

Seventeen hundred and thirty two at Somerset County he the said John then and there residing and using Commerce made and with his proper hand (according to the Custom of Merchants the contrary whereof in the Memory of man Exists not) subscribed his certain Inland Bill of Exchange and the same Bill of Exchange then and there to the said Joshua Caldwell by the name of Joshua Caldwell high sherriff directed by which same Note or Bill the same John then and there required the said Joshua to pay unto a certain old Levin Gale for the use of the said Michael Eight thousand and One Pounds of Tobacco and to place the same to the Account of the said John which same Bill afterwards to wit the same day and Year last mentioned at the County afo. by the afo. Levin on the Behalf of the said Michael was shewn to the said Joshua and the said Joshua then and there by the said Levin was requested to pay the said Eight thousand and one pounds of Tobacco in the Bill afo mentioned and which same Bill and the Tobacco therein mentioned to pay the said Joshua then and there did accept according to the Custom afo By reason whereof as also by force of the Custom afo. the same Joshua became and was chargeable to pay the said Eight thousand and One pounds of Tobacco according to the Tenour of the Bill afo. and so therewith being chargeable the said Joshua in consideration thereof afterwards to wit the same day and Year last mentioned at the County afo upon himself assumed and to the same Michael then and there faithfully promised that he the said Joshua the said Eight thousand and One pounds of Tobacco to the said Levin for the use of the said Michael which thereof afterwards he should be required well and truly would pay and content never thereafter the afo. Joshua his promise and assumption aforesaid nothing regarding but minding and fraudulently Intending the same Michael in that part craftily and subtilly to deceive and defraud the said Eight thousand and one pounds of Tobacco or any part thereof to the said Michael or to the said Levin for the use of the said Michael hath not, although often thereto parlicularly on the first day of August in the year aforesaid at the County aforesaid thereto requested paid or them or either of them for the same contented but the same to the Michael or to the said Levin for the use of the said Michael to pay the said Joshua hitherto altogether hath refused and still doth refuse to the damage of the said Michael sixteen thousand two hundred pounds of Tobacco and thereof he brings Suit

*Special bail should be entered here but omitted and* Pledges v. John Doe & Roe  
*Entered at the foot of the Judgt*

AND the afo Joshua Caldwell by Francis Allen his attorney Comes and defends the force and Injury when sh. and prays Leave thereof to Imparle hereuntil next Court and he hath it and the same day is given to the afo Michael Here also sh.

All which said next Court to wit the nineteenth day of June and Dow. One thousand Seven hundred and thirty three Came again as well the afo Michael Howard as the afo Joshua Caldwell by their attorney afo and whereupon the same Joshua prays further Leave thereof to Imparle hereuntil next Court and he hath it and the same day is given to the afo Michael Here also sh.

All which said next Court to wit the twenty first Day of August and Dow. One thousand Seven hundred and thirty three Came again as well the afo Michael Howard as the afo Joshua Caldwell by their attorney afo and whereupon the same Joshua prays further Leave thereof to Imparle hereuntil next Court and he hath it and the same day is given to the afo Michael Here also sh.

All which said next Court to wit twentieth day of November and Dow. One thousand Seven hundred and thirty three Came again as well the afo Michael Howard