

At which said next Court to wit the twenty first day of march and Dond one thousand Seven hundred and twenty six came again as well the said Thomas as the said Alexander by their attorney etc, and the same Thomas by his said attorney prays that the said Alexander to his declaration etc may answer etc whereupon the said attorney of the same Alexander says that he is not Informed by the same Alexander his Agent of any answer for the same Alexander to the said Thomas to be given and nothing is thereof says by which the same Thomas Remains against the said Alexander thereof Undefended etc

Wherefore the said Thomas his damages by Occasion of the non performance of the promise and assumption etc against the said Alexander ought to Recover but because it is not known what damages the said Thomas hath Sustained by Occasion of the Non performance of the promise and assumption etc Command is given to the Sher. of Somerset County that by the oath of honest and Lawfull men of his bailiwick he diligently Enquire what damages the said Thomas hath Sustained as well by Occasion of the non performance of the promise and assumption etc as for his Costs and Charges by him about his Suite in that part Expended, and the Inquisition which thereof he take the Sher. make appear to the Justice of his Lordship's County Court of Somerset to be hold at Dwidney Creek the third Tuesday of June next under his Seal and the Seal of them by whose oath he make the same Inquisition and the same day is given to the said Court here also

Joseph Wyatt }
Somerset: William Freeman }
State of Somerset County planter was attached
to answer unto Joseph Wyatt of apke of the said upon the last etc
And whereupon the same Joseph by George Ashwell his attorney says
that whereas the said William the twenty second day of may and Dond one thousand seven hundred
and twenty two at Somerset County within the Jurisdiction of this Court was Debted unto the
said Jos: in the Sum of Eight pound in Cash as by a certain note here within Court produced may
appear and so thereof being Debted the same William in Consideration whereof afterwards
to wit the same day and Year etc at the County etc within the said Jurisdiction upon himself
assumed to the same Jos: then and there faithfully promised that he when afterwards he should
be thereto requested the said Sum of Eight pound to the same Jos: should well and faith-
fully Content and pay never the less the said William his promise and assumption etc in
fact made with regard but plotting and fraudulently Intending the said Joseph
that he should to Defraud and Abuse he the said William the said Sum of Eight pound Cash