

SUMMARY: The document below is a sworn statement dated 7 May 1594 by Oxford's servant, Barnaby Worthy, describing his efforts to amend his deposition given in Oxford's lawsuit filed in Chancery in 1593 against Roger Harlakenden (d.1603) and Richard Harlakenden for fraud in the sale of Colne Priory. For the deposition which Barnaby Worthy sought to amend, see TNA C 24/239/46. For the Lord Keeper's referral of the matter to the Master of the Rolls, dated 15 May 1594, see Huntington Library EL 5872. Although Barnaby Worthy is described in the latter document as 'unlearned', he was literate, as each page of the statement below is signed 'Barnabe Worthy'.

Iuratus(?) 7 Maij anno 1594

Barnaby Worthy deposeth that about a fortnight after his examination taken by Mr Nicholson, th' examiner, in the cause between the right honourable the Earl of Oxford and Roger Harlakenden et al, he repaired to the said Nicholson & desired to hear his examination read again unto him because he had affirmed some things which, calling himself better to remembrance, were untrue, and therefore he desired to have the same amended;

Whereupon after some speech passed between Mr Nicholson & him, the same Mr Nicholson did read his said former examination to the second interrogatory unto him, and in his deposition to the said second interrogatory where it was set down that he had heard that, amongst others, Edmund Felton named in the interrogatory was a mean unto the said Earl on the said defendant's behalf for the better effecting of his said suit, he desired the said Mr Nicholson that the same might be stricken out because he did not know it nor had ever heard it, and thereupon the said Mr Nicholson did strike out the same clause according to this examinant's request;

He further saith that upon the hearing of his former deposition to the 8th interrogatory being likewise read unto him by the said Mr Nicholson, perceiving that it was set down as hereafter followeth, viz., 'saving that he hath credibly heard that the said Felton had of the said Roger Harlakenden above £200 more in money for effecting of the said bargain', he did likewise desire the said Mr Nicholson to strike out that clause because in truth he did never hear any such credible report, and besides, upon calling himself to better remembrance, he did well know & remember that the same £200 was paid at Westminster to the said Earl's own use, and thereupon Mr Nicholson, at this deponent's request, did strike out the same clause likewise;

And touching the contents of all the residue of his deposition to the said 8th interrogatory as it is set down by the said Nicholson, this deponent saith that in truth he knoweth not anything nor can say anything by credible report or otherwise saving that the £52 was paid to Mr Felton, but for what cause or to what use he knoweth not, and thereupon moved Mr Nicholson to alter & reform it, whereunto Mr Nicholson answered he could not so do, for he might as well strike out the whole examination;

And he further saith that, as he remembereth, he did not affirm upon his former examination before Mr Nicholson that the £52 was paid for any such cause as is set down in his deposition to the said 8th interrogatory, neither did he use any such words of 'combining' between Harlakenden and Felton to deceive the Earl as is set down in the said deposition, for he knoweth not what the word 'combined' means, neither did he then speak any words of like effect, viz., that they conspired or confederated or practised or agreed to deceive the said Earl, or any like words, to his now remembrance;

He saith that the same day that he was examined by Mr Nicholson, & before his said examination, Mr Ivey [=Ive?], solicitor to the Earl of Oxford, did read to this examinant the interrogatory whereupon he was afterward examined, and before that time he did not know nor had heard whereupon he should be examined, nor did ever declare or tell to any person what he could testify or depose in that matter, saving that he did declare to the same Mr Ivey that he did know that the £52 was paid to Edmund Felton by Mr Harlakenden, but he did not tell him for what cause it was paid, for he saith he did not know for what cause it was paid;

He saith that about a week after he was examined by Mr Nicholson, he told one (blank) Prynce of Kingweston in Somersetshire that he had been examined as a witness for the Earl of Oxford in a cause between the said Earl & Mr Harlakenden, and thereupon (blank) Prynce said unto him it was good for him to take heed what he had done, and if he had said anything untruly, to cause it to be amended lest trouble might grow of it, and thereupon calling to remembrance the things before mentioned, he repaired to Mr Nicholson to have his examination altered & amended, but he denieth that he was moved or persuaded by Mr Harlakenden or by any for him or by his means to do so, or that anything hath been given or promised unto him for doing so, and he denieth also that he did utter or declare either to Mr Harlakenden or any of his counsel or to any of his solicitors or servants what he had deposed, being examined by Mr Nicholson as aforesaid;

He saith that when Mr Nicholson refused to alter the said deposition to the 8th interrogatory, he, the said Mr Nicholson, offered to go with this examinant to the Master of the Rolls touching the same, but this examinant understood not what it meant, and made no answer to it.

Endorsed:

Touching Nicholson, th' examination of Barnaby Worthy