

Command was given to the Sheriff of Kent County by 29 day of Novem. Anno Dom. 1700 also  
the 10th day of Feb. by showing that the said Emanuel Cleave of Kent County -  
if found in his bailiwick should keep the said James Williams of  
Justices at the next Court Enjoining for said County to answer unto James Williams of  
a plea of Trespass upon the case -  
all which next Court viz. 11th day of Feb. 1700 day of return of the first writ  
according to adjournment came Elias King Sheriff of said County and made return

likewise came the said Elias King Sheriff of said County made return of said second  
writ by 25 day of March Anno Dom. 1701 day of return of said second writ viz.

On which said day the said Defendant by Michael Galle his Att. appeared and prayed  
that he might be imparled until the next Court which was granted him the same day was given  
to stand likewise -

The which cause was cont. from Court to Court until this present Court and now here at this day  
viz. 28 day of Novem. Anno Dom. 1701 came as well the said Defendant by his said  
att. as also the said Plaintiff by Richard Marklin his att. and the said cause standing for  
the said Plaintiff to answer unto James Williams of  
Kent by Emanuel Cleave of Kent County stands attached to answer unto James Williams of  
a plea of Trespass upon the case -

And whereupon the said James by Richard Marklin his att. sheweth that whereas by 29 day of  
April Anno Dom. 1700 in Kent County within the jurisdiction of this Court a certain com-  
munication was had and made between the said Emanuel Cleave and a certain Richard Gill of  
concerning the sale of a certain Mare and upon the emanation of the said Mare had  
between the said Emanuel Cleave and the said Richard Gill that in consideration  
upon the said Emanuel Cleave and the said Richard Gill that in consideration  
that the said Emanuel Cleave would well & faithfully pay unto the said James the sum of  
four hundred pounds of the said when the same afterwards required that then the said  
Richard Gill would sell and deliver unto him the said Emanuel Cleave a certain mare and  
pertaining and belonging to the said Richard Gill and the said James in full faith that  
the said Richard Gill trusting to the said promise of the said Emanuel Cleave for the sum of  
the said 400 £. unto the said James, he the said Richard Gill did sell and deliver unto  
the said Emanuel Cleave the said Mare and the said further in full faith that the said  
said promise and assumption of the said Emanuel Cleave he did honorably and acquit the said  
Richard Gill from the said sum of 400 £. due from the said Richard Gill to him the said  
James and did take and accept of the said Emanuel Cleave for payment of the said sum of  
£. In consideration whereof the said Emanuel Cleave upon himself & assigns and unto the  
said James then & there faithfully promised that he the said Emanuel Cleave & the said  
sum of 400 £. of the said James when the same afterwards required would well & truly  
well & pay the said sum of 400 £. unto the said James his promise & assumption and alls regarding but  
nothing contriving or fraudulently designing him the said James in that behalf craftily & seditiously  
to demand or recover of the said sum of four hundred pounds of the said James  
according to his said promise and assumption he hath not paid although often demanded but  
the said James to pay hath done and refused and still doth some refuse & unjustly restrained to  
damages of the said James 800 £. and thereupon he brings his suit  
Marklin att. for the said Richard Gill