The balance as p. Contra	121..13..5.
To Interest on 121..13..5. from 31 March 1775. till the 1. July 1776.	7..12..1.
To Interest on 121..13..5. from 3 Sept. 83. till paid.	

Errors Excepted (and) signed Chris. Court & Co.

Thereupon, on motion of the said Christopher Court by his Attorney aforesaid it was ruled by the Court that the said Henry Pratt Executor as aforesaid, answer to the Declaration aforesaid of him the Christopher Court in the plea aforesaid — And the said Henry Pratt by his Attornies aforesaid further defended the force and injury, when and wherefore, and prayed leave of the Court to imparle untill the next Term, and he had it, The same day was given to the said Christopher Court, then &c —

At which said next Term, to wit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety seven came again into Court the parties aforesaid by their Attornies aforesaid; And the said Henry Pratt by his Attorneys aforesaid further defends the force and injury when &c, and saith, that the said Christopher Crisp Routh did not assume upon himself in manner & form as the said Court above against him hath declared, and of this he puts himself on his Country &c — And the said Court comes and doth the same &c — And the said Henry by the leave of the Court first had, according to the form of the Statute in such case made and provided further comes by his said Attorney and defends the force and injury when &c, and saith that the said Court his action thereof against him the said Henry to have and maintain ought not, because he saith that the said Christopher Crisp Routh did not assume upon himself at any time within three years before the impetration of the Original Writ of him the said Court in manner and form as the said Court above against the said Henry Pratt declared and this he is ready to verify: Wherefore he prays Judgment if the said Court his action aforesaid thereof against him to have or maintain ought &c —

Thereupon, on motion of the said Henry Pratt by his Attorney aforesaid it was ruled by the Court that the said Christopher Court reply to the answer aforesaid of him the said Henry Pratt in the plea aforesaid by the second Tuesday of April then next following; The same day was given to the said Henry Pratt, then &c —

At which said second Tuesday of April in the year of our Lord one thousand seven hundred and ninety eight, came again into Court the parties aforesaid by their Attornies aforesaid — And the said Christopher Court by his Attorney aforesaid as to the first plea of the said Henry Pratt puts himself upon the Country in like manner &c — And the said Christopher Court, as to the second plea of the said Henry Pratt saith, that for any thing above alledged by the said Henry Pratt in the same plea, he ought not to be precluded from having or maintaining his action aforesaid thereof against him the said Henry Pratt, because he saith that he

the said Christopher Court at the time of the said Christopher Crisp Routh, his making the premises and Assumptions &c in the Declaration &c mentioned, and for a long time before, was, and ever since hath been, and yet is, an Inhabitant of the City of London in the Kingdom of Great Britain, beyond the Seas, and resident there; wherefore he prays Judgment, and his Damages by occasion of the premises to him be adjudged &c — Thereupon, on motion of the said Christopher Court by his Attorney aforesaid, it was ruled by the Court that the said Henry Pratt, reply to the Replication aforesaid of him the said Christopher Court in the plea aforesaid — And the said Henry Pratt by his Attorney aforesaid further defended the force and injury when &c, and prayed leave of the Court to imparle untill the next Term, and he had it, The same day was given to the Christopher Court then, &c. —

At which said next Term, to wit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety eight, came again into Court the parties aforesaid by their Attornies aforesaid — Thereupon further process was had upon the premises aforesaid between the parties aforesaid, with consent of the said Parties by their Attornies aforesaid, and by order of the Court thereon was continued untill the second Tuesday of April then next following. — At which said second Tuesday of April in the year of our Lord one thousand seven hundred and ninety nine, came again into Court the parties aforesaid by their Attornies aforesaid: And the said Henry Pratt, as to the Replication of the said Court, saith, that for any thing above alledged by the said Court in the same Replication he ought not to have or maintain his said action thereof against him because he says that a certain Joseph Court, and Thomas Eden were Copartners of the House of Christopher Court & Company and that the said Joseph Court and Thomas Eden were in the State of Maryland long since the said promises and Assumptions &c are alledged to have been made, and more than three years next before the impetration of the Original Writ of the said Christopher Court, in this cause impetrated, and this he is ready to verify; wherefore he prays Judgment if the said Christopher Court his action aforesaid thereof against him to have or maintain ought and &c. — Thereupon it was ruled by the Court on motion of the said Henry Pratt by his Attorney aforesaid that the said Christopher Court sur-rejoin to the rejoinder aforesaid of him the said Henry Pratt in the plea aforesaid by the Second Tuesday of September then next following; The same day was given to the said Henry Pratt, then, &c. —

And now here, at this day, to wit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety eight, comes again into Court the parties aforesaid by their Attornies aforesaid, And the said Christopher Court by his Attorney aforesaid saith, that the plea of the said Henry Pratt above in rejoining pleaded and the matter in the same contained are not sufficient in