

at the Special instance & request of the sd. Jeremiah did pay & deliver to the sd. Jeremiah four hundred pounds of tobacco part of the said eight hundred pounds of tobacco. And the sd. Jeremiah did not intend to deliver the same but intended to defraud the sd. Jeremiah in the said tobacco by the means of the sd. Jeremiah's wife who had not so much as to be guilty but the same hath refused to do so still. And the sd. Jeremiah hath not only lost 400 pounds of tobacco to the sd. Jeremiah in hand paid but also considerable other considerable losses in his crops of corn & tobacco to the value of 1000 pounds of tobacco for want of 700 pounds of tobacco which he hath sustained & lost to the damage of the sd. Jeremiah of 2800 pounds of tobacco & the sd. Jeremiah hath brought his suit to the Court of Chancery. Brought by the sd. Jeremiah.

And the Defendant & Sam Worthington his Attorney & Counsel doth say that the said Jeremiah hath not sustained any loss or injury by the means of the sd. Jeremiah's wife but in a good agreement. For the reason in the Declaration mentioned & is bound for 7 damages of the whole & saith that the defendant was jointly with John Barber and myself with the said Jeremiah and is not obliged to answer unto 7 part of the said Jeremiah's abatement of the writ & of the said Jeremiah's suit upon the Court of Chancery on the 10th of the month of June.

And the said Jeremiah hath brought his suit to the Court of Chancery on the 10th of the month of June.

The Declaration being read the issue joined & the Court said that it was the judgment of the Court that the said Jeremiah was rightly stated, and therefore do award the said Jeremiah to pay to the plaintiff two hundred pounds of tobacco for the damages sustained with the loss of the said abatement. Brought by the said Jeremiah.

Samuel Marchmont Plaintiff }
Kalph Milbourn Defendant } of this County was attached to answer unto Samuel Marchmont

in a plea of trespass on the case &c. And whereupon 7 Samuel by Samuel Alexander his Attorney saith that the said Kalph the 3. day of August in 7 year of the said Lord 1693 at Pocumuck within the jurisdiction of this Court was indebted unto the said Samuel in 7 just & full sum of one thousand & four hundred lbs of good Merchantable tobacco being for the consideration of nine hundred foot of white Oak & plank &c. from the said Samuel & the said Kalph & the said Kalph to the said Samuel in manner aforesaid being indebted upon himself assumed & to the said Samuel with fully promise that he the said Kalph the said sum of 1500 pounds of tobacco would truly deliver & pay. Whereupon the said Kalph did promise & also impliedly not regarding the said sum to the said Samuel hath not paid but he doth the same hath further refused to do so still.