

March Court 1719
pounds of Merchantable Tobacco to the said ptt. when thereunto required would well
and truly pay & Content and that whereas also the ap ptt is the ap Deft before
wards viz. the ap twentieth day of January in the year ap at the parish County
& Jurisdiction ap had accounted together of and Concerning diverse Sums of
Tobacco to the ap ptt by the ap Deft before that time owing and unpaid
and upon that accounting the ap Deft was then and there found in arrears
towards the ap ptt in the Sum of five hundred & nineteen pounds of
Merchantable Tobacco and so thereof being found in arrears the ap Deft
in Consideration thereof afterwards viz. the ap twentieth day of January in
the year ap at the parish County & Jurisdiction ap upon himself assumed
to the said ptt then and there last mentioned faithfully promised that he viz.
said Deft. the ap Sum of five hundred & nineteen pounds of Merchantable
Tobacco unto the said ptt when thereunto required would well & truly pay
& Content Nevertheless the ap Deft his several promises and assumptions
ap in form ap made as to the ap several Sums of Tobacco amounting in
the whole to the Sum of two Thousand two hundred & Ninety Eight pounds
of Merchantable Tobacco he hath not minded nor in any wise kept but
altho' the said Deft hath paid and satisfied to him the said ptt to the Value
of one Thousand two hundred & Ninety pounds of Tobacco of the ap two Thousand
two hundred and ninety Eight pounds of Tobacco part yet the ap Deft his
promises and assumptions ap as to the Sum of one Thousand and thirty Eight
pounds of Tobacco of the ap two Thousand two hundred and Ninety Eight pounds
of Tobacco remain Little regarding but plotting and fraudulently intending
him the said ptt in that behalf easily to deceive and defraud the ap
Sum of one Thousand & thirty Eight pounds of Tobacco to the ap ptt hath
not paid nor made Content therefore altho' to do the same he the said
Deft afterwards viz. the third day of February and often after in the year
ap at the parish County and Jurisdiction ap by the ap ptt was thereunto
required but he the said Deft the ap said one Thousand and thirty Eight
pounds of Tobacco to the said ptt to pay or Content hitherto hath denied &
All doth deny to the damage of the said ptt two Thousand pounds of like
Tobacco ap and thereupon he brings Suite &c.

George of New ptt vs J. Deft &c.
and now at this Court to wit the 15 day of March Anno Dom 1719 the ap
Deft in his proper person comes and defends the same and injury when Dr.
and says that he cannot gainsay the ptt his action ap so as ap against him
brought nor can he say but that the said ptt ought to recover his
Damages by Equation of the promise ap amounting to the Sum of five
hundred and nineteen pounds of Tobacco with Costs of Suite which the
ptt. does not gainsay Therefore it is Considered by the Justice here the 15
day of March Anno Dom 1719 ap That the said William Frisby do