

Year and place last above mentioned upon himself assumed and to the said Arnold & Roy then and there faithfully promised that he when afterwards he should be lawfully required the said sum of twenty one pounds ten shillings to the said Arnold & Roy he would well and faithfully content and pay nevertheless the said Edmund though his promise and assumption of in fact made little regarding but plotting and fraudulently Intending the said sum of twenty one pounds ten shillings to be paid or any part thereof to the said Arnold altho' the said Edmund by the said Arnold afterwards viz. the thirtieth day of June one thousand seven hundred & twenty three at Somerset gaol with in the Jurisdiction of was lawfully requested hath not paid or to him in any wise for it contented but the said Edmund the same to him hitherto to pay or him for it in any wise contented hath altogether Refused and still doth refuse and deny whereby the said Arnold hath been the worse - hath - Damage to the Value of

and those of the Brought this Sum &c

And the said Edmund though by Francis Allen his attorney Comes and defends the same and Injury when &c and prays Leave to dispute hereto 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 Nineteenth day of November and dated One thousand seven hundred and twenty three Come again the said parties by their attorneys of and the said doct by his said attorney prays further Leave to dispute hereto 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 Seventeenth day of March and dated One thousand seven hundred and twenty three Come again the said parties by their attorneys of and the said doct by his - said attorney says that he cannot quit say the plaintiff his action of 10 as of against him brought nor can he say but that the said plaintiff ought to recover his damages by reason of the premises of to twenty six pounds five shillings Sterling money and Costs of Suite against him which the said plaintiff does not quit say

Therefore it is considered by the Justice that the same day and year last mentioned that the said Arnold & Roy recover against the said Edmund though as well the sum of twenty six pounds five shillings Sterling money his damages of in fact as of as also the sum of four hundred (417) and Seventeen pounds of tobacco by the Court awarded and paid unto him for his Costs and Charges by him about his Suite in this Behalf and out of Expences and Disbursements

John Taylor of Somerset County - John Taylor of County of Kent was attached to answer unto Thomas Dashwood of Kent of the parish of the said John at the Parish and County of in the year of of one and one thousand seven hundred and twenty one within the Jurisdiction of this Court was indebted unto the said Thomas in the sum of Eight hundred and Sixty two pounds of tobacco as of and hereto and yet may in Court appear and the said John being indebted as of for and in consideration of at home and place of did upon himself assume and promise that the said Eight hundred and Sixty two pounds of tobacco he would well and truly content and pay when