

March Court --- 1723 --- 153

well the said pth ~~on the said~~ ^{by} ~~the~~ ^{his} attorneys aft ~~and~~ the said doth ⁱⁿ by his One proper person
and the said doth says that he cannot give way the pth his action aft so as aft against him brought nor can he
say but that the said pth ought to recover his damages by reason of the premises aft to Eleven pounds -
Eight Shillings and One penny ^{Exp^{ts}} money of America and Costs of Suit against him which the said
pth does not give way & —————
Therefore It is considered by the Justices here the same day & Year last mentioned.

Therefore It is considered by the Justices here the Same day & Year last mentioned
-ed that the said Archibald Smith Recover against the said John Caldwell et al. as well the Sum of Eleven
446 pounds Eight Shillings and One penny ^{the} money of America for his damages as in form aforesaid
446 -ed as also the Sum of four hundred and forty Six - - - - - pounds of Tobacco
by the Court here adjudged unto him for his costs and charges by him about his Suit in this Behalf said out
and expended with Stay of Execution till the first day of August Next and 50 pcts in Money &c -

No. 4: William Hopkins } Somerset County ss: George Lane Date of Recovery Parish in Somerset County Charter
 for George Lane --- } was attached to answer unto William Hopkins of a plea of trespass upon the freehold
 And whereupon the said William by Francis Allen his attorney complains that
 whereas the said George the fourteenth day of December and Dowd One thousand Seven hundred
 and twenty two at the parish and County aforesaid within the Jurisdiction of this Court had accounted with him the
 said William of sundry Sums of money by the said George to the said William before that time due owing &
 unpaid and upon that account the said George was found in arrears to the said William in six pounds and five
 Shillings Curr. money and being so thereof indebted the said George in consideration thereof the day & year aforesaid
 at the place aforesaid upon himself did assume and to the said William then & there did faithfully promise that he
 the said George the said six pounds five Shillings in Indian Cow Work and Beef at One Curr. when he should
 be thereunto requested he would well and faithfully pay and Content and altho' the said George three pounds two
 Shillings and Six pence full of the aforesaid six pounds five Shillings by the hand of Edmund Hough he hath paid
 and satisfied yet as to three pounds two Shillings and Six pence Residue of the aforesaid six pounds five Shillings
 the said George his promise and assumption aforesaid in form aforesaid made Nothing regarding but plotting and fraudulently
 Intending the said William in that part craftily and Subtly to deceive and defraud the said three pounds two
 Shillings and Six pence to the said William altho' the same to the said George by the said William on the twentieth
 day of March in that year and often afterwards at the parish and County aforesaid within the Jurisdiction aforesaid he was
 thereunto requested hath not paid or to him for the same in any wise Contented for but the same to him hitherto
 to pay or in any wise for the same to Content hath Refused and still doth refuse and delay whereupon the
 said William saith he is worse and hath damage to the value of six pounds five Shillings Curr. money
 of this province & thereupon he brings this Suit &c. of Attorney John Cledgod Esq. vs. Doe R. Roe
 Whereupon the said George Lane in his own proper person appears, and thereupon the said George
 Lane at the prayer of the said attorney aforesaid is adjudged to give Special Bail to the action aforesaid.
 (Thereupon)