

March Court — 1727 — 78

of plea of trespass upon the Case Y<sup>e</sup>

And whereupon the same Edward by Levin Gale his atty. complains that whereas the afo. Rowland the tenth day of August and Dowd. one thousand seven hundred & twenty seven at Southwell County within the Jur. of this Court was indebted to the same Edward in the sum of five hundred pounds of Tobo for work for the same Rowland by the same Edward before that time done as by an. here within Court produced may appear & so there of being indebted the said Rowland in consideration thereof afterwards to witt the same day & year afo. at the County afo. within the afo. Jur. upon himselfe assumed to the same Edward then & there faithfully promised that he when afterward he should be thereto requested by afo. sum of five hundred pounds of Tobo to the same Edward would well & faithfully content and pay nevertheless the said Rowland his promise & assumption afo. in form afo. made not regarding but plott. ing and fraudulently intending him the same Edward in that part craftily and subtilly to defraud and deceive the afo. sum of five hundred pounds of Tobo or any part thereof to the same Edward hath not paid although the same to doe the afo. Rowland afterwards by the same day & year afo. at the County afo. and within the afo. Jur. by the same Edward was requested but he the same hitherto to doe hath altogether refused & still doth refuse where by the same Edward says he is worse & litle Dam. to the value of eleven hundred & ninety pounds of Tobo & thereof he brings this suite Y<sup>e</sup> — Levin Gale of Quers: pledge & J. Doek Roe

Rowland Beavis — Contra —

To 400 pounds of Tobo by a note from Silas Chapman By 400 p<sup>ts</sup> of Tobacco —  
To 300 p<sup>ts</sup> of Tobo & one c pound of Cork in the year 1715 for work done at his house — By 50 pounds of Cork —  
Mr Edward Chapman

And the afo. Rowland Beavis by George Dashiell his atty. comes & defends the force and injury when he & says leave to dispute hereunto untill the next Court and he hath it & the same day is given to the afo. Edward Chapman here also Y<sup>e</sup>

All which said next Court to witt the nineteenth day of March and Dowd. one thousand seven hundred and twenty seven came againe as well the afo. Edward Chapman as the afo. Rowland Beavis by their attorney afo. and whereupon the same attorney of the afo. Rowland saith that he is not informed by the same Rowland his client, of any answer for the same Rowland, to the afo. Edward in the plea afo. to be given, and nothing else thereof says by which the same Edward remains against the afo. Rowland thereof undefended & so

Whereupon the afo. Edward by his attorney afo. Crays the Justice to afo. the damages of him the same Edward in the plea afo. according to an. of afo. made and provided.

Whereupon all and singular the premises by the Justice being seen and heard and fully understood and mature deliberation <sup>thereupon</sup> had, It seems to the Justice here that the afo. Edward hath not sustained any damages by reason of the premises afo.

Therefore it is considered by the Court here Y<sup>e</sup>