

630
 It Comy for the Ball^{ts} of Arron^{ts} for goods and Merchandises
 sold and to the D^{ts} James by the D^{ts} Plaintiff delivered in recon-
 dition whereof the D^{ts} James upon himself assumed and to
 the D^{ts} Plaintiff faithfully promised that he the D^{ts} James the
 D^{ts} sum of 1585 Tobacco unto the D^{ts} Plaintiff would well
 and truly pay when therunto required Y^t Nevertheless
 the D^{ts} James the said sum of 1585 of Tobacco according
 to his promise and Assumption to the D^{ts} Plaintiff he hath
 not paid altho he the D^{ts} James by them the D^{ts} Plaintiff to do
 the same on the 10th day of June Anno Dom 1696 at
 Westor River in the County within the Jurisdiction of this
 Court hath therunto often required but the same to pay he
 hath denied and refused to the damage of the said Plaintiff
 three thousand pounds of Tobacco and therupon they
 bring this suit

Item they aver that they pray the D^{ts} Plaintiff
 to recover the same

And the Defend^t by Samuel Withers his Attorneys
 and defend^t the force and injury whereof and pleads
 the benefit of a certain Act of Assembly intitled an
 Act of limitation for Actions for a recovery of suits at Law

And the Court considering that the Action brought did
 not lie within the limitation of the said Act Judgment is
 awarded for the same

Wherefore it is considered by this Court that the Plaintiff
 do recover from the Defend^t James Boyett as well the
 aforesaid sum of fifteen hundred eighty five pounds
 of Tobacco as also the sum of

From any former continuance
 Simon Wilmer

John Ellis pl^t
 et
 Thomas Wood etc } Gros Jur. Cas. Ad. 200