

August Court 1718

Lord Civil one thousand seven hundred and Seventeen at S. Pauls parish in Kent County
 within the Jurisdiction of this Court In Consideration that the ap^d p^t at the like Special
 Instance and request of the ap^d Deft had then and there last mentioned sold and
 delivered unto the ap^d Deft and to the proper use and behoofe of the ap^d Deft
 by the hands of a certain John Magnomer Eight Bushells of Merchantable Wheat
 & seven Bushells of Merchantable Indian Corn in an Auo. hereto annexed Sett
 forth upon himselfe assumed and to the said p^t then and there last mention
 ed faithfully promised that he the said Deft. so much Merchantable Tobacco as the
 ap^d last mentioned Eight Bushells of Merchantable Wheat and seven Bushells of
 Merchantable Indian Corn at the time of the Sale and delivery thereof at
 Reasonable Rates and prices were worth and amounted to unto the said p^t
 when thereunto required would well and truly pay Content and the ap^d p^t indeed said
 that the ap^d last mentioned Eight Bushells of Merchantable Wheat and seven Bushells
 of Merchantable Indian Corn sold and delivered as last said at the time of the Sale and
 delivery thereof Reasonable Rates and prices were worth and amounted unto the Summe
 of five hundred and twenty pounds of Merchantable Tobacco in Manner as in the
 said Auo. Sett forth of which the said Deft then and there last mentioned had
 Notice . . . and that whereas also the ap^d Deft afterwards by the third day of
 January in the year of our Lord Christ one thousand seven hundred and Seventeen
 at S. Pauls parish in Kent County within the Jurisdiction of this Court In Considera
 tion that the ap^d p^t at the like Special Instance and request of the ap^d Deft
 had then and there last mentioned sold and delivered unto the ap^d Deft and to
 the proper use and behoofe of the ap^d Deft one pound of Gun powder one
 fatt Sheep and one pound of ram and Sugar in an Auo. hereto annexed Sett
 forth upon himselfe assumed and to the said p^t then and there last mentioned
 faithfully promised that he the said Deft so much Current Silver money of
 America as the ap^d one pound of powder one fatt Sheep and one pound of Gun
 and Sugar 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 unto the said p^t
 when thereunto required would well and truly pay Content and the ap^d p^t indeed
 said that the ap^d one pound of powder one fatt Sheep and one pound of Gun and Sugar
 sold and delivered as ap^d at the time of the Sale and delivery thereof at Reasonable Rates and prices
 were worth and amounted unto the Summe of fourteen Shillings and six pence Current Silver
 money of America in manner as in the said Auo. Sett forth of which the said Deft then
 and there last mentioned has Notice Nevertheless the ap^d Deft in severall
 promises and assumptions ap^d in forme ap^d made unto y^e ap^d severall Summes of money and Tobacco
 which in the whole amounts unto the Summe of three pounds seven Shillings Current Silver money of America
 and one thousand fifty pounds of Merchantable Tobacco little regarding but plotting and fraudulently intending
 him the said p^t in that behalfe craftily and subtilly to deceive and defraud the ap^d Summe
 of three pounds seven Shillings Current Silver money of America and one thousand &
 fifty pounds of Merchantable Tobacco to the said p^t altho he the said Deft afterwards by the fifth
 day of January in the year of our Lord Christ one thousand seven hundred and Seventeen and
 often after at the parish County and Jurisdiction ap^d was thereunto required hath not
 paid nor made Content for the same but that to him to pay or make Content for
 the same hitherto hath denied and still doth deny to the damage of him the