

June Court . . . 1723 --- 69 ---

And whereupon the said William Lane by William Saxe well his attorney Complaines that whereas the said Joseph after the twenty first day of February and Dowd One thousand seven hundred and twenty One at Stegney Parish in the County of within the Jurisdiction of this Court made his Certain Note in Writing called a promissary note with his proper hand subscribed bearing date the said same day and year last mentioned and the same Note to a certain Jeffrey Flower then and there delivered by which Certain Note the same Joseph promised to pay to the same Jeffrey or his Order the sum of twelve pounds four Shillings and four pence Curr: money of Bergania for value received and the said Jeffrey the twenty first day of March and Dowd One thousand seven hundred and twenty One at the parish and County of within the said Jurisdiction did assign the said note by his the said Jeffrey Indorsment: thereof with his the said Jeffrey proper hand and name unto the said Lane and by reason thereof and also by force of the Statute in such Cases lately made and provided the same Joseph became Chargeable to pay to the same Lane the said twelve pounds four Shilling and four pence according to the tenor of the Note of and being so Chargeable the said Joseph in Consideration thereof afterwards to wit the said twenty first day of March and Dowd seven hundred and twenty One at the parish and County of within the said Jurisdiction upon himself assumed and to the same Lane then and there faithfully promised to pay to the same Lane the said twelve pounds four Shillings and four pence according to the tenor of the same Note Nevertheless the said Joseph his promise and assumption of in form of made Litle regarding but intending and fraudulently Intending the said Lane in this part craftily and Subtly to deceive and defraud the said twelve pounds four Shillings and four pence or any part thereof to the same Lane hath not paid all this so to doe by the same Lane afterwards to wit the twenty third day of March and Dowd Seven hundred and twenty One at the parish and County of within the said Jurisdiction hath been required but the same to him likeliest to pay hath altogether refused and still doth refuse to the Damage of the same Lane twenty five pounds Curr: money of Berg: and thereof Brings Suite &c. Saxe well Off Dowd. Reg: Judoce Sub Hoc

At which said third Tuesday of June to wit the Eighteenth day of the same month And Dowd One thousand seven hundred and twenty three being the day of the return of the said Writ Comer the said William Lane by his attorney of the Sheriff of Somerset County to whom the foregoing writ was directed Likewise Comer and makes return thereof to the Court hereof out in these words following viz: - Capi. Answers for Maulester Sheriff

Whereupon the said Joseph Camberton being called appears and thereupon the said Joseph Camberton at the prayer of the plaintiffs attorney of is adjudged to give special Bail to the action of Thereupon a certain for Maulester of Somerset County hath present here in Court undertakes for the said Joseph Camberton that in case the said William Lane shall recover Judgment in the plea of against the said Joseph Camberton or that the said Joseph Camberton shall be there in Court that then he the said Joseph Camberton shall pay the Contemnation of the Court thereupon or tender his Body to the Custody of the Sheriff of Somerset County in Satisfaction thereof or that he the said Joseph Maulester will do it for him

Whereupon the said Joseph Camberton in his own proper person Comer and defendes the force and injury whereof and says that he cannot gain say the plaintiffs action of so as against him brought nor can he say but that the said plaintiffs ought to recover his damages by Occasion of the premises of to the Statute