

1000 of Merchantable leaf Tobacco for (like) value by the afd Nathaniel
of the afd James before that time had and received and being so
indebted the afd Nathaniel afterwards by the afd twenty sixth day
of December in the year afd at Kent County afd within the jurisdiction
of this Court in consideration thereof upon himselfe assumed and
to the Said James then and there (last said) faithfully promised
that he the Said Nathaniel the afd five hundred pounds of 100
unto the Said James when therunto afterwards required would
well & truly pay & Content yet the afd Nathaniel this promise
and Assumption afd little minding but fraudulently intending
the Said James in that behalf to discover & defraud the afd
five hundred pounds of Tobacco to the Said James altho afd
by the second day of January in the year afd he was in the City
of Jurisdiction afd thereto required hath not paid nor made
Content therefore but yf same to pay or Content the Said Nathaniel
hitherto hath denied and yet done to the damage of the Said
James one thousand pounds of Tobacco and thereupon he
brings Suite to John Johnson Esq. for de. In the said
AND the afd p. by his afd atty prays that the Deft afd may
to his Deft afd also. AND the afd Deft by Thomas
Bourne his atty Comes and saith that he did not assume upon
himselfe in manner and forme as yf afd James above ag. him
hath declared and of this he puts himselfe upon y Country

AND now Comes into Court the afd Deft by his afd atty and
with draws the plea afd. AND saith that the Deft afd hath not
given him any instructions concerning the afd whereby he
is wholly ignorant of the same. At which the afd p. may still
remain against the afd Deft without do some other
ordered by the Court here viz. this twenty second day of March
Anno Domini one thousand seven hundred and fifteen that