

and gay nevertheless the said John his promise and assumption of in forme of made
 little regarding but plotting and fraudulently intending the said Tho. in that part
 to defraud and deceive he the said Tho. the said sum of five pounds and six pence
 Curr. money or any part thereof to the said Tho. (altho' afterwards to wit the same
 day and year as at the County as within the said Tho. he was there requested) he hath not
 paid nor the same Thomas for it in any wise contented but the said John the same
 contents to do hath altogether refused and still doth refuse to the Damage of the same
 Thomas of ten pounds and one Shilling Curr. money and thereof he brings this suite

Pauly D.
 15. 1724

John Gowen		Shares of Quits & Bonds & Book Fees	
To 13 yd. of Muzel at 6. p. yd	8 18 00	By 1 Barrel of Spoke	2 00 00
To 8 yd. of Shalloon	2 2 06	By 1 Halt felt	0 16 00
To 2 yd. of Buckram	0 4 00	By sundry paym ^t	1 20 06
To 4 Shirts of Silk	0 2 00		4 25 06
To 1/2 gown to Mumford	1 0 00	Ball de bouy	5 00 06
To 1/2 at sundry times	0 7 00		9 26 00
To 1/2 for new England	1 12 00	Saving Errors for me	
	9 26 00	Thomas Credig	

Jurat Incuria in Common form. Tho Hayward

And the said John Gowen by George Dabner his attorney comes and defend the
 force and Injury when he and pray leave to Imparke hereunto untill the next
 Court and he hath it and the same day is given to the said Cleft here also

At which said next Court to wit the Sixteenth day of August and Dow. One thousand
 Seven hundred and twenty Six came again as well the said Thomas as the said John by their
 attorney's and the same John by his said attorney prayed further leave thereof to
 Imparke here untill the next Court and he hath it and the same day is given to the said
 Cleft here also

At which said next Court to wit fifteen the day of November and
 Dow. One thousand Seven hundred and twenty Six came again as well the said Thomas as the
 said John by their attorney's and the same attorney of the said John with nothing in
 bar or avoidance of the action of the said Thomas by which the said Cleft Remaneth ag^t
 the said Cleft thereof undefended

By which the said Thomas his
 Damage, by Breach of the non performance of the promise and assumption of against
 the said John ought to recover but because it is not known what Damages the said Thomas
 hath Sustained or well by Breach of the Nonperformance of the promise and assumption
 as for his Costs and Charges by him about his suite in that part Begged, therefore
 it