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within the Jurisdiction aforesaid in consideration thereof upon himself did assume and unto the aforesaid John Rider then and there faithfully did promise that he the aforesaid John Layton the same two pounds seven Shillings and three pence money aforesaid unto the same John Rider when there of afterward he should be required well and faithfully would pay and Content Nevertheless the aforesaid John Layton his promise and assumption aforesaid so as it is said made nothing regarded but minding and fraudulently Intending the same John Rider in this part craftily and Subtly to deceive and and defraud the aforesaid two pounds seven Shillings and three pence or any part thereof unto the same John Rider hath not paid or in any sort Contented altho' to do the same the aforesaid John Layton afterwards to wit the Ninth day of May in the Year of Our Lord One thousand seven hundred and twenty One at the County aforesaid within the Jurisdiction aforesaid by the aforesaid John Rider was requested but that unto him hitherto to pay or in any sort to Content altogether hath refused and still doth refuse to the damage of the said John Rider four pounds fourteen Shillings and Six pence money aforesaid and there upon he bringeth Suite &c. Allen & Co. Esqrs. depts. In Doe R/Roe

1720.	John Layton	---	D.		
April 29	for 2 galls. Rum	---	D.	2/6	
29	for 2 galls. Molasses	---	D.	3/	
29	for 1 doz. fishhooks	---	D.	9	
May 9	for 4 galls. Rum	---	D.	6/	
9	for 1 Sugar	---	D.	3/	
					2 7 3

1722. Jan'y. 26th Drows Excepted of John Rider

And the said John Layton by George Dashiell his attorney Comes and defends the force and Injury when &c. and prays Leave to Insure here unto until the next Court and he hath it and the same day is given to the plaintiff also - At which said next Court to wit the Eighteenth day of June One thousand seven hundred and twenty Two the said John Layton Comes again as well the said plaintiff as the said defendant by their attorneys aforesaid and the said defendant by his said attorney prays further Leave to Insure here unto until the next Court and he hath it and the same day is given to the plaintiff also -

At which said next Court to wit the twentieth day of August anno. Dom. One thousand seven hundred and twenty three Comes again as well the said plaintiff as the said defendant by their attorneys aforesaid and the said defendant by his said attorney says that he cannot gain say the plaintiff his action aforesaid is as aforesaid against him brought nor can he say but that the said plaintiff ought to recover his damages by Quarenon of the premises aforesaid to the sume One pound sixteen Shillings and Nine pence Curr. money and Costs of Suite against him which the said plaintiff does not gain say &c. -

Therefore it is considered by the Justice here the same day and year last mentioned that the said John Rider becom against the said John Layton as well the sume of One pound sixteen Shillings and nine pence Curr. money aforesaid Certain damages aforesaid in form aforesaid Confessed as also the sume of three hundred & forty One - pounds of tobacco by the Court here adjudged unto him for his Costs and Charges by him about his Suite in this Behalf Said Out. &c. &c. and &c. the debt in money &c. -

At Robert Martin }
 &c. Edmund Huggin }
 } Somerset County Edmond Huggin Test. of Stephen Parish in Somerset County Clerk
 was attached to answer unto Robert Martin of a plea aforesaid upon Oath &c.
 And where upon the said Robert by Francis Allen his attorney complains that whereas (that