Came again as well the aforesaid Robert Gedder and Susannah his wife as the aforesaid Richard Waters by their attorneys aforesaid and whereupon the said Robert Gedder and Susannah his wife prayes that the said Richard Waters to their declaration aforesaid may answer — upon which the aforesaid attorney of the aforesaid Richard saith that he is not informed by the same Richard his Client of any answer for the same Richard to the same Robert and Susannah in the plea aft to be given and nothing else thereof say in barr or pres-cluding the action aft of them the same Robert and Susannah by which the same Robert and Susannah remaineth against the aft Richard thereof undefended &c. ——

Wherefore the same Robert and Susannah their damages by occasion of the non performance of the promise and assumption aft against the aft Richard ought to recover and have &c.

And upon this at the prayer of the aforesaid Robert Gedder and Susannah his wife and by the assent of the same Robert and Susannah their Justices here according to act of assembly in such case made and provided assess the damage of them the same Robert and Susannah by occasion of the non performance of the promise and assumption aft beyond their costs and charges by them about their suit in that part assessed to twelve pounds sterling ——

Therefore it is considered that the aforesaid Robert Gedder and Susannah his wife &c. of the aft Alexander Wardie dec. recover against the aforesaid Richard Waters their damages aft to the aft Twelve pounds sterling by the Justices aft in form aft assessed as also three hundred and Eighty

387 Seven —— pounds of tobacco for their costs and charges aft to the same Robert and Susannah by the court here of their assent adjudged and the aft Richard in mercy &c. —

Wms. John Reddish
vs
Ackd John Wilcox

Somerset John Wilcox late of Somerset County planter was attached to answer unto John Reddish of a plea of trespass upon the case &c. ——

And whereupon the same John Reddish by William Buckingham his attorney complains that whereas the aft John Wilcox after the first day of May in the year of our Lord Seventeen hundred and five to wit on the Eighteenth day of April in the year of our Lord Seventeen hundred & thirty four at Somerset County made his certain note in writing called a promissary note with his proper hand thereto subscribed bearing date the day and year last mentioned by which same note the same John Wilcox did promise to pay unto the same John Reddish thirty three bushels and three peckes of Indian corn on or before the tenth day of November next ensuing the date thereof by reason whereof as also by force of the statute in such cases made and provided the same John Wilcox became and was

(Chargable