

And the Said John Norris by John Meriton his Attorney Comes and Defends the force and Injury when etc. And prayeth Lycence thereof to Imparle here untill the next Court and it is granted unto him the Same day is given to the plantiffe Likewise.

And now here at this day (to witt) the 25th day of January Annoque Domini 1697 [1698] Came here as well the Said William Hunter as the Said John Norris by their Attorneys aforesaid and the Said William Hunter prayeth that the Said John Norris to his Decleration aforesaid may Answer etc.

Whereupon the Said John Norris by his Attorney aforesaid Cometh and defendeth the force and Injury when etc. and Saith that he did not Assume in manner and forme as the plantiffe in his Decleration aforesaid etc. hath Complaind and of this he puts himselfe upon the Court. John Meriton.

And the plantiffe Alsoe. William Stone.

The truth of the matter in Controversie between the parties aforesaid being by the Court heere Seen heard understood and Maturely Deliberated It is thereupon Considered that the Said William Hunter Recover against the Said John Norris as well the Sume of Fourteen hundred pounds of tobaccoe his Damages in the premises as alsoe the Sume of two hundred and Eighty pounds of tobaccoe to the Said William Hunter of his Assent for his Costs and Charges in this behalfe Laid out and Expended etc. And by the Court here Adjudged etc. And the Said John Norris in mercy etc.

Alexander Chapple against John Deakins

Verdict for the Defendant in August Court 1697 Reasons in Arrest of Judgment. [*Vide the verdict in folio 212.*]

First. the plantiffe Saith there is variance between the Originall writt and the Decleration which is Error in Substance and not Aided by the verdict.

Secondly the plantiffe declares upon a bill Obligatory under the hand and Seale of the Defendant to which the Defendant pleaded Nill Debitt and put himselfe upon the Country And for Spetiall matter offered a verball Contract Contrary to the maxim in Law that Every Contract Obligation or Judgment etc. Ought to be dissolved or made voyd by the Same meanes it was made which being matter of Substance is not Aided by the verdict. Thirdly—The Jury mistaking their Issue found a verdict quite without the Same [284] Which is voyd in Law Oweins [Owens] Reports folio 91 Kayre against Deurat in the Common Bench Paschal 25th Elizabeth For all which and many more Errours in the proceedings the plantiffe prays the verdict aforesaid may bee Stayed and held for Nought etc. Meriton.

And because the Justices here will Advise themselves of and upon the premises before they give thereof their Judgment day is given to the Said parties untill next Court etc.

And now here att this day (to witt) the 25th day of January 1697 [1698] Came here as well the Said plantiffe as the Said Defendant by their Attorneys aforesaid and hereupon as well the Reasons in Arrest of Judgment aforesaid as the Rest of the premises by the Justices here being Seen heard and further understood Itt Seemeth to the Court here that the matter above Alledged by the Said plantiffe in Stay of the Judgment aforesaid is not Suffitient in Law to Stay the Same etc. Mr. Thomas Hollyday and Mr. John Wightt Enters their Disassent to this following Judgment etc.