

It yff any horse abide in any pasture over and above one day & one night then the owner of the same horse to paye after the rate of the whole weeke for so longe as he shall abide in the same pasture beinge as aforesaide	viiij ^d
Itm a load of Logg woodd w th cariage	iiij ^s vj ^d
Itm a C good fflagotts w th cariage	iiij ^s viij ^d
Itm iij of the same fflagotts in evye house	ij ^d
Itm a load of good brushe Bavens w th cariage	ij ^s vj ^d
Itm a vacant or empty Chamber or Stable by y ^e weeke	iiij ^d
Itm a C of good Oke borde beinge inch borde w th cariage	iiij ^d
Itm a C good Elme borde being inch borde w th cariage	iiij ^s vj ^d
Itm a Thousand Bricke w th cariage	x ^d
Itm a q̄t beste clarett Wine at the vintners	vij ^d
Itm a q̄t best Sacke at the Vintners	x ^d
Itm a q̄ter of Charcoles containing viij bussHELLS w th cariage	xiiij ^d

STAR CHAMBER PROCEEDINGS AGAINST THE EARL OF SUFFOLK AND
OTHERS.

THE following account of the proceedings in the Star Chamber in 1619 against Thomas Howard, Earl of Suffolk, the lord treasurer, the countess of Suffolk, and Sir John Bingley, I have copied from a manuscript volume to which I have been allowed access by the kindness of Henry John Pye, Esq., of Clifton Hall, near Tamworth. The book appears to be a kind of commonplace book in which various members of the Pye family entered from time to time extracts from books or pamphlets, copies of letters, and any other matters which seemed noteworthy in public affairs. Some of these entries are, I believe, in the handwriting of Sir Robert Pye of Faringford, who in July 1618 was made remembrancer of the exchequer and who died in 1662. Others are entered by his son Robert, who married Anne, the daughter of John Hampden, and who sat in the parliaments of 1654 and 1657 as member for Berkshire. He died in 1701. The commencement of the subjoined account appears to be in the handwriting of the elder Sir Robert and is continued and concluded by a clerk or secretary.

A. P. PERCEVAL KEEP.

In Camera Stellatâ coram Concilio ibidem decimo tertio die. Novembris Anno decimo Septimo Jacobi Regis. Presentibus Dño Caç. Angt Archiepo Cant, Duce Lenox, Ep̄o London, Marchõe Hamilton, Ep̄o Winton, Cofmte Pembroke, Dño Mountagu Capt. Justic. de Banco Regis, Dño Digby, Dño Hobart Capt. Justic. de Com̄ Banco, Thom. Edmonds Mil., Robto Naunton Mil. Secret Rs., Geo. Calvert Mil, Secret Rs., Fulc. Grevill Mil. Canc. Sc̄iij, Edw. Cooke Mil.

THIS day as also ten other sitting dayes this Terme were wholly spent in the solemne and deliberate hearing, discussing and sentencing of the

matters of complaint here exhibited by Sir Henry Yelverton K^t His Ma^{ties} Attorney Generall against the Right Hon^{ble} Thomas Earle of Suffolk late Lord High Trear of England, the Lady Katherine Countesse of Suffolk his wife and S^r John Bingley K^t writer of the tallies and counter tallies in his Ma^{ties} Reçpt of Excheq^r for and concerning divers misemploy^{mt} of his Ma^{ties} treasure and other miscarriages and misdemeanours ag^t the duty of these places & offices to the great disadvantage & dishonor of his Ma^{ty}: And for & concerning divers extortions briberies and oppressions to the wrong and injurys of his Ma^{ties} Sub^{ts} as in & by the information more at large is set forth. Upon the full & deliberate hearing of which cause & long time spent with great & mature deliberation in reading the proofes & weighing the arguments & allegations of both sides it appeared to this hon^{ble} court partly by the confessions of the defts themselves & partly by the deposicions of witnesses and other matters extant of record that whereas the King's most exelent Ma^{ty} out of his abundant grace and princely goodnes had bestowed upon the said Earle & Countesse as well great revenues in lands leases & otherwise as ample dignities offices & places of honor & other benefitts & favors and advanced the said Earle to the honor & great trust of a Privy Counselor of State & to the office of Lord High Trear of England whereupon he tooke the severall oathes incident to those places; and it also appeared that the said S^r John Bingley these ten yeares last past hath bin writer of the tallies as aforesaid; and all of them by speciall duty bound justly to serve his Ma^{ty} wthout doing causing or assenting unto any damage or disherison to his Ma^{ty} or oppression to his people, the said Earle & S^r John Bingley neverthesse contrary to their office and places, and both they and the said Countesse ag^t the bond of so great duty to so gracious a soveraigne have committed sundry exorbitant misdemeanors as is after more particularly mentioned. As namely whereas his Ma^{ty} out of his princely providence for the safety of his Kingdome did heretofore in the sixth yeare of his Ma^{ty}'s reigne make and direct to the Trear & Under trear of the Excheq^r for the time being a warrant dormant under his Highnes' privy seale for the issueing & payeing to the Lieutenant or Cheife officer of the office of Ordinance for the time being such summes of money monthly or quarterly for the payment of the officers clarkes and others there daily attending & for provisions monthly brought into the said office and other charges growing in the said office as by particular bookes of charge made in the said office & subscribed by the principall officers of the said office should appeare to be due not exceeding the sum of six thousand pounds in any one yeare; And whereas the said £8000 pr. ann was duly paid unto S^r Roger Dallison K^t and Bar^{ts} late Lieutenant of the Ordinance for diverse yeares before and untill 31 March An^o Dni 1614 the said S^r Roger Dallison did not (as he ought) with the said moneys by him received pay the officers & workmen for the provisions by them brought in and wages due whereupon they refused to worke or send in further provisions whereby the office of Ordinance became unfurnished & so consequently no bookes of charge could be made nor any money was to be issued out. Neverthesse the said Earle of Suffolk being then Lord Trear of England albeit the complaint of the workmen & others wanting their wages & dues was so generall & notorious as the said Earle could not be ignorant thereof yett

being ledd away more by his private affections to the said Dallison than by any care or regard of the service of such weight & importance to the state did give warrant for the issueing out of six thousand & six hundred pounds to the said S^r Roger Dallison noe bookes of charge being made up contrary to the express directions of the said privie seale in that point & after such warrant given did cause the said S^r John Bingley to draw up two severall orders the one for issueing of one thousand and five hundred pounds the other of six thousand pounds not onely to maintaine these payments but also to issue out nyne hundred pounds more and although the said S^r John Bingley then & before the orders made or the moneys issued out did informe the said Earle that there were no bookes of charges brought in as they ought to have been yett the said Earle willed him to draw up the said orders wich he did accordingly & therein untruely mencioned that the books of charges were brought in both wich orders the said Earle signed knowing them to be untrue as aforesaid & sent the same to the Chancellor of the Excheq^r who believing the bookes were brought in as was mencioned in the said orders wich he sawe subscribed by the Lord Trear the said M^r Chancellor being thereby misled did alsoe signe the same & hereupon the said S^r Roger Dallison being a man insolvent gott out of his Ma^{ty}'s treasure the sum of six thousand and five hundred pounds whereof two thousand and two hundred pounds were payd him long after he was out of his sayd office & noe parte thereof or very little was employed in the service of ordinance but to the payment of the said S^r Roger Dallison's private debt where through and with the somes that S^r Roger Dallison was in arreare before the said last day of March one thousand six hundred and fourteene the said Sir Roger Dallison after he was out of that office upon his Accompt appeareth to be indebted unto his Ma^{ty} in nyne thousand and nyne hundred pounds and above, wich his Ma^{ty}'s like to lose, he lying prisoner for it & maketh noe payment of the same. And moreover by reason hereof the said office of Ordinance lay long unfurnished & in great confusion & cannot yett be reduced to his former perfection to the great hazard of the state, all wich proceeded out of the willfull default of the said Earle in issueing the said money contrary to his express warrant & directions & contrary to his knowledge It further appeared to this hon^{ble} Court that whereas the King's Ma^{ty} having disbursed above fivety thousand pounds for reducing the Allome workes into his have and for settling the same did give warrant by privie seale unto the said Earle being Lord Trear & Sir Fulke Grevill K^t Chancellor of the Excheq^r to lett the same to ferme for his Ma^{ty}'s best advantage whereupon the said Earle & S^r Fulke Grevill contracted for the same with Sir Arthur Ingram, Martin Freeman and George Lowe that they in consideration of tenn thousand pounds more, to be disbursed by his Ma^{ty} for building of more houses & better furnishing & preparing the workes, should undertake for one & twenty yeares the managing of the said workes & to make & deliver to his Ma^{ty}'s use and profit the first yeare one thousand & eight hundred tunnes of Allom the second yeare one thousand & five hundred tunnes the third yeare one thousand & eight hundred tunnes & from thence one thousand & eight hundred tunnes yearly during the residue of the terme of one & twenty yeares his Ma^{ty} paying unto them for every tunne soe made the sum of tenn pounds & they likewise

contracted to pay for every tunn that should happen to want of one thousand yearly the somme of thirteen pounds & for every tunn that wanted of the number above one thousand five pound the tunn wich contract was put into articles in writing wich were sealed and delivered by the contractors who with one William Angell their surety entered into a bond of twelve thousand pounds to his Ma^y's use for the performance of the said articles in the third year of the said contract at which time they were to make the greatest & highest quantity & proporcion & these articles & bond were by the said Earle delivered into the custody of the said S^r John Bingley and his Ma^y accordingly disbursed the said sum of tenn thousand pounds to the said contractors but the said contractors performed not their contract for the first yeare wherein they should have delivered one thousand and two hundred tunns they failed to deliver five hundred and twenty six tunns of that quantity and of the one thousand & five hundred tunns to have been delivered the second yeare there wanted nine hundred & twenty five tunns wich being rated according to the said articles att thirteene pounds & five pounds the tunn respectively for every tunn wanting being no more than his Ma^y might have made thereof in cleare profit if the same had been delivered amounteth in those two yeares unto the somme of thirteen thousand two hundred & sixty three pounds or thereabout. To avoyd the payment whereof the said arbitrators wrought with the said Earle for the cancellacion of the said articles & bond Whereupon the said Earle of his own head, the Chancellor of the Exchequer who was joined with him by the privy seal and without whom he had noe power to make any contract for the said Allom works refusing to join with him, did nevertheless make a new contract with the said contractors touching the said Allom workes & did thereupon without any satisfaction of the said great arreares & without warrant cancel & deliver up the said first articles and bond being his Ma^y's security for the said money in arreare and soe did without warrant discharge the said contractors of the said some of thirteene thousand two hundred & sixty three pounds and the said Earle offering the said new contract to be confirmed by his Ma^y it appeared not by any proofs made that he did acquaint his Ma^y of the said arrears due for the said first two yeares as aforesaid And whereas it was alleged in extenuacion of the said Earle's fault that the said latter bargaine was more beneficiall than the former for that by the latter bargaine the said Earle had made provision for the venting of a good quantity of Allom for which noe provision was made by the former contract it evidently appeared that the benefitt of the latter contract did in no sorte countervayle the loss of such great arrears much lesse would it excuse so high a presumption as the cancelling of his Ma^y's assurances without warrant whereupon soe great an arreare depended It appears likewise to this Hon^{ble} Court that whereas Alderman Johnson was appointed to be his Ma^y's agent for the said Allom workes & that the matter was soe farr proceeded in that the said Johnson had caused articles to be drawn and delivered to the said Earle to the intent a booke might be past betweene his Ma^y and the said Johnson for settling the agencie S^r Francis Hildsey K^t gave to the said Countesse of Suffolk one thousand and five hundred pounds to procure the said agencie & also the carriages of the said Allom with an allowance of fortie shillings the tunn

to himself & others & soe farr proceeded by the favor & countenance of the said Earle that secretly & underhand a pattent was procured for the said agencie to others while the said Johnson conceived the articles by him delivered had been advising on & it appeared to this Court that if the course intended by the said Hildesley had proceeded it would have turned to his Ma^y's losse of two thousand pounds a yeare yet nevertheless when the said Johnson opposed the same the said S^r Francis Hildesley was countenanced therein by the said Earle as much as might be but afterwards a commission being awarded to the said Earle & divers other hon^{ble} persons to settle the said Allom business it then appearing that the course intended was very prejudiciall to his Ma^y the said agencie & carriages were taken away from the said Hildesley & others & settled in a more profitable course for his Ma^y, but when the aforesaid commission depended & that divers abuses of the said Allom workes were questioned the said Earle fearing lest the said money taken by the Countesse should come to light caused the most part of the said money to be restored back to the said Hildesley. And whereas there were great sommes of money to be paid out of his Ma^y's Excheq^r to William Turner & his partners for the said Allom workes the said Turner often sought for payment but could not have it till at length he had lent the said Countesse of Suffolke about two thousand pounds & was content to remit that debt unto her soe as she would procure him payment of twenty thousand pounds part of the said money from the farmers of the customs which being done the said Earle presently gave order for strikeing tallies upon the farmers of the customs for the said twenty thousand pounds who satisfied or secured the same to the said Turner and his partners. And whereas it was offered in extenuacion of the said Earle's fault that he procured three yeares [day] of payment for the said twenty thousand pounds and therein did good service to his Ma^y it appeared evidently by the record of the tallies that the said allegacion was untrue for that the tallies were stricken the third of March one thousand six hundred & fourteene upon the yeares rent beginning from December afore, and it alsoe appeared that when by reason of the afore mentioned commission the abuses touching the said Allom workes were brought in question & in examinacion & this matter among the rest likely to be discovered the said Countesse wrote severall letters to Michael Humfreys her servant wich letters were nowe read in Court being all written with the hand of the said Countesse by which it appeared that shee had offered Turner a bill to repay him againe to the end if he were put to his oath he might sweare he gave nothing & when the matter was ended hee should give her her bill againe & by the same letter required the said Humfreys to speake with the said Earle that Turner might not be put to his oath in any disgracefull manner and alsoe to make sure with Turner that if he came to his oath he should deny that he had given any thing It further appeared evidently to this Court that during the aforesaid commission the said Earle caused all or most part of the said twenty thousand pounds to be repaid to the said Turner but after the examinacion past the said Turner keeping the money contrary to expectacion the said Countesse in November 1616 sent to the said Turner & had from him five hundred pounds thereof againe but the matter coming to a re-examinacion

in July A.D. 1618 the said Countesse doubting it would at last be discovered caused Micheall Humphreys and one Bailes her servant to give the said Turner a bill of debt now read in Court for repayment of the said five hundred pounds & caused the same to be antedated & beare date in November 1616 and to be payable at Christmas 1616 as if the same had been made & sealed when the money was taken of the said Turner to the end that by the colour thereof the said Turner might upon his examination equivocate & say it was but lent It appeared likewise to this Honble Court that whereas his Ma^y with the advice of his Counsell did take order that special care should be taken in the disbursement of his Treasure that such payments as most neerely concerned the publique state should be first payd :—as for the Navie, for the Army in Ireland, the supplying of forts & garrisons, and the buying in of pençions—& divers soñes were appointed to those purposes & not to be converted to other uses & yett other payments to be neverthelesse made in convenient time yett contrary thereunto the said Earle Countesse & S^r John Bingley have divers times taken divers greate soñes of money out of his Ma^y's Treasure and imployed the same about their own or other private uses & made divers payments for their own gain & left those payments & disbursements undone for wich the said moneys were particularly assigned as namely in June 1616 there was three thousand pounds taken up by the said Earle and S^r John Bingley from Phillip Barlamachy of the money due to his Ma^y for the redemption of cautionary townes in the Lowe Countries & was by Privie Seale allotted part for the Navy part for the ordinance part for the service of Ireland & other his Ma^y's most needful occasions and employed the said three thousand pounds being his Ma^y's money towards repayment of the aforesaid mencioned soñes taken from Turner & S^r Francis Hildesley about the Allome workes thereby to hide & cover the corrupcions aforesaid & yett to coull^r the said employment the said Earle pretended & affirmed upon his oath that he took up the said soñes of three thousand pounds to buy in two pençions & arrearies thereof due by his Ma^y, one to the Lord Danvers, & the other to William Angell, whereas it appeareth that the first communicacion for buying of the aforesaid pençions grewe about a yeare after the taking up of the said money from Burlamachy & when bargains was concluded for the said pencions yett the said Earle suffered the same to breake off for wante of payment of the moneys agreed to be payd for the same but two yeares after the said money was received from Barlamachy when a Commⁿ of Inquarie for misimploying of his Ma^y's treasure was in execucon the said Earle to collour his doings therein did send back the same three thousand pounds to the said Barlamachy to be by him paid into the Excheq^r which was done accordingly In like manner there was in July 1617 two thousand pounds taken by the said Earle out of his Ma^y's treasure appointed for his Ma^y's service in Ireland for repayment whereof at Easter following a bill was given to the said S^r John Bingley who took upon him to stop the same bill that time but was not repaid in a good while after, whereby his Ma^y's service was hindered, and in the same July 1617 Michaell Humfreys the said Earle & Countesse's servant received another somme of one thousand pounds out of the money appointed for Irish services wich thousand pounds was not to be repaid but was given the said Countesse

by S^r John Bingley's means for a gratuity for the Irish affaires & converted to the Earle's occasions Alsoe there was detained and kept back from the Lord Ridgway late Trear att Warres in Ireland by the space of four months the some of four thousand pounds out of a parcell of Treasure allotted for the service of Ireland & two thousand and one hundred pounds at another time out of another parcell of treasure allotted for the same service And because the Lord Ridgway repyned thereat the said Earle was displeased and to the intent to obtayne better payment the said Lord Ridgway gave the severall gifts hereafter expressed Alsoe there being a tallye struck for payment of tenn thousand pounds to the army in Ireland w^{ch} money was to be paid by the Merchant Adventurers when the agent of the Treasurer at Warre came to receive the said money from the Company he found that the said S^r John Bingley had beforehand gotten nine hundred & sixty pounds thereof into his hands & kept the same to his own use four months while the army wanted it and soe it became an usuall thinge for the said Earle Countesse & S^r John Bingley to make use of the money appointed for the Irish services to serve their own turnes where through it came to passe that there was grievous complainte made for want of payment of the army in Ireland for it appeared to this Honble Court that in the year 1617 the Treasurer at Warre, with divers principall commanders and captaines there, were soe much grieved & troubled by the slowe unorderedly and evill payment of the moneys appointed for the service in Ireland that divers of them assembling together to advise of a meanes to procure better payment were content to abate two thousand pounds or two thousand and five hundred pounds yearly to be borne equally upon the army soe as they might have good payment of the residue and in the end concluded to present to the said Earle an annual payment of one thousand pounds by the yeare & two hundred pounds to S^r John Bingley to be allowed and defalked out of the money assigned for that service and accordingly bills were sent over for five hundred pounds to be allowed to the said Earle or Countesse & one hundred pounds for S^r John Bingley to be defalked out of the next half yeares payment w^{ch} were defalked accordingly & yette the payments nothing amended but the army kept in their former distresse for want of good payment It appeared alsoe to this Honble Court that besides the money assigned for Ireland the said Earle Countesse & Sir John Bingley did often times make use of other his Ma^{ty}'s moneys about their private occasion namely in December 1617 there being want of one thousand pounds to performe a corrupt contract w^{ch} the said Countesse had made with one Henshawe the said Henshawe pressinge to receive his money which the said Countesse had undertaken to pay, the sayd Bingley wrote a note to Michaell Humphreys that the Earle should command one thousand pounds out of the Receipt for a present service, which was accordingly performed & the money being delivered out of the Excheq^r was payed to the said Henshawe Alsoe the said Earle in September 1617 by his warrant caused fourty ponde to be taken out of the Receipt & to be delivered to Francis Carter who was employed about the building the Earle's stables att Charing Cross; & one hundred pound more another time was by the said Earle's appointment delivered out of the Receipt to the said Carter & employed about the Earle's buildings at Newmarkett. And it alsoe appeared that in May

1616 the said John Bingley got into his hands from Phillipp Barlimachy and Giles Vandeputt two severall sums of five hundred pounds apiece of his Ma^v's moneys due from the Cautionary towns, but had neither stricken tallies nor given any discharge unto them in the Receipt for the same neither is there any record to charge any other person therewith or to make manifest what is become of the sayd thousand pound: And whereas by the antient & settled course & orders used & kept in the receipt of his Ma^v's Excheq^r neither the Lord Trēar nor any other unless it be in case of his Ma^v's pleasure without special warrant by his Ma^y[s] greate seale or privie seale yett it appeared to the court that it hath been usuall with the said Earle & often times without him for the sayd S^r John Bingley of his owne authoritie without any urgent or pressing service of his Ma^v to command his Ma^y[s] treasure from the tellers of the Excheq^r, in whose charge the same is, without any privy seale or any warrantable directions, the tellers not daring to deny it, for that the said S^r John Bingley hath the directing of all the warrants to the tellers for issuing out of money soe as hee, by directing unprofitable warrant unto which of them he list, may take all the money from any of them to their disprofit whereof they stand in a kind of awe. Moreover it appeared that it is usuall with S^r John Bingley to cause the tellers of the Excheq^r to make out payments of money without orders, which have continued many yeares blank and unsupplied by w^{ch} meanes there hath been a great liberty for the said S^r John Bingley, or any whom he would pleasure, to make use of his Ma^v's moneys in the mean tyme; and many times he hath changed the entring of money w^{ch} att first was entered to be paid to one service and sett it upon another long after, many of which altera^cōs have been since the Commi[ssion] for Inquiries concerning his Ma^y[s] treasure, as namely there was in July 1615 three thousand pounds taken in allowance for the Master of the Warrants¹ w^{ch} was not paid unto him but was afterwards & after the said Commission of Inquiries transferred to other persons & services (viz) one thousand pounds upon an order of the last of March 1616 for his Ma^v's robes & two thousand pounds to S^r Baptist Hicke upon an order of Mar 1st 1616 grounded upon a privy seale obtained March 4th 1616 & not before, which was about twenty months after the money was issued. Alsoe there was one thousand pounds taken in allowance in September 1614 & sett upon the Trear of his Ma^v's Chamber w^{ch} he never receaved and therefore it was long afterwards transferred and sett upon the Trear of Ireland. And one thousand pounds paid out in July 1613 & then sett upon his Ma^v's navye and continued soe untill about a yeare past, when the matter being examined and the Treasurer of the Navie being called to his accompt, and denying the receipt thereof the said Sir John Bingley confessed the Trear of the Navie received it not but it should be removed & sett upon the Wardrobe, which he afterwards did. And four hundred pounds taken in allowance to S^r Gervas Elwis in February 1616 was not payd to him but S^r John Bingley received three hundred pounds thereof & hath since upon his owne noate without other order or direc^cōn taken it in allowance upon a privie seale of loane of the Earle of Salisbury, the other hundred pounds he changed to the Prince's cofferer. And fower hundred pounds

¹ ? Master of the Wardrobes.

delivered out in July 1615 for the Navie was by him afterwards changed to the old debt of Ireland whereof the said Sr John Bingley hath for many yeares past undertaken the managing. And one hundred & fifty pounds taken in allowance for the Gent penconers in September 1614 was by him transferred in September 1618 part upon debentors to Sr Richard Bingley & part on Gedeon de Lawne: And whereas five hundred pounds in August 1616 was sett upon Sr Richard Morrison K^t Lieutenant of the ordinance as part of the money due to the office of ordinance for provision brought into the said office & for wages due to the workmen there it appeared that the same was never payd to the said Sr Richard Morrison, but the same being money assigned for soe great a service soe nearly touching the safety & defence of the realme was by the appointment of the said Sr John Bingley paid to one Sexton for a debt supposed but not proved to be due by the said Sr Richard Morrison to Sr John Kinge in Ireland, & this was done without the privity or direcōn of the said Morrison, which this Court much misliked—that money assigned to such publique service should be soe unduely directed to the payment of a private debt of an officer albeit it had been proved a due debt, which was not; And divers other sum[s] of like nature have been either in such manner long after transferred or stand still blanke by means whereof and of the usage & power of the said Earle & Sr John Bingley to take out moneys without warrant or orders there is soe much disorder of late growne in the Excheq^r that it is almost impossible to charge accomp^tante[s] truly and exactly. It further appeared to this Honble Court that the said Earle whiles he was Lord Treasurer & the said Countesse his wife & Sr John Bingley have by collour of the office & places of the said Earle & Sr John Bingley unlawfully extorted exacted & taken from divers of his Ma^{tys} subjects diverse greate sum[s] of money for favor & furtherance touching the payment of such moneys as they were to receive from his Ma^{tys} & for other occasions incident to the severall places of the said Earle & Sr John Bingley as namely Sir Miles Fleetwood & others haveing annuitie[s] of five hundred marks payable out of the Excheq^r, whereof there was in arreare one thousand pounds & upwards for satisfaction whereof they had often sued but in vaine: the said Sir Miles Fleetwood & the rest contracted with Michaell Humphreys the Earle's servant to give the said Earle five hundred pounds for his favor to give way that the said annuity might be payd out of the Court of Warres whereupon the said Earle gave way thereto & the said five hundred pounds was paid & converted to the said Earle's use. And Henry Stapleford a purveyor beeing to receive out of the Excheq^r two thousand pounds to the intent to obteyne payment thereof, having beene long delayed, gave to Sr John Bingley, who dealt as a broaker for the said Countesse, & was used as an instrument to such purposes, two hundred & fifty pounds which he received from the sayd Sr John. and att another tyme being to receive another thousand pounds to the intent to obtain payment thereof gave another hundred pound to Sr Thomas Howard Sonn to the said Earle & Countesse & one hundred pound to Sr John Townesend who delivered over to the said Countesse or disposed it by her appointment. Likewise the L^d Ridgeway in August 1614 gave unto the said Countesse one hundred pound in gold & a cupp of gold of one hundred pound value & promised

to give yearly four hundred pounds (viz) two hundred pounds to the said Earle & two hundred pounds to the said Countesse and accordingly payd the same one yeare. All which was done & promised to procure orderly payment of the money payable for the armye in Ireland & to gain the favour of the said Earle being displeased with the said L^d Ridgeway for his repining at deteyning out of former payments the severall sum[s] of four thousand pounds & two thousand and one hundred pounds before mentioned. Likewise S^r Richard Wingfield K^t now Viscount Powerscourt & Marshall of Ireland beeing to receive seventeen hundred pounds for the entertainment of himselfe & severall companies of souldiers in Ireland gave to the said S^r John Bingley three hundred pounds to obtayne a payment of the said money which was performed and the said three hundred pounds delivered by Bingley to the said Countesse. And whereas S^r Henry Dockwray K^t now Trear at Warrs in the realme of Ireland was to receive from his Ma^{ty} two thousand pounds upon a privie seale given to S^r James Sandilands K^t and transferred to the said S^r Henry Dockwray, the said S^r Henry haveing beene delayed many yeares & could not obtayne payment although he offered to accept of one thousand & five hundred pounds for the whole debt: at last he being to goe for Ireland, by the meanes of the sayd S^r John Bingley gave to the said Countess two hundred pounds and another hundred pounds to S^r John Bingley & had two letters into Ireland one from the said Earle & another from the said S^r John Bingley for the receipt of one thousand and five hundred pounds and for keeping & deteyning the same to his owne use as part of the said two thousand pounds upon which letters he received the one thousand & five hundred pound & intended to have kept to his own use, but howsoever there was such warrant given touching the said one thousand & five hundred pounds yett the same one thousand & five hundred pounds contrary to the tenor of the said letters for which the said S^r Henry Dockwray had given the said sum was put upon the accompt of the army & the said S^r Henry Dockwray charged therewith as with money received for the army. And thereupon it being bruted amongst the army that S^r Henry Dockwray had received their pay he was enforced, to prevent a mutiny, to disburse the whole one thousand and five hundred pounds which he had received to his own use amongst the army, & the said S^r Henry Dockwray never had any other satisfaction by the means of the said Earle Countesse & S^r John Bingley. And whereas the said Earle was indebted to one John Cotton in five hundred pounds & one George Feriott was to receive a debt of tenn thousand pounds from his Ma^{ty} the said Feriott, upon an agreement with Humfreys the Earle's servant, caused the said debt of five hundred pounds to be secured to Cotton and thereby the said Earle's bond was discharged & he freed of the said debt of five hundred pounds to Cotton: And whereas Benjamin Henshaw was to receive great sum[s] of money from his Ma^{ty}, the said Henshaw by the meanes and mediacon of S^r John Bingley his brother in law contracted with the said Countesse that for tenn thousand pounds to be paid to the said Henshaw in hand or secured to be paid to him with interest he would discharge twelve thousand pounds of his debt & the two thousand pounds overplus should goe to the benefitt of the said Countess whereupon the said Henshaw procured his Ma^{ty} to be acquitted.

of twelve thousand pounds debt whereof the said Henshawe waived noe part; but tallies for twelve hundred pounds being leavyed upon the farmers of the Custome, the whole money from the said farmers was paid and disposed to the use of the said Earle & upon his occasions & in lieu thereof the said Henshawe received from the Countesse three thousand pounds in money and security by the Lord William Howard's bond for seventy thousand pounds whereof one thousand pounds was afterwards paid with his Ma^{ty}'s money taken out of the receipt by warrant of the said Earle for a pressing service as is aforemencioned. Alsoe John Huld being to receive a debt of fower thousand pounds was long delayed & by such delay forced to give the said Countesse fower hundred pounds which he payd to the said Sir John Bingley for the said Countesse before he received the fower thousand pounds, but afterwards when Huld was to be examined for the same upon the Commission of Enquire the same Countesse sent backe the said fower hundred pounds to the said Huld to the intent that if he were questioned thereof by the Commissioners he should sweare that he gave it not but that he offered it and that was refused. Alsoe Sir John Spillman K^t being to receive three thousand pounds out of the Excheq^r the said Earle borrowed one thousand pounds thereof upon the bond of the said Earle & the Lord Walden but the money being not paid & S^r John Spillman often demanding his money was put of by the Countesse upon pretence that the Earle being Lord Treasurer should doe him a greater favour & procure him a suite from his Ma^{ty} whereupon the s^d S^r John Spillman delivered the s^d bond to the s^d S^r John Bingley with this caution that he should not deliver it up but upon payment of the money or a valluable suite obtained; but the said Bingley having gott the said bond did deliver it up to the Countesse and the s^d Spillman could never obtaine his money nor yett the bond nor any recompense therefore by any suite or otherwise. And one Gray having obtained a reference from his Ma^{ty} to the said Earl touching a grante of certaine concealed lands to be made by his Ma^{ty} to the s^d Gray, the said Gray gave for the said Earl's favour therein five hundred pounds part whereof was paid to Sir John Townesende whoe disposed it by appointment of the said Countesse and the residue was allowed to the Earl upon accompt with S^r Nicholas Salter. And whereas S^r David Murray K^t in the year 1617 was to receive three thousand pounds upon a privy seale & often resorted to the said Earle to have the same the said Earle given at first faire words and promises did neverthelesse put him of with many delaies; and at last gave him such answer as the s^d S^r David Murray beinge hopelesse to receive his money was enforced for two thousand pounds to sell the said privy seale of three thousand pounds to S^r Arthur Ingram K^t, who dealt therein for the said Countesse & by her direction, whereupon the said Earle speedily made a warrant for payment of the whole three thousand pounds. And whereas the said Earl before he was Lord Treasurer had borrowed of the farmers of the Customes the sum of ten thousand pounds & had made them a lease of certain of his lands in Oswestry in the county of Salop for their security, afterwards when the said Earle came to be Lord Trēr, the said farmers sent the said Earle a new yeares gift of five hundred pounds but the same was rejected as not enough & then they were dealt with all on the behalfe of the said Earle

and Countesse to allowe & give unto the said Earle a yearly summe of five & twenty hundred pounds out of the customs over & above the rent & farm to His Ma^{ty}, which the farmers refusing, they were pressed to give two thousand pounds yearly; and that being also denyed, very indirect courses were used to enforce them thereunto, for not only the saide Earle withdrew his countenance & favour from them in the despatch of their business but also the said Countesse pretending that the said Earle was to use the said lease, made unto them for their security as aforesaid, at a tryall or some like occasion, gott the said lease from the said farmers upon promise that it should either be delivered again or else they should have other good security for their money but the lease being delivered to the said Countesse was cancelled, & noe other security would be given for the said money, but the said Earle utterly refused to give them any newe security & at last the farmers, to avoid the Earle's displeasure & such inconveniens as they might fall into, were content & did agree to allowe him fiveteene hundred pounds yearly for seven years if he should soe long continue Lord Trer, and they contynue the farme of the Customes, to be defalked out of the said debt of ten thousand pounds & the interest to be due for the same. Moreover whereas the said Earle had much opposed himself against the Merchant Adventurers of the old Company yet after findinge that it was his Ma^{ty}'s pleasure to restore them to there trade, the said Earle himselfe received of them from the hands of Mr. Towerson then deputy thirty three hundred pounds in gold for his favour & to the intent that he should not oppose against them. Alsoe the said Earle received of Sr Miles Fleetwood Receiver of the Court of Ward^{es} & Liveries the summe of one hundred pounds which was given for the favour of the said Earle, & to the intent he should not press the s^d Sr Miles to pay such moneys as came to his hands, unto the said Earle, or by his assignement, but suffer them to be paid as in former tymes upon such privy seales as his Ma^{ty} should appoint, & because the said Earle began to press him in that kind the s^d Sr Miles fearinge his Lordship would be too great for him did send him one thousand & one pounds to work his peace. And also Peter Bland gave the said Countesse a debt of eighty three pounds & six shillings & eightpence to be remitted & spared from the loane of five hundred pounds which he, as other citizens did, should have lent his Ma^{ty}: And William Lewis paid to the Earles' use two hundred & tenn pounds for a confirmation of certaine fees but he obteyned not the suite nor his money again. And whereas William Curteene beinge to receive a great debt from his Ma^{ty} made long and earnest suit for payment, the said Curteene was urged by Sr John Townesend K^t to buy certaine of the Earle's lands in the north part & out of the price he should be paid his debt, which he refused, because they were over rated above three thousand pounds whereupon the Earle shortly after sent for him & reviling him threatened him with a premunire, but the said Curteene departinge was againe urged and dealt with by the said Sir John Townesend to buy other of the Earle's lands lyinge in Dorset-sheire, which the said Curteene also refused for that those lands were as much overrated as the first, and when he would not yeild to take the lands att those unreasonable rates he was at last tould that for three thousand pounds he should have payment made him of his debt & should

have a great freind of the said Earle &, if he refused so to do, the witt of man could not helpe him to his money. Nevertheless the said Curteene refused to give soe much & therefore could never get any satisfaction thereof by the said Earle's meanes or warrant. And divers other like oppressions & exactions have been done by the said Earle & Countesse & their agents by cullour and countenance of the said Earle's place & greatness; And albeit many of the said sūffes soe corruptly & extorsivelie taken were not contracted for or received by the said Earle himself & by his own hands, but by the Countesse or other instruments, yet some of the corrupcions being acted by himselfe, this Honourable Court holdeth him faulty in the rest; for that it was evidently proved that untill the suitors gave or promised the said corrupt reward they could gett noe order from the said Earle for their despatch; but the said bribes & rewards beinge given to the said Countesse the Earle forthwith gave order for their satisfācō. And it also appeared that the moneys soe taken were converted to the Earles use either for payment of his debts or other occasions whereby it is evident that the said Earle himself was guilty of the said corrupcōns. And for Sir John Bingley's particuler extorcōns & exācōns in that kind for his owne proper gaine besides his com[mission] & usual course of brookage for the said Countesse it appeared to this Court that one Paul Furrey about fowre years past beinge to receive one thousand pounds by privy seale waited four years or thereabouts for payment but could not gett it, whereupon being out of hope otherwise to obtaine his money he gave Sr John Bingley one hundred & tenn pounds & then had a speedy course & a tally stricken upon the farmers of the customs & was asseynd to receive his money from them. And Sir David Murray having solicited Sir John Bingley for payment of the arrearages of a pencōn amountinge unto two hundred & forty pounds he procured him payment of one hundred & sixty pounds thereof to himself, but against the will of the s^d Sir David Murray defaulted forty pounds thereof to himselfe. Also Thomas Procter beinge to receive fower hundred pounds of the arrearages of a certain pencōn out of the Excheq^r Sir John Bingley by composicōn defaulted one hundred pounds thereof to himselfe, and paid to the said Procter only three hundred pounds. Sir Toby Calfeild² beinge to receive four & twenty hundred pounds for wages in Ireland Sr John Bingley tooke of him three hundred pounds to procure satisfācōn of the rest. And Sr Francis Cooke beinge to receive six hundred pounds for his paie in Ireland did allow out of it fiftene pounds in the hundred to Sir John Bingley for procuringe payment, which he defaulted out of the six hundred pounds. And whereas Sr Robert Tias was to receive six hundred seaventy four pounds fourteen shillings & four pence out of the Excheq^r Sr John Bingley, without warrant from Tias, many years since gott it into his hands causeing it to be certified in the weekly certificate from the Receipt as if it had beene paid to Tias, whereas himselfe had it in his hands. And albeit Tias did continually send to & importune Sr John Bingley to satisfy the same, which he often promised, yett did he protract & delay the same soe exceedingly that albeit he were solicited for it first & last well nere a hundred tymes yett did he detaine a great part thereof untill after his commyttment by the Lords Commissioners for

² Caulfield.

inquiring of the abuses of his Ma^{ties} Treasure. And since his said comyttment he paid two hundred & thirty pounds thereof & three & twenty pounds thereof is yett unpaid. Alsoe S^r John Spillman being to receive money out of the Excheq^r gave S^r John Bingley a bill of one hundred pounds to procure him payment. But the said S^r John Spillman faylinge to pay the said one hundred pounds att the day & beinge after to receive other money out of the Excheq^r the said S^r John Bingley refused to lett him receive it unless he should first pay the said one hundred pounds upon the said bill, which the said S^r John Spillman beinge not provided to doe pawned a ringe to S^r John Bingley worth above a hundred pounde, & he keepeth both the ringe & the bill, and yett hath done nothing for the said S^r John Spillman and the said S^r John Bingley hath had from him thirty pounds & teene pounds at a tyme to procure the said Earle's hand to orders & warrants for the payment of money. Sir Allen Apsley within six yeares last past hath given S^r John Bingley six hundred & sixty pounds besides an usuall New Yeare's guift & to obtain payment of money due for victuallinge his Ma^{ty's} Navy. And of divers others, his Ma^{ty's} subjects, the like sums for the like favour have been extorted and unlawfully taken by the said S^r John Bingley. It appeared also by the Recorde of the Exchequer & by deposiçons of wittnesses that payment of pençons, privy seals of gifts, & such as might better have beene foreborne were soonest & most frequently paid, for that they brought in profit by those kind of gratuityes, whiles the Navy, the Army in Ireland, & other most waighty & necessary employments for the safety of the kingdome & honour of the King & State were left unfurnished and unpaid, & the Treasury exhausted another way. Upon the readinge of all which proofs & the defence & allegaçons of the defts being freely and deliberately heard & discoursed the Court taking grave & mature consideration of the same & duly weighing all the circumstances thereof was of opinion & did pronounce the said Earle the Countesse his wife and Sir John Bingley to have dealt in the premisses very unfaithfully and not accordinge to the duty & trust reposed in them by his Ma^{tye}. And that the s^d Earle had much offended in the s^d matters of the ordinance & the Allom workes in manner as aforesaid to his Ma^{ties} great loss which he ought to & make good; & that the said defendts had likewise highly offended in misemploying his Ma^{ty's} Treasure, wronging his Ma^{ty's} subjects in manner as aforesaid leadiinge to the hazard of the State, the dishoner of his Ma^{tye}, & oppression of his people; for which several offences the Court hath ordered decreed and adjudged that the said Thomas Earle of Suffolk the Lady Katherine his wife & Countesse be committed to the Tower there to remaine, at there owne charges and apart, during his Ma^{ty's} pleasure; & shall pay a fine of thirty thousand pounds to his Ma^{tye} use And that the said S^r John Bingley be comitted to the prison of the Fleete & pay to his Ma^{tye} use a fine of two thousand pounds.

Jo. ARTHUR dep: Cler:

THE JOURNAL OF PRINCE RUPERT'S MARCHES, 5 SEPT. 1642 TO 4 JULY 1646.

This paper (now Clarendon MS. xxviii. 129) was drawn up for the use of Clarendon when he was writing his *History of the Rebellion*, but did not reach him till he had already completed the