

March Court ----- 1726 ----- 227 -----  
 Hundred and Seventy five pounds of Tobo. The said Thomas his promise and assumption of performance  
 and made nothing regarding but plotting and fraudulently Intending the said Jos: in that part  
 craftily and subtilly to deceive and Defraud the said one thousand four hundred & seventy five  
 pounds of Tobo. to the said Joseph he has not paid altho the same do the said Thomas was  
 often thereunto Requested but that since he has hitherto to pay he has refused and shall do the  
 refuse and deny to the Damage of the said Joseph of two thousand nine hundred and  
 fifty pounds of Tobaco and hereupon he brings Suit &c. I have *Joseph's Dea* -----  
*1726*

Thomas Gordon -----	-----	-----	-----
1722. To L. Lewis @ 121 -----	121	By 10 Sept. 5 Bow -----	70
To Geo. & Daniel Darby -----	35	By Hugh Porter -----	30
To Wm. James Lewis -----	121	By Bills due to me -----	1475
To Geo. Martha Johnson @ Geo. May Lambrey atty -----	35		<u>1575</u>
1723. To L. Lewis 100 -----	100		
To Mr. Hayward's fee -----	68		
To Geo. Dashiell fee -----	100		
To Mr. Allen fee -----	200		
To Geo. you in Govans Store -----	150		
To Mr. Hayward -----	166		
To Mr. Allen fee -----	100		
To Copy and Copy @ Wm. Dour -----	16		
To the Jurist -----	324		
	<u>1575</u>		

Having Errors of  
 Joseph M<sup>r</sup> Lester -----

A copy of the foregoing dect: and Aud. were made and sent to be served on the ad-  
 tho: with the writ in the plea of &c

Att which said third Tuesday of March next to wit the twenty first day of the same month  
 and soon after thousand seven hundred and twenty six being the day of the return of the  
 said writ Cometh the ad Joseph M<sup>r</sup> Lester by his attorney ad and the Sheriff of Somerset  
 County to whom the foregoing writ was directed like wise Cometh and make the return thereof  
 to the Court here Endorsed in these words viz Copy of dect: delivered in time of J<sup>es</sup>us: Callender -----

Whereupon the ad Thomas Gordon in his own proper person Cometh and defends  
 the force and Injury when he doth and saith that he cannot deny the action ad, nor can he  
 say but that the ad Joseph ought to recover his damages by occasion of the non performance  
 of the promise and assumption ad to five hundred and fifty nine pounds of Tobo, and the  
 same declaration in as the words before largely Confesseth &c -----

Therefore it is Considered by the Court here that the ad Joseph M<sup>r</sup> Lester Recover  
 against the ad Thomas Gordon as well the sum of five hundred and fifty nine pounds of  
 Tobo