

March Court - 1726 --- 256 -

Did faithfully promise that he the said William West should two thousand and Ninety One pounds of tobacco to the said Joseph when he should be hereunto requested he would well and faithfully pay and content and altho the said William his promise and assumption was in force and made nothing regarding but nothing and fraudulently intending the said Joseph in that part fraudulently and suddenly to deceive and defraud the said two thousand and Ninety One pounds of tobacco to the said Joseph. He notwithstanding altho the same to do the said William was often hereunto requested but the same to him rather to do rather refused and still doth refuse and deny to the damage of the said Joseph of four thousand one hundred and Eighty two pounds of tobacco and thereupon he brings Suite as

J. Galeff Esq. Pro. Secy. & J. D. Ashwell Esq.

William West		
1723 To Service	-----	140
in Land	} To Ed. Lloyd	323
of the said		800
1723 -	To Mr. Joshua Gange	-----
County	} To Ed. Lloyd	111
1724		-----
County Court	} To Courtenay General fees	033
21st 1724		-----
County Court	To Ed. Lloyd Joynte with your two Brothers	244
21st 1725	To Messrs fees with your two Brothers	68
County Court	} To County Court with your two Brothers your part	40
21st 1725		-----
	To the Interest	834
		<u>2091</u>

Saving Errors of Me  
Jor. H. Pester Late Sheriff

And the said William West in his own proper person comes and defends the force and Injury when W<sup>o</sup> and pray leave to Insure hereunto until the next Court and he hath and the same day is given to the affd Esq here also

At which said next Court to wit the twenty first day of March ann<sup>o</sup>. Dom. One thousand Seven hundred and twenty Six came againe as well the affd Joseph <sup>by his attorney</sup> as the affd William in his own proper person, and the same William says nothing in barr or avoidance of the action affd of the affd Joseph, by which the same Joseph Remains still against the affd Esq hereof undefended &c

wherefore the affd Joseph his damages by reason of the non performance of the promise and assumption affd against the affd William ought to recover &c. whereupon at the prayer of the affd Joseph and by the consent of the same William the Justice here did assess the damages of the same Plaintiff by reason of the Non performance of his promise and assumption affd beyond his Costs and Charges by him about his Suite in that part expended to two thousand and Ninety One pounds of tobacco - Therefore

Therefore it