

John Smith Geoffrey Paron
Comp: Martin Redford } per

Edward Malcolm of Worcester
of Phillip Davis defendt

Deb't 5224 Job: Disposition

Leicester

Adm of Worcester } Plea to the declaration before said And
whereupon the said Defend by William H. H. H.

his Attorneys saith that for the Manifest insufficiency and
imperfections and interdictions in the said declaration and by
matter therein contained he cannot nor by the Law of the Land
is he bound to Answer wherefore for want of a good and
sufficient declaration and for the matter therein contained
he prayes Judgment &c.

And for cause of Demurrer according to the former of the
statute made in Arrest of the aforesaid Judgment saith

1st That the plea doth not set forth the time of the contract
therefore uncertain for if it be a bond or promise of the
Defend: may proceed the Act of limitation

2^d He doth ^{not} aver that it was in the life time of the obligor

3^d He doth not set forth nor aver that ever the Defend did
ever promise or Assend to pay the debt specified

4th He hath not filed his Assent with his declaration for
that is part of the declaration and ought to be contained
in the body of the same or else annexed thereto the
writings

5th He craves the damage to the Amd when they cannot be
damified because they are not bound to Answer further
than they receive

6th He doth not make a good conclusion for he ought to
have a concluded plea and here in court he is in his
Letter of Amd which is ^{the} ^{ye}
And for the Reasons aforesaid the declaration is vitious and the
Defend not bound to Answer ^{the} ^{ye} Defend.