

Supra Pleas.

Daniel Roberts }
Joshua ^{ad's} Robins } In Case of La. La.

Noted: to August Term 1760.

Detest all y

Sussex Countyss: George the Second by the Grace of God of Great Britain France and Ireland King
Defender of the Faith &c To Our Sheriff of our County of Sussex Greeting
we command you that you take Joshua Robins late of the County of. Gloucester
if he may be found within your Bailiwick and him safely keep so that
you may have his Body before our Judges of our next Superior Court of
Common Pleas to be hold at Newtown in and for our County of. Sussex aforesaid on the fourth
Tuesday in August next then and there to make Satisfaction to Daniel Roberts for Seven
pounds five Shillings and one penny proclamation Money which in our said Court before our
Judges of. at Newtown of. by the Discretion of our said Judges according to the Form of the
Statute in such Case made & provided were adjudged to the said Daniel Roberts for his
Damages, for that the said Joshua Robins hath neglected to bring the Issue Joyned Between
the said Daniel Roberts and the said Joshua Robins in an Action of Trespass upon the Case
On to be tried according to the Course and practice of the said Court, whereof he is convicted
and have you then & there this writ witness Abraham Van Campen Esq. Judge of our said
Court at Newtown of. the twenty eighth Day of May in the thirty third Year of our said
De Hart Atto: y

Dozd D. the

14500 p. 100 as. ✓
Daniel Roberts
Joshua ^{Robt's} Robins
Filed July 10th 1760
De Hart (th)

Sussex Inferior Court of Common Pleas

Of The Term of May in the Year of our Lord
one thousand seven hundred and fifty nine,

Sussex County JS, Daniel Roberts / late of the County aforesaid / was attached to
answer Joshua Robins of a Plea of Trespass upon the Case &c And
whereupon the said Joshua by William Lidgeon his Attorney Complains
That whereas the said Daniel the ~~thirteenth~~ day of March in
the Year of our Lord one thousand seven hundred and fifty nine, at
Newton, in the said County of Sussex, and within the Jurisdiction of this
Court, was Indebted unto him the said Joshua in the sum of thirty
Pounds proclamation money of New Jersey for his Right in, and for
the Possession of a certain Tract of Land and Improvement situate
in ~~the said County of Sussex~~ in the said County of Sussex, by him the said
Joshua, unto him the said Daniel, and at his special Instance and
request before that time there sold and the Possession thereof delivered,
and so thereof being indebted the said Daniel in consideration thereof
afterwards (to witt) the same day and Year aforesaid, at Newton afores.
in the County of Sussex aforesaid, and within the Jurisdiction of this
Court assumed upon himself and to him the said Joshua then
and there faithfully promised to pay him the said Joshua the afores.
sum of thirty Pounds money aforesaid, ^{in manner & form above mentioned} when he should be thereunto
afterwards required; And whereas also the said Daniel afterwards
(to witt) the same day and Year last aforesaid, at Newton aforesaid,
in the County and within the Jurisdiction aforesaid, in consideration
that he the said Joshua, at the like special Instance and request
of him the said Daniel had before that time sold and delivered
unto him the said Daniel all his right in, and the Possession of
a certain Tract of Land and Improvement situate in the said County
of Sussex he the said Daniel assumed upon himself and to him the

Twenty Pounds whereof was to be paid in three shillings, and the residue thirty for
to be paid in money

County Bonds whereby was to be paid in three shillings, and the receiver's bond for Bonds -
to be paid in money

That Whereas the said Daniel the ~~last~~ day of March in
the Year of our Lord one thousand seven hundred and fifty nine, at
Newton, in the said County of Sussex, and within the Jurisdiction of this
Court, was Indebted unto him the said Joshua in the sum of thirty
Pounds proclamation money of New Jersey for his Right in, and for
the Possession of a certain Tract of Land and Improvement situate
in ~~the~~ in the said County of Sussex, by him the said
Joshua, unto him the said Daniel, and at his special Instance and
request before that time there sold and the Possession thereof delivered,
and so thereof being indebted the said Daniel in consideration thereof
afterwards (to witt) the same day and Year aforesaid, at Newton afores.
in the County of Sussex aforesaid, and within the Jurisdiction of this
Court assumed upon himself and to him the said Joshua then
and there faithfully promised to pay him the said Joshua the afores.
sum of thirty Pounds money aforesaid, ^{in manner & form above mentioned} when he should be thereunto
afterwards required; And whereas also the said Daniel afterwards
(to witt) the same day and Year last aforesaid, at Newton aforesaid,
in the County and within the Jurisdiction aforesaid, in consideration
that he the said Joshua, at the like special Instance and request
of him the said Daniel had before that time sold and delivered
unto him the said Daniel all his right in, and the Possession of
a certain Tract of Land and Improvement situate in the said County
of Sussex he the said Daniel assumed upon himself and to him the
said Joshua then and there faithfully promised to pay unto him
the said Joshua so much money as the said Joshua's Right in, and
Possession of the said Tract of Land and Improvement situate as
aforesaid at the time of the Sale and delivery thereof was then and there

reasonably worth, when he the said Daniel should be thereunto afterwards
required, And the said Joshua in fact saith, that the same at the time
of the sale and delivery ^{thereof} was then and there reasonably worth other sum
of thirty Pounds money aforesaid, of which the said Daniel by him the
said Joshua / to witt / the day, Year, and place last aforesaid then and
there had notice; And also whereas the said Daniel Roberts
afterwards / to witt / on the day and Year last abovementioned, at
Newton aforesaid, in the County aforesaid, accounted with the said
Joshua Robins concerning diverse sums of money before that time
due and unpaid by the said Daniel Roberts to the said Joshua
Robins; and the said Daniel Roberts was upon the said Account
then and there found in Arrear to the said Joshua Robins in thirty
Pounds of like lawfull proclamation money; And the said Daniel
Roberts being so found in Arrear, in consideration thereof afterwards
/ to witt / on the day and Year last abovementioned, at Newton afores.
in the County aforesaid undertook, and then and there faithfully
promised the said Joshua Robins that he the said Daniel
Roberts would well and truly pay the said thirty Pounds to
the said Joshua Robins when he the said Daniel Roberts should
be thereunto required: Nevertheless the said Daniel Roberts
not at all regarding his said several promises and undertakings
made in form aforesaid, but contriving and fraudulently
intending craftily and subtilly to deceive and defraud the
said Joshua Robins in this behalf hath not paid, to the said
Joshua Robins the several sums of money aforesaid or any
part thereof, (although afterwards / to witt / on the day and Year
last abovementioned, and often afterwards at Newton aforesaid
in the County aforesaid. he was thereunto required by the

Newton aforesaid, in the County aforesaid, accounted with the said Joshua Robins concerning diverse sums of money before that time due and unpaid by the said Daniel Roberts to the said Joshua Robins; and the said Daniel Roberts was upon the said Account then and there found in Arrear to the said Joshua Robins in thirty Pounds of like lawfull proclamation money; And the said Daniel Roberts being so found in Arrear, in consideration thereof afterwards to witt on the day and Year last abovementioned, at Newton aforesaid in the County aforesaid undertook, and then and there faithfully promised the said Joshua Robins that he the said Daniel Roberts would well and truly pay the said thirty Pounds to the said Joshua Robins when he the said Daniel Roberts should be thereunto required: Nevertheless the said Daniel Roberts not at all regarding his said several promises and undertakings made in form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Joshua Robins in this behalf hath not paid, to the said Joshua Robins the several sums of money aforesaid or any part thereof, (although afterwards to witt on the day and Year last abovementioned, and often afterwards at Newton aforesaid in the County aforesaid, he was thereunto required by the said Joshua Robins but hath hitherto intirely refused, and still doth refuse to pay the same, to the damage of the said Joshua Robins

forty

Forty pounds proclamation money and thereupon he brings
suit &c —————

Lidgeon frō. Lundy Regij &c
frō. Lest.

Subex Cest Joshua Robins puts in his place William Lidgeon his Attorn
against Daniel Roberts in a Plea of Trespass upon the case &c

Sussex p^loas.

Daniel Roberts

Joshua^{adv} Robins. In case &c. May Term 1759.
Warr^t of Att^y Copy and filing &c. 6

Retaining &c. 6

Copy wr^t and p^lffs Rules 2 6

Draw^g of p^l Bail p^t and filing 3 6

paid the Judge for taking the same 6

Motion that App^r appear and be int^d of Def^t 6

Entering Ind^s 6

Motion for Rule y^t p^lff show cause of 6

Relief or that Def^t be admitted to counsel 6

Rule ind^s Copy &c. 3 6

Term &c. 6

Aug^t Term 1759.

Motion for Rule y^t p^lff file his Deceit 6

By next Term or be nonsuited 3 6

Rule ind^s Copy &c. 6

Term &c.

Dec^r & Nov^r Term 1759.

Copy p^lffs Deceit &c. 8 2 8

Copy D^o for Council 4 8

Motion for Rule y^t Def^t have till next 6

Term to file his plea 6

Rule ind^s Copy & Service 3 6

Term &c. 6

Feb^r Term 1760.

Drawing plea 1

Copy & filing 1

Copy for p^lffs, Att^y & Copy for Def^t Council 1

Term &c. 6

May Term 1760.

Draw^g of Notice of moving for Non Suit

the second day in this Term, the cause 2

Being at issue & not Bro^t to Trial

Copy and putting up in the office 6

Motion for a non suit 6

Entering Ind^s 6

Term &c. 6

Dec^r & Aug^t Term 1760.

Drawing Draft of Non Suit Roll 5

Int^d of the same wth Deceit &c. on y^e Roll 10

so: 15. 2 8

Int^d of two war^{ts} on D^o 6

Int^d of Jud^t on D^o 5

Signing Jud^t Roll & filing 2 6

Exacting costs Copy and filing 2 6

Draw^g of Exec^u seal &c. 4

Action for that Def. Co admitted to Court

Rule ind copy &c ----- 3s 6

Term fees ----- 6

Aug. Term 1759.

Motion for Rule of Court filed his Doctr ----- 6

By next Term or be nonsuited ----- 3s 6

Rule ind copy &c ----- 6

Term fees ----- 6

Oct. & Nov. Term 1759.

Copy of Deeds to: D. & J. ----- 4s 8

Copy D. for Council ----- 4s 8

Motion for Rule of Court. Def. have till next Term ----- 6

Term to file his plea ----- 3s 6

Rule ind copy & service ----- 6

Term fees ----- 6

Feb. Term 1760.

Drawing plea ----- 1

Copy and filing ----- 1

Copy for Deeds, & for Copy for Deeds ----- 6

Term fees ----- 6

May Term 1760.

Draw. of Notice of moving for non suit ----- 2

the second day in this Term, the cause ----- 2

Being at issue & not Bro. to Trial ----- 6

Copy and putting up in the office ----- 6

Motion for a non suit ----- 6

Entering Inds ----- 6

Term fees ----- 6

----- 5 1 4

Oct. & Aug. Term 1760.

Drawing Draft of non suit Roll ----- 5

Int of the same w. Deeds & on of Roll ----- 10

so: 15. & 8 ----- 6

Int of Two warr. on D. ----- 5

Int of Jud. on D. ----- 5

Signing Jud. Roll & filing ----- 2 6

Drawing Costs Copy and filing ----- 2 6

Draw. of Exen. & alts ----- 4

Motion for Com. Int of Term fees ----- 12 6

----- 17 5 4

I Tax the above Bill of Costs at Seven pounds five

Shillings and one penny proct. money

July 7. 1760 John Anderson,

Supposed to be
Dan. Roberts In case
as copy costs
Joshua Hobins
Filed July the 10. 1760
De Hart (th)