

Being so Order is as appears upon Record Lib A. 38. folio (73). This is Lopt. Br. viz. John. Wall led the Court, that if these worshipps would please to pass the forsd Order, that if broke, it should be of some heavy fine or other punishment, as the Court should think most agt the party offending, then as the Court would take no advantage agt the sd Court. but the judge of the Court answered, that they could not make any such Order, only what was past already.

William. Willmott Mor. p<sup>te</sup>  
a<sup>gt</sup>.  
George. Howard & Walter Lard of the  
Ct of Cash will & L<sup>ts</sup> of G<sup>o</sup>. Howard

The sd Laws being called appeared, and denied the Ex<sup>co</sup> m<sup>o</sup> d<sup>o</sup> which was all that passed at that time

William: Brewton. p<sup>te</sup>.  
a<sup>gt</sup>.  
Walter: Lodge & Fran<sup>is</sup>: Martin d<sup>ts</sup>

B<sup>o</sup>: Road  
Somerset County W. Walter Lodge of the County Chyrurgeon and Fran<sup>is</sup> Martin of the same County Blazer, were attached to answer unto William Brewton of the same County high Sheriff in a plea by the/under fourteen thousand pounds of lobace and Cash which to him they owe and unjustly do lein. And whereupon the p<sup>te</sup> by Col<sup>o</sup>r sent his attorney comes and says that upon the fourth day of March du<sup>o</sup> 1689. the said Walter Lodge and Fran<sup>is</sup> Martin d<sup>ts</sup> did acknowledge and confess them selves to be firmly and justly indebted unto the p<sup>te</sup> in the full and just sum of fourteen thousand pound of good sound Merchants lobace in Cash payable to the said p<sup>te</sup> his heirs, Ex<sup>co</sup> m<sup>o</sup> d<sup>o</sup> or lawfull attorney, as appears more fully by a certain instrument under the hands and seals of them the said defaults of the date above specified which is here in Court produced where in the said defaults, did give the influence, or sithem of them their heirs or Ex<sup>co</sup> m<sup>o</sup> d<sup>o</sup> for the whole joynt and severally for the true payment of the said sum of 14000<sup>l</sup>. of lobace. The Condition of the sd instrument being such that if the said Walter Lodge did make his appearance before the Justices of the County Court to be holden upon the second Tuesday of the above sd instant month of March and there to answer unto John Loader in a plea that he under unto the said Loader six thousand eight hundred and forty four pounds of lobace, which to the said Loader he owte and unjustly do lein, yet notwithstanding of the sd instrument the Condition of the same is altogether broken, and so the said 14000<sup>l</sup>. of lobace become due, as if the said defaults in the said sum wte out a Condition in as much as the said Lodge and Martin the Bond have forfeited by the manifest breach of the sd Condition which was the appearance of the sd Lodge to answer on the second Tuesday in March which is not complied with according to the tenour of the sd Bond or Instrument, which said sum the p<sup>te</sup> prays judgment for by the said suits.

John: Loader  
John: Loader  
John: Loader

William: Brewton p<sup>te</sup>  
Walter: Lodge & Fran<sup>is</sup>: Martin d<sup>ts</sup>

And the d<sup>ts</sup> by Edward Jones their attorney comes and defends the forsd injury, and saith that the p<sup>te</sup> action is dead in Law. And further saith that W. Richard Harwell the attorney of the John Loader, did draw Bonds of Arbitration, with Walter Lodge to arbitrate the difference in the said suit, as will appear by the record in Court, and thereupon put themselves upon the Court of Edward Jones.