

Keene one noate or order with the proper hand and name of the Said Ninian Beall Subscribed and to one Mr. William Head directed for payment thereof and the Said Ninian Beall Afterwards (to witt) the day yeare and place aforesaid In consideration of the premises did Assume upon himselfe and to the Said Richard Keene Faithfully promised and Oblidge himselfe that if the Said William Head did not pay the Said Sume of 2777 lbs. of tobacco then that his Said noate Should Oblidge him the Said Ninian Beall to pay the Same to him the Said Richard Keene when he Shold be thereunto Required and the Said Richard Keene in fact Saith that afterwards (to witt) the day yeare and place aforesaid Speaking to the Said William Head demanded of him if he would pay the Said noate or order for the Said Sume of 2777 lbs. of tobacco which then he Shewed him the Said William Head and the Said William Head answered that he would not pay the same and the Said Richard Keene in fact further Saith that the Said William Head at anytime Since the Sume of 2777 lbs. of tobacco to the Said Richard Keene hath not paid nor any manner for the Same Satisfied Yett the Said Ninian Beall his promise and Assumption aforesaid made little Regarding but deviseing and Fraudulently intending him the Said Richard Keene in this behalfe Crafftily and Subtily to deceive and defraud he the Said Ninian Beall him the Said Richard Keene the Said Sume of 2777 pounds of tobaccoe to him the Said Richard Keene Although Afterwards to witt the day yeare and place aforesaid he was thereunto Required hath not paid but the Same to pay hath denyed and Still doth Denye to the Damage of the Said Richard Keene 4000 lbs. of tobacco and thereupon he bringeth his Suite. And the Said Richard Keene bringeth into Court here the Said noates etc.

Samuell Wattkins pro querens. Pledges etc. John Doe, Richard Roe.

And the Said Ninian Beall by James Cranford his Attorney Cometh and Defendeth the aforesaid force and Injury when etc. and prayeth Lycense to Imparle till next Court and itt is granted unto him the Same Day is given to the Said Plantiffe alsoe.

And now here att this day (to witt) the 25th day of August Annoque Domini 1696 Came the Said Richard Keene by Samuell Watkins his attorney and prayeth that the Said Ninian Beall to his Declaration aforesaid may Answer etc. But the Said Ninian Beall nor his attorney appeared not but made default by which the Said Richard Keene remaineth against the Said Ninian Beall thereof undefended etc.

Therefore itt is Considered by the Court here that the Said Richard Keene doe Recover against the Said Ninian Beall his Damages aforesaid by Occation of not performing his promise and Assumption aforesaid to two thowsand Seaven hundred Seaventy Seaven pounds of tobaccoe and alsoe the Sume of three hundred thirty Eight pounds of tobaccoe to the Said Richard Keene att his Request for his Cost and Charges in this behalfe Expended and by the Court here Adjudged and the Said Ninian Beall etc. in mercy etc.

[32] [Ch]arles Barrow plantiffe: [Jo]hn Davis Defendant.

The plantiffe by Christopher Gregory his attorney Sues the Defendant for