

Larciny; to the Value of twelve Pence only. Which is also Felony, but not capital; being punished with Whipping, or Transportation.

7.
 MIXED, or COMPOUND, Larciny is that wherein the Taking is accompanied with the Aggravation of being, 1. From the HOUSE. 2. From the PERSON.

8.
 Larcinies from the HOUSE, by Day or Night, are Felonies without Clergy, when they are, 1. Larcinies, above twelve Pence, from a Church; or from a Dwelling-House, or Booth, any Person being therein. 2. Larcinies, of five Shillings, by Breaking the House; though no Person be therein. 3. Larcinies, of forty Shillings, from the House; without Breaking, and though no Person be therein. 4. Larcinies, of five Shillings, from a Shop, &c; whether broken or not, and though no Person be therein.

9.
 Larciny from the PERSON is, 1. By PRIVATELY STEALING, from the Person of another, above the Value of twelve Pence. 2. By ROBBERY; or the felonious and forcible Taking, from the Person of another, in or near the Highway, Goods or Money of any Value, by Putting him in Fear. These are, both, Felonies without Clergy. An Attempt to rob is also Felony.

10.
 Malicious MISCHIEF, by Destroying Dikes, Goods, Cattel, Ships, Garments, Fishponds, Trees,

Sea or River Banks, Hopbinds, or Coalmines, is Felony; and, in most cases, without Clergy.

II.

FORGERY is the fraudulent Making or Alteration of a Writing, in prejudice of another's Right. Penalties: Fine; Imprisonment; Loss of Nose and Ears; Forfeiture; Judgment of Felony, without Clergy.

C H A P. XI.

Of the Means of PREVENTION, and the COURTS instituted for the PUNISHMENT, of Crimes and Misdemeanors.

I.

CRimes and Misdemeanors may be PREVENTED, by Compelling suspected Persons to give SECURITY: Which is effected by binding them in a conditional Recognizance to the King, taken in Court, or by a Magistrate.

2.

These Recognizances may be conditioned, 1. To keep the PEACE. 2. To be of the GOOD BEHAVIOUR.

3.

In the Method of PUNISHMENT may be considered, 1. The several COURTS of criminal Jurisdiction. 2. The several PROCEEDINGS therein.

4. The

4.

The criminal COURTS are, 1. Those of a PUBLIC and general Jurisdiction throughout the Realm. 2. Those of a PRIVATE and special Jurisdiction.

5.

PUBLIC Courts are, 1. The high Court of Parliament; which proceeds by Impeachment. 2. The Court of the Lord high Steward. 3. The Court of King's Bench. 4. The Court of Chivalry. 5. The Court of Admiralty, under the King's Commission. 6. The Courts of Oyer and Terminer, and general Goal-delivery. 7. The Court of Quarter-Sessions. 8. The Sheriff's Tourn. 9. The Court Leet. 10. The Court of the Coroner. 11. The Court of the Clerk of the Market.

6.

PRIVATE Courts are, 1. The Court of the Lord Steward, &c. by Statute of HENRY VII. 2. The Court of the Lord Steward, &c. by Statute of HENRY VIII. 3. The University Courts.

C H A P.

C H A P. XII.

*Of SUMMARY Convictions, and the first Stages
of REGULAR Prosecutions.*

I.

PROCEEDINGS in criminal Courts are; 1. SUM-
MARY. 2. REGULAR.

2.

SUMMARY Proceedings are such, whereby a Man may be convicted of divers Offences, without any formal Process or Jury, at the Discretion of the Judge or Judges appointed by Act of Parliament.

3.

REGULAR Proceedings, in the Courts of common Law, are, 1. ARREST. 2. COMMITMENT and BAIL. 3. PROSECUTION. 4. PROCESS. 5. ARRAIGNMENT, and it's Incidents. 6. PLEA and ISSUE. 7. TRIAL and CONVICTION. 8. CLERGY. 9. JUDGMENT, and it's Consequences. 10. AVOIDER of Judgment. 11. EXECUTION.

4.

An ARREST is the Apprehending, or Restraining, of one's Person; in order to be forthcoming to answer a Crime, whereof one is accused or suspected.

5.

This may be done, 1. By Warrant. 2. By an Officer, without Warrant. 3. By a private Person, without Warrant. 4. By Hue and Cry.

○

6. COM-

6.

COMMITMENT is the Confinement of one's Person in Prison, for safe Custody, by Warrant from proper Authority; unless, inailable Offences, he puts in sufficient BAIL, or Security for his future Appearance.

7.

PROSECUTION, or the Manner of accusing Offenders, is either by a previous Finding of a grand Jury, as, 1. By PRESENTMENT. 2. By INDICTMENT. Or, without such Finding, 3. By INFORMATION. 4. By APPEAL.

8.

A PRESENTMENT is the Notice taken by a grand Jury of any Offence, from their own Knowledge or Observation.

9.

AN INDICTMENT^y is a written Accusation of one or more Persons of a Crime or Misdemeanor, preferred to, and presented on Oath by; a grand Jury; expressing, with sufficient Certainty, the Person, Time, Place, and Offence.

10.

AN INFORMATION is, 1. At the Suit of the King and a Subject, upon penal Statutes. 2. At the Suit of the King only. Both differing from Indictments principally in this; that they are exhibited by the Informer, or the King's Officer; and not on the Oath of a grand Jury.

^y See APPENDIX, No. X. §. 1.

II.

AN APPEAL is an Accusation, brought by one private Subject against another, of Larciny, Rape, Mayhem, Arson, or Homicide; which the King cannot discharge or pardon.

CHAP. XIII.

Of PROCESS, ARRAIGNMENT, PLEA, and
ISSUE.

I.

PROCESS to bring in an Offender, when indicted in his Absence, is, in Misdemeanors, by *Venire facias*, Distress infinite, and *Capias*; in capital Crimes, by *Capias*² only: and, in both, by Outlawry.

2.

ARRAIGNMENT^a is the Calling of the Prisoner to the Bar of the Court, to answer the Matter of the Indictment.

3.

Incident hereunto are, 1. The Standing mute of the Prisoner; for which, in petit Treason, and Felonies of Death, he shall undergo the *Peine fort & dure*. 2. His Confession; which is either SIMPLE; or by way of APPROVEMENT.

4.

The PLEA, or defensive Matter alleged by the Prisoner, is, 1. A Plea to the Jurisdiction. 2. A

^a See APPENDIX, No. X. §. 1.

Demurrer in point of Law. 3. A Plea in Abatement. 4. A special Plea in Bar; which is, 1st, *Auterfoits acquit*; 2dly, *Auterfoits convict*; 3dly, *Auterfoits attaint*; 4thly, a Pardon. 5. The general Issue, Not guilty^b.

5.

Hereupon ISSUE is joined by the Clerk of the Arraignment, on behalf of the King:

C H A P. XIV.

Of TRIAL, CONVICTION, and CLERGY:

I.

TRIALS of Offences, by the LAWS of ENGLAND, were and are, 1. By the CORONER. 2. By ORDEAL, of either Fire or Water. Both these have been long abolished. 3. By BATTEL, in Appeals and Approvements. 4. By the PEERS of GREAT-BRITAIN. 5. By JURY:

2.

The Method and Process of Trial by JURY is, 1. The Impanelling of the Jury. 2. Challenges; 1st, for Cause; 2dly, peremptory. 3. *Tales de circumstantibus*. 4. The Oath of the Jury. 5. The Evidence. 6. The Verdict, either general or special.

^b See APPENDIX, No. X. §. 1.

3.

CONVICTION^c is when the Prisoner pleads, or is found, guilty: Whereupon, in Felonies, the Prosecutor is intitled to, 1. His Expenses. 2. Restitution of his Goods.

4.

CLERGY^d, or the Benefit thereof, was originally derived from the usurped Jurisdiction of the popish Ecclesiastics; but hath since been new modelled by several Statutes,

5.

It is an Exemption of the Clergy from any other secular Punishment for Felony, than Imprisonment for a Year, at the Court's Discretion; and it is extended likewise, absolutely, to lay Peers, for the first Offence; and to all lay Commoners, for the first Offence also, upon condition of Branding, Imprisonment, or Transportation.

6.

Divers Felonies are ousted of Clergy by particular Statutes.

7.

Felons, on receiving the Benefit of Clergy, (though they forfeit their Goods to the Crown,) are discharged of all clergyable Felonies before committed, and restored in all Capacities and Credits.

^c See APPENDIX, No. X. §. 1.

^d See APPENDIX, No. X. §. 2.

C H A P. XV.

Of JUDGMENT, AVOIDER *thereof*, and
EXECUTION.

I.

JUDGMENT^e (unless any Matter be offered in Arrest thereof) follows upon Conviction; being the Pronouncing of that Punishment which is expressly ordained by Law.

2.

ATTAINDER of a Criminal is the immediate Consequence, 1. Of having Judgment of Death pronounced upon him. 2. Of Outlawry for a capital Offence.

3.

The Consequences of Attainder are, 1. **FORFEITURE** to the King. 2. **CORRUPTION** of BLOOD.

4.

FORFEITURE to the King is, 1. Of real Estates, upon Attainder; — in high Treason, absolutely, till the Death of the Pretender, and his Sons; — in Felonies, for the King's Year, Day, and Waste. 2. Of personal Estates, upon Conviction; in all Treason, Misprision of Treason, Felony, excusable Homicide, Standing mute upon Arraignment, atrocious Contempts of the King's Courts, and Flight.

^e See APPENDIX, No. X. §. 1, and 2.

5.

CORRUPTION of BLOOD is an utter Extinction of all inheritable Quality therein: So that, after the King's Forfeiture is first satisfied, the Criminal's Lands escheat to the Lord of the Fee; and he can never afterwards inherit, be inherited, or have any Inheritance derived through him.

6.

Judgments, and their Consequences, may be AVOIDED, 1. By FALSIFYING, or REVERSING, the Attainder. 2. By REPRIEVE, or PARDON.

7.

Attainders may be FALSIFIED, or REVERSED, 1. Without a Writ of Error; either for Faults in the Record, or for Matter *dehors* the Record. 2. By Writ of Error; for Mistakes in the Judgment. 3. By Act of Parliament; for Favour.

8.

A REPRIEVE is a temporary Suspension of the Judgment, 1. *Ex Arbitrio Judicis*. 2. *Ex Necessitate Legis*; for Pregnancy, Insanity, or the Trial of Identity of Person.

9.

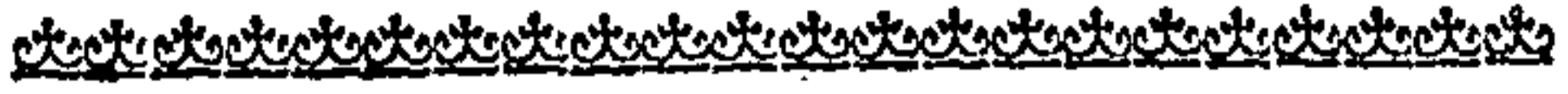
A PARDON is a permanent Avider of the Judgment by the King's Majesty, in Offences against his Crown and Dignity; drawn in due Form of Law, allowed in open Court, and thereby making the Offender a new Man.

10. EXE-

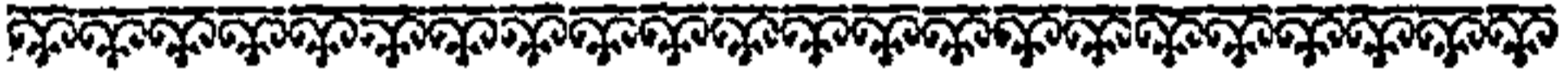
EXECUTION is the Completion of human Punishment, and must be strictly performed in the Manner which the Law directs.

T H E E N D.

A P P E N.



APPENDIX.



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A P P E N D I X.

No. I.



N^o. I.

Explanation of the TABLE of CONSANGUINITY.

[See an *Essay on collateral Consanguinity*, in the first Volume of Law Tracts.]



N^o. II.*Explanation of the TABLE of DESCENTS.*

[See a Treatise on the Law of Descents in Fee-simple, in the first Volume of Law Tracts.]



N^o. III.*Vetus Carta FEOFFAMENTI.*

SCiant presentes & futuri, quod ego *Willielmus*, filius *Premises. Willielmi de Segenbo*, dedi, concessi, & hac presenti carta mea confirmavi, *Johanni* quondam filio *Johannis de Saleford*, pro quadam summa pecunie quam michi dedit pre manibus, unam acram terre mee arabilis, jacentem in campo de *Saleford*, juxta terram quondam *Richardi de la Mare*: **Habendam & Tenendam** totam predictam *Habendum, and Tenendum.* acram terre, cum omnibus ejus pertinentiis, prefato *Johanni*, & heredibus suis, & suis assignatis, de capitalibus dominis feodi: **Reddendo** & faciendo annuatim eisdem *Reddendum.* dominis capitalibus servitia inde debita & consueta: **Et Warranty.** ego predictus *Willielmus*, & heredes mei, & mei assignati, totam predictam acram terre, cum omnibus suis pertinentiis, predicto *Johanni de Saleford*, & heredibus suis, & suis assignatis, contra omnes gentes warrantizabimus in perpetuum. **In cujus** rei testimonium huic presenti car- *Conclusion.* te sigillum meum apposui: **His** testibus, *Nigello de Saleford*, *Johanne de Seybroke*, *Radulpho* clerico de *Saleford*, *Johanne* molendario de eadem villa, & aliis. **Data** apud *Saleford* die *Veneris* proximo ante festum sancte *Margarete* virginis, anno regni regis **EDWARDI** filii regis **EDWARDI** sexto.

(L. S.)

Memorandum, quod die & anno infrascriptis plena & pacifica seifina acre infraspecificate, cum pertinentiis, data & deliberata fuit per infranominatum *Willielmum de Segenbo* infranominato *Johanni de Saleford*, in propriis personis suis, secundum tenorem & effectum carte infrascripte, in presentia *Nigelli de Saleford*, *Johannis de Seybroke*, & aliorum.

Livery of Seifin endorsed.

No. IV.

No. IV.

N^o. IV.*A modern Conveyance by LEASE and RELEASE.*

§. I. LEASE; or BARGAIN and SALE, for a Year.

Premises.

Parties.

Consideration.

Bargain and Sale.

Parcels.

This Indenture, made the third Day of September, in the twenty first Year of the Reign of our sovereign Lord GEORGE the second by the Grace of God King of Great Britain, France, and Ireland, Defender of the Faith, and so forth, and in the Year of our Lord one thousand, seven hundred, and forty seven, between Abraham Barker of Dale Hall in the County of Norfolk, Esquire, and Cecilia his Wife, of the one Part, and David Edwards of Lincoln's Inn in the County of Middlesex, Esquire, and Francis Golding of the City of Norwich, Clerk, of the other Part, witnesseth; that the said Abraham Barker and Cecilia his Wife, in Consideration of five Shillings of lawful Money of Great Britain to them in Hand paid by the said David Edwards and Francis Golding at or before the Ensealing and Delivery of these Presents, (the Receipt whereof is hereby acknowledged,) and for other good Causes and Considerations them the said Abraham Barker and Cecilia his Wife hereunto specially moving, have bargained and sold, and by these Presents do, and each of them doth, bargain and sell, unto the said David Edwards, and Francis Golding, their Executors, Administrators, and Assigns, All that the capital Messuage, called Dale Hall in the Parish of Dale in the said County of Norfolk, wherein the said Abraham Barker and Cecilia his Wife now dwell, and all those their Lands in the said Parish of Dale called or known by the Name of Wilson's Farm, containing by Estimation five hundred and forty Acres, be the same more or less, together with all and singular Houses, Dovehouses, Barns, Buildings, Stables, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Underwoods, Ways, Waters, Watercourses, Fishings, Privileges, Profits, Easements, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatsoever to the said capital Messuage and

and Farm belonging or appertaining, or with the same used or enjoyed, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof, or as belonging to the same or any Part thereof; and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits thereof, and of every Part and Parcel thereof: **To have and to hold** the said capital *Habendum*, Messuage, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned or intended to be bargained and sold, and every Part and Parcel thereof, with their and every of their Rights, Members, and Appurtenances, unto the said *David Edwards* and *Francis Golding*, their Executors, Administrators, and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of, one whole Year from thence next ensuing and fully to be complete and ended: **Yielding** *Reddendum*, and paying therefore unto the said *Abraham Barker*, and *Cecilia* his Wife, and their Heirs or Assigns, the yearly Rent of one Pepper-Corn at the Expiration of the said Term, if the same shall be lawfully demanded: **To the** *Intent*, **Intent** and Purpose, that by Virtue of these Presents, and of the Statute for transferring Uses into Possession, the said *David Edwards* and *Francis Golding* may be in the actual Possession of the Premises, and be thereby enabled to take and accept a Grant and Release of the Freehold, Reversion, and Inheritance of the same Premises, and of every Part and Parcel thereof, to them, their Heirs, and Assigns; to the Uses, and upon the Trusts, thereof to be declared by another Indenture, intended to bear Date the Day next after the Day of the Date hereof. **In witness** whereof the Parties to these Presents their *Conclusion*, Hands and Seals have subscribed and set, the Day and Year first abovewritten.

Sealed, and delivered, being first duly stamped, in the presence of
George Carter.
William Brownt.

Abraham Barker. (L. S.)
Cecilia Barker. (L. S.)
David Edwards. (L. S.)
Francis Golding. (L. S.)

No. IV.

§. 2. Deed of RELEASE.

Premises.

Parties.

Recital.

Consideration.

This Indenture of five Parts, made the fourth Day of *September*, in the twenty first Year of the Reign of our sovereign Lord **GEORGE** the second by the Grace of God King of *Great Britain, France, and Ireland*, Defender of the Faith, and so forth, and in the Year of our Lord one thousand, seven hundred, and forty seven, between *Abraham Barker* of *Dale Hall* in the County of *Norfolk*, Esquire, and *Cecilia* his Wife, of the first Part; *David Edwards* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, Executor of the last Will and Testament of *Lewis Edwards*, of *Cowbridge* in the County of *Glamorgan*, Gentleman, his late Father, deceased, and *Francis Golding* of the City of *Norwich*, Clerk, of the second Part; *Charles Browne* of *Enstone* in the County of *Oxford*, Gentleman, and *Richard More* of the City of *Bristol*, Merchant, of the third Part; *John Barker*, Esquire, Son and Heir apparent of the said *Abraham Barker*, of the fourth Part; and *Katherine Edwards*, Spinster, one of the Sisters of the said *David Edwards*, of the fifth Part. **Whereas** a Marriage is intended, by the Permission of God, to be shortly had and solemnized between the said *John Barker* and *Katherine Edwards*: **Now this Indenture witnesseth**, that in Consideration of the said intended Marriage, and of the Sum of five thousand Pounds, of good and lawful Money of *Great Britain*, to the said *Abraham Barker*, (by and with the Consent and Agreement of the said *John Barker*, and *Katherine Edwards*, testified by their being Parties to, and their Sealing and Delivery of, these Presents,) by the said *David Edwards* in Hand paid at or before the Ensealing and Delivery hereof, being the Marriage Portion of the said *Katherine Edwards*, bequeathed to her by the last Will and Testament of the said *Lewis Edwards*, her late Father, deceased; the Receipt and Payment whereof the said *Abraham Barker* doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, they the said *Abraham Barker*, *John Barker*, and *Katherine Edwards*, do, and each of them doth, release, acquit, and discharge the said *David Edwards*, his Executors, and Administrators, for ever by these Presents: And for providing a competent Jointure and Provision of Maintenance for the said *Katherine Edwards*, in case she shall,

shall, after the said intended Marriage had, survive and overlive the said *John Barker* her intended Husband: And for settling and assuring the capital Messuage, Lands, Tenements, and Hereditaments, hereinafter mentioned, unto such Uses, and upon such Trusts, as are hereinafter expressed and declared: And for and in Consideration of the Sum of five Shillings of lawful Money of *Great Britain* to the said *Abraham Barker* and *Cecilia* his Wife in Hand paid by the said *David Edwards* and *Francis Golding*, and of ten Shillings of like lawful Money to them also in Hand paid by the said *Charles Browne* and *Richard More*, at or before the Enfealing and Delivery hereof, (the Receipt whereof is hereby respectively acknowledged,) they the said *Abraham Barker* and *Cecilia* his Wife, have, and each of Release. them hath, granted, bargained, sold, released, and confirmed, and by these Presents do, and each of them doth, grant, bargain, sell, release, and confirm unto the said *David Edwards* and *Francis Golding*, their Heirs and Assigns, All that the capital Messuage, called *Dale-Hall* in *Parcels*, the Parish of *Dale* in the said County of *Norfolk*, wherein the said *Abraham Barker* and *Cecilia* his Wife now dwell, and all those their Lands in the said Parish of *Dale* called or known by the Name of *Wilson's Farm*, containing by Estimation five hundred and forty Acres, be the same more or less, together with all and singular Houses, Dovehouses, Barns, Buildings, Stables, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Underwoods, Ways, Waters, Watercourses, Fishings, Privileges, Profits, Easements, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatsoever to the said capital Messuage and Farm belonging or appertaining, or with the same used or enjoyed, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof, or as belonging to the same or any Part thereof; (all which said Premises are now in *Mention of Bargain and Sale*, the actual Possession of the said *David Edwards* and *Francis Golding*, by virtue of a Bargain and Sale to them thereof made by the said *Abraham Barker* and *Cecilia* his Wife for one whole Year, in consideration of five Shillings to them paid by the said *David Edwards* and *Francis Golding*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by force of the Statute for transferring Uses into Possession;) and the Reversion and Reversions, Remainder and Remainders, yearly

No. IV.

*Habendum,*To the Use of
the Grantors till
Marriage :Then of the Hus-
band for Life,
sans Waste :Remainder to
Trustees, to pre-
serve contingent
Remainders :Remainder to the
Wife for Life, for
her Jointure, in
Bar of Dower :

and other Rents, Issues, and Profits thereof, and of every Part, and Parcel thereof, and also all the Estate, Right, Title, Interest, Trust, Property, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *Abraham Barker* and *Cecilia* his Wife, in, to, or out of, the said capital Messuage, Lands, Tenements, Hereditaments, and Premises: **To have and to hold** the said capital Messuage, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned to be hereby granted and released, with their and every of their Appurtenances, unto the said *David Edwards* and *Francis Golding*, their Heirs and Assigns, to such Uses, upon such Trusts, and to and for such Intents and Purposes as are hereinafter mentioned, expressed, and declared, of and concerning the same: That is to say, to the Use and Behoof of the said *Abraham Barker*, and *Cecilia* his Wife, according to their several and respective Estates and Interests therein, at the Time of, or immediately before, the Execution of these Presents, until the Solemnization of the said intended Marriage: And from and after the Solemnization thereof, to the Use and Behoof of the said *John Barker*, for and during the Term of his natural Life; without Impeachment of or for any Manner of Waste: And from and after the Determination of that Estate, then to the Use of the said *David Edwards* and *Francis Golding*, and their Heirs, during the Life of the said *John Barker*, upon Trust to support and preserve the contingent Uses and Estates hereinafter limited from being defeated and destroyed, and for that Purpose to make Entries, or bring Actions, as the Case shall require; but nevertheless to permit and suffer the said *John Barker*, and his Assigns, during his Life, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Use and Benefit: And from and after the Decease of the said *John Barker*, then to the Use and Behoof of the said *Katherine Edwards*, his intended Wife, for and during the Term of her natural Life, for her Jointure, and in Lieu, Bar, and Satisfaction of her Dower and Thirds at common Law, which she can or may have or claim, of, in, to, or out of, all, and every, or any, of the Lands, Tenements, and Hereditaments, whereof or wherein the said *John Barker* now is, or at any Time or Times hereafter during the Coverture between them shall be, seised of any Estate of Freehold or Inhe-

No. IV.

Inheritance: And from and after the Decease of the said *Katherine Edwards*, or other sooner Determination of the said Estate, then to the Use and Behoof of the said *Charles Browne* and *Richard More*, their Executors, Administrators, and Assigns, for and during, and unto the full End and Term of, five hundred Years from thence next ensuing and fully to be complete and ended, without Impeachment of Waste: upon such Trusts nevertheless, and to and for such Intents and Purposes, and under and subject to such Provisoos and Agreements, as are herein after mentioned, expressed, and declared of and concerning the same: And from and after the End, Expiration, or other sooner Determination of the said Term of five hundred Years, and subject thereunto, to the Use and Behoof of the first Son of the said *John Barker* on the Body of the said *Katherine Edwards* his intended Wife to be begotten, and of the Heirs of the Body of such first Son lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and of all and every other the Son and Sons of the said *John Barker* on the Body of the said *Katherine Edwards* his intended Wife to be begotten, severally, successively, and in Remainder, one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs of the Body and Bodies of all and every such Son and Sons lawfully issuing; the elder of such Sons, and the Heirs of his Body issuing, being always to be preferred and to take before the younger of such Sons, and the Heirs of his or their Body or Bodies issuing: And for Default of such Issue, then to the Use and Behoof of all and every the Daughter and Daughters of the said *John Barker* on the Body of the said *Katherine Edwards* his intended Wife to be begotten, to be equally divided between them, (if more than one,) as Tenants in share and share alike, as Tenants in common and not as common, Jointenants, and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing: And for Default of such Issue, then to the Use and Behoof of the Heirs of the Body of him the said *John Barker* lawfully issuing: And for Default of such Heirs, then to the Use and Behoof of the said *Cecilia*, the Wife of *Abraham Barker*, and of her Heirs and Assigns for ever. And as to, for, and concerning the said Term of five hundred Years herein before li-

Remainder to other Trustees for a Term, upon Trusts after mentioned:

Remainder to the first and other Sons of the Marriage in Tail:

Remainder to the Daughters,

as Tenants in Tail:

Remainder to the Husband in Tail:

Remainder to the Husband's Mother in Fee:

The Trust of the Term declared;

No. IV.

to raise Portions
for younger Chil-
dren,payable at certain
Times,with Mainte-
nance at the rate
of 4 per cent.and Benefit of
Survivorship.

mitted to the said *Charles Browne* and *Richard More*, their Executors, Administrators, and Assigns, as aforesaid, it is hereby declared and agreed by and between all the said Parties to these Presents, that the same is so limited to them upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoos and Agreements, hereinafter mentioned, expressed, and declared, of and concerning the same: That is to say, in case there shall be an eldest or only Son and one more or other Child or Children of the said *John Barker*, on the Body of the said *Katherine* his intended Wife to be begotten, then upon Trust that they the said *Charles Browne* and *Richard More*, their Executors, Administrators, and Assigns, by Sale or Mortgage of the said Term of five hundred Years, or by such other Ways and Means as they or the Survivor of them, or the Executors or Administrators of such Survivor shall think fit, shall and do raise and levy, or borrow and take up at Interest, the Sum of four thousand Pounds of lawful Money of *Great Britain*, for the Portion or Portions of such other Child and Children (besides the eldest or only Son) as aforesaid, to be equally divided between them (if more than one) Share and Share alike; the Portion or Portions of such of them as shall be a Son or Sons to be paid at his or their respective Age or Ages of twenty one Years; and the Portion or Portions of such of them as shall be a Daughter or Daughters to be paid at her or their respective Age or Ages of twenty one Years, or Day or Days of Marriage, which shall first happen. And upon this further Trust, that in the mean time and until the same Portions shall become payable as aforesaid, the said *Charles Browne* and *Richard More*, their Executors, Administrators, and Assigns, shall and do, by and out of the Rents, Issues, and Profits of the Premises aforesaid, raise and levy such competent yearly Sum and Sums of Money for the Maintenance and Education of such Child or Children, as shall not exceed in the whole the Interest of their respective Portions after the rate of four Pounds in the hundred yearly. Provided always, that in case any of the same Children shall happen to die before his, her, or their Portions shall become payable as aforesaid, then the Portion or Portions of such of them so dying shall go and be paid unto and be equally divided among the Survivor or Survivors of them, when and at such time as the original Portion or Portions of such surviving Child or Children shall

shall become payable as aforesaid. Provided also, that in case there shall be no such Child or Children of the said *John Barker* on the Body of the said *Katherine* his intended Wife begotten, besides an eldest or only Son; or in case all and every such Child or Children shall happen to die before all or any of their said Portions shall become due and payable as aforesaid; or in case the said Portions, and also such Maintenance as aforesaid, shall by the said *Charles Browne* and *Richard More*, their Executors, Administrators, or Assigns, be raised and levied by any of the Ways and Means in that behalf afore-mentioned; or in case the same by such Person or Persons, as shall for the time being be next in Reversion or Remainder of the same Premises expectant upon the said Term of five hundred Years, shall be paid, or well and duly secured to be paid, according to the true Intent and Meaning of these Presents; then and in any of the said cases, and at all times thenceforth, the said Term of five hundred Years, or so much thereof as shall remain unfold or undisposed of for the Purposes aforesaid, shall cease, determine, and be utterly void to all Intents and Purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. **Provided** also, and it is hereby further declared and agreed by and between all the said Parties to these Presents, that in case the said *Abraham Barker* or *Cecilia* his Wife, at any time during their Lives, or the Life of the Survivor of them, with the Approbation of the said *David Edwards* and *Francis Golding*, or the Survivor of them, or the Executors and Administrators of such Survivor, shall settle, convey, and assure other Lands and Tenements of an Estate of Inheritance in Fee simple, in Possession, in some convenient Place or Places within the Realm of *England*, of equal or better Value than the said capital Messuage, Lands, Tenements, Hereditaments, and Premises, hereby granted and released, and in Lieu, and Recompense thereof, unto and for such and the like Uses, Intents, and Purposes, and upon such and the like Trusts, as the said capital Messuage, Lands, Tenements, Hereditaments, and Premises are hereby settled and assured unto and upon, then and in such case, and at all times from thenceforth, all and every the Use and Uses, Trust and Trusts, Estate and Estates herein before limited, expressed, and declared of or concerning the same, shall cease, determine, and be utterly void to all Intents and Purposes; and the same capital Messuage, Lands, Tenements, Hereditaments,

No. IV.

If no such Child,

or if all die,

or if the Portions be raised,

or paid,

or secured by the Person next in Remainder; the Residue of the Term to cease.

Condition, that the Uses and Estates hereby granted shall be void, on settling other Lands of equal value in recompense.

No. IV.

Covenant, to levy
a Fine.

taments, and Premises, shall from thenceforth remain and be to and for the only proper Use and Behoof of the said *Abraham Barker* and *Cecilia* his Wife, or the Survivor of them, according to the respective Estates and Interests therein, that they or either of them would have had in case this present Indenture had never been made; and to and for no other Use, Intent, or Purpose whatsoever; any thing herein contained to the contrary thereof in any wise notwithstanding. **AND**, for the Considerations aforesaid, and for barring all Estates tail, and all Remainders and Reversions thereupon expectant or depending, if any be now subsisting and unbarred or otherwise undetermined, of and in the said capital Messuage, Lands, Tenements, Hereditaments, and Premises, hereby granted and released, or mentioned to be hereby granted and released, or any of them, or any Part thereof, the said *Abraham Barker* for himself and the said *Cecilia* his Wife, his and her Heirs, Executors, and Administrators, and the said *John Barker* for himself, his Heirs, Executors, and Administrators, do, and each of them doth, respectively covenant, promise, and grant, to and with the said *David Edwards* and *Francis Golding*, their Heirs, Executors, and Administrators, by these Presents, that they the said *Abraham Barker* and *Cecilia* his Wife, and *John Barker*, shall and will, at the Costs and Charges of the said *Abraham Barker*, before the End of *Michaelmas* Term next ensuing the Date hereof, acknowledge and levy, before his Majesty's Justices of the Court of common Pleas at *Westminster*, one or more Fine or Fines, *sur Cognizance de Droit, come ceo, &c.*, with Proclamations according to the Form of the Statutes in that case made and provided, and the usual Course of Fines in such cases accustomed, unto the said *David Edwards*, and his Heirs, of the said capital Messuage, Lands, Tenements, Hereditaments, and Premises, by such apt and convenient Names, Quantities, Qualities, Number of Acres, and other Descriptions to ascertain the same, as shall be thought meet: Which said Fine or Fines, so as aforesaid or in any other manner levied and acknowledged, or to be levied and acknowledged, shall be and enure, and shall be adjudged, deemed, construed, and taken, and so are and were meant and intended, to be and enure, and are hereby declared by all the said Parties to these Presents to be and enure, to the Use and Behoof of the said *David Edwards*, and his Heirs and Assigns; to the Intent and

Pur-

Purpose that the said *David Edwards* may, by virtue of the said Fine or Fines so covenanted and agreed to be levied as afore-^{No. IV.}said, be and become perfect Tenant of the Freehold ^{in order to make} of the said capital Messuage, Lands, Tenements, Hereditaments, and all other the Premises, to the end that one or ^{a Tenant to the} more good and perfect common Recovery or Recoveries ^{Pracipe,} may be thereof had and suffered, in such Manner as is here-^{that a Recovery}inafter for that Purpose mentioned. And it is hereby de-^{may be suffered;}clared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *Francis Golding*, at the Costs and Charges of the said *Abraham Barker*, before the End of *Michaelmas* Term next ensuing the Date hereof, to sue forth and prosecute out of his Majesty's high Court of Chancery one or more Writ or Writs of Entry *sur Disseisin en le Post*, returnable before his Majesty's Justices of the Court of common Pleas at *Westminster*, thereby demanding by apt and convenient Names, Quantities, Qualities, Number of Acres, and other Descriptions, the said capital Messuage, Lands, Tenements, Hereditaments, and Premises, against the said *David Edwards*; to which said Writ, or Writs, of Entry he the said *David Edwards* shall appear *gratis*, either in his own proper Person, or by his Attorney thereto lawfully authorized, and vouch over to Warranty the said *Abraham Barker*, and *Cecilia* his Wife, and *John Barker*; who shall also *gratis* appear in their proper Persons, or by their Attorney, or Attorneys, thereto lawfully authorized, and enter into the Warranty, and vouch over to Warranty the common Vouchee of the same Court; who shall also appear, and after Imparlance shall make Default; so as Judgment shall and may be thereupon had and given for the said *Francis Golding*, to recover the said capital Messuage, Lands, Tenements, Hereditaments, and Premises, against the said *David Edwards*, and for him to recover in Value against the said *Abraham Barker*, and *Cecilia* his Wife, and *John Barker*, and for them to recover in Value against the said common Vouchee, and that Execution shall and may be thereupon awarded and had accordingly, and all and every other Act and Thing be done and executed, needful and requisite for the Suffering and Perfecting of such common Recovery or Recoveries, with Vouchers as afore-^{to enure}said. And it is hereby further declared and agreed by and between all the said Parties to these Presents, that immediately from and after the Suffering and Perfecting
of

No. IV.

of the said Recovery or Recoveries, so as aforesaid, or in any other manner, or at any other time or times, suffered or to be suffered, as well these Presents and the Assurance hereby made, and the said Fine or Fines so covenanted to be levied as aforesaid, as also the said Recovery or Recoveries, and also all and every other Fine and Fines, Recovery and Recoveries, Conveyances, and Assurances in the Law whatsoever heretofore had, made, levied, suffered, or executed, or hereafter to be had, made, levied, suffered, or executed, of the said capital Messuage, Lands, Tenements, Hereditaments, and Premises, or any of them, or any Part thereof, by and between the said Parties to these Presents or any of them, or whereunto they or any of them are or shall be Parties or Privies, shall be and enure, and shall be adjudged, deemed, construed, and taken, and so are and were meant and intended, to be and enure, and the Recoveror or Recoverors in the said Recovery or Recoveries named or to be named, and his or their Heirs, shall stand and be seised of the said capital Messuage, Lands, Tenements, Hereditaments, and Premises, and of every Part and Parcel thereof, to the Uses, upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoos, Limitations, and Agreements, herein before mentioned, expressed, and declared, of and concerning the same. **AND** the said *Abraham Barker*, Party hereunto, doth hereby for himself, his Heirs, Executors, and Administrators, further covenant, promise, grant, and agree, to and with the said *David Edwards* and *Francis Golding*, their Heirs, Executors, and Administrators, in manner and form following; that is to say, that the said capital Messuage, Lands, Tenements, Hereditaments, and Premises, shall and may at all times hereafter remain, continue, and be, to and for the Uses and Purposes, upon the Trusts, and under and subject to the Provisoos, Limitations, and Agreements, hereinbefore mentioned, expressed, and declared, of and concerning the same; and shall and may be peaceably and quietly had, held, and enjoyed accordingly, without any lawful Let or Interruption of or by the said *Abraham Barker* or *Cecilia* his Wife, Parties hereunto, his or her Heirs or Assigns, or of or by any other Person or Persons lawfully claiming or to claim from, by, or under, or in Trust for him, her, them, or any of them, or from, by, or under his or her Ancestors, or any of them; and shall

to the preceding Uses in this Deed.

Other Covenants;

for quiet Enjoyment,

free from Incumbrances;

so

so remain, continue, and be, free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise by the said *Abraham Barker*, or *Cecilia* his Wife, Parties hereunto, his or her Heirs, Executors, or Administrators, well and sufficiently saved, defended, kept harmless, and indemnified of, from, and against all former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Estates, Titles, Troubles, Charges, and Incumbrances whatsoever, had, made, done, committed, occasioned, or suffered, or to be had, made, done, committed, occasioned, or suffered, by the said *Abraham Barker*, or *Cecilia* his Wife, or by his or her Ancestors, or any of them, or by his, her, their, or any of their Act, Means, Assent, Consent, and Procurement: **And moreover** that he the said *Abraham Barker*, and *Cecilia* his Wife, Parties hereunto, and his and her Heirs, and all other Persons having or lawfully claiming, or which shall or may have or lawfully claim, any Estate, Right, Title, Trust, or Interest, at Law or in Equity, of, in, to, or out of, the said capital Messuage, Lands, Tenements, Hereditaments, and Premises, or any of them, or any Part thereof, by or under or in Trust for him, her, them, or any of them, or by or under his or her Ancestors or any of them, shall and will from time to time, and at all times hereafter, upon every reasonable Request, and at the Costs and Charges, of the said *David Edwards* and *Francis Golding*, or either of them, their or either of their Heirs, Executors, or Administrators, make, do, and execute, or cause to be made, done, and executed, all such further and other lawful and reasonable Acts, Deeds, Conveyances, and Assurances in the Law whatsoever, for the further, better, more perfect, and absolute Granting, Conveying, Settling, and Assuring of the same capital Messuage, Lands, Tenements, Hereditaments, and Premises, to and for the Uses and Purposes, upon the Trusts, and under and subject to the Provisoes, Limitations, and Agreements, herein before mentioned, expressed, and declared, of and concerning the same, as by the said *David Edwards* and *Francis Golding* or either of them, their or either of their Heirs, Executors, or Administrators, or their or any of their Counsel learned in the Law shall be reasonably advised, devised, or required: So as such further Assurances contain in them no further or other Warranty or Covenants than against the Person or Persons,

his

and for further Assurance.

No. IV.

Power of Revocation.

Conclusion,

his, her, or their Heirs, who shall make or do the same; and so as the Party or Parties, who shall be requested to make such further Assurances, be not compelled or compellable, for making or doing thereof, to go and travel above five Miles from his, her, or their then respective Dwellings, or Places of Abode. ~~Provided~~ **lastly**, and it is hereby further declared and agreed by and between all the Parties to these Presents, that it shall and may be lawful to and for the said *Abraham Barker* and *Cecilia* his Wife, *John Barker* and *Katherine* his intended Wife, and *David Edwards*, at any time or times hereafter, during their joint Lives, by any Writing or Writings under their respective Hands and Seals and attested by two or more credible Witnesses, to revoke, alter, make void, or change all and every or any the Use and Uses, Estate and Estates, herein and hereby before limited and declared, or mentioned or intended to be limited and declared, of and in the capital Messuage; Lands, Tenements, Hereditaments, and Premises aforesaid, or of and in any Part or Parcel thereof, any thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness whereof** the Parties to these Presents their Hands and Seals have subscribed and set, the Day and Year first above written.

Sealed, and delivered, being
first duly stamped, in the
presence of
George Carter.
William Browne.

Abraham Barker. (L. S.)
Cecilia Barker. (L. S.)
David Edwards. (L. S.)
Francis Golding. (L. S.)
Charles Browne. (L. S.)
Richard More. (L. S.)
John Barker. (L. S.)
Katherine Edwards. (L. S.)

No. V.

No. V.

*An OBLIGATION, or BOND, with CONDITION
for the Payment of Money.*

I Now all Men by these Presents that I *David Edwards*, of *Lincoln's Inn* in the County of *Middlesex*, Esquire, am held and firmly bound to *Abraham Barker* of *Dale-Hall* in the County of *Norfolk*, Esquire, in ten thousand Pounds of lawful Money, of *Great Britain*, to be paid to the said *Abraham Barker*, or his certain Attorney, Executors, Administrators, or Assigns; for which Payment well and truly to be made, I bind myself, my Heirs, Executors, and Administrators, firmly by these Presents, sealed with my Seal. Dated the fourth Day of *September* in the twenty first Year of the Reign of our sovereign Lord *GEORGE* the second by the Grace of God King of *Great Britain, France, and Ireland*, Defender of the Faith, and so forth, and in the Year of our Lord one thousand, seven hundred, and forty seven.

The Condition of this Obligation is such, that if the above bounden *David Edwards*, his Heirs, Executors, or Administrators, do and shall well and truly pay, or cause to be paid, unto the above named *Abraham Barker*, his Executors, Administrators, or Assigns, the full Sum of five thousand Pounds of lawful *British* Money, with lawful Interest for the same, on the fourth Day of *March* next ensuing the Date of the above written Obligation, then this Obligation shall be void and of none Effect, or else shall be and remain in full Force and Virtue.

Sealed, and delivered, being *David Edwards. (L. S.)*
first duly stamped, in the
presence of
George Carter.
William Browne.

No. VI.

N^o. VI.

A FINE of Lands, sur Cognizance de Droit, come ceo, &c.

§. 1. *Writ of Covenant; or, PRAECIPE.*

G E O R G E the second by the Grace of God of Great Britain, France, and Ireland King, Defender of the Faith, and so forth; to the Sheriff of Norfolk, Greeting. **Command** Abraham Barker, Esquire, and Cecilia his Wife, and John Barker, Esquire, that justly and without delay they perform to David Edwards, Esquire, the Covenant made between them of two Messuages, two Gardens, three hundred Acres of Land, one hundred Acres of Meadow, two hundred Acres of Pasture, and fifty Acres of Wood, with the Appurtenances, in Dale; and unless they shall so do, and if the said David shall give you Security of prosecuting his Claim, then summon by good Summoners the said Abraham, Cecilia, and John, that they appear before our Justices, at Westminster, from the Day of Saint Michael in one Month, to shew wherefore they have not done it: And have you there the Summoners, and this Writ. **Witness** Ourselves at Westminster, the ninth Day of October, in the twenty first Year of our Reign.

Sheriff's Return.	Pledges of Prosecution,	{	John Doe. Richard Roe.	Summoners of the within named Abraham, Cecilia, and John.	{	John Den. Richard Fen.
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§. 2. *The Licence to agree.*

Norfolk, } David Edwards, Esquire, gives to the
to wit. } Lord the King ten Marks, for Licence to
agree with Abraham Barker, Esquire, and Cecilia his
Wife, and John Barker, Esquire, of a Plea of Covenant
of two Messuages, two Gardens, three hundred Acres of
Land,

Land, one hundred Acres of Meadow, two hundred Acres of Pasture, and fifty Acres of Wood, with the Appurtenances, in *Dale*.


No. VI.

§. 3. *The Concord.*

And the Agreement is such, to wit, that the aforesaid *Abraham, Cecilia, and John*, have acknowledged the aforesaid Tenements, with the Appurtenances, to be the Right of him the said *David*, as those which the said *David* hath of the Gift of the aforesaid *Abraham, Cecilia, and John*; and those they have remised and quitted Claim, from them and their Heirs, to the aforesaid *David* and his Heirs for ever. And further, the same *Abraham, Cecilia, and John*, have granted, for themselves and their Heirs, that they will warrant to the aforesaid *David*, and his Heirs, the aforesaid Tenements, with the Appurtenances, against all Men for ever. And for this Recognition, Remise, Quit-Claim, Warranty, Fine, and Agreement, the said *David* hath given to the said *Abraham, Cecilia, and John*, two hundred Pounds sterling.

§. 4. *The Note, or Abstract.*

Norfolk, } Between *David Edwards*, Esquire, Com-
to wit. } plainant, and *Abraham Barker*, Esquire, and
Cecilia his Wife, and *John Barker*, Esquire, Deforciant,
of two Messuages, two Gardens, three hundred Acres of
Land, one hundred Acres of Meadow, two hundred
Acres of Pasture, and fifty Acres of Wood, with the
Appurtenances, in *Dale*, whereupon a Plea of Covenant
was summoned between them; to wit, that the said *A-*
brabam, Cecilia, and John, have acknowledged the afore-
said Tenements, with the Appurtenances, to be the Right
of him the said *David*, as those which the said *David*
hath of the Gift of the aforesaid *Abraham, Cecilia, and*
John; and those they have remised and quitted Claim,
from them and their Heirs, to the aforesaid *David* and
his Heirs for ever. And further, the same *Abraham, Ce-*
cilia, and John, have granted for themselves, and their
Heirs, that they will warrant to the aforesaid *David*, and
his Heirs, the aforesaid Tenements, with the Appurtenan-
ces, against all Men for ever. And for this Recognition,
Remise, Quit-Claim, Warranty, Fine, and Agreement,
the

No. VI.  the said *David* hath given to the said *Abraham*, *Cecilia*, and *John*, two hundred Pounds sterling.

§. 5. *The Foot, Chirograph, or Indentures, of the FINE.*

Norfolk, } **This is the final Agreement**, made in
to wit. } the Court of the Lord the King at *Westminster*, from the Day of *Saint Michael* in one Month, in the twenty first Year of the Reign of the Lord *GEORGE* the second by the Grace of God of *Great Britain, France, and Ireland* King, Defender of the Faith, and so forth; before *John Willes, Thomas Abney, Thomas Burnet, and Thomas Birch*, Justices, and other faithful Subjects of the Lord the King then there present, between *David Edwards*, Esquire, Complainant, and *Abraham Barker*, Esquire, and *Cecilia* his Wife, and *John Barker*, Esquire, Deforciant, of two Messuages, two Gardens, three hundred Acres of Land; one hundred Acres of Meadow; two hundred Acres of Pasture, and fifty Acres of Wood; with the Appurtenances, in *Dale*, whereupon a Plea of Covenant was summoned between them in the same Court; to wit, that the aforesaid *Abraham, Cecilia, and John*, have acknowledged the aforesaid Tenements, with the Appurtenances, to be the Right of him the said *David*, as those which the said *David* hath of the Gift of the aforesaid *Abraham, Cecilia, and John*; and those they have remised and quitted Claim, from them and their Heirs, to the aforesaid *David* and his Heirs for ever. And further, the same *Abraham, Cecilia, and John*, have granted, for themselves and their Heirs, that they will warrant to the aforesaid *David* and his Heirs, the aforesaid Tenements, with the Appurtenances, against all Men for ever. And for this Recognition, Remise, Quit-Claim, Warranty, Fine, and Agreement, the said *David* hath given to the said *Abraham, Cecilia, and John*, two hundred Pounds sterling.

§. 6. *Proclamations, endorsed upon the FINE, according to the Statutes.*

The first Proclamation was made the sixteenth Day of *November*, in the Term of *Saint Michael*, in the twenty first Year of the King withinwritten.

The

The second Proclamation was made the fourth Day of February, in the Term of Saint Hilary, in the twenty first Year of the King withinwritten.

The third Proclamation was made the thirteenth Day of May, in the Term of Easter, in the twenty first Year of the King withinwritten.

The fourth Proclamation was made the twenty eighth Day of June, in the Term of the holy Trinity, in the twenty second Year of the King withinwritten.

N^o. VII.

*A common RECOVERY of Lands, with * double Voucher.*

§. 1. *Writ of Entry sur Disseisin in the Post; or,*
PRAECIPE.

G E O R G E the second by the Grace of God of Great Britain, France, and Ireland King, Defender of the Faith, and so forth; to the Sheriff of Norfolk, Greeting. **Command** David Edwards, Esquire, that justly and without delay he render to Francis Golding, Clerk, two Messuages, two Gardens, three hundred Acres of Land, one hundred Acres of Meadow, two hundred Acres of Pasture, and fifty Acres of Wood, with the Appurtenances, in Dale, which he claims to be his Right and Inheritance, and into which the said David hath not Entry, unless after the Disseisin, which Hugh Hunt thereof unjustly, and without Judgment, hath made to the aforesaid Francis, within thirty Years now last past, as he saith, and whereupon he complains that the aforesaid David deforceth him. And unless he shall so do, and if the said Francis shall give you Security of prosecuting his Claim, then summon by good Summoners the said David, that he appear before our Justices at Westminster, on the Octave of Saint Martin, to shew wherefore he

* Note, that if the Recovery be had with single Voucher, the Parts marked "thus" in §. 2. are omitted.

Q

hath

No. VII.

hath not done it: And have you there the Summoners, and this Writ. **Witness** Ourselves at *Westminster*, the twenty ninth Day of *October*, in the twenty first Year of our Reign.

Sheriff's Return.	Pledges of Prosecution,	{	<i>John Doe.</i> <i>Richard Roe.</i>	Summoners of the within-named <i>David</i> ,	{	<i>John Den.</i> <i>Richard Fen.</i>
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§. 2. *Exemplification of the RECOVERY Roll.*

Demand against the Tenant.	Count.	Esplecs.	Defence of the Tenant.	<p>G E O R G E the second by the Grace of God of <i>Great Britain, France, and Ireland</i> King, Defender of the Faith, and so forth; to all to whom these our present Letters shall come, Greeting. Know ye, that among the Pleas of Land, enrolled at <i>Westminster</i>, before Sir <i>John Willes</i>, Knight, and his Fellows, our Justices of the Bench, of the Term of Saint <i>Michael</i>, in the twenty first Year of our Reign, upon the fifty second Roll it is thus contained. "Entry returnable on the Octave "of Saint <i>Martin</i>." Notfolk, to wit: <i>Francis Golding</i> Clerk, in his proper Person demandeth against <i>David Edwards</i>, Esquire, two Messuages, two Gardens, three hundred Acres of Land, one hundred Acres of Meadow, two hundred Acres of Pasture, and fifty Acres of Wood, with the Appurtenances, in <i>Dale</i>, as his Right and Inheritance, and into which the said <i>David</i> hath not Entry, unless after the Disscisia, which <i>Hugh Hunt</i> thereof unjustly, and without Judgment, hath made to the aforesaid <i>Francis</i>, within thirty Years now last past. And whereupon he saith, that he himself 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 the Lord the King that now is, by taking the Profits thereof to the Value [* of six Shillings and eight Pence, and more, in Rents, Corn, and Grass:]. And into which [the said <i>David</i> hath not Entry, unless as aforesaid:] And thereupon he bringeth Suit, [and good Proof.] And the said <i>David</i> in his proper Person comes and defendeth his Right,</p>
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* The Clauses, between Hooks, in this and the subsequent Numbers of the Appendix, are no otherwise expressed in the Records than by an &c. Which Abbreviation frequently rendering them obscure, especially to Beginners, the full Reading is here endeavoured to be given, partly from Conjecture, and partly from antient Authorities.

when

when [and where the Court shall award,] and thereupon
 voucheth to Warranty "*Abraham Barker*, Esquire, and
 "*Cecilia* his Wife, and *John Barker*, Esquire; who are
 present here in Court in their proper Persons, and the
 Tenements aforesaid with the Appurtenances to him
 freely warrant, [and pray that the said *Francis* may
 count against them.] **AND** hereupon the said *Francis* de-
 mandeth against the said *Abraham*, *Cecilia*, and *John*,
 Tenants by their own Warranty, the Tenements afore-
 said with the Appurtenances, in Form aforesaid, &c.
 And whereupon he saith, that he himself 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 the Lord the King that now is, by taking the
 Profits thereof to the Value, &c. And into which, &c.
 And thereupon he bringeth Suit, &c. **AND** the afore-
 said *Abraham*, *Cecilia*, and *John*, Tenants by their own
 Warranty; defend their Right, when, &c. and thereupon
 they further vouch to Warranty" *Jacob Morland*; who
 is present here in Court in his proper Person, and the
 Tenements aforesaid, with the Appurtenances, to them
 freely warranteth, &c. **AND** hereupon the said *Francis*
 demandeth against the said *Jacob*; Tenant by his own
 Warranty, the Tenements aforesaid, with the Appurte-
 nances, in Form aforesaid, &c. And whereupon he
 saith, that he himself was seised of the Tenements afore-
 said, with the Appurtenances, in his Demesne as of Fee
 and Right, in Time of Peace, in the Time of the Lord
 the King that now is, by taking the Profits thereof to the
 Value, &c. And into which, &c. And thereupon he
 bringeth Suit, &c. **AND** the aforesaid *Jacob*, Tenant by
 his own Warranty, defends his Right, when, &c. And
 saith that the aforesaid *Hugh* did not disseise the aforesaid
Francis of the Tenements aforesaid, as the aforesaid *Fran-*
cis by his Writ and Count aforesaid above doth suppose:
 And of this he puts himself upon the Country. **AND** the
 aforesaid *Francis* thereupon craveth Leave to imparl; and
 he hath it. And afterwards the aforesaid *Francis* cometh
 again here into Court in this same Term in his proper
 Person, and the aforesaid *Jacob*, though solemnly called,
 cometh not again, but hath departed in Contempt of the
 Court, and maketh Default. **Therefore it is consider-**
ed, that the aforesaid *Francis* do recover his Seisin against
 the aforesaid *David* of the Tenements aforesaid, with the

Warrant.

Voucher.

Warranty.

Demand against
the Vouchees.

Count.

Defence of the
Vouchees.

Second Voucher.

Warranty.

Demand against
the common
Vouchee.

Count.

Defence of the
common Vouchee.

Plea, *Nul Disseisin.*

Impar lance.

Default of the
common Vouchee.

Judgment for the
Demandant.

N^o. VII. Appurtenances. And that the said *David* have of the Land of the aforesaid "*Abraham, Cecilia, and John,* to Recovery in Value. "the Value [of the Tenements aforesaid;] And further, "that the said *Abraham, Cecilia, and John,* have of the "Land of the said" *Jacob* to the Value [of the Tenements aforesaid.] And the said *Jacob* in Mercy. **And** hereupon the said *Francis* prays a Writ of the Lord the King, to be directed to the Sheriff of the County aforesaid, to cause him to have full Seisin of the Tenements aforesaid with the Appurtenances: And it is granted unto him, returnable here without delay. Afterwards; that is to say, the twenty eighth Day of *November* in this same Term, here cometh the said *Francis* in his proper Person; and the Sheriff, namely *Sir Charles Thompson,* Knight, now sendeth, that he by virtue of the Writ aforesaid to him directed; on the twenty fourth Day of the same Month, did cause the said *Francis* to have full Seisin of the Tenements aforesaid with the Appurtenances, as he was commanded. **All and singular** which Premises, at the Request of the said *Francis,* by the Tenor of these Presents we have held good to be exemplified. In Testimony whereof we have caused our Seal, appointed for sealing Writs in the Bench aforesaid, to be affixed to these Presents. **Witness** *Sir John Willes,* Knight, at *Westminster,* the twenty eighth Day of *November,* in the twenty first Year of our Reign.

Amercement.

Award of the Writ of Seisin, and Return.

Exemplification continued.

Teste.

Cooke.

No. VIII.

Nº. VIII.

Proceedings on an Action of Trespass in EJECTMENT, by Original, in the King's Bench.

§. 1. *The Original Writ.*

G E O R G E the second by the Grace of God of *Si fecerit te secu-*
Great Britain, France, and Ireland King, Defen-
der of the Faith, and so forth; to the Sheriff of *Berk-*
shire, Greeting. If *Richard Smith* shall give you Secu-
 rity of prosecuting his Claim, then put by Gage and safe
 Pledges *William Stiles*, late of *Newbury*, Gentleman, so
 that he be before Us on the Morrow of *All-Souls*, where-
 soever We shall then be in *England*, to shew wherefore
 with Force and Arms he entered into one Messuage, with
 the Appurtenances, in *Sutton*, which *John Rogers*, Esquire,
 hath demised to the aforesaid *Richard*, for a Term which
 is not yet expired, and ejected him from his said Farm,
 and other Enormities to him did, to the great Damage of
 the said *Richard*, and against our Peace. And have you
 there the Names of the Pledges, and this Writ. **Witness**
 Ourselves at *Westminster*, the twelfth Day of *October*, in the
 twenty ninth Year of our Reign.

Pledges of Prosecution, { *John Doe.*
 { *Richard Roe.*

Sheriff's Return.

The within named *William Stiles* { *John Den.*
 is attached by Pledges, { *Richard Fen.*

§. 2. *Copy of the Declaration against the casual Ejector;*
who gives Notice thereupon to the Tenant in Possession.

Michaelmas, the 29th of King George the second.

Berks, { *William Stiles*, late of *Newbury* in the said Declaration,
 to wit. } County, Gentleman, was attached to answer to
Richard Smith, of a Plea, wherefore with Force and Arms
 he entered into one Messuage, with the Appurtenances, in
Sutton in the County aforesaid, which *John Rogers* Esquire
 demised

No. VIII:

demised to the said *Richard Smith* for a Term which is not yet expired, and ejected him from his said Farm, and other Wrongs to him did, to the great Damage of the said *Richard*, and against the Peace of the Lord the King, &c. And whereupon the said *Richard* by *Robert Martin* his Attorney complains, that whereas the said *John Rogers* on the first Day of *October* in the twenty ninth Year of the Reign of the Lord the King that now is, at *Sutton* aforesaid, had demised to the same *Richard* the Tenement aforesaid, with the Appurtenances, to have and to hold the said Tenement, with the Appurtenances, to the said *Richard* and his Assigns, from the Feast of *Saint Michael* the Archangel then last past, to the End and Term of five Years from thence next following and fully to be complete and ended, by virtue of which Demise the said *Richard* entered into the said Tenement, with the Appurtenances, and was thereof possessed; and, the said *Richard* being so possessed thereof, the said *William* afterwards, that is to say, on the said first Day of *October* in the said twenty ninth Year, with Force and Arms, that is to say, with Swords, Staves, and Knives, entered into the said Tenement, with the Appurtenances, which the said *John Rogers* demised to the said *Richard* in Form aforesaid for the Term aforesaid which is not yet expired, and ejected the said *Richard* out of his said Farm, and other Wrongs to him did, to the great Damage of the said *Richard*, and against the Peace of the said Lord the King; whereby the said *Richard* saith that he is injured and damaged to the Value of twenty Pounds; And thereupon he brings Suit, &c.

<i>Martin</i> , for the Plaintiff.	} Pledges of	} <i>John Doe</i> .
<i>Peters</i> , for the Defendant.		

Mr *George Saunders*;

Notice.

I am informed that you are in Possession of, or claim Title to, the Premises mentioned in this Declaration of Ejectment, or to some Part thereof; and I, being sued in this Action as a casual Ejector, and having no Claim or Title to the same, do advise you to appear next *Hilary* Term in his Majesty's Court of *King's Bench* at *Westminster*, by some Attorney of that Court, and then and there, by a Rule to be made of the same Court, to cause yourself to be made Defendant in my Stead; otherwise I shall suffer

suffer Judgment to be entered against me, and you will be turned out of Possession.

No. VIII.

Your loving Friend,

5 January, 1756.

William Stiles.

§. 3. *The Rule of Court.*

Hilary Term, in the twenty ninth Year of King
GEORGE the second.

Berks, } It is ordered by the Court, by the Assent *Smith against*
to wit. } of both Parties, and their Attorneys, that *Stiles*; for one
George Saunders, Gentleman, may be made Defendant, *Messuage*, with
in the place of the now Defendant *William Stiles*, and *the Appurtenan-*
shall immediately appear to the Plaintiff's Action, and *ces, in Sutton,*
shall receive a Declaration in a Plea of Trespass and E- *on the Demise of*
jectment of the Tenements in question, and shall imme- *John Rogers.*
diately plead thereto, Not Guilty: And, upon the Trial
of the Issue, shall confess Lease, Entry, and Ouster, and
insist upon his Title only. And if, upon Trial of the
Issue, the said *George* do not confess Lease, Entry, and
Ouster, and by reason thereof the Plaintiff cannot prose-
cute his Writ, then the Taxation of Costs upon such *Non-*
prof. shall cease, and the said *George* shall pay such Costs
to the Plaintiff, as by the Court of our Lord the King
here shall be taxed and adjudged for such his Default in
Nonperformance of this Rule; and Judgment shall be
entered against the said *William Stiles*, now the casual E-
jector, by Default. And it is further ordered, that, if
upon the Trial of the said Issue a Verdict shall be given
for the Defendant, or if the Plaintiff shall not prosecute his
Writ, upon any other Cause, than for the not confessing
Lease, Entry, and Ouster as aforesaid, then the Lessor of
the Plaintiff shall pay Costs, if the Plaintiff himself doth
not pay them.

By the Court.

Martin, for the Plaintiff.

Newman, for the Defendant.

§. 4. *The*

No. VIII.

§. 4. *The Record.*

Plea before the Lord the King at *Westminster*, of the Term of Saint *Hilary*, in the twenty ninth Year of the Reign of the Lord **GEORGE** the second by the Grace of God of *Great Britain, France, and Ireland* King, Defender of the Faith, &c.

Writ.

Declaration, or
Count.

Berks, } **George Saunders**, late of *Sutton* in the Coun-
to wit. } ty aforesaid, Gentleman, was attached to
answer *Richard Smith*, of a Plea, wherefore with Force
and Arms he entered into one Messuage, with the Appur-
tenances, in *Sutton*, which *John Rogers*, Esquire, hath
demised to the said *Richard* for a Term which is not yet
expired, and ejected him from his said Farm, and other
Wrongs to him did, to the great Damage of the said *Ri-*
chard, and against the Peace of the Lord the King that
now is. **AND** whereupon the said *Richard* by *Ro-*
bert Martin his Attorney complains, that whereas the said
John Rogers on the first Day of *October* in the twenty
ninth Year of the Reign of the Lord the King that now
is, at *Sutton* aforesaid, had demised to the same *Richard*
the Tenement aforesaid, with the Appurtenances, to have
and to hold the said Tenement, with the Appurtenances, to
the said *Richard* and his Assigns, from the Feast of Saint
Michael the Archangel then last past, to the End and
Term of five Years from thence next following and fully
to be complete and ended; by virtue of which Demise
the said *Richard* entered into the said Tenement, with the
Appurtenances, and was thereof possessed and, the said
Richard being so possessed thereof, the said *George* after-
wards, that is to say, on the first Day of *October* in the said
twenty ninth Year, with Force and Arms, that is to say,
with Swords, Staves, and Knives, entered into the said
Tenement, with the Appurtenances, which the said *John*
Rogers demised to the said *Richard* in Form aforesaid for
the Term aforesaid which is not yet expired, and ejected
the said *Richard* out of his said Farm, and other Wrongs
to him did, to the great Damage of the said *Richard*, and
against the Peace of the said Lord the King; whereby the
said *Richard* saith that he is injured and endamaged to the
Value of twenty Pounds: And thereupon he brings Suit,
[and good Proof.] **AND** the aforesaid *George Saunders*, by
Charles

Defence,

No. VIII.

Charles Newman his Attorney, comes and defends the Force and Injury, when [and where the Court shall award;] and saith that he is in no wise guilty of the Trespass and Ejectment aforesaid, as the said *Richard* above complains against him; and thereof he puts himself upon the Country; and the said *Richard* doth likewise the same: **Therefore** let a Jury come thereupon before the Lord the King, on the Octave of the Purification of the Blessed Virgin *Mary*, wheresoever he shall then be in *England*; who neither [are of Kin to the said *Richard*, nor to the said *George*;) to recognize [whether the said *George* be guilty of the Trespass and Ejectment aforesaid:] Because as well [the said *George*, as the said *Richard*, between whom the Difference is, have put themselves on the said Jury.] The same Day is there given to the Parties aforesaid. **Afterwards** the Process therein, being continued between the said Parties of the Plea aforesaid by the Jury, is put between them in Respite, before the Lord the King, until the Day of *Easter* in fifteen Days, wheresoever the said Lord the King shall then be in *England*; unless the Justices of the Lord the King assigned to take Assises in the County aforesaid, shall have come before that time, to wit, on *Monday* the eighth of *March*, at *Reading* in the said County, by the form of the Statute [in that case provided,] by reason of the Default of the Jurors, [summoned to appear as aforesaid.] At which Day before the Lord the King, at *Westminster*, come the Parties aforesaid by their Attorneys aforesaid; and the aforesaid Justices of Assise, before whom [the Jury aforesaid came,] sent here their Record before them had in these Words, to wit: **Afterwards**, at the Day and Place within contained, before *Heneage Legge*, Esquire, one of the Barons of the Exchequer of the Lord the King, and Sir *John Eardley Wilmot*, Knight, one of the Justices of the said Lord the King, assigned to hold Pleas before the King himself, Justices of the said Lord the King, assigned to take Assises in the County of *Berks* by the form of the Statute [in that case provided,] come as well the within named *Richard Smith*, as the within written *George Saunders*, by their Attorneys within contained; and the Jurors of the Jury whereof Mention is within made being called, certain of them, to wit, *Charles Holloway*, *John Hooke*, *Peter Graham*, *Henry Cox*, *William Brown*, and *Francis Oakley*, come, and are sworn upon that Jury: And because the Rest of the Jurors

Plea, Not Guilty.

Issue.

Venue awarded.

Respite, for Default of Jurors.

Nisi Prius.

Postea.

of

No. VIII.

*Tales de Circum-
stantibus.*

Verdict, for the
Plaintiff.

Motion in Arrest
of Judgment.

Continuance.

of the same Jury did not appear, therefore others of the Bystanders being chosen by the Sheriff, at the Request of the said *Richard Smith*, and by the Command of the Justices aforesaid, are appointed a-new, whose Names are affixed to the Panel within written, according to the Form of the Statute in such Case made and provided; which said Jurors so appointed a-new, to wit, *Roger Bacon, Thomas Small, Charles Pye, Edward Hawkins, Samuel Roberts, and Daniel Parker*, being likewise called, come; and, together with the other Jurors aforesaid before impanelled and sworn, being elected, tried, and sworn, to speak the Truth of the Matter within contained, upon their Oath say, that the aforesaid *George Saunders* is guilty of the Trespass and Ejectment within-written, in Manner and Form as the aforesaid *Richard Smith* within complains against him; and assess the Damages of the said *Richard Smith*, on Occasion of that Trespass and Ejectment, besides his Costs and Charges by him put unto about his Suit in that Behalf, to twelve Pence: and, for those Costs and Charges, to forty Shillings. **Whereupon** the said *Richard Smith*, by his Attorney aforesaid, prayeth Judgment against the said *George Saunders*, in and upon the Verdict aforesaid by the Jurors aforesaid given in the Form aforesaid: And the said *George Saunders*, by his Attorney aforesaid, saith that the Court here ought not to proceed to give Judgment upon the said Verdict, and prayeth that Judgment against him the said *George Saunders*, in and upon the Verdict aforesaid by the Jurors aforesaid given in the Form aforesaid, may be stayed, by reason that the said Verdict is insufficient and erroneous, and that the same Verdict may be quashed, and that the Issue aforesaid may be tried a-new by other Jurors to be afresh impanelled. And, because the Court of the Lord the King here is not yet advised of giving their Judgment of and upon the Premises, therefore Day thereof is given as well to the said *Richard Smith* as the said *George Saunders*, before the Lord the King, until the Morrow of the *Ascension* of our Lord, wheresoever the said Lord the King shall then be in *England*, to hear their Judgment of and upon the Premises, for that the Court of the Lord the King is not yet advised thereof. At which Day before the Lord the King, at *Westminster*, come the Parties aforesaid by their Attorneys aforesaid: Upon which, the Record and Matters aforesaid having been seen, and by the Court of the Lord the King now here fully understood,
and

and all and singular the Premises having been examined, and mature Deliberation being had thereupon, for that it seems to the Court of the Lord the King now here that the Verdict aforesaid is in no wise insufficient or erroneous, and that the same ought not to be quashed, and that no new Trial ought to be had of the Issue aforesaid, **Therefore it is considered,** that the said *Richard* do recover against the said *George* his Term yet to come, of and in the said Tenements, with the Appurtenances, and the said Damages assessed by the said Jury in Form aforesaid, and also twenty seven Pounds six Shillings and eight Pence for his Costs and Charges aforesaid, by the Court of the Lord the King here awarded to the said *Richard*, with his Assent, by way of Increase; which said Damages in the Whole amount to twenty nine Pounds, seven Shillings, and eight Pence. And let the said *George* be taken, [until he maketh Fine to the Lord the King.] **And hereupon** the said *Richard* by his Attorney aforesaid prayeth a Writ of the Lord the King, to be directed to the Sheriff of the County aforesaid, to cause him to have Possession of his Term aforesaid yet to come, of and in the Tenements aforesaid, with the Appurtenances: And it is granted unto him, returnable before the Lord the King on the Morrow of the *Holy Trinity*, wheresoever he shall then be in *England*. At which Day before the Lord the King, at *Westminster*, cometh the said *Richard* by his Attorney aforesaid; and the Sheriff, that is to say, *Sir Thomas Reeve*, Knight, now sendeth, that he by virtue of the Writ aforesaid to him directed, on the ninth Day of *June* last past, did cause the said *Richard* to have his Possession of his Term aforesaid yet to come, of and in the Tenements aforesaid, with the Appurtenances, as he was commanded.

No.VIII.

Opinion of the Court.

Judgment, for the Plaintiff.

Costs.

Capiatur pro Fine.

Writ of Possession,

and Return.

No. IX.

No. IX.

N^o. IX.

*Proceedings on an Action of DEBT, in the Court of
common Pleas; removed into the King's
Bench by Writ of ERROR.*

§. 1. *Original.*

Præcipe.

G E O R G E the second by the Grace of God of
Great Britain, France, and Ireland King, Defen-
der of the Faith, and so forth; to the Sheriff of *Oxford-*
shire, Greeting. **Command** *Charles Long*, late of *Bur-*
ford, Gentleman, that justly and without delay he render
to *William Burton* two hundred Pounds, which he owes
him and unjustly detains, as he saith. And unless he shall
so do, and if the said *William* shall make you secure of
prosecuting his Claim, then summon by good Summoners
the aforesaid *Charles*, that he be before our Justices at
Westminster, on the Octave of *Saint Hilary*, to shew
wherefore he hath not done it. And have you there then
the Summoners, and this Writ. **Witness** Ourselves at *West-*
minster, the twenty fourth Day of *December*, in the twenty
eighth Year of our Reign.

Sheriff's Return.	Pledges of Prosecu- tion,	{	<i>John Doe.</i> <i>Richard Roe.</i>	Summoners of the within- named <i>Charles</i> <i>Long.</i>	{	<i>Roger Morris.</i> <i>Henry Johnson.</i>
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§. 2. *Process.*

Attachment.

Pone.

G E O R G E the second by the Grace of God of
Great Britain, France, and Ireland King, Defender of
the Faith, and so forth; to the Sheriff of *Oxfordshire*,
Greeting. **Put** by Gage and safe Pledges *Charles Long*,
late of *Burford*, Gentleman, that he be before our Justices
at *Westminster* on the Octave of the Purification of the
blessed *Mary*, to answer to *William Burton* of a Plea, that
he render to him two hundred Pounds, which he owes
him and unjustly detains, as he saith; And to shew where-
fore

fore he was not before our Justices at *Westminster* on the Octave of Saint *Hilary*, as he was summoned. And have there then the Names of the Pledges and this Writ. **Witness** Sir *John Willes*, Knight, at *Westminster*, the twenty third Day of *January* in the twenty eighth Year of our Reign.

No. IX.



The within named *Charles Long* is } *Edward Leigh*. Sheriff's Return;
 attached by Pledges, } *Robert Tanner*.

G E O R G E the second by the Grace of God of *Great Britain, France, and Ireland* King, Defender of the Faith, and so forth; to the Sheriff of *Oxfordshire*, Greeting. **We** command you that you distrein *Charles Long*, late of *Burford*, Gentleman, by all his Lands and Chattels within your Bailiwick, so that neither he nor any one through him may lay hands on the same, until you shall receive from Us another Command thereupon; and that you answer to Us of the Issues of the same; and that you have his Body before our Justices at *Westminster* from the Day of *Easter* in fifteen Days, to answer to *William Burton* of a Plea, that he render to him two hundred Pounds which he owes him and unjustly detains, as he saith, and to hear his Judgment of his many Defaults. And have you there then this Writ. **Witness** Sir *John Willes*, Knight, at *Westminster*, the twelfth day of *February* in the twenty eighth Year of our Reign.

Distringas.

The within-named *Charles Long* hath nothing in my Sheriff's Return; Bailiwick, whereby he may be distreined. *Nil.*

G E O R G E the second by the Grace of God of *Great Britain, France, and Ireland* King, Defender of the Faith, and so forth; to the Sheriff of *Oxfordshire*, Greeting. **We** command you, that you take *Charles Long* late of *Burford*, Gentleman, if he may be found in your Bailiwick, and him safely keep, so that you may have his Body before our Justices at *Westminster*, from the Day of *Easter* in five Weeks, to answer to *William Burton*, Gentleman, of a Plea, that he render to him two hundred Pounds, which he owes him and unjustly detains, as he saith: And whereupon you have returned to our Justices at *Westminster* that the said *Charles* hath nothing in your Bailiwick, whereby he may be distreined. And have you

Capias ad respondendum.

No. IX.

you there then this Writ. **Witness** Sir *John Willes*, Knight, at *Westminster*, the sixteenth Day of *April*, in the twenty eighth Year of our Reign:

Sheriff's Return;
Non est inventus.

The withinnamed *Charles Long* is not found in my Bailiwick.

estatum Capias.

GEORGE the second by the Grace of God of *Great Britain, France, and Ireland* King, Defender of the Faith, and so forth; to the Sheriff of *Berkshire*, Greeting. **We** command you, that you take *Charles Long*, late of *Burford*, Gentleman, if he may be found in your Bailiwick, and him safely keep, so that you may have his Body before our Justices at *Westminster*, on the Morrow of the holy *Trinity*, to answer to *William Burton*, Gentleman, of a Plea, that he render to him two hundred Pounds; which he owes him and unjustly detains, as he saith: And whereupon our Sheriff of *Oxfordshire* hath made a Return to our Justices at *Westminster*, at a certain Day now past, that the aforesaid *Charles* is not found in his Bailiwick; and thereupon it is testified in our said Court, that the aforesaid *Charles* lurks, wanders, and runs about in your County. And have you there then this Writ. **Witness** Sir *John Willes*, Knight, at *Westminster*, the seventh Day of *May*, in the twenty eighth Year of our Reign:

Sheriff's Return;
Cepi Corpus.

By Virtue of this Writ to me directed, I have taken the Body of the withinnamed *Charles Long*; which I have ready at the Day and Place withincontained, according as by this Writ it is commanded me.

“ Or, upon the Return of *Non est inventus* upon the first
“ *Capias*, the Plaintiff may sue out an *Alias* and a
“ *Pluries*, and thence proceed to *Outlawry*; thus:

“ *Alias Capias.*

“ **GEORGE** the second by the Grace of God of
“ *Great Britain, France, and Ireland* King, Defender of
“ the Faith, and so forth; to the Sheriff of *Oxfordshire*,
“ Greeting. **We** command you, as formerly we com-
“ manded you, that you take *Charles Long*, late of *Bur-*
“ *ford*, Gentleman, if he may be found in your Bailiwick,
“ and him safely keep, so that you may have his Body
“ before our Justices at *Westminster*, on the Morrow of the
“ holy

“ holy *Trinity*, to answer to *William Burton*, Gentleman,
 “ of a Plea, that he render to him two hundred Pounds,
 “ which he owes him and unjustly detains, as he saith.
 “ And have you there then this Writ. **Witness** Sir *John*
 “ *Willes*, Knight, at *Westminster*, the seventh Day of *May*,
 “ in the twenty eighth Year of our Reign.

“ The within-named *Charles Long* is not found in my “ Sheriff’s Return;
 “ Bailiwick. “ *Non est inventus.*

“ **G E O R G E** the second by the Grace of God of “ *Pluries Capias.*
 “ *Great Britain, France, and Ireland* King, Defender of
 “ the Faith, and so forth; to the Sheriff of *Oxfordshire*,
 “ Greeting. **We** command you, as we have more than
 “ once commanded you, that you take *Charles Long*, late
 “ of *Burford*; Gentleman, if he may be found in your
 “ Bailiwick, and him safely keep, so that you may have his
 “ Body before our Justices at *Westminster*, from the Day
 “ of the holy *Trinity* in three Weeks, to answer to *William*
 “ *Burton*, Gentleman, of a Plea, that he render to him
 “ two hundred Pounds, which he owes him and unjustly
 “ detains, as he saith. And have you there then this Writ.
 “ **Witness** Sir *John Willes*, Knight, at *Westminster*, the
 “ thirtieth Day of *May*, in the twenty eighth Year of our
 “ Reign.

“ The within-named *Charles Long* is not found in my “ Sheriff’s Return;
 “ Bailiwick. “ *Non est inventus.*

“ **G E O R G E** the second by the Grace of God of “ *Exigi facias.*
 “ *Great Britain, France, and Ireland* King, Defender of
 “ the Faith, and so forth; to the Sheriff of *Oxfordshire*,
 “ Greeting. **We** command you, that you cause *Charles*
 “ *Long*, late of *Burford*, Gentleman, to be required from
 “ County Court to County Court, until according to the
 “ Law and Custom of our Realm of *England* he be out-
 “ lawed, if he doth not appear. And if he doth appear,
 “ then take him and cause him to be safely kept, so that
 “ you may have his Body before our Justices at *Westmin-*
 “ *ster*, on the Morrow of *All Souls*, to answer to *William*
 “ *Burton*, Gentleman, of a Plea, that he render to him
 “ two hundred Pounds, which he owes him and unjustly
 “ detains, as he saith: And whereupon you have return-
 “ ed to our Justices at *Westminster*, from the Day of the
 “ holy

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- “ holy *Trinity* in three Weeks, that he is not found in your
 “ Bailiwick. And have you there then this Writ. **Wit-**
 “ nefs Sir *John Willes*, Knight, at *Westminster*, the eigh-
 “ teenth Day of *June*, in the twenty eighth Year of our
 “ Reign.
- “ Sheriff’s Return; “ By Virtue of this Writ to me directed, at my Coun-
 “ *Primo exactus*: “ ty Court held at *Oxford* in the County of *Oxford*, on
 “ *Thursday* the twenty sixth Day of *June* in the twenty
 “ ninth Year of the Reign of the Lord the King within
 “ written, the within-named *Charles Long* was required the
 “ *Secundo exactus*: “ first time, and did not appear: And at my County Court
 “ held at *Oxford* aforesaid, on *Thursday* the twenty fourth
 “ Day of *July* in the Year aforesaid, the said *Charles Long*
 “ *Tertio exactus*: “ was required the second time, and did not appear: And
 “ at my County Court held at *Oxford* aforesaid, on *Thurs-*
 “ *day* the twenty first Day of *August* in the Year aforesaid,
 “ the said *Charles Long* was required the third time, and
 “ *Quarto exactus*: “ did not appear: And at my County Court held at *Ox-*
 “ *ford* aforesaid, on *Thursday* the eighteenth Day of *Sep-*
 “ *tember* in the Year aforesaid, the said *Charles Long* was
 “ *Quinto exactus*: “ required the fourth time, and did not appear: And at
 “ my County Court held at *Oxford* aforesaid, on *Thursday*
 “ the sixteenth Day of *October* in the Year aforesaid, the
 “ said *Charles Long* was required the fifth time, and did
 “ *Ideo Utlagatus*. “ not appear: Therefore the said *Charles Long*, by the
 “ Judgment of the Coroners of the said Lord the King, of
 “ the County aforesaid, according to the Law and Custom
 “ of the Kingdom of *England*, is outlawed.
- “ Writ of Procla- “ **G E O R G E** the second by the Grace of God of
 “ mation. “ *Great Britain, France, and Ireland* King, Defender of
 “ the Faith, and so forth; to the Sheriff of *Oxfordshire*,
 “ Greeting. **Whereas** by our Writ We have lately com-
 “ manded You that you should cause *Charles Long*, late of
 “ *Burford*, Gentleman, to be required from County Court
 “ to County Court, until according to the Law and Cus-
 “ tom of our Realm of *England* he should be outlawed, if
 “ he did not appear: And if he did appear, then that you
 “ should take him and cause him to be safely kept, so that
 “ you might have his Body before our Justices at *Westmin-*
 “ *ster*, on the Morrow of *All-Souls*, to answer to *William*
 “ *Burton*, Gentleman, of a Plea, that he render to him
 “ two hundred Pounds, which he owes him and unjustly
 “ detains,