

Liber P C cure her of a soare legg, To which answer of the Defendants there being much new matter these Comp^{lts} replied Specially and Say. That the Defendants by Sinister and fraudulent meanes caused the Comp^lt Damoras to signe and seale severall papers the Contents of which she never heard read, and utterly denye the said receepts or releases Can any way by Law discharge the Defendants, that the Comp^lt Thomas & Def.^t Edward submitted all differences to the Chancellour who awarded the Defendant Edward to pay unto the Comp^lt Thomas Tenn thousand seaven hundred forty six pounds of tobacco, That there was Nine thousand pounds of tobacco more due upon y^e accompt but by neglect of y^e Clerke was Omitted out of y^e accompt upon the Chancello:^{rs} award, and denye the said Defendants paid y^e said tenn thousand seaven hundred forty six pounds of tobacco to these Comp:^{lts} or either of them, That the Defendants inticed y^e Comp^lt Damoras to give discharge for y^e same, and denye her receipt, can discharge the said bond, That the Comp^{lts} exhibitted their Just accompt of Wyatts estate, after the will was Damnd and upon Dorsey his owne Excep^ons hath allowed thirty eight thousand Eight hundred and Eighty pounds of tobacco and denye the arbitrato:^{rs} have allowed by their award Onely the sume in the schedule to the Defendants answer annexed. That these Comp^{lts} and Defend^{ts} entered into bonds of Three hundred thousand pounds of Tobacco to stand to the award of Collonell Taylor and Collonell Burges to decide y^e differences concerning the estate of Nicholas Wyatt and not otherwise and that they were not permitted to Exhi^tte any accompt before y^e Arbitrato:^{rs} nor that the said Comp^{lts} Just accompt exhibitted before the Chancello:^r is by y^e award sett a side, and denye that they deliver the servant named fletcher in Leiu of the Servant named Wallett, That y^e Defendants p^rtended to bee discharged from the bond of arbitra^on upon y^e Chancello:^{rs} award of One hundred thousand pounds of tobacco by payment of the said sume of tenn thousand seaven hundred forty and six pounds to the Comp^lt Damoras in aprill and November One thousand six hundred seaventy six That the Defendants needed not have put the same to arbitra^on in June one thousand six hundred seaventy seaven and deny they have received any part of the said sume & that it is Lawfull to Comence suite for the same, and y^e same was never in dispute or was Submitted to arbitra^on, being a bond Certaine is not by Law Arbitrable and denye any receipt from the Comp^lt Damoras Can by Law discharge the same, Aver y^e Def.^{ts} came to Live att the Comp^{lts} house, without their privity or lycence, that the Defend.^{ts} seized upon y^e Comp^{lts} prop^r psonall estate, and maintenanced himself and family with the same that y^e Defendants have Cutt downe y^e Timber from of y^e planta^on awarded burned up the fenceing destroyed the feilds of Corne & wheate there growing, & the Def.^{ts} with Two Children & foure servants were main-