

in a Quantity of Tob^o but hou [sic] much the Def^t Does not know for w^{ch} the Compl^t Sued the S^d Brewerton to the best of this Def^t's remembrance to March Somersett County Court Seventeen hundred eighteen and Nineteen in Two Seperate Actions One at his own Suit and the Other at the Suit of Co^s Whittington to W^{ch} Last Debt the Compl^t had an Assignm^t as this Def^t hath been told and believes at W^{ch} Time Tob^o was valuable in Said County that on the 25th Day of Feb^ry immediatly Preceeding the Said March Court the S^d Brewerton Came to this Def^t Desiring that he would lett him have Seven Thousand Pounds of Tob^o to Discharge his Debt to the S^d Compl^t and that he the S^d Brewerton would make over to this Def^t a part of Tract of Land Called Smiths Adventure in Satisfaction thereof to w^{ch} this Defendant replied that he Could not Serve him having Already disposed of What Tob^o he had that year but at the Same Time advised the Said Brewerton to make over his land to the Complainant for the payment of the Said tobacco to which the Said Brewerton made [756] Answer that he would rot in prison before the Complainant Caldwell Should have a foot of his land for that he Intended to ruin him the Said Brewerton This Defendant further Saith that on the Same twenty fifth day of February the Complainant came to the Defendants house Desiring to know if this Defendant would pay the Said tobacco to him the Complainant for the Said Brewerton that this Defendant then told the Complainant that he could not do it that year and Write a note Signifying the Same and Sent it by the Complainant to be delivered to the said Brewerton, That this Defendant believes by the Method of the Said Complainants proceeding Necessity did not Constrain to Sue the Said Brewerton nor was the Compl^t in Danger of loosing his Debt for that this Defendant would have been bound for the payment of it the next year This Def^t further Sayth that at the request of the said Brewerton he became Special Bail to the Said two Original actions and that if the Complainant had Pursued the usual Process on the Said Judgments he could have recovered his Damage and Cost of the said Brewerton or of this Defendant his Security That in August 1719 the Complainant recovered final Judgments in three actions Commenced agt the Said Brewerton and that at November Court thereafter Brewerton in behalf of himself and of this Defendant his Security tendered to the Complainant this Defendants order on the Sherriff for his Damages and Costs recovered on Each of the s^d Judgm^{ts} This Defendant denyes any Combination with the Said Brewerton to defeat the Complainant of his Debt and Costs recovered as afd or to Defeat any other person, The defendant believes and hath heard that the Complainant transmitted the record of the Judgments afd to the Provincial Court and that he had Judgment thereon in the Said Provincial Court but what the Cost thereof is the Defendant does not know the Amount that it is true as Set forth in the Complainants Bill that he took out his Execution by Elegit which he had no occasion to do for that he knew this defendant had promised to pay the Damages and Costs on