plaintiff are willing to accept a Judgment of Court by confession giving the following credit viz:

Nov 16 1839	$350	as per receipt	No 5
" " "	40	" " "	6
24 "	1100	Order on Martha Wilson.	
Aug 24 1841	600	as per receipt	No 7
	200	" " "	8
Aug 24 1843	20	" " "	9
12 1844	10	" " "	10
March 30 1845	100		
April 16 1850	200	" " " "	2
Oct 15 "	100	" " " "	3
Sept 30 1851	155	" " " "	4

Which credits are inserted upon being credited upon the Judgment to avoid delay and trouble in the future and the plaintiffs have now objected to the first being entered subject only to the three latter credits because the Judgment would be more than satisfied,

George Sehley
R H Alney Attys for Pltff.

The plaintiff by his attorneys having filed a paper in said cause signed by them, in which it is stated that the plaintiff offered to admit to the Jury all the credits given therein as made anterior to as well as those subsequent to the rendition of the original Judgment to wit the 24 of November 1847 but which said credits made and given prior to the rendition of the said original Judgment were by the defendants refused and objected to which said objection was sustained by the Court, The Defendants Executors by their Attorneys claim to file their reasons for their refusal to admit said prior credits as follows.

1st Because their find being a scire facias to revive a Judgment under the plea of payment filed in the case it was competent for the Jury to find only such payments as were made since the rendition of the original Judgment and the Court had so announced,

2d Because although the anterior credits so offered by the plaintiff are correct so far as they go (there are other and large credits anterior to said original Judgment which the defendants claim and have always claimed but which the plaintiff as we find has been always unwilling to allow; and if the Jury in this case were permitted to take any of said anterior credits into consideration, without taking and allowing all claimed by the defendant their verdict might or would be regarded as concluding the defendants from asserting their right hereafter to such disputed credits before any tribunal contrary to the express entry in said original Judgment that "all credits made to appear thereon to David Nesbitt to be allowed,

3d Because in the form and under the circumstances of this case as presented to the Jury all that the Jury could find would be the payments made since the rendition of the original Judgment leaving the credits to which the original Judgment was confessed to be subject, and which have never been ascertained, to be ascertained in such mode in Law or Equity as might be found out, and by which the defendants could be saved in establishing all the

credits which said original Judgment was and is of right entitled, 4th Because under the entries made in said original Judgment the defendants had certain rights by which all credits could be shown, ascertained and allowed in the same, which the Jury and not destroyed by their verdict in this cause and which would be endangered by allowing them to ascertain a portion of their credits only and giving a verdict in this case for the residue. by which the defendants would ever thereafter be precluded from asserting or establishing their right to other credits that not allowed by them,

Nov 22 1859 D Vance Alex Wood
Attorneys for Defendants.

Here follows the Exhibits marked G mentioned and referred to in the foregoing Bill of Complaint of said Complainants to Wit

Sheriffs sale By virtue of a Writ of Fieri Facias issued out of the Circuit Court for Washington County and to me directed and for fees, at the suit of Cyrus Huston against Joshua Dotts Abraham Dotts David McKinney Terretenants of James B Dotts I have seized and taken in execution the undivided fifth parts of all the following tracts and parts of tracts of Land to Wit, all that Land called "The Chance" containing by patent one hundred and ten acres, all that tract of Land called "Hole in the Rock" containing by patent fifty eight acres, all that part of the Resimmy or part of the Mountain of Wales" that was conveyed by Thomas Worley to William Jones by deed bearing date the 3 day of March 1793 all that part of the aforesaid tract of Land that was conveyed to William Jones by Richard Barnes by deed bearing date the 11 day of April 1799 and all that tract of Land called "Addition to Chance" granted to William Jones by patent for nine acres of Land the which of the aforesaid five tracts and parts of tracts of land containing and land out for 251 acres of Land more or less, according to the description of the same to be found in the deed executed by William Jones to Abraham Dotts on the 10 day of September 1803 and which is duly recorded in Liber P folios 250. 251. 252 one of the Land Record Books of Washington County also a part of a tract of Land called the Resimmy or the Mountain of Wales" part of a tract of Land called "Black Oak Land part of a tract of Land called "Clayey Lot" and part of a tract of Land called "Addition to Chance Enlarged" containing 251 and seven eighths of an acre of Land according to the description of the same to be found in the deed executed by Matthew Van Lear to Abraham Dotts on the 11 day of June 1817 and which is duly recorded in Liber C C folios 111. 112. 113. and 114 one of the Land Record Books of Washington County, all lying and being contiguous to each other and containing five hundred and nine and seven eighths of an acre of Land of which the said James B Dotts was seized and the said Joshua Dotts Abraham Dotts and David McKinney are adjudged Terretenants as aforesaid, The improvements are a large two story dwelling House a large Switzer Barn and other necessary out Buildings.

I hereby give Notice that on Tuesday the 3 day of January