[IMG\_9536; IMG\_9537]

Ambo Ind*enture* decimo quarto die April 18

1702o coram me S: Keck

The Joynt and severall Answere of S*i*r Thomas Skipwith Barronett & Christopher Rich Esq*ui*re two of the defendants to the Bills of Complaynt of Charles Killigrew Esquire Complaynant.

These defendants saveing to themselves and to either of them now & att all times hereafter all and All manner of Advantages and benefitt of Except*i*on that may be had or taken to the manifold Errors Untruthes Uncertainetyes Insufficiencyes and imperfecc*i*ons conteyned in the Complaynants said Bill of Complaynt For Answere

thereunto or unto Soe much thereof as is materiall for these defendants or either of them (as they are advised) to make Answere unto These defendants Answere & Say That they beleive it to be true That Such Letters patents were granted by his late Majestye King Charles the Second in the Fourteenth Yeare of his Reigne

unto Thomas Killigrew Esq*ui*re in the Bill named his heirs and Assignes for the erecting of one Theatre or Playhouse with the Appurtences and to entertaine and keepe a Company of Playes & other persons to Act and represent Com*m*edyes Tragedyes and other entertainements of the stage therein And that in pursueance

thereof one Theatre or playhouse was erected in or neare Covent Garden in the County of Middlesex com*m*only called the Theatre Royall or Kings Playhouse wherein Playes were frequently Acted as in the Bill is sett forth And these defendents alsoe beleive That his said Late Ma*jes*tye King Charles the Second did by certaine

other Letters patents beareing Teste in the Month of January in the Same Fourteenth Yeare of his Reigne give and grant unto Sir William Davenant in the Bill named his heirs and Assignes full power and Authority to erect one other Theatre or Playhouse with the Appurtences and to entertaine and keep a

Company of Players and other persons to Act and represent therein Com*m*edyes Tragedyes and other entertainements of the Stage and that in pursueance thereof one other Theatre or playhouse was erected in or neare Dorsett Garden London com*m*only called the Dukes playhouse, wherein playes were frequently acted as in

the Bill for that purpose is sett forth And these defendants alsoe beleive that in Each of the said Letters Patents there is (amongst otherthings) conteyned an Express Clause that onely the s*ai*d two companyes & none other should from thenceforth Act or represent Com*m*edyes Tragedyes playes or entertainements of the Stage

within the Cityes of London and Westminster or the Suburbs thereof, As in and by the said two Severall Letters patents to which these defendants in the matters aforesaid referr themselves when the Same Shall be produced may appeare, And these defendants further Say they beleive itt to be true That Such Indentures as

in the Bill as sett forth beareing date on or about the Fourth Day of May in the Four and thirtyeth Yeare of his said late Majestyes Reigne Anno D*omi*ni one thousand Six hundred and eighty two was made & and betweene the now Complaynant Charles Killigrew of this one parte and Doctor Charles

Davenant Thomas Betterton and William Smith in the Bill named of the other parte whereby amongst other things reciteing that the Complaynant then claymed the Right to dispose of the aforesaid ^Theatre in Covent garden and of the said Letters patents granted to the said Thomas Killigrew and of all advantages powers and Authorityes thereby

granted And that the said Doctor Davenant then Claymed the right to dispose of *th*e s*ai*d Letters patents granted to the said S*i*r William Davenant and that it would be more convenient & beneficiall for all partyes concerned in both the said patents and Theatres That all the Authorityes and powers in both the

said pattents Should be united, Itt was Agreed upon accordingly That the Same Should be United as one and Soe forever after continue Subject onely to the provisoes Condic*i*ons and Agreements in the Same Indenture conteyned And these Defendants beleive That in and by the said Indentures this further Covenanted

or Agreed upon to the effect following vizt. That all playes then after to be Acted by Vertue of the said united Letters patents should be acted by the Company then employed or to be employed in the said Dukes Theatre and by Such other persons and in Such manner and plans as the now Complaynant and the said Doctor Davenant their

respective heirs and Assignes should from time to time direct (haveing regard never thelesse to Observe keep and be Subject to the Same Rules Methods and Manner of Governement used at the Dukes playhouse and soe as they did manage the Same for the best Advantage of all partyes concerned or to be concerned therein

according to the best of their powers and Judgements) And that the said now Complaynant Should dissolve the Company of players belonging to the Kings playhouse within six dayes then next and alsoe within the Same time delivereys unto the said Doctor Davenant his heirs and Assignes all the playes in the

Schedule thereto Annexed and the peaceable possession of the said Theatre Royall with the Appurtences (the Scenes and Scene Rooms Onely Excepted) for the Sole use of the said United Letters pattents to be then after from time to time held enjoyed and employed for the Acting of playes and other

Entertainements of the Stage according to the true intent of the said Indenture, the said Doctor Davenant his heirs and Assignes paying for the Same from the time of the delivery thereof the rent or sum*m*e of three pounds p*er* Diem for every day any play Should be publickly Acted as therein is

menc*i*oned, And that from thenceforth forever all the Cleere profitts of and by Acting in the said Theatres or either of them or alsoe where after all charges certaine and incident were paid and deducted) that Should then after be had or made by the said United patents or pursueant to the said Indenture Should

be divided into twenty equall parts and that three whole parts or Shares thereof should be from time to time payd unto the said Complaynant (except in Such Cases as therein is excepted) And that Bookes of Accompt Should be kept, wherein Should be Sett downe as well all the receipts and profitts due

from thenceforth to be had or made by vertue of the Same Indenture or either of the said Letters patents and matters thereby granted as alsoe all the Charges and Expences both Certeyne and Incident from thenceforth to be expended about the premisses which the Complaynant might peruse or take Copyes of

att his pleasure And these defendants beleive that there are provisoes conteyned in the said Indenture That the Covenant of the said Betterton and Smith therein should not be bindeing to either of them for any Breach thereof that Should be Com*m*itted after their respective deaths or discharge from their

employ in the premisses as in the Bill is Sett forth But for more certainely in the matters aforesaid these defendants referr themselves unto the said Indenture of Union when the Same Shall be produced And these defendants beleive that the Complaynant within Some ^Short time after the dates of the said

Indenture did disolve his Company of Actors and deliver the possessession of the said theatre Royall to the said Doctor Davenant And these defendants say that the Cleere profitts ariseing by acting being by the said Indenture of Union to be from time to time Divided in Twenty equall parts or Shares whereof

the Complaynant or his Assignes to have three, and the remaineing Seaventeene Shares or parts thereof being againe divided into Twenty equall parts or Shares and com*m*only called Adventurers Shares, these defendants doe claime seaven of these last menc*i*oned Twenty Shares and the remaineing

thirteen Shares thereof doe belong or are claimed by Severall persons by vertue of Grants from the said Sir William Davenant or Doctor Davenant (as these defendants beleive) And these defendants further say That they have been informed and beleive that Dame Mary Davenant

deceased in the Bill named was one of the proprieting Builders of the said Dukes Theatre being Interested in one Seaventh parts of the rent of Seaven pounds per diem heretofore paid for the Same Theatre on publick Acting Dayes as well before as after the Uniteing of the said patents and these

defendants beleive that the said Thomas Betterton and Will*ia*m Smith were alsoe Building proprietors of the said Dukes Theatre and were Interested in Some other parts or proporc*i*ons of the said rent of seaven pounds per diem which said rent of seaven pounds per diem as well as the said rent of three

pounds per diem for the said Theatre Royall were allwaies putt downe and charged as these defendants beleive in the Constant Charge and paid or payable out of the receipts and profitts ariseing by Acting before any Dividend was to be made of the cleere profitts aforesaid and if the said Lady Davenant did

at the time of the Uniteing of the said patents and for Sometime after take and enjoy the whole Benefitt of and by selling of Fruite and Sweet meates on Acting Dayes in the said Dukes Theatre Yett these defendants are advised that She was onely Justly Intituled to one Seaventh parte of

of Such benefitt according to her proporc*i*on of Share in the Building of the Same Theatre as the rest of the Building proprietors of the Same Theatre were intituled to the residue of such Benefitt according to their respective proporc*i*ons of and in the said rent of Seaven pounds per diem And

these defendants each Answering for himselfe say that they doe not know if any or what agreements were made betweene the said Lady Davenant and all or any of the rest of the proprietors of the said rent of Seaven pounds per diem or between her and the Shares or adventures of the

cleere profitts ariseing by acting or any of them touching the benefitt of and by selling of fruite and Sweet meates in the said Dukes Theatre Nor doe these defendants know (each Answering for himselfe) that the said Doctor Davenant together with the said now Complaynant and the said Thomas Betterton

and William Smith did Execute Such Indenture as in the Bill of Complaynt is Sett forth to be made in the Yeare of Our Lord One thousand Six hundred and eighty three betweene themselves of the one parte and the said Lady Davenant of the other parte whereby it is Covenanted or agreed that

Five Shillings a Day Should be paid and allowed to the said Lady Davenant her Executors and Administrators dureing the Terme of eighteene Years for every Day any play Should be Acted att the said Theatre Royall and not in the Dukes Theatre in Leiw of the Damage and Losse

pretended to be susteyned by her after the said Indentures of Union and to be paid out of the receipts of the said Theatres before any dividend of the cleere profitts ariseing by Acting as in the Bill is Sett forth by these defendants are meere Strangers thereunto And if any such Agreement was Soe made

by Such Indentures these defendants have reason to beleive That the said now Complaynant and the said Doctor Davenant Thomas Betterton and Mr. Smith or Some of them had Some valluable Considerac*i*ons for their soe doeing and in perticular these defendants have beene informed that the now

Complaynant had Fifty pounds paid to him in Considerac*i*on of his entring into a Covenant for payment of the Five Shillings per diem aforesaid And these defendants have been informed that Mr Betterton continued a principall Actor under his Authority of the said United patents from the time of the said Indenture of

Union untill about Christmas One thousand Six hundred ninety and Fower being sometimes in Share and Sometimes in Sallary and that in Such last yeare of his Acting he was in Sallary and not in Share and these defendants have been alsoe informed that the said William Smith was alsoe one

of the principall Shareing Actors but that he left off Acting under the Authority of the said United patents many Years before Mr Betterton did And these defendants further Say that they beleive that bookes of Accompt have beene kept from time to time of the receipts and disbursments upon the account

of Acting under the Authority of the said United patents and in perticular Since October one thousand Six hundred ninety and three by the respective Treasurers for the time being (two of which Treasurers to witt Mr William Roberts and Mr Ralph Davenant are dead) And these defendants

Say that the Complaynant after that time came often to meetings and concerned himselfe in the management of the premisses and might as often as he pleased as these defendants beleive and he was never as these defendants know of denyed the perusall of the said Bookes of Accompt or

any of them And these defendants have beene informed and beleive that the said Five Shillings per diem was for Severall Years paid out of the receipts of the said Theatres unto Richard Midlemore Esquire & Andrew Card Esquire two other defendants in the Bill named or to one of them

or to their use and charged downe in the Day Booke amongst the incident charges and Expences, The last payment thereof (as Sett downe in the Day Booke amongst the incident Charges and Expences) being on or about the Twenty Seaventh Day of January one thousand six hundred Ninety Three on or about

which time Seaventeene pounds and Ten Shillings is therein placed downe for finite money for Seaventy dayes Acting att the Kings Theatre at Five shillings a day by Mr William Roberts the then Receiver and Treasurer of the said Theatres as these defendants have beene informed by Mr Lachary Baggs the present Treasurer, but whether *th*e

said Mr Roberts did pay the Said Seaventeene pounds & tenn shillings to the said Mr Middleton & Mr Card or to either of them or to their use these defendants each Answering for himselfe doe not know And these defendants have been informed and beleive that Since the said Twenty Seaventh of January one thousand Six hundred and

ninety Three the said five Shillings per diem hath not been placed or sett downe either in the Constant or incident charges of Acting nor hath these defendants or either of them each Answering for himselfe received or deducted the s*ai*d five Shillings per diem or any part thereof to their or either ^of their uses but these defendants remember that

Severall of their Shares of the Cleere profitts did often find fault with & complayne against the payment of the s*ai*d five shillings per diem out of the receipts of Acting declareing that they looked upon the Same as an illegall & Unjust charge & a wrong to them, in their Shares or used words to Some Such or the like effect And these defendants say That

they have beene informed and beleive that there being One hundred pounds to be divided as cleere profitts in the day Booke on or about the one and Twentyeth day of Aprill One thousand Six hundred ninety & fower there was paid fifteene pounds thereof to Mr. James Triggs for the use of the said Complaynant for his three parts of Twenty of such one hundred

pounds but whether any other Sum*m*e or Sum*m*s of money was paid to or to the use of the Complayn*an*t betweene that time & Christmas one thousand six hundred ninety and fower as cleere profitts ariseing by Acting these defendants each Answering for himselfe say they doe not know, And these defend*an*ts say that they have been informed by the s*ai*d Mr Baggs that Since

Lady Day one thousand Six hundred Ninety and five there hath been paid to Mr Daniell Golding and Mr Thomas Hoy severall Sum*m*s of money in parte of his the Complaynants Share of the s*ai*d rent of three pounds per diem payable for the s*ai*d Theatre Royall in all ammounting to Four hundred & fourteene pounds two Shillings & Six pence or thereabouts And

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these defend*an*ts say that they beleive itt is well knowne to the Complaynant that the Cleere profitts ariseing by Acting of playes & other entertainements of the Stage under the Authority of the s*ai*d United patents for severall Years before Christmas one thousand Six hundred ninety and fower did amount Yearly (reckoning one Yeare with another) to severall hundred

of pounds Yearly But these defendants beleive that Since Christmas one thousand Six hundred ninety & fower there hath not beene any dividend made of the Cleere profitts by Acting under the Authority of the s*ai*d patents But on the Contrary Since that time the receipts have not beene neare sufficient to pay all the Constant & incident

charges & expences of Acting and carrying on and manageing of the premisses And neither of these defendants each Answering for himselfe hath since Christmas one thousand six hundred and ninety fower received anything for or in respect of their Shares of the said rent of Seaven pounds per diem incurred or growne due Since that

time usually before that time paid out of the generall receipts by Acting for the s*ai*d Dukes Theatre and these defend*an*ts doe not beleive that any other of the proprietors of the s*ai*d Seaven pounds p*er* diem have or hath received any part of such seaven pounds per diem incurred or growne due Since Christmas one Thousand Six

ninety and fower afores*ai*d & they conceive a maine Cause thereof to bee by reason of another Companyes Setting up and cuting in Lincolnes Innes in opposic*i*on ^& to the manifest prejudices of the Interests under the s*ai*d United patents & thereby lessening the receipts & profitts of the Company acting under *th*e same patents And

these defend*an*ts further say that her late Majesty & Queen Mary late Consort to his late Majestye King William falling Sick in *th*e month of December one thousand six hundred & ninety fower & soone after dyeing the s*ai*d Company under the Authorityes of *th*e s*ai*d patents left of Acting on or about the Two & Twentieth Day of the same month of December And from thence

by reason of the s*ai*d late Queens death Acting was discontinued until the thirtyeth Day of March one thousand six hundred ninety & five when publick Acting begunn againe at the s*ai*d Theatre Royall by such Company of Actors and Actresses & others as these defendants together with *th*e Assistance of the Complaynant & some of the s*ai*d Adventurers

& others had gott together to Act For these defendants Say That the s*ai*d Mr Betterton together with Mrs Elizabeth Barry Anne Branegird to John Boman and many others the Cheife Actors and Actresses Singers Dancers Musitians Scene Keepers & others who had been bred up or employed under the Authority of the s*ai*d patents deserting & with

drawing themselves from or Soone after *th*e death of her s*ai*d late Ma*jes*tye from further Acting under *th*e s*ai*d pattents & meeting with Subscrip*ci*ons of great Sum*m*es of money & encouragement from diverse persons of qualitye who were desireous of two Companyes of players (as these defend*an*ts beleive) they the s*ai*d Mr Betterton Mrs Barry and others the Cheife Actors & Actresses

haveing on or about the twenty fifth day of March one thousand six hundred ninety and five obteyned a license from *th*e Right Hono*ra*ble the Earle of Dorsett & Middlesex & then Lord chamberlayne of his Ma*jes*tyes house hold for themselves & the Major parte of them their Agents & Servants to Act & represent Comedyes Tragedyes playes & all Theatricall

musicall entertainements under his s*ai*d Lordshipps governement untill further order (as by the s*ai*d License had these defed*an*ts the same to produce it would appeare) as they beleive they caused or procured a Messuage or Tenement com*m*only called *th*e Tennis Court in little Lincolnes Inne Feilds in the s*ai*d County of Midd*les*ex to be fitted up as these defend*an*ts

beleive & on or ab*ou*t the Nine and Twentyeth day of Aprill one thousand six hundred ninety & five they or some of them first begun to Act there & have ever Since continued to Act and represent playes & other performances of *th*e Stage by reason of which s*ai*d cheife Actors & others deserting as afores*ai*d & their setting up & acting in lincolnes inne feilds as afores*ai*d

these defend*an*ts beleive that the receipts of and for the companyes acting under *th*e s*ai*d patents have beene soe lessened & finall (take one time with another) that after payment and deducc*i*on out of the sum*m*e of the Sallaryes Gratuityes & Sum*m*s of money to poetts Actors Actresses Singers Dancers & for Licenceing of playes & for musick Sceenes Machins Clothes Habitts propertyes Oyle Candles

Fireing water printed Bills & to Bill setters Treasurer Office Keepers wardrobe Keepers Dressers Sceene Kepers Doorekeepers Supernumerary & other Servants the Rents for the Sceene Roomes in Vinegar Yard neare the s*ai*d Theatre Royall and other Roomes hired there repairac*i*ons of the severall Theatres & Sceene Roomes Alterac*i*ons in & about the s*ai*d Theatre Royall

& for Taxes parish dutyes & other incident charges & expences of acting debts of the Company moneys lent and advanced & expences in & about the Carrying on & management of the premisses & in support of the s*ai*d Letters patents and the Authorityes thereby granted & in defences & prosecuc*i*ons touching the premisses & Some losses by the Treasurers who are

dead without includeing therein anything for the personall trouble of these defend*an*ts or either of them in or about the premisses) and without includeing herein the s*ai*d five shillings per diem claymed by the s*ai*d Mr Card & Midlemore in liew of Finite money as afors*ai*d) the residue of such receipts as these defend*an*ts have been informed & doe beleive have not been Sufficient to pay all the

s*ai*d rent of three pounds per diem payable for the said Theatre Royall by about One thousand pounds nor to pay any part of the s*ai*d rent of seven pounds p*er* diem which before Christmas one thousand six hundred and ninety fower was usually paid or payable by the Treasurer out of the receipts and profitts by acting as these defend*an*ts have been informed

for acting dayes for *th*e s*ai*d Theatre in Dorsett Garden nor to lay out and pay moneys Sufficient for all *th*e ground rents for the s*ai*d last menc*i*oned Theatre with the appurtenences & for *th*e Sceene roomes there (the two last ground rents amounting to one hundred & forty three pounds p*er* ann*um* or thereabouts) as by the accompts of *th*e receipts & disbursments of the s*ai*d Theatres & matters

touching *th*e premisses and to which these defend*an*ts for the certainetyes thereof referr themselves And these defendants say that after the goeing off of Allexander Davenant in *th*e Bill named about October one thousand six hundred ninety & Three Mr Thomas Davenant his Brothers with Mr Betterton who had been his Assistant in the management of the premisses

were permitted to enjoy the Allowances which for sometime before had beene paid for their trouble herein & the s*ai*d now Complaynant did often meet these defend*an*ts & concerned himselfe in the management of the Affairs of Acting & approved of Mr Will*ia*m Roberts being Treasurer in the rooms of Mr Ralph Davenant who was the Treasurer at the time when

the said Alexander Davenant went away & who was removed from that employ cheifely by the meanes of the s*ai*d Complayn*an*t (as these defend*an*ts beleive) and the Complaynant Joyned with these defendants in *th*e Answ*e*r put into the Complaynt of the s*ai*d deserting Actors Exhibitted by them to the s*ai*d Lord Chamberlayne & was present at Severall

meeteings concerneing the same about severall proposalls & other papers relateing thereunto & in prosecuteing of a petic*i*on presented to his late majesty King William for recaling of the Licence granted by the s*ai*d Lord Chamberlayne as afores*ai*d But this defend*an*t ^Rich Saith that he this defend*an*t Rich laid out all or the greatest partes of the

money's in & about the concernes last menc*i*oned And these defendants say that altho there was noe acteing betweene the Two & Twentyeth of December one thousand Six hundred ninety and fower and the Thiryeth of March then next following Yett subsistance money was allowed not onely to severall Actors & others who

Stayd under the Authority of the said patents but alsoe to severall persons who were hired and entertained to Act Sing or Dance under the same to fill up the Company and moneys were Expended in & about who rehearsalls of playes & preparac*i*ons for Acting & with intent to hinder the s*ai*d deserting Actors & others from Setting

upon acting for themselves in opposic*i*on & prejudice to the said patents and the Interests under the same as these def*endan*ts beleive, and these defend*en*ts say that it being debated betweene them & the compl*aynan*t and others what was best to be done whether to carry on Acting or to desist by reason of the s*ai*d cheife Actors & others deserveing as afores*ai*d

and Setting up for themselves it was thought that if Acting were not Carryed on under the Authority of the s*ai*d patents, that the whole concerne might be lost and therefore it was resolved upon (amongst others) with the approbac*i*on of *th*e s*ai*d Compl*aynan*t as necessary for ^or towards the preservac*i*on of the intersest under the Authority of the s*ai*d letters

pattents to carry on acting with all possible vigor and for that purpose to hire and entertaine Actors & others & to endeavor to p*ro*cure the returne of all or soe many as could be of such as had deserted & to use such meanes as should be advised for *th*e recalling or Annulling of the s*ai*d Licence granted as afores*ai*d by the s*ai*d Earle of Dorsett or

to such or the like often and these def*endan*ts say that in Ord*e*r for the better carrying on of Acting accordingly The s*ai*d now Compl*anan*t together with this def*endan*t S*i*r Thomas Skipwith did nominate & appoint Mr Phillip Griffin (com*m*only called captaine Griffin) to be manager of the company of Actors under the patents & for or towards the purposes

aforesaid the said Compl*aynan*t promised to advance and bring in money's to the Treasurer of the Company according to the p*ro*portion of and in the cleere profitts by Acting & hee the s*ai*d Comp*laynan*t brought in or advanced some moneys and these defendants on their parts haveing advanced and laid out severall sum*m*s of money and the Comp*aynan*t

being called upon to bring in more moneys he declared and Agreed that he would leave his rent of fifteene shillings a day in the Treasurers hands to be used for the purpose afores*ai*d which hee said would be the Same thing as to bring in moneyes or used words to such or the like effect and the Complaynant came as often as he

pleased att meetings about the Concerne and management of the premisses and these defend*an*ts Say That they (each Answering for himselfe) have used his & their best endeavours with the Assistance of the s*ai*d Captaine Griffin & others to promote the Interest and concernes under the s*ai*d patents and for that purpose have

advanced and laid out sev*er*all considerable Sum*m*es of money & the s*ai*d Captaine Griffin continued in the s*ai*d place of manager untill in or about the month of August one thousand six hundred ninety & nine that he had occasion or made a journey to Ireland soone after which Mr Thomas Scott & Mr Robert Wilkes were employed as

managers in the stead of the said Capitains Griffin with allowances for their Trouble there is And the receipts of the s*ai*d Theatres under *th*e s*ai*d United patents from & Since the Setting up and Acting of the s*ai*d Company in Lincolnes Inne Feilds being much lessened as afores*ai*d hath been the reason as these defend*an*ts beleive why the said

rent of seaven pounds p*er* diem and the s*ai*d rent of Three pounds p*er* diem hath not beene rece*iv*ed and paid as formerly the same used to be before Christmas one thousand six hundred and ninety fower And altho since that tyme the Receipts have not been sufficient to pay the Constant & incident charges & expences of & by Acting

& in manageing the Affaires of the said Theatres & Company under the authority of the s*ai*d Patents as aforesaid Yet the s*ai*d Complayn*an*t doth violently press unto these Def*endan*ts for the Arrears of his said Rest of Fifteen Shillings p*er* diem incurred & grownded since that tyme being part of the said Rent of three pounds p*er* diem which before that tyme used to be

paid onely and of & by the Receipts by Acting as these Def*endan*ts beleive And these Def*endan*ts doe reidally deny all & all manner of Combinac*i*on & Confederacy whatsoever with all or any or either of the other defend*an*ts in the Bill name or any other person or persons whatsoever for all or any the intends and purposes in the Bill sett forth or any other

unlawfull end or purpose whatsoever without that that there is any other matter or thing clause sentence or allegac*i*on in the Comp*laynan*ts said Bill of Complaynt conteyned materiall or effectuall in the Law for them these defendants or either of them to make Answere unto & not herein & hereby Sufficiently

answered unto confessed or accepted Traversed or denyed is true to the knowledge of these defend*an*ts all 10th matter and things these defend*an*ts shall be ready to averr mainetaine and prove as this Hon*our*ble Court Shall direct and humbly pray to be hence dismissed with their reasonable Costs &

and Charges in this behalfe most wrongfully susteyned.

Ed*mund* Gibbon