

When the said Sarah Daniel and John for a certain Water-
mill with the appurtenances therunto belonging and a Planta-
tion, sold unto him the sd Hugh by them the sd Sarah Daniel
and John Inconsideration whereof the sd Hugh upon him-
self Assumed and to the sd Sarah Daniel and John faith-
fully promised that he the sd Hugh the sd sum of 10000
of Tobacco or the value thereof in Wheat and Indian Corn
at the rate aforesaid unto the sd Sarah Daniel and John
would well and truly pay when therunto required Yet
nevertheless the sd Hugh his promise and Assumption of so
little regarding but looking and intending them the sd
Sarah Daniel and John readily to receive the sd sum of
10000 of Tobacco or the value thereof as aforesaid he hath
not paid altho often demanded but the said to pay he
hath denied and refused and still doth deny and refuse to
the damage of them the sd Sarah Daniel and John the
sum of Eight Thousand pounds of Tobacco besides
the matter in hand and thereupon they bring this suit.

Hemfroy of p^{re} p^{re} 4c: in: Dec Rich Roe

Sarah Daniel
and John Daniel

Hugh Marsh

And the sd Defend: by Nicholas Earle
his att^y: comes and defends the force and
Injury whereof: and for Place saith that the sd p^{er} the sd
Arson aforesaid by him the sd Defend: he ought not to have
and maintained for that the sd Defend: by Nicholas Earle saith
that at the time of the sd p^{er} purchasing his Mas^{ty}: Will by
the sd Defend: the sd Defend: was not indebted to the sd p^{er}
the sum of Eight Thousand pounds of Tobacco as in the sd
p^{er} declaration is set forth and of this he puts himself
upon the Country

Earle & Def

And the p^{er} in like manner Hemfroy

Command