

And the said Patrick Connolly protesting that there is a Variance Between the Writing Obligatory
 asd and the Original Writt thereon Impetrate by meaw Whereof that Writt Ought to abate
 protesting likewise that the Replecation asd and the Matter therein Contained are altogether
 Insufficient in Law and that he thereto hath no need or by the Law of the Said is in any Sort held
 to answer for Rejoynder Nevertheless the same Patrick to the Replecation of the same John Tunstall
 asique as asd as to the first matter by the same Patrick above pleaded saith that the asd John
 Tunstall asique as asd his action asd against him to have and Maintain Ought not because he
 saith that the said John Videll in the Writing Obligatory above Mentioned at the time of the
 Making the Writing Obligatory asd at Somerset County asd was Under the Custody of the said Hugh
 Porter as Subsheriff of the same County by Virtue of his Lordships Writt of Capias ad Satisfaciendum
 prosecuted by a certain William Beekingham one of the attorneys of the High Court of Chancery
 and of the provincial Court within this province for the Sum of twelve hundred pounds of Tobacco
 and that the Writing Obligatory asd During the Confinement of the said John Videll for that
 Cause was entered into at the County asd for the Ease and favour of the said John Videll without
 that that the Writing Obligatory aforesaid was passed made Entered into or Accepted by the said
 Hugh Porter to Indemnify and Secure the said John Burnall or the said Hugh Porter from any
 Damages which they or Either of them might Sustain by means of the process issued out of the
 High Court of Chancery as asd and this he is ready to Verifie wherefore he Prays Judgment if
 the asd John Tunstall asique of the said Hugh Porter his Action asd against him to have or
 Maintain ought & and the asd Patrick as to the second Matter above by him in pleading
 alleged for that he hath therein alleged Sufficient Matter in Law to preclude the said John
 Tunstall asique as asd from having and Maintaining his Action asd against him which he is
 ready to Verifie and which same Matter the same John Tunstall asique as asd hath not gain-
 sayed or to the same in any Sort hath answered but that averments admit altogether hath refused
 as before prays Judgment asd that the asd John Tunstall asique as asd from having and Main-
 taining his Action asd against him may be precluded & and the asd John Tunstall asique
 of Hugh Porter protesting that the Rejoynder asd of the said Patrick and the Matter therein Contain-
 ed are altogether Insufficient in Law and that he thereto hath no need nor by the Law of the Said
 is in any Sort held to answer for and by way of Surrejoinder Nevertheless to the Rejoinder of the said
 Patrick to the Replecation of the said John asique as asd as to the first matter by the said
 Patrick above in barr pleaded the same John Tunstall asique as asd saith that he by any thing
 by the said Patrick above in pleading alleged from having and Maintaining his Action asd
 against him the said Patrick Ought not to be precluded because he says that the writing obliga-
 tory asd was passed made Entered into and Accepted by the said Hugh Porter to Indemnify and Secure
 the said John Burnall and the said Hugh Porter from any Damage which they or Either of them
 might Sustain by means of the process issued out of the High Court of Chancery as asd as the same
 John asique of the said Hugh above in ^{his} Replecation asd hath set forth and this he prays may
 be required by the Country and the Defete in like manner

[Handwritten signatures and flourishes] Thereupon