

Y^e last mentioned at the County afo^{re} upon himself assumed & to the same Samuel then and thereupon fully promised that he the said James the said sum of Eighteen Hundred pounds of good Clean Tobacco afo^{re} in the same rate specified would well and truly content and pay when these writs of towards he should be required and at the time it is that the said Samuel pay and satisfy unto the said Samuel Sea Hundred pounds of Tobacco parts the said sum of Eighteen Hundred pounds of Tobacco afo^{re} in the rate afo^{re} mentioned yet nevertheless the said James his promise and assumption afo^{re} in form afo^{re} made of the last regarding but minding and fraudulently intending him the said Samuel in this part craftily and subtilly to deceive and defraud the said James the sum of Twelve Hundred pounds of Tobacco afo^{re} being the remaining part of the sum of Eighteen Hundred pounds of good Clean Tobacco afo^{re} in the rate afo^{re} specified to him the said Samuel hath not paid or in any sort contented, altho' as to do the said James was on the first days of June in the year past one thousand seven hundred and forty two and often before and since at the County afo^{re} by the said Samuel requested but the said James the sum of Twelve Hundred pounds of Tobacco being the remaining part of the said sum of Eighteen Hundred pounds of Tobacco afo^{re} to the said Samuel to pay or in any sort content hath altogether refused and still doth refuse to pay Damage of him the said Samuel Two thousand four hundred pounds of Tobacco and thereupon brings such an action afo^{re} James.

And whereupon at the prayer of the said James it is ruled that the said James give special bail in the Pleas as afo^{re} and that the said James present here in Court is committed into the custody of the Sheriff namely Samuel Hanson Gent. there to remain until 26th.

And the said James in his last day afo^{re} in his proper person comes and defends before and sheweth when 26th and saith that he cannot deny the action afo^{re} of him the said Samuel, nor but that he owes to the said Samuel the sum of Twelve Hundred pounds of Tobacco as he above in Declaring supposes.

Therefore it is considered that the said Samuel recover against the said James his Damages afo^{re} said to Twelve Hundred Pounds of Tobacco above Acknowledged and also Two Hundred and fifty four pounds of Tobacco for his costs and charges by him above in this part laid out and Expended on his behalf by the Court here affirmed and judged and the said James in many 28th.