

as before defined the law and injury when he and says that he cannot gain say the action of the said Philip against him - brought, nor can he say but that the said Philip ought to recover his Damages, by reason of the promise, and besides his Costs and Charges by him about his estate in that part expended to thirty five shillings current money which the said Court doth not gain say.

Therefore it is considered by the Court here that the said Philip Taylor Recover against the said John Denton his Damages, and to thirty five shillings current money in force and executed as also four hundred and twenty pounds of Tobacco (being as much as he is Damaged) by for his Costs and Charges to the same Philip by the Court here according to the form of the Statute in such Case late made and provided, adjudged, and the aforesaid doth in merrit

John Brittingham Esq. of Somers. Brittingham - } Somerset to William Whitesides late of Somerset County merchant was attached to answer unto John Brittingham Esq. of the last will and testament of Samuel Brittingham dec. of a plea of trespass upon the freehold.

And whereupon the said John by Francis Allen his attorney complains that whereas the said William the sixteenth day of June and Dow. One thousand Seven hundred & fifteen at Somerset County aforesaid within the Jurisdiction of this Court in consideration that he the said William, had received of the said Samuel in his Lifetime seventy six bushels and three pecks of Indian corn at the price of two shillings of bushels amounting in the whole to the sum of seven pounds, thirteen shillings and six pence current money of this Government, upon himselfe did assume and to the said Samuel in his Lifetime then and there did faithfully promise that he the said William sundry goods wear and Merchandises of the value of the said seven pounds, thirteen shillings and six pence to the said Samuel when he should be thereunto required he would well and faithfully pay and deliver, and altho. the said William sundry goods wear and Merchandises to the said Samuel in his Lifetime he did deliver to the value of five pounds, one shilling and six pence half penny free of the said seven pounds, thirteen shillings and six pence, yet as to goods wear and Merchandises to the value of two pounds, eleven shillings and eleven pence half penny residue thereof the said William his promise and assumption as in form as made, nothing regarding but plotting and fraudulently Intending the said Samuel in his Lifetime in that part rashly and subtilly to deceive and defraud good W. to the value of the said two pounds, eleven shillings and eleven pence half penny to the said Samuel in his Lifetime or to the said John since the decease of the said Samuel altho. the same to do the said William by the said Samuel in his Lifetime to wit the said sixteenth day of June in the Year aforesaid and often afterwards, and by the said John since the decease of the said Samuel in his Lifetime (as aforesaid to wit the first day of August and Dow. One thousand Seven hundred and twenty eight and often afterwards at Somerset County as within the Jurisdiction as he was thereunto requested hath not delivered or for the same in any sort contented, nor to either of them ^{have delivred} contented but the same to do the said Samuel in his Lifetime or to the said John in his said (as aforesaid) since the decease of the said Samuel hath refused, and the said William the same to do to the said John which doth defraud and deny to the retaining him in the Execution of the last will and testament aforesaid whereupon he saith he is wove and hath Damage to the value of five pounds current money and thereupon he brings Suit as and brings here into Court a New Testamentary of the said Samuel by which

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