

March Court 1736 17

thereof afterwards he should be required Nevertheless the aforesaid William Wye altho: often required the aforesaid sum of Merchantable tobacco or any part thereof unto the aforesaid Richd hath not paid but that unto him hitherto to pay altogether hath refused and still doth refuse to the damage of the same Richd: thirty thousand pounds of tobacco and thereupon he brings suit & doth bring here into Court the writing obligatory aforesaid which the debt aforesaid in form aforesaid testifies the date whereof is the same day and year aforesaid.

And the aforesaid William Wye by Charles Goldborough his attorney Cometh & depudeth the fact and Injury when &c. and saith that he cannot deny the action of aforesaid of the aforesaid Richard Gildart nor but that the writing obligatory aforesaid is the deed of the same William Wye, nor but that he oweth the same Richd: Gildart the aforesaid Twenty two thousand four hundred and fifty pounds of merchantable tobacco in manner & form as the aforesaid Richard above against him declared.

Therefore it is considered that the aforesaid Richard Gildart Recover against the aforesaid William Wye his Debt aforesaid and his Damages by Eviction of the detaining of the same debt to Two hundred and Ninety Nine pounds of tobacco to the same Richard Gildart of this aforesaid by the Court here adjudged and the aforesaid Wye in mercy &c.

W. G. The same } Somerset County s^r William Wye Jun^r: late of Somerset County Mariner
G. G. Wm Wye Jun^r. } otherwise called William Wye Jun^r: of the same County Mariner was summoned to answer unto Richard Gildart of Liverpool in England of a plea that he render unto him the sum of twenty two thousand four hundred and fifty pounds of merchantable tobacco which unto him he oweth and unjustly detaineth &c.

And whereupon the same Richard by William Goldborough his attorney saith that whereas the aforesaid William Wye Jun^r the twenty first day of June Anno Domini seventeen hundred thirty and six at Somerset County aforesaid by his certain writing obligatory had granted himself to be bound unto the aforesaid Richd: in the aforesaid sum of twenty two thousand four hundred and fifty pounds of Merchantable tobacco to be paid unto the same, Richd: Nevertheless the aforesaid William Wye Jun^r altho: often required, the aforesaid sum of Merchantable tobacco or any part thereof unto the aforesaid Richd: hath not paid but that unto him hitherto to pay altogether hath refused and still doth refuse to the damage of the same Richard thirty thousand pounds of like tobacco and thereupon he bringeth suit & doth bring here into Court the writing obligatory aforesaid which the debt aforesaid in form aforesaid testifies the date whereof is the same day and year aforesaid.