

SUMMARY: The documents below consist of three sets of undated interrogatories and two sets of undated depositions in Oxford's suit in the Court of Chancery against Roger and Richard Harlakenden for reconveyance to Oxford of Colne Priory or for recompense for the undervaluation of the sale price by reason of fraud and breach of trust by the Harlakendens. A terminus ad quem for the depositions is established by the fact that one of the commissioners for the taking of the depositions was James Morice (1539-1597), Attorney of the Court of Wards. Morice died 2 February 1597.

The deponents to the first set of eighteen interrogatories were William Stubbing (d.1603), John Church, John Drawater (d.1597) and William Adams. The deponents to the second set of fifteen interrogatories were John Church, William Stubbing (d.1603), Edward Sibthorpe and John Parker.

At the time, the sale value of property was generally twenty times the annual rental value. The interrogatories indicate that the annual rental value of Colne Priory was £400, which suggests that the sale value should have been £8000. The interrogatories indicate that Roger Harlakenden paid only £700.

One of the deponents, John Drawater, was a party to Roger Harlakenden's fraud against Oxford in the sale of Colne Priory, and obtained Oxford's manor of Inglethorpe from Roger Harlakenden as a reward for his complicity. Several of the questions in the first set of interrogatories below specifically relate to John Drawater's participation in the fraud against Oxford and to his acquisition of the manor of Inglethorpe. For the Queen's grant to Theophilus Adams and Thomas Butler of her reversionary interest in Colne Priory dated 14 April 1592 mentioned in Drawater's deposition below, see ERO D/DPr/631. For the will of John Drawater (d.1597), see TNA PROB 11/90, ff. 431-2.

William Stubbing also played a role in Roger Harlakenden's fraud against Oxford in the sale of Colne Priory, and obtained Oxford's parsonage of Wickham from Roger Harlakenden as a reward for his complicity. For the will of William Stubbing, dated 5 January 1603 and proved 28 January 1604, see TNA PROB 11/103, f. 23.

For Oxford's commission, dated 9 January 1592, to Roger Harlakenden to sell Colne Priory mentioned in the first set of interrogatories, see ERO T/B 177/4.

Neither Oxford's bill of complaint in this lawsuit, filed in 1593, nor the answers of Roger Harlakenden and Richard Harlakenden survive. However Oxford's replication has survived, and the allegations in his bill of complaint can be deduced from it. See TNA C 2/ELIZ/O3/32. For the partial judgment in the case rendered by the Court of Chancery on 10 February 1599, see TNA C 78/104/17.

Roger Harlakenden died in January 1603, and Oxford on 24 June 1604, before the case was finally resolved. For the will of Roger Harlakenden, see TNA PROB 11/101, ff. 392-3.

The transcript below was made from the copy on the Earls Colne Project Database website beginning at <http://linux02.lib.cam.ac.uk/earlscolne//equity/17400013.htm>. The ECPD copy does not appear to be entirely accurate. However it provides the details of the interrogatories and depositions, and serves as a useful resource. The author of this website hopes to obtain a copy of the original document in the near future.

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400013.htm>

Interrogatories to be ministered on the part and behalf of Edward, Earl of Oxford, complainant, against Roger Harlakenden and Richard Harlakenden, defendants.

Imprimis. Whether do you know the parties, plaintiff and defendant, or any of them?

Two. Item, whether do you know the late-dissolved monastery or priory of Earls Colne alias Colne Comitis in the county of Essex and all and singular or any the manors, messuages, lands, tenements, pensions, portions of tithes and hereditaments thereunto belonging, and how long time have you known them, or any of them?

Three. Item, whether do you know or have you credibly heard that the said defendant, Roger Harlakenden, did bargain with the said Earl for all manors, messuages, lands, tenements, pensions, portions of tithes and hereditaments belonging to the said late priory, or for what manors, messuages, lands, tenements, pensions, portions of tithes and hereditaments, parcel of the possessions of the said late priory, do you know or have you heard that the said defendant, Roger Harlakenden, did bargain with the said Earl for? Set down the particulars as you know or have heard.

Four. At what rate and for what sum of money were the lands belonging to the said late priory bought by the said Roger Harlakenden of the said Earl as you do know or have heard, and when and in what place was the same bargain concluded upon between the said Earl and the said Harlakenden, and to whose hand did the said Harlakenden pay the said money, and was it not commonly reported that he paid £700 for the said lands so bought?

Five. Item, whether was there any agreement or communication between you and the said defendant, Roger Harlakenden, that you two should join together in the purchasing of all or any the said lands and tenements and hereditaments from the said Earl at an undervalue, or what was the effect of your agreement or communication touching the same?

Six. Whether did the said Roger Harlakenden complain unto you that one Thomas Hampton had informed the said Earl that the said lands and tenements were of far more value than he had declared to the said Earl the same were of, and that both you and the said Harlakenden were like by that means to lose benefit which otherwise you and the

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said Harlakenden could make thereof, and what speech passed between you and the said Harlakenden to any such effect?

Seven. Item, whether were you not angry with the said defendant, Roger Harlakenden, when you did understand that he had purchased the said lands and tenements from the said Earl only in the name of Richard Harlakenden, his son, or that you were not a partner or joined in the same purchase?

Eight. Item, whether did not Roger Harlakenden procure for you from the said Earl a fee simple of the manor or farm of Inglesthorpe lying in White Colne, parcel of the possession of the late priory of Colne, for the sum of £50? If not for that sum, for what other sum, and was not the same in consideration that you did promise your goodwill and friendship to aid him to your best touching such lands as he procured from the said Earl? If not for that cause, for what other cause was the same so done?

Nine. Item, by whom and to whom was the same money so paid, and whose was the money which did pay for the same manor or farm, and how many acres of arable land, meadow, pasture and wood doth the same manor or farm contain as you do know or do verily think, and what would the same be worth to be letten by the year if it were now out of lease?

Ten. Item, whether are you a copyholder of the manor of Colne Priory, or what lands, tenements or hereditaments do you hold by lease belonging to Colne Priory, and what yearly value be the same lands which you do hold either by copy or by lease?

Eleven. Item, whether do you know or have you credibly heard that the said Roger Harlakenden did offer to sell all the copyholds or demesne of the manor of Colne Priory to the tenants or farmers thereof or to any other person or persons, and to what tenants or farmers or to any other person or persons did he so offer, and for what cause did they or any of them refuse to buy the same?

Twelve. Item, whether did the said defendant, Roger Harlakenden, or any other by his procurement give out to any person or persons that were occupiers of the said lands or any part thereof, or to any other person or persons during the time that he had commission to sell the said lands, that the said Earl could not make good assurance of the said lands for that the said lands were so encumbered that the same lands were little worth or to any such effect, or what other matter or thing have you heard touching or concerning the same?

Thirteen. Item, of what yearly value were the lands, tenements and hereditaments which the said defendant, Roger Harlakenden, did purchase of the said Earl in his son's name at the time of the purchase, and whether doth he challenge a farm called Plaistow in Halstead, a tenement in Castle Hedingham or Sible Hedingham, and a tenement and certain lands in Fitchfield [sic?] by the general words in his bargain and sale, and all the quit-rents and other rents belonging to the said late priory?

Fourteen. Item, whether are the demesne of the said manor of Colne Priory, Chalkney Wood, the mills there, the parsonage and tithe there, the rents and services with profits of court belonging to the said manor, if the same were out of lease, of the yearly value of £400 by the year to be letten? If not, of what yearly value are the same to be letten as you do know or do verily believe, and how many copyholders do belong to the said manor of Colne Priory, and what doth the rents of the copyholders amount unto, and whether are the fines certain or arbitrable by the custom of the said manor?

Fifteen. Item, what sum or sums of money do you know or have you heard have been paid by the tenants or farmers of such lands and tenements as the said defendant, Roger Harlakenden, purchased in his son's name from the said Earl towards the payment of a certain tenth of £66 yearly to her Majesty, and what sum or sums of money do you know have been paid by the said defendants or either of them towards the same?

Sixteen. Whether did the said defendant, Roger Harlakenden, at any time tell unto you that he had promised the said Earl that he should have the priory lands which he had purchased from the said Earl for the same sum of money which he paid unto him for the same, or what was the effect of his speech to you touching the same matter, and whether did you report unto any that the said defendant Roger Harlakenden had told you so much, or what was the effect of your speech to any person touching the same?

Seventeen. Item, whether you know or have credibly heard that the said defendant, Roger Harlakenden, did promise the said Earl that he would at the pleasure of the said Earl reassure the said lands so bargained for as aforesaid back again to the said Earl for the same sum of money that the said defendant should pay the Earl for the said lands, or what other matter or thing do you know or have you heard touching or concerning the same matter?

Eighteen. Item, what other matter or thing do you know or have you heard touching or concerning the premises in [sic?] any part thereof?

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400152.htm>

Between the Earl of Oxford and Harlakenden  
(answers damaged)  
(date illegible)

Depositions taken at Chelmsford April (torn). Her Majesty's commission under the Great Seal of England, (torn) Mildmay, Sir John Petre, knight, and James Morice, (torn) of her Majesty's Court of Wards, or to any two of them, (torn) annexed for the examination of witnesses in a cause (torn) High Court of Chancery between the right honourable Earl of Oxford, complainant, and Roger Harlakenden and Richard Harlakenden, gentleman, defendants, on the part of the complainant.

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<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400171.htm>

William Stubbing of Wickham, Cambridge, (torn) sworn and examined.

To the first interrogatory saith (torn) plaintiff before he was of full age he hath known (torn) thereabouts.

Two. To the second interrogatory he saith in the name of Edmund (torn) buy the said parsonage of Wickham and lands mentioned in the (torn) inheritance somewhat above £120, the certainty (torn) have before bought two leases of the same. The money (torn) and the money for the purchase he paid unto the hands (torn), and that the said parsonage and lands when he bought them were (torn) about, being in lease with such reservation, and that the (torn), as he thinketh, of arable lands 40 acres or thereabouts, (torn) pasture about 10 acres, or wood about 1r besides (torn), the premises were worth to be letter [sic] he knoweth not.

Three. To the third interrogatory, he saith he neither gave anything unto (torn) parties mentioned in the interrogatories, nor to any other to their (torn).

Four. To the fourth he cannot depose anything.

Fifth. He cannot depose.

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400192.htm>

John Church of Earls Colne, Essex, yeoman, aged (torn) and examined.

To the first interrogatory, saith he well knoweth the (torn), and hath done a long time, and hath known the defendants this (torn).

Two. To the second, he hath known the said dissolved monastery or priory (torn) mentioned in the interrogatory thereunto belonging by the space of (torn).

Third, saith that the said defendant, Roger Harlakenden, did bargain (torn) priory of Colne and divers other lands thereunto belonging, (torn) he knoweth not.

Four. To the fourth he cannot depose.

To the tenth, he saith he is copyholder of the manor of (torn), also to the same, and that the lease lands is (torn) thinketh £6 13s 4d per annum.

To the eleventh, he knoweth not of any such offer.

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To the twelfth, he knoweth not any such speeches given forth by the (torn).

To the thirteenth, he cannot depose.

Fourteen. He saith that the lands and other the particulars in (torn) judgments, if they were out of lease, were worth (torn,) the number of copyholders or the certainty of the (torn), but saith that as he taketh it the fines are (torn).

To the fifteenth, he knoweth that himself hath paid (torn), and knoweth that other the tenants have (torn), that Mrs Peerson paid for her part (torn).

To the sixteenth, he remembereth no such matter.

To the seventeenth, he cannot depose, nor more saith to this matter.

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400230.htm>

John Drawater of Stambourne, Essex, (torn) sworn and examined.

To the first interrogatory saith (torn) defendants, and hath know [sic] the Earl long since (torn).

To the second saith that he knoweth the house of Colne Priory (torn), and appurtenances to the same he knoweth not.

To the third, he hath heard that the said Roger Harlakenden (torn) the priory of the said Earl, but he cannot set down.

To the fourth interrogatory, he cannot depose.

To the fifth, he denieth any such agreement.

To the sixth, he cannot depose.

To the seventh, he was not angry for not being joined in the purchase (torn) the same, nor was able to have gone through therewith (torn).

Eight. To the eighth, he saith that he treated with the said Roger Harlakenden (torn) said Earl the fee simple of the manor or farm of Inglethorpe (torn) interrogatory, for which there was paid for him the sum (torn) promise of friendship or aid by him to be given to Mr Harlakenden (torn) travail taken for the Earl in procuring of the reversion (torn) the Queen, which he thinketh he did very well deserve (torn).

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To the ninth, he saith that £11, part of the money of the purchase, he paid (torn); £30, being the residue, he sent by one Lucas a (torn) thinketh to one Loket, a man of the Earl's, but (torn) at that time sick, and that the money paid was (torn) he certainly knoweth not (torn) thinketh about (torn) be worth if it were out of lease he know (torn).

To the tenth, he is neither a copyholder nor farmer (torn) knowledge.

Eleven. To the eleventh he cannot depose.

To the twelfth, he cannot depose.

To the thirteenth, he cannot depose.

To the fourteenth, he cannot depose.

To the fifteenth, he can say nothing.

To the seventeenth, he cannot depose, and more etc.

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400293.htm>

William Adams of Earls Colne, clerk, (end of page very damaged, only about a quarter survives) interrogatories sworn and examined saith (torn).

(torn) the defendants for the space of these ten years (torn).

To the second, he knoweth the monastery or priory of Earls (torn) the parish, and hath known these twenty years (torn) of the lands in the interrogatory mentioned.

To the third, he hath heard that the said Roger Harlakenden (torn) of Colne and divers other lands (torn) thereof he certainly knoweth not.

To the fourth, he hath heard that the said (torn) Colne and the lands belonging thereunto (torn) concluded, or to whom the money (torn).

To the eleventh, saith that (torn) was offered unto him (torn).

To the twelfth, (torn).

To the thirteenth, (torn) at the time (torn) rent of (torn) colour or (torn).

To the fourteenth, (torn) then to be worth (torn) pay knoweth not (torn).

To the fifteenth, knoweth that the sum of £17 (torn) very certain he knoweth (torn) thing towards the (torn).

To the seventeenth, cannot directly (torn) Harlakenden did offer (torn) his money back again, and he is (torn) he had purchased of the said Earl etc.

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400329.htm>

(further set of interrogatories very damaged on right side)

Imprimis, whether do you know the said Earl and the (torn)?

Two. Item, whether do you know that the defendant, Roger Harlakenden, was (torn) said Earl, and receiver of his rents?

Three. Item, whether do you know that the defendant, Roger Harlakenden, (torn) of surveyorship and receivership, or whether he was procured (torn) soe [sic] other in his name, and by whom was he so procured as (torn)?

Four. Item, whether do you know Colne Priory, Hedingham (torn), the parsonages of Earls Colne, White Colne, Belchamp, (torn) lands, tenements, portions of tithes, mills and other hereditaments mentioned (torn) or part thereof which sometime were parcel of the possessions of the late (torn) Colne in the county of Essex, and of late parcel of the possessions of the said Earl, (torn) thereof hath been of late sold by the said Earl or some others by his appointment (torn) sold, as you know or have heard?

Five. Item, whether do you know or have you credibly heard that before the said Colne Priory lands, tenements and hereditaments mentioned in the bill of complaint of the said Earl (torn) sale by the said defendant, Roger Harlakenden, and the said priory [+and?] manor mentioned in the said bill or many [sic?] of them together with divers other manors (torn) are parcel of the possessions of the said Earl, were extended for divers great sums of (torn) bonds, statutes, debts and encumbrances of the said Earl, and whether upon the said (torn) were divers persons threatened by some such as pretended the benefit of the said Earl (torn) lands and tenements as they had formerly purchased or held by lease of the said Earl unless they would compound anew for the same, and whether did any person or persons (torn) what were they?

Six. Item, whether do you know or have credibly heard that the defendant, Roger Harlakenden, (torn) did show or declare to any of the tenants, farmers or occupiers of the said manors, lands (torn) other person or persons likely to purchase the same or any part thereof that the purpose of (torn) sell the same or any part thereof, and to whom was there any such notice given or offer made (torn), whether seemed they or any of them to whom such notice was given or offer made (torn) to purchase any of the said Earl's lands and what was the cause (torn)?

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Seven. Item, do you know or have you credibly heard that the said defendant, Roger (torn) himself or any other person or persons purchase any of the said manors, lands and hereditaments (torn) complainant?

Eight. Item, do you know or have you credibly heard that the said defendant, Roger Harlakenden, did (torn) Earl that if it stood with his Lordship's good liking he, the said Harlakenden, would (torn) himself and one Stubbing parcel of the lands and hereditaments mentioned in the bill of (torn) to the Earl give his consent thereunto?

Nine. Item, do you know or have you credibly heard that the said defendant, Roger Harlakenden, (torn) of Colne Priory etc. did by himself or some other person or persons signify unto the said Earl (torn) the several lands, tenements and hereditaments which he offered to purchase and afterwards did purchase (torn) said Stubbing of the said Earl, and what manner was the same done, and what offer and offers (torn) defendants make for the same, and by what person or persons was the said particular offer sent (torn)?

Ten. Item, whether do you know or have you credibly heard that the said Earl used the advice of some other (torn) persons touching the value and offer made by the said defendant for those lands and hereditaments which the (torn) to the purchase of himself and the said Stubbings?

Eleven. Item, whether do you know or have you credibly heard that the offer or offers for the lands and hereditaments as aforesaid was made by the said defendant, Roger Harlakenden, himself unto the said Earl himself, or (torn) messenger or messengers employed in the same business? What was the offer and offers made, and who was the (torn) or messenger so employed?

Twelve. Item, whether do you know or have you credibly heard that after the said bargain was agreed upon between the said Earl and the said defendants were the draft of conveyance and books of assurance drawn for that purpose (torn) be considered of the counsel of the said Earl and at length, as well by the counsel learned in the law (torn) said Earl as by the Earl himself well liked and fully concluded upon, and so engrossed and extended (torn)?

Thirteen. Item, did you know that the said defendant, Roger Harlakenden, did promise unto the said Earl to reassure Colne Priory and other the said lands and hereditaments mentioned in the bill of complaint of the said Earl purchased by (torn) defendants, or the said Stubbing, or either of them, to the said Earl at the will and pleasure of the said Earl (torn) at the price paid for the same? If you know the said Roger Harlakenden made any such promise, (torn) were the words, in whose presence were they spoken, to whom and in what (torn)?

Fourteen, have you credibly heard that the said defendant, Roger Harlakenden, did endeavour (torn) of the said Earl to advance the price of any the manors, lands, tenements and (torn) purposed to be sold as aforesaid by the said Earl?

Fifteen. Did you know or have you credibly heard that the defendant, Roger Harlakenden, did corrupt (torn) the said Earl's servants near about him with any bribe of £200 (torn) sum to concur in report with the said defendants touching the value of (torn) and hereditaments to be purchased by the said defendants (torn)?

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400436.htm>

John Church of Earls Colne to the first interrogatory (torn)

To the second, that he knoweth the defendant (torn) self having been the (torn) defendant and (torn).

To the fourth, he saith that (torn) Earls Colne, White Colne, (torn) mentioned in the (torn) parcels of lands (torn) Harlakenden hath bought to the use of his son, Richard, one of the defendants, (torn) the parsonage of Earls Colne, the portion of tithes and the mills belonging, (torn) and that Ballingdon was given by the said Earl, the plaintiff, as he hath (torn) his Lordship's servant, Barwick Hall, the parsonage of White Colne, (torn) Weston, esquire, but more he knoweth not.

Fifth, he cannot of his own knowledge certainly depose.

To the sixth, he saith that by the commandment of Roger Harlakenden, defendant, (torn) to sundry persons that the purpose of the Earl was to sell the land, (torn) and to his remembrance he made (torn) Barwick Hall to (torn) of a portion of tithes belonging to the priory to one Mr Finch (torn) of certain lands in the occupation, and that the said Harlakenden (torn) the lands that he was a farmer of, being parcel of the priory (torn) that he liked of, and that to his remembrance he offered (torn) that he held, and that the general answer of them (torn) with the said lands because they were holden in capite (torn) deponent's refusal also.

Seven. To the seventh, that he knoweth that the said Richard Harlakenden did purchase (torn) lands mentioned in the said bill of complaint for that (torn) the estate.

To the thirteenth, he saith he knoweth not any such thing.

To the fourteenth, he cannot depose.

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400486.htm>

William Stubbing of Wickham in Cambridge, yeoman, aged (torn) sworn and examined.

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To the first interrogatory he deposeth and saith that (torn) party complainant before he was of full age, and the defendants three years (torn).

To the fourth, he knoweth the house of Colne Priory and Hedingham, (torn) remembrance he knoweth not, neither what lands belong to the (torn) interrogatory he cannot depose but by hearsay.

Five. To the fifth, he knoweth that much of the Earl's lands (torn) of the said Earl's, and more to this interrogatory deposeth not.

Six. To the sixth, he knoweth that offer was made unto himself by the said Roger Harlakenden (torn) lands he bought, who told him that it was my Lord's pleasure to sell the (torn) upon he proceeded to the purchase.

Seven. To the seventh, he hath heard that Roger Harlakenden, defendant, hath purchased (torn), and cannot further depose to this interrogatory.

Thirteen. To the thirteenth, he knoweth not of any such promise made (torn).

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400519.htm>

Edward Sibthorpe of Earls Colne, Essex, gentleman, aged 32 years, sworn and examined.

To the first interrogatory, he saith he knoweth parties, plaintiff and defendants.

Four. To the fourth, he knoweth Colne Priory, Hedingham Nunnery, Barwick Hall, which lately were part of the possessions of the Earl, complainant, which have been lately sold, as he hath heard, (torn) namely the priory to Mr Roger Harlakenden, the Nunnery to Lord Treasurer, and Barwick Hall to Jerome Weston, esquire.

Five. To the fifth, he knoweth that before Colne Priory and other the lands mentioned in the interrogatory (torn) were sold that there came down divers extents against the said (torn) debts and encumbrances of the said Earl, and to the rest of the interrogatory (torn) of his own knowledge certainly depose.

To the sixth, he saith he knoweth Mr Roger Harlakenden did publish that the (torn) intend to sell Barwick Hall, whereupon offer was made thereof to this deponent (torn) price of £600, but he was fearful to deal therewith in respect the same (torn) generally reported to be subject to many encumbrances.

To the fourteenth, he saith he supposeth that the said Roger Harlakenden did endeavour for (torn) said Earl to advance the price of the manor and lands then purposed (torn) for the manor of Barwick Hall offered unto himself a great price was (torn) by Mr Harlakenden than afterwards it was sold for to another.

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John Parker of Earls Colne, Essex, woollen draper, (torn) sworn and examined.

To the first interrogatory, he saith he knoweth the parties, plaintiff and defendants.

To the second, he knoweth Colne Priory, Hedingham Nunnery, Barwick Hall, Inglesthorpe, the parsonage of Earls Colne and White Colne, the which, as he hath heard, (torn) belonging to the priory of Colne, and lately were part of the possessions of (torn) complainant, and have been of late sold by the said, Earl viz., (torn) parsonage of Earls Colne to Mr Harlakenden, Hedingham (torn) Lord Treasurer, Barwick Hall the parsonage of White Colne to Mr (torn), Inglesthorpe to Mr Drawater.

To the fifth, that he hath heard that Colne Priory and other the lands mentioned (torn) interrogatory were extended as in the same is expressed, but whether any (torn) or what compositions were made by the farmers or tenants in any part (torn) of his own knowledge he cannot depose, other than Mr John Vere (torn) and were threatened and troubled.

To the sixth, he saith he hath heard the said Mr Roger Harlakenden say (torn) tenant of the manor that the Earl sell Colne Priory, and that (torn) hear of some chapmen that would buy the same or any part thereof, which (torn) signified to one Mr Sibthorpe to the end it might be further published, (torn) to this interrogatory he cannot depose.

Fourteen. To the fourteenth, he verily thinketh that Mr Harlakenden did his best endeavour to advance the (torn) of such things as were intended to be sold for the benefit of the Earl, but having (torn) particular he cannot depose.

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400632.htm>

Interrogatories to be ministered to William Stubbing of Wickham, Cambridge, yeoman, on the part and behalf of Edward, Earl of Oxford, against Roger Harlakenden and Richard Harlakenden, defendants.

One. Imprimis, whether do you know the parties, plaintiff and defendant, or any of them, and by how long time have you known them, or any of them?

Two. Item, whether did you about two years now last past buy of the said Earl the parsonage of Wickham in the county of Cambridge with all the lands, tenements, rights, members and appurtenances thereto belonging? If you did, what sum or sums of money did you pay therefore to the said Earl, and to whose hands did you pay the same money,

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and of what yearly value was the same parsonage and other the premises at the time you bought the same, and how many acres of arable land, meadow and pasture and wood besides the tithes do belong to the said parsonage as you do know or verily think, and of what yearly value would the same be letten if it were now out of lease?

Three. Item, what sum or sums of money or other considerations did you or any other for you give, pay or lend of [sic] become bound or promise to pay or lend to the said Roger Harlakenden or to any other to his use or to Edmund Felton, late the said Earl's servant? If you or any other for you did give, pay or lend or become bound, promise to pay, give or lend any sum or sums of money or other considerations as aforesaid, for what intent, purpose or cause did you or any other for you so (torn)?

Item. What manors, messuages, lands, tenements, pensions, portions of tithes and hereditaments have you ever heard the said Roger Harlakenden or any other report that he had bargained or was to bargain for with the said Earl? At (torn) rate and what sum or sums of money have you heard that the said defendant had paid or was to pay for the same? Of whom did you hear the same?

Five. Item, what other matter or thing do you know or have you heard touching or concerning the premises or any part thereof?

<http://linux02.lib.cam.ac.uk/earlscolne//equity/17400682.htm>

Her Majesty's commission under the Great Seal of England, Mildmay, Sir John Petre, knight, James Morice, esquire, (torn) for the examination of witnesses (torn) her Majesty's High Court of Chancery between Edward, Earl of Oxford, the complainant, and Roger Harlakenden, esquire, and Richard Harlakenden, complainants [sic?] (torn; rest of the interrogatories on this page have been destroyed).