

June Court . . . . 1735 . . . . . 59

County that by the Oath of Honest and Lawfull men of his Bailly writ or County he diligently Inquire what Damages the aforesaid Joshua hath sustained as well by Omission of the non performance of the promise and assumption as for his Costs and Charges by him about his suit in that part approved and the Inquisition which thereupon he takes he make appear to the Justice of his Lordships County Court of Somerset to be held at Dividing Creek the third Tuesday of Aug<sup>r</sup>. next under his seal and the seals of them by whose Oath he takes the same Inquisition he send together with the writ thereof to him directed and the same day is given to the aforesaid Joshua also &c.

Ed: Joshua Caldwell

Thos: Fletcher

Command was given to the Sheriff of Somerset County that he should take Thomas Fletcher late of Somerset County Clerk if he should be found in his Bailly writ and him should safe keep so that he might have his body before the Justice of his Lordships County Court of Somerset to be held at Dividing Creek the third Tuesday of June these next to answer unto Joshua Caldwell of a plea of trespass upon the case &c. and that there of he should not fail &c.

And the aforesaid Joshua Caldwell by George Douglas his attorney Complains against the said Thomas Fletcher in the plea aforesaid as followeth vizt  
Somerset Co. Thos: Fletcher late of Somerset County Clerk was attached to answer unto Joshua Caldwell of a plea of trespass upon the case &c.

And whereupon the said Joshua by George Douglas his attorney Complains that whereas the said Thomas on the first day of May last did owe the said Joshua within the Juris of this Court was indebted to the said Joshua in the quantity of one hundred and Sixty two thousand seven hundred and twenty six pounds of tobacco for boys officers fees & sundry other matters & things properly lying in account, as by an account thereof herewith into Court brought & hereto annexed may appear and the said Thomas being so thereof indebted on Consideration thereof upon himself did assume & to the said Joshua then & there faithfully promised that he the said Thomas the said one hundred & Sixty two thousand seven hundred and twenty six pounds of tobacco when he should afterwards be thereof required to the said Joshua well & faithfully would content & pay and altho' the said Thomas hath paid to the said Joshua the quantity of one hundred & Sixty one thousand & fifty seven pounds of tobacco part of the said one hundred & Sixty two thousand seven hundred and twenty six pounds of tobacco Nevertheless as to Sixteen hundred & Sixty nine