

SUMMARY: The document below is the answer, dated 19 May 1587, of William Combe, who sold land to William Shakespeare of Stratford upon Avon in 1602, to the bill of complaint of Edmund Tilney, Master of the Revels, and Philip Tilney, who purchased Oxford's manor of Aldham, executors of the will of John Digges, concerning a field in Stepney. For the sale of land by William Combe to William Shakespeare of Stratford upon Avon, see SBTRO ER 27/1. For the will of William Combe, see TNA PROB 11/117/573.

For Edmund Tilney, Philip Tilney, and John Digges, see the will of Thomas Tilney, TNA PROB 11/42B/299.

The spelling 'Cely' has been used in the transcript below for the several variant spellings found in the document.

The transcript is in line-by-line form for ease of comparison with the original document.

LM: Iur{atus}(?) xixo Maij A {nn}o D{omini} Re{gni} Eliz{abethe} xxixo
Marshe

The answer of William Combes, esquire, one of the defendants, to the slanderous bill of complaint of Edmund Tylney and Philip Tylney, esquires, complainants

1 The said William Combes, saving unto himself all advantages and exceptions to the uncertainty and insufficiency of the said slanderous bill, for answer to the same saith that as to the fraud,

2 conspiracy, confederacy, cozenage and deceit, that he is not thereof nor of any part thereof guilty in manner and form as the slanderous complainants have maliciously and untruly

3 alleged, and for that it may clearly appear that this defendant is most maliciously & slanderously accused without any just cause or sinister(?) colour of cause of conjecture so to

4 do, and that the said complainants uncharitably and unchristianly do wrongfully and maliciously call the credit of this defendant in question in this honourable Court, this defendant will and

5 doth upon his oath declare the whole circumstance and manner of his dealing in the cause and matter objected against him, although this defendant knoweth he is not compellable to answer the matters

6 in the foresaid bill, and saith that a little before the eight & twentieth day of January in the seven and twentieth year [=28 January 1585] of her Majesty's most prosperous reign, Ralph Bott, one other of the defendants in the bill

7 named, being indeed an old familiar acquaintance of this defendant's (whereof he needeth not to be ashamed), did come unto this defendant and made him privy and acquainted with a purpose & resolution he had

8 to buy and purchase a lease for certain years of the said lands in the bill mentioned, which then one John Tompson of Lambeth Marsh was possessed of, and further declared unto this defendant

9 that he would cause the assignment and conveyance of the same to be made over unto one John Gryffyn, sometime servant unto the Lord Treasurer and now one of her Majesty's guard, whose faithful and

10 honest dealing the said Ralph Bott did much commend, insomuch that he showed this defendant the man at the court in Greenwich, yet after upon further consideration he told this defendant that it might be he should be

11 forced to use the credit of this defendant for some money for the payment for the said assignment & lease, and therefore prayed this defendant to accept of the assignment & assurance so to be made from the said John Tompson and Richard Cely

12 in the said bill mentioned, to which this defendant condescended and agreed, and upon the eight & twenty day of the said month of February in the said 27th year of the Queen's Highness' reign or thereabouts there came into

13 the chamber of this defendant the said Richard Cely and John Tompson and Mr Thomas Harris of the Middle Temple, a counsellor at law, and then of counsel with the said Richard Cely & Tompson, and also the said Moyses

14 Elliott, one other of these(?) defendants, and one Robert Maude(?), George Cely th' elder & George Cely the younger, and one Thomas Ashe and Humphrey English, whereof three or four of them this defendant to his knowledge or

15 remembrance did never see before that time or since, nor knoweth them if he should again see them, but sure this defendant is that there was no acquaintance between him and the said Moyses Eliott at that

16 time, nor any communication ever at any time had between this defendant & the said Moyses Ellyott for or concerning the matters alleged in the said bill or any other matter, cause or thing whatsoever, at whose coming

17 into this defendant his chamber there was in the company of this defendant Robert James of Selsey in the county of Worcester, gentleman, Ralph Edgeock, then of New Inn, gentleman, now of Salford in the county of Warwick, all which are

18 witnesses to the assignment hereafter mentioned, and presently upon their said coming the foresaid assignment was openly read and examined and by the said Richard Cely & John Tompson sealed, subscribed & delivered as their deed

19 unto this defendant, the said Ralph Bott then being present, at which time nor at any time before was there any speech touching the said Digges or that the assignment was made to the use and behoof of the said Digges, or

20 his name so much as mentioned to this defendant his remembrance, but sure this defendant is that he never had any conference or communication with the said Digges touching the same assignment or assurance to be made to

21 this defendant to the use or behoof of the said Digges, or that any other at any time imparted any matter or thing unto this defendant from the said Digges to have or request this defendant to take the same grant from the said

22 Tompson and Cely to the use and behoof of the said Digges, and this defendant hath examined and demanded of divers of such as were at the sealing and delivering of the said assignment & grant whether they heard any mention

23 made of the said Digges or that the same grant was to his use or behoof, yea or no, least this defendant should misremember the same, and this defendant cannot understand by any of them that any such matter of trust

24 or confidence was mentioned or intended at that time or before, or the said Digges his name then mentioned, so that it is very untrue that the said assignment was made upon trust & confidence to this defendant

25 to the use and behoof of the said Digges and Ralph Bott, but the truth is that in consideration that the same grant was made to this defendant in trust & confidence reposed in him by the said Ralph Bott only,

26 and by agreement of the said Ralph Bott & this defendant, that whereas the said Ralph Bott had taken up or agreed to take up by loan one hundred pounds upon the credit of this defendant for which this defendant did

27 or should stand debtor and chargeable as well for the same as also for the allowance after the rate of the statute for forbearing of the same, being the money which the said Ralph had and should defray

28 the most part thereof for the obtaining of the said grant, as the said Ralph did tell unto this defendant, it was agreed & concluded between this defendant and the said Ralph that if so be the said hundred pounds were

29 not repaid or the said defendants any ways indemnified by reason of the same default of payment, that then it might and should be lawful for this defendant to dispose of the said interest so granted as

30 aforesaid to the saving harmless of this defendant for his best behoof and profit, and over and besides the said Ralph Bott did enter into bond unto this defendant for the payment of the said £100 and the allowance

31 to be disbursed for the use of the same after by the space of one year, & (blank) the said Ralph Bott did not repay the said £100 according to his bond, but by reason of a sudden sickness which did

32 happen unto him and continued by the space of half a year or thereabouts, this defendant was driven to pay the same £100 and interest according to the time for the forbearance of the same, so long as [sic?]

33 this defendant was weary of keeping the same assignment and interest in his hands, for in the meantime this defendant did suffer the said Ralph to take the profits in the only name of this defendant and to

34 [-to] the only use and behoof of the said Ralph. After this about a year or thereabouts it chanced that by occasion of matters between the said Digges and one (blank) Croftes (blank)

35 and one (blank) Acton(?), this defendant came acquainted with the said Digges, before which time this defendant had no acquaintance or knowledge of the said Digges, and after the said

36 acquaintance by the space of half a year or thereabouts, the said Digges did come unto this defendant and told this defendant that he heard say that the said Cely and Tompson had

37 granted the premises unto this defendant, and inquired of this defendant if it were so, and this defendant did answer that it was true. Upon that the said Digges did show unto this defendant that it was

38 Ralph Bott his mind & pleasure that the said Digges should have the same conveyed to him for that he had or was to have the fee simple of the reversion of the whole land. This defendant replied and said he would

39 be well content therewith so that the said Digges would pay the said hundred pounds and such interest as was due for the same, and discharge this defendant for he was indifferent who had his

40 interest in the premises and willing to be rid of the same so he might be discharged for the money before mentioned. Then Digges said that Ralph Bott would repay the money. *Then, quod*

41 this defendant, *he shall have the interest assigned to whom he pleaseth*, and so for that time the said Digges and this defendant departed. After the said Digges repaired unto this defendant and seemed to

42 murmur and dislike with the said Ralph Bott, giving out speech tending so far as that the said Digges ought to have some interest in the said assignment and premises by a meaning that

43 was private between them that what dealing or doings should be by the said Ralph Bott concerning the premises should be to both their uses and behoofs, and would seem to persuade

44 this defendant that the same assignment was made to this defendant to the use and behoof of the said Digges, which this defendant did then utterly deny, and that no mention was made of him or that any such

45 matter was motioned upon the assignment or before, for he was a mere stranger unto this defendant, and doubted he would have trusted this defendant with any such matter, and for the satisfaction

46 of the said Digges in that behalf, and because all men might be satisfied by his plain dealing, this defendant at the request of Digges and of Mr Thomas Ashe of the Middle Temple, was

47 content to bring the same assignment and such other writings [+as?] this defendant then had concerning the premises unto the chamber of the said Mr Ashe, where this defendant did leave them to be

48 perused and considered on by the said Mr Ashe, then being a counsel with the said Digges, and imparted unto Mr Ashe the whole matter before declared, wishing that Digges

49 and Bott would cause the discharge of this defendant for the foresaid sums of money, and then this defendant would resign his estate and interest in the premises to whom

50 the said Ralph Bott would, and praying Mr Ashe to be a mean to help this defendant to the said £100 and the interest this defendant had laid out for the same, and

51 Digges should have the same. Then it seemed to this defendant that the said Digges and Mr Ashe were fully satisfied, and thought great reason and honesty in the saying and

52 doings of this defendant. Further this defendant imparted unto the said Ralph Bott what Digges had muttered, who seemed very angry with the said Digges for his so doing, affirming that

53 he, the said Ralph Bott, with his money and at his sole charges and by his own labour, travail and means had procured the interest of the said Tompson and Cely to be conveyed as aforesaid

54 to his only use and behoof, and the said Ralph Bott did then say and affirm that the said Digges did show himself a knave & a churl, or words to the like effect, in giving out such speeches.

55 After this defendant heard no more of the said Digges concerning the said matter. Then about the six and twentieth day of July 1596 and in the eight and twentieth year of her

56 Majesty's reign this defendant did by the consent and agreement of the said Ralph Bott grant and convey th' estate and title of this defendant in and to the premise unto one Thomas Eve, citizen and

57 barber-surgeon of London, for the sum of seven score pounds, whereof this defendant received no more to his own use than just so much as he, this defendant, had disbursed out of his

58 own purse in the behalf of the said Ralph Bott without taking any one penny gains or allowance other than such sums as this defendant did before defray, and no allowance for

59 that which this defendant did pay for the interest of the same, all which matters this defendant did make known unto the said Digges at the first time that he inquired after this matter.

60 Sithence the death of the said Digges one of the complainants did meet at Mr Thomas Harris' chamber this defendant, when this defendant did impart unto the said complainant the truth of

61 his knowledge in the matters aforesaid, with which the said complainant seemed to be satisfied with as touching this defendant, and yet contrary to all honesty seemeth to impeach the

62 credit of this defendant, who never meant to defraud the said Digges or the said complainants of any trust if they had reposed any in this defendant, as none of them have or did, Without

63 that that the said Richard Cely and Thomas Ashe did by indenture bearing date the eight & twentieth day of January in the 27th year of your Highness' reign grant, convey

64 and assign the last-recited lease and term of years of and in the parcel of land in the bill mentioned unto this defendant upon trust and confidence and to the use of the said Ralph Bott and John

65 Digges, and without that that this defendant was made privy and did agree to accept the same to the use of the said Digges, and without that that this defendant was possessed of the same to

66 the use of the said Ralph Bott and John Digges, or that the said Ralph Bott did sell his moiety and portion of the said term and lease aforesaid to the knowledge of this defendant, and without

67 that that the said defendant did stand possessed as aforesaid only to the use of the said Digges, or that this defendant was ever made privy to any such conveyance, bargain, grant

68 or assurance as aforesaid, and without that that the said defendant was contented and pleased to stand and be possessed of the said lease and term of years unto him granted as

69 aforesaid to the only use of the said John Digges, and without that that the said defendant, contrary to any trust and confidence reposed in him by the said Digges, did confederate

70 with the said Ralph Bott and Moyses Elliott to defraud, cozen and deceive the said Digges or Edmund Tylney mentioned in the said bill of the said lease and terms of years conveyed

71 and assured in this defendant in trust as aforesaid, and without that that the said defendant by confederacy and practice of the said Ralph [+&?] Moyses Elliott did contrive and

72 make divers secret and fraudulent conveyances of the said lease to and for any secret uses to defraud the said Digges and Tylney or any other of the lease, and without that

73 that the said defendant doth or may take the issues & profits of the said grounds during the residue of the said years to come and unexpired, and without that that

74 according to any such unlawful confederacy and practice the said Ralph Bott and Moyses Elliott have of late entered into the said parcel of land by colour of any such

75 supposed conveyance, [+and?] without that that any other matter or thing in the said bill material to be answered and before not sufficiently confessed & avoided, denied or traversed, is true, all

76 which matters this defendant is ready to aver as this honourable Court shall award, and prayeth from hence to be dismissed with his costs and charges in this behalf most wrongfully

77 sustained.

Leukenor Read(?)