

Liber N N consideracōn that the said Robert would be retained for the said Samuell as Attorney for him the said Samuell & for Cadwallader Jones of Chester in England M<sup>r</sup>chant (to whom the said Samuell was Attorney & ffactor) in all their businesses that should happen either before the judge for Probate of wills &c touching the Will of John Cuningham deceased, or in any other Court for the calling of the Exec<sup>rs</sup> of the said Cuningham or any others to an account for their debts due to the said Cadwallader or Samuell or either of them, or in any other Court in this Province, he the said Samuell did assume upon himselfe & to the said Robert faithfully promise that he the said Samuell would pay to the said Robert what he should reasonably deserve for his ffees in appearing in his said busines And the said Robert in fact saith, that trusting to the promise & assumpcōn of the said Samuell to him the said Robert so as aforesaid made, he the said Robert as Attorney or Procurator for the said Cadwallader, did out of the Office for probate of Wills sue out a Citacōn against the Exec<sup>rs</sup> of the said Cuningham, and therein the said cause did before the Judge Testamentary appeare severall tymes, & the Will of the said Cuningham on the behalfe of the said Samuell & Cadwallader did endeavour to make Void, for the prosecucōn of which said Suite the said Robert doth reasonably deserve the Summe of Eight hundred pounds of tobacco And the said Robert did on the behalfe of the said Cadwallader & Samuell prosecute a suite in Chancery against the Exec<sup>rs</sup> of the said Cuningham for which he doth reasonably deserve Eight hundred pounds of tobacco more, which said Summes doe in the whole amount unto the Summe of Sixteen hundred pounds of tobacco Yet the said Samuell his promise & assumpcōn aforesaid little regarding, but deviseing & fraudulently intend the said Robert in this behalfe craftily & subtilly to defraud & deceiue, the said Summe of Sixteen hundred pounds of tobacco to him the said Robert though often thereunto requested hath not paid or satisfied but the same to pay or satisfie hath hitherto denyed & refused & still doth deny & refuse to the damage of the said Robert three thousand pounds of tobacco, & thereupon he bringeth his suite

And the said Samuel by Christopher Rousby his Attorney cometh & defendeth the force & injury when &c and prayeth liberty to im-  
parle hereunto untill next Provintiall Court & itt is granted unto him, the same day is given to the plaintiffe also

p. 865 Now here att this day to witt the Seventh day of June in the fourth yeare of the Dominion of Charles Lord Baltemore &c Annoq<sup>ue</sup> Doni 1679 cometh as well the said plaintiffe in his proper person as the said Defend<sup>t</sup> by his Attorney aforesaid And the said Defend<sup>t</sup> by his said Attorney saith, that he the said Robert his action aforesaid against him the said Samuell ought not to haue, because he saith, that he the said Samuell did not assume upon himselfe & to the said Robert faithfully promise in manner & forme as the said p<sup>l</sup>t in