Goods and Merchandises at the Severall rates and prices in an Acc.t
hereunto annexed Specifiedly Set forth which in the whole amounts
unto the Summe of Six Hundred and thirty Seven pounds of Merchantable
Tobacco upon himselfe assumed and to the Said Pltff Then and there
Faithfully promised that he the Said Deft the aforesaid Summe of Six hundred
and thirty Seven pounds of Merchantable Tobacco unto the
Said Pltff when thereunto required would well and truly pay and
Content And that Whereas also the aforesaid Deft afterwards Viz the
aforesaid fourth day of December in the Year aforesaid at the parish County and
Jurisdiction aforesaid In Consideration that the aforesaid Pltff at the like
Speciall Instance and request of the aforesaid Deft had then and
there Last mentioned Sold and delivered unto the aforesaid Deft
and to the proper use and behoofe of the aforesaid Deft divers Goods
and Merchandises as in the Said Acc.t Set forth upon himselfe
assumed and to the Said Pltff then and there Last mentioned
Faithfully promised that he Said Deft So much Merchantable
Tobacco as the aforesaid Last mentioned Goods and Merchandises
Sold and delivered as Last Said at the time of the Sale and
delivery thereof at Reasonable rates and prices were worth and
amounted to unto the Said Pltff when thereunto required would
well and truly pay and Content And the aforesaid Pltff further Said
that the aforesaid Last mentioned goods and Merchandises Sold and
delivered as Last Said at the time of the Sale and delivery thereof
at reasonable rates and prices were worth and Amounted unto
the Summe of Six hundred and thirty Seven pounds of Merchantable
Tobacco in manner and forme as in the Said Acc.t Set forth
of which the Said Deft then & there Last mentioned had Notice
Nevertheless the aforesaid Deft his Severall promises and assumptions
aforesaid in form aforesaid made little minding but fraudulently intending
the Said Pltff in that behalfe to deceive and defraud the
aforesaid Summes of Tobacco in the whole amounting unto
the Summe of Twelve hundred and Seventy four pounds of Mer-
chantable Tobacco to the Said Pltff at the aforesaid Viz.t the
Second day of February in the Year aforesaid and diverse other times after at the
parish County & Jurisdiction aforesaid was thereunto required hath
not paid nor made Content for the Same but that to pay or
Content the Said Deft hitherto hath denied and Still doth denie to
the damage of him the Said Pltff Thirteen hundred pounds of like Tob.co