

Said Merchantable to be paid the same Benj when afterwards the ap Tho. should be there to required never the less the ap Tho although often here to required the ap Sum of one thousand five hundred & seventy eight pounds of tob^o & as ap or any part thereof to the same Benj hath not rendered but y^e ap Tho. the same to the said Benj. Richard Brender hath altogether denyed & still doth deny whereby the same Benj. says he is worn & hath damage to the value of two thousand pounds of tob^o & therefore brings this Suite & the same Benj. brings here into Court the writing obligatory & - ^{Shall be paid} ^{to the} ^{same} ^{Benj.}

And the ap Thomas Baker in his proper person Cometh and defendeth the force and Injury when y^e ap and says that he cannot gain say the pth his action ap against him brought nor can he say but that the writing Obligatory ap is his act and deed and that the debt therein mentioned is yett due and unsatisfied where fore the said pth prays Judgment for his debt ap and his Costs and Damages Sustained by Reason of the delaying of the same debt to him to be adjudged &c. Therefore it is considered by the Justices here the fifteenth day of the March and Doon One thousand Seven hundred and twenty five that the ap Benjamin Walter Recover against the ap Thomas Baker as well the Sum of One thousand five hundred and seventy eight pounds of tob^o his debt ap as also the Sum of Two hundred and sixty - four - - - - - pounds of tobacco for his Costs and Damages Sustained by Reason of the delaying of the same debt to the same Benjamin Walter of his apent by the Court here adjudged and y^e ap doth in every Memorandum the pth to be paid out of the debt ap the Sum of Seven hundred and seven pounds of tob^o &c

The Same } Somerset p John Taylor Late of Somerset County Esquire ad' dicit In Tayler
& J^r Taylor } Sen. of Somerset County Esquire was Sumoned to answer unto Benjamin Walter of agree that he tender unto him the full and Just quantity of One thousand Nine hundred and Ninety six pounds of tob^o which to him he owes and unjustly delays &c

And whereupon the same Benj. by David Gale his attorney saith that whereas y^e ap John the thirteenth day of May seven teen hundred & sixteen by his certain writing obligatory granted himself to be held & firmly bound unto the same Benj. in the full & Just quantity of one thousand nine hundred & Ninety six pounds of tob^o to be paid the same Benj. when afterwards the said John should be there to required yett the ap John Taylor the often there to required the ap Sum of one thousand nine hundred Ninety six pounds of tob^o or any part thereof to the same Benj. hath not rendered by the same John Taylor the same neither to the same Benjamin Walter hath altogether denyed & still doth deny whereby the same Benj. says he is worn and hath done to the value of three thousand pounds of tob^o & therefore brings this Suite & the same Benj. brings here into Court the writing obligatory ap & - ^{Shall be paid} ^{to the} ^{same} ^{Benj.}

And the said J^r Taylor Cometh and defendeth the force and Injury when y^e ap and says that he cannot gain say the pth his action ap against him brought nor but that the writing Obligatory ap is his act and deed and that the debt therein mentioned is yett due and unsatisfied where fore the said pth prays Judgment for his debt ap and his Costs and Damages Sustained by Reason of the delaying of the same debt to him to be adjudged &c. Therefore it is considered by the Justices here the -