

sitting at dividing Creek in the same County Twelve &c. by whom &c. and who neither &c. to recognize &c. because &c. well &c. and afterwards immediately came thereto the Jury &c. and the Jurors of that same Jury by Joseph -
 Master Gent. sheriff of the County &c. to this Imppannelled came to wit Willm Jones ^{being called} Thos. -
 Dixon Gorge Tull, John Alderson, John Johnson, Nehemiah Holland Thos. Boniter Peter Taylor &c.
 Webb John Lay John Reddish and Thomas Sanderson who to say the truth of the premises &c. being duly
 elected Tryed and Sworn upon their Oath do say that the aforesaid Godfrey Sprigler did assume -
 upon himself in manner and form as the aforesaid William Turpin above against him hath complained and
 alleged the damages of the same William by reason of the non performance of the premises &c. and as-
 sumption &c. further than his Costs and Charges by him about his Suit in that part approved to One thousand pounds
 of Tobacco and for those Costs and Charges to One pound of Tobacco -

Therefore it is considered by the Court here that the aforesaid William Turpin shall Recover
 against the aforesaid Godfrey Sprigler his damages &c. by the Jurors &c. in sum of Eight hundred
 777. - pounds of Tobacco for his Costs and Charges &c. by the same
 William of his assent by the Court here of Damages &c. judged which certain damages in the whole do amount to
 pounds of Tobacco and the aforesaid Godfrey in mercy &c. -

Edward Boniter. } Somerset County. Donnock Dennis late of Somerset County planter was attacked to
 Donnock Dennis. } answer unto Edward Boniter of record of his pass upon the Case &c. -
 And whereupon the said Edward by Francis Allen his attorney Complaineth that whereas
 as the said Donnock the first Day of January Anno Dom. One thousand Seven hundred and thirty four at
 the County of Somerset &c. within the Jurisdiction of this Court was indebted ~~was indebted~~ unto the said
 Edward in nine hundred and forty Six pounds of Tobacco for One young Mare two young Bulls by the sd.
 Edward to the said Donnock at the special Instance and request of the said Donnock before that time -
 sold and delivered and being so indebted the said Donnock in fourth oration of the day and
 year aforesaid at the place aforesaid upon himself did assume and to the said Edward then and there did
 faithfully promise that he the said Donnock the aforesaid sum of Tobacco to him the said Edward
 when he should be thereunto requested in the hands of Joshua Caldwell Sheriff then of the
 said County he would well and faithfully pay and content Nevertheless the said Donnock
 his promise and assumption aforesaid in form aforesaid made nothing regarding but plotting and
 fraudulently intending the said Edward in that part craftily and subtilly to deceive and
 defraud the aforesaid sum of Tobacco or any part thereof to the said Edward in the hands of the aforesaid
 Joshua Caldwell or in any other sort hath not paid or contented altho the same to do the
 said Donnock by the Edward on the aforesaid day of - in the year aforesaid
 and often afterwards at the County aforesaid he was thereunto requested but the same to pay
 or content hath refused And still doth refuse and deny to the Damage of the said Edward