June in the year One thousand six hundred and Seventy seven, no action shall be brought upon any Contract or sale of Lands, Tenements, Hereditaments or any Interest in or Concerning the same, unless the agreement upon which such action shall be brought or some memorandum or Note thereof shall be in writing, Signed by the party to be charged therewith, or some other person by him thereunto lawfully authorized: And the said William Goldsborough further saith that the said Archibald Mercieff, and the said Charles Cookshanks in the Writ and Declaration aforesaid, have brought their actions aforesaid upon a Contract and sale of Lands, Tenements and Hereditaments; and that there never was any agreement, touching such Contract and sale, in writing, nor any Memorandum or note thereof, signed by him the said William Goldsborough, nor by any other person by him thereunto lawfully authorized: And this the said William Goldsborough is ready to Verify: Wherefore he prays Judgment whether the said Archibald Mercieff his action aforesaid thereof against him to have or maintain ought &c. And thereupon on motion of the said William Goldsborough by his Attorney aforesaid, that the said Archibald Mercieff reply to the answer &c. of him the said William Goldsborough in the plea &c. by Twelve of the Clock on Friday the Fifteenth Instant the same day was given to the said William Goldsborough then &c. And now at twelve of the Clock on Friday the Fifteenth day of September in the year of our Lord one thousand Seven hundred and ninety six Came again into Court the parties aforesaid by their attorneys aforesaid; And as to the first plea aforesaid by the said William pleaded the said Archibald comes and doth in like manner &c. And as to the second plea aforesaid by the said William pleaded as above the said Archibald saith that he ought not to be precluded by any thing therein contained from having and maintaining his action aforesaid thereof against him, because he saith that there is a memorandum of such sale and Contract in writing signed by him the said William Goldsborough bearing date at the County aforesaid, and of this the said Archibald prays may be inquired of by the Country &c. And the said William Goldsborough likewise &c. therefore to try the Issue aforesaid above joined between the parties, let a Jury thereon appear before the General Court on the Second Tuesday of September next by whom &c. and who neither &c. to recognize &c. because as well &c. the same day was given to the parties aforesaid there and thereof &c. At which said Second Tuesday of September in the year of our Lord one thousand Seven hundred and ninety six Came again into Court the parties aforesaid by their Attorney aforesaid, And the said Archibald

Mercieff by his Attorney aforesaid offered himself ready for trial in the plea aforesaid; thereupon the said William Goldsborough by his Attorney, Suggested to the Court, that he could not safely proceed there to the trial of this cause Therefore it was Considered by the Court that the said Archibald Mercieff recover against the said William Goldsborough the quantity of one hundred and Seven pounds of Tobacco for his Costs and charges by him sustained about his suit in this behalf since the last Continuance of the plea aforesaid; and thereupon leave of the Court further process of and upon the premises aforesaid, between the parties aforesaid, was Continued unto the Second Tuesday of April then next following; At which said Second Tuesday of April in the year of Our Lord Seventeen hundred and ninety seven Came again into Court the parties aforesaid by their attorneys aforesaid, And thereupon the said William Goldsborough by his Attorneys aforesaid, Suggested to the Court, that a material, competent and proper Witness for him, in the trial of this cause was beyond sea; without whose Testimony he could not safely proceed to the trial thereof, and therefore prayed a further day might be given him for the trial thereof; Thereupon further process of and upon the premises aforesaid, between the parties aforesaid was continued untill the Second Tuesday of September then next following, At which said 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 attorneys aforesaid, And the said William Goldsborough by his Attorney aforesaid, offered himself ready for trial in the plea aforesaid, thereupon the said Archibald Mercieff by his Attorney aforesaid Suggested to the Court that he could not then safely proceed to the trial of this cause Therefore it was Considered by the Court, that the said William Goldsborough recover of the said Archibald Mercieff the quantity of Eighteen hundred and eighty five pounds of Tobacco for his Costs and Charges by him sustained about his Suit in this behalf since the last Continuance of the plea aforesaid; And the said Archibald Mercieff by his Attorney aforesaid prayed leave of the Court, according to the form of the Act of Assembly in such case made and provided, to amend his Declaration aforesaid, and Declare anew against the said William Goldsborough in the plea aforesaid, and it was granted him; Thereupon further process of and upon the premises aforesaid between the parties aforesaid 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 eight Came again into Court the parties aforesaid by their attorneys aforesaid, And the said Archibald