heard that the Compl$^{t}$ Commenced his Action at Law Ag$^{t}$ the Def$^{t}$ Brewerton for the S$^{d}$ Debt in Somersett County Court and recovered Judgm$^{t}$ thereon and Afterw$^{ds}$ by removall of the Transcript of the Record unto the Prov$^{l}$ Court he had Execution by Elegit for his whole Costs and Damages

3$^{dly}$ That the Def$^{t}$ Brewerton was possessed of the following Lands Viz$^{t}$ Brewertons Chance Miles End and Smiths Adventure a part of w$^{ch}$ Last Tract the S$^{d}$ Brewerton Sold (and this Deponent beleives Conveyed) to the Def$^{t}$ Adams for the Consideration of Seven Thousand pounds of Tob$^{o}$ to be paid to the Compl$^{t}$ the fall following in Discharge of the Debt w$^{ch}$ the S$^{d}$ Brewerton Owed him (as this Deponent Apprehended by the Aggrement w$^{ch}$ the Said Brewerton and Adams made about the af$^{d}$ Land when the S$^{d}$ Adams Bought it of the Said Brewerton he this Depon$^{t}$ being Present at itt) but that he hath heard that the Complt$^{s}$ Debt and Costs are yet unpaid.

4 That the Def$^{t}$ Brewerton hath often told the Depon$^{t}$ that he the Said Brewerton had a Bond from the Def$^{t}$ Adams to Indemnifie him from all the Costs and Damages he the [760] Said Brewerton Should be put to by the Compl$^{t}$ and that the Said Brewerton once Shewed this Deponent a paper w$^{ch}$ he Said was that Bond but that this Deponent did not Peruse it this Deponant further Saith that before Compl$^{t}$ and the Def$^{t}$ Brewerton Quarrelled he this Depon$^{t}$ hath often heard the Said Brewerton Say that the Comp$^{lt}$ was to have part of his Land for the Tob$^{o}$ that the Complt had paid from him the S$^{d}$ Brewerton and further Saith not

Jos. Pemberton Levin Gale. John Handy

Thomas Dashiell of Somersett Parish in Somersett County Aged about 58 years Sworne and Examined on the part of the Compl$^{t}$ Saith as follows Viz$^{t}$

1$^{st}$ That he well knows all the parties Compl$^{t}$ and Def$^{ts}$.

2$^{dy}$ That the Defendant Brewerton in the year 1718 was indebted to the Compl$^{t}$ in a Considerable Quantity of Tob$^{o}$ for w$^{ch}$ the Compl$^{t}$ Commenced his Action at Law in Somersett County Court Ag$^{t}$ the S$^{d}$ Brewerton and obtained Judgm$^{t}$ thereon and by removall of the Transcript of the Record into the Prov$^{l}$ Court had Execution by Elegit for his whole Cost and Damages.

3$^{dly}$ That he beleives it was through the Def$^{t}$ Adams means that the Def$^{t}$ Brewerton did not Satisfie the Compl$^{t}$ his Debt before he Sued for it for that this Depon$^{t}$ once talking w$^{th}$ the Said Brewerton asked what he reckoned to do in that affaire that was Depending between him the Said Brewerton and the Compl$^{t}$ and the S$^{d}$ Brewerton answered the Depon$^{t}$ he was Safe Enough for he had got the Def$^{ts}$ Adams Bond to indemnifie him and upon the Dep$^{ts}$ Desireing to See the S$^{d}$ Bond the S$^{d}$ Brewerton gave him a Bond w$^{ch}$ appeared to the Dep$^{t}$ to be the Writting of the Def$^{t}$ Adams the Penalty of w$^{ch}$ S$^{d}$ Bond was Large but what the Exact Sum the Dep$^{t}$ Cannot Charge