

Novem. 1701

Defend his majesties Justices att the next Court to be holden for said County to answer unto Nathan Comogys of a plea of Trespass upon the Case. The which next Court being an Adjourned Court untill the fourth Tuesday of Sep. following all actions were continued untill the said time and

All which next Court viz. the 23. day of Sep. Anno Dom. 1701 The day of the said writt according to Adjournment came Elias King high Sher. of said County made return thereof in these words viz. capi cor-pus of Elias King Sher. On which day the said Defend. by Michael Bar. Chis atty Appoind. prayd thereof to Implead untill the next Court which was granted unto him the same day was given the plaintiff also a

And now here at this day viz. the 27. day of Novem. Anno Dom. 1701 came as well the said Defend. by his said Atty as also the said Plaintiff by Richard Marklin his attorney the said Cause standing for Tryall the said Plaintiff Doctor Kent. vs. Hugh Marsh of said County stands Attached to answer unto Nath.

Comogys of a plea of Trespass upon the Case. And whereupon the said Nathan. by Richard Marklin his atty complained

that whereas the Eighteenth day of Jan. Anno Dom. 1700 at Chester River in said County within the jurisdiction of this Court a certain communication was had and moved between the said Hugh Marsh and the said Nathan Comogys of concerning a certain gun belonging and appertaining to the said Nathan. upon which said communication the said Hugh Marsh there in consideration that the said Nathan. at the said Instance request of the said Hugh Marsh would deliver unto the said Hugh Marsh the said gun being a proper gun of the said Nathan. did upon his oath of Assure and unto the said Nathan. there faithfully promise that he the said Hugh Marsh when thereunto afterwarde by the said Nathan. reasonably required would well & faithfully paye doluer unto the said Nathan. two hundred well fixed Stock Lock, according to the concord agreement betwixt the said Hugh Marsh and the said Nathan. in fact such that the said Nathan. trusting to the said promise of the said Hugh Marsh on the 1. day of Jan. Anno Dom. 1700 at Chester River did within the jurisdiction of the said Court deliver unto the said Hugh Marsh the said gun being a proper gun belonging and appertaining to the said Nathan. yet the said Hugh Marsh little regarding his promise of Assumption did but stalling fraudulently intending the said Nathan. in that behalf craftily & slyly to do some fraud & the said gun well fixed Stock Lock according to the said promise & agreement to the said Nathan. he the said Hugh Marsh hath not as paid nor delivered nor in any manner for the same hath been given content altho the said Nathan. required in a fraudulent manner by which the said Nathan. hath been deprived of whereupon the said Nathan. hath lost the said gun by hunting & following might have had gained if the said Hugh Marsh his promise of Assumption had been performed in fact that he did damaged & damage hath lost the value of two thousand pounds of Gold. and thereupon he brings this Suit against the said Hugh Marsh Non assumpsit modo forma de patriam & Car. & Def. Nathan Comogys And the said Plaintiff in the manner Marklin q. 1. & 2.

But notwithstanding of the said being so as the said Defend. by his said atty suffered judg. to goe at him without making any further Defend.