

March Court 1717

35

Merchantable Tobacco as in the said Account Shown and at the like Special instance and request of the aforesaid Defendant had then and there paid to a Certain Elizabeth True and to the proper use and behoofe of the said Defendant Two hundred & fifty pounds of Tobacco upon himselfe assumed and to the said Plaintiff then and there faithfully promised that he the said Defendant the aforesaid Summe of Three thousand eight hundred and eighty eight pounds of Merchantable Tobacco and the aforesaid Summe of Two hundred & fifty pounds of Tobacco unto the said Plaintiff when thereunto required would well and truly pay & Content and that whereas also the aforesaid Defendant afterwards by the aforesaid fifth day of September in the year aforesaid at the parish County & Jurisdiction aforesaid in Consideration that the aforesaid Plaintiff at the like Special instance and request of the aforesaid Defendant had then and there last mentioned sold and delivered unto the said Defendant and to the proper use and behoofe of the said Defendant Divers Goods and Merchandizes in cum etus hereunto annexed Specifically set forth upon himselfe assumed and to the said Plaintiff then and there last mentioned faithfully promised that he the said Defendant so much Merchantable Tobacco as the aforesaid last mentioned Goods and Merchandizes sold and delivered as aforesaid at the time of the Sale and delivery thereof at reasonable Rates and prices were worth and amounted to unto the said Plaintiff when thereunto required would well and truly pay and Content And the aforesaid Plaintiff indeed saith that the aforesaid last mentioned Goods and Merchandizes sold and delivered as aforesaid at the time of the Sale and delivery thereof at reasonable Rates and prices were worth and amounted unto the Summe of Three thousand eight hundred and eighty eight pounds of Merchantable Tobacco in Manner as in said Account set forth of which the said Defendant then and there last mentioned had Notice Nevertheless the aforesaid Defendant his several promises & assumption aforesaid in forme aforesaid made as to the aforesaid several Summes of Tobacco which in the whole amounts unto the Summe of Eight thousand and Twenty six pounds of Merchantable Tobacco he hath not minded nor in anywise kept but altho' he the said Defendant hath paid and satisfied to him the said Plaintiff to the value of Two hundred & Seventy pounds of Tobacco of the aforesaid Summe of Eight thousand and Twenty six pounds of Tobacco part yett the aforesaid Defendant his promises & assumption as to the Summe of Seven thousand seven hundred and fifty six pounds of Tobacco of the aforesaid Eight thousand and Twenty six pounds of Tobacco residue little regarding but plotting and fraudulently intending him the said Plaintiff to deceive and defraud the said Summe of Seven thousand seven hundred and fifty six pounds of Tobacco the said Defendant him the said Plaintiff hath not paid nor made Content for the same altho' to pay the same he the said Defendant the Eighteenth day of October in the year aforesaid at the parish County & Jurisdiction aforesaid was thereunto required but the said Defendant the aforesaid Summe of Seven thousand seven hundred and fifty six pounds of Tobacco to the said Plaintiff to pay or Content hitherto hath denied and still doth deny to the damage of him the said Plaintiff Eight thousand pounds of the Tobacco aforesaid thereupon he brings Sute vs. Defendant of a. p. in Doc. & Roe Laughlin