

10. *Form of Postea, on a verdict finding a balance in favor of a defendant, on a plea of set-off, and on other pleas.*

Afterwards, on the day of , A. D.,
(*the commission day of the Assizes,*) before the
Honorable , one of the Justices assigned to
take the assizes in and for the within county, (or
united counties) come the parties within mentioned
by their respective attorneys within mentioned, and a
jury of the said county (or 'united counties') being
summoned, also come, who being sworn to try the
matters in question between the said parties, upon
their oath say, (*if non assumpsit was the first plea*)
as to the first issue within joined, that the defendant
did not promise as within alleged (*or if the first plea*
was, that he never was indebted say "that the defen-
dant never was indebted as within alleged.") And
as to the second issue within joined, the Jurors afore-
said, upon their oath aforesaid, say that the plaintiff
was, and is indebted to the defendant as within
alleged, in an amount greater than the plaintiffs
claim in the declaration within alleged; and they
further say, that the balance due from the plaintiffs
to the defendants, upon the matters contained in the
said declaration, and the said second plea, amounts
to £ . Therefore, &c.

11. *Form of Judgment for Defendant thereon.*

(*Proceed in the usual form to the end of the Postea,*
and then thus): Therefore, it is considered that the
plaintiff do take nothing by his said writ, but that
the defendant do recover against the plaintiff the sum
of £ , in form aforesaid, found to be due from
the plaintiff to the defendant, together with £ ,
for his costs of defence—amounting in the whole to
£ .

(*In the margin of the roll opposite the words*
"Therefore it is considered" write "Judgment
signed the day of , A D.