

March Court - - - - - 1725 - - - - - 116  
of Somerset County to whom the foregoing writ was directed Likewise Cometh  
methe return hereof to the Court here endorsed in these words following vizt -  
Legi Legum Dec. delivered in time of the said Court

And the said Joy Hobbs by George Dashed his attorney Cometh and defendeth the force &  
Injury when &c. and the same attorney says that he is not informed by the said Joy  
Hobbs his Agent of any answer for the same ~~said~~ Joy Hobbs to the said Joseph  
M<sup>r</sup>ester in the plea aforesaid to be given and Nother El<sup>r</sup> there of says by which the same Joseph  
M<sup>r</sup>ester remains against the said Joy Hobbs thereof undefended &c. -

Wherefore the said Joseph M<sup>r</sup>ester his Damages by Omission of the Non Performance  
of the Promise and assumption aforesaid against the said Joy Hobbs Ought to recover but because  
it is not known what Damages the said Joseph M<sup>r</sup>ester hath sustained by Omission of  
the Non Performance of the promise and assumption aforesaid. the Justice at the prayer  
of the said Joseph M<sup>r</sup>ester and by the <sup>consent of the said Joy Hobbs</sup> consent of the said Joy Hobbs do assess the Damages  
of the said Joseph M<sup>r</sup>ester besides his Costs and Charges in this behalf expended to be  
fourteen hundred and Eight pounds of t<sup>o</sup> -

Therefore it is considered by the Justice here that the said Joseph M<sup>r</sup>ester Recover  
against the said Joy Hobbs as well the Sum of fourteen hundred and Eight pounds of t<sup>o</sup>  
his Damages by Omission of the premises aforesaid in form aforesaid as also the Sum of four  
hundred and Ninety One <sup>and</sup> pounds of t<sup>o</sup> by the Court here adjudged unto him for his Costs  
and Charges by him about his Suite in this behalf said Out and Expended &c. and the said exp.  
in money &c. -

The same Samuel Wheeler late of Somerset County Clerk was attacked  
to answer unto Joseph M<sup>r</sup>ester of a plea of trespass upon the case &c.  
And whereupon the same Joseph by Levin Gale his attorney complains  
that whereas the said Sam<sup>l</sup> the tenth day of December one thousand seven  
hundred & twenty five at the County and within the Jurisdiction of this Court was  
Indebted to the said Joseph in the Sum of five hundred & thirty eight pounds of t<sup>o</sup>  
as by law here within Court produced may appear & so thereupon Indebted the said  
Sam<sup>l</sup> Wheeler in consideration thereof afterwards to wit the same day & year aforesaid at the County  
and within the Jur<sup>is</sup> upon himself assumed & to the said Jos: then & there faithfully  
promised that he when afterwards he should be there requested he the said Sum of five  
hundred & thirty eight pounds of t<sup>o</sup> to the same Jos: would well & faithfully content & pay  
nevertheless the said Sam<sup>l</sup> his promise & assumption aforesaid made not regarding  
but plotting & fraudulently Intending the same Jos: in that part to defraud & deceive  
the said Sum of five hundred & thirty eight pounds of t<sup>o</sup> or any part thereof the said Joseph  
(altho' often requested afterwards vizt the said day & year aforesaid at the County and within the Jur<sup>is</sup>)