

The Jury agreeing Returnes their Verdit (Viz) ffound for the pff  
 Two Thowsand one hund<sup>d</sup> & Twenty pownds of Tob. & Cask w<sup>th</sup>  
 Costs of suite. The Remynd<sup>e</sup> of the demand the pff is left to  
 recou<sup>e</sup> of the principall Credito<sup>e</sup> to whom the goods were deliuered &  
 receiued.

Liber  
 P. C. R.

His L<sup>ps</sup> Attorney chargeth M<sup>r</sup> Symon Ouerzee w<sup>th</sup> Theftboate &  
 requesteth of the Board, th<sup>t</sup> the s<sup>d</sup> Ouerzee bee brought to a Tryall  
 for the same

Attorney  
 General v.  
 Ouerzee  
 Vid. fol. 252

Daniel Clocker sayth uppon Oath in open Court How th<sup>t</sup> comīng  
 ouer from Virginia to his owne howse, M<sup>r</sup> Land came to him, &  
 told him, th<sup>t</sup> hee fownd M<sup>r</sup> Ouerzee more moderate then hee was.  
 And desyred him to goe to Ouerzee himselfe, & trye if hee could  
 take up the busines concerning his Wife, And comming to M<sup>r</sup> Ouer-  
 zee, & relating the busines att large of his Wife, M<sup>r</sup> Ouerzee told this  
 Depon<sup>t</sup> (bringing out a List of his goods ualued by himselfe att 5000<sup>t</sup>  
 Tob) th<sup>t</sup> hee was much damnified. This Depon<sup>t</sup> profered him first  
 1000<sup>t</sup> Tob, Yett att last they both agreed for 3000<sup>t</sup> Tob. to the intent  
 hee might bring of his Wife, & th<sup>t</sup> shee might bee assured of her  
 life, w<sup>ch</sup> hee promised to doe. And to th<sup>t</sup> intent M<sup>r</sup> Ouerzee receaued  
 Bills, & some small accounts (euen according to his owne reckoning)  
 of this Depon<sup>t</sup> to the ualue of 3000<sup>t</sup> Tob. And since th<sup>t</sup> the busines  
 is come to a full tryall, & nothing effected by M<sup>r</sup> Ouerzee according  
 to his Condicon & promise w<sup>th</sup> this Depon<sup>t</sup>, hee Demanded of M<sup>r</sup>  
 Ouerzee his Bills back againe & M<sup>r</sup> Ouerzee refused soe to doe,  
 saying he would giue him none. M<sup>r</sup> Philip Land sworne Sayth th<sup>t</sup>  
 being w<sup>th</sup> M<sup>r</sup> Ouerzee, the s<sup>d</sup> M<sup>r</sup> Ouerzee told this Depon<sup>t</sup>, That hee  
 would be contented to stand to some losse, prouided hee might haue  
 his goods againe: & uppon th<sup>t</sup> consideraōn hee was willing, & would  
 be contented to forfeite his Recogniz it being but a Thowsand pownds  
 of Tob. Whereuppon this Depon<sup>t</sup> went the next day to Goodman  
 Clockers, & told him the s<sup>d</sup> Clocker th<sup>t</sup> if hee would goe to M<sup>r</sup> Ouer-  
 zee, hee beleiued th<sup>t</sup> hee might easily now compownd the busines w<sup>th</sup>  
 him, & not bring his Wife uppon the stage. ffor M<sup>r</sup> Ourzee did not  
 desyre to prosecute, soe hee might haue his goods againe, though  
 w<sup>th</sup> some losse, & this Depon<sup>t</sup> accompanied the s<sup>d</sup> Clocker from his  
 howse towards M<sup>r</sup> Ouerzee's as far as the White howse (S<sup>t</sup> Thom-  
 as's) & further sayth not.

p. 202

M<sup>r</sup> Ourzee denyeth what hee is charged w<sup>th</sup>, & sayth th<sup>t</sup> the Bills  
 hee receaued of Daniel Clocker, were receaued by him uppon another  
 account, & not uppon any such account, as is alleaged. Desyring the  
 Court to understand th<sup>t</sup> what informaōn the s<sup>d</sup> Clocker hath gyuen  
 or made agst him, in this busines, to haue suggested the same to  
 an ill intent out of meere malice & spleene.