

& faithfully promise well & truly to repay & satisfie unto th<sup>e</sup> s<sup>d</sup> Adam six shillings of like money at or before Easter then next followinge, Yett th<sup>e</sup> s<sup>d</sup> Thomas his promise & Assumption afores<sup>d</sup> little regarding but plotting & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Adam to deceive of th<sup>e</sup> afores<sup>d</sup> six shillings, Although often required by th<sup>e</sup> s<sup>d</sup> Adam, hath not as yett paid nor in any manner of wise given Content, but hath vilified & ill intreated th<sup>e</sup> s<sup>d</sup> Adam, whereupon hee brings his suite & saith hee is damnified foure hundred pounds of tobacco. Liber F

And th<sup>e</sup> s<sup>d</sup> Thomas Bradley defend<sup>t</sup> by Samuell Cressey his Atturney Comes & defends th<sup>e</sup> force & injury when &c, & saith that th<sup>e</sup> s<sup>d</sup> Adam ought not to have his action against, for th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Thomas ever was & now is ready to satisfie th<sup>e</sup> s<sup>d</sup> Adam th<sup>e</sup> sume within mentioned, & of this hee prayes judgement

John Posie sworne & Examined in open Court saith that hee [p. 34] proferred him th<sup>e</sup> s<sup>d</sup> Adam satisfaction for th<sup>e</sup> s<sup>d</sup> six shillings in tobacco what in reason hee Could demand & further saith not.

Whereupon th<sup>e</sup> s<sup>d</sup> Thomas makes tender of th<sup>e</sup> s<sup>d</sup> Money in open Court And thereupon th<sup>e</sup> s<sup>d</sup> Thomas Bradley Defendant obtained a nonsuite with Cost of suite p order of Court

Bill of Costs

To Atturneyes Fees.....	200 <sup>th</sup>
To John Posie on day.....	030
To th <sup>e</sup> sherife for arrest & two subpaena's.....	055
	285

In a Cause depending betweene John Wood plaintife & Thomas Witter Defendant Thomas Witter was Attached to Answer John Wood of a plea th<sup>t</sup> hee render unto him foure hundred pounds of tobacco which hee oweth & unjustly deteineth.

And the s<sup>d</sup> John (by John Jones his Atturney) saith, that whereas th<sup>e</sup> s<sup>d</sup> Thomas by his certaine writeinge obligatory under his hand & seale Dated th<sup>e</sup> 14<sup>th</sup> of March 1672/3 Did acknowledge himselfe to owe & stand indebted unto th<sup>e</sup> s<sup>d</sup> John th<sup>e</sup> sume of foure hundred pounds of good sound Merchantable tobacco & Caske to be paid to th<sup>e</sup> s<sup>d</sup> John his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes at or upon th<sup>e</sup> tenth day of Octob<sup>r</sup> then next ensueinge, as by th<sup>e</sup> s<sup>d</sup> wryteing here ready to be produced in Court more at large it may appeare, yett th<sup>e</sup> afores<sup>d</sup> Thomas though thereto required hath refused & still doth refuse to pay th<sup>e</sup> same to th<sup>e</sup> s<sup>d</sup> John whereupon hee saith hee is damnified & is th<sup>e</sup> worse Eight hundred pounds of tobacco & brings his suite

Whereupon th<sup>e</sup> plaintife produces this s<sup>d</sup> writeing obligatory March th<sup>e</sup> 14<sup>th</sup> (1672/3)

Know all men by these presents that I Thomas Witter of Charles