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before the Court is by y^e award sett a side, and denye that they deliuer the seruant named
Hobart in seru of the seruant named Wallatt, that y^e Defendants p^roud to beo discharged
from the bond of arbitration upon y^e Award of One hundred thousand pounds
of tobacco by payment of the said sum of one thousand seven hundred forty and six
pounds to the Compt^r Demoras in April and November One thousand six hundred seventy
six that the Defendants needed not have put the same to arbitration in June one thousand
six hundred seventy seven and denye they have retained any part of the said sum
that it is lawfull to Comert suits for the same, and y^e said was now in dispute or was
submitted to arbitration, being a bond Certain: is not by Law Arbitrable and denye
any receipt from the Compt^r Demoras (eu by Law discharge the same, And y^e Defendants
came to Linc at the Compt^r house, without their priuily or by out, that the Defendants
sued upon y^e Compt^rs prop^r small estate, and maintained himself and family with
the same that y^e Defendants have cutt down y^e timber from of y^e plantation awarded,
burned up the fencing destroyed the fields of corn & wheat there growing, & the Defendants
with two or three or four seruants were maintained out of the Compt^rs provision from
June one thousand six hundred seventy seven till January following, And denye
that the Compt^r Thomas retained anything belonging to the estate of Wyatt, And
likewise denye y^e writoung of the Compt^r Demoras made to Colonsel Burges before the
Jul marriage can by Law or Equity in power the Defendant Burges to sell the
plantation awarded or moiety of y^e small estate to the Defendant Dorsey, or that
the Compt^r Demoras hath power to bequeath or give away the same without the
Consent of the Compt^r Thomas, that the Compt^r upon the plantation called the Quarter
being forty hoggsheads of tobacco and forty barrells of corn growing in June one
thousand six hundred seventy seven at the time of the delivery. By award belongs
to the Compt^r Thomas his hausing built and fixed his houses found the seruants clothes
& provision for that year, And denye that the Compt^r ouer approued of the
first sale Inventory & denye that it amounted to one hundred fifty four thousand three
hundred and two pounds of tobacco for that it amounted to but one hundred forty
five thousand and eight hundred pounds of tobacco, that the Compt^r did deliuer
bills to y^e Value of seven thousand two hundred twenty two pounds of tobacco
belonging to Wyatt's estate, And denye they Exchange Booth for a woman seruant,
but that the Defendants kept y^e said seruant with y^e seruant named Spire against
y^e will of the Compt^r, as also one other seruant named Heston for w^{ch} the Compt^r
brought a replevin & denye that they or either of them were ouer made over
to the Defendants, And this matter being att full and perfect Issue witnesses