

Supers Pleas.

Joshua Robins } Capt Case £40  
@  
Dan. Roberts }  
Retus. to May Term 1759 }  
Pidgeon ad.

Cipi Corpus  
millage of  
Peter Schmuck Sh.

Supersedeas  
Daniel Roberts In Case of  
ad's  
Joshua Robins } Plea.

Filed Nov<sup>r</sup> 20: 1760.  
Doud D. L. Ho

Supra plead

Daniel Roberts

and

Joshua Robins

in Case

I plead non Assumpsit

He

J. D. Hart Atty for Def.

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 Comand  
you that you take Daniel Roberts late of the County aforesaid &oman 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 Inferior Court of Common Pleas to be hold  
at Newtown in and for our County of Sussex aforesaid on the fourth Tuesday in May next then  
and there to answer Joshua Robins of a plea of Trespass upon the Case &c to the Damages of him  
the said Joshua forty pounds proclamation Money (as is sayd) and have you then and  
there this writt witness Abraham Vanlampon Esq. Judge of our said Court at Newtown of  
the Twonly first Day of February in the thirty Second Year of our Reign  
Pidgeon atk.  
Doubt D<sup>th</sup>

Sussex Pleas

Joshua Robins & Narr. in  
Daniel Roberts } Case

Of May Term 1759

Filed October 27<sup>th</sup> 1759. -  
Doubt D. C. C.

Pleas Before Abraham Van Campen Esq. and his Brethren  
Judges of the Inferior Court of Common Pleas of Our Lord the  
King held at Newtown in and for the County of Sussex of the  
Term of May in the year of our Lord one thousand seven hundred  
and fifty nine. Gregg

Sussex County ss: Joshua Robins puts in his place William Pidgeon his Attorney against Dan.  
Roberts in a plea of Trospass upon the case &c.

Sussex County ss: the af. Daniel Roberts puts in his place John De Hart his Attorney to Defend  
him at the Suit of the af. Joshua Robins in the plea of &c.

Sussex County ss: Daniel Roberts late of the County af. was Attached to Answer Joshua  
Robins of a plea of Trospass upon the case &c. And whereupon the said Joshua by  
William Pidgeon 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 Newtown 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, twenty pounds whereof was to be paid in Horse flesh, and the Residue  
(to wit) Ten pounds to be paid in Money, for his Right in and for the possession of a certain  
Tract of Land and Improvement Situate in in the County of Sussex by  
him the said Joshua unto him the said Daniel, and at his Special Instance and  
Request Before that time the said Sold and the possession thereof Delivered, and otherwise  
Being Indebted the said Daniel in consideration thereof afterwards (to wit) the same  
Day and Year aforesaid at Newtown af. in the County of Sussex aforesaid, & within the  
Jurisdiction of this Court assumed upon himself and to him the said Joshua (then & there)  
faithfully promised to pay him the said Joshua the aforesaid sum of thirty pounds money  
aforesaid in manner and form above mentioned when he should be there unto aforesaid:  
Required, And whereas also the said Daniel afterwards (to wit) the same Day and  
Year last af. at Newtown af. 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 & Delivered unto him the said Daniel  
all his Right in, and the possession of a certain Tract of Land and Improvement Situate  
In 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 af. at the time of the Sale & Delivery  
thereof was (then & there) Reasonably worth, when he the said Daniel should be there unto

Sussex County ss: Daniel Roberts late of the County of. was Attached to Answer Joshua  
Robins of a plea of Trespass upon the Case &c. And whereupon the said Joshua by  
William Pidgeon his Attorney complains That whereas the said Daniel the  
thirtieth day of March in the Year of our Lord one thousand seven hundred and  
fifty nine, at Newtown 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, twenty pounds whereof was to be paid in Horse flesh, and the Residue  
Ten pounds to be paid in Money, for his Right in and for the possession of a certain  
Tract of Land and Improvement Situate in in the County of Sussex, by  
him the said Joshua unto him the said Daniel, and at his Special Instance and  
Request Before that time the said Sold and the possession thereof Delivered, and whereas  
Being Indebted the said Daniel in consideration thereof afterwards (to wit) the same  
Day and Year aforesaid at Newtown of. in the County of Sussex aforesaid, & within the  
Jurisdiction of this Court assumed upon himself and to him the said Joshua (then & there)  
faithfully promised to pay him the said Joshua the aforesaid Sum of thirty pounds money  
aforesaid in manner and form above mentioned when he should be thereunto after:  
Required, And whereas also the said Daniel afterwards (to wit) the same Day and  
Year last of. at Newtown of. 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 & Delivered unto him the said Daniel  
all his Right in, and the possession of a certain Tract of Land and Improvement Situate  
In 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 of. at the time of the Sale & Delivery  
thereof was (then & 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 & Delivery thereof was (then & there) Reasonably worth other Sum of thirty  
pounds money of which the said Daniel by him the said Joshua (to wit) the  
Day Year and place last of. (then & there) had notice, And also whereas the  
said

And Daniel Roberts afterwards (to wit) on the Day and Year last above mentioned  
at Newtown a/c. in the County a/c. Accounted with the Said Joshua Robins concerning  
Several 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 & there) found in Arrear to the Said Joshua Robins in thirty pounds of like  
Lawfull proclamation money; and the Said Daniel Roberts Being ofound in Arrear  
In Consideration thereof afterwards (to wit) on the Day and Year last above mentioned  
at Newtown a/c. in the County a/c. undertook, and then & there) faithfully promised the  
Said Joshua Robins that he the Said Daniel Roberts would well & truly pay  
the Said thirty pounds to the said Joshua Robins when he the said Daniel Roberts  
Should be therunto required: Nevertheless the Said Daniel Roberts not at  
all Regarding his Said Several promises and undertakings made in Form  
a/c. but contriving and fraudulently Intending craftily and Subtly to Deceive  
and Defraud the Said Joshua Robins in this Behalf hath not paid, to the Said  
Joshua Robins the Several sums of money a/c. or any part thereof (altho' afterw:  
(to wit) on the Day & Year last above mentioned, and Often afterwards at  
Newtown a/c. in the County a/c. he was therunto required by the Said Joshua but  
hath hitherto Intirely refused, and still doth refuse to pay the same to the  
Damage of the Said Joshua Robins forty pounds proclamation Money  
and thereupon he brings this Suit &c. — And the a/c. Daniel Roberts  
By John De Hart his Attorney comes and Defends the force & Injury whereof  
and saith that the Said Joshua Robins his Action thereof against him the  
Said Daniel Roberts ought not to have or maintain &c. Because he saith  
that he the Said Daniel did not assume upon himself in Manner & Form  
as he the Said Joshua above against him hath complained and of this he  
puts himself upon the County and the a/c. Joshua Robins in like manner &c.  
Therefore let a Jury come thereupon Before the Judges of the next Inferior Court  
of Common pleas to be hold at Newtown a/c. in & for the County of Sussex a/c. on the  
Fourth Tuesday in August next Twelve &c. By whom &c. and who neither &c. to  
Recognize &c. Because as well &c. the same day is given to the parties a/c. there &c.  
At which Day in the Inferior Court of Common pleas a/c. at Newtown a/c. in the County  
of Sussex a/c. Before the Judges a/c. come as well the a/c. Joshua Robins as the Said  
Daniel Roberts By their Attorneys a/c. and the Sheriff did not send thereof the writ  
to him Directed, Therefore as before let a Jury come thereupon Before the  
Judges of the next Inferior Court of Common pleas to be hold at Newtown a/c. in and  
for the County of Sussex a/c. on the third Tuesday in November next Twelve &c. By

John Anderson  
Judgment signed July 14 1760 (true)

the said thirty pounds to the said Joshua Robins when he the said Daniel Roberts  
should be therunto 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 (altho' aforesaid  
(to wit) on the Day & Year last above mentioned, and often afterwards at  
Newtown aforesaid in the County aforesaid he was therunto required by the said Joshua but  
hath hitherto intirely refused, and still doth refuse to pay the same to the  
Damages of the said Joshua Robins forty pounds proclamation Money  
and thereupon he brings this Suit &c. — And the aforesaid Daniel Roberts  
By John Deffart his Attorney comes and defends the force & Injury whereof  
and saith that the said Joshua Robins his Action thereof against him the  
said Daniel Roberts ought not to have or maintain &c. Because he saith  
that he the said Daniel did not assume upon himself in manner & form  
as he the said Joshua above against him hath complained and of this he  
puts himself upon the County and the aforesaid Joshua Robins in like manner &c.  
Therefore let a Jury come thereupon before the Judges of the next Inferior Court  
of Common Pleas to be holden at Newtown aforesaid in & for the County of Sussex aforesaid on the  
Fourth Tuesday in August next Twelve &c. By whom &c. and who neither &c. to  
recognize &c. Because as well &c. the same day is given to the parties aforesaid there &c.  
At which Day in the Inferior Court of Common Pleas aforesaid at Newtown aforesaid in the County  
of Sussex aforesaid before the Judges aforesaid came as well the aforesaid Joshua Robins as the said  
Daniel Roberts by their Attorneys aforesaid and the Sheriff did not send thereof the writ  
to him directed, Therefore as before let a Jury come thereupon before the  
Judges of the next Inferior Court of Common Pleas to be holden at Newtown aforesaid in and  
for the County of Sussex aforesaid on the third Tuesday in November next Twelve &c. By  
whom &c. and who neither &c. to recognize &c. Because as well &c. the same Day is  
given to the parties aforesaid there &c. at which Day in the Inferior Court of Common Pleas  
aforesaid at Newtown aforesaid in the County of Sussex aforesaid before the Judges aforesaid came as well

Indgmt. signed July 7. 1760 [unclear]  
John Deffart

well the af. Joshua Robins as the said Daniel Roberts by their Attorneys aforesaid  
and the Sheriff did not send thereof the writt to him Directed, Therefore as before  
let a jury come thereupon before the Judges of the next Inferior Court of Common  
pleas to be held at Newtown in and for the County of Sussex af. on the third Tuesday  
In February next Twelve by whom by and who neither by to Recognize by  
Because as well by the same Day is given to the parties aforesaid thereof at  
which Day in the Inferior Court of Common pleas af. at Newtown af. in the County  
of Sussex af. before the Judges af. came as well the af. Joshua Robins as the said  
Daniel Roberts by their Attorneys af. and the Sheriff did not send thereof the writt  
to him Directed, Therefore as before let a jury come thereupon before the  
Judges of the next Inferior Court of Common pleas to be held at Newtown in and  
for the County of Sussex af. on the fourth Tuesday in May next Twelve by  
whom by and who neither by to Recognize by Because as well by the same  
Day is given to the parties af. thereof at which Day in the Inferior Court of  
Common pleas af. at Newtown af. in the County of Sussex af. before the Judges  
af. came the aforesaid Daniel Roberts by his Attorneys aforesaid, and the said  
Joshua Robins Altho called came not, and it appearing to the Court of our said Lord  
the Thing nowhere, that the said Joshua Robins hath neglected to bring the Issue  
Above Joyned on to be tryed, according to the course and practice of the said Court  
of our said Lord the Thing nowhere. Therefore according to the form of the Statute  
in that case lately made and provided, it is considered by the said Court, that the said  
Joshua Robins take nothing by his af. writt, but that he and his pledges for proce-  
ding, (to wit) John Doe and Richard Roe, Co in Morcy by and that the said Daniel  
Roberts go thereof without Day; And it is further considered that the said Daniel  
Roberts, recover against the said Joshua Robins seven pound five Shilling and  
one penny proclamation money for his costs and charges by him about his Defence  
In this behalf hath sustained, as judged by the Court of our said Lord the Thing now  
here to the said Daniel Roberts at his Request, according to the form of the Statute  
In the like case made and provided, and that the said Daniel have execution thereof,

John Anderson  
Judgment signed July 7th 1760

Because as well by the same Day is given to the parties aforesaid thereof at  
which Day in the Inferior Court of Common Pleas at Newtown aforesaid in the County  
of Suffolk aforesaid Before the Judges aforesaid and as well the aforesaid Joshua Robins as the aforesaid  
Daniel Roberts by their Attorneys aforesaid and the Sheriff did not send thereof the writ  
to him Directed, Therefore as before let a jury come thereupon Before the  
Judges of the next Inferior Court of Common Pleas to be hold at Newtown in and  
for the County of Suffolk aforesaid on the fourth Tuesday in May next Twelve by  
whom by and who neither by to Recognize by because as well by the same  
Day is given to the parties aforesaid thereof at which Day in the Inferior Court of  
Common Pleas at Newtown aforesaid in the County of Suffolk aforesaid Before the Judges  
aforesaid and the aforesaid Daniel Roberts by his Attorneys aforesaid, and the said  
Joshua Robins Altho called came not, and it appearing to the Court of our said Lord  
the Thing nowhere, that the said Joshua Robins hath neglected to bring the same  
Above Joyned on to be tryed, according to the course and practice of the said Court  
of our said Lord the Thing nowhere. Therefore according to the form of the Statute  
in that case lately made and provided, it is considered by the said Court, that the said  
Joshua Robins take nothing by his aforesaid writ, but that he and his pledges for proce-  
ding, (to wit) John Doe and Richard Roe, be in Mercy, and that the said Daniel  
Roberts go thereof without Day; And it is further considered that the said Daniel  
Roberts, recover against the said Joshua Robins seven pound five Shilling and  
one penny proclamation Money for his costs and charges by him about his Defence  
In this behalf hath sustained, as judged by the Court of our said Lord the Thing now  
here to the said Daniel Roberts at his Request, according to the form of the Statute  
In the like case made and provided, and that the said Daniel have Execution thereof.

John Anderson  
Judgment signed July 14 1760