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by the same Joseph paid and satisfied and so thereof being indebted the same Abraham in consideration hereof afterwards to wit the same day and year afo at the County afo and within the afo Jurisdiction upon himself assumed and to the same Joseph then and there faithfully promised that he when afterwards he should be thereto requested he the afo sum of one thousand pounds of tobacco, to the same Joseph would well and faithfully pay and content. Nevertheless the said Abraham his promise and assumption afo said in form afo made little regarding but plotting and fraudulently intending him the said Joseph in that part craftily and subtilly to deceive and defraud the said Abraham the said sum of one thousand pounds of tobacco, nor any part thereof to the same Joseph hath not paid altho' the same to do, the said Abraham afterwards to wit the same day and year afo at the County afo and within the afo Jurisdiction was requested but he the same to do hath altogether refused and sheweth before where by the same Joseph says he is worse and hath damage to the value of two thousand pounds of tobacco and hereof he brings his suit &

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And the afo Abraham by George Dashiell his attorney comes and defends the force and injury when & pray leave to shew hereunto what he next saith and he hath it and the same day is given to the afo Bledgo here also &

At which said next Court to wit the seventeenth day of June and said one thousand seven hundred and twenty nine came againe as well the afo Joseph Maulester as the afo Abraham by their attorneys afo and the afo Joseph by his said attorney Gray that the afo Abraham to his declaration afo may answer, and the afo Abraham, altho' at the same day solemnly called Cometh not, nor nothing says in bar or conclusion of the action afo of the afo Joseph, by which the same Joseph remaineth against the afo Abraham thereof undefeated &

Wherefore the afo said Joseph his damages against the afo Abraham by occasion of the non performance of the promise and assumption afo ought to be known but because it is not known to his Lordships Justices here what damage the same Joseph in that part hath sustained Therefore Commanded the Justices of Somerset County, that by the oath of honest and Lawfull men of his Bailiwick or County he diligently Enquire what damage the same Joseph has sustained as well by occasion of the non performance of the promise and assumption afo as for his costs and charges by him about his suit in that part afo and the Inquisition which thereof he takes to his Lordships Justices at dividing Beek in Somerset County afo the third Tuesday of August next under his seal and the seals of them by whose oath he makes the same Inquisition he send together with his said Lordships Writ to him thereof directed and the same day is given to the afo Abraham there also &

At which said third Tuesday of August to wit the nineteenth day of the same Month and said one thousand seven hundred and twenty nine before his said Lordships Justices at dividing Beek in the County afo Cometh the afo Joseph Maulester by his attorney afo, and the Justices of Somerset County vizt John Burnell Gent. Returned afo Inquisition before that at Wickemore in County afo on the thirtieth day of July and year afo by the oath of honest and Lawfull men of his Bailiwick afo by which it appears that the afo Joseph Maulester hath sustained Damages by occasion of the non performance of