

June Court 1717

Trespass upon the Case. And that he have then and there the said writ & all which said next Court viz. the eighteenth day of June Anno Domini one Thousand Seven hundred and Seventeen the day of return of said writ came William Frisby Gent. high Sheriff of said County and made return thereof in these words thereon endorsed as follows viz. Capi Capus & Frisby Sheriff And a declaration being filed ~~which is to be~~ ~~in~~ ~~the~~ ~~County~~ ~~of~~ ~~Kent~~ ~~County~~ ~~plaster~~ was attached to Enforce unto Edward Sutt of a plea of Trespass upon the Case And whereupon the ap^{pt} by Thomas Boyne his attorney Complainis that whereas the ap^{pt} the fourth day of January Anno Domini Seventeen hundred and Sixteen at Kent County and within the Jurisdiction of this Court in Consideration that the ap^{pt} at the Special Instance and request of the ap^{pt} had then and there sold and delivered to the said Deft^r to the proper use and behoofs of the ap^{pt} of Goods and Merchandises in an Acc^t. hereto Annexed amounting to Six hundred and Tenn pounds of Merchantable Tobacco upon himself assumed and to the said p^{tr} then and there faithfully promised that if said Deft^r the ap^{pt} Six hundred and Tenn pounds of Tobacco to the said p^{tr} when thereunto required would well and truly pay and Content and that whereas also the ap^{pt} Deft^r afterwards viz. the day and year ap^d at Kent ~~at~~ the County and Jurisdiction ap^d in Consideration that the ap^{pt} at the like Special Instance and request of the ap^{pt} had then and there last mentioned sold and delivered to the said Deft^r to the proper use of the said Deft^r the divers wares & Merchandises in Account hereunto Annexed Specifically Set forth upon himself assumed and to the said p^{tr} then and there last mentioned faithfully promised that he the said Deft^r so much Merchantable Tobacco as if ap^d last mentioned Goods & Merchandises sold and delivered as ap^d were at the time of the sale and delivery thereof at Reasonable rates and prices worth and amounted to unto the said p^{tr}. when thereunto required would well and truly pay and Content and the ap^{pt} p^{tr} in deed saith that the ap^{pt} last mentioned Goods & Merchandises sold and delivered as ap^d at the time of the sale and delivery thereof at Reasonable Rates and prices were worth and amounted to the sum of Six hundred & Tenn pounds of Merchantable Tobacco in the Manner as in the said Acc^t Set forth of which the said Deft^r then and there last mentioned had Notice Nevertheless the ap^{pt} Deft^r his several promises and assumptions ap^d little minding but fraudulently intending the said p^{tr} in that behalf to deceive and defraud the ap^{pt} several Sums of Tobacco in the whole amounting to Twelve hundred and twenty pounds of Merchantable Tobacco to the said p^{tr} altho' afterwards viz. the twelfth day of January and often after in the year ap^d in the County ap^d in the ap^{pt} Jurisdiction he was by the said p^{tr}. thereunto required hath not paid nor made Content for the same but that to pay or Content the said Deft^r hitherto hath denied and yet denies