

SUMMARY: The interrogatories and depositions below were taken in 1599 from thirteen witnesses in the case of Ruswell v. Earl of Oxford (see PRO C 2/Eliz/R8/29 for Judith Ruswell's bill of complaint and Oxford's answer in this case). At the trial Judith Ruswell's claim against Oxford for a debt of £1000 allegedly owed to her late husband was overthrown, and any debt which Oxford had owed the tailor William Ruswell was found to have been fully paid and discharged.

The most significant of the depositions would appear to be those of Morgan Allen and Peter Legate. Allen, servant to Peter Legate, says in his deposition that William Ruswell had assigned to Peter Legate the debt allegedly owed him by Oxford in satisfaction of debts which William Ruswell himself owed to Legate. Legate confirms this in his own deposition, and adds that Ruswell's books of account had 'remained many years' in Legate's custody. It thus seems likely that Peter Legate was the real instigator of the lawsuit by Ruswell's widow in 1598. In his answer to Judith Ruswell's bill of complaint, Oxford states that William Ruswell ran off, circa 1580, with materials of Oxford's worth £800 which had been given to Ruswell for the making of garments. If William Ruswell was capable of dishonestly running off with £800 of Oxford's goods, he was certainly capable of dishonestly assigning to Peter Legate a fictitious 'debt' allegedly due to him from Oxford in order to free himself from the debts which he himself owed to Legate. Legate says in his deposition that he attempted to collect the assigned debt from Oxford. In particular Legate alludes to a petition made by Judith Ruswell to Sir Christopher Hatton (d.1591) many years earlier, at a time at which Legate says he was Hatton's servant, and provides details of an alleged settlement reached with Oxford of which he was the beneficiary, not Judith Ruswell. Legate says that this settlement ultimately fell through, and it thus seems not unlikely that after William Ruswell's death Legate again persuaded Judith Ruswell to take the initiative in pursuing Oxford for the alleged debt on the understanding that Legate would receive a large share of whatever Judith Ruswell was able to mulct from Oxford. That there was collusion between Judith Ruswell and Legate is also indicated by the fact that Judith Ruswell had no legal ground to sue on a debt which her late husband had assigned to Legate. Legate should thus have been vigorously disputing Judith Ruswell's claim on the ground that he was the only person with the legal right to sue Oxford for the debt in question. The fact that Legate did not do so, and that he supported Judith Ruswell's suit, suggests that Legate was the real instigator of the suit and that the two were in collusion. As an impoverished widow, Judith Ruswell could sue in forma pauperis whereas had Legate sued Oxford, as he himself says in his deposition, it would have been very expensive ('chargeable').

Interrogatories to be ministered to witnesses to be produced on the part and behalf of Judith Ruswell, widow, complainant, against the right honourable Edward, the now Earl of Oxon, defendant.

1. Inprimis, do you know the parties, plainant and the defendant, and did you know William Ruswell, tailor, the plainant's late husband, deceased? Was not the said Ruswell

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accounted to be of good credit, and might have taken up wares largely upon his credit within the city of London?

2. Item, do you know that the plainant's said late husband was servant and tailor to the defendant, and took up upon his credit silks, silver and gold lace, and other wares and stuffs for the defendant by his order or appointment to the defendant's use, and how do you know the same, and of whom, and what wares and stuffs did he take up as aforesaid to your knowledge?

3. Item, was not the defendant indebted unto the plainant's said late husband for the making of his apparel and other of his servants which were made by the defendant's appointment, and for the said wares, silks, lace, and stuffs that was so taken up for the defendant & his use as aforesaid?

4. Item, did not the plainant's late husband set down the particulars of such things that the defendant stood indebted to him in any book or books, and were you at any time sent or appointed by the defendant to see, view, or peruse the said books and the particulars therein, and to rate and allow the same for the defendant as his debt under your hand? If yea, then what book or books did you so rate and allow the sums thereof, and how much did the same amount unto that you so allowed under your hand, and did you make the defendant privy after Ruswell what sums you had rated and allowed? Did he not then like and allow thereof with an intent to pay the same or that the same should be paid as a due debt, and are not the particular debts of the said defendant in this book now showed unto you at your examination allowed by you to be the defendant's due debt, and is not this your name and handwriting that is to the said book so by you rated, cast up, & allowed for due debt to the plainant's late husband, & by what means did you rate & allow the same, & did not the defendant promise payment of £500, yea or no?

5. Item, what other books or debt had the said complainant's late husband as owing him by the defendant, and are not these books also and the particulars therein due debt, and were owing by the defendant to the said Ruswell, deceased, as you think in your conscience? What is the sum that you allowed, and is the same or any part contained in either of the said books sithence paid, as you think in your conscience, and doth not the same remain still as due debt to the plainant as administrator to her late husband, yea or no?

Morgan Allen of the parish of St. Dunstan in Fleet Street, London, draper, aged 35 years or thereabouts, sworn and examined the 27 of October in the year aforesaid [=27 October 1599], deposeth:

1 That he knoweth Judith Ruswell, widow, the complainant, and the right honourable Edward, Earl of Oxford, the defendant, and he did know William Ruswell, deceased, the complainant's late husband, who about four or five years before his death was of reasonable good credit here in the city of London, and might and did take up wares upon

his credit of divers (as he hath heard), and he remembereth that he did then take up cloth and silk, lace, and such other commodities of Peter Legate, this deponent's master, to good round sums at several times.

2 That he remembereth that the said William Ruswell was the defendant's tailor and servant, and that he took up cloth, lace, and buttons and some other things for the defendant's use, but further he cannot depose.

3, 4, 5 That he cannot say anything of any certainty thereunto, for he, this deponent, was never appointed to peruse these books mentioning the defendant's debts unto the said William Ruswell now showed to him at the time of this his examination, howbeit he saith that the said Ruswell, being indebted unto the said Peter Legate for wares taken up of him, did set over unto him the defendant's debt contained in these books, which how duly it was claimed by the said Ruswell he knoweth not, but he thinketh that the defendant hath not discharged any part of it, for the said Peter Legate was an earnest suitor unto his Lordship to have the said debt satisfied in some reasonable sort, and had the books left with him for that purpose, but could never get any payment by that means towards the discharge of the [+said] Ruswell's debt claimed in those books for anything he knoweth or hath heard, and more he cannot say to these interrogatories of any certain knowledge.

Morgan Allen

Israel Amice of Cheshunt in the county of Hertfordshire, gentleman, aged 56 years or thereabouts, sworn and examined the 14 of May in the year aforesaid [=14 May 1599].

1 That he very well knoweth the parties, the complainant and the defendant, and did know William Ruswell, deceased, the complainant's husband, but whether he could have taken or did take any wares upon his credit or not, he knoweth not.

3, 2 That he remembereth that the said William Ruswell was the defendant's tailor, and he hath heard him say that the defendant was indebted unto him for the making of some apparel for his Lordship and for some of his servants by his Lordship's appointment, and he did often very earnestly speak unto this deponent to move the defendant for the payment of his debt, but how much the defendant ought him upon those or any other occasions he knoweth not, nor more can say to these interrogatories.

4, 5 He can say nothing, for the debts that grew due from the defendant to the said William Ruswell were before the time that this deponent became the defendant's servant, and this deponent never made nor meddled in the accounts of those debts.

Israel Amice

Ex parte Judith Ruswell vid{ua} com{plainant} versus prenobilem Edwardum Comitem Oxon{ie} def{endant}.

Nicholas Bleake of Ware in the county of Hertfordshire, yeoman, of the age of 57 years or thereabouts, sworn & examined the first day of Februarij Anno 41 Elizabethae Regine [=1 February 1599] saith:

1 That he doth know Judith Ruswell, widow, the complainant, and the right honourable the Earl of Oxford, the defendant, and did very well know William Ruswell, the plainant's late husband, deceased, who about seventeen or eighteen years ago was accounted to be in reasonable good credit, & might, as he verily thinketh, have taken up upon his credit in London wares to a reasonable good round sum of money.

2 That he doth know that the plainant's said late husband was servant and tailor to the said defendant, but that he did take up upon his credit silks, silver and gold lace, and other wares & stuffs for the defendant's use by his appointment is more than this deponent knoweth or hath been made acquainted withal.

3 That he thinketh the defendant was indebted unto the plainant's said husband about the time aforesaid for the making of apparel for the defendant & for some of his servants that was made by the defendant's appointment, and more he cannot say to this interrogatory.

4 That about seventeen or eighteen years ago the defendant delivered unto this deponent, being then his servant, a book (which as it seemed was a book of particulars of certain things that the plainant's said husband had set down to be owing to him for by the defendant, as chiefly for making of the defendant's and some of his servants' apparel), and that book was delivered unto him, this deponent, to view and peruse and to cast up what the total of the particulars thereof did come unto, which he accordingly did, and afterwards set his hand thereunto, and saith that the book of particulars now showed unto him at the time of this his examination is the same book, as he verily thinketh, that was delivered unto him by the defendant about the time and for the intent aforesaid, and he is the rather induced so to think because he findeth his name subscribed thereunto, which he confesseth is of his own hand, and for that also he findeth & seeth in the margents & other places of the same book divers notes & remembrances of his own handwriting, by which book it appeareth, by this deponent's summing up of the particulars, that the total came unto £809 3s 2d or thereabouts, whereof the said Ruswell acknowledged himself to have received at & before that time at the hands of William Walters, gentleman, then also servant to the defendant, the sum of £300 6s, whereof this deponent made a note or memorandum in the said book as by the same may appear, whereunto for more certainty he referreth himself, and saith further that the said complainant's husband about some three weeks, as he remembereth, after the delivery of the same book to this deponent as aforesaid, did come to this deponent in the defendant's name, and fetched it from him, and as he thinketh did tell this deponent that he then should have money of the defendant, but this deponent to his best remembrance did not make the defendant privy nor acquainted what the said particulars did amount unto, neither did the defendant ever demand the same to his remembrance, and therefore he cannot say anything touching his

like or dislike thereof, neither doth he know of any promise made by the defendant for the payment of five hundred pounds as is supposed by the interrogatory, nor more can depose thereunto.

5 That more than the said book of debt now showed him whereat he seeth his hand, he doth not know that the plainant's husband had any book containing debts owing him by the defendant, and more than as is aforesaid he cannot directly answer to this interrogatory until such time as he shall have perused certain accounts which he hath the copies of, which were for certain moneys paid by the said William Walters for the defendant as his debt.

N. Bleake

Anthony Browne of the town of Northampton, tailor, aged 50 years or thereabouts, sworn and examined the 6 of June in the year aforesaid [=6 June 1599], deposeth, etc.

1, 2, 3, 4, 5 That he very well knoweth the parties, the complainant and the defendant, and did well know William Ruswell, deceased, the complainant's late husband, tailor and servant to the defendant, for this deponent about 18 or 20 years since wrought as a journeyman under the said William Ruswell, who at that time was accounted to be of very good credit in the city and might have taken up wares very largely upon his credit, and did many times take upon his own credit silks, gold and silver lace, all manner of linings, and other stuffs for the defendant, & for his silks he went for the most part to Mr Skinner's and to one Mr Phipps, and one Anthony Bate's hard by St. Martins for gold lace and buttons and such things, and for linings and linen cloth he fetched them for the most part at one Maynard's, and his woollen cloth at Mr Peter Legate's by St. Dunstan's Church in Fleet Street, and he saith that the defendant did sometimes pay the said William Ruswell an hundred pounds at a time, and sometimes more and sometimes less, in discharge of part of the debt which he had in such sort as is aforesaid taken up for his Lordship, and he remembereth well that the defendant was indebted unto the said William Ruswell for the making of some of his own apparel and for the making of very much apparel and livery for divers of the defendant's servants, especially his boys and pages and some others, both at tiltings and other times, and as the defendant grew into his debt he did cause the same to be set down in a book, as also what sum of money he received at any time of the defendant in part of payment or discharge of that debt, wherein he verily thinketh that the said William Ruswell dealt truly and honestly, for he never gave this deponent cause to think the contrary, but how much the defendant ought him in clear debt at any time this deponent knoweth not, more than this, that about such time as this deponent left the said William Ruswell's work, he heard it often reported, and reported by the said William Ruswell and some of his servants, that the defendant was in the said William Ruswell's clear debt (over and above such sums of money as he had caused to be paid him) the sum of six or seven hundred pounds or thereabouts, as he remembereth, and more in effect he cannot say to the said interrogatories, for touching the books now showed unto him at the time of his examination he saith that he for his

own part never meddled nor made with them, neither knoweth what order was taken by the defendant with Mr Bleake or any of his officers for the summing up or allowance of them, nor how much hath been paid or discharged by the defendant or by his appointment, or how much remaineth unpaid.

Anthony Browne

Michael Grigg of the parish of St. Gregory in Paul's Churchyard, London, tailor, aged 46 years or thereabouts, sworn and examined the 21 day of April in the year aforesaid [=21 April 1599], deposeth:

1 That he knoweth the parties, the complainant and the defendant, and he did know William Ruswell, deceased, the complainant's late husband, but for his credit or ability, what it was this deponent can say little.

3 2 That he remembereth that the said William Ruswell was the defendant's servant and tailor, but further he cannot depose of his own knowledge, saving by the report of the said William Ruswell himself, who hath affirmed and showed this deponent by his books of accounts that he had taken up wares and stuffs upon his own credit for the defendant and by his appointment, for the particularities whereof he referreth himself to the said books of accounts wherein it appeareth that the defendant was indebted unto him both for making of apparel for the defendant and his servants, and for some stuffs also which he had taken up of his credit.

4 5 That he can say little certain or material to these interrogatories more than this, that he verily thinketh in his conscience that in the book of the said William Ruswell's accounts and reckonings now showed to him at the time of this his examination there are many debts which are due to the complainant in equity to be allowed, and do yet remain undischarged for anything he knoweth or can conjecture.

Per me, Michael Grigg

Mary Howson, wife of James Howson of the parish of St. Clement Danes without Temple Bar, London, saddler, aged 65 years or thereabouts, sworn and examined the 6 of June in the year aforesaid [=June 6, 1599].

2, 1 That she knoweth the parties, the complainant and the defendant, and she did well know William Ruswell, the complainant's late husband, deceased, and she remembereth that he was of very good credit and account for a time, and kept a dozen or 16 men at work, and might have taken up wares upon his credit in this city and was servant and tailor to the defendant, and Maynard Buckway, this deponent's former husband, being then the said William Ruswell's neighbour, and keeping a linen-drapers shop, did give

him credit divers times for such wares as he sold, as all kinds of linen cloth, Holland, and canvas, and as she taketh it, the same was all taken up for the defendant and for his use, and the said William Ruswell paid this deponent's husband very truly and honestly from time to time till at the last he brake, and left himself £64 in this deponent's husband's debt for such wares so taken up as is aforesaid, but what wares or other stuff he took up of other men in the city she knoweth not.

3, 4, 5 She can say nothing certain or material, nor more deposeth in this matter.

Mary

Peter Legate of Aveley in the county of Essex, gentleman, aged 46 years or thereabouts, sworn and examined the 25 of April in the year aforesaid [=25 April 1599], deposeth, 1. interrogatory,

1 That he knoweth Judith Ruswell, widow, the complainant, and the right honourable Edward, Earl of Oxenford, the defendant, and he did know William Ruswell, deceased, the complainant's late husband, whom he knew to be of very good credit, and about 18 or twenty years since might have taken up wares very largely in this city upon his own credit.

2 That the said William Ruswell was servant and tailor to the defendant, and used for a long time to take up upon his credit silks, cloth, lace, and other wares for the defendant and by the defendant's appointment, and he hath credibly heard and partly knoweth that the said William Ruswell did take up wares and stuffs in that sort to a very great value of divers men in the city, and he knoweth that he took up of this deponent at several times cloth and other wares to the value of five or six hundred pounds and kept troth and paid him honestly and truly till at the last he became some threescore pounds or an hundred marks in this deponent's debt and left it unsatisfied.

3 That there is no doubt but that the defendant was very much in the said William Ruswell's debt both for making of apparel for his Lordship and some of his servants, and for the stuffs themselves which many times the said William Ruswell took up on his credit.

4 That he remembereth that the said William Ruswell did cause to be set down in books of accounts all such things for the most part as the defendant stood indebted to him for, and he saith that after the book of account now showed unto him at the time of his examination was by his Lordship's appointment audited by one Nicholas Bleake, one of his Lordship's officers, and thereupon a remainder of a debt allowed to the sum of five hundred and eight pounds seventeen shillings and two pence, as may appear upon the foot of the same account in the said book firmed with the handwriting of the said Nicholas Bleake, this deponent was dealt withal to have had the said debt of £508 and odd money set over unto him, and thereupon when he understood by the said Nicholas

Bleake, and Mr Walters, and other of his Lordship's servants that the same was a very good debt, this deponent at my late Lord Treasurer's house in the Strand had some speech with the defendant touching the said debt where his Lordship did acknowledge the debt, and told this deponent that he should be paid it by his officers, and withal willed this deponent to be good to Ruswell, and promised that this deponent should not lose a groat by him, and he remembereth the same by a very good token, for this deponent having a little before provided white cloth for his Lordship's liveries by his own appointment which his Lordship afterwards fancied not, he caused Mr Bishop, one of his servants, to give this deponent at the same time six pounds for a reward to take the white cloths again and to let him have some other sort of cloth, and more saith not to this interrogatory.

5 That after the auditing and allowing of the said debt of 500 and odd pounds, his Lordship grew further into the said William Ruswell's debt, and the same as he verily thinketh are duly set down in these other books of the said Ruswell's accounts now showed to him at this his examination, for this deponent was privy to a great part of them how they did grow, as for silk, lace, and cloth which are therein set down and which he sold to Ruswell, and he hath heard the defendant acknowledge a great part of them, and he is persuaded in his conscience that neither the said debt of the said five hundred odd pounds nor the other debts remaining in those books of accounts are in any part discharged, for they were shortly after they grew due set over to this deponent, and the books remained many years in his custody to the end that if he should receive any money upon them, which he never could, he might satisfy himself and other the said William Ruswell's creditors as far as the moneys so received would extend unto, and since at the earnest request of the complainant he hath redelivered the same books unto her, being executor or administrator to her husband, to see if she might recover the said debts towards her relief, which this deponent did not nor went about to do by any violent or chargeable course in suits of law more than this, that upon petition made by the now complainant [=Judith Ruswell] to the right honourable Sir Christopher Hatton, late Lord Chancellor of England, this deponent's lord and master, it was dealt & proceeded in to some good points of forwardness that the defendant should sell a lease of the manor of Aveley aforesaid, and should have accepted the said debts to the value of seven hundred and odd pounds, as he remembereth, in part of payment, and the rest to be paid him in money, and thereupon an hundred pounds was lent unto him for a long time without allowance for it, yet afterward that bargain brake off and never took effect.

Peter Legate

John Lyly of London, esquire, of the age of 44 years or thereabouts, sworn and examined the 28<sup>th</sup> of April anno presenti [=28 April 1599], saith:

1 That he doth know the parties, complainant and defendant, and did know William Ruswell, the plainant's late husband, in his lifetime, which Ruswell he saith was accounted an honest man, but what his credit was in London, or what wares he might there have taken up upon his credit, this deponent knoweth not.



2 That he doth know that the said William Ruswell was servant and tailor unto the defendant, but that he took up on his credit to the defendant's use or by the defendant's appointment silks, silver & gold lace, and other wares, as by the interrogatory seemeth to be supposed, is more than this deponent knoweth or ever was made acquainted withal.

3 That he cannot depose more than he hath heard the complainant and her said late husband say that the defendant was indebted unto him for making of his apparel and apparel for some of the defendant's servants which was made by his appointment.

4-5 That he knoweth not whether the said complainant's husband kept any book or books of the things which the defendant ought him money for, only he remembereth that he hath seen in the said Ruswell's own house lying a book wherein the said Ruswell, as himself said, had set down the debt which the defendant ought him, but this deponent never opened the book nor knoweth what was the contents thereof, and further to these interrogatories he cannot depose for he was not at any time appointed by the defendant to see or peruse any of the said Ruswell's books nor allow any of them nor anything therein contained to be the defendant's debt, but he remembereth that when he, this deponent, at the plainant's request hath spoken to the defendant for money claimed by her to be by him due, he, the defendant, hath denied that he ought her anything.

John Lyly

William Milles of the parish of St. Clement without Temple Bar, London, tailor, aged 48 years or thereabouts, sworn and examined the 15 day of June in the year aforesaid [=15 June 1599], deposeth:

3, 2, 1 That he very well knoweth the complainant and the defendant, and did know William Ruswell, deceased, the complainant's late husband, for this deponent was sometimes his servant, and he remembereth that the said William Ruswell, being servant and tailor unto the defendant, might in those days and did very often take up divers things upon credit, as gold lace, silks, linings, and other stuffs from time to time to the use of the defendant and some of her [sic?] servants of Mr Skinner, Mr Stone, Mr Legate, Mr Minars, and others, and that the defendant was said to be very much in the said William Ruswell's debt for making of apparel for his Lordship's own use and for some of his servants, and he hath often heard the said William Ruswell complain and grieve much that he could not get the defendant to satisfy him his debt, and that for want of the money which the defendant ought him he was constrained to let divers be unpaid to whom he was indebted, but how much the debt was which the defendant ought him he remembereth not, nor more can say in this matter.

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Endorsed: p. 1: Ruswell vid{ua} contra Edwardum Comitem Ox{onie} in forma pauperis; Nicholas Bleake; hadd 41 Eliz{abethe} R{egin}e

Bennett Salter of Cullumpton in the com. of Devon, hosier, of the age of 39 years or thereabouts, sworn and examined the 27 day of March Anno Regni Regine Elizabethe xljmo [=27 March 1599] deposeth & saith:

1. To the first interrogatory, that he doth very well know Judith Ruswell, widow, now complainant, and the right honourable the now Earl of Oxon, defendant, and did also very well know William Ruswell, the plainant's late husband, deceased, whose servant & apprentice this deponent sometimes was hard anear three years together [=1576-9], in which time the said William Ruswell, being the defendant's tailor & master of his wardrobe (being at what time the defendant was, as this deponent termeth it, in the chiefest of his royalty), the said William Ruswell, he saith, was then in that time accounted to be of very good credit, & so known to be, & might in that time have taken up wares largely upon his credit within the city of London.

2. That he very well knoweth that the said William Ruswell in the foresaid time that this deponent so served him was servant and tailor to the said defendant, and at some certain times did upon his own credit take up silks & silver and gold lace & other wares and stuffs as broadcloth & Holland & canvas for linings & such things for the said defendant & to his the defendant's use by his order & appointment, which woollen or broadcloth was taken up for the most part of one Peter Hardcastle, a woollen-draper then dwelling in Fleet Street, & sometimes of one Mr Dunscombe, a woollen-draper then dwelling in Watling Street at the sign of the bottle, and the linen linings were taken up of one Maynard, a linen-draper then dwelling in the Strand with whom the said William Ruswell struck his bills for some part of the same because for those things the defendant's credit never stood for it, and he saith he knoweth this to be true for because this deponent did fetch most of the said stuffs himself, & had order thereunto & for things of much more value at that time from & under the said William Ruswell, whose book of reckonings this deponent then kept so simply as he could, and saith that in the latter time of this deponent's being servant to the said William Ruswell, he, the said William Ruswell attending on the defendant at her Majesty's Court, this deponent was employed the more under him for fetching & taking up of wares & stuffs such as aforesaid for the defendant's use here in London, and such was this deponent's credit at that time as servant to the said William Ruswell because of the great doings & makings of apparel that the said William Ruswell then had for and under the said defendant as that this deponent, coming in his then master the said William Ruswell's name, might have taken up wares if he would a thousand pounds' worth at a time of divers & sundry persons who then had the said William Ruswell to their customer, as there be them yet alive in London who he saith can witness as much, but he saith these things so taken up upon the credit of the said William Ruswell were not a quarter nor half quarter of the value of those garments which the said William Ruswell made for the said defendant's use, for he saith that for garments of greatest place the wares & stuffs that went thereunto were taken up by direction of Mr Walters, the defendant's purse-bearer, & the said William Ruswell

together, by whose directions this deponent did fetch most of those things, and for such wares so taken up this deponent had an account of three thousand & odd pounds to make for Alderman Skinner, then but Mr Skinner, of whom those wares were taken up, and for 17 hundred & odd pounds more then due by the defendant & upon the defendant's account to one Mr Phipps of St. Martin's for wares fetched & taken up by this deponent by direction as aforesaid.

3. That when he departed from the service of the said William Ruswell, which was about 20 years ago [=1579], he, this deponent, did find by making out a bill out of the said William Ruswell's great book of the particulars of the debt then owing by the defendant to the said William Ruswell that the said defendant was then indebted eight hundred & odd pounds to the said William Ruswell for making of garments for the said defendant & his followers by the defendant's appointment, & for linen linings & things that went to the making of the same garments, and for broadcloth & such other wares, stuffs, & necessaries aforesaid that the said William Ruswell took up upon his own credit for the defendant's use & by the defendant's appointment.

4. That the said William Ruswell from time to time as he made any garments or fetched any wares or stuffs for the same garments for the defendant's use during the said time of this deponent's dwelling with him did set or cause to be set down into a great book which he kept for that purpose the particulars of the same garments, stuffs, & wares, and made the defendant therein debtor for the same, and all or most of those particulars were made & set down by this deponent by direction of the said William Ruswell, who appointed this deponent to keep the same book & the accounts of those bills and the particulars thereof, & always did cause the said Mr Walters to see & view the same particulars from time to time after this deponent had entered the same into the said book to see whether this deponent had done the same right or no, and so still as such entries were made the said William Ruswell acquainted the said Mr Walters therewith & with all his doings that ways for that the said Walters was then all in all for & under the defendant to take charge of those accounts & reckonings, & ever as Mr Walters had seen & viewed the same entries he liked & allowed thereof as for the defendant's debt, but never put his hand thereto that this deponent can remember, and as touching the paper book now showed forth to him, this deponent, at his examination he saith that it is the very same bill or abstract of the particular debts so entered by this deponent into the said William Ruswell's great book & allowed of by the said Mr Walters for the defendant's debt, & was made & copied out by this deponent at his going away from his master the said William Ruswell as abovesaid, amounting to eight hundred & odd pounds as by the particulars appeareth, and as touching the defendant's being made acquainted with the same debt, he referreth himself to those that acquainted his Lordship therewith, being since this deponent went away from his master, for which cause himself can say nothing in it.

5. That the said William Ruswell had & kept in the said time that this deponent dwelt with him but only one great book (almost as big as a Bible) wherein the said William Ruswell made the defendant his debtor, and he saith that the bill & particulars thereof now showed forth to this deponent at his examination was, after it was written out by this

deponent, examined & compared by this deponent and another of his fellows with the said great book both in the parcels and the sums, and is in this deponent's conscience both a true bill or copy & also due debt owing by the defendant to the said William Ruswell, but what or how much thereof is received or paid since this deponent went from his said late master he doth not know, nor more saith etc.

Per me, Bennett Salter

Humphrey Style of the parish of St. Martin's in the Field near London, yeoman, aged 37 or thereabouts, sworn and examined the third day of April in the year aforesaid [=3 April 1599], deposeth, 1. interrogatory:

1 That he very well knoweth Judith Ruswell, widow, the complainant and the right honourable Edward, Earl of Oxford, the defendant, and he did very well know William Ruswell, tailor, deceased, the complainant's late husband, who about 20 years since was accounted to be of good credit here in the city, and might and did take up wares upon his credit of very great sums, as he hath credibly heard.

2 That the said William Ruswell was servant and tailor unto the defendant, and about seventeen years since [=1582] this deponent was servant unto the said William Ruswell, and continued with him by the space of a year or thereabouts, in which time the credit of the said William Ruswell was not such as it had been before, nether could he then take up wares of his credit as he had done in former times, but this deponent, dwelling in the same street before he came unto him, did often hear it reported and partly knoweth it to be true that the said William Ruswell having been a long time servant and tailor to the defendant, had for many years used from time to time to take up on his own credit of divers in the city silks, silver and gold lace, and other wares and stuffs for the defendant and by his appointment, but of whom those wares were taken up or what they were in particular he cannot depose, nor more saith to this interrogatory.

3 That the said William Ruswell (when this deponent dwelt with him, and of a long time before) did make apparel for the defendant, and liveries and other apparel for some of his servants, for the which he sometimes received some part of the money in hand, but what the defendant ought him for his workmanship or for the stuff which he had taken up of his credit for him he doth not certainly know, but he did often hear it credibly affirmed whilst he dwelt with him that the defendant was indebted unto him for making of apparel and for wares and stuff that he had taken upon his credit for him, the sum of £500 and above of very due debt which had not been paid or discharged.

5 4 That he remembereth that the said William Ruswell (though he could not write himself) yet he caused the debts which were owing to him by the defendant as they grew due to be set down in some book or books of writing with which this deponent meddled not, and for that cause he can say little or nothing to these 2 interrogatories, howbeit he hath heard that Nicholas Bleake, one of the defendant's officers, long before this

deponent's dwelling with the said William Ruswell was appointed by the defendant to peruse one of the said William Ruswell's books of account or debt books wherein he allowed (as it was said) £500 and odd to be due debt unto him from the defendant, and he saith that in one of the books of account now showed unto him at the time of this his examination, viz. the book of the last time, the most of the demands therein are for work which was done after this deponent's dwelling with him, and he knoweth that there were divers things wrought and made in that time by the said William Ruswell for the defendant which are not set down in that nor in any other book that he can perceive, for which how the said William Ruswell was paid or satisfied by the defendant he knoweth not, but the greatest part thereof is yet due and owing to the complainant for anything he knoweth or hath heard to the contrary, and this is as much as he can say to these interrogatories.

Humphrey Style

William Walter of Skenfreth in the county of Monmouth, gentleman, aged 50 years or thereabouts, sworn and examined the 8 of Maij Anno 41 Elizabthe [=8 May 1599].

1 That he knoweth the parties, the complainant and the defendant, and did very well know William Ruswell, the complainant's late husband, deceased, but he remembereth not that he was ever of any such credit as to take up any great store of wares upon his credit here in London.

2, 3 That the said William Ruswell was servant and tailor unto the defendant, and he is very well assured that the defendant was many times indebted unto him for the making of apparel for his Lordship and for some of his servants by his appointment, but for any stuffs that the defendant should owe him for more than canvas and linings and the like, he thinketh that the defendant ought him little or nothing.

4, 5 That the books of accounts now showed to him at the time of this his examination are such as this deponent never made nor meddled withal, neither can he say anything material to these interrogatories.

William Walter

Edwardus Hubbert iuratus 5o Iulij 1599 Mat' Cant'

Interrogatories to be ministered to witnesses to be produced on the part and behalf of Judith Ruswell, widow, complainant, against the right honourable Edward, the now Earl of Oxon, defendant.

1. Inprimis, do you know the parties, plainant and the defendant, and did you know William Ruswell, tailor, the plainant's late husband?

2. Item, do you know that the plainant's said late husband was servant and tailor to the defendant, and were not you officer to the said defendant in the year of Our Lord God 1580? If yea, was there not a book of reckonings or accounts casten up betwixt the said complainant's late husband and the defendant during the time you were and remained an officer with the said defendant? Was not the said book and the reckonings and accounts therein duly summed & cast by the defendant's officers, or by some of them, or by some other by the said defendant's appointment and consent? If yea, what sum or sums of money doth the said defendant appear by that book or by any other now showed you at the time of your examinations to be indebted to the plainant's late husband, deceased, and how much doth the said sums amount unto in the whole, and do you not think in your conscience that the same was a due debt to the said Ruswell and never yet paid or satisfied by the defendant, and had not you the perusing of the books of reckonings or accounts when they were summed and cast up, and did you not help to sum and cast them up, or were you not privy or acquainted with the doing thereof, or were you not so appointed by the defendant, yea or no?

3. Item, do you now know that one Nicholas Bleake was servant or officer to the defendant in the year of Our Lord God 1580 aforesaid? If yea, did not the said Bleake by the said defendant's appointment and commandment sum and cast up one book of reckoning and accounts between the plainant's said late husband and the defendant? How much doth the same amount unto by the said book so cast up by the said Bleake, and doth not the said sum so cast up by the book remain a true and due debt to the said plainant and not discharged by the defendant, as you think in your conscience, and is not this the book of accounts that is now showed you at the time of your examinations that was cast up by Bleake, and is not his name with his handwriting subscribed under the same? How do you know the same, and is not there the handwriting of the said Bleake to every side of the leaf of the same book, and Ex{aminatu}r and two letters for the said Nicholas Bleake's name?

4. Item, do you not know that the defendant was minded or did will or appoint that such sums of money as was due or owing by him to the said plainant's late husband should be paid? Did it not appear at any time what the same did amount unto? What was the reason the same was not paid? What is your uttermost knowledge hereof?

Endorsed: For Mr Hubbard only.

Edward Hubberd, esquire, one of the six clerks of this honourable court, aged 58 or thereabouts, sworn & examined the 6 of July Anno Elizabethe Regine [=6 July 1599].

1 That he knoweth the parties, plainant & defendant, & did know William Ruswell, deceased, the complainant's late husband.

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2 That the plainant's late husband was servant & tailor to the said defendant, & he, this deponent, was officer to the defendant before the time mentioned in the interrogatory, but he saith that about the time articulate, or very soon after, he came to be officer in this honourable court, & by reason thereof left off his employment or office under the said defendant, and he saith that long before the time spoken of in the interrogatory, viz., when th' Earl had licence to travel beyond the seas [=1575], this deponent made a collection of all th' Earl's debts, amongst which there was a debt of £50 or £60 then set down to be due to the said William Ruswell, as may well appear by the copy of the said book remaining in this deponent's custody whereunto he referreth himself, but for any other books, reckonings, accounts, or debts between the said defendant & the said Ruswell, this deponent can say nothing, for if any such were, they were long since this deponent gave up his dealings for the said defendant.

3 That Nicholas Bleake was servant to the defendant in the year of Our Lord God 1580, & more he cannot say to this interrogatory saving this, that the name of Nicholas Bleake subscribed to the end of one book of account showed forth unto him at the time of his examination, & also the particular sums subscribed to divers leaves of the said book, are of the said Nicolas Bleake's own handwriting, as he verily thinketh in his conscience.

4 That he can say nothing.

Edward Hubberd