

Solley by Edmond Dennis her Attorney, as the said Collen Mackensy by Ne<sup>a</sup> Blackiston his Attorney, and the Juro<sup>rs</sup> of that Jury likewise Came. (To witt) Liber W. C.

John Slye	}	John Heard	}	Robert Maston
John Noble		Tho: Turpin		Arthur Hart
Rich <sup>d</sup> Shippey	}	James Johnson	}	Rob <sup>t</sup> Thomas
Evan Carew		Jn <sup>o</sup> Martindale		William Taylor

Who to say the Truth in the p<sup>r</sup>misses being Elected Tryed and sworne Upon their oathes doe say (Wee finde noe Cause of accon) And doe finde for the deft that hee hath overpaid Thirty nine pounds of Tobacco & Costs of suite awarded the deft. and that the said Collen Mackensy Recover against the said Lydia Solley the sume of six hundred and Eighty pounds of Tobacco for his Costs and charges in this behalfe Laid out and Expended

Coppied out of the Records by mee

Tho: Grunwyn Clerke

Gerrard Slye (sealed)    Clement Hill (sealed)

W<sup>m</sup> Hatton (sealed)    Joshua Doyne (sealed)

And the said Lydia Solley sayth That in the Record and Processe afores<sup>d</sup> as also in the Rendring of Judgment aforesaid It is manifestly Erred in this That

(1)—There was an accon of debt upon a bill und<sup>r</sup> hand and seale of the deft to the plt for Seaven hundred thirty seaven pounds of Tobacco, she sues the deft for the same and never sayes the same was demanded w<sup>ch</sup> is Error<sup>r</sup> for noe action Could arise or accrue before a Demand

(2)—The deft pleads payment and Puts himself upon the Country, hee ought not to have put the same to issue, but have given the plantiffe Liberty to reply & soe have brought it to issue, The baring the plt from her Replicacon is Error<sup>r</sup>

(3)—The deft to prove his plea produces a Receipt from samll Dobson for Six hogsh<sup>ds</sup> of Tobacco Containing Neate Two thousand five hundred and fiteene pounds of Tobacco for the plts use not Specifyeing to bee in satisfaccon of that bill, and though by the account made up in Court Itt appeared there were other bills and accompts betweene the partys, Yet the Court Cancelled the bill, and the Jury without Sufficient prooffe it was payd found for the defendant w<sup>ch</sup> is Error<sup>r</sup>, ffor the bill being under hand and seale nothing but a thing of the Like Vallue (that is to say a discharge und<sup>r</sup> hand & Seale) could discharge it. Therefore Error<sup>r</sup> p. 319

(4)—The deft haveing pleaded payment should have proved payment of that very individuall bill, or what else they proved was nothing to the purpose, nor did it appertaine to the Court to make themselves Audito<sup>rs</sup> to state the accompts betweene them, but in