

March Court — — 1734 — — (271)

Cometh the said Henry Toadvine by George Douglas his attorney and the Sher. of Somerset County to whom the foregoing writ was directed likewise cometh and maketh return thereof to the Court here Endorsed in these words following Vizt. Legi Corpus so answers Jos: Macclister Sheriff And the aforesaid James Collett by Francis Allen his attorney comes & defends the force and Injury when &c. and prays leave thereof to. Imparles here untill next Court and he hath it — the same day is given to the aforesaid Henry Toadvine &c.

All which said next Court to wit the eighteenth day of March anno Domini One thousand seven hundred and thirty four came again as well the aforesaid Henry Toadvine as the aforesaid James Collett by their attorneys aforesaid and the aforesaid Henry Toadvine then and there his writ aforesaid against the aforesaid James Collett did not prosecute with effect but voluntarily permitted his suit to be discontinued ... Therefore afterwards to wit that same day by Direction of the Justices here were adjudged the aforesaid James Collett One hundred and sixty one pounds of tobacco for his costs and Charges by him about his defence in that part sustained according to the form of the Statute in such case thereof lately made and provided and the aforesaid Henry Toadvine in merray and that the aforesaid James have Writ of Execution &c.

103 James Breman } Somerset County sh^{ts} Thomas Billings late of Somerset County Mariner was attached
& D. Thomas Billings } to answer unto James Breman of a plea of trespass upon the Case.

And whereupon the same James by William Bestnigham his attorney Complaineth that whereas the aforesaid Thomas the twenty third day of August which was in the Year of our Lord God seventeen hundred and thirty three at Somerset County aforesaid was indebted unto the aforesaid James in the Sum of twenty two pounds being for victual and sails and all appurtenances belonging thereto by the same James to the same Thomas at his Especiall Instance & request there before that time sold and delivered as by an account thereof herewith into Court brought may appear and so thereof being indebted the aforesaid Thomas afterward to wit the same twenty third day of August in the year aforesaid at the County aforesaid in consideration thereof upon himself did assume and unto the same James then and there faithfully did promise that he the aforesaid Thomas the aforesaid twenty two pounds unto the same James when thereof afterward he should be required well and faithfully would pay and content Nevertheless the aforesaid Thomas his promise and assumption nothing regarding but minding and fraudulently Intending the aforesaid James of the said Twenty two pounds Craftily and Publickly to deceive and defraud the said Twenty two pounds or any part thereof unto the said James hath not paid altho the same the aforesaid Thomas afterward to wit the twenty fourth day of August in the Year of our Lord God Seventeen hundred and thirty three aforesaid by the aforesaid James was required but that unto him hitherto to pay or in any sort to Content altogether hath Refused and will doth Refuse to the Damage of the same James forty four pounds like money and thereupon he bringeth suit &c.

Edw: J. W. Doe
Roe.

Whereupon