

kets, toll, stallage and pickage aforefaid, with the appurtenances in his demefne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth fuit, &c.

And the faid *R. W.* and *W.* tenants by their own warranty defend their right when, &c. and thereupon they further vouch to warrant *Edmund Wilson*, who is present here in court in his proper person, and freely warranteth to them the tenements, common, fairs, markets, toll, stallage and pickage aforefaid, with the appurtenances, &c. And hereupon the faid *R. R.* demandeth againft him the faid *Edmund*, tenant by his own warranty, the tenements, common, fairs, markets, toll, stallage and pickage aforefaid, with the appurtenances, in manner aforefaid, &c. And whereupon he faith, that he was feised of the tenements, common, fairs, markets, toll, stallage and pickage aforefaid, with the appurtenances, in his demefne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth fuit, &c.

And the faid *Edmund* tenant by his own warranty defendeth his right when, &c. and faith, that the faid *H.* did not diffeise the faid *R. R.* of the tenements, common, fairs, markets, toll, stallage and pickage aforefaid, with the appurtenances, as the faid *R. R.* by  
his

his writ and declaration above doth suppose; And of this he putteth himself upon the country; &c.

And the said *R. R.* thereupon craveth leave to imparle, and he hath it; &c. And afterwards the said *R. R.* cometh again here into court in this same term, in his proper person; and the said *Edmund* although solemnly called, cometh not again; but departed in contempt of the court, and maketh default; therefore it is considered, that the said *R. R.* recover his seisin against the said *A.* of the tenements; common, fairs, markets, toll, stallage and pickage aforesaid, with the appurtenances; and that the said *A.* have of the land of the aforesaid *R. W.* and *W.* to the value, &c. And furthermore, that the said *R. W.* and *W.* have of the land of the said *E.* to the value, &c. And the said *Edmund* in mercy, &c. And hereupon the said *R. R.* prayeth a writ of our lord the king, to be directed to the sheriff of the county aforesaid, to cause full seisin of the tenements, common, fairs, markets, toll, stallage and pickage aforesaid, with the appurtenances, to be delivered to him; and it is granted to him returnable here in eight days of Saint *Hilary*: At which day the said *R. R.* cometh here into court in his proper person; and the sheriff, namely Sir *R. A.* baronet, now returneth, that he, by virtue of the aforesaid writ to him directed on the sixth day of *December* last, did cause full seisin of the tenements, common, fairs, markets, toll, stallage and pickage aforesaid,

aforesaid, with the appurtenances, to be delivered to the aforesaid *R. R.* as by the said writ he was commanded, &c.

A common recovery was amended by inserting the word *Marsham* (being the name of a parish) among the parishes mentioned in the recovery, upon an affidavit made by the vouchee, that some part of the lands, whereof the recovery was intended to be suffered, extended into and lay in the parish of *Marsham* in *Kent*, and that the same was intended to be comprized in and passed by the indenture of bargain and sale, and the recovery, altho' the said parish of *Marsham* was not mentioned either in the recovery, or said deed to lend the uses thereof. 3 *Wils. Rep.* 154.

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*The exemplification of a recovery, where the tenant appears in person, and the vouchee on summons.*

**G**EORGE the third, by the grace of God, of Great Britain, France, and Ireland, king, defender of the faith, &c. To all to whom these our present letters shall come, greeting. Know ye that amongst the pleas of land inrolled at Westminster, before Sir——— knight, and his brethren, our justices of the bench of the term of Easter in the sixth year of our reign, upon the forty-second roll, it is thus contained; Elsewhere as it appears in the term of Saint Hilary last past, upon the three hundredth and third roll, it is thus contained\*:

*The recovery as entered on the roll, the exemplification being without paragraphs.*

Somerfetshire, ss. A. B. (the demandant) in his proper person demandeth against C. D. (the tenant) one messuage [reciting the parcels] with the appurtenances in D. as his right and inheritance, and into which the same C. hath not entry but after the *Disseisin*, which *Hugh Hunt* thereof unjustly and without judgment hath made to the said A. within thirty years, &c. and whereupon he saith, that he was seised of the tenements aforesaid, with the appurtenances in his demesne as of fee and right, in time of peace, in the time

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\* When vouchee appears at bar, insert the return of the writ of entry, thus: "Entry returnable in 15 days of Saint Martin."



of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said C. in his proper person cometh and defendeth his right when, &c. and thereupon voucheth to warrant *W. W.* and *M.* his wife, summoned in the county aforesaid; let him have them here *from Easter-day in five weeks*, by the aid of the court, &c. the same day is given here to the parties aforesaid, &c. And upon this the said C. putteth in his place *G. H.* and *J. K.* his attornies jointly and severally, against the said *A.* to gain or lose of the plea aforesaid, &c. at which day here cometh, as well the said *A.* in his proper person, as the said C. by the said *G. H.* his attorney, and the said *W.* and *M.* being summoned, &c. likewise come by *T. T.* their attorney, and freely warrant the tenement aforesaid, with the appurtenances to the said C. &c. And hereupon the said *A.* demandeth against the aforesaid *W.* and *M.* tenants by their own warranty, the tenements aforesaid, with the appurtenances, in manner aforesaid, &c. and whereupon he saith, that he was seised of the tenements aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

*\* If there be no summons, then say, voucheth to warranty W. W. (the vouchee) who is present here in court in his proper person, and freely warranteth the tenements aforesaid, with the appurtenances, to the said C. &c. and hereupon the said A.—*

And the said *W.* and *M.* tenants by their own warranty, defend their right when, &c.

and thereupon they further vouch to warrant *Edmund Wilson*, who is present here in court in his proper person, and freely warranteth to them the tenements aforesaid, with the appurtenances, &c. And hereupon the said *A.* demandeth against him the said *Edmund*, tenant by his own warranty, the tenements aforesaid, with the appurtenances, in manner aforesaid, &c. and whereupon he saith, that he was seised of the tenements aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof, to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Edmund* tenant by his own warranty defendeth his right, when, &c. and saith, that the said *Hugh* did not disseise the said *A.* of the tenements aforesaid, with the appurtenances, as the said *A.* by his writ and declaration above doth suppose; and of this he putteth himself upon the country, &c.

And the said *A.* thereupon craveth leave to imparle, and he hath it, &c. and afterwards the said *A.* cometh again here into court in this same term in his proper person, and the said *Edmund*, altho' solemnly called, cometh not again, but departed in contempt of the court, and maketh default; therefore it is considered that the said *A.* recover his seisin against the said *C.* of the tenements aforesaid, with the appurtenances; and that the said *C.* have of the land of the aforesaid *W.* and *M.* to the value, &c. And further-  
more

more, that the said *W.* and *M.* have of the land of the said *Edmund*, to the value, &c. and the said *Edmund* in mercy, &c. And hereupon the said *A.* prays a writ of the lord the king, to be directed to the sheriff of the county aforesaid, to cause full seisin of the tenements aforesaid, with the appurtenances, to be delivered to him, and it is granted to him, returnable here \* forthwith, &c. Afterwards, that is to say, the seventh day of *May* in this same term, the said *A.* cometh here into court in his proper person, and the sheriff, namely, *R. S.* esquire, now returneth, that he, by virtue of the aforesaid writ to him directed, on the † fifth day of the

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\* Or, returnable here in *three weeks* from Michaelmas day (or as the return is) at which day the said *A.* cometh here—

*Note*; you may get ready your writ of seisin, and seal it, and return it with your writ of entry. The writ of seisin ought to be made returnable at least 15 days after the teste day of the return of the writ of entry; but if the writ of entry be returnable towards the latter end of the term, so that there are not 15 days between the return of the writ of entry and the last return of the term, then the writ of seisin must always be made (*returnable indilate*) and the writ of seisin must always bear *Teste* the teste-day of the return of the writ of entry, when there is no summons. But if the writ of entry be made returnable the last return of the term, then the writ of seisin must be returnable the first return of the subsequent term.

† You may suppose seisin to be delivered any reasonable time (so it be not on a *Sunday*) between the *Teste* and return, allowing that a man might ride from *Westminster* to the land, and back again by that time, which may be supposed to be done in six days, in any part of *England*.



*Thus far as  
on the roll.*

same month of *May*, did cause full seisin of the tenements aforesaid, with the appurtenances, to be delivered to the aforesaid *A.* as by the said writ he was commanded, &c. All and singular which premisses, at the request of the said *A.* by the tenor of these presents, we have commanded to be exemplified, in testimony whereof, we have caused our seal, appointed for sealing of writs in the bench aforesaid, to be affixed to these presents. Witness Sir *John Eardley Wilmot*, knight, at *Westminster*, the \* *seventh* day of *May*, in the———year of our reign.

*The writ of  
summons for  
the first  
vouchee.*

**G**EORGE the third, by the grace of God, of *Great Britain, France, and Ireland*, king, defender of the faith, &c. To the sheriff of *S.* greeting. Summon by good summoners (*the vouchee*) that he be before

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\* You must teste your exemplification after the return of the writ of seisin, if such writ be returnable in the same term in which judgment was given; but if the writ of seisin be returnable of a subsequent term, then you *Teste* your exemplification the last day of the term in which judgment was given. And observe that immediately after the awarding the *return* of the writ of seisin, you go on in the exemplification, *All and singular which premisses* [&c. as in the foregoing,] and then upon the folding up of the bottom of the exemplification you indorse the return of the sheriff thus, *At which day the said A. B. cometh here into court in his proper person, and the sheriff namely R. S. esquire, now returneth* [&c. as before. But on the roll you make no such distinction.



our justices at *Westminster the return*\*) to warrant to (*the tenant*) one messuage and ten acres of land, with the appurtenances in *D.* which (*the demandant*) in our court before our justices at *Westminster* claimech as his right by our writ of entry upon disseisin in *le post* against the said (*the tenant*) and whereof the said (*the tenant*) in our said court, hath vouched the said (*the vouchee*) to be summoned in your county, to warrant against the said (*the demandant*) and have then there the summoners and this writ. Witness Sir *John Eardley Wilmot*, knight, at *Westminster*, the † — day of — in the — year of our reign.

**G**EORGE the third [*&c.*] to the Sheriff Summons for  
of *S.* greeting. Summon by good sum- the second  
moners (*the second vouchee*) that he be be- vouch.e.  
fore our justices at *Westminster* (*the fourth*

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\* There were formerly nine returns, between the return of the writ of *Entry* and return of the writ of *Summons*, and so betwixt one writ of summons and another; but by the *Statute 17 Car. 2. cap. 6.* they are abridged to five returns inclusive. And by the *Statute 24 Geo. 2. c. 48.* to four returns inclusive. For example, if the writ of entry be returnable, on the morrow of *All Souls day*, then the writ of summons must be returnable, in fifteen days from the day of *St. Martin*, accounting the return of the writ of entry for one, and then the fourth return is the summons: And so it is betwixt one summons and another.

† The first writ of summons must bear tesse the fourth day inclusive from the return of the writ of entry, and so a second summons from the return of the first.

return from the first summons inclusive) to warrant to (*the first vouchee*) whom (*the tenant*) in our court before our said justices at *Westminster*, heretofore did vouch to warrant, one messuage (*reciting the parcels*) which (*the demandant*) in our said court claimeth as his right, by our writ of entry upon disseisin in *le post* against the said (*the tenant*) and whereupon the said (*the first vouchee*) in our said court hath further vouched the said (*the second vouchee*) to be summoned in your county, to warrant against the said (*the demandant*) and have then there the summoners and this writ. Witness Sir *John Eardley Wilmot*, knight, at *Westminster*, the—— day of—— (*Teste the appearance day of the return of the first summons*) in the—— year of our reign.

*The writ of  
seisin.*

**G**EORGE the third [63c.] to the sheriff of——greeting. Know you that (*the demandant*) in our court before our justices at *Westminster*, hath recovered his seisin against (*the tenant*) of one messuage (*reciting the parcels*) by our writ of entry upon disseisin in *le post*; and therefore we command you, that without delay you cause full seisin of the tenements aforesaid, with the appurtenances, to be delivered to the said (*the demandant*) and in what manner you shall have executed this our command, that you make appear to our justices at *Westminster* \* forthwith, and

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\* Returnable immediately, because not 15 days in the term from the teste, the teste being the fourth day after inclusive from the return of the second summons, if it be not *Sunday*.

that

that you have then there this writ. Wit-  
ness, (&c.)

By virtue of this writ to me directed on *The return.*  
the \* — day of — in the year within writ- You return  
ten, I caused full seisin of the tenements this yourself.  
within specified, with the appurtenances, to  
be delivered to the within named (*the deman-*  
*dant*) as within I am commanded.

T. T. esquire, sheriff.

*If the recovery be with a treble voucher, you  
enter it as before, to*

— And the said *W.* and *M.* (*his wife*) *A recovery*  
tenants by their own warranty defend their *with treble*  
right when, &c. and thereupon they further *vouchers.*  
vouch to warrant *J. S.* gentleman (*the second*  
*vouchee*) summoned in the county aforesaid;  
let them have him here (*the return*) by the  
aid of the court, &c. the same day is given  
here, as well to the said *A.* and *C.* as to the  
said *W.* and *M.* tenants by their warranty,  
&c. At which day come here as well the  
said *A. B.* in his proper person, as the said  
*C. D.* and the said *W. W.* and *M.* (*his wife*)  
by their attorney aforesaid: And the said *J.*  
*S.* being summoned, &c. cometh likewise by  
*K. L.* his attorney, and freely warrants the  
tenements aforesaid, with the appurtenances,  
to the said *W.* and *M.* &c. and thereupon  
the said *A.* demandeth against the said *J.*

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\* Any reasonable day between the teste and return.

*The Attorney's Practice*

*(who vouches the common vouchee as W. W. &c. the first vouchee did in the former, and so proceed till you come to the judgment) and that the said C. have of the land of the said W. and M. to the value, &c. and further, that the said W. and M. &c. have of the land of the said J. to the value, &c. and furthermore, that the said J. have of the land of the said Edmund, to the value, &c. and the said Edmund in mercy, &c. and hereupon the said A. — (as in the former.)*

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BILL of DISBURSEMENTS on suffering  
a COMMON RECOVERY, in a PLEA  
of LAND.

Michaelmas Term, 1778.

	Out of Pocket			Agent			Attorney		
	<i>l.</i>	<i>s.</i>	<i>d.</i>	<i>l.</i>	<i>s.</i>	<i>d.</i>	<i>l.</i>	<i>s.</i>	<i>d.</i>
Perusing writings and papers, and drawing deed to lead the uses	0	0	0	0	6	8	0	13	4
<i>Precipe</i> for entry, and copy for curfitor	0	0	0	0	1	6	0	3	0
Writ of entry and fine	0	8	0	0	11	4	0	14	2
King's fine	5	10	0	5	10	6	5	10	6
Attending to compound same	0	0	0	0	3	4	0	6	8
Alienation fees	0	3	6	0	3	6	0	3	6
Attorney-general's hand to entry	0	10	0	0	10	0	0	10	0
Attending him	0	0	0	0	1	8	0	3	4
Returning writ of entry	0	1	6	0	1	9	0	2	0
<i>Precipe</i> for bar and copy	0	0	0	0	1	6	0	3	0
Entring same on remembrance roll	0	0	0	0	1	6	0	3	0
Tenant's appearance at bar	0	0	0	0	3	4	0	6	8
Serjeants for arrangement of recovery, for demandant, tenant, first and second vouches	0	8	0	0	10	8	0	13	4
Attending thereon	0	0	0	0	3	4	0	6	8

Prothonotary,

	Out of Pocket			Agent			Attorney		
	<i>l.</i>	<i>s.</i>	<i>d.</i>	<i>l.</i>	<i>s.</i>	<i>d.</i>	<i>l.</i>	<i>s.</i>	<i>d.</i>
Prothonotary, secondary, and criers	0	5	0	0	5	0	0	5	0
Recovery and award of feisin, and copy 8 <i>d.</i> a folio	0	0	0	0	8	0	0	16	0
Entring same on roll	0	0	0	0	6	0	0	12	0
To prothonotaries for entry	0	11	0	0	12	9	0	14	6
Stamp and parchment for exemplification	0	13	6	0	13	6	0	13	6
Exemplifying recovery, fo. 15	0	0	0	0	12	6	1	5	0
Sealing and box	0	3	0	0	3	0	0	3	0
Writ of feisin	0	2	8	0	7	2	0	11	8
Returning	0	1	6	0	1	9	0	2	0
Filing writs of entry, and feisin	0	2	0	0	2	0	0	2	0
Term fees demandant, tenant, first and second vouchee	0	0	0	0	13	4	1	6	8
Letters, &c.	0	0	0	0	1	0	0	2	0
Execution of deed to make tenant to <i>precipe</i>	0	0	0	0	3	4	0	6	8

*Precedents of declarations, &c.*

Hampshire, *J.* *R.* and *E.* his wife, by *W.* Count in dower to wit. *J.* *S.* their attorney, demand er. against *A. W.* the third part of two messuages and two gardens, with their appurtenances, in *Gosport*, as the dower of the said *E.* of the endowment of *A. W.* deceased, her late husband, by writ of our lord the king of dower, whereof she hath nothing, &c.

And the said *A.* the now defendant, by Judgment by *R. P.* his attorney cometh, and saith nothing Nil dicit. in bar of the said action of the said *J.* and *E.* whereby the said *J.* and *E.* remain against the said *A.* the now defendant thereof undefended. Therefore it is considered, that the said *J.* and *E.* recover against the said *A.* the now defendant, their seisin of the third part above demanded, with the appurtenances, to be held by them in severalty by metes and bounds; and nothing of the mercy of the said *A.* the now defendant, because he came the first day by summons, &c. And hereupon the said *J.* and *E.* say, that the said *A.* late husband of the said *E.* died seised of the tenements aforesaid, with their appurtenances in his demesne as of fee, and pray a writ of the said lord the king to Writ of seisin and inquiry awarded. be directed to the sheriff of the county aforesaid, as well to give them full seisin of the said third part with the appurtenances, as to inquire of damages, &c. And it is granted to them, returnable here, &c. [*the return.*]

At which day here come the said *J.* and *E.* by their said attorney, and the sheriff, *to wit,* ——— now returneth, that he, by virtue of the said writ to him directed, on the 20th day of *November* last past, did cause full seisin of the third part of the tenements aforesaid, with the appurtenances (that is to say) of one messuage, &c. to hold the same to the said *J. R.* and *E.* in feveralty by metes and bounds, for and in the name of the whole dowry of the said *E.* of the tenements aforesaid, with the appurtenances, happening to her by the death of the said *A.* her late husband, as by the said writ he was commanded, &c. The same sheriff here also returneth a certain inquisition taken before him at the house of ——— at ——— in the said county, the ——— day of ——— ——— last past, by the oath of 12, &c. by virtue of the writ aforesaid, taken, by which it is found, that the said *A. W.* deceased, late husband of the said *E.* in the said writ named, on the ——— day of ——— in the year of our Lord ———, died seised of and in the tenements aforesaid, with the appurtenances, in the said writ specified, in his demesne as of fee, and that the said tenements are of the clear yearly value in all issues beyond reprises of 12*l.* and that 20 years are elapsed since the death of the said *A.* the late husband, &c. and that the said *J.* and *E.* have sustained damages by reason of detaining of the dower aforesaid, besides their costs and charges by them laid out about their suit in this behalf to 80*l.* and  
for



for those costs and charges to 40s. Therefore it is considered, that the said J. and E. recover against the said A. the now defendant, as well the value of the third part of the tenements aforesaid, with the appurtenances, from the time of the death of her said late husband, &c. (which said value from the time of the death of the said A. late the husband of the said E. amounteth to 80*l.*) as their damages aforesaid to 82*l.* by the inquisition aforesaid in form aforesaid found, and also 8*l.* 10s. to the said J. and E. at their request, for their costs and charges aforesaid, by the court here for increase adjudged, which said value and damages in the whole amounted to —, &c.

*Signed 4th  
Feb. 1735.*

And the said W. by H. B. who is admitted by the court of the king here to defend in this behalf for the said W. who is under the age of 21 years, as the guardian of the said W. cometh and saith, that from the death of the said J. late husband of the said M. he hath been always ready, and still is ready to render to the said M. her dower, of the said tenements and premisses, with the appurtenances, and rendereth the same here in court to the said M.

*Defendant by  
guardian says,  
he was always  
ready to render  
dower.*

And thereupon the said M. prayeth leave to imparl here until the morrow of *All Souls*, and she hath it, &c. The same day is given to the said W. here, &c. At which day came here the aforesaid M. by her attorney aforesaid, and the said W. by his guardian aforesaid; and because the said M. doth not deny

*Imparlance.*

deny

*Judgment.**Writ of seisin  
and inquiry.*

deny the plea of the said *W.* Therefore it is considered, that the said *M.* do recover her seisin against the said *W.* of the third part of the tenements aforesaid, with the appurtenances, and nothing of mercy, because the said *W.* came on the first day of the summons, &c. And hereupon the said *M.* saith, that the said *J.* her former husband, &c. died seised of the tenements aforesaid, with the appurtenances, whereof, &c. in his demesne as of fee; and she prayeth a writ of our sovereign lord the king, to be directed to the sheriff of the county aforesaid, as well to cause full seisin to be made to her of the said third part of the said tenements with the appurtenances, as also to inquire of damages, &c. And because by the confession of the said *W.* above it seemeth to the court here, that the same *W.* from the death of the said *J.* was always ready to render to the said *M.* her dower of the tenements aforesaid, with the appurtenances, by reason whereof the said *M.* ought not to recover the value of third part of those tenements, nor her damages, by occasion of the detaining her dower aforesaid, from the time of the death of the said *J.* her said former husband, until the day of the issuing out the said original writ of the said *M.* against the said *W.* to wit, from the sixth day of *February* in the year of our Lord 1735. And it seemeth to the justices here, that the said *M.* ought to recover against the said *W.* the value of the third part of the tenements aforesaid, with the appurtenances, and her damages occasioned

sioned by detaining her dower aforesaid, from the aforesaid day of issuing out the original writ aforesaid, if, &c. Therefore the sheriff is commanded, that he cause to be made to the said *M.* full seisin of a third part of the tenements aforesaid, with the appurtenances; and that by the oath of good and lawful men of his bailiwick he diligently inquire, if the said *J.* died seised of the tenements aforesaid, with the appurtenances, in his demesne as of fee-simple, or in fee-tail; and if he shall so find by their inquisition, then that he inquire upon their oath, how much the tenements aforesaid are worth by the year in all issues above reprises, according to the just value thereof; as also what damages the aforesaid *M.* hath sustained, as well by occasion of the detaining her dower aforesaid from the said day of the issuing the original writ aforesaid, beyond the value thereof, as for her expences and costs by her laid out in this suit; and the inquisition, &c.

And the said *T. A.* by *R. H.* his attorney *Plea in dower,* cometh and saith, that the said *M.* ought not *husband not* to have her dower of the said tenements, *seised.* with the appurtenances, by the endowment of the said *J.* her late husband, because he saith, that the said *J.* her late husband, &c. neither at the day when he married the said *M.* nor at any time afterwards, was seised of the said tenements, with the appurtenances, whereof, &c. of such an estate as he could thereof endow the said *M.* And of this he puts himself upon the country; and the said *M.* doth so likewise, &c. Therefore, &c.

Middlesex,



*Debt on a  
judgment.*

Middlesex, *to wit*, R. D. late of London, carpenter, was summoned to answer unto L. P. of a plea, that he render to him 62 *l.* of lawful money of *Great Britain*, which he oweth to, and unjustly detaineth from him, &c. And whereupon the said L. by J. C. his attorney, saith, that whereas the said L. heretofore, that is to say, in *Easter* term in the 4th year of the reign of his present majesty king *George* the third, in his said majesty's court before Sir ——— knight, and his companions, then his said majesty's justices of the bench here at *Westminster* in the county of *Middlesex*, by the consideration of the same court recovered against the said R. 62 *l.* which were adjudged to the said L. in the same court for his damages which he had sustained, as well by occasion of the not performing certain promises and undertakings then lately made by the said R. to the said L. as for his costs and charges by him about his suit in that behalf expended, whereof the said R. is convicted, as by the record and proceedings thereof now remaining in his said majesty's said court here, *to wit*, at *Westminster* afore said in the said county of *Middlesex*, may appear; which said judgment still remaineth in its full strength, force and effect, not reversed, vacated, annulled, discharged or satisfied; and the said L. hath as yet obtained no satisfaction of the afore said judgment, whereby an action hath accrued to the said L. to demand and have of the said R. the said 62 *l.* yet the said R. (although often requested) hath not yet paid the said



62*l.* or any part thereof, to the said *L.* but hath hitherto refused, and still doth refuse to pay him the same, to the damage of the said *L.* 20*l.* And thereof he bringeth suit, &c.

And the said *R.* by *W. W.* his attorney *Plea Nul tiel* cometh and defendeth the force and injury, *record.* when, &c. and saith, that the said *L.* ought not to have his said action against him, because he saith, that there is not any such record of recovery of damages aforesaid against him the said *R.* in his said majesty's court before Sir \_\_\_\_\_ knight, and his brethren, his said majesty's justices of the common bench, as the said *L.* in his declaration hath above alledged: And this he is ready to verify; therefore prayeth judgment, if the said *L.* ought to have his said action thereof against him, &c.

And the said *L.* saith, that he by any thing *Replication,* before alledged ought not to be barred from *Habetur tale* having his aforesaid action maintained against *record'* the said *R.* because he saith, that there is such a record of recovery against him the said *R.* in his said majesty's court of common bench here remaining, as by the said declaration is above alledged; and this he is ready to verify by the said record; and he prayeth, that the said record may be inspected and seen by the justices here, &c. And because the said *L.* hath not the said record now ready here in court, it is told by the said court here to the said *L.* that he have the said record here on ——— The same day is given to the said *R.* here, &c.

Cooke.

Michaelmas term in the first year  
of the reign of king George the  
third.

Debt by adm- Middlesex, **L**EWIS Westcombe, otherwise  
nistrator de · to wit, called Westcombe late of Rock-  
bonis non, &c. ley in the county of York, esq; was summoned  
on a judgment recovered by to answer Robert Richardson, esq; admini-  
testator. strator of the goods and chattels, rights and  
credits which were of Robert Fairbeard, esq;  
deceased, at the time of his death, by Anne  
Swinburne, widow, executrix of the testa-  
ment of the said Robert Fairbeard, unadmi-  
nistered, with his testament annexed, of a  
plea, that he render to the said Robert Ri-  
chardson 602 l. 10 s. of lawful money of  
Great Britain, which he unjustly detaineth  
from him; and whereupon the said Robert  
Richardson, by Francis Woodhouse his attor-  
ney saith, that whereas lately, to wit, in the  
term of St. Hilary in the fifth year of the  
reign of our sovereign lady Anne late queen  
of Great Britain, &c. in the court of our  
said lady the late queen, before the then jus-  
tices of our said lady the late queen of the  
bench at Westminster, he the said Robert Fair-  
beard, by the consideration of the same court  
recovered against the said Lewis, by the  
name of Lewis Westcome, late of Rockley in  
the county of York, esq; as well a certain  
debt of 600 l. as 50 s. which were adjudged  
to the said Robert Fairbeard for his damages  
which

which he had by occasion of the detaining that debt, whereof the said *Lewis* was convicted, as by the record and process thereof now remaining in the court of our lord the present king of the bench at *Westminster* aforesaid in the said county of *Middlesex* plainly appeareth; and the said *Robert Richardson* further saith, that the said judgment still remaineth in its full force, strength and effect, no ways satisfied, reversed or annulled; and that the said *Robert Fairbeard* in his lifetime, or the said *Anne Swinburne* in her lifetime, or either of them, or he the said *Robert Richardson* after the death of the said *Anne* (\* to which said *Robert Richardson* ad-  
mini-

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\* If an archdeacon commits administration, it need not be shewed by what authority, for he is *Oculus episcopi*, & *de jure ordinario* is to commit administration. *Cluberton and Trudgeon*, *Cro. Jac.* 556. *Style* 54. 1 *Lev.* 193. So if granted by an official. *Cro. Eliz.* 102. 2 *Mod.* 65. By commissary. 1 *Lutw.* 9. By chancellor. *Littlel. Rep.* 79, 80. 1 *Leon.* 312. *Hctt.* 68. *Per vicarium generalem in spiritualibus episcopi B. &c.* 1 *Lev.* 312. If granted by dean, it must be shewed by what authority. *Cro. Eliz.* 791. So if granted by *A. B. Sacræ theologiæ professor.* *Morgan and Williams*, *Moor* 367. *Pl.* 504. *Cro. Eliz.* 431. Where granted by archbishop, it need not be shewed there were *Bona notabilia.* *Woodward and Thomson*, *Cro. El.* 907. Nor need be shewed whether as ordinary, or by his prerogative. *Cro. Eliz.* 6. It is sufficient to shew, that the king granted administration without shewing his power, for he hath universal jurisdiction. *All.* 53. 1 *Sid.* 302. Though in a declaration the bishop's authority to grant administration need not be shewed; yet it is otherwise in a bar. *Chard and Bird*, *Cro. Eliz.* 838. And for this diversity *vide*



administration of the goods and chattels, rights and credits which were of the said *Robert Fairbeard* at the time of his death unadministered by the said *Anne*, after the death of the said *Anne*, to wit, on the 20th day of *July* in the year of our Lord 1727, at *Westminster* afore said in the said county of *Middlesex*, was in due manner, (with the testament of the said *Robert Fairbeard* annexed) committed by *William*, by Divine Providence archbishop of *Canterbury*) have not, nor hath any one of them sued out execution against the said *Lewis* upon the said judgment for the debt and damages afore said; whereby an action hath accrued to the said *Robert Richardson*, as administrator as afore said, to demand and have of the said *Lewis* the said 602*l.* 10*s.* Yet the said *Lewis*, although often required, &c. hath not paid the said 602*l.* 10*s.* to the said

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1 *Leon.* 312. *Lit.* 79, 80. 1 *Sid.* 302. *Style* 105, 282. 1 *Lew.* 193.—*Palm.* 97, 98. And a diversity taken where committed by one that hath a particular jurisdiction within a certain circuit, for there it ought to be specially shewed, that he is ordinary of that place; but otherwise where committed by an archbishop who hath episcopal jurisdiction, and the power of the bishop. *Skidmore* and *Winston*, *Cro. Eliz.* 879. 1 *Sid.* 228, 302. *Style* 54. 1 *Salk.* 38. 4 *Mod.* 133.

If shewed that administration was *debito modo* granted to the plaintiff *per A. B. Commissarium & officium peculiaris jurisdictionis de B.* it is well enough without shewing he had power to grant administration, for every peculiar hath an ordinary. *Denham* and *Stephenson*, *Salk.* 40. *Mason* and *Hampton*, 4 *Mod.* 133. 1 *Show.* 355. *Comb.* 196. 6 *Mod.* 241.

*Robert*



*Robert Fairbeard* in his life-time, or to the said *Anne Swinburne* after the death of the said *Robert Fairbeard*, or to either of them, or to the said *Robert Richardson*, after the death of the said *Anne*; but refused to pay the same to the said *Robert Fairbeard* in his life-time, and to the said *Anne Swinburne* after the death of the said *Robert Fairbeard*, and still refuseth to pay the same to the said *Robert Richardson*, and unjustly detaineth, in delay of the administration of the goods and chattels, rights and credits of the said *Robert Fairbeard* unadministered by the said *Anne Swinburne* in her life-time, and to the damage of the said *Robert Richardson* of 10*l.* and thereof he bringeth his suit, &c. \* And the said *Robert Richardson* bringeth here into court the said letters of administration, which

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\* If one brings an action as administrator, he must make a *Profert in cur.* of his letters of administration, by which he is intitled to the action. *Cuts and Bennet, Cro. Jac. 409, 412.* Held matter of substance; diversity where one brings an action, and where one pleads an administration in bar. *Curt. 227. 6 Mod. 242. Cro. Jac. 556. Vide 1 Sid. 98. Style 236, 282.* A verdict did not help, because not necessary to be proved on the trial. But it is now remedied by 16 & 17 *Car. 2. Salk. 38. 4 Mod. 133. Comb. 196.*

After verdict, judgment shall not be stayed or reversed for want of a *Profert in curia* of any letters of administration. *Stat. 16 & 17 Car. 2. c. 8.*

No advantage or exception shall be taken for the default of alledging the bringing into court letters of administration; but the court shall give judgment according to the right, unless the same be particularly set down, and shewed for cause of demurrer. *Stat. 4 & 5 Ann. c. 16.*

testify the committing the said administration in form aforesaid; the date whereof is on the day and year in that behalf above-mentioned, &c.

*Debt on a judgment of the palace court.*

Surrey, *to wit*, J. M. late, &c. was summoned to answer H. G. of a plea, that he render to him 99s. and 8d. which he oweth to and unjustly detaineth from him, &c. And thereupon the said H. by J. C. his attorney saith, that whereas the said H. (that is to say) at the court of the king's palace at *Westminster*, held before the judges of the said court there (*to wit*, at *Southwark* in the county of *Surrey* aforesaid, within the jurisdiction of the said court, on *Friday* the 23d day of *January* in the sixth year of the reign of the present king, by consideration of the said court recovered against the said J. M. (by the name of J. M.) 99s. and 8d. which were assessed to the said H. in the aforesaid court of the king's palace at *Westminster*, held before the said judges of the said court there, for his damages which he had sustained, as well by occasion of the not performing several promises and undertakings made by the said J. M. to the said H. as for his costs and charges by him about his suit in that behalf expended, whereof the said J. is convicted, as by the record and proceedings thereof in the same court of the king's palace at *Westminster*, held before the judges of the said court there, *to wit*, at *Southwark* aforesaid, in the county of *Surrey* aforesaid, within the jurisdiction of the said court there remaining

may appear; which said judgment still remaineth in the said court there in full force, not in the least satisfied, reversed or discharged; and the said *H. G.* hath not as yet sued out any execution upon that judgment, by which an action hath accrued to the said *H.* to require and have of the aforesaid *J. M.* the aforesaid 99 s. and 8d. *Yet, &c.*

Plea, *Nul tiel record.*

Repl. *Habetur tale record.*

And hereupon the said *H.* prayeth the king's writ to be directed to the judges of the court of the kings palace at *Westminster*, and to every of them, to certify to the justices of the said lord the king here, whether there be such record of such recovery of the said 99s. and 8d. against him the said *J.* by the said *H.* or not; and it is granted to him, returnable here ——— At which day here comes as well the said *H.* as the said *J.* by their attornies aforesaid, and the said judges of the court, namely, *W.* duke of *D.* steward of the king's household, Sir *P. M.* knight, marshal of the said household, and Sir *T. A.* knight, steward of the palace court aforesaid, sent to the justices here the record aforesaid, whereof there is mention above made between the parties aforesaid, and remaining before them; which said writ and record remain filed amongst the records here, without day, &c.

Whereupon the said *H.* prayeth judgment and his debt aforesaid, together with his da-

mages by reason of detaining the said debt, to be adjudged to him, &c.

### Dickins.

*Trinity term in the eighth year of the reign of king George the third.*

*Debt on bond  
by executor  
against an heir  
at law.*

London, **J**OHN Stout, late of the town *to wit.* of Hertford in the county of Hertford, gent. brother and heir of Henry Stout, late of the island of Jamaica, esq; deceased, otherwise lately called Henry Stout, *nunc in* London, *sed de insula* Jamaicae, armiger, was summoned to answer Sarah Fitter, widow, executrix of the testament and last will of James Fitter, late of London, merchant, deceased, of a plea that he render to her 4330*l.* which he unjustly detaineth, &c. and whereupon the said Sarah, by Joshua Sharpe her attorney saith, that whereas the said Henry, brother of the said John, whose heir he is, in his life-time, *to wit,* on the fifth day of November in the year of our Lord 1765, at London, *to wit,* in the parish of St. Mary Le Bow in the ward of Cheap, by his writing obligatory acknowledged himself to be bound to the said James in his life-time in the said 4330*l.* to be paid to the said James when he should be thereunto required; and to which payment well and faithfully to be made he bound himself and his heirs by the said writing; Yet the said Henry in his life-time, and the said John, brother

1 Lev. 103,  
224.



brother and heir of the said *Henry*, after the death of the said *Henry* (although often required) have not, nor hath either of them paid the said 4330*l.* to the said *James* in his life-time, or to the said *Sarah* after the death of the said *James*, but refused to pay the same to the said *James* in his life-time, and to the said *Sarah* after his death; and the said *John* still refuseth to pay the same to the said *Sarah*, and unjustly detaineth, in delay of the faithful execution of the said testament: Whereupon she saith she is injured, and hath damage to the value of 20*l.* and thereof she bringeth suit, &c. And the said *Sarah* bringeth here into court, as well the said writing which testifieth the said debt in form aforesaid, whose date is the same day and year aforesaid\*, as the letters testamentary

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\* When one sues as executor, he must in his declaration shew forth the testament to intitle him to the action. *Edwards and Stapleton, Cro. Eliz.* 551. *Cope and Lewin, Hob.* 38. *1 Brownl.* 9. *Browning and Fuller, Cro. Jac.* 299. It is matter of substance, and not form only. *1 Brownl.* 200. But whether substance or form. *Hob.* 233. *Cro. Jac.* 556. *2 Saund.* 402. *1 Sid.* 249. Diversity taken, where upon the executor's own possession, and where upon the possession of the testator. *2 Rcl. Rep.* 428. *Hob.* 218. Where the want thereof is helped by the defendant's pleading thereto. *1 Salk.* 37, 38. *6 Mod.* 135. *Comb.* 465. *Noy* 63.

After verdict, judgment shall not be stayed or reversed for want of a *Profert in curia* of any letters testamentary. *Stat.* 16, 17 *Car.* 2. c. 8.

No

testamentary of the said *James*, whereby it appeareth to the court here, that the said *Sarah* is executrix of the testament and last will of the said *James*, and thereof hath the administration, &c.

*Plea,*  
*Riens per*  
*discent.*  
 1 Lev. 130,  
 224.  
 Stat. 3, 4 W.  
 & M. c. 14.  
 5 Mod. 122.  
*Redshaw and*  
*Hester.*  
*Jeffry and*  
*Barrow, Pas.*  
 10 Annæ.  
 Cases in law  
 and equity 18.

And the said *John*, by *Thomas Smith* his attorney, cometh and defendeth the force and injury, when, &c. and saith, That he ought not to be charged with the debt aforesaid, as brother and heir of the said *Henry*, by virtue of the said writing, because protesting, that the writing aforesaid is not the deed of the said *Henry*; And for plea saith, that he hath not any lands or tenements by descent, as heir to the said *Henry*, in fee-simple, nor had on the day of obtaining the original writ of the said *Sarah*, nor at any time since; and this he is ready to verify: Wherefore he prayeth judgment, if he ought to be charged with the debt aforesaid, as brother and heir of the said *Henry*, by virtue of the writing aforesaid.

*Lilly 147.*  
*Replication.*

And the said *Sarah* saith, that by any thing by the said *John* above in pleading alledged, she ought not to be precluded from having her said action against him, because she saith, that before the day of ob-

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No advantage or exception shall be taken for the default of alledging the bringing into court of letters testamentary, but the court shall give judgment according to the right, unless the same be particularly set down and shewn for cause of demurrer. *Stat. 4, 5 Ann. c. 16.*

taining

taining her said original writ, *to wit*, on the 3d day of *April* in the 6th year of the reign of our said lord the now king, the said *John* had *sufficient* lands and tenements by descent, as heir to the said *Henry*, in fee-simple, whereout he might have satisfied the said *Sarah* the debt and damages aforesaid, *to wit*, at *London* aforesaid, in the parish and ward aforesaid; and this she is ready to verify: Wherefore she prayeth judgment, and that the said debt, together with the damages by means of the detention of the said debt, may be adjudged unto her, &c.

And the said *John* saith, that before the day of obtaining the said original writ of the said *Sarah*, he had not *sufficient* lands and tenements by descent, as heir to the said *Henry*, in fee-simple, whereout he might have satisfied the said *Sarah* the debt and damages aforesaid *or any part thereof*, as the said *Sarah* hath in replying above alledged: And of this he putteth himself on the country, &c. And the said *Sarah* doth so likewise, &c.

Oxfordshire, *to wit*, *A. H.* late, &c. Debt on a bond (otherwise called, &c.) was summoned to answer *W. B.* *J. V.* and *T. B.* of a plea, that she render to them 10*l.* of lawful money of *Great Britain*, which she oweth to them, and unjustly detaineth, &c. and whereupon the said *W. J.* and *T.* by *C. C.* their attorney say, that whereas the said *A.* on the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_, at \_\_\_\_\_ in the county aforesaid, by her certain writing obligatory had

*Rejoinder:*

*by surviving obligees.*

had acknowledged herself to be bound to the said *W.* and to one *V. S.* now deceased (whom the said *W. J.* and *T.* survived) and the said *J.* and *T.* in the aforesaid 10*l.* to be paid to them the said *W. V. J.* and *T.* when she the said *A.* should be thereunto required; Yet the aforesaid *A.* (though often required) hath not paid the said 10*l.* to the said *W. V. J.* and *T.* or any of them, in the life-time of the said *V.* or to the said *W. J.* and *T.* or any of them, since the death of the said *V.* (whom the said *W. J.* and *T.* survived) but hath refused to pay them the same, and yet doth refuse to pay the same to the said *W. J.* and *T.* Whereupon they say they are injured, and have damage to the value of 10*l.* and thereof they bring suit, &c. And they bring here into court the said writing obligatory, which testifieth the debt aforesaid in form aforesaid, the date whereof is on the day and year abovesaid, &c.

*Debt on a bond* Middlesex, to wit, *J. M.* late of *West-*  
*by the executor* *minster* in the county of *Middlesex* aforesaid,  
*of the obligee.* lime-merchant, otherwise called *J. M. de*  
*paroch. sanct. Margar' Westminster. in com.*  
*Middlesex,* ——— was summoned to answer  
 unto *W. F.* executor of the testament and  
 last will of *R. F.* his late father deceased, in  
 a plea, that he render to the said *W. F.*  
 200*l.* which he unjustly detaineth from him,  
 &c. And whereupon the said *W. F.* by  
*W. W.* his attorney saith, that whereas the  
 aforesaid *J.* the 22d day of *April* in the  
 year



year of our Lord 1728, at *Westminster* afore-  
said in the county aforeaid, by his certain  
writing obligatory acknowledged himself to  
be held and firmly bound unto the aforeaid  
*R. F.* in his life-time in the aforeaid 200*l.*  
to be paid to the aforeaid *R. F.* his execu-  
tors or administrators, when he the said *J.*  
should be thereunto required: Nevertheless  
the aforeaid *J.* (although often required)  
the aforeaid 200*l.* to the aforeaid *R. F.* in  
his life-time, or, to the aforeaid *W. F.* af-  
ter the decease of the aforeaid *R. F.* hath  
not paid, but hath refused to pay them the  
same, and still refuseth to pay the same to  
the said *W. F.* and unjustly detaineth the  
same: Whereupon the said *W. F.* saith that  
he hath sustained damage to the value of  
10*l.* and thereof he bringeth this suit, &c.  
And he bringeth here into court as well the  
writing obligatory aforeaid, which testifieth  
the debt aforeaid in form aforeaid, the date  
whereof is on the day and year aforeaid, as  
also the letters testamentary of the aforeaid  
*R. F.* whereby it sufficiently appeareth to the  
court here, that the aforeaid *W. F.* is the  
executor of the testament and last will of the  
aforeaid *R. F.* and thereupon to have admi-  
nistration, &c.

*J. J.* late of, &c. executor of the testa-  
ment and last will of *E. B.* deceased, was  
summoned to answer *J. T.* of a plea, that  
he render to him 120*l.* which he unjustly  
detaineth from him, &c. And whereupon  
the said *J. T.* by *W. W.* his attorney saith,  
that whereas the above-named *E.* in her life-  
time,

*Debt on a bond  
against the ex-  
ecutor of the  
obligor.*

time, *to wit*, on the — day of —, in the year of our Lord —, at — in the county of — aforesaid, by her writing obligatory acknowledged herself to be bound to the said *J. T.* in the aforesaid 120*l.* to be paid to the same *J. T.* when she the said *E.* should be thereunto required; *Nevertheless* the said *E.* in her life-time, or the said *J. J.* after the death of the said *E.* although often required, have not, nor hath either of them paid the said 120*l.* to the said *J. T.* but they refused, and the aforesaid *J. J.* doth still refuse to pay him the same; and whereupon the said *T.* saith he is injured, and hath damage to the value of 10*l.* and thereof he bringeth his suit, &c. and he bringeth here into court the writing aforesaid, which testifieth the debt aforesaid in form aforesaid, the date whereof is on the same day and year aforesaid.

*Plea,*  
Ne unques  
executor.

And the said *J. J.* by *F. B.* his attorney cometh and defendeth the force and injury, when, &c. and saith, that the said *J. T.* ought not to have or maintain his said action against him, because he saith, that he the said *J. J.* never was executor of the testament and last will of *E. B.* deceased, as the said *J. T.* by his said declaration above alledgeth, neither did he ever as an executor of the testament and last will of the said *E. B.* administer any of the goods and chattels which were the said *E. B.*'s at the time of her decease; and this he is ready to verify: Wherefore he prayeth judgment, if the said

*J. T.*

J. T. ought to have his said action against him, &c.

And the said J. saith, that he ought not *Replication.* to be precluded from having his aforesaid action against the said J. because he saith that the aforesaid J. hath, as executor of the testament and last will of the said E. B. administered divers goods and chattels which were of the said E. B. at the time of her decease, that is to say, at ———— aforesaid: And this he prayeth may be inquired of by the country, &c.

Cooke.

*Michaelmas term in the seventh year of the reign of king George the third.*

Surrey, J. L. late of Saint Olave in South-*Debt on a bail-*  
*to wit.* J. wark, in the county of Surrey *bond at the suit*  
aforesaid, woolstapler, was attached by his *of an attorney.*  
present majesty's writ of privilege issuing out of this court, to answer to L. R. gentleman, one of the attornies of his said majesty's court of common bench here, according to the liberties and privilèges of the same court for such attornies, and other ministers of the same bench from time beyond the memory of man used and approved in the same court, in a plea of debt, and whereupon the said L. in his proper person saith, that the said J. hath not rendered to him the said L. 63 l. 2 s: of lawful money of *Great Britain,* which he oweth to him, and unjustly detaineth,

taineth, for that whereas, on the 29th day of *June* in the 6th year of his present majesty's reign, the said *L.* (he being then one of the attornies of the said court of common bench) sued forth out of his majesty's said court of common bench here, *to wit*, at *Westminster* in the county of *Middlesex*, his said majesty's writ, called a writ of attachment of privilege, against the said *J. L.* woolstapler, directed to the sheriff of the said county of *Surrey*, by which said writ the said sheriff was commanded by his said majesty to attach the said *J. L.* if he should be found within his bailiwick, and him safely keep, so that he might have him before his said majesty's justices at *Westminster*, on *Monday* next after three weeks from the day of *Saint Michael* then next following, to answer the said *L.* one of the attornies of his said majesty's court of common bench, according to the liberties and privileges of that court for such like attornies and other ministers of the same bench used and approved of in the same, from the time whereof there was not any remembrance to the contrary, in a plea of *trespass upon the case*, and that the said sheriff should have there that writ; which said writ afterwards, and before the return thereof, that is to say, on the 11th day of *August* in the year of our Lord 1766, at the said parish of *St. Olave, Southwark*, in the said county of *Surrey*, was delivered by the said *L.* to *J. R.* then, and continually afterwards until the return of the said writ, sheriff of the said county of *Surrey*, to be  
executed



executed in due form of law; by virtue of which said writ the said J. R. afterwards, and before the return of the said writ, that is to say, on the said 11th day of *August* in the said year of our Lord last above-mentioned, at the said parish of *St. Olave Southwark* aforesaid, within his bailiwick, arrested the said J. L. and had and detained him there in his custody by virtue of the said writ, until the said J. L. afterwards, and before the return of the said writ, *to wit*, on the said 11th day of *August* in the year of our Lord 1767, at the parish of *St. Olave Southwark* aforesaid in the said county of *Surrey*, by his writing obligatory, commonly called a bail-bond, *acknowledged himself* to be held and firmly bound to the said J. R. by the name of J. R. esq; high sheriff of the county of *Surrey* aforesaid, in the sum of 63*l.* 2*s.* of good and lawful money of *Great Britain*, to be paid to the said sheriff when he should be thereto required, with a condition thereunder written, that if the said J. L. should appear before his said majesty's justices at *Westminster*, on the said *Monday* next after three weeks from the day of *Saint Michael*, to answer the said L. one of the attornies, and so forth, in the said plea of trespass upon the case, that then that obligation to be void and of no force; otherwise to stand and remain in full force, vigour and effect; which said writing obligatory, with the said condition there under written, was taken by the said sheriff by virtue of the said writ, and by force of the statute in

such case lately made and provided. And the said *L.* in fact saith, that the said *J. L.* did not appear before his said majesty's justices at *Westminster*, on the said *Monday* next after three weeks from the day of *Saint Michael*, in the condition aforesaid mentioned, to answer to the said *L.* in his said plea of trespass upon the case, according to the form and effect of that condition, whereby that writing obligatory became forfeited to the said *J. R.* and the same being so forfeited, and the money therein mentioned, or any part of it, not being paid, he the said *J. R.* sheriff of the said county of *Surrey* afterwards, that is to say, on the first day of *November* in the year of our Lord 1737, at the said parish of *Saint Olave Southwark*, assigned to the said *L.* the said writing obligatory, by indorsing the same, and attesting it under his hand and seal in the presence of two credible witnesses, *to wit*, *E. H.* and *G. N.* according to the form of the statute in such case made and provided; by reason of which said premisses, and by force of the statute in such case made and provided, an action hath accrued to him the said *L.* as assignee of the said *J. R.* sheriff of the said county of *Surrey*, to demand and have of the said *J. L.* the said sum of 63*l.* 2*s.* Nevertheless the said *J. L.* (although often requested) hath not rendered the said sum of 63*l.* 2*s.* to the said *L.* but hitherto always hath refused, and still doth refuse, to render the same to the said *L.* and the aforesaid sum of money mentioned in the said writing

writing obligatory is still remaining unsatisfied, to the damage of him the said L. of 40s. and thereof he bringeth suit, &c. And the said L. bringeth here into court the writing obligatory aforesaid, in form aforesaid indorsed, which testifieth the said debt in manner aforesaid, and beareth date the day and year in that respect above-mentioned, &c.

John Doe,  
and  
Richard Roe, } Pledges for prosecuting.

Hilary term, &c.

London, *O. W.* late of London, linen-dra-  
*to wit,* per, was summoned to answer  
our lord the king, and J. C. who as well  
for our said lord the king as for himself  
prosecuteth in this behalf, of a plea that he  
render to our said lord the king and the said  
J. C. who as well, &c. 1260*l.* which to our  
said lord the present king and the said J. C.  
who as well, &c. he oweth and unjustly de-  
taineth, and whereupon the said J. C. who  
as well for our said lord the king as for him-  
self prosecuteth in this behalf by *W. W.* his  
attorney, saith, that by a certain indenture  
made at London aforesaid, *to wit,* in the pa-  
rish of Saint Mary le Bow in the ward of  
*Cheap,* after the first day of *May* in the year  
of our Lord 1710. *to wit,* on the 21st day of  
*August* in the year of our Lord 1763. between  
one *T. H.* son of *W. H.* late of *C.* in the

*Declaration in  
debt Qui tam  
on the stat. 8  
Anne, c. 9.  
s. 35. For not  
inserting in in-  
dentures of ap-  
prenticeship the  
full sum re-  
ceived.*



county of *Derby*, esq; deceased, and the said *O. W.* and in due manner executed, bearing date on the same day and year, the said *T.* put himself apprentice to the said *O.* by the name of *O. W.* citizen and leather-feller of *London*, to be instructed in his art and business of a linen-draper, to serve as an apprentice from the day of the date of the said indenture, until the full end and term of seven years from thence next ensuing fully to be complete and ended; which said indenture, then and there made and executed, contained all the covenants, articles, contracts and agreements, relating to the serving the said apprenticeship; and that in consideration of the premises, and for and in respect of the said apprenticeship, the said *T.* then, *to wit*, on the said 21st day of *August* in the said year of our Lord 1763. at *London* aforesaid, in the parish and ward aforesaid, paid to the said *W. O.* 300 pieces of coined gold money of *Great Britain*, called guineas, of the value in ready money of 315*l.* as a reward and consideration for taking the said *T.* to be his apprentice, as aforesaid; and that the said sum of money of 300 pieces of coined gold so given and paid, as aforesaid, was not truly and fully inserted, written and specified in the same indenture, according to the form of the statute in such case lately made and provided, but in the place of it the sum of 300*l.* only was inserted, written and specified in the same indenture, contrary to the form and effect of that statute, whereby an action has accrued to our said lord the

king



king and the said J. C. who. as well, &c. to demand and have of the said O. 630*l.* parcel of the said 1260*l.* being double the sum so given and paid as aforesaid. *And also* Second count. *whereas* by one other indenture made at *London* aforesaid, in the parish and ward aforesaid, after the first day of *May* in the year of our Lord 1710. aforesaid, *to wit*, on the said 21st day of *August* in the year of our Lord 1763. between one *T. H.* another son of the said *W. H.* late of *C.* in the county of *Derby*, esq; deceased, and the said *O. W.* and in due manner executed, bearing date on the same day and year, the said last-mentioned *T.* put himself apprentice to the said *O. W.* to be instructed in his said art and business of a linen-draper, to serve him after the manner of an apprentice, from the day of the date of the said last indenture, until the full end and term of seven years from thence next ensuing and fully to be complete and ended; which said last indenture, then and there made and executed, contained all the covenants, articles and agreements relating to the serving the said apprenticeship last mentioned; and that in consideration of the premisses, and for and in respect of the said apprenticeship last mentioned, the said *T.* then, *to wit*, on the said 21st day of *August* in the said year of our Lord 1763. at *London* aforesaid in the parish and ward aforesaid, paid to the said *O. W.* 315*l.* of lawful money of *Great Britain*, as a reward and consideration for taking the said last mentioned *T.* to be his apprentice as aforesaid; and that the said sum of 315*l.*

so given and paid as aforesaid, was not truly and fully inserted, written and specified in the said last indenture, according to the form and effect of the statute in such case lately made and provided, but in the place thereof the sum of 300*l.* only was inserted, written and specified in the said last indenture, contrary to the form and effect of that statute, whereby an action has accrued to our said lord the king and the said *J. C.* who as well, &c. to demand and have of the said *O. W.* other 630*l.* residue of the said 1260*l.* being double the last mentioned sum so given and paid as aforesaid; Yet the said *O. W.* (although often required) hath not yet rendered the said 1260*l.* or any parcel thereof, to our said lord the king and the said *J. C.* who as well, &c. or to either of them, but hath hitherto refused, and still doth refuse, to render the same to them, to the damage of the said *J. C.* who as well, &c. of 10*l.* And thereof as well for our lord the king, as for himself, he bringeth suit, &c.

*Debt against a  
sheriff for an  
escape.*

London, to wit, *H. H.* late of London, knight, and *R. A.* late, &c. esq; were summoned to answer unto *R. C.* in a plea that they render to him 13*l.* which they owe, and unjustly detain from him, &c. and whereupon the said *W.* by *J. T.* his attorney saith, that whereas the said *W.* by the name of *W. C.* otherwise, to wit, in the term of the holy *Trinity* in the 6th and 7th years of the reign of the lord the now king, in the court of our lord the now king of the  
common

common bench at *Westminster*, before Sir knight and his companions, then justices of our lord the king of the same bench at *Westminster*, did recover by judgment of the said court against *T. B.* by the name of *T. B.* 13*l.* for damages, which he the said *W. C.* hath sustained by reason of the said *T.*'s not performing certain promises and undertakings then lately made to the said *W.* as for his costs and charges by him laid out about the said suit whereof the said *T.* is convicted, as by the record and proceedings thereof remaining in the said court may more fully appear; and the said *W. C.* afterwards, *to wit*, the 13th day of *June* in the fifth year of the reign of the lord the now king, prosecuted out of the said court of common bench, of and upon the said judgment, a certain writ of the lord the now king, directed to the sheriffs of *London*, by which writ the lord the now king commanded them that they should take *T. B.* if he was to be found in their bailiwick, and him safely keep, so that they might have his body before the justices of our lord the king at *Westminster*, in————— to satisfy *W. C.* for 13*l.* which in the court of the lord the king, before the justices of our lord the king at *Westminster*, had been awarded to the said *W. C.* for his damages which he had sustained by reason of the not performing several promises and undertakings made by the said *T.* to the said *W.* at *W.* whereof he was convicted. And reciting, whereas the sheriff of the lord the king, of *Middle-*



*sex* had returned to the justices of the lord the now king at *Westminster*, in ——— then last past, that the said *T.* was not to be found in his bailiwick; and in as much as it was sufficiently testified in the said court of the lord the king, that he lurked and wandered up and down in their bailiwick, and that they should have there that writ, which writ prosecuted as aforesaid the said *W. C.* afterwards, and before the return thereof, *to wit*, on the 30th day of *June* in the same 7th year of the lord the now king, at *London* aforesaid, in the parish of *St. Mary Le Bow* in the ward of *Cheap*, delivered to the said *H. H.* and *R. A.* then being sheriffs of *London* in due form of law to be executed; by virtue of which writ the said *H. H.* and *R. A.* then being sheriffs of *London* as aforesaid, afterwards, and before the return of the said writ, *to wit*, the same day and year at *London* aforesaid, in the parish and ward aforesaid, took and arrested the said *T.* and then and there had him in their custody in execution for the said damages; and the said *T.* being so as aforesaid in the custody of the said *H. H.* and *R. A.* then being sheriffs of *London*, in execution for the damages aforesaid, the said *H. H.* and *R. A.* then being sheriffs as aforesaid, the same day and year at *London* aforesaid, in the parish and ward aforesaid, without the licence and against the will of the said *W. C.* voluntarily permitted the said *T.* to go out of their custody at large where he would, the said *W. C.*

C.



C. of his said damages then or yet not being satisfied, by reason whereof an action accrued to the said *W. C.* to demand and have of the said *H. H.* and *R. A.* the said sum of 13*l.* yet the said *H. H.* and *R. A.* have not, nor hath either of them rendered to the said *W. C.* the said 13*l.* but altogether have, and each of them hath hitherto refused, and yet do, and each of them doth yet refuse to render the said 13*l.* to the said *W. C.* wherefore he saith that he is damaged and hath damage to the value of 20*l.* And thereof he bringeth suit, &c.

London, to wit, *J. B.* late of London, merchant, was attached to answer *R. S.* of a plea of trespass on the case, &c. and whereupon the said *R.* by *W. W.* his attorney complaineth, that whereas the said *R.* the 17th day of *October* in the year of our Lord 1734. at London (that is to say) in the parish of *St. Mary le Bow*, in the ward of *Cheap*, according to the use and custom of merchants, caused to be made a certain writing of insurance, commonly called a policy of insurance, by which said writing the said *R.* by the name of *R. S.* as well in his own name as for and in the name and names of all and every other person or persons to whom the same did, might or should appertain in part or in all, did make assurance, and caused himself and them, and every of them, to be insured, lost or not lost, at and from *London* to *Rotterdam*, and thence to  
*Gambia*

*Declaration on  
a policy of in-  
surance on a  
ship.*

*Gambia and Cape Coast*, upon any kind of goods and merchandizes whatsoever, loaden, or to be loaden aboard the good ship or vessel called the *Dolphin*, whereof was master under God for that present voyage *J. N.* or whosoever else should go for master in the said ship, or by whatsoever other name or names the same ship, or the master thereof, was or should be named or called, beginning the adventure upon the said goods and merchandizes from and immediately following the loading thereof aboard the said ship at *London* or elsewhere, and so should continue and endure until the said ship, with the said goods and merchandizes whatsoever, should be arrived at *Rotterdam*, and during her stay there and thence to *Gambia*, and during her stay there and thence to *Cape Coast*, and the same there safely landed; and it should be lawful for the said ship in that voyage to stop and stay at any ports or places whatsoever, without prejudice to that Insurance; the said goods and merchandizes by that agreement were and should be valued at \_\_\_\_\_, without farther account to be given by the assured for the same. Touching the adventures and perils which they the assurers were contented to bear, and did take upon them in that voyage, they were of the seas, men of war, fire, enemies, pirates, rovers, thieves, jettizons, letters of mart and countermart, surprizals, takings at sea, arrest, restraints and detainments of all kings, princes and people, of what nation, condition or quality

quality soever, barratry of the master and mariners, and of all other perils, losses and misfortunes, that had or should come to the hurt, detriment or damage of the said goods and merchandizes, or any part thereof; and in case of any loss or misfortune it should be lawful for the assured, their factors, servants or assigns, to sue, labour and travel for and about the defence, safe-guard and recovery of the said goods and merchandizes, or any part thereof, without prejudice to that insurance, to the charges whereof they the assurers would contribute each one according to the rate and quantity of his sum therein assured; and it was agreed by them the assurers, that that writing or policy of insurance should be of as much force and effect as the surest writing or policy of insurance thencefore made in *Lombard-street*, or in the *Royal Exchange*, or elsewhere in *London*, and so they the assurers were contented, and did thereby promise, and bind themselves each one for his own part, their heirs, executors, and goods, to the assured, their executors, administrators and assigns, for the due performance of the premises, confessing themselves paid the consideration due to them for that assurance by the assured, at and after the rate of 3*l.* 10*s.* *per cent.* and in case of loss (which God forbid) the assured to abate 10*l.* *per cent.* In witness whereof they the assurers have subscribed their names and sums assured in *London*, as by the said writing more fully appears; of which said writing the said J. afterwards,



afterwards, *to wit*, on the said 17th day of *October* in the said year of our Lord 1734, at *London* aforesaid, in the parish and ward aforesaid had notice, and thereupon the said *J.* afterwards, *to wit*, on the day and year last mentioned at *London* aforesaid, in the parish and ward aforesaid, in consideration that the said *R.* at the special instance and request of the said *J.* had then and there paid to the said *J.* the sum of 3*l.* 10*s.* of lawful money of *Great Britain* (being the reward of the assurance of 100*l.*) and had promised to perform all things in the said writing contained on the part of the assured, to be performed for the assurance of 100*l.* to be made by the said *J.* according to the tenor of the said writing, he the said *J.* took upon himself, and then and there faithfully promised to the said *R.* to become the assurer of the said *R.* for 100*l.* to perform all and singular the things in the said writing contained to be performed on the part of the assurer, according to the true intent and meaning of the said writing (the said sum of 100*l.* being the sum subscribed by the said *J.* to the said writing.) And the said *R.* in fact saith, that the said ship at the time of the making of the said writing, *to wit*, the said 17th day of *October* in the year 1734, was in safety, *to wit*, at *London* aforesaid, in the parish and ward aforesaid; and being so in safety afterwards, *to wit*, on the day and in the year last mentioned, the said ship last mentioned departed and sailed from *London* aforesaid, in the parish and ward aforesaid,

with



with the said goods and merchandizes loaded thereon, to sail to *Rotterdam* aforesaid, and from thence to *Gambia* and *Cape Coast* aforesaid in her said voyage; and the said *R.* further saith, that the said ship in her said voyage from *Rotterdam* aforesaid, before her arrival at *Cape Coast* aforesaid, to wit, the 29th day of *March* which was in the year of our Lord 1735, in sailing in her said voyage with goods and merchandizes loaded, and then on board her, to the value of 700*l.* of lawful money of *Great Britain*, upon the high seas was burnt and destroyed by fire, and the said ship and all the said goods and merchandizes were thereby then totally lost and destroyed, whereof the said *J.* afterwards, on the first day of *October* in the said year 1735, at *London* aforesaid, in the parish and ward aforesaid had notice, and the said *R.* then and there requested the said *J.* to pay to him the said *R.* 90*l.* parcel of the said 100*l.* assured by him the said *J.* as aforesaid (deducting 10*l.* the residue thereof) in respect of the said loss which the aforesaid *J.* ought to have paid to the said *R.* according to the said agreement; Yet the said *J.* not regarding his said promise and undertaking, but contriving, and fraudulently intending to deceive and defraud the said *R.* in this behalf, he the said *J.* (though often requested so to do) hath not paid to the said *R.* the said 90*l.* or any part thereof, nor hath in any kind contented him for the same, but hath altogether refused, and yet refuseth to pay to the said *R.* the said 90*l.*

or any part thereof, or in any manner to content him for the same.

A count for money had and received, damages 100 *l.*

*Declaration on Assumpsit to deliver goods according to agreement, earnest being given.*

London, *to wit*, J. P. late of *Westminster* in the county of *Middlesex*, chymist, was attached to answer unto N. G. in a plea, &c. That whereas the said J. on the 29th day of *October* in the year of our Lord 1734, at *London*, in the parish of *St. Mary Le Bow* in the ward of *Cheap*, had bargained and sold to the said N. 100 lb. weight of fine *Turkey Rhubarb*, at the rate of 23 *s.* per pound, amounting in the whole, according to that rate or price, to the sum of 115 *l.* the said J. the said 29th day of *October* at *London* aforesaid, in the parish and ward aforesaid, in consideration of 1 *s.* of good and lawful money of *Great Britain* to him the said J. by the said N. then and there in hand paid in part of payment, and of the sum of 114 *l.* 19 *s.* to the said J. by the said N. to be paid on the delivery of the said 100 lb. weight of fine *Turkey Rhubarb*, he the said J. did then and there undertake, and to the said N. then and there faithfully promise to deliver the said 100 lb. weight of the said fine *Turkey Rhubarb* upon the 30th day of the said month of *October* above-mentioned, at three of the clock in the afternoon of the same day at Mr. B.'s coffee-house; Yet the said J. not regarding his said promise and undertaking made as aforesaid, but contriving and fraudulently intending craftily