

June Court 1720

485

to the proper use and behoofe of the *D. Def.* before that time last mentioned, sold and delivered as in an account herewit annexed, set forth and so thereof being indebted the *as. Def.* in consideration thereof upon himself assumed and to the *D. plt.* then and there last mentioned faithfully promised that he the *D. Def.* the *as.* last mentioned Summe of one thousand two hundred and twenty pounds of merchantable Tobacco to the *D. plt.* when thereunto afterwards he should be required would well and truly pay and Content. And that whereas the the *as. Def.* afterwards viz. the 12th day of January last mentioned in the year *as.* at the parish County and Jurisdiction *as.* in consideration that the *as. plt.* at the special instance and request of the *D. Def.* had sold and delivered to the *D. Def.* and to the proper use and behoofe of the *D. Def.* diverse goods wares and Merchandizes in an account herewit annexed particularly set forth upon himself assumed and to the *D. plt.* then and there last mentioned faithfully promised that he the *D. Def.* should merchantable as the *as.* Goods wares and merchandizes sold and delivered as last mentioned at the time of the Sale and delivery of the same were reasonably worth to the same *plt.* when thereunto afterwards he should be required would well and truly pay and Content. And the *D. plt.* Inceed saith that the *as.* Goods wares and Merchandizes last mentioned at the *as.* time of their Sale & delivery at the parish County and Jurisdiction *as.* were reasonably worth and amounted to the Sum of one thousand two hundred and twenty pounds of merchantable Tobacco in manner as in the *D.* Account set forth of which the *D. Def.* then and there last mentioned had Notice. Never the less the *as. Def.* his promises and assumptions of in form *as.* made as to the *as.* Summe of Tobacco in the whole amounting to two thousand four hundred and ninety two pounds of merchantable Tobacco he the *D. Def.* hath not minded nor in any wise kept. But altho the *D. Def.* hath paid and satisfied to the *D. plt.* the Summe of five hundred and seventy two pounds of merchantable Tobacco of the *as.* Summe of two thousand four hundred and ninety two pounds of merchantable Tobacco Part. Yet the *as. Def.* his promises and assumptions as to the Summe of Nineteen hundred and twenty pounds of merchantable Residue like minded but plotting and fraudulently intending the *D. plt.* of the *as.* Summe of Nineteen hundred and twenty pounds of merchantable Tobacco craftily to deceive and defraud the *as.* Summe of Nineteen hundred pounds of merchantable the *D. Def.* to the *D. plt.* hath not paid nor made Content for the same: Altho to do the same the *as. Def.* afterwards viz. the tenth day of February in the Year last mentioned at the parish County and Jurisdiction *as.* and often afterwards by the *D. plt.* was thereunto required But that to the *D. plt.* to pay or Content hitherto hath denied and still doth deny to the Damage of the *D. plt.* two thousand pounds of merchantable Tobacco and thereupon they bring Suit &c.

Macbride & Quers *pls.* In Doe?
R. Roe