The severall Answer of Dame Alice Brownlow widdow Rel\*\* and Executrix of Sr John Brownlow late of Betton in the County of Lincoln Barronet deceased one of the Defendants to the Bill of Complaint of Sr Edward Smith Barronet William Shiers Thomas Savery and Robert Gower Complainants.

The Defendant saving and reserving for herselfe now and at all times hereafter all and all manner of benefitt and advantage of exception to the manifold incertainty & insufficiencies and imperfections in the complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this deft. is advised anywise matteriall concernes her to make answer unto she this deft. answereth and sayeth that she doth believe it may be true that his late Majesty King Charles the first did grant such Letters Pattents under the Great Seale of England beareing such date unto William Davenant (then Gentleman afterwards Sr William Davenant) in the Bill named with such powers and Authorities for erecting and setting up of a playhouse and constituting and appointing a company of Actors to act and shew plays and other performances of the stage therein in such manner as in the complainants Bill for that purpose is mentioned and sett forth but for more certainty herein this deft. craves leave to referr herselfe to such letters patents and this deft. doth also believe it may be true that the said Sr William Davenant by vertue of the said Letters Pattents and also of some subsequent authority from our late Soveraigne Lord King Charles the second constituted and made Thomas Betterton and such other persons as are in the complainants Bill for that purpose named and their Associates to be a company publickly to act comedies Tragedies plays and representations ^of the stage in London or [Westin?] or the suburbs thereof as in the Bill is sett forth and believed also it may be true that by certaine Articles of agreement beareing date on or about the fifteenth day of November in the year of our Lord 1660 and made or mentioned to be made between the said Sr William Davenant of the first part the said Thomas Betterton Thomas Sheppy Robert Noke James Noke Thomas Lovett John Moteley and Thomas Litteston of the second part And Henry Harriot of London painter of the third part It was (as in the complt Bill for that purpose mentioned (amongst other things) agreed that the said Thomas Betteron and the rest of the ^said company should at one weeks notice to be given them by the said Sr William Davenant Joyne with the said Henry Harriot and other men and women then provided or to be provided by the said Sir William Davenant to performe Tragedies comedies plays or representations of the stage in a new Theatre then to be provided by the said Sr William Davenant and that when the said companys were joyned with other men and women to be provided by the said Sr William Davenant to Act and performe Tragedies comedies plays and representations of the stage in the said Theatre to be provided by the same Sir William Davenant that then **the said Generall Receipts (the generall expenses first being deducted) should be divided into fifteen equall shares and proportions whereof the said Thomas Betterton and the aforesaid other persons partys to the said articles and so act as aforesaid were to have amongst them for their acting five of the fifteen parts or shares of the said receipts first deducting out of the said generall receipts the generall expenses and charges of the said Theatre and representations (except the charges of Women that were to performe and represent Womens parts in the aforesaid Tragedies comedies plays or representations and the habitts scenes and rent of the said Theatre so to be provided) and the said Sr William Davenant his Executors Administrators and Assignes were to have the remaining ten shares towards the house rent building scaffolding and making of frames for scenes ^and providing habits machines and scenes for the supplement of the said Theatre and for maintaineing the said women and in consideration of erecting and establishing them to be a company and the said Sr William Davenants paines and expences for the purpose** but this deft. for her more certainty herein craves leave to refer herself to such articles when the same shall be produced to this honble court. And this deft. doth also Believe it may be true that in some short time after the said Sr William Davenant did pursuant to the pwer and authority to him granted as aforesaid cause to be erected a certaine Theatre in the then Tennis court commonly called Little Tennis Court in or near Lincoln’s Inn Fields in the county of Middlesex and that the said company did joyne according to the said Articles and did publickly act and shew comedies Tragedies plays and representatons of the stage therein as in the Complts. Bill is sett forth. and this deft. doth also believe it may be true that the said **Sr William Davenant having occasion for great summes of money to reimburse the Expense and charge he had been at and so furnish such playhouse wth habitts scenes and other necessaries and so maintaine and suport the same did sell and dispose severall of the said for shares reserved to him by the sd Articles as aforesaid for severall great summes of money to severall persons but to whom nor for what the Defendant cannot sett forth other or otherwise than as herein after is mentioned** But this Defendant doth not know that the said Sr William Davenant sold any part or share of the said ten shares for the complainants or any or either of them or to such person or persons as in the Bill mentioned under whom the complainants respectively claime or that the complainants or any or either of them are intituled to such parts shares or proportions of the proffitts arising by acting in the said playhouse or otherwise by vertue of the sd Letters Patents as they respectively claime by their Bill or any part or share of such proffits Going a stranger to their respective demands made in and by their said Bill but this deft. sayeth that she hopes on occasion to be able to prove that **the said Sr William Davenant by his Indenture beareing date on or about the sixth day of June in the year of our Lord 1665 and made between the said Sr William Davenant of the one part and Richard late Viscount Lumley since deceased of the other part for the consideration therein mentioned did give grant bargaine sell assigne and sett over unto the said Richard Lord Viscount Lumley his Executors Administrators and Assignes one moiety or halfe part of one share of His said generall receipts of the said Theatre in fifteen equall parts or shares to be divided (that is to say) one halfe of one share of the said ten shares which by vertue of the said Articles were reserved to the said Sr William Davenant as aforesaid** The said Richard Lord Viscount Lumley his Executors Administratorsand Assignes to have & receive the clear and neat proffitts arising ratably and in proportion as the said Sr William Davenant his Executors Administratorsand Assignes were to have and receive for the remaineing shares of the said ten shares and the said Richard Lord Viscount Lumley ^did as the deft. believes by such Indenture for himselfe his Executors Administratorsand Assignes covenant and agree to contribute towards the growing charges and disbursement in respect of the said one halfe of a share rateably and in proportion as the sd Sr William Davenant was by the said Articles dated on or about the said fifteenth of November 1660 to doe And that the said Sr William Davenant did thereby for himselfe his Executors Administratorsand Assignes covenant and agree to and with the said Richard Lord Viscount Lumley his Executors Administratorsand Assignes that **in case the said Sr William Davenant his heires Executors Administrators or Assignes should remove or cause to be removed the said company or their successors to any other Theatre or Theatres therein so act comedies Tragedies plays or representations of the stage he the said Sr William Davenant his heires Executors Administrators should constantly and duly or weekly on the severall saturdays in every week pay or cause to be paid at such Theatre and Theatres respectivly to the said Richard Lord Viscount Lumley one halfe of one share of the receipts of such Theatre and Theatres in fifteen equall parts or shares to be divided as aforesaid and that he the said Richard Lord Viscount Lumley his Executors Administrators and Assignes or any of them should be at liberty at any time at their will and pleasure to peruse the Books and accounts of the receipts and disbursement relateing to such Theatre and Theatres** as in and by such Indenture relacion being thereunto had it doth and may more fully and at large appear and to which this deft. for more certainty herein craves leave to referr herselfe which said **one halfe of a share so purchased by the said Richard Lord Viscount Lumley of the said Sr Richard Davenant as aforesaid and all his the said Richard Lord Viscount Lumley’s right tytle and interest thereto as this deft. doubts not but on occasion to be able to prove by severall [Mesne?] Assignments and conveyances became since loyally vested in the Honble Ralph Grey Esq and Edward Witty Gent and was afterward by them conveyed or caused to be conveyed to the said Sr John Brownlow this defts said late husband deceased** as herein after is mentioned and this deft further sayeth that she doth believe it may be true that the said Sr William Davenant after he had made severall conveyances to severall persons of severall of the said ten shares reserved to himselfe by the said Articles mentioned to be dated on or about the fifteenth of November 1660 as aforesaid and in particular after he had made the said conveyance of the said one halfe of one share to the said Richard Lord Viscount Lumley as aforesaid did by the consent of the then proprietors of such shares as he had so sold and disposed and of the said company of actors or the major part of them surrender the said letters patents granted by his said late majesty King Charles the first unto this honble court to be cancelled as in the complainants bill is mentioned And that his said late Majesty King Charles the second did grant unto the said Sir William Davenant his heires Executors Administratorsand Assignes such Letters Patents beareing such date and teste and to such effect as in the complainants Bill for that purpose sett forth but for her more certainty herein this deft craves leave to referr herselfe to such last mentioned Letters Patents when the same shall be produced **And this deft doubts not but that the name of the said Sr William Davenant was agreed by all or most of the partys then concerned to be made use of in the said last mentioned letters patents in trust as well for himselfe as for all the persons to whom the said Sr William Davenant had them before sold any part or share of the said ten shares reserved to him by the said Articles mentioned to be dated on or about the said fifteenth day of November 1660 as aforesaid and that such letters patents might be really granted upon such trust though the same (as this deft. beleives) is not expressed therein** and this deft. doth believe it may be true that in pursuance of such last mentioned letters patents one Theatre comonly called the Dukes playhouse was erected and built in or near Dorsett Garden London wherein plays have been frequently acted as in this complainants bill is mentioned and this Deft. doth believe it may be true that the said Sr William Davenant departed this life some time after the date of the said ^last me\*\*one\* letters patents but the particular time when doth not know And also believes it may be true that the interest and shares in to and out of the said last mentioned letters patents and the proffitts of the said Theatres that were not disposed of by him the said Sr William Davnant in his life time did upon his death (subject to the grants and Assignments by him made in his life time as aforesaid) come unto Dame Mary Davenant his widdow and rel\*\*t I the Bill named and Charles Davenant Doctor of Lawes who was (as this Deft. believes) his oldest son and heire) who is named for one other of the Defendants to the complainants said Bill or one of them and this Deft. believes it may be true and hopes if occasion requires to be able to prove that **the said Dame Mary Davenant and Charles Davenant or one of them did come to an agreement (but whether it was ever reduced into writeing or no this Deft. doth not know) with the then proprietors of shares and the company of Actors or the Major part of them to divide the generall receipts of the said Theatres into ten equall parts or proportions (all house rent hirelings charges of women scenes hats and other charges and outgoeings being first deducted) whereof the said Dame Mary Davenant and Charles Davenant or one of them his [heror?] their heires and Assignes were to have five shares And the company of Actors were to have the remaineing five shares which said agreement was (as this Deft. humbly conceived and is advised) much for the benefitt and advantage of the respective proprietors of the shares purchased of the said Sr William Davenant** and no wise to their prejudice and this Deft doth believe it may be true and doubts not on occasion but to prove that the said Dame Mary Davenant and Charles Davenant or one of them did afterwards by the consent of William Ashburnham in the complainants Bill named and the other persons then concerned in the severall shares of the said proffitts of acting that had been sold by the said Sr William Davenant or some of them **but whether with intent to lessen the shares of such purchasors or thereby to reap any proffitt to themselves the Deft. doth not know divide the said five shares allotted to the said Dame Mary Davenant and Charles Davenant or one of them her his or their heries and Assignes as aforesaid into ten equall parts or shares whereof the said William Ashburham was to have two parts and two fifths of one halfe of one other of such parts for his life And the said Dame Mary Davenant and Charles Davenant or one of them her his or their heires and Assignes were to have three of the said ten parts and three fifths of the said halfe part and after the decease of the said William Ashburnham the said Dame Mary Davenant and Charles Davenant her his or their heires and Assignes were to have four parts and one halfe of one part of the said ten parts and the Executors Administrators and Assignes of the said William Ashburnham to have but one part of the said ten parts and the other four parts and an halfe of the said ten parts was to goe to and amongst the severall other persons to whom the sd Sr William Davenant had sold shares** in his

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Life time to be divided proportionably to their respective shares and interest according to their respective deeds of purchase And the Defendant believes it to be true and hopes to prove that all partys concerned acquiesced for many years under such agreements and received their dividends and proportions according to such allottment and divisions and made no objection against the same (as this Defendant ever heard of) till the Complainants exhibited this Bill which is an Evidence as this Defendant is advised and humbly conceives that they were consented and satisfyed therewith and allowed and approved of the same and this Defendant further sayeth that she doubts not but one occasion to be able to prove that by severall Mesne assignments and sufficient conveyances in the Law one intire part and one halfe part of the said ten parts into which the said five parts or shares of the said ten parts of the said proffitts of acting at hte said Dukes Theatre in Dorsett garden were divided as aforesaid and which was reserved for or belonging to the said Dame Mary Davenant and Charles Davenant or one of them their Heires Executors Administrators or Assignes as aforesaid were for a full and valuable consideration conveyed to and vested in the said Alexander Davenant and **this Defendant further sayeth that she believes and hopes to prove that by Indenture beareing date on or about the moneth of March in the fourth year of ye reigne of ye late ^King James the second and made between the said Ralph Grey and Edward Watty of the one part and the said Sir John Brownlow of the other part the said Ralph Grey and Edward Watty for the consideration therein mentioned did grant bargaine sell assigne and sett over unto the said Sir John Brownlow the said halfe share granted by the said Sir William Davenant to the said Richard late Viscount Lumley and which by Mesne Assignment were then vested in them the said Ralph Grey and Edward Watty as aforesaid** To hold to the said Sir John Brownlow his Heires Executors Administrators and Assignes and that **by another Indenture beareing date on or about the said Moneth of March and made or mentioned to be made between the ^said Alexander Davenant of the one part And the said Sir John Brownlow of the other part for and in consideration of the summe of four hundred pounds therein mentioned to be and which (as this Defendant verily believes) was paid by the said Sir John Brownlow to the said Alexander Davenant the said Alexander Davenant did convey and assigne unto the said Sir John Browlow one Moiety or halfe part of one intire fourt part into which the said five shares of the generall receipts of the proffitts of Acting in the said Theatres were divided as aforesaid which was sold by Thomas Metcalfe Grocer in such last mentioned Indenture named to the said Alexander Davenant To hold to the said Sir John Brownlow from thenceforth for all the residue of [illegible] severall termes of one thousand years ^and nine hundred years in such Indentures mentioned then to come and unexpired under a provisoe to be void if the said Alexander Davenant should pay to the said Sir John Brownlow his Executors Administrators or Assignes the sume of four hundred and five pounds at the time and place therein appointed** And that by another Indenture beareinng date on or about the said Moneth of March and made or mentioned to be made between the ^said Alexander Davenant of the one part and the said Sir John Brownlow of the other part for and consideration of the summe of four hundred pounds so lent and paid by the said Sir John Brownlow to the said Alexander Davenant as aforesaid and for other considerations therein mentioned the said Alexander Davenant did release unto the said Sir John Brownlow his Executors Administrators and Assignes the said provisoe or condition of redemption in the said last before mentioned Indenture contained and did thereby remise release ratify and confirm to him the said Sir John Brownlow his Executors Administrators and Assignes the said Moiety or halfe share so Mortgaged and Assigned by him the said Alexander Davenant to the said Sir John Brownlow as aforesaid from thenceforth for and dureing all the then rest and residue of the two severall termes of one thousand years and nine hundred years then to come and unexpired discharged of the said provisoe or condition and of all power and right or equity of redemption and that **by another Indenture beareing date on or about the said Moneth of March and made or mentioned to be made between the said Alexander Davevnant of the one part and the said Sir John Brownlow of the other part in consideration of six hundred pounds therein mentioned to be and which as this Defendant believes was paid by the said Sir John Brownlow to the said Alexander Davenant and for other the considerations therein mentioned the said Alexander Davenant did convey and assigne to ^the saidSir John Brownlow his Executors Administrators and Assignes one intire part of the said ten parts into which the said five shares of the generall receipts of the proffitts of Acting in the said Theatre were divided in the said Indenture mentioned** and expressed and the whole proceed and benefitt of the same to hold to the said Sir John Brownlow his Executors and Assignes from thenceforth for all the residue of a terme of one thousand years in such Indenture mentioned then to come and unexpired and the said Alexander Davenant in and by the same Indenture for the consideration therein expressed **did grant bargaine and sell the said one intire share or part of the said ten parts into which the said fifteen shares were divided as aforesaid** and all the benefitt and proffitt thereof unto the said Sir John Brownlow his Executors Administrators and Assignes from the date of such last mentioned Indenture for and dureing and unto the full End and terme of one thousand and five hundred years from thence next ensueing and fully to be compleate and ended and that by Indenture of [Defeazance?] beareing date on or about the said Moneth of March and made or mentioned to be made between the said Sir John Brownlow of the one part and the said Alexander Davenant of the other part therein rentein and takeing Notice of the four severall above mentioned Indentures it was declared and agreed by and between the said Sir John Brownlow and the said Alexander Davenant and he the said **Sir John Brownlow did thereby for himself his heires Executors Administrators and Assignes consent declare and agree to and with the said Alexander Davenant his heires Executors Administrators and Assignes That if the said Alexander Davenant his heires Executors Administrators and Assignes or one of them did and should pay or cause to be paid unto the said Sir John Brownlow his Executors Administrators or Assignes the summe of one thousand and fifty pounds at the place and on the days and times therein mentioned limitted and appointed for payment thereof That then the said Sir John Brownlow his Executors Administrators or Assignes should and would at the request and at the costs and charges in the law of the said Alexander Davenant his heires Executors and Assignes Assigne and convey the said two severall halfe shares and one whole share and promises in and by the said four severall above mentioned Indentures granted and Assigned and confirmed to the said Sir John Brownlow as before sett forth unto the said Alexander Davenant** his heires Executors and Assignes discharged of all incumbrances or charges to be commited or done by the said Sir John Brownlow his Executors Administrators or Assignes as in and by the said severall recited Indentures relacion being thereunto had it doth and may more of large appear and to which this Defendant for more certainty herein craves leave to referr herselfe and this Defendant doth believe that the said Alexander Davenant did not pay the said summe of one thousand pounds principall money and fifty eight pounds for the interest thereof to the Moneth of March 1693 was due to the said John Brownlow from the said Alexander Davenant upon the said mortgaged promises and this Defendant doth not know nor ever heard that all or any part of the said one thousand poundes principall money or the fifty eight pounds interest due as aforesaid or any interest for the said one thousand pounds that accrued due since the said Moneth of March 1693 was ever paid but believes that the same is all still due and oweing and this Defendent further sayeth that teh said Sir John Brownlow departed this life on or about the sixteenth day of July 1697 haveing first made his last will and testament and this Defendant Executrix and this Defendant hath since his death duly proved the same in the prerogative [illegible] of Centerbury and taken upone her the burthen of the execution thereof and by vertue thereof is (as she is advised) become legally vested in the said one share and two halfe shares coveyed and Mortgaged to the said Sir John Brownlow as aforesaid subject to the said provisoe or condition of redemption in the said Indenture of Defeazance date on or about the said Moneth of March in the fourth year of his late Majesty King James the second contained And this Defendant doth also believe it may be true that his said late Majesty King Charles the second did grant unto Thomas Killigrew Esq in the Complainants Bill named his heires and Assignes such Letters patents beareing such date and for such purpose as in the Complainants Bill in effect is sett forth but for more certainty herein craves leave to referr herselfe to such letters patents when the same shall be produced And she believes it may be true that in pursuance of the powers given in and by such last mentioned letters patents a Theatre or playhouse was erected in or near dorset garden in the said County of Middlesex which was formerly called the King’s and now the Queen’s playhouse where plays are and have been frequently acted as in the Complainants bill is for that purpose mentioned and this Defendant doth also believe it may be true that by ^such Indentures beareing such date made between such partys and after such manner as in the Complainants Bill for that purpose sett forth It was concluded and agreed that all the powers and authorities priviledges and benefitts granted by the said Sir William Davenant and the said Thomas Killigrew’s respective patents should be United and from thenceforth the same should be as one and so forever after to continue and remaine subject onely to the provisoes conditions and agremments therein contained and this Defendant believes that it may be true that there is a covenant contained in such last mentioned Indenture that all the clear proffitts of and by acting in the said Theatres or either of them or elsewhere by vertue of the said patents ^after all charges certain & incident were paid & deducted that should then after be had by the said united patents or pursuant to the said last mentioned Indenture should be divided into twenty equall parts or shares as in the Complainants Bill is also mentioned But this Defendant for more certainty herein craves leave to referr herselfe to teh said last mentioned Indenture when the same shall be produced and this Defendant believes it may be true that in pursuance of the said last mentioned Indenture the said patents were united and that the Company formerly acting in the said Theatre Royall in Drury Lane were dissolved and the Company constituted by the said Sir William Davenant began to act at the said Theatre ^and have as this Defendant believes continued acting there and in the said Theatre in Dorsett Garden by vertue of the said patents and the said deed of Union down to this time as in the Complainants Bill is mentioned And this Defendant sayeth that she nor any other person or persons by her order or for her use with her knowledge or privily ever received or had all or any part of the said principall summe of one thousand pounds or of the said fifty eight pounds due for interest to the Moneth of March 1693 or any of the interest for the said one thousand pounds that accrued due or became pyable since the said Moneth of March 1693 or that she received all or any part of the divident or proportion of the proffitts ariseing by acting of plays in the Theatres or playhouses in the Complainants Bill mentioned or any or either of them for or in respect of or belonging to the said one share and two halfe shares mortgaged to the said Sir John Brownlow as aforesaid or any or either of them or any other of the proffitts of or belonging to or anywise ariseing by the Theatres in the Bill mentioned or any or either of them save onely that she this Defendant hath seen some few plays in the said Theatres in Dorsett Garden and Drury Lane without paying down any money for the same and believes some times might carry some ffreinds in with her also without paying down any money And that she or some or one of her Agents by her order or permission might now and then give orders to admitt some few persons into the said Theatres in Dorsett Garden and Drury Lane or one of them (as is usuall for other sharers to doe) to see plays without paying for their admittance for all which she is and shall be ready to allow for upon account as is used by the proprieters of shares in such cases but how many times she herselfe saw plays or carried any ffreinds along with her to see plays or how many orders she or her agents hath or have given for persons to see plays she this Defendant cannot remember or sett forth haveing kept no account thereof but referrs herselfe to the Books and accounts kept by the managers of the said Theatres for that purpose and this Defendant doth deny that the other Defendants in the Bill named or any or either of them or any other person or persons whatsoever have or hath paid off the said Mortgage Money and interest or any part thereof save as aforesaid or purchased or bought of or from this Defendant all or any part of her share or shares right

Alice Brownlowe

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\*ylle or interest of into or out of the proffitts of the said playhouses or either of them or made any agreemt or compo\*\*ion whatsoever with her or any other person or persons by her order or with her privity or knowledge for the same or the arreares thereof or any part thereof but saith that **the said principall summe of one thousand pounds and interest thereof as aforesaid is still owing to her and that all the dividend belonging to the said shares in Mortgage to the said Sr John Brownlow and which she is intituled to as aforesaid are still due and in arrear** and have not been received by any body as this deft. knows of that had any right to receive the same since the said Alexander Davenant went beyond sea which was as this Deft. hath heard and believes about [blank] and this Deft. doth deny that she was ever directly or indirectly concerned in the managemt of the Theatre or playhouse in the Bill mentioned or any or either of them or in the receiveing of the issues or proffitts of them or any either of them save as aforesaid but **believes it may be true that there have been severall Artifices and contrivances used by severall persons to defraud the sharers of their rights in the proffitts of acting in the said Theatres in Dorsett Garden and Drury Lane and in particular by Sr Thomas Skipwith and Christopher Rich two other of the Defts. in the Complainants Bill named but whether such as in the complainants Bill sett forth this Deft. knows not though probably it may be so** and this Deft. sayth she doth not know what or how much hat been received of the proffitts of the said playhouses or by whom or what the charges certaine or incident thereof amount to nor doth this Deft. know what or how much the clear proffitts ariseing by acting in the said playhouses since the complainants or those under whom they respoectively claimd had or received any dividend or proporcions of the proffitts ariseing by acting but knows not ^whether all the clear proffitts if fairly and justly accounted for would amount to such a great summe as in the complainants Bill is sett forth the\* she wishes it may as well for her own sake as ^for the sake of all other persons concerned therein and this Deft. doth insist that she ought to be paid all the principall and intrest due on the said Mortgage or otherwise to have her just proporcion and share of all the arrears of the said clear proffitts due in respect of the said one share and two halfe shares mortgaged to the said Sr John Brownlow as aforesaid and **this Deft. hopes that the complainants shall not be permitted to run away with any more of the proffitts than their just proporcions if they have a right to any** And that what shall be received by vertue of this suite or otherwise shall be equally divided amongst all persons concerned therein ratably and in proporcion to their severall and respective shares and interest, and this Deft. saith that she doth not claime any right tytle or interest in or to all or any of the shares of the proffitts of acting in all or any of the said Theatres or playhouses in the Bill mentioned or any part thereof save as aforesaid and **this Deft. doth deny all manner of unlawfull combinacion and confederacy wherewith she is in and by the complainants said Bill of complaint charged or that she is or hath been any wise concerned in or privy to all or any of the frauds contrivances or the practices in and by the complainants said Bill of compaint** contained materiall or effectuall to be made answer unto And not herein or hereby well and sufficiently made answer unto professed or avowed traversed or denyed be true All which said matters and things this Deft. doth averr and is ready to prove as this honble court shall award And humbly prayeth to be from hence dismissed with her reasonable costs and charges in this behalfe wrongfully sustained. And she shall pray\*\*

Alice Brownlow

[Note below in Latin, dated 4 August 1705]