Mayle and that then he should have his writings and bonde whereby hee was tied to pay the money to Mr Mayle whom hee termed a dangerous man to deale with allbeinge in that weake estate as hee the said Mayle was then generally reputed to bee and then by divers oathes and deepe protestations assured the said ~~Complainant~~ *defendant* that hee should not loose one penny by him the said John Whitson for that hee would deale honestly with the ~~Complainant~~ *defendant* and would at our Lady day then followinge pay the full summe of Sixe hundred ffouerscore seaven poundes and tenn shillings unto the saide ~~Complainant~~ *defendant* and offred unto the ~~Complainante~~ *defendant* for the forbearance thereof or to what purpose or effect was the said Communication betweene the said Whitson and the ~~Complainante~~ *defendant* touchinge the said money declare the truth of your knowledge heerein.

7 Item whether uppon the first order of this honorable Court whereby the said Whitson was ordered to bringe into this Court the said sixe hundred ffouerscore seven poundes and tenn shillings there to bee deposited and to remaine untill the heareing

of the cause did not the said Whitson say and affirme that uppon bringinge in to the Courte the said bondes of three thousande poundes and covenantes which were in Mayles handes hee the said Whitson would then alsoe bring the said summe of sixe hundred ffourescore seaven poundes and tenn shillings into the court likewise declare your knowledge heerein at large/.

8 Item doe you know or have even heard that the said Whitson at any of the afforesaide tymes vizt when this said Indenture was shewed unto him or when hee paid or premised to pay any the summes of money afforesaide or to bringe the said money into Courte or at any other tyme before require or demaunde of or from the said ~~defendant~~ ~~Complainante~~ any deduccion or defalcacion whatsoever to bee allowed unto him the saide Whitson out of the yearely rent which hee paid or was to pay uppon or by vertue of his said lease yea or noe. Declare the truth hereof./.

9 Item what order and direccion did you at any tyme receave from the said Whitson touching the payment of any money due to the ~~complainante~~ ~~defendant~~ for his moety of the said yearely rent how much money have you paid the ~~Complainant~~ ~~defendant~~ at any tyme or tymes by Whitsons direccion and appointment and for what did you pay him that money And did the said Whitson give you order to demaunde or require any deductions or defalcations to bee made to him by Mayle out of the said moneys yea or noe./ declare the truth of your knowledge herein/.

10 Item doe you know, or have heard, That the *plaintiff* Whitson had so much money ready at the house of Mr Ellis Crispe in Breedestreet London as the *defendant* Croshaw who to receave for his moitie of the rentes of the Impostes Subsidies and other duties for the kindes of wyne of the growth of Spaine Portugall Candy and the Levant to bee brought into the Portes of Bristoll Bridgwater, and certaine other Portes thereaboutes; And did not the said Whitson give ~~ord~~ order and direccion, or at least wise pretend to have paid the said money to the *defendant* Croshaw; declare your whole knowledge herein

11 Item did not the said Whitson afterwarde cause the said money to bee brought to Westminster, *with* a paper and patent to have paid the same unto this Courte of Exchequer, and according to an order of the same courte, and what was the reason that money was not paid into this courte accordingly.

12 Item doe you know, or have ever heard, that Whitson did then make demaunde of any defalcations of deduccions to bee made to him out of the said money, by one John Maile of London scrivener: And did not the said Whitson offer to paye all the money due to the *defendant* for hee might have in his Covenantes and bond of 3000*li* from Maile *without* mencioning or requiring any deduccions or abatement at all to bee made out of the same money

declare *your* whole knowledge [and truth herein]³³³

7: June 1624

Interrogatories and deposeth

plaintiff Richardi Crashawe

defendant *ufs* Johannis

Whitson qud

Coppues due unto the

defendant the xvijth³³⁴ of

October 1624

Coppyes delivered into

the *plaintiff* the xxvijth³³⁵

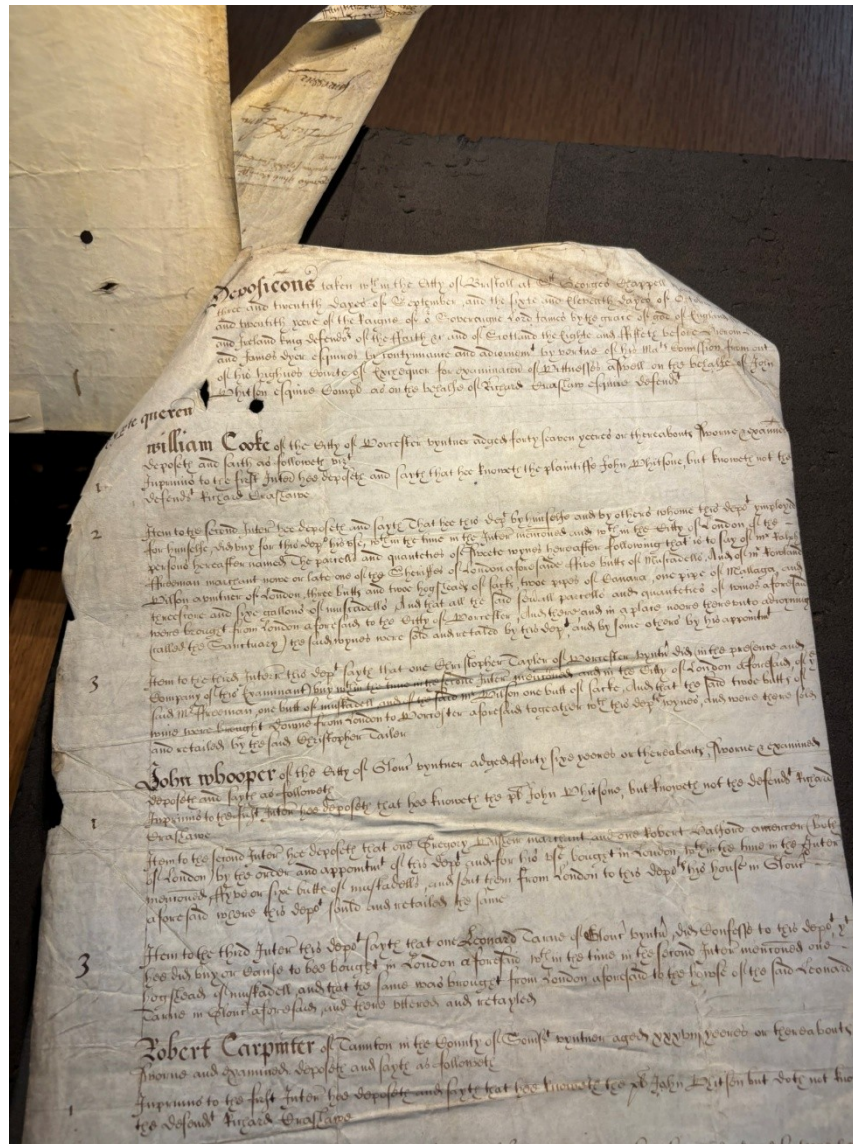
of October 1624

³³³ Likely words – manuscript text smudged.

³³⁴ 18th.

³³⁵ 28th.

Appendix 5: Nathan Roberts (ed.), TNA, E134/22jas1/Mich31, 'Whitson v Croshow' (Unpublished transcription, 2026)



Interrogatories to be ministred³³⁶ to certaine witnesses sworne and examined on the behalf of John Whitson plaintiff against Richard Crashawe defendant in a cause depending in sute between the said parties in his Majestis Honorable Courte of Exchequer -.

1. **Inprimis** doe you know the parties *plaintiff* and *defendant* or either of them, and how longe have you soe knowne them or either of them.
2. **Item.** how many Buttes³³⁷ Pipes³³⁸ hogsheades³³⁹ or barelles³⁴⁰ of Sweet Wynes. Commonly called Secks³⁴¹ Maligas³⁴² Canaries³⁴³ Muscadell³⁴⁴ Taynte³⁴⁵ Cute³⁴⁶ Bastardes³⁴⁷ or wynes of Candia have you or any by your appoyntment bought for you in any Cittie Towne Porte or place within his Majestis realme of England (the Cittie and Porte of Bristoll and all other the Porte and Crecks within the river of Seaverne excepted) at any time or times between the ffive and Twentieth day of March in the yeare of our Lord God one Thousand Six hundred and Eleven and the ffive and Twentieth day of March one Thousand Six hundred Twentie and three; and where and when did you or any for you buy the said wynes and where did you or any for you sell and utter the said Wynes; declare your whole knowledg herein:
3. **Item** how many Buttes Pipes Hogsheades or barells of the kinde of wynes mencioned in the second Interogatorie doe you know or have Credably heard say that any other person or persons have bought betweene the tymes and dayes in the said Interogatory Mencioned and where, and whom, did they or any of them soe buy them and where did they or any of them utter³⁴⁸ and sell the said wynes; declare your whole knowledg³⁴⁹ herein and how you doe know or beleeve the same to be true.-.

Hierom Ham

³³⁶ ministred.

³³⁷ butts. 'A large cask used to store liquids, typically varying in capacity from 108 to 140 gallons (OED).

³³⁸ Also 'a large cask for storing wine or cider' (OED). Used interchangeably with 'butt'.

³³⁹ hogshead. 'A large cask for storing liquids' (OED) or a quarter of tonne.

³⁴⁰ 'barelle': barrel. A standard wine barrel holds around 225 litres though there is no fixed size.

³⁴¹ 'Secks': the general name for a class of white wines formerly imported from Spain and the Canaries (OED)

³⁴² 'Malligas': A wine originally shipped from Malaga (OED).

³⁴³ 'Canaria/Canara': A wine produced in the Canary Islands.

³⁴⁴ 'Muscadell/Muskadell': Any of various sweet wines made from muscat or similar grapes (OED).

³⁴⁵ 'Taynte': wine produced from the Tannat grape, often produced in France at this time.

³⁴⁶ 'Cute': New wine boiled down to a certain thickness and sweetened (OED).

³⁴⁷ 'Bastarde': Bastard. 'A sweet Spanish wine, resembling muscatel in flavour' (OED).

³⁴⁸ 'utter': to sell/offer goods to the market (OED).

³⁴⁹ Word split across the line.

Jamesdyer

Depositions taken within the City of Bristol at St Georges Chappell there, the third and

three and twentieth dayes of September, and the Sixte and Eleventh dayes of October in the twoe and twentieth yeere of the Raigne of *our* Sovereigne Lord James by the grace of England Ffrance and Ireland King defendor of the ffaith &r and of Scotland the Eighte and fifteth before Hierom Ham and James Dyer esquires by contynuanee and adjournement by vertue of his *Majestes* Comission from out of his highnes Courte of Exchequer for examinacion of Witnesses aswell on the behalfe of John ³⁵⁰Whitson esquire *Complainant* and on the behalfe of Richard Crashaw esquire defendant

Ex parte querentis

1. ³⁵⁰**William Cooke** of the Citty of Worcester vyntner adged forty seaven yeeres or thereabouts sworne and examined deposeth and saith as followeth vizt³⁵¹
Inprimis³⁵² the first *Interrogatorie* hee deposeth and sayth that hee knoweth the plaintiffe John Whitsone, but knoweth not the defendant Richard Crashawe
 - 2 Item to the second *Interrogatorie* hee deposeth and sayth That hee this *deponent* by himselfe and by others whome this *deponent* ymployed for himselfe, did buy for this *deponent* his use, *within* the time in the *Interrogatorie* mencioned and *within* the Citty of London of the – persons hereafter named The parcells and quanteties of sweete wyne hereafter following that is to say of mr Ralph ffreeman marchant nowe or late one of the Sheriffes of London aforesaide ffive buttes of Muscadells, And of Mr Rowland Wilson a vintner of London, three buttes and twoe hogsheades of sackes, twoe pipes of Canara, one pipe of Mallaga, and threescore and five gallons³⁵³ of muscadells, And that all the said severall parcells and quanteties of wines aforesaid were brought from London aforesaid to the Citty of Worcester, And there, and in a place neere there unto adjoyning (called the Sanctuary) the said wyne were sold and retailed by this *deponent* and by some others by his appointment
 - 3 Item to the third *Interrogatorie* this *deponent* sayth that one Christopher Tayler of Worcester Vyntner did (in the presence and Company of this Examinant buy *within* the time in the second *Interrogatorie* mencioned and in the Citty of London aforesaid, of *your* said Mr ffreeman, one butt of muskadell, and of the said Mr Wilson one butt of sacke, And that the said twoe buttes of wine were brought downe from London to Worcester aforesaid togeather *with* this *deponentes* wyne, and were there sold and retailed by the said Christopher Tailer.
- John Whooper** of the citty of Gloucester vyntner adged ffifty five yeeres or thereabouts, sworne and examined deposeth and sayth as followeth
- 1 Inprimis to the first *Interrogatorie* hee deposeth that hee knoweth the *plaintiff* John Whitsone, but knoweth not the defendant Richard Crashawe

³⁵⁰ 'Ex parte querentis': On the part of the complainant.

³⁵¹ 'vizt': that is to say.

³⁵² 'Inprimis': in the first place (OED).

³⁵³ 65 gallons.

Item to the second *Interogatorie* hee deposeth that one Gregory Wilsher marchant, and one Robert Halford amerцер (both of London) by the order and appointment of this deponent and for his use, bought in London *within* the time in the *Interogatorie* mencioned, ffyve or sixe buttes of muskadells, and sent them from London to this deponentes his house in Gloucester aforesaid where this deponent sould and retailed the same.

- 3 Item to the third *Interogatorie* this deponent sayth that one Leonard Tarne of Gloucester vyntner, did Confesse to this deponent, yt³⁵⁴ hee did buy or Cause to bee bought in London aforesaid *within* the time in the second *Interogatorie* mencioned one hogshead of muskadell, and that the same was brought from London aforesaid to the howse of the said Leonard Tarne in Gloucester aforesaid, and there uttered and retayled.

Robert Carpinter of Taunton in the County of Somerset vyntner aged xxxviii³⁵⁵ yeeres or thereabouts sworne and examined deposeth and sayth as followeth

- 1 Inprimis to the the first *Interogatorie* hee deposeth and sayth that hee knoweth the *plaintiff* John Whiston but doth not knowe the defendant Richard Crashawe
- 2 To the second *Interogatorie* this deponent sayth that in ye yeere of *our* Lord god one thowsand sixe hundred and sixteene, hee did buy of Gilbert Sweete of Exceter marchant eight buttes of seck, and of John Newall of Lyme Regis in the County of Dorset marchant twoe buttes of secke, and likewise bought of the aforesaid Gilbert Sweete in the yeere aforesaide one pipe of bastard, and twoe pipes of Canara wyne more hee deposeth and sayth that in the yeere of *our* ord god 1617 hee did buy of the aforesaid Gilbert Sweete ten butte of secke, twoe pipes of Mallaga wyne, and one hogshead of Teynt, Alsoe hee sayth *that* in the yeere of *our* Lord god one thowsand sixe hundred and eigteene he did buy of the aforenamed Gilbert Sweete ten buttes of secke, and one pipe of Mallage wyne, and of Thomas Burrage of Exceter aforesaid merchant fower buttes of secke, alsoe hee sayth that in the yeere of *our* Lord god 1619 hee did buy of thaforenamed Gilbert Sweere eleven buttes of secke, and fower pipes of mallaga wyne, and of one Mr Marten of Exceter aforesaid merchant twoe buttes of secke and of Thomas Burrag aforesaid three buttes of secke, And more hee deposeth and sayth that in the yeere of *our* Lord god one thowsand sixe hundred and twenty hee did buy of John Couz of Exceter aforesaid marchant five buttes of secke, And hee likewise bought of John Rose and John Harvye of Lyme Regis aforesaid three buttes of secke, alsoe hee deposeth and sayth *that* in the yeere of *our* Lord god 1621, hee did buy of the aforesaid Gilbert Sweete seaven buttes and pipes of seck and Mallaga wyne And sayth that aboute the same yeere hee bought of Henry Clarke of Exceter aforesaid twoe buttes of secke, And further

³⁵⁴ 'yt': that.

³⁵⁵ 'xxxviii': 38.

hee deposeth and sayth *that* in the yeere of *our* Lord god one thowsand sixe hundred twentia and twoe he did

Ex parte querentis

³⁵⁶buy of Henry Battishell of Exceter aforesaid merchant fyve buttes of secke, And of the afornamed Gilbert Sweete five buttes of secke, and of Hughe Crocker of Exceter aforesaid marchant one pipe of Mallaga wyne, All *which* wynes were brought from Exeter and Lyme aforesaid at severall times unto the Towne of Taunton, and unto Hill Bishoppes³⁵⁷ neere adjoyning to Taunton aforesaid And there this deponent and his assignes did vent³⁵⁸ sell and utter all the aforesaid wynes

- 3 To the third *Interrogatorie* hee deposeth and sayth that hee hath heard say that some of his naghbors³⁵⁹ have bought divers *parcells* of the kinde of wines in the second *Interrogatorie* menconed at Exceter and Lime aforesaid and Caused the same to bee brought to Taunton aforesaid, but what quantety and how many hee knoweth not

Christopher Tayler of the Citty of Worcester vyntner aged xlvij³⁶⁰ yeeres or thereabouts sworne and examined

1. To the first *Interrogatorie* he deposeth and sayth that hee knoweth the *plaintiff* John Whitson but knoweth not the *defendant* Richard Crashawe
- 2 To the second *Interrogatorie* hee deposeth and sayth that *within* the tyme in the *Interrogatorie* menconed viz betweene the xxvth³⁶¹ of March in the yeere of *our* Lord god one thowsand sixe hundred and eleven, and the xxvth of March 1623 hee this deponent did buy in London of one Mr ffreeman of London marchant one butt of muscadell, and of Mr Rowland Wilson of London merchant and vyntner at severall tymes twoe buttes of muskadell twoe buttes of secke and one pipe of Canara wyne, And that hee did take order *with* one Mr Thomas Wood of London to provide for this deponent in London one butt of muscadell more; whereupon the said Thomas Wood did buy of the said Rowland Wilson one butt of muscadell accordingly for this deponent, and did send the same to this deponent to Worcester, but whether the same butt of muskadell soe provided by the said Thomas Wood, was bought *within* the tyme in the *interrogatorie* mencioned, this deponent doth not precisely remember, but yet doth verilie beleeeve that it was And doth further depose that all the said wynes were brought to the Citty of Worcester and there

³⁵⁶ Beginning of last side of the manuscript.

³⁵⁷ 'Hill Bishoppes': Bishop's Hull, 1.8 miles from the centre of Taunton.

³⁵⁸ 'vent': to sell or dispose of.

³⁵⁹ neighbours.

³⁶⁰ 48.

³⁶¹ 25th.

sold and uttered by this deponent and his servantes or some of them

- 3 To the third *Interrogatorie* hee deposeth that one William Cooke of the Citty of Worcester vyntner did alsoe buy in London in the presence of this deponent, and *within* the tyme in the *Interrogatorie* mencioned twoe buttes of muscadell, of the said Mr ffreeman, and twoe buttes of seckes and one pipe of Canara wyne of the said Rowland Wilson, And that the said wyne were brought from London to Worcester aforesaid and there sould and retailed by the said William Cooke, And doth further depose that the said Mr ffreeman did declare unto this deponent that hee did sell *within* the tyme in the *Interrogatorie* menconed one butt of muscadell unto one Martin Eling of Bristoll vyntner

Hierom: Ham

James Dier

Londõn}
Bristol}

Jovis decimo die Februarij³⁶²

³⁶³Whereas Richard Croshawe esquier³⁶⁴ *plaintiff*: lately exhibited his english bill into this Courte against John Whitson esquier and John Maile *defendants* Sheweinge thereby that Sir John Swinarton knight late deceased being Farmer to the Kinges Majestie that nowe is of the Impost of sweete wines for all the Portes of England and dominion of Wales together *with* the Creekes and members to the same belonginge and apperteyninge, did demise³⁶⁵ the same for Bristoll Bridgwater Barnstable³⁶⁶ Ilford Combe³⁶⁷ Milford Cardiff and Gloucester and of Newport Swanzev Cleaveley Chepstowe Tynbigh Axwater Carmarthen and other places *within* the Limittes and members of the same Portes to the *defendant* John Maile who granted it to the *defendant* John Whitson and others at the yeerlie rent of fowerteene hundred poundes. And that afterwarde the said John Maile for A somme of money demised the moietie³⁶⁸ thereof to the said *plaintiff* but hee beinge trusted to make the said assignement made onely A covenante³⁶⁹ that hee should receive and paie it to the said *plaintiff* half yeerly or *within* eight daies after hee should receive the same / the rent due to the said Sir John Swinarton and other charges and necessary expences deducted. And the *plaintiff* did thereby further shewe That hee beinge one of his majesties Farmors of the Customes of Currantes had assigned the premisses to the Kinges Majestie and that the said John Maile beinge weake in estate and not to bee trusted *with* the money nor to receive any benefitt thereby Yt was ordered by the Courte that the money should be brought into the Courte as it grewe due but the said John Maile threatninge to sue the other *defendant* John Whitson upon A bonde³⁷⁰ of three thowsand poundes for non paiement thereof to him, the money due and paieable to him the said *plaintiff* from the said John Whitson being sixe hundred fower score seaven poundes tenn shillinges was neither brought into the Courte nor paid to the *plaintiff* albeit the *defendant* John Whitson acknowledged the same to be due and often promised to paie the said somme to the said *plaintiff* soe soone as hee might have in his bonde and covenantes from the said Maile and to bee

³⁶² Thursday 10th February.

³⁶³ London and Bristol written in the border of the text. This is because this is where the action occurred.

³⁶⁴ In this context, 'esquire' represents 'a man belonging to the higher order of English gentry, immediately below a knight' (OED).

³⁶⁵ 'To give, grant, convey, or transfer by will or lease' (OED).

³⁶⁶ Barnstaple.

³⁶⁷ Ilfracombe.

³⁶⁸ 'A half, one of two equal parts' (OED).

³⁶⁹ 'A formal agreement, convention, or promise of legal validity; esp. in English Law, a promise or contract under seal' (OED).

³⁷⁰ In English law, a bond is 'a deed, by which the obligor binds themselves, his or her heires, executors, or assigns to pay a certain sum of money to the oblige, or his or her heirs' (OED).

releived touching the said some of viC iijxx vijli xs³⁷¹ the said *plaintiff*

Adhuc Termino Sanctis Hillarij anno xxijdo Regis Jacobi³⁷²

exhibited his said Bill. Unto *which* bill the said *defendant* appered and answered. And the said *defendant* John Whitson confessed that hee paid the yeerly rent of xiiij*li*³⁷³ to the other *defendant* John Maile for eight yeeres after his graunte made to him but knewe of noe graunte from the said Maile to the *plaintiff* of any parte thereof, but upon the *plaintiffe* protestacion that hee had an assignement³⁷⁴ from Maile hee had paid the *plaintiff* the somme of CXXX*li*³⁷⁵ wherewith Maile being acquainted denied hee had made the *plaintiff* any such assignement neither would hee allowe of the money paid to the said *plaintiffe* soe as the said *defendant* was in danger to forfeite his bonde of three thowsand poundes. And the said *defendant* further sayed That because it did not appear by the *plaintiffes* said bill that he was indebted to his majestie for any rent arrere,³⁷⁶ nor that the said Maile was otherwise indebted to the *plaintiff* then to make him an accompte³⁷⁷ and paiement of the moietie of the cleere profittes by him received, hee the said *defendant* was advised that *with* safety of his demise and bonde hee might not paie the said rent to the *plaintiff* and hoped he should not bee compelled to doe it *without* A discharge³⁷⁸ from the said John Maile as by the Answeare of the said *defendant* more at large appereth. And the said *defendant* John Maile likewise answered, and sayed that hee purchased farme of the sweete wines for Bristoll and these other Portes Creekes and members thereof before mencioned of the said Sir John Swinarton for fower thowsand poundes and the yeerlie rent of CCCL*li*³⁷⁹ and covenanted to paie him xviijs³⁸⁰ A butt for every butt of sweete wines *which* should bee transported from Bristoll or the said Portes to any other Portes of Ladinge not exceedinge the number of sixtie buttes in one yeere, and that afterwardees hee granted the same to the *defendant* John Whitson as in the said bill is alledged who gave A bonde of three thowsand poundes to paie the rent and alsoe confessed that hee covenanted to paie to the said *plaintiff* the moietie of the said Farme as by the Answeare of the said John Maile more at Large likewise appereth And thereupon it was ordered by the Courte That the said Indenture³⁸¹

³⁷¹ £687 10s.

³⁷² Still in the term of St Hillary, 22nd year of James' reign.

³⁷³ £1400.

³⁷⁴ 'Legal transference of a right or property; the document that effects or authorises the transference' (OED).

³⁷⁵ £130.

³⁷⁶ Arrear: 'behind in the discharge of duties or liabilities; in debt' (OED).

³⁷⁷ Account.

³⁷⁸ 'A discharge' in this context refers to how Whitson was seeking a formal release from his legal obligation to Maile through the £3000 bond that he submitted to him as security for his performance of Maile's terms.

³⁷⁹ £350.

³⁸⁰ 18s.

³⁸¹ 'A deed between two or more parties with mutual covenants, executed in two or more copies [...] hence, a deed or sealed agreement or contract between two or more parties' (OED).

of Covenantes made between the said John Maile and the said John Whitson and likewise the bonde of three thowsand poundes entred³⁸² into by the said John Whitson for performinge of the said Covenantes should bee brought into this Courte *with* said bonde and Indenture beinge accordingly brought into this Courte, the said John Whitson putt in A crosse bill³⁸³ into this Courte against the said Richard Croshawe to have A defalcacion³⁸⁴ out of the rent due and paieable for the said Farme, of xviijs³⁸⁵ A butt for all such sweete wines as have bene first arrived in any other Portes Creekes or members *within* the Kingdome of England and Dominion of Wales to him not demised by the said Indenture, and for *which* the Subsidies Impostes and other dueties due and paieable for the said wines have bene there paid, and from thence have bene transported brought or conveyed by water or by land unto any of the said Portes before mencioned or unto any other the places of Ladinge or unlading *within* the Limittes jurisdiccions³⁸⁶ or members of these same Portes and

Adhuc Termino *Sanctus* Hillarij anno xxij Regis Jacobi.

Impostes and other dueties of and for the same should bee paid in in³⁸⁷ the said Porte of Bristoll or in any other the Portes Havens Creekes place or places of ladinge or unladinge *within* this Realme of England and Dominion of Wales: It is therefore likewise ordered by this Courte That the said Mr Auditor³⁸⁸ Budd shall likewise cast upp what quantities of sweete wines have bene transported carried or conveyed into any other Portes Havens Creekes place or places of ladinge or unladinge *within* this Realme of England and dominion of Wales from the said Porte of Bristoll or any other the Portes Havens Creekes places of Ladinge or unladinge to the said John Whitson by the said indenture demised and therein expressed and for *which* the Subsidies Impostes and other dueties of and for the same same³⁸⁹ have bene there paid, and what that cometh to after the rate of eighteene shillinges A butt And that the said John Whitson shall truely satisfie and paie unto the said Richard Croshawe all such *sommes* of money as uppon the castinge upp³⁹⁰ of the the said accomptes shall appere to bee due to the said Richard Croshawe for such allowances for his share in the moietie thereof. And that the said Mr Auditor Budd may bee the better informed in

³⁸² Entered.

³⁸³ 'A bill filed in chancery by a defendant against the plaintiff or other co-defendants in the same suit' (OED).

³⁸⁴ Defalcation: 'a diminution or reduction' (OED).

³⁸⁵ 18s.

³⁸⁶ Jurisdiccions.

³⁸⁷ Repeat word.

³⁸⁸ 'An official whose duty it is to receive and examine accounts of money in the hands of others' (OED).

³⁸⁹ Repeat word.

³⁹⁰ The adding up of the accounts.

and touchinge the premmises aswell all the Custome bookes of the entries of the said wines as all other proofes and testimonye this daie produced or shewed or readie to bee produced and shewed in Courte are to be produced and shewed to the said Auditor to bee by him considered of for his better informacion therein and if hee doubte in any thinge hee is to referr the same to the Courte. And whereas the Courte was moved that A bonde of the said John Whitson and the Indenture betweene him and the said Maile nowe remayneing in Courte might bee delivered to the said John Whitson, and that A Recognisance³⁹¹ entred into by the said John Whitson together *with* Ellis Crispe the xxvijth daie of June in the xxith yeere³⁹² of his *Majesties* reigne for performance of the order of this Courte in this cause might bee discharged. It is ordered that the said bonde and Indenture after performance of this present decree and paiement made accordingly by the said John Whitson of all such sommes of money as shall appeare to bee due to the said Mr Croshawe by him the said Mr Whitson shalbee redelivered to the said Mr Whitson and the said Recognisance to bee cancelled and made voide./

To be investigated further for Croshaw³⁹³

³⁹¹ 'A bond or obligation which a person undertakes before a court or magistrate to perform some act or observe some condition such as to pay a debt or appear when summoned' (OED).

³⁹² 17 June 1623.

³⁹³ Latin translation.

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